



**WORK/STUDY AGENDA
SPRINGVILLE CITY COUNCIL MEETING
APRIL 16, 2019 AT 5:30 P.M.**
City Council Chambers
110 South Main Street
Springville, Utah 84663

MAYOR AND COUNCIL DINNER - 5:00 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- 5:30 P.M.

COUNCIL BUSINESS

1. Calendar

- Apr 24 - Springville Museum of Art's 95th 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
- May 14 - Work/Study Meeting 5:30 p.m.
- May 18 - Bike with the Mayor 9:30 a.m.

2. **DISCUSSION ON THIS EVENING'S REGULAR MEETING AGENDA ITEMS**

- a) Invocation - Councilmember Creer
- b) Pledge of Allegiance - Councilmember Miller
- c) Consent Agenda
- 3. Approval of the minutes for the March 12 and March 19, 2019 Council Work Study meetings; March 19 and April 2, 2019 Council Regular meetings.
- 4. Approval of the amended phasing plan for Sumsion West Subdivision located in the area of 1150 South 1250 West, Springville, Utah - Glen Goins, Community Development Director
- 5. Approval of a Resolution and Interlocal Agreement between Utah County and Springville City for administration of the 2019 Springville City Municipal Election - Kim Crane, City Recorder

3. **DISCUSSIONS/PRESENTATIONS**

- a) Traffic Calming Options - Jeff Anderson, City Engineer

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

5. **CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION**

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.

6. **ADJOURNMENT**

CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE - POSTED 04/12/2019

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 16, 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. Presentation of the Mayor Awards
2. Presentation of the Trust and Accountability Program Award from the Utah Local Governments Trust

COUNCIL BUSINESS

Calendar

- Apr 24 - Springville Museum of Art's 95th 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
- May 14 - Work/Study Meeting 5:30 p.m.
- May 18 - Bike with the Mayor 9:30 a.m.

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 March 12 and March 19, 2019 Council Work Study meetings; March 19 and April 2, 2019 Council Regular meetings.
4. Approval of the amended phasing plan for Sumsion West Subdivision located in the area of 1150 South 1250 West, Springville, Utah - Glen Goins, Community Development Director
5. Approval of a Resolution and Interlocal Agreement between Utah County and Springville City for the administration of the 2019 Springville City Municipal Election - Kim Crane, City Recorder

REGULAR AGENDA

6. Consideration of an Ordinance amending Title 8 Chapter 3, Discharging Firearms Amendment - Cari Thomsen, Legal Assistant
7. Consideration of property acquisition at approximately 900 North Main Street, Springville, Utah - Brad Stapley, Public Works Director
8. Consideration of an Ordinance and amendment to Springville City code regarding base floor elevations - Jason Van Ausdal, Building Official

9. Consideration of a Resolution and License Agreement with Prestige Broadband - John Penrod, Assistant City Administrator/City Attorney

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

10. *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 04/12/2019

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



2 MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY
COUNCIL HELD ON TUESDAY, **March 12, 2019** AT 5:30 P.M. AT THE CIVIC
CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

4
6 Mayor Richard J. Child presided. In addition to Mayor Child, the following were
present: Councilmember Christopher Creer, Councilmember Craig Jensen,
8 Councilmember Jason Miller, Councilmember Brett Nelson, Councilmember Michael
Snelson, City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney
John Penrod, Assistant City Administrator/Finance Director Bruce Riddle and Deputy
10 City Recorder Jennifer Grigg.

12 Also present were: Public Safety Director Scott Finlayson, Power Director Leon
Fredrickson, Public Works Director Brad Stapley, Building and Grounds Director Brad
Neel, Community Development Director Glen Goins, Library Director Dan Mickelson,
14 and Museum of Art Director Rita Wright.

16 Excused: Operations Manager Rod Oldroyd, Golf Pro Craig Norman and City
Recorder Kim Crane.

18 **CALL TO ORDER- 5:32 P.M.**

20 **COUNCIL BUSINESS**

22 **1. Calendar**

- 24 • 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.
- Apr 09 - Work/Study meeting 5:30 p.m.
- Apr 16 - Work/Study meeting 5:30 p.m., City Council meeting 7:00 p.m.

26 Administrator Fitzgerald requested a date for a budget retreat from the council.

28 **2. DISCUSSION AND PRESENTATIONS**

30 **a) Hobble Creek Bicycle Association-Carrie Bennett Jeff Hardy**

32 Carrie Bennett and Jeff Hardy from the Hobble Creek Bicycle Association started
the presentation by describing their membership in the association and participation in
bicycling. They asked council to increase bike lanes and promote bicycle use of the
Hobble Creek trails. Bicycling promotes community, decreases automobile trips and is
34 good for our air quality. Carrie Bennett turned time over to Jeff Hardy, Springville
resident since 2011, and a history teacher at BYU. He stated he is encouraged that all
36 levels of government in Utah are taking steps to encourage alternate transportation. He
reported that Governor Herbert wants to see an additional 1000 miles of trails and bike
lanes by 2027. *Bike Utah*, a non-profit organization represented by Chris Woolsey, is
38 meeting with Springville City staff to talk about these issues. Provo is a larger tax base
and has promoted cycling for their residents. Mapleton has bike lanes and the lateral
40

42 canal trail. Spanish Fork and Payson are doing things as well. Local communities have applied for bicycle friendly community status from the *League of American Cyclists*.

44 Mr. Hardy continued by stating the Springville General Plan, has existing bike lanes and roads. There are 4.0 miles of bike lanes in our city at present. In the next budget cycle, this association recommends a couple of projects involving striping for 46 bike lanes, a move to make cyclists protected and more visible to motorists. He showed data from *Strava* (a social fitness network that is primarily used to track cycling and 48 running using GPS data.) to show the popular routes in Springville. The bike lane projects proposed by the *Hobble Creek Bicycle Association* between 2019 and 2021 are all in the general plan, nothing new; all wide streets with no additional pavement or 50 construction are among the heaviest used road segments according to *Strava* data and 52 would increase bike lane mileage in Springville from 5.4 miles to 7.9 miles.

- 54 1. 1700 East between Canyon Road and Mapleton, aka the dip (0.5 miles)
 - 56 a. Connects Canyon Road trail with River Bottom Road and Mapleton's Main Street bike lanes
 - 58 b. Promotes a safer route to Springville High School and Mapleton Junior High School
 - 60 c. 1,615 *Strava* rides in 2018
 - 62 d. Bike lanes would also act as traffic calming; the speed limit is 35 mph, but some cars go 50 mph
- 62 2. Center Street between Main Street and 100 East and 1200 West (0.1 miles)
 - 64 a. Connects existing Center Street bikes lanes with existing and future Main Street bike lanes (currently there is a 1-block gap)
 - 66 b. 1,545 *Strava* rides in 2018
- 66 3. 400 East/Millpond Drive/1400 North between 400 South and Main Street (1.9 miles)
 - 68 a. Popular recreational and commuter route
 - 70 b. Up to 960 *Strava* rides in 2018

72 In the future, Mr. Hardy asked for two projects to promote east-west connectivity which are both already on the Springville General Plan and would require additional pavement and/or road reconstruction.

- 74 1. Center Street between Main Street and 1200 W (1.6 miles)
 - 76 a. Would connect downtown (library, splash pad, etc.) with future 1200 West trail (Rec Center, future Front Runner station)
 - 78 b. Would create a safer route to Westside Elementary School and Reagan Academy
- 80 2. 400 North between 400 East and 400 West (0.8 miles)
 - a. Would connect downtown Springville and the existing bike lane network to the west side Hobble Creek Trail



82 Councilmember Snelson said beginning in May; he will start a project, *Bike with*
83 *Mike*. Mr. Hardy volunteered the *Hobble Creek Bicycle Association* for service projects
84 like trail weed removal and *Bike with the Mayor*. Director Fredrickson asked about
85 UDOT stripping over Ironton. Mr. Hardy answered UDOT will add buffered bike lanes
86 over Ironton Hill this summer. Councilmember Jensen asked about the mountain bike
87 park. Mr. Hardy answered the reception by residents is very positive. Orem installed the
88 first stage of their mountain bike skills park and response has been very positive and it
89 is heavily used. Administrator Fitzgerald said the *Utah League of Cities and Towns* said
90 it is the fastest growing high school level sport. Mr. Hardy said there is a school district
91 mountain bike team. Administrator Fitzgerald said there is an informal mountain bike
92 park below the Spring Creek tanks.

94 **b) Springville City Library Annual Report**

95 Director Mickelson introduced Tom Smith, chair of the Library Board. Mr. Smith
96 said the board meets nine times a year, there are nine members serving terms of three
97 years and they represent the library to the community and the community to the library.
98 He turned the time over to Director Mickelson.

99 Director Mickelson said the state bylaws require an annual presentation to share
100 information, review mission, goals and measures. In the spirit of doing something a little
101 different this will be a return on investment (ROI) presentation. Libraries don't typically
102 prepare a ROI report. Those that have done it before are larger state organizations. He
103 is using our library's numbers from 2018.

104 Director Mickelson explained the equation he used:

Taxpayer contribution calculation:

105 The annual total taxpayer contribution (operating cost \$1,024,860 + debt service
106 \$645,000 - revenue \$95,500) is \$1,574,360 not counting using services from other
107 departments like facilities, human resources, and legal, finance IT, etc.

108 Administrator Fitzgerald said the auditor mentioned those services and said
109 administration is tracking those costs within enterprise and general funds. Those
110 services can be applied to each department and is almost exactly 10% for each
111 department.

112 Director Mickelson continued by showing the value calculation at an average cost
113 of \$18.58 per item checked out and 570,315 checkouts per year. He stated that
114 Springville library users gain a value of \$10,596,452 annually. The collection of physical
115 materials (books, movies, audiobooks, magazines, etc.) includes about 79,000 items.
116 Digital items are also popular with Springville Library users. At an estimated cost of
117 \$19.21 per eBook/eAudiobook, and with 62,110 checkouts per year, that value comes to
118 \$1,193,253.

119 Besides the collection, there is value to other services provided by the library
120 including: programs, classes, librarian guidance, educational databases, volunteer
121 hours, computer use, and Wi-Fi use. The collective value of these services based off
122



124 industry estimates and how much they are used in our community each year comes to
125 \$1,014,306. The combined value of the above three areas comes to \$12,804,011. The
126 calculation for the ROI is: $\$12,804,011/\$1,574,360$ which are a ratio of 8.13:1. Other
libraries were proud of 4, 5 or 6 to one. Springville has an ROI of 8.13:1. Our number
speaks highly of our ROI.

128 Some categories are hard to calculate or put a monetary figure on. The
Springville Library:

- 130 • Is a destination for individuals to read and study; groups to gather in study
rooms
- 132 • Improves the local economy by attracting others from outside the city
- 134 • Provides numerous resources to facilitate literacy skills, especially for
youth
- 136 • Helps bridge the digital divide among community members
- 138 • Reaches out to the Latino community and celebrates cultural diversity
- Boosts community sense of pride and is a prominent city landmark
- Employs 30 staff members
- Partners with and supports other city departments and local businesses.

140 Councilmember Nelson stated the programs at the library add extraordinary value
and the sense of pride is very real. Councilmember Jensen added the library is a great
142 place to park food trucks and worth a million bucks.

144 Director Mickelson continued by stating an 8:1 ratio is above the national
average. The annual net cost to run the library is \$47 per year per person. Within two
146 visits to the library, the average library user will exceed the value of their annual
contribution to the library. 79% of Springville residents visit the library at least once a
148 year and 50% visit the library at least once a month. Typical libraries are happy with 30-
40% range. We have 50% once a month.

150 Mr. Smith expressed one of his reasons for moving here was the library. He is an
English professor at BYU. His family has benefited from the library in several ways. His
152 son checks out joke books and discovery kits. His other kids participate in teen nights.
His oldest won a contest to attend a teen author's camp, He moved from a smaller town
and this library fills needs for his family not filled in the smaller community. He stated
154 that the library is a huge benefit and our community experience is richer and fuller
because of the library. The Google reviews and Facebook comments are good. Beyond
156 the return on investment, the library defines us as a community and makes our
community richer.

158 Councilmember Jensen noted the Spanish Fork Library is announcing they are
not charging overdue fees on children's books. Administrator Fitzgerald said Spanish
160 Fork is trying to move the library. He said they have a good circulation for a little tiny
library. Councilmember Jensen said well done to Director Mickelson and Mr. Smith.

162 Councilmember Miller asked when the bond pays off. Director Riddle said 2031.
He asked about the cost of utilities used at the library. Administrator Fitzgerald said the
164 power is tracked and they are paying for gas/heat. Councilmember Miller said the library

166 is an intangible value to the entire community. Since Director Mickelson started,
168 Councilmember Miller has been convinced that libraries are not a dying resource. He
168 said Director Mickelson is at the forefront of making this library a community center.
168 Director Mickelson said thanks and he will pass on the compliment to the staff, who he
168 credited with creating that success.

170 Councilmember Nelson said the library receives requests from other states to
172 visit. Director Mickelson concluded by reporting 13 managers and directors are visiting
172 from the Salt Lake County Library System tomorrow. Councilmember Miller said the
174 discovery kits are cool and teenagers playing video games are better than having them
174 roaming the streets.

176 **c) RAP Tax Discussion - Bruce Riddle, Assistant City Administrator/Finance
176 Director**

178 Director Riddle started his presentation on the RAP tax by noting all
178 councilmembers were in attendance. He met with the departments most affected by a
180 possible RAP tax as well as Administration. He reviewed the requirements for a RAP
180 tax. The Tax Commission estimated the revenue would be \$400,000 per year. Most
182 election cycles have a Utah community asking to enact a RAP tax. He reviewed Orem's
182 RAP tax use. Councilmember Snelson asked about when Orem first passed a RAP tax.
184 Director Riddle answered 2005. Director Riddle continued by reviewing Bountiful and
184 how they use RAP tax funds. 75% of the revenue goes to their Creekside Park, starting
184 in 2006.

186 He continued by reviewing possible uses in Springville including: CRC
186 expansion; Senior Center enhancements; matching state outdoor recreation grants;
188 improvements on fields and courts; cultural arts center expansion; facility improvements;
188 Rivoli Theatre; visual and performing art program enhancements; Community Park
190 construction; trail system expansion; themed parks like dog parks, all abilities, fitness;
190 and pocket park enhancement.

192 Councilmember Nelson commented on getting this into the general plan. Director
192 Riddle agreed and commented that council is pushing for detailed plans. He said our
194 primary objective right now is maintaining what we have. Administration has recently
194 burdened directors with new data reporting. A RAP tax adds another layer of
196 expectation on each department. The struggle is council needs definition of a plan.
196 Councilmember Nelson said it should not be complicated. He said let's look at the plan
198 with the RAP tax. He said if the parks and playgrounds are falling apart; we need to fix
198 what we have. He asked if we have changed our strategy. If the new strategy is themed
200 parks; show that in the general plan. Director Riddle said the challenge is selling the
200 concept of a RAP tax to the community; while the city stays neutral; individual citizens
202 need to activate the public clamor saying this is the vision. Councilmember Jensen
202 referred to the budget retreat. Those plans were made with existing money. The RAP
204 tax would add revenue to those projects and could change some priorities.
204 Councilmember Snelson said it will be easier to sell the RAP tax to the community if we



206 have a plan to show the community. Administrator Fitzgerald said council and staff as
individuals, not speaking for the city, can make statements for or against the RAP tax.
208 Mayor Child said we need to decide if we are even going to have a RAP tax.
Administrator Fitzgerald asked if we really need to broadcast the formula.
210 Councilmember Nelson said we can show how other communities have improved.
Administrator Fitzgerald said as staff plans the strategy; we are asking council; while
212 everyone is here; if this is a go or no. Councilmember Snelson said if we are putting it on
the ballot; we need to start now. Administrator Fitzgerald said we notify the county, then
214 in 60 days present the ballot language to council for a vote. Director Riddle agreed and
said we can notify the county informally. He is asking council go or no go. They pounded
216 the table humorously indicting go. Director Frederickson asked when collection would
start. Director Riddle stated council would pass a resolution; then staff would notify the
218 state; then the RAP tax would go into effect on April 1; 2020. Administrator Fitzgerald
and Councilmember Miller discussed the news from the current state legislative session.

220

3. MAYOR; COUNCIL; AND ADMINISTRATIVE REPORTS

222 d) Discussion with Department Directors

Mayor Child asked the council if they had questions on the new style of staff
224 reports. Councilmember Miller asked about a cyber security meeting. Administrator
Fitzgerald said it will be in April and reported that the city is being slammed by spam.
226 Barracuda; our spam firewall contractor has been breached. Councilmember Miller
asked about ransomware and wondered if a lock down would throw off the network.
228 Director Riddle said ransomware attacks are declining because hackers are using its
power to do cryptocurrency mining.

230 Councilmember Miller asked about Chief Finlayson and finding his replacement.
Administrator Fitzgerald answered it will be a week or two before the job is posted and it
232 will be open three to four weeks and broadcasted broadly, not just locally.
Councilmember Miller said that space will be tough to fill. Councilmember Snelson
234 asked if there is anyone internally applying. Administrator Fitzgerald said if they apply
they will be interviewed.

236

e) Commission; Board; and Committee Minutes

238 i. Power Advisory Board minutes from December 12; 2018

f) Mayor and Council Reports

240

4. CLOSED SESSION; IF NEEDED - TO BE ANNOUNCED IN MOTION

242 *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
244 *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.

246 There was none.



248 **5. ADJOURNMENT**

250 COUNCILMEMBER NELSON MOVED TO ADJOURN THE WORK/STUDY
MEETING OF THE SPRINGVILLE CITY COUNCIL AT 6:36 P.M. COUNCILMEMBER
SNELSON SECONDED THE MOTION; ALL VOTED AYE.

252

254 *This document constitutes the official minutes for the Springville City Council
Work/Study meeting held on Tuesday; **March 12; 2019.***

256 *I, Jennifer Grigg; do hereby certify that I am the duly appointed; qualified 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; **March 12; 2019.***

260

262

Jennifer Grigg
Deputy City Recorder



MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, MARCH 19, 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 Craig Jensen, Councilmember Jason Miller,
Councilmember Brett Nelson, Councilmember Michael Snelson, 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, Building and Grounds Director
Bradley Neel, Public Works Director Brad Stapley, Library Director Dan Mickelson, Community
Development Director Glen Goins, Power Generation Superintendent Shawn Black, Jason Van Ausdal,
Jeff Anderson, Recreation Director Corey Merideth, Golf Pro Craig Norman and Museum of Art Director
Rita Wright.

CALL TO ORDER

Mayor Child welcomed everyone and called the Work/Study meeting to order at 5:30 p.m.

COUNCIL BUSINESS

1) Calendar

- Apr 02 - Work/Study meeting 5:30 p.m., City Council meeting 7:00 p.m.
- Apr 09 - Work/Study meeting 5:30 p.m.
- Apr 16 - 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. There were none.

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

- a) Invocation - Councilmember Snelson
- b) Pledge of Allegiance - Councilmember Jensen
- c) Consent Agenda

1. Approval of the minutes for the February 19, 2019 Regular and Work/Study City Council Meetings.
2. Approval of a Resolution and Amendment to the Fee Schedule - Corey Merideth, Recreation Director
3. Approval of the Final Condie Farms Plat and Provisions for a Development Agreement for Phase I - Glen Goins, Community Development Director
4. Approval of a Resolution and Amendment to the Approved Positions List - Jeff Anderson, City Engineer

Mayor Child asked if there was any discussion on tonight's consent agenda. Director Goins asked to continue item #3 on the Consent Agenda to April 02, 2019.

44

DISCUSSIONS/PRESENTATIONS

46 a) **Traffic Calming Options - Jeff Anderson, City Engineer**
Postponed until April 02, 2019.

48

b) **Firearms Ordinance - Cari Thomsen, Legal Assistant**

50 Attorney Penrod introduced Legal Assistant Cari Thomsen. Cari presented on the proposed
52 amendment to the city ordinance, regarding discharging of firearms within the city. She explained the
54 goal for the amendment was to allow more freedom to use toys and less-dangerous instruments,
correct language to allow for common place practices, and exclude from use new instruments designed
56 to work around former laws. High powered air guns and the difference of 750 feet per second versus
1000 feet per second velocity was discussed.

c) **Discussion on ADU's - Jacob Gunderson, Legal Intern**

58 Attorney Penrod introduced high school legal intern Jacob Gunderson. Jacob presented on
60 Accessory Dwelling Units (ADU's). He explained an ADU can be a separate apartment or dwelling, with
adaptability to be rented for extra income. Currently Utah is facing more households than housing
62 availability. Parking has also been a concern, and it may be necessary to require ADU's to have a
certain number of parking spaces. The Springville City code addresses street parking and it would need
to be enforced.

64 Councilmember Miller asked about Airbnb's using the ADU code. Attorney Penrod replied it
could be tricky to cover and a topic the Community Development Department is looking into.

66 Owner occupied units was discussed. Councilmember Nelson asked about the effect ADU's
would have on affordable housing.

68

d) **Base Floor Elevations - Jason Van Ausdal, Building Official**

70 Building Official Van Ausdal presented on Base Floor Elevations. He gave an overview of his
past presentation to the Council and explained the challenges on Base Floor Elevations and the
72 protections of them. He provided options for the council to consider.

Director Stapley stated the master plan does not cover drainage off of residential.

74

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

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

78 **4) CLOSED SESSION**

80 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
82 property, as provided by Utah Code Annotated Section 52-4-205.

84 COUNCILMEMBER JENSEN MOVED TO ADJOURN THE REGULAR MEETING AT 6:41 P.M.
AND CONVENE IN A CLOSED SESSION REGARDING PROPERTY AND LITIGATION.

86 COUNCILMEMBER SNELSON SECONDED THE MOTION. THE VOTE IS RECORDED AS
FOLLOWS:

88	COUNCILMEMBER CREER	AYE
	COUNCILMEMBER JENSEN	AYE
90	COUNCILMEMBER MILLER	AYE

92 COUNCILMEMBER NELSON AYE
COUNCILMEMBER SNELSON AYE

94 **ADJOURNMENT**

96 COUNCILMEMBER JENSEN MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE
SPRINGVILLE CITY COUNCIL AT 7:02 P.M

98 COUNCILMEMBER CREER SECONDED THE MOTION, ALL VOTED AYE.

100

102

104 *This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday,
March 19, 2019.*

106 *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 19, 2019.*

108

110

Kim Crane, CMC
City Recorder

112

MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, MARCH 19, 2019, 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 Craig Jensen, Councilmember Jason Miller,
Councilmember Brett Nelson, Councilmember Michael Snelson, 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, Power Department Director Leon Fredrickson, Library
Director Dan Mickelson, Community Development Director Glen Goins, Recreation Director Corey
Merideth and Museum of Art Director Rita Wright.

CALL TO ORDER

Mayor Child welcomed everyone and called the meeting to order at 7:02 p.m.

INVOCATION AND PLEDGE

Councilmember Snelson offered the invocation, and Councilmember Jensen led the Pledge of
Allegiance.

APPROVAL OF THE MEETING'S AGENDA

COUNCILMEMBER JENSEN MOVED TO APPROVE THE MEETING'S AGENDA AS
WRITTEN. COUNCILMEMBER SNELSON 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.

Director Riddle requested a time be set in April for a budget meeting with the council. Council
was agreeable to April 09, 2019 in place of the Work Study meeting.

CEREMONIAL

Presentation of the Mayor's Awards - Shannon Acor, CTC Coordinator

Attorney Penrod introduced seventh grader Savanah Lloyd for this month's Mayors Award.
Councilmember Snelson assisted with presenting her award.

PUBLIC COMMENT

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

There were none.

CONSENT AGENDA

- 46 1. Approval of the minutes for the February 19, 2019 Regular and Work/Study City Council Meetings
- 48 2. Approval of a Resolution and amendment to the Fee Schedule - Corey Merideth, Recreation Director
- 50 3. Approval of the Final Condie Farms Plat and Provisions for a Development Agreement for Phase I - Glen Goins, Community Development Director
- 52 4. Approval of a Resolution and amendment to the Approved Positions List - Jeff Anderson, City Engineer

54

56 COUNCILMEMBER MILLER MOVED TO APPROVE THE CONSENT AGENDA AS WRITTEN WITH THE EXCEPTION OF ITEM #3 TO BE CONTINUED TO APRIL 02, 2019. APPROVAL OF **RESOLUTION #2019-09 and RESOLUTION #2019-10.**

58 COUNCILMEMBER NELSON SECONDED THE MOTION. THE VOTE IS RECORDED AS FOLLOWS:

60 COUNCILMEMBER CREER AYE
COUNCILMEMBER JENSEN AYE
62 COUNCILMEMBER MILLER AYE
COUNCILMEMBER NELSON AYE
64 COUNCILMEMBER SNELSON AYE

RESOLUTION #2019-09 AND #2019-10 APPROVED

66

REGULAR AGENDA

- 68 5. **Consideration of the Sharp Tintic RR Crossing Connection Project Interlocal Agreement - Brad Stapley, Public Works Director**

70 Director Stapley reported the Sharp Tintic agreement would allow UTA to move forward and receive funding for the project. Director Stapley reported the Sharp/Tintic Railroad Connection Project will connect the existing Union Pacific Railroad (UPRR) Sharp railroad mainline track with the UTA Tintic Industrial Lead near the border of Springville City and Spanish Fork, with the purpose of abandoning approximately 12,000 feet of railroad track in Springville.

72 Springville City's ultimate goal is to use the abandoned railroad right-of-way for a "rails to trails" project. Approving the proposed interlocal agreement is the first step in authorizing the use of secured local, State and Federal funding for the project. He noted it will be a local agency issue; the agreement will have a shared risk with Springville, Spanish Fork, and UTA.

80 COUNCILMEMBER NELSON MOVED TO APPROVE **RESOLUTION #2019-12** THAT APPROVES THE SHARP/TINTIC RR CONNECTION PROJECT INTERLOCAL AGREEMENT BETWEEN THE UTAH TRANSIT AUTHORITY (UTA), SPANISH FORK CITY (SPANISH FORK) AND SPRINGVILLE CITY.

82 COUNCILMEMBER JENSEN SECONDED THE MOTION. THE VOTE IS RECORDED AS FOLLOWS:

86 COUNCILMEMBER CREER AYE
COUNCILMEMBER JENSEN AYE
88 COUNCILMEMBER MILLER AYE
COUNCILMEMBER NELSON AYE
90 COUNCILMEMBER SNELSON AYE

RESOLUTION #2019-12 APPROVED

92

Councilmember Jensen was excused from the meeting at 7:24 p.m.

94

6. **Consideration of a PI Water Use Agreement with Jake Harward - Shawn Barker, Water Superintendent**

96

98 Superintendent Barker reported the purpose of the agreement between Mr. Harward and the City was to more efficiently use the surface water rights held by the Springville Irrigation Company (SIC). Both the City and Mr. Harward have irrigation water shares in SIC.

100 Switching Mr. Harward's irrigation methods to a pressurized "drip" system will significantly reduce the needed volumes of water to irrigate his crops. This water savings can be retained or "banked" for future use.

102 Mayor Child explained Mr. Harward would be using his own water, by using Pressurized Irrigation he will save water and potentially bank water.

106 COUNCILMEMBER CREER MOVED TO APPROVE **RESOLUTION #2019-11** THAT APPROVES THE AGREEMENT WITH JAKE HARWARD TO PROVIDE SECONDARY WATER VIA SPRINGVILLE CITY'S PRESSURIZED IRRIGATION SYSTEM.

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

110 COUNCILMEMBER CREER	AYE
112 COUNCILMEMBER JENSEN	ABSENT
COUNCILMEMBER MILLER	AYE
114 COUNCILMEMBER NELSON	AYE
COUNCILMEMBER SNELSON	AYE

116 **RESOLUTION #2019-11 APPROVED**

118 7. **Consideration of a natural gas hedge - Shawn Black, Power Generation Superintendent**

120 Superintendent Black reported in February of 2014 Springville City hedged natural gas for \$4.76 per MMBtu (Million British Thermal Units). The series represented about 1/3 of the fuel needed for Nebo summer allocations from 2016-2018, but did not supply fuel for the off-season needs in the same time period. Another transaction was modeled to later supply the majority needed for Nebo during the off-season months of 2019-2023. The same hedge fulfilled about 2/3rds of fuel needed to supply Nebo during the summers. UAMPS is currently entering into a prepay agreement that extends these identical monthly allocations through the end of 2026.

126

128 COUNCILMEMBER SNELSON MOVED TO APPROVE A NATURAL GAS HEDGE, SUPPLYING THE NEBO POWERPLANT FOR SEPTEMBER OF 2023 AND ALSO FOR THE SUMMER MONTHS OF 2024-2026 AT A PRICE NOT TO EXCEED \$2.65 PER MILLION BRITISH THERMAL UNITS (MMBTU).

130 COUNCILMEMBER CREER SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

132

134 8. **Consideration of Springville City seeking an amendment to Springville City Code Section 11-6-204 Landscape Requirements; Section 11-6-205 Completion of Landscape Improvements and Guarantees; Section 11-6-207 Right-of-Way Park Strip Improvements; Section 11-6-208 Street Frontage Landscape Border; Section 11-6-209 Parking Lot Interior Landscaping; and Section 11-7-410 Issuance of Certificate of Occupancy.- Brad Neel, Buildings and Grounds Director**

136

138 Director Neel reported on February 05, 2019 he presented to the Council in a work session the need for changes to the ordinance regarding street trees and landscaping requirements. Staff has worked to be friendlier with the developer and contractor community, while still holding them

140

142 accountable for certain City standards. After review by the Planning Commission and a few minor
143 revisions it is now before the council for approval.

144 Attorney Penrod reported a change in Title 4; was for a better understanding of curb and edge of
145 street right of way. He requested the change to Title 4 be included in the motion.

146 COUNCILMEMBER MILLER MOVED TO APPROVE **ORDINANCE #04-2019** AMENDING
147 SECTIONS OF TITLE FOUR AND TITLE ELEVEN OF THE SPRINGVILLE CITY CODE REGARDING
148 SPRINGVILLE STREET TREES AND LANDSCAPING REQUIREMENTS WITH THE NOTED
149 CHANGES FROM THE CITY ATTORNEY.

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

152 COUNCILMEMBER CREER	AYE
COUNCILMEMBER JENSEN	ABSENT
154 COUNCILMEMBER MILLER	AYE
COUNCILMEMBER NELSON	AYE
156 COUNCILMEMBER SNELSON	AYE

ORDINANCE #04-2019 APPROVED

158
159 **MAYOR, COUNCIL REPORTS**

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

162 **9. CLOSED SESSION**

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

There was none.

168
169 **ADJOURNMENT**

170 COUNCILMEMBER CREER MOVED TO ADJOURN THE CITY COUNCIL MEETING AT
171 7:42P.M. COUNCILMEMBER SNELSON SECONDED THE MOTION, AND ALL PRESENT VOTED
172 AYE.

174

176
177 *This document constitutes the official minutes for the Springville City Council Regular meeting held on Tuesday, March 19, 2019.*
178 *I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County,*
179 *State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on*
180 *Tuesday, March 19, 2019.*

182

184

186

Kim Crane, CMC
City Recorder



MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, APRIL 02, 2019 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 Craig Jensen, Councilmember Jason Miller,
Councilmember Brett Nelson, Councilmember Michael Snelson, 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, Power Department Director Leon Fredrickson, Library
Director Dan Mickelson, Water Reclamation and Storm Water Superintendent Juan Garrido, Power
Department Technician Tim Johnson, IS Manager John Gleave, PC Technician Sandy Harward, and
PC Technician Stephen Boone. Excused from the meeting City Administrator Troy Fitzgerald.

CALL TO ORDER

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

INVOCATION AND PLEDGE

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

APPROVAL OF THE MEETING'S AGENDA

COUNCILMEMBER SNELSON MOVED TO APPROVE THE MEETING'S AGENDA AS
WRITTEN. COUNCILMEMBER JENSEN 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.

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**

Councilmember Creer who is also the grandson of Doc and Shirley Creer presented Doc Creer
with a memorial copy of the resolution proclaiming the Doc and Shirley Creer Youth Camp. He provided
a history of the service Doc and Shirley gave to the city with youth sports and as Mayor for two separate
terms. He noted they wanted to see a youth camp created up right hand fork by Jolley's Ranch using
volunteers. It took some ten years to bring it to fruition, it is now here.

Councilmember Creer introduced Doc Creer, who gave a few words on the history of how the
campground was created. He encouraged the current council and future councils to keep the area in
the canyon dedicated to the residence of Springville and the youth.

46 COUNCILMEMBER CREER MOVED TO APPROVE A **RESOLUTION #2019-13** NAMING THE
YOUTH CAMP IN JOLLEY'S RANCH CANYON PARK AS THE DOC AND SHIRLEY CREER YOUTH
CAMP.

48 COUNCILMEMBER JENSEN SECONDED THE MOTION. THE VOTE IS RECORDED AS
FOLLOWS:

50 COUNCILMEMBER CREER	AYE
COUNCILMEMBER JENSEN	AYE
52 COUNCILMEMBER MILLER	AYE
COUNCILMEMBER NELSON	AYE
54 COUNCILMEMBER SNELSON	AYE

RESOLUTION #2019-13 APPROVED

56

2. Arbor Day Proclamation - Bradley Neel, Building and Grounds Director

58 Director Neel presented the Arbor Day Proclamation for April 26, 2019. Springville City has been
a member of Tree City USA for the past 39 years, second longest member in the state only to Murray
60 City having 41 years as a Tree City USA member. He announced there would be an Arbor Day
assembly at the Art City Elementary school where city building and grounds personnel will teach
62 children about planting trees and taking care of them.

64 **COUNCIL BUSINESS**

Calendar

- 66 • Apr 09 - Budget Meeting 4:00 p.m.
- Apr 16 - Work/Study Meeting 5:30 p.m., City Council Meeting 7:00 p.m.
- 68 • Apr 24 - Springville Museum of Art's 95th Annual Spring Salon Opening Reception 6:00 p.m. -
8:00 p.m.
- 70 • 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

72

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

74

PUBLIC COMMENT

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

78 Rick Newton, resident; commented he was one of Doc Creer's scouts and helped with building
the youth camp. Materials were donated and volunteers helped to complete the camp. He announced
80 they have a sign that says Camp Creer and will have it installed at the entrance.

82 **CONSENT AGENDA**

84 3. Approval of the minutes for the Work/Study meeting and Regular City Council meetings held on
March 05, 2019.

86 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)

88 Attorney Penrod stated item #4 Condie Farms Plat, has two phases with the Plat. The first
phase would be completed far more in advance of the second phase. Part of the development requires
some density bonus infrastructure that may take some time. He asked if the Council would add to the
90 motion; allowing the developer to bond for density infrastructure and pull building permits.

92

94 COUNCILMEMBER NELSON MOVED TO APPROVE THE CONSENT AGENDA AS WRITTEN
WITH THE ADDITION OUTLINED BY CITY ATTORNEY PENROD.

96 COUNCILMEMBER SNELSON SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

REGULAR AGENDA

98 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**

100 Superintendent Garrido reported on a proposal to enter into an interlocal agreement with Utah
County for the dredging of the Spring Creek Channel. It would allow the four million gallons per day of
102 effluent water and storm water to reach the Provo Bay faster without causing water to back up on the
Spring Creek channel. Springville City's ultimate goal is to ensure the free flow of water on this channel
104 to avoid flooding on private property. Future maintenance of the channel will be negotiated with the
Utah Lake Commission as part of the Utah Lake Management Program.

106 Councilmember Nelson asked who would take care of the maintenance of the channel.
Superintendent Garrido replied it was in negotiations. The interlocal agreement tonight was to approve
108 a Utah County contractor, a one-time dredging, and shared cost between Utah County and Springville
City.

110 Councilmember Nelson asked if both agreements should be in effect for dredging and
maintenance. Superintendent Garrido explained the agreement tonight is for the one time dredging and
112 they will be working with Utah County on a second agreement to keep the channel open. Mayor Child
replied they need to dredge the channel in order to see what is involved and to save money by doing it
114 with the fragmities clean-up.

116 Director Stapley explained there will be multiple players in the maintenance of the channel and it
will take time to come up with an agreement.

118 COUNCILMEMBER NELSON MOVED TO APPROVE A **RESOLUTION #2019-14** AND
INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND THE CITY OF
120 SPRINGVILLE FOR A WATER WAY DREDGING KNOWN AS THE SPRING CREEK CHANNEL
WEST OF I-15 TO UTAH LAKE.

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

124 COUNCILMEMBER CREER	AYE
COUNCILMEMBER JENSEN	AYE
126 COUNCILMEMBER MILLER	AYE
COUNCILMEMBER NELSON	AYE
128 COUNCILMEMBER SNELSON	AYE

RESOLUTION #2019-14 APPROVED

130 6. **Consideration of a Resolution to approve a Permanent Sewer Easement Agreement between
132 Springville City and Suburban Land Reserve, Inc. - John Penrod, Assistant City
Administrator/City Attorney**

134 Attorney Penrod explained 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
136 Springville, which is immediately south of the Clyde Recreation Center. The agreement is for a sewer
easement in order to provide sewer services to the school. The State needs to install a sewer line from
138 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
140 installed, to the City. The easement will be a permanent non-exclusive easement. Attorney Penrod

142 reviewed the requirements of the easement. The City can access the easement at a reasonable time of
day. The easement is as is; any damages will be the City's responsibility for correcting.

143 Mayor Child asked if it would eventually become a road. Attorney Penrod said yes, eventually.

144 Councilmember Snelson asked if residential would be able to tie into the sewer. Attorney Penrod
replied it would.

146 Councilmember Jensen asked if an 8inch line was enough. Attorney Penrod said it would.

148 COUNCILMEMBER SNELSON MOVED TO APPROVE A **RESOLUTION #2019-15** THAT
APPROVES A PERMANENT SEWER EASEMENT AGREEMENT WITH SUBURBAN LAND
150 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.

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

154 COUNCILMEMBER CREER AYE

COUNCILMEMBER JENSEN AYE

156 COUNCILMEMBER MILLER AYE

COUNCILMEMBER NELSON AYE

158 COUNCILMEMBER SNELSON AYE

RESOLUTION #2019-15 APPROVED

160

7. **Presentation on Cyber Security - John Gleave, IS Manager.**

162 Information Services Manager Gleave reported on the Departments current efforts with Cyber
Security. He introduced the team in the IS Department; Stephen Boone, Network Administrator, and
164 Sandy Harward, TT Tech; who handles all requests from employees, sets up new computers and
oversees the city telephones.

166 Stephen Boone explained how the Sophos protection program operated.

168 Tim Johnson with the Power Department oversees the SCADA network for the Power
Department. He described how they check data and loads on the power system. As well as the water
department tank levels and pumps.

170 Councilmember Miller asked if they have done any emergency simulations and protocols.
Manager Gleave responded there is a group at BYU that can help with simulations at no charge.
172 Councilmember Miller asked if they had written procedures and protocols in place. Manager Gleave
reported they do have a cyber security policy in place.

174 Councilmember Miller asked about an employee policy. He provided an example of phishing
simulations with an incentive to those that do not sign on and if it is accessed more than a few times,
176 having consequences for those. Manager Gleave stated they are working on a policy.

178 Councilmember Miller asked if there was a benefit to having a distinction between utilities in the
city, or does that increase the manpower demand. Manager Gleave explained he does have to work
with the power department and IS Department was working to cover the Public Safety Department with
180 limited staff.

182 Councilmember Miller asked about a comparison on staffing with other cities and any best
practices with other city IT groups. Manager Gleave stated he would look for data on other cities
personnel coverage. At this time there is not an IT information group combined with other cities.
184

8. **CLOSED SESSION**

186 *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*

188 *individual, pending or reasonably imminent litigation, and the purchase, exchange, or lease of real*
190 *property, as provided by Utah Code Annotated Section 52-4-205.*

192 COUNCILMEMBER JENSEN MOVED TO ADJOURN THE REGULAR MEETING AT 8:28 P.M.
AND CONVENE IN A CLOSED SESSION REGARDING PROPERTY AND LITIGATION.

194 COUNCILMEMBER NELSON SECONDED THE MOTION. THE VOTE IS RECORDED AS
FOLLOWS:

196	COUNCILMEMBER CREER	AYE
	COUNCILMEMBER JENSEN	AYE
	COUNCILMEMBER MILLER	AYE
198	COUNCILMEMBER NELSON	AYE
	COUNCILMEMBER SNELSON	AYE

200

ADJOURNMENT

202 COUNCILMEMBER JENSEN MOVED TO ADJOURN THE CITY COUNCIL MEETING AT 8:52
P.M. COUNCILMEMBER SNELSON SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

204

206

208 *This document constitutes the official minutes for the Springville City Council Regular meeting held on Tuesday, April 02, 2019.*
210 *I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County,*
212 *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 02, 2019.

214

216

Kim Crane, CMC
City Recorder



STAFF REPORT

DATE: April 8, 2019
TO: Honorable Mayor and City Council
FROM: Laura Thompson, City Planner
SUBJECT: APPROVAL OF THE AMENDED PHASING PLAN FOR SUMSION WEST SUBDIVISION LOCATED IN THE AREA OF 1150 SOUTH 1250 WEST.

RECOMMENDED MOTION

Motion to approve the amended phasing plan for the Sumsion West Subdivision located in the area of 1150 South 1250 West.

BACKGROUND

Sumsion West Subdivision was approved as being completed in two phases. Plat 'A' was granted final approval on December 4, 2018 and includes the area east of 1200 West. The area west of 1200 West, Plat 'B' was granted final approval on December 18, 2018. Plat 'B' is now being proposed to be divided into three phases. Because the phasing is approved with the preliminary plans, the amended phasing will also amend the preliminary plans.



PLANNING COMMISSION REVIEW

The Planning Commission considered the amended plan on March 26, 2019 which received a recommendation of approval as part of the consent agenda.

Laura Thompson
City Planner II

Attachments

cc: David Simpson

SUMSION WEST

A RESIDENTIAL SUBDIVISION

SPRINGVILLE, UTAH

PRELIMINARY PLAN SET

MARCH 2019

-SHEET INDEX-

SHEET	SHEET NAME
1	COVER
2A & 2B	OVERALL BOUNDARY
3A & 3B	OVERALL SITE PLAN
4A & 4B	EXISTING TOPOGRAPHY
5A & 5B	BUILDABLE AREAS
6A & 6B	STORM DRAIN & SEWER LAYOUT
7A & 7B	PHASING PLAN
8	ALTA/NSPS LAND TITLE SURVEY - (BY OTHERS)
9	ALTA/NSPS LAND TITLE SURVEY - (BY OTHERS)
DT-01	DETAIL SHEET
DT-02	DETAIL SHEET
DT-03	DETAIL SHEET

OWNER/DEVELOPER
 DAVID SIMPSON
 801-376-1966
 407 N. MAIN STREET
 SPRINGVILLE, UT 84663

NOTES:
 1. SITE IS LOCATED IN FEMA FLOOD MAP AREA NUMBER: 4955170360A. SEE SHEET 4 FOR FEMA FLOOD ZONE MAP.
 2. UNDERGROUND LAND DRAINS THAT MUST BE RELOCATED TO EXISTING OUTFLOW.

SWPPP NOTES:

1. TRACKING PAD WILL BE BUILT USING 2"-FRACTURED ROCK AS SOON AS FOUNDATION IS BACK FILLED. ALL VEHICLES WILL ENTER THE SITE AT THIS POINT.
2. INSTALL A 3" CURB CUT BACK ON THE PARK STRIP FROM THE PROPERTY LINE TO PROPERTY LINE AS SOON AS FOUNDATION IS BACK FILLED.
3. PORTABLE TOILET MUST BE PLACED, PROPERLY ANCHORED BEHIND THE SIDEWALK OR 8' AWAY FROM CURB OR EDGE OF ASPHALT.
4. CONCRETE WASH OUT. DESIGNATE AREA AND TRAIN SUB-CONTRACTORS TO WASH CONCRETE, STUCCO AND PAINT IN THE WASH OUT AREA.
5. IF USING A CONCRETE PUMP TRUCK, A WATER TIGHT CONTAINER WILL BE PLACED UNDER THE HOPPER TO CATCH CONCRETE SPILLS AND WASH OUT WATER.
6. SEDIMENT BAGS. PLACE BAGS IN THE GUTTER NEAR THE DOWN STREAM PROPERTY LINE AND PROTECT INLETS NEAR THE CONSTRUCTION SITE.
7. SILT FENCE OR EARTH BERM TO BE INSTALLED PERPENDICULAR TO THE DOWN HILL SLOPES.
8. IF NECESSARY, A PERIMETER CONTROL FENCE WILL BE INSTALLED AROUND THE PROJECT TO CHANNEL ACCESS TO THE SITE THROUGH THE TRACKING PAD.
9. DUMPSTER. GARBAGE MUST BE CONTAINED AND REMOVED REGULARLY.
10. STREET SWEEPING. STREET AND GUTTERS WILL BE SWEEPED AT THE END OF THE WORK DAY OR AS NEEDED.
11. DUST CONTROL. TAKE NECESSARY ACTIONS TO KEEP DUST DOWN.

ELECTRICAL NOTES:

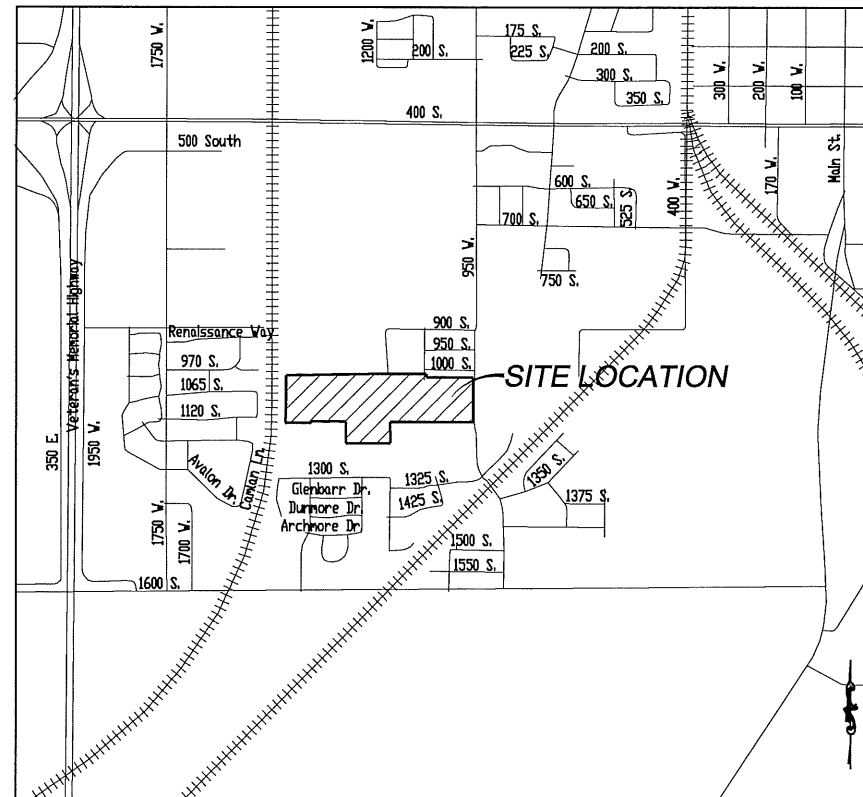
1. DEVELOPER SHALL COORDINATE ALL POWER DESIGN AND INSTALLATION WITH THE ELECTRICAL DEPARTMENT, JORDAN BEHUNIN 801-489-2750, jbehunin@springville.org.
2. DEVELOPER SHALL PROTECT ALL EXISTING ELECTRICAL FACILITIES AND OPERATING CLEARANCE REQUIREMENTS.
3. ALL EXISTING PUBLIC UTILITY EASEMENTS (PUE) AND EXISTING ELECTRICAL FACILITIES SHALL BE PRESERVED BY THE DEVELOPER.
4. DEVELOPER SHALL INSTALL ELECTRICAL SYSTEM AS PER SPRINGVILLE CITY POWER DEPT. SPECIFICATION MANUAL. (<https://www.springville.org/power/files/2017/09/electrical-reqs-standards-manual-9-11-17.pdf>)
5. DEVELOPER SHALL PROVIDE (PUE) ON ALL SIDES OF PROPERTY.
6. NO ELECTRICAL EXTENSION FEES WILL BE MADE AVAILABLE UNTIL SUBDIVISION IS FINALIZED AND PRIMARY POWER PLAN IS CREATED BY SPRINGVILLE CITY POWER. ONCE THE SUBDIVISION IS RECORDED, PLEASE NOTIFY THE POWER DEPARTMENT AND ALLOW TWO WEEKS FOR PRIMARY POWER PLAN TO BE CREATED.

NOTES:

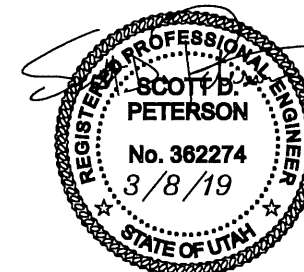
THE CONTRACTOR SHALL CONSTRUCT THE WORK SPECIFIED HEREIN IN ACCORDANCE WITH THE REQUIREMENTS OF THE SPRINGVILLE CITY STANDARD SPECIFICATIONS AND DRAWINGS MANUAL (LATEST EDITION) REQUIREMENTS OF THE SPRINGVILLE CITY PUBLIC WORKS DEPARTMENT, SPRINGVILLE CITY CODE, AND THE REFERENCED PORTIONS OF THOSE REFERENCED CODES, STANDARDS, AND SPECIFICATIONS LISTED HEREIN. WHERE THERE ARE DIFFERENCES BETWEEN THE PROJECT SPECIFICATIONS AND DRAWINGS AND SPRINGVILLE CITY STANDARD SPECIFICATIONS AND DRAWINGS AND SPRINGVILLE CITY CODE, THE SPRINGVILLE CITY STANDARD SPECIFICATIONS AND DRAWINGS AND SPRINGVILLE CITY CODE, SHALL GOVERN.

LEGEND
 (APPLIES TO ALL SHEETS)

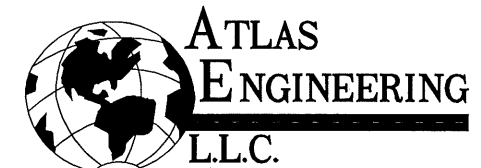
	SECTION CORNER
	SET 5/8" IRON PIN
	CALCULATED POINT, NOT SET
	EXISTING POWER POLE
	EXISTING FIRE HYDRANT
	EXISTING STREET LIGHT
	PROPOSED STREET LIGHT
	PROPOSED FIRE HYDRANT
	PROPOSED SIGN
	PROPOSED STREET SIGN
	PROPOSED CLUSTER MAILBOX
	PROPERTY BOUNDARY
	CENTERLINE
	RIGHT-OF-WAY LINE
	LOT LINE
	SECTION LINE
	EASEMENT
	EXISTING DEED LINE
	EDGE OF PAVEMENT
	EXISTING OVER HEAD POWER
	EXISTING FENCE LINE
	EXISTING DITCH
	EXISTING SANITARY SEWER W/MANHOLE
	EXISTING CULINARY WATERLINE
	EXISTING PRESSURIZED IRRIGATION
	PROPOSED PVC SDR-35 SEWER W/MH
	PROPOSED CULINARY WATERLINE
	PROPOSED PRESSURIZED IRRIGATION
	PROPOSED RCP STORM DRAIN
	PROPOSED 4" SEWER LATERAL
	PROPOSED 3/4" CULINARY WATER LATERAL
	PROPOSED 6" VINYL FENCE



VICINITY MAP
 -NTS-



SUMSION WEST



PHONE: 801-655-0566
 FAX: 801-655-0109
 946 EAST 800 NORTH
 SUITE A
 SPANISH FORK, UT 84660

OWNER/DEVELOPER
 DAVID SIMPSON
 801-376-1966
 407 N. MAIN STREET
 SPRINGVILLE, UT 84663

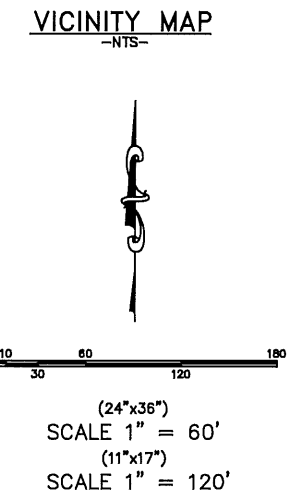
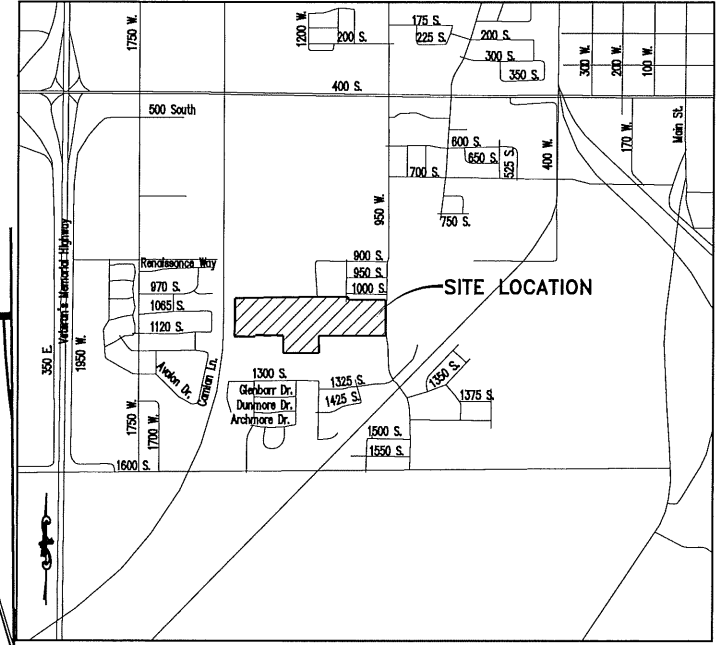
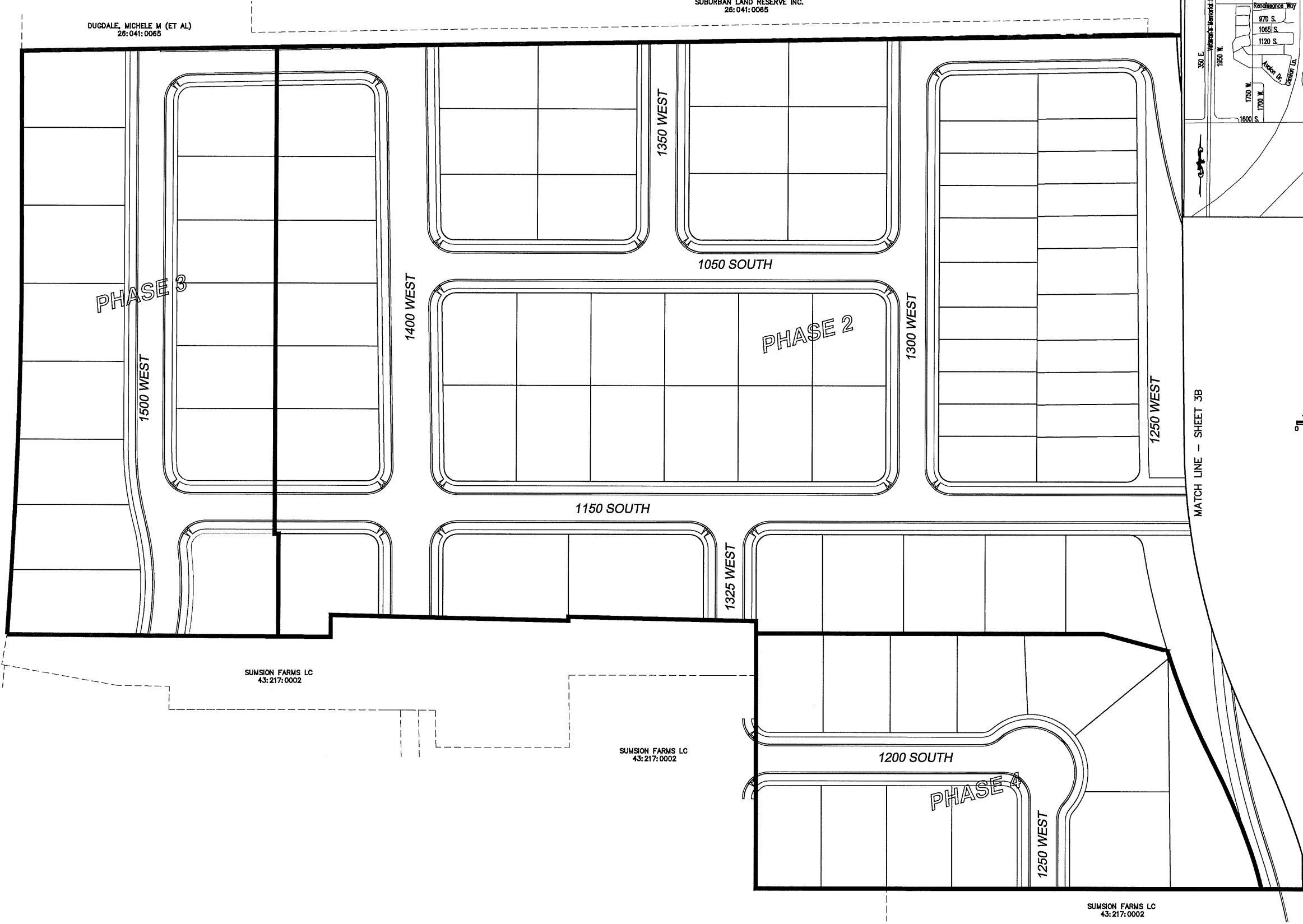
DUGDALE, MICHELE M (ET AL)
 26:041:0065

SUBURBAN LAND RESERVE INC.
 26:041:0085

SUMSION FARMS LC
 43:217:0002

SUMSION FARMS LC
 43:217:0002

SUMSION FARMS LC
 43:217:0002



MATCH LINE - SHEET 3B

SHEET NO. **7A**

PHASING PLAN
 MARCH 2019

SPRINGVILLE, UTAH
 COUNTY, UTAH

SUMSION WEST
 ATLAS A RESIDENTIAL SUBDIVISION

PHONE: 801-655-0566
 FAX: 801-655-0109
 946 EAST 800 NORTH
 SUITE A
 SPANISH FORK, UT 84660

ENGINEERING
 L.L.C.

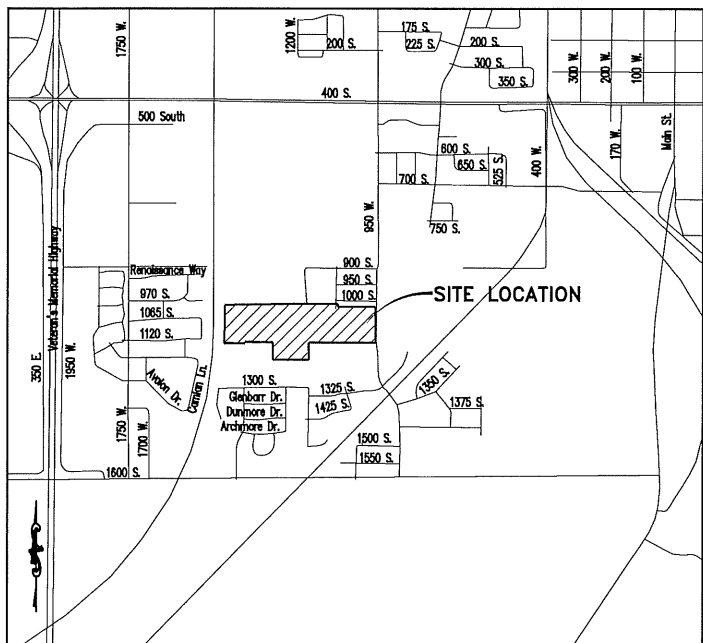
NO.	REVISIONS	BY	DATE
12			
11			
10			
9			
8			
7			
6			
5			
4			
3			
2			
1			

Z:\2017\17-112_Sumison_West\CADD\PRELIMINARY\07-PHASING.dwg 3/8/2018 2:44:54 PM JST

OWNER/DEVELOPER
 DAVID SIMPSON
 801-376-1966
 407 N. MAIN STREET
 SPRINGVILLE, UT 84663



(24"x36")
 SCALE 1" = 60'
 (11"x17")
 SCALE 1" = 120'



VICINITY MAP
 -NTS-

MATCH LINE -- SHEET 3A

1200 WEST

CORP OF PRES BISHOP CHURCH
 OF JESUS CHRIST OF LDS
 26:041:0041

PHASE 1

1100 WEST

1150 SOUTH

1050 SOUTH

950 WEST

SUMSION FARMS LC
 43:217:0002

SUMSION FARMS LC
 43:217:0002

MONTAGUE, CLINT
 43:151:0033

MCCOY, GARLAN
 & AMANDA
 43:151:0034

JOHNSON, PHILIP
 & ALISA
 43:151:0035

ACEVEDO, MARTHA
 43:151:0036

HERRICK, ROBERT
 & JAMIELYN
 43:151:0037

HADLEY, JOHN
 & KASSANDRA
 43:151:0038

LIMA, BRUNO
 & ALISA
 43:151:0039

DUSTIN, MACKENZIE
 & KELLY J
 43:151:0040

IVORY
 DEVELOPMENT LLC
 46:946:0020

CHAVEZ, DANTE
 46:946:0012

DINSDALE, NORMAN
 & PHYLLIS
 46:933:0011

HAYNE, STEPHEN
 & ALYSSA (ET AL)
 46:933:0010

IVORY
 DEVELOPMENT LLC
 46:933:0001

SHEET NO.
7B

PHASING PLAN
 MARCH 2019

SPRINGVILLE, UTAH
 COUNTY, UTAH

SUMSION WEST
 ATLAS A RESIDENTIAL SUBDIVISION
ENGINEERING
 L.L.C.

PHONE: 801-655-0566
 FAX: 801-655-0109
 946 EAST 800 NORTH
 SUITE A
 SPANISH FORK, UT 84660

NO.	REVISIONS	BY	DATE
12			
11			
10			
9			
8			
7			
6			
5			
4			
3			
2			
1			

Z:\2017\17-112_Sumision_West\CADD\PRELIMINARY\07-PHASING.dwg 3/8/2019 2:44:54 PM TST



STAFF REPORT

DATE: April 16, 2019

TO: Honorable Mayor and City Council

FROM: Kim Crane, City Recorder

SUBJECT: INTERLOCAL AGREEMENT BETWEEN UTAH COUNTY AND
SPRINGVILLE CITY FOR ADMINISTRATION OF THE 2019 MUNICIPAL
ELECTIONS

RECOMMENDED ACTION

MOTION TO APPROVE THE INTERLOCAL AGREEMENT BETWEEN UTAH COUNTY AND SPRINGVILLE CITY FOR THE ADMINISTRATION OF THE 2019 SPRINGVILLE CITY MUNICIPAL ELECTION.

SUMMARY OF ISSUES/FOCUS OF ACTION

Pursuant to the Interlocal Cooperation Act (Act), Title 11, Chapter 13, Utah Code Annotated, 1953, the parties desire to work together through joint and cooperative action that will benefit the residents of Springville City by providing a more efficient and cost effective municipal election.

Due to the increased interest in cities wishing to conduct all vote by mail elections, the Utah County Clerk Elections Division met with city recorders earlier this year to propose offering their services in assisting interested cities in conducting their vote by mail elections. The county would be in charge of administering the all vote by mail elections, including the processing, mailing and counting of the ballots. The cost of the election will be shared between the county and the individual cities, and an Interlocal Cooperation Agreement would be entered into that sets forth in writing the agreement regarding the joint administration of the 2019 Municipal Primary and General Election.

In 2017, Springville City contracted with Utah County to assist in administering the 2017 Municipal elections. Due to a low candidate turnout, a Primary election was not required and the cost per active voter was \$1.36.

FISCAL IMPACT

The County will provide a good faith estimate for budgeting purposes. Election costs are based upon the offices scheduled for election, the number of voters, and the number

of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections, which will not exceed the estimated rate.

There were 14750 active voters as of March 01, 2019. With the number of active voters, the estimated total per election is \$26,550.00. The County will recalculate the number of active voters seven days before the election.



RESOLUTION #2019-xx

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND THE CITY OF SPRINGVILLE, UTAH REGARDING THE ADMINISTRATION OF THE 2019 MUNICIPAL ELECTIONS.

WHEREAS, municipal elections will be held in the City of Springville on November 05, 2019;

WHEREAS, the City has adopted and authorized a vote-by-mail format for the municipal elections;

WHEREAS, it is the mutual benefit of both Utah County and Springville City to enter into an agreement providing for the parties' joint efforts to administer the 2019 Municipal Election, and;

WHEREAS, an Interlocal Cooperation Agreement, in the form attached hereto as **Exhibit A**, has been prepared to define the joint election administration and responsibilities.

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

1. The Interlocal Cooperation Agreement attached hereto as **Exhibit A** is hereby approved.
2. The Mayor is hereby authorized to execute the Agreement in substantially the form attached hereto as **Exhibit A**, with such minor changes and modifications as may be recommended by the City's legal counsel.

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

PASSED AND APPROVED this 16th day of April, 2019.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder

EXHIBIT A

Interlocal Cooperation Agreement between Utah County and Springville City
for the Administration of the 2019 Municipal Elections

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY
AND SPRINGVILLE CITY
FOR THE ADMINISTRATION OF THE 2019 MUNICIPAL ELECTIONS**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (Agreement), made and entered into by and between Utah County, a political subdivision of the State of Utah, and Springville City, a Utah municipality and political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (“Act”), Title 11, Chapter 13, Utah Code, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and CITY; and

WHEREAS, the parties to this Agreement are public agencies as defined in the Act; and

WHEREAS, Utah County and CITY desire to successfully conduct the 2019 CITY Municipal Primary (August 13, 2019) and General (November 5, 2019) Elections (collectively “2019 CITY Municipal Elections”); and

WHEREAS, it is to the mutual benefit of both Utah County and CITY to enter into an agreement providing for the parties’ joint efforts to administer the 2019 CITY Municipal Elections.

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until the completion of the parties' responsibilities associated with the 2019 CITY Municipal Elections or until terminated but is no longer than 1 year from the date of this Agreement. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney and the attorney for CITY. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

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, Utah County, by and through the Utah County Clerk/Auditor Elections Office, 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 such form and manner as Utah County shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

Section 3. PURPOSES

This Agreement has been established and entered into between the parties for the purpose of administering the 2019 CITY Municipal Elections. This Agreement contemplates basic, traditional primary and general elections for the 2019 CITY Municipal Elections. All other election-related services, including but not limited to services for special elections or elections for subsequent years, will need to be agreed to in a separate writing signed by both parties.

Section 4. RESPONSIBILITIES

The parties agree to fulfill the responsibilities and duties as contained in EXHIBIT A which is attached hereto and by this reference is incorporated herein for the 2019 CITY Municipal Elections.

CITY agrees to pay to Utah County the actual cost of County's administration of the 2019 CITY Municipal Elections which cost shall not exceed the estimated costs as contained in EXHIBIT B which is attached hereto and by this reference is incorporated herein. CITY agrees to pay to County the cost as contemplated herein within 30 days of receiving an invoice from County.

Section 5. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty days after providing written notice of termination to the other parties. Should the Agreement be terminated prior to the end of the stated term, CITY will be responsible for any costs incurred, including costs not then incurred but which are contemplated herein and irreversible at the time of termination such as return mailing costs, through the time of termination. The Parties to this Agreement agree to bring current, prior to termination, any financial obligation contained herein.

Section 6. INDEMNIFICATION

The parties to this Agreement are political subdivisions of the State of Utah. The parties agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Section 63G-7-604.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Agreement shall be placed on file in the office of the County Clerk/Auditor of Utah County and with the official keeper of records of CITY, and shall remain on file for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

This Agreement 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 (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code, and (d) filed in the official records of each party.

Section 9. 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, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code, and (d) filed in the official records of each party.

Section 10. SEVERABILITY

If any term or provision of the 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 11. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

Section 12. HEADINGS

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at the addresses of the City Mayor or County Commission, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. 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.

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 by Resolution No. 2019 - ____, authorized and passed on the ____ day of _____ 2019.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
WILLIAM C. LEE, Chairman

ATTEST: AMELIA A. POWERS
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:
DAVID O. LEAVITT, Utah County Attorney

By: _____
Deputy County Attorney

CITY

Authorized by Resolution No. _____, authorized and passed on the 16th day of April, 2019.

Richard J. Child, Springville City Mayor

ATTEST:

Kim Crane
Springville City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH
SPRINGVILLE CITY Attorney, John Penrod

By: _____

Exhibit A
2019 Municipal Elections
Scope of Work for Election Services
Revised 3/26/2019

The County shall provide to the City an Official Register as required by Utah Code Ann. § 20A-5-401, (as amended).

Services the City will provide, but are not limited to:

- All administrative functions related to candidate filing.
- All administrative functions related to financial disclosure required by state code and/or city code.
- Publish Public Notices required by law. The City may work with the County to publish notices jointly with other jurisdictions.
- Accept responsibility to keep candidates and the public up to date and current on all legal requirements governing candidates and campaigns.
- Thoroughly examine and proof all election programming done for the 2019 City Municipal Election. Final approval of ballots and programming will rest with the City.
- Host on the official City web site a link to or copy of the official reported results as hosted on the County Elections web page.
- City will not change the format or otherwise alter the official reported results, only displaying them in the form and format as provided by the County.
- City will canvas the final elections results.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

The City agrees to consolidate all elections administration functions and decisions in the office of the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot Layout and Design
- Ballot Printing
- Ballot Mailings
- Return Postage
- Ballot Processing
- Printing Optical Scan Ballots
- Program and Test Voting Equipment
- Program Electronic Voter Register
- Poll Worker Recruitment and Training
- Compensate Vote Center Poll Worker
- Delivery of Supplies and Equipment
- Tabulate and Report Election Results on County Website
- Provisional Ballot Verification
- Update Voter History Database
- Conduct Audits (as required)
- Conduct Recounts (as needed)
- Election Day Administrative Support
- Operation of county wide vote centers.
- Provide final, canvass report of Official Election Results. The city is responsible to canvass their municipal election on the date designated by the county.
- Such results will constitute the final Official Results of the Election.

The County will provide a good faith estimate for budgeting purposes. Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections which will not exceed the estimated rate in Exhibit B.

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

The City acknowledges that this Interlocal Agreement relates to a municipal ballot and election and as required by state statute, the City Clerk/Recorder is the Election Officer.

2019 Municipal Elections

Exhibit B

Active Voters for billing purposes, will be calculated 7 days before each Election Day

SPRINGVILLE

Election	Active Voters as of 3/1/19	Not to exceed \$1.80 per voter per election
Primary	14750	\$ 26,550.00
General	14750	\$ 26,550.00
Estimated Cost as of 3/1/2019		\$ 53,100.00



STAFF REPORT

DATE: April 10, 2019
TO: Honorable Mayor and City Council
FROM: Cari Thomsen, Legal Assistant
SUBJECT: **AMENDING ORDINANCE 8-3-102 DISCHARGING FIREARMS**

RECOMMENDATION

To amend Springville City Code §8-3-102 (Discharging Firearms) to allow freedom to use toys and less dangerous instruments, to correct language to allow common-place practices, and to exclude from use new instruments designed to work around many gun laws.

SUMMARY OF ISSUES/FOCUS OF ACTION

The City Council asked staff to research and revise the code regarding discharging firearms. After extensive research and meetings with law enforcement and the legal team, a presentation was made during a work session with City Council. The City Council agreed that the changes would be appropriate. City Council members asked for additional information on the feet per second that various weapons can shoot (included as an attachment). The issues addressed in the amended ordinance are as follows:

- The current code on discharging firearms unnecessarily allows the mayor to open up a rural area of the City for hunting to manage deer when instead, municipalities can apply for a certificate of regulation through the Division of Wildlife Resources to thin the deer population through those who specialize in doing so.
- The current code includes language that is vague such as “or any other instrument which expels a projectile” making it so that many toys are banned including: paintball guns, airsoft guns, candy cannons, etc.
- The current code does not address someone shooting their weapon from outside City limits directly into City limits.
- The current code does not specify allowance of common-place practices such as: 21-gun salute at a funeral, police officers using their weapons as part of their lawful duties, start pistol at a sporting event, patrons using firearms at a shooting range, or activities such as archery target-shooting by youth groups.
- The current code addresses instruments too specifically using language that may not be understood over time (i.e. bean shooter, flipper) and in doing so, regulates instruments that the majority of those involved feel need not be regulated.

Attachments: Proposed Amendments to Springville City Code §8-3-102
Chart demonstrating the feet per second of different weapons

ORDINANCE #XX-2019

AN ORDINANCE AMENDING THE DISCHARGING FIREARMS ORDINANCE,
SECTION 8-3-102 OF THE SPRINGVILLE CITY CODE.

WHEREAS, the City has an existing ordinance regarding the discharge of firearms, as allowed under Section 10-8-47 of the Utah Code Annotated; and

WHEREAS, the City Council wants to amend the ordinance language to clarify when the discharge of a firearm is allowed and to make the discharge of certain guns and instruments lawful under appropriate circumstances; and

WHEREAS, the City Council has determined that the clarifications and amendments in this ordinance are in the best interest of the citizens of Springville and an appropriate exercise of the City Council's legislative power.

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

SECTION 1: Section 8-3-102 of Springville City Code is hereby amended to the following:

Discharging Firearms.

"Firearm" means a device from which a projectile or projectiles may be propelled through a barrel by use of an explosion. "Firearm" does not include devices from which a projectile is propelled through a barrel by the use of air or other compressed gas except high-powered air rifles that shoot over 750 fps (feet per second).

"Other Instrument" means any device from which projectiles are expelled other than a firearm.

(1) Except as permitted by subsection (2) of this section, it shall be unlawful for any person within the limits of the City to discharge any ~~rifle, gun, pistol, air gun, bean shooter, flipper, sling shot, or any other instrument which expels a projectile, except in self-defense, or, in the case of target shooting, upon issuance of a permit by the Police Department.~~ firearm intentionally or negligently, loaded with blank or live cartridges, or cause a firearm projectile to come to rest within City limits except:

1. peace officers acting in the scope of their lawful duties,
2. a private citizen acting in reasonable self-defense,
3. patrons of a lawfully operated shooting range,
4. the discharge of blank cartridges at a theatrical or sporting event,
5. the firing of salutes by firing squads at a funeral, or
6. the lawful slaughtering of animals.

(2) Discharging a firearm within City limits may be allowed under extraordinary circumstances and upon issuance of a permit by the Police Department and shall be in compliance with any restrictions contained therein. Firearms shall not be discharged within 600 feet of any house, dwelling, or other structure except as allowed by subsection (1).

(3) Other instruments may be discharged on private property, or public property with permission, provided that any projectile does not cross onto private property owned by another or public property without permission. Other instruments shall not be discharged if the discharge may reasonably result in injury or damage.

(4) Any person who violates the provisions of this Chapter shall be guilty of a Class B misdemeanor and, upon conviction thereof, the maximum fine shall be in accordance with the current State Uniform Fine Bail Schedule.

~~(2) The Mayor may, upon recommendation of the Chief of Police, open any rural area of the City to hunting by proclamation and allow the discharge of firearms within that area for such purpose under the following conditions:~~

~~— (a) The proclamation shall specify the area or areas in which hunting will be allowed.~~

~~— (b) The proclamation may limit or restrict the type of firearms and ammunition which may be used in any area.~~

~~— (c) The proclamation shall permit such hunting for a period not to exceed thirty (30) days and shall specify the days on which hunting is permitted.~~

~~— (d) Nothing in this Section or in the proclamation shall be construed to allow hunting in any area or the use of firearms in any area where restricted by State law, and the proclamation shall contain a statement to that effect.~~

~~— (e) The proclamation shall be posted at the City office and Police Department and shall be otherwise posted and published in the same manner as required for a City ordinance.~~

~~— (f) The Mayor may include such other reasonable restrictions in the proclamation as the Mayor shall deem appropriate.~~

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 16th day of April, 2019.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder

Chart Demonstrating Feet Per Second of Various Weapons

Type of Air Instrument	Feet Per Second	Image
Daisy 1938B Red Ryder BB Gun	350	
Daisy 499B Champion BB Gun	240	
Daisy Powerline 5170 BB Gun	520	
Daisy Powerline Model 901	750	
Daisy Powerline 880 Pellet Gun	750	
Daisy Multi-Pump Air Gun 880	800	
Crosman M4-177 Pellet Gun	660	
Crosman Pumpmaster 760 Pellet Gun	625	
SR25-M110K Sniper Rifle Replica Airsoft Gun	365	
Soft Air Thompson M1A1 Full-Metal Body AEG Airsoft Gun	400	
Black Ops BOA Semi Automatic Airsoft Pistol	400	
Tippmann A-5 .68 Caliber Paintball Marker	300	
Action Village Kingman Spyder Epic Paintball Gun	300	

First Strike T15 Paintball Gun	310	
Tippmann Cronus Paintball Marker	195	
Gamo Wildcat Whisper	975	
Umarex USA PCP 900 RWS Gauntlet	950	
Benjamin Varmint Power Pack Air Rifle .22	950	
Benjamin Marauder Wood Stock Air Rifle	1100	
Bear River TPR 1300 Suppressed Air Rifle	1300	
Gamo Swarm Maxxim Air Rifle	1300	
Magnum Air Rifle	1300	
Crosman Benjamin Trail NP XL 1500 .177 Nistro Piston Air Rifle	1500	



STAFF REPORT

DATE: April 1, 2019
TO: Honorable Mayor and City Council
FROM: Bradley D. Stapley, Director of Public Works
SUBJECT: PROPERTY PURCHASE OF APPROXIMATELY 0.26 ACRES OF UNDEVELOPED GROUND FOR INTERSECTION IMPROVEMENTS

RECOMMENDED ACTION

Motion to authorize the Mayor, pending review by the City Attorney, John Penrod, to enter into an agreement with V.S. Storage (property owners), to acquire 0.26 acres of property located at approximately 900 North Main Street for intersection improvements as shown in Exhibit A.

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

Springville City is working with the Utah Department of Transportation (UDOT) to install a traffic signal at the intersection of 900 North and Main Street.

UDOT has indicated that the easterly leg of the intersection is needed to facilitate safe access into the intersection from current access points on the east side of the intersection. This access will require the acquisition of said 0.26 acres of undeveloped property.

The City's acquisition of this property (shown outlined in blue in the photo below) will allow final design and construction of the intersection in the summer 2019.



Parcel Location

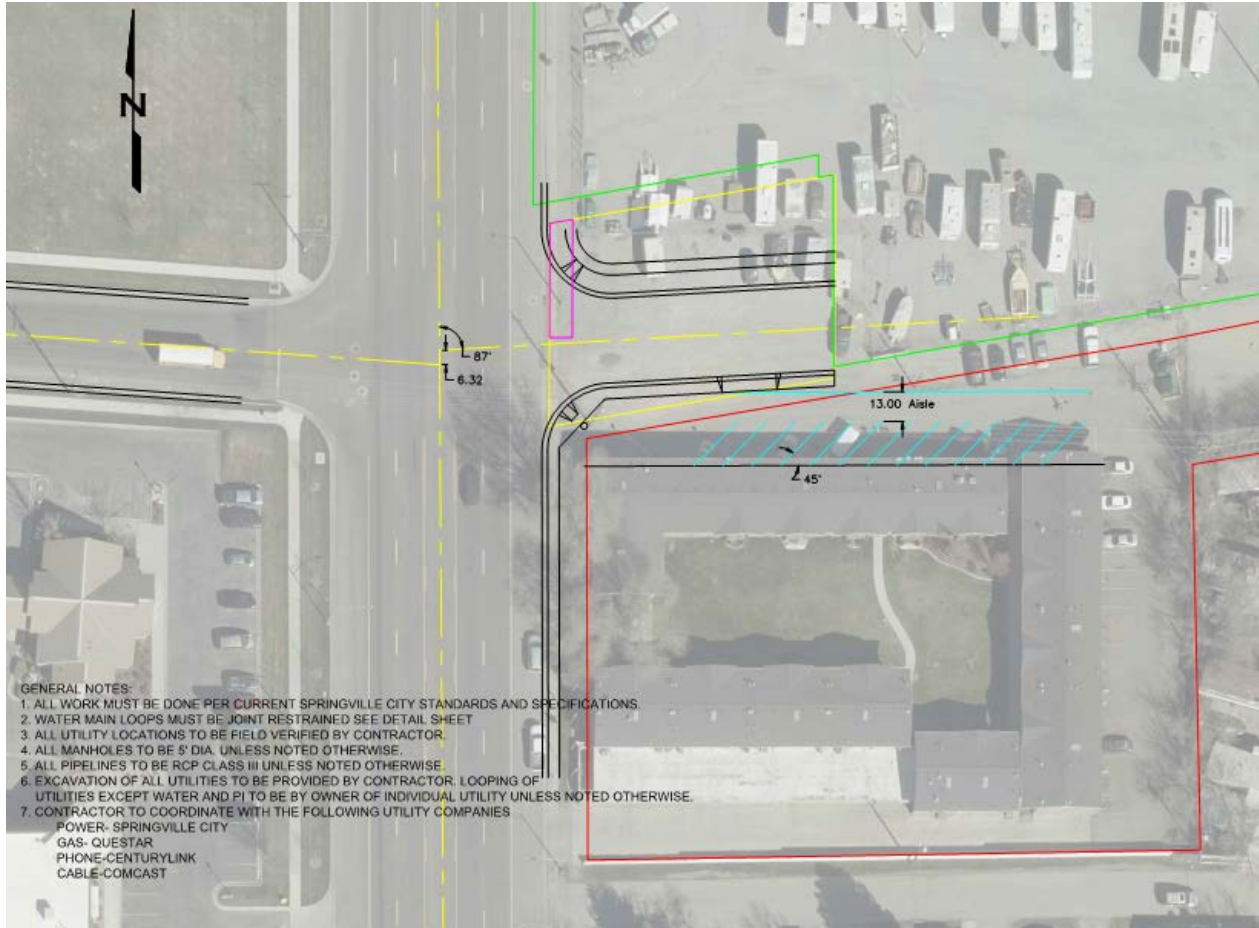
DISCUSSION

The Utah Department of Transportation recently finished a traffic signal warrant study at the intersection of 900 North and Main Street. At the conclusion of this study, UDOT informed Springville City that a traffic signal was warranted at that intersection.

UDOT’s initial design showed a “tee” type intersection at the 900 North Main Street location. UDOT and Springville engineers have since worked together and modified the design to a full signal-controlled intersection (see preliminary design below).

The full signal-controlled intersection will require the acquisition of the 0.26 acre parcel to accommodate the easterly leg of the intersection.

This intersection modification will allow safer access to the adjacent RV Storage parcel and for residents living in the Spring Creek Apartments. Note, the current number of parking spaces on the north side of the Spring Creek Apartments is not changed with the modified design.



Preliminary Intersection Design

RECOMMENDATION

Public Works staff supports the property purchase the 0.26 acre parcel located at approximately 900 North Main Street in Springville to allow a full traffic signal-controlled intersection at this location.

FISCAL IMPACT

This City's portion of the intersection improvement project (approximately \$50,000 for the east leg improvements) has been placed in the preliminary 2019-20 Budget, and will be paid for using C-road Funds.



STAFF REPORT

DATE: April 10, 2019
TO: Honorable Mayor and City Council
FROM: Jason Van Ausdal, Chief Building Official; John Penrod, City Attorney
SUBJECT: CONSIDERATION OF AMENDING SECTION 10-1-105 OF THE SPRINGVILLE CITY CODE TO ALLOW BASEMENTS FOR STORAGE IN COMMERCIAL STRUCTURES ALONG 400 SOUTH.

RECOMMENDATION

To approve Ordinance No. _____ that amends Springville City Code Section 10-1-105 to allow basements for storage in commercial structures along 400 South between 400 West and 1200 West.

SUMMARY OF ISSUES/FOCUS OF ACTION

Springville City has received several requests over the years to allow basements in the Westfields area. The City Council has regularly denied the requests based upon the high and always fluctuating groundwater and the minimal land drain system in the Westfields. Currently, there is only one subdivision with basements in the Westfields and those basements have flooded during high water years.

Recently, a commercial entity along 400 South has asked for a basement to be used for storage. City staff has discussed the issues that staff would feel comfortable to allow a commercial basement for storage only. The staff's biggest concern is that the depth of the groundwater is always fluctuating, and there is not a great solution for where to put the groundwater in order to stop it from flooding a basement. In addition, the staff recommends limiting where basements may be located to commercial properties along 400 South between 400 West and 1200 West.

The proposed ordinance allows commercial basements based on the following criteria:

- (a) The basement may only be used for storage and shall not be used for habitable spaces, which means that basements cannot be used for living, working, sleeping, eating or cooking.
- (b) The structure must be located immediately adjacent to and above a land drain that is part of the Springville Drainage District's infrastructure system.
- (c) A foundation drain shall be installed around the entire foundation of the structure with a sump pump that pumps water into the land drain or by connection to the land drain that allows discharge by gravitational means;

(d) Prior to constructing the structure, the owner of the structure shall provide written documentation to the City that the Springville Drainage District has approved connecting the sump pump into the Springville Drainage District's infrastructure.

(e) The foundation of the structure shall be located four feet (4') higher than the groundwater as determined by a valid geotechnical report.

(f) The owner of the property shall sign a release and indemnification document approved by the City that will bind future land owners and be recorded against the property.

Attachments: Proposed Ordinance

ORDINANCE #XX-2019

AN ORDINANCE AMENDING SECTION 8-3-102 OF THE SPRINGVILLE CITY CODE TO ALLOW FOR COMMERCIAL BASEMENTS IMMEDIATELY ADJACENT TO 400 SOUTH.

WHEREAS, Section 10-1-105 of the Springville City Code currently does not allow for the construction of any basements west of 400 West; and

WHEREAS, the City Council wants to amend the ordinance to allow for commercial basements to be used for storage for properties located immediately adjacent to the 400 South corridor; and

WHEREAS, the purpose of the proposed ordinance amendments is to require commercial owners to take specific precautions to eliminate potential flooding of commercial basements and the City's liability; and

WHEREAS, the City Council has determined that the clarifications and amendments in this ordinance are in the best interest of Springville and an appropriate exercise of the City Council's legislative power.

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

SECTION 1: Section 10-1-105 of Springville City Code is hereby amended to the following:

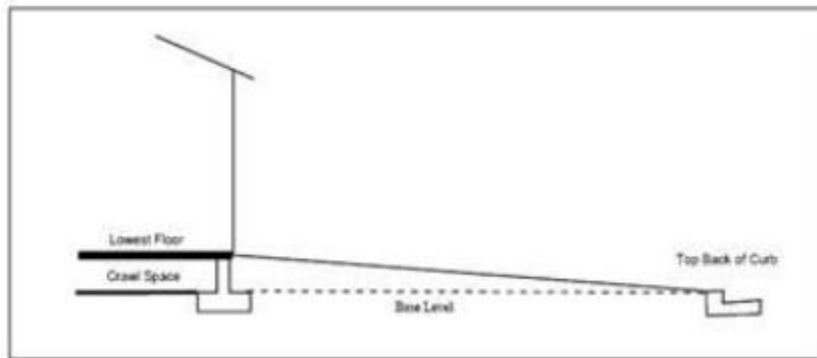
10-1-105 Base Floor Elevation for All Areas West of 400 West Street Which Includes the Westfields Overlay Zone.

(1) For areas within the Westfields Overlay Zone and all other areas west of 400 West Street, or where the alignment of 400 West Street would occur as determined by the City Engineer or designee if no street exists, the base floor elevation, whether for slab on grade construction or the crawl space floor, shall be no lower than the top back of curb elevation.

(2) To the extent allowed by flood protection measures, underground garages with internal traffic circulation and slab on grade elevations used in conjunction with commercial and multiple-family structures may be depressed below top back of curb, provided the site and adjacent locations have met all the following conditions:

(4a) The entire site surface design allows for discharge of all storm and irrigation waters to an approved drainage system;

- (2b) Approved drainage system establishes an emergency overflow protection elevation;
- (3c) Garage floor and/or slab on grade elevations shall be a minimum of twelve (12) inches above emergency overflow protection elevation;
- (4d) Depth of any onsite parking surface flood potential shall not exceed twelve (12) inches of depth;
- (5e) Emergency overflow protection path shall discharge to a public street or other approved location;
- (6f) Base elevations shall comply with City floodplain ordinances with relation to elevations set forth by FEMA floodplain maps; and
- (7g) All recommendations from licensed geotechnical professionals are satisfied for site conditions.



(3) For commercial buildings located within 300 feet of 400 South between 400 West and 1200 West, base floor elevations may be located below back of curb as long as the below criteria are met:

(a) The portion of the structure below back of curb that does not meet the criteria under subsection (2) shall only be used for storage and shall not be used for habitable spaces, as defined by the International Building Code;

(b) The structure must be located immediately adjacent to and above a land drain that is part of the Springville Drainage District's infrastructure system;

(c) A foundation drain shall be installed around the entire foundation of the structure with a sump pump that pumps water into the land drain or by connection to the land drain that allows discharge by gravitational means;

(d) Prior to constructing the structure, the owner of the structure shall provide written documentation to the City that the Springville Drainage District has approved connecting the sump pump into the Springville Drainage District's infrastructure;

(e) The foundation of the structure shall be located four feet (4') higher than the groundwater as determined by a valid geotechnical report; and

(f) The owner of the property shall sign a release and indemnification document approved by the City that will bind future land owners and be recorded against the property.

(Adopted by Ord. No. 05-2007; Ord. No. 07-2009, 04/07/2009; Ord. No. 18-2017, 08/01/2017; Ord. 03-2018, 03/06/2018; Ord. 05-2018, 03/20/2018)

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 16th day of April, 2019.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder



STAFF REPORT

DATE: April 11, 2019

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: **CONSIDERATION OF A LICENSE AGREEMENT BETWEEN SPRINGVILLE CITY AND PRESTIGE BROADBAND, LLC, THAT GRANTS A LICENSE TO PRESTIGE TO CONNECT AN ANTENNA ON A POLE ON THE HOBBLE CREEK GOLF COURSE PROPERTY AND RUN A FIBER THROUGH THE HOBBLE CREEK GOLF COURSE PROPERTY.**

RECOMMENDATION

To approve Resolution No. _____ that approves a License Agreement between Springville City and Prestige Broadband, LLC.

SUMMARY OF ISSUES/FOCUS OF ACTION

Over the years, several Internet providers have attempted to provide Internet to Hobbles Creek Canyon residents and businesses. The Internet provided in the Canyon has not always been reliable. Prestige Broadband, LLC, has requested the City provide Prestige with a pole attachment and ability to run a fiber from the pole to the Grindstone Subdivision and up the canyon. The proposed License Agreement would allow Prestige Broadband the pole attachment and ability to install fiber on City owned property. In return, Springville City will receive three internet connections and an annual payment.

The Agreement contains the following provisions:

- License. Prestige is granted a non-exclusive license to attach an antenna to a pole that will be installed by Springville's Power Department. The license also allows Prestige to install an underground fiber on the City's canyon properties. The below picture shows the location of the pole. It will be installed adjacent to the driving range.



- Term. The initial term of the agreement will be for five years with the ability to extend the term for four additional five-year periods.
- Payments.
 - Pole Installation. Prestige will pay the City the cost for the pole installation.
 - Annual License Payment. Prestige will pay the greater of 3.5% that they make off of the improvements or \$250, which is ever greater. This is equal to what a small cell would pay.
 - Internet Connections. Springville will get three free internet connections for the golf course, Kelly's Grove and Rotary Park.
- License Area Condition. Prestige will take the license area "as is, where is" without any warranties.
- Indemnification. Prestige will be required to indemnify the City.
- Insurance. Prestige will be required to maintain liability, workers comp, and auto coverages.
- Work. All work installing the improvements will be done at Prestige's sole cost.
- Access. Prestige will be allowed to access the license area only at times that will not interrupt golfers and other Hobble Creek Golf Course patrons. Times and locations of work have to be approved by the golf pro.

Attachments: Proposed Resolution and License Agreement

RESOLUTION #2019-xx

A RESOLUTION APPROVING A LICENSE AGREEMENT BETWEEN SPRINGVILLE CITY AND PRESTIGE BROADBAND, LLC.

WHEREAS, Prestige Broadband, LLC, is committed to providing reliable, high-speed internet to Hobble Creek Canyon (the "Internet Services"); and

WHEREAS, As part of providing the Internet Services, Prestige needs to locate an antenna on the Hobble Creek Golf Course property and run fiber from the antenna through the golf course property to the Grindstone Subdivision; and

WHEREAS, the License Agreement provides Prestige a license to install its infrastructure as needed in return for three internet connections and other consideration; and

WHEREAS, the parties now desire to enter into the attached agreement; and

WHEREAS, the City Council finds that the attached agreement is in the best interests of the City.

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

SECTION 1. Agreement Approval. The Agreement, substantially in the form attached as Exhibits A is approved and shall be executed by Springville City. The City Attorney may make and/or agree to minor revisions to the Agreement, and City staff may approve the final exhibits to the Agreement.

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

PASSED AND APPROVED this 16TH day of April 2019.

By

Richard J. Child, Mayor

ATTEST

Kim Crane, Recorder

EXHIBIT A

Agreement

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**Agreement**”) is made this ____ day of April 2019 (the “**Effective Date**”) by and between Springville City, a Utah municipal corporation, with an address of 110 South Main Street, Springville, Utah 84663 (“**Licensor**”), and Prestige Broadband, LLC, a Utah limited liability company, with an address of 224 South Main Street, Springville, Utah 84663 (“**Licensee**”).

RECITALS

A. Licensor is the owner of the Hobble Creek Golf Course in Utah County, Utah (“**Licensor’s Property**”).

B. Licensee is a broadband provider and desires to provide Internet and other related broadband services to businesses and residents in Hobble Creek Canyon.

C. In order to provide broadband services in Hobble Creek Canyon, Licensee desires a non-exclusive license to attach an antenna to a power pole (no greater than 35 feet) and a license on, over, across, under and through certain portions of Licensor’s Property to run fiber from the pole to other properties in Hobble Creek Canyon, as depicted on EXHIBIT A, attached hereto and incorporated herein by this reference (the “**License Area**”), for the purposes set forth in this Agreement.

D. Licensor is willing to issue such license to Licensee, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. **Issuance of License and Temporary Construction License.** Licensor hereby issues to Licensee a non-exclusive license on, over, across, under and through the License Area (the “**License**”) for the purpose of facilitating the design, installation, and construction of Licensee’s equipment as shown on EXHIBIT B (the “**Improvements**”) by Licensee. Except for the antenna attachment to the Pole (as defined in Section 3) and the drop from the Pole, all of the Improvements will be installed underground.

2. **Term.**

- 2.1. **Initial Term:** The Initial Term of this License shall be for five (5) years, commencing on the effective date of this License.
- 2.2. **Extended Terms:** The parties may agree to extend the Initial Term of this License for four (4) additional periods of five (5) years each (“**Extended Term**”) provided Licensee is not in default hereunder. Each extended term of five years must be exercised by a written notice from Licensee to Licensor within thirty (30) days of the prior terms termination date and must be agreed to and signed off by Licensor for it to be effective.

In the event Licensor does not agree for any reason or no reason to any of the five (5) year Extended Terms, this License shall terminate at the end of the then current term.

- 2.3. Termination: Either party may terminate this Agreement for the following reasons: (i) based on sound engineering principles, either party determines that any portion of the Improvements has become structurally unsound or unsafe; (ii) based on sound engineering principles, either party determines that the Improvements have become hazardous or dangerous to persons or property due to an Act of God; or (iii) Licensee's use of the License Area is interfering with the rights of other people that use Licensor's property; and (iv) any breach of this Agreement.

3. License Payments.

- 3.1. Pole Installation. Licensee shall pay Licensor the amount of \$_____ for the installation of the power pole, which pole will be installed by Licensor (the "Pole").
- 3.2. Annual License Payment. Licensee shall pay Licensor an initial payment of \$250 for Licensee's use of the License Area, which payment shall be made within 30 days of the effective date of this Agreement. Commencing on May 1, 2019, and every May 1st thereafter, Licensee shall pay Licensor the greater amount of: (i) 3.5% of all gross revenue related to the provider's use of the License Area from the previous year, or (ii) \$250 annually for use of the License Area.
- 3.3. Free Internet Connections. In addition to the Annual License Payment, Licensee shall provide Licensor three Internet connections free of charge located at (i) the Hobble Creek Golf Course Club House, (ii) the Licensor's Kelly's Grove Park at a location decided by Licensor, and (iii) Licensor's Rotary Park at a location decided by Licensor. The three connections shall provide Licensor with Licensee's best (highest speeds and best performance) and most expensive Internet package offered to customers, which Internet service shall be continuous, uninterrupted services throughout the term of this Agreement. The Hobble Creek Golf Course Club House Internet service shall be installed and in operation within two months of the effective date of this Agreement. The remaining two Internet connections shall be installed and in operation within 6 months of the effective date of this agreement. In the event that the Internet connections are not made within the mentioned time periods, Licensee shall pay Licensor \$100 per month for each connection not made on time until such time that the connections are made and in operation.
- 3.4. Payments. All payments required under this Section 3 by Licensee to Licensor shall be made by mailing or hand delivering the payment to Springville City, Attn: Finance Department, 110 South Main Street, Springville, Utah 84663.
- 3.5. Late Payments. In the event that any of Licensee's payments are fifteen (15) or more days past due, Licensee shall pay Licensor interest on such unpaid payments at the rate of eighteen percent (18%) per annum computed from the date such payment was due until the date actually paid.

4. Access. Licensee, and their respective agents, servants, employees, consultants, contractors and subcontractors shall have the right to enter upon the License Area solely for the purposes permitted by this Agreement, provided, however, at all times, except as otherwise stated herein, Licensee shall ensure Licensor and Licensor's guests and invitees have access to the Licensor Property. Licensee shall enter upon the License Area at their sole risk and hazard, and the Licensee and Licensee's agents, contractors, subcontractors, successors and assigns, hereby release Licensor from any and all claims relating to the condition of the License Area and

Licensor's Property, and the entry upon the License Area or Licensor's Property by the Licensee, and their respective agents. At all times, Licensee shall (i) use reasonable efforts to minimize any interference or disruption to Licensor's use and occupancy of the License Area or Licensor's Property, and (ii) not at any time or in any way interrupt golfers and other patrons of the Hobble Creek Golf Course. Licensee shall work with and obtain the permission of Licensor's golf pro, or other designee, before entering on the License Area during golfing hours in the golf season.

5. Reservation by Licensor. Notwithstanding anything to the contrary herein, Licensor hereby reserves the right to use the License Area for any use. Without limiting the generality of the foregoing, Licensor expressly reserves the right to grant or issue additional rights, licenses or encumbrances to other third parties to use or occupy the License Area (or the surface of the Licensor Property above same). Licensee hereby understands and agrees that the License is issued on a non-exclusive basis and that other third parties have been, and/or may be in the future, issued the right by Licensor to use the License Area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of the License rights issued hereby.

6. Condition of the License Area. Licensee accepts the License 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 License Area. Licensee hereby waives all warranties, express or implied, regarding the title, condition and use of the License Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the License is issued to Licensee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the License 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. Licensee 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 License Area.

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

7. Construction of the Improvements. The Licensee 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, the Licensee shall provide Licensor with evidence reasonably satisfactory to Licensor of such completion. The construction of the Improvements, including, without limitation, all labor, materials, and equipment, shall be done at Licensee's sole cost and expense. Licensee shall work with Licensor's golf pro to make sure that the Hobble Creek Golf Course is disrupted as little as possible during Licensee's construction and work activities. Licensor's golf pro, or his designee, must agree to staging, construction hours, construction time period (from commencement to completion) and all other construction activities prior to Licensee commencing the construction of the Improvements.

8. Maintenance; Restoration; and Damage.

8.1. **General Maintenance and Restoration.** The Licensee, at its sole cost and expense, shall maintain and repair the Improvements and License Area in good order and condition. The Licensee shall promptly repair any damage to Licensor's Property, Licensor'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, concrete surfaces, signs, lighting, buildings, etc.), and License Area caused by the Licensee or Licensee's agents, and shall restore Licensor's Property, Licensor's improvements and the License Area to the same or better condition as they existed prior to any entry onto or work performed by the Licensee or Licensee's agents. The Licensee'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 Licensor's Property; (ii) the filling in and repairing of all other portions of Licensor's Property, Licensor's improvements, and the License Area which are damaged, rutted or otherwise disturbed as a result of the Licensee's operations; (iii) grading the areas in which the soils were removed and relocated; and (iv) leaving the Licensor's Property in a condition which is clean, free of debris and hazards which may be caused by the Licensee's activities, and subject to neither environmental hazards nor liens caused by the Licensee's activities.

In the event the Improvements require removal, realignment, or relocation of Licensor's improvements located on the Licensor Property, then the Licensee, at its sole cost and expense, shall remove, relocate, or realign Licensor's improvements.

8.2. **Future Work Conducted.** Licensee will provide Licensor with at least thirty (30) days' prior written notice before entering onto the License Area to perform any work as set forth in this Agreement and use reasonable efforts to minimize any interference or disruption to Licensor's use and occupancy of Licensor's Property.

9. **Indemnification.** To the fullest extent permitted by law, Licensee shall indemnify, release and defend, with counsel of Licensor's choice, and hold Licensor and its employees, officers, divisions, agents, volunteers, representatives and affiliated individuals and entities and its and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees (collectively the "Claims", or a "Claim") from or by any unaffiliated third party, Licensee, and/or Licensee's respective agents, arising from or relating to (i) any use of the License Area and/or adjacent areas by Licensee or Licensee's respective agents, (ii) any act or omission of Licensee or any of Licensee's respective agents, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Licensee or Licensee's agents and its or their property on the License Area and/or adjacent areas, (iv) any violation or alleged violation by Licensee or Licensee's respective agents of any law or regulation now or hereafter enacted, (v) the failure of Licensee to maintain the License Area and/or the Improvements in a safe condition during construction, (vi) any loss or theft whatsoever of any property or anything placed or stored by Licensee or Licensee's respective agents on or about the License Area and/or adjacent areas, (vii) any breach by Licensee of its obligations under this Agreement, and (viii) any enforcement by Licensor of any provision of this Agreement against Licensee and any cost of removing Licensee or Licensee's respective agents or its or their property or equipment from the License Area or restoring the same as provided herein; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by gross negligence or willful misconduct of the Indemnitees. Licensee, as a

material part of the consideration of this Agreement, waives all claims or demands against Licensor and the other Indemnitees for any such loss, damage, or injury of Licensee or Licensee's property. The indemnity provided by Licensee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

10. Insurance. During the term of this Agreement, Licensee shall maintain in force throughout the duration of this Agreement, and require any agents, contractors, subcontractors or other entities or persons acting on behalf of Licensee, the following insurance coverage and policies:

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 License Area and the ways immediately adjoining the License 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). Licensor 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 License Area, Licensor'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".

10.4. Waiver. Licensee hereby waives and Licensee shall require it's contractors to waive and to cause such contractors' respective insurance carriers to waive any and all rights of subrogation, recovery, claims, actions or causes of action against Licensor for any loss or damage with respect to Licensor's Property and the Improvements, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Agreement been carried) covered by insurance.

10.5. Additional Terms. Neither the amount nor the scope of any of the obligations of Licensee under this Agreement or otherwise, shall be limited to the amount of the insurance Licensee is required to maintain hereunder. Any policies or certificates of insurance required under the provisions of this Section must contain an endorsement or provision that not less than thirty (30) days' prior written notice is given to Licensor prior to cancellation or reduction of coverage or amount of such policy.

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

15.4. 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.

15.5. 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.

15.6. 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).

15.7. 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.

15.8. 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.

15.9. Dedication. 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. Licensor shall have the right to perform any act, or do anything, from time to time that Licensor may deem necessary or desirable to assure that no public gift dedication (or deemed gift dedication) occurs.

15.10. Ownership of Improvements. Upon expiration of the Term, the Improvements shall be the property of the City of Springville.

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

LICENSOR:

SPRINGVILLE CITY

By: _____
Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder

LICENSEE:

PRESTIGE BROADBAND, LLC

By: _____

Name (Print): _____

Its: _____

EXHIBIT A

[Depiction of the License Area]

EXHIBIT B