



**WORK/STUDY AGENDA**  
**SPRINGVILLE CITY COUNCIL MEETING**  
**FEBRUARY 16, 2021 AT 5:30 P.M.**  
City Council Chambers  
110 South Main Street  
Springville, Utah 84663

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

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

No decisions will be made at this meeting. The public is invited to observe the work session. Public comment generally is not taken during work sessions.

**CALL TO ORDER- 5:30 P.M.**

**COUNCIL BUSINESS**

1. Calendar

- Mar 02 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Mar 09 - Work/Study Meeting 5:30 p.m.
- Mar 14 - Daylight Savings Time Starts
- Mar 16 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.

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

- a) Invocation - Councilmember Monney
- b) Pledge of Allegiance - Councilmember Crandall
- c) Consent Agenda
3. Approval of minutes for the January 12, 2021 Work Study meeting and the January 19, 2021 Work Study and Regular meetings.
4. Approval of a Resolution and improvement reimbursement agreements with Landmark Excavating Inc. and Z-ACT LLC for installing 750 West Street improvements - John Penrod, Assistant City Administrator/City Attorney
5. Approval of a Resolution and indemnification agreement with Fieldstone Homes for the reimbursement of a development electrical extension fee - Leon Fredrickson, Power Director
6. Approval of a Resolution creating a RAP Tax Ad Hoc Committee - Corey Merideth, Recreation Director
7. Approval of a Resolution authorizing Springville City, Utah to participate in the Municipal Alternate Voting Pilot Project for the 2021 Municipal Election - Kim Crane, City Recorder

3. **DISCUSSIONS/PRESENTATIONS**

- a) Ranked Choice Voting
- b) Springville Library Board Annual Report

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

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CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE- POSTED 02/12/2021

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

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



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

*The Springville City Council may temporarily recess the meeting and convene in a closed session as provided by UCA 52-4-205.*

**6. ADJOURNMENT**

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In light of health concerns with the COVID-19 pandemic and the limits on public gatherings. We encourage you to watch a live broadcast of the regular Springville City Council meeting from your computer. Go to <https://www.springville.org/agendas-minutes/> and select the Zoom Meeting link.

Public Comment may be submitted via email, comments will be read in the meeting and entered into the permanent record. Email comments to [kcrane@springville.org](mailto:kcrane@springville.org) before 5:00 p.m. on February 02, 2021.

6:45 p.m.

**CEREMONIAL**

1. Recognition of Police Officer Jon Drumm receiving the rank of Sergeant
2. Presentation of the Mayor's Awards - Shannon Acor, Shannon Acor, Prevention Coordinator/Youth Court Director

**CALL TO ORDER**

**INVOCATION**

**PLEDGE**

**APPROVAL OF THE MEETING'S AGENDA**

**MAYOR'S COMMENTS**

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

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

3. Approval of minutes for the January 12, 2021 Work Study meeting and the January 19, 2021 Work Study and Regular meetings.
4. Approval of a Resolution and improvement reimbursement agreements with Landmark Excavating Inc. and Z-ACT LLC for installing 750 West Street improvements - John Penrod, Assistant City Administrator/City Attorney
5. Approval of a Resolution and indemnification agreement with Fieldstone Homes for the reimbursement of a development electrical extension fee - Leon Fredrickson, Power Director
6. Approval of a Resolution creating a RAP Tax Ad Hoc Committee - Corey Merideth, Recreation Director
7. Approval of a Resolution authorizing Springville City, Utah to participate in the Municipal Alternate Voting Pilot Project for the 2021 Municipal Election - Kim Crane, City Recorder

## REGULAR AGENDA

8. Consideration of a Resolution approving the execution of a boundary line agreement to clean up Springville City's Holdaway Park South Boundary Line - John Penrod, Assistant City Administrator/City Attorney
9. Consideration of an Ordinance amending Springville City Code 11-6-130 Protection of Creek Corridors to allow private bridges to cross Hobble Creek - John Penrod, Assistant City Administrator/City Attorney

## MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

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

10. *The Springville City Council may adjourn the regular meeting and convene into a closed session as provided by UCA 52-4-205.*

## ADJOURNMENT

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2 **MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON**  
4 **TUESDAY, JANUARY 12, 2021 AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,**  
6 **SPRINGVILLE, UTAH.**

6 **Presiding and Conducting:** Mayor Richard J. Child

8 **Elected Officials in Attendance:** Liz Crandall  
Craig Jensen  
10 Patrick Monney  
12 Matt Packard  
Mike Snelson

14 **City Staff in Attendance:** City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney  
John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, Recorder Kim Crane, Deputy  
16 Recorder Jennifer Grigg, Buildings and Grounds Director Bradley Neel, Community Development  
Director Josh Yost, Golf Pro Craig Norman, Library Director Dan Mickelson, Museum of Art Director Rita  
18 Wright, Operations Manager Rod Oldroyd, Power Department Director Leon Fredrickson, Public Safety  
Director Lance Haight, Public Works Director Brad Stapley and Recreation Director Corey Merideth.

20  
22 **CALL TO ORDER**

Mayor Child welcomed everyone and called the work/study meeting to order at 5:30 P.M.

24 **COUNCIL BUSINESS**

26 1. Calendar

- Jan 18 - Martin Luther King Jr. Day Observed (City Offices Closed - Monday)
- Jan 19 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Jan 26 - Budget Retreat 2:00 p.m. Administrator Fitzgerald said the budget meeting will be in the library multi-purpose room.

30 Mayor Child reviewed the calendar and there was nothing to add.

32 **DISCUSSION AND PRESENTATIONS**

34 Mayor Child announced a special recognition of Rod Oldroyd as he retires after working as the  
City Operations Manager for 12 years. Administrator Fitzgerald presented a gift and thanked him for his  
service. Mr. Oldroyd said it has been a great pleasure working full-time for 45 years, part-time at his  
36 father's SOS Drug Company pharmacy before that. He commuted to Salt Lake so his children could be  
near their grandparents here in Springville. He said this job, for the last 12 years with Springville City has  
38 been amazing. His first job interview included Councilmembers Bird and Strong, Mayor Gene Mangum,  
Administrator Fitzgerald, and Attorney Penrod; a very intimidating group. Mr. Oldroyd concluded his  
40 words on his career by saying this community is like no other in Utah Valley.

42 2. **City Art Collections Policy - Rita Wright, Museum of Art Director**

44 Director Wright started her presentation by describing former Mayor Delores Bertelsen's  
45 contribution to the Art to Live By collection. As the City acquires artwork, including newly acquired art at  
46 the CRC, the museum staff proposes creating a collection policy. This policy means there is a process in  
47 place to accept works of art, whether purchased or donated; document, place, and care for the  
48 acquisitions. Springville is recognized as Utah's Art City. Museum staff wants to assure we are thoughtful  
49 about the art we acquire and maintain the collection with the current staff. For clarification, the Art Museum  
50 Collection is separate from city-owned art and owned by the Springville Art Museum non-profit 501(c)(3).  
51 This policy concerns other art owned by Springville City.

52 She continued by explaining this is a long-term plan that is in the best interest of the City.  
53 Numerous cities in Utah County have lost sculpture; stolen and sold for scrap. She said the City needs a  
54 collections policy and committee and documentation and tax records when donated. There should be a  
55 database to track the care and maintenance of works of art. City and State staff have works of art in their  
56 offices. This policy is best practice standards to avoid conflicts, the complete due process when accepting  
57 donations, evaluate the donation's legal background, checking for conflict or problems, and clarify the  
58 scope of what we accept into our collection. The policy also covers checking the condition of public art  
59 every year. Donations, including artistic as well as historical and heritage donations, need to be evaluated  
60 for risk management, aesthetics, and legal and tax background. Having a collections committee meet  
61 twice a year will direct citizens to the process for donating and give councilmembers an answer for  
62 donators.

63 Councilmember Packard asked how the artwork in this building is protected against theft. Director  
64 Wright answered some art is in buildings with security. Mayor Child asked if art is insured. Administrator  
65 Fitzgerald answered the policy will create a committee of departments to make sure the art is protected.  
66 Many pieces of art in the Civic Center are giclee reproductions. Councilmember Packard commented on  
67 the art in the Utah County Building. Director Wright said part of the responsibility of the committee will be  
68 public art placement and decorating facilities. She emphasized no one except the Museum staff can move  
69 the art in the Museum Collection.

70 Administration Fitzgerald said staff brings this operation policy to the Council relieving it of the  
71 burden of accepting or turning down a donation from a citizen. The committee and staff members will be  
72 making decisions and processing donations through the policy, protecting the Council. On the other hand,  
73 it gives away a previous Council authority to a staff committee. Councilmember Snelson stated he prefers  
74 staff taking care of acquisition. Councilmember Packard agreed. Administrator Fitzgerald said this policy  
75 will create a buffer between the public and the Council. The committee will create a staff report. Director  
76 Wright referred to the Art Museum Board. Administrator Fitzgerald said this motion will be on the agenda  
77 next week. Councilmember Jensen complimented Director Wright on grant acquisition. Administrator  
78 Fitzgerald said Jack Urquhart is working on the broader process of grants for the arts. Councilmember  
79 Jensen said there is lots of grant money on the table. Director Wright said this committee can reach out  
80 for grants and donations for public sculpture or a new building. She noted the example of the art donation  
81 for the Clyde Recreation Center.

82 Director Wright concluded her presentation by stating there is a line item in the budget for the Arts  
83 Commission for statue maintenance. Councilmember Crandall mentioned she organized volunteers to  
84 clean statues in the past. Director Wright said the committee will coordinate volunteers and assure  
85 employee oversight. Councilmember Crandall asked about a previous maintenance program. Director  
86 Wright said there was an informal plan under the Arts Commission. Councilmember Crandall clarified  
87 community members would be invited to advise. Director Wright said collections issues and donation  
88 issues take up the most staff time.

89 Administrator Fitzgerald said a policy to maintain statues does not belong in the Recreation  
90 Department. As Springville City grows, volunteers come, donations are proposed; there needs to be a  
91 more formalized process when issues arise and the collection grows. Director Wright added citizens ask

for transparency and documentation and this policy and committee will protect the City from liability.  
92 Councilmember Crandall and Mayor Child thanked Director Wright.

### 94 3. DISCUSSION WITH DEPARTMENT DIRECTORS

Director Wright said a show opened this week with a very interesting installation. The All-State  
96 High School Art Show intake starts this week; judging starts this Friday.

Golf Pro Craig Norman reported he is getting 3-5 phone calls a day asking when the golf course  
98 will open. The estimate to replace the sprinkler comes next week. Administrator Fitzgerald added the  
record that early open was February 10.

Director Meredith reported the regular patrons are upset because of the crowds after the New  
Year. Basketball resumed inside and staff is enforcing Nebo School District policy of wearing masks. Only  
102 two parents per player are allowed to attend as spectators. Councilmember Jensen reported the Tai chi  
clients are happy.

Director Riddle said W2s were sent out and raises will be on the next check. Two part-time utility  
104 staff members left and those positions are being filled.

Director Stapley reported Utah is at 57% snowpack. Administrator Fitzgerald said 80% snowpack  
106 is considered drought conditions.

Director Neel said staff is researching opportunities to reduce the cost of maintaining city  
properties and saving seasonal dollars by contracting lawn services. The RFP is out and a pre-bid  
110 meeting is this Friday. Councilmember Jensen asked if the RFP is all or nothing. Director Neel said there  
is an option to select services from different contractors.

Director Fredrickson reported the only call last month was when the on-call linemen rescued a  
112 cat. The power system is robust and performing well. The staff and frontline employees are excellent and  
the power department appreciates the support, raises, and bonuses. The Central Shop staff is excellent  
114 and cares for 350 vehicles and equipment.

Director Mickelson reported library collection circulation is at 88% of the circulation for the same  
116 time last year, before COVID; with only 40% of patrons entering the library. Families are stocking up,  
checking out more books per visit and digital resources are being used.

Director Yost reported his department is at 106% of budget collecting fees for reviewing plans.  
120 Completed building permits are in the high 80 percent. Staff is working on projections from development  
partners for the next budget year. Community Development hired a new staff member for inspections.  
122 Councilmember Snelson asked about Burger King. Administrator Fitzgerald stated the developers are  
actively working on the project and seeking financing but no plans are submitted.

Chief Haight reported his first week and a half have been great and he has met most of the  
124 department and city staff has been welcoming. Public Safety staff had a few employees test COVID  
126 positive. There is an opportunity for his staff to be vaccinated on January 18 and 20, 2021. They will  
stagger staff vaccinations to maintain service.

Administrator Fitzgerald cleared a request to ring bells nationwide in honor of those who died of  
128 the coronavirus along with the Presbyterian Church on Tuesday, January 19, 2021. He and Director  
130 Riddle met with the Utah League of Cities and Towns. There are currently 79 bills open dealing with law  
enforcement as well as a bill gutting the ADU (Accessory Dwelling Unity) ordinance the Springville City  
132 Council just passed and another bill allowing developers to hire outside inspectors. This will be a very  
busy legislative session and the league is asking local elected officials to be actively engaged with our  
134 state legislators. He and Mayor Child met with a South Utah Valley transit visioning meeting.  
Councilmember Monney asked about Governor Cox overhauling the entire transit system. Administrator  
136 Fitzgerald updated Councilmember Monney.

### 138 4. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS



140 Mayor Child asked for any other comments. Councilmember Packard volunteered for the Utah League of Cities and Towns and complimented the city and reported compliments from residents about how this year's lights are beautiful. Mayor Child asked that they stay up through January.

142 Councilmember Snelson asked about water. Director Stapley said if Bartholomew dries, secondary water will be shut off. Mayor Child said we need the water. Administrator Fitzgerald said the master plan shows the lowest Springville water year with an n-1 scenario and we can still supply the city. Administrator Fitzgerald said there are strategies in place before rationing residents.

146 Councilmember Crandall said she is grateful for the staff and learned about the park plan and property acquired to serve our community from Director Neel.

148 Councilmember Jensen thanked Mr. Oldroyd for the last 12 years of *Atta Boys* like the new logo and the CRC and Civic Center. Looking forward, he wants to have more big wins like Dr. Wright's art collection policy and working toward the Springville City trail system being the best in the county. Councilmember Snelson said the committee is deep into working on the trail system project. Director Yost predicted presenting the Trail Master Plan to the Council for adoption in 6 to 8 months with federal funding.

152 Councilmember Monney reported the Art City Days Committee met and is moving forward. Citizens are already calling to ask for the parade this year. Councilmember Packard said our town needs Art City Days even if it is 80% of what we can do. Councilmember Monney agreed and said the fireworks will happen. Mayor Child said he knows most of the citizens of Springville are happy; they just are not the ones who call.

158

#### 5. CLOSED SESSION

160 *The Springville City Council may temporarily recess the regular meeting and convene in a closed session as provided by Utah Code Annotated Section 52-4-205*

162 There was none.

#### 164 ADJOURNMENT

166 COUNCILMEMBER SNELSON MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL AT 6:37 P.M.

168 COUNCILMEMBER JENSEN SECONDED THE MOTION, ALL VOTED AYE.

170

172 *This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday, January 12, 2021.*

174 *I, Jennifer Grigg, do hereby certify that I am the duly appointed, qualified, and acting Deputy Recorder for Springville City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on Tuesday, January 12, 2021.*

176

178 DATE APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Jennifer Grigg  
Deputy Recorder

180





**MINUTES**  
**Springville City Council Work/Study Meeting - JANUARY 19, 2021**

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2 MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON  
TUESDAY, JANUARY 19, 2021 AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,  
4 SPRINGVILLE, UTAH.

6 **Presiding and Conducting:** Mayor Richard J. Child

8 **Elected Officials in Attendance:** Liz Crandall  
Craig Jensen  
10 Patrick Monney  
Matt Packard Arrived at 5:40 p.m.  
12 Mike Snelson

14 **City Staff in Attendance:** City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney  
John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane,  
16 Building and Grounds Director Bradley Neel, Community Development Director Josh Yost, Police Chief  
Lance Haight, Public Works Director Brad Stapley, Recreation Director Corey Merideth, Library Director  
18 Dan Mickelson, and Building Official Jason Van Ausdal.

20 **CALL TO ORDER**

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

22 **COUNCIL BUSINESS**

24 **Calendar**

- Jan 26 - Budget Retreat 2:00 p.m.
- Feb 02 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Feb 09 - Work/Study Meeting 5:30 p.m.

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

30 Discussion on this evening's Regular Meeting agenda items

- 32 a) Invocation - Councilmember Snelson
- b) Pledge of Allegiance - Councilmember Packard
- 34 c) Consent Agenda
  - 36 3. Approval of a Resolution for the Springville City Art Collection Policy - Rita Wright, Museum of Art Director
  - 38 4. Approval of the Mayor's appointments of Doug Baxter, Jim Brooks, Kate Henderson, Cheryl Kroneberger, and Marty Petro to the Hobble Creek Golf Course Committee

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

42

3. **DISCUSSIONS/PRESENTATIONS**

a) **Deer Abatement Contract Discussion - Lance Haight, Chief of Police**

Chief Haight presented on the urban deer abatement program. The program was started three years ago and will be expiring. He asked the council if they would like to continue with the program staff would reapply and a state-approved contractor would be used for the abatement program. The program did have an impact over the last three years. Council was in consensus to continue the program.

b) **Building Department Presentation**

Building Official Jason Van Ausdal gave an overview of the Building Division’s past calendar year. Building permits significantly increased and was the highest in the last four years. Building Inspections also significantly increased.

Official Van Ausdal reported on upcoming proposed legislation for 2021. House Bill 98-opt out of building inspections and land use deregulation and House Bill 82-ADU deregulation.

There was a concern of legislative overreach, it was expected the Utah League of Cities and Towns. would communicate the concerns of cities to the legislature.

c) **Open and Public Meetings Training - John Penrod, Assistant City Administrator/City Attorney**

Attorney Penrod continued his training from January 05, 2021, on Open and Public Meetings Law.

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

Mayor Child asked for any other comments.

Attorney Penrod recommended not moving forward with item #5 on tonight’s regular agenda due to legal issues.

Councilmember Jensen agreed there would be a better way by contracting with groups.

5. **CLOSED SESSION**

*The Springville City Council may temporarily recess the regular meeting and convene in a closed session as provided by Utah Code Annotated Section 52-4-205*

COUNCILMEMBER MONNEY MOVED TO ADJOURN THE REGULAR MEETING AT 6:45 P.M. AND CONVENE IN A CLOSED SESSION REGARDING LITIGATION.

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

COUNCILMEMBER CRANDALL	AYE
COUNCILMEMBER JENSEN	AYE
COUNCILMEMBER MONNEY	AYE
COUNCILMEMBER PACKARD	AYE
COUNCILMEMBER SNELSON	AYE

**ADJOURNMENT**

COUNCILMEMBER PACKARD MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL AT 6:50 P.M.

COUNCILMEMBER MONNEY SECONDED THE MOTION, ALL VOTED AYE.

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*This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday, January 19, 2021.*

96 *I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County,*  
98 *State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on Tuesday,*  
*January 19, 2021.*

100

DATE APPROVED: \_\_\_\_\_

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

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2 MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY,  
3 JANUARY 19, 2021, AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE,  
4 UTAH.

6 **Presiding and Conducting:** Mayor Richard J. Child

8 **Elected Officials in Attendance:** Liz Crandall  
9 Craig Jensen  
10 Patrick Monney  
11 Matt Packard  
12 Mike Snelson

14 **City Staff in Attendance:** City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney  
15 John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, and City Recorder Kim Crane.  
16 Building and Grounds Director Bradley Neel, Power Director Leon Fredrickson, Chief of Police Lance  
17 Height, Community Development Director Josh Yost, Public Works Director Brad Stapley, Library Director  
18 Dan Mickelson, and Museum of Art Director Rita Wright

19 **6:45 p.m.**

20 **CEREMONIAL**

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

22 **CALL TO ORDER**

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

24 **INVOCATION AND PLEDGE**

25 Councilmember Snelson offered the invocation, and Councilmember Packard led the Pledge of  
26 Allegiance.

27 **APPROVAL OF THE MEETING'S AGENDA**

28 COUNCILMEMBER MONNEY MOVED TO APPROVE THE MEETINGS AGENDA AS WRITTEN  
29 AND TO STRIKE ITEM #5 FROM THE AGENDA PER COUNCIL DISCUSSION IN THE EARLIER WORK  
30 SESSION. COUNCILMEMBER PACKARD SECONDED THE MOTION, AND ALL PRESENT VOTED  
31 AYE.

32 **MAYORS COMMENTS**

33 Mayor Child welcomed the Council, staff, and those in attendance.

34 **PUBLIC COMMENT**

35 Mayor Child introduced the Public Comment section of the agenda. He asked if there were any  
36 written comments submitted. There were none.

## CONSENT AGENDA

- 46 2. Approval of a Resolution for the Springville City Art Collection Policy - Rita Wright, Museum of Art  
Director
- 48 3. Approval of the Mayor's appointments of Doug Baxter, Jim Brooks, Kate Henderson, Cheryl  
Kroneberger, and Marty Petro to the Hobble Creek Golf Course Committee

50

52 COUNCILMEMBER SNELSON MOVED TO APPROVE THE CONSENT AGENDA AS WRITTEN  
AND RESOLUTION #2021-01.

54 COUNCILMEMBER MONNEY SECONDED THE MOTION. THE VOTE IS RECORDED AS  
FOLLOWS:

56 COUNCILMEMBER CRANDALL	AYE
COUNCILMEMBER JENSEN	AYE
COUNCILMEMBER MONNEY	AYE
58 COUNCILMEMBER PACKARD	AYE
COUNCILMEMBER SNELSON	AYE

60 **RESOLUTION #2021-01 APPROVED**

## 62 PUBLIC HEARING

- 64 4. **Public Hearing for consideration of a Resolution and amendment to the Springville City FY2020-  
2021 Budget - Bruce Riddle, Assistant City Administrator/Finance Director**

66 Director Riddle addressed some changes in the budget since the COVID pandemic started. The  
Springville Justice Court is needing an additional part-time salary to cover the requirements of online  
court proceedings.

68 He explained the uniform budget was reduced when COVID approached. He proposed to restore  
the budgets to the normal levels as revenues are ahead of projections. Administrator Fitzgerald explained  
individual departments manage their uniform funds with some guidelines. Those departments with  
specialty equipment are also being included.

72 Director Riddle reported in response to new developments and after reviewing the various fund  
budgets the Finance Department recommended budget appropriations from the original budget. He  
summarized the requests for appropriation as well as the funding sources.

76 Mayor child opened the public hearing

78 COUNCILMEMBER MONNEY MOTIONED TO CLOSE THE PUBLIC HEARING.  
COUNCILMEMBER PACKARD SECONDED, ALL PRESENT VOTED AYE

80

82 COUNCILMEMBER MONNEY MOVED TO APPROVE RESOLUTION #2021-02 TO OPEN AND  
AMEND THE GENERAL FUND, CIP FUND, INTERNAL SERVICE FUND, SPECIAL REVENUE FUND,  
WATER FUND, SEWER FUND, ELECTRIC FUND, STORM-WATER FUND, SOLID WASTE FUND,  
84 AND GOLF FUND BUDGETS FOR OPERATING AND CAPITAL EXPENSES APPLYING TO THE  
FISCAL YEAR ENDING JUNE 30, 2021 AS OUTLINED IN EXHIBIT A.

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

88 COUNCILMEMBER CRANDALL	AYE
COUNCILMEMBER JENSEN	AYE
90 COUNCILMEMBER MONNEY	AYE
COUNCILMEMBER PACKARD	AYE
92 COUNCILMEMBER SNELSON	AYE

**RESOLUTION #2021-02 APPROVED**

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5. **Public Hearing for consideration of a Resolution approving donations to groups who benefit Springville City’s recreation programs - John Penrod, Assistant City Administrator/City Attorney**  
Item canceled.

**REGULAR AGENDA**

6. **Consideration of an Ordinance prohibiting protests of a personal residence - John Penrod, Assistant City Administrator/City Attorney**

Attorney Penrod reported in recent months, picketing targeted residences have occurred in Springville, the state of Utah, and in our country. The proposed ordinance is a time, place, and manner ordinance that reconciles and protects picketer's First Amendment rights to free speech with the right of residents to have privacy in their homes and to protect the inhabitants from hearing or seeing unwanted messages.

The Council requested in a future meeting more information regarding free speech. Attorney Penrod stated he would prepare a presentation for a future work session.

COUNCILMEMBER MONNEY MOVED TO APPROVE ORDINANCE #03-2021 THAT MAKES TARGETED RESIDENTIAL PICKETING UNLAWFUL.

COUNCILMEMBER SNELSON SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER CRANDALL	AYE
COUNCILMEMBER JENSEN	AYE
COUNCILMEMBER MONNEY	AYE
COUNCILMEMBER PACKARD	AYE
COUNCILMEMBER SNELSON	AYE

**ORDINANCE #03-2021 APPROVED**

7. **Consideration of a Resolution and license agreement with Union Pacific Railroad - John Penrod Assistant City Administrator/City Attorney**

Attorney Penrod reported Springville’s Public Works Department needed to install a water line across Union Pacific’s railroad tracks at the approximate location of Main Street and Highway 89. In order to cross the railroad tracks, Union Pacific requires the City to enter into the railroad company’s standard Pipeline Crossing Agreement.

COUNCILMEMBER SNELSON MOVED TO APPROVE RESOLUTION #2021-04 AUTHORIZING SPRINGVILLE CITY TO ENTER INTO A PIPELINE CROSSING AGREEMENT WITH THE UNION PACIFIC RAILROAD COMPANY.

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

COUNCILMEMBER CRANDALL	AYE
COUNCILMEMBER JENSEN	AYE
COUNCILMEMBER MONNEY	AYE
COUNCILMEMBER PACKARD	AYE
COUNCILMEMBER SNELSON	AYE

**RESOLUTION #2021-04 APPROVED**

**MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

142 Mayor Child asked if there were any comments.

144 Councilmember Snelson expressed there were a lot of signs in the city right of way. He asked if code enforcement could look into them and remove those illegally placed.

146 Councilmember Packard asked about panhandlers in the right of way. Administrator Fitzgerald stated the legislature recently changed the law and panhandlers have the right to be there. Attorney Penrod said more information could be brought back to the council regarding laws of panhandling.

148

**CLOSED SESSION**

150 8. *The Springville City Council may temporarily recess the regular meeting and convene in a closed session as provided by UCA 52-4-205.*

152 There was none

**ADJOURNMENT**

154 COUNCILMEMBER PACKARD MOVED TO ADJOURN THE REGULAR MEETING AT 7:40 P.M.  
156 COUNCILMEMBER SNELSON SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

158

160 *This document constitutes the official minutes for the Springville City Council Regular Meeting held on Tuesday, January 19, 2021*  
162 *I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County,*  
164 *State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on Tuesday, January 19, 2021.*

166 DATE APPROVED: \_\_\_\_\_

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

170

172

174





## STAFF REPORT

**DATE:** February 10, 2021

**TO:** Honorable Mayor and City Council

**FROM:** John Penrod, City Attorney

**SUBJECT:** CONSIDERATION OF A RESOLUTION TO APPROVE TWO IMPROVEMENT REIMBURSEMENT AGREEMENTS FOR INSTALLING 750 WEST IMPROVEMENTS.

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### RECOMMENDED MOTIONS

Motion to approve Resolution No. \_\_\_\_ that approves an Improvement Reimbursement Agreement with Landmark Excavating, Inc. for installing 750 West Street improvements and an Improvement Reimbursement Agreement with Z-ACT LLC for installing 750 West Street improvements.

### BACKGROUND

Two developers recently installed 750 West Street improvements: Landmark Excavating, Inc. installed approximately 610 linear feet of 750 West Street improvements as part of developing Canyon Springs Subdivision, Plat A, and Z-ACT LLC installed approximately 618 linear feet of 750 West Street improvements as part of developing Leorah Springs Subdivision Phase 1. Under Springville's Transportation Impact Fee Facilities Plan and Impact Fee Analysis, a portion of the 750 West Street improvements are to be paid with impact fees to serve new development in Springville. The IFFP and IFA have designated 750 West as a minor collector street and requires the City to pay for the difference of a residential local street (59 feet wide) and a minor collector street (72 feet wide) when a minor collector street is within a residential subdivision.

Based on the requirements of the IFFP and IFA, the proposed Improvement Reimbursement Agreements are to reimburse the two above-named developers for 13 feet of width of 750 West Street improvements. The upsizing costs for Landmark installing 750 West improvements for a distance of 610 linear feet are \$49,528.28 and the upsizing costs for Z-ACT LLC installing 750 West improvements for a distance of 618 linear feet is \$52,367.84.

### **FISCAL IMPACT**

The City will pay the above amounts to Landmark and Z-ACT LLC out of the City's current Transportation Impact Fees fund. The City Council will be required to amend the budget in a future budget amendment to properly budget the amounts.

Attachments: Proposed Resolution with Agreements

**RESOLUTION #2021-XX**

**A RESOLUTION APPROVING TWO REIMBURSEMENT AGREEMENTS FOR UPSIZING COSTS RELATED TO THE INSTALLATION OF 750 WEST STREET IMPROVEMENTS.**

**WHEREAS**, Landmark Excavating, Inc. installed approximately 610 linear feet of 750 West Street improvements as part of the Canyon Springs Subdivision Plat A, and Z-ACT LLC installed approximately 618 linear feet of 750 West Street improvements as part of Leorah Springs Subdivision Phase 1; and

**WHEREAS**, under the Transportation Impact Fee Facilities Plan and Impact Fee Analysis, a portion of the 750 West Street improvements (13 feet of width) is to be paid for with impact fees, which portion is the difference between a residential local street (59 feet wide) and a minor collector street (72 feet wide); and

**WHEREAS**, the amount of impact fees owed to Landmark Excavating, Inc. and Z-ACT LLC for installing the 750 West improvements are \$49,528.28 and \$52,367.84 respectively; and

**WHEREAS**, the Springville City Council finds that the proposed Agreements are in harmony with the City's Transportation IFFP and IFA and complies with the law.

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

**SECTION 1. Approval.** The Agreements, substantially in the form attached as Exhibits A and B, are approved and shall be executed by Springville City.

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

**PASSED AND APPROVED** this \_\_\_\_ day of February 2021.

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

Attest:

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

**EXHIBIT A**

Z-Act LLC Reimbursement Agreement  
750 West Improvements

**IMPROVEMENT REIMBURSEMENT AGREEMENT  
LEORAH SPRINGS SUBDIVISION PHASE 1 - 750 WEST STREET IMPROVEMENTS**

THIS AGREEMENT is entered into effective this \_\_\_ day of \_\_\_\_\_, 2020, by and between **SPRINGVILLE CITY**, a municipal corporation of the State of Utah, 110 South Main Street, Springville, Utah 84663 (“City”), and **Z-ACT LLC**, a Utah limited liability company, located at 238 East 550 North, Orem, Utah 84057 (“Developer”).

**RECITALS**

- A. Developer is the developer of Leorah Springs Subdivision Phase 1, located at approximately 900 South 750 West, in Springville City, Utah County, Utah, and is shown on the Leorah Springs Subdivision Phase 1 Plans attached as **Exhibit A** (the “Subdivision”).
- B. As part of the Subdivision’s improvements, Developer installed approximately 618 linear feet of 750 West Street (the “750 West Improvements”). The 750 West Street is a minor collector, a portion of which is funded by transportation impact fees. According to the Transportation Impact Fee Facilities Plan and Impact Fee Analysis, the impact fees pay for a width of 13 feet of 750 West, which is the difference between a residential local street (59 feet wide) and a minor collector (72 feet wide).
- C. City will pay Developer upsizing costs for the 750 West Improvements in the amount of \$52,367.84. That amount is for the upsizing necessary to serve future development.

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

- 1. **Recitals Affirmed.** The parties each certify the correctness and accuracy of the facts recited above and adopt the same as a statement of their principal reasons for entering this Agreement.
- 2. **Manner of Performance.** This Agreement only addresses the installation and reimbursement for the 750 West Improvements. This Agreement does not modify Developer’s requirements for the installation of any and all other improvements required to be installed as part of the Subdivision.

A. **Compliance with Plans and Laws.** Developer guarantees that Developer has installed of the 750 West Improvements to completion (the “Work”) (a) in a good and workmanlike manner, (b) in conformance with the Construction Plans, which have been approved by the City, and (c) 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. This Agreement does not modify any requirement Developer has to develop the property pursuant to City Code.

B. Materials and Labor. Developer has furnished all materials, supplies, tools, equipment, labor, and other services necessary for construction and completion of the 750 West Improvements as described herein. In the event that any other entity claims to have installed any of the 750 West Improvements, Developer shall indemnify, defend and hold the City harmless on such a claim.

C. Improvement Warranty. Developer has executed an improvement warranty for the one (1) year improvement warranty period and post a ten percent (10%) cash deposit, surety bond, letter of credit, or other similar security that is acceptable to the City's City Administrator in accordance with Section 14-5-205 of the City Code.

D. Inspections. Developer shall ensure and has ensured that all inspections necessary for the 750 West Improvements under the City Code have or will be timely requested. Developer understands and agrees that failure to request a proper inspection may result in the removal of 750 West Improvements at the sole cost and expense of Developer.

### 3. Reimbursable Costs.

City will pay Developer the amount of \$52,367.84 for the 750 West Improvements (the "Reimbursement Costs") as shown in the itemized cost breakdown on Exhibit B. Developer agrees that the Reimbursement Costs includes any and all amounts owed to Developer for the 750 West Improvements. City will pay Developer the Reimbursement Costs within 30 days of the effective date of this Agreement.

### 4. Miscellaneous.

- 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.
- Authority and Authorization. Developer hereby represents and warrants to City that the execution and delivery of this Agreement by Developer and the performance of the terms hereof by Developer, have been duly authorized through proper action and, upon full execution hereof, this Agreement will be binding on and enforceable against Developer.
- Future Action. Nothing in the Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation,

environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement; provided, however, that subject to Developer's performance of its obligations hereunder, Developer shall have the vested right to develop the Project.

- **Other Laws.** Developer may be responsible to fulfill other federal, state and local laws, including, but not limited to Workers Compensation and Occupational Safety and Health Administration regulations. Developer agrees to comply with all laws during construction of the 750 West Improvements.
- **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which shall not be unreasonably withheld.
- **Attorney Fees.** In the event this Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney fees and all costs of enforcement of the non-breaching party.
- **Severability.** Should any portion or paragraph of this Agreement be declared invalid or unenforceable, the remaining portions or paragraphs of the Agreement shall remain valid and enforceable.
- **Modification.** Modification of this Agreement shall only be effective if agreed upon, in writing, and approved by the City Council and Developer.

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

**SPRINGVILLE CITY**

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

Attest:

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

**DEVELOPER - Z-ACT LLC**

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

Title: \_\_\_\_\_



**EXHIBIT B**

Landmark Reimbursement Agreement  
750 West Improvements

**IMPROVEMENT REIMBURSEMENT AGREEMENT  
CANYON SPRINGS SUBDIVISION PLAT A - 750 WEST STREET IMPROVEMENTS**

THIS AGREEMENT is entered into effective this \_\_\_ day of \_\_\_\_\_, 2020, by and between **SPRINGVILLE CITY**, a municipal corporation of the State of Utah, 110 South Main Street, Springville, Utah 84663 (“City”), and **Landmark Excavating, Inc.**, a Utah corporation, located at 256 North Main Street, Ste. B, Alpine UT 84004 (“Developer”).

**RECITALS**

- A. Developer is the developer of Canyon Springs Subdivision Plat A, located at approximately 900 South 750 West, in Springville City, Utah County, Utah, and is shown on the Canyon Springs Subdivision Plans attached as **Exhibit A** (the “Subdivision”).
- B. As part of the Subdivision’s improvements, Developer installed approximately 610 linear feet of 750 West Street (the “750 West Improvements”). The 750 West Street is a minor collector, a portion of which is funded by transportation impact fees. According to the Transportation Impact Fee Facilities Plan and Impact Fee Analysis, the impact fees pay for a width of 13 feet of 750 West, which is the difference between a residential local street (59 feet wide) and a minor collector (72 feet wide).
- C. City will pay Developer upsizing costs for the 750 West Improvements in the amount of \$49,528.28. That amount is for the upsizing necessary to serve future development.

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

- 1. **Recitals Affirmed.** The parties each certify the correctness and accuracy of the facts recited above and adopt the same as a statement of their principal reasons for entering this Agreement.
- 2. **Manner of Performance.** This Agreement only addresses the installation and reimbursement for the 750 West Improvements. This Agreement does not modify Developer’s requirements for the installation of any and all other improvements required to be installed as part of the Subdivision.

A. **Compliance with Plans and Laws.** Developer guarantees that Developer has installed of the 750 West Improvements to completion (the “Work”) (a) in a good and workmanlike manner, (b) in conformance with the Construction Plans, which have been approved by the City, and (c) 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. This Agreement does not modify any requirement Developer has to develop the property pursuant to City Code.

B. Materials and Labor. Developer has furnished all materials, supplies, tools, equipment, labor, and other services necessary for construction and completion of the 750 West Improvements as described herein. In the event that any other entity claims to have installed any of the 750 West Improvements, Developer shall indemnify, defend and hold the City harmless on such a claim.

C. Improvement Warranty. Developer has executed an improvement warranty for the one (1) year improvement warranty period and post a ten percent (10%) cash deposit, surety bond, letter of credit, or other similar security that is acceptable to the City's City Administrator in accordance with Section 14-5-205 of the City Code.

D. Inspections. Developer shall ensure and has ensured that all inspections necessary for the 750 West Improvements under the City Code have or will be timely requested. Developer understands and agrees that failure to request a proper inspection may result in the removal of 750 West Improvements at the sole cost and expense of Developer.

### 3. Reimbursable Costs.

City will pay Developer the amount of \$49,528.28 for the 750 West Improvements (the "Reimbursement Costs") as shown in the itemized cost breakdown on Exhibit B. Developer agrees that the Reimbursement Costs includes any and all amounts owed to Developer for the 750 West Improvements. City will pay Developer the Reimbursement Costs within 30 days of the effective date of this Agreement.

### 4. Miscellaneous.

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

- **Future Action.** Nothing in the Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement; provided, however, that subject to Developer's performance of its obligations hereunder, Developer shall have the vested right to develop the Project.
- **Other Laws.** Developer may be responsible to fulfill other federal, state and local laws, including, but not limited to Workers Compensation and Occupational Safety and Health Administration regulations. Developer agrees to comply with all laws during construction of the 750 West Improvements.
- **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which shall not be unreasonably withheld.
- **Attorney Fees.** In the event this Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney fees and all costs of enforcement of the non-breaching party.
- **Severability.** Should any portion or paragraph of this Agreement be declared invalid or unenforceable, the remaining portions or paragraphs of the Agreement shall remain valid and enforceable.
- **Modification.** Modification of this Agreement shall only be effective if agreed upon, in writing, and approved by the City Council and Developer.

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

**SPRINGVILLE CITY**

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

Attest:

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

**DEVELOPER - LANDMARK EXCAVATING,  
INC.**

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



## STAFF REPORT

**DATE:** February 16, 2021  
**TO:** Honorable Mayor and City Council  
**FROM:** Leon Fredrickson, Power Department Director  
**SUBJECT:** FIELDSTONE HOMES INDEMNIFICATION AGREEMENT

---

### RECOMMENDED MOTION

Approve the Indemnification Agreement between Fieldstone Homes and Springville City for the reimbursement of a development electrical extension fee.

### SUMMARY OF ISSUES/FOCUS OF ACTION

Fieldstone homes paid electrical extension fees for improvements to Plat E of the Jessie's Brook Subdivision that were never used for the said plat due to the Great Recession of that time period. The City would like to return those fees to them at this time and clear the held funds from its financial records.

### DISCUSSION

The electrical extension fees were paid in 2007 and all parties anticipated that the development would occur and electrical improvements would be completed. Several years passed and nothing occurred and the fee amount of \$65,271.77 remained on the City's financial records in an escrow account.

The property was recently sold to a new developer who then signed their own agreements and paid updated fees for the electrical improvements to Plat E. These improvements have recently been completed with new services being connected regularly.

With this situation now in place, Finance asked staff to help locate and correspond with Fieldstone Homes as to having the fees returned to them. Several emails and phone calls were exchanged with individuals that were on staff with Fieldstone homes in 2007 and they have been able to verify the payment and non-use of the paid fees.

Fieldstone homes has reviewed the Indemnification Agreement for the reimbursement of said fee and will agree to all terms upon approval by the Springville City Council.

## **FISCAL IMPACT**

There will be no impact to the other development fee funding that has been received by the City from other developers post Fieldstone Homes receiving the reimbursement.

### Attachments:

Indemnification Agreement

Exhibit A - Residential Development Agreement, Jessie's Brook Subdivision - Plat E

## RESOLUTION #2021-XX

### A RESOLUTION APPROVING THE INDEMNIFICATION AGREEMENT BETWEEN FIELDSTONE HOMES UTAH, LLC AND SPRINGVILLE CITY

**WHEREAS**, On September 3, 2007, the parties entered into an agreement intitled, "Residential Development Agreement, Jessie's Brook Subdivision - Plate E"; and

**WHEREAS**, in accordance with the Development Agreement, Fieldstone Homes Utah paid the City the amount of \$65,271.77 to install all required electrical extension fees for the Jessie's Brook Subdivision - Plat E; and

**WHEREAS**, after paying the Electrical Extension Fees, Fieldstone Homes Utah decided not to develop the Jessie's Brook Subdivision - Plate E; and

**WHEREAS**, Fieldstone Homes Utah eventually sold the Subdivision property to another developer, which developer paid the required electrical extension fees to develop the subject property; and

**WHEREAS**, the Electrical Extension Fees were not part of Fieldstone Homes Utah transaction in selling the Subdivision property; and

**WHEREAS**, the City has held the Electrical Extension Fees since the time that Fieldstone Homes Utah paid the Fees, and the City wants to clear the Fees of the City's financial records; and

**WHEREAS**, the parties desire to enter into the Indemnification Agreement wherein the City will refund to Fieldstone Homes Utah the Electrical Extension Fees in return for Fieldstone Homes Utah agreeing to release and indemnify the City for any claims related to the Electrical Extension Fees.

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

**SECTION 1. Background.** The parties each certify the correctness and accuracy of the facts recited in the agreement and adopt the same as a statement of their principal reasons for entering this Indemnification Agreement.

**SECTION 2. Electrical Extension Fees.** Fieldstone Homes Utah represents that the following statements are true and correct:

- a. Fieldstone Homes Utah paid to City the Electrical Extension Fee in the amount of \$65,271.77 as part of the requirements of the Development Agreement;
- b. Fieldstone Homes Utah is the same entity that paid the Electrical Extension Fees to City as part of the Development Agreement in 2007; and
- c. Since paying the electrical Extension Fees to City, no third party has acquired any ownership of, interest in or claim to the Electrical Extension Fees.



**SECTION 3. Refund.** City will refund the Electrical Extension Fees to Fieldstone Homes Utah.

**SECTION 4. Release and indemnification.** Fieldstone Homes Utah shall indemnify, release and defend, with counsel of City's choice, and hold City and its employees, officers, elected officials, representatives, and agents harmless from and against any loss, damage, injury, liability, claim, lawsuit, cost, or expense of any kind or character to, from or by any unaffiliated third party.

**SECTION 5. Agreement Approval.** The Indemnification Agreement, substantially in the form attached as EXHIBIT 1, is approved and shall be executed by Springville City's Mayor.

**SECTION 6. Effective Date.** This resolution shall become effective immediately upon passage.

**PASSED AND APPROVED** this 16<sup>th</sup> day of February 2021.

ATTEST

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

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

**EXHIBIT 1**

**INDEMNIFICATION AGREEMENT BETWEEN THE CITY AND FIELDSTONE HOMES  
UTAH, LLC.**

## INDEMNIFICATION AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Fieldstone Homes Utah, LLC, a Utah limited liability company, located at 12896 S. Pony Express Road, Suite 400, Draper, Utah 84020 ("Fieldstone"), and Springville City, a municipal corporation, located at 110 South Main Street, Springville, Utah 84663 ("City").

### BACKGROUND

A. On September 3, 2007, the parties entered into an agreement entitled, "Residential Development Agreement, Jessie's Brook Subdivision - Plat E" (the "Development Agreement"). The Development Agreement is attached as Exhibit A.

B. In accordance with Section 12 of the Development Agreement (itemized on Exhibit F), Fieldstone paid City the amount of \$65,271.77 to install all required electrical extension fees for the Jessie's Brook Subdivision - Plat E (the "Electrical Extension Fees").

C. After paying the Electrical Extension Fees, Fieldstone decided not to develop the Jessie's Brook Subdivision - Plat E (the "Subdivision").

D. Fieldstone eventually sold the Subdivision property to another developer, which developer paid electrical extension fees to develop the subject property.

E. The Electrical Extension Fees were not part of Fieldstone's transaction in selling the Subdivision property.

F. City has held the Electrical Extension Fees since the time that Fieldstone paid the Electrical Extension Fees, and City wants to clear the fees off of the City's financial records.

G. The parties desire to enter into this Agreement wherein City will refund to Fieldstone the Electrical Extension Fees in return for Fieldstone agreeing to release and indemnify the City for any claims related to the Electrical Extension Fees.

**NOW THEREFORE**, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants of the parties set forth herein, the parties hereto hereby agree as follows:

1. **Background.** The parties each certify the correctness and accuracy of the facts recited above and adopt the same as a statement of their principal reasons for entering this Agreement.

2. **Electrical Extension Fees.** Fieldstone represents that the following statements are true and correct:

- a. Fieldstone paid to City the Electrical Extension Fees in the amount of \$65,271.77 as part of the requirements of the Development Agreement;
- b. Fieldstone is the same entity that paid the Electrical Extension Fees to City as part of the Development Agreement in 2007; and

c. Since paying the Electrical Extension Fees to City, no third party has acquired any ownership of, interest in or claim to the Electrical Extension Fees.

3. **Refund.** City will refund the Electrical Extension Fees to Fieldstone.

4. **Release and Indemnification.** Fieldstone shall indemnify, release and defend, with counsel of City's choice, and hold City and its employees, officers, elected officials, representatives, and agents harmless from and against any loss, damage, injury, liability, claim, lawsuit, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to, from or by any unaffiliated third party, Fieldstone, Fieldstone's agents and/or any other person or entity, arising from or relating to (i) City refunding the Electrical Extension Fees to Fieldstone, (ii) any violation by Fieldstone of any law or regulation, (iii) any breach by Fieldstone of its obligations under this Agreement. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

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

**SPRINGVILLE CITY**

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

Richard J. Child, Mayor

Attest:

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

**FIELDSTONE HOMES UTAH, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBT A**

**Residential Development Agreement - Jessies Brook Subdivision Plat E**

Springville City Corporation  
50 South Main  
Springville, Utah 84663

See Page 20 for amount and other information

ENT 34398:2008 PG 1 of 21  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2008 Mar 24 4:58 pm FEE 0.00 BY ED  
RECORDED FOR SPRINGVILLE CITY CORPORATIO

## RESIDENTIAL DEVELOPMENT AGREEMENT JESSIE'S BROOK SUBDIVISION - PLAT "E"

This RESIDENTIAL DEVELOPMENT AGREEMENT is entered into as of September 3, 2007 by and between Fieldstone Homes Utah, LLC (hereinafter referred to as "Developer") located at 1265 Fort Union Blvd, Suite 350, Cottonwood Heights, Utah 84047, as Developer of certain real property located in Springville, Utah and more particularly described on Exhibit "A" attached hereto and by reference incorporated herein, on which Developer proposes the development of residential homes entitled Jessie's Brook Subdivision (hereinafter referred to as the "Project"), and SPRINGVILLE CITY, a municipality of the State of Utah (hereinafter referred to as "City") located at 50 South Main, Springville, Utah 84663.

### RECITALS

- A. Developer owns real property located in Springville City, Utah County, Utah, located at approximately 1300 West 1200 South, established by the Plat plan in Exhibit "A" that is attached and incorporated by reference ("the Property").
- B. 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, as currently anticipated, consists of nine (9) phases in the form, design, and plan set forth on the approved Preliminary Plat attached as Exhibit "B" hereto. The City has previously approved Phases A through D, and which developer has or is causing to be developed. The City has issued to Developer final plat approval for Plat E of the Project (the 5<sup>th</sup> phase).
- C. 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.

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

### TERMS

1. **Definitions.**

When used in this Agreement, each term shall have the meaning set forth below or elsewhere in this Agreement unless such meaning is clearly precluded by the context in which the term is used.

- (a) "City" means Springville City, a municipality and political subdivision of the State of Utah.

(b) "Developer" means Fieldstone Homes, and/or, as applicable, its successors and assigns.

(c) "Property" means the real property described in Exhibit "A" that is incorporated by reference.

(d) "Plat E" means the phase and portion of the Property approved by the City to be developed pursuant to this Agreement.

(e) "Existing Land Use Regulations" means those Land Use Regulations in effect as of the date of this Agreement, including any modifications that are approved pursuant to the terms of this Agreement as set forth herein.

(f) "Land Use Regulations" means those laws, statutes, ordinances, resolutions, codes, rules, regulations, official policies and actions of the City, including approvals and permits of every kind and character, 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. The term "Land Use Regulations" does not include regulations relating to the conduct of businesses, professions and occupations generally, such as applications for business licensing, taxes and assessments other than development exactions, regulations for the control and abatement of nuisances, encroachment and other permits and the conveyances of rights and interests that provide for the use of or entry upon public property, and any exercise of the power of eminent domain.

## 2. Improvements

This is a formal agreement between the Developer and the City for public facilities service to be provided to and within Plat E of the Project (the "Improvements"). Developer understands, acknowledges and agrees that all public facilities including but not limited to water lines, sewer lines, electric lines, storm drainage lines, roads, detention basins and other facilities necessary to service Plat E of the Project must be installed at Developer's sole cost and expense before the City will provide service to Plat E of the Project. Developer agrees to construct the required Improvements as represented on the plans approved by City, in accordance with Springville City Codes and the Springville City Standard Specifications and Drawings.

### Storm Drainage – Temporary Detention Facility

Pursuant to City Policy #PWSD-042507, the Developer shall construct a temporary detention facility to the specifications and standards as shown on the Developer's Plat "E" plan, attached hereto as Exhibit "C." As part of the onsite temporary detention basin, the Developer shall also perform all of the following:



- (a) *Offsite Developer Installed Pipelines.* Within one year of the date of this Agreement, the Developer shall install a twenty-four (24) inch offsite storm drainage pipeline from the Property to the location of the sub-basin outlet as required by the Storm Drainage Master Plan (the "Master Plan"). The said Pipeline shall be installed in accordance with the elevations, slopes, placement and other specifications and standards as provided by the City's Engineer; however, all engineering shall be done by the Developer. The City agrees to assist the Developer in any negotiations to obtain the needed easements for the offsite pipelines; however, it is the Developer's responsibility to obtain all required easements.
- (b) *Oversized Pipeline.* Any offsite pipeline greater than eighteen (18) inches is considered an oversized pipeline by the Master Plan. In consideration of upsizing the offsite pipeline from 18 inches to 24 inches, the City will pay Developer Twenty-nine Thousand Four Hundred Nineteen Dollars (\$29,419.00) within thirty (30) days after the offsite pipeline has been inspected and accepted by the City.
- (c) *Term of Temporary Facility and Maintenance.* The temporary detention facility shall remain in place until the first permanent downstream storm sewer detention basin (the "Regional Basin") for which Jessie's Brook Subdivision Plat "E" drains into is constructed pursuant to the Master Plan. The Developer shall ensure that the landscaping for the temporary detention facility is properly maintained until the Regional Basin is constructed.
- (d) *Detention Basin Maintenance Easement.* Prior to final approval of the temporary drainage facility, the Developer shall convey a temporary easement to the City that grants the City the right of ingress and egress upon the property occupied by the temporary detention basin to assure that the land on which the temporary drainage facility lies is used for its designated purpose and is properly maintained and controlled until such time as the permanent Regional Basin is constructed upon which City will vacate said temporary easement.

### 3. Materials

Developer will furnish all materials, supplies, tools, equipment, labor, and other services necessary for construction and completion of Plat E of the Project as described herein, excluding primary power infrastructure. City will provide all materials, supplies, tools, equipment, labor, and other services necessary for construction and completion of primary power service.

### 4. Commencement

Developer will not commence the Improvements on Plat E of the Project until all authority required by Springville City Code is received. Upon the City Council's final subdivision plat approval for Plat E of the Project and the City's approval of construction of the

Improvements for Plat E, which approvals have already been received, Developer shall have one (1) year to complete Improvements for such approved phase. If the Improvements are not completed within the one (1) year period, a public hearing will be scheduled and the City Council may declare the performance guarantee forfeited if the improvements or corrections are not complete.

Notwithstanding the previous paragraph, if Developer (1) furnishes two separate bonds as allowed under Paragraph 8, (2) utilizes its best efforts to complete the offsite storm drain improvements, and (3) is unable to complete the offsite storm drain improvements because of any reason other than Developer's own fault, the one (1) year period to complete the offsite storm drain improvements may be extended for a period of six (6) months or a period of time that is mutually acceptable by both parties.

5. **Inspections**

Developer is responsible to request all inspections necessary under the Springville City Code. 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. City shall perform inspections as soon as possible following the applicable request in accordance with its inspection policy.

6. **Ownership**

Developer shall retain ownership of Improvements constructed for Plat E of the Project and shall remain solely responsible for all necessary maintenance, repairs and replacements of the Improvements prior to final approval of the work by the City. Upon completion of the required Improvements and after acceptance of the Improvements by the City, Developer shall assign and convey to the City all of Developer's right, title and interest in the Improvements, and Developer shall have no further interest in the Improvements. Developer shall be responsible to repair or replace defective or damaged Improvements during the guarantee period (as set forth in Section 8 below). Thereafter, the City shall be responsible to maintain, repair and replace the Improvements.

7. **Connecting to Improvements**

Developer agrees that connections to the Improvements that occur before: (1) The City accepts those Improvements and (2) Developer assigns and conveys such Improvements to the City, are made at the Developer's risk. The City shall not issue use and occupancy permits for residential units within the phase until such time as Developer assigns and/or conveys such Improvements to the City.

8. **Bonds**



Developer acknowledges and agrees that a bond is required for Plat E of the Project. Developer shall have the option to either furnish the City with a Performance Bond for the entirety of all required Improvements for Plat E of the Project, including offsite storm drainage improvements, or to furnish two separate bonds, one for Plat E improvements without offsite storm drainage improvements and one for the offsite storm drainage improvements.

The Developer will furnish to the City a Performance Bond in an amount required by Springville City but not to exceed one hundred twenty five percent (125%) of the engineer's estimate price for faithful completion of the Improvements. In the event the Developer elects to furnish two bonds, one for Plat E of the Project without offsite storm drainage improvements and one for the offsite storm drainage improvements, both bonds will be in an amount required by the City but not to exceed one hundred twenty five percent (125%) of the engineer's estimate price for faithful completion of the improvements for which each bond is furnished. The engineer's estimated price is attached as Exhibit "D".

If the Project is developed in phases, the performance bond(s) shall be furnished with respect to each plat in the amount for the Improvements in such plat at the time of recordation of each such plat. The Bond(s) may be released with respect to each plat in accordance with current City policy with the exception of a durability retainage. A retainage of not less than ten percent (10%) of the Bond(s) shall be held to guarantee the durability of the Improvements, including all offsite storm drainage improvements, in each plat for two (2) years after the acceptance by the City of the Improvements with respect to each plat.

9. **Reimbursable Improvements**

Other than the upsizing of the offsite storm drainage pipeline, as more particularly described in paragraph 2, the City has not required Improvements on Plat E of the Project which are larger than would be required to serve Plat E of the Project only. Therefore, the only reimbursable improvements required by developer for Plat E of the Project is the upsizing of offsite storm drainage pipeline. The City shall reimburse the Developer for the upsizing of the offsite storm drainage pipeline in accordance with paragraph 2. The schedule for Reimbursable Improvements is attached as Exhibit "E."

10. **Line Extension**

The parties hereto acknowledge and agree that certain off-site extensions of utilities may be needed in order for the Development to proceed. Developer desires to commence Plat E of the Project prior to the time City would otherwise install these improvements. Therefore, Developer agrees to install off-site extension of utilities at Developer's sole cost. Developer will dedicate these utilities to the City as part of Plat E of the Project after they have been installed and inspected.

11. Water Shares

Developer agrees to provide City with one share of Springville Irrigation Company first class water right, or its equivalent, for each acre developed prior to recording of any plat. The total amount of water shares to be tendered with the development of the Project is 175 shares, or its equivalent. In August of 2004, 68.9 shares were tendered as part of Plat A of which 61 shares were required and 7.9 shares were credited towards future plats E and F. Developer is required to tender a total of 12.12 shares for Plat E. After applying the 7.9 credited shares for Plat E, Developer shall tender to the City 4.22 shares or equivalent for Plat E of the Project. Any subsequent phase of the development will require one first class share of Springville Irrigation Company per acre or equivalent prior to plat recordation.

12. Electrical Extension Fees

Developer agrees to pay an electrical extension fee as calculated by Springville City and attached as Exhibit "F."

13. Impact Fees

Developer acknowledges that the City is currently considering adoption of storm drain impact fees and the City is also considering changes to other impact fees ("Impact Fees"). At the time that Developer obtains building permits for residential units within Plat E of the Project, Developer agrees to pay any Impact Fees in accordance with then applicable City ordinances either by direct payment or by credit/offset for amounts otherwise reimbursable to Developer pursuant to Section 9 above.

14. Recording Fees

Developer agrees to pay recording fees of \$65.00 for Plat E. For future phases it is anticipated that recording fees will be thirty dollars (\$30.00) per Vellum and an additional One Dollar (\$1.00) per lot within the Project.

15. Copies

Standard photocopies made by the City shall be charged to the Developer at Twenty Cents (\$0.20) per sheet. The City further requires a large (24"x36") and one small (11"x17") copy of the recorded plat. Developer may also request additional copies for Developer's own use. Copies are Four Dollars (\$4.00) for large copies and Two Dollars (\$2.00) for small copies.

16. Conditions, Covenants and Restrictions (CC&R's)

CC&R's shall be provided by the Developer. Recording fees are including in the recording fees for Plat E set forth in paragraph 14 above.

17. **Landscaping**

Developer agrees to complete all landscaping within the dedicated open spaces and in accordance with Springville City code and specifications. The landscaping and irrigation system will be installed prior to final inspection with respect to each plat. A landscaping plan has been attached as Exhibit "G."

18. **Street Trees**

Developer agrees to provide street trees in accordance with the approved landscaping plan. In lieu of the Developer installing, maintaining and providing a warranty on the trees, Developer desires to pay \$295.00 per street tree shown on the approved landscape plan. Upon payment, Springville City will be responsible to purchase, install and maintain street trees for the first two years after planting. Street trees will be planted during the appropriate planting season after at least 80% of each neighborhood (each Plat) is built.

19. **Phasing**

The Project shall be completed in a total of nine (9) phases. Developer agrees to install all Improvements as set forth on the plats for Plat E within one (1) year of this Agreement. Within twelve (12) months of this Agreement, Developer must submit a completed application to commence the next subsequent plat. Likewise, Developer shall submit an application for plat approval for each subsequent phase of the Project within twelve (12) months of final subdivision plat approval and recordation for the immediately preceding phase of the Project.

20. **Westfields Overlay Zone Participation/Minimum Requirements**

In accordance with City ordinance, the following are minimum standards for single-family detached dwellings developed in the Westfields.

- (a) The same elevation may not be used on the adjacent two lots on either side of the subject property or the five lots across the street from the subject property on any block length.
- (b) No garage shall occupy more than 40% of the total building frontage. This measurement does not apply to garages facing on a carriage way, or setback at least 20 feet from the front of the house or that are side loaded.
- (c) In any lot with street frontage of 60' or less that includes a carriage way, all required parking shall be accessed from the carriage way. The required parking shall be setback a minimum of five feet from the rear property line.

- (d) Front loaded garages on lots with street frontage of 60' or less must be setback a minimum of 20' from the required front setback of the house.
- (e) Single-family detached houses may have a roof pitch of no less than 5/12.
- (f) All walls which face a public street must contain at least 25% of the wall space in windows or doors.
- (g) Primary entrances shall face the public street and sidewalk.
- (h) Windows shall not be flush with exterior walls. They shall be recessed or treated with a trim.
- (i) The use of materials must be consistent on the front and side for houses on interior lots and all sides of the house for corner lots.

21. Westfields Overlay Zone Participation/Bonus

The Developer has chosen to participate in the Westfield Density Bonus Program. While the density will not actually be increased above the baseline as included in Springville City Code §11-5-405, the Developer will benefit from variation in lot size. The Developer agrees to participation of at least three percent (3%) in both the 'Parks, Open Space and Other Public Lands' and "Building Materials" categories. Participation in these two categories is a requirement for participation in the Westfield Density Bonus Program.

22. Variations Approved

No variations have been approved for Plat E of the Project.

23. Notices

Any notice which is required or which may be given pursuant to this Agreement is sufficient if in writing and sent to a party by certified or registered mail, postage prepaid, addressed as shown below:

**Developer:**

Fieldstone Homes Utah  
attn. Tom Spencer *ds*  
1265 E Fort Union Blvd, Suite 350  
Cottonwood Heights, Utah 84047

**City:**

Mayor  
Springville City  
50 South Main Street  
Springville, Utah 84663

*ml*

A party may change the address for notice to it by giving a notice pursuant to this paragraph.

24. **Indemnity**

Developer agrees to indemnify and hold City harmless, including reasonable attorney fees, for any all claims, demands, actions or liability whatsoever resulting from any negligent or defective construction of any Improvements constructed by the Developer or its assigns during construction, and from completion of construction until a time two (2) years after the acceptance of the Improvements by the City. Developer further agrees to indemnify the City, including reasonable attorney fees, from any and all claims, demands, actions, or liability whatsoever resulting from liens or claims on the Improvements by any persons providing materials and/or services related to such Improvements.

25. **Documents**

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

26. **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 throughout the construction period.

27. **Other Laws**

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

28. **Future Action**

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

29. **Assignment**

Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the

responsibilities under this Agreement and without the prior written consent of City, which shall not be unreasonably withheld.

30. **Entire Agreement**

This Agreement 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.

31. **Attorney Fees**

If this Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney fees and all costs of enforcement of the non-breaching party.

32. **Severability**

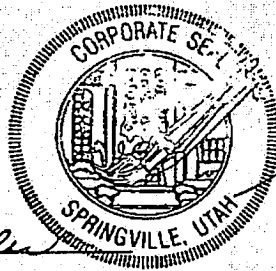
Should any portion or paragraph of this Agreement be declared invalid or unenforceable, the remaining portions or paragraphs of the Agreement shall remain valid and enforceable.

33. **Modification**

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

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

SPRINGVILLE CITY



Attest:

Vinda Allen  
CITY RECORDER

By: Gene R. Mangum  
Gene R. Mangum, Mayor

DEVELOPER

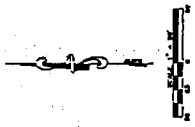
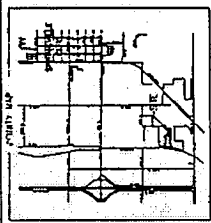
Fieldstone Homes Utah, LLC.

By: [Signature]

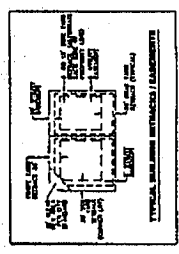
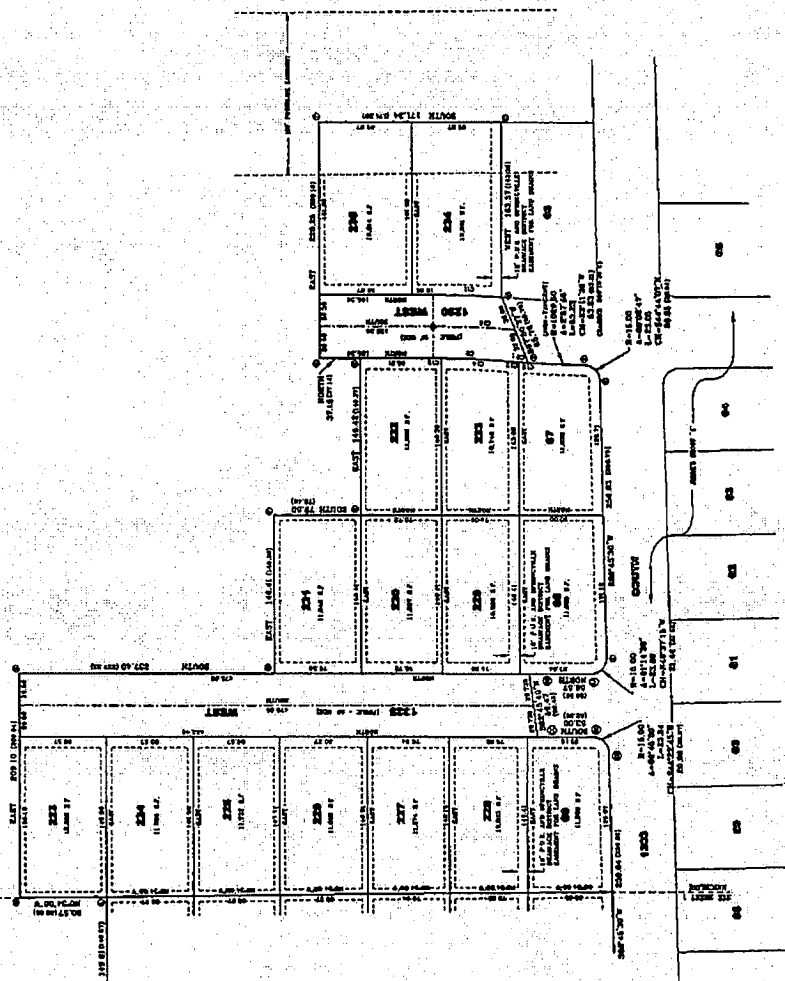
Its: Lead Dev. Mgr.







Lot No.	Area (sq. ft.)	Area (sq. m.)
223	11,000	1,014
224	11,000	1,014
225	11,000	1,014
226	11,000	1,014
227	11,000	1,014
228	11,000	1,014
229	11,000	1,014
230	11,000	1,014
231	11,000	1,014
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296	11,000	1,014
297	11,000	1,014
298	11,000	1,014
299	11,000	1,014
300	11,000	1,014



**DPI**  
 2000 W. 10th St.  
 Suite 100, Lincoln, NE 68502  
 Phone: (402) 441-1111  
 Fax: (402) 441-1112

PLAT "E"  
 (SHEET 2 OF 2)  
**JESSIE'S BROOK**  
 (INCLUDES THE MAPS OF LOTS 27-79, PLAT "A", JESSIE'S BROOK SUBDIVISION)  
 ACCIDENTAL SUBDIVISION  
 SHERIDANVILLE  
 PLAT "E", 2d EDITION  
 DATE OF DEPOSIT: 08/11/2008  
 COUNTY: DEWEESE  
 STATE: OHIO

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EXIST A

2 of 2

*ad*



OVERALL PLAN  
 JESSIE'S BROOK PLAT #1

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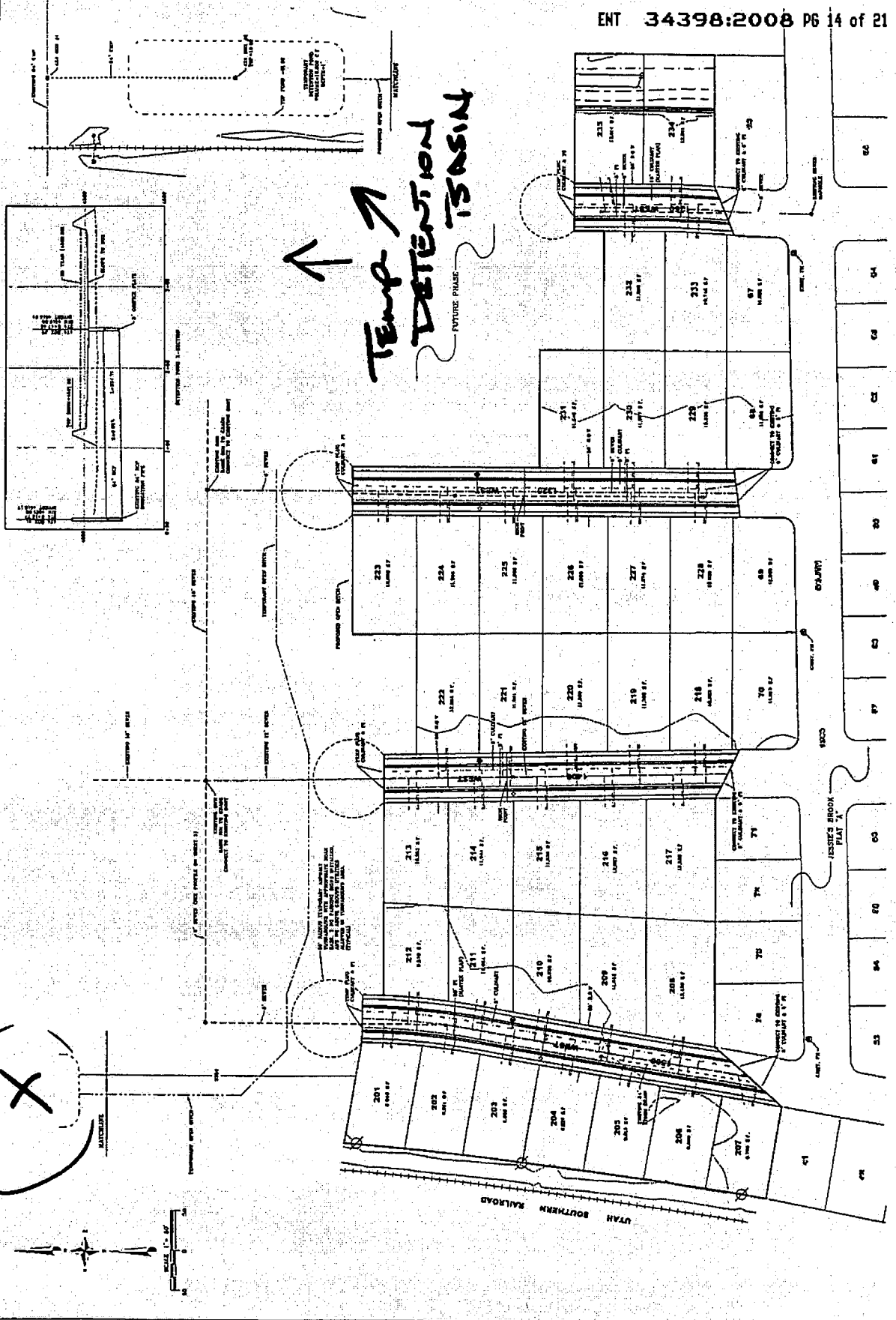


EXHIBIT C

*[Handwritten signature]*

# EXHIBIT D

## SPRINGVILLE CITY Jessie's Brook E Subdivision Bond Form

Subdivision Name	Jessie's Brook Phase E	Owner	Fieldstone Homes	Date	11/30/2007
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	1847	lf	\$ 20.61	\$ 38,066.67		\$ -		\$ -
Sewer Man Hole	6	ea	\$ 1,980.70	\$ 11,884.20		\$ -		\$ -
Sewer Service	35	ea	\$ 754.37	\$ 26,402.95		\$ -		\$ -
Air Test	1847	lf	\$ 0.82	\$ 1,514.54		\$ -		\$ -
Deflection Test	1847	lf	\$ 0.82	\$ 1,514.54		\$ -		\$ -
Jet Cleaning	1847	lf	\$ 0.38	\$ 701.86		\$ -		\$ -
Televising	1847	lf	\$ 0.55	\$ 1,015.85		\$ -		\$ -
Manhole Vacuum Test	6	ea	\$ 59.00	\$ 354.00		\$ -		\$ -
Concrete MH Collars	6	ea	\$ 389.40	\$ 2,336.40		\$ -		\$ -
Engineered Fill	4829	ton	\$ 15.00	\$ 72,434.77		\$ -		\$ -
<b>Total Sewer</b>				<b>\$ 156,225.78</b>		<b>\$ -</b>		<b>\$ -</b>

### Water

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
8 Inch Water Main	1381	lf	\$ 16.37	\$ 22,606.97		\$ -		\$ -
10 Inch Water Main	180	lf	\$ 21.00	\$ 3,780.00		\$ -		\$ -
Water Valves		ea	\$ 852.02	\$ -		\$ -		\$ -
Cncrt Valve Box Collars	3	ea	\$ 259.60	\$ 778.80		\$ -		\$ -
1 Inch Water Service	35	ea	\$ 792.06	\$ 27,722.10		\$ -		\$ -
2 Inch Water Blowoff		ea	\$ 750.43	\$ -		\$ -		\$ -
Fire Hydrants	3	ea	\$ 2,507.45	\$ 7,522.35		\$ -		\$ -
Tracer Wire	1381	lf	\$ 0.20	\$ 276.20		\$ -		\$ -
High Chlorine Test		ea	\$ 30.00	\$ -		\$ -		\$ -
Pressure Test		sc	\$ 100.00	\$ -		\$ -		\$ -
Bacteria Test		ea	\$ 100.00	\$ -		\$ -		\$ -
Engineered Fill	1233	ton	\$ 15.00	\$ 18,491.69		\$ -		\$ -
<b>Total Water</b>				<b>\$ 81,178.11</b>		<b>\$ -</b>		<b>\$ -</b>

### Pressurized Irrigation

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
6 Inch Main	1093	lf	\$ 12.32	\$ 13,465.76		\$ -		\$ -
20 Inch Main	504	lf	\$ 58.56	\$ 29,514.24		\$ -		\$ -
6 Inch Water Valves		ea	\$ 658.75	\$ -		\$ -		\$ -
Cncrt Valve Box Collars	0	ea	\$ 259.60	\$ -		\$ -		\$ -
2 Inch Irrigation Blowoff		ea	\$ 1,065.98	\$ -		\$ -		\$ -
1 Inch Service	35	ea	\$ 543.44	\$ 19,020.40		\$ -		\$ -
2" Double Lateral		ea	\$ 765.32	\$ -		\$ -		\$ -
Tracer Wire	1093	lf	\$ 0.20	\$ 218.60		\$ -		\$ -
Pressure Test		sc	\$ 100.00	\$ -		\$ -		\$ -
Engineered Fill	1971	ton	\$ 15.00	\$ 29,558.38		\$ -		\$ -
<b>Total PI</b>				<b>\$ 91,777.38</b>		<b>\$ -</b>		<b>\$ -</b>

### Storm Drain

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
12 Inch Drain (HDPE)		lf	\$ 22.25	\$ -		\$ -		\$ -
15 Inch Drain (RCP)	31	lf	\$ 25.09	\$ 777.79		\$ -		\$ -
24 Inch Drain (RCP)	235	lf	\$ 36.79	\$ 8,645.65		\$ -		\$ -
60" Storm Man Hole	0	ea	\$ 2,589.70	\$ -		\$ -		\$ -
4'x4' Storm Box	2	ea	\$ 2,600.00	\$ 5,200.00		\$ -		\$ -
Storm Inlet Box (2x3x4)	2	ea	\$ 1,572.66	\$ 3,145.32		\$ -		\$ -
Pre-Treatment Storm Inlet Box	0	ea	\$ 2,522.96	\$ -		\$ -		\$ -
SD Inlet Tie-Ins	2	ea	\$ 177.00	\$ 354.00		\$ -		\$ -
Televising	266	lf	\$ 0.55	\$ 146.30		\$ -		\$ -
Engineered Fill	191	ton	\$ 15.00	\$ 2,862.06		\$ -		\$ -
<b>Total Storm</b>				<b>\$ 21,131.12</b>		<b>\$ -</b>		<b>\$ -</b>

# EXHIBIT D

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### Streets

Improvement	Quantity	Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
Clear & Grub	9775	qu/yd \$ 1.25	\$ 12,218.75		\$ -		\$ -
3" Asphalt	43820	sf \$ 2.50	\$ 109,550.00		\$ -		\$ -
Street - Road Base	2057	ton \$ 18.00	\$ 37,022.06		\$ -		\$ -
Imported Fill	2678	ton \$ 15.00	\$ 40,168.33		\$ -		\$ -
30" Curb & Gutter	3157	lf \$ 13.50	\$ 42,619.50		\$ -		\$ -
Curb Road Base	440	ton \$ 18.00	\$ 7,917.76		\$ -		\$ -
5' Cross Gutter		sf \$ 6.52	\$ -		\$ -		\$ -
Cross Gutter Road Base	0	ton \$ 18.00	\$ -		\$ -		\$ -
5' Sidewalk	3157	lf \$ 18.50	\$ 58,404.50		\$ -		\$ -
SW Road Base	367	ton \$ 18.00	\$ 6,598.13		\$ -		\$ -
Pedestrian ADA Ramp		ea \$ 1,200.00	\$ -		\$ -		\$ -
1" Overlay		sf \$ 0.24	\$ -		\$ -		\$ -
Survey Monuments		ea \$ 500.00	\$ -		\$ -		\$ -
<b>Total Streets</b>			<b>\$ 314,499.03</b>		<b>\$ -</b>		<b>\$ -</b>

### Electric, Landscaping & Misc.

Improvement	Quantity	Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
Street Lights	0	ea \$ 1,500.00	\$ -		\$ -		\$ -
Electrical Conduit		lot \$ 120.00	\$ -		\$ -		\$ -
SWPPP/Erosion Control	1	ls \$ 2,500.00	\$ 2,500.00		\$ -		\$ -
Detention Pond	1	ls \$ 5,600.00	\$ 5,600.00		\$ -		\$ -
Mobilization	1	ls \$ 5,000.00	\$ 5,000.00		\$ -		\$ -
Trench Backfill		ton \$ 6.25	\$ -		\$ -		\$ -
Temp Turn Around	4	ea \$ 5,000.00	\$ 20,000.00		\$ -		\$ -
As-Built Drawings	1	ls \$ 3,000.00	\$ 3,000.00		\$ -		\$ -
<b>Total Other</b>			<b>\$ 36,100.00</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Totals</b>			<b>\$ 700,911.41</b>		<b>\$ -</b>		<b>\$ -</b>

1st Release	
2nd Release	
3rd Release	
4th Release	
<b>Total</b>	<b>\$ -</b>

Percent Complete		0%
Percent Release		0%
Total Release		\$ -
15% Contingenc	\$ 105,136.71	\$ -
10% Warranty	\$ 70,091.14	\$ -
<b>Totals</b>	<b>\$ 876,139.27</b>	<b>\$ -</b>

Less Prior Draws  
Amount Due This Draw      \$ 0.00

**Remaining Balance      \$ 876,139.27**

Street Signs	Each	Total
	\$ 200.00	\$ -
Inspection Fees		\$ 3,925.00

Signatures:

Bradley D. Stapley -PW Admin

Jeffrey L. Anderson - Senior Engineer

David R. Andreason - PW Inspector

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

Developer \_\_\_\_\_

*[Handwritten Signature]*

# EXHIBIT D

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## SPRINGVILLE CITY

### Jessie's Brook E Subdivision- Offsite Storm Drain Bond Form

Subdivision Name		Owner		Date
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		If	\$ 20.61	\$ -		\$ -		\$ -
Sewer Man Hole		ea	\$ 1,980.70	\$ -		\$ -		\$ -
Sewer Service	0	ea	\$ 754.37	\$ -		\$ -		\$ -
Air Test	0	If	\$ 0.82	\$ -		\$ -		\$ -
Deflection Test	0	If	\$ 0.82	\$ -		\$ -		\$ -
Jet Cleaning	0	If	\$ 0.38	\$ -		\$ -		\$ -
Televising	0	If	\$ 0.55	\$ -		\$ -		\$ -
Manhole Vacuum Test	0	ea	\$ 59.00	\$ -		\$ -		\$ -
Concrete MH Collars	0	ea	\$ 389.40	\$ -		\$ -		\$ -
Engineered Fill	0	ton	\$ 15.00	\$ -		\$ -		\$ -
<b>Total Sewer</b>				\$ -		\$ -		\$ -

#### Water

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
8 Inch Water Main		If	\$ 16.37	\$ -		\$ -		\$ -
Water Valves		ea	\$ 852.02	\$ -		\$ -		\$ -
Cncrt Valve Box Collars	0	ea	\$ 259.60	\$ -		\$ -		\$ -
1 Inch Water Service		ea	\$ 792.06	\$ -		\$ -		\$ -
2 Inch Water Blowoff		ea	\$ 750.43	\$ -		\$ -		\$ -
Fire Hydrants		ea	\$ 2,507.45	\$ -		\$ -		\$ -
Tracer Wire	0	If	\$ 0.20	\$ -		\$ -		\$ -
High Chlorine Test		ea	\$ 30.00	\$ -		\$ -		\$ -
Pressure Test		sc	\$ 100.00	\$ -		\$ -		\$ -
Bacteria Test		ea	\$ 100.00	\$ -		\$ -		\$ -
Engineered Fill	0	ton	\$ 15.00	\$ -		\$ -		\$ -
<b>Total Water</b>				\$ -		\$ -		\$ -

#### Pressurized Irrigation

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
6 Inch Main		If	\$ 12.32	\$ -		\$ -		\$ -
6 Inch Water Valves		ea	\$ 658.75	\$ -		\$ -		\$ -
Cncrt Valve Box Collars	0	ea	\$ 259.60	\$ -		\$ -		\$ -
2 Inch Irrigation Blowoff		ea	\$ 1,065.98	\$ -		\$ -		\$ -
1 Inch Service		ea	\$ 543.44	\$ -		\$ -		\$ -
2" Double Lateral		ea	\$ 765.32	\$ -		\$ -		\$ -
Tracer Wire	0	If	\$ 0.20	\$ -		\$ -		\$ -
Pressure Test		sc	\$ 100.00	\$ -		\$ -		\$ -
Engineered Fill	0	ton	\$ 15.00	\$ -		\$ -		\$ -
<b>Total PI</b>				\$ -		\$ -		\$ -

#### Storm Drain

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
12 Inch Drain (HDPE)		If	\$ 22.25	\$ -		\$ -		\$ -
15 Inch Drain (RCP)		If	\$ 25.09	\$ -		\$ -		\$ -
24 Inch Drain (RCP)	780	If	\$ 28.67	\$ 22,362.60		\$ -		\$ -
60" Storm Man Hole	3	ea	\$ 2,589.70	\$ 7,769.10		\$ -		\$ -
48" Sump		ea	\$ 2,200.00	\$ -		\$ -		\$ -
Storm Inlet Box (2x3x4)		ea	\$ 1,572.66	\$ -		\$ -		\$ -
Pre-Treatment Storm Inlet Box		ea	\$ 2,522.96	\$ -		\$ -		\$ -
SD Inlet Tie-Ins		ea	\$ 177.00	\$ -		\$ -		\$ -
Televising	780	If	\$ 0.55	\$ 429.00		\$ -		\$ -
Engineered Fill	620	ton	\$ 15.00	\$ 9,295.00		\$ -		\$ -
<b>Total Storm</b>				\$ 39,855.70		\$ -		\$ -

*[Handwritten Signature]*

# EXHIBIT D

4 of 4

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## Streets

Improvement	Quantity	Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
Clear & Grub		qu/yd \$ 1.25	\$ -		\$ -		\$ -
3" Asphalt	0	sf \$ 2.50	\$ -		\$ -		\$ -
Street - Road Base	0	ton \$ 18.00	\$ -		\$ -		\$ -
Imported Fill	0	ton \$ 15.00	\$ -		\$ -		\$ -
30" Curb & Gutter		lf \$ 13.50	\$ -		\$ -		\$ -
Curb Road Base	0	ton \$ 18.00	\$ -		\$ -		\$ -
5' Cross Gutter		sf \$ 6.52	\$ -		\$ -		\$ -
Cross Gutter Road Base	0	ton \$ 18.00	\$ -		\$ -		\$ -
5' Sidewalk	0	lf \$ 12.50	\$ -		\$ -		\$ -
SW Road Base	0	ton \$ 18.00	\$ -		\$ -		\$ -
Pedestrian ADA Ramp		ea \$ 1,200.00	\$ -		\$ -		\$ -
1" Overlay		sf \$ 0.24	\$ -		\$ -		\$ -
Survey Monuments		ea \$ 500.00	\$ -		\$ -		\$ -
<b>Total Streets</b>			\$ -		\$ -		\$ -

## Electric, Landscaping & Misc.

Improvement	Quantity	Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
Street Lights		ea \$ 1,500.00	\$ -		\$ -		\$ -
Electrical Conduit		lot \$ 120.00	\$ -		\$ -		\$ -
SWPPP/Erosion Control		ls \$ 6,800.00	\$ -		\$ -		\$ -
Detention Pond		ls \$ 12,750.00	\$ -		\$ -		\$ -
Mobilization		ls \$ 3,238.83	\$ -		\$ -		\$ -
Trench Backfill		ton \$ 6.25	\$ -		\$ -		\$ -
10' AC Trail		lf \$ 29.39	\$ -		\$ -		\$ -
As-Built Drawings	1	ls \$ 3,000.00	\$ 3,000.00		\$ -		\$ -
<b>Total Other</b>			\$ 3,000.00		\$ -		\$ -
<b>Totals</b>			\$ 42,855.70		\$ -		\$ -
						Percent Complete	0%
						Percent Release	0%
						<b>Total Release</b>	\$ -

1st Release	
2nd Release	
3rd Release	
4th Release	
<b>Total</b>	\$ -

15% Contingenc	\$ 6,428.36						\$ -
10% Warranty	\$ 4,285.57						\$ -
<b>Totals</b>	<b>\$ 53,569.63</b>						\$ -

Less Prior Draws	\$ 0.00
Amount Due This Draw	\$ -

<b>Remaining Balance</b>	<b>\$ 53,569.63</b>
--------------------------	---------------------

Street Signs	Each	Total
	\$ 200.00	\$ -
<b>Inspection Fees</b>		

Signatures:

Bradley D. Stapley -PW Admin

Jeffrey L. Anderson - Senior Engineer

David R. Andreason - PW Inspector

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

Developer \_\_\_\_\_



### EXHIBIT "E" - Reimbursable Improvements

Project: Jessie's Brook Plat E  
 Developer: Fieldstone Homes  
 Date: 12/26/2007  
 Prepared By: Jeff Anderson, Senior Engineer

Utility	Line Size per Plans	Minimum Line Size	Zone	Length (ft)	Material	Unit Cost	Min Size Unit Cost	Upsize Cost
*Storm Water	24"	18"	Residential	780	Concrete	\$ 17.60	\$ 14.42	\$ 2,480
**PI	20"	8"	Residential	504	C-900	\$ 57.41	\$ 10.25	\$ 23,769

Water Fittings	Size	Min Size	Zone	Quantity	Material	Unit Cost	Min Size Unit Cost	Upsize Cost
PI Water Valve Reducer (20" x 8")	20"	8"	Residential	1		\$ 2,401.86	\$ 690.41	\$ 1,711
				1		\$ 1,458.73		\$ 1,459

SD UP-SIZE COST= \$ 2,480  
 PI UP-SIZE COST= \$ 26,939  
 TOTAL UP-SIZE COST= \$ 29,419

\*All Storm Drain lines within the street section shall be RCP. Outside of the street section ADS may be used upon approval by the City Engineer.

\*\*PI Water lines shall be C-900, DR-18 or C-905 (for 14" or above) purple pipe.

\*\*\* Price quote for 18" and 24" RCP was obtained from a local supplier on 12/26/07  
 Price quote for 8" and 20" PI line was obtained from a local supplier on 12/26/07

**SPRINGVILLE CITY ELECTRIC DEPARTMENT**

NEW RESIDENTIAL EXTENSION FEE ESTIMATE

DATE: 1/2/2008

PROJECT NAME: JESSIE'S BROOK PLAT E

**UNDERGROUND PRIMARY DISTRIBUTION MATERIAL COSTS:**

MATERIAL	QUANTITY	COST	EXTENDED
CABLE ELBOW TERMINATION KITS 1/0	19	\$35.00	\$665.00
ELBOW SURGE ARRESTER	4	\$110.00	\$440.00
INSULATED PROTECTIVE CAPS	9	\$25.28	\$227.52
GROUND RODS W/CLAMP	7	\$11.95	\$83.65
CABINET GROUNDING LUGS	14	\$3.20	\$44.80
PRIMARY JUNCTION CABINET W/BASE	1	\$992.00	\$992.00
TRANSFORMERS-50 KVA 240/120	6	\$2,650.00	\$15,900.00
TRANSFORMER BASE	6	\$185.00	\$1,110.00
TRANSFORMER SECONDARY BLOCKS	18	\$15.00	\$270.00
PRIMARY CABLE 15KV 175MIL 1/0 1-ph	2400	\$2.60	\$6,240.00
PRIMARY CABLE 15KV 175MIL 1/0 3-ph	2520	\$2.60	\$6,552.00
SECONDARY CABLE # 2 URD	300	\$1.10	\$330.00
SECONDARY CABLE # 4/0 URD	3000	\$2.50	\$7,500.00
STREET LIGHT POLES W/FIXTURE	3	\$1,100.00	\$3,300.00
SECONDARY DOME JUNCTIONS	21	\$85.00	\$1,785.00
SECONDARY SQUIDS-6pt	63	\$15.00	\$945.00
SECONDARY STREET LIGHTING J-BOXES	3	\$85.00	\$255.00
SECONDARY SQUIDS-3pt	9	\$8.50	\$76.50
ELECTRICAL TAPE 33+	25	\$3.50	\$87.50
GROUNDING CONNECTORS	40	\$5.25	\$210.00
POLYWATER CABLE LUBE	6	\$27.00	\$162.00

MATERIAL TOTAL \$47,175.97

EQUIPMENT	HOURS	RATE	
FOREMAN TRUCK	40	\$25.00	\$1,000.00
LINE TRUCK	16	\$75.00	\$1,200.00
BUCKET TRUCK	32	\$75.00	\$2,400.00
DUMP-FLAT BED	24	\$35.00	\$840.00
SINGLE REEL TRAILER	16	\$18.00	\$288.00
THREE REEL TRAILER	8	\$30.00	\$240.00
CABLE PULLER	8	\$50.00	\$400.00
<b>LABOR</b>			
LINECREW SUPERVISOR	40	\$46.05	\$1,842.00
POWER LINE TECHNICIAN-JOURNEY	40	\$38.60	\$1,544.00
POWER LINE TECHNICIAN-APPRENTICE	80	\$26.50	\$2,120.00
DESIGN AND INSPECTION	4	\$72.00	\$288.00

LABOR AND EQUIPMENT TOTAL \$12,162.00

MATERIAL TOTAL \$47,175.97

10% Contingency as per Resolution 97-12 \$5,933.80

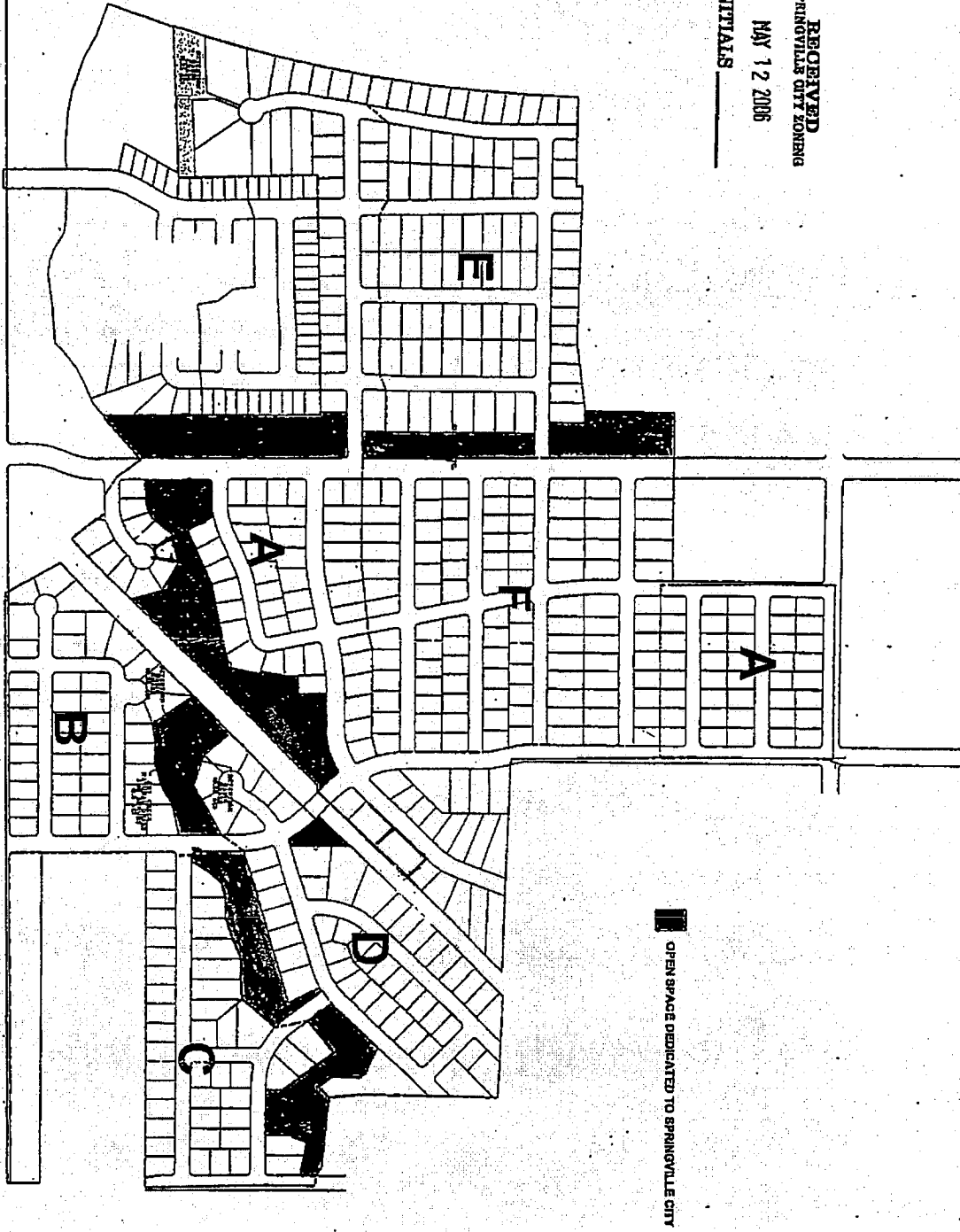
PROJECT ESTIMATED COST \$65,271.77

39 LOTS - COST PER LOT \$1,673.64

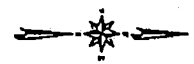
Exhibit 'G'


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RECEIVED  
SPRINGVILLE CITY ZONING  
MAY 12 2008  
INITIALS \_\_\_\_\_



OPEN SPACE DEDICATED TO SPRINGVILLE CITY



DATE	870	PLANNING	2003-464	JESSIE'S BROOK SUBDIVISION - SPRINGVILLE, UTAH	 3382 Mo. Mile St. South Park, UT 84309 801-789-6658 Fax 801-789-6233	REVISION	DATE
	45282008	10413	11X17 1" = 400'			DESCRIPTION	DATE
DATE	10/11		SHEET 1 OF 1	OPEN SPACE EXHIBIT			

*Handwritten signature*



## STAFF REPORT

**DATE:** February 6, 2021  
**TO:** The Honorable Mayor and City Council  
**FROM:** Corey Merideth, Recreation Director  
**SUBJECT:** Approval of Resolution of establishing a RAP Tax Ad Hoc Committee.

---

### **RECOMMENDED ACTION**

Motion to approve Resolution No. \_\_ that establishes a RAP Tax Ad Hoc Committee.

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

General Plan Goal - . . . to provide a wide range of opportunities and healthy experiences.

Objective 6 - 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**

Staff has been directed by Council to get a RAP Tax question on the 2020 ballot. Establishing a RAP Tax Ad Hoc Committee will be needed to successfully educate the citizens of Springville of what the tax entails.

### **FISCAL IMPACT**

If the RAP Tax Committee is successful with getting the tax passed, Springville City will receive revenue of 1/10<sup>th</sup> of 1% on most sales tax items. Estimates of the tax will produce approximately \$450,000 for the next 10 years for the direct benefit or Recreation, Arts and Parks.

Attachments:

## RESOLUTION #2021-XX

### A RESOLUTION ESTABLISHING AN AD HOC COMMITTEE TO ASSIST IN PASSING A RAP (Recreation, Arts and Parks) TAX ON 2021 BALLOT FOR SPRINGVILLE CITY.

WHEREAS, Springville City is proposing a RAP Tax vote on the 2021 ballot; and

WHEREAS, the Mayor desires to have public input and involvement in use of the tax money;

NOW, THEREFORE, be it resolved by the City Council of Springville City that the following Ad Hoc Committee be established as directed.

#### PART I:

**Ad Hoc Committee Established.** There is hereby established an Ad Hoc Committee entitled RAP Tax Committee which shall have between six (6) and ten (10) members from the general public appointed by the Mayor, with the approval of the City Council. Members of the Committee shall serve without compensation, except that the City may make provision for payment of necessary expenses incurred by them in carrying out the duties specified in this Resolution.

One (1) or two (2) members of the City Council to be designated by the Mayor shall be assigned to attend the Committee meetings. City Council members shall serve as non-voting members of the Committee. In addition, selected staff members shall attend committee meetings.

#### PART II:

**Term of Office.** Each member of the Committee, except the City Council members who serve on the Board, shall serve until their duties are completed and the 2021 vote is complete.

#### PART III:

**Organization.** The Committee shall have a chair assigned by the Mayor and may adopt rules and regulations for the conduct of its business. The Committee should meet as often as necessary to conduct necessary business. Written minutes shall be kept of each meeting and the minutes shall be forwarded to the City Council for their review.

#### PART VI:

**Powers and Duties.** The Ad Hoc Committee shall be an advisory board only.

Duties of the RAP Tax Committee shall include the following:

- (1) Assist in ideas of usage for tax revenue for Recreation, Arts and Parks;
- (2) Assist in educating the citizens on the tax and its planned usage;
- (3) Assist in public meetings associated with the project; and
- (4) Perform any other duties deemed appropriate and assigned by the Mayor.

**PART V:**

This resolution becomes effective on the day following the date of adoption.

**PASSED AND APPROVED** this 16<sup>th</sup> day of February, 2021.

END OF RESOLUTION

---

Richard Child, Mayor

ATTEST:

---

Kim Crane, City Recorder



## STAFF REPORT

**DATE:** February 10, 2021  
**TO:** Honorable Mayor and City Council  
**FROM:** Kim Crane, City Recorder  
**SUBJECT:** RANKED CHOICE VOTING FOR 2021 MUNICIPAL ELECTION

---

### RECOMMENDED MOTION

Motion to *APPROVE/DISAPPROVE* A RESOLUTION AUTHORIZING SPRINGVILLE CITY, UTAH TO PARTICIPATE IN THE MUNICIPAL ALTERNATE VOTING PILOT PROJECT FOR THE 2021 MUNICIPAL ELECTION.

### SUMMARY OF ISSUES/FOCUS OF ACTION

Effective 03/26/2019 Utah State Code 20A-4-602 allowed for municipalities to participate in the Municipal Alternate Voting Methods Pilot Project. The pilot project began January 01, 2019 and ends on January 01, 2026.

Utah State Code specifies a municipality may participate in the pilot project, in accordance with the requirements of this section and all other applicable provisions of law, during any odd-numbered year that the pilot project is in effect, if, before April 15 of the odd-numbered year, the municipality provides written notice to the Lieutenant Governor.

### DISCUSSION

Ranked Choice Voting (RCV) offers municipalities the opportunity to gain a number of reported advantages including: voters are more engaged and are able to more fully express their will; increased civility among candidates who run a more issues-based campaign; winners are selected by a majority vote; taxpayer savings for cities; shorter, less expensive campaigns; elimination of the “spoiler effect” in election results by elimination of vote splitting; and RCV is compatible with existing Utah County election equipment.

We have heard overwhelming support from constituents and city leaders who implemented RCV in 2019. In 2019, Payson and Vineyard used RCV in their municipal elections. Utah County Elections administered a post-election survey and found 86% of respondents believed RCV was easy to use. 82.5% said they want RCV used in future elections. In Payson, 71.2% of voters ranked all five candidates on the ballot and in Vineyard 58.6% of voters ranked all seven candidates on the ballot. 87.5% of candidates had a positive impression of RCV with no candidates having a negative impression. 75% of candidates think their city should continue using RCV with no candidates opposing it.

**ALTERNATIVES**

Provide a standard Vote by Mail municipal election in coordination with the Utah County Elections office.

**FISCAL IMPACT**

Per active voter cost will be the same for a standard Vote by Mail election as with Ranked Choice Voting. However, a standard election will likely require a Primary Election where Ranked Choice Voting could eliminate a primary therefore costing less.

**ATTACHMENTS**

Proposed Resolution





**RESOLUTION #2021-XX**

**A RESOLUTION APPROVING SPRINGVILLE CITY, UTAH TO PARTICIPATE IN THE MUNICIPAL ALTERNATE VOTING PILOT PROJECT**

**WHEREAS**, the State of Utah by its General Assembly has made available a pilot project for participation in the alternate voting methods for municipal elections beginning January 1, 2019, and ending on January 1, 2026; and

**WHEREAS**, House Bill 35 passed during the 2018 General Session allowing municipalities to conduct nonpartisan races using instant runoff voting in accordance with the requirements of 20A-4 of the Utah Code and all other applicable provisions of law, during any odd-numbered year that the pilot project is in effect (as amended); and

**WHEREAS**, Utah State Code specifies a municipality may participate in the pilot project, in accordance with the requirements of this section and all other applicable provisions of law, during any odd-numbered year that the pilot project is in effect, if, before April 15 of the odd-numbered year, the municipality provides written notice to the Lieutenant Governor; and

**WHEREAS**, on the 16<sup>th</sup> day of February 2021, the City Council held a duly noticed public meeting to discuss and ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and

**WHEREAS**, after hearing presentations on this matter and considering the facts, the City Council finds that participation in the Municipal Alternative Voting Method Pilot project is in the interest of the health, safety and welfare of Springville and its residents.

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

**SECTION 1. Approval.** The Springville City Council adopts instant runoff voting for the 2021 Municipal Election and that by this resolution, gives notice to the Lieutenant Governor to enter the Municipal Alternate Voting Methods Pilot Project for its 2021 Municipal Elections.

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

**PASSED AND APPROVED** this \_\_\_\_ day of February 2021.

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

Attest:

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



## STAFF REPORT

**DATE:** February 10, 2021

**TO:** Honorable Mayor and City Council

**FROM:** John Penrod, City Attorney

**SUBJECT:** CONSIDERATION OF A RESOLUTION TO APPROVE THE EXECUTION OF A BOUNDARY LINE AGREEMENT TO CLEAN UP SPRINGVILLE CITY'S HOLDAWAY PARK SOUTH BOUNDARY LINE.

---

### **RECOMMENDED MOTIONS**

Motion to approve Resolution No. \_\_\_\_ that approves the execution of a boundary line agreement to clean up Springville City's Holdaway Park South Boundary Line.

### **BACKGROUND**

Springville City has been approached by a potential buyer of the Baxter Family property, which is located immediately south of the Holdaway Park. A survey for the property purchase shows that the boundary between the Holdaway Park and the Baxter Family property has some gaps and do not match up with the fence line between the two properties. The proposed agreement cleans up the property line by making the fence line the property line.

### **FISCAL IMPACT**

None.

Attachments: Proposed Resolution with the Boundary Line Agreement

**RESOLUTION #2021-XX**

**A RESOLUTION APPROVING A BOUNDARY LINE AGREEMENT TO CLEAN UP THE SOUTH BOUNDARY LINE OF HOLDAWAY PARK.**

**WHEREAS**, there is currently boundary line gaps on the south side of Holdaway Park and the boundary lines do not match the current fence lines; and

**WHEREAS**, the Baxter Family owns the property to the south of Holdaway park, and a representative of the Baxter Family has requested the City to enter into the attached Boundary Line Agreement in order to clean up the boundary line between the Baxter Family and Holdaway Park properties by having the boundary line match the fence line; and

**WHEREAS**, the Springville City Council finds that the attached Boundary Line Agreement cleans up the Holdaway Park south boundary line and is in the best interest of the City.

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

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

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

**PASSED AND APPROVED** this \_\_\_\_ day of February 2021.

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

Attest:

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

**EXHIBIT A**

**Boundary Line Agreement**

Send Tax Notices to:  
Party 1  
641 East 200 North  
Springville, Utah 84663

Party 2  
50 South Main Street  
Springville, Utah 84663

---

## BOUNDARY LINE AGREEMENT (SURVEY LINE)

---

AGREEMENT, made and entered into this day, \_\_\_\_\_, 2020, by and between Calvin J. Baxter and Rae W. Baxter, hereinafter referred to as Party of the First Part and Springville City, a municipality organized and existing under the laws of the State of Utah, hereinafter referred to as Party of the Second Part, for the purpose of fixing and determining the boundary and division line between adjoining parcels of land owned by said parties, which boundary line is uncertain because of discrepancies between the established fence line and/or the record title descriptions.

WHEREAS, Calvin J. Baxter and Rae W. Baxter, Party of the First Part, is in possession of a parcel of land which has been surveyed by a professional land surveyor and filed with the Utah County Surveyor as Survey Map number 20-419. Said survey describes the parcel as follows, to-wit:

See Attached Exhibit "A"

Previous to this agreement the Party of the First Part acquired by deed the parcel of land described in Exhibit "B" herein. Also previous to this agreement the Party of the Second Part acquired by deed the parcel of land described in Exhibit "C" herein, which is located to the North of the land of the Party of the First Part.

WHEREAS, the herein described survey line separates the parcels of land and constitutes a division line between the same that has been recognized by the parties hereto as the boundary and division lines between their said parcels of land.

THE PARTIES AGREE THAT the survey line as established herein shall constitute the boundary and division line between the said parcels of land in the possession of the parties hereto. Each of the said parties hereby recognizes and agrees that the other party is the legal owner up to said survey line of the respective parcel of land in such party's possession, and the parties further agree that these stipulations shall apply to and be binding upon them, their heirs, personal representatives and assigns.

Pursuant to the foregoing stipulations and for the value received, the receipt of which is acknowledged, the Party of the First Part, hereby remises, releases and forever quitclaims to the aforesaid Party of the Second Part, any and all right, title, interest, and estate which they may have in and to all lands in the possession of said Party of the Second Part, adjoining and adjacent to said survey lines described herein; and, for value received, the receipt of which is hereby acknowledged, the said Party of the Second Part hereby remises, releases and forever quitclaims to the aforesaid Party of the First Part, any and all right, title, interest, and estate which they may have in and to the land described in the survey description contained herein.

IN WITNESS WHEREOF, the parties have hereunto signed their names to this Agreement the day and year first above written.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

\_\_\_\_\_  
Calvin J. Baxter

Springville City, a municipality organized  
and existing under the laws of the State of Utah

\_\_\_\_\_  
Rae W. Baxter

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

STATE OF UTAH     )  
                                  ) §  
County of Utah     )

On this \_\_\_\_ of \_\_\_\_\_, 2020, personally appeared before me Calvin J. Baxter and Rae W. Baxter, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to on this instrument, and acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public

STATE OF UTAH     )  
                                  ) §  
County of Utah     )

On this day, \_\_\_\_\_, 2020, personally appeared before me \_\_\_\_\_ who being by me duly sworn did say, for himself, that he is the \_\_\_\_\_ of Springville City, a municipality organized and existing under the laws of the State of Utah , the entity that executed the foregoing instrument and said \_\_\_\_\_ duly acknowledges to me that said entity executed the same.

\_\_\_\_\_  
Notary Public

EXHIBIT "A"  
(Survey Description)

BEGINNING AT A POINT WHICH LIES SOUTH 00°08'32" EAST ALONG THE SECTION LINE 1615.04 FEET AND WEST 120.80 FEET FROM THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°51'28" WEST 66.50 FEET; THENCE SOUTH 00°08'32" EAST 0.58 FEET; THENCE SOUTH 89°51'28" WEST 67.82 FEET; THENCE SOUTH 00°08'32" EAST 2.18 FEET; THENCE SOUTH 89°51'28" WEST 76.24 FEET TO THE PROJECTION OF A WIRE FENCE; THENCE ALONG SAID PROJECTION AND EXTENSION OF SAID WIRE FENCE NORTH 00°49'30" EAST 194.31 FEET TO A CHAIN-LINK FENCE; THENCE ALONG SAID CHAIN-LINK FENCE SOUTH 89°39'55" EAST 206.63 FEET TO A WOOD FENCE; THENCE ALONG SAID WOOD FENCE THE FOLLOWING TWO (2) CALLS, (1) SOUTH 00°32'07" EAST 53.55 FEET; (2) SOUTH 00°15'45" EAST 136.26 FEET TO THE POINT OF BEGINNING.  
CONTAINING 0.92 ACRES

## EXHIBIT "B"

(Party 1 historical description)

Commencing at a point which lies South 00° 08' 32" East along the section line 1615.04 feet and West 119.85 feet from the Northeast Corner of Section 33, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence South 89° 51' 28" West 67.45 feet; thence South 00° 08' 32" East 0.58 feet; thence South 89° 51' 28" West 67.82 feet; thence South 00° 08' 32" East 2.18 feet; thence South 89° 51' 28" West 74.00 feet; thence North 00° 00' 01" West 194.36 feet; thence South 89° 06' 03" East 208.83 feet; thence South 00° 08' 32" East 187.80 feet to the point of beginning.



## EXHIBIT "C"

(Party 2 historical description)

Beginning at a point on the south line of Plat "A", Spring Creek Estates Subdivision, according to the official plat thereof on file in the office of the Utah County Recorder, which point is South  $0^{\circ}08'31''$  East along the section line 1132.77 feet and West 120.14 feet from the Northeast corner of Section 33, Township 7 South, Range 3 East, Salt Lake Base & Meridian; thence South  $89^{\circ}56'00''$  West along said subdivision line and along a fence line 297.94 feet to the southwest angle point of Lot 6 of said subdivision; North  $14^{\circ}58'39''$  West partially along the westerly line of said subdivision 516.23 feet to the south right-of-way line of 400 North Street in Springville, Utah; South  $89^{\circ}59'00''$  West along said right-of-way line 56.93 feet; South  $14^{\circ}58'39''$  East 516.14 feet; South  $89^{\circ}56'00''$  West 43.86 feet to a fence line; thence along said fence line and along the arc of a 2814.93-foot radius curve to the right 290.68 feet (chord bears South  $6^{\circ}56'32''$  East 290.55 feet) to a fence corner; South  $89^{\circ}06'02''$  East along a fence line 364.41 feet to a fence corner; North  $0^{\circ}08'31''$  West along a fence line 294.47 feet to the point of beginning. Containing 3.19 acres.



## STAFF REPORT

**DATE:** February 11, 2021

**TO:** Honorable Mayor and City Council

**FROM:** John Penrod, City Attorney

**SUBJECT:** CONSIDERATION OF AN ORDINANCE THAT AMENDS THE PROTECTION OF CREEK CORRIDORS ORDINANCE TO ALLOW PRIVATE BRIDGES TO CROSS HOBBLE CREEK.

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### RECOMMENDED MOTIONS

Motion to approve Ordinance No. \_\_\_\_ that amends the protection of creek corridors ordinance to allow private bridges to cross Hobble Creek.

### BACKGROUND

The proposed ordinance is to allow private bridges across Hobble Creek for property owners who own property on both sides of the creek. A similar proposed ordinance came before the City Council within the last year. Here's the background concerning what has happened on this issue to date:

- Application - Late 2019. In late 2019, the applicants for the proposed ordinance filed a building permit to build a bridge across Hobble Creek. At that time, the City's ordinance allowed the City Council to approve a bridge on a lot adjacent to the creek but did not allow any structure to be built within 50 feet of the creek, and accordingly, the applicants were informed that their bridge could not be approved because it would be built within 50 feet of the creek. The applicants and City staff met to determine if there was a possible ordinance amendment that City staff would support.
- City Council Meeting - December 2019. In December 2019, City staff presented a possible solution to the City Council that included allowing a private bridge as long as all safety concerns were met, the creek corridor was protected and the easement along the creek was adjusted to go around the bridge. The City Council appeared favorable to such an ordinance amendment and staff started the process to change the ordinance.
- Planning Commission - February 2020. In February 2020, staff presented an ordinance to the Planning Commission that was recommended for approval to the City Council.
- City Council - May 2020. Between February 2020 and May 2020, the City's public works department looked closer at the private bridge issue and had several concerns regarding the proposed recommended ordinance to City Council. Accordingly, staff recommended against the Planning Commission's recommendation to allow non-driveway private bridges across Hobble Creek. The City Council did not pass the creek corridor amendments that allowed non-driveway private bridges across Hobble Creek.
- Meeting - Later 2020. After the City Council voted down the part of the creek corridor ordinance amendment to allow non-driveway private bridges, the applicants and staff met to discuss whether ideas that might address staff's safety concerns. As a result of this meeting, public works employees and myself visited with the applicants on their property, and then the applicants filed an application to amend the creek corridor ordinance to allow private bridges.

- Planning Commission - December 22, 2020. The Planning Commission again heard arguments for and against allowing private bridges across Hobble Creek. Staff recommended against the ordinance in order to protect the creek corridor. The Planning Commission discussed wanting to allow the private bridges, continued the item and directed staff to following:
  - Meet with the applicants to see if the applicants and staff could agree to ordinance provisions that would address staff's safety concerns;
  - Include in the ordinance several provisions the Planning Commission would like to see in the ordinance; and
  - Provide an opportunity for the Planning Commission to hear directly from the public works director regarding safety issues surrounding bridges across Hobble Creek.
  
- Planning Commission - January 22, 2021. Staff followed the above guidance from the Planning Commission. The proposed ordinance that is recommended by the Planning Commission addresses the concerns raised by the Planning Commission. Planning Commission voted 7-0 to recommend approval of the proposed ordinance. The below are brief summaries of the Planning Commissioners' comments (summaries may not be 100% accurate):
  - Commissioner Young - Likes the ordinance. Anyone who builds a bridge under the ordinance is required to take on the burden of any possible harm caused by the bridge.
  - Commissioner Baker - The proposed ordinance mitigates risks. Bridge owners take on damages throughout the City. Having bridge owners include unique features in their maintenance plans will be nice.
  - Commissioner Heaps - Thanked staff and the applicants for working together to address safety concerns. His concerns are addressed in the proposed ordinance. The proposed ordinance is much better than the prior proposed ordinance.
  - Commissioner Farrer - He said he was here in 1983 to help with the flooding that occurred that year. There are risks associated with private bridges and flooding, but there are also risks in other parts of the City. He is more concerned about other bridges that bridges built under the proposed ordinance.
  - Commissioner Parker - The applicants have gone above and beyond. They are willing to do what the City asks to mitigate risks. There are risks in a lot of other things.
  - Commissioner Ellingson - She appreciates all the work that has gone into the proposed ordinance. She is thankful for Director Stapley and the work he and his department do to keep residents safe. There is risk associated with private bridges and the proposed ordinance lowers the risk. She wants unique language added to the required maintenance plan.
  - Chair Mertz - He appreciates the process the proposed ordinance has gone through and the work on both sides of the proposed ordinance.

## **DISCUSSION OF PROPOSED ORDINANCE**

The remainder of the ordinance discusses the provisions of the ordinance and provides staff's concerns regarding the ordinance. The Planning Commission specifically requested that certain provisions be in the ordinance. The below shows what provisions the Planning Commission asked to be in the ordinance and what provisions were added by staff and were discussed with the applicants. All of the provisions were part of the Planning Commission's recommendation to approve.

## Planning Commission Provisions

The following provisions are the provisions that staff have included in the proposed ordinance based on the Planning Commission's discussions.

- A private bridge may only be 10 feet wide. This provision allows for pedestrians and small equipment to cross a bridge but is not wide enough for vehicle crossing.
- Maintain the 20-foot easement. The ordinance includes this provision so that the purposes for the 20-foot easement may continue to be met. At least two Planning Commissioners want to see a recreation trail by the river where possible.
- Owner must be responsible for any flood damage caused by the bridge. The ordinance makes this a requirement and requires a property owner to sign an indemnification agreement.
- Make sure that any bridge is not poorly built. Under the proposed ordinance, any bridge must go through the building permit and floodplain permit processes.
- Narrow locations where bridges are allowed. The proposed ordinance only allows bridges in the R1-10 and R1-15 zones, on the boarder of Springville and Mapleton, and on properties with at least 0.75 acres. The purpose behind this provision is to reduce help limit the number of homes within the area where the bridge might flood. Also, limiting bridges to locations where one side of the bridge is in Mapleton not only reduces possible flooding issues in Springville subdivisions, it also reduces overall potential flooding of homes because the Mapleton side of Hobble Creek is mostly open fields with very little potential for development.
- Address unique circumstances. The Planning Commission asked that the ordinance require bridge owners to address unique circumstances related to their bridge and property as part of the bridge owner's maintenance plan.

## Provisions to Help Reduce Flooding Hazards

Staff included most of the following proposed ordinance provisions to help mitigate flooding hazards. The provisions have been discussed with the Bowmans. The Bowmans have demonstrated a willingness to do what they can to reduce flooding concerns, including to follow the below provisions.

- Springville property must have a higher elevation than the Mapleton property. This provision was included so that if debris or other circumstances associated with the bridge causes water to spill out of the creek, the water would initially spill over into the Mapleton side onto fields and away from homes.
- A bridge must be two feet higher than the 100-year flood elevation with no items hung from the bridge. This provision will not remove all flooding risk due to possible debris build up on the bridge but will reduce flooding based on higher bridge elevations.
- A bridge owner provides a maintenance plan. This provision encompasses what is in the applicants' proposed ordinance. It includes the requirements to have legal access to the bridge for heavy equipment, keep the creek near and around the bridge clear of debris, and remove the bridge should ownership change. In order to make sure that the plan is maintained over time, staff, after consulting with the applicants, added the provision that should it appear that the maintenance plan cannot be met, the city and owner will meet to discuss the plan. The bridge may have to be removed if the maintenance plan is not possible to implement. The Planning Commission asked to have a provision that required the maintenance plan to address items unique to the property around the bridge.

- Flash flooding. The owner must either remove the bridge during a flash flood warning or have heavy equipment on standby to remove debris during a flash flooding warning.
- Streamgauge to address high flows. The proposed ordinance requires the owner to install a streamgauge to monitor the creek's high flows. If the cubic feet per second reaches 700 cfs, the owner would have either remove the bridge until flows come down or have heavy equipment on standby to remove debris until flows come down. This provision would be very helpful to ensure risk is reduced. However, at the time this report is written, staff is still reviewing the details for installing a streamgauge.
- Removal of bridge. The bridge would have to be removed should it cause any flooding the property owner moves or the ordinance requirements are not met.

### Staff's Concerns.

Staff presented two issues to the Planning Commission to issues for why staff is not in favor of the ordinance: private vs. public and flooding risks.

#### Private vs. Public

The Springville General Plan states that creek corridors are a public trust and should be used for the public good. The proposed amendment increases the potential for private bridges to encumber public trails and paths located adjacent to creek corridors and could also create issues with conflicting private and public pathways along creeks and across private bridges. The proposed amendment does not contribute to the enjoyment of Springville's creek by the citizenry at large and it increases the sense of development and privatization with the public realm of Springville's creeks and adjacent trail systems.

It is clear that the proposed amendment does not accord with the General Plan or the intent of the Development Code of Springville. The amendment does not further the general welfare of the city. The amendment only benefits private property owners and generates nothing but risk for the public. Private bridges will further privatize and commodify the public asset of creek corridors beyond that which has already occurred.

The Planning Commission did not seem to put a lot of weight into this concern raised by staff. Their concerns dealt more with the flooding risks involved with debris backing up on bridges.

#### Flooding Risks

No matter how many safety provisions are in an ordinance there will still be flooding concerns associated with a bridge. During high water years, the City's public works department has found itself clearing debris off of public bridges in order to save property and reduce damages and injuries. When Hobble Creek waters leave the channel because of debris being caught on a bridge, the water has the potential to cause damage across a large area, including entire subdivisions. In addition, there have been times when high water and flash floods come unexpected, and no amount of risk reducing measures will stop all flooding concerns associated with bridges, especially if they are not easy to access.

Also, over time people tend to become a little more relaxed regarding requirements to make sure that properties are appropriately maintained to reduce risk concerns. If a property owner with a bridge becomes relaxed about risk issues related to flooding, this could cause flooding risks years into the future.

As already mentioned, it is impossible to remove all risks associated with a bridge across Hobble Creek. The Planning Commission appeared to recognize that a private bridge will increase flooding risks. However, the Planning Commission also expressed that the proposed ordinance mitigates flooding risks as much as possible.

**FISCAL IMPACT**

None.

Attachments: Proposed Ordinance

## Alternatives

The Springville Public Works Department is *not* supportive of the proposed ordinance changes which would allow a private pedestrian bridge to cross Hobble Creek.

Supporting citations follow:

- *Allowing a private pedestrian bridge over Hobble Creek increases the flooding risk to the surrounding neighborhood* should debris hang up on the proposed bridge during a flood event, thus redirecting high water flows.
- The ability to maneuver heavy equipment to effectively remove creek flooding debris from a private pedestrian bridge *is limited to creek shoreline positioning of the equipment*, due to the fact that the pedestrian bridge cannot support the weight of the heavy equipment on the bridge itself.

*Creek shoreline positioning severely limits the ability of a heavy equipment operator to effectively reach and remove debris hung up on a bridge during a flooding event.*

Public Works personnel are able to remove debris on public bridges because they can position the equipment directly over the debris pile and effectively remove the debris stoppage as shown below.







- *The proposed ordinance language appears to solely benefit:*
  - *A pedestrian bridge applicant, while raising the flooding risk of the surrounding neighborhood.*
  - Owners of larger properties, with land ownership on both sides of Hobble Creek.

I am concerned the proposed ordinance language that would allow a private pedestrian bridge may fulfill the desires of a private party, at the risk of the greater good of the community at some time in the future.

**BRADLEY D. STAPLEY**

Public Works Director  
bstapley@springville.org  
801.489.2711  
springville.org





**ORDINANCE #XX-2021**

**AN ORDINANCE AMENDING THE PROTECTION OF CREEK CORRIDORS  
ORDINANCE TO ALLOW PRIVATE BRIDGES TO CROSS HOBBLE CREEK.**

**WHEREAS**, Springville City's land use regulations do not allow a property owner to construct a private walking bridge across Hobble Creek; and

**WHEREAS**, residents of Springville City filed an application to allow them to build a bridge across Hobble Creek to connect two properties the residents own, one of which is in Springville City and the other is in Mapleton City; and

**WHEREAS**, bridges may have the potential to increase flooding risks when debris gets caught on the bridge, backing up water that could leave the Hobble Creek channel; and

**WHEREAS**, this Ordinance allows private bridges and attempts to reduce the flooding risks and possible flood damage by only allowing private bridges in less dense zones and requiring owners to: (1) own at least 0.75 acres of property on both sides of Hobble Creek, (2) make sure that Mapleton City side of the bridge where the property has few to no structures is a lower elevation, (3) follow a bridge maintenance plan, (4) install a streamgage upstream to alert the owners when water levels are high, (5) take certain remedial actions during high water and Hobble Creek area flood warnings, and (6) meet other requirements; and

**WHEREAS**, on December 22, 2020 and January 26, 2021, in accordance with Section 10-9a-502 of the Utah Code, the Springville City Planning Commission held a properly noticed public hearing on this Ordinance; and

**WHEREAS**, the Planning Commission recommended to the City Council with a vote of 7-0 to adopt this Ordinance; and

**WHEREAS**, on February 16, 2020, in a properly noticed public meeting, the Springville City Council found that this Ordinance is in the interest of the health, safety and welfare of its citizens and is appropriate and necessary for the proper and orderly development of Springville City with respect to private bridges.

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

**SECTION 1: Adoption.** SECTION AMENDED. Section 11-6-130 of the Springville City Code is hereby amended and adopted to read and provide as follows:

**11-6-130 Protection of Creek Corridors.**

(1) Purpose. The purpose of this Section is intended to promote, preserve, and enhance the important hydrologic, biological, ecological, aesthetic, recreational, and educational functions that creek corridors provide the City of Springville.

(2) Definitions. For the purposes of this Section only, the following terms, phrases, words and their derivations shall have the below meaning:

“Creek” means any natural stream or natural waterway within Springville City and includes, but is not limited to, Dry Creek, Hobble Creek and Spring Creek.

“Recreation and maintenance easement” means a twenty foot (20') wide public recreation, access and maintenance easement of no greater than three percent (3%) cross-slope located on each side of the banks of any creek.

“Structure” means a building or something that is built, framed, erected, constructed, installed or placed on the ground for which a building permit is required pursuant to any building code or local, State or Federal law or regulation.

(3) At the time of development, the developer of any property abutting a creek shall provide Springville with a recreation and maintenance easement. The recreation and maintenance easement shall provide adequate space for a ten foot (10') trail with five foot (5') wide shoulders for maintenance of the waterway and trail recreation use. Maintenance of the trail may include the use of motor vehicles. The recreation use of the trail shall include, but not be limited to, bicycling, jogging, walking, sightseeing and other recreational use. Where the recreation and maintenance easement exceeds ten percent (10%) of the parcel of property owned by an owner or where any appropriate legal balancing test requires, Springville City will either forgo the easement requirement or pay just compensation for the easement.

(4) Creek Corridor Development Work. The owner of property abutting any creek in Springville shall obtain all necessary approvals and follow all requirements of the State of Utah, including, without limitation, all Division of Water Rights Stream Alteration Program requirements, and all approvals and requirements of Springville City for any of the following listed activities:

- (a) Divert, fill in, line, or cover the natural course of any creek.
- (b) Install or build any improvements or structures.
- (c) Dump or permit the dumping of any garbage or other refuse.
- (d) Cut, grub or remove any trees or other natural vegetation, remove any stone or earth, or otherwise disturb the natural state of the area.

(5) All structures shall be set back at least fifty feet (50') from the bank of the nearest creek's edge to the structure at the point where the bank edge begins to meet a three percent (3%) cross-slope.

(6) Bridges. Subsection (5) of this Section does not apply to ~~bridges~~ the following:

~~(a) constructed by~~ The City, State or Federal government may construct a bridge for a public purpose;

~~(b) or A property owner may construct a private driveway bridges that are constructed~~ off of a public right-of-way as long as the bridge is and are engineered and installed to ensure that the bottom of the bridge (meaning the lowest point of any portion of the bridge above the creek) is two feet (2') above the one hundred (100) year base flood elevation and any improvements associated with the bridge, including, without limitation, piers and/or abutments, are engineered so that one hundred (100) year flood elevation and associated creek flows will not be restricted or compromised; or

~~(b)~~ A property owner may construct and maintain one private walking bridge on their property(ies) that crosses Hobbie Creek as long as the owner meets the following requirements:

- a. The bridge must connect two properties owned by the same property owner, one of which is located in Springville City (the "Springville Property") and the other property located in Mapleton City (the "Mapleton Property");
- b. The owner's Springville Property must be in either the R1-10 or R1-15 zone;
- c. The two properties that are connected by the bridge must each consist of an area of at least 0.75 acres;
- d. The entire distance of the creek's bank along the owner's Springville Property must be higher in elevation than the creek's bank of the owner's Mapleton Property;
- e. The owner shall follow the City's building permit and flood permit processes and obtain all necessary approvals before commencing construction of the bridge;
- f. The bridge shall not be any wider than ten feet from edge to edge, measured at the widest point of the bridge structure;
- g. In the event that the bridge is to be located within a recreation and maintenance easement, the owner shall provide Springville City with a 20-foot-wide easement in a form acceptable to the City engineer that connects the recreation and maintenance easement around the bridge and along the owner's property to ensure that the recreation and maintenance easement will still meet the purposes for the easement;
- h. The bridge shall be engineered and installed to ensure that the bottom of the bridge (meaning the lowest point of any portion of the bridge above the creek) is two feet above the 100-year base flood elevation and any improvements associated with the bridge, including, without limitation, piers and/or abutments, are permanently located outside of the channel of the creek and the 100-year flood elevation;
- i. The owner shall not hang any item on the bridge that would hang below the lowest point of the bridge above the creek;
- j. The owner shall be responsible for all flood damage caused by or related to the bridge and shall sign a hold harmless and indemnification agreement that indemnifies the City from any and all claims, which agreement must be in a form acceptable to the City and runs with the property;

- k. The owner must provide the City with a written maintenance plan (the "Maintenance Plan") that ensures the owner will:
  - i. have the legal right to access the bridge from both sides of Hobble Creek at any and all times with heavy equipment to clear debris and/or temporarily remove the bridge;
  - ii. keep the creek corridor near and around the bridge clear of debris;
  - iii. meet the requirements of this ordinance;
  - iv. take appropriate actions to address flooding risks associated with all unique features, as determined by the City's public works director or their designee, on the owner's properties near and around Hobble Creek and the bridge that could cause flooding; and
  - v. remove the bridge should ownership change or any of the requirements of this Section are no longer met;
- l. In the event that it appears to the City that the Maintenance Plan provided by the owner in subsection k cannot be carried out, the owner shall meet with the City and the owner must do one of the following: demonstrate that the Maintenance Plan still works, change the Maintenance Plan to meet the requirements of subsection k, or remove the bridge;
- m. Whenever there is a flash flood warning for the Hobble Creek area issued by the National Oceanic and Atmospheric Administration, the National Weather Service or any other State or Federal agencies, the owner shall either remove the bridge within 24 hours of the flash flood warning or have heavy equipment on standby (meaning located on the owner's property or within 20 minutes of the owner's property) to remove debris from the bridge during the flash flood warning;
- n. Prior to installing the bridge, the owner shall install a streamgage upstream of the bridge in Hobble Creek that meets the standards of the United States Geological Survey and measures and monitors the flows in Hobble Creek, and when the streamgage measures the flow in Hobble Creek at higher than 700 cubic feet per second, the owner shall remove the bridge within 24 hours until the flow falls below 550 cubic feet per second or have heavy equipment on standby (meaning located on the owner's property or within 20 minutes of the owner's property) to remove debris from the bridge until the flow falls below 550 cubic feet per second; and
- o. The owner shall permanently remove the bridge should the bridge cause or be associated with any flooding or the owner decides to sell the owner's property.

**SECTION 2. EFFECTIVE DATE.** This Ordinance shall take effect upon first publication.

**PASSED, ADOPTED AND ORDERED POSTED** by the Council of Springville City, Utah

this \_\_\_ day of February 2021.

\_\_\_\_\_  
MAYOR RICHARD J. CHILD

**ATTEST:**

\_\_\_\_\_  
KIM CRANE, CITY RECORDER