



WORK/STUDY AGENDA
SPRINGVILLE CITY COUNCIL MEETING
JUNE 01, 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

COUNCIL BUSINESS

1. Calendar

- Jun 05-12 - Art City Days Celebration
- Jun 08 - Work/Study Meeting 5:30 p.m.
- Jun 15 - 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 Snelson
- b) Pledge of Allegiance - Councilmember Jensen
- c) Consent Agenda
 3. Approval of minutes for the work study meetings on April 13 and May 11, 2021.
 4. Approval of the Mayor's appointment of Bryan Smith to the Board of Adjustments
 5. Approval of the Mayor's appointment of Kellen Hyer to the Water Board
 6. Approval of a Resolution and multi-year contract for road paint striping with Done Rite Lines in the amount of \$35,828.32 - Jason Riding, Streets Superintendent
 7. Approval of a Resolution and multi-year Lease with Les Olson Co for Library copiers in the amount of approximately \$26,346.60 - Dan Mickelson, Library Director
 8. Approval of the Saddlebrook Estates Subdivision located in the area of 1162 West Center Street, Springville, Utah in the R1-10 Single-Family Residential and Westfield's overlay zones - Josh Yost, Community Development Director
 9. Approval of the Condie Corner Subdivision located at 680 West Center Street, Springville, Utah in the R1-10 Single-Family Residential and WF-1 Westfield's Overlay Zones - Josh Yost, Community Development Director
 10. Approval of an amendment to the 5-Year Natural Gas Hedge Policy for the Whitehead Power Plant, Nebo Power Plant and the Clyde Recreation Center - Shawn Black, Power Generation Superintendent
 11. Approval of a Resolution authorizing the volunteers for Art City Days festivities - John Penrod, Assistant City Administrator/City Attorney

3. **DISCUSSIONS/PRESENTATIONS**

- a) Highline Ditch Discussion
- b) Discussion regarding amending Springville City Code Section 4-12-102 to clarify the definition of "Impervious Surface" and improve the billing calculation process when establishing fees - Brad Stapley, Public Works Director

4. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

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

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

6. ADJOURNMENT

CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE- POSTED 05/27/2021

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





REGULAR AGENDA
SPRINGVILLE CITY COUNCIL MEETING
JUNE 01, 2021 AT 7:00 P.M.
City Council Chambers
110 South Main Street
Springville, Utah 84663

The regular Springville City Council meeting will be broadcast on Zoom, 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 before 5:00 p.m. day of the meeting.

CALL TO ORDER

INVOCATION

PLEDGE

APPROVAL OF THE MEETING'S AGENDA

MAYOR'S COMMENTS

CEREMONIAL

1. Recognition of the Art City Days Dignitaries
2. Recognition of the Springville Art Royalty

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 work study meetings on April 13 and May 11, 2021.
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11. Approval of a Resolution authorizing the volunteers for Art City Days festivities - John Penrod, Assistant City Administrator/City Attorney

PUBLIC HEARING

12. Public Hearing for consideration of an Ordinance adjusting the boundary line between Spanish Fork City parcel #26:045:0108 and Springville City parcel #66:273:0019 - John Penrod, Assistant City Administrator/City Attorney
13. Public Hearing for consideration of a Resolution and agreement approving the sale of 2.07 acres of Springville City Property located at approximately 1650 West 1000 South, Springville, Utah - John Penrod, Assistant City Administrator/City Attorney
14. Public Hearing for consideration of a Resolution adopting the Enterprise Fund Transfers for FY 2021/2022 - Bruce Riddle, Assistant City Administrator/Finance Director
15. Public Hearing for consideration of an Ordinance approving of setting compensation for Springville City Officers and Employees for FY 2021/2022
16. Public Hearing to consider a Resolution and adoption of the Springville City Final Budget for Fiscal Year 2021/2022 - Bruce Riddle, Assistant City Administrator/Finance Director

REGULAR AGENDA

17. Consideration of an Ordinance to amend Springville City Code Section 3-9-103 and 104 Duties of Towing Companies on the Rotation List - Warren Foster, Lieutenant
18. Consideration of a Resolution pursuant to City Code and Section 10-9a-509 of the Utah Code that formally initiates proceedings to amend the official zone map to the RC Zone in parts of the following areas 400 South and 1000 North and I-15 to 1650 West; along 1600 South between 1100 West and SR51 - Josh Yost, Community Development Director
19. Consideration of an Ordinance amending Springville City Code Section 4-12-102 to clarify the definition of "Impervious Surface" and improve the billing calculation process when establishing fees - Brad Stapley, Public Works Director

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

20. *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**
3 **TUESDAY, APRIL 13, 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
9 Craig Jensen
10 Bret Nelson
11 Matt Packard
12 Mike Snelson

14 **City Staff in Attendance:** City Administrator Troy Fitzgerald, Assistant City Administrator/City
15 Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim
16 Crane, Deputy Recorder Jennifer Grigg, Administration Director Patrick Monney, Building and Grounds
17 Director Bradley Neel, Community Development Director Josh Yost, Library Director Dan Mickelson,
18 Museum of Art Director Rita Wright, Power Director Leon Fredrickson, Public Safety Director Lance
19 Haight, Public Works Director Brad Stapley, Wastewater Superintendent Jake Nostrom, Facilities
20 Superintendent Dave Ashton and Recreation Superintendent Stacy Child. Visitors include Lisa Benson,
21 and Sam Taylor, Landmark Design, Kyrene Gibb, and Danny Kouser, Y2 Analytics.

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

24 **COUNCIL BUSINESS**

25 1. Calendar

- 26 • Apr 20 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
27 • Apr 27 - Budget Retreat Meeting
28 • May 04 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.

30 2. **DISCUSSION AND PRESENTATIONS**

31 a) Parks Master Plan- Statistical Survey - Brad Neel, Building and Grounds Director
32 This presentation followed Director Stapley.

33 b) Green Waste - Brad Stapley, Public Works Director

34 Director Stapley began his presentation by introducing Jake Nostrom, Wastewater
35 Superintendent. Superintendent Nostrom stated that in addition to wastewater, his department takes care
36 of the green waste facility. The purpose of this presentation is to explore whether Springville City should
37 stop receiving green waste from commercial businesses and discourage non-residential use.

38 He stated that the service of collecting green waste helps determine how we look and function as
39 a city. The Green Waste Facility, located on 700 North, west of the wastewater treatment plant, really ties
40 into a stated goal in the Springville City General Plan *to provide functionally effective services supporting*
41 *a safe, healthy and vibrant community.* It gives residents a way to deal with green waste by disposing of
42 it properly. He showed historical images of the Green Waste Facility. The green waste is collected, mixed

44 with biosolids, cooked, and then it is screened and sold as compost. He showed that non-resident and
commercial business loads have grown from 64 loads in 2019 to 233 loads in the first three months of
46 2021, so far, with a huge spike in March. Green waste staff reports that commercial loads are coming
from farther and farther away. Spanish Fork eliminated the service and Provo offers it only on weekends.
48 He went on to describe fees currently collected, emphasizing that an entire dump truck full of green waste
is charged only \$50.

Superintendent Nostrom stated that staff would like to eliminate dump trucks because they are
50 bringing in huge amounts and large logs that the green waste staff does not need and are hard to process.
Councilmember Jensen stated that large wood is more desirable than grass because it does not gum up
52 the grinder. He worried that increasing the fees would eliminate the needed wood. He acknowledged that
he, as a businessman, has used that service and stated it is a great deal. Councilmember Nelson asked
54 if this is a profitable business or does it lose money. He continued by saying the green waste business
helps the city get rid of extra biosolids without paying to haul it to the transfer station, yet we continue to
56 sell out of the compost. Councilmember Nelson asked if we sell out of compost, should we charge more
for the compost. He continued by asking do we charge more for non-residents and commercial to
58 purchase our compost. How do we reduce the usage, create a profitable business and slow the amount
of green waste? Administrator Fitzgerald interjected that it sounds like this council has some appetite for
60 raising the fees to cover the cost.

Superintendent Nostrom continued by detailing the costs of processing green waste including
62 renting the grinder with its fuel, maintenance and operator and city personnel, and the loader, totaling
\$42,866 per year. The grinder only operates seven times a year for 10-12-hour shifts, using 250 gallons
64 of fuel. He recommended a 50% increase in fees on all levels of non-resident use and eliminating the
dump trucks as an option. Director Stapley added that just covers the cost of staff loading the extra green
66 waste, not the tipping fee. The transfer station plans to increase their fees soon as well, so staff wants to
keep up with the cost of the transfer station. Increasing our fees could encourage nonresidents to go to
68 the transfer station instead of the Springville City facility. He continued by stating green waste amounts
should be restricted to how much biosolids Springville City produces. Now there is way more green waste
70 than needed to make the compost. There is so much green waste that the City paid to get rid of 15,000
yards after it was mulched and ground. The staff keeps looking for people who will buy it. Some
72 commercial yard waste companies are bringing in 18-wheeler side-dump trucks full of curiously large
wood. He would recommend getting rid of commercial entirely. Director Stapley added that commercial
74 operations prefer to unload green waste at Springville because the Transfer Station has a scale and
charges \$36 per ton. \$50 is a great deal for a 10-12-ton dump truck. Staff recommends the large trucks
76 going to the landfill. If the City continues to accept the large trucks and delivering the excess to the landfill,
the increased tipping fees totaling over \$30,000 will be problematic for the current agreed-on budget.

78 *The recording of the minutes deteriorated to the point that I could not hear any clear conversation.*

The City Council acknowledged that some of the commercial green waste comes from contracted
80 tree trimmers working for the city as well as city crews. Councilmember Packard recommended the fee
to be sufficient to break even. Councilmember Nelson asked if 50% was a researched recommendation
82 or a random number. He agreed with Councilmember Packard and suggested the fee should cover the
cost so the facility breaks even or makes a profit. Administrator Fitzgerald stated the fee schedule assigns
84 full cost recovery to this service. Mayor Child said it would still be cheaper than the transfer station.
Councilmember Jensen suggested the rate should be profitable and staff should set the price so the
86 service is worth it to us. Councilmember Packard agreed. Councilmember Nelson concluded the
discussion by asking Superintendent Nostrom to define the problem, analyze the fees and compare our
88 service and fees to Salem, Mapleton, and Spanish Fork. Mayor Child thanked Superintendent Nostrom.

90 a) Parks Master Plan- Statistical Survey - Brad Neel, Building and Grounds Director

92 Director Neel began his presentation by introducing the teams from Landmark Design and Y2
Analytics. Kyrene Gibb, Partner & VP of Research Y2 Analytics, started her presentation by reviewing
94 the data collected in a survey about the revision of the parks and trails plan. She said overall residents
expressed significant division regarding future development including these points.

- 96 1. Respondents want their children/family to be able to live in Springville but resist
supporting a mix of housing types.
- 98 1. Parks and natural open spaces are a big community priority. Residents use
parks, trails, and recreation facilities frequently and prioritize these features of
100 the community when it comes to allocating budget.
- 102 2. 79% of residents say that the city currently provides adequate parks, trails, and
recreation opportunities. Residents tend to prefer smaller neighborhood parks
within walking distance from home. Those who do not use the parks are
predominately not interested or have no time to do so.
- 104 3. Clyde Recreation Center pass holders use the facility often, but Provo Rec
Center and Spanish Fork pickleball courts are popular alternatives for
106 Springville residents. Residents' most requested recreation facilities and
programs revolve around pickleball, though less than 1-in-5 residents report
108 playing the sport regularly.
- 110 4. After reading a brief explanation of a RAP tax, the majority of residents would
support a RAP tax in Springville. A proposal to implement such a 0.1% sales
tax would likely pass on a ballot.

112 Kyrene said this is a solid baseline but shows the opportunity for an opposition campaign. This
positive sentiment before the election is the same as the last time a rap tax was on the ballot when it was
114 defeated. She continued by summarizing the priorities of the residents of the city. The survey showed an
average quality of life score of 83, which is higher than similar cities in Utah County. Residents want
116 amenities, but low taxes. They want their children and family to live in Springville but do not want more
housing. There is solid opposition to any mixed development. Instead, respondents want well-maintained
118 streetscapes, scenic views, and agricultural land as opposed to more development. Architectural variety
and design standards for homes and yards were seen as least important. Respondents chose to allocate
120 the most funds to health and safety services, followed by parks and open spaces, and street maintenance.
Community events, arts/cultural programs, and code enforcement received the least priority in funding.
122 87% of respondents say that it is important for public parks to be located within walking distance from
their homes. Over 90% of respondents are at least somewhat familiar with the parks in Hobble Creek
124 Canyon and most have visited these parks. Fewer than 1-in-5 residents indicate familiarity/having visited
Conover, Freedom, Pebble Creek, or Hendrickson Parks.

126 Over 70% of respondents are very or moderately familiar with the Clyde Recreation Center and
the Civic Center Park and Splash Pad. Dry Creek Parkway and the Springville Senior Center are
128 unfamiliar to the majority of city residents. 30% of respondents said that the Clyde Recreation Center is
the facility their household uses most often. Jolley's Ranch and Wayne Bartholomew are also top parks.
130 43% of respondent households have participated in Springville sports or recreation programs in the past
12 months; soccer being the most common. 1 in 5 recommended adding pickleball to the city sport and
132 recreation programs. 59% of respondents have had a Clyde Recreation Center pass within the past 12
months. Councilmember Packard noted the survey includes the recent decrease at the CRC due to the
134 COVID pandemic as well as the increased use of outdoor facilities due to the COVID pandemic.

136 Continuing to trails, Kyrene reported that 47% of residents reported using Springville trails at least
once a month while 34% use trails a few times a month or more. Only 15% never use or visit trails in
Springville. 26% of residents rated making trails more complete or connected as the highest priority. A

138 plurality of residents stated that a lack of information about Springville trails best explains why they do
not use them. Parking, restrooms, and lighting are not significant reasons.

140 Finally, she delved into some details about support for the RAP tax. Respondents gave the most
funding to expanding the CRC upgrading existing parks/playgrounds and adding additional trails. She
142 included a description of the RAP tax in the survey.

144 *The City of Springville is currently considering implementing a
Recreation, Arts, & Parks Tax (RAP Tax), similar to the one in place in
neighboring cities and others throughout Utah County.*

146 *If approved, the RAP tax would increase sales taxes in the City by
one-tenth of one percent (0.1%) to cover the costs of maintaining city-
owned recreational and cultural facilities, ongoing operating expenses of
148 city-owned recreational facilities, and ongoing operating expenses of
private nonprofit cultural organizations.*

150 *Implementing a RAP Tax would allow Springville to collect sales tax
revenue not only from residents, but also from visitors to the City, and that
152 revenue would be specifically dedicated to recreational and cultural
facilities and programs.*

154 She said 64% of residents support the implementation of a RAP tax in Springville City. 22% of
156 residents oppose a RAP tax. A RAP tax is likely to succeed on a ballot because well over 50% currently
support it. She concluded by stating respondents are interested in seeing more art-oriented events.
158 Councilmember Snelson stated the information is being collected at a website called *[Play]ArtCity.org*.
Councilmember Nelson said this is such a critical project and emphasized marketing before the election.
160 Councilmember Crandall suggested advertising the RAP Tax on A-frame signs. Director Neel said the
public meetings are on April 22 and April 27, 2021. Lisa Benson, from *Landmark Design*, said there will
162 be a service and acreage analysis and bring a lot of information back to the Council. Councilmember
Packard asked if there was a timeline with some actionable items. She said her team plans to wrap up
164 by September. Councilmember Jensen confirmed the RAP tax will be on the ballot in November. Mayor
Child thanked the presenters.

166

3. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

168 a) Discussion with Department Directors

170 Administrator Fitzgerald said planning for Art City Days is going full steam ahead. The state health
department renewed the mask mandate for mass gatherings through June 15, 2021. If infections continue
to drop too low transmission, we can have normal Art City Days. Currently, Utah County could refuse to
172 issue a mass gathering permit. The City messaging is dates and times, without specific information.
Councilmember Snelson asked about the carnival contract. Director Monney answer all contracts are in
174 place including fireworks. All planning is moving forward including the parade.

176 Administrator Fitzgerald continued by stating a micro-mobility scooter contract was approved a
year ago. The company has been acquired therefore the contract needs to come back to the City Council.

178 Director Neel reported the skate park and the tennis courts are being painted.

b) Mayor and Council Reports

180 4. ADJOURNMENT

182 COUNCILMEMBER JENSEN MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE
SPRINGVILLE CITY COUNCIL AT 7:05 P.M.

184 COUNCILMEMBER PACKARD SECONDED THE MOTION, ALL VOTED AYE.

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

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

192 There was none.

194

196

This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday,
April 13, 2021.

198

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, April 13, 2021.

200

202

DATE APPROVED: _____

Jennifer Grigg
Deputy Recorder

204

2 **MINUTES OF THE REGULAR/WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD**
4 **ON TUESDAY, MAY 11, 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 Bret Nelson
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, City Recorder Kim Crane,
16 Deputy Recorder Jennifer Grigg, Administration Director, Patrick Monney, Building, and Grounds Director
Bradley Neel, Community Development Director Josh Yost, Golf Pro Craig Norman, Public Safety
18 Director Lance Haight, Power Director Leon Fredrickson, Public Works Director Brad Stapley, Recreation
Director Corey Merideth, Library Director Dan Mickelson, and Museum of Art Director Rita Wright.

20
22 **CALL TO ORDER**

22 Mayor Child welcomed everyone and called the Work/Study meeting to order at 5:30 P.M. He
reviewed the details for tonight's meeting. He told the Council there will be a closed session later.

24
26 **COUNCIL BUSINESS**

- 26 1. Calendar
- 28 • May 18 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
 - 30 • May 22 - Bike with the Mayor 10:30 a.m.
 - May 31 - Memorial Day Observed (City Offices Closed)
 - Jun 05-12 - Art City Days Celebration

32 2. **Consideration of Lease Provisions with Geneva Rock Products Inc. - John Penrod, Assistant City**
34 **Administrator/City Attorney**

34 This item was moved to after a closed session.

36 3. **MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

38 a) Discussion with Department Directors

38 Director Stapley reported UDOT is installing posts with crosswalk buttons at the intersection of
Center Street and Main Street.

40 Director Monney reported he reviewed the approved positions list for the final budget today.

42 Director Fredrickson reported power delivery reliability is outstanding. The only outages were for
scheduled maintenance to improve service. A highlight was last month only had 35 shut-offs. He
complimented Heather Penni for spending valuable time contacting businesses and residents to keep
44 shut-offs low. There is a new executive office assistant at the central shop office. Morgan Black joins

46 Steve Healey, and Ed Hopkins, who are good employees. The power staff is working on replacing meters
with next-generation meters. Currently, about 32% are changed out to the automated meters that can be
48 read from the office as well as disconnects and connects. He hopes for cooler weather with the growth.
Councilmember Snelson asked about the solar farm being installed in Spanish Fork. Director Fredrickson
50 answered it is a solar system built by UMPA (Utah Municipal Power Agency) for their customers in
Spanish Fork, Levan, and Provo to buying blocks of energy. Administrator Fitzgerald said there may be
52 output available for Springville City to purchase. Attorney Penrod noted Springville City sold that property
to Spanish Fork. Director Fredrickson continued by stating that the Red Mesa Solar power purchase
54 agreement starts a year from now, in the 4 corners area in the Navajo Nation. Councilmember Nelson
asked if all the renewable energy in that area goes to California. Director Fredrickson said the renewable
56 energy from the facilities near Milford and Delta flows to California on the big 500 kV line that connects
the IPP (Intermountain Power Plant) in Delta Utah to southern California Councilmember Crandall
58 wondered why power plants for California are in Utah. Director Stapley answered California air quality
standards are too high for a coal-fired plant like the IPP in Delta. Mayor Child said IPP was built for
60 supplying California with power. Director Fredrickson said IPP owns the property around that coal plant
and they are adding renewable facilities on that property. Director Stapley said the plant is converting to
62 natural gas and the plant was built in that area because air quality standards are too strict for a coal plant
in California. Mayor Child reminded the Council there will be a closed session today.

64 Director Wright reported the museum is doing well, returning to scheduling tours and it is a fun
time of year. The Spring Salon continues and is going well. The museum continues to sell art, which is
exciting.

66 Director Merideth said his staff is preparing for the third birthday of the CRC with a week-long
celebration. He asked the Council if they preferred golf carts for the Art City Days Parade. Mr. Norman
68 said the Art City Amateur Championship Golf Tournament is June 12, 2021. Director Merideth said all the
permits for Art City Days are in. Mr. Norman asked when 400 South will be closed for the parade. Director
70 Merideth said at 9:00 a.m.

72 Director Neel reported his team is preparing for the Mayor's bike ride and the opening splash pad
count down. Director Monney said there are swag bags. Mayor Child asked about the route. Director
Monney said Lieutenant Foster is creating a route west of Main Street with two phases so the young
74 bikers can return to the Civic Center. It starts at 10:45 a.m. with free bike registrations at 9:00 a.m. with
booths and hotdogs from the Chamber and the Youth Council. Director Neel added the exterior pool at
76 the CRC will open that day as well. He reported the mowing contract is going well. Mother's Day at the
cemetery was a good public event and staff is preparing for Memorial Day. He concluded by reminding
78 the Council that parking enforcement starts on May 1, 2021, at Bartholomew Family Park. Councilmember
Snelson asked about the upper dirt parking lot. Director Neel said it is open with no charge. Director
80 Stapley said MAG funds are coming in FY2022/2023 to pave that parking lot.

82 Director Haight said the bids are in for the build-out to house the firefighters through the night on
the second floor of Fire Station Number 51 and they are within budget. He noted the modern electronic
alarm system increases the awakening lights slowly and there is a countdown clock to get the firefighters
84 out in 2 minutes. Administrator Fitzgerald said there were pre-qualifications for the bidding process which
narrowed it down to 4 or 5 companies. Director Haight added two new part-time dispatchers are getting
86 trained. He concluded by stating the police department has promotional oral boards for vacant corporal,
sergeant, and lieutenant positions with lots of changes in leadership and upward mobility in our
88 department.

90 Director Mickelson said because of college finals week, all the library seating was full for the first
time in a long time. The library is buzzing again. He thanked the facilities team for moving the teen booths
back and invited the Council to a cake decorating class next week with 60 participants.

92 Golf Pro Norman asked for warm weather because it is cold up the canyon with frost inhibiting the
growing season. Councilmember Nelson asked about a year-over-year financial report for April. Mr.
94 Norman answered \$58,000. He continued by reporting the online tee-time to pre-pay system is working.
The few complaints were from the people who were abusing the system. He said tee times are full and
96 no-show rates are virtually zero. Mayor Child said Gladstan and Spanish Oaks also do the online pre-
pay.

98 Director Yost reported his department added a new building inspector yesterday, so they are
operating at full capacity. It has been slow this week, probably because of material shortages. There is
100 a decline in active single-family homes being built. Today, staff issued a couple of big permits, including
a project by Chris MacKay. Staff hopes to make a final selection for a 1600 South consultant by the end
102 of this week.

104 Administrator Fitzgerald reported staff received the 100-page *American Rescue Plan* yesterday
detailing the money coming from congressional action voted on a few months ago. He asked to schedule
a future discussion with the Council on how to best utilize this money for Springville City. The primary
106 opportunity is revenue replacement for the CRC and Library to pull some money into the General Fund.
He said far and away the best use would be infrastructure with water, sewer, and broadband being a few
108 of the areas where this money can be used. Director Riddle is updating our information with the state
and the amount is \$3.73 million, divided into two tranches. He stated he postulated along with Director
110 Riddle if the amount was calculated using the new census data and they plan to study the document
more.

112 He continued by stating next Tuesday will be a work session focused on the Highline Ditch. The
discussion will be complex and he encouraged the Council to read your packet. The users of Highline
114 Ditch will want more discussion and he suggested broadcasting this work session.

Director Riddle stated his staff is working on the budget and the audit is right around the corner.

116 Attorney Penrod reported court is continuing electronically. Prosecuting Attorney Paul Dewitt is
retiring soon; August 1st is his last day. Now that we can issue warrants again, court cases will start
118 increasing. Administrator Fitzgerald added Judge Fenstermaker reported there are 44 jury trials
scheduled, along with bench trials. Director Haight asked for input in the selection of the prosecuting
120 attorney. Administrator Fitzgerald explained the prosecutor affects police reputation and morale.

122 b) Mayor and Council Reports

Councilmember Nelson praised the customer service at the Yard Waste Facility.

124 Councilmember Crandall thanked Buildings and Grounds for a tour of our parks with Dave Ashton
and Director Neel.

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

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

132 COUNCILMEMBER NELSON MOVED TO ADJOURN THE REGULAR MEETING AT 6:02 P.M.
AND CONVENE IN A CLOSED SESSION REGARDING PROPERTY. COUNCILMEMBER JENSEN
134 SECONDED THE MOTION. THE VOTE IS RECORDED AS FOLLOWS:

136	COUNCILMEMBER CRANDALL	AYE
	COUNCILMEMBER JENSEN	AYE
138	COUNCILMEMBER NELSON	AYE
	COUNCILMEMBER PACKARD	AYE

140 COUNCILMEMBER SNELSON AYE

142 The Council returned to the open meeting by consensus and reviewed item #2, **Consideration of Lease Provisions with Geneva Rock Products Inc. - John Penrod, Assistant City Administrator/City Attorney**

144
146 COUNCILMEMBER NELSON MOVED TO AMEND THE LEASE WITH GENEVA ROCK PRODUCTS INC. DISCUSSED IN THE LAST MEETING FROM A 12-MONTH TERM TO A MONTH-TO-MONTH CONTRACT.

148 COUNCILMEMBER JENSEN SECONDED THE MOTION AND ALL VOTED AYE.

150 Councilmember Packard said it is nice to meet in person.

152 **5. ADJOURNMENT**

154 COUNCILMEMBER JENSEN MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL AT 6:34 P.M.

156 COUNCILMEMBER PACKARD SECONDED THE MOTION, ALL VOTED AYE.

158

160

162

162 *This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday, May 11, 2021.*

164 *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, May 11, 2021.*

168 *DATE APPROVED:* _____
170 _____
Jennifer Grigg
Deputy Recorder



STAFF REPORT

DATE: May 11, 2021
TO: Honorable Mayor and City Council
FROM: Jason Riding, Public Works Streets Superintendent
SUBJECT: 3-YEAR CITY STREET PAINT STRIPING CONTRACT 2021-011

RECOMMENDED MOTION

Motion to approve a Resolution for Done-Rite Lines as the low bidder for the 3-Year City Street Paint Striping Contract 2021-011 in the amount of \$35,828.32 annually, and authorize the Director of Public Works to issue a Notice to Proceed for the project.

GOALS, OBJECTIVES AND STRATEGIES

This project is proposed to use State C-Road funds for the Fiscal 2021-22 budget year.

The *Springville City General Plan*, Chapter 4 - Transportation and Circulation refers to the following:

Objective 1 - "Develop and maintain a connected circulation system of streets, providing convenient access within Springville, to neighboring communities, and the larger region."

Objective 2 - "Provide a circulation system for non-motorized vehicles and pedestrians, using street rights-of-way, trails and paths."

Objective 4 - "Continue efforts to improve maintenance of the City's streets, trails and paths."

SUMMARY OF ISSUES/FOCUS OF ACTION

The Streets Division of Public Works has historically bid out a multi-year (3 years) contract with qualified private contractors to repaint the faded street centerlines, bike symbols and bike path lines within the entire City.

The action before you is to approve a three-year contract beginning in June 2021 and ending on November 30, 2023. Measurement and payment will be based on the linear foot bid price for 3 consecutive years.

DISCUSSION

This contract includes mobilization, traffic control, white and yellow Type “F” (Fast Dry) ready-mix AASHTO¹ (M-248) paint, Glass Beads (M-247), and application per APWA² and MUTCD³ requirements.

This contract consists of approximately (annually):

- 346,812 linear feet of 4” Yellow lines
- 59,088 linear feet of 4” White lines
- 11,274 linear feet of 8” White lines
- 21,007 linear feet of 6” White lines
- 77 “Bike” symbols

Crosswalks, stop bars, arrows, and roadway sweeping is excluded due to cost. Streets Division personnel complete this work.

BID RESULTS

Springville City solicited bids for this project through Sciqwest.com, receiving the following (annual bid):

• Done-Rite Lines	\$35,828.32
• Peck Striping Inc.	\$58,259.62
• All Star Striping	\$69,399.49
• Legacy Striping	\$83,626.47

FISCAL IMPACT

Funding for this project will come from the Streets (Paint Maintenance) Fiscal 2021-22 budget GL# 10-4410-653, which has a budgeted amount of \$59,200.00.

1 American Association of State Highway and Transportation Officials

2 American Public Works Association

3 Manual on Uniform Traffic Control Devices

RESOLUTION #2021-XX

A RESOLUTION APPROVING A THREE-YEAR CONTRACT BETWEEN SPRINGVILLE CITY AND DONE-RITE LINES TO PROVIDE STREET PAINT STRIPING SERVICES.

WHEREAS, the Springville General Plan, Chapter 4, Transportation, and Circulation contains the goal, “to provide and maintain a vibrant, multi-modal transportation network that encourages flow, safety and a consideration for the aesthetics of the community;” and

WHEREAS, Objective 1 of Chapter 4 of the General Plan encourages the City to “Develop and maintain a connected circulation system of streets, providing convenient access within Springville, to neighboring communities, and the larger region;” and

WHEREAS, Objective 4 of Chapter 4 of the General Plan encourages Springville to “continue efforts to improve maintenance of the City’s streets, trails and paths;” and

WHEREAS, Done-Rite Lines is the low bidder for the 3-Year City Street Paint Striping Contract in the amount of \$35,828.32 annually; and

WHEREAS, after considering the facts, comments, and recommendations presented to the City Council, the Council finds the Agreement attached to this Resolution will further the health, safety, and general welfare of the citizens of Springville City.

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

PART I: The Mayor is authorized to sign the 3-Year City Street Paint Striping Contract, attached as Exhibit A.

PART II: This resolution shall take effect July 1, 2021.

PASSED AND APPROVED this 1st day of June 2021.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder

EXHIBIT A

Paint Striping Contract 2021-011 with Done Rite Lines

NOTICE OF AWARD

Dated May 6, 20 21

TO: DoneRite Lines

(BIDDER)

ADDRESS: 1420 W 1600 N

Mapleton Ut, 84664

PROJECT: 2021-23 Paint Striping Bid

CONTRACT: 2021-011 Paint Striping Bid

(Insert name of Contract as it appears in the Bidding Documents)

OWNERS CONTRACT NO.: 2021-011

You are notified that your Bid dated June 1, 20 21 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for: 2021-011 Paint Striping Bid

(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your contract is \$35,828.32 Dollars.

Two copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by May 18, 20 21.

1. Deliver to the OWNER two fully executed counterparts of the agreement including all the Contract Documents.
2. List other conditions precedent
 - a. Deliver evidence of insurance and current contractor's license.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, and to annul the Notice of Award.

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Contract Documents.

Springville City
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

- END OF DOCUMENT -



STAFF REPORT

DATE: May 19, 2021
TO: Honorable Mayor and City Council
FROM: Dan Mickelson, Library Director
SUBJECT: LES OLSON CONTRACT FOR COPY MACHINES OVER 5 YEAR PERIOD

RECOMMENDED MOTION

Approve a Resolution and lease with Les Olson Company for managing the Library copy machines over a 5-year period.

DISCUSSION

We've used LOC for many years and are happy with their services and products. This service is under state contract.

ALTERNATIVES

LOC is under state contract.

FISCAL IMPACT

This updated contract will provide \$90.48 savings each year compared to the current contract. Additionally, our per copy rates for both black/white and color copies are going down so we will realize savings there as well.

Dan Mickelson, Library Director

RESOLUTION #2021-XX

A RESOLUTION APPROVING A FIVE-YEAR CONTRACT BETWEEN SPRINGVILLE CITY AND LES OLSON COMPANY TO PROVIDE COPY MACHINES AND SERVICES FOR THE LIBRARY.

WHEREAS, the Springville General Plan, Chapter 7.2.1, Community Facilities and Services, contains the expectation to provide computing services, and with that the ability to print is a commonly used feature; and

WHEREAS, Les Olson Company has provided great support for copiers and services and is under state contract, in the amount of \$5,269.32 annually for a 5-year total of 26,346.60; and

WHEREAS, after considering the facts, comments, and recommendations presented to the City Council, the Council finds the Agreement attached to this Resolution will continue to provide copy machines and services for the use of the citizens of Springville City.

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

PART I: The Mayor is authorized to sign the 5-Year Contract with LOC for copiers and services, attached as Exhibit A.

PART II: This resolution shall take effect July 1, 2021.

PASSED AND APPROVED this 01st day of June 2021.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder

EXHIBIT

FIVE-YEAR CONTRACT BETWEEN SPRINGVILLE CITY AND LES OLSON
COMPANY TO PROVIDE COPY MACHINES AND SERVICES FOR THE LIBRARY



LEASE BUYOUT ANALYSIS

Springville City- Library

CURRENT SITUATION	MONTHLY
Monthly Lease Payment for Existing Copiers in Library (5070's)	\$446.65
Service billed at .009 bw & .0535 color	
CURRENT MONTHLY EXPENSE	\$446.65

NEW RECOMMENDATION	MONTHLY
Monthly Lease Payment 2 Sharp MX-5071's	\$439.11
Service to be billed at .0079 & .0510	
NEW MONTHLY EXPENSE	\$439.11

MONTHLY SAVINGS	ANNUALIZED SAVINGS
\$7.54	\$90.48

Advantages of Upgrading

1. Leasing rates are lower than ever due to Covid
3. Pricing includes service & supplies and Les Olson Company's satisfaction guarantee
4. Includes delivery, installation & training

Accepted by: _____

Date: _____

Sold To:
Springville City
110 S Main St
Springville, UT 84663-1399

Attn: John Averett
P: 8014917854
E: javerett@springville.org

Equipment Group 1		110 S Main St Springville, UT 84663-1399
QTY	Item Number	Description
2	MX-5071	50 pages-per-minute Color Sharp Multi-function System
2	MX-DE28	Copier Stand with 1 550-sheet Universal Size Paper Drawer/ 2,100-sheet Tandem Paper Drawer
2	MX-TR19	Right Side Exit Tray
2	MX-TU16	Center Exit Tray
2	MX-FX15	Fax Module
2	ITOM	IT Open Market on-Site Network Installation (2 Hours)
2	SURGE-20	20 Amp Surge Suppressor
2	MX-61NTBA	Sharp Toner - Black
2	MX-61NTCA	Sharp Toner - Cyan
2	MX-61NTMA	Sharp Toner - Magenta
2	MX-61NTYA	Sharp Toner - Yellow

Service Type	Monthly Base Pages	Monthly Base Charges
Add to B/W MPS Contract MX-5071	Actual Usage	\$0.0079
Add to Color MPS Contract MX-5071	Actual Usage	\$0.0510

PO#	Purchase Type	Terms	Purchase Option	Minimum Monthly Payment
	Lease	60 months	FMV	\$439.11 (plus applicable taxes)
<ul style="list-style-type: none"> Pricing is subject to credit approval. 				

Additional Notes
<ul style="list-style-type: none"> Current lease contract #02SPRLI-2 to be upgraded upon acceptance of new lease agreement.

X

Signature

Printed Name

Title

Date

Conditional Sales Contract

Les Olson Company, seller, agrees to sell and the Purchaser agrees to buy all of the goods and personal property described in the foregoing sales order at the price and upon the terms therein stated, and subject to final credit approval. The title to said property shall remain with the seller until the full purchase price is paid, but the purchaser shall be responsible for any loss, damage or injury to said property, whether by fire or otherwise and no such loss, damage or injury shall relieve the purchaser from liability to pay the full purchase price. Equipment on a cost per copy, rental or lease must be covered by insurance. Time is of the essence regarding the terms of this contract, and if default be made by the purchaser in any payment of any of the terms of this sale, the seller may, at its election, declare the forfeiture hereunder and may take possession of the property and thereupon all of the purchaser's rights herein shall cease, and all payments theretofore made by the purchaser shall be forfeited as liquidated damages. No acceptance of any intermediate payment by the seller after default shall be a waiver of subsequent or of the seller's right to repossess the property and declare forfeiture. The purchaser gives seller the right to file financing statements with respect to the equipment under the Uniform Commercial Code, as amended, or other similar provisions of law, and authorizes seller where permitted by laws to make such filings without buyer's signature. The purchaser agrees to pay, in the event the account becomes delinquent and is turned over to an attorney or third-party collector, fees equal to fifty percent (50%) of the balance due plus all attendant collection costs. A Finance Charge of 1 1/2% per month (ANNUAL PERCENTAGE RATE 18%) will be charged on all overdue accounts. NOTE: We will not be responsible for loss or damage caused by fire, theft, testing, or any other causes beyond our control. A 15% handling charge on all returned merchandise will be made.





STAFF REPORT

DATE: May 24, 2021

TO: Honorable Mayor and City Council

FROM: Laura Thompson, Planner II

SUBJECT: FINAL APPROVAL FOR THE SADDLEBROOK ESTATES SUBDIVISION LOCATED IN THE AREA OF 1162 WEST CENTER STREET IN THE R1-10 SINGLE-FAMILY RESIDENTIAL AND WESTFIELDS OVERLAY ZONES.

RECOMMENDED MOTION

Motion to grant final approval for the Saddlebrook Estates Subdivision located in the area of 1162 West Center Street.

SUMMARY OF ISSUES/FOCUS OF ACTION

Does the proposed subdivision meet the requirements of Springville City Development Code?

BACKGROUND

The proposed subdivision is located on a five-acre parcel at 1162 W Center and will contain twenty-one lots, of which there will be nine single-family lots with the remainder being twin-home lots.

The developer is requesting to participate in the Westfields Density Bonus Program, requesting a 40% density bonus. The base zone of R1-10 will allow for 15 lots and with a 40% density bonus, the developer can develop an additional six lots.



DISCUSSION

The density bonus requirements chosen by the developer are shown below. In addition to the chosen

density bonus categories every development in the Westfields Overlay must meet the minimum performance standards found in Section 11-5-404 of Springville City Code.

Density Bonus Category	Density Bonus Improvement	Bonus %
Parks and Open Space (Minimum 3%) Fees in lieu of park land and improvements (\$100,000)	For parcels that are too small for development of a park meeting the minimum City standard of 5 acres, a fee in lieu may be paid at the rate of the value of the land per acre plus improvements totaling no less than the amount per acre established by resolution and approved by the City Council and be prorated at 1.2% density bonus for the equivalent value of 1% land and development costs up to a maximum of 12% density bonus.	12%
Building Materials (Minimum 3%)	A density bonus of 20% shall be given where 75% of the net wall elevation includes brick or stone with the remainder in stucco, wood or fiber cement siding on multi-family dwellings.	20%
Design Features	A density bonus of up to 3% may be given for a recessed entry at least 3 feet deep and 5 feet wide with living space on either side and roofed.	3%
	A density bonus of up to 2% may be given for projecting bays of at least 2 feet deep covering at least 15% of the front facade, based on materials and appropriateness of location.	2%
	A density bonus of up to 2% may be given for window opening accents on all front facade windows, such as a window head (e.g., pedimented or hooded) and a projecting sill (e.g., precast or brick) along with keystones, brick soldier coursing above the window, etc.	2%
	A density bonus of 2% may be given for dormer windows based on materials and appropriateness of location.	2%
TOTAL DENSITY BONUS		40%

PLANNING COMMISSION REVIEW

The Planning Commission considered the final plans on April 27, 2021 as part of the consent agenda.

COMMISSION ACTION: Commissioner Ellingson moved to approve the consent agenda. Commissioner Baker seconded the motion. Approval was unanimous.

Commission Vote

<u>Commissioner</u>	<u>Yes</u>	<u>No</u>
Genevieve Baker	X	
Karen Ellingson	X	
Michael Farrer	X	
Kay Heaps	X	
Brad Mertz	X	
Rod Parker	X	
Frank Young	X	



ALTERNATIVES

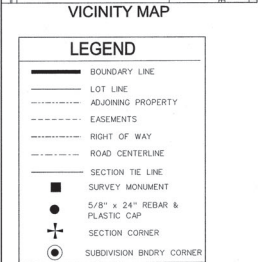
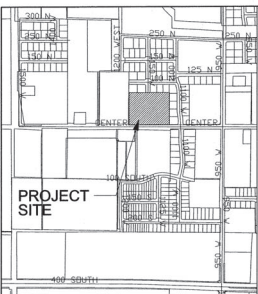
1. Approve the subdivision.
2. Approve with conditions; or
3. Deny the application.

Laura Thompson
Planner II

Attachments

cc: Michael Camberlango





NOTE:
 1. NO TREES, SHRUBS, TELEPHONE BOXES, OR POWER BOXES ARE ALLOWED IN IRRIGATION COMPANY OR SPRINGVILLE DRAINAGE DISTRICT EASEMENTS.
 2. DETENTION IS IN THE REGIONAL STORMWATER BASIN.

57' RADIUS TEMPORARY ASPHALT TURNAROUND WITH APPROPRIATE ROAD BASE & NO PARKING SIGNS INSTALLED AND NO ABOVE GROUND UTILITIES ALLOWED IN TURNAROUND AREA.

NW CORNER OF SECTION 32, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN

EAST - 1110.26'

WEST 1/4 CORNER OF SECTION 32, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN

DESCRIPTION	=
TOTAL ACRES OF AREA PROPOSED	4.977 ACRES
TOTAL # OF UNITS AND TOTAL ACRES IN LOTS	21 / 3,890 AC
TOTAL ACRES IN ROADWAY	1.127 AC
LINE MILES OF ROAD	0.242 MILES
ZONING: R1-10 & WF-1	

Dudley and Associates, Inc.
 353 East 1200 South
 Orem, Utah 84058
 office 801-224-1252
 fax 801-224-1264

Springville Power Notes

Developer shall coordinate all power design and installation with the Electrical Department by emailing Melissa Lasso at mlasso@springville.org or calling 801-489-2750 ext. 4024

Developer shall protect all existing electrical facilities and operating clearance requirements

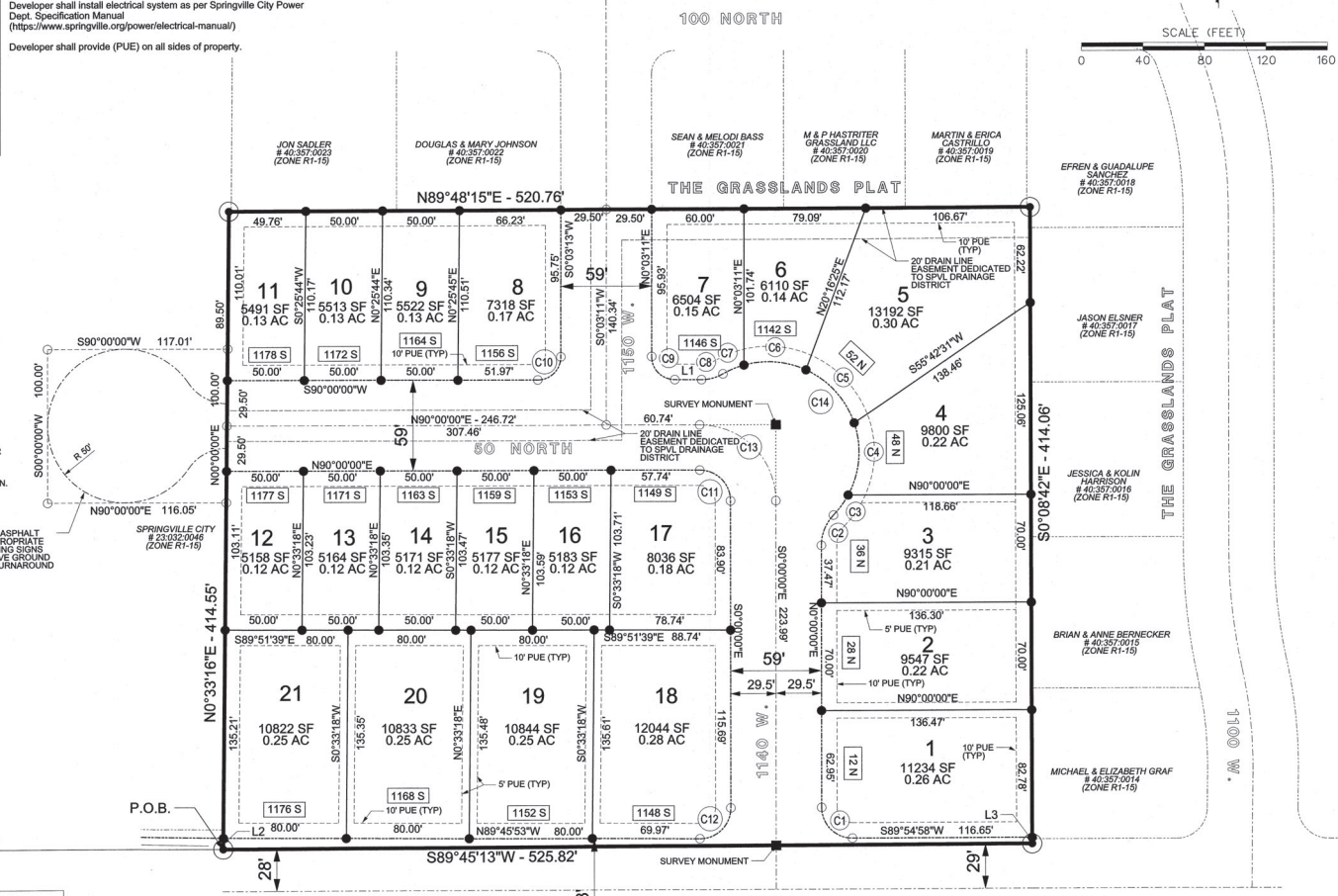
All existing Public Utility Easements (PUE) and existing electrical facilities shall be preserved by the developer.

Developer shall install electrical system as per Springville City Power Dept. Specification Manual (<https://www.springville.org/power/electrical-manual/>)

Developer shall provide (PUE) on all sides of property.

SADDLE BROOK ESTATES

RESIDENTIAL SUBDIVISION
 LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 32
 TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN



Name	Length	Direction
L1	17.44	N 89°59'59" W
L2	7.23	N 00°33'16" E
L3	4.00	S 00°08'42" E

Name	Delta	Radius	Length	Chord	Chord BRG
C1	90°00'02"	20.00	31.45	28.30	N 45°02'31" W
C2	44°07'32"	28.00	21.58	21.03	N 22°03'46" E
C3	15°49'58"	59.00	16.22	16.17	N 36°15'02" E
C4	47°09'58"	59.00	48.57	47.21	N 4°47'34" E
C5	46°39'48"	59.00	48.00	46.89	N 42°05'49" W
C6	40°09'16"	59.00	41.28	40.44	N 85°26'52" W
C7	14°21'55"	59.00	14.79	14.75	S 67°19'33" W
C8	29°51'25"	28.00	14.59	14.43	S 75°04'19" W
C9	90°03'09"	15.00	23.58	21.22	N 44°58'23" W
C10	89°58'43"	15.00	23.55	21.20	S 48°01'34" W
C11	90°00'00"	20.00	31.42	28.28	S 45°00'00" E
C12	90°12'00"	20.00	31.49	28.33	S 45°08'08" W
C13	90°00'00"	49.50	77.75	70.00	S 45°00'00" E
C14	183°58'56"	59.00	188.86	419.34	S 37°51'56" E

INFORMATION TABLE

DESCRIPTION =

TOTAL ACRES OF AREA PROPOSED 4.977 ACRES

TOTAL # OF UNITS AND TOTAL ACRES IN LOTS 21 / 3,890 AC

TOTAL ACRES IN ROADWAY 1.127 AC

LINE MILES OF ROAD 0.242 MILES

ZONING: R1-10 & WF-1

DOMINION ENERGY

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

APPROVED THIS ____ DAY OF _____, 20 ____.

BY: _____
 TITLE: _____

SURVEYOR'S CERTIFICATE

I, ROGER D. DUDLEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 147088 IN ACCORDANCE WITH TITLE 68, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW IN ACCORDANCE WITH SECTION 17-23-17, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

Beginning at a point which is North 00°12'27" West along the section line 166.22 feet and East 1110.26 feet from the West Quarter Corner of Section 32, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence N 0°33'16" E along a fence line 414.55 feet to the boundary line of The Grasslands Subdivision Plat A; thence N 89°48'15" E along said boundary line 520.76 feet; thence S 0°08'42" E along said boundary line 414.06 feet; thence S 89°45'13" W 525.82 feet to the POINT OF BEGINNING.

Area = 4.977 acres (216,792 sq. ft.)

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREOF AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATED THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREOF FOR PERPETUAL USE OF THE PUBLIC. IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF _____, A.D. 20 ____.

CAMBERLAND DEVELOPMENT GROUP, LLC BY: _____ (MANAGER)

OWNER'S ACKNOWLEDGEMENT (LLC)

STATE OF UTAH)
 COUNTY OF UTAH) S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____, BY _____ WHO PERSONALLY APPEARED BEFORE ME, WHO BEING DULY SWORN OR AFFIRMED, DID SAY THAT HE/SHE IS THE _____ OF _____ A LIMITED LIABILITY COMPANY, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID COMPANY, AND IN HIS/HER CAPACITY AS _____ OF _____ LIMITED LIABILITY COMPANY.

MY COMMISSION NUMBER _____ SIGNED (A NOTARY PUBLIC COMMISSIONED IN UTAH)

MY COMMISSION EXPIRES _____ PRINT NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF SPRINGVILLE, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC.

THIS ____ DAY OF _____, A.D. 20 ____

MAYOR _____ ATTEST CLERK-RECORDER (SEE SEAL BELOW)

APPROVED BY ENGINEER (SEE SEAL BELOW)

CITY ATTORNEY APPROVAL

APPROVED THIS ____ DAY OF _____, A.D. 20____, BY THE CITY ATTORNEY, _____

PLANNING COMMISSION APPROVAL

APPROVED THIS ____ DAY OF _____, A.D. 20____, BY THE SPRINGVILLE CITY PLANNING COMMISSION _____

COUNTY RECORDER _____

PLAT "A"

SADDLE BROOK ESTATES

RESIDENTIAL SUBDIVISION

SPRINGVILLE CITY UTAH COUNTY, UTAH

SCALE: 1" = 40 FEET

SURVEYOR'S SEAL NOTARY PUBLIC SEAL CITY-COUNTY ENGINEER SEAL CLERK-RECORDER SEAL



STAFF REPORT

DATE: May 24, 2021

TO: Honorable Mayor and City Council

FROM: Laura Thompson, Planner II

SUBJECT: PRELIMINARY APPROVAL OF THE CONDIE CORNER SUBDIVISION LOCATED AT 680 WEST CENTER STREET IN THE R1-10 SINGLE-FAMILY RESIDENTIAL AND WF-1 WESTFIELDS OVERLAY ZONES.

RECOMMENDED MOTION

Motion to grant preliminary approval of the Condie Corner Subdivision located at 680 West Center Street in the R1-10 Single-Family Residential and WF-1 Westfields Overlay Zones.

SUMMARY OF ISSUES/FOCUS OF ACTION

Does the proposed preliminary plan meet the requirements of Springville City Code?

BACKGROUND

The proposed 17-lot single-family subdivision is located just east of the Westside Elementary School on a 4.2-acre parcel containing an existing single-family home that will remain.

The property falls within the R1-10 and Westfield Overlay Zones. The overlay allows a development to participate in the density bonus program, which includes a mix of lot types, with a percentage meeting the underlying zone.



DISCUSSION

Densities more than the baseline density for the underlying zone may be considered for developments which comply with the density bonus program requirements up to a maximum of forty percent (40%) for developments in the Westfields Overlay. The applicant is requesting a 25% density bonus equating to an additional four (4) units.

For developers requesting densities greater than the baseline density, the development must comply with two (2) or more of the bonus density requirements. Participation in the density bonus program is contingent upon meeting at least one (1) of the requirements of the “Parks, Open Space and Other Public Lands” and “Building Materials” categories. A minimum of three percent (3%) shall be achieved from each category. For developments in the Village Center a participation minimum of twelve percent (12%) in the “Open Space and Other Public Lands” and fifteen percent (15%) in the “Building Materials” categories is required.

Density Bonus Category	Density Bonus Improvement	Bonus %
Parks and Open Space (Minimum 3%) \$29,678.63	For parcels that are too small for development of a park meeting the minimum City standard of 5 acres, a fee in lieu may be paid at the rate of the value of the land per acre plus improvements totaling no less than the amount per acre established by resolution and approved by the City Council and be prorated at 1.2% density bonus for the equivalent value of 1% land and development costs up to a maximum of 12% density bonus.	3%
Building Materials (Minimum 3%)	c. A density bonus of 15% shall be given where 50% of the gross facade elevation includes brick or stone with 50% of the remainder in stucco, wood or fiber cement siding on detached single-family and attached two-family dwellings.	15%
Design Features	The developer will mix and match between the design options for each home equaling the 7%.	7%
TOTAL DENSITY BONUS		25%

PLANNING COMMISSION REVIEW

The Planning Commission considered the preliminary plan on April 13, 2021 as part of the consent agenda.

COMMISSION ACTION: Commissioner Ellingson moved to approve the consent agenda. Commissioner Heaps seconded the motion. Approval was unanimous.

Commission Vote

<u>Commissioner</u>	<u>Yes</u>	<u>No</u>
Genevieve Baker	X	
Karen Ellingson	X	
Michael Farrer	X	
Kay Heaps	X	
Brad Mertz	Excused	
Rod Parker	X	
Frank Young	X	

ALTERNATIVES

1. Approve the subdivision.
2. Approve with conditions; or



3. Deny the application.

Laura Thompson
Planner II

Attachments

cc: Daryl Hodgson





STAFF REPORT

DATE: June 1, 2021
TO: Honorable Mayor and City Council
FROM: Shawn Black, Power Generation Superintendent
SUBJECT: 5 YEAR GAS HEDGE FOR WHITEHEAD POWERPLANT 2027-2032

RECOMMENDED MOTION

The Electric Department recommends approving a motion to hedge natural gas which will supply the Whitehead Powerplant during the years of 2027-2032 at a price not to exceed \$3.15 per MMBtu.

SUMMARY OF ISSUES/FOCUS OF ACTION

Staff has pursued the goal of removing volatility out of future energy prices while maintaining a predictable budget. Springville City has previously hedged all of the natural gas needed to fulfill most of Springville's needs at the Whitehead Powerplant up to the year of 2027. The recommended motion would solidify the price of power that the City pays for the years of 2027 until the Spring of 2032.

BACKGROUND

During 2016 Springville City entered into a natural gas hedge for the Whitehead Powerplant. This hedge supplied both the heating needs of the sewer plant and the projected summer burns at the Whitehead plant through 2026. Staff has been anxious to extend hedges out further in time while pricing is low to remove risk from market volatility in the future. Council previously gave approval in March to buy this gas with a not to exceed price of \$2.00 per MMBtu. Prices climbed \$.25 per MMBtu from the previous week's (3/3/2021) quotes for gas and have stayed at that level for the last two months.

DISCUSSION

The Electric Department has been assessing the natural gas markets for the last couple of years with the intention of extending the low variable power pricing at the Whitehead Powerplant. This transaction would allow the plant to run at a variable fuel price of around \$28.35 per MW on the Caterpillar generators and around \$33.49 per MW on the Enterprise generators. This compares to the current pricing of \$32.40 per MW and \$37.56 per MW respectively. The financial liability for this transaction accounts for gas needed to supply the boiler and generators at the Whitehead Powerplant for 61 months at a cost of \$3,049,515 overall. Springville has been using larger amounts of gas than what was hedged in 2016 for the past few summers. This hedge will account for about 80% of what has been used recently.

ALTERNATIVES

Waiting to hedge at a different time, or supplying the fuel needed to fulfill Springville's Nebo needs with market available fuel as the time arrives.

FISCAL IMPACT

Approving the motion to hedge the fuel needed to supply the Whitehead Powerplant during the years of 2027-2032 is at lesser cost than previous hedge price Springville secured during 2016, remaining under budget.

CITY COUNCIL AGENDA

Meeting Date - June 1, 2021



STAFF REPORT

DATE: June 1, 2021
TO: Honorable Mayor and City Council
FROM: Shawn Black, Power Generation Superintendent
SUBJECT: 5 YEAR GAS HEDGE FOR NEBO POWERPLANT 2027-2032

RECOMMENDED MOTION

The Electric Department recommends approving a motion to hedge natural gas which will supply the Nebo Powerplant during the years of 2027-2032 at a price not to exceed \$3.25 per MMBtu.

SUMMARY OF ISSUES/FOCUS OF ACTION

Staff has pursued the goal of removing volatility out of future energy prices while maintaining a predictable budget. Springville City has previously hedged all of the natural gas needed to fulfill Springville's ownership allocation at the Nebo Powerplant up to the year of 2027. The recommended motion would solidify the price of power that the City pays for the years of 2027 until the Spring of 2032.

BACKGROUND

During 2019 Springville City completed three natural gas hedges for the Nebo Powerplant. These hedges will supply Nebo up until the end of 2026. Staff has been waiting to extend hedges out further in time to remove risk from market volatility in the future. Council previously gave approval in March to buy this gas with a not to exceed price of \$3.00 per MMBtu. Prices climbed \$.25 per MMBtu from the previous week's (3/3/2021) quotes for gas and have stayed at that level for the last two months.

DISCUSSION

The Electric Department has been assessing the natural gas markets for the last couple of years with the intention of extending the low variable power pricing at Nebo. This transaction would allow Nebo to run at a variable fuel price of around \$27.63 per MW, pulling the price up from \$25.50 approved back in March. This compares to a \$40.20 per MW run price for our shoulder months now. The financial liability for this transaction is for gas needed to supply the Nebo Powerplant for 61 months at a cost of \$17,025,831 overall.

ALTERNATIVES

Waiting to hedge at a different time, or supplying the fuel needed to fulfill Springville's Nebo needs with market available fuel as the time arrives.

FISCAL IMPACT

Approving the motion to hedge the fuel needed to supply the Nebo Powerplant during the years of 2027-2032 is in line with the hedge prices Springville secured during 2019, remaining under budget.



STAFF REPORT

DATE: June 1, 2021
TO: Honorable Mayor and City Council
FROM: Shawn Black, Power Generation Superintendent
SUBJECT: 5 YEAR GAS HEDGE FOR CLYDE RECREATION CENTER 2021-2026

RECOMMENDED MOTION

Staff recommends approving a motion to hedge natural gas which will supply the Clyde Recreation Center during the years of 2021-2026 at a price not to exceed \$3.55 per MMBtu.

SUMMARY OF ISSUES/FOCUS OF ACTION

Staff has pursued the goal of removing volatility out of future energy prices while maintaining a predictable budget. Springville City is being exposed to variable gas prices for use in heating the Clyde Recreation Center. Fixing the natural gas price removes market volatility and possible larger swings in the gas for budget certainty at the rec center.

BACKGROUND

The Clyde Recreation Center initially had a natural gas meter that was under Dominion Energy's GS Rate Schedule. Dominion's GS Rate Schedule fell under normal commercial rates which were much higher than was attainable with a TS Service Schedule. Staff used the GS Rate Schedule during the centers first year of operation to get access to substantial rebate credits payed as a result of installing high efficiency boilers and air handlers. During the following years of operation, the facility has been under the TS Service Schedule.

DISCUSSION

The Electric Department has been assessing the natural gas markets for the last couple of years with the intention of solidifying the natural gas prices used at both of the City's powerplants, but also the Clyde Recreation Center. Pricing has been favorable to let things "just float" for the last couple of years, but staff's anxiety to remove risk raised substantially during the events of last month. The extreme gas and power prices had impact across all the utilities in the U.S, not just Texas. The financial liability for this transaction is for gas needed to supply the Clyde Recreation Center for 60 months at a cost of \$252,050 overall.

ALTERNATIVES

Waiting to hedge at a different time, or supplying the fuel needed to fulfill Springville's Nebo needs with market available fuel as the time arrives.

FISCAL IMPACT

Approving the motion to hedge the fuel needed to supply the Clyde Recreation Center during the years of 2021-2026 will solidify the operating budget used to heat the pools and facilities at the Clyde Recreation Center.



STAFF REPORT

DATE: May 26, 2021
TO: Honorable Mayor and City Council
FROM: John Penrod, City Attorney
SUBJECT: CONSIDERATION OF RESOLUTION APPROVING VOLUNTEERS FOR ART CITY DAYS.

RECOMMENDED MOTIONS

Motion to approve Resolution No. ____ that approves Art City Days' volunteers.

BACKGROUND

Springville City's residents are always eager to help volunteer their time to help make Springville a better place. Art City Days would not happen without numerous volunteer hours. The purpose of the attached resolution is to keep track of those people who volunteer their time and energy to help make Art City Days successful and to keep a list for who is authorized volunteers for insurance purposes.

FISCAL IMPACT

None.

Attachments: Proposed Resolution

RESOLUTION #2021-XX

A RESOLUTION APPROVING VOLUNTEERS FOR ART CITY DAYS.

WHEREAS, numerous volunteer hours are donated to Springville City every year to make Art City Days successful; and

WHEREAS, the attached list are groups and individuals who are recognized as Springville City volunteers for Art City Days; and

WHEREAS, between now and Art City Days more people will need to be added to the list, and the best way to do approve volunteers is to allow the Recreation Director to add groups and individual volunteers to the attached list Exhibit A.

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

SECTION 1. Volunteers. The attached list of group and individual volunteers are approved volunteers for Springville City's Art City Days festival. Any group or individual added to the list by the City's Recreation Director shall also be considered an approved volunteer for Art City Days.

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

PASSED AND APPROVED this ____ day of June 2021.

Richard J. Child, Mayor

Attest:

Kim Crane, City Recorder

EXHIBIT A

Art City Days' Volunteers



STAFF REPORT

DATE: May 26, 2021

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF AN ORDINANCE THAT ADJUSTS THE COMMON BOUNDARY BETWEEN SPRINGVILLE CITY AND SPANISH FORK CITY.

RECOMMENDED MOTIONS

Motion to approve Ordinance No. ____ that adjusts the common boundary between Springville City and Spanish Fork City.

BACKGROUND

Springville City has received an application to adjust the common boundary between Springville City and Spanish Fork City. The adjusted boundary will allow a Spanish Fork business to install new Spanish Fork City roads for the business's expansion. As part of the adjusted boundary, Springville City will be giving up 1.87 acres and receiving 4.85 acres.

The attached ordinance and plat are for a boundary adjustment with Spanish Fork City. The property is located behind Young Living on North Main Street. Currently, the City boundary splits two parcels owned by GW Green Family Limited Partnership, with one parcel in Spanish Fork and the other in Springville. The proposed boundary adjustment would put all of the Green property in Springville and Spanish Fork would receive a parcel in the future alignment of Spanish Fork City's 3450 North Street.

The State Code allows a city to adjust its boundaries by both cities approving a resolution indicating intent to adjust. On March 9, 2021, the City Council adopted a resolution indicating intent to adjust the boundary. Spanish City adopted its resolution in January 2021 and adopted its final ordinance on April 6, 2021. Springville City's public hearing and consideration of the attached ordinance is the final approval for the boundary adjustment to take place.

One concern that Springville City's engineering staff has regarding the boundary adjustment is that there is nothing binding Young Living or any other property owner to install a road that connects Spanish Fork City's Main Street (Springville's 2600 West) to

the frontage road in Springville City. The closest road that makes the desired connection is Springville's 700 South, which is approximately 1,000 feet to the north.

FISCAL IMPACT

None.

Attachments: Proposed Ordinance

ORDINANCE #XX-2021

AN ORDINANCE ADJUSTING A COMMON BOUNDARY WITH SPANISH FORK CITY LOCATED NEAR 2200 WEST 900 SOUTH.

WHEREAS, the Springville City Council and the Spanish Fork City Council have each adopted a resolution of intent to adjust their common boundary; and

WHEREAS, the proposed boundary adjustment is located near 2200 West 900 South in Springville and results in Springville City giving up 1.87 acres and receiving 4.85 acres, as shown on the Municipal Boundary Line Adjustment Plat attached as Exhibit A (the "Boundary Adjustment"); and

WHEREAS, on April 6, 2021, the Spanish Fork City Council held a public hearing and adopted an ordinance that authorizes the Boundary Adjustment; and

WHEREAS, Springville City has followed all of the notice requirements under Section 10-2-419 to hold a public hearing on Jun 1, 2021, to accept public comment on the proposed Boundary Adjustment; and

WHEREAS, Springville City has not received any written protest regarding the Boundary Adjustment; and

WHEREAS, on June 1, 2021, Springville City held a public hearing to take public comment and to consider the Boundary Adjustment; and

WHEREAS, after hearing public comments and considering all available evidence, the Springville City Council finds that it is in the best interest of its citizens to adopt this Ordinance to implement the Boundary Adjustment.

NOW, THEREFORE, be it ordained by the City Council of Springville, Utah:

Section 1. Boundary Adjustment. The boundaries of Springville City are modified as shown on the Municipal Boundary Line Adjustment Plat attached hereto as Exhibit A. The boundaries of Springville City are hereby expanded so as to include within Springville City limits the following described land located in Utah County, Utah:

PARCEL 1

COMMENCING AT A POINT WHICH LIES N0°21'23"W ALONG THE SECTION LINE 189.34 FEET AND EAST 1168.27 FEET FROM THE WEST ¼ CORNER OF SECTION 6, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE N0°10'13"E 679.94 FEET TO A POINT ON THE CRANDALL WEST ANNEXATION, ENTRY # 87002:2000 MAP # 8810 PER THE RECORDS ON FILE AT THE UTAH COUNTY RECORDERS OFFICE; THENCE S88°07'00"E ALONG SAID ANNEXATION PLAT 313.20 FEET; THENCE S0°18'30"W 669.31 FEET, ALONG THE CRANDALL ANNEXATION, ENTRY # 19459-1999, MAP # 7915 PER THE RECORDS ON FILE AT THE UTAH COUNTY RECORDERS OFFICE; THENCE S89°56'12"W 311.44 FEET, RETURNING TO THE POINT OF BEGINNING.

4.85 AC

The boundaries of Springville City are hereby contracted so as to exclude the following described land located in Utah County, Utah, from the limits of Springville City:

PARCEL 2

COMMENCING AT A POINT WHICH LIES N0°21'23"W ALONG THE SECTION LINE 1105.55 FEET AND EAST 819.82 FEET FROM THE WEST ¼ CORNER OF SECTION 6, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE EAST 356.97 FEET; THENCE S0°10'13"W 236.25 FEET; THENCE ALONG THE CRANDALL WEST ANNEXATION, ENTRY # 87002:2000 MAP # 8810 PER THE RECORDS ON FILE AT THE UTAH COUNTY RECORDERS OFFICE THE FOLLOWING (3) CALLS: N88°07'00"W 352.57 FEET; N1°04'00"W 205.74 FEET; THENCE N0°10'00"W 18.96 FEET, RETURNING TO THE POINT OF BEGINNING.

1.87 AC

Section 2. Not Part of the Municipal Code. This ordinance shall not become part of the Springville City Municipal Code.

Section 3. Effective Date. This ordinance shall become effective after first publication, as required by law.

PASSED, ADOPTED, AND ORDERED POSTED by the Council of Springville City, Utah this _____ day of June 2021.

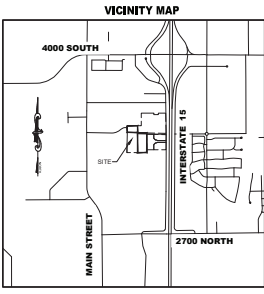
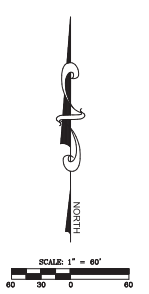
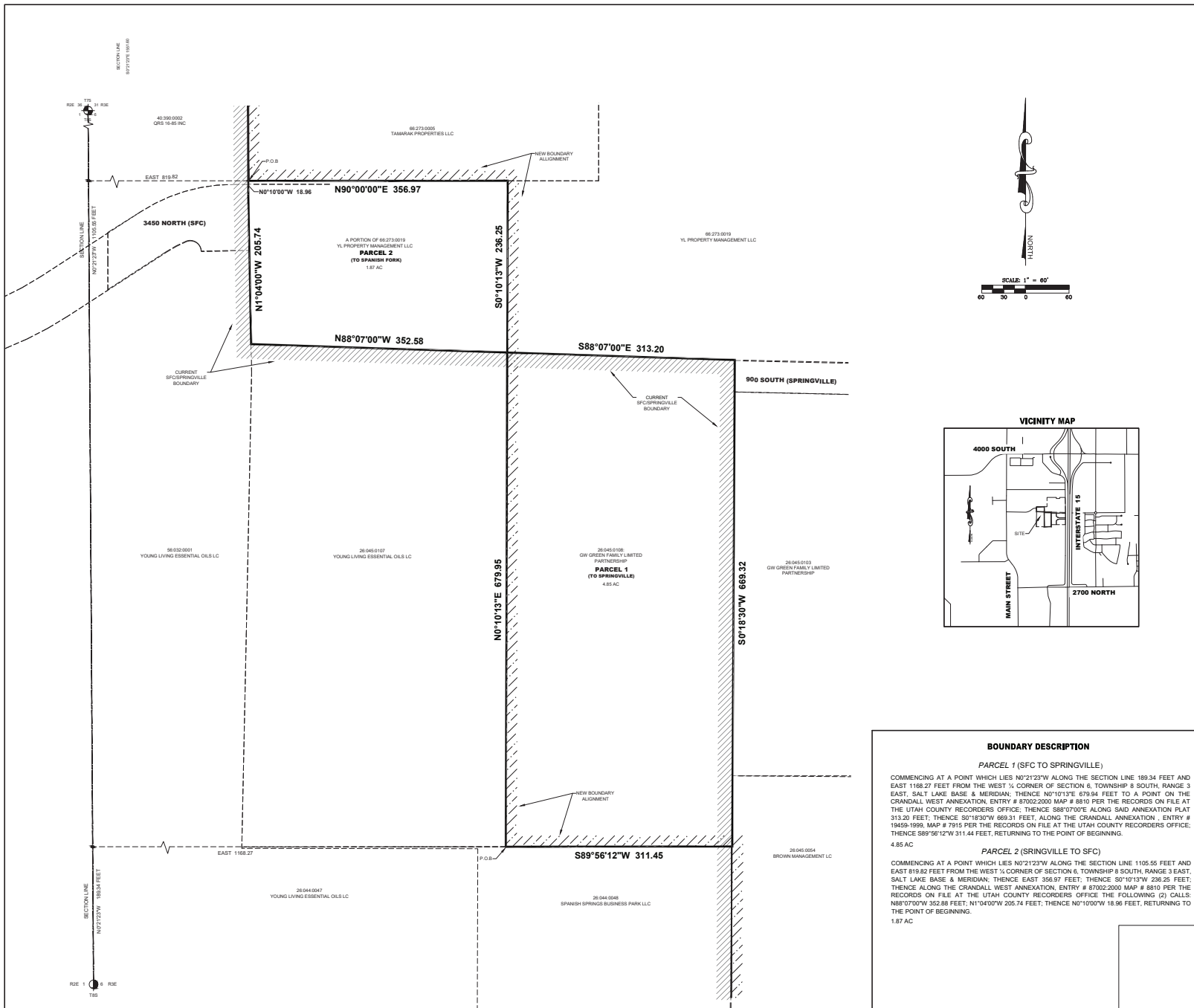
MAYOR RICHARD J. CHILD

ATTEST:

KIM CRANE, CITY RECORDER

Exhibit A

Municipal Boundary Line Adjustment Plat



BOUNDARY DESCRIPTION

PARCEL 1 (SFC TO SPRINGVILLE)
 COMMENCING AT A POINT WHICH LIES N0°21'23"W ALONG THE SECTION LINE 189.34 FEET AND EAST 1168.27 FEET FROM THE WEST 1/4 CORNER OF SECTION 6, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE N0°10'15"E 679.95 FEET TO A POINT ON THE CRANDALL WEST ANNEXATION, ENTRY # 87002-2000 MAP # 8810 PER THE RECORDS ON FILE AT THE UTAH COUNTY RECORDERS OFFICE; THENCE S89°07'00"E ALONG SAID ANNEXATION PLAT 313.20 FEET; THENCE S0°18'30"W 669.32 FEET, ALONG THE CRANDALL ANNEXATION, ENTRY # 19459-1999, MAP # 7915 PER THE RECORDS ON FILE AT THE UTAH COUNTY RECORDERS OFFICE; THENCE S89°56'12"W 311.44 FEET, RETURNING TO THE POINT OF BEGINNING.
 4.85 AC

PARCEL 2 (SPRINGVILLE TO SFC)
 COMMENCING AT A POINT WHICH LIES N0°21'23"W ALONG THE SECTION LINE 1105.55 FEET AND EAST 819.82 FEET FROM THE WEST 1/4 CORNER OF SECTION 6, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE EAST 356.97 FEET; THENCE S0°10'00"W 205.74 FEET; THENCE N88°07'00"E ALONG THE CRANDALL WEST ANNEXATION, ENTRY # 87002-2000 MAP # 8810 PER THE RECORDS ON FILE AT THE UTAH COUNTY RECORDERS OFFICE THE FOLLOWING (2) CALLS: N88°07'00"W 352.88 FEET; N1°04'00"W 205.74 FEET; THENCE N0°10'00"W 18.96 FEET, RETURNING TO THE POINT OF BEGINNING.
 1.87 AC

SURVEYOR'S CERTIFICATE

I, TRAVIS R. WARREN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 1962800 IN ACCORDANCE WITH TITLE 36, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED INTO SPANISH FORK CITY, UTAH COUNTY, UTAH.

SURVEYOR (See Seal Below) _____ DATE _____

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, SPANISH FORK CITY CORPORATION, HAVE RECEIVED A REQUEST TO ADJUST THE BOUNDARY LINE SHOWN HEREON BETWEEN SPRINGVILLE CITY AND SPANISH FORK CITY AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING. WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE BOUNDARY LINE ADJUSTMENT SHOWN.

APPROVED BY MAYOR _____ DATE _____

ATTEST: _____ CLERK-RECORDER (See Seal Below) _____ SEAL - CITY RECORDER

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, SPRINGVILLE CITY CORPORATION, HAVE RECEIVED A REQUEST TO ADJUST THE BOUNDARY LINE SHOWN HEREON BETWEEN SPRINGVILLE CITY AND SPANISH FORK CITY AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING. WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE BOUNDARY LINE ADJUSTMENT SHOWN.

APPROVED BY MAYOR _____ DATE _____

ATTEST: _____ CLERK-RECORDER (See Seal Below) _____ SEAL - CITY RECORDER

UTAH COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTRY PLAT, PURSUANT TO THUTAH CODE ANN. 817-23-20 AS AMENDED.

UTAH COUNTY SURVEYOR _____ SEAL - COUNTY SURVEYOR

MUNICIPAL BOUNDARY LINE ADJUSTMENT

NORTH INDUSTRIAL
BOUNDARY LINE AGREEMENT
SPRINGVILLE & SPANISH FORK

SPANISH FORK / SPRINGVILLE UTAH COUNTY, UTAH

SCALE: 1" = 60'

COUNTY RECORDER # 80841030



STAFF REPORT

DATE: May 26, 2021
TO: Honorable Mayor and City Council
FROM: John Penrod, City Attorney
SUBJECT: CONSIDERATION OF RESOLUTION APPROVING AN AGREEMENT TO SELL APPROXIMATELY 2.07 ACRES LOCATED AT 1000 NORTH 1650 WEST.

RECOMMENDED MOTIONS

Motion to approve Resolution No. ____ that approves an agreement to sell approximately 2.07 acres of property to the Lucent Group, LLC for \$586,099.80.

BACKGROUND

The Lucent Group, LLC is in the process of developing 20 plus acres of property at the location between 1650 West and 1750 West and between 1000 North and 1200 North. Springville City currently owns approximately 2.07 acres of property located at the northwest corner of the 1650 West and 1000 North intersection. The City's property is 140 feet wide and 650 feet long. The Lucent Group has offered to purchase the City's property to square off its desired development.

Here is a summary of some of the proposed provisions in the proposed agreement:

- Purchase Price. The purchase price will be \$586,099.80, which is slightly above appraised value. The buyer will tender \$20,000 in earnest money and pay the balance of the purchase price at closing.
- Due Diligence. The buyer will have a 45-day due diligence period.
- Closing. Closing will take place within 15 days after the due diligence period ends.

FISCAL IMPACT

The City will receive the purchase price of \$586,099.80 for approximately 2.07 acres of property.

Attachments: Proposed Resolution and Agreement

RESOLUTION #2021-XX

A RESOLUTION APPROVING THE SELL OF APPROXIMATELY 2.07 ACRES OF PROPERTY LOCATED AT THE NORTHWEST INTERSECTION OF 1650 WEST AND 1000 NORTH TO THE LUCENT GROUP, LLC.

WHEREAS, in 1986, the Intermountain Power Agency deeded approximately 2.07 acres of property to Springville City, which property is located at the northwest corner of the intersection of 1650 West and 1000 North (the "Property"); and

WHEREAS, the Lucent Group, LLC is planning to develop 20 plus acres surrounding the Property and desires to purchase the Property pursuant to the attached Real Estate and Purchase Contract for Land (the "Agreement"); and

WHEREAS, after holding a public hearing on June 1, 2021, and further considering the Agreement, the Springville City Council finds that the Agreement will benefit the City, is in the public interest, and complies with the law.

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

SECTION 1. Agreement Approval. The Agreement, substantially in the form attached as Exhibit A, is approved and shall be executed by Springville City. The City Engineer, or his designee, may review, amend and add any necessary exhibits, including legal descriptions. The City Attorney may approve minor revisions to the agreement.

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

PASSED AND APPROVED this ____ day of June 2021.

Richard J. Child, Mayor

Attest:

Kim Crane, City Recorder

EXHIBIT A

Real Estate and Purchase Contract between Lucent Group LLC and Springville City

REAL ESTATE PURCHASE CONTRACT FOR LAND

This is a legally binding contract. Seek advice from your attorney or tax advisor before entering into a binding contract.

EARNEST MONEY RECEIPT

Buyer Lucent Group, LLC and/or Assigns offers to purchase from Springville City ("Seller") the *Property* described below and hereby delivers to the Brokerage or Title/Escrow Company, as *Earnest Money*, the amount of Twenty Thousand dollars (\$ 20,000.00) in the form of check which, upon Acceptance of this offer by all parties (as defined in Section 23), shall be deposited in accordance with state law.

Title Company: _____ Phone Number _____.

Received by: _____ on _____ (Date)
(Signature of agent/broker acknowledges receipt of Earnest Money)

OFFER TO PURCHASE

1. **PROPERTY (General Description):** 2.07 Acres of Vacant Land known as APN: 230250037
City of Springville, County of Utah, State of Utah, Zip _____ (the "Property").

1.1 **Included Items.** (specify): N/A

1.2 **Water Rights/Water Shares.** The following water rights and/or water shares are included in the Purchase Price.

NA Shares of Stock in the _____ (Name of Water Company)
 Other (specify) NA

2. **PURCHASE PRICE.** The Purchase Price for the Property is \$586,099.80

The Purchase Price will be paid as follows:

\$ 20,000.00 (a) **Earnest Money Deposit.** Under certain conditions described in this Contract **THIS DEPOSIT MAY BECOME TOTALLY NON-REFUNDABLE.**

\$ 410,269.86 (b) **New Loan.** Buyer agrees apply for one or more of the following loans: **Conventional**

SBA Other (specify) _____

If the loan is to include any particular terms, then check below and give details:

SPECIFIC LOAN TERMS _____

\$ _____ (c) **Seller Financing** (see attached *Seller Financing Addendum* if applicable)

\$ _____ (d) **Other (specify)** _____

\$ 155,829.94 (e) **Balance of Purchase Price in Cash at Settlement**

\$ 586,099.80 **PURCHASE PRICE. Total of lines (a) through (e)**

3. SETTLEMENT AND CLOSING.

Settlement shall take place on the Settlement Deadline referenced in Section 24(c), or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by the Lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 24(c), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The transaction will be considered closed when Settlement has been completed, and when all of the following have been completed: (i) the proceeds of any new loan have been delivered by the Lender to Seller or to the

Page 1 of 6 Seller's Initials _____ Date _____ Buyer's Initials E.S. Date 02 / 18 / 2021

escrow/closing office; and (ii) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in parts (i) and (ii) of the preceding sentence shall be completed within four calendar days of Settlement.

4. **POSSESSION.** Seller shall deliver physical possession to Buyer within: **UPON CLOSING**
 OTHER (specify) _____

5. **CONFIRMATION OF BROKERAGE FEES & AGENCY DISCLOSURE.** At the signing of this Contract:

[] **Seller's Initials** [] **Buyer's Initials**
Listing Agent, _____, represents **Seller** **Buyer** **both Buyer and Seller as a Limited Agent**;
Listing Broker for, _____, represents **Seller** **Buyer** **both Buyer and Seller as a Limited Agent**;
Buyer's Agent, Andy Blunt, represents **Seller** **Buyer** **both Buyer and Seller as a Limited Agent**;
Buyer's Broker for, CBRE, Inc., represents **Seller** **Buyer** **both Buyer and Seller as a Limited Agent**

6. **TITLE INSURANCE.** At Settlement, Seller agrees to pay for a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price. Any additional title insurance coverage shall be at Buyer's expense.

7. **SELLER DISCLOSURES.** No later than the Seller Disclosure Deadline referenced in *Section 24(a)*, Seller shall provide to Buyer the following documents which are collectively referred to as the "Seller Disclosures":

- (a) a Seller property condition disclosure for the *Property*, signed and dated by Seller;
- (b) a *Commitment for Title Insurance* on the *Property*
- (c) a copy of all leases affecting the *Property* not expiring prior to Closing;
- (d) written notice of any claims and/or conditions known to Seller relating to environmental problems;
- (e) evidence of any water rights and/or water shares referenced in Section 1.2 above; and
- (f) other (specify) _____

8. **BUYER'S RIGHT TO CANCEL BASED ON EVALUATIONS AND INSPECTIONS.** Buyer's obligation to purchase under this Contract (**check applicable boxes**):

- (a) **IS** **IS NOT** conditioned upon Buyer's approval of the content of all the Seller Disclosures referenced in Section 7;
- (b) **IS** **IS NOT** conditioned upon Buyer's approval of a physical condition inspection of the *Property*;
- (c) **IS** **IS NOT** conditioned upon Buyer's approval of a survey of the *Property* by a licensed surveyor ("Survey");
- (d) **IS** **IS NOT** conditioned upon Buyer's approval of applicable federal, state and local governmental laws, ordinances and regulations affecting the *Property*; and any applicable deed restrictions and/or CC&R's (covenants, conditions and restrictions) affecting the *Property*.
- (e) **IS** **IS NOT** conditioned upon the *Property* appraising for not less than the Purchase Price.
- (f) **IS** **IS NOT** conditioned upon Buyer's approval of the terms and conditions of any mortgage financing referenced in *Section 2*.
- (g) **IS** **IS NOT** conditioned upon Buyer's approval of the following tests and evaluations of the *Property*: _____
Any tests or studies deemed necessary by Buyer or Buyer's lender

If any of the items 8(a) through 8(g) are checked in the affirmative, then Sections 8.1, 8.2, 8.3 and 8.4 apply; otherwise, they do not apply. The items checked in the affirmative above are collectively referred to as "Buyer's Due Diligence." Unless otherwise provided in this Contract, the Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence and with a site inspection under *Section 11*.

8.1 Due Diligence Deadline. No later than the Due Diligence Deadline referenced in *Section 24(b)* Buyer shall: (a) complete all of Buyer's Due Diligence; and (b) determine if the results of the Buyer's Due Diligence are acceptable to Buyer.

8.2 Right to Cancel or Object. If Buyer, in Buyer's sole discretion, determines that the results of the Buyer's Due Diligence are unacceptable, Buyer may, no later than the Due Diligence Deadline, either: (a) cancel this Contract by

Page 2 of 6 Seller's Initials _____ Date _____ Buyer's Initials E.S. Date 02 / 18 / 2021

providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer; or (b) provide Seller with written notice of objections.

8.3 Failure to Respond. If by the expiration of the Due Diligence Deadline, Buyer does not: (a) cancel this Contract as provided in Section 8.2; or (b) deliver a written objection to Seller regarding the Buyer's Due Diligence, the results of the Buyer's Due Diligence shall be deemed approved by Buyer; and the contingencies referenced in Sections 8(1) through 8(g), including but not limited to, any financing contingency, shall be deemed waived by Buyer.

8.4 Response by Seller. If Buyer provides written objections to Seller, Buyer and Seller shall have seven (7) calendar days after Seller's receipt of Buyer's objections (the "Response Period") in which to agree in writing upon the manner of resolving Buyer's objections. Except as provided in Section 10.2, Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel this Contract by providing written notice to Seller no later than three calendar days after expiration of the Response Period; whereupon the Earnest Money Deposit shall be released to Buyer. If this Contract is not canceled by Buyer under this Section 8.4, Buyer's objections shall be deemed waived by Buyer. This waiver shall not affect those items warranted in Section 10.

9. ADDITIONAL TERMS. There ARE ARE NOT addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: Addendum No. __ .
 Seller Financing Addendum Other (specify) _____

10. SELLER WARRANTIES & REPRESENTATIONS.

As Is

10.1 Condition of Title. Seller represents that Seller has fee title to the Property and will convey good and marketable title to Buyer at Closing by ^{special} general warranty deed. Buyer agrees, however, to accept title to the Property subject to the following matters of record: easements, deed restrictions, CC&R's (meaning covenants, conditions and restrictions), and rights-of-way; and subject to the contents of the Commitment for Title Insurance as agreed to by Buyer under Section 8. Buyer also agrees to take the Property subject to existing leases affecting the Property and not expiring prior to Closing. Buyer agrees to be responsible for taxes, assessments, homeowners association dues, utilities, and other services provided to the Property after Closing. Seller will cause to be paid off by Closing all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. Seller will cause to be paid current by Closing all assessments and homeowners association dues.

IF ANY PORTION OF THE PROPERTY IS PRESENTLY ASSESSED AS "GREENBELT" (CHECK APPLICABLE BOX):

SELLER BUYER SHALL BE RESPONSIBLE FOR PAYMENT OF ANY ROLL-BACK TAXES ASSESSED AGAINST THE PROPERTY.

10.2 Condition of Property. Seller warrants that the Property will be in the following condition **ON THE DATE SELLER DELIVERS PHYSICAL POSSESSION TO BUYER:**

- (a) ~~the Property shall be free of debris and personal property;~~
- (b) the Property will be in the same general condition as it was on the date of Acceptance.

11. FINAL PRE-CLOSING INSPECTION. Before Settlement, Buyer may, upon reasonable notice and at a reasonable time, conduct a final pre-closing inspection of the Property to determine only that the Property is "as represented," meaning that the Property has been repaired/corrected as agreed to in Section 8.4, and is in the condition warranted in Section 10.2. If the Property is not as represented, Seller will, prior to Settlement, repair/correct the Property, and place the Property in the warranted condition or with the consent of Buyer (and Lender if applicable), escrow an amount at Settlement sufficient to provide for the same. The failure to conduct a final pre-closing inspection or to claim that the Property is not as represented, shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the Property as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any existing leases shall be made; (b) no new leases shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; and (d) no further financial encumbrances affecting the Property shall be made.

Page 3 of 6 Seller's Initials _____ Date _____ Buyer's Initials E.S. Date 02 / 18 / 2021

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

15. DISPUTE RESOLUTION. The parties agree that any dispute, arising prior to or after Closing, related to this Contract (check applicable box)

SHALL

MAY AT THE OPTION OF THE PARTIES

first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation. If mediation fails, the other procedures and remedies available under this Contract shall apply. Nothing in this Section 15 shall prohibit any party from seeking emergency equitable relief pending mediation.

16. DEFAULT. If Buyer defaults, Seller may elect either to retain the Earnest Money Deposit as liquidated damages, or to return it and sue Buyer to specifically enforce this Contract or pursue other remedies available at law. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect either to accept from Seller a sum equal to the Earnest Money Deposit as liquidated damages, or may sue Seller to specifically enforce this Contract or pursue other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under *Section 15*.

18. NOTICES. Except as provided in *Section 23*, all notices required under this Contract must be: (a) in writing; (b) signed by the party giving notice; and (c) received by the other party or the other party's agent no later than the applicable date referenced in this Contract.

19. ABROGATION. Except for the provisions of Sections ~~10.1, 10.2~~, 15 and 17 and express warranties made in this Contract, the provisions of this Contract shall not apply after Closing.

20. RISK OF LOSS. All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until the transaction is closed.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Contract: (a) performance under each Section of this Contract which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., Acceptance, etc.). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Contract, except as otherwise agreed to in writing by such non-party.

22. FAX TRANSMISSION AND COUNTERPARTS. Facsimile (fax) transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original. This Contract and any addenda and counteroffers may be executed in counterparts.

Page 4 of 6 Seller's Initials _____ Date _____ Buyer's Initials E.S. Date 02 / 18 / 2021

23. ACCEPTANCE. "Acceptance" occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) communicates to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to this Contract:

(a) Seller Disclosure Deadline Seven (7) calendar days following full acceptance of a REPC

(b) Due Diligence Deadline Forty Five (45) calendar days following full acceptance of a REPC

(c) Settlement Deadline Fifteen (15) calendar days following full acceptance of a REPC

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the *Property* on the above terms and conditions. If Seller does not accept this offer by: 5:00 AM PM Mountain Time on February 22, 2021 (Date), this offer shall lapse; and the Brokerage shall return the *Earnest Money Deposit* to Buyer.

<u>Eugene Stoyanov</u>	<u>02 / 18 / 2021</u>	_____	_____
(Buyer's Signature)	(Offer Date)	Buyer's Signature	(Offer Date)
<u>Eugene Stoyanov</u>	<u>2419 W. 3800 S. West Valley City, UT</u>	<u>84119</u>	<u>801-558-5224</u>
(Buyers' Names) (PLEASE PRINT)	(Notice Address)	(Zip Code)	(Phone)
_____	_____	_____	_____
(Buyers' Names) (PLEASE PRINT)	(Notice Address)	(Zip Code)	(Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.

COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.

_____	_____	_____	_____	_____	_____
(Seller's Signature)	(Date)	(Time)	(Seller's Signature)	(Date)	(Time)
_____	_____	_____	_____	_____	_____
(Sellers' Names) (PLEASE PRINT)	(Notice Address)	(Zip Code)	(Phone)		

REJECTION: Seller Rejects the foregoing offer.

_____	_____	_____	_____	_____	_____
(Seller's Signature)	(Date)	(Time)	(Seller's Signature)	(Date)	(Time)

Page 5 of 6 Seller's Initials _____ Date _____ Buyer's Initials E.S. Date 02 / 18 / 2021

DOCUMENT RECEIPT

State law requires Broker to furnish Buyer and Seller with copies of this Contract bearing all signatures. (Fill in applicable section below.)

A. I acknowledge receipt of a final copy of the foregoing Contract bearing all signatures:

(Buyer's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Signature) (Date) (Seller's Signature) (Date)

B. I personally caused a final copy of the foregoing Contract bearing all signatures to be [] faxed [] mailed [] hand delivered on _____ (Date), postage prepaid, to the [] Seller [] Buyer.

Sent/Delivered by (specify) _____

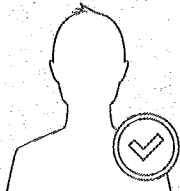

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Page 6 of 6 Seller's Initials _____ Date _____ Buyer's Initials E.S. Date 02 / 18 / 2021

Signature Certificate

Document Ref: BOFCJ-USV9F-8HLET-6AZ2R

Document signed by:

	<p>Eugene Stoyanov Verified E-mail: esign@hielectric.net</p> <p>162.246.124.106 18 Feb 2021 22:51:40 UTC</p>	<p><i>Eugene Stoyanov</i></p> 
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Document completed by all parties on:

18 Feb 2021 22:51:40 UTC

Page 1 of 1



Signed with PandaDoc.com

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STAFF REPORT

DATE: May 24, 2021
TO: Honorable Mayor and City Council
FROM: Bruce Riddle, Finance Director
SUBJECT: FY 2022 FINAL BUDGET - ENTERPRISE FUND TRANSFERS

RECOMMENDED MOTION

Other than opening a Public Hearing, no formal action is required of the City Council. It is proposed that the public hearing be opened on June 1, 2021 and any comments from the public heard.

SUMMARY OF ISSUES/FOCUS OF ACTION

State statute (Utah Code 10-6-135.5) requires, among other things, that a municipality intending to transfer money from an enterprise fund to another fund of the city to hold a separate and independent public hearing to provide for public comment on these intended transfers.

BACKGROUND

During the 2017 Session, the Utah Legislature passed HB 164 (Municipal Enterprise Fund Amendments), which modified language relating to transfers of money from a municipal enterprise fund to another fund. The requirements of the new legislation include: (a) providing public notice of the intended transfer (including a letter sent to utility customers, e-mailing the letter to paperless billing customers, and posting the letter on the city's website and any social media platforms used by the city), (b) clearly identifying the transfer in the budget document, and (c) holding a separate and independent public hearing related to the transfer.

DISCUSSION

The City has complied with the requirements of the new State law. A copy of the letter that was sent to the utility customers is attached to this staff report.

ALTERNATIVES

The public hearing is required if the Council intends to include transfers in the budget. The City Council could remove transfers from the budget.

FISCAL IMPACT

The transfers included in the FY 2022 budget total \$5,745,703. Alternate funding sources or budget reductions would be required if the transfers were eliminated.





Notice to Springville Utility Customers

State law requires that the City provide an annual disclosure of money transferred from an enterprise fund (typically a utility service) to any other fund of the City. Springville’s Fiscal Year 2022 Tentative Budget includes a set percentage transfer of five percent of operating revenues from each of the utility enterprise funds (Water, Sewer, Electric, Storm Drain, and Solid Waste) to the City’s General Fund. The transfer amount also includes the value of utilities provided to the general fund at no charge. Additionally, the budget includes a transfer of two percent of the budget of Enterprise Fund capital projects to support the “Percentage for the Arts” program, which promotes public art in Springville. Transfers are amounts that cannot be defined as reasonable allocations of costs between funds and are not typically repaid.

As has been its practice for many years, the City of Springville has budgeted for the transfer of money from its utility enterprise funds to the general fund as a return on investment to its shareholders, the Springville City rate payers. These funds are used each year to help cover costs of important city services like police, fire, library, senior center, parks, recreation and other city functions. The utility transfer helps keep property taxes low in Springville.

Separate from these operating transfers, the enterprise funds pay an administrative charge to cover the costs of centralized services provided by the general fund to the enterprise funds. These services include but are not limited to utility billing, accounting, payroll, legal, human resources, engineering and facility maintenance. These administrative fees are calculated by the Finance Department and are considered to be reasonable allocations of costs between funds.

The following are Fiscal Year 2022 transfers and administrative fees (budgeted not to exceed):

Fund	FY 2022 Expenditure Budget	Transfer To	Transfer Amount	% of Expenditure Budget	Admin. Fees	% of Budget
Water	\$12,038,886	Gen, Fund	\$394,995	3.3%	\$710,067	5.9%
Sewer	\$6,306,269	Gen, Fund	\$356,204	5.6%	\$531,839	8.4%
Electric	\$32,177,748	Gen, Fund	\$1,950,432	6.1%	\$731,554	2.3%
Storm Water	\$2,531,481	Gen, Fund	\$107,051	4.2%	\$616,409	24.3%
Solid Waste	\$2,068,014	Gen, Fund	\$88,581	4.3%	\$321,404	15.5%
Golf	\$4,908,880	Gen, Fund	\$-	0.0%	\$76,482	1.6%

The Tentative Budget will be considered by the City Council in their regular meeting on May 4, 2021 with a public hearing to be set for Tuesday, June 1, 2021 at 7:00 p.m. at the City Council Chambers located at the Springville City Center, 110 South Main Street, Springville, Utah. The public hearing will be to discuss the proposed dividend transfer in the Fiscal Year 2022 Budget and the adoption of the Tentative Budget as the Final Budget for the 2022 fiscal year.

More information about the City’s Budget is available at:
<https://www.springville.org/finance/budgets/>

Thank you for your support and involvement as a customer of Springville Utilities.



STAFF REPORT

DATE: May 24, 2021
TO: Honorable Mayor and City Council
FROM: Bruce Riddle, Finance Director
SUBJECT: FY 2022 COMPENSATION FOR OFFICERS AND EMPLOYEES

RECOMMENDED MOTION

The Finance Department recommends that the City Council pass a motion to approve Ordinance No. _____ that sets compensation for Springville City officers and employees for the fiscal year ending June 30, 2022.

SUMMARY OF ISSUES/FOCUS OF ACTION

State statute (Utah Code Annotated 10-3-818) requires a municipality to set elected and statutory salaries by ordinance after a public hearing. Section 2-2-110 of the City's Code sets elected and statutory officer salaries and states that the City Council may adopt, change or amend the officer salary on motion of the City Council following a public hearing.

BACKGROUND

Each annual budget includes the City's compensation schedules and every employee's grade. It also specifically includes the elected official salaries. This process provides the transparency state law requires while allowing the process to be as efficient as possible.

DISCUSSION

Compensation schedules were reviewed and analyzed as part of the budget process.

ALTERNATIVES

The Council could consider changes to the compensation schedules and make changes to the budget accordingly.

FISCAL IMPACT

The compensation schedules reflect market adjustments and were discussed as part of the budget process. These schedules are included in the budget, which is balanced.



ORDINANCE #XX-2021

AN ORDINANCE SETTING COMPENSATION FOR SPRINGVILLE CITY OFFICERS AND EMPLOYEES FOR FISCAL YEAR 2020-2021.

WHEREAS, Section 10-3-818 of the Utah Code Annotated and Section 2-2-110 of the Springville City Code require Springville to set salaries by ordinance for elected and statutory officers after a public hearing; and

WHEREAS, on June 1, 2021, the Springville City Council held a public hearing to hear public comments concerning Springville's annual budget, which budget includes salaries for elected and statutory officers and all full-time employees; and

WHEREAS, as part of Springville's annual budget, Springville adopts the Traditional Plan and Vanguard Plan employee Pay Scales and the Authorized Full-time Position List (collectively, these documents are referred to as "Springville's Compensation Schedule"); and

WHEREAS, Springville's Compensation Schedule sets the City's pay grade scale, employees' pay grades, and full-time employee count; and

WHEREAS, Springville's Compensation Schedule for Fiscal Year 2021-2022 is attached to and incorporate as a part of Springville City's Fiscal 2021-2022 Final Budget, which the City Council has adopted concurrently with this Ordinance; and

WHEREAS, after holding a public hearing on this Ordinance, the Springville City Council does now desire to hereby approve and adopt this Ordinance.

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

SECTION 1: For Fiscal Year 2021-2022, the Mayor of Springville City shall be paid a combined annual salary and expense allowance of \$17,228.45, and each of the other five members of the Springville City Council shall be paid a combined annual salary and expense allowance of \$13,464.90.

SECTION 2: For Fiscal Year 2021-2022, all statutory officers, appointed officers and employees of Springville City shall be paid in accordance with Springville's Compensation Schedule for Fiscal Year 2021-2022, which schedule is attached to and adopted with Springville City's Fiscal 2021-2022 Final Budget.

SECTION 3: This ordinance will become effective one day after publication hereof in the manner required by law.

ADOPTED by the City Council of Springville, Utah, this 1st day of June, 2021.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder



STAFF REPORT

DATE: May 25, 2021

TO: Honorable Mayor and City Council

FROM: Warren Foster, Patrol Lieutenant
Lance Haight, Chief of Police

SUBJECT: CONSIDERATION OF AN ORDINANCE THAT AMENDS AND CORRECTS SECTIONS 3-9-103 and 3-9-104 OF THE SPRINGVILLE CITY CODE

RECOMMENDED MOTIONS

Motion to approve Ordinance No. ____ that amends and corrects Sections 3-9-103 and 3-9-104 of the Springville City Code.

BACKGROUND

Springville Police Department has, as required by law, a Tow Company rotation list which consists of Tow Companies that have complied with all the requirements as set forth by the Utah State Tax Commission. All tow companies agree and sign a "Letter of Understanding" agreeing to respond to a 'request for a tow' for any reason.

A number of tow companies have gotten into the habit of agreeing to respond to the 'request for a tow' but, once they learn the tow is not for a state impound or a traffic accident, both of which guarantees payment for their services, the company will provide an excuse why they cannot respond to tow a vehicle.

Tow companies, who do not give excuses to tow 'Abandoned/inoperable' or 'Hold for owner' vehicles and are not guaranteed payment for their service are then assigned to take the tow. This behavior is unacceptable and is unfair to the tow companies who do not question or provide excuses for the reason for the tow.

The amendments Sections 3-9-103 and 3-9-104 will provide updated information for 'Duties of Towing Companies on the Rotation List' and consequences, which provides information for possible 'Removal from Tow Rotation List' for code violations.

FISCAL IMPACT

None.

Attachments: Proposed Ordinance

ORDINANCE #XX-2021

AN ORDINANCE REVISING THE REQUIRED DUTIES OF TOWING COMPANIES ON THE SPRINGVILLE POLICE DEPARTMENT ROTATION LIST AND THE REMOVAL OF TOWING COMPANIES FROM THE ROTATION LIST.

WHEREAS, Springville City maintains a rotation list for towing companies located in Springville to provide the Springville City Police Department with towing services; and

WHEREAS, Springville City and the Springville City Police Department recognize a need to update the duties required of towing companies in order to effectively serve Springville City and those duties are contained in Springville City Code 3-9-103; and

WHEREAS, Springville City and the Springville City Police Department believe that changes to the process of removing towing companies from the rotation list are in the best interests of Springville City and that process is contained in Springville City Code 3-9-104; and

WHEREAS, on May 18, 2021, 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 protection of Springville City with respect to providing safe and effective towing services within the community.

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

SECTION 1: Adoption. SECTION AMENDED. Section 3-9-103 of the Springville City Code is hereby amended and adopted to read and provide as follows:

3-9-103 Duties of Towing Companies on the Rotation List

~~IN~~ In addition to any other requirements set forth in the Springville City Code, state or federal law, a towing company on the Police Department tow rotation list, shall:

- (1) Respond to a call for service from the Springville Police Department and arrive on scene within fifteen (15) minutes of receiving the call. In the event that the company fails to arrive within fifteen (15) minutes from receipt of the call the Springville Police Department shall be permitted to secure the services of an alternate company from the rotation list. In the event that the company fails to respond within fifteen (15) minutes, the late-responding company shall not be entitled to any fee, costs or expenses incurred as a result. Any company that fails to respond within the required fifteen (15) minutes will be placed at the bottom of the rotation list.
- (2) Have a vehicle storage facility within Springville City limits that has a fenced area, enclosed yard or building. No vehicle may be moved to a location outside Springville City limits, without the prior consent of the owner or operator of the vehicle. All vehicle storage facilities must comply with all state requirements.
- (3) Have the capability of removing abandoned or inoperable vehicles.
- (4) Clean up any debris, rubble, or any items that may be located on the roadway or in the immediate vicinity of the location from where the vehicle is to be towed. To achieve this requirement, and in addition to any other state or administrative requirements, the tow truck must be equipped with adequate brooms, buckets, liquid absorbing substances, dustpans,

shovels, etc. in order to clean up the area. Failure to clean up the area is a violation of this Section and can result in the tow company being removed from the tow rotation list.

- (5) Ensure all authorized agents agree to follow the instructions or orders of the police officer at the towing scene.
- (6) Maintain a current 24-hour telephone number at the Police Department so the tow operator can be contacted.
- (7) Notify the Police Department immediately of any change to business location or telephone number.
- (8) Comply with all federal, state, and local requirements governing parking enforcement and towing companies.
- (9) Respond to all calls for service. Repeated instances of unavailability or refusal to retrieve any vehicle when called upon by the Police Department are unacceptable and may be grounds for removal from the tow rotation list.

SECTION 2: Adoption. SECTION AMENDED. Section 3-9-104 of the Springville City Code is hereby amended and adopted to read and provide as follows:

3-9-104 Removal From Tow Rotation List

(1) A towing company may be removed from the tow rotation list for cause. Listed below are the most common reasons a tow company may be removed:

- (a) Failure to comply with any requirements of the previous Section (3-9-103);
- (b) Receipt by the Police Department of ~~three (3)~~ two (2) or more complaints within a ninety (90) day period, the period of time to start from the first complaint, where:
 - (i) The complaints have been lodged against a towing company by a citizen or a Police Officer; and
 - (ii) The complaints have been investigated by the Police Chief or his designee; and
 - (iii) The Police Department has determined that the complaints were valid.
 - (A) Within ten (10) days of the receipt of any complaint, the offending towing company will be notified in writing of the complaints and be allowed to respond in writing.
 - (B) The notice of complaint shall contain the date the vehicle was towed, a description of the vehicle, the location from where the vehicle was towed, and a brief statement of the complaint.
 - (C) Any response from the towing company must be received within ten (10) days of the mailing to be considered.
 - (D) After the time period to respond has elapsed, the Police Chief shall render a decision on the complaint. If a complaint is verified, the Police Chief shall, within (5) days of the decision, cause that:

- (1) Written notice be mailed to the towing company of the decision;
- (2) State the reasons for the decision;
- (3) If applicable, state the date that the towing company's name will be removed from the tow rotation list; and
- (4) If applicable, state the criteria for the towing company to be placed back on the tow rotation list.

(2) Any tow company removed from the tow rotation list pursuant to this Chapter may appeal that decision to the City Administrator, or his designee, provided he do so in writing within ten (10) days of the removal.

(3) Any tow company removed from the tow rotation list for any reason will be allowed to petition the Police Chief to be placed back on the tow rotation list after ~~ninety (90) days~~ six (6) months from the date of removal from the tow rotation list. The Police Chief may place the company back on the tow rotation list upon a showing that all previous problems have been corrected and the Chief is satisfied that the company is willing and able to comply with all the requirements for being on the tow rotation list. Any tow company that has been removed from the rotation list three (3) or more times in a ~~three (3)~~ five (5) year period, the time period to start from the date of the first removal, shall be removed from the tow rotation list for a minimum of two (2) years, the time period to start from the date of removal from the ~~two tow~~ rotation list. After the two (2) years has expired, the tow company may petition the Police Chief to be placed back on the tow rotation list.

(4) Only those tow companies that have been requested from the Police Department ~~two tow~~ rotation list may respond to a police department incident. Tow companies that have not been specifically called may not respond on behalf of another tow company, regardless of the circumstances. Responding tow companies that have not been called shall be placed on the bottom of the tow rotation list.

SECTION 3. EFFECTIVE DATE. This Ordinance shall become effective upon adoption by the Council of Springville City.

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

this _____ day of June, 2021.

MAYOR RICHARD J. CHILD

ATTEST:

KIM CRANE, CITY RECORDER



STAFF REPORT

DATE: May 26, 2021
TO: Honorable Mayor and City Council
FROM: Josh Yost
SUBJECT: Zone Map Amendments to Regional Commercial in the I-15 and 1600 S Corridors.

RECOMMENDED MOTION

Motion to approve the resolution to formally initiate proceedings to amend the Official Zone Map to the RC zone in parts of the following general areas between 400 South and 1000 North and I-15 to 1650 West. Also, along 1600 South between 1100 West and SR 51, including the parcels listed in Exhibit A of the resolution.

SUMMARY OF ISSUES/FOCUS OF ACTION

Does the City Council want to limit the accelerating pace of office/warehouse and light manufacturing uses in the city by amending the zone map?

BACKGROUND

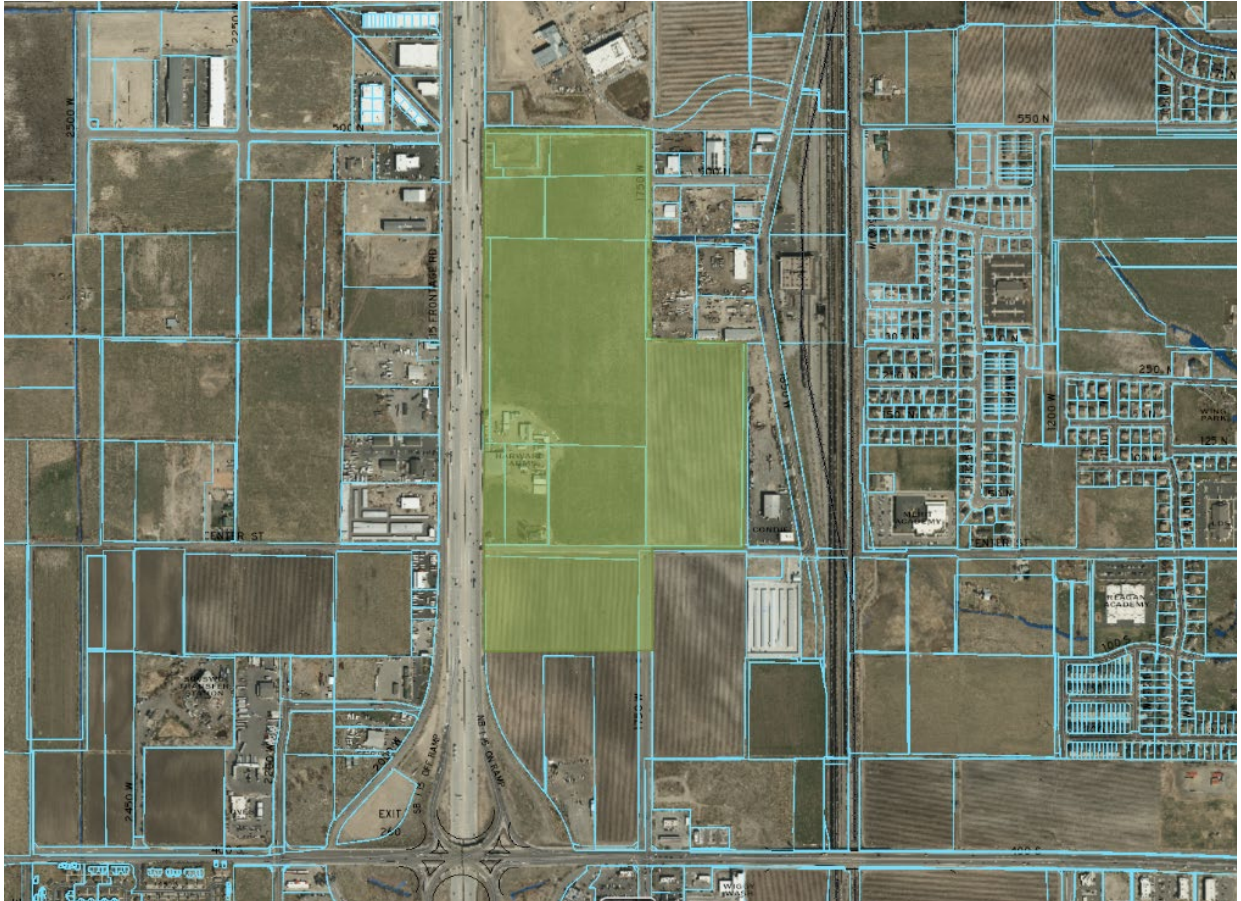
On March 30, the City Council requested that staff present to the council as review of zoning in certain areas of the city. This presentation was made on April 6. Following this discussion, staff analyzed the areas in light of the Council's discussion and presents the attached resolution to initiate the process of pending legislation to begin the zone map amendment.

Attachments

1. Area Maps
2. Resolution

Attachment 1

I-15 Area Map Showing Area to be re-zoned to RC



1600 South Area Map Showing Area to be re-zone to RC



Attachment 2

Resolution



RESOLUTION #2021-XX

A RESOLUTION OF SPRINGVILLE CITY PURSUANT TO SECTION 11-7-102 OF THE SPRINGVILLE CITY CODE AND SECTION 10-9A-509 OF THE UTAH CODE ANNOTATED TO FORMALLY INITIATE PROCEEDINGS TO AMEND CERTAIN PROPERTIES WITHIN SPRINGVILLE CITY'S OFICIAL ZONE MAP TO THE RC ZONE IN PARTS OF THE FOLLOWING GENERAL AREAS INCLUDING THE PARCLES LISTED IN EXHIBIT A. BETWEEN 400 SOUTH AND 1000 NORTH AND I-15 TO 1650 WEST. ALSO ALONG 1600 SOUTH FROM 1100 WEST TO SR 51. INCLUDING BUT NOT LIMITED TO THE PARCELS LISTED IN EXHIBIT A.

WHEREAS, Springville's City Council, in accordance with Section 11-7-102 of the Springville City Code, avails itself of the powers granted pursuant to the "Municipal Land Use, Development, and Management Act," Title 10, Chapter 9a of the Utah Code Annotated 1953, as amended, in a manner that will promote the health, safety, morals, convenience, order, prosperity, and general welfare of the present and future inhabitants of Springville; and

WHEREAS, as part of the City's purpose for development, Springville City encourages and facilitates orderly growth and development within the City, lessens congestion in the streets, prevents overcrowding of land, and promotes the development of a more attractive, wholesome and serviceable City; and

WHEREAS, Springville's City Council is concerned with the current extent of Highway Commercial Zoning and the office/warehouse and other similar type uses permitted in that zone; and

WHEREAS, Springville has begun a 1600 South Area Plan; and

WHEREAS, Springville is planning to update its General Plan in the next year; and

WHEREAS, development inquiries are being received by Springville City to develop large office/warehouse buildings in portions of these areas which are permitted under the current zoning designation; and

WHEREAS, pursuant to Section 10-9a-509(1)(a)(ii)(B) of the Utah Code Annotated, the City Council desires to formally initiate proceedings to amend its Official Zone Map to the RC zone in parts of the following general areas between 400 South and 1000 North and I-15 to 1650 West. Also along 1600 South between 1100 West and SR 51, including the parcels listed in Exhibit A; and

WHEREAS, Section 11-7-102 of the Springville City Code provides that amendments to Springville City's Official Zone Map may be initiated under Subsection 11-7-102(1) by being submitted to the Planning Commission for its recommendations or under Subsection 11-7-102(2) by petition to the Planning Commission; and

WHEREAS, this Resolution is to formally initiate proceedings under Section 11-7-102 of the Springville City Code to amend Springville's Office Zone Map.

NOW, THEREFORE, BE IT RESOLVED, by Springville’s City Council that Springville City, pursuant to Section 10-9a-509 of the Utah Code Annotated, has formally initiated proceedings to amend its Official Zone Map to the RC zone in parts of the following general areas between 400 South and 1000 North and I-15 to 1650 West. Also along 1600 South between 1100 West and SR 51, including the parcels listed in Exhibit A; and

FURTHER RESOLVED, that the Springville City Council hereby directs the Planning Commission to provide the City Council with recommendations concerning the amendment to the Official Zone Map in a manner that would amend RC zone in parts of the following general areas between 400 South and 1000 North and I-15 to 1650 West. Also along 1600 South between 1100 West and SR 51, including the parcels listed in Exhibit A; and

FURTHER RESOLVED, that the filing fee for the attached Exhibit A, Petition to the Planning Commission is considered paid.

This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this _____ day of June 2021.

By _____
Richard J. Child, Mayor

ATTEST

Kim Crane, City Recorder

EXHIBIT A

Petition to the Planning Commission and List of Parcels

PETITION TO PLANNING COMMISSION

TO THE HONORABLE CHAIRPERSON AND COMMISSIONERS OF THE PLANNING COMMISSION:

This Petition is to formally initiate proceedings pursuant to Section 11-7-102 of the Springville City Code (the "Code") to amend its Official Zone Map to the RC zone in parts of the following general areas between 400 South and 1000 North and I-15 to 1650 West. Also along 1600 South between 1100 West and SR 51. These areas include but are not limited to the specific parcels listed below.

Parcel	
23:030:0095	26:040:0049
23:029:0061	26:043:0019
23:029:0058	26:043:0022
23:029:0062	26:043:0020
23:028:0051	26:024:0006
23:028:0049	26:024:0009
23:029:0064	26:024:0008
23:029:0059	26:024:0005
23:026:0064	26:024:0004
23:026:0063	26:053:0017
23:023:0109	26:054:0073
23:026:0061	26:054:0041
	50:082:0001
	50:082:0002
	26:054:0040

Signed this _____ day of June, 2021.

Springville City

Josh Yost

Community Development Director



STAFF REPORT

DATE: May 25, 2021
TO: Honorable Mayor and City Council
FROM: Bradley D. Stapley, P.E. Director of Public Works
SUBJECT: STORM WATER ORDINANCE - IMPERVIOUS SURFACE UPDATE

RECOMMENDED MOTION

Motion to approve Ordinance 2021-___ updating Title 4, Chapter 12, Paragraph 102 of the Springville City Code to clarify the definition of “Impervious Surface” and improve the billing calculation process when establishing fees.

GOALS, OBJECTIVES AND STRATEGIES

This Ordinance clarifies the City Code’s definition of “Impervious Surface” and improves the billing calculation process as it relates to the City’s Storm Water Utility.

The *Springville City General Plan*, Chapter 7 - Community Facilities & Services goal is:

“To provide functionally effective community facilities and services to support a safe, healthy, and vibrant community life”:

Objective 6 within this chapter dictates:

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

SUMMARY OF ISSUES/FOCUS OF ACTION

This action is to approve City Code language changes that will:

- Allow the proper classification of impervious surfaces within the City that directly affect the City’s storm water collection system, and
- Provide a more concise and accurate billing calculation process with respect to those impervious surfaces.

This action does not affect undeveloped land, single family or duplex residential parcels, rather it applies to industrial, commercial and multi-family developments within the City.

CURRENT CODE LANGUAGE - 4-12-102-(7)

“Impervious Surface” is currently defined in the City Code as follows:

“A parcel’s hard surface area that causes water to run off its surface in quantities or speeds greater than under natural conditions. Some examples of impervious surfaces are rooftops, concrete or asphalt paving, walkways, patios, driveways, parking lots or storage areas, and gravel that has been subject to surface traffic, including compacted gravel surfaces” (Title 4, Chapter 4-12-102-(7) Definitions - Impervious Surface).

PROPOSED CITY CODE LANGUAGE CHANGES - 4-12-102-(7)

(7) “Impervious Surface” – A parcel’s hard surface area that causes water to run off its surface in quantities or speeds greater than under natural conditions. Some examples of impervious surfaces are:

(a) Hard Surfaces - rooftops, concrete or asphalt paving, walkways, patios, driveways, parking lots or storage areas, to be billed at 100% of the total “Hard Surfaces” area, and

(b) Gravel Surfaces – driveways, parking lots or storage areas that have gravel that has been subject to surface traffic, including natural soil and/or compacted gravel surfaces, to be billed at 75% of the total “Gravel Surfaces” area.

FISCAL IMPACT

The proposed City Code language changes may result in lower storm water billings. This due to the segregation of “Hard Surfaces” and “Gravel Surfaces” with their respective weighted billings as indicated in the proposal above.

ORDINANCE #XX-2021

AN ORDINANCE CLARIFYING THE DEFINITION OF “IMPERVIOUS SURFACE” WITH RESPECT TO STORM WATER RUNOFF WITHIN THE SPRINGVILLE CITY CODE.

WHEREAS, Title 4, Section 12, Paragraph 102-(7) of the Springville City Code defines “Impervious Surfaces,” with respect to Storm Water runoff; and

WHEREAS, the current definition of “Impervious Surfaces” does not differentiate between “Hard Surfaces” and “Gravel Surfaces;” and

WHEREAS, differentiating between “Hard Surfaces” and “Gravel Surfaces” will provide proper classification of impervious surfaces; and

WHEREAS, the proper classification of impervious surfaces will provide a more concise and accurate billing calculation process; and

WHEREAS, the more concise and accurate billing calculation process will result in equity and fairness with respect to the City’s Storm Water Utility.

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

SECTION 1: Title 4, Section 12 Paragraph 102-(7) shall now read as follows.

(7) “Impervious Surface” – A parcel’s hard surface area that causes water to run off its surface in quantities or speeds greater than under natural conditions. Some examples of impervious surfaces are:

(a) Hard Surfaces - rooftops, concrete or asphalt paving, walkways, patios, driveways, parking lots or storage areas, **to be billed at 100% of the total “Hard Surfaces” area,** and

(b) Gravel Surfaces – driveways, parking lots or storage areas that have gravel ~~that has~~ been subject to surface traffic, including **natural soil and/or** compacted gravel surfaces, **to be billed at 75% of the total “Gravel Surfaces” area.**

SECTION 2: This ordinance will become effective July 1, 2021 after publication hereof in the manner required by law.

ADOPTED by the City Council of Springville, Utah, this 1st day of June, 2021.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder