



**AGENDA FOR THE WORK / STUDY MEETING  
OF THE CITY COUNCIL  
OF THE CITY OF SPRINGVILLE, UTAH  
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET  
JUNE 18, 2013 – 5:15 P.M.**

**MAYOR AND COUNCIL DINNER – 4:45 P.M.**

*The Mayor and Council will meet in the Council Work Room for informal discussion and dinner. No action will be taken on any items.*

**CALL TO ORDER- 5:15 P.M.**

**COUNCIL BUSINESS**

- 1) Minutes
- 2) Calendar
  - July 2 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
  - July 4 – Independence Day, City Offices Closed
  - July 9 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
  - July 16 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
  - July 24 – Pioneer Day, City Offices Closed
  - July 29-August 3 – Springville World Folkfest
  - August 6 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- 3) Discussion on this evening's Regular Meeting agenda items
  - a) Invocation – Cl. Creer
  - b) Pledge of Allegiance – Cl. Jolley
  - c) Consent Agenda
    1. Approval of all City purchase orders properly signed (Springville City Code §2-10-110(5))
    2. Appointment of members to the Economic Advisory Committee – Mayor Wilford Clyde
    3. Approval of a Resolution extending a waiver to active military personnel – Venla Gubler, City Recorder
    4. Approval of an Agreement between Springville City and the Springville Chamber of Commerce wherein the Chamber will run the City's Fourth Friday Event through the summer months – John Penrod, Assistant City Administrator/City Attorney

This meeting was noticed in compliance with Utah Code 52-4-202 on June 13, 2013. Agendas and minutes are accessible through the Springville City website at [www.springville.org/agendasminutes](http://www.springville.org/agendasminutes). Council Meeting agendas are available through the Utah Public Meeting Notice website at <http://www.utah.gov/pmn/index.html>. Email subscriptions to Utah Public Meeting Notices are available through their website.

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

THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE

5. Contract with Hansen, Allen, & Luce for the Engineering Design, Contract Administration, and Services During Construction of the City's North Main Street Culinary Water Main Pipelines Project – Brad Stapley, Public Works Director

4) **DISCUSSIONS/PRESENTATIONS**

- a) Presentation of the Draft IFFP and IFA for the Storm Water utility

5) **MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

- a) Youth Council – Chris Creer, Councilmember Representative
- b) Springville Economic Development Advisory Committee

6) **CLOSED SESSION – TO BE ANNOUNCED IN MOTION**

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

**ADJOURNMENT**

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**AGENDA FOR THE REGULAR MEETING  
OF THE CITY COUNCIL  
OF THE CITY OF SPRINGVILLE, UTAH  
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET  
JUNE 18, 2013 – 7:00 P.M.**

**CALL TO ORDER**

**INVOCATION AND PLEDGE  
APPROVAL OF THE MEETING'S AGENDA  
APPROVAL OF THE MINUTES  
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\***

1. Approval of all City purchase orders properly signed (Springville City Code §2-10-110(5))
2. Appointment of members to the Economic Advisory Committee – Mayor Wilford Clyde
3. Approval of a Resolution extending a waiver to active military personnel – Venla Gubler, City Recorder
4. Approval of an Agreement between Springville City and the Springville Chamber of Commerce wherein the Chamber will run the City's Fourth Friday Event through the summer months – John Penrod, Assistant City Administrator/City Attorney
5. Contract with Hansen, Allen, & Luce for the Engineering Design, Contract Administration, and Services During Construction of the City's North Main Street Culinary Water Main Pipelines Project – Brad Stapley, Public Works Director

**PUBLIC HEARING**

6. Public Hearing to consider a Resolution amending the Fiscal Year 2012/2013 Springville City Budget – Bruce Riddle, Assistant City Administrator/Finance Director

**REGULAR AGENDA**

7. Consideration of a Resolution adopting the Certified Tax Rate – Bruce Riddle, Assistant City Administrator/Finance Director

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- Venla Gubler, City Recorder

The next regular Council Meeting will be held on July 2, 2013 at 7:00 p.m. in the Civic Center Council Chambers, 110 South Main Street, Springville, unless otherwise noticed. 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.

\*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.

8. Consideration of a Bid Award and Contract for Insurance – John Penrod, Assistant City Administrator/City Attorney
9. Consideration of a Development Agreement between Springville City and Love’s Travel Stops and Country Stores – John Penrod, Assistant City Administrator/City Attorney

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

### **CLOSED SESSION**

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

### **ADJOURNMENT**

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## STAFF REPORT

**DATE:** June 11, 2013

**TO:** The Honorable Mayor and City Council

**FROM:** John Penrod, City Attorney

**SUBJECT: CONSIDERATION OF APPROVING AN AGREEMENT BETWEEN THE CITY AND THE SPRINGVILLE CHAMBER OF COMMERCE FOR THE FOURTH FRIDAY EVENT.**

### **RECOMMENDATION**

Motion to Approve the Mayor's execution of an Agreement between the City and the Springville Chamber of Commerce for the Fourth Friday Event.

### **GOALS, OBJECTIVES AND STRATEGIES AT ISSUE**

Springville General Plan Goal – To provide recreation that creates lasting memories, provides diverse opportunities, builds unity, and provides safe and fun experiences for all age abilities and interest.

### **BACKGROUND:**

The City Council was recently approached by the Springville Chamber of Commerce and asked to hold a Fourth Friday Event that would consist of local businesses, restaurants and entertainment converging onto the Civic Center grounds on the fourth Friday of each summer month to have family oriented fun and promote local business and talent. The City Council agreed to consider this event. The proposed agreement establishes the responsibilities of the City and the Chamber for holding the Fourth Friday Event.

The Agreement includes the following provisions:

- **Event Dates & Times.** The Event will take place on the following dates from 6:00 to 9:00:

June 28, 2013  
July 26, 2013  
August 23, 2013  
September 20, 2013

The September date is actually the third Friday. The parties wanted to hold the event in conjunction with Heritage Days. (The switch may cause some confusion.) Booths may start setting up at 2:00 p.m. Everything must be cleaned up by 11:00 p.m. Any party may terminate the agreement with a 20 day notice.

### **CITY COUNCIL AGENDA**

- **City's Responsibilities.** Under the Agreement, the City will:
  - Provide the Civic Center with electrical outlets and trash cans.
  - Promote the Event on the City's website and in the Civic Center lobby.
- **Chamber's Responsibilities.** The Chamber agrees to organize and operate the Event, which includes, but is not limited to, the following:
  - Processing vendor applications,
  - Finding the entertainment,
  - Setting up and taking down for the Event,
  - Promoting the Event,
  - Obtaining mass gathering permits and any required additional restrooms,
  - Maintaining a family friendly event that is clean, safe, and attractive,
  - Indemnifying the City for the Chamber's negligent conduct, and
  - Paying additional costs associated with running the Event, such as extra police costs.
- **Chamber Fees.** As consideration for organizing and operating the Event, the Chamber will retain all fees for vendor booths and other authorized fees collected by the Chamber.
- **Promoting the Event.** The City and the Chamber agree to allow each party to use each other's names, logos and seals for the sole purpose of promoting the Event. The City has the right to approve all promotional concepts and materials before they go out.
- **General Provisions.** The Agreement contains several other general contract provisions, such as provisions addressing attorney's fees, waivers, governing law, assignments, amendments, etc.

**ALTERNATIVES:**

The Council could decide not to approve the agreement, request revisions to the agreement, not to have the Fourth Friday Event, or to run the Fourth Friday Event through other means.

**FISCAL IMPACT:**

The fiscal impact is hard to assess because this is an event that the City has not previously held and will mostly be ran by the Chamber. The main costs include employee time and wear and tear on Civic Center grounds.

Attachments: Proposed Agreement

# Fourth Friday Event Agreement

## AGREEMENT

This Agreement (“Agreement”) dated effective as of this \_\_\_\_ day of June, 2013, is between the City of Springville, a Utah Municipal Corporation, (“City”), 110 South Main Street, Springville, Utah 84663 and the Springville Chamber of Commerce (the “Chamber”), 717 North Main Street Ste. 207, Springville, Utah 84663.

## I. BACKGROUND

A. In an effort to promote Springville businesses and provide entertainment for Springville residents, the parties desire to institute a Fourth Friday Event for the summer of 2013 that will include entertainment, food, and vendor booths from local businesses and residents (the “Event”).

B. The Chamber desires to organize and operate the Event.

C. The City desires to provide its Civic Center open space and grounds for the Event.

NOW THEREFORE, In consideration of the terms and conditions set out herein the parties agree as follows:

1. **Event Dates & Times.** The Event will take place every fourth Friday in the months of June, July, and August, and the third Friday in September of 2013, from 6:00 pm to 9:00 pm. The Event dates are:

June 28, 2013

July 26, 2013

August 23, 2013

September 20, 2013

The Chamber and its authorized entertainment, food, and business booths may begin setting up for the Event at 2:00 pm on the afternoon of the Event date. The Event must be cleaned and cleared from the Grounds (as defined below) by 11:00 pm the night of the Event.

2. **Term.** The term of this Agreement shall commence on the first date written above, and shall end on September 30, 2013.

3. **Termination.** The Agreement may be terminated by either party by providing the other party a twenty (20) day written notice of termination.

4. **Premises.** The Event shall take place on the grounds of the Civic Center, as designated on the map attached as Exhibit A (the “Grounds”).

5. **City’s Responsibilities.** The City agrees to do the following:

- a. Provide adequate facilities on the Grounds for electricity and trash for the Chamber and its authorized entertainment, food, and vendor booths.
- b. Promote the Event on its municipal website and in the lobby of its Civic Center.

6. **City Representative.** As a city event, the City designates the Recreation Department Director (the “Director”) as the overseer of the Event. Each Event organized and operated by the Chamber, as defined by this Agreement, shall be authorized prior to the date of the Event by the Director.

7. **Chamber’s Responsibilities.** The Chamber agrees to organize and operate the Event. This includes, but is not limited to, collecting applications and fees for use of entertainment, food, and vendor booths, organizing and approving booth locations, providing an adequate number of staff to run the Event, and cleaning after the Event. As part of operating the Event, the Chamber shall do the following:

- a. Promote and incur all the costs of promoting the Event.
- b. Allow the City to operate its own booth(s) for no charge.
- c. Obtain all necessary mass gathering permits required by Utah County.
- d. Contract, transport, and provide additional restroom facilities as needed and/or required by the City or the County for the Event.
- e. Maintain a clean, safe, and attractive environment for the Event.
- f. Clean the Grounds and remove all refuse and debris from the Grounds during and following each Event.
- g. The Chamber agrees to maintain a family friendly environment. There shall be no businesses providing or promoting alcohol, tobacco, illegal behavior, or adult-oriented merchandise. The Chamber shall be responsible to ensure that none of the booths or the entertainers plays music that would be deemed objectionable according to local standards. On the first offense, the Chamber shall require that the music is turned off. On a subsequent offense, the Chamber shall close the booth or end the entertainment for the duration of the Event or until such time as designated by the Director.
- h. The Chamber shall maintain records of the entertainment, food, and vendor booths that include the name, address, and telephone number of the business, and the fees collected by the Chamber for the Event. The Director shall have free access to the records upon request.

i. The Chamber agrees to hold the City and its officers, employees, agents, representatives, and all others acting on its behalf harmless from any and all liability and shall defend and indemnify the City and its officers, employees, agents, representatives, and all others acting on its behalf for any claims for damage to property or injury to persons arising from the negligence of the Chamber and its employees, agents, volunteers, or other people associated with the Chamber under the terms of this agreement.

8. **Chamber Fees.** As consideration for organizing and operating the Event, the Chamber shall have the right to retain all fees for vendor booths and other authorized fees collected by the Chamber.

9. **Promoting the Event.** The City and the Chamber agree to allow each party to use each other's names, logos and seals for the sole purpose of promoting the Event. The parties shall not alter the names, logos, or seals of the other in the course of promoting the Event. The City reserves the right to approve all promotional concepts and materials, which the Chamber wishes to use. Under no circumstances will promotions which reflect unfavorably on either party, or which are prohibited or restricted by law, rule, regulation, or executive order, be approved by the City.

10. **Additional Services.** The Chamber and the City will agree to a mutually agreeable amount for services including, but not limited to, electricity, trash, and police.

11. **Third Parties.** Nothing in this Agreement shall be construed to place the parties in relationship of partners or joint ventures or agents, and the Chamber shall have no power to obligate or bind the City in any manner whatsoever.

12. **General Provisions:**

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

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

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

d. **Severability.** Any provisions of this Agreement prohibited by law, or found in to be invalid by any court or agency having jurisdiction thereof, shall be ineffective to the extent of such prohibition or invalidity, without in any way invalidating or affecting the remaining provisions of this Agreement.

e. **Assignment.** Neither party shall assign or transfer its rights, nor delegate its obligations under this Agreement to any third party without prior written approval of the other party which may be withheld for any or no reason.

- f. **Entire Agreement.** This Agreement constitutes the entire Agreement and understanding of the parties hereto and cancels, terminates, and supersedes any prior Agreement or understanding relating to the subject matter hereof between the parties relating to promise, agreements, warranties, covenants or undertakings other than those contained herein.
- g. **Headings.** The headings and captions contained in this Agreement are for convenience only and shall not be considered in interpreting the provisions hereof.
- h. **Approval.** This Agreement shall not be valid or binding in any way upon the City until fully executed by the City's authorized representative appearing below.
- i. **Amendment.** This Agreement shall not be amended or modified except by written document signed by the party to be charged with such amendment or modification.
- j. **Waiver.** No failure to exercise, delay in exercising or single or partial exercise of any power, or remedy by any party hereto shall constitute a waiver thereof or shall preclude any other or further exercise of the same or any other right, power or remedy.
- k. **Force Majeure.** Neither party shall be responsible to the other for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage or any cause beyond the reasonable control of the party.
- l. **Notice.** Any notice, demand, request, consent, approval, or other communication (collectively, the "Notices") required or permitted to be given by any provision of this agreement shall be in writing and sent by hand-delivery, by special courier (for example, Federal Express), by United States Certified Mail (return receipt requested, postage prepaid), or by telefax, addressed to the party to be so notified. Notice pursuant to this Agreement shall be deemed given pursuant to the following rules: if hand delivered, at the time of the delivery; if sent by special courier, on the third (3<sup>rd</sup>) day after deliver to the courier; if mailed, on the later of the date of receipt or the third (3<sup>rd</sup>) day after deposit thereof in the United States Mails; and if sent by telefax, on the date that the telefax is acknowledged as received.

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

SPRINGVILLE CITY

BY: \_\_\_\_\_  
Wilford W. Clyde, Mayor

Attest:

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

SPRINGVILLE CHAMBER OF COMMERCE

BY: \_\_\_\_\_  
\_\_\_\_\_, President



## STAFF REPORT

**DATE:** June 12, 2013

**TO:** Mayor and City Council

**FROM:** Bradley D. Stapley, Director of Public Works

**SUBJECT: NORTH MAIN STREET CULINARY WATER MAIN PIPELINES PROJECT  
DESIGN/CONTRACT ADMINISTRATION & SERVICES DURING  
CONSTRUCTION CONTRACT**

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### **RECOMMENDED ACTION**

Motion to enter into an agreement for professional services in the amount of \$107,130.00 with Hansen, Allen & Luce, Inc to provide engineering design, contract administration, and services during construction for the North Main Street Culinary Water Main Pipelines Project (as outlined in the attached agreement); and authorize the Director of Public Works to issue a Notice to Proceed for the project.

### **SUMMARY OF ISSUES/FOCUS OF ACTION**

The City owns and operates parallel culinary water main pipelines in Main Street. A westerly water main pipeline services residences and businesses on the west side of Main Street, and a parallel easterly water main pipeline services residences and businesses on the east side of Main Street.

These parallel pipelines are in immediate need of replacement due to corrosive soils that have corroded the pipeline walls rendering them unable to consistently withstand internal pipeline pressures and external ground vibrations without failure of the pipeline wall.

The above mentioned professional services contract will provide for the engineering design of new parallel water main pipelines to replace the older failing water mains.

### **SCOPE OF WORK**

The pipelines to be replaced will be the easterly water main pipeline from Center Street to 1400 North (6,900 linear feet), and the westerly water main pipeline from Center Street to 900 North (4,600 linear feet).

The following represents the scope of work for this professional services contract:

### ***CITY COUNCIL AGENDA***

*June 18, 2013*

*C:\Users\jnastron\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\Z004NX6O\North Main Street Culinary Water Main Pipelines Project 2013.doc*

### **WATER MAIN DESIGN**

- Participate in a project kickoff meeting with the City
- Research existing utilities along the proposed alignment
- Prepare a base map containing all utilities
- Coordinate with UDOT for needed approvals
- Identify preliminary water main alignment based on utility mapping in an attempt to avoid the existing buried concrete highway surface
- Perform geotechnical investigations
- Revise water main alignment based on geotechnical data received
- Prepare bidding documents and specifications
- Perform in-hand plan walk-through of the project to verify the design
- Prepare engineer's cost estimate
- Submit all necessary documents to the State Division of Drinking Water for approval

### **SERVICES DURING BIDDING**

- Participate in the Pre-Bid meeting
- Respond to contractor requests for information and questions
- Prepare addendums to the bidding package as necessary
- Evaluate the submitted bids

### **SERVICES DURING CONSTRUCTION**

- Participate in the preconstruction meeting
- Prepare the Project Manual containing all executed contract documents and construction drawings
- Provide full-time construction observation (estimated 12 week construction period)
- Conduct weekly progress meetings
- Review submittals and respond to "Requests for Information"
- Participate in the final inspection.
- Prepare monthly pay estimates.
- Prepare Record Drawings based on red-line information provided by the contractor.
- Submit all required documentation to the Division of Drinking Water in order to obtain an Operating Permit.

### **FISCAL IMPACT**

Funding for this project will come from the Public Works Water Division budget. The work will be completed on a time and materials basis with a not-to-exceed contract amount of \$107,130.00 without prior authorization from Springville City.

### ***CITY COUNCIL AGENDA***

**AGREEMENT FOR  
PROFESSIONAL SERVICES**

**THIS AGREEMENT**, entered into this 11th day of June 2013, by and between Springville City Corporation , a Utah body politic existing under the laws of the State of Utah, Herein referred to as "Owner" and , HANSEN, ALLEN & LUCE, Inc., a Utah corporation, herein referred to as "Consultant".

WITNESSETH:

**WHEREAS**, Owner desires to retain the services of an engineering consultant to assist the City with design of an 8" diameter potable water pipeline replacement on the west side of Main Street from Center Street to 900 North (4,600 feet) and an 8" diameter potable water pipeline replacement on the east side of Main Street from Center Street to 1400 North (6,900 feet). The City desires the engineering consultant to assist with preparation of design drawings, specifications, and bidding package; assistance with bidding the project; and providing services during construction.

The above referenced project is herein referred to as the "Projects", and

**WHEREAS**, Consultant represents that it is qualified and willing to provide the services required.

**NOW, THEREFORE**, for the mutual consideration hereinafter set forth, the parties hereto agree as follows:

**SCOPE OF SERVICES**

The services contained within this Agreement are defined by Exhibit 'A', attached hereto. Exhibit 'A' contains a description of the services required, and the amount of compensation not to exceed such amount.

Consultant shall promptly commence performance thereof in accordance with the instructions contained herein. The time to complete the project design is detailed herein, provided that both parties agree that any extensions of time to complete the design must come after the Consultant satisfactorily demonstrates to Owner in writing that the delay was caused by reasons beyond Consultant's control. The time required for Owner review and approval, or for the review and approval by other agencies or authorities having jurisdiction over the services required hereunder, such as the State of Utah, shall be considered a delay beyond the control of the Consultant if subsequent work or tasks could not proceed without such approval.

**SCHEDULE OF PERFORMANCE**

Upon written acceptance of both parties, Consultant shall commence performance and complete said services within the time period specified in this Agreement.

## **RESPONSIBILITIES OF CONSULTANT**

Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with Owner in connection with this Agreement. All of the services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without the approval of Owner. Any work to be performed by others under the direction of Consultant shall be the subject of a subcontract and any such subcontract shall incorporate pertinent and necessary provisions of this Agreement; provided, however, that Consultant shall be permitted to freely allocate services hereunder to any of its affiliates or subsidiaries.

Consultant represents and warrants that it will perform the work required hereunder in accordance with state-of-the-art engineering methods and practices and that the work to be performed hereunder by or on behalf of Consultant shall be performed in a competent, professional manner and that Consultant's work product delivered to Owner pursuant to requirements of this Contract including, but not limited to design work, shall be free from defect within normal professional standards.

The parties acknowledge that Consultant is retained to render professional services and any payments made to Consultant are compensation solely for the services as Consultant may render and recommendations the Consultant may make in carrying out the work. Except as otherwise provided above in this paragraph, Consultant does not warranty any of the information acquired from a third party that may be utilized in carrying out the work, other than to guarantee that Consultant will exercise good faith and professional judgement in selecting and recommending such information. Consultant shall comply with all applicable laws, ordinances, and regulations of all federal, state and local governments and agencies while performing services hereunder. It is expressly understood that Consultant is an independent contractor hereunder, and is not an agent or employee of Owner.

## **RESPONSIBILITIES OF OWNER**

Owner shall provide all available information and make available for the Consultant's use during the performance of this Agreement all applicable data, existing and preliminary studies, maps, reports, or records which Owner may have available relating to the Project requirements.

Owner shall designate a representative to act in its behalf while working with Consultant hereunder. This representative shall be the City Engineer. The Consultant's liaison with the other Project personnel and public agencies shall be subjected to authorization by Owner's representative. Owner shall examine documents submitted by Consultant and render decisions pertaining thereto promptly so as not to delay the progress of Consultant's work.

## **COMPENSATION**

In consideration of the performance of the services covered by this Agreement, Owner shall pay Consultant a sum not to exceed the total amount specified in the Agreement, said amount being

\$107,130, with sub-total amounts to be paid at the completion and acceptance by the City, as defined in Exhibit A, attached hereto. Consultant shall maintain accurate records of work done, including who performed the work, the billing rate of the person performing the work, and a description of the work performed and the number of hours worked on the task on a day-by-day basis.

The amount to be paid by Owner shall be the lesser of the not-to-exceed price specified in the Task Order or a price calculated by multiplying the hours worked on the task times the appropriate billing rates.

## **PAYMENT**

Once each month Consultant shall prepare and submit an invoice for services rendered during the previous month. Inasmuch as payment is to be made on a hourly basis, Consultant shall submit an invoice to Owner based upon the hours worked on each task which has been completed during the month.

Owner agrees to pay Consultant within thirty (30) days after receipt of each invoice. In the event of litigation to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, in addition to other available relief.

## **CHANGES**

Owner may, from time to time, request changes in the scope of services under this Agreement. Such changes, including any increase or decrease in the amount of Consultant's compensation or the time required for performance, which are mutually agreed upon by the parties hereto, shall be incorporated in written Amendments to this Agreement. Under no circumstances shall Consultant provide additional services or incur expenses for which additional compensation is to be charged without the express written authorization of Owner and such authorization shall be obtained prior to the work being done.

## **TERMINATION**

The performance of the work and services hereunder may be terminated by Owner at any time, in whole or in part:

1. When Consultant shall default in its obligations hereunder or fail to make progress in prosecution of the work and services, thereby endangering such performance, and shall fail to cure such default or failure within ten (10) days (or such longer period as Owner may allow) after receipt of notice specifying the default or failure; or
2. For the convenience of Owner at any time.

Termination shall be effected by delivery to Consultant of Notice of Termination, specifying whether said termination is for default of consultant or for the convenience of Owner, the extent to which performance of the work and services is terminated, and the date upon which such termination is to become effective.

Forwarding receipt of a Notice of Termination, Consultant shall discontinue performance on the date and to the extent specified therein, and deliver to Owner the completed or partially completed drawings, information, materials, or other documents which, if performance had continued, would be furnished to Owner.

In the event of termination for Owner's convenience, Consultant shall be entitled to payment of:

- (1) All costs and expense incurred in the performance of services hereunder, reimbursable in accordance with the terms of this Agreement, not previously paid to Consultant and incurred prior to the effective date contained in the Notice of Termination.
- (2) A portion of Consultant's fee, including profit not previously paid proportionate to the percentage of the work and services completed.
- (3) Such additional costs and expenses as are actually incurred by Consultant, at Owner's request, in the completion of work in process, in performing work following the effective date contained in the Notice of Termination, and/or in assisting in the transition to a new consultant, should Owner so desire.
- (4) In the event of termination due to Consultant's default, Consultant shall be entitled to payment of all costs and expenses incurred in the performance of services hereunder, reimbursable in accordance with the terms of this Agreement, not previously paid to Consultant and incurred prior to the effective date contained in the Notice of Termination, less Owner's reasonable expense incurred as a result of and attributable to the termination, including, but not limited to, additional costs incurred or expected to be incurred in obtaining the completion of the Consultant's scope of work by another Consultant, and any losses or detriment suffered by Owner as a consequence of Consultant's breach hereunder, including damages resulting from delays in project completion. Consultant shall not be entitled to a profit if the termination is due to Consultant's breach of contract. Consultant's liability to Owner, shall be limited to the amount of total compensation for services and costs received and to be received by Consultant under this Agreement. In the event that the Owner shall fail or refuse to make payment of any portion of Consultant's fee, due and payable hereunder, or any other sum payable to the Consultant hereunder, within thirty (30) days after the invoice therefore is rendered to Owner, Consultant may suspend at any time thereafter further performance of Consultant's services hereunder until such default is remedied. If Owner's failure to make any payment properly due and owing to Consultant hereunder shall continue for sixty (60) days, Consultant may, at its option to be exercised at any time thereafter prior to the remedying of such default, terminate this Agreement without prejudice to Consultant's right to recover for the service theretofore rendered, for cost and expense reimbursements, and for other sums due and payable hereunder.

## **SUSPENSION**

Owner may suspend performance of the work and services hereunder at any time, in whole or in part, by giving written notice of such suspension of Consultant. Consultant shall be paid for

the services performed prior to the receipt of the notice of suspension. In the event of a suspension in excess of ninety (90) days, Consultant's compensation shall be subject to re-negotiation and Consultant shall not be required to resume performance until such compensation has been agreed upon by the parties. Consultant shall be deemed to have waived any right to re-negotiation if it resumes performance prior to giving Owner written notice of Consultant's intention to renegotiate its compensation.

## **INSURANCE AND LIABILITY**

Regarding work performed under this Contract, Consultant shall procure and maintain adequate insurance for protection from claims under Worker's Compensation Acts, claims for damages because of bodily injury including personal injury, sickness, disease or death of any person, including Consultant's employees, and from claims or damages because of injury to or destruction of property, including any loss of use resulting therefrom.

Owner agrees to limit Consultant's liability to Owner due to Consultant's negligent acts, or errors, or omissions, such that the total aggregate liability of the Engineer to Owner to the said negligent acts, errors or omissions including, but not limited to, breaches of Consultant's warranty contained in this Agreement shall not exceed \$107,130.

## **OWNERSHIP OF DOCUMENTS**

All original materials, data, notes, reports, or other documents prepared by Consultant hereunder shall become that property of Owner upon payment pursuant to this Agreement and shall be delivered to Owner when requested. Owner agrees to hold harmless, indemnify and defend Consultant against all third part damages, claims, expenses, and losses arising out of any reuse by the Owner of the documents prepared for this project, if the Owner does not obtain the written authorization of the Consultant for such reuse.

## **RECORDS**

Records of all services provided hereunder in which compensation is computed on the basis of hourly rates or a percentage of the not-to-exceed amount, and expense incurred in any case, shall be maintained by Consultant under generally recognized accounting methods and shall be available to audit or inspection by Owner or its authorized representative(s) at mutually convenient times for a period of three (3) years after final payment.

## **EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

Consultant shall take affirmative actions to insure that applicant's are employed and that employees are treated during their employment without regard to their race, religion, color, sex or national origin. Such actions shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

## **INTEREST OF CONSULTANT**

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that no person having any such interest shall be employed in the performance of this Agreement.

## **NOTICE**

Any notice required to be given under any provision of this AGREEMENT by either party shall be transmitted to the other by personal delivery or by certified mail addressed as follows:

OWNER: Springville City Corporation  
110 South Main Street  
Springville, Utah 84663  
ATTN: Troy Fitzgerald, City Administrator

CONSULTANT: HANSEN, ALLEN & LUCE, Inc.  
6771 S 900 E  
Midvale, UT 84047  
ATTN: Mr. Marvin E. Allen, P E

Or to other such address as either party may subsequently direct in writing.

## **SUCCESSORS AND ASSIGNS**

Consultant agrees that it will not assign, transfer, convey or otherwise dispose of this Agreement, or its rights, title or interest therein or its power to execute the same, without the consent in writing of Owner.

## **EXTENT OF AGREEMENT**

This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments or agreements, whether oral or written. Further this Agreement shall only be modified or revised by a written instrument signed by the parties hereto.

## **GOVERNING LAW**

This agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the authorized representative of the parties hereto have executed this Agreement on the day and year first above written.

OWNER:

SPRINGVILLE CITY

By \_\_\_\_\_

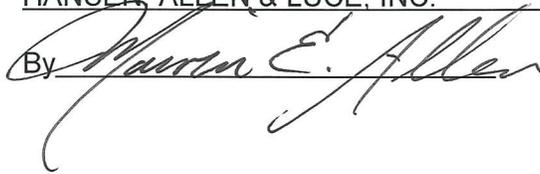
ATTEST:

By \_\_\_\_\_

Title \_\_\_\_\_

CONSULTANT:

HANSEN, ALLEN & LUCE, INC.

By  \_\_\_\_\_

## EXHIBIT 'A'

### **SCOPE OF SERVICES**

Summarized below is Hansen, Allen & Luce's (HAL) project understanding, scope of work, and assumptions used in preparation of our engineering fee estimate, along with a break down our estimated fees by Task.

### **PROJECT UNDERSTANDING**

Springville City is proposing to replace the existing 8" waterline on the west side of Main Street from Center Street to 900 North (4,600') with a new 8" waterline and also replacing the existing 4" and 6" waterline on the east side of Main Street from Center Street to 1400 North (6,900') with a new 8" waterline. We have assumed that all existing water services and fire hydrants will also be replaced as part of this project.

We understand the City desires to construct these waterlines this year in order for UDOT to perform scheduled road maintenance on Main Street next year. Therefore, design and bidding of this project will take place as quickly as possible in order to allow sufficient time for the waterlines to be constructed and an asphalt patch installed this year.

Locating existing utilities during the design phase is key to this project in order to allow sufficient time for any conflicting utilities to be re-located, if necessary.

We understand that Main Street contains an existing concrete surface under the existing asphalt roadway. Our intent is to install the new waterlines outside of the extents of this buried concrete surface in order to minimize construction costs. Therefore, once preliminary alignments are identified, we will perform geotechnical investigations in various locations along the alignment to attempt to identify the extents of the concrete surface. The waterline alignments will then be revised, as needed, in order to not install the new waterlines under the concrete surface.

### **SCOPE OF WORK**

The suggested scope of work for assisting the City in accomplishing this project is outlined by Task and Subtask below.

#### ***TASK 100 – Waterline Design***

1. Meet with Springville City for a project kickoff meeting and then at the 30%, 50% and 90% review phases.
2. Research existing utilities along the proposed alignments.
3. Prepare a base map containing all existing utilities.
4. Coordinate with UDOT to get their approval for the proposed waterline alignments and design concepts.
5. Identify preliminary waterline alignments based on utility mapping in an attempt to avoid the existing buried concrete surface.

6. Perform geotechnical investigations in order to verify the preliminary alignments are not located under the buried concrete surface.
7. Revise the waterline alignments, as needed, based on the geotechnical investigations.
8. Design the waterline replacements and prepare bidding drawings using plan views only at a 1:40 scale. Water service connections and fire hydrant replacement details will also be prepared in addition to water main connection details at each water main crossing.
9. Prepare bidding documents and technical specifications in order to bid the project.
10. Perform a hand-in-plan walk through of the project in order to verify the design.
11. Prepare an Engineer's Cost Estimate.
12. Submit all necessary documents to the Division of Drinking Water for their Plan Review process.

***TASK 200 – Bidding and Services During Construction***

1. General assistance during the bidding process including responding to bidders questions, issuing any addenda and attending the Pre-Bid Meeting.
2. Attend the Pre-Construction Meeting and prepare the Project Manual containing all executed contract documents and construction drawings.
3. Provide full-time construction observation. We have estimated a 12-week construction period for this project.
4. Conduct weekly progress meetings attended by the full-time construction observer and the project engineer.
5. Review submittals from the Contractor and respond to Requests for Information.
6. Perform all necessary construction administration, including Change Orders and Pay Requests.
7. At the completion of the project, prepare the Record Drawings and execute all required project closeout documents.
8. Submit all required documentation to the Division of Drinking Water in order to obtain an Operating Permit.

**ESTIMATED FEE**

Hansen, Allen & Luc, Inc. proposes a professional “not to exceed” engineering budget as outlined in the following table. Charges in the project will be made based on actual expenses in accordance with HAL’s Fee Schedule, a cop of which is attached. If less effort is required by HAL to accomplish the tasks than is anticipated, the City will only be invoiced for the actual effort required to accomplish the tasks. A complete breakdown of costs by task item, estimated time by staff member, and an estimate of other direct charges is also attached.

TASK	TASK DESCRIPTION	ENGINEERING FEE ESTIMATE
100	Waterline Design	\$43,760
200	Bidding and Services During Construction	\$63,370
	TOTAL ESTIMATED FEE	\$107,130

Hansen, Allen & Luce's (HAL's) Engineering Scope of Services and Engineering Fees have been developed and estimated assuming that the project will proceed in general conformance with HAL's Proposal to the City. Any significant modification to the Scope of Services may result in a request for a change to the Agreement. Assumptions included in our Scope of Services are as follows:

1. Special Permits – Hobble Creek Crossing - HA&L has only included design costs for the Hobble Creek Crossings. It has been assumed that the City will pay any application fees, if required.
2. Right-of-Way – It has been assumed that all waterline replacements will take place in existing City/UDOT owned streets and/or right-of-ways and that no additional right-of-ways or easements will be necessary.
3. Surveying - It is assumed that the City will perform and provide survey data. Because only plan views will be included in the drawing package, minimal survey data will be needed. Specifically any existing utility data (ie. sewer and storm drain manholes, water valves and meters, any utility blue stake markings, etc).
4. Drawing Sheets - It is assumed that the number of sheets for Plan Views will be 12 sheets at 1:40-scale. There will be 1 sheet for the Hobble Creek Crossings. There will be 3 General Sheets, 3 Connection Detail Sheets, and 1 Typical Detail Sheet.
5. Assumed construction period is 12 weeks or 3 months. Thus, construction inspection and all other services during construction are based on this time estimate.
6. Three construction applications for payment have been assumed.
7. Construction quality control materials testing and surveying will be by the Contractor.

### **SCHEDULE**

We anticipate beginning the project as soon as given notice by the City. We will then contact all the necessary utility companies in order to obtain their mapping. We will also plan to immediately coordinate with UDOT regarding the alignments and the Hobble Creek crossings to allow for no surprises. We would be able to have the final drawings completed for bidding by the end of July.

## STANDARD FEE SCHEDULE

September 2012

### PERSONNEL CHARGES

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel expenses directly related to the completion of the project, in accordance with the following:

Senior Managing Professional.....	\$159.00/hr
Managing Professional.....	\$133.00/hr
Senior Professional II.....	\$123.00/hr
Senior Professional I.....	\$115.50/hr
Professional III.....	\$105.00/hr
Professional II.....	\$98.00/hr
Professional I.....	\$89.00/hr
Professional Intern.....	\$82.50/hr
Senior Designer.....	\$101.00/hr
Designer.....	\$88.00/hr
Senior Field Technician.....	\$88.00/hr
Field Technician.....	\$72.00/hr
CAD Operator.....	\$72.00/hr
Secretary.....	\$53.00/hr
1 Man GPS Surveying Services.....	\$159.00/hr
2 Man GPS Surveying Services.....	\$172.00/hr
Surveying Services.....	\$149.00/hr
Expert Legal Services.....	\$250.00/hr

### DIRECT CHARGES

Client also agrees to reimburse HAL for all other costs directly related to the completion of the project. Direct charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction.....	\$6.00 per labor hour
Out-of-town per diem allowance (lodging not included).....	\$35.00 per day
Vehicle.....	\$0.65 per mile
Outside consulting and services.....	Cost plus 10%
Other direct expenses incurred during the project.....	Cost plus 10%
Trimble GPS Unit.....	\$130.00 per day

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE ..... 1.5% per month

Note: Annual adjustments to personnel and direct expense charges will occur in September of each year. Mileage rate changes are based on fuel prices.



## STAFF REPORT

**DATE:** June 18, 2013  
**TO:** Honorable Mayor and City Council  
**FROM:** Bruce Riddle, Finance Director  
**SUBJECT: FY 2013 BUDGET AMENDMENT**

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### **RECOMMENDED MOTION**

The Finance Department recommends adopting Resolution \_\_\_\_\_ to open and amend the General Fund, Special Improvement Fund, Capital Improvement Fund, Water Fund, Electric Fund, Solid Waste Fund, Special Trusts Fund and Airport Fund for operational and capital expenses and applying to the Fiscal Year ending June 30, 2013 as outlined in Exhibit A (attached).

### **SUMMARY OF ISSUES/FOCUS OF ACTION**

The Uniform Fiscal Procedures Act for Utah Cities sets forth the procedures for the governing body to review and increase or decrease the appropriations in operating and capital budgets of the city. The resolution will provide the budget authority for the city to pay invoices that have been received for the projects detailed.

### **BACKGROUND**

Traditionally, the City Council reviews, opens and amends the budget at the conclusion of the fiscal year in order to make any final adjustments or appropriations before closing out the fiscal year.

### **DISCUSSION**

#### *Year-end Appropriations*

After reviewing the various fund budgets the Finance Department recommends a number of budget appropriations before closing out the year. Requests for appropriation as well as the funding sources are summarized in Exhibit A (attached). Brief descriptions of the recommended actions are as follows:

- *General Fund.* The following appropriations are recommended in the departments noted:
  - *Art City Days.* Transfer of funds from the Arts Commission to Art City Days using savings from statue maintenance account to pay for lease of the parking lot used for Art City Days.
  - *Recreation.* Increase the grant expenditure line by the amount that was actually received from the County for the annual activities grant.

**CITY COUNCIL AGENDA**  
*Meeting Date, June 18, 2013*

- *Special Improvement Fund.* Transfer funds from the SID fund to replenish reserve used to fund the debt service reserve fund in the SID fund. These amounts were returned to the City following the settlement proceedings with the landowner that was in default.
- *Capital Improvements Fund.* Transfer funds from the park acquisition and improvement bond proceeds to the Special Service Fund where prior year expenditures had occurred related to the community park project.
- *Water Fund.* Appropriates funds per earlier Council discussion for payment of professional fees associated with Irrigation Co. litigation. Also, funding for the North Main Street Water Pipeline project previously presented to the Council. Most of these funds will be carried forward to the 2014 budget.
- *Electric Fund.* Appropriate funds for the purchase of materials and supplies related to new development. These purchases are funded from fees paid by developers.
- *Solid Waste Fund.* Appropriate funds from reserves for the purchase of new garbage cans for the recycling program.
- *Special Trusts Fund.* Appropriate donation revenues from the Statues to Live By program for statue expenditures.
- *Airport Fund.* Appropriate funds from donations and ticket sales for expenses related to the Airport's Planes, Trains and Automobiles event.

### **ALTERNATIVES**

The Council has the alternative of considering different funding sources than those recommended by staff in Exhibit A. However, taking no action at all on the resolution will leave the staff without the budget authority to pay invoices for services that have been rendered.

### **FISCAL IMPACT**

The fiscal impacts of the proposed appropriations are included in Exhibit A.

**Exhibit A**

**City of Springville  
Budget Amendment Form**

*Fiscal Year Ending June 30, 2013*

<i>Item</i>	<i>Fund</i>	<i>Dept.</i>	<i>Acct.</i>	<i>Description</i>	<i>Beginning Budget</i>	<i>Increase</i>	<i>Decrease</i>	<i>Amended Budget</i>	<i>Purpose and Funding Source</i>
<b>Revenues</b>									
	10	3300	360	General Grants					
	45	3600	NEW	Transfer from SID Fund	0	350,000		350,000	Replenish funds used for SID DSRF
	53	3700	773	Electric Extensions	75,000	65,000		140,000	New development
	84	3000	336	Donations for Statues	0	1,600		1,600	Statue donations
	83	3600	883	Donations	0	5,000		5,000	
	Total Revenue Amendments				75,000	421,600		496,000	
	Utilize Reserves					24,820			
<b>Expenditures</b>									
	10	4562	620	Statue Maintenance	5,000		2,000	3,000	Transfer to Art City Days for parking lot lease
	10	4125	700	(ACD) General Expense	37,100	2,000		39,100	Parking lot lease
	10	4560	242	Grant Expenditures	12,000	1,757		13,757	UT Co. Activity Grant
	21	9000	NEW	Transfer to CIP Fund	0	350,000		350,000	Replenish funds used for SID DSRF
	51	5100	310	Prof. & Tech. Services	85,040	23,420		108,460	Irrigation Co. litigation
	51	6190	NEW	North Main St. Water Pipeline	0	1,300,000		1,300,000	Replace water line prior to UDOT project
	53	6050	002	New Dev. Transformers	25,314	65,000		90,314	New development projects
	57	6024	040	New Garbage Cans	37,500	47,500		85,000	New recycle program cans
	83	4000	894	Event Expenses	0	5,000		5,000	Planes, Trains & Autos event

**CITY COUNCIL AGENDA**

*Meeting Date, June 18, 2013*

<i>Item</i>	<i>Fund</i>	<i>Dept.</i>	<i>Acct.</i>	<i>Description</i>	<i>Beginning Budget</i>	<i>Increase</i>	<i>Decrease</i>	<i>Amended Budget</i>	<i>Purpose and Funding Source</i>
	84	4000	030	Statue Expenditures	0	3,000		3,000	Statue purchase from donations and Statues to Live By Program reserves
Total Expenditure Amendments					201,954	1,797,677	2,000	1,997,631	

Requested by:  
 \_\_\_\_\_

Council Approval:  
 Date: \_\_\_\_\_  
 Resolution #: \_\_\_\_\_

Processed: (Finance Dept. Use Only)  
 Date: \_\_\_\_\_  
 By: \_\_\_\_\_  
 JE: \_\_\_\_\_

RESOLUTION \_\_\_\_\_

A RESOLUTION OPENING AND AMENDING THE GENERAL FUND, SPECIAL IMPROVEMENT FUND, CAPITAL IMPROVEMENT FUND, WATER FUND, ELECTRIC FUND, SOLID WASTE FUND, SPECIAL TRUSTS FUND AND AIRPORT FUND FOR OPERATIONAL AND CAPITAL EXPENSES AND APPLYING TO THE FISCAL YEAR ENDING JUNE 30, 2013 AS OUTLINED IN EXHIBIT A.

WHEREAS, the City Council has received a recommendation from the Administration that the Springville City General Fund, Special Improvement Fund, Capital Improvement Fund, Water Fund, Electric Fund, Solid Waste Fund, Special Trusts Fund and Airport Fund be opened and amended for operational and capital expenses; and,

WHEREAS, on June 18, 2013 the City Council held a duly noticed public hearing to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record; and,

WHEREAS, all persons for and against the proposed appropriation were given an opportunity to be heard; and,

WHEREAS, after considering the Administration's recommendation, and facts and comments presented to the City Council, the Council finds the proposed appropriations reasonably further the health, safety, and general welfare of the citizens of Springville City.

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

PART I:

The Budget Officer is hereby authorized and directed to amend the budgets in the General Fund, Special Improvement Fund, Capital Improvement Fund, Water Fund, Electric Fund, Solid Waste Fund, Special Trusts Fund and Airport Fund for operational and capital expenses as outlined in Exhibit A.

PART II:

This resolution shall take effect immediately.

END OF RESOLUTION.

PASSED AND APPROVED this 18<sup>th</sup> day of June 2013.

---

Wilford W. Clyde, Mayor

ATTEST:

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Venla Gubler, City Recorder

**Exhibit A**

**City of Springville  
Budget Amendment Form**

*Fiscal Year Ending June 30, 2013*

<i>Item</i>	<i>Fund</i>	<i>Dept.</i>	<i>Acct.</i>	<i>Description</i>	<i>Beginning Budget</i>	<i>Increase</i>	<i>Decrease</i>	<i>Amended Budget</i>	<i>Purpose and Funding Source</i>
<b>Revenues</b>									
	10	3300	360	General Grants					
	45	3600	NEW	Transfer from SID Fund	0	350,000		350,000	Replenish funds used for SID DSRF
	53	3700	773	Electric Extensions	75,000	65,000		140,000	New development
	84	3000	336	Donations for Statues	0	1,600		1,600	Statue donations
	83	3600	883	Donations	0	5,000		5,000	
	Total Revenue Amendments				75,000	421,600		496,000	
	Utilize Reserves					24,820			
<b>Expenditures</b>									
	10	4562	620	Statue Maintenance	5,000		2,000	3,000	Transfer to Art City Days for parking lot lease
	10	4125	700	(ACD) General Expense	37,100	2,000		39,100	Parking lot lease
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	21	9000	NEW	Transfer to CIP Fund	0	350,000		350,000	Replenish funds used for SID DSRF
	51	5100	310	Prof. & Tech. Services	85,040	23,420		108,460	Irrigation Co. litigation
	51	6190	NEW	North Main St. Water Pipeline	0	1,300,000		1,300,000	Replace water line prior to UDOT project
	53	6050	002	New Dev. Transformers	25,314	65,000		90,314	New development projects
	57	6024	040	New Garbage Cans	37,500	47,500		85,000	New recycle program cans
	83	4000	894	Event Expenses	0	5,000		5,000	Planes, Trains & Autos event

<i>Item</i>	<i>Fund</i>	<i>Dept.</i>	<i>Acct.</i>	<i>Description</i>	<i>Beginning Budget</i>	<i>Increase</i>	<i>Decrease</i>	<i>Amended Budget</i>	<i>Purpose and Funding Source</i>
	84	4000	030	Statue Expenditures	0	3,000		3,000	Statue purchase from donations and Statues to Live By Program reserves
Total Expenditure Amendments					201,954	1,797,677	2,000	1,997,631	

Requested by:

\_\_\_\_\_

Council Approval:

Date:

\_\_\_\_\_

Resolution #:

\_\_\_\_\_

Processed: (Finance Dept. Use Only)

Date: \_\_\_\_\_

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

JE: \_\_\_\_\_



## STAFF REPORT

**DATE:** June 18, 2013  
**TO:** Honorable Mayor and City Council  
**FROM:** Bruce Riddle, Finance Director  
**SUBJECT:** **CERTIFIED PROPERTY TAX RATE FOR FY 2013-2014**

---

### **RECOMMENDED MOTION**

The Finance Department recommends that the City Council move to approve Resolution \_\_\_\_ to adopt a total certified real and property tax rate of 0.002159 for the fiscal year ending June 30, 2014.

### **SUMMARY OF ISSUES/FOCUS OF ACTION**

The Uniform Fiscal Procedures Act for Utah Cities (Utah Code 10-6-133) outlines the procedures of setting the real and property tax levy for various municipal purposes. The City Council must set the tax rate for the upcoming budget year by ordinance or resolution.

### **BACKGROUND**

The Utah County Auditor calculates an annual certified property tax rate for the City. The rate is based on the assessed property values as of January 1<sup>st</sup> of the current year divided into the prior year's budgeted property tax revenues. The intent is to generate approximately the same amount of property tax every year by adjusting the certified tax rate. Any increase in revenues typically comes from new growth that occurred during the year. The maximum tax rate allowed by State law is 0.007.

### **DISCUSSION**

The certified tax rate adopted for Fiscal 2012-2013 was 0.002190. The proposed new certified tax rate of 0.002159 is a decrease of 0.000031 or 1.4%. The property tax rate decrease was due to the total taxable values increasing from \$1,247,388,038 in 2012 to \$1,278,629,030 in 2013. To maintain revenues from year to year, the tax *rate* decreases if the taxable *value* increases.

The tax rate includes a levy of \$646,753 for debt service associated with the 2010 General Obligation bonds for the Springville Library.

### **ALTERNATIVES**

The Council is required by State statute to adopt a property tax rate by resolution if it intends to levy a property tax. The Final Budget adopted by the Council includes revenue from a property tax levy.

**CITY COUNCIL AGENDA**  
*Meeting Date: June 18, 2013*

**FISCAL IMPACT**

The certified tax rate of 0.002159 is estimated to generate revenues of approximately \$2,760,000. The debt service for the Library bond is \$646,753, which will be paid from the total property tax revenue collected. The remainder is budgeted for general municipal purposes.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF SPRINGVILLE CITY, UTAH APPROVING THE CERTIFIED PROPERTY TAX RATE FOR THE FISCAL YEAR ENDING JUNE 30, 2014.**

**WHEREAS**, the Springville City Council held a Public Hearing on June 4, 2013 to receive public comment on the Tentative City Budget for the Fiscal Year Ending June 30, 2014; and

**WHEREAS**, the Springville City Council adopted a Final Budget on June 4, 2013, for the Fiscal Year Ending June 30, 2014; and

**WHEREAS**, the Springville City Council desires to adopt a Certified Property Tax Rate for the Fiscal Year Ending June 30, 2014.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Springville, UT;

**SECTION 1. Certified Property Tax Rate Approval.** It is hereby resolved that the Springville City Council adopt the Certified Property Tax Rate of 0.002159 to be levied on all taxable property within the corporate limits of Springville City.

**SECTION 2. Severability.** If any section, clause or portion of this resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

**SECTION 3. Effective Date.** This Resolution shall become effective immediately upon passage.

**PASSED AND ADOPTED BY THE SPRINGVILLE CITY COUNCIL, STATE OF UTAH ON THIS 18<sup>th</sup> DAY OF JUNE, 2013.**

\_\_\_\_\_  
Wilford W. Clyde, Mayor

ATTEST:

\_\_\_\_\_  
Venla Gubler, City Recorder



## STAFF REPORT

**DATE:** June 11, 2013

**TO:** The Honorable Mayor and City Council

**FROM:** John Penrod, City Attorney

**SUBJECT: CONSIDERATION OF APPROVING A DEVELOPMENT AGREEMENT WITH LOVE'S TRAVEL STOP AND COUNTRY STORES, INC. FOR THE DEVELOPMENT OF THE LOVE'S SUBDIVISION.**

### **RECOMMENDATION**

Motion to Approve the Development Agreement between the City and Love's Travel Stop and Country Stores, Inc. for the development of the Love's Subdivision.

### **GOALS, OBJECTIVES AND STRATEGIES AT ISSUE**

Springville General Plan Goal (p. 2-17) – To create a safe, functional, and attractive community that preserves the best of our past and shapes our future development in a way that benefits all people of our community.

Objective 4 (p. 2-23) – Provide conveniently-located commercial and professional office uses to serve the residents of Springville and surrounding areas.

Springville General Plan Goal (p. 9-8) – To encourage development that will focus on future growth while benefiting present and future residents; through an increased revenue base, employment opportunities, and business diversity.

Objective 2 (p. 9-9) – Encourage economic development throughout Springville

### **BACKGROUND:**

The Love's Subdivision was recorded on May 8, 2013. Immediately after the Love's Subdivision was recorded, Lot 1 in the Subdivision was deeded to Love's Travel Stop and Country Stores, Inc. ("Love's"). Love's has started to do excavation work on Lot 1 and is ready to pull a building permit for the Love's Travel Stop facility. Under the recent amendment of Section 14-5-101 of the City's zoning ordinance, in order for Love's to pull the building permit, Love's must own the entire subdivision and enter into a development agreement that meets the requirements outlined in Section 14-5-101. Love's has arranged to own the entire subdivision. As such, the only outstanding requirement for Love's to pull its building permit is to enter into a development agreement that addresses the requirements of Section 14-5-101.

The proposed development agreement meets the requirements of Section 14-5-101. Section 14-5-101 states in pertinent part:

- (i) . . . when building construction is commercial, industrial, or multi-family construction, building permits may be issued prior to the completion of those improvements listed under subsection 2(a) when:
  - (A) the entire project is being developed by a single owner,
  - (B) all water line systems and hydrants necessary for fire suppression have been installed and tested prior to the beginning of combustible construction,
  - (C) appropriate bonds and guarantees are in place to cover said required improvements, and
  - (D) the City Council has approved a development agreement that establishes an acceptable timeline to install and protect said improvements and fully addresses all public safety access requirements.
  
- (ii) The timeline to install and protect public improvements shall prohibit heavy equipment from traveling on or across any street within the subdivision, except under the following circumstances:
  - (A) the heavy equipment is being used to construct the streets and public improvements within the streets,
  - (B) the heavy equipment is only traveling along approved designated routes within the streets,
  - (C) the pavement is installed, or
  - (D) road base is filled to top of lip of gutter with sufficient elevation to accommodate street surface drainage.
  
- (iii) All required improvements of subsection 2(a), (b), and (c) shall be installed prior to the issuance of the certificate of occupancy.

Specifically, Love's meets the above requirements in that it is the single owner of the subdivision and, if approved, will enter into a development agreement that requires Love's (1) not to start any combustible construction until all fire suppression systems are installed and approved; (2) post appropriate bonds, which has been done; and (3) follow a timeline for installing and protecting the public improvements. In addition, Love's may not occupy the Love's Travel Stop facility or any other building until all public improvements are installed and approved by the City.

In addition to the Section 14-5-101 requirements, the proposed development agreement contains the same language as the development agreement that the prior owner of the Love's Subdivision, Love's and the City executed prior to the Subdivision being recorded on May 8, 2013. That language is in line with the City's standard development agreement language and follows the City's laws and Standards and Specifications.

**ALTERNATIVES:**

The Council could decide not to approve the agreement or request revisions to the agreement.

**FISCAL IMPACT:**

None.

Attachments: Proposed Development Agreement

## DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between LOVE'S TRAVEL STOPS & COUNTRY STORES, INC., an Oklahoma corporation (the "Developer"), having a notice address of 10601 N. Pennsylvania, Oklahoma City, Oklahoma 73120, Attn: Kym Van Dyke (with copy at same address to General Counsel and Director of Legal Services), and SPRINGVILLE CITY, a municipality of the State of Utah (the "City"), having a notice address of 110 South Main, Springville, Utah 84663, Attn: Mayor of Springville City.

### RECITALS

- A.** Developer owns the real property described on Exhibit A (the "Property"), a portion of which it intends to develop as a Love's Travel Stop facility, and which Property is generally depicted on the Springville Love's Subdivision Plat, which has previously been approved by the City and is attached hereto as Exhibit B (the "Subdivision Plat");
- B.** Developer desire to construct and install certain facilities, infrastructure and improvements on and about the Property (collectively, the "Public Improvements"), including without limitation, water lines, sewer lines, electric lines, storm drain lines, roads, and other facilities or improvements necessary to service the Property and its intended development (the "Project"), and to ultimately dedicate the Public Improvements to the City;
- C.** Developer is willing to design and develop the Property in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the City's general plan, zoning and development regulations, as more fully set forth below. The Project consists of one phase in the form, design, and plan set forth on the Subdivision Plat;
- D.** The City, acting pursuant to its authority under Utah Code Annotated, §10-9a-101, *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement; and
- E.** The purpose of this Agreement is to memorialize certain agreements and understandings in relation to the foregoing and the installation, construction and operation of the Public Improvements, all under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated as a part of this Agreement by this reference, and the mutual covenants, conditions and terms as more fully set forth below, Developer and the City agree as follows:

### TERMS

THE DEVELOPMENT AGREEMENT DATED FEBRUARY 27, 2013 (RECORDED WITH THE UTAH COUNTY RECORDER ON MAY 8, 2013 AS INSTRUMENT NO. 44812:2013) AND ENTERED INTO BY AND AMONG THE PARTIES AND RICHARDS-CHATTERTON INVESTMENTS, LLC ("RC"), RELATED TO THE PUBLIC IMPROVEMENTS, IS HEREBY SUPERSEDED AND DEEMED NULL AND VOID. THE PARTIES AGREE TO EXECUTE ANY DOCUMENTATION AS MAY BE REASONABLY NECESSARY TO MEMORIALIZE THE SAME OF RECORD.

**1. Plans, Permits and Approvals; Impact Fees.**

A. Plans; Revised Plans. At the request of Developer, CLC Associates (the “Developer’s Engineer”), has prepared detailed construction plans, drawings and specifications (collectively, the “Construction Plans”) for the Public Improvements, which Construction Plans have been approved by the City and are incorporated herein by this reference. The parties acknowledge that since approval of the Subdivision Plat and Construction Plans by the City, the same have been revised per requirements of the Utah Department of Transportation (“UDOT”) to provide a “right in-right out” access to and from Frontage Road. Upon final issuance of such revised Subdivision Plat and Construction Plans, the same shall be incorporated as a part of this Agreement by this reference and deemed the “Subdivision Plat” and “Construction Plans” referred to herein. In any event, Developer shall construct the above-referenced Frontage Road improvements in accordance with UDOT standards, in addition to any other requirements hereunder.

B. Permits and Approvals; Documents. Developer shall diligently pursue and obtain any and all necessary governmental approvals, permits and the like (collectively, the “Approvals”) for performance of the Project and City agrees to cooperate with Developer, as may be necessary, in such efforts. Developer acknowledges that a building permit for the Love’s Travel Stop facility will only be issued by the City after the building plans submitted are approved by the City’s building official and required fees paid. The construction of the Love’s Travel Stop facility and any other buildings that are constructed prior to the completion of all of the Public Improvements shall be done in accordance with Section 2C.

C. Restrictions on Certificates of Occupancy. No temporary or permanent Certificate of Occupancy shall be issued by the City for any building within the Love’s Subdivision unless all Public Improvements are installed in accordance with the City Code, the Construction Plans, the City’s Standards and Specifications, and all other applicable laws and requirements.

D. Impact Fees. Upon receipt of the Approvals, Developer agrees to pay any “Impact Fees” in accordance with then applicable City requirements, either by direct payment or by receiving a credit equal to amounts reimbursable to Developer under Section 5 (Reimbursable Costs) below.

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

**2. Manner of Performance.**

A. Compliance with Plans and Laws; Exception for Street Trees. Developer shall pursue the Project to completion (the “Work”) (a) with due diligence, (b) in a good and workmanlike manner, (c) in conformance with the Construction Plans, and (d) in compliance with all applicable laws, statutes, ordinances, resolutions, the Springville Municipal Code (the “City Code”), rules, regulations, and official policies of the City governing the use, density and intensity of the uses of land within the City, and the design, improvement, and public works construction standards and specifications applicable to the development of land within the City. In relation to landscaping under the Construction Plans, if it is determined by the City’s arborist (or other qualified professional) that installing the trees required along the streets bordering the Property (the “Street Trees”) is inadvisable due to weather conditions, Developer shall pay to the City an amount equal to \$315.00 per Street Tree, as reflected in the Construction Plan’s landscape plan. In such event, (I) the City shall be responsible for purchasing, installing and maintaining (for a period of two (2) years from installation) all such

Street Trees, and (b) the Landscaping Security shall be reduced by an amount equal to the cost of the Street Trees plus the estimated cost of two (2) years' of maintenance, in relation thereto.

B. Materials and Labor. Developer will furnish all materials, supplies, tools, equipment, labor, and other services necessary for construction and completion of the Project as described herein, excluding primary power infrastructure, which is to be provided by the City.

C. Construction of Buildings. The Developer shall construct the Love's Travel Stop facility and any other buildings pursuant to issued building permits and Section 14-5-101 of the City Code. In compliance with Section 14-5-101 of the City Code, the Developer shall do the following:

- a. maintain single ownership of the Love's Subdivision;
- b. at all times maintain appropriate fire and emergency access, as approved by the City;
- c. install all water line systems and hydrants necessary for fire suppression prior to any "vertical" or combustible building construction; and
- d. follow the timeline to install and protect the Public Improvements that is attached as Exhibit "F." The attached timeline, ensures that all heavy equipment will not travel on or across any street within the Project, except when:
  - i. the heavy equipment is being used to construct the Public Improvements,
  - ii. the heavy equipment is only traveling along approved designated routes within the streets, as approved by the City,
  - iii. the pavement is installed, or
  - iv. road base is filled to top of lip of gutter with sufficient elevation to accommodate street surface drainage.

In the event that the Developer does not meet the above conditions, the parties agree and acknowledge that all construction pursuant to any issued building permit within the subdivision shall be "red-tagged" and suspended until the Developer comes into compliance with all of the listed conditions. Notwithstanding anything contained herein to the contrary, in the event of a conflict between the requirements of Section 14-5-101 of the City Code and the requirements of this Section 2C, the requirements of Section 14-5-101 shall control.

D. 225 South Street Dedication. The entirety of 225 South Street shall be dedicated to the City in conjunction with the Subdivision Plat recordation with the Utah County Recorder's Office.

E. Security: Bond, LOC and Retainage. Prior to commencement of the Work, and in order to secure its performance hereunder, Developer will furnish to City (i) a performance bond or irrevocable letter of credit (the "Performance Security") in the amount of \$1,969,799.00, being one hundred twenty five percent (125%) of the estimated cost of completion of the Work (as reflected on Exhibit C); and (ii) a performance bond or irrevocable letter of credit (the "Landscaping Security") in regard to the landscaping to be completed for the Project, in the amount of \$185,081.60, being one hundred ten percent (110%) of the estimated cost of completion of the landscaping component of the Work (per a bid provided by B & V Landscape Inc. totaling \$168,256.00). A retainage of not less than ten percent (10%) of the Performance Security and Landscaping

Security shall be held by Developer to repair or otherwise correct any material or workmanship defects in the Public Improvements for a period of one (1) year following acceptance thereof by the City.

F. Timing of Project Work. From the date the Subdivision Plat is recorded with the Utah County Recorder's Office, Developer shall have one (1) year to complete the Public Improvements. In the event that Developer is unable to complete the Public Improvements within one (1) year, Developer may, prior to the expiration of the initial one (1) year period, request an extension of time up to one (1) additional year to install the Public Improvements in accordance with Section 14-5-101 of the City Code. If the Public Improvements are not timely completed, a public hearing will be scheduled by the City to address such delay, in which event, upon reasonable showing and determination that Developer has failed to comply with the terms of this Agreement, the City may use the Performance Security to complete the Work.

G. Insurance. Developer agrees to obtain and maintain general public liability insurance and property damage insurance with the City named as an additional insured, at the rate of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) aggregate during construction of the Project.

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

### **3. Off-site Work and Additional Fees and Costs.**

A. Line Extension. The parties understand that certain off-site improvements to extend the City utilities infrastructure may be needed in order for Developer to commence Work and/or complete the Project and that Developer desires to commence the Project prior to the time City would otherwise install these improvements. Therefore, Developer agrees to install any such off-site improvements to extend City utilities to the Property, at Developer's sole cost. Developer will dedicate these utility improvements to the City (in relation to the Project) after substantial completion of the same in accordance with pertinent plans and City inspection and approval. The City agrees to accept such dedication upon substantial completion of such utility improvements, as contemplated above.

B. North 2200 West Improvements. At the time that any portion of Lot 2 is developed, the developer developing Lot 2 shall be required to extend 2200 West Street and install all public improvements required by the City Code from where 2200 West currently ends to the northern property boundary of Lot 2.

C. Electrical Extension Fees. Developer agrees to pay an electrical extension fee in the amount of seventy-six thousand two-hundred eighty-four and 22/100 dollars (\$76,284.22), as calculated by the City's engineer and reflected on Exhibit E attached hereto.

D. Recording Fees. Developer agrees to pay recording fees of \$256.00 for recordation of the Subdivision Plat in the public land records. It is anticipated that additional recording fees in relation to the Project, which will be the responsibility of Developer, will be thirty dollars (\$30.00) per Vellum and an additional One Dollar (\$1.00) per lot within the Project.

E. Copies. Standard (8.5" x 11" or 11" x 14") photocopies made by the City at the request of Developer shall be charged to the Developer at twenty cents (\$0.20) per sheet. In addition, the City requires one large (24"x36") and one small (11"x17") copy of the recorded Subdivision Plat, to be charged at the rate of four dollars (\$4.00) for large copies and two dollars (\$2.00) for small copies. Developer may request additional copies of the Subdivision Plat, at these rates, for Developer's own use.

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

5. **Reimbursable Costs.**

A. Upsized Public Improvements.

(i) Storm Drain Pipeline. The City is requiring the installation of a forty-eight inch (48") storm drain pipeline for a distance of approximately 1,325 feet along the north side of 400 South, while only eighteen inches (18") inches of the storm drain pipeline will service the Property. Therefore, in accordance with the cost estimate of the City's engineer set forth on Exhibit D, the parties agree that the cost of upsizing the storm drain pipeline, as contemplated above, and the amount reimbursable by the City to Developer is seventy-nine thousand five hundred dollars (\$79,500.00).

(ii) Pressurized Irrigation Pipe. The City is requiring the installation of a thirty inch (30") pressurized irrigation pipe, with a thirty inch (30") cap on each end of the pipe, for a distance of approximately 350 feet along the north side of 400 South, while only eight (8) inches of the pressurized irrigation pipeline will service the Property. Therefore, in accordance with the cost estimate of the City's engineer set forth on Exhibit D, the parties agree that the cost of upsizing the pressurized irrigation pipe, as contemplated above, is thirty-six thousand fifty dollars (\$36,050.00).

(iii) Manner of Reimbursement. Developer shall be reimbursed for the storm drain pipeline upsizing cost (as set forth in Section 5(A)(i) above) through a credit towards the storm drain impact fees (addressed generally in Section 1(C) above), which impact fees are expected to exceed the cost of the storm drain upsizing. In the event such impact fees do not exceed the reimbursable amount herein, the remaining balance shall be paid by the City to Developer within thirty (30) days after the City's final acceptance of the Public Improvements. Developer shall be reimbursed for the pressurized irrigation pipe upsizing cost (as set forth in Section 5(A)(ii) above) through a credit towards the pressurized irrigation impact fees (addressed generally in Section 1(C) above), with the remaining balance to be paid by the City to the Developer within thirty (30) days after the City's final acceptance of the Public Improvements.

(iv) Delay in Performance; No Reimbursement. If Developer fails to complete the upsizing of the storm drain pipeline and pressurized irrigation pipe in accordance with the timing contemplated in Section 2(D) above (through no responsibility or fault of the City), and fails to request an extension of this Agreement prior to such failure, the City shall be relieved of its obligation to make the relevant reimbursement contemplated in this Section 5.

6. Water Shares. In conjunction with but prior to recordation of the Subdivision Plat, Developer will or will cause Richards-Chatterton Investments, LLC to tender to the City one (1) share of Springville Irrigation Company first class water right, or its equivalent, for each acre of the Property in the Project or 13.1 water shares.

7. Notices. Any notice which is required or which may be given pursuant to this Agreement is sufficient if in writing and given by hand-delivery or sent to a party by (i) certified or registered mail, postage prepaid, or (ii) nationally recognized overnight carrier (e.g. FEDEX), addressed as first set forth above. A party may change the address for notice to it by giving a notice pursuant to this Section 7.

8. Indemnity. Developer agrees to indemnify and hold City harmless from and against any all claims, demands, actions or liability whatsoever, including reasonable attorney fees, to the extent resulting from (i) any negligent or defective construction of any part of the Public Improvements during construction thereof, and from completion of such construction until that date which is one (1) year after the acceptance of the Public Improvements by the City, as contemplated in Section 4 above; and (ii) liens or claims on the Public Improvements by any persons providing materials and/or services related to such Public Improvements on behalf of or at the request of Developer.

9. Authority and Authorization. Developer hereby represents and warrants to the City that the execution and delivery of this Agreement by Developer and the performance of the terms hereof by Developer, have been duly authorized through property entity action and, upon full execution hereof, this Agreement will be binding on and enforceable against Developer. The City hereby represents and warrants to Developer that the execution and delivery of this Agreement on the part of the City by its Mayor and the performance of the terms hereof by the City, have been duly authorized by the governing body of the City and, upon full execution hereof, this Agreement will be binding on and enforceable against the City.

10. Future Action. Nothing in the Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement; provided, however, that subject to Developer's performance of its obligations hereunder, Developer shall have the vested right to develop the Project and no such future exercise of the police power will disparately impact Developer in relation to the general public and/or other developers of commercial property in the City or materially alter the terms of this Agreement to the detriment of Developer.

11. Miscellaneous. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which shall not be unreasonably withheld. This Agreement (including the Exhibits) contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event either party hereto commences legal action against the other to enforce its rights hereunder, the prevailing party in such legal

action shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action. Should any part of this Agreement be declared invalid or unenforceable, the remaining part of the Agreement shall remain valid and enforceable. This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.

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

**CITY:**

**SPRINGVILLE CITY**

By: \_\_\_\_\_  
Wilford Clyde, Mayor

Attest:

\_\_\_\_\_  
CITY RECORDER

**DEVELOPER:**

**LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBITS TO BE ATTACHED**

- Exhibit A: Legal Description of Property
- Exhibit B: Subdivision Plat
- Exhibit C: Cost Estimate for Project
- Exhibit D: Reimbursable Improvements
- Exhibit E: Electrical Extension Fee
- Exhibit F: Timeline for Improvement Installation

Legal Description of Property

ALL THAT PORTION OF LAND, IN THE CITY OF SPRINGVILLE, UTAH COUNTY, UTAH, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, ACCORDING TO THE SURVEY MADE BY CLC ASSOCIATES, INC., FILED IN THE COUNTY SURVEYOR'S OFFICE AS RECORD OF SURVEY NO. \_\_\_\_\_, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF 400 SOUTH STREET, SAID POINT BEING N00°46'31"W ALONG THE QUARTER SECTION LINE 834.50 FEET, TO THE CENTERLINE OF 400 SOUTH, AND N89°29'52"W ALONG SAID CENTERLINE 1869.29 FEET, AND N00°30'08"E 17.00 FEET, FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31; THENCE N00°20'00"E ALONG A LINE MEASURED 64.00 FEET PERPENDICULAR WEST OF THE EAST LINE OF THE LAND OWNED BY THE SOUTH UTAH VALLEY SOLID WASTE DISTRICT, AS CONVEYED IN THAT CERTAIN WARRANTY DEED, RECORDED AS ENTRY NO. 1995:2001, OFFICIAL RECORDS, A DISTANCE OF 712.52 FEET, TO THE SOUTH LINE OF THAT LAND CONVEYED TO THE SOUTH UTAH VALLEY SOLID WASTE DISTRICT IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 28133, IN BOOK 2629, AT PAGE 359, OFFICIAL RECORDS; THENCE S89°41'00"E ALONG SAID LINE 64.00 FEET, TO THE EAST LINE OF SAID LAND; THENCE N00°20'00"E ALONG SAID LINE AND THE PROLONGATION OF SAID LINE 614.73 FEET, TO THE SOUTH LINE OF THAT LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 26542, IN BOOK 2009, AT PAGE 278, OFFICIAL RECORDS, SAID POINT BEING MARKED BY A FOUND REBAR AND CAP INSCRIBED "ALM SURVEYING"; THENCE S88°45'00"E ALONG SAID LINE 661.49 FEET, TO THE EAST LINE OF THE LAND CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 52407, IN BOOK 5074, AT PAGE 761, OFFICIAL RECORDS, WHICH FOLLOWS A FENCE LINE RUNNING TO THE SOUTH, SAID LINE BEING MARKED WITH A FOUND REBAR AND CAP INSCRIBED "RLS 145812", OFFSET TO THE NORTH 1.47 FEET FROM THE CORNER; THENCE S01°08'30"W ALONG SAID LINE 338.13 FEET, SAID POINT BEING MARKED WITH A REBAR AND CAP INSCRIBED "LEI ENGINEERING"; FOUND TO BE 0.12 FEET NORTH AND 0.29 FEET WEST OF THE CORNER; THENCE S00°21'00"W ALONG SAID LINE 305.97 FEET; THENCE S16°29'00"E ALONG SAID LINE 9.04 FEET, TO THE NORTH LINE OF THAT LAND CONVEYED TO JANET W. MCKELL, BY THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 100665, IN BOOK 4488, AT PAGE 635, AND THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY NO. 100666, IN BOOK 4488, AT PAGE 638, SAID LINE BEING ESTABLISHED BY THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED AS ENTRY NO. 100664, IN BOOK 4488, AT PAGE 631, OFFICIAL RECORDS, SAID POINT BEING MARKED WITH A FOUND REBAR AND CAP INSCRIBED "PLS 166408", FOUND TO BE 0.37 FEET WEST OF THE CORNER; THENCE N88°45'00"W ALONG SAID LINE 329.22 FEET, TO THE WEST LINE OF SAID LAND; THENCE S00°20'00"W ALONG SAID LINE 605.42 FEET, TO THE NORTH LINE OF 400 SOUTH STREET, ACCORDING TO THE WARRANTY DEED RECORDED AS ENTRY # 36567:2012; THENCE ALONG SAID LINE THE FOLLOWING FOUR (4) COURSES: 1) S89°45'50"W 96.07 FEET, 2) S00°14'10"E 55.21 FEET, 3) S83°54'30"W 74.30 FEET, AND 4) N89°29'52"W 224.84 FEET, TO THE POINT OF BEGINNING.

CONTAINS 15.86 ACRES, MORE OR LESS.

PLUS:

Legal Description of Property

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## SNELSON ROAD DEDICATION

ALL THAT PORTION OF THE REMAINDER PARCEL, IN THE CITY OF SPRINGVILLE, UTAH COUNTY, UTAH, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, OWNED BY KEITH P. SNELSON AND CELIA E. SNELSON TRUSTEES OF THE SNELSON FAMILY TRUST, ACCORDING TO THE SURVEY MADE BY CLC ASSOCIATES, INC., FILED IN THE COUNTY SURVEYOR'S OFFICE AS RECORD OF SURVEY NO. \_\_\_\_\_, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID REMAINDER PARCEL, SAID POINT BEING S89°37'53"E 359.72 FEET FROM A FOUND REBAR AND CAP INSCRIBED "LEI ENGINEERING", SAID REBAR AND CAP BEING HELD FOR LINE OF THE NORTH LINE OF SAID PARCEL, SAID POINT BEING N00°16'31"W ALONG THE QUARTER SECTION LINE 834.50 FEET, TO THE CENTERLINE OF 400 SOUTH, AND N89°29'52"W ALONG SAID CENTERLINE 1151.30 FEET, AND N00°30'09"E 983.86 FEET, TO SAID NORTH LINE, AND S89°37'53"E ALONG SAID LINE 361.94 FEET, FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31; THENCE S89°37'53"E 211.48 FEET, ALONG SAID NORTH LINE, TO A NON TANGENT CURVE CONCAVE TO THE NORTHWEST, ON THE WEST LINE OF THE UDOT RIGHT OF WAY, WITH A RADIUS OF 1115.91 FEET, AND A RADIAL BEARING OF S69°15'53"E; THENCE SOUTHWESTERLY ALONG SAID CURVE 58.61 FEET THROUGH A CENTRAL ANGLE OF 3°00'33", TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 28.00 FEET, AND A RADIAL BEARING OF N72°07'37"E; THENCE NORTHWESTERLY 26.80 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 54°50'44"; THENCE N72°43'07"W 71.67 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 349.50 FEET; THENCE WESTERLY 103.18 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°54'53", TO THE POINT OF BEGINNING.

CONTAINS 0.08 ACRES, MORE OR LESS.

PLUS:

## 64 FOOT WIDE PARCEL SWAP

ALL THAT PORTION OF THE PARCEL, IN THE CITY OF SPRINGVILLE, UTAH COUNTY, UTAH, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, OWNED BY THE SOUTH UTAH VALLEY SOLID WASTE DISTRICT, AS CONVEYED IN THAT CERTAIN WARRANTY DEED, RECORDED AS ENTRY NO.: 1995:2001, OFFICIAL RECORDS, ACCORDING TO THE SURVEY MADE BY CLC ASSOCIATES, INC., FILED IN THE COUNTY SURVEYOR'S OFFICE AS RECORD OF SURVEY NO. \_\_\_\_\_, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF 400 SOUTH STREET, SAID POINT BEING N00°16'31"W ALONG THE QUARTER SECTION LINE 834.50 FEET, TO THE CENTERLINE OF 400 SOUTH, AND N89°29'52"W ALONG SAID CENTERLINE 1805.32 FEET, AND N00°30'08"E 17.00 FEET, FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31; THENCE N89°29'52"W ALONG THE NORTH LINE OF SAID STREET 64.00 FEET, TO A LINE MEASURED 64.00 FEET PERPENDICULAR WEST OF THE EAST LINE OF THE LAND OWNED BY THE SOUTH UTAH VALLEY SOLID WASTE DISTRICT, AS CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 1995:2001, OFFICIAL RECORDS; THENCE N00°25'30"E ALONG SAID LINE 712.52 FEET, TO THE SOUTH LINE OF THAT LAND CONVEYED TO THE SOUTH UTAH VALLEY SOLID WASTE DISTRICT IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 28133, IN BOOK 2629, AT PAGE 359, OFFICIAL RECORDS; THENCE S89°41'00"E ALONG SAID LINE 64.00 FEET, TO THE EAST LINE OF THE LAND CONVEYED IN THAT ABOVE REFERENCED WARRANTY DEED RECORDED AS ENTRY NO. 1995:2001, OFFICIAL RECORDS; THENCE S00°20'00"W ALONG SAID LINE 712.73 FEET, TO THE POINT OF BEGINNING.

CONTAINS 1.05 ACRES, MORE OR LESS.

PLUS:

Legal Description of Property

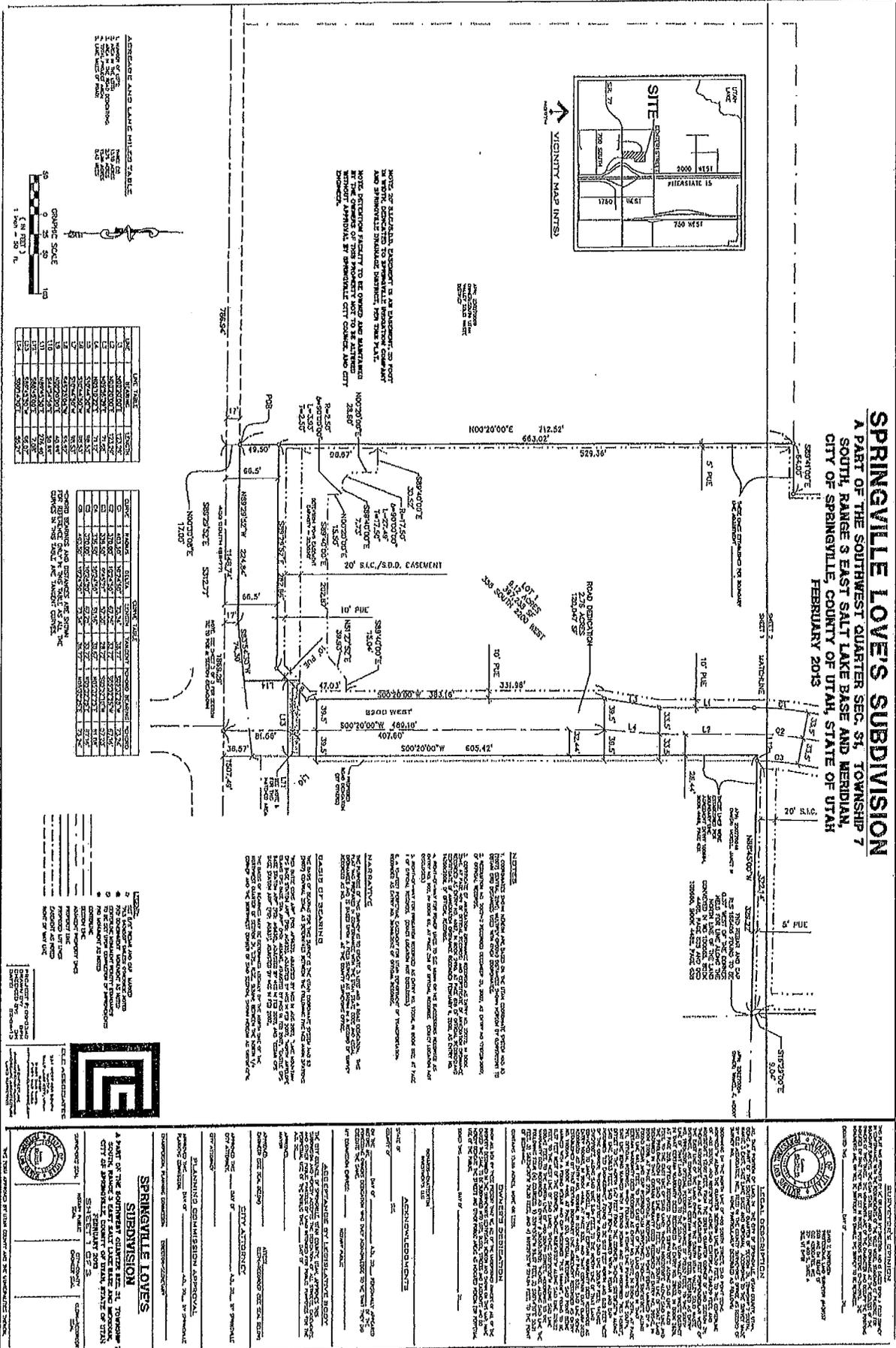
## DEHAAS ROAD DEDICATION

ALL THAT PORTION OF THE PARCEL, IN THE CITY OF SPRINGVILLE, UTAH COUNTY, UTAH, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, OWNED BY JOHN G. DEHAAS FAMILY L.C., AS CONVEYED IN THAT CERTAIN WARRANTY DEED, RECORDED AS ENTRY NO.: 99208:2006, OFFICIAL RECORDS, ACCORDING TO THE SURVEY MADE BY CLC ASSOCIATES, INC., FILED IN THE COUNTY SURVEYOR'S OFFICE AS RECORD OF SURVEY NO. \_\_\_\_\_, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT BEING N89°37'53"W 2.22 FEET FROM A FOUND REBAR AND CAP INSCRIBED "LEI ENGINEERING", SAID REBAR AND CAP BEING HELD FOR LINE OF THE SOUTH LINE OF SAID PARCEL, SAID POINT BEING N00°16'31"W ALONG THE QUARTER SECTION LINE 834.50 FEET, TO THE CENTERLINE OF 400 SOUTH, AND N89°29'52"W ALONG SAID CENTERLINE 1151.30 FEET, AND N00°30'09"E 983.86 FEET, FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31; THENCE ALONG THE WEST LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES: 1) N00°21'00"E 13.84 FEET, AND 2) N01°06'30"E 40.16 FEET; THENCE S89°37'53"E 361.43 FEET, TO THE BEGINNING OF A TANGENT CURVE BEING CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 403.50 FEET; THENCE EASTERLY ALONG SAID CURVE 119.11 FEET THROUGH A CENTRAL ANGLE OF 16°54'46"; THENCE S72°43'07"E 80.33 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY 26.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°19'01", TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE WEST, ON THE WEST LINE OF THE UDOT RIGHT OF WAY, WITH A RADIUS OF 1115.91 FEET, AND A RADIAL BEARING OF S69°18'18"E; THENCE SOUTHERLY ALONG SAID CURVE 20.26 FEET THROUGH A CENTRAL ANGLE OF 1°02'25", TO THE SOUTH LINE OF SAID PARCEL; THENCE N89°37'53"W ALONG SAID SOUTH LINE 573.42 FEET, TO THE POINT OF BEGINNING.

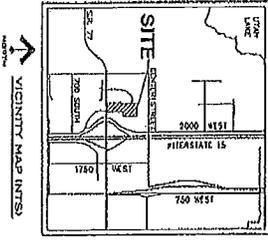
CONTAINS 0.63, ACRES MORE OR LESS.

Subdivision Plat



SPRINGVILLE LOVENS SUBDIVISION

A PART OF THE SOUTHWEST QUARTER SEC. 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST SALT LAKE BASE AND MERIDIAN, CITY OF SPRINGVILLE, COUNTY OF UTAH, STATE OF UTAH FEBRUARY 2013



GENERAL LAND PLATS TABLE with columns for SEC, TOWNSHIP, RANGE, and PLAT.

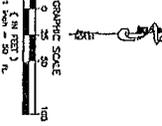


Table with columns for SEC, TOWNSHIP, RANGE, and PLAT.

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NOTICE OF SUBDIVISION

NARRATIVE

DEED OF RESERVATION

LOCAL JURISDICTION

DIVISIONS

PLAT

SUBDIVISION

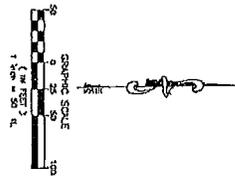
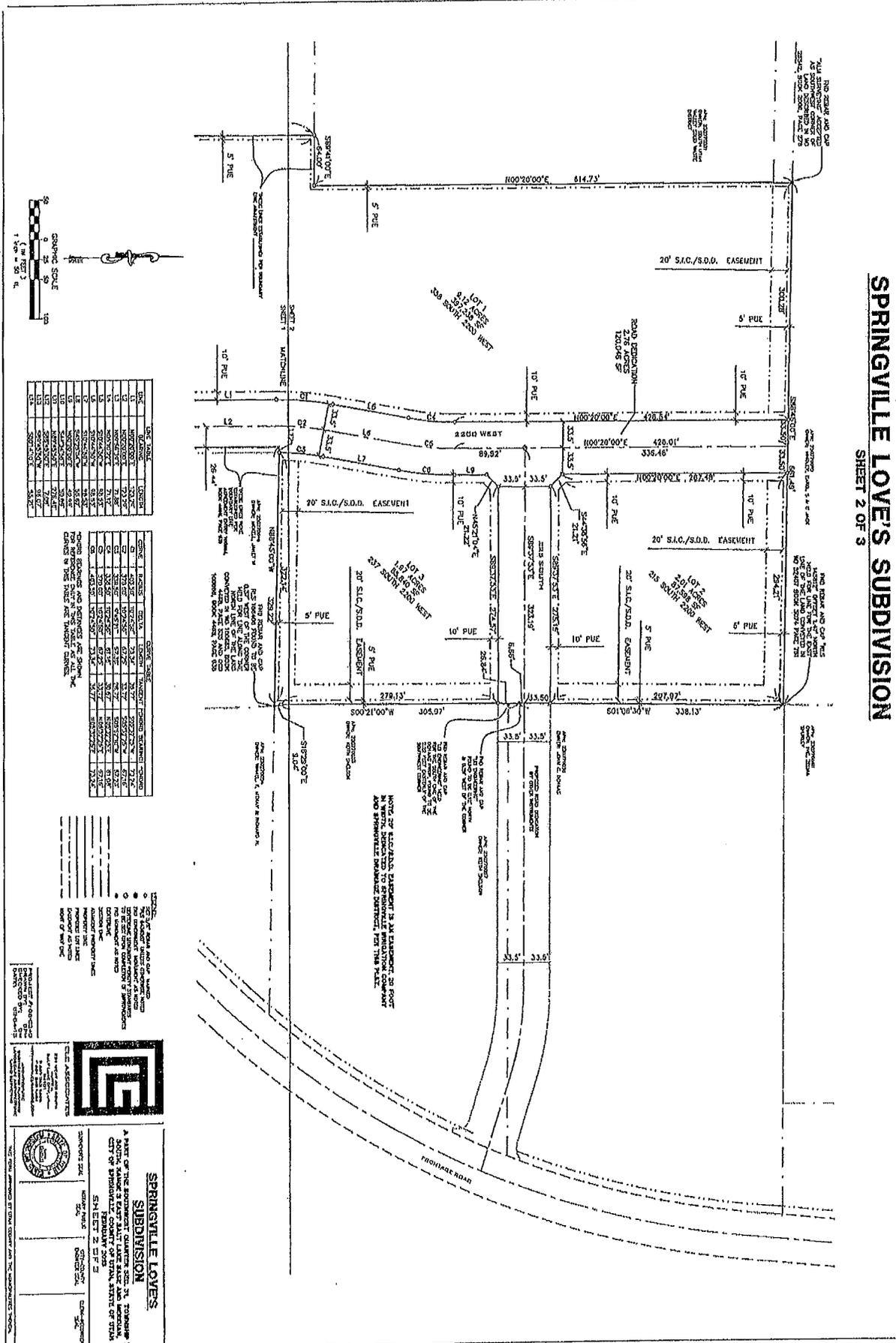
CITY OF SPRINGVILLE

COUNTY OF UTAH

STATE OF UTAH

Subdivision Plat

SPRINGVILLE LOVES SUBDIVISION  
SHEET 2 OF 3



LOT	AREA (SQ. FT.)	AREA (ACRES)
1	10,000.00	.229561
2	10,000.00	.229561
3	10,000.00	.229561
4	10,000.00	.229561
5	10,000.00	.229561
6	10,000.00	.229561
7	10,000.00	.229561
8	10,000.00	.229561
9	10,000.00	.229561
10	10,000.00	.229561
11	10,000.00	.229561
12	10,000.00	.229561
13	10,000.00	.229561
14	10,000.00	.229561
15	10,000.00	.229561

LOT	AREA (SQ. FT.)	AREA (ACRES)
16	10,000.00	.229561
17	10,000.00	.229561
18	10,000.00	.229561
19	10,000.00	.229561
20	10,000.00	.229561
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93	10,000.00	.229561
94	10,000.00	.229561
95	10,000.00	.229561
96	10,000.00	.229561
97	10,000.00	.229561
98	10,000.00	.229561
99	10,000.00	.229561
100	10,000.00	.229561

NOTE: FOR LEGAL STATEMENT IS AN EXHIBIT TO BE FILED IN THE PUBLIC RECORDS OF THE COUNTY OF ST. LOUIS, MISSOURI, AND SPRINGVILLE INDEPENDENT DISTRICT, FOR THIS PLAT.

**SPRINGVILLE LOVES SUBDIVISION**

A PART OF THE SPRINGVILLE LOVES SUBDIVISION, CITY OF SPRINGVILLE, COUNTY OF ST. LOUIS, MISSOURI, SHEET 2 OF 3

DATE: 12/12/13

BY: [Signature]

FOR: [Signature]

RECORDING OFFICE: [Signature]

NOTARY PUBLIC: [Signature]



Cost Estimate for Project

Subdivision Name	Loves Travel Stores	Owner	Date	1/30/2013
Bond ( ) Cash ( ) Letter		Name of Bank	Attn:	
Date of DRC Approval		Address of Bank		

Sewer

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
8 Inch Sewer Main	1965	lf	\$ 60.00	\$ 117,900.00		\$ -		\$ -
4' Sewer Manhole	9	ea	\$ 3,000.00	\$ 27,000.00		\$ -		\$ -
8 Inch Sewer Service	282	lf	\$ 30.00	\$ 8,460.00		\$ -		\$ -
Alr Test	1965	lf	\$ 0.62	\$ 1,611.30		\$ -		\$ -
Deflection Test	1965	lf	\$ 0.82	\$ 1,611.30		\$ -		\$ -
Jet Cleaning	1965	lf	\$ 0.38	\$ 746.70		\$ -		\$ -
Televsling	1965	lf	\$ 0.55	\$ 1,080.75		\$ -		\$ -
Manhole Vacuum Test	9	ea	\$ 69.00	\$ 631.00		\$ -		\$ -
Concrete MH Collars	9	ea	\$ 350.00	\$ 3,150.00		\$ -		\$ -
<b>Total Sewer</b>				<b>\$ 162,091.85</b>		<b>\$ -</b>		<b>\$ -</b>

Water

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
6 Inch Water Main	200	lf	\$ 35.00	\$ 7,000.00		\$ -		\$ -
8 Inch Water Main	180	lf	\$ 40.00	\$ 7,200.00		\$ -		\$ -
10 Inch Water Main	1563	lf	\$ 45.00	\$ 69,885.00		\$ -		\$ -
8 Inch Water Valves	5	ea	\$ 1,300.00	\$ 6,500.00		\$ -		\$ -
10 Inch Water Valves	4	ea	\$ 1,600.00	\$ 6,400.00		\$ -		\$ -
Cncrt Valve Box Collars	13	ea	\$ 300.00	\$ 3,900.00		\$ -		\$ -
1 Inch Water Service	0	ea	\$ 1,035.00	\$ -		\$ -		\$ -
2 Inch Water Service	3	ea	\$ 1,200.00	\$ 3,600.00		\$ -		\$ -
2 Inch Water Blowoff	2	ea	\$ 1,150.00	\$ 2,300.00		\$ -		\$ -
Fire Hydrants Assembly (complete, includes valve)	4	ea	\$ 3,800.00	\$ 15,200.00		\$ -		\$ -
Relocate Exist Fire Hydrant	1	ea	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -
Tracer Wire	1933	lf	\$ 0.45	\$ 869.85		\$ -		\$ -
High Chlorine Test	3	ea	\$ 30.00	\$ 90.00		\$ -		\$ -
Pressure Test	1	so	\$ 100.00	\$ 100.00		\$ -		\$ -
Bacteria Test	3	ea	\$ 100.00	\$ 300.00		\$ -		\$ -
<b>Total Water</b>				<b>\$ 124,344.85</b>		<b>\$ -</b>		<b>\$ -</b>

Pressurized Irrigation

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
6 Inch Main	1577	lf	\$ 35.00	\$ 55,195.00		\$ -		\$ -
30 Inch Main	350	lf	\$ 125.00	\$ 43,750.00		\$ -		\$ -
6 Inch Water Valves	4	ea	\$ 1,000.00	\$ 4,000.00		\$ -		\$ -
30 Inch Butterfly Valve	1	ea	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -
Cncrt Valve Box Collars	5	ea	\$ 300.00	\$ 1,500.00		\$ -		\$ -
2 Inch Irrigation Blowoff	1	ea	\$ 1,055.98	\$ 1,055.98		\$ -		\$ -
1 Inch Service	2	ea	\$ 1,035.00	\$ 2,070.00		\$ -		\$ -
1.6 Inch Double Lateral	3	ea	\$ 1,200.00	\$ 3,600.00		\$ -		\$ -
Tracer Wire	1927	lf	\$ 0.45	\$ 872.93		\$ -		\$ -
Pressure Test	1	so	\$ 100.00	\$ 100.00		\$ -		\$ -
<b>Total PI</b>				<b>\$ 122,153.91</b>		<b>\$ -</b>		<b>\$ -</b>

Storm Drain

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
16 Inch Drain (HDPE)	1085	lf	\$ 55.00	\$ 59,675.00		\$ -		\$ -
18 Inch Drain (RCP)	185	lf	\$ 70.00	\$ 12,950.00		\$ -		\$ -
24 Inch Drain (RCP)	885	lf	\$ 80.00	\$ 70,800.00		\$ -		\$ -
48 Inch Drain (RCP)	1325	lf	\$ 130.00	\$ 172,250.00		\$ -		\$ -
60" Storm Drain Manhole	10	ea	\$ 3,200.00	\$ 32,000.00		\$ -		\$ -
72" Storm Drain Manhole	5	ea	\$ 4,800.00	\$ 24,000.00		\$ -		\$ -
48" Sump	11	ea	\$ 2,200.00	\$ 24,200.00		\$ -		\$ -
Storm Inlet Box (2x3x4)	14	ea	\$ 1,850.00	\$ 25,900.00		\$ -		\$ -
Pre-Treatment Storm Inlet Box	1	ea	\$ 4,200.00	\$ 4,200.00		\$ -		\$ -
Televsling	2155	lf	\$ 0.55	\$ 1,185.25		\$ -		\$ -
<b>Total Storm</b>				<b>\$ 427,160.25</b>		<b>\$ -</b>		<b>\$ -</b>

**Cost Estimate for Project**

**Streets**

Improvement	Quantity	Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
Clear & Grub	5,077	qu/yc \$ 1.25	\$ 6,345.83		\$ -		\$ -
8" Asphalt	79,705	sf \$ 3.60	\$ 287,298.67		\$ -		\$ -
Street - 8" Road Base	79,705	sf \$ 1.00	\$ 79,705.00		\$ -		\$ -
16" Imported Fill	79,705	sf \$ 2.08	\$ 164,391.66		\$ -		\$ -
30" Curb & Gutter (Includes road base)	3,970	lf \$ 22.00	\$ 87,340.00		\$ -		\$ -
5' Cross Gutter (Includes road base)	600	sf \$ 8.00	\$ 4,800.00		\$ -		\$ -
5' Sidewalk (Includes road base)	14,635	sf \$ 6.00	\$ 87,210.00		\$ -		\$ -
Pedestrian ADA Ramp	11	ea \$ 1,500.00	\$ 16,500.00		\$ -		\$ -
1" Overlay	0	sf \$ 0.65	\$ -		\$ -		\$ -
Survey Monuments	3	ea \$ 600.00	\$ 1,800.00		\$ -		\$ -
<b>Total Streets</b>			<b>\$ 735,089.07</b>		<b>\$ -</b>		<b>\$ -</b>

**Electric, Landscaping & Misc.**

Improvement	Quantity	Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
SWPPP/Erosion Control	1	ls \$ 5,000.00	\$ 5,000.00		\$ -		\$ -
Detention Pond		cy \$ 14.00	\$ -		\$ -		\$ -
<b>Total Other</b>			<b>\$ 5,000.00</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Totals</b>			<b>\$ 1,575,839.13</b>		<b>\$ -</b>		<b>\$ -</b>

Percent Complete						0%
Percent Release						0%
Total Release						\$ -
1st Release						
2nd Release						
3rd Release						
4th Release						
15% Contingency			\$ 236,375.87			\$ -
10% Warranty			\$ 157,583.91			\$ -
<b>Totals</b>			<b>\$ 1,969,798.91</b>			<b>\$ -</b>
Less Prior Draws						\$0.00
Amount Due This Draw						\$ -
<b>Remaining Balance</b>						<b>\$ 1,969,798.91</b>

Street Signs	Each	Total
9	\$ 200.00	\$ 1,800.00
Inspection Fees		\$ 2,685.00
As-Built Fee		\$ 2,000.00

Signatures:

Bradley D. Stapley -PW Admin

Jeffrey L. Anderson - City Engineer

Paul Curtis - PW Inspector

Date:

Developer

Reimbursable Improvements

Project: Loves Travel Stops & Country Stores  
 Developer: Love's  
 Date: 3/23/2010  
 Prepared By: Jeff Anderson, City Engineer  
 Revised: 1/28/2013

Utility	Line Size per Plans	Minimum Line Size	Zone	Length (ft)	Material	Unit Cost	Min Size Unit Cost	Upsize Cost
Storm Water	48" RCP	18" RCP	Commercial	350	Concrete	\$ 130.00	\$ 70.00	\$ 79,500
*Secondary Water	30"	8"	Commercial		C-905	\$ 125.00	\$ 22.00	\$ 36,050
Total								\$ 115,550

REVISED BY CLC PER EXHIBIT C UNIT PRICES

Exhibit E

Electrical Extension Fee

PROJECT FEE ESTIMATE		DATE:	11/26/2012
PROJECT NAME:		LOVES TRUCK STOP	
<b>DISTRIBUTION MATERIAL COSTS:</b>			
MATERIAL	QUANTITY	COST	EXTENDED
750 KVA PADMOUNT TRANSFORMER	1	\$13,325.00	\$13,325.00
25 KVA PADMOUNT TRANSFORMER	1	\$1,000.00	\$1,000.00
TRANSFORMER GROUND SLEEVE	1	\$207.00	\$207.00
TRANSFORMER TANK GROUND	12	\$2.78	\$33.36
TRANSFORMER BUS BAR	3	\$34.00	\$102.00
4/0 PRIMARY WIRE - KERITE	7905	\$2.50	\$19,702.50
#2 SECONDARY WIRE	2370	\$0.66	\$1,540.50
PRIMARY SECTIONALIZER (PJ BOX)	6	\$600.00	\$3,600.00
SECTIONALIZER GROUND SLEEVE	6	\$305.00	\$1,830.00
4 PORT JUNCTION	16	\$115.00	\$2,070.00
SECONDARY JUNCTION BOX	6	\$95.00	\$570.00
4/0 ELBOW TERMINATION	35	\$28.50	\$997.50
INSULATED PROTECTIVE CAP (200 amp)	31	\$28.25	\$875.75
SECONDARY STREET LIGHT BOX	6	\$95.00	\$570.00
COMPLETE STREET LIGHT (80 PACK LED)	6	\$1,020.00	\$6,120.00
8 KV ELBOW ARRESTER	6	\$60.00	\$360.00
GROUND ROD W/ CLAMP	6	\$13.00	\$78.00
#2 COPPER GROUND WIRE	80	\$1.10	\$88.00
20 H SPLIT BOLT	21	\$4.88	\$102.48
POLYWATER LUBE PULL	4	\$21.00	\$84.00
3M BLACK ELECTRICAL TAPE	15	\$3.00	\$45.00
PHASE COLORED ELECTRICAL TAPE	3	\$3.00	\$9.00
3 WAY SQUID CONNECTORS	18	\$9.40	\$169.20
#10 THHN	500	\$0.18	\$90.00
MISC. PARTS & SUPPLIES	1	\$250.00	\$250.00
<b>MATERIAL TOTAL</b>			<b>\$87,809.29</b>
		HOURS	RATE
<b>EQUIPMENT</b>			
FOREMAN SERVICE TRUCK (DAY RATE)	4	\$125.00	\$500.00
SERVICE BUCKET TRUCK		\$50.00	\$0.00
LINE TRUCK (DAY RATE)	2	\$300.00	\$600.00
BUCKET TRUCK (DAY RATE)	4	\$75.00	\$300.00
DUMP-FLAT BED		\$35.00	\$0.00
SINGLE REEL TRAILER		\$18.00	\$0.00
THREE REEL TRAILER (DAY RATE)	1	\$135.00	\$135.00
FLAT BED TRAILER (DAY RATE)		\$135.00	\$0.00
CABLE PULLER (DAY RATE)	1	\$225.00	\$225.00
BACKHOE/LOADER		\$75.00	\$0.00
<b>LABOR</b>			
LINECREW SUPERVISOR	40	\$62.55	\$2,502.00
POWER LINE TECHNICIAN-JOURNEY	160	\$45.55	\$7,288.00
POWER LINE TECHNICIAN-APPRENTICE		\$33.86	\$0.00
QUOTE, DESIGN, AND INSPECTION	6	\$65.00	\$390.00
<b>LABOR AND EQUIPMENT TOTAL</b>			<b>\$11,840.00</b>
<b>SUB TOTAL MATERIALS, LABOR, EQUIPMENT</b>			<b>\$99,349.29</b>
10% Contingency as per Resolution 07-12			\$9,934.93
<b>TOTAL ESTIMATED INSTALLATION COSTS</b>			<b>\$76,204.22</b>

ALL THAT PORTION OF LAND, IN THE CITY OF SPRINGVILLE, UTAH COUNTY, UTAH, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, ACCORDING TO THE SURVEY MADE BY CLC ASSOCIATES, INC., FILED IN THE COUNTY SURVEYOR'S OFFICE AS RECORD OF SURVEY NO. \_\_\_\_\_, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF 400 SOUTH STREET, SAID POINT BEING  $N00^{\circ}16'31''W$  ALONG THE QUARTER SECTION LINE 834.50 FEET, TO THE CENTERLINE OF 400 SOUTH, AND  $N89^{\circ}29'52''W$  ALONG SAID CENTERLINE 1869.29 FEET, AND  $N00^{\circ}30'08''E$  17.00 FEET, FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31; THENCE  $N00^{\circ}20'00''E$  ALONG A LINE MEASURED 64.00 FEET PERPENDICULAR WEST OF THE EAST LINE OF THE LAND OWNED BY THE SOUTH UTAH VALLEY SOLID WASTE DISTRICT, AS CONVEYED IN THAT CERTAIN WARRANTY DEED, RECORDED AS ENTRY NO. 1995:2001, OFFICIAL RECORDS, A DISTANCE OF 712.52 FEET, TO THE SOUTH LINE OF THAT LAND CONVEYED TO THE SOUTH UTAH VALLEY SOLID WASTE DISTRICT IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 28133, IN BOOK 2629, AT PAGE 359, OFFICIAL RECORDS; THENCE  $S89^{\circ}41'00''E$  ALONG SAID LINE 64.00 FEET, TO THE EAST LINE OF SAID LAND; THENCE  $N00^{\circ}20'00''E$  ALONG SAID LINE AND THE PROLONGATION OF SAID LINE 614.73 FEET, TO THE SOUTH LINE OF THAT LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 26542, IN BOOK 2009, AT PAGE 278, OFFICIAL RECORDS, SAID POINT BEING MARKED BY A FOUND REBAR AND CAP INSCRIBED "ALM SURVEYING"; THENCE  $S88^{\circ}45'00''E$  ALONG SAID LINE 661.49 FEET, TO THE EAST LINE OF THE LAND CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 52407, IN BOOK 5074, AT PAGE 761, OFFICIAL RECORDS, WHICH FOLLOWS A FENCE LINE RUNNING TO THE SOUTH, SAID LINE BEING MARKED WITH A FOUND REBAR AND CAP INSCRIBED "RLS 145812", OFFSET TO THE NORTH 1.47 FEET FROM THE CORNER; THENCE  $S01^{\circ}06'30''W$  ALONG SAID LINE 338.13 FEET, SAID POINT BEING MARKED WITH A REBAR AND CAP INSCRIBED "LEI ENGINEERING"; FOUND TO BE 0.12 FEET NORTH AND 0.29 FEET WEST OF THE CORNER; THENCE  $S00^{\circ}21'00''W$  ALONG SAID LINE 305.97 FEET; THENCE  $S16^{\circ}29'00''E$  ALONG SAID LINE 9.04 FEET, TO THE NORTH LINE OF THAT LAND CONVEYED TO JANET W. MCKELL, BY THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 100665, IN BOOK 4468, AT PAGE 635, AND THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY NO. 100666, IN BOOK 4468, AT PAGE 638, SAID LINE BEING ESTABLISHED BY THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED AS ENTRY NO. 100664, IN BOOK 4468, AT PAGE 631, OFFICIAL RECORDS, SAID POINT BEING MARKED WITH A FOUND REBAR AND CAP INSCRIBED "PLS 166406", FOUND TO BE 0.37 FEET WEST OF THE CORNER; THENCE  $N88^{\circ}45'00''W$  ALONG SAID LINE 329.22 FEET, TO THE WEST LINE OF SAID LAND; THENCE  $S00^{\circ}20'00''W$  ALONG SAID LINE 605.42 FEET, TO THE NORTH LINE OF 400 SOUTH STREET, ACCORDING TO THE WARRANTY DEED RECORDED AS ENTRY # 36567:2012; THENCE ALONG SAID LINE THE FOLLOWING FOUR (4) COURSES: 1)  $S89^{\circ}45'50''W$  96.07 FEET, 2)  $S00^{\circ}14'10''E$  55.21 FEET, 3)  $S83^{\circ}54'30''W$  74.30 FEET, AND 4)  $N89^{\circ}29'52''W$  224.84 FEET, TO THE POINT OF BEGINNING.

CONTAINS 15.86 ACRES, MORE OR LESS.

Subdivision Name	Loves Travel Stores	Owner	Date	1/30/2013
Bond ( ) Cash ( ) Letter		Name of Bank	Attn:	
Date of DRC Approval		Address of Bank		

**Sewer**

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
8 Inch Sewer Main	1966	lf	\$ 60.00	\$ 117,900.00		\$ -		\$ -
4' Sewer Manhole	9	ea	\$ 3,000.00	\$ 27,000.00		\$ -		\$ -
6 Inch Sewer Service	282	lf	\$ 30.00	\$ 8,460.00		\$ -		\$ -
Air Test	1966	lf	\$ 0.82	\$ 1,611.30		\$ -		\$ -
Deflection Test	1966	lf	\$ 0.82	\$ 1,611.30		\$ -		\$ -
Jet Cleaning	1966	lf	\$ 0.38	\$ 746.70		\$ -		\$ -
Televising	1966	lf	\$ 0.55	\$ 1,080.75		\$ -		\$ -
Manhole Vacuum Test	9	ea	\$ 59.00	\$ 531.00		\$ -		\$ -
Concrete MH Collars	9	ea	\$ 350.00	\$ 3,150.00		\$ -		\$ -
<b>Total Sewer</b>				<b>\$ 162,091.05</b>		<b>\$ -</b>		<b>\$ -</b>

**Water**

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
6 Inch Water Main	200	lf	\$ 35.00	\$ 7,000.00		\$ -		\$ -
8 Inch Water Main	180	lf	\$ 40.00	\$ 7,200.00		\$ -		\$ -
10 Inch Water Main	1553	lf	\$ 45.00	\$ 69,885.00		\$ -		\$ -
8 Inch Water Valves	5	ea	\$ 1,300.00	\$ 6,500.00		\$ -		\$ -
10 Inch Water Valves	4	ea	\$ 1,600.00	\$ 6,400.00		\$ -		\$ -
Cncrt Valve Box Collars	13	ea	\$ 300.00	\$ 3,900.00		\$ -		\$ -
1 Inch Water Service	0	ea	\$ 1,035.00	\$ -		\$ -		\$ -
2 Inch Water Service	3	ea	\$ 1,200.00	\$ 3,600.00		\$ -		\$ -
2 Inch Water Blowoff	2	ea	\$ 1,150.00	\$ 2,300.00		\$ -		\$ -
Fire Hydrants Assembly (complete, includes valve)	4	ea	\$ 3,800.00	\$ 15,200.00		\$ -		\$ -
Relocate Exlst Fire Hydrant	1	ea	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -
Tracer Wire	1933	lf	\$ 0.45	\$ 869.85		\$ -		\$ -
High Chlorine Test	3	ea	\$ 30.00	\$ 90.00		\$ -		\$ -
Pressure Test	1	sc	\$ 100.00	\$ 100.00		\$ -		\$ -
Bacteria Test	3	ea	\$ 100.00	\$ 300.00		\$ -		\$ -
<b>Total Water</b>				<b>\$ 124,344.85</b>		<b>\$ -</b>		<b>\$ -</b>

**Pressurized Irrigation**

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
6 Inch Main	1577	lf	\$ 35.00	\$ 55,195.00		\$ -		\$ -
30 Inch Main	350	lf	\$ 125.00	\$ 43,750.00		\$ -		\$ -
6 Inch Water Valves	4	ea	\$ 1,000.00	\$ 4,000.00		\$ -		\$ -
30 Inch Butterfly Valve	1	ea	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -
Cncrt Valve Box Collars	5	ea	\$ 300.00	\$ 1,500.00		\$ -		\$ -
2 Inch Irrigation Blowoff	1	ea	\$ 1,065.98	\$ 1,065.98		\$ -		\$ -
1 Inch Service	2	ea	\$ 1,035.00	\$ 2,070.00		\$ -		\$ -
1.5 Inch Double Lateral	3	ea	\$ 1,200.00	\$ 3,600.00		\$ -		\$ -
Tracer Wire	1927	lf	\$ 0.45	\$ 872.93		\$ -		\$ -
Pressure Test	1	sc	\$ 100.00	\$ 100.00		\$ -		\$ -
<b>Total PI</b>				<b>\$ 122,153.91</b>		<b>\$ -</b>		<b>\$ -</b>

**Storm Drain**

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
16 Inch Drain (HDPE)	1085	lf	\$ 65.00	\$ 69,675.00		\$ -		\$ -
18 Inch Drain (RCP)	185	lf	\$ 70.00	\$ 12,950.00		\$ -		\$ -
24 Inch Drain (RCP)	885	lf	\$ 80.00	\$ 70,800.00		\$ -		\$ -
48 Inch Drain (RCP)	1325	lf	\$ 130.00	\$ 172,250.00		\$ -		\$ -
60" Storm Drain Manhole	10	ea	\$ 3,200.00	\$ 32,000.00		\$ -		\$ -
72" Storm Drain Manhole	5	ea	\$ 4,800.00	\$ 24,000.00		\$ -		\$ -
48" Sump	11	ea	\$ 2,200.00	\$ 24,200.00		\$ -		\$ -
Storm Inlet Box (2x3x4)	14	ea	\$ 1,850.00	\$ 25,900.00		\$ -		\$ -
Pre-Treatment Storm Inlet Box	1	ea	\$ 4,200.00	\$ 4,200.00		\$ -		\$ -
Televising	2155	lf	\$ 0.65	\$ 1,185.25		\$ -		\$ -
<b>Total Storm</b>				<b>\$ 427,160.25</b>		<b>\$ -</b>		<b>\$ -</b>

Project: Loves Travel Stops & Country Stores  
 Developer: Love's  
 Date: 3/23/2010  
 Prepared By: Jeff Anderson, City Engineer  
 Revised: 1/28/2013

Pipeline									
Utility	Line Size per Plans	Minimum Line Size	Zone	Length (ft)	Material	Unit Cost	Min Size Unit Cost	Upsize Cost	
Storm Water	48" RCP	18" RCP	Commercial	1325	Concrete	\$ 130.00	\$ 70.00	\$ 79,500	
*Secondary Water	30"	8"	Commercial	350	C-905	\$ 125.00	\$ 22.00	\$ 36,050	
Total									\$ 115,550

REVISED BY CLC PER EXHIBIT C UNIT PRICES

PROJECT FEE ESTIMATE		DATE:	11/26/2012			
PROJECT NAME:	LOVES TRUCK STOP					
<b>DISTRIBUTION MATERIAL COSTS:</b>						
MATERIAL	QUANTITY	COST	EXTENDED			
750 KVA PADMOUNT TRANSFORMER	1	\$13,325.00	\$13,325.00			
25 KVA PADMOUNT TRANSFORMER	1	\$1,880.00	\$1,880.00			
TRANSFORMER GROUND SLEEVE	1	\$207.00	\$207.00			
TRANSFORMER TANK GROUND	12	\$2.78	\$33.36			
TRANSFORMER BUS BAR	3	\$34.00	\$102.00			
4/0 PRIMARY WIRE - KERITE	7905	\$2.60	\$19,762.00			
#2 SECONDARY WIRE	2370	\$9.88	\$1,540.80	QUOTED #2 URD TRIPLEX		
PRIMARY SECTIONALIZER (PJ BOX)	6	\$580.00	\$3,360.00			
SECTIONALIZER GROUND SLEEVE	8	\$305.00	\$1,830.00			
4 PORT JUNCTION	18	\$115.00	\$2,070.00			
SECONDARY JUNCTION BOX	6	\$95.00	\$570.00			
4/0 ELBOW TERMINATION	35	\$28.50	\$997.50			
INSULATED PROTECTIVE CAP (200 amp)	31	\$20.25	\$627.75			
SECONDARY STREET LIGHT BOX	6	\$95.00	\$570.00			
COMPLETE STREET LIGHT (80 PACK LED)	6	\$1,020.00	\$9,720.00			
9 KV ELBOW ARRESTER	6	\$60.00	\$360.00			
GROUND ROD W/ CLAMP	6	\$13.00	\$78.00			
#2 COPPER GROUND WIRE	60	\$1.10	\$66.00			
20 H SPLIT BOLT	21	\$4.80	\$102.48			
POLYWATER LUBE PULL	4	\$21.00	\$84.00			
3M BLACK ELECTRICAL TAPE	15	\$3.00	\$45.00			
PHASE COLORED ELECTRICAL TAPE	3	\$3.00	\$9.00			
3 WAY SQUID CONNECTORS	18	\$9.40	\$181.20			
#10 THHN	500	\$0.18	\$90.00	PER CODALE		
MISC. PARTS & SUPPLIES	1	\$250.00	\$250.00			
		MATERIAL TOTAL	\$57,809.20			
	HOURS	RATE				
<b>EQUIPMENT</b>						
FOREMAN SERVICE TRUCK (DAY RATE)	4	\$125.00	\$500.00			
SERVICE BUCKET TRUCK		\$60.00	\$0.00			
LINE TRUCK (DAY RATE)	2	\$300.00	\$600.00			
BUCKET TRUCK (DAY RATE)	4	\$75.00	\$300.00			
DUMP-FLAT BED		\$35.00	\$0.00			
SINGLE REEL TRAILER		\$10.00	\$0.00			
THREE REEL TRAILER (DAY RATE)	1	\$135.00	\$135.00			
FLAT BED TRAILER (DAY RATE)		\$135.00	\$0.00			
CABLE PULLER (DAY RATE)	1	\$225.00	\$225.00			
BACKHOE/LOADER		\$75.00	\$0.00			
<b>LABOR</b>						
LINECREW SUPERVISOR	40	\$52.50	\$2,102.00			
POWER LINE TECHNICIAN-JOURNEY	160	\$45.50	\$7,280.00			
POWER LINE TECHNICIAN-APPRENTICE		\$33.00	\$0.00			
QUOTE, DESIGN, AND INSPECTION	6	\$65.00	\$390.00			
		LABOR AND EQUIPMENT TOTAL	\$11,540.00			
		SUB TOTAL MATERIALS, LABOR, EQUIPMENT	\$69,349.20			
		10% Contingency as per Resolution 07-12	\$6,934.93			
		TOTAL ESTIMATED INSTALLATION COSTS	\$76,284.22			

EXHIBIT F  
TO  
DEVELOPMENT AGREEMENT

AS A SINGLE-PHASE PROJECT, IT IS INTENDED THAT ALL PUBLIC AND SITE GRADING, UTILITIES AND PAVEMENTS WILL BE INSTALLED CONTEMPORANEOUSLY. THAT INCLUDES ALL OF THE ROADWAY AND UTILITIES IMPROVEMENTS TO LOT LINES OF LOTS 1 THROUGH 3.

THE WORK IS INTENDED TO BE SUB-PHASED IN SUCH A MANNER AS THOUGH WE ARE “PAVING OUR WAY BACKWARDS, OUT OF THE DEVELOPMENT” SO THAT THE ROADWAYS ARE THE LAST PAVEMENTS COMPLETED AND AS PRISTINE AS POSSIBLE AT THE END OF THE PROJECT.

THE LOVE’S FACILITY IS SCHEDULED INTERNALLY TO OPEN NOVEMBER 14, 2013.

LOTS 2 AND 3 HAVE NO PRIVATE IMPROVEMENTS PLANNED OR APPROVED UNTIL AFTER LOT 1 CofO IS GRANTED AND THE CITY HAS ACCEPTED THE PUBLIC IMPROVEMENTS FOR THE SUBDIVISION, DeHAAS SITE IMPROVEMENTS AND COMPLETE THE CONNECTION TO THE EXISTING FRONTAGE ROAD.

THIS SCENARIO IS PROPOSED AS FOLLOWS:

1. MAY 16 – JUNE 1: SITE-WIDE CLEAR AND GRUB
2. JUNE 1 – SEPTEMBER 1: IMPORT OF FILL MATERIALS AND INSTALLATION OF WET UTILITIES – APPLIES TO ALL AREAS AS DEPICTED IN APPROVED SITE PLANS
  - a. JUNE 1 – AUGUST 1: BRING ROADWAYS TO GRADE AND INSTALL PUBLIC UTILITIES
    - i. INSTALL PUBLIC UTILITIES, STUB TO LOTS, BACKFILL AND COMPACT
    - ii. INSTALL AND CONNECT TIE-INS TO UTILITIES IN 400 SOUTH
    - iii. T-PATCH 400 SOUTH
    - iv. INSTALL PAVEMENT STUB AT DEHAAS (EXTEND STUB WEST FROM FRONTAGE ROAD TO DEHAAS EAST DRIVEWAY)
  - b. JUNE 1 – JUNE 15: INSTALL LOT 1 FOUNDATION PADS – ENGINEERED FILLS
  - c. JUNE 15 – AUGUST 15: BRING LOT 1 TO GRADE AND INSTALL UTILITIES TO STUBS
    - i. INSTALL LOT 1 ‘DEEP’ FACILITIES – UST’s, CANOPY FOOTINGS, OWS, WATER, FIRE, SIC/SDD IRRIGATION PIPING, ETC
    - ii. PURGE, FLOW-TEST AND APPROVE FIRE LINES AND HYDRANTS
  - d. AUGUST 1 – SEPTEMBER 1: BRING LOT 1 AND ALL ROADWAYS TO SUBGRADE AT THE SAME TIME
    - i. INSTALL SHALLOW UTILITIES – ELECTRIC, GAS, PHONE, ON-SITE WATER, SIC/SDD DITCH-TO-PIPE SYSTEMS, ETC
    - ii. CREATE DETENTION BASINS AND INTERCONNECT STORMWATER FACILITIES
3. JULY 1 – NOVEMBER 1: CONSTRUCT LOT 1 ABOVE GROUND FACILITIES
  - a. FUELING CANOPIES, FUEL PIPING, SCALE, CNG PAD
  - b. MAIN STORE FACILITY AND SERVICES

- c. TIRE SHOP AND SERVICES
4. SEPTEMBER 1 – OCTOBER 1: EXTEND STORM DRAINAGE TO DRAINAGE DITCH
  - a. INSTALL FINAL BMP's FOR SITE AND TEMPORARY PROTECTIONS
5. SEPTEMBER 1 – OCTOBER 1: IMPORT FINISH FILLS AND INSTALL PAVEMENT BASE SECTIONS
  - a. INSTALL LOT 1 CURBS AND GUTTERS, DRIVEWAY APPROACHES, ETC
  - b. INSTALL ROADWAY CURBS AND GUTTERS
6. OCTOBER 1 – OCTOBER 15: INSTALL LOT 1 PAVEMENTS
7. OCTOBER 15 – OCTOBER 30: INSTALL ROADWAY PAVEMENTS
  - a. BEGIN PAVEMENT AT NORTH END OF 2200 WEST AND PAVE-OUT TO SOUTH
    - i. BEGIN PAVEMENT AT 225 SOUTH AND PAVE-OUT TO DEHAAS STUB
  - b. REMOVE T-PATCH IN 400 SOUTH AND PAVE
8. OCTOBER 1 – NOVEMBER 1: INSTALL LANDSCAPING AND IRRIGATION – ENTIRE PROJECT
  - a. INSTALL STREET TREES NO LATER THAN OCTOBER 15
9. NOVEMBER 1 – NOVEMBER 14: FINAL INSPECTION FOR ALL IMPROVEMENTS AS DEPICTED ON APPROVED PLANS

SUMMARY:

THE CITY IS PROTECTED FROM DEGRADATION OF PUBLIC FACILITIES AND ROADWAYS OR INCORRECTLY INSTALLED IMPROVEMENTS BY WAY OF A NUMBER OF MECHANISMS:

- THE PLANS AND SPECIFICATIONS IDENTIFY WORK TO COMPLY WITH ALL CODES AND BEST PRACTICES, i.e.: BEFORE PAVING, THE AREAS TO BE PAVED MUST BE PROOF-ROLLED AND ANY SOFT SPOTS AND RUTTING BE REPAIRED TO CORRECT COMPACTION AND DENSITY
- LOVE'S WILL BE SOLELY AT RISK TO REPAIR ANY DEFICIENCIES IDENTIFIED BY PUBLIC WORKS AND ENGINEERING INSPECTIONS, i.e.: NO INSTALLATION CAN BE COVERED PRIOR TO THE INSPECTING OFFICIAL APPROVING
- BONDING, i.e.: THE \$1.99MM PUBLIC IMPROVEMENT AND \$181K LANDSCAPING BONDS CAN BE RETAINED
- CERTIFICATE of OCCUPANCY, i.e.: CAN BE WITHHELD UNTIL DEFICIENCIES ARE CORRECTED AND ACCEPTED BY INSPECTING AGENT, NO MATTER WHAT MUST BE REPLACED TO EFFECT REMEDY

CONDITIONS:

1. ALL WATER LINE SYSTEMS AND HYDRANTS NECESSARY FOR FIRE SUPPRESSION SHALL BE INSTALLED AND TESTED PRIOR TO THE BEGINNING OF COMBUSTIBLE CONSTRUCTION.
2. PURSUANT TO CITY ZONING CODE, ALL HEAVY EQUIPMENT USED TO CONSTRUCT THE STREETS AND PUBLIC IMPROVEMENTS WITHIN THE STREETS SHALL BE LIMITED TO PASSING UPON THOSE STREETS ONLY AFTER THE STREET ROADBED IS FILLED TO THE LIP OF CURB AND GUTTER WITH SUFFICIENT ELEVATION TO ACCOMMODATE STREET SURFACE DRAINAGE.