

5:30 P.M. - WORK MEETING - MULTI-PURPOSE ROOM
--

CALL TO ORDER

COUNCIL BUSINESS

1. Calendar
 - Nov 24-25 - Thanksgiving Holiday Observed (City Offices Closed Thursday and Friday)
 - Nov 28 - Work/Study Meeting 4:00 p.m. in the Multi-Purpose Room
 - Dec 06 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
 - Dec 13 - Work/Study Meeting 5:30 p.m.
2. **DISCUSSION ON THIS EVENING'S REGULAR MEETING AGENDA ITEMS**
 - a) Invocation - Councilmember Jensen
 - b) Pledge of Allegiance - Councilmember Sorensen
 - c) Consent Agenda
 1. Approval of the minutes for the November 01, 2022 work study and regular meetings.
 2. Approval of a Resolution and Agreement with Wasatch Evergreens for tree transplanting - Stacey Child, Parks and Recreation Director
3. **DISCUSSIONS/PRESENTATIONS**
 - a) Water Conservation Plan - Brad Stapley, Public Works Director
 - b) Lakeside Landing Project Update - Josh Yost, Community Development

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

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

ADJOURNMENT

7:00 P.M. REGULAR MEETING - CITY COUNCIL ROOM

CALL TO ORDER

INVOCATION

PLEDGE

APPROVAL OF THE MEETING'S AGENDA

MAYOR'S COMMENTS

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

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

1. Approval of the minutes for the November 01, 2022 work study and regular meetings.
2. Approval of a Resolution and Agreement with Wasatch Evergreens for tree transplanting - Stacey Child, Parks and Recreation Director

REGULAR AGENDA

3. Consideration of a Resolution and agreement with Wavetronics - John Penrod, Assistant City Administrator/City Attorney

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

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

ADJOURNMENT

CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE - POSTED 11/09/2022

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

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

s/s - Kim Crane, CMC, City Recorder





MINUTES
Springville City Council Work/Study Meeting - NOVEMBER 01, 2022

MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, NOVEMBER 01, 2022 AT 6:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,
SPRINGVILLE, UTAH.

Presiding and Conducting: Mayor Matt Packard

Elected Officials in Attendance: Liz Crandall
Craig Jensen
Jason Miller
Mike Snelson
Chris Sorensen

City Staff in Attendance: City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane, Administrative Services Director Patrick Monney, Library Director Dan Mickelson, Museum of Art Director Rita Wright, Parks and Recreation Director Stacey Child, Public Safety Director Lance Haight, and Public Works Director Brad Stapley.

CALL TO ORDER - Mayor Packard welcomed everyone and called the Work/Study meeting to order at 5:32 p.m.

COUNCIL BUSINESS

1. Calendar

- Nov 06 - Daylight Savings Ends
- Nov 08 - Work/Study Meeting 5:30 p.m.
- Nov 15 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Nov 24-25 - Thanksgiving Holiday Observed (City Offices Closed Thursday and Friday)

Mayor Packard asked if there were any questions or additions to the calendar. Administrator Fitzgerald asked what dates the council would like to meet regarding 1600 south and the Active Transportation Plan. Council was in agreement to meet on November 28, 2022, at 4:00 p.m. in the civic center multipurpose room.

Mayor Packard reported on the meeting with Councilmember Crandall and Councilmember Sorensen with Representative McKell he said they had a good meeting and covered many subjects including water.

Administrator Fitzgerald said after next Tuesday's meeting at 7:00 p.m. canyon residents would like to meet with one or two council members and staff.

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

- a) Invocation - Councilmember Snelson

b) Pledge of Allegiance - Councilmember Jensen

c) Consent Agenda

1. Approval of the September 20, 2022, regular meeting, the October 11, 2022, Legislative work meeting, and the October 18, 2022 work meeting and regular meeting.

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

DISCUSSIONS/PRESENTATIONS

a) Community Development Update

Director Yost reported the Community Development Department received an award of merit from the Utah State Chapter of the American Planning Association for the Westfields Central project, and an achievement award for the Lakeside Landing project.

Director Yost proceeded with an update on Community Development operations. He reported Business Licensing is averaging six to seven new licenses a week. The Building Division has slowed, the bulk is waiting for an update or is complete and the permits need to be picked up. Revenues have been trending down. In September there was more value in residential and commercial remodels and additions than in new construction. They are anticipating more lots coming online. The Allen's block project is getting closer to submitting an application. The Westfields project is about to close and a submission is likely in January for a spring start. An update on the Reframing Downtown project from 400 North to 800 South they are currently refining draft recommendations, with upcoming meetings planned with stakeholders around the first of the year. Mayor Packard encouraged there to be an excess of communication between the stakeholders and the public.

Councilmember Snelson asked about the response from downtown businesses. Director Yost replied some have cynicism and some are optimistic. He said they would like to see some positive outcomes. Staff is working on having a sustained momentum and Planner Weise said the recent activity at the Farmers Market provided very good feedback from citizens around the city not just located downtown. They had over 1400 responses to the reframing downtown survey. Food and entertainment were the biggest wants in the study, with references to art and character.

Director Yost reported the Active Transportation Plan was moving towards a set of recommendations for approval. The draft plan was started in June of 2022, staff is working towards alignment and adoption in Quarter 1 of 2023.

He went on to report the 1600 south corridor draft plan is moving along with a contemplated draft plan in December 2022 and adoption in Quarter 1 of 2023. He reported on requirements from House Bill 462 regarding the Station Area Plan and reviewed some of the objectives and required elements needed to be done within a half-mile radius of the potential station area. Public Works Director Stapley asked if the 900 south railway crossing could be included. Yost said it could be included as a need to happen.

Director Yost reported on the General Plan and explained the RFP and general scope have been finalized. The Community Board will be the primary steering committee. He said Mayor Packard had requested to start in Quarter 1 of 2023. He reported a letter of intent for the North Main Street Gateway Small Area Plan was submitted for the MAG Technical Assistance to Government Grant and could provide grant funding for the 1400 North to 400 North area.

Director Yost said he wanted to thank Carla Weise for her work on acquiring more resources for the city.

b) Springville High School reconstruction site plan update - Troy Fitzgerald, City Administrator

Administrator Fitzgerald reported on the Springville High School site plan. He explained while the city has participated with Nebo School District in site plan discussions the plan had changed dramatically over the past several months. Councilmember Sorensen observed the tennis court location should be

reconsidered because they are next to a very busy road, and balls will be going out into the road. Administrator Fitzgerald said the first phase would be the football field and gave a projected timeline. The City will pay half of the cost for the connecting road from the high school to 400 South. Also, in the works is a roundabout at 800/900 South and 800 East projected for phase II. Councilmember Jensen asked about the 800 south Highway 89 intersection. Director Stapley explained it was on the UDOT TIP plan.

Administrator Fitzgerald went on to review 620 South Canyon Road and safety improvements. He noted no decision has been made, considering a roundabout or a four-way intersection. Mayor Packard asked to discuss road safety in the area and will the changes help with the risks. Fitzgerald explained the reviews are ongoing and the proposed options should help with safety and slowing traffic.

Councilmember Snelson asked about temporary measures for kids walking to school. He provided some suggestions from the Hobbie Creek Bicycle Association with hand-outs for discussion. He said bulb-outs on Canyon Road would help slow down traffic. A simple low expense way to make a crosswalk safer. It would be prudent to test with haybales and paint before installing. Councilmember Crandall asked about putting these in place around other schools. Councilmember Snelson said for now he would like to concentrate on Canyon Road and go from there. He had talked to residents that have concerns about the school crossings. Mayor Packard suggested having Public Works Director Stapley's group review the suggestions and come back to the council. Councilmember Jensen said we need to look at how it may affect Canyon Road it could make it worse. Director Stapley added his staff has looked at the area prior to a recent major accident. Person-activated lights have been installed at the crossing with highlighted striping. Councilmember Crandall said she had met with neighborhoods in other areas of the city, most times it is the neighbors that know the road and are speeding. She mentioned reaching out to neighbors and the PTA. Councilmember Miller suggested itemizing a list of crosswalks that are not safe and reviewing them. Councilmember Sorensen said snow storms could cause issues. He asked Police Chief Haight about having an all-out blitz on crosswalks. Director Yost added in the Active Transportation Plan there was a study on hot spots that needed action. Mayor Packard asked for staff to come back with suggestions sooner than later.

MAYOR PACKARD, COUNCIL, AND ADMINISTRATIVE REPORTS

Mayor Packard asked for any comments.

CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

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

There was none.

ADJOURN

Motion: Councilmember Crandall moved to adjourn the work/study meeting at 6:48 p.m. **Councilmember Snelson seconded** the motion. **Vote: Voting Aye:** Councilmember Crandall, Councilmember Jensen, Councilmember Miller, Councilmember Snelson, and Councilmember Sorensen. The motion **Passed unanimously, 5-0**

This document constitutes the official minutes for the Springville City Council Work/Study Meeting held on Tuesday, November 01, 2022.

I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true, accurate, and complete record of this meeting held on Tuesday, November 01, 2022.

DATE APPROVED: _____

Kim Crane
City Recorder



MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY, NOVEMBER 01, 2022, AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

Presiding and Conducting: Mayor Matt Packard

Elected Officials in Attendance: Liz Crandall
Craig Jensen
Jason Miller
Mike Snelson
Chris Sorensen

City Staff in Attendance: City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane, Administrative Services Director Patrick Monney, Library Director Dan Mickelson, Museum of Art Director Rita Wright, Parks and Recreation Director Stacey Child, Public Safety Director Lance Haight, and Public Works Director Brad Stapley.

CALL TO ORDER

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

INVOCATION AND PLEDGE

Councilmember Snelson offered the invocation, and Councilmember Jensen led the Pledge of Allegiance.

APPROVAL OF THE MEETING'S AGENDA

Motion: Councilmember Sorensen moved to approve the agenda as written. **Councilmember Snelson seconded** the motion. **Voting Yes:** Councilmember Crandall, Councilmember Jensen, Councilmember Miller, Councilmember Snelson, and Councilmember Sorensen. The motion **Passed unanimously 5-0**

MAYORS COMMENTS

Mayor Packard welcomed the Council, staff, and those in attendance. Mayor Packard announced Museum Director Rita Wright would be retiring at the end of the year. He expressed his appreciation to her for her work over the last ten years with the city and the many opportunities she has brought to the Museum.

PUBLIC COMMENT

Mayor Packard introduced the Public Comment section of the agenda. He asked if there were any written requests to speak submitted. There were none.

CONSENT AGENDA

1. Approval of the minutes for the September 20, 2022, regular meeting, the October 11, 2022, Legislative work meeting, and the October 18, 2022 work meeting and regular meeting.

Motion: Councilmember Snelson moved to approve the consent agenda as written. Councilmember Crandall seconded the motion. Voting Yes: Councilmember Crandall, Councilmember Jensen, Councilmember Miller, Councilmember Snelson, and Councilmember Sorensen. The motion **Passed unanimously 5-0.**

REGULAR AGENDA

2. **Discussion regarding police patrol capacity - Troy Fitzgerald, City Administrator**

Administrator Fitzgerald reported on police patrol capacity. He reviewed the metrics of the police department and a performance-based approach to police staffing and allocation, explaining the officer rate did not equate to the crime rate. Abandoned 911 calls from cell phones have increased over the last ten years, he noted each 911 call hang-up has to be investigated and uses time and resources. The busiest times for patrol are afternoons, and 8:00 p.m. to 10:00 p.m. on Saturdays. The complexity of calls is going up, along with mental health calls. There were over 3675 calls during quarter three of 2022; the average time per call was 43 minutes with an average officer per call of 1.5 officers. The average call time is going up in 2011 calls averaged 31 minutes in 2021 the average call was 38 minutes. While the average number of officers per call is staying the same. Over the summer sergeants were taking on the same case load as patrol, this is taking time away from them in supervisory roles. He reviewed busy times of day and workload with the number of officers on duty. In closing when fully staffed we have about the right number of people on patrol. We will need to continue to add officers as we grow to stay manageable, and rotate/adjust shifts to better catch our shifting workload - this is already underway. We need to get supervisors acting as supervisors more often (currently Sergeants take a similar workload as other officers.) better training, increased safety, and reduced call times.

Councilmember Jensen asked how many officers per thousand. Fitzgerald replied currently they are at one per 1000.

Councilmember Sorensen asked Chief Height about doing a blitz on pedestrian crossings. Chief Height replied they could do more patrols for crossings and speeding. Fitzgerald reported after each regular council meeting there is a review meeting with directors to go over what was discussed in the council meeting and what needs follow-up by staff.

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

Mayor Packard asked if there were any comments. Director Stapley updated the council on a water leak over the weekend that caused a sinkhole. He said crews found a break in a water pipe and did a temporary repair, the soil was washed away and from a review of the sewer lines, an off-set joint was located. It appeared the line was last serviced in the 1980s. They repaired the sewer main, did a break history review, and completed exploratory excavations with a leak survey.

CLOSED SESSION, AND ADJOURNMENT IF NEEDED - TO BE ANNOUNCED IN MOTION

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

Motion: Councilmember Jensen moved to adjourn the regular meeting at 7:34 p.m. and go into a closed session for real property and imminent or pending litigation. Councilmember Miller seconded the motion. Roll Call Vote: Voting Yes: Councilmember Crandall, Councilmember Jensen, Councilmember Miller, Councilmember Snelson, and Councilmember Sorensen. The motion **Passed unanimously 5-0.**



92

94

96

98

This document constitutes the official minutes for the Springville City Council Regular Meeting held on Tuesday, November 01, 2022. I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true, accurate, and complete record of this meeting held on Tuesday, November 01, 2022.

100

DATE APPROVED: _____

Kim Crane
City Recorder

102

104

106



STAFF REPORT

STAFF REPORT

DATE: November 8, 2022

TO: Honorable Mayor and City Council

FROM: Stacey Child, Parks and Recreation Director

SUBJECT: CONSIDERATION TO APPROVE AN AGREEMENT WITH WASATCH EVERGREENS TO TRANSPLANT TREES FROM SPRING ACRES PARK TO CHERRY RIDGE BIKE PARK AND EVERGREEN CEMETERY.

RECOMMENDED MOTION:

Approve the execution of an agreement with Wasatch Evergreens for the transportation of trees from Spring Acres Park to the new Cherry Ridge Bike Park and Evergreen Cemetery.

EXECUTIVE SUMMARY:

There are several fully grown trees located at Spring Acres Park. This agreement would allow Wasatch Evergreens to transplant 19 trees from Spring Acres to the new Cherry Ridge Bike Park and the Evergreen Cemetery. In lieu of paying any amounts to the contractor for this service, the City shall allow the contractor to spade, harvest and keep up to fifty-seven trees from the park.

BACKGROUND

There are several beautiful and full-grown trees located at Spring Acres Park. As planned, the new Springville High School will be located on the Spring Acres Park, which will require the demolition of several of these trees. Instead of demolishing the trees, Springville would like to have several of the trees spaded and transplanted to the new Cherry Ridge Bike Park and Evergreen Cemetery. As compensation for this service Wasatch Evergreens, would be allowed to spade and keep up to fifty-seven trees.

The proposed agreement includes the following:

1. **Responsibility of Service:** During the term of this Agreement, Contractor agrees to use professionally acceptable and established standards and practices used for transplanting fully grown trees to transplant trees from the Spring Acres Park, located at approximately 700 South 1300 East in Springville, Utah, to the locations of City's new bike park and Evergreen Cemetery. The number of trees to be transplanted shall be as follows:
 - Eleven (11) Zelkova trees shall be transplanted to City's Evergreen Cemetery, located at approximately 1997 South 400 East, in Springville, Utah, and
 - Eight (8) Shademaster Locust, Frontier Elm, and Little Leaf Linden trees shall be transported to City's new bike park (currently under construction), located at approximately 1925 East 400 South in Springville, Utah.

The Contractor shall be responsible for any and all costs associated with spading, removing, transporting, replanting and installing the City's Trees from the trees' current locations to the trees' new locations, including, without limitation, all labor, equipment, transportation, and material costs.

All of the City's Trees shall survive the transplanting and thrive in the trees' new locations. In the event that any of the City's Trees do not survive the transplanting and thrive in their new locations, Contractor agrees to provide City with replacement trees.
owing provisions

2. **Contract Price and Payment:** In lieu of paying any amounts of money to the Contractor, the City shall allow the Contractor to spade, harvest and keep up to fifty-seven trees in Spring Acres Park.
3. **Insurance:** Contractor shall provide Contractor's Worker's Compensation Insurance, Comprehensive Auto Liability Insurance and Comprehensive General Liability Insurance. Contractor shall name Springville City as an additional insured.



RESOLUTION #2022-_____

**A RESOLUTION APPROVING AN AGREEMENT WITH WASATCH
EVERGREENS FOR THE TRANSPORTATION OF TREES FROM THE SPRING
ACRES PARK TO THE EVERGREEN CEMETERY AND NEW BIKE PARK.**

WHEREAS, the Spring Acres Park has a large number of fully grown trees within the park; and

WHEREAS, the new Springville High School will be located on the Spring Acres Park, which will require the demolition of the many trees within Spring Acres Park; and

WHEREAS, instead of demolishing all of the trees, Springville would like to have the trees spaded and transplanted to its new bike park and Evergreen Cemetery; and

WHEREAS, the Springville City Council finds that the proposed agreement with Wasatch Evergreens to transplant nineteen (19) trees from the Spring Acres Park to the new bike park and Evergreen Cemetery in exchange for allow Wasatch Evergreens to spade and harvest fifty-seven (57) trees is a fair and equitable agreement and is in the best interests of Springville City.

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

SECTION 1. Agreement Approval. The proposed agreement, substantially in the form attached as Exhibit A, is approved and may be executed for and on behalf of Springville City by the Mayor.

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

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF SPRINGVILLE, UTAH, ON THIS 15th
DAY OF NOVEMBER 2022.**

Matt Packard, Mayor

Attest:

Kim Crane, City Recorder

EXHIBIT A

Wasatch Evergreens Tree Transplanting Agreement

AGREEMENT
(Tree Transplanting)

This Agreement dated effective as of this _____ day of _____, 2022, is between The City of Springville, a Utah Municipal Corporation, ("City"), 110 South Main, Springville, Utah 84663 and Wasatch Evergreens ("Contractor"), 12727 Whisper Brook Bay, Draper, Utah 84020.

AGREEMENT

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

Responsibility of Service: During the term of this Agreement, Contractor agrees to use professionally acceptable and established standards and practices used for transplanting fully grown trees to transplant trees from the Spring Acres Park, located at approximately 700 South 1300 East in Springville, Utah, to the locations of City's new bike park and Evergreen Cemetery. The number of trees to be transplanted shall be as follows:

- Eleven (11) Zelkova trees shall be transplanted to City's Evergreen Cemetery, located at approximately 1997 South 400 East, in Springville, Utah, and
- Eight (8) Shademaster Locust, Frontier Elm, and Little Leaf Linden trees shall be transported to City's new bike park (currently under construction), located at approximately 1925 East 400 South in Springville, Utah.

The above nineteen (19) described trees shall be referred to as the "City's Trees" herein. The Contractor shall be responsible for any and all costs associated with spading, removing, transporting, replanting and installing the City's Trees from the trees' current locations to the trees' new locations, including, without limitation, all labor, equipment, transportation, and material costs. (A description and costs associated with transplanting the City's Trees are attached as Exhibit A.)

All of the City's Trees shall survive the transplanting and thrive in the trees' new locations. In the event that any of the City's Trees do not survive the transplanting and thrive in their new locations, Contractor agrees to provide City with replacement trees.

Contract Price and Payment: In lieu of paying any amounts of money to Contractor, City shall allow Contractor to spade, harvest and keep up to fifty-seven (57) trees in Spring Acres Park. The parties acknowledge and agree that Contractor spading and harvesting 57 trees is just compensation for Contractor's work under this Agreement.

Term of the Contract: Contractor agrees to commence the services required under this Agreement on or before _____, 202__ and the entire services performed must be completed on or before _____, 202__ (the "Term"). In the event the parties mutually decide to extend this Agreement beyond the Term, the parties may negotiate new terms, conditions and provisions to this Agreement.

Default: A default hereunder shall occur if either party shall default in the performance or

observation of any covenant or condition of this Agreement to be performed or observed, or by breach of any duty set forth in this Agreement. If Contractor fails to complete its assigned duties as set forth herein, Contractor shall be in default.

Remedies: In the event of any breach or default of this Agreement by either party hereto, as defined in the section entitled "Default," then this Agreement may be declared terminated by the non-breaching party. This Agreement and the terms and conditions shall then expire upon receipt of the notice of termination by the breaching party. The rights and remedies afforded to the non-breaching party in the foregoing sentence shall not be exclusive, but shall be in addition to all other legal rights and remedies. The exercise of any right or remedy by the non-breaching party shall not be to the exclusion of any other right or remedy.

Termination: This Agreement may be terminated at any time by either party with 60 days prior written notice of termination.

Independent Contractor: Contractor's relationship with City under this Agreement shall be that of an independent contractor. Contractor certifies that he has done work for others in a similar capacity. All training of Contractor's employees, if any, shall be done by Contractor and not by the City. Contractor is exercising its own discretion in the method and manner of performing its duties, and the City will not exercise control over contractor or its employees.

Taxes and Laws: Contractor acknowledges that, as an independent contractor, Contractor is responsible for paying all state and local taxes. Contractor is responsible for workman's compensation and other insurance required by law. Contractor certifies that Contractor has complied with all Federal, State and Local laws regarding business licenses, permits and certificates.

Time is of the Essence: Both parties acknowledge that time is of the essence.

Indemnity: Contractor and its successor and assigns hereby agrees to indemnify, defend (with counsel acceptable to the City) and hold the City, its elected officials, officers, employees and volunteers harmless from any and all liens, encumbrances, costs, demands, claims, judgments, injuries, lawsuits, employee claims and/or damage caused or arising out of (a) the acts and omissions of Contractor and its agents, servants, employees, and/or contractors and (b) any work performed by the Contractor, its agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective after the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination.

Insurance: Contractor shall provide the following minimum insurance coverage or greater if required by law. All such insurance shall be primary to any insurance maintained by City, and Contractor shall name City as additional insured with waiver of subrogation on the liability insurance coverage:

- a. Contractor's Worker's Compensation Insurance shall be written for not less than the statutory limits for the locale of the project, and Contractor's Employer's Liability Insurance shall be written for not less than \$1,000,000.
- b. Contractor's Comprehensive Automobile Liability Insurance shall be written with combined single limits of not less than \$1,000,000 each occurrence.
- c. Contractor's Comprehensive General Liability Insurance with contractual liability coverage on occurrence form with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the

- aggregate. Completed Operations insurance must be kept in effect for 2 years after completion of work.
- d. Contractor shall not commence Work under this Agreement until all of the insurance required herein shall have been obtained by Contractor. Contractor shall furnish to City Certificates of Insurance verifying that such insurance has been obtained. Such certificates will provide that City will receive at least thirty (30) days prior written notice of any material change in, cancellation of, or non-renewal of such insurance.

Miscellaneous:

Attorney's Fees: If any party is required to retain legal counsel in order to enforce this Agreement, with or without the commencement of a formal legal action, such party shall be entitled to recover its attorney's fees and costs from the breaching party or parties. In addition, City shall be entitled to attorney's fees and costs for all expenses arising out of a default by Contractor.

Change Orders: The parties may agree to change the scope of the work contained in the project. Change Orders must be in writing and signed by both parties. Change Orders must contain the change agreed upon and a specific cost or credit associated with the change in work.

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

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

Modifications: This Agreement shall not be amended or modified except by written document signed by the party to be charged with such amendment or modification.

Notices: Any notice, demand, request, consent, approval or other communication (collectively, the "Notices") required or permitted to be given by any provision of this Agreement shall be in writing and sent by hand-delivery, by special courier (for example Federal Express), by United States Certified Mail (return receipt requested, postage prepaid), or if the parties agree, by email. Notice pursuant to this Agreement shall be deemed given pursuant to the following rules: if hand delivered, at the time of delivery; if sent by special courier, on the third (3rd) day after deliver to the courier; and if mailed, on the later of the date of receipt or the third day after deposit thereof in the United States Mails.

Assignment: Contractor may not assign this Agreement without the written consent of City.

No Waiver: No failure to exercise, delay in exercising or single or partial exercise of any right, power or remedy by any party hereto shall constitute a waiver thereof or shall preclude any other or further exercise of the same or any other right, power or remedy.

Section Headings: The headings and captions contained in this Agreement are for convenience only and shall not be considered in interpreting the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, to be effective for all purposes as of the date first written above.

CITY OF SPRINGVILLE

By: _____
MAYOR MATT PACKARD

Attest:

KIM CRANE, CITY RECORDER

WASATCH EVERGREENS

By: _____
Title: _____

Exhibit A
(Scope of Services)

Responsibilities and Duties:



STAFF REPORT

DATE: November 8, 2022

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF A RESOLUTION THAT APPROVES AN AGREEMENT FOR THE WAVETRONIX SITE PLAN IMPROVEMENTS, INCLUDING 1950 WEST STREET IMPROVEMENTS.

RECOMMENDED MOTION

Motion to approve a Resolution that approves an agreement with Wavetronix that addresses the timing and installation of site plan improvements and occupancy for the Wavetronix's main building within its campus.

SUMMARY OF ISSUES/FOCUS OF ACTION

Wavetronix is far along in constructing its Springville campus, at the approximate location of 550 North and 1750 West. Wavetronix has received site plan approval for Phase 1 of the development and has completed construction on its manufacturing building and is almost finished constructing its main office building.

One of the conditions of site plan approval is that Wavetronix is required to install the 1950 West Street improvements or enter into an agreement to install the improvements at a later date. One of the reasons staff has considered recommending that the 1950 West Street Improvements be installed at a later date is because the 1950 West Street improvements would not connect to another street at this time, and Wavetronix is working towards installing a pioneering road that will provide street access from 1750 West north of Hobble Creek to the south end of the Wavetronix property.

The pioneering road has not yet been completed. The engineering department does not want 1950 West to be installed until the pioneering road is installed because no cars will drive on 1950 West, which will more than likely lead to 1950 West failing.

BACKGROUND

Wavetronix and the City entered into two prior improvement agreement. The proposed second agreement addresses the following:

1. Certificate of Occupancy. It allows for certificate of occupancy for Wavetronix main office building; building as long as all life safety issues are addressed; Wavetronix provides an improvement completion assurance to cover any outstanding public improvements, and all building code requirements for the manufacturing building have been met.
2. 1950 West Improvements. Wavetronix shall not receive a certificate of occupancy for any additional building until the sooner of:
 - a. Wavetronix files another development application to further develop its campus;
 - b. A pioneering road is installed so that 1950 West will be frequently driven on; or
 - c. Five years.

The resolution and agreement will be provided to the City Council prior to Tuesday's meeting.

FISCAL IMPACT

None

