



**AGENDA FOR THE WORK / STUDY MEETING  
OF THE CITY COUNCIL  
OF THE CITY OF SPRINGVILLE, UTAH  
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET  
DECEMBER 3, 2013 – 5:15 P.M.**

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

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

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

**COUNCIL BUSINESS**

- 1) Minutes
- 2) Calendar
  - December 10 – Work/Study Meeting 5:15 p.m.
  - December 17 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
  - December 24 – Christmas Eve
  - December 25 – Christmas Day, City Offices Closed
  - December 31 – New Year’s Eve
  - January 1, 2014 – New Year’s Day, City Offices Closed
  - January 7 – Oath of Office Ceremony 5:15 p.m.
- 3) Discussion on this evening’s Regular Meeting agenda items
  - a) Invocation – Cl. Creer
  - b) Pledge of Allegiance – Cl. Jolley
  - c) Consent Agenda
    2. Approval of all City purchase orders properly signed (Springville City Code §2-10-110(5))
    3. Approval of a Resolution adopting the 2014 Annual Meeting Schedule – Venla Gubler, City Recorder
    4. Approval of a Resolution adopting a pavilion fee adjustment for users of the Canyon Parks – Alex Roylance, Buildings and Grounds Director
5. **DISCUSSIONS/PRESENTATIONS**
  - a) Report from Central Shop

This meeting was noticed in compliance with Utah Code 52-4-202 on November 27, 2013. Agendas and minutes are accessible through the Springville City website at [www.springville.org/agendasminutes](http://www.springville.org/agendasminutes). Council Meeting agendas are available through the Utah Public Meeting Notice website at <http://www.utah.gov/pmn/index.html>. Email subscriptions to Utah Public Meeting Notices are available through their website.

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- b) Discussion regarding a proposed fee adjustment for users of the Canyon Parks – Alex Roylance, Buildings and Grounds Director
- c) Discussion regarding a proposed utility fee adjustment for Hobble Creek Canyon water users – Brad Stapley, Public Works Director

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

- a) Wage and Personnel Committee – Mayor Clyde
- b) South Utah Valley Power Systems – Councilmember Jolley

**7. CLOSED SESSION – TO BE ANNOUNCED IN MOTION**

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

**ADJOURNMENT**

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**MINUTES OF THE WORK / STUDY MEETING  
OF THE CITY COUNCIL  
OF THE CITY OF SPRINGVILLE, UTAH  
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET  
NOVEMBER 19, 2013 – 5:15 P.M.**

6

The following are the minutes of the Work/Study Meeting of the Springville City Council. The meeting was held on **Tuesday, November 19, 2013 at 5:15 p.m.** in the Springville City Civic Center Council Chambers, 110 South Main Street, Springville, Utah. Adequate notice of this meeting, as required by law, was posted in the Civic Center and on the City's website, and delivered to members of the Council, media, and interested citizens.

Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were present: Councilmember Rick Child, Councilmember Christopher Creer, Councilmember Benjamin Jolley, Councilmember Dean Olsen, Councilmember Mark Packard, City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, and City Recorder Venla Gubler. Also present were: City Engineer Jeff Anderson, Community Development Director Fred Aegerter, Public Safety Director Scott Finlayson, Administrative Services Manager Rod Oldroyd, Facilities Manager Shaun Orton, Buildings and Grounds Director Alex Roylance, Public Works Director Brad Stapley, and Museum of Art Director Dr. Rita Wright.

**CALL TO ORDER**

Mayor Clyde opened the meeting and welcomed everyone at 5:15 p.m.

**COUNCIL BUSINESS**

1) **Minutes**

COUNCILMEMBER JOLLEY MOVED TO APPROVE THE WORK/STUDY MINUTES OF OCTOBER 1, 2013 AS WRITTEN. COUNCILMEMBER OLSEN SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

2) **Calendar**

- November 28-29 – Thanksgiving Holiday, City Offices Closed
- December 3 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- December 10 – Work/Study Meeting 5:15 p.m.
- December 17 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- December 24 – Christmas Eve
- December 25 – Christmas Day, City Offices Closed
- December 31 – New Year's Eve
- January 1, 2014 – New Year's Day, City Offices Closed
- January 6 – Oath of Office Ceremony

2 Councilmember Jolley asked to be excused for the December 3 meetings. Administrator  
3 Fitzgerald asked the Council for their opinion on setting the date and time for the Oath of Office  
4 Ceremony. He reported that the City has taken two approaches to this scheduling—on the first  
5 Monday at noon, just before the first meeting on Tuesday. He observed that he had talked to  
6 Councilmember-elect Sorensen, who was fine with either as long as he could schedule off work  
7 ahead of time. Mayor Clyde suggested that he preferred Tuesday so that scheduling off work was  
8 not needed for two days in a row. He commented that a short Work/Study agenda with the Oath  
9 of Office Ceremony just before the regular meeting, or just before the Work/Study agenda would  
10 work. The second option would allow the new Councilmembers to participate in the meeting.  
11 Administrator Fitzgerald reported that he would coordinate with the Councilmembers-elect on  
12 scheduling the ceremony at 5:15 p.m. on January 7. Mayor Clyde asked if there was other  
13 discussion on the calendar. There was none.

14 **3) Discussion on this evening's Regular Meeting agenda items**

- 15 a) Invocation – Cl. Child
- 16 b) Pledge of Allegiance – Cl. Creer
- 17 c) Consent Agenda
- 18 2. Approval of all City purchase orders properly signed (Springville City Code §2-  
19 10-110(5))
- 20 3. Approval of a declaration of surplus for a 1994 F800 Command Truck and a 544  
21 G John Deere wheeled loader – Bruce Riddle, Assistant City  
22 Administrator/Finance Director
- 23 4. Approval of a Class A beer license for the Love's Travel Stop at 358 South 2200  
24 West – Venla Gubler, City Recorder
- 25 5. Approval of a final subdivision plat and phase 1 site plan re-approval for the  
26 Aldara at Outlook Subdivision, Plat A, located at 700 South 2600 West in the HC  
27 zone and the MU Overlay zone – Fred Aegerter, Community Development  
28 Director

29 Mayor Clyde asked if there were any questions on the regular agenda items. He noted the  
30 consent items. There was no discussion. Administrator Fitzgerald noted that there was need for a  
31 Closed Session to discuss property later in the evening.  
32

33 **4) DISCUSSIONS/PRESENTATIONS**

34 a) **Report from the Engineering Division** – Jeff Anderson, City Engineer

35 Engineer Anderson observed that he would like to review future project and  
36 accompanying issues with the Council. He offered some quotes on “change,” and presented a list  
37 of projects that have changed Springville since 2005. He displayed the aerial from 2005 and  
38 compared it to the aerial of the City in 2012. He pointed out how the image has filled in with  
39 streets and houses. He presented an aerial map showing the projects that made changes to the  
40 drinking water system, and then a series of photographs documenting the wastewater treatment  
41 plant expansion project, the reconstruction of 400 South and installation of the pipeline, the  
42 construction of the new Civic Center/Police, Fire Stations and Library, the erection of a lift

station and installation of pipeline for the 1500 West Sewer project, the reconstruction of 400 East, and the drilling of the Canyon Road Well. He noted that all of these projects, although beneficial to Springville, created discomfort during the construction process.

Engineer Anderson presented a list of three projects that are budgeted and will commence in the next few years. He reported that the 400 South/1300 East Intersection roundabout is in design. Construction will commence in early 2014, with completion scheduled before school starts in the fall. He noted that this intersection will be closed during construction and will affect numerous commuters. This upgrade to the intersection is needed because of the new Junior High School scheduled to open Fall of 2014. He reported that the land acquisition has been completed and the project is budgeted at \$375,000. Councilmember Packard asked the length of the construction project. Engineer Anderson replied that it is expected to take three to four months. Director Stapley commented that 1470 East will be a valuable detour route for motorists during this construction project. It will be open early next spring from Center Street to Canyon Road. Mayor Clyde asked to see the concept drawing again. Engineer Anderson commented that the key to this roundabout is that the design needs to allow large trucks to navigate the turns, so the aprons will be wide. He asked if there were other questions. There was none.

Engineer Anderson noted that the next major project scheduled is the Pressurized Irrigation (PI) System Phase II. He reported that the pond is being constructed now, and the next phase is the pipeline. He observed that this major construction project will commence Spring of 2015 and last the entire year. The 36-inch pipeline will be installed from the pond to 950 West along Riverbottom Road and 900 South. The City also plans to replace the sewer line in front of the high school while the road is open, and extend a new water pipeline on 900 South from the 900 South Well to 1700 East while school is out of session that calendar year. He reported that the budget for the PI System is \$6 million, with extra for the replacement sewer and pipeline. He commented that this is the largest project ever constructed in Springville by Springville. Director Stapley added that the projects are not being constructed through bonding, but by a grant and within existing budgets. Administrator Fitzgerald commented that the funding for this project will be part of the budget discussion next spring.

Engineer Anderson displayed the final major project planned at an indefinite time in the future. He reported that the Canyon Road has an old steel line that needs to be replaced; however, logistics for the replacement is an issue. He explained that the replacement date has not been set but will be sometime in the next five years—depending on the survival of the existing pipeline. He noted that the pipeline replacement is impacted by the traffic on Canyon Road, other projects already funded in the area, and detour routes.

Engineer Anderson commented that there are other projects identified, but currently subject to Council direction and budgeting. These are the Canyon Road/Houtz Avenue intersection improvements, the 400 South/Brookside intersection improvements, and the connection between Center Street and 2080 East. He displayed the intersection of Canyon Road and Houtz Avenue to show the problem of offset alignments and how they affect traffic flow, especially in light of increased traffic due to the new Junior High, and pedestrian safety. He reported that the home on this corner has been purchased by the City in anticipation of the project. The City commissioned a study by BYU engineering students to examine the options.

2 Their estimated cost for the preferred option is \$200,000 to \$300,000. He added that since this  
3 project also affects Canyon Road, the construction timing is critical to motorists traversing this  
4 area of the City. He displayed the BYU students preferred option as a roundabout, but noted that  
5 a four-way stop had also been studied.

6 Engineer Anderson addressed the 400 South/Brookside/800 East intersection  
7 improvement project. He commented that this intersection is the most dangerous in Springville.  
8 Councilmember Packard asked if the projects had a ranking. Engineer Anderson replied that this  
9 intersection would get first priority if rated just for safety concerns. He reported that a study was  
10 conducted in 2006 to discover the options for correcting the intersection and solving the safety  
11 concerns. Four options were examined, but option 4 was preferred. The cost of this option in  
12 2006 was \$330,000 and included the purchase on one home to allow the realignment of  
13 Brookside Drive to 800 East (north/south access). He commented that correcting this intersection  
14 is not an easy or small project, but it does need to be addressed.

15 Engineer Anderson presented the final identified project as the connection of Center  
16 Street to 2080 East. He pointed out that Center Street terminates at about 1925 East and 2080  
17 East terminates at about 1950 East. The only connection is a City service road to the Upper  
18 Spring Creek Tanks. He reported that the BYU engineering students had also conducted a study  
19 exploring the options for connecting these streets. He disclosed that the challenge to overcome is  
20 the grade differential on the west side of Center Street that will require a retaining wall and  
21 property acquisition. The need for the connection has been identified in the City's General and  
22 Master Plans because it provides a direct route from the east side of the City to Center Street and  
23 the north part of the City. The connection will also reduce traffic on 400 South and areas of  
24 Canyon Road. The estimated cost for the project is \$500,000. He pointed out a slight curve to the  
25 road that is intended to reduce the amount of retaining wall needed.

26 Engineer Anderson commented that this presentation gives the Council prior notice of the  
27 required projects through 2015. Councilmember Jolley expressed appreciation for seeing what is  
28 coming down the pipeline. Director Stapley commented that engineering would like the  
29 Council's opinion on their preferred option for the Canyon Road/Houtz Avenue intersection. He  
30 reported that a roundabout needs a road closure for construction. A four-way stop does not  
31 require a complete closure. He asked them to think about the best direction to take.  
32 Councilmember Child asked if the two options would take the same amount of land. The reply  
33 was "close." Chief Finlayson asked how the roundabout would compare to the one on 1750 West  
34 near Wal-Mart. Director Stapley replied that this is classified as a roundabout, while the traffic  
35 structure in 1750 West is classified as a traffic circle. Mayor Clyde observed that the theory  
36 about roundabouts is that the car entering the circle is within its lane before the next roadway  
37 entering the circle. There was a discussion about the design of the roundabout, what traffic could  
38 be encountered there at what time of day, and increasing safety for pedestrians. Engineer  
39 Anderson asked if there were any more questions. There was none.

2           b) **Report from the Facilities Maintenance Division** – Shaun Orton, Facilities  
3           Manager

4           Facilities Manager Orton reported that the Facilities Management Services Department is  
5           “responsible for performing and overseeing the maintenance, construction and custodial services  
6           as well as supports the goals of the City of Springville” He commented that the division  
7           maintains 282,311 square-feet of facilities, and have performed 377 work orders since July. This  
8           square footage is more than the White House, Grand Central Station, Taj Mahal, and Bill Gate’s  
9           house combined. His crews provide custodial services for 101,040 square-feet and contract out  
10          the other 112,574 square-feet. He added that the in-house cleaning crew had had one call back  
11          and the contract cleaning crew has had 24 call backs. He reported that the City has four  
12          employees with Aquatic Facility Operator certification. These employees maintain the chemicals  
13          for the City pool and fountains. Utah County Health Department has told Springville that they  
14          keep the cleanest water in the County. His employees also maintain the heating and air  
15          conditioning systems for the City. The City has three chillers, six roof-top units, six boilers, 19  
16          air handlers, 24 condensers, and 37 furnaces that required changing 183 filters per month.

17          Facilities Manager Orton reported that he oversees all construction and remodels of City  
18          facilities. He listed some of the project done at the senior center, the community service building,  
19          the art museum, the golf course pro shop, and swimming pool. He added that his division installs  
20          and maintains data and phone cable in City facilities, maintains and schedules replacement for  
21          furnishings contained within the structures, provides support for Art City Days, provides  
22          management and assistance in facility rentals, and supports other departments as needed. He  
23          concluded by stating that the work done in the last few years has given the division employees  
24          the ability to focus more on preventative maintenance and less on work orders. He asked if there  
25          were any questions. There was none. The Council thanked him for the informative and  
26          interesting presentation.

27           c) **Discussion on amending the Comprehensive Fee Schedule** – Bruce Riddle,  
28           Assistant City Administrator/Finance Director

29          Director Riddle reported that he would like the Council’s feedback on revising the  
30          comprehensive fee schedule. He offered some background on the types of fees the City charges  
31          and displayed the current format of the schedule. He reported that he is struggling with the  
32          updates each year. He noted that the fee schedule is a summary document that refers to the  
33          resolutions containing the administrative rules. When changes are made to the summary, the  
34          documentation contained in the resolution is not updated, too.

35          Director Riddle commented that there are solutions that he would like to propose as  
36          options and get the Council’s input. The first is to create a stand-alone schedule that would  
37          include all the administrative rules. The second is to keep the fees as part of the budget and move  
38          the administrative rules to policy rather than resolution. The third option is to keep the existing  
39          structure as a summary schedule, but to update the policies and resolutions as updates are made  
40          to the schedule. He offered pros and cons for each option.

41          Councilmember Packard commented that he likes the idea of having the resolution  
42          accessible behind the fees. Mayor Clyde observed that the spreadsheet could have a link that

gives the background behind a fee with a mouse click. Councilmember Olsen asked which option was less cumbersome. Director Riddle replied that the third is the preferred option, but it would take some time to update the resolutions and reference the fees to them. Mayor Clyde commented that he would like to see a history of the last three changes to fees by year, and a comparison of fees with surrounding cities. Administrator Fitzgerald suggested creating a model and then bringing it to the Council for input. The Council indicated their approval of this idea.

8           d) **Discussion regarding Planning Commission recommendations**

Mayor Clyde asked if there was any discussion on the Planning Commission recommendations. There was none. Councilmember Packard noted that he had submitted a couple of recommendations for replacement of Library Board members. Mayor Clyde replied that he had distributed a copy of the upcoming term ends for the boards and commission. He noted that he relies on the Council to make recommendations for appointments. He plans to get this boards up to date soon.

16           e) **Discussion regarding Water Advisory Board recommendations**

There was no discussion on the Water Board recommendations. Councilmember Child reported an email from a concerned citizen regarding false alarms. He explained that the citizen was concerned about receiving emergency service when their false alarm billings were unpaid. Chief Finlayson replied that the City would still respond in an emergency; they will not continue to respond to false alarms until the billing of excessive alarms is paid.

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

24           a) **Springville/Spanish Fork Airport** – Dean Olsen, Councilmember

It was noted that an update was received from the Airport Manager in a recent Work meeting.

28           b) **South Utah Valley Municipal Water Association** – Rick Child, Councilmember

Councilmember Child reported that a catered dinner meeting is scheduled in December (about the 12<sup>th</sup>), and the Council is invited. He told the Council to watch for their invitations.

Mayor Clyde reported that the South County Mayors had toured the new wastewater treatment plant in Santaquin at their last meeting. He noted that their treatment plant does not smell. He asked why Springville’s plant still smells when they had spent \$10 million for the update. Administrator Fitzgerald replied that the majority of the smell is the pretreatment facility, which was not upgraded when Nestle declined to participate. Mayor Clyde suggested increasing their fee to ameliorate the odors. He asserted that the smell should not just be ignored. Administrator Fitzgerald suggested that this discussion could be part of the new budget. Mayor Clyde commented that the new Santaquin plant is amazing—it produces almost no sludge. Councilmember Child added that the wastewater is used for secondary irrigation.

Mayor Clyde observed that his other priority is to get the cities together to discuss what to do about the solid waste transfer station. Administrator Fitzgerald replied that the district has

2 commissioned a study to explore the cost options for moving or expanding on site. He suggested  
3 that the perfect time to discuss the future of the transfer station is when the study is submitted.  
4 Mayor Clyde commented that he was embarrassed as a member of the group to see the disorder  
at the transfer station—and it was located in our community.

6 Administrator Fitzgerald reported that the members of the District are discussing the  
7 composting options and the formula for billing housetops. He commented that the District is  
8 moving in the right direction, but slowly. He would like to have the Council involved in keeping  
the District members on track. There was a discussion on how to make the District comply with  
10 the conditions of their permit. Mayor Clyde commented that he would like the South County  
Mayors to meet there at one of their next meetings so that he could get their support. He asked if  
there were any other reports. There was none.

12  
13 **6) CLOSED SESSION – TO BE ANNOUNCED IN MOTION**

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

17 COUNCILMEMBER OLSEN MOVED TO TEMPORARILY ADJOURN AT 6:30 P.M.  
18 TO A CLOSED SESSION AS PROVIDED IN U.C.A. 52-4-205 FOR THE PURPOSE OF  
DISCUSSING THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY, AND  
20 PENDING OR REASONABLY IMMINENT LITIGATION. COUNCILMEMBER PACKARD  
SECONDED THE MOTION. THE VOTE IS RECORDED AS FOLLOWS:  
22 COUNCILMEMBER JOLLEY – AYE; COUNCILMEMBER CHILD – AYE;  
COUNCILMEMBER PACKARD – AYE; COUNCILMEMBER OLSEN – AYE; AND  
24 COUNCILMEMBER CREER – AYE. THE MOTION CARRIED UNANIMOUSLY.

25 THE WORK/STUDY MEETING WAS RECONVENED BY CONSENSUS AT 6:49  
26 P.M.

27 **ADJOURNMENT**

28 COUNCILMEMBER JOLLEY MOVED TO ADJOURN THE WORK/STUDY  
30 MEETING AT 6:50 P.M. COUNCILMEMBER PACKARD SECONDED THE MOTION,  
AND ALL VOTED AYE.



**AGENDA FOR THE REGULAR MEETING  
OF THE CITY COUNCIL  
OF THE CITY OF SPRINGVILLE, UTAH  
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET  
DECEMBER 3, 2013 – 7:00 P.M.**

**CALL TO ORDER**

- INVOCATION AND PLEDGE**
- APPROVAL OF THE MEETING'S AGENDA**
- APPROVAL OF THE MINUTES**
- MAYOR'S COMMENTS**

**CEREMONIAL AGENDA**

1. Presentation of the CERT graduates – Scott Finlayson, Public Safety Director

**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\***

2. Approval of all City purchase orders properly signed (Springville City Code §2-10-110(5))
3. Approval of a Resolution adopting the 2014 Annual Meeting Schedule – Venla Gubler, City Recorder
4. Approval of a Resolution adopting a fee adjustment for users of the Canyon Parks – Alex Roylance, Buildings and Grounds Director

**PUBLIC HEARING AGENDA**

5. Public Hearing to consider a request to amend the General Plan Land Use Element for the property located at 871 South Main from Low Density Residential to Industrial Manufacturing – Fred Aegerter, Community Development Director

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- Venla Gubler, City Recorder

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6. Public Hearing to consider a request to amend the Official Zoning Map for the property located at 871 South Main from R1-15, Residential Single Family to LIM – Light Industrial Manufacturing zone – Fred Aegerter, Community Development Director

### **REGULAR AGENDA**

7. Consideration of a Lease Agreement with the Boy Scouts of America for Camp Jeremiah Johnson in Hobble Creek Canyon – Troy Fitzgerald, City Administrator
8. Consideration of a Utility Easement Agreement with the Corporation of the Presiding Bishopric of the Church of Jesus Christ of Latter Day Saints, Property Reserve Inc., and Suburban Land Reserve – John Penrod, Assistant City Administrator/City Attorney

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

### **CLOSED SESSION**

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

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10 this meeting, as required by law, was posted in the Civic Center and on the City's website, and  
delivered to members of the Council, media, and interested citizens.

12  
14 Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were  
present: Councilmember Rick Child, Councilmember Christopher Creer, Councilmember  
Benjamin Jolley, Councilmember Dean Olsen, Councilmember Mark Packard, City  
16 Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod,  
Assistant City Administrator/Finance Director Bruce Riddle, and City Recorder Venla Gubler.  
18 Also present were: ASAP Coordinator Shannon Acor, Public Safety Director Scott Finlayson,  
Power Director Leon Fredrickson, Power Distribution Superintendent Matt Hancock, Recreation  
20 Director Charles Keeler, Administrative Services Manager Rod Oldroyd, Buildings and Grounds  
Director Alex Roylance, Public Works Director Brad Stapley, Library Director Pam Vaughn,  
22 and Museum of Art Director Dr. Rita Wright.

24 **CALL TO ORDER**

Mayor Clyde called the meeting to order at 7:00 p.m.

26 **INVOCATION AND PLEDGE**

28 Councilmember Child offered the invocation. Mr. Ryan Hafen led the Pledge of  
Allegiance.

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

32 COUNCILMEMBER PACKARD MOVED TO APPROVE THE MEETING'S  
AGENDA AS WRITTEN. COUNCILMEMBER JOLLEY SECONDED THE MOTION, AND  
34 ALL VOTED AYE.

36 **APPROVAL OF THE MINUTES**

38 COUNCILMEMBER OLSEN MOVED TO APPROVE THE MINUTES OF JUNE 18,  
2013 AND OCTOBER 1, 2013 AS WRITTEN. COUNCILMEMBER CHILD SECONDED  
THE MOTION, AND ALL VOTED AYE.

## MAYOR'S COMMENTS

2 Mayor Clyde welcomed scout and student groups to this City Council meeting. He asked  
4 for introductions. Scouts from Troops 639, 962, and 1485 stood, gave their names, and listed  
6 their troop numbers. Mayor Clyde commented that today is special because it is the 150-year  
8 celebration of the Gettysburg Address. He offered a short history of the Gettysburg Address, and  
10 noted that many students have memorized it because of its significance in American History. A  
student from the audience started to quote the speech and Mayor Clyde completed reciting it to  
the audience. Mayor Clyde encouraged members of the audience to honor President Abraham  
Lincoln, his Gettysburg Address, and to remember the greatness of this country.

## CEREMONIAL AGENDA

### 1. Presentation of the Mayor's Recognition Awards – Shannon Acor, ASAP Coordinator

12 Mayor Clyde informed the audience about the Art City Substance Abuse Prevention  
14 (ASAP) Program being conducted in Springville, and noted that the program nominates young  
16 people who are considered “good examples” by their peers to receive recognition for their efforts  
18 in their families, schools, and community. The Mayor's Recognition Awards are held monthly.  
He asked Attorney Penrod to introduce the new ASAP Coordinator. Attorney Penrod reported  
that the previous Coordinator, Ms. Suzy Young, moved out of state. He commented that the City  
is excited to have Ms. Shannon Acor as the new Coordinator. He recited a long list of  
20 accomplishments focused on helping the youth of Springville, and turned the time over to  
Coordinator Acor.

22 Coordinator Acor introduced Ms. Liliana Lopez as the first nominee. She read, “Liliana  
24 Lopez was nominated by Drew Weech, her Spanish teacher and Latinos in Action Advisor at  
Springville High School. Mr. Weech writes: Liliana has been my student for more than two years  
and has never ceased to impress me with her dedication to education and excellence! Liliana  
26 continually utilizes her mastery of English and Spanish in order to befriend people from all  
cultures and walks of life. She is a master student and citizen-beloved by teachers and classmates  
28 alike. She is helpful, courteous, and always on task. Liliana continues to give back to those  
around her while participating in service projects designed to help high school students, children,  
30 elderly, homeless, and other members of the Springville community.” Coordinator Acor invited  
Ms. Lopez to tell the audience her plans after high school. Ms. Lopez reported that she plans to  
32 pursue a career in school counseling so that she can help other students. She plans to continue  
her education at Southern Utah University. The audience offered their applause.

34 Coordinator Acor asked Mr. Ethan Edwards to come to the front of the Council  
Chambers. She read, “Ethan Edwards was nominated by the school counselor, Scott Jenkins.  
36 Ethan attends Merit Academy. The scholarship committee at Merit Academy listed him as the  
top candidate for receiving scholarships. He is a stellar student. He has a 3.83 GPA and a 31  
38 ACT. He has been practicing all semester to increase his ACT, with a goal of at least 2 points.  
He is a very hard worker and sets high standards for himself. Ethan has had life challenges but  
40 has risen above the challenges to excel. He has a likeable personality and is kind and courteous  
to others. Ethan loves to learn and is ambitious about going above and beyond what is expected  
42 of him. I feel Ethan is a top candidate for this award!” After a round of applause, Mr. Edwards

1 told the audience that he plans to serve an LDS mission after high school and then attend BYU,  
2 the U of U, or the University of California. He loves learning and Community Theater. He plans  
to teach. Pictures were taken and the audience offered a last round of applause.

#### 4 **PUBLIC COMMENT**

6 Mr. Craig Conover expressed thanks to the Public Safety and Emergency Services  
Divisions for their efficient and caring way of handling an extremely difficult emergency in his  
8 neighborhood this week. He commented that he knows that these hard-working people rarely get  
any thanks, so he wanted to bring it to the public's attention tonight.

10 Mr. Doyle Shaw reported that he has been conducting a figure drawing class for 22-years  
at the Springville Art Shop. This class is now jeopardized because the City has decided to raise  
12 his rent. He commented that the people taking his class are students, professors at local colleges  
and universities, and residents that would like to become artists. If the fee for the class is raised  
14 to the point that he can pay the rental for the building, these people will not be able to pay to take  
the class. He reported that he charges \$10 per session, and this money is used to pay the models.  
16 He offered some examples of students taking his class that went on to become professional  
artists. He proposed to pay \$7.50 per hour and pay the difference in the City's rental rate in a 30  
18 X 40 inch painting a year. He outlined the calculations he had used to create his proposal. Mayor  
Clyde thanked him for his comments.

20 Mr. Daniel Fairbanks reported that he was here tonight to support Mr. Shaw. He reported  
that he has attended the class the last 20-years to work with students. He asserted that Mr.  
22 Shaw's class provides tremendous benefit to students, and that Mr. Shaw has offered this class  
for 22-years without personal compensation. He asked the Council to seriously consider Mr.  
24 Shaw's offer and allow him to continue to offer educational benefits to university students that  
cannot afford classes elsewhere.

26 Mr. Vern Swanson observed that he would also like to put in a kind word for Mr. Doyle  
Shaw. He reported that as the former Museum Director, he was asked to monitor the classes by a  
28 former Mayor. He never found a problem. The program has been an outstanding user. Mr. Shaw  
has not taken compensation for his education; the monies collected from the students are used to  
30 hire the models. He suggested that this class provides a great service, and helps to build  
Springville's reputation as "Art City." He asserted that hundreds of students have benefitted from  
32 the education received in this class. He entreated the Council to accept Mr. Doyle's offer, and to  
balance what Mr. Shaw can do with what the City needs. Mayor Clyde commented that the City  
34 Council cannot make any decisions tonight, but they would take the proposal under advisement.

36 Ms. Carol Shaw commented that everything every built, constructed, manufactured, or  
put together is first drawn. She presented Mr. Ron Escadero and displayed pictures from a  
portfolio of student drawings produced in his class. Mr. Escadero reported that he conducts a  
38 cultural drawing class that is open to anyone of any age. He noted that his models are usually  
dressed in costumes from other cultures. He offered a list of the cultures that have been recently  
40 modeled. He noted that he collects no fees for the session; the charge of \$8 per person goes to the  
models. He provides easels, has built a stage, and put up lights for his art sessions. The class is  
42 conducted for 3-hours a week and is attended by interested artists of all ages and

accomplishments. He listed his accomplishments and education for the Council, and noted that he considers this class is a community service job as he is now retired. Mayor Clyde thanked the presenters for coming to the Council. He asked if there were other comments. There was none.

## **BOARD OF CANVASSERS MEETING TO REVIEW RESULTS OF THE GENERAL MUNICIPAL ELECTION**

Recorder Gubler offered background information on the election process, precincts, and numbers of registered voters to the Council. She reported the numbers of Early Voters, Valid and Invalid Absentee voters, and Valid and Invalid Provisional voters. She noted that 35.17-percent of the total votes cast were by absentee and early votes. The voter turnout by precinct was displayed. The range was from 8.26-percent to 22.43-percent with an average turnout of 13.75-percent city-wide. Just over 2-percent of the registered voters in Springville availed themselves of the early vote option. There were a few questions asked and answered about the precincts with the lowest and highest turnout rates. Ms. Gubler presented the final vote count for the City Council candidates and noted that the percentage range was from 23.42-percent to 28.65-percent. The vote was very close for the candidates. There were only two votes between the candidate in fourth and the candidate in third place, and 38 votes between the third place candidate and the second place candidate.

Recorder Gubler reported that the winning candidate for Mayor was Wilford W. Clyde, and the winning candidates for City Council were Chris Sorensen and Craig Conover. The regulations regarding recounts were reviewed and it was noted that a recount was not qualified. There was a short discussion on the importance of every vote, and how, in this election, each voter that voted at the polls was in effect representing 7 others that did not choose to vote because of the low turnout rates. Councilmember Jolley commented that he had won his Council seat with only 15 votes. Recorder Gubler asked if there were any questions. There was none.

COUNCILMEMBER JOLLEY MOVED TO APPROVE **RESOLUTION #2013-26** FINDING AND PROMULGATING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION FOR MAYOR AND CITY COUNCIL POSITIONS HELD IN SPRINGVILLE, UTAH ON NOVEMBER 5, 2013. COUNCILMEMBER CHILD SECONDED THE MOTION. THE VOTE IS RECORDED AS FOLLOWS: COUNCILMEMBER PACKARD – AYE; COUNCILMEMBER OLSEN – AYE; COUNCILMEMBER CREER – AYE; COUNCILMEMBER JOLLEY – AYE; AND COUNCILMEMBER CHILD – AYE. THE MOTION CARRIED UNANIMOUSLY.

### **CONSENT AGENDA\***

2. **Approval of all City purchase orders properly signed** (Springville City Code §2-10-110(5))
3. **Approval of a declaration of surplus for a 1994 F800 Command Truck and a 544 G John Deere wheeled loader** – Bruce Riddle, Assistant City Administrator/Finance Director
4. **Approval of a Class A beer license for the Love’s Travel Stop at 358 South 2200 West** – Venla Gubler, City Recorder

5. **Approval of a final subdivision plat and phase 1 site plan re-approval for the Aldara at Outlook Subdivision, Plat A, located at 700 South 2600 West in the HC zone and the MU Overlay zone** – Fred Aegerter, Community Development Director

COUNCILMEMBER PACKARD MOVED TO APPROVE THE CONSENT AGENDA AS WRITTEN. COUNCILMEMBER JOLLEY SECONDED THE MOTION, AND ALL VOTED AYE.

**REGULAR AGENDA**

6. **Consideration of a budget amendment to the Electric Fund** – Bruce Riddle, Assistant City Administrator/Finance Director

Director Riddle noted that Director Fredrickson and Superintendent Hancock were present if there were any questions. He reported that this item is a budget amendment in the Electric Fund to appropriate funds to make repairs to the K4 generation unit. He observed that this is an unexpected expense to correct an unforeseen equipment failure. The cost for the repair is \$43,000 and the payment will come from the fund reserves. Councilmember Jolley commented that the amount needed to repair the unit is not significant when compared to the amount that would be needed to replace the unit. Mayor Clyde asked if there were any questions about the amendment. There was none.

COUNCILMEMBER JOLLEY MOVED TO APPROVE **RESOLUTION #2013-27**, OPENING AND AMENDING THE ELECTRIC FUND FOR OPERATIONAL EXPENSES APPLYING TO THE FISCAL YEAR ENDING JUNE 30, 2014 AS OUTLINED IN EXHIBIT A. COUNCILMEMBER OLSEN SECONDED THE MOTION. THE VOTE IS RECORDED AS FOLLOWS: COUNCILMEMBER CHILD – AYE; COUNCILMEMBER JOLLEY – AYE; COUNCILMEMBER CREER – AYE; COUNCILMEMBER OLSEN – AYE; AND COUNCILMEMBER PACKARD – AYE. THE MOTION CARRIED UNANIMOUSLY.

7. **Consideration of two purchase agreements for property to expand the Spanish Fork/Springville Airport** – Cris Child, Airport Manager

Attorney Penrod observed that this item has been discussed by the Council in previous meeting. The item before the Council is a property purchase for two parcels from two families named Hanson/Hansen that will be used for the expansion of the airport. He offered information on the acreage and the cost of the property as determined by a professional appraisal. He added that the partner Cities' share of the property cost is five-percent, and the rest of the cost will be covered by State and Federal grants. He reported that the Airport Board recommends the purchases. Councilmember Jolley asked if Spanish Fork is also considering the purchase agreements tonight. This was confirmed.

COUNCILMEMBER OLSEN MOVED TO APPROVE A PURCHASE AGREEMENT FOR 2.1+- ACRES WITH THE FERN R. HANSON FAMILY PARTNERSHIP FOR THE PURCHASE PRICE OF \$86,000; AND A PURCHASE AGREEMENT WITH RICKY AND CONNIE HANSEN FOR APPROXIMATELY 4.54 ACRES AND A HOME AT 4661 SOUTH 800 WEST IN SPANISH FORK, UTAH FOR THE PURCHASE PRICE OF \$320,000—SAID PROPERTY IS INTENDED FOR THE USE AND EXPANSION OF THE SPANISH

1 FORK/SPRINGVILLE AIRPORT PROJECT. COUNCILMEMBER JOLLEY SECONDED  
2 THE MOTION, AND ALL VOTED AYE.

3 Mayor Clyde explained the runway expansion project to the audience.

4  
5 **8. Consideration of a bid award and contract for the 1500 West Sewer Project** – Jeff  
6 Anderson, City Engineer

7 Director Stapley commented that he does not bring all bid awards to the Council;  
8 however, this project bid is over \$600,000, so he wanted to bring the Council up-to-date.  
9 Director Stapley reported that this is Phase II of the 1500 West Sewer Project. Phase I was  
10 completed in 2007. The Phase II project consists of 4,485 linear feet of 21-inch pipe within and  
11 along the 1500 West street alignment from Center Street to 900 South. The project also includes  
12 the installation of 13 corrosion resistant manholes. He displayed a picture of what happens to  
13 manholes that are not corrosion resistant. He also displayed an aerial picture of the project  
14 corridor and noted that this is a Master Plan project to provide sewer service to a large area of the  
15 West Fields. This project will open this area for development potential and detach some  
16 residential development from the 1750 West Sewer pipeline. He reported that the 1750 West  
17 Sewer pipeline is running 90 to 100-percent full, so the removal of residential development near  
18 1600 South will open up sewer service and promote potential for commercial development in the  
19 freeway interchange area.

20 Director Stapley presented the bids received by the City for this project. He reported that  
21 the budget for this project is \$950,000. He explained that the reason for the discrepancy in the  
22 budget and bid amounts is a change in backfill requirements. He reported that the alignment  
23 follows a “future” road. Currently, the 1500 West alignment is all in farmland, and the  
24 expectation is that no road will be built for at least two-years. Any settlement that may occur in  
25 the pipeline will happen in that two years and will not affect the roadway. The City has gained  
26 about \$300,000 for other projects by changing the backfill requirements. He added that 1500  
27 West from Center to 400 South has been abandoned, so the existing asphalt will be removed and  
28 not replaced. This is another savings. The low bid is from Lyndon Jones Construction for  
29 \$615,884.50. Mayor Clyde asked if the engineers had calculated a new estimate that included the  
30 change in backfill requirements. Director Stapley replied that this estimate was completed, but he  
31 did not have the information for the Council.

32 Councilmember Packard asked if developers connecting into the new 1500 West sewer  
33 would reimburse the City for the cost of this project. Administrator Fitzgerald replied that this  
34 project is being funded through impact fees as determined by the Master Plan and Impact Fee  
35 Facilities Study. The City will be reimbursed by development as the impact fees are collected.  
36 Director Stapley noted that the project is being advanced because of unexpected funds freed up  
37 in the Sewer Fund through the restructuring of bonds.

38 Mayor Clyde commented that this project is very important to Springville’s economic  
39 and residential development potential. Administrator Fitzgerald agreed. He added that a lot of  
40 work has gone into planning for the future development of the West Fields and this project is  
41 critical to those plans. He pointed out that the “jog” in the pipeline alignment just south of 400  
42 South is to accommodate the future UTA Frontrunner Station. The City has worked with UTA

2 and the property owners to get the easements for the sewer project, too. Councilmember Jolley  
4 commented to the scouts in the audience that it may be hard to see the connection between a  
6 sewer line spurring housing and economic development, but this project is a critical component  
8 to promote this potential growth. Administrator Fitzgerald added that the Nebo School District is  
10 waiting to build a new school upon completion of the construction of this pipeline as well.  
12 Mayor Clyde recommended the contractor with the winning bid as a firm that would give the  
14 City a good product.

8 COUNCILMEMBER PACKARD MOVED TO AWARD THE 1500 WEST SEWER –  
10 PHASE II PROJECT TO THE LOWEST RESPONSIBLE BIDDER, LYNDON JONES  
12 CONSTRUCTION, IN THE AMOUNT OF \$615,884.50; AUTHORIZE A CONTRACT TO BE  
14 SIGNED WITH THE CONTRACTOR FOR THE PROJECT; AND AUTHORIZE THE  
PUBLIC WORKS DIRECTOR TO ISSUE A “NOTICE TO PROCEED” FOR THE PROJECT.  
COUNCILMEMBER JOLLEY SECONDED THE MOTION, AND ALL VOTED AYE.

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

16 Mayor Clyde asked if there were any other reports. There was none.

#### 18 **CLOSED SESSION**

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

There was no closed session.

#### 24 **ADJOURNMENT**

26 COUNCILMEMBER JOLLEY MOVED TO ADJOURN THE CITY COUNCIL  
MEETING AT 8:05 P.M. COUNCILMEMBER OLSEN SECONDED THE MOTION, AND  
ALL VOTED AYE.



## STAFF REPORT

**DATE:** November 26, 2013  
**TO:** Honorable Mayor and City Council  
**FROM:** Venla Gubler, City Recorder  
**SUBJECT:** 2014 ANNUAL MEETING SCHEDULE

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### **RECOMMENDED MOTION**

Motion to APPROVE RESOLUTION NO \_\_\_\_\_ ADOPTING THE 2014 ANNUAL MEETING SCHEDULE FOR SPRINGVILLE CITY'S COUNCIL, AGENCIES, AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES AS ATTACHED IN EXHIBIT A

### **BACKGROUND**

U.C.A. §52-4-202 requires all public entities to adopt and publish an Annual Meeting Schedule if they hold regular meetings scheduled in advance over the course of a year. U.C.A. §10-3-502 requires cities to hold regular monthly meetings based on their population. Springville City is a third class city (30,000 to 65,000 population) required to hold at least one meeting per month.

Springville City Code §2-4-102 requires regular meetings to be held on the first and third Tuesdays of each month, unless there is a holiday or election day. The Mayor may hold the meeting as scheduled, or cancel or reschedule the meeting so that at least one meeting is held per month. Regular Work/Study meetings are also scheduled accordingly.

### **DISCUSSION**

Please see the attached Exhibit A. All meetings will be held on their regular schedule, including Work/Study meetings. Special or Emergency Meetings may be held at the call of the Mayor or with the consent of two Council Members upon three hours notice.

The Redevelopment Agency and Municipal Building Authority will hold regularly scheduled meetings to present and adopt their budgets in May and June. Other meetings may be held as necessary at the call of the Chairman and will be posted as required with 24 hours minimum notice.

Each of the other boards, commissions and committees have adopted their meetings as noted. They have anticipated holidays that fall on their regular meeting days and either cancelled or rescheduled their meetings accordingly.

Development Review Committee meetings are scheduled for the first & third Thursdays at 9:00 a.m.  
Landmarks Preservation Commission meetings are scheduled for the first Thursday at 4:00 p.m.  
Spanish Fork/Springville Airport Board meetings are scheduled for the first Thursday at 4:00 p.m.  
Water Board meetings are scheduled for the second Tuesday at 6:30 a.m.  
Planning Commission meetings are scheduled for the second and fourth Tuesdays at 7:00 p.m.  
Arts Commission meetings are scheduled for the second Tuesday at 7:00 p.m.  
Economic Advisory Board meetings are scheduled for the second Tuesday at 7:00 p.m.  
Power Board meetings are scheduled for the second Wednesday at 6:30 p.m.  
Library Board of Trustees meetings are scheduled for the second Thursday at 7:00 p.m.  
Board of Adjustment meetings are scheduled for the third Wednesday at 7:00 p.m.  
Art City Substance Abuse Prevention Community Coalition meetings are scheduled for the third Thursday at 6:00 a.m.  
Emergency Preparedness Committee meetings are scheduled for the third Thursday at 5:00 p.m.  
Golf Committee meetings are scheduled for the third Thursday at 7:00 p.m.  
Parks and Recreation Committee meetings are scheduled for the fourth Thursday at 6:30 p.m.

### **ALTERNATIVES**

The Council may schedule, reschedule, or cancel meetings they wish as long as one meeting per month is held.

### **FISCAL IMPACT**

None.

Venla Gubler  
City Recorder

Attachments – Resolution and Annual Meeting Schedule

cc:

**RESOLUTION # \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF SPRINGVILLE CITY,  
UTAH ADOPTING A MEETING SCHEDULE FOR 2014**

**WHEREAS,** The Utah State Legislature has declared that cities of the third, fourth or fifth class shall hold meetings at least once a month in the Utah State Code §10-3-502

**WHEREAS,** Springville City has reached the classification of a third class city by attainment of a population between 30,000 and 65,000 as defined in the Utah State Code §10-2-301

**WHEREAS,** The Springville City Code §2-4-102 requires regular meetings to be held on the first and third Tuesdays of each month, except these meetings may be held as scheduled, cancelled, or rescheduled as directed by the mayor due to holidays or election days. In no case shall any less than one meeting per month be held in accordance with U.C.A. §10-3-502.

**WHEREAS,** The Utah State Legislature has further required public bodies which hold regular meetings scheduled in advance over the course of a year to give public notice of the annual meeting schedule, and to include the date, time and place of such meetings in Utah State Code §52-4-202.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Springville City, Utah, on this 3<sup>rd</sup> day of December, 2013, to adopt the attached meeting schedule (“Exhibit A”) as the official City Council, Agencies, Authorities, Boards, Commissions, and Committees meeting schedules for the calendar year 2014;

**AND FURTHERMORE RESOLVE** to authorize its publication and posting according to U.C.A. 52-4-202.

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

ATTEST:

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

# SPRINGVILLE CITY ANNUAL MEETING SCHEDULE FOR 2014

## ANNUAL MEETING SCHEDULE FOR THE CITY COUNCIL

**PUBLIC NOTICE** is hereby given that the 2014 Annual Meeting Schedule of the City Council of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	7 – 14 – 21
February.....	4 – 11 – 18
March.....	4 – 11 – 18
April.....	1 – 8 – 15
May.....	6 – 13 – 20
June.....	3 – 10 – 17
July.....	1 – 8 – 15
August.....	5 – 12 – 19
September.....	2 – 9 – 16
October.....	7 – 14 – 21
November.....	4 – 18
December.....	2 – 9 – 16

Regular meetings of the City Council are held in the Council Chambers of the Civic Center Building, 110 South Main Street, Springville, Utah commencing at 7:00 p.m. on the first and third Tuesday of each month. Work Meetings begin at 5:15 p.m. in the Council Chambers and are held on the first and third Tuesday of each month. The second Tuesday is scheduled as the Directors' Meeting and begins at 5:15 p.m. in the Multipurpose Room. Call the City Offices at 801-489-2700 or check [www.springville.org](http://www.springville.org) for more information.

## ANNUAL MEETING SCHEDULE FOR THE MUNICIPAL BUILDING AUTHORITY

**PUBLIC NOTICE** is hereby given that the 2014 Annual Meeting Schedule for the Municipal Building Authority of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
May .....	6
June.....	3

Regular meetings begin at 6:40 p.m. and convene in the Civic Center Council Chambers, 110 South Main Street. Other meetings may be held as necessary at the call of the chairman and will be posted as required with a minimum of 24-hours' notice. Call the City Offices at 801-489-2700 or check [www.springville.org](http://www.springville.org) for more information.

## ANNUAL MEETING SCHEDULE FOR THE REDEVELOPMENT AGENCY

**PUBLIC NOTICE** is hereby given that the 2014 Annual Meeting Schedule for the Redevelopment Agency of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
May.....	6
June.....	3

Regular meetings begin at 6:50 p.m. and convene in the Civic Center Council Chambers, 110 South Main Street. Other meetings may be held as necessary at the call of the chairman and will be posted as required with a minimum of 24-hours' notice. Call the City Offices at 801-489-2700 or check [www.springville.org](http://www.springville.org) for more information.

## ANNUAL MEETING SCHEDULE FOR THE PLANNING COMMISSION

**PUBLIC NOTICE** is hereby given that the 2014 Annual Meeting Schedule of the Planning Commission is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	14 – 28
February.....	11 – 25
March.....	11 – 25
April.....	8 – 22
May.....	13 – 27
June.....	10 – 24
July.....	8 – 22
August.....	12 – 26
September.....	9 – 23
October.....	14 – 28
November.....	25
December.....	9 – 23

Meetings may be cancelled due to holidays or lack of agenda items. Regular meetings begin at 7:00 p.m. and convene in the Civic Center Council Chambers, 110 South Main Street, as posted. Study session before the first meeting of the month begins at 6:30 p.m. in the Council Chambers. The second meeting each month is a study session and begins at 6:00 p.m. in the Civic Center Council Chambers. Call Community Development at 801-491-7861 or check [www.springville.org](http://www.springville.org) for more information.

**ANNUAL MEETING SCHEDULE FOR THE BOARD OF ADJUSTMENT**

**PUBLIC NOTICE** is hereby given that the 2014 Annual Meeting Schedule of the Board of Adjustment is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	15
February.....	19
March.....	19
April.....	16
May.....	21
June.....	18
July.....	16
August.....	20
September.....	17
October.....	15
November.....	19
December.....	17

Meetings will be held on the above dates only if there are agenda items. Call Community Development at 801-491-7861 or check [www.springville.org](http://www.springville.org) to verify a scheduled meeting. All meetings will begin at 7:00 p.m. in the Civic Center Council Chambers, 110 South Main Street, as posted.

**ANNUAL MEETING SCHEDULE FOR THE DEVELOPMENT REVIEW COMMITTEE**

**PUBLIC NOTICE** is hereby given that the 2014 Annual Meeting Schedule for the Development Review Committee of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	2 – 23
February.....	6 – 20
March.....	6 – 20
April.....	3 – 17
May.....	1 – 22
June.....	5 – 19
July.....	3 – 17 – 31
August.....	21
September.....	4 – 18
October.....	2 – 23
November.....	6 – 20
December.....	4 – 18

Regular meetings begin at 9:00 a.m. on Thursday of the week following the Planning Commission meeting unless otherwise scheduled, and convene in the Civic Center Conference Room #217, 110 South Main Street. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the Community Development at 801-491-7861 or check [www.springville.org](http://www.springville.org) for more information.

**ANNUAL MEETING SCHEDULE OF THE LANDMARKS PRESERVATION COMMISSION**

**PUBLIC NOTICE** is hereby given that the 2014 Annual Meeting Schedule for the Landmarks Preservation Commission of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	2
February.....	6
March.....	6
April.....	3
May.....	1
June.....	5
July.....	3
August.....	7
September.....	4
October.....	2
November.....	6
December.....	4

Meetings will be held on the above date only if there are agenda items. Call Community Development at 801-491-7861 or check [www.springville.org](http://www.springville.org) to verify a scheduled meeting. All meetings will begin at 4:30 p.m. in the Civic Center Room #217, 110 South Main Street, as posted.

**ANNUAL MEETING SCHEDULE OF THE ARTS COMMISSION**

**PUBLIC NOTICE** is hereby given that the 2014 Annual Meeting Schedule for the Arts Commission of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	14
February.....	11
March.....	11
April.....	8
May.....	13
June.....	10
July.....	8
September.....	9
October.....	14
November.....	11

Regular meetings begin at 7:00 p.m. on the second Tuesday of the month and convene in the Community Services Building, 443 South 200 East. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the Community Services Office at 801-489-2730 or check [www.springville.org](http://www.springville.org) for more information.

**ANNUAL MEETING SCHEDULE OF THE SPANISH FORK/SPRINGVILLE AIRPORT BOARD**  
**PUBLIC NOTICE** is hereby given that the 2014 Annual Meeting Schedule for the Spanish Fork/Springville Airport Board of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	2
February.....	6
March.....	6
April.....	3
May.....	1
June.....	5
August.....	7
September.....	4
October.....	2
November.....	6
December.....	4

Regular meetings begin at 4:00 p.m. on the first Thursday of the month and convene in the Civic Center Multipurpose Room #101A, 110 South Main Street. Meetings may be cancelled for holidays or a lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the City at 801-489-2700 or check [www.springville.org](http://www.springville.org) for more information.

**ANNUAL MEETING SCHEDULE OF THE LIBRARY BOARD OF TRUSTEES**

**PUBLIC NOTICE** is hereby given that the 2014 Annual Meeting Schedule for the Library Board of Trustees of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	9
February.....	13
March.....	13
April.....	10
May.....	8
June.....	12
July.....	10
August.....	14
September.....	11
October.....	9
November.....	13
December.....	11

Regular meetings begin at 7:00 p.m. on the second Thursday of the month and convene in the Springville Library Meeting Room, 45 South Main Street. Meetings may be cancelled due to holidays, or lack of a quorum or agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the Library at 801-489-2720 or check [www.springville.org](http://www.springville.org) for more information.

**ANNUAL MEETING SCHEDULE OF THE PARKS AND RECREATION BOARD**  
**PUBLIC NOTICE** is hereby given that the 2014 Annual Meeting Schedule for the Parks and Recreation Board of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	23
February.....	27
March.....	27
April.....	24
May.....	22
June.....	26
July.....	31
August.....	28
September.....	25
November.....	6

Regular meetings begin at 6:30 p.m. on the fourth Thursday of the month unless otherwise noticed and convene in the Springville Community Services Building at 443 South 200 East, Springville, Utah. The July meeting is held at Jolley's Ranch (3 miles from the mouth of Hobble Creek Canyon). Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the Teresa Tipton, Parks & Cemeteries Secretary at 801-489-2770 or check [www.springville.org](http://www.springville.org) for more information.

**ANNUAL MEETING SCHEDULE OF THE POWER ADVISORY BOARD**

**PUBLIC NOTICE** is hereby given that the 2014 Annual Meeting Schedule for the Power Advisory Board of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	8
February.....	12
March.....	12
April.....	9
May.....	14
June.....	11
July.....	9
August.....	13
September.....	10
October.....	8
November.....	12
December.....	10

Regular meetings begin at 6:30 a.m. on the second Wednesday of the month and convene at the Springville Electric Operations Center at 777 North 400 West, Springville, Utah. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the Kami Craudell, Planner/Inventory Secretary at 801-489-2772 or check [www.springville.org](http://www.springville.org) for more information.

**ANNUAL MEETING SCHEDULE OF THE  
WATER ADVISORY BOARD**

**PUBLIC NOTICE** is hereby given that the 2014 Annual Meeting Schedule for the Water Advisory Board of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	14
February.....	11
March.....	11
April.....	8
May.....	13
June.....	10
August.....	12
September.....	9
October.....	14
November.....	11

Regular meetings begin at 6:30 a.m. on the second Tuesday of each month and convene in Civic Center Conference Room #217, 110 South Main Street. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the Marcie Clark, Public Works Secretary at 801-491-2780 or check [www.springville.org](http://www.springville.org) for more information.

**ANNUAL MEETING SCHEDULE OF THE  
ART CITY SUBSTANCE ABUSE PREVENTION  
COMMUNITY COALITION**

**PUBLIC NOTICE** is hereby given that the 2014 Annual Meeting Schedule for the Art City Substance Abuse Prevention (ASAP) Community Coalition of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	16
February.....	20
March.....	20
April.....	17
May.....	15
June.....	19
July.....	17
August.....	21
September.....	18
October.....	16
November.....	20
December.....	18

Regular meetings begin at 6:30 a.m. on the third Thursday monthly and convene in the Civic Center Conference Room #101A, 110 South Main Street. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call Shannon Acor, ASAP Coordinator at 801-491-7823 or check [www.springville.org](http://www.springville.org) for more information.

**ANNUAL MEETING SCHEDULE OF THE  
EMERGENCY PREPAREDNESS COMMITTEE**

**PUBLIC NOTICE** is hereby given that the 2014 Annual Meeting schedule for the Emergency Preparedness Committee of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	16
February.....	20
March.....	20
April.....	17
May.....	15
June.....	19
July.....	17
August.....	21
September.....	18
October.....	16
November.....	20

Regular meetings begin at 5:30 p.m. on the third Thursday of each month and convene in the Public Safety Training Room in the Springville Fire Station #41, 75 West Center Street. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call Kim Rayburn, Executive Secretary at 801-491-5521 or check [www.springville.org](http://www.springville.org) for more information.

**ANNUAL MEETING SCHEDULE OF THE  
HOBBLE CREEK GOLF COURSE COMMITTEE**

**PUBLIC NOTICE** is hereby given that the 2014 Annual Meeting Schedule for the Hobbble Creek Golf Course Committee of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	16
February.....	20
March.....	20
April.....	17
May.....	15
June.....	19
July.....	17
August.....	21
September.....	18
October.....	16
November.....	20
December.....	18

Regular meetings begin at 7:00 p.m. on the third Thursday monthly and convene in the Hobbble Creek Golf Course Clubhouse on Hobbble Creek Canyon Drive. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call Pat Bird, Chair at 801-491-0246 or check [www.springville.org](http://www.springville.org) for more information.

**ANNUAL MEETING SCHEDULE OF THE  
ECONOMIC ADVISORY BOARD**

**PUBLIC NOTICE** is hereby given that the 2014 Annual Meeting Schedule for the Economic Advisory Board of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	14
February.....	11
March.....	11
April.....	8
May.....	13
June.....	10
July.....	8
August.....	12
September.....	9
October.....	14
December.....	9

Regular meetings begin at 7:00 p.m. on the second Tuesday monthly and convene in the Civic Center Multipurpose Room, 110 South Main Street. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call Rod Oldroyd, staff support, at 801.491.7864 or check [www.springville.org](http://www.springville.org) for more information.

Springville City Civic Center  
110 South Main Street  
Springville, UT 84663

Springville Fire Station #41  
75 West Center Street  
Springville, UT 84663

Springville Public Library  
45 South Main Street  
Springville, UT 84663

Springville City Community Services  
443 South 200 East  
Springville, UT 84663

Springville Electric Operations Center  
777 North 400 West  
Springville, UT 84663

Jolley's Ranch  
3 miles east in Hobbles Creek Canyon

Hobbles Creek Golf Course Clubhouse  
Hobbles Creek Canyon Road



# Letter of Recommendation to City Council Springville City Planning Commission

## Springville

<b>Applicant:</b>	<b>Request:</b>	<b>Date of Meeting:</b> October 22, 2013
Springville City Planning Commission 110 South Main Street Springville Utah 84663	Approval of the 2014 Planning Commission Meeting Schedule.	

<b>Motion by:</b> Brent Packard	<b>Second by:</b> Joyce Nolte		
<b>PC RECOMMENDATION</b>	<input checked="" type="checkbox"/> <b>APPROVE</b>	<input type="checkbox"/> <b>DISAPPROVE</b>	<input type="checkbox"/> <b>OTHER:</b>
<b>CONDITIONS OF APPROVAL:</b>			
Move to approve the 2014 Planning Commissioner Meeting Schedule.			

CM Packard moved to approve the 2014 Meeting Schedule. CM Nolte seconded the motion. The vote to approve the 2014 Meeting Schedule was as follows:

- CM Packard – Aye
- M Young – Aye
- CM Nolte – Aye
- CM Huff – Aye
- CM Clay – Aye
- CM Mertz – Aye

CM Clyde was excused

The vote to approve the 2014 Meeting Schedule was unanimous.

  
 \_\_\_\_\_  
 Commission Chair, Craig Huff

  
 \_\_\_\_\_  
 Planning Commission Secretary

October 22, 2013  
 \_\_\_\_\_  
 Date



**Springville**

**BOARD OF ADJUSTMENT  
2014 Meeting Schedule**

THIRD WEDNESDAY - 7:00 PM – COUNCIL CHAMBERS

January 15

February 19

March 19

April 16

May 21

June 18

July 16

August 20

September 17

October 15

November 19

December 17

The Board Members were notified via email and responded as follows:

BM Barker – Aye *9/24/13*  
BM Ellingson – Aye *9/24/13*  
BM Inclan – Aye *9/25/13*  
BM Jex – Aye *9/24/13*  
BM Fakler – Aye *9/27/13*  
BM Olsen –  
BM Stewart –

The vote to approve the 2014 Meeting Schedule was unanimous.

\_\_\_\_\_  
Ron Fakler, Chairperson

*Darlene Gray*  
\_\_\_\_\_  
Darlene Gray, Secretary

*September 27, 2013*  
\_\_\_\_\_  
Date



**Springville**

## 2014 DEVELOPMENT REVIEW COMMITTEE MEETING SCHEDULE

THURSDAY – 9:00 AM

THE WEEK FOLLOWING THE PLANNING COMMISSION MEETING -

JANUARY 2

FEBRUARY 6

MARCH 6

APRIL 3

MAY 1

JUNE 5

JULY 3

JULY 31

SEPTEMBER 4

OCTOBER 2

NOVEMBER 6

DECEMBER 4

JANUARY 23

FEBRUARY 20

MARCH 20

APRIL 17

MAY 22

JUNE 19

JULY 17

AUGUST 21

SEPTEMBER 18

OCTOBER 23

NOVEMBER 20

DECEMBER 18

CMs in Attendance: Planner Brandon Snyder; Planner Laura Thompson;

Those in attendance approved the 2014 Meeting Schedule.



# Letter of Recommendation to City Council

Springville City Board Name: Arts Commission

<b>Applicant:</b>	<b>Request:</b>	<b>Date of Meeting:</b> 11/12/2013
	Approve 2014 meeting schedule	

<b>Motion by:</b> Donna Breckenridge	<b>Second by:</b> Ginny Ackerson
--------------------------------------	----------------------------------

<b>RECOMMENDATION</b>	<input checked="" type="checkbox"/>	<b>APPROVE</b>	<input type="checkbox"/>	<b>DISAPPROVE</b>	<input type="checkbox"/>	<b>OTHER:</b>
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**CONDITIONS OF APPROVAL:**

January 14, 2014  
 February 11, 2014  
 March 11, 2014  
 April 8, 2014  
 May 13, 2014  
 June 10, 2014  
 July 8, 2014  
 No Meeting in August  
 September 9, 2014  
 October 14, 2014  
 November 18, 2014  
 No Meeting in December

**Voting Record:**

Member Name	APPROVE	DENY	ABSTAIN
Delora Bertelsen	X		
Donna Breckenridge	X		
Ginny Ackerson	X		
Julie Ahlborn	X		
Claudia Davenport	X		
MariLee Allred	X		
Debbie Allred	X		
Rita Wright	X		

Delora Bertelsen  
Chair

November 12  
Date



# Letter of Recommendation to City Council

Springville City Board Name: Spanish Fork/Springville Airport

<b>Applicant:</b>	<b>Request:</b>	<b>Date of Meeting:</b>
	<p>Approve the Annual Meeting Schedule for the Airport Board</p> <p>October 3, 2013</p>	

<b>Motion by: Richard Davis</b>	<b>Second by: Dean Olsen</b>
---------------------------------	------------------------------

<b>RECOMMENDATION</b>	<input checked="" type="checkbox"/>	<b>APPROVE</b>	<input type="checkbox"/>	<b>DISAPPROVE</b>	<input type="checkbox"/>	<b>OTHER:</b>
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**CONDITIONS OF APPROVAL:**  
 First Thursday of each month at 4pm as follows:

January.....	2
February.....	6
March.....	6
April.....	3
May.....	1
June.....	5
August.....	7
September.....	4
October.....	2
November.....	6
December.....	4

**Voting Record:**

Member Name	APPROVE	DENY	ABSTAIN
Doug Ford	X		
Clair Anderson	X		
Richard Davis	X		
Dean Olsen	X		
Brian Park	Absent		
Matt Taylor	Absent		

Doug Ford, Chair Pro Tem  
 Chair

10/3/2013  
 Date



# Letter of Recommendation to City Council

Springville City Board Name: **LIBRARY BOARD**

<b>Applicant:</b>	<b>Request:</b>	<b>Date of Meeting:</b> 11/14/13
	Approve the 2014 meeting schedule	

<b>Motion by:</b>		<b>Second by:</b>	
<b>RECOMMENDATION</b>	<input checked="" type="checkbox"/> <b>APPROVE</b>	<input type="checkbox"/> <b>DISAPPROVE</b>	<b>OTHER:</b>
<b>CONDITIONS OF APPROVAL:</b>			
January.....	9		
February.....	13		
March.....	13		
April.....	10		
May.....	8		
June.....	12		
July.....	10		
August.....	14		
September.....	11		
October.....	9		
November.....	13		
December.....	11		

**Voting Record:**

Member Name	APPROVE	DENY	ABSTAIN
Karen Ellingson, Chair	X		
Janet Johnson	X		
MariLee Allred	X		
Betsy Hopkins	X		
Ann Kronmiller	X		
Jeanette Swain	X		
Margy Layton	X		

Karen Ellingson  
Chair

11/14/13  
Date



# Letter of Recommendation to City Council

## Springville City Board Name: PARKS AND RECREATION BOARD

<b>Applicant:</b>	<b>Request:</b>	<b>Date of Meeting:</b> 11/7/2013
		Approve the 2013 Parks and Recreation Board Meeting schedule

<b>Motion by:</b>		<b>Second by:</b>	
<b>RECOMMENDATION</b>	<b>APPROVE</b>	<b>DISAPPROVE</b>	<b>OTHER:</b>
<b>CONDITIONS OF APPROVAL:</b>			
The schedule is approved as follows:			
January.....	23		
February.....	27		
March.....	27		
April.....	24		
May.....	22		
June.....	26		
July.....	31		
August.....	28		
September.....	25		
November.....	6		

**Voting Record:**

Member Name	APPROVE	DENY	ABSTAIN
Gary Hooper	X		
Lisa Willey	X		
Katie Sosa	X		
Lynn Bartholomew	X		
Julie Kappas	X		

Gary Hooper  
Chair

11/7/13  
Date



# Letter of Recommendation to City Council

## Springville City Board Name: POWER BOARD

<b>Applicant:</b>	<b>Request:</b>	<b>Date of Meeting:</b> 11/13/13
<p style="text-align: center;">Approve the 2014 meeting schedule</p>		

<b>Motion by:</b>			<b>Second by:</b>		
<b>RECOMMENDATION</b>	<input checked="" type="checkbox"/>	<b>APPROVE</b>	<input type="checkbox"/>	<b>DISAPPROVE</b>	<b>OTHER:</b>
<b>CONDITIONS OF APPROVAL:</b>					
January.....		8			
February.....		12			
March.....		12			
April.....		9			
May.....		14			
June.....		11			
July.....		9			
August.....		13			
September.....		10			
October.....		8			
November.....		12			
December.....		10			

**Voting Record:**

Member Name	APPROVE	DENY	ABSTAIN
Clair Anderson	X		
Leon Lee	X		
Jason Miller	X		
Travis Ball	X		
David Neilsen, Chair	X		
Darrin Wolz	X		
Rod Andrews	X		
Tom Hawks	X		

David Neilsen  
Chair

11/13/13  
Date



# Letter of Recommendation to City Council

Springville City Board Name: \_\_\_\_\_

Water Board

Applicant:	Request:	Date of Meeting:
	approve 2014 water board meeting schedule	10/8/13

Motion by:	Second by:
<u>Nile Hatch</u>	<u>Calvin Crandall</u>

RECOMMENDATION	<input checked="" type="checkbox"/> APPROVE	DISAPPROVE	OTHER:
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CONDITIONS OF APPROVAL:

Voting Record:			
Member Name	APPROVE	DENY	ABSTAIN
<u>Nile Hatch</u>	✓		
<u>Alton Beck</u>	✓		
<u>Calvin Crandall</u>	✓		
<u>Rollin Hotchkiss</u>	✓		

Rollin Hotchkiss Chair      10/8/13 Date

**ANNUAL MEETING SCHEDULE OF THE  
WATER ADVISORY BOARD**

**PUBLIC NOTICE** is hereby given that the 2014 Annual Meeting Schedule for the Water Advisory Board of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	14
February.....	11
March.....	11
April.....	8
May.....	13
June.....	10
August.....	12
September.....	9
October.....	14
November.....	11

Regular meetings begin at 6:30 a.m. on the second Tuesday of each month and convene in Civic Center Conference Room #217, 110 South Main Street. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the Marcie Clark, Public Works Secretary at 801-491-2780 or check [www.springville.org](http://www.springville.org) for more information.



## STAFF REPORT

**DATE:** November 27, 2013  
**TO:** Honorable Mayor and City Council  
**FROM:** Alex Roylance, Director of Buildings and Grounds  
**SUBJECT:** CANYON PARKS FEES AND FEE RESOLUTIONS

---

### **RECOMMENDED MOTION**

Motion to approve resolutions \_\_\_\_\_ and \_\_\_\_\_ concerning fees for Canyon Parks usage and to approve proposed fee schedules for the 2013/2014 winter recreation season and the 2014 camping season.

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

For the 2014 budget year, the Canyon Parks division has a goal to maximize revenue received through pavilion reservations, campground use, and winter recreation. The Canyon Parks division plans to do this by presenting fees that are competitive and fair while still striving to offset the costs of operating the Canyon Parks.

### **BACKGROUND**

The Canyon Parks opened Jolley's Ranch for camping and pavilion use in 1984. At that time, fees for camping and pavilion use in all of the Canyon Parks was set and/or updated. Resolution for the Canyon Parks camping and pavilion use fees was last updated in 2007.

In 2008, a winter recreation program was established and fees were set by resolution at that time. Since 2007 and 2008, staff has worked to keep Canyon Parks fees at a level that will encourage patrons to continue to utilize the Canyon Parks, keep the Canyon Parks competitive in their pricing, and try to offset the costs of operating the Canyon Parks.

### **DISCUSSION**

Canyon Parks fees are discussed and reviewed annually by staff and by the Parks and Recreation Board. Staff and the Board felt that fees needed to be adjusted before the 2013/2014 winter recreation season and before reservations were opened for the 2014 camping season. Also, in accordance with recent Council discussions concerning the City's fee schedule, it has also become necessary to update the resolutions related to Canyon Parks fees.

The adjustments to winter recreation fees include increasing the price of a family snowshoeing day pass from \$11.00 to \$15.00, increasing the price of an all-inclusive adult season pass from \$100.00 to \$135.00, offering a 20% discount on day passes for those who do not need to rent equipment, and requiring groups of 20 or more to make a reservation in order to receive the 30% group discount. The proposed changes were based on feedback from patrons who thought that the previous fee schedule was unfair, and to allow staff to better prepare for

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

*December 3, 2013*

large group use. The proposed changes were presented to the Parks and Recreation Board in their September 2013 meeting. The changes were approved to be recommended to the City Council by unanimous vote from the Board.

The adjustments to Canyon Parks campsite and pavilion rental fees include an increase in price for weekend rentals while keeping the price of weekday rentals at a discounted rate. This rate structure has been proposed in an effort to keep revenues up while encouraging more weekday use in our campground and pavilion areas. For the past two years, we have offered a discount for weekday use, but it seemed that many patrons were not aware of the discount when their reservation was made. We feel that the proposed fee structure will allow patrons to see that weekdays are available at a lesser price than weekends. The proposed campsite and pavilion fees were also presented to the Parks and Recreation Board in their September 2013 meeting. The Board also voted unanimously to recommend the proposed fees to the Council for approval.

Resolutions regarding Canyon Parks fees (resolutions 2007-27 and 2008-27) currently have a fee schedule attached to them. In accordance to recent Council direction, resolutions regarding Canyon Parks fees have been rewritten to refer to an approved fee schedule without attaching said schedule to the resolution.

### **ALTERNATIVES**

- Do not change current Canyon Parks fees for the upcoming winter recreation and camping seasons.
- Implement different fees than those that have been recommended.

### **FISCAL IMPACT**

Changes in the current fee schedule should result in increased revenue from our Canyon Parks programs. However, it is not proposed that the changes in fees will cover all costs associated with the operation of the Canyon Parks.

#### *Name*

Name: Alex Roylance

Title: Director of Buildings and Grounds

Attachments: Proposed Winter Recreation Fees  
Proposed Campsite and Pavilion Fees  
Proposed Resolutions  
Recommendation from the Parks and Recreation Board

cc:

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

**A RESOLUTION ESTABLISHING PAVILION RENTAL FEES AND  
CAMPGROUND USE FEES FOR THE SPRINGVILLE CANYON  
PARKS.**

**WHEREAS**, the Springville Canyon Parks have pavilions that are regularly rented for use during the summer camping seasons; and,

**WHEREAS**, the Springville Canyon Parks have campsites that are regularly used during the summer camping seasons; and,

**WHEREAS**, Springville City desires to establish certain fees and other charges for use of the Canyon Parks facilities.

**NOW THEREFORE**, be it resolved that the City Council of Springville City establishes and authorizes pavilion rental fees, campground use fees, and other charges associated with the use of the Canyon Parks. The fees will be found in the City's annually posted Fee Schedule:

**ADOPTED** by the City Council of Springville, Utah, on this \_\_\_\_ day of December, 2013.

Attest:

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

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

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

**A RESOLUTION ESTABLISHING WINTER RECREATION FEES FOR  
THE CANYON PARKS.**

**WHEREAS:** Springville City has created a winter recreation program to be instituted in its Canyon Parks which includes activities such as cross-country skiing, snowshoeing, and tubing; and,

**WHEREAS:** the winter recreation program will be open and available for public use when there is adequate snow available to run the program; and,

**WHEREAS:** Springville City desires to establish certain fees and other charges for participation in the winter recreation program activities.

**NOW THEREFORE:** be it resolved that the City Council of Springville City establishes and authorizes fees associated with the winter recreation program. The fees will be found in the annually posted fee schedule.

ADOPTED by the City Council of Springville, Utah, on this \_\_\_\_\_ day of December, 2013.

Attest:

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

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



# Letter of Recommendation to City Council

## Springville City Board Name: Parks and Recreation Board

<b>Applicant:</b> Staff	<b>Request:</b>	<b>Date of Meeting:</b> 9/26/2013
<p>To accept the proposed Canyon Parks fees for the 2014 camping season. Fee proposal includes discounted fees for weekday use for both pavilions and campsites. Campsite fees will still include resident and non-resident rates.</p>		

<b>Motion by:</b> Lyn Bartholomew			<b>Second by:</b> Katie Sosa			
<b>RECOMMENDATION</b>	<input checked="" type="checkbox"/>	<b>APPROVE</b>	<input type="checkbox"/>	<b>DISAPPROVE</b>	<input type="checkbox"/>	<b>OTHER:</b>
<b>CONDITIONS OF APPROVAL:</b>						

**Voting Record:**

Member Name	APPROVE	DENY	ABSTAIN
Gary Hooper	X		
Lyn Bartholomew	X		
Lisa Willey	X		
Julie Kappas	X		
Harold Davis	X		
Katie Sosa	X		

Gary Hooper  
Chair

September 26, 2013  
Date

## Proposed Canyon Parks Fees for the beginning of the 2014 Camping Season

Weekday = Monday thru Thursday

<u>Pavilion</u>	<u>Capacity</u>	<u>Day Use Weekday</u>	<u>Overnight Use Weekday</u>	<u>Day Use Weekend/Holiday</u>	<u>Overnight Use Weekend/Holiday</u>
City	125	\$100	\$170	\$110	\$187
Creekside	125	\$100	\$170	\$110	\$187
Jolley's Church	250	\$132	\$264	\$145	\$290
Kelly's Church	100	\$55		\$60	
Kiwanis	150	\$110	\$198	\$121	\$217
Lions	100	\$66	\$132	\$72	\$145
Rotary I	75	\$55	\$110	\$60	\$121
Rotary II	125	\$100	\$170	\$110	\$187
Retired Steelworkers	50	\$44	\$88	\$52	\$96
Veterans	50	\$55	\$110	\$60	\$121

<u>Jolley's Ranch Campground</u>	<u>Resident Weekday</u>	<u>Non-resident Weekday</u>	<u>Resident Weekend</u>	<u>Non-resident Weekend</u>
Campsite	\$12	\$20	\$14	\$23
Extra Tent	\$6	\$7	\$7	\$9
Extra Vehicle	\$6	\$7	\$7	\$9
Electricity Use	\$3	\$4	\$3	\$5

Recommended by Parks and Recreation Board 9/26/2013

## 2013 Proposed Winter Recreation Fees

### **Day Pass Rates**

<u>Activity</u>	<u>Child</u>	<u>Adult</u>	<u>Family</u>
X-Country Skiing	\$6.00	\$12.00	\$30.00
Snowshoeing	\$3.00	\$6.00	\$15.00
Tubing/Sledding	\$2.00	\$2.00	\$10.00
All Activities	\$10.00	\$15.00	\$50.00

### **Season Pass Rates**

<u>Activity</u>	<u>Child</u>	<u>Adult</u>	<u>Family</u>
X-Country Skiing	\$55.00	\$110.00	\$160.00
Snowshoeing	\$16.00	\$22.00	\$55.00
Tubing/Sledding	N/A	N/A	\$35.00
All Activities	\$60.00	\$135.00	\$200.00

### **Tube Rentals**

Tube or Sled rental	\$2.00
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### **Available Discounts**

Group Discount	30% for groups of 20 or more with reservation
Equipment Rental	20% for those who do not rent ski or snowshoe equipment

**\*\* Season passes excluded\*\***



## STAFF REPORT

**DATE:** November 26, 2013

**TO:** Honorable Mayor and City Council

**FROM:** Laura Thompson, Planner I

**SUBJECT:** **CONSIDERATION TO AMEND THE GENERAL PLAN LAND USE ELEMENT FOR THE PROPERTY AT 871 SOUTH MAIN FROM LOW DENSITY RESIDENTIAL TO INDUSTRIAL MANUFACTURING.**

**CONSIDERATION TO AMEND THE OFFICIAL ZONING MAP FOR THE PROPERTY AT 871 SOUTH MAIN FROM THE R1-15 RESIDENTIAL SINGLE FAMILY TO LIM-LIGHT INDUSTRIAL MANUFACTURING ZONE.**

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### **RECOMMENDED MOTIONS**

#### **MOTION #1– GENERAL PLAN AMENDMENT**

MOVE TO APPROVE ORDINANCE NO. \_\_\_\_\_-2013 AMENDING THE LAND USE MAP OF THE SPRINGVILLE GENERAL PLAN FROM LOW DENSITY RESIDENTIAL TO INDUSTRIAL MANUFACTURING IN THE AREA OF 871 SOUTH MAIN STREET.

#### **MOTION #2 – OFFICIAL ZONE MAP AMENDMENT**

MOVE TO APPROVE ORDINANCE NO. \_\_\_\_\_-2013 AMENDING THE OFFICIAL ZONE MAP FROM R1-15 SINGLE FAMILY RESIDENTIAL TO L-IM LIGHT INDUSTRIAL MANUFACTURING ZONE IN THE AREA OF 871 SOUTH MAIN STREET.

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

1. Does the proposed request meet the requirements of Springville City Code, regarding amendments to the General Plan?
2. Does the proposed request to rezone this property meet the requirements of the Springville City Code, particularly 11-7-1, Amendments to the Title and Zone Map?
3. Does the request maintain the intent of the General Plan?

### **BACKGROUND**

The property located at 871 South Main currently falls within the “Low Density Residential” category on the adopted General Land Use Plan, and the R1-15 Zone on the Official Zone Map. The applicant, Mr. Liffereth, would like to purchase said piece of property to use as a welding and repair shop. This will require amending the General Plan Land Use Map to the Industrial Manufacturing and Official Zone Map to the L-IM Zone.

Directly west of the property are storage/warehouse units. South of the property the uses are predominantly residential agricultural.



Utah County records show the original structure being constructed in 1955 and is listed as a storage warehouse. Springville City has on record the issuance of two building permits for the property. The first permit was issued on November 2, 1973, for the construction of a shed. The second permit was issued on November 7, 1973 for an addition to be used for ceramics production. The zoning at the time



of the two permits was Industrial Manufacturing. The zoning has changed several times from Residential Agricultural to Industrial Manufacturing. The most recent rezoning to Residential Agricultural occurred

in the early 1990's and has remained zoned as such.

**DISCUSSION**

General Plan

The Goal of the Land Use Element of the General Plan is to create a safe, functional, and attractive community that preserves the best of our past and shapes our future development in a way that benefits all people of our community.

Objective 5 of the Land Use and Population section of the General Plan states:

“Provide adequate and appropriately located land for manufacturing and industrial uses that contribute to the economic well-being and livability of Springville City.”

The synopsis goes on to say that land for industrial uses should be located adjacent to major arterial and collector roads with direct interstate access in order to minimize the impact of industrial activity on residential areas. Industries which are hazardous or offensive because of the emission of odors, vibration, dust, glare, noise, or fumes need to include mitigating measures to help ensure adjacent uses are not negatively affected. Industrial uses with outdoor operations should not be located adjacent residential areas.

Zoning Requirements

TABLE 1. BASIC INFO & ZONING REQUIREMENTS

	<b>Minimum Requirement (L-IM Zone)</b>	<b>On Site</b>
<b>Lot area</b>	None	10,454 sq ft
<b>Lot Frontage</b>	100 feet	177 feet
<b>Building Area</b>	None	7,729 sq ft
<b>Building Footprint % of lot</b>	Max 60%	73%
<b>Minimum Landscaping %</b>	10%	None
<b>Onsite Parking Stalls</b>	None	Depends on use
<b>Building Setbacks:</b>		
<b>Front</b>	25 feet	3 feet
<b>Side (interior)</b>	20 feet from residential use	0 feet
<b>Side (Street)</b>	20 feet	N/A
<b>Rear</b>	0 feet	20 feet

Nonconforming Uses - Springville City Code Section 11-3-205(3) states “If a nonconforming use located in a conforming building, structure or lot is discontinued for a period of one year or more, the building, structure or lot shall only be occupied by a use that is in conformance with the present use regulations of the zone in which it is located”. Currently the only use this building would qualify for in the current zone is as a “Farm Building.”

The most recent use of the structure was *personal storage* for the current owner. Prior to that, it was used for a window blind repair shop. Business license records going back to 2009 show no business licenses issued on the property to present.

If the property is rezoned, any new use will trigger site plan requirements as per Section 11-7-402 of Springville City Code. Part of the review will depend upon meeting all onsite parking requirements, as well as any public improvements and landscaping, etc.

Parking requirements – Whenever the use of any building is changed, the new use shall not be permitted and a business license shall not be issued until and unless the premises comply with the requirements of 11-6-113(6)(a). Currently, there are no off-street parking spaces designated. Parking for a welding/repair shop would be 1 stall per employee on the largest shift plus any ADA parking requirements. Designated parking spaces are required to be paved and striped, as well as, meet all grading and drainage requirements.

#### Building Codes

If the property is rezoned, any new use, excluding storage, will be required to meet current building codes in regards to ADA, fire, and any code related to life safety. According to County records, there are currently no restroom facilities within the structure, which also would be required. The building codes are triggered when an applicant applies for a business license and it is determined to be a change in use, which changes the approved occupancy group.

#### **PLANNING COMMISSION DISCUSSION**

The Planning Commission considered the proposed amendments at the November 12, 2013 meeting. A public hearing was held with the following comments being given:

Ms. Karen Ifediba of 450 South 100 East was recognized and stated that this would be an excellent use of the property. She indicated that the required improvements would be a great thing. She added that the property had always been a commercial piece of property.

Commissioner Huff asked Mr. Lifferth if he was aware of the upgrades that would be required in regards to the building and zoning codes. Mr. Lifferth stated he had spoken with the Building Official, Jason VanAusdal and was aware of the ADA issues. He asked if there were any waivers he could request in regards to the landscaping requirements. Director Aegerter stated that the site plan approval would come back to the Commissioners and he could request those waivers at that time.

#### COMMISSION ACTION:

Commissioner Mertz moved to recommend approval to amend the General Plan Land Use Element and Official Zone Map on the parcel located at 871 South Main from Low Density Residential to Industrial Manufacturing and from the R1-15 Residential Single Family zone to the LIM-Light Industrial Manufacturing zone. Commissioner Packard seconded the motion. Approval was unanimous.

**Commission Vote**

<u>Commissioner</u>	<u>Yes</u>	<u>No</u>
Huff	X	
Young	X	
Packard	X	
Nolte	X	
Clay	Excused	
Mertz	X	
Clyde	X	

**ALTERNATIVES**

1. Adopt the general plan/zoning amendment/ordinance as proposed.
2. Amend and adopt the proposed general plan/zoning amendment/ordinance.
3. Reject the proposed general plan/zoning amendment/ordinance.

Laura Thompson  
Planner I

Attachments

cc: Richard Lifferth  
Von Hutchings

**ORDINANCE NO. \_\_\_\_\_**

**AN AMENDMENT TO THE LAND USE ELEMENT OF THE GENERAL PLAN THAT RECLASSIFIES THE PARCEL LOCATED AT 871 SOUTH MAIN FROM LOW DENSITY RESIDENTIAL TO INDUSTRIAL MANUFACTURING.**

Be it ordained by the City Council of Springville, Utah:

Section 1: The following described area, as shown on the Generalized Future Land Use Map of the Springville City General Plan and shown on the attached Exhibit A, shall be changed to the following respective land use classifications as shown on Exhibit A (attached).

Section 2: The Zoning Administrator shall cause the Generalized Future Land Use Map of the General Plan to be amended to show the change made by Section 1 above.

Section 3: The foregoing amendment was submitted to and considered by the Planning Commission after which a public hearing was held by the Planning Commission on November 12, 2013, which was noticed as required by law and which gave all interested parties an opportunity to be heard. The Planning Commission thereafter submitted the same to the City Council with its recommendation that the amendment be made. The City Council held a public hearing on December 3, 2013, notice of which was given as required by law. At said hearing all interested parties were given an opportunity to be heard.

Section 4: This amendment shall become effective with the signature of the Mayor.

Approved by the City Council of Springville, Utah this 3<sup>rd</sup> day of December, 2013.

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

ATTEST:

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



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE REZONING PROPERTY LOCATED AT ABOUT 116 WEST 300 SOUTH FROM THE R1-5 SINGLE-FAMILY RESIDENTIAL ZONE TO THE TC-TOWN CENTER ZONE; AND AMENDING THE OFFICIAL ZONING MAP.**

Be it ordained by the City Council of Springville, Utah:

Section 1: To the extent that the following area, as shown on Exhibit "A" is in any zone other than the R1-15 Single-Family Residential Zone, the following described area is hereby rezoned from its existing zone to the LIM-Light Industrial Manufacturing Zone, and hereafter all rules and regulations applicable to the LIM-Light Industrial Manufacturing Zone shall apply within said area.

Section 2: The Community Development Director shall cause the official Zoning Map of the City to be amended to show the rezoning made by Section 1 above.

Section 3: The foregoing zone change was submitted to and considered by the Planning Commission on November 12, 2013, after a public hearing notice of which was given as required by law. The Planning Commission thereafter submitted the same to the City Council with its recommendation that the zone change be made. The City Council held a public hearing on the matter on December 3, 2013, notice of which was given as required by law. At said hearing, all interested parties were given an opportunity to be heard.

Section 4: All ordinances, resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5: This ordinance shall become effective one day after publication hereof in the manner required by law.

Section 6: The City Recorder shall cause this ordinance or a short summary hereof, to be published in the *Daily Herald*, a newspaper published and of general circulation in the City.

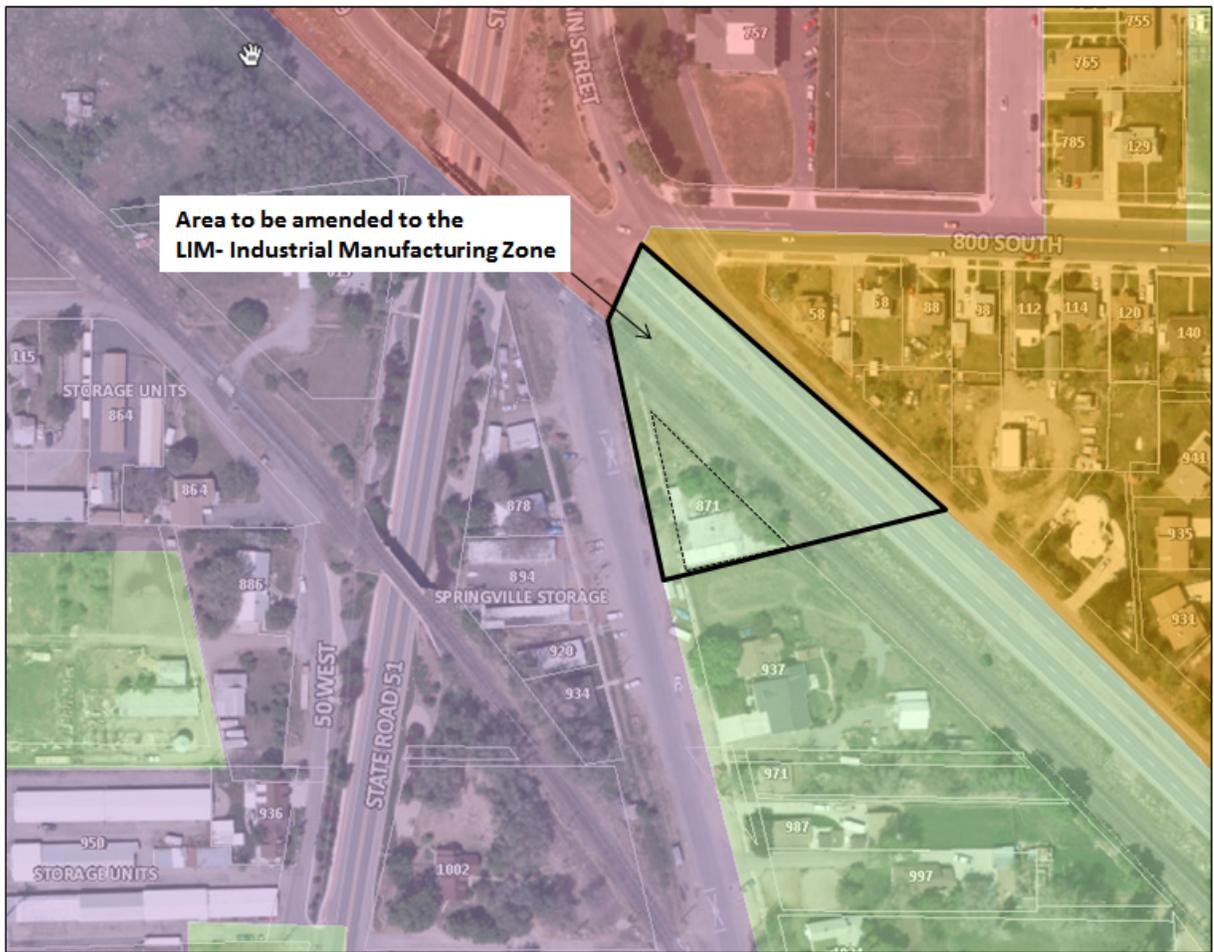
Adopted by the City Council of Springville, Utah, this 3<sup>rd</sup> day of December, 2013.

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

ATTEST:

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

EXHIBIT "A"





## STAFF REPORT

**DATE:** November 27, 2013  
**TO:** Honorable Mayor and City Council  
**FROM:** Troy Fitzgerald, City Administrator  
**SUBJECT: LEASE WITH THE BOY SCOUTS OF AMERICA IN HOBBLE CREEK CANYON**

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### **RECOMMENDED MOTION**

A MOTION to approve a Lease with the Boy Scouts of America for Property in Hobble Creek Canyon adjacent to Rotary Park

### **BACKGROUND**

The Boy Scouts of America (BSA) has operated a camp in the Hobble Creek Canyon for many decades. Some of the property associated with the Camp is owned by Springville City. BSA would like to make improvements to the property, but does not want to make improvements without knowing that they will have access to the property for a sufficient length of time to properly use the assets constructed.

### **DISCUSSION**

The attached lease provides the BSA with access to and use of approximately 8 to 10 acres of Springville City Property in Hobble Creek Canyon. The property has historically been used as a scout camp. The lease will commence immediately and last for a maximum of 40 years. Either party may cancel the lease in five year increments starting after 20 years. If the lease is cancelled after 20 years, the City agrees to pay the depreciated value of any improvements made during the lease. If cancelled at 25 years or later, any remaining improvements will simply become the property of the City.

The lease price begins at \$4,000 per year and increases according to the following schedule:

Years 6-10	\$4,500 per year
Years 11-15	\$5,000 per year
Years 16-20	\$6,000 per year
Years 21-25	\$7,000 per year, if lease is not cancelled
Years 26-30	\$8,000 per year, if lease is not cancelled

Years 31-35	\$9,000 per year, if lease is not cancelled
Years 36-40	\$10,000 per year, if lease is not cancelled

Most of the provisions of the lease were negotiated between the parties, but a few remaining items were discussed but the City has not heard whether the BSA is comfortable with all lease terms at the time this report was written. Thus, there could be some questions at the Council Meeting.

This camp served around 15,000 youth during the summer of 2013.

The BSA is interested in parking around the hydro facility. This provision is NOT in the current lease.

### **ALTERNATIVES**

Cancel the existing arrangement and take back City property.

Amend or alter any lease terms.

### **FISCAL IMPACT**

Springville City will receive \$4,000 in additional annual revenue.

*Troy K. Fitzgerald*

Troy K. Fitzgerald  
City Administrator

Attachments

cc:

## LEASE AGREEMENT

This Lease made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

Springville city, a municipality of the State of Utah, with its principal office at 110 South Main Street, Springville, Utah, 84663 hereafter referred to as Lessor, and Utah National Parks Council, Boy Scouts of America, of 748 North 1340 West, Orem, Utah 84057 herein referred to as Lessee.

IN CONSIDERATION of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Lessor leases to Lessee and Lessee hires from Lessor, for the purpose of conducting thereon a scout camp and for no other purpose, the real property located in Utah County, State of Utah, more particularly described as follows:

Beginning at the Southeast corner (Corner No. 1) of Special Section 67 in Section 33, Township 7 South, Range 4 East, Salt Lake Base and Meridian; thence North 35° East 1983.96 feet East 376.2 feet, more or less, to the East line of the Northwest 1/4 of said Section 33, South 1679.0 feet more or less along the East line of said Northwest 1/4, to the Southeast corner of said Northwest 1/4, thence West 1465.2 feet, more or less, along the south line of said Northwest 1/4 to the point of beginning.

2. The term of this lease shall be from the date hereof until 12.00 midnight on December 31, 2054, unless sooner terminated under the terms hereof. The lease may be terminated on December 31 in the years 2034, 2039, 2045 or 2049 by either party giving written notice to the other of nonrenewal at least six months prior to the dates set forth in this paragraph. Lessee shall surrender the premises to Lessor immediately on termination of the lease as referenced in paragraph 7.

3. Lessor does not by this agreement grant any right of access to the premises across any other property owned by Lessor, except such access as Lessee may have through other property leased to Lessee by an agreement dated June 3, 1988.

4. The rental for the term of this lease shall be the sum of \$4,000, per annum Which shall be paid by Lessee to Lessor in advance on the date hereof. Each subsequent annual payment shall be paid in advance of the anniversary of the date of this lease. The rental rate shall increase as follows:

Years 6-10	\$4,500 per year
Years 11-15	\$5,000 per year
Years 16-20	\$6,000 per year
Years 21-25	\$7,000 per year, if lease is not cancelled
Years 26-30	\$8,000 per year, if lease is not cancelled
Years 31-35	\$9,000 per year, if lease is not cancelled

Years 36-40      \$10,000 per year, if lease is not cancelled

5. Lessee shall not use nor allow the use of the premises in any way which shall result in waste on the premises, a public or private nuisance which may disturb the reasonable enjoyment of other property in the vicinity or any improper, unlawful, or objectionable use. Lessee shall comply with all governmental regulations and statutes affecting the premises.

#### CONSTRUCTION OF IMPROVEMENTS

6. Lessee may at Lessee's sole expense prepare plans and specifications for new buildings to be erected on the premises and Lessee shall at Lessee's sole expense, commence, and shall thereafter diligently prosecute to completion the construction of the buildings in accordance with such plans and specifications.

Lessee shall have the right to make such alterations, improvements and changes to any building which may from time to time be on the premises as Lessee may deem necessary, or to replace any such building with a new one.

The requirement that Lessee shall perform such construction shall not extend authority to Lessee to obligate Lessor on or encumber fee title to the premises.

All improvements placed on the property must first be approved by the Lessor. Such approval shall not be unreasonably withheld. Lessor shall state the reasons for any such disapproval. Attached and made a part of this Lease is Exhibit "A" that describes the proposed improvements as of the date of execution of this Lease. Lessee shall determine the time frame for completing the proposed improvements. By signing this Lease, Lessor gives prior approval to all the proposed improvements on Exhibit "A". However Lessee is not hereby automatically obligated to make those improvements. If Lessee places any improvements on the property which are not approved by the Lessor, the Lessor will not be obligated to pay for the improvements under Paragraph 7.

#### DISPOSITION OF IMPROVEMENTS ON TERMINATION OR END OF LEASE TERM

7. On termination of this lease for cause prior to the end of the lease term, Lessor shall become the owner of any building or improvements on the demised premises. Lessee may remove any such improvements, alterations and fixtures made on or to the premises if it desires. Lessor may negotiate with the Lessee for compensation to be paid to Lessee for the improvements, alterations and fixtures that Lessor wishes to remain on the property. Lessor has no right to demand that any improvement, alteration or fixture be left on the property unless a mutual agreement for compensation is reached between the parties. Any improvements, alterations and fixtures left on the property by Lessee after giving notice to Lessor that Lessee has vacated the property, shall be deemed abandoned by Lessee and shall become the property of the Lessor.

If the lease Agreement is terminated by the Lessor in year 2034, Lessor agrees to pay the 30 year, straight line depreciated value of any improvements placed by Lessee after the commencement of the

lease. Upon payment of the appropriate value, these improvements shall become the sole property of the lessor.

8. Lessee shall arrange for and pay the cost of all utilities to the premises.

9. Lessee shall keep all of the premises and every part thereof and all buildings and other improvements at any time located thereon free and clear of any and all mechanics and materialmens liens and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances furnished for or in connection with the operations of Lessee, any construction, alteration improvement or repairs which Lessee may make or permit or cause to be made on or about the premises, or any obligations of any kind incurred by Lessee. Lessee shall promptly and fully pay and discharge any and all claims on which any such lien may or could be based. Lessee shall indemnify Lessor and all of the premises and all improvements thereon against all such liens and claims.

10. Lessee shall provide public liability insurance in the amount of \$1,000,000 per person and \$3,000,000 per occurrence and \$500,000 property damage covering all accidents and injuries which may occur on the premises or in connection with Lessee's use thereof, such insurance shall name Lessor as an additional insured. Lessor reserves the right to increase these amounts by giving written notice to Lessee and granting Lessee six months to purchase insurance with higher limits. Any such increase shall be in accordance with changes in limits associated with the Utah Governmental Immunity Act.

11. Lessee waives all claim against Lessor for damages for goods or injuries to persons on or about the premises from any cause. Lessee will indemnify Lessor on account of any damage or Injuries arising from the use of the premises by Lessee, or arising from the failure to keep the premises in good condition.

12. Lessee shall not assign any rights or duties under this lease nor sublet the premises or any part thereof, nor allow any other person to occupy or use the premises without prior written consent of Lessor. A consent to one assignment, sublease, or occupation or use by any other person shall not be a consent to any subsequent assignment, sublease, or occupation or use by another person. Any assignment or subletting without consent of Lessor shall be void. This lease shall not be assignable, as to the interest of Lessee, by operation of law without the written consent of Lessor.

13. In case suit shall be brought for an unlawful detainer of the premises or for the recovery of any rent under the provisions of this lease, or for Lessee's breach of any other condition contained herein. Lessee shall pay to Lessor a reasonable attorney's fee which shall be fixed by the court and such attorney's fees shall be deemed to have accrued on the commencement of the action and shall be paid by successful completion of the action by Lessor. Lessee shall be entitled to attorney's fees in the same manner if judgment is rendered for Lessee.

14. This lease has been drawn and executed in the State of Utah All questions concerning the meaning and intention of any of its terms or its validity shall be determined according to the laws of the State of Utah.

15. Any notice which is required to be given hereunder shall be complete when deposited in the United States mail, postage prepaid, certified or registered mail, addressed to the party to whom it is directed at this address given above for that party or at such other address as a party may specify in a notice which complies with this paragraph.

In witness whereof, the parties have executed this agreement the date first above written.

SPRINGVILLE CITY

Attest:

City recorder

UTAH NATIONAL PARKS COUNCIL  
BOY SCOUTS OF AMERICA

DRAFT

# SPRINGVILLE CITY GIS EXPORT



Date: 11/26/2013



This document is neither a legally recorded map nor a survey and is not intended to be used as one. This document is a compilation of records, information and data provided by various City, County, and State resources and other sources, and is to be used for reference purposes only. Springville City makes no warranty, expressed or implied, as to the accuracy of this data and expressly disclaims liability for the accuracy of the data and document.  
----- Springville City GIS - mphlp@springville.org -----

1:3,159



## STAFF REPORT

**DATE:** October 7, 2013

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

**FROM:** John Penrod, City Attorney

**SUBJECT: CONSIDERATION OF APPROVING EASEMENT AGREEMENTS WITH THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, PROPERTY RESERVE, INC., AND SUBURBAN LAND RESERVE, INC. FOR THE INSTALLATION OF THE 1500 WEST SEWER LINE.**

### RECOMMENDED ACTION

Motion to Approve the execution of easement agreements with the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, Property Reserve, Inc., and Suburban Land Reserve, Inc. for the installation of the 1500 West sewer line.

### GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

General Plan Goal - To provide functionally effective community facilities and services to support a safe, healthy, and vibrant community life.

Objective 7 – A wastewater collection and treatment system that protects the health and safety of the City, is economical, and is designed to meet the needs of Springville City now and in the future.

The 1500 West sewer pipeline that will be placed in the easements is part of a master-planned project that will provide needed sewer capacity for several properties located south of Center Street and east of 1500 West in Springville.

### BACKGROUND

In the City Council's last meeting, the Council awarded a contract to Lyndon Jones Construction to install approximately 4,500 linear feet of 21-inch polyvinyl chloride (PVC) pipe, in and along 1500 West from Center Street to 900 South. The attached map shows the location of the sewer pipe line. In order to move forward with the project, the City needs to obtain three easements from the following corporations: Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, Property Reserve, Inc. and Suburban Land Reserve, Inc.

Springville staff members have been working with these three companies' representatives and legal counsel to obtain the proposed easement agreements. The easement agreements contain the same provisions. The following are some of the most significant provisions in the agreements:

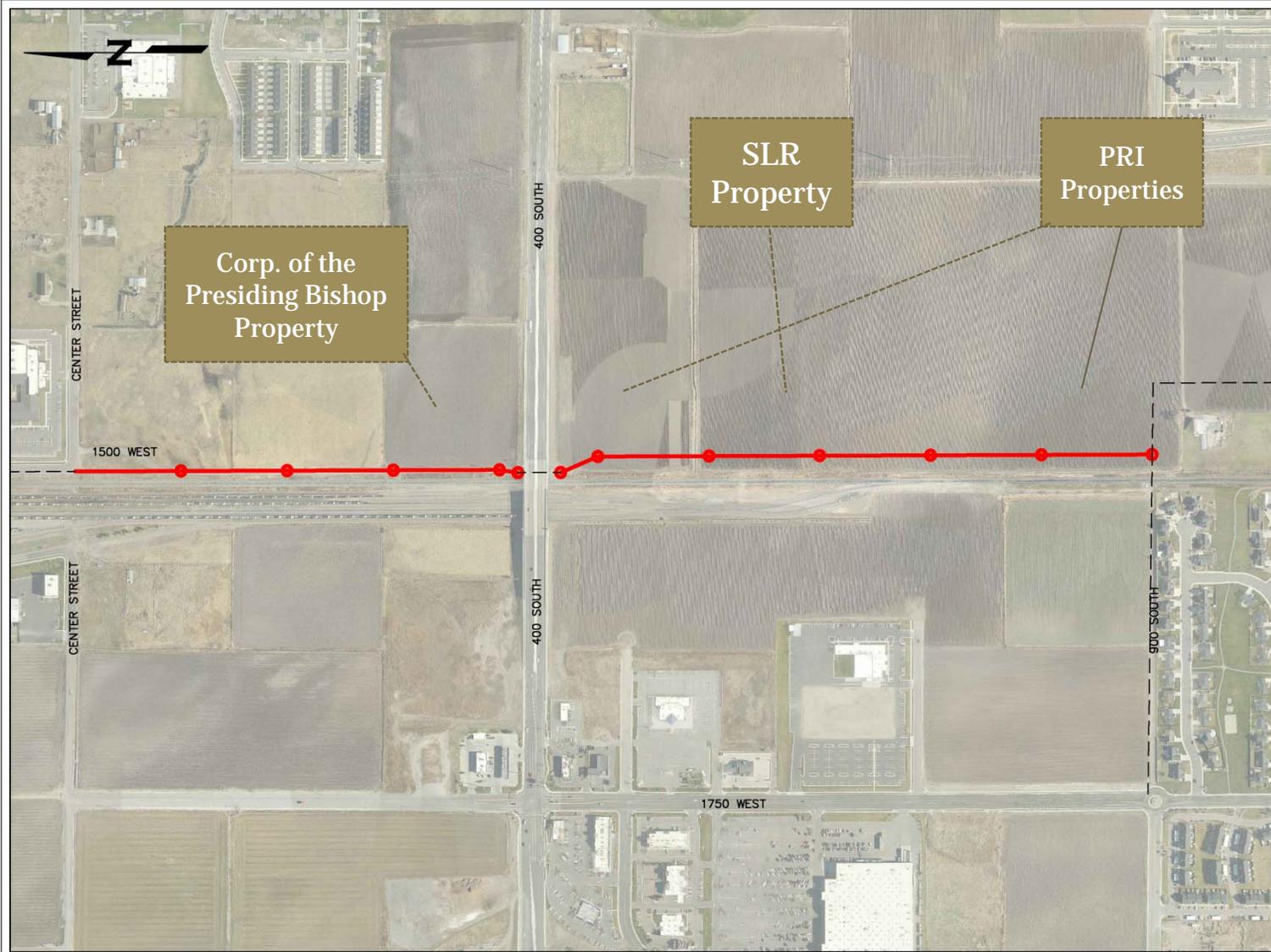
1. Easement. The agreements grant the City a perpetual easement for constructing, installing, operating, inspecting, maintaining, repairing and replacing sewer pipelines. The legal descriptions and maps of the easement areas are attached to the agreements.
2. Cost. The City will receive the easements free of charge. The sewer line within the easements is necessary for the development of approximately 150 acres owned by the companies granting the easements.
3. Temporary Construction Easements. Each easement provides temporary construction areas for the contractor to utilize for the installation of the sewer line. The temporary construction easements are good until the earlier of March 31st or when the project is completed.
4. Grantor's Use of Easement. The grantors of the different easements reserve the right to use the easement for any use not inconsistent with the City's permitted use of installing and maintaining a sewer line. The grantor may relocate the sewer line and easement at the grantor's cost and expense.
5. Grantors' Rights to Connect. The grantors shall have the right to connect to the sewer line for future development. The agreements do not limit the City's ability to collect impact fees for the connection.
6. Restoration and Crop Damage. The City is required to restore the easement areas to a condition that is clean, free of debris and hazards that may be caused by the installation of the sewer line. The City is required to keep the sewer line in good repair and to perform proper maintenance. If any crops are damaged as a result of the sewer line installation, the City will have to pay for the damages.
7. Condition of Easement Area. The City is accepting the easement area in an "as is," "where is" condition without warranties and "with all faults."
8. Insurance. The City is required to obtain liability insurance for damages caused by the sewer line, and to obtain workers' compensation and automobile insurance policies. The City's current insurance policies with the Trust meet the requirements of the easement.
9. Indemnification. The City is required to indemnify the grantors for any damages caused by the sewer line, during the construction and post-construction time periods. The grantors would not budge on this indemnification. Eventually the sewer line will be located within future roads and possibly a parking lot for a future UTA facility. With this being an underground sewer line located within roads and a parking lot, the risk of future damages should be minimal.

The Agreement does contain additional provisions besides those outlined above. This report attempts to highlight the main provisions.

**FISCAL IMPACT**

The City is not required to pay for the easements.

Attachments:     Proposed Easement Agreements  
                      Map of Sewer Line



SPRINGVILLE CITY  
 110 SOUTH MAIN STREET  
 SPRINGVILLE, UT 84663  
 (801) 489-2700



1500 WEST SEWER PHASE II  
 CENTER STREET TO 900 SOUTH

DATE	REVISION	BY

DATE	BY
10/28/13	

SCALE 1" = 400'  
 DRAWING  
 1 OF 12

When Recorded, Mail To:  
Springville City  
110 South Main Street  
Springville City, Utah 84663

With a Copy To:  
Property Reserve, Inc.  
51 South Main Street, Suite 301  
Salt Lake City, Utah 84111

Tax Parcel No: \_\_\_\_\_

(space above for recorders use only)

**PERPETUAL SEWER LINE AND  
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS PERPETUAL SEWER LINE AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “**Agreement**”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between PROPERTY RESERVE, INC., a Utah non-profit corporation (“**Grantor**”), whose address is 51 South Main Street, Suite 301, Salt Lake City, Utah 84111, and SPRINGVILLE CITY, a municipal corporation of the State of Utah (“**Grantee**”), whose address is 110 South Main Street, Springville City, UT 84663. Grantor and Grantee may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

A. Grantor is the owner of certain real property (the “Grantor’s Property”) situated in the City of Springville, County of Utah, State of Utah.

B. Grantee desires to obtain, for the benefit of Grantee, and for the purposes more particularly described herein, (i) a perpetual, non-exclusive sewer line easement, and (ii) a temporary, non-exclusive easement, both on, over, and across portions of the Grantor’s property.

C. Grantor is willing to grant the easements to Grantee for such purposes, subject to the terms and conditions set forth herein.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Perpetual Easement. In consideration of the covenants and agreements hereinafter set forth, Grantor hereby conveys unto Grantee a perpetual, non-exclusive easement (the “**Perpetual Easement**”) on, over, and across that portion of the Grantor’s Property more particularly described on Exhibit A, and depicted on Exhibit C, both attached hereto and incorporated herein by this reference (the “**Perpetual Easement Area**”). Should there be any discrepancy between the legal description and the drawing, the legal description will control.

The Perpetual Easement granted in this Section 1 shall be for the purposes of constructing, installing, operating, inspecting, maintaining, repairing, and replacing sewer pipelines, manholes and other sewer collection and transmission facilities (collectively, the “**Improvements**”), and as agreed mutually.

2. Grant of Temporary Construction Easement. In addition to the above mentioned perpetual easement, Grantor also hereby conveys unto Grantee a temporary, non-exclusive easement (the “**Temporary Construction Easement**”) on, over, and across that portion of the Grantor’s Property more particularly described on Exhibit B, and depicted on Exhibit C, both attached hereto and incorporated herein by this reference (the “**Temporary Easement Area**”). Should there be any discrepancy between the legal description and the drawing, the legal description will control. The Temporary Construction Easement granted in this Section 2 shall be for the purposes of accommodating vehicular and pedestrian ingress and egress to and from the Perpetual Easement Area as well as to allow Grantee to survey, construct and move material and objects, equipment, and a working force during the construction of the Improvements. The Temporary Construction Easement granted herein will automatically terminate, without the requirement of any action by Grantor, on the earlier of (i) March 31, 2014; or (ii) upon completion of the Improvements. Grantee acknowledges that the Grantor’s Property is actively farmed and the planting season begins on April 1, 2014. Grantee agrees that the Improvements must be completed by March 31, 2014.

3. Access. Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, “**Grantee’s Agents**”) shall have the right to enter upon the Perpetual Easement Area or the Temporary Easement Area for the purposes permitted by this Agreement. Grantee shall enter upon the Perpetual Easement Area or the Temporary Easement Area at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any and all claims relating to the condition of the Perpetual Easement Area or the Temporary Easement Area and the entry upon the Perpetual Easement Area or the Temporary Easement Area by Grantee and Grantee’s Agents.

4. Reservation by Grantor. Grantor hereby reserves the right to use the Perpetual Easement Area for any use not inconsistent with Grantee’s permitted use of the Perpetual Easement Area. Without limiting the above, Grantor reserves the right to relocate, or require the relocation of the Improvements and the Perpetual Easement Area at any time at Grantor’s cost and expense, provided that such relocation provides Grantee with comparable easement rights and functionality and such relocation terminates the use of the easement in its prior location.

5. Right to Connect/Sufficient Capacity. Grantee hereby agrees to allow Grantor and its successors and assigns the right to connect to the Improvements, as required for the development of Grantor’s Property. Grantee further acknowledges and agrees that the constructed Improvements shall have sufficient capacity for the current and future development of the areas served by the Improvements.

6. Maintenance and Restoration; Crop Damage.

6.1 General Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Improvements and any and all related improvements installed by Grantee, in good order and condition. Grantee shall promptly repair any damage to the Grantor's Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Grantee and/or Grantee's Agents, and shall restore the Grantor's Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor's Property by Grantee and Grantee's Agents. Grantee's restoration responsibilities shall also include, but not be limited to: (i) removal of all improvements, equipment or materials other than the Improvements which it has caused to be placed upon Grantor's Property; (ii) mounding of the same topsoil which was originally removed in the excavation process, in all areas excavated by Grantee such that the mounded areas shall settle to the approximate depth of the surrounding surface after the construction activities; (iii) the filling in and repairing of all other portions of Grantor's Property which are damaged, rutted or otherwise disturbed as a result of Grantee's operations with the same topsoil existing prior to said construction activities as necessary such that all disturbed areas are ready for revegetation; (iv) compacting the soil after it is backfilled to a density acceptable to Grantor; (v) grading the areas in which the soils were removed and relocated; and (vi) leaving Grantor's Property in a condition which is clean, free of debris and hazards which may be caused by Grantee's activities, and subject to neither, environmental hazards, nor liens caused by Grantee's activities.

6.2 Damage Fees. Grantee will reimburse Grantor for any income lost due to crop damage, loss of rental income or other loss or damage that results from Grantee's, or Grantee's Agents': (i) entry onto, presence upon, or work performed on the Grantor's Property; and (ii) failure to comply with any of the terms or conditions of this Agreement.

7. Compliance with Laws. Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

8. Condition of the Easement Area. Grantee accepts the Perpetual Easement Area and the Temporary Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Perpetual Easement Area or the Temporary Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Perpetual Easement Area and the Temporary Easement Area is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Perpetual Easement Area or the Temporary Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority

having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and improvement of the Perpetual Easement Area or the Temporary Easement Area.

9. Insurance. Grantee will ensure that prior to entering onto the Easement Area Grantee's Agents and other such parties who assist with the construction, maintenance or use of the Easement Area are covered under the terms of insurance policies as set forth below, or that each obtain similar policies which, at a minimum, provide Grantor the same protections.

9.1 Liability Insurance Coverage and Limits. Prior to taking possession of the Easement Area, Grantee's Agents agree to obtain and maintain a commercial general liability insurance policy insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00). Grantor must be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent.

9.2 Workers' Compensation Insurance. Grantee's Agents agree to maintain and keep in force, during the term hereof, all applicable Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law.

9.3 Automobile Insurance. Grantee's Agents agree to maintain and keep in force, during the term hereof, Automobile Liability Insurance with a minimum limit of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

9.4 Policy Requirements. Grantee shall have the right to satisfy its insurance obligations hereunder by means of self-insurance to the extent of all or part of the required insurance.

10. Indemnification. Grantee shall indemnify, defend (with counsel reasonably acceptable to Grantor) and hold Grantor and its divisions, subsidiaries, partners and affiliated companies and its and their employees, officers, members, attorneys, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including but not limited to, reasonable attorneys' fees) of any kind or character to any person or property including the property of the Indemnitees, (collectively, the "Claims") arising from or relating to (a) any use of the Grantor's Property by Grantee or Grantee's Agents, (b) any act or omission of Grantee or Grantee's Agents, (c) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's Agents and its or their property on the Grantor's Property, (d) any violation

or alleged violation by Grantee or Grantee's Agents of any law or regulation now or hereafter enacted, (e) the failure of Grantee to maintain the Improvements on the Grantor's Property in a safe condition, (f) any loss or theft whatsoever of any property or anything placed or stored by Grantee or Grantee's Agents on or about the Grantor's Property, (g) any breach by Grantee of its obligations under this Agreement, and (h) any enforcement of Grantor of any provision of this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent any such claim is ultimately established by a court of competent jurisdiction to have been caused by the sole negligence or willful misconduct of the Indemnitees.

11. Liens. Grantee will keep the Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and Grantee will indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor's Property and/or the property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. Any such liens must be released of record within thirty (30) days.

12. Notices. Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the recipient named below, (ii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to Grantor:                   Property Reserve, Inc.  
  Attn: Daniel Wright  
  51 South Main Street, Suite 301  
  Salt Lake City, Utah 84111

If to Grantee:                   Springville City  
  Attn: City Engineer  
  110 South Main Street  
  Springville City, Utah 84663

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

13. Miscellaneous.

13.1. Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the Perpetual Easement shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

13.2. Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party. For purposes of this

Section 13.2, the term “prevailing party” shall, in the case of a claimant, be the party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the party who is successful in denying substantially all of the relief sought by the claimant.

13.3. No Third Party Beneficiaries. In assuming and performing the obligations of this Agreement, Grantor and Grantee are each acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner, agent, or employee of the other. There is no intent by either party to create or establish third party beneficiary status or rights in any third party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and Grantor and Grantee expressly disclaim any such third-party benefit.

13.4. No Public Use/Dedication. The Grantor’s Property is and shall at all times remain the private property of Grantor. The use of the Grantor’s Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor’s Property beyond the express terms and conditions of this Agreement.

13.5. Counterparts. The Parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same Agreement. Further, the Parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

13.6. Entire Agreement and Modification. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. Neither Party has been induced by or relied on any representation or agreement not contained herein. No amendments or additions to this Agreement will be binding, unless in writing and signed by both parties.

13.7. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah.

*[Signatures and acknowledgements to follow]*

Signature Page  
To  
Perpetual Sewer Line and Temporary Construction Easement Agreement

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement on the day and year first above written.

GRANTOR:

PROPERTY RESERVE, INC.,  
a Utah nonprofit corporation

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH            )  
  :SS  
COUNTY OF SALT LAKE )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, known or satisfactorily proved to me to be the \_\_\_\_\_ of PROPERTY RESERVE, INC., a Utah nonprofit corporation, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said corporation.

\_\_\_\_\_  
Notary Public for the  
State of Utah

*[Further signatures and acknowledgements to follow]*

Signature Page  
To  
Perpetual Sewer Line and Temporary Construction Easement Agreement

GRANTEE:

SPRINGVILLE CITY, a municipal corporation  
of the State of Utah

By: \_\_\_\_\_  
Name: Wilford W. Clyde  
Its: Mayor

ATTEST:

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

STATE OF UTAH            )  
                                      :ss  
COUNTY OF UTAH        )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me Wilford W. Clyde and Venla Gubler, who duly acknowledged to me that they are the Mayor and City Recorder of SPRINGVILLE CITY, a municipal corporation of the State of Utah, and that this document was signed by them in behalf of said entity, and Wilford W. Clyde and Venla Gubler acknowledged to me that said entity executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for the  
State of Utah

Exhibit A

(Legal Description of the Perpetual Easement Area)

TRACT 1

A tract of land beginning at a point located North 00°13'37" West along the section line a distance of 116.68 feet and WEST a distance of 262.95 feet from the Southeast Corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian;

thence North 89°56'44" West a distance of 20.00 feet; thence North 00°12'28" West a distance of 464.35 feet; thence North 23°10'14" West a distance of 123.04 feet to the railroad right-of-way; thence North 00°12'28" West a distance of 46.93 feet along said right-of-way; thence South 89°39'43" East a distance of 20.61 feet; thence South 00°12'39" East a distance of 44.12 feet; thence South 23°10'14" East a distance of 121.47 feet; thence South 00°12'28" East a distance of 468.51 feet more or less to the Point of Beginning.

Said described tract contains approximately 12,712 square feet (0.29 acres) and shall be extended or foreshortened to meet Grantor's actual property if different than that above described.

TRACT 2

A tract of land beginning at a point located SOUTH a distance of 570.28 feet and WEST a distance of 260.92 feet from the Northeast Corner of Section 6, Township 8 South, Range 3 East, Salt Lake Base and Meridian;

thence South 00°12'28" East a distance of 1328.84 feet; thence South 89°47'32" West a distance of 20.00 feet; thence North 00°12'28" West a distance of 1328.78 feet; thence North 89°37'32" East a distance of 20.00 feet more or less to the Point of Beginning.

Said described tract contains approximately 26,576 square feet (0.61 acres) and shall be extended or foreshortened to meet Grantor's actual property if different than that above described.



Exhibit B

(Legal Description of the Temporary Easement Area)

TRACT 1

A tract of land beginning at a point located North 00°13'37" West along the section line a distance of 602.60 feet and WEST a distance of 270.18 feet from the Southeast Corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian;

thence North 23°10'14" West a distance of 102.52 feet; thence North 00°12'39" West a distance of 44.12 feet; thence South 89°39'43" East a distance of 40.00 feet; thence South 00°12'28" East a distance of 138.14 feet more or less to the Point of Beginning.

Said described tract contains approximately 3,645 square feet (0.08 acres) and shall be extended or foreshortened to meet Grantor's actual property if different than that above described.

TRACT 2

A tract of land beginning at a point located North 00°13'37" West along the section line a distance of 116.70 feet and WEST a distance of 282.96 feet from the Southeast Corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian;

thence North 89°56'44" West a distance of 48.00 feet to the railroad right-of-way; thence North 00°12'28" West a distance of 577.42 feet along said right-of-way; thence South 23°10'14" East a distance of 123.04 feet; thence South 00°12'28" East a distance of 464.35 feet more or less to the Point of Beginning.

Said described tract contains approximately 25,002 square feet (0.57 acres) and shall be extended or foreshortened to meet Grantor's actual property if different than that above described.

TRACT 3

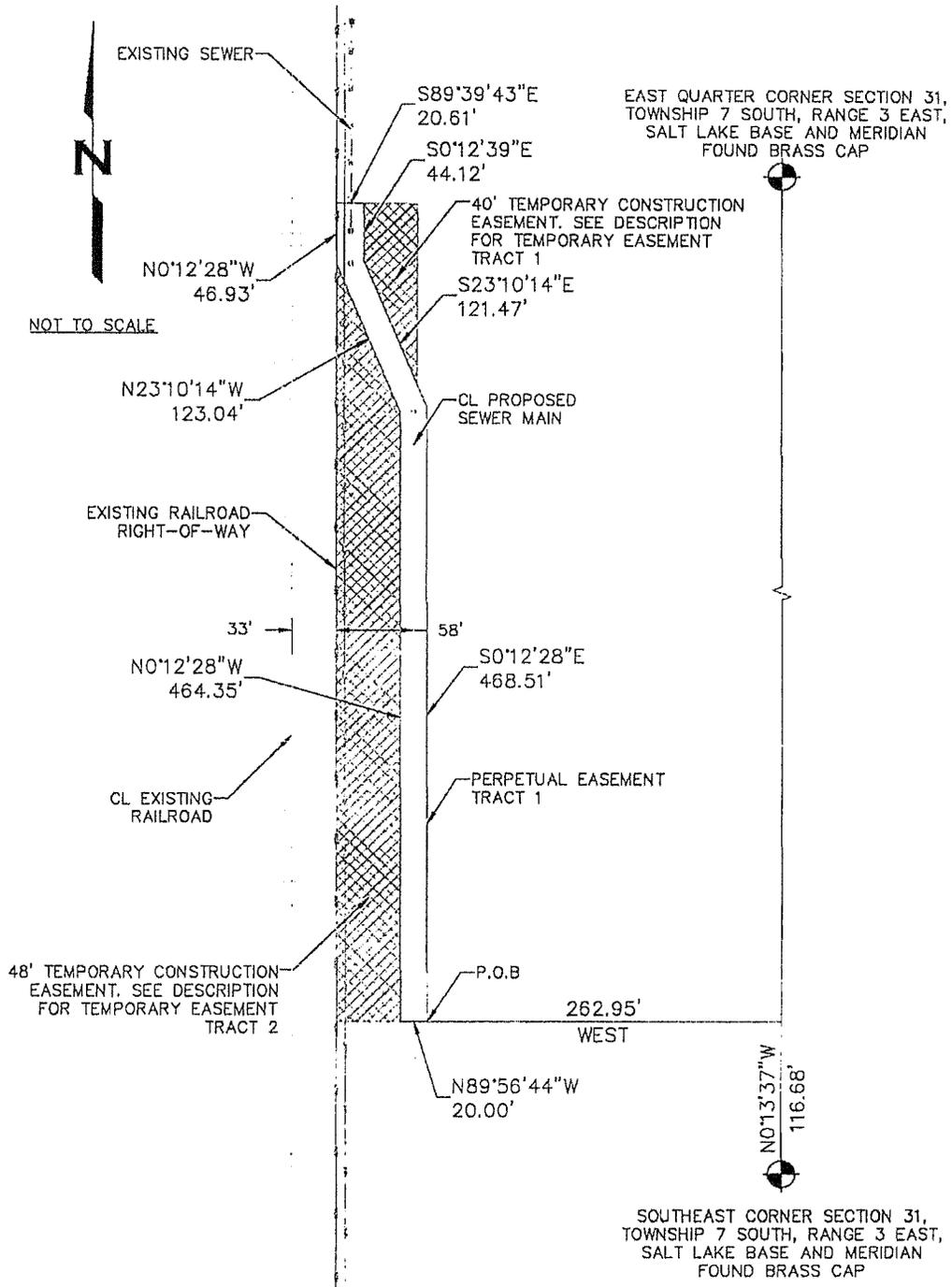
A tract of land beginning at a point located SOUTH a distance of 570.41 feet and WEST a distance of 280.93 feet from the Northeast Corner of Section 6, Township 8 South, Range 3 East, Salt Lake Base and Meridian;

thence South 00°12'28" East a distance of 1328.78 feet; thence South 89°48'31" West a distance of 48.00 feet to the railroad right-of-way; thence North 00°12'28" West a distance of 1328.63 feet; thence North 89°37'31" East a distance of 48.00 feet more or less to the Point of Beginning.

Said described tract contains approximately 63,777 square feet (1.46 acres) and shall be extended or foreshortened to meet Grantor's actual property if different than that above described.

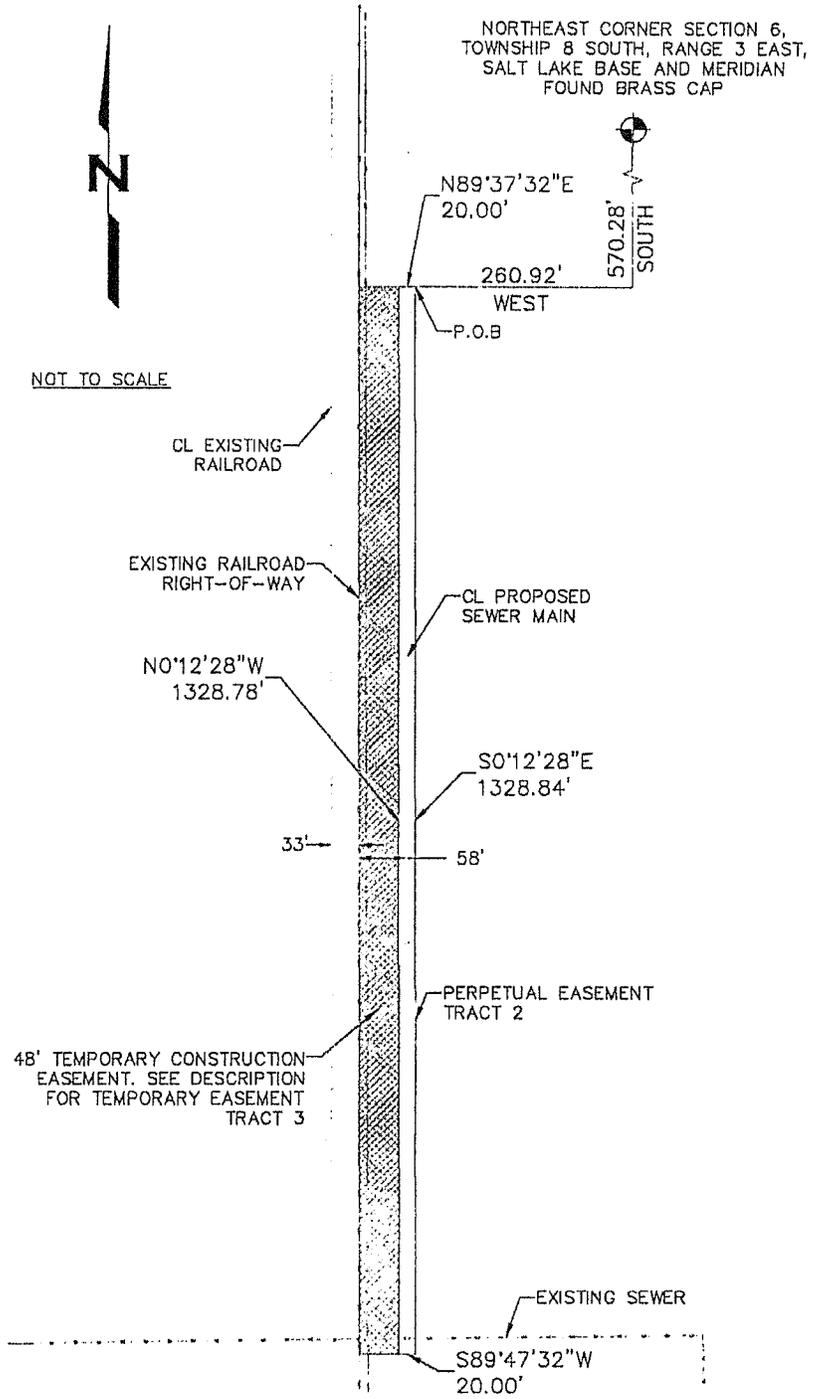
**Exhibit C**

(Depiction of the Perpetual and Temporary Easement Areas)



[Depiction continues on following page]

Exhibit C (continued)



When Recorded, Mail To:  
Springville City  
110 South Main Street  
Springville City, Utah 84663

With a Copy To:  
Corporation of the Presiding Bishop of  
The Church of Jesus Christ of Latter-day Saints  
c/o Property Reserve, Inc.  
51 South Main Street, Suite 301  
Salt Lake City, Utah 84111

Tax Parcel No: \_\_\_\_\_

(space above for recorders use only)

### TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “**Agreement**”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (“**Grantor**”), whose address is c/o Property Reserve, Inc. 51 South Main Street, Suite 301, Salt Lake City, Utah 84111, and SPRINGVILLE CITY, a municipal corporation of the State of Utah (“**Grantee**”), whose address is 110 South Main Street, Springville City, UT 84663. Grantor and Grantee may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**.”

#### RECITALS

A. Grantor is the owner of certain real property (the “**Grantor’s Property**”) situated in the City of Springville, County of Utah, State of Utah.

B. Grantee desires to obtain, for the benefit of Grantee, and for the purposes more particularly described herein a temporary, non-exclusive easement on, over, and across portions of the Grantor’s Property.

C. Grantor is willing to grant the easement to Grantee for such purposes, subject to the terms and conditions set forth herein.

#### TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. In consideration of the covenants and agreements hereinafter set forth, Grantor hereby conveys unto Grantee a temporary, non-exclusive easement (the “**Easement**”) on, over, and across that portion of the Grantor’s Property more particularly described on Exhibit A, and depicted on Exhibit B, both attached hereto and incorporated herein by this reference (the “**Easement Area**”). Should there be any discrepancy between the legal

description and the drawing, the legal description will control. The Easement granted in this Section 1 shall be for the purposes of constructing sewer pipelines, manholes, and other sewer collection and transmission facilities (collectively, the “**Improvements**”). The Easement granted herein will automatically terminate, without the requirement of any action by Grantor, on the earlier of (i) March 31, 2014; or (ii) upon completion of the Improvements. Grantee acknowledges that the Grantor’s Property is actively farmed and the planting season begins on April 1, 2014. Grantee agrees that the Improvements must be completed by March 31, 2014. Grantee shall have no right to access the Easement Area after March 31, 2014.

2. Access. Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, “**Grantee’s Agents**”) shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee shall enter upon the Easement Area at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any and all claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee’s Agents.

3. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee’s permitted use of the Easement Area.

4. Right to Connect/Sufficient Capacity. Grantee hereby agrees to allow Grantor and its successors and assigns the right to connect to the Improvements, as required for the development of Grantor’s Property. Grantee further acknowledges and agrees that the constructed Improvements shall have sufficient capacity for the current and future development of the areas served by the Improvements.

5. Maintenance and Restoration; Crop Damage.

5.1 General Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Improvements and any and all related improvements installed by Grantee, in good order and condition. Grantee shall promptly repair any damage to the Grantor’s Property and Grantor’s improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Grantee and/or Grantee’s Agents, and shall restore the Grantor’s Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor’s Property by Grantee and Grantee’s Agents. Grantee’s restoration responsibilities shall also include, but not be limited to: (i) removal of all improvements, equipment or materials other than the Improvements which it has caused to be placed upon Grantor’s Property; (ii) mounding of the same topsoil which was originally removed in the excavation process, in all areas excavated by Grantee such that the mounded areas shall settle to the approximate depth of the surrounding surface after the construction activities; (iii) the filling in and repairing of all other portions of Grantor’s Property which are damaged, rutted or otherwise disturbed as a result of Grantee’s operations with the same topsoil existing prior to said construction activities as necessary such that all disturbed areas are ready for revegetation; (iv) compacting the soil after it is backfilled to a density acceptable to Grantor; (v) grading the areas in which the soils were removed and relocated; and (vi) leaving Grantor’s Property in a

condition which is clean, free of debris and hazards which may be caused by Grantee's activities, and subject to neither, environmental hazards, nor liens caused by Grantee's activities.

5.2 Damage Fees. Grantee will reimburse Grantor for any income lost due to crop damage, loss of rental income or other loss or damage that results from Grantee's, or Grantee's Agents': (i) entry onto, presence upon, or work performed on the Grantor's Property; and (ii) failure to comply with any of the terms or conditions of this Agreement.

6. Compliance with Laws. Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

7. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement Area is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and improvement of the Easement Area.

8. Insurance. Grantee will ensure that prior to entering onto the Easement Area Grantee's Agents and other such parties who assist with the construction, maintenance or use of the Easement Area are covered under the terms of insurance policies as set forth below, or that each obtain similar policies which, at a minimum, provide Grantor the same protections.

8.1 Liability Insurance Coverage and Limits. Prior to taking possession of the Easement Area, Grantee's Agents agree to obtain and maintain a commercial general liability insurance policy insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00). Grantor must be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent.

8.2 Workers' Compensation Insurance. Grantee's Agents agree to maintain

and keep in force, during the term hereof, all applicable Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law.

8.3 Automobile Insurance. Grantee's Agents agree to maintain and keep in force, during the term hereof, Automobile Liability Insurance with a minimum limit of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

8.4 Policy Requirements. Grantee shall have the right to satisfy its insurance obligations hereunder by means of self-insurance to the extent of all or part of the required insurance.

9. Indemnification. Grantee shall indemnify, defend (with counsel reasonably acceptable to Grantor) and hold Grantor and its divisions, subsidiaries, partners and affiliated companies and its and their employees, officers, members, attorneys, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including but not limited to, reasonable attorneys' fees) of any kind or character to any person or property including the property of the Indemnitees, (collectively, the "Claims") arising from or relating to (a) any use of the Grantor's Property by Grantee or Grantee's Agents, (b) any act or omission of Grantee or Grantee's Agents, (c) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's Agents and its or their property on the Grantor's Property, (d) any violation or alleged violation by Grantee or Grantee's Agents of any law or regulation now or hereafter enacted, (e) the failure of Grantee to maintain the Improvements on the Grantor's Property in a safe condition, (f) any loss or theft whatsoever of any property or anything placed or stored by Grantee or Grantee's Agents on or about the Grantor's Property, (g) any breach by Grantee of its obligations under this Agreement, and (h) any enforcement of Grantor of any provision of this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent any such claim is ultimately established by a court of competent jurisdiction to have been caused by the sole negligence or willful misconduct of the Indemnitees.

10. Liens. Grantee will keep the Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and Grantee will indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor's Property and/or the property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. Any such liens must be released of record within thirty (30) days.

11. Notices. Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the recipient named below, (ii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to Grantor: Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints  
c/o Property Reserve, Inc.  
Attn: Daniel Wright  
51 South Main Street, Suite 301  
Salt Lake City, Utah 84111

If to Grantee: Springville City  
Attn: City Engineer  
110 South Main Street  
Springville City, Utah 84663

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

12. Miscellaneous.

12.1. Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party. For purposes of this Section 12.2, the term "prevailing party" shall, in the case of a claimant, be the party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the party who is successful in denying substantially all of the relief sought by the claimant.

12.2. No Third Party Beneficiaries. In assuming and performing the obligations of this Agreement, Grantor and Grantee are each acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner, agent, or employee of the other. There is no intent by either party to create or establish third party beneficiary status or rights in any third party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and Grantor and Grantee expressly disclaim any such third-party benefit.

12.3. No Public Use/Dedication. The Grantor's Property is and shall at all times remain the private property of Grantor. The use of the Grantor's Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor's Property beyond the express terms and conditions of this Agreement.

12.4. Counterparts. The Parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same Agreement. Further, the Parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original

signatures in order to enforce this Agreement, or for any other purpose.

12.5. Entire Agreement and Modification. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. Neither Party has been induced by or relied on any representation or agreement not contained herein. No amendments or additions to this Agreement will be binding, unless in writing and signed by both parties.

12.6. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah.

*[Signatures and acknowledgements to follow]*

Signature Page  
To  
Temporary Construction Easement Agreement

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement on the day and year first above written.

GRANTOR:

CORPORATION OF THE PRESIDING  
BISHOP OF THE CHURCH OF JESUS  
CHRIST OF LATTER-DAY SAINTS,  
a Utah corporation sole

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Its: Authorized Agent

STATE OF UTAH                    )  
  :ss  
COUNTY OF SALT LAKE    )

On this \_\_\_\_ day of \_\_\_\_\_, 2013 personally appeared before me \_\_\_\_\_, personally known to me to be an Authorized Agent of **CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole**, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for the **CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole**, and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for the  
State of Utah

*[Further signatures and acknowledgements to follow]*

Signature Page  
To  
Temporary Construction Easement Agreement

GRANTEE:

SPRINGVILLE CITY, a municipal corporation  
of the State of Utah

By: \_\_\_\_\_  
Name: Wilford W. Clyde  
Its: Mayor

ATTEST:

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

STATE OF UTAH            )  
                                      :ss  
COUNTY OF UTAH        )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me Wilford W. Clyde and Venla Gubler, who duly acknowledged to me that they are the Mayor and City Recorder of SPRINGVILLE CITY, a municipal corporation of the State of Utah, and that this document was signed by them in behalf of said entity, and Wilford W. Clyde and Venla Gubler acknowledged to me that said entity executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for the  
State of Utah

Exhibit A

(Legal Description of the Easement Area)

A tract of land beginning at a point located South 00°13'37" East along the section line a distance of 1202.65 feet and WEST a distance of 257.19 feet from the East Quarter Corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian;

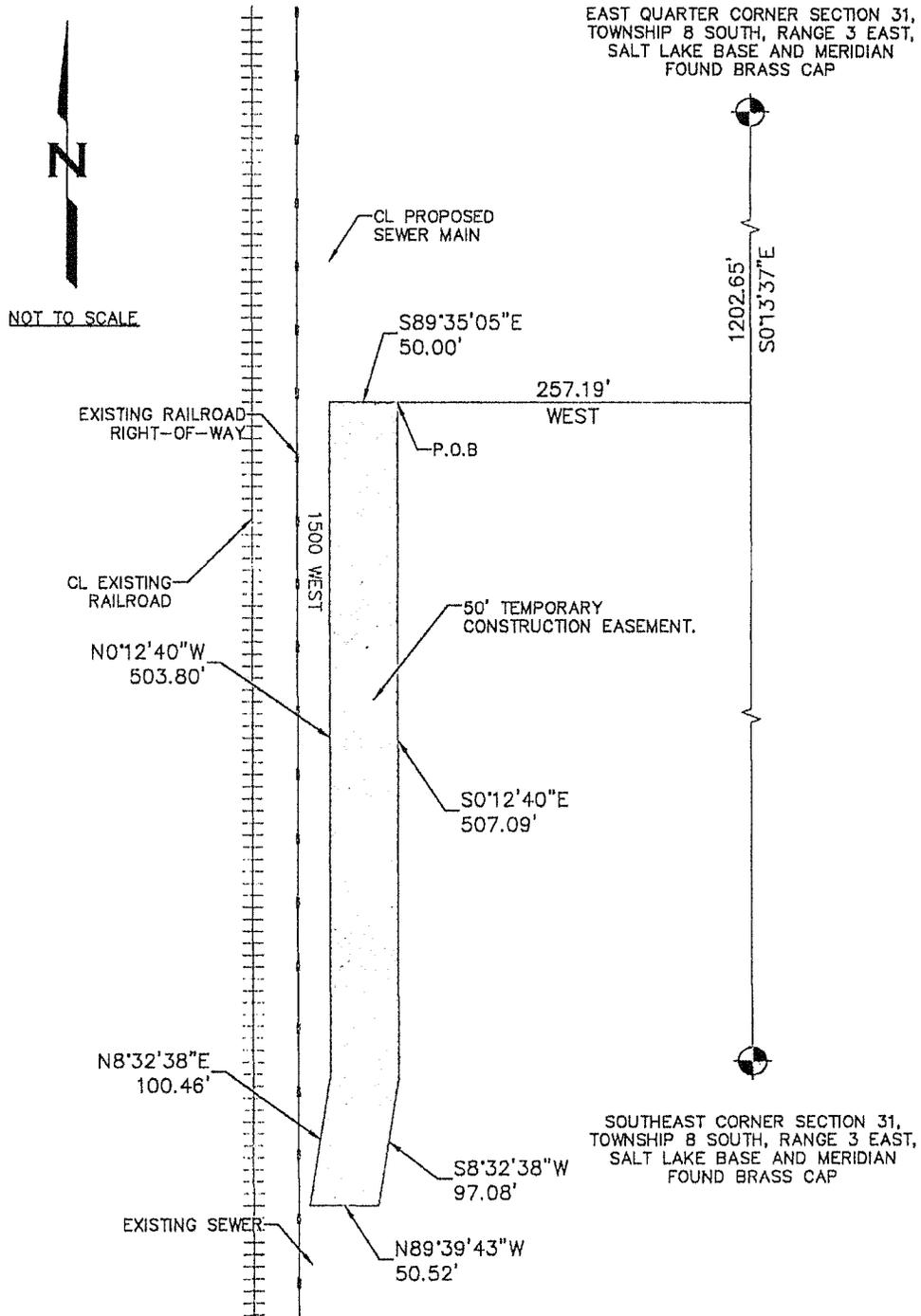
thence South 00°12'40" East a distance of 507.09 feet; thence South 08°32'38" West a distance of 97.08 feet; thence North 89°39'43" West a distance of 50.52 feet; thence North 08°32'38" East a distance of 100.46 feet; thence North 00°12'40" West a distance of 503.80 feet; thence South 89°35'05" East a distance of 50.00 feet more or less to the Point of Beginning.

Said described tract contains approximately 30,211 square feet (0.69 acres) and shall be extended or foreshortened to meet Grantor's actual property if different than that above described.



**Exhibit B**

(Depiction of the Easement Area)



When Recorded, Mail To:  
Springville City  
110 South Main Street  
Springville City, Utah 84663

With a Copy To:  
Suburban Land Reserve, Inc.  
c/o Property Reserve, Inc.  
51 South Main Street, Suite 301  
Salt Lake City, Utah 84111

Tax Parcel No: \_\_\_\_\_

(space above for recorders use only)

**PERPETUAL SEWER LINE AND  
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS PERPETUAL SEWER LINE AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “**Agreement**”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between SUBURBAN LAND RESERVE, INC., a Utah corporation (“**Grantor**”), whose address is c/o Property Reserve, Inc. 51 South Main Street, Suite 301, Salt Lake City, Utah 84111, and SPRINGVILLE CITY, a municipal corporation of the State of Utah (“**Grantee**”), whose address is 110 South Main Street, Springville City, UT 84663. Grantor and Grantee may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

A. Grantor is the owner of certain real property (the “**Grantor’s Property**”) situated in the City of Springville, County of Utah, State of Utah.

B. Grantee desires to obtain, for the benefit of Grantee, and for the purposes more particularly described herein, (i) a perpetual, non-exclusive sewer line easement, and (ii) a temporary, non-exclusive easement, both on, over, and across portions of the Grantor’s property.

C. Grantor is willing to grant the easements to Grantee for such purposes, subject to the terms and conditions set forth herein.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Perpetual Easement. In consideration of the covenants and agreements hereinafter set forth, Grantor hereby conveys unto Grantee a perpetual, non-exclusive easement (the “**Perpetual Easement**”) on, over, and across that portion of the Grantor’s Property more particularly described on Exhibit A, and depicted on Exhibit C, both attached hereto and incorporated herein by this reference (the “**Perpetual Easement Area**”). Should there be any

discrepancy between the legal description and the drawing, the legal description will control. The Perpetual Easement granted in this Section 1 shall be for the purposes of constructing, installing, operating, inspecting, maintaining, repairing, and replacing sewer pipelines, manholes and other sewer collection and transmission facilities (collectively, the “**Improvements**”), and as agreed mutually.

2. Grant of Temporary Construction Easement. In addition to the above mentioned perpetual easement, Grantor also hereby conveys unto Grantee a temporary, non-exclusive easement (the “**Temporary Construction Easement**”) on, over, and across that portion of the Grantor’s Property more particularly described on Exhibit B, and depicted on Exhibit C, both attached hereto and incorporated herein by this reference (the “**Temporary Easement Area**”). Should there be any discrepancy between the legal description and the drawing, the legal description will control. The Temporary Construction Easement granted in this Section 2 shall be for the purposes of accommodating vehicular and pedestrian ingress and egress to and from the Perpetual Easement Area as well as to allow Grantee to survey, construct and move material and objects, equipment, and a working force during the construction of the Improvements. The Temporary Construction Easement granted herein will automatically terminate, without the requirement of any action by Grantor, on the earlier of (i) March 31, 2014; or (ii) upon completion of the Improvements. Grantee acknowledges that the Grantor’s Property is actively farmed and the planting season begins on April 1, 2014. Grantee agrees that construction of the Improvements must be completed by March 31, 2014.

3. Access. Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, “**Grantee’s Agents**”) shall have the right to enter upon the Perpetual Easement Area or the Temporary Easement Area for the purposes permitted by this Agreement. Grantee shall enter upon the Perpetual Easement Area or the Temporary Easement Area at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any and all claims relating to the condition of the Perpetual Easement Area or the Temporary Easement Area and the entry upon the Perpetual Easement Area or the Temporary Easement Area by Grantee and Grantee’s Agents.

4. Reservation by Grantor. Grantor hereby reserves the right to use the Perpetual Easement Area for any use not inconsistent with Grantee’s permitted use of the Perpetual Easement Area. Without limiting the above, Grantor reserves the right to relocate, or require the relocation of the Improvements and the Perpetual Easement Area at any time at Grantor’s cost and expense, provided that such relocation provides Grantee with comparable easement rights and functionality and such relocation terminates the use of the easement in its prior location.

5. Right to Connect/Sufficient Capacity. Grantee hereby agrees to allow Grantor and its successors and assigns the right to connect to the Improvements, as required for the development of Grantor’s Property. Grantee further acknowledges and agrees that the constructed Improvements shall have sufficient capacity for the current and future development of the areas served by the Improvements.

6. Maintenance and Restoration; Crop Damage.

6.1 General Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Improvements and any and all related improvements installed by Grantee, in good order and condition. Grantee shall promptly repair any damage to the Grantor's Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Grantee and/or Grantee's Agents, and shall restore the Grantor's Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor's Property by Grantee and Grantee's Agents. Grantee's restoration responsibilities shall also include, but not be limited to: (i) removal of all improvements, equipment or materials other than the Improvements which it has caused to be placed upon Grantor's Property; (ii) mounding of the same topsoil which was originally removed in the excavation process, in all areas excavated by Grantee such that the mounded areas shall settle to the approximate depth of the surrounding surface after the construction activities; (iii) the filling in and repairing of all other portions of Grantor's Property which are damaged, rutted or otherwise disturbed as a result of Grantee's operations with the same topsoil existing prior to said construction activities as necessary such that all disturbed areas are ready for revegetation; (iv) compacting the soil after it is backfilled to a density acceptable to Grantor; (v) grading the areas in which the soils were removed and relocated; and (vi) leaving Grantor's Property in a condition which is clean, free of debris and hazards which may be caused by Grantee's activities, and subject to neither, environmental hazards, nor liens caused by Grantee's activities.

6.2 Damage Fees. Grantee will reimburse Grantor for any income lost due to crop damage, loss of rental income or other loss or damage that results from Grantee's, or Grantee's Agents': (i) entry onto, presence upon, or work performed on the Grantor's Property; and (ii) failure to comply with any of the terms or conditions of this Agreement.

7. Compliance with Laws. Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

8. Condition of the Easement Area. Grantee accepts the Perpetual Easement Area and the Temporary Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Perpetual Easement Area or the Temporary Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Perpetual Easement Area and the Temporary Easement Area is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Perpetual Easement Area or the Temporary Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority

having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and improvement of the Perpetual Easement Area or the Temporary Easement Area.

9. Insurance. Grantee will ensure that prior to entering onto the Easement Area Grantee's Agents and other such parties who assist with the construction, maintenance or use of the Easement Area are covered under the terms of insurance policies as set forth below, or that each obtain similar policies which, at a minimum, provide Grantor the same protections.

9.1 Liability Insurance Coverage and Limits. Prior to taking possession of the Easement Area, Grantee's Agents agree to obtain and maintain a commercial general liability insurance policy insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00). Grantor must be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent.

9.2 Workers' Compensation Insurance. Grantee's Agents agree to maintain and keep in force, during the term hereof, all applicable Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law.

9.3 Automobile Insurance. Grantee's Agents agree to maintain and keep in force, during the term hereof, Automobile Liability Insurance with a minimum limit of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

9.4 Policy Requirements. Grantee shall have the right to satisfy its insurance obligations hereunder by means of self-insurance to the extent of all or part of the required insurance.

10. Indemnification. Grantee shall indemnify, defend (with counsel reasonably acceptable to Grantor) and hold Grantor and its divisions, subsidiaries, partners and affiliated companies and its and their employees, officers, members, attorneys, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including but not limited to, reasonable attorneys' fees) of any kind or character to any person or property including the property of the Indemnitees, (collectively, the "Claims") arising from or relating to (a) any use of the Grantor's Property by Grantee or Grantee's Agents, (b) any act or omission of Grantee or Grantee's Agents, (c) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's Agents and its or their property on the Grantor's Property, (d) any violation

or alleged violation by Grantee or Grantee's Agents of any law or regulation now or hereafter enacted, (e) the failure of Grantee to maintain the Improvements on the Grantor's Property in a safe condition, (f) any loss or theft whatsoever of any property or anything placed or stored by Grantee or Grantee's Agents on or about the Grantor's Property, (g) any breach by Grantee of its obligations under this Agreement, and (h) any enforcement of Grantor of any provision of this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent any such claim is ultimately established by a court of competent jurisdiction to have been caused by the sole negligence or willful misconduct of the Indemnitees.

11. Liens. Grantee will keep the Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and Grantee will indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor's Property and/or the property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. Any such liens must be released of record within thirty (30) days.

12. Notices. Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the recipient named below, (ii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to Grantor:                Suburban Land Reserve, Inc.  
   Attn: Jace McQuivey  
   c/o Property Reserve, Inc.  
   51 South Main Street, Suite 301  
   Salt Lake City, Utah 84111

If to Grantee:                Springville City  
   Attn: City Engineer  
   110 South Main Street  
   Springville City, Utah 84663

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

13. Miscellaneous.

13.1. Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the Perpetual Easement shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

13.2. Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including

reasonable attorneys' fees, shall be paid by the non-prevailing party. For purposes of this Section 13.2, the term "prevailing party" shall, in the case of a claimant, be the party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the party who is successful in denying substantially all of the relief sought by the claimant.

13.3. No Third Party Beneficiaries. In assuming and performing the obligations of this Agreement, Grantor and Grantee are each acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner, agent, or employee of the other. There is no intent by either party to create or establish third party beneficiary status or rights in any third party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and Grantor and Grantee expressly disclaim any such third-party benefit.

13.4. No Public Use/Dedication. The Grantor's Property is and shall at all times remain the private property of Grantor. The use of the Grantor's Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor's Property beyond the express terms and conditions of this Agreement.

13.5. Counterparts. The Parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same Agreement. Further, the Parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

13.6. Entire Agreement and Modification. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. Neither Party has been induced by or relied on any representation or agreement not contained herein. No amendments or additions to this Agreement will be binding, unless in writing and signed by both parties.

13.7. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah.

*[Signatures and acknowledgements to follow]*

Signature Page  
To  
Perpetual Sewer Line and Temporary Construction Easement Agreement

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement on the day and year first above written.

GRANTOR:

SUBURBAN LAND RESERVE, INC.,  
a Utah corporation

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH            )  
  :SS  
COUNTY OF SALT LAKE )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, known or satisfactorily proved to me to be the \_\_\_\_\_ of SUBURBAN LAND RESERVE, INC., a Utah corporation, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said corporation.

\_\_\_\_\_  
Notary Public for the  
State of Utah

*[Further signatures and acknowledgements to follow]*

Signature Page  
To  
Perpetual Sewer Line and Temporary Construction Easement Agreement

GRANTEE:

SPRINGVILLE CITY, a municipal corporation  
of the State of Utah

By: \_\_\_\_\_  
Name: Wilford W. Clyde  
Its: Mayor

ATTEST:

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

STATE OF UTAH            )  
  :SS  
COUNTY OF UTAH        )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me Wilford W. Clyde and Venla Gubler, who duly acknowledged to me that they are the Mayor and City Recorder of SPRINGVILLE CITY, a municipal corporation of the State of Utah, and that this document was signed by them in behalf of said entity, and Wilford W. Clyde and Venla Gubler acknowledged to me that said entity executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for the  
State of Utah

Exhibit A

(Legal Description of the Perpetual Easement Area)

A tract of land beginning at a point located North 00°13'37" West along the section line a distance of 116.68 feet and WEST a distance of 262.95 feet from the Southeast Corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian;

thence South 00°12'28" East a distance of 686.96 feet; thence South 89°37'32" West a distance of 20.00 feet; thence North 00°12'28" West a distance of 687.11 feet; thence South 89°56'44" East a distance of 20.00 feet more or less to the Point of Beginning.

Said described tract contains approximately 13,741 square feet (0.32 acres) and shall be extended or foreshortened to meet Grantor's actual property if different than that above described.



**Exhibit B**

(Legal Description of the Temporary Easement Area)

A tract of land beginning at a point located North 00°13'37" West along the section line a distance of 116.70 feet and WEST a distance of 282.96 feet from the Southeast Corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian;

thence South 00°12'28" East a distance of 687.11 feet; thence South 89°37'31" West a distance of 48.00 feet to the railroad right-of-way; thence North 00°12'28" West a distance of 687.47 feet along said right-of-way; thence South 89°56'44" East a distance of 48.00 feet more or less to the Point of Beginning.

Said described tract contains approximately 32,990 square feet (0.76 acres) and shall be extended or foreshortened to meet Grantor's actual property if different than that above described.

**Exhibit C**

(Depiction of the Perpetual and Temporary Easement Areas)

