



**WORK/STUDY AGENDA
SPRINGVILLE CITY COUNCIL MEETING
OCTOBER 01, 2019, 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
 - Oct 08 - Work/Study Meeting 5:30 p.m.
 - Oct 15 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
 - Oct 31 - City Main Street Safe Halloween Event 3:00 p.m.
 - Nov 3 - Daylight Savings Ends
 - Nov 5 - Municipal General Election Day
 - Nov 5 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
2. **DISCUSSION ON THIS EVENING'S REGULAR MEETING AGENDA ITEMS**
 - a) Invocation - Councilmember Miller
 - b) Pledge of Allegiance - Councilmember Nelson
 - c) Consent Agenda
 1. Approval of minutes for the September 10, 2019 Work Study meeting
 2. Approval of the Mayors appointments to the Library Board of Tawyna Monson and Terry Smith
 3. Approval of an Ordinance and amendment to Springville City Code Title 2, Chapter 5 - Kim Crane, City Recorder
3. **DISCUSSIONS/PRESENTATIONS**
 - a) MAG Regional Transportation Plan
 - b) Light Industrial Manufacturing Overlay-Highway 51 - Josh Yost, Community Development Director
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 09/27/2019

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
OCTOBER 01, 2019 AT 7:00 P.M.
City Council Chambers
110 South Main Street
Springville, Utah 84663

CALL TO ORDER
INVOCATION
PLEDGE
APPROVAL OF THE MEETING'S AGENDA
MAYOR'S COMMENTS

PUBLIC COMMENT

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

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.

1. Approval of minutes for the September 10, 2019 Work Study meeting
2. Approval of the Mayors appointments to the Library Board of Tawyna Monson and Terry Smith
3. Approval of an Ordinance and amendment to Springville City Code Title 2, Chapter 5 - Kim Crane, City Recorder

REGULAR AGENDA

4. Consideration of Resolution and approval of an Operating Agreement with Zagster Inc. for a Multimodal Mobility Share System - Troy Fitzgerald, City Administrator
5. Consideration of an exchange/swap of land between Spanish Fork City and San Miguel Valley Corporation adjacent to Spanish Fork/Springville Airport - Bruce Riddle, Assistant City Administrator/Finance Director

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

6. *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.*

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MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL
HELD ON TUESDAY, September 10, 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 Brett Nelson,
Councilmember Michael Snelson, City Administrator Troy Fitzgerald, Assistant City
Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce
Riddle, Recorder Kim Crane, and Deputy City Recorder Jennifer Grigg.

Also present were: Public Safety Director Craig Martinez, Power Director Leon
Fredrickson, Public Works Director Brad Stapley, Building and Grounds Director Brad Neel,
Library Director Dan Mickelson, Operations Manager Rod Oldroyd, and Museum Outreach
Educator Jenessa Van Buren.

Excused: Community Development Director Josh Yost, Museum of Art Director Rita
Wright, Golf Pro Craig Norman, and Councilmember Jason Miller.

CALL TO ORDER- 5:31 P.M.

COUNCIL BUSINESS

1. Calendar

- Sept 11-13 - ULCT Annual Convention
- Sept 17 - Work/Study Meeting 5:30 p.m./Regular Meeting 7:00 p.m.
- Oct 01 - Work/Study Meeting 5:30 p.m./Regular Meeting 7:00 p.m.
- Oct 08 - Work/Study Meeting 5:30 p.m.

Mr. Oldroyd added that the Quarter Carnival is this Friday from 4:00 p.m. to 6:00 p.m. He
asked for volunteers.

2. DISCUSSION AND PRESENTATIONS

a) Wavetronix - John Penrod, Assistant City Administrator/City Attorney

Attorney Penrod started his presentation by updating the council on the Wavetronix
development agreement dealing with 1950 West. On their site plan, 1950 West is the road that
will be going around Wavetronix to the west near I-15, with a roundabout at 100 North, later
returning to 1750 West. The first Wavetronix building, a warehouse/manufacturing building, is
scheduled to be completed by January 1, 2020. In order to get the Certificate of Occupancy for
that building, Wavetronix would build a pioneering road (not the full 72-foot width.) They have
been working with the property owner and the DNR (Department of Natural Resources) to build
the road through those properties near the creek and to the north, but those agreements will not
be completed by January 1, 2020.

Wavetronix is proposing an agreement to build the infrastructure and life safety
requirements for the pioneering road in order to get the Certificate of Occupancy by January 1,
2020. Councilmember Snelson asked about getting in and out of the Wavetronix complex.
Attorney Penrod stated there will be two accesses along the frontage. Councilmember Jensen

asked who is contracted to build the roundabout. Attorney Penrod answered the roundabout will be built in the future with impact fees. Director Stapley asked about the access that is not scheduled to be built yet. Attorney Penrod answered it is a private driveway at this time. Councilmember Nelson asked how many employees will be using this building. Attorney Penrod said it would be a few hundred until they open up the other buildings. He said the DNR is excited to get the road done, but there are hoops to jump through before the road goes through sometime next year.

Councilmember Jensen asked about a pioneer road. Attorney Penrod answered that road would eventually be a collector road. It would be less wide as a pioneering road than it will be in the future as a collector road. Councilmember Nelson asked Director Stapley if a pioneering road can handle a few hundred people. Director Stapley answered it will be fine, but is the responsibility of Wavetronix. Administrator Fitzgerald added the analysis shows that as the site is developed, the impact will increase as the population increases. Mayor Child said he is very excited for Wavetronix to locate here, but he wonders who will finish the job if they do not continue development. Attorney Penrod answered the building is looking very good. The mayor has a legitimate concern because not all projects are finished to completion. Attorney Penrod concluded with the support of the Council.

b) Parking Citations - Craig Martinez, Public Safety Director

Director Martinez stated the 1750 West parking signs have been installed and he checked Friday night at 9:00 p.m. and Saturday morning. The area is poorly lit, so the truck drivers, who pull in at night, cannot read the signs. He and Director Stapley decided to add north-facing signs on both sides of the road. Director Martinez spoke to Flying J staff as well, asking them to publicize the parking change. Director Stapley said the additional signs are ready.

Director Martinez continued on to a discussion of parking citations. He stated parking citations are currently handled by Paul DeWitt's office, just like all other criminal citations. He proposed that parking be decriminalized and infractions are classified as administrative/civil infractions instead of criminal. He stated this would help the social stigma of appearing in criminal court for parking infractions. He explained the citation would be a triple copy, with an envelope, written to the car, with fines set by the Council and handled by an administrative hearing officer in the Public Safety Department. Director Martinez continued by stating if the offender is not satisfied with the ruling of the hearing officer, the case can be appealed in district court. He continued by saying that eventually, an unpaid fine will go to a collections agency instead of issuing a warrant.

Attorney Penrod added it would be a new program, but similar to programs in other local towns. Mayor Child asked about trespassing. Councilmember Jensen asked about weeds. Administrator Fitzgerald said both can be changed and handled administratively. Attorney Penrod said the unpaid fine goes to collections, then civil court and eventually a lien against the property. Director Martinez said the hearing officer has authority to hold, dismiss or cut the fine. Payments can be accepted over the phone. Administrator Fitzgerald added there is ordinance work to be done and will be presented to the Council.

3. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

c) Discussion with Department Directors



84 Mayor Child mentioned the power outage last Monday to Director Fredrickson. Director
Fredrickson said vehicles have backed into pedestal style power department equipment 12 times
86 this year, Administrator Fitzgerald said the boxes are not attached to the pedestal, to limit the
damage. The homeowner will pay the cost to replace the box. Mayor Child suggested
88 investigating the vulnerable equipment and placing landscaping rocks to protect them.

Director Riddle stated the Finance Department is working on the audit. Refunding
90 (refinancing) the bonds for the library will be on the council agenda the first meeting in October.

Director Mickelson stated the Library hit their goals for the Summer Reading Program and
92 had one of their best years ever. Supervisors are using iPads to manage volunteer minutes.

Director Meredith stated he conducted interviews today for Assistant Recreation Director.
94 He reported the outdoor pool is open while some tile in the activity pool is being repaired. Director
Neel elaborated that the tile damage was caused by an oversized slide rider purposely smacking
96 the wall of the hot tub in the first month the recreation center was open. His department is pricing
a cushioning pad. The lifeguards are trained now to stop that behavior to mitigate damage to the
98 tile in the future. Director Meredith continued his report by saying fall sports are up and running.
Councilmember Snelson asked him about the RAP tax. He answered he has a letter for the Mayor
100 to sign to deliver to the County.

Director Stapley said the road chipping projects look great. Mayor Child asked about the
102 striping. Director Stapley said the critical road painting is done and the rest of the painting starts
next week. He continued by reporting the 400 South Pump #2 is scheduled to start on September
104 15th. Council will be invited out to see the process. Curb painting and crosswalks are going on all
over town. Staff is discussing 1200 West with the school district and considering a hot crossing,
106 costing \$80,000-\$100,000. The school district is considering contributing \$30,000.
Councilmember Jensen asked for a definition of a hot crossing. Examples were given. Director
108 Stapley is planning to install it by the end of the year.

Councilmember Nelson reported there are weeds on walkways all over town and the creek
110 banks on 100 North on the detour around Center Street construction. Director Stapley said creek
clean-up is already scheduled. He met with Administrator Fitzgerald and UDOT about road
112 cleanliness and asked for funding to assist this staff with road clean up. Because of the June
Sucker, no pesticides are allowed near the creek. Staff regularly cuts trash trees on that section,
114 but they quickly grow back.

Director Neel reported that all the roads on the west side of Evergreen Cemetery were
116 repaved as of last night. The splash pad is closed, but opening for Friday for the carnival and two
September Saturdays. He said young mothers have approached the department and want the
118 splash pad to stay open through September. His department will take it into consideration to
support young moms in the next budget cycle.

Director Neel continued by stating that canyon parks start to shut down mid-October for
120 winterization. The last reservations are around October 15th-20th. Emails are coming through each
122 of the city communication channels asking his department to get rid of mosquitoes throughout the
entire city. Mosquito abatement is a Utah County service, not Springville City. Mayor Child said
124 mosquitoes are bad at Meadowbrook Elementary in the West Fields because of standing water
and suggested contacting Nebo School district. Director Meredith said Utah County Mosquito
126 Abatement is already on a recurring schedule.

Jenessa Van Buren, the Museum Outreach Educator stated that Dr. Wright is flying to Taiwan for a week. The Museum had a great August for rental revenue that consisted of mostly weddings in the garden. She gave credit to Gina Woolf, the event coordinator, and the rental staff.

Director Martinez reported that Porter Daniels started as our newest police officer, which brings the staff to 29, which is fully staffed. Marie Patten started at dispatch. Myra is training so dispatch will be fully staffed as well.

Councilmember Nelson commented that outreach at the Library and the Museum are why those departments are having a record year. He requested that each department invest in outreach to bring more value to our community and to report progress to the City Council each month.

Mr. Oldroyd said the Farmer's Market looks great with lights and it is getting busy. He continued by stating administration is conducting a bingo outreach contest trying to get kids and parents to see what services Springville City offers. Councilmember Nelson agreed and stated it adds value and goodwill. He asked department heads to brainstorm outreach ideas with their teams.

Administrator Fitzgerald said the citizen's survey arrives in mailboxes this week.

Attorney Penrod apologized because the new Community Development Director, Josh Yost, was not aware of this meeting. Director Yost has met with every planning commissioner.

Councilmember Jensen asked if Community Development Building Inspection staff was caught up with building plan reviews. Attorney Penrod answered staff has tried many things including hiring a contract part-time inspector who is reviewing plans at night. Spanish Fork agreed to help, but when ten plans were sent over, they did nothing. We are contracting an outside organization to do plan reviews, but most organizations are too busy. The state laws give us 14 business days to review the plan. After that, the builder can ask for the plans to be issued with or without a plan review. Staff is still looking at improving the inspections process and getting turn around down to where it should be. Councilmember Snelson asked what kind of education and training are required to be a building plan inspector. Attorney Penrod answered there are tests to become certified. Administrator Fitzgerald said there is not much education, but they must pass many tests to be certified. Attorney Penrod said the tests cover mechanical, electrical, and plumbing.

Administrator Fitzgerald said with the building increase in the last three years, cities are struggling to hire enough building inspectors and as well as police. Even though Community Development is fully staffed, there is a large number of plans coming in. Springville City has averaged 100 single-family home building permits per year. This year to date there is 90 pending permits plus an estimated 60 getting ready to submit. Even when we ramp up our speed, and are fully staffed, more plans are coming in. Attorney Penrod said the highest was 10 building permits submitted in one day.

Administrator Fitzgerald said staff is analyzing the current budget for a solution. The City Council authorized, but did not fully fund a position for this type of emergency. Building Official Jason Van Ausdal will get a feel from developers for their plans for this winter and spring and possibly hire another person. Each plan approval has at least eight inspections that will come as the build progresses. If we hire now it does not help for a month or two. Attorney Penrod added that even if we post the job, there is no one qualified available. Councilmember Snelson asked if we can find someone to train. Administrator Fitzgerald and Attorney Penrod answered we are training two internally. Our code enforcement officer spent a week away and passed all the tests.



172 It is the plan review side where we are struggling. If the code enforcement officer takes over
inspections, the regular inspector can do plan reviews.

174 Attorney Penrod said outside companies who normally help us out are too busy.
Councilmember Jensen suggested Director Yost might have resources. Attorney Penrod reported
176 that staff reached out to Director Yost's resources and everyone is swamped. Administrator
Fitzgerald asked all cities for their resources and they are too busy. Councilmember Nelson asked
178 if we can get developers to review their own plans. Administrator Fitzgerald said when we pass
the two-week deadline that is in essence what the process is. Attorney Penrod said the state
180 requires third party reviews and plans must be stamped by an architect and an engineer. Attorney
Penrod stated there are significant problems found on some plans even though they are stamped.
182 Structural engineers and architects are swamped as well and making mistakes.

d) Commission, Board and Committee Minutes

i. Emergency Preparedness Committee minutes from May 16, 2019

ii. Water Advisory Board minutes from May 09, 2019

e) Mayor and Council Report

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

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190 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
192 property, as provided by UCA 52-4-205.*

There was none.

194 **5. ADJOURNMENT**

196 COUNCILMEMBER SNELSON MOVED TO ADJOURN THE WORK/STUDY MEETING
OF THE SPRINGVILLE CITY COUNCIL AT 6:14 P.M. COUNCILMEMBER JENSEN SECONDED
198 THE MOTION, ALL VOTED AYE.

200 *This document constitutes the official minutes for the Springville City Council Work/Study meeting
held on Tuesday, September 10, 2019.*

202 *I, Jennifer Grigg, 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
204 a true and accurate, and complete record of this meeting held on Tuesday, September 10, 2019.*

210 _____
212 Jennifer Grigg
Deputy City Recorder



STAFF REPORT

DATE: October 01, 2019
TO: Honorable Mayor and City Council
FROM: Kim Crane, City Recorder
SUBJECT: TITLE 2, CHAPTER 5, SECTION 2-5-101 TO 2-5-109 AMENDMENT

RECOMMENDED MOTION

Motion to approve Ordinance #XX-2018 amending Title 2, Chapter 5 Section 2-5-101 to 2-5-109 of the Springville City Municipal Code City Recorder duties.

SUMMARY OF ISSUES/FOCUS OF ACTION

Update of the Springville City Municipal Code for grammatical errors and to bring it into compliance with the State Code as it relates to certain provisions for City Recorders.

FISCAL IMPACT

None

ORDINANCE #XX-2019

AN ORDINANCE AMENDING TITLE 2, CHAPTER 5, SECTION 2-5-101 TO 2-5-109 OF THE SPRINGVILLE CITY MUNICIPAL CODE CITY RECORDER

WHEREAS, the City Council wishes to bring the Springville Municipal Code into compliance with the State Code as it relates to certain provisions for the City Recorder; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SPRINGVILLE, UTAH AS FOLLOWS:

SECTION 1.

CHAPTER 5

CITY RECORDER

Sections:

- 2-5-101 General Duties.
- 2-5-102 Clerk of City Council.
- 2-5-103 Attest Mayor's Signature.
- 2-5-104 Appointment and Election Records.
- 2-5-105 Countersign Contracts.
- 2-5-106 [Repealed]
- 2-5-107 Certification of Property Tax Levy.
- 2-5-108 [Repealed]
- 2-5-109 [Repealed]

2-5-101 General Duties.

The City Recorder shall be the chief record keeping officer of the City. ~~He-They shall perform all duties which are required by City ordinance, by direction of the City Council or Mayor, or by state law.~~ They shall keep the corporate seal, attest and seal all legal documents as required by law or this Code and countersign and maintain a properly indexed record of all contracts entered into by the City.

(1968 Code 1-11-9; amended in codification 1979; 1979 Code 2-5-1, amended by Ordinance No. 16-1998)

2-5-102 Clerk of City Council.

The City Recorder shall be the clerk of the City Council. ~~He-They~~ shall keep a record of the proceedings of the City Council. ~~He-They~~ shall accurately record all ordinances and resolutions passed by the City Council in a book kept for that purpose; ~~he-they~~ shall certify to the publication of all ~~ordinances and retain the affidavits of publication.~~

(1968 Code 1-11-1; amended in codification 1979; 1979 Code 2-5-2)

~~2-5-103 Attest Mayor's Signature.~~

~~The City Recorder shall attest all papers signed by the Mayor officially.~~

~~(1968 Code 1-11-1; 1979 Code 2-5-3)~~

2-5-104 Appointment and Election Records.

The City Recorder shall keep, in a book provided for that purpose, the names of persons elected or appointed to any office, commission, board, or committee within the City, together with the dates upon which they entered upon the duties of their respective office or positions and the dates of their resignation or removal there from.

(1968 Code 1-11-1; 1979 Code 2-5-4)

~~2-5-105 Countersign Contracts.~~

~~The City Recorder shall countersign all contracts made on behalf of the City, and every contract made on behalf of the City or to which the City is a party shall be void unless signed by the Recorder. He They shall maintain a record of all contracts, properly indexed, which records shall be open to inspection by all interested persons.~~

(1968 Code 1-11-2; 1979 Code 2-5-5 [UCA 10-6-138](#))

2-5-106 [Repealed]

(1968 Code 1-11-9, 1979 Code 2-5-1, repealed by Ordinance No. 16-1998)

2-5-107 Certification of Property Tax Levy.

The City Recorder shall certify the resolution setting the annual tax levy to the County Auditor not later than the time provided by law each year.

(Statutory Authority UCA ~~10-10-58~~[10-6-134](#); 1968 Code 1-11-8; amended in codification 1979; 1979 Code 2-5-7)

2-5-108 [Repealed]

(1968 Code 1-11-5 to 7; 1979 Code 2-5-8; repealed by Ordinance No. 16-1998; for present provisions, see 6-1-9, et seq.)

2-5-109 [Repealed]

(1979 Code; adopted by Ordinance No. 17-1989; repealed by Ord. No. 9-1992; for present provisions see 2-12-1, et seq.)

SECTION 2. CONFLICTING ORDINANCES AND ADOPTION

1. CONFLICTING PROVISIONS

All other ordinances that are in conflict herewith are hereby repealed.

2. PROVISIONS SEVERABLE

This ordinance and the various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to

be unconstitutional or invalid it is hereby declared that the remainder of the ordinance shall not be affected thereby.

3. AMENDMENT TO BE ADDED TO CITY CODE

The City Council hereby authorizes and directs that insert pages reflecting the provisions enacted hereby shall be made and placed in the City Code Title 2.

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

PASSED, ADOPTED AND ORDERED POSTED by the City Council of Springville City, Utah this 01st day of October, 2019.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder



STAFF REPORT

DATE: September 26, 2019

TO: Honorable Mayor and City Council

FROM: Troy Fitzgerald, City Administrator

SUBJECT: OPERATING AGREEMENT FOR MULTIMODAL SHARE SYSTEM

RECOMMENDED MOTION

A Motion to Approve an Operating Agreement for Multimodal Share System with Zagster, inc.

SUMMARY OF ISSUES/FOCUS OF ACTION

Should Springville City enter into an Agreement for exclusive access to our rights-of-way for bicycle and scooter sharing services?

GENERAL PLAN FOCUS

The City's transportation network goal is to provide and maintain a vibrant multi-modal transportation network that encourages flow, safety, and a consideration for the aesthetics of the community.

Objective 3: Improve and expand public transportation opportunities and associated facilities that meet the needs of transit users by providing convenient access throughout Springville and the region.

Specific strategies include:

CITY COUNCIL MEMORANDUM

1J Work towards establishing a complete streets program that addresses the wide variety of transportation modes.

2E Provide connections to the downtown district's services and amenities

BACKGROUND

In August 2019, Provo City introduced a ride sharing system of electric scooters to their road system. The scooters are provided by Zagster, inc. which won a bid with Provo for exclusively providing scooter and bicycle sharing services.



The scooters are unlocked through a phone application and the user can ride them to a destination and park the scooters within the right-of-way at their convenience. Zagster collects the scooters nightly and redeploys them each day.

Currently, the scooters are geofenced to stay within the City of Provo and off of non-participating businesses such as Brigham Young University.

Zagster is interested in experimenting within the Springville market. Each day a handful of Spin scooters are making it to the north border of Springville. With infrastructure in place, Zagster can easily cover Springville with deployment and pick-up of electronic scooters. Due to our size, it is highly unlikely that another micro-mobility company would be interested in our City.

DISCUSSION

The proposed agreement is experimental in nature. Either party may cancel on thirty days of notice. Zagster will provide ride data for both the Provo and Springville area for our review. Zagster has the ability to stage up to 150 scooters within Springville.

The consideration for the agreement will be providing access to our citizens for a new transportation alternative. In return we give Zagster exclusive access to our roads and trails for scooter sharing. If Zagster does not remove nuisance scooters within 24 hours of being notified, Zagster will pay the City's cost for removing and handling their scooters.

Operations will start slowly. Initially, only the geofence will be moved and Springville will become an appropriate operating zone for the scooters. Since winter is approaching, Zagster will be monitoring use and distribution of the scooters in Provo for the first time.

It is anticipated that we will examine opportunities as spring approaches to determine if it makes sense to stage scooters regularly in Springville. This will also give us time to notify the public, determine safe locations to stage the scooters and provide some social media buzz for the program. As noted above, we will then start seeing where trips start and end along with the frequency of the trips.

This appears to be a low cost, low impact opportunity to experiment with a system that is normally only available in larger, metropolitan areas. We can see if citizens like and use the feature. If either fails both sides can eliminate the program easily

ALTERNATIVES

Decline to enter into the agreement.

The Council can also direct that staff issue a request for proposals to see if other companies are interested in providing service.

Troy K. Fitzgerald

Troy K. Fitzgerald
City Administrator

CITY COUNCIL

Provo City Independent Contractor

Liability Waiver and Hold Harmless Agreement

The undersigned independent contractor, Zagster, Inc., hereafter referred to as "I", has agreed to provide services, as an independent contractor, to Provo City, a municipal corporation of the State of Utah, hereafter referred to as "The City." As a condition precedent to performing such services and in consideration of Provo City's cooperation with Independent Contractor's Bike Share Services, I recognize, understand, and covenant as follows:

1. I am working as an independent contractor and not as an employee, officer, or agent of The City and am not entitled to any benefits provided to employees of The City.
2. I am solely responsible and liable for any and all taxes, insurance costs, interest, assessments, penalties, damages, attorney fees, or other costs which may arise from the performance of these services or activities. Accordingly, I understand that The City will not withhold any federal, state, or local taxes, including FICA, nor will The City provide any unemployment compensation, worker's compensation coverage, or insurance coverage. I certify that I have adequate insurance coverage, including health and accident, for any injuries I may sustain while providing said services.
3. I hereby waive, personally release, hold harmless and forever discharge any and all claims for damages for personal injury, including death, or property damage which I may have, or which may hereafter accrue to me, against The City as a result of my performance of services for the City as an independent contractor. Further, I shall defend, indemnify and hold The City harmless from and against all claims, liabilities, loss and expense, including reasonable costs, expenses and attorney's fees incurred, which arise by reason of my acts or omissions in the performance of said services.
4. This release is intended to discharge The City and its officers, agents, employees and volunteers from and against any and all claims arising out of or connected in any way with my performance of services for The City as an independent contractor.
5. I have read this Liability Waiver and Hold Harmless Agreement, and understand the terms used in it. I also understand that by signing this document, I may be giving up legal rights which I, or others claiming through me may have now or in the future. It is further understood that accidents and injuries can arise out of performance of these services; knowing those risks are inherent to the nature of the work to be performed, I nevertheless hereby agree to assume those risks and to release and to hold harmless all persons or agencies mentioned above who might otherwise be liable to me (or my heirs or assigns) for damages. It is further understood and agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns.

6. This Liability Waiver and Hold Harmless Agreement is freely and voluntarily given with the understanding that rights to legal recourse against The City are knowingly given up in return for The City's agreement to contract with me for the provision of these services.

~~THIS IS A RELEASE OF YOUR RIGHTS. PLEASE READ CAREFULLY BEFORE SIGNING~~

Dated this ____ day of _____, 20__.

~~WITNESSED FOR PROVO CITY: _____ INDEPENDENT CONTRACTOR:~~

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Provo City _____ Company: _____

~~INTERIM~~ OPERATING AGREEMENT
MULTIMODAL MOBILITY SHARE SYSTEM

This agreement is dated _____, 2019, and is between Zagster, inc. , a Delaware corporation (VENDOR) and City of ~~Provo~~Springville, UT ("City").

VENDOR Services

Whereas, VENDOR operates a bicycle (including pedal and/or ebikes) and scooter sharing business that utilizes a dockless or docked multimodal mobility share system that enables GPS, cellphone connectivity, and self-locking technology to allow the bicycles and scooters to be locked and unlocked by users with an app and tracked ("Services").

Whereas, VENDOR has entered into an exclusive contract with the City of Provo to provide the Services within Provo City Limits.

Whereas, the City borders the City of Provo.

Whereas, The City now wishes to engage VENDOR to ~~provide extend the the~~ Services in a multimodal mobility share system to the City of Springville.

:

In consideration of the mutual covenants and representations set forth in this Agreement, City and VENDOR hereby agree to launch the Services as follows:

1. License and Term. Pursuant to the terms of this agreement, City hereby gives VENDOR an exclusive, revocable, and non-transferrable license to use without charge the public right-of-way within the City boundary in order to provide multimodal mobility share services for permitted uses listed in *Section (2) below*, for the City. The term right-of-way ("ROW") refers to sidewalks, roads, bike lanes and other pathways maintained by the City. City hereby grants VENDOR the exclusive right to operate the Services without charge for the use of the ROW (as defined under *VENDOR Services in the above section*) for a period of (12) months, which may be extended by written mutual agreement. The license and authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in City property.
2. Permitted Use. VENDOR's riders may use the public ROW for parking of the VENDOR bicycles and/or scooters. VENDOR shall not place or attach any personal property, fixtures or structure to the public ROW within the City's boundary without the prior written consent of City or private property owners. Subject to the restrictions of this Agreement, VENDOR or its partners may (i) charge fees to individuals participating in the dockless or docked bicycle and/or scooter sharing program (the "End Users") and retain all revenue derived therefrom and (ii) obtain third-party sponsorship and retain all revenue derived therefrom. Use of the ROW, and VENDOR's operations within the City shall, at a minimum:

2.1. Not adversely affect the public ROW or the City's streets or sidewalks;

2.2. Not adversely affect the property of any third parties;

2.3. Not inhibit pedestrian or vehicular movement within the public ROW or along other property or rights-of-way owned or controlled by the City; and

2.4. Not create conditions which are a threat to public safety and security.

2.5. Discourage riding on the sidewalk in the Downtown Area, which is illegal as per Provo City Code 9.32.020.

2.6. Not allow riders to exceed a speed of fifteen (15) miles per hour.

2.7. Not allow riders under eighteen (18) years old.

3. Equipment Parking. VENDOR will require End Users to park its bicycles and/or scooters in a legal manner in ROWs. VENDOR will use commercially reasonable efforts to educate End Users on parking protocol. Bikes and/or scooters parked on private property will be allowed at the discretion of the private property owner. VENDOR will actively manage the bicycles and/or scooters to ensure orderly parking and the free and unobstructed use of the ROW, and will respond to the City's notifications of improper parking within 24 hours. The City, at its own discretion, may choose to support the bike sharing program with promotional events, free publicity, the installation of additional bike racks, painted bike parking spots, and/or recommended bike parking spots without racks or painting.

4. Equipment Staging. VENDOR shall have the right, but not the obligation, to stage up to 150 bikes and/or scooters in mutually agreed upon locations within the City.

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5.4. Fees. VENDOR shall pay the following operational fees to the City:

4.1. ~~Fifty dollars one-time fee (\$50) per bicycle and/or scooter placed in operation (not including replacement bicycles or scooters) within Provo city limits, paid before placing the vehicle in service. It is the intent of the City to use this money to install bicycle racks for public use and use of this program. However, the City reserves the right to use this revenue at its own discretion.~~

5.4.12. All costs to relocate and/or store a bicycle and/or scooter if not relocated by VENDOR within 24 hours of a request by the City. Costs will be determined by the City.

6.5. Condition of Public ROW.

6.5.1. City will make the public ROW available to VENDOR in an "as is" condition. City makes no representations or warranties concerning the condition of the public ROW or its suitability for VENDOR riders. Further City assumes no duty to warn VENDOR or its customers concerning conditions that exist or may arise in the future.

65.2. City assumes no liability for loss or damage to VENDOR's bicycles and/or scooters or other property. VENDOR agrees that City is not responsible for providing security at a location where VENDOR's bikes and/or scooters are stored or located, and VENDOR waives any claim against City in the event VENDOR's bicycles and/or scooters, or other property are lost or damaged.

76. Maintenance and Care of Public ROW. VENDOR expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost, or destroyed as a result of VENDOR's use of the public ROW. The foregoing obligations shall apply only to VENDOR's officers, employees and agents and shall expressly exclude damage, loss or destruction caused by End Users. Should VENDOR fail to repair, replace, or otherwise restore such real or personal property, VENDOR agrees to pay City's costs in making such repairs, replacements, or restorations.

87. Maintenance and Operations. VENDOR will use its best efforts to follow the maintenance, replacement and operation schedules for the scooters listed in Exhibit A-1. The maintenance, replacement and operation schedules for bikes will be agreed upon by the parties after the Commencement Date of this Agreement and will be added to this Agreement in the form of an amendment signed by duly authorized representatives of the parties before the bikes are placed in service.

98. Insurance. Prior to beginning and continuing throughout the term of this Agreement, VENDOR, at its sole cost and expense, shall furnish the City with certificates of insurance evidencing that it has obtained and maintains insurance in the following amounts.

98.1. Workers' Compensation Insurance that satisfies the minimum statutory limits.

98.2. Commercial General Liability and ROW Damage Insurance in an amount not less than one million dollars (\$1,000,000) combined single limit per occurrence or five million dollars (\$5,000,000) annual aggregate for bodily injury, property damage, products, completed operations, and contractual liability coverage.

98.3. Comprehensive automobile insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage including coverage for non-owned vehicles and one million dollars (\$1,000,000) aggregate.

98.4. Umbrella or excess liability coverage with a limit of at least five million dollars (\$5,000,000) each occurrence and five million dollars (\$5,000,000) aggregate

98.5. All insurance policies shall be written on an occurrence basis and shall name the City Indemnitees as additional insureds and any City insurance shall be secondary and in excess to VENDOR's insurance. If VENDOR's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally,

the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

109. Confidentiality. City acknowledges that during the term of this agreement VENDOR may disclose information, whether orally, visually, or in tangible form, that is proprietary and confidential to the disclosing party and is disclosed or marked as proprietary or confidential (hereafter "Confidential Information"). City shall only use the Confidential Information to perform its obligations hereunder and will take all reasonable measures to safeguard and prevent the unauthorized disclosure of Confidential Information, but no less than the measures it takes to safeguard its own confidential information, including without limitation disclosing Confidential Information only to those of its employees with a need to know such information to perform their obligations hereunder and which have been advised of the confidential nature of the information and have agreed to protect the Confidential Information to the same extent as the City hereunder.

110. Indemnification. VENDOR agrees to defend, indemnify and hold harmless City, its affiliates, officers, directors, shareholders, members, employees or agents ("City Indemnitees") from all claims, suits, actions, damages, demands, costs, or expenses of any kind or nature asserted against City by a third party ("Third Party Claims") alleging (i) the negligence or willful misconduct of VENDOR or its employees in the performance of the Services hereunder; (ii) infringement by VENDOR of a third party's intellectual property rights or (iii) a breach of the terms of this Agreement. VENDOR shall indemnify and hold City Indemnitees harmless from and against all damages finally awarded by a court of competent jurisdiction or agreed to by VENDOR in settlement with respect to such Third Party Claims; provided, that (a) City shall provide VENDOR with written notice promptly upon learning of any Third Party Claims or complaints that may reasonably result in the indemnification of City, provided, however, that failure by City to provide notice to VENDOR shall not relieve VENDOR of its obligations under this Section unless such failure prejudices VENDOR's defense or settlement of the Third Party Claim; (b) City will permit VENDOR to control the defense and settlement of the Third Party Claim, provided, however, that VENDOR may not settle the Third Party Claim in a manner adverse to City or which would impose liability on City without City's prior written consent; and (c) City will provide VENDOR with assistance in the defense and settlement of the Third Party Claim at VENDOR's expense. City may (at its own cost) engage its own counsel to participate in the defense and settlement of the Third Party Claim. City will not settle any Third Party Claim without VENDOR's prior written consent.

124. Compliance with Law. VENDOR, at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of the public ROW and the operation of its dockless bike and/or scooter share program, including but not limited to laws governing operation of bicycles and/or scooters. If any license, permit, or other governmental authorization is required for VENDOR's lawful use or occupancy of City ROW or any portion thereof, VENDOR shall procure and maintain such license, permit, and/or governmental authorization throughout the term of this Agreement. City shall reasonably cooperate with VENDOR, at no additional cost to VENDOR, such that VENDOR can properly comply with this Section and be allowed to use City ROW as specified in Section 2, above.

124.1. VENDOR shall comply with Utah State Code 41-1a and 41-6a regarding scooter and bike share systems.

132. Required Reports. VENDOR shall provide reports to the City concerning utilization of its bikes and bike route usage in accordance with the applicable Exhibit.

143. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or Liability Company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.

154. Termination. Either party may terminate this agreement for any reason, or for no reason, upon (a) written notice at any time prior to the launch date of the particular mode of multimodal transportation (i.e., bicycles or scooters) or (b) at least ~~thirty ninety (3090)~~ days' of written notice to the other party following the launch date of the particular mode of multimodal transportation, and specifying if the termination applies (i) to bicycle Services only, (ii) to scooter services only or (iii) to all Services. Upon the effective date of termination of this Agreement, VENDOR shall remove all of the applicable bicycles and/or scooters from the City and restore all public ROW to the condition of the public ROW at the Commencement Date of this Agreement.

16. Exclusivity. During the Term, City agrees that Vendor shall be the only company with the right to operate bicycle sharing equipment (including pedal bicycles, ebikes, and trikes) or scooter sharing equipment on Municipality-owned property.

175. Amendment. This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this agreement and executed by duly authorized representatives of the parties.

186. Counterparts. This agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

197. Assignment. City may not assign this agreement, or of any rights or obligations hereunder, without the prior written consent of VENDOR.

2048. Binding Effect. This agreement inures to the benefit of and will be binding upon the parties hereto and their respective heirs, legatees, administrators, executors, legal representative, successors and permitted assigns.

2149. Entire Agreement. This agreement contains the entire agreement of the parties relating to the subject matter hereof.

220. Governing Law. This agreement and all matters concerning its interpretation, performance, or enforcement will be governed in accordance with the laws of the State of Utah. Any litigation arising out of the agreement or the relationship of the parties hereto must be brought in a court of competent jurisdiction in Utah County, Utah.

234. Severability. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof.

242. Remedies. In the event either party fails or refuses to comply with the terms of this agreement, then the non-breaching party may seek any remedy available at law or in equity, and shall be entitled to recover its reasonable attorneys' fees in addition to any other remedy awarded by the Fourth District Court of Utah or other relevant Utah State Courts.

253. Legal Fees. The prevailing party in any legal or equitable proceeding arising out of the agreement will be additionally entitled to recover court costs, reasonable attorneys' fees, and other legal expense from the non-prevailing party.

264. Notice. Any notice required or permitted hereunder will be deemed effective when sent by electronic mail, or by certified mail, registered mail, or a signature confirmation service provided by the United States Postal Service, postage prepaid, or when sent by an overnight carrier as follows:

If to VENDOR, Inc.:

If to City:

Chief Executive Officer

~~City Administrator~~

Attention: Dan Grossman

Attention: Troy

~~Fitzgerald~~

Email: dgrossman@zagster.com

Email:

~~tfitzgerald@springville.org~~

With a copy to:

With a copy to:

Tim Ericson

~~John Penrod~~

Email: tim@zagster.com

Email:

~~jpenrod@springville.org~~

Legal Department

Email: legal@zagster.com

or at such other address as either party may from time to time specify by notice hereunder. If notice is provided by electronic mail, the party sending the notice has the burden of demonstrating that the notice was received. This burden may be met by any written acknowledgment or electronic reply to the electronic message from the party receiving notice, excluding any automatic or computer generated response.

25. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, COSTS TO PROCURE SUBSTITUTE GOODS OR SERVICES, OR INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SAME. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO VENDOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

The parties are signing this agreement on the date stated in the introductory clause:

{00132780.1}

VENDOR:_____

By:_____

Printed:_____

Title: _____

Counterpart Signature Page to Memorandum of Understanding

CITY:_____

By:_____

Printed:_____

Title:_____

Exhibit A-1

Scooter Services Details

~~Contractual launch date of the Scooter Program (the "Launch Date")~~	~~The Launch Date will be within five (5) weeks of the execution of this agreement unless mutually agreed upon otherwise.~~
~~Number of scooters at Launch Date, and subsequent expansion schedules~~	~~Initial launch of 200 scooters, increasing up to 500 scooters at VENDOR's discretion.~~
Additional obligations	• VENDOR will work with City to establish Parking Zones for Scooter operation, and specific zones that will regulate speed automatically once a rider enters that zone. These zones will be reflected in the mobile app. • VENDOR may choose to provide virtual parking decals at mutually agreed locations. • VENDOR will pick up or swap a battery, charge and perform a safety check on each scooter after it hits twenty (20%) percent battery charge, or a charge reflecting a single ride left on the scooter, as quickly as operationally and commercially feasible. • VENDOR will collect, charge, perform a safety check on, and redeploy each <u>VENDOR scooter</u> in the fleet at least once a week. • VENDOR will require scooter riders to take a photo whenever they park the scooter at the end of the ride.

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	• VENDOR will respond to requests of improperly parked or unsafe/inoperable scooters within 24 hours of receiving notice. • VENDOR will maintain a 24-hour customer service phone number for customers to report safety concerns, complaints, or to ask questions. • VENDOR will keep 85% of scooters in service during the hours of operation. • VENDOR will achieve at least 98% uptime for website and app. • ~~VENDOR will rebalance scooters at least once per day.~~
Initial hours of operation	7am to 9pm
Service area and parking areas	As defined and agreed upon by both parties during the planning phase in advance of the launch date
Reporting Requirements	VENDOR will provide <u>City with</u> the following reports on a quarterly basis <u>for the Provo / Springville scooter program. Data will not be broken out by city – it will be a single report for the Provo / Springville region.</u> ÷ • Number of customer service requests submitted by phone or by online form • Average number of scooters deployed per day • Number of user rides (total) per month • Number of unique users per month • GPS data showing trip start and end locations • Most popular trip start and end locations • Stolen and missing scooter list

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Cris Child-Manager
Spanish Fork Airport
2050 North 300 West
Spanish Fork, Utah 84660

September 24, 2019

STAFF REPORT: San Miguel Valley Corp. Land Swap

Discussion: San Miguel Valley Corporation owns property adjacent to the Spanish Fork Airport, and the Spanish Fork Airport owns property adjacent to other SMVC holdings. (See attached property map) The possible trade being explored would benefit the Airport by not only increasing the total developable area at the Airport but also providing a significant increase in land that can access the full length of Taxiway Bravo. (Projected to be built along the entire North edge of runway 12/30 in the airport master plan) The benefit to San Miguel Valley Corporation would be the acquisition of property that is adjacent to their current campus and is more easily served by existing infrastructure. Ultimately, authorization from the Federal Aviation Administration (FAA) will be required to release land from the Airport in order to be exchanged with the other subject parcel.

Financial Impact: It is anticipated that the cost of appraisals and property transfer expenses would be borne by San Miguel Valley Corporation and that the land swap would not require any additional expenditure from airport sponsors.

Staff Recommendation: Authorize Staff and San Miguel Valley Corporation to proceed with steps necessary to obtain FAA authorization for said transfer.



MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
SPANISH FORK CITY, UTAH
SAN MIGUEL VALLEY CORPORATION

Whereas, San Miguel Valley Corporation (SMVC) owns property adjacent to the Spanish Fork-Springville Airport (Airport); and

Whereas, the Airport owns property adjacent to other SMVC holdings; and

Whereas, SMVC desires to exchange/swap land within these parcels with the Airport, as shown in the attached Exhibit; and

Whereas, the City of Spanish Fork (CITY) believes it would be beneficial to the Airport for the parties to exchange/swap land within these parcels; and

Whereas, Armstrong Consultants, Inc. (ENGINEER) serves as the City's airport engineering and planning firm of record; and

Whereas, the City of Spanish Fork desires to amend its contract with the ENGINEER to provide for additional services that will facilitate the Federal Aviation Administration (FAA) release of the Airport property and the actions necessary to culminate in a swap of the parcels.

Now Therefore, the CITY and SMVC agree to the following stipulations regarding the proposed land swap/exchange:

I. OBLIGATIONS OF THE CITY

CITY shall:

- 1) Obtain the concurrence from SMVC for the ENGINEER'S proposed tasks and fees ("Task Order") for the subject work.
- 2) Enter into an agreement (Task Order) with ENGINEER for the completion of the subject tasks.
- 3) Obtain the concurrence from SMVC for the CITY's or ENGINEER's proposed third-party providers and fees for providing support services for the project including, but not limited to Title Work, Surveys, Phase I Environmental Site Assessments, Appraisals, Review Appraisals, and Environmental Clearance Surveys.
- 4) Provide periodic pay/reimbursement requests to SMVC for ongoing ENGINEER and Third-Party costs incurred.
- 5) Pay ENGINEER and Third-Party provides for services rendered.

II. OBLIGATIONS OF SMVC

SMVC shall:

- 1) Review and provide concurrence to the Task Order between the CITY and the ENGINEER for the subject tasks and fees.
- 2) Review and provide concurrence for the providers and fees for CITY'S or ENGINEER'S proposed providers of third-party support services.
- 3) Reimburse the CITY fifty-percent (50%) of the total costs of completing the approved tasks of the ENGINEER and Third-Party providers identified in the approved Task Order(s).
- 4) The CITY shall submit periodic invoices to SMVC on a time and materials basis as described in Section III.

III. FEES AND PAYMENT TERMS

- 1) Planning and engineering tasks will be stipulated in the Task Order between the ENGINEER and the CITY, with concurrence by SMVC. The Task Order will fully describe the scope of work and fees, in lump sum Tasks, or billing method and rates, in time & materials Tasks.
- 2) Unless otherwise stipulated in a separate lump sum Task Order, fees will be assessed on a time and materials basis; however, ENGINEER will provide estimates of anticipated costs for items of work prior to receiving authorization to proceed. Periodic invoices will be submitted by ENGINEER and Third-Party providers to the CITY, who will in-turn submit pay/reimbursement requests to SMVC.
- 3) Payments/reimbursements shall be due by SMVC to the CITY on a net-30 basis with a late payment penalty assessment of 1% per month.

IV. STATEMENT OF COOPERATION

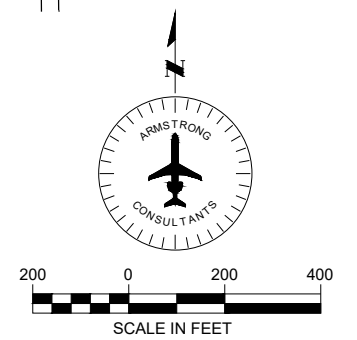
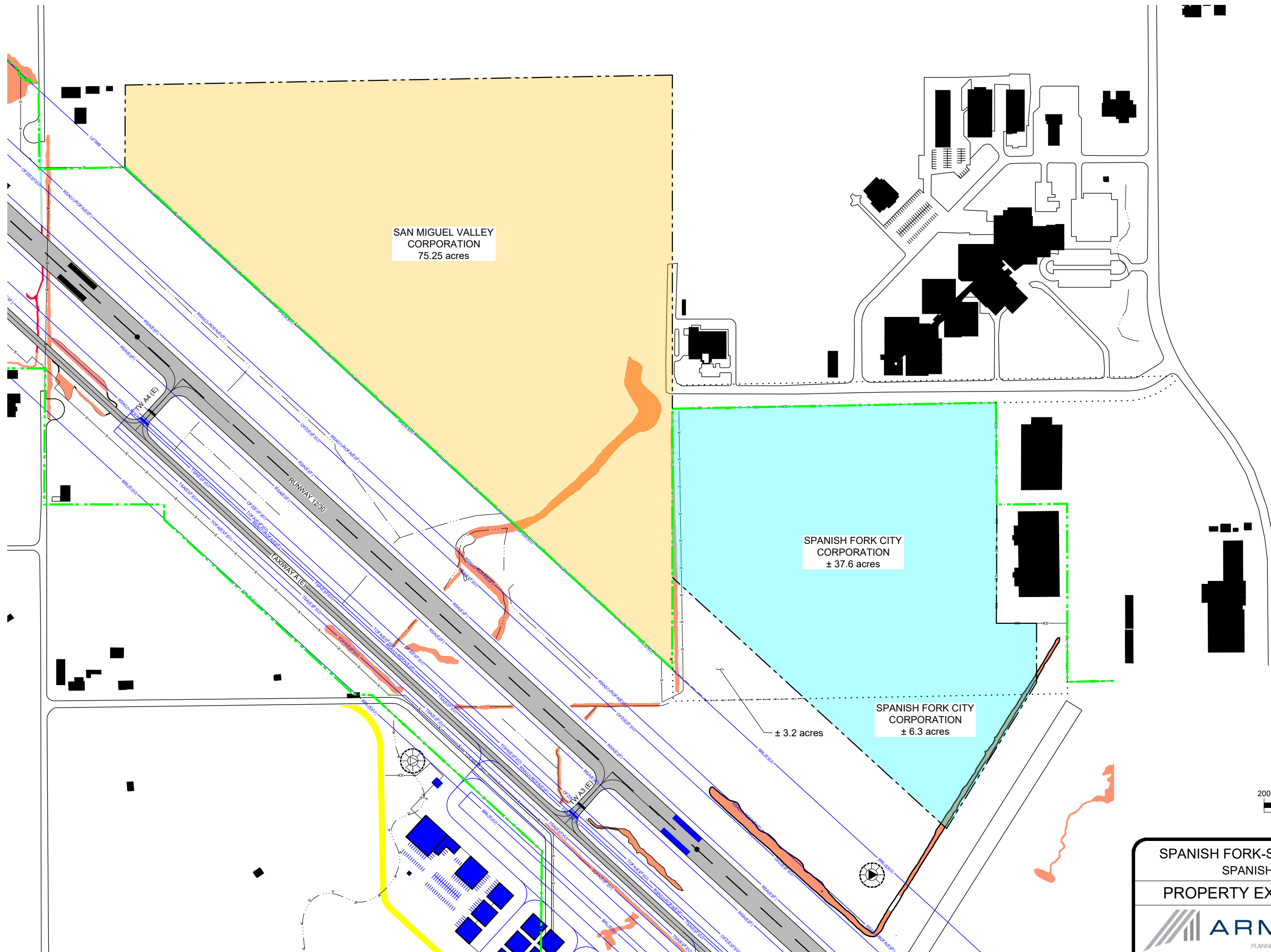
And Finally, the CITY and SMVC acknowledge the mutual benefits of this Memorandum of Agreement and hereby express their appreciation for the efforts set forth by both parties, and for the further strengthening of an ongoing positive relationship between them.

SPANISH FORK CITY, UTAH

SAM MIGUEL VALLEY CORPORATION

Steve Leifson, Mayor Date

Authorized Representative Date



SPANISH FORK-SPINGLE AIRPORT
SPANISH FORK, UTAH

PROPERTY EXCHANGE EXHIBIT

 **ARMSTRONG**
PLANNING ENGINEERING CONSTRUCTION
www.armstrongconsultants.com

TASK ORDER ____
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN OWNER AND ENGINEER,
DATED _____, 2019

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Scope of Services is made a part of and incorporated by reference into the Professional Services Agreement (PSA) between the CITIES OF SPANISH FORK AND SPRINGVILLE, UTAH (SPONSOR) and ARMSTRONG CONSULTANTS, INC. (ENGINEER) dated August 25, 2016 providing for professional planning and engineering services. The Services of Consultant are amended or supplemented as indicated below:
2. **WORK PROGRAM** – Land Exchange/Swap

Whereas, San Miguel Valley Corporation (SMVC) owns property adjacent to the Spanish Fork-Springville Airport, and whereas the Spanish Fork-Springville Airport (Airport) owns property adjacent to other SMVC holdings, and whereas it would be mutually beneficial for the parties to exchange/swap land within these parcels, Engineer shall provide technical assistance to the Sponsor and SMVC in the pursuit of the contemplated land swap. Ultimately, authorization from the Federal Aviation Administration (FAA) will be required to release land from the Airport in order to be exchanged with the other subject parcel.

It is anticipated the services will be rendered in five (5) phases.

Phase I: The initial phase (Phase I) [completed] included the preparation of preliminary sketches of the parcels to be exchanged and a conceptual development configuration of the land to be received by the Airport. These visual aids were utilized for coordination with Sponsor, SMVC and the FAA. The purpose of Phase I was to demonstrate the mutual benefits of the land swap, and identify the parcels desired to be exchanged (from a concept standpoint).

Phase II: The second phase (Phase II) of the Project will include a title search to ensure there are no deed restrictions on the parcels that would prevent them from being swapped, and to develop, draft, and submit a Request Letter of Justification of Land Release (Request Letter) to the FAA. The purpose of the Request Letter is to describe why the land to be released is no longer needed for aeronautical development and to describe the acquired land's benefit to civil aviation. The objective of the Request Letter is to obtain conditional FAA approval of the land release request.

Phase III: The third phase (Phase III) of the project, pending a Go/No-Go decision from the Sponsor and SMVC, includes the actions necessary to obtain fair market value of the subject parcels, and in turn, to determine financial equity in the exchange with respect to acreage and value, to ensure the airport receives land at least equal in value to the land being released, and to identify any deed or land-use restrictions that may be imposed on either parcel.

These actions may include, but are not limited to survey, Phase I Environmental Site Assessment, wetland determination, appraisal, and review appraisal. The Engineer will facilitate and

coordinate these actions and utilizing the results of the appraisals provide an assessment of the value of the land to be provided to the Airport in comparison with the land to be released by the Airport. Refinements and/or revisions to the land exchange parcel map may be incorporated based on the values of the parcels and negotiations between the Sponsor and SMVC and draft purchase/land exchange agreements will be prepared.

Phase IV: The fourth phase (Phase IV) of the project, pending a Go/No-Go decision from the Sponsor and SMVC, includes those actions to prepare and process the land release through the FAA, complete environmental clearances/Categorical Exclusion (CatEx) which may include cultural resource surveys, threatened and endangered species surveys and wetland delineations, and to publish the proposed action in the Federal Register.

Phase V: The fifth phase (Phase V) of the project will be to process the land exchange between parties, including an executed land exchange agreement, and to complete the closing (including any exchange of funds), recording of the land exchange, and updates to Airport documents including the Airport Layout Plan and the Airport's Exhibit A Property Map.

3. **FEES** – Unless otherwise noted and agreed to in writing, the fees will be charged on a Time & Materials (T&M) basis. Third-party costs, including but not limited to survey, Phase-I Environmental Site Assessment, appraisal and review appraisals will be contracted to and billed directly to the Sponsor.

SPONSOR:
SPANISH FORK CITY

CONSULTANT:
ARMSTRONG CONSULTANTS, INC.

Steve Leifson, Mayor

Dennis Corsi, President

CONCURRENCE:

SMVC hereby concurs with the Task Order as written above.

SAN MIGUEL VALLEY CORPORATION

Authorized Party