



**WORK/STUDY AGENDA
SPRINGVILLE CITY COUNCIL MEETING
AUGUST 07, 2018 AT 5:30 P.M.
City Council Chambers
110 South Main Street
Springville, Utah 84663**

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

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

CALL TO ORDER- 5:30 P.M.

COUNCIL BUSINESS

1. Calendar

- Aug 03 - Public Safety Fair 3:00 - 7:00 p.m.
- Aug 07 - Work/Study Meeting 5:30 p.m., City Council meeting 7:00 p.m.
- Aug 14 - Work/Study Meeting 5:30 p.m.
- Aug 21 - Work/Study Meeting 5:30 p.m., City Council meeting 7:00 p.m.
- Sept 08 - Springville Public Safety City-Wide Disaster Drill 7:30 a.m.

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

- a) Invocation - Councilmember Nelson
- b) Pledge of Allegiance - Councilmember Snelson
- c) Consent Agenda
 2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
 3. Approval of the minutes for the regular council meetings held on April 17 and 20, 2018 and July 10, 2018.
 4. Approval of the appointments of Luis Muzquiz, Melanie Bott, Glen Evans, Robert Anderson, Eric Riddle, Shannon Kaliker, Larry Lamb and re-appointments of Shirlene Jordan and Rick Salisbury to the Economic Advisory Commission - Rod Oldroyd, Operations Manager
 5. Approval American Pavement Preservation LLC as the low bidder for the Micro Surfacing Type II 2018 Project for various Springville City roads in the amount of \$373,865.44 - Jason Riding, Streets Superintendent

3. DISCUSSIONS/PRESENTATIONS

- a) Regional Wastewater Plant Study Discussion - Brad Stapley, Public Works Director
- b) Discussion regarding Design Standards for Multi-Family Housing - Glen Goins, Community Development Director
- c) Small Cell Towers - John Penrod, Assistant City Administrator/City Attorney

4. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

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

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

6. ADJOURNMENT

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

This meeting was noticed in compliance with Utah Code 52-4-202 on August 03, 2018. Agendas and minutes are accessible through the Springville City website at www.springville.org/agendasminutes. Council Meeting agendas are available through the Utah Public Meeting Notice website at <http://www.utah.gov/pmn/index.html>. Email subscriptions to Utah Public Meeting Notices are available through their website.

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

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 Rayburn, CMC, City Recorder





CALL TO ORDER

INVOCATION AND PLEDGE

APPROVAL OF THE MEETING'S AGENDA

MAYOR'S COMMENTS

CEREMONIAL

1. Presentation to Adrienne Ottley for service to the Springville Library Board

PUBLIC COMMENT

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

CONSENT AGENDA

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

2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
3. Approval of the minutes for the regular council meetings held on April 17 and 20, 2018 and July 10, 2018.
4. Approval of the appointments of Luis Muzquiz, Melanie Bott, Glen Evans, Robert Anderson, Eric Riddle, Shannon Kaliker, Larry Lamb and re-appointments of Shirlene Jordan and Rick Salisbury to the Economic Advisory Commission - Rod Oldroyd, Operations Manager
5. Approval American Pavement Preservation LLC as the low bidder for the Micro Surfacing Type II 2018 Project for various Springville City roads in the amount of \$373,865.44 - Jason Riding, Streets Superintendent

PUBLIC HEARING

6. Public Hearing for consideration of a boundary line adjustment between Spanish Fork City and Springville City for property located at on south end of SR 51 - John Penrod, Assistant City Administrator/City Attorney
(Continued from July 17, 2018)
7. Public Hearing for consideration of Springville City divesting itself of approximately 300 acres of real property located in Spanish Fork known as the Spanish Fork/Springville Airport - John Penrod, Assistant City Administrator/City Attorney

REGULAR AGENDA

8. Consideration of a Resolution approving documents to transfer the Spanish Fork-Springville Airport to Spanish Fork - John Penrod, Assistant City Administrator/City Attorney
9. Consideration of an Ordinance amending Title 11, Chapter 4 Design Standards for Multi-Family Housing in the Springville Municipal Code - Glen Goins, Community Development Director

10. Consideration of a Resolution approving the settlement agreements regarding the General Water Adjudication for the Hobble Creek Area - John Penrod, Assistant City Administrator/City Attorney

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

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

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s/s - Kim Rayburn, CMC, City Recorder





MINUTES
Springville City Council Regular Meeting – APRIL 17, 2018

MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, APRIL 17, 2018 AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,
SPRINGVILLE, UTAH.

Mayor Richard J. Child presided. In addition to Mayor Child, the following were present:
Councilmember Christopher Creer, Councilmember Craig Jensen, Councilmember Jason Miller,
Councilmember Brett Nelson, Councilmember Michael Snelson, City Administrator Troy Fitzgerald,
Assistant City Administrator/City Attorney John Penrod, and City Recorder Kim Rayburn.

Also present were: Public Safety Director Scott Finlayson, Power Director Leon Fredrickson,
Recreation Director Corey Merideth, Public Works Director Brad Stapley, Building and Grounds
Director Brad Neel, Community Development Director Glen Goins, Library Director Dan Mickelson,
and Museum of Art Director Rita Wright.

CALL TO ORDER

Mayor Richard J. Child welcomed everyone and called the meeting to order at 7:02 p.m.

INVOCATION AND PLEDGE

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

APPROVAL OF THE MEETING'S AGENDA

COUNCILMEMBER NELSON MOVED TO APPROVE THE MEETING'S AGENDA AS
WRITTEN. COUNCILMEMBER SNELSON SECONDED THE MOTION, AND ALL VOTED AYE.

MAYOR'S COMMENTS

Mayor Richard J. Child welcomed the Council, staff and audience. He asked for any scouts or
students on assignment to please stand and be recognized.

PUBLIC COMMENT

Mayor Richard J. Child introduced the Public Comment section of the agenda. He asked if there
were any requests.

Ryan Schramm, Mapleton resident owns property in Springville. He is a landscape contractor,
and has completed several projects in Springville. He expressed issues with a city ordinance and
discussed them with Building and Grounds Director Neel. He was told a discussion would be had on
May 1, 2018 and he would like to be involved. He stated the problem was as a private property owner is
not able to obtain the specific plants required by the city.

Councilmember Snelson asked about the ordinance and what Schramm's relationship was to the
trees and plantings. Mr. Schramm explained he was unable to get the specific tree required by the city.
He had superior plants, and was told to change out the plants, and occupancy was also held up. He has

42 other properties in the similar situation and would like voice of the landscapers heard. He said he would
buy them from City if they could find them. The City was unable to find them. He was required to put in
44 an inferior plant. Mayor Child stated he understood there have been issues in the past and will review it.
Mr. Schramm commented he was not wanting to change it entirely and would like some considerations,
46 he asked where to go from here. Attorney Penrod expressed staff would look into issue. Director Neel
stated he would have information for the work session on May 01, 2018 and Mr. Schramm was invited
to attend.

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CONSENT AGENDA

- 50 1. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
- 52 2. Approval of the minutes for the Work/Study meetings held on January 16, February 06, February
20, March 06, and March 13, 2018
- 54 3. Approval of the Mayor's re-appointment of Chantel Daines to the Library Board
- 56 4. Approval of the Mayor's re-appointment of Bill Charles and Dan Evans to the Hardship
Committee
- 58 5. Approval of the Mayor's appointments of Deborah Hall and Grant Sumsion to the Parks and
Recreation Board
- 60 6. Approval of the amendment to the Springville Fire and Service Contract with Utah County –
Scott Finlayson, Public Safety Director

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62 COUNCILMEMBER JENSEN MOVED TO APPROVE THE CONSENT AGENDA AS
WRITTEN.

64 COUNCILMEMBER SNELSON SECONDED THE MOTION, ALL VOTED AYE.

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REGULAR AGENDA

- 66 7. **Consideration of the approval of a Resolution regarding Street Banners** – Bradley Neel,
Building and Grounds Director

68 Director Neel provided information regarding banners over Main Street. Staff recommended a
resolution to end civic and non-profit organization use of the Main Street banners. The resolution would
70 allow Springville City to install banners for City purposes or City events. The little revenue generated
by the street banner fees, along with the amount of time it takes for two City employees to install and
72 remove a banner the City has initiated the change. He stated the total cost to the City for a banner is
approximately \$6000 while revenue received is approximately \$300. Another option would be to keep
74 as is and increase the fee schedule.

76 Councilmember Miller expressed a bigger concern was lines breaking and damaging cars and the
cost to the City for damages.

78 Councilmember Snelson asked about the freedom of speech issue. Administrator Fitzgerald
replied based upon UDOT restrictions, it could be regulated. However, regulating what is on the sign
could affect free speech.

80 Attorney Penrod stated when opening a forum it needs to be content neutral. UDOT is the
property owner; they have given stipulations for banners. If anything comes about it would be the City's
82 responsibility.

84 Councilmember Nelson asked about the Chamber of Commerce. They have purchased a banner
for this year stating "shop local" they are not a city organization, however they are trying to promote

Springville, therefore, violating the proposed resolution. Attorney Penrod provided a brief review of the UDOT policy, outdoor advertising is not allowed it must be civic in nature, private enterprise banners are not allowed.

Councilmember Snelson asked about the local Musettes and if it could be addressed in the resolution. Attorney Penrod commented they are civic and general in nature and is a non-profit group that sings in different areas of community.

Councilmember Nelson asked if any exceptions could be made. Attorney Penrod explained it should be stated in the resolution. If the Chamber is promoting a city event it may be acceptable, other shopping would be questionable.

Attorney Penrod stated with banners there is a risk of perceived advertising. Surrounding Cities have taken approaches for city events only and some do not allow them.

Mayor Child allowed for public comment.

Kathy Llewellyn, Springville resident, she was representing the Musettes and the Springville Playhouse. She expressed people who come to watch the Musettes they watch for the banners. Both groups were organized in approximately 1947. They are all volunteer hours to put on the production for city residents. It is only a Springville event and contributes to their success and serving the community.

Tina Yeagley, Springville resident, expressed the Musettes are a service organization and want to provide cultural enrichment to the city. They perform two free concerts per year; the banners provide information to residents.

Jackie Snelson, resident, stated she works in an industry where you get a loan by how much advertising is done. Both groups need a way to advertise, there is not a city newspaper to provide advertising. The locations they perform at are donated and provide entertainment and arts to the community.

Mayor Child expressed his wife was in the Musettes for many years, times have changed. He happened to be driving down Main Street and a rope broke on a banner, a citizen was out trying to grab the rope. He was concerned they were going to be hurt. The liability is there; possibly require a bond from those wanting to have banners, however, most could not afford the cost. He expressed his love for the organizations and what they have done for the community, unfortunately it opens it up to all and the liability.

Councilmember Miller asked for more information on regarding the resolution. Director Neel reviewed the resolution with the Council.

Councilmember Snelson stated he would like to address the liability. If we allow Springville City to use banners the City has a liability as well and would the city be liable for other entities, seems the liability issue is a non-issue. Attorney Penrod stated there can be a liability with free speech.

Jerison Kilgroe, Springville resident, expressed he understood the liability he also uses the banners to be informed about events. He suggested using the light poles with side banners.

Attorney Penrod stated he would come back with more information.

COUNCILMEMBER JENSEN MOVED TO APPROVE **RESOLUTION #2018-08** ESTABLISHING RULES FOR MAIN STREET BANNERS.

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

COUNCILMEMBER CREER ABSENT

130 COUNCILMEMBER JENSEN AYE
COUNCILMEMBER MILLER AYE
COUNCILMEMBER NELSON AYE
132 COUNCILMEMBER SNELSON AYE

RESOLUTION #2018-08 APPROVED

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MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

136 Mayor Richard J. Child asked for any other comments. There was none.

138 **8. CLOSED SESSION**

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

There was none.

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ADJOURNMENT

146 COUNCILMEMBER SNELSON MOVED TO ADJOURN THE WORK/STUDY MEETING
OF THE SPRINGVILLE CITY COUNCIL AT 7:47 P.M.

148 COUNCILMEMBER JENSEN SECONDED THE MOTION, ALL VOTED AYE.

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152 *This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday,*
April 17, 2018.

154 *I, Kim Rayburn, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville*
156 *City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and*
complete record of this meeting held on Tuesday, April 17, 2018.

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Kim Rayburn, CMC
City Recorder

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MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
FRIDAY, APRIL 20, 2018, AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN
STREET, SPRINGVILLE, UTAH.

Mayor Richard J. Child presided. In addition to Mayor Child, the following were present:
Councilmember Christopher Creer, Councilmember Michael Snelson, City Administrator Troy
Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Building and Grounds Director
Bradley Neel and City Recorder Kim Rayburn.

The following participated electronically over the telephone: Councilmember Craig Jensen,
Councilmember Jason Miller, Councilmember Brett Nelson,

CALL TO ORDER

Mayor Child welcomed everyone and called the meeting to order at 2:00 p.m.

REGULAR AGENDA

**1. Consideration of the approval of amending Resolution #2018-08 regarding Street Banners
– Bradley Neel, Building and Grounds Director**

Mayor Child explained the he called the meeting and Councilmember Snelson and
Councilmember Nelson agreed to the meeting.

Administrator Fitzgerald explained staff will accept banner applications and fly banners until
June 1, 2018. After that date the Resolution passed will go into effect.

Councilmember Jensen asked if information would be sent out to those that have used banners in
the past. Administrator Fitzgerald agreed staff will contact them and make them aware of the new
policy.

Councilmember Snelson asked for the meeting because he felt it was the right thing to do and not
because of his wife and or the Musettes.

COUNCILMEMBER SNELSON MOVED TO APPROVE **RESOLUTION #2018-09,**
AMENDING RULES FOR MAIN STREET BANNERS EFFECTIVE JUNE 01, 2018.

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

COUNCILMEMBER CREER	AYE
COUNCILMEMBER JENSEN	AYE
COUNCILMEMBER MILLER	AYE
COUNCILMEMBER NELSON	AYE
COUNCILMEMBER SNELSON	AYE

RESOLUTION #2018-09 APPROVED

CLOSED SESSION

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

46 There was no closed session.

48 **ADJOURNMENT**

COUNCILMEMBER CREER MOVED TO ADJOURN THE CITY COUNCIL MEETING AT
50 2:05 P.M.

COUNCILMEMBER SNELSON SECONDED THE MOTION, AND ALL VOTED AYE.

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56 *This document constitutes the official minutes for the Springville City Council Regular meeting held on Friday, April*
20, 2018.

58 *I, Kim Rayburn, 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 and accurate, and
60 *complete record of this meeting held on Friday, April 20, 2018*

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Kim Rayburn, CMC
City Recorder

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Minutes of the Work/Study Meeting of the Springville City Council held on July 10, 2018 AT 5:30 P.M. in the Multipurpose Room at the Civic Center, 110 South Main Street, Springville, Utah. Adequate notice of this meeting, as required by law, was posted in the Civic Center, on the City's website, on the State of Utah Public Notice Website, and delivered to members of the Council, media, and interested citizens.

Mayor Richard J. Child presided. In addition to Mayor Child, the following were present: Councilmember Craig Jensen, Councilmember Jason Miller, Councilmember Brett Nelson, Councilmember Mike Snelson, City Administrator Troy Fitzgerald, Assistant City Administrator/Legal Director John Penrod, Deputy City Recorder Jennifer Grigg and City Recorder Kim Rayburn.

Also present were: Administrative Services Manager Rod Oldroyd, Public Safety Director Scott Finlayson, Community Development Director Glen Goins, Public Works Director Brad Stapley, Golf Pro Craig Norman, Museum of Art Director Dr. Rita Wright, Library Director Dan Mickelson, Recreation Director Corey Merideth, Streets Superintendent Jason Riding, Buildings and Grounds Director Brad Neel and Power Distribution Superintendent Brandon Graham.

Excused: Councilmember Christopher Creer, Assistant City Administrator/Finance Director Bruce Riddle, Power Director Leon Fredrickson

CALL TO ORDER- 5:30 P.M.

COUNCIL BUSINESS

1. Calendar

- Jul 17 - Work/Study Meeting 5:30 p.m., City Council Meeting 7:00 p.m.
- Jul 24 - Observance of Utah Pioneer Day (City Offices Closed)
- Jul 30-Aug 4 - World Folkfest Celebration, Street dance July 30, 8:00 p.m.
- Aug 2 - Springville/Mapleton Chamber of Commerce BBQ, Jolley's Ranch, 6:00 p.m.
- Aug 7 - Work/Study Meeting 5:30 p.m., City Council Meeting 7:00 p.m.

Mayor Child added the Mayor's reception 6:30 p.m. at the Museum on July 30. Councilmember Snelson added the Chamber BBQ is for families. Mayor Child noted there are five Tuesdays this month.

2. DISCUSSION/PRESENTATIONS

- a) Utah Reclamation, Mitigation and Conservation Commission; Update of Hobbie Creek Restoration - Brad Neel, Building and Grounds Director

42 Director Neel introduced a project for a fishery, walking paths and the rerouting of
Hobble Creek at the Community Park. This phase of the project completed ten acres of
the renovation with 40 acres remaining. He turned the time over to Mr. Mills.

44 June Sucker Recovery Implementation Program Director, Mike Mills of the
Central Utah Water Conservancy District (CUWCD) introduced himself, Russ Findlay
46 from the Department of Interior and Mark Holden from the Utah Reclamation Mitigation
and Conservation Commission as representing the three agencies participating in this
48 project. Melissa Stamp from the Utah Reclamation Mitigation and Conservation
Commission created the graphics for the presentation. Mr. Mills said interest in Hobble
50 Creek started in 2006 because of the need for a spawning run outside of the Provo
River to get the June Sucker off of the endangered species list. This project also adds
52 much needed water to the stream to reestablish the connection to Utah Lake. In 2008,
on the west side of I-15, the team completed a phase of the project, rerouting the river
54 and restoring the connection to Utah Lake. In 2013, the team built the valve station on
400 East to supplement water flows from May to September to establish a continuous
56 connection from Hobble Creek to the Provo Bay area of Utah Lake. The most recent
project is near 950 West and Community Park.

58 Mr. Mills continued by saying that pre-project, trees hid Hobble Creek from view
and it was not much of a community asset. The narrow channel, steep banks, minimal
60 flood plain and lack of pools created poor habitat diversity. The creek was 120 feet wide
with steep berms on both sides and the channel was too narrow to accommodate a
62 habitat or nursery for baby fish. The project reintroduced the meanders and active flood
plain with seven acres of protected conservation easements as part of the Community
64 Park. Construction started in August of 2016. It was a half mile of stream and took four
months with heavy machinery to reroute the creek. Staff removed evasive tree species
66 like Siberian Elm and left native species like Box Elder and Cottonwood. Revegetation
included drill seeding, hydro mulch, plantings, and natural recruitment.

68 Today, a natural regrowth of Cottonwoods are maturing. Post project, the channel
is wider with a connected floodplain. High flows of 700 CFS (cubic feet per second)
70 occurred that first spring and the area handled the flows. Hobble Creek, in Community
Park, now has gradual banks, a welcoming atmosphere for people, habitat diversity as
72 well as resting and spawning areas for the June Sucker. As part of the project, leaves
the City a surface for trails on top of the berms.

74 Mr. Mills continued by addressing long-term management. Springville City owns
the entire project. The Utah Reclamation Mitigation and Conservation Commission own
76 the conservation easements. The Commission agreed to do vegetation work, clean up
trash and weeds for three years. The Commission reached out to the neighborhood and
78 organized two clean up events where residents picked up trash, spread seed and pull
weeds. From the high school, the Future Farmers of America (FFA) scheduled a service
80 project in two weeks and another neighborhood clean-up event is on August 18th.

82 Mr. Mills said at the last clean-up event, residents met at Community Park around
9 am and found fly fisherman casting for brown trout. Mr. Findlay from the Department of
84 Interior walks the area often. Last winter someone in an ATV smashed the irrigation
pipes and a motorcycle frequently tears up the berms. Fishermen are driving in from the
86 north so vehicle access is an issue. The Commission is considering installing an
interpretive display or kiosk. He is asking the City to market this area as an asset by
88 communicating to the residents. He asked that the City add bullet points for fishing and
access to Hobble Creek on the Community Park page of the City website.
90 Councilmember Miller asked about the land arrangement. Attorney Penrod answered
that the City owned the land on the north side of the creek as part of the Community
92 Park. The Commission purchased five acres on the south in exchange for conservation
easements to the commission guaranteeing that the land will remain in its natural state.
94 1200 West will cross near the power lines and the City will work with the Commission to
get the appropriate bridge installed. The entire reclamation project cost over \$1 million
dollars. The Commission left a trail on top of the berms on both sides of the creek that
96 the City can pave in the future. Councilmember Jensen asked about additional phases.
Mr. Mills stated the Commission is very interested in continuing the project. They
98 acquired seven acres and are meeting with Wavetronics. Councilmember Jensen asked
about the other side of the freeway. Mr. Mills stated that was the first project.

100 Councilmember Nelson asked about the perpetuity of the Strawberry water. Mr.
Mills answered the Commission has acquired up to 8500-acre feet of water in perpetuity
102 for the project. Naturally, Hobble Creek runs at about 75-100 CFS in the spring. The
critical period is now to September 15. The Strawberry water will keep it running through
104 the dry period. Currently the Strawberry water enters Hobble Creek at the 400 East
Valve station. In the long-term releases will be farther upstream, around 2000 East.
106 Director Stapley asked about conservation easements. He continued by saying the City
has acquired funding to extend 1200 West across Hobble Creek at Community Park and
108 he asked about the Commission helping to fund the installation of the right kind of
bridge to cross that habitat. Mr. Mills stated the easements allow for the road to cross
110 straight across the creek. Councilmember Jensen asked how wide the road will be. Mr.
Mills is meeting with City Engineer Jeff Anderson. Mayor Child asked about the June
112 Suckers. Mr. Mills answered that this year is the best year for June Suckers in Hobble
Creek. In 1998, there were less than 500 adults in existence. There are over 200
114 yearlings this year in Hobble Creek. Before the project, none of the larvae survives to be
adults. He concluded his presentation by stating upgrading the June Sucker to
116 *threatened* instead of *endangered* or completely off the endangered species list was on
track.

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120 ~~b) Public Safety Traffic Accident Review – Scott Finlayson, Public Safety Director~~
Rescheduled



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c) Street Maintenance Schedule for 2018-2019 - Jason Riding, Public Works Street Superintendent

Superintendent Riding stated the streets department created this presentation to update new councilmembers and confirm staff is doing the right thing at the right time. The City Council wants them to spend money in the best way possible. The 2018-2019 Springville City Budget includes \$668,445 in C-road maintenance funds; divided into \$541,000 in surface treatments and \$127,445 for crack seal. (Class C roads, according to Utah Code §72-3-104, are city streets, highways or roads within the corporate limit of a municipality that are not designated as class A roads or class B roads.) The budget for mill & overlays this year is \$350,000 including Center Street and Brookside Drive/800 East. He reviewed the streets department strategy, schedule, current budget, scheduled projects and the costs and projected return on investment.

Superintendent Riding continued by explaining that each year, his staff analyzes the remaining surface life (RSL) of all the streets in the City. In addition, staff analyzes the treatment options to determine which will give Springville City the best bang for the buck or maximize the benefits. Then he provides his recommendations to the City Council to get feedback. The schedule includes creating a budget and getting it approved by the City Council. There are 175 sections of roadway meaning block-to-block or intersection to intersection. The second step in the schedule is to create a Request for Proposals (RFP) and award contracts, usually in July. Then he creates a schedule and coordinates the projects, aiming for completion by September. Because the fiscal year starts in July, there is a struggle to get funding lined up during the busy part of the construction season. This year's budgeted treatments include chip seal, micro-surfacing type II and mill & overlay projects throughout the City. Superintendent Riding showed a map of this year's projects and Director Stapley asked for clarification on the location of several of the projects.

Superintendent Riding continued by saying each treatment has a benefit and a cost. He explained five options.

1. Chip seal the collector street projects and micro-surface with type 2 aggregate the residential street projects.
2. Chip seal all collector and all residential street projects budgeted this year. Superintendent Riding added it is a more expensive option and residents do not like chip seal on residential streets. The Streets Department feels like micro-surfacing residential streets is a better option.
3. Micro-surface all street projects budgeted this year with type 2 aggregate, which is a finer aggregate that only lasts five years.
4. Micro-surface all streets budgeted this year with type 3, which lasts seven years; a more expensive option.
5. Thin overlay of all collector and residential streets with the highest cost adding 10 years of life to the roads.



164 Director Stapley explained that 8th and 9th South are paved with type 3
166 aggregate which Councilmember Snelson said it is horrible. Director Stapley continued
168 by stating there are different mechanisms for applying aggregate. 4th South was just
170 micro-surfaced by UDOT with a more expensive type 3 and Springville City is looking to
172 switch over to that aggregate. Chip Seal lasts very long, but it is rough. Director Stapley
174 said rough roads cost less; last longer. Superintendent Riding continued by stating the
176 last option is the perfect scenario, providing new pavement on all 175 sections budgeted
178 this year, but the cost goes up significantly. He feels the longevity of chip seal is worth
180 the rough pavement and messy process. The long-term benefit of chip seal is the best
182 option out there. Councilmember Nelson asked about mill and overlay. Superintendent
Riding explained it is grinding off the old pavement and pouring on new asphalt. He
continued by showing the current average RSL of the roads in this year's budget is .5 of
a year. By applying option 1, the collector and residential roads will return to a 7-year
RSL, which is a great return on our investment. He compared roads to a wood deck.
Yearly maintenance makes it last much longer, but once the road deteriorates,
maintenance does not work. Springville has some really great roads, due to the
maintenance of the Streets Department. While working with other superintendents, he
receives compliments on our roads, Councilmember Nelson asked about the BYU
aggregate presentation a few months ago. Superintendent Riding stated Chip Seal will
extend the life of the road 7 years.

184 Director Stapley stated 400 East should last that long. It was not emulsion
186 problems except where the contractor missed. The surface looks really good. He sent a
188 letter to the contractor stating the job is not acceptable. Since then, the contractor
190 completed the patchwork. Director Stapley sent another letter to the contractor stating
192 the cleanup in the gutters needs work. He intends to remove cleanup from their contract
194 and pay someone else if the contractor refuses. Aggregate in the gutter slows down
196 water and dirt and causes a mess. Gutters must be clear to convey the water properly.

190 Superintendent Riding stated that in the past the City always did chip seal in
192 house. The cities in South Utah County had an interlocal agreement to chip seal roads
194 together. This is the first year Springville contracted out the chip and seal and he is
196 embarrassed by the low quality work of this contractor. He was working Saturday and
198 Sunday leading their crew and correcting the problems. Next year, he will tighten up the
200 contract. Councilmember Snelson asked why Springville decided to contract the chip
and seal out this year. Superintendent Riding answered it takes an army of manpower to
get the projects done. This year, the other cities were too busy to get together and he
could not pin down a city to help. In the past, cooperating city street workers would start
in July, and go for two months, working through Payson, Santaquin, and Goshen.

200 Councilmember Nelson clarified that the other cities refused to work together this year.
202 Administrator Fitzgerald stated in addition to discussing the cost of different
treatments, the Council eventually needs to discuss overall road costs in general and
how the City funds them. Councilmember Jensen added that charging a street



204 maintenance fee like neighboring cities are doing is a possibility. Administrator
Fitzgerald said staff and the Council need to marry the BYU aggregate and road
206 condition study with a future plan to fund road maintenance. Councilmember Nelson
agreed and requested a presentation on the true costs. Director Stapley added that
208 Superintendent Riding is following the recommendations from the BYU analysis and
putting together a ten-year plan with maintenance on rotation. We cannot survive on C-
210 roads funds alone. Attorney Penrod added the new roads and impact fees also need to
be addressed.

212 Councilmember Jensen thanked Superintendent Riding for correcting the 400
East chip seal job. Councilmember Snelson asked about avoiding that in the future.
214 Superintendent Riding answered it was his first time writing this contract he will rework
the contract and specify much more detail. The contractor has come back and is
216 working to make things right. Director Stapley added other cities are asking about this
contractor. Administrator Fitzgerald added the City is locked into accepting any
218 contractor with the lowest bid. There is a process to make a contractor non-responsive
or non-responsible, but that process is very difficult. Mayor Child agreed.
220 Councilmember Miller asked if the City Council could override that with a council vote.
Attorney Penrod answered there needs to be objective criteria based on the lowest
222 responsible competitor. Councilmember Nelson asked if the Council can change that.
Attorney Penrod answered no, unless the City changes the criteria by having better
224 specifications. Mayor Child added that taking low bid is a state law. Attorney Penrod
continued by explaining there is a process to determine who is responsible and who is
226 not responsible. The City can add criteria to the city code that conforms to state law.
Administrator Fitzgerald compared the municipal bidding process to private business. A
228 municipality does not have the option to use a contractor or vendor they have worked
with before whose price is competitive and has good work product instead of the lowest
230 bidding contractor. Mayor Child added the State has a merit bidding process. Attorney
Penrod agreed, saying the City can prequalify contractors. Councilmember Nelson
232 agreed and asked staff to determine the qualifications to avoid this in the future.
Attorney Penrod added the City has a rating system with some jobs. Mayor Child and
234 the Council thanked Superintendent Riding for his presentation.

236 3. MAYOR, COUNCIL, ADMINISTRATIVE REPORTS

238 d) Discussion with Department Directors

240 Councilmember Jensen reported he attended the Water Board meeting and
discussed ditch one, the trail issue and the easements behind the Hafen property. He
242 suggested the City wrap it up and be done with it. He asked staff to put it on the list.

244 Councilmember Nelson asked about the letter sent to the South Utah Valley Solid
Waste District and believes they will again make a strategic decision not to respond.



246 Administrator Fitzgerald agreed and said enforcing the conditional use permit is an
option to get them to move past this. Staff will sit in on meetings with them on this
subject soon.

248 Chief Finlayson reported a fire at the diversion dam on both sides of the tunnel.
The Fire Department did a great job protecting the houses on the west side of the dam.
250 Kids playing in the tunnel on both sides of the structure started the fire. Councilmember
Nelson asked about the fire started by adults in the restricted area on July 4th. Chief
252 Finlayson answered the case is referred to the City Attorney and Prosecutor to
determine what charges will be filed. Attorney Penrod added that as he understood, the
254 charges would be class B misdemeanors.

Chief Finlayson concluded by stating the fire last night was started by juveniles
256 and was on County property, so he turned the investigation over to the sheriff's
department. Attorney Penrod added the federal government used civil lawsuits to pay
258 for a recent fire. Administrator Fitzgerald stated costs for aerial assets were \$350,000.
The federal government went after homeowner's insurance for a fire years ago. The City
260 has an interlocal agreement with the County for certain responses to fire in the canyon.
Two engines, three brush trucks and an ambulance with firefighters and staff for a
262 couple of hours can add up, even for a small fire.

Director Goins reported that he, Director Neel and Travis (City Surveyor) are
264 creating a presentation on the trails project. In addition, he reported that code
enforcement is more active in the summer time, with double the load of issues and
266 infractions responded to. If constituents complain to councilmembers that Code
Enforcement is picking on them, please contact Community Development staff. Code
268 Enforcement Policy is to leave as many violations alone as possible, but if there is a call
reporting an infraction, staff will investigate. If they determine there is an infraction, Code
270 Enforcement will respond according to the code.

Councilmember Jensen asked about the 600 South and Main Street project.
272 Director Goins answered the Planning Commission will convene next week to discuss
code amendments. City Council will see it in August.

274 Councilmember Nelson asked for zones training because there are odd locations
with antiquated zones in the city. Administrator Fitzgerald asked about development
276 requirements within certain zones. Councilmember Nelson clarified there are zones in a
weird place. Administrator Fitzgerald answered that back in 2003 the zone map was
278 updated and set up based on current use. In 2003, there were light industrial uses in
that area. It may not make sense today; but then, it was to protect the uses that were in
280 place to avoid limiting existing businesses. Councilmember Nelson stated he would
never want to encroach on someone's business. He asked if there are updates to the
282 zones. Director Goins answered zoning could be adjusted to make it the best situation
for the City to best accommodate existing land uses. Councilmember Snelson
284 suggested a field trip to see the zoning. Administrator Fitzgerald added Council has the
right to change all zones, forcing their future uses to change because we want our city to

286 develop in a certain fashion. An example is to change the zone around a wrecking yard
to promote retail in that area. He asked the Council to decide their rationale and
288 direction for the community. There is a balancing act where there is existing use, where
business is functioning. The City will not make them non-conforming. Larger areas, like
290 large amounts of farmland in the City, are zoned for future development.
Comprehensive change happens when the Council changes the general plan
292 Councilmember Nelson agreed and said it is 15 years later.

Dr. Wright noted intake for the Quilt Show starts this week. She gave special
294 thanks to the Council for strategic planning support on the budget and invited the Mayor
and Council to the Mayor's reception for the opening of the Quilt Show.

296 Director Merideth reported the summer sports seasons are winding down. Fall
Soccer sign ups start next week. Councilmember Jensen asked about the Indoor facility.
298 Director Merideth stated he rented a pod to store the pellets at the Whitehead Center.
Councilmember Jensen stated citizens are asking for completion date. Director Merideth
300 answered he has talked to construction companies and he is working on a timeline.

Director Mickelson reported that the summer reading program should reach two
302 million minutes of reading by the end of July. Attendance is averaging about 1500-1800
each day.

304 Councilmember Nelson added that Spanish Fork is trying to build a new library.
He complimented Director Mickelson on his innovation and the creation of a hugely
306 successful library. He added that Payson library is duplicating some of Springville's
programs. Director Mickelson gave a shout out to Teen Librarian, Kim Christensen, for
308 her outreach events. Because she is out visiting schools, teen sign-ups are double from
last year. He concluded by stating the more we can get out in the community the more
310 we can keep growing. Administrator Fitzgerald added that in comparison, Provo Library
gets 12 kids on a great teen activity. Springville Library has amazing attendance
312 numbers. Councilmember Nelson added that Springville is helping revive libraries,
which were dying a few years ago.

314 Director Neel reported there are new employees and Richard Hebner's retirement
party this Friday. He attended a meeting with the contractor, subcontractor and the
316 architect of the CRC this morning. The current CRC issues are not operation error, but a
design, functionality and installation error. Staff is working with the contractor,
318 subcontractor and the architect to become comfortable with how it operates.
Councilmember Nelson asked what the issues are. Director Neel answered the wader
320 pool and spa were shut down for chloramines, the ozone system and mechanical
issues. Soda ash was used to shock the pools and get the chloramine levels down.
322 Councilmember Snelson asked if the problem was the installation or the function.
Director Neel answered all of the above. Administrator Fitzgerald added the
324 maintenance technician changed and employees may be pushing buttons and doing
things. Chemical balances are a learning curve for technicians before it becomes a
326 habit. These two pools are separate small bodies of water with huge bather loads.

328 Director Neel stated the competition pool stays balanced. Councilmember Nelson asked
330 if there are separate systems. Administrator Fitzgerald answered the problem is the
332 small systems are harder to balance with large bather load. Councilmember Nelson
334 suggested the dye.

332 Mayor Child asked about the Farmer's Market since it changed from the
334 Museum. Director Meredith answered there were more vendors than last year.
336 Councilmember Nelson acknowledged they clean up the area nicely. Director Meredith
338 added the setup is the same as Art City Days for booths and power.

336 Mr. Norman reported that the golf course had the best month ever (up 18% from
338 last year) and attributed the success to the weather, adding corporate, the condition of
340 the course, and the economy. The junior program was successful as well.

338 Director Stapley reported that the water level at Bartholomew Pond is up about
340 six inches because of the breach in ditch one. The water quality at the PI pond is being
342 tested and so far meets County requirements. At the 4th South well, they have pulled
344 the 36-inch casing, about 200 feet, out with 63 feet to go. All the water areas are being
346 gravel packed and are looking to pump test by mid-July well development. Completion
348 of the well house is scheduled for this winter.

344 **e) Commission, Board, and Committee Minutes**

- 346 i. Water Advisory Board minutes from May 08, 2018
- 348 ii.

348 **f) Mayor and Council Reports**

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

352 *The Springville City Council may temporarily recess this meeting and convene in a*
354 *closed session to discuss pending or reasonably imminent litigation, and the purchase,*
exchange, or lease of real property, as provided by Utah State Code Annotated Section
52-4-20

356 COUNCILMEMBER NELSON MOVED TO ADJOURN THE CITY COUNCIL
358 WORK/STUDY MEETING AT 6:50 P.M. AND CONVENE IN A CLOSED SESSION TO
360 DISCUSS PROPERTY PURCHASES. COUNCILMEMBER JENSEN SECONDED THE
362 MOTION. THE VOTE IS RECORDED AS FOLLOWS:

- 362 COUNCILMEMBER CREER AYE
- 364 COUNCILMEMBER JENSEN AYE
- 366 COUNCILMEMBER MILLER AYE
- 368 COUNCILMEMBER NELSON AYE
- 370 COUNCILMEMBER SNELSON AYE

366 **ADJOURNMENT**

368 COUNCILMEMBER JENSEN MOVED TO ADJOURN THE CITY COUNCIL
370 MEETING AT 7:07 P.M. COUNCILMEMBER SNELSON SECONDED THE MOTION,
AND ALL VOTED AYE.





STAFF REPORT

DATE: August 07, 2018
TO: Honorable Mayor and City Council
FROM: Brad Stapley, Director of Public Works
SUBJECT: MICRO SURFACING 2018-2019 PROJECT

RECOMMENDED MOTION

Motion to approve American Pavement Preservation LLC as the low bidder for the Micro Surfacing Type II 2018 Project for various Springville City roads (see attached map) in the amount of \$373,865.44 and authorize the Director of Public Works to issue a Notice to Proceed for the project.

SUMMARY OF ISSUES/FOCUS OF ACTION

The Streets Division of Public Works has developed a comprehensive 7-year Roadway Maintenance Plan for Springville City. The plan utilizes various methods of roadway maintenance to assure the best use of funds given the specific roadway condition.

The plan uses crack sealing, slurry seals, chip seals, and asphalt overlays as methods of minor roadway surface rehabilitation. More costly maintenance techniques for severely dilapidated roadway surfaces involve asphalt overlays, asphalt grinding with asphalt replacement, and full depth reclamation with asphalt overlays.

DISCUSSION

Micro Surfacing is a mixture of aggregate (small rock), asphalt emulsion, cement, and water. The asphalt emulsion serves as a binder, holding the crushed aggregate together and adhering the surface. Mixing and spreading are accomplished in one continuous operation, with the applied surface being ready for traffic within a few hours.

Micro Surfacing has been effective in extending pavement life. Its most notable features are:

- It seals out moisture over the entire pavement.
- It stops the oxidation process on the original pavement.
- It fills minor voids and depressions.
- Its comparatively low cost makes it an effective alternative in street maintenance today.

ALTERNATIVES

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

American Pavement Preservation - \$373,865
Morgan Pavement Maintenance. - \$427,140
Intermountain Slurry - \$541,025
Geneva Rock Products - \$ 630,627

FISCAL IMPACT

Funding for this project will come from the 2018-19 budget.

DOCUMENT 00510

NOTICE OF AWARD

Dated 7/30/18

To American Pavement Preservation
(BIDDER)

ADDRESS: 4725 E Carter Ave Las Vegas NV 89115

PROJECT: SPRINGVILLE CITY MICRO SURFACING TYPE II - 2018

CONTRACT: SPRINGVILLE CITY MICRO SURFACING TYPE II 2018
(Insert name of Contract as it appears in the Bidding Documents)

OWNERS CONTRACT NO.: RFB 2018-013

You are notified that your Bid dated 7/30/18 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for: SPRINGVILLE CITY MICRO SURFACING TYPE II - 2018
(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your contract is \$ 373,865.44

Two copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Two sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten calendar days of the date of this Notice of Award, that is by _____.

1. Deliver to the OWNER two fully executed counterparts of the agreement including all the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security (Bonds) as specified in the Instruction to Bidders (Article 21), General Conditions (paragraph 5.01) and Supplementary Conditions (paragraph SC-5.01).

3. (List other conditions precedent).

a. Deliver evidence of insurance and current contractor's license.

b. Submission of an approved traffic control plan for the work area.

c. Submission of an approved SWPPP/Erosion Control Plan

d. Submission of Performance and Payment Bonds

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

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

SPRINGVILLE CITY

(OWNER)

By: _____

(AUTHORIZED SIGNATURE)

(TITLE)

- END OF DOCUMENT -

STAFF REPORT

DATE: August 07, 2018

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

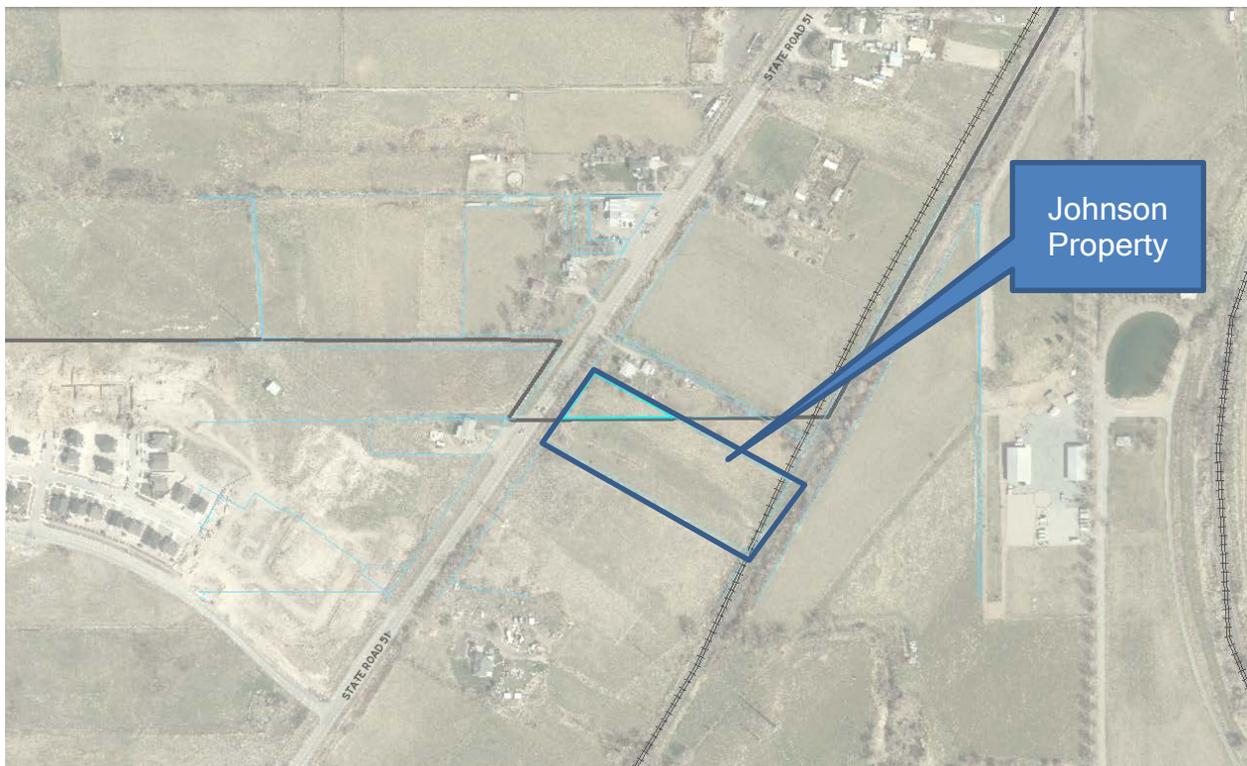
SUBJECT: A RESOLUTION THAT ADOPTS THE CITY COUNCIL'S INTENT TO ADJUST A COMMON BOUNDARY WITH SPANISH FORK TO ALLOW THE PROPERTY OWNER OF PARCEL SERIAL NUMBERS 27:011:0020 AND 27:011:0023 TO HAVE ALL OF HIS PROPERTY IN SPANISH FORK CITY.

RECOMMENDED MOTION

Motion to approve Ordinance No. ___ that adjusts the common boundary line between Springville City and Spanish Fork to allow all of Mr. Johnson's property to be located in Spanish Fork City.

BACKGROUND

Steve Johnson is the owner of property located at the very south end of SR 51 in Springville City. Mr. Johnson's property is split by the boundary between Springville and Spanish Fork, with 3.465 acres located in Spanish Fork City and 0.535 acres located in Springville City. The below map shows Mr. Johnson's property:



In 2017, Mr. Johnson approached Springville to inquire whether or not Springville would be willing to adjust Springville's boundary to allow his property to be located in Spanish Fork. On June 5, 2018, the Springville City Council approved a resolution indicating Springville's intent to adjust the boundary as requested by Mr. Johnson.

Section 10-2-419 of the Utah Code Annotated, provides the process for adjusting a common boundary line between two cities. The first step in the process is to adopt a resolution indicating the city's intent to adjust the common boundary. After the resolution is approved, the city is required to publish notice of the city's intent for three successive weeks in the newspaper and on the Utah Public Notice Website. After 60 days following publication of the notice, the city then holds a public hearing. As long as no property owner within the area that is intended to be adjusted into another city objects to the boundary line adjustment, the city may adopt an ordinance to finalize the boundary line adjustment.

Springville City has followed the notice requirements, and the 60-day period has come and gone. Springville has not received any objections to the boundary line adjustment. The City Council, if it chooses, may adopt the proposed ordinance to adjust the common boundary line between Springville and Spanish Fork.

Spanish Fork City is also considering an ordinance to adjust the boundary line on August 7th. If both Springville and Spanish Fork approve their respective ordinances to adjust the boundary line, the ordinances will take effect. The next step to finalize the process will be to notify the Lt. Governor's office of the boundary adjustment and record the boundary plat with the Utah County Recorder's Office.

FISCAL IMPACT

None.

Attachments: Proposed Ordinance



ORDINANCE #XX-2018

AN ORDINANCE ADJUSTING THE COMMON BOUNDARY LINE BETWEEN SPRINGVILLE CITY AND SPANISH FORK CITY.

WHEREAS, Springville City shares a common boundary with Spanish Fork City; and

WHEREAS, at the southern end of State Road 51 in Springville City, a parcel owned by Steve L. Johnson (parcel serial no. 27:011:0023) is split by the common boundary between Springville and Spanish Fork, with most of his property being located in Spanish Fork; and

WHEREAS, Mr. Johnson has requested that both Springville and Spanish Fork adjust their common boundary to allow Mr. Johnson's property to be located entirely within the Spanish Fork City boundaries, as shown on the local entity boundary adjustment plat attached as Exhibit A; and

WHEREAS, Spanish Fork City indicated a willingness to accept all of Mr. Johnson's property into Spanish Fork City; and

WHEREAS, Section 10-2-419 of the Utah Code Annotated sets forth the procedure and requirements for municipalities with common boundaries to adjust such boundaries without the need to disconnect from one and annex to the other; and

WHEREAS, on June 5, 2018, pursuant to Section 10-2-419(2)(a)(i) of the Utah Code Annotated, the Springville City Council passed Resolution No. _____ and Spanish Fork passed a resolution indicating the cities' intents to adjust the cities' common boundary to allow Mr. Johnson's entire property to be located within Spanish Fork City's boundary; and

WHEREAS, in accordance with Section 10-2-419(2)(a)(iii)(A) and (2)(b), Springville City published notice once a week for three successive weeks of a public hearing to be held on August 7, 2018, stating in conspicuous and plain terms that Springville City will adjust the boundaries, unless at or before the public hearing, written protest is given by a landowner who owns property as described in Section 10-2-419(2)(b)(iv), which notice is attached as Exhibit B; and

WHEREAS, the August 7, 2018 public hearing is being held following the necessary 60-day period as provided by Section 10-2-419 of the Utah Code Annotated; and

WHEREAS, on August 7, 2018, the Springville City Council held a public hearing on the common boundary adjustment, in which the property owner was present and provided the attached written document approving the common boundary adjustment, attached as Exhibit C; and

WHEREAS, at the conclusion of the August 7, 2018 public hearing, having not received any protests pursuant to Section 10-2-419(3), the City Council considered and determined to adopt this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Springville, Utah that the following is hereby approved and adopted:

SECTION 1. The boundaries of Springville and Spanish Fork are hereby adjusted to allow the entirety of Mr. Johnson's property and the right-of-way in front of Mr. Johnson's property to be located in Spanish Fork City.

SECTION 2. Springville City's Mayor and any required staff will execute the local entity plat showing the common boundary adjustment between the two cities, which plat is attached as Exhibit A.

SECTION 3. Springville City shall comply with the requirements of Section 10-2-425 of the Utah Code Annotated as if the boundary adjustment were an annexation.

SECTION 4. This Ordinance will become effective when both Springville City and Spanish Fork City have adopted an ordinance as required by Section 10-419(3) of the Utah Code Annotated, and the effective date will be governed by Section 10-3-425 of the Utah Code Annotated.

SECTION 5. This ordinance will become effective one day after publication hereof in the manner required by law. 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 07th day of August, 2018.

Richard J. Child, Mayor

ATTEST:

Kim Rayburn, City Recorder



STAFF REPORT

DATE: August 1, 2018

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF A RESOLUTION THAT APPROVES DOCUMENTS THAT WILL RESULT IN SPRINGVILLE CITY TRANSFERRING TO SPANISH FORK THE SPANISH FORK-SPRINGVILLE AIRPORT.

RECOMMENDED MOTIONS

Motion to approve allowing Springville City to deed all of the Spanish Fork-Springville Airport property, approximately 300 acres, to Spanish Fork with a reverter clause that automatically deeds back to Springville its full interest in the property should Spanish Fork stop operating an airport on the current Spanish Fork-Springville Airport property.

Motion to approve Resolution No. ___ that approves agreements and a deed with a reverter clause, which agreements and deed will transfer all airport property, operations, liabilities and operational costs to Spanish Fork as of July 1, 2017.

BACKGROUND

The Spanish Fork-Springville Airport (the "Airport") was established around 1936. Springville and Spanish Fork have been jointly operating, maintaining and regulating the Airport ever since that time. In August 1999, the cities entered into the Springville-Spanish Fork Airport Interlocal Agreement, dated August 1999 (the "Operating Agreement"), which set forth the operational responsibilities of each city. The Airport has operated effectively under the Operating Agreement. In 2017, the City Council determined that it was in the best interest of Springville to withdraw from the Operating Agreement and relinquish its interest in the Airport.

As a first step to transferring Springville's interest in the Airport to Spanish Fork, the cities entered into the Spanish Fork/Springville Airport Memorandum of Understanding, dated October 3, 2017 ("MOU"). As part of the MOU, Spanish Fork took over all operations at the Airport effective July 1, 2017, and both cities have been working towards entering into final agreements that will allow Springville to divest itself from the Airport.

The remainder of this staff report will briefly discuss each of the documents that are part of the proposed resolution:

CITY COUNCIL AGENDA
Meeting Date: August 07, 2018

1. Transfer Agreement. The Transfer Agreement is the main agreement that sets forth how the transaction between the cities will occur. This agreement does the following:
 - a. Springville withdraws from the Operating Agreement.
 - b. Springville will transfer title of the Airport vehicles to Spanish Fork, which has already happened.
 - c. Upon receiving final AA and UDOT approval, Springville will execute a special warranty deed that will transfer the approximate 300 acres of airport property to Spanish Fork.
 - d. The parties will execute agreements that will transfer all grant and lease obligations to Spanish Fork.
 - e. Spanish Fork will be required to indemnify Springville from all liability associated with the Airport from July 1, 2017 forward.
 - f. Springville will transfer all airport funds it may still have to Spanish Fork.
 - g. The FAA must approve and sign the agreement.

2. Assignment and Assumption Agreement (Grant Agreements). The Airport has entered into several grant agreements with the FAA and UDOT to help develop the Airport infrastructure. At this time, the Airport has received approximately \$10,987,520 in grants. If the Airport ceases to act as an airport or does not follow all grant requirements, the Airport is on the hook to repay all of the grant money it has received. This agreement transfers the grant responsibilities to Spanish Fork by doing the following:
 - a. Springville assigns all of its interest in the grants to Spanish Fork.
 - b. Spanish Fork assumes all responsibilities of the grants.
 - c. The FAA releases Springville from the grant agreements.
 - d. The agreement is contingent on UDOT releasing Springville from the UDOT grants. UDOT has a separate process for releasing entities from aviation grants.
 - e. Spanish Fork will be required to indemnify Springville from any claim related to the grants.

3. Assignment and Assumption Agreement (Hanger Leases). Under this agreement, Springville assigns its interest in all of the hanger leases to Spanish Fork, and Spanish Fork assumes all responsibilities and liabilities of the landlord under the leases.

4. Special Warranty Deed. Springville will deed its fee interest in the Airport property to Spanish Fork, which consists of approximately 300 acres. If the Airport ceases to operate on the property, the property automatically transfers back to Springville. Springville also has the option to require Spanish Fork to pay Springville one-half of the fair market value of the property after the grants are paid off. Under Section

Disposal of Real Property. The purpose of the public hearing is to follow the City's ordinance with respect to disposal of real property. Whenever the City disposes of a



significant parcel of real property, the City must hold a public hearing. Furthermore, the ordinance requires that if the City sells a significant parcel of real property it cannot sell for an amount less than appraised value of the parcel, as determined by a certified appraiser. See Springville City Code, Sections 2-16-101 to 104. Under the special warranty deed, Springville will be deeding the property to Spanish Fork with a reverter clause, which clause automatically returns the property to Springville should Spanish Fork stop using the property as an airport.

As part of the transaction, Springville is only disposing of the use of the property, not all of its interests in the property. If the property is ever sold for a use other than an airport, Springville will receive the fair market value of the airport property as determined by a certified appraiser. Staff asked an appraiser to determine what value Springville is losing by deeding the property. John Lang, of Lang Appraisal Service, concluded:

The question asked of me as a real estate appraiser is: Does this agreement have a negative fiscal impact on the future interest of the 300 acres when executed by Springville City? The answer is that intent of this agreement does not have a negative impact on Springville City's interest in the fee simple value of the 300 acres for any other use than the continued use as an airport.

According to Mr. Lang, the only value Springville will lose in the 300 acres is the value associated with Springville's involvement as an owner of the airport. The City Council has previously determined that the City does not derive any value as co-owner of the Spanish Fork-Springville Airport. Accordingly, Springville will not be losing value in the property by executing the deed.

FISCAL IMPACT

Springville will be giving up its fee interest in approximately 300 acres as long as the property is operated as an airport. If the Airport ever ceases to operate, Springville will receive its fee interest and the fair market value of the property at that future time.

Attachments: Proposed Resolution with Agreements and Deed
Letter dated July 16, 2018 from Lang Appraisal Service





Lang Appraisal Service
Appraisal, Review & Consulting

July 16, 2018

John Penrod
Springville City Attorney
110 South Main Street
Springville, Utah 84663

**RE: Consultation - Analysis of the Springville/Spanish Fork Airport
Resolution impacts on the 300 acres of real estate, if any.**

Dear Mr. Penrod,

At your request we have completed a consultation on the above-mentioned issue. This is not an appraisal of the property in question.

As I understand the situation, Springville City has decided to sign a resolution to deed over all interest in the current joint contract with Spanish Fork related to the 300 acres currently used as an airport. The question that you want addressed through this consultation relates to what is being given up by Springville by taking this action.

Currently, the use of the 300 acres is limited to an airport. This airport is subject to approximately \$11,000,000 of grants given to support the airport, maintenance, and growth. These grants have a cancellation clause that requires payment in full upon change in use of the 300 acres. The resolution signed by Springville will transfer the 300 acres, operations, liabilities, and operational costs to Spanish Fork for the continued use as an airport. The first step of this process occurred on July 1, 2017 when Spanish Fork took over all operations at the airport. It is noted that this agreement is subject to the terms and conditions.

The release of joint responsibility of the airport is seen as a positive for Springville, however, you want to know is there a downside, or a long term fiscal impact, to Springville related to this transfer?

It is stated in the staff report and on the Special Warranty Deed which is an exhibit of the Airport Transfer Agreement that this will not be a fiscal impact to Springville City.

Springville clearly states that ownership transfers in “FEE SIMPLE DETERMINABLE WITH A POSSIBILITY OF REVERTER” on page 1 that states the transfer of the real property is for the “purpose of operating, maintaining, and regulating the Spanish Fork Airport and other uses incidental to the operation of the Airport by Grantee (Spanish Fork). In the event the Property, or any part thereof, ceases to be used for the permitted use (Airport).” Then Spanish Fork City’s “current right, title and interest in the Property, or any such portion, as applicable, shall automatically revert, and reinstate fee simple absolute title, to the Grantor.”

The question asked of me as a real estate appraiser is: Does this agreement have a negative fiscal impact on the future interest of the 300 acres when executed by Springville City? The answer is that intent of this agreement does not have a negative impact on Springville City’s interest in the fee simple value of the 300 acres for any other use than the continued use as an airport.

When signed and executed Springville City will still benefit financially from a change in use to the real estate at some point in the future. The benefit will be to the entire 300 acres, or part of parcel, if Spanish Fork City changes the use from an airport. This change will become effective immediately as per the language in the Special Warranty Deed that accompanies the Airport Transfer Agreement.

I hope that this consultation meets the needs of Springville City. If you have any questions for me please feel free to contact me to discuss further.

Sincerely,



John W. Lang

Utah State Certified General Appraiser Certificate #5491466-CG00 Expires – December 31, 2019

RESOLUTION #2018-XX

A RESOLUTION APPROVING DOCUMENTS THAT WILL RESULT IN SPRINGVILLE CITY TRANSFERING TO SPANISH FORK CITY ALL SPANISH FORK-SPRINGVILLE AIRPORT RESPONSIBILITIES, OPERATIONS, COSTS, LIABILITIES AND PROPERTY.

WHEREAS, during the late 1920s and early 1930s, Spanish Fork City elected to participate with the Federal Works Progress Administration to build the Spanish Fork Airport; and

WHEREAS, around 1936, Springville City petitioned to build an airport, and after having its petition rejected because of the close proximity of the Spanish Fork Airport, Springville was encouraged to team up with Spanish Fork and become part of Spanish Fork's Airport; and

WHEREAS, Springville joined the Spanish Fork-Springville Airport (the "Airport") by paying Spanish Fork one-half of Spanish Fork's airport costs to date and building a road to the airport from Springville; and

WHEREAS, Springville and Spanish Fork have been jointly operating, maintaining and regulating the Airport for many decades and most recently pursuant to the Springville-Spanish Fork Airport Interlocal Agreement, dated August 1999 (the "Operating Agreement"); and

WHEREAS, Springville City has determined that it is in the best interest of Springville to withdraw from the Operating Agreement and to transfer its interest in the real and personal property of the Airport to Spanish Fork, subject to the terms and conditions of this Transfer Agreement; and

WHEREAS, as a first step to for Springville to transfer its interest in the Airport to Spanish Fork, the cities entered into the Spanish Fork/Springville Airport Memorandum of Understanding, dated October 3, 2017, (the "MOU") pursuant to which, among other things, Spanish Fork took over all operations at the Airport effective July 1, 2017; and

WHEREAS, since entering into the MOU, the cities have worked together and with the Federal Aviation Administration and Utah Department of Transportation to effectuate the transfer of Springville's interest in the Airport to Spanish Fork; and

WHEREAS, the parties now desire to enter into the Airport Transfer Agreement, Assignment and Assumption Agreement (Grant Agreements), Assignment and Assumption Agreement (Lease Agreements), and Special

Warranty Deed (the "Airport Agreements") to effectuate the contemplated transaction; and

WHEREAS, the City Council finds that the above Airport Agreements are in the best interests of the City.

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

SECTION 1. Agreement Approval. The Airport Agreements, substantially in the forms attached as Exhibits A through C, are approved and shall be executed by Springville City. The City Surveyor will approve the Airport legal description for the agreements and deed. The City Attorney may make and/or agree to minor revisions to the agreements and add any necessary exhibits to the Airport Agreements that are mentioned in the Airport Agreements.

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

PASSED AND APPROVED this 17th day of July 2018.

By

Richard J. Child, Mayor

ATTEST

Kim Rayburn, Recorder

EXHIBIT A

Airport Transfer Agreement

AIRPORT TRANSFER AGREEMENT

BETWEEN SPANISH FORK CITY and SPRINGVILLE CITY

THIS TRANSFER AGREEMENT ("Transfer Agreement") is entered into and made effective as of the _____ day of _____, 2018 ("Effective Date") by and between Springville City, a municipal corporation of the State of Utah ("Springville"), and Spanish Fork City, a municipal corporation of the State of Utah ("Spanish Fork"). Springville and Spanish Fork are referred to herein as the "Cities".

RECITALS

A. Spanish Fork and Springville have been jointly operating, maintaining and regulating the Spanish Fork-Springville Airport ("Airport") pursuant to the Springville-Spanish Fork Airport Interlocal Agreement dated as of August 1999 between Spanish Fork and Springville ("Operating Agreement").

B. Springville has determined that it is in the best interest of Springville to withdraw from the Operating Agreement and to transfer its interest in the real and personal property of the Airport to Spanish Fork, subject to the terms and conditions of this Transfer Agreement.

C. The Cities are parties to that certain Spanish Fork/Springville Airport Memorandum of Understanding dated October 3, 2017 pursuant to which, among other things, Spanish Fork took over all operations at the Airport effective July 1, 2017.

D. The Cities jointly own the real property on which the Airport is located, which real property is more particularly described on Exhibit A-1 attached hereto ("Real Property").

E. Certain personal property owned by Springville consisting of a snow plow, a pickup truck, and a courtesy car has been used in connection with operation of the Airport (collectively, "Personal Property"). The Personal Property is more particularly described in Exhibit B-1 attached hereto.

F. In connection with operations of the Airport, the Cities are parties to the grant agreements with Federal Aviation Administration ("FAA") and Utah Department of Transportation

("Utah DOT") listed in Exhibit C-1 attached hereto (collectively, "Grant Agreements").

G. In connection with the operation of the Airport, the Cities are parties to a variety of contracts and lease agreements, including without limitation, those listed in Exhibit D-1 attached hereto (collectively, "Lease Agreements").

H. Spanish Fork desires to continue operating the Airport as sole owner and operator and possesses the financial, managerial, and technical expertise and the resources to do so in compliance with federal, state, and local regulations, and the terms and conditions of all contracts and agreements entered into by the Cities with respect to the Airport, including without limitation, the Grant Agreements and the Lease Agreements.

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the covenants, agreements, and other terms and conditions contained herein, and other good and valuable consideration, Springville and Spanish Fork hereby agree as follows:

TERMS

1. Incorporation of Recitals and Exhibits. The recitals set forth herein and exhibits attached hereto are incorporated herein and by this reference made a part hereof.

2. Springville Withdrawal. Springville hereby withdraws from the Operating Agreement, and Spanish Fork consents to the withdrawal. The Operating Agreement is terminated as of the Effective Date.

3. Transfer of Airport Assets.

3.1. Real Property. Within _____ (____) days after the Cities receive the written approval of FAA and Utah DOT of this Transfer Agreement, Springville shall transfer to Spanish Fork all of Springville's interest in the Real Property by a Special Warranty Deed in the form of Exhibit A-2 attached hereto.

3.2. Personal Property. Springville has already transferred to Spanish Fork all of Springville's interest in the Personal Property listed on Exhibit B-2 attached hereto.

3.3. FAA and Utah DOT Grants. Within _____ (____) days after the Cities receive the written approval of FAA and Utah DOT of this Transfer Agreement, Springville shall assign to Spanish Fork all of Springville's rights and obligations under the Grant Agreements by an Assignment and Assumption Agreement (Grant Agreements) in the form of **Exhibit C-2** attached hereto. As more specifically set forth in the Assignment and Assumption Agreement (Grant Agreements), Spanish Fork assumes, covenants, acknowledges, and agrees to be bound by and to perform, observe, and be subject to all of the obligations, terms, covenants, and conditions of the Grant Agreements (including the obligation to comply with the responsibilities imposed under the FAA Airport Assurances in connection with the Grant Agreements) on and after the date of the Assignment and Assumption Agreement (Grant Agreements) and such other date that any obligations, terms, covenants, and conditions become effective.

3.4. Leases and Other Contracts. Within _____ (____) days after the Cities receive the written approval of FAA and Utah DOT of this Transfer Agreement, Springville shall assign to Spanish Fork all of Springville's rights and obligations under the Lease Agreements by an Assignment and Assumption Agreement (Lease Agreements) in the form of **Exhibit D-2** attached hereto.

3.5. Delivery of Documents. Within _____ (____) days after the Cities receive the written approval of FAA and Utah DOT of this Transfer Agreement, (i) Springville shall deliver to Spanish Fork a fully executed original of the Deed and (ii) the Cities shall execute and deliver to each other fully executed duplicate originals of the Assignment and Assumption Agreement (Grant Agreements) and the Assignment and Assumption Agreement (Lease Agreements).

4. **Indemnity.** Spanish Fork hereby agrees to indemnify, defend and hold Springville harmless from and against any and all loss, cost, damages, expenses (including reasonable counsel fees), liabilities, claims or causes of action arising out of or related to (1) the Airport and/or (2) any act or failure to act on the part of Spanish Fork relating to the Airport occurring from and after July 1, 2017.

5. **Management of Airport Agency Funds in Transition.**

5.1. Springville has heretofore transferred to Spanish Fork all of the funds in the Airport Fund.

5.2. Spanish Fork shall be responsible for payment of all Airport expenses incurred after close of business on July 1, 2017. Spanish Fork shall be responsible for payment of all wages, health and welfare benefits, and other employee costs, and shall indemnify and hold Springville harmless from any and all claims arising from the failure to pay for wages or benefits owed to Airport employees after July 1, 2017.

6. **Compliance with Title 49.** In the event facilities are constructed, maintained or otherwise operated on the Airport for a purpose for which a United States Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Spanish Fork shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations ("**CFR**"), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended (49 CFR Part 21), and Title 49 CFR Part 27, Nondiscrimination on the Basis of Disability, in compliance with the intent of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended.

7. **Compliance With Title VI of Civil Rights Act of 1964.**

7.1. No person, on the grounds of race, color or national origin, shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the Airport.

7.2. In the construction of any improvements on, over or under the Airport and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination on the grounds of race, color or national origin.

7.3. Spanish Fork shall use the Airport in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21.

8. **Cooperation.** The parties agree to cooperate in facilitating the execution of all documents and agreements necessary and appropriate to the fulfillment of the terms, conditions, and obligations contemplated by this Transfer Agreement. Each party, promptly upon the request of the other

Agreement are for convenience only and do not constitute a part of the provisions hereof.

14. **No Presumption Concerning Drafting.** Should any provision of this Transfer Agreement require judicial interpretation, the court interpreting or construing the same shall not apply the presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule on construction that a document is to be construed more strictly against the person who himself, or through his agents, prepared the same; it being acknowledged that all of the parties participated in the preparation hereof.

15. **Assignment.** This Transfer Agreement is not assignable, it being specific to the parties hereto.

16. **Secretary Approval.** This Transfer Agreement is contingent upon the Secretary of the United States Department of Transportation or designee ("**Secretary**") approving the Transfer Agreement. This Transfer Agreement shall be void and of no further force and effect if the Secretary has not consented to the Transfer Agreement on or before _____.

EXECUTED IN DUPLICATE AND EFFECTIVE AS OF _____, 2018.

SPANISH FORK CITY by:

STEVE LEIFSON, Mayor

Attest:

KENT R. CLARK, City Recorder

SPRINGVILLE CITY by:

RICHARD CHILD, Mayor

Attest:

KIM RAYBURN, City Recorder

FAA CONSENT TO TRANSFER AGREEMENT

The undersigned hereby acknowledges and consents to the transfer of the Airport, including without limitation the Grant Agreements, as provided for in this Transfer Agreement, effective as the Effective Date, which Transfer Agreement provides for ~~the~~ Springville City to transfer its interest in the real and personal property of the Spanish Fork-Springville Airport to ~~the~~ Spanish Fork City and all outstanding Grant Agreements associated with Airport. Spanish Fork City, as transferee, has been determined by the Secretary of Transportation to be eligible under Title 49, United States Code, to assume the obligations under the Grant Agreements.

**FEDERAL AVIATION
ADMINISTRATION by:**

Name and Title

Attest:

Name and Title

EXHIBIT A-1

REAL PROPERTY

EXHIBIT A-2

SPECIAL WARRANTY DEED

**WHEN RECORDED, RETURN TO,
AND SEND TAX NOTICES TO:**

Spanish Fork City
Attn: Steve Leifson, Mayor
40 South Main Street
Spanish Fork, Utah 84660

Tax Id: _____

**SPECIAL WARRANTY DEED
FEE SIMPLE DETERMINABLE WITH A POSSIBILITY OF REVERTER**

SPRINGVILLE CITY, a municipal corporation of the State of Utah ("Grantor"), hereby GRANTS AND CONVEYS to **SPANISH FORK CITY**, a municipal corporation of the State of Utah ("Grantee"), whose mailing address is as first stated above, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described tracts of land in Utah County, Utah, to wit:

See Exhibit A attached hereto and incorporated herein by reference (the "Property");

SUBJECT TO all taxes and assessments, reservations in patents, rights-of-way, covenants, conditions, restrictions, easements, other matters as may appear of record or enforceable in law and equity, and all matters which an accurate survey of the Property or a physical inspection of the Property would disclose;

RESERVING UNTO GRANTOR A RIGHT OF REVERTER, ALLOWING THE PROPERTY TO BE USED ONLY FOR the purpose of operating, maintaining, and regulating the Spanish Fork Airport (the "Airport") and other uses incidental to the operation of the Airport by Grantee (collectively, the "Permitted Use"). In the event the Property, or any portion thereof, ceases to be used for the Permitted Use by Grantee:

(1) all of Grantor's current right, title, and interest in the Property, or any such portion, as applicable, shall automatically revert, and reinstate fee simple absolute title, to the Grantor, without the necessity for execution or recordation of any deed or other instrument with respect thereto, and at no cost to the Grantor. Although not necessary to accomplish such automatic reversion to Grantor of the fee simple title to the Property, Grantee shall immediately convey title to the Property to Grantor by special warranty deed reasonably acceptable to Grantor to confirm the reverter of title and record the same with the Utah County Recorder's Office. Grantor's right of reverter ("Reverter Right") described in this Special Warranty Deed Fee Simple Determinable with a Possibility of Reverter (this "Deed") shall be binding upon and effective against any owner of the Property whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. If only a portion of the Property ceases to be used for the Permitted Use by Grantee, the remainder of the Property shall remain subject to the Reverter Right;

OR, in lieu of the Reverter Right, at Grantor's option:

(2) all right, title, and interest in the Property, or any such portion, as applicable, shall remain with Grantee, but Grantee shall pay Grantor an amount equal to fifty percent (50%) of the Fair Market Value ("FMV") of the Property, or any such portion, as applicable, as consideration for the Permitted Use bargained for, within ninety (90) days after the Property, or any such portion, ceases to be used for the

Permitted Use by Grantee, provided that the total value of the Property is sufficient to repay any grant obligations and still pay Grantor 50% of the FMV. Grantee shall have up to one year to market the Property in order to pay the obligation required hereunder. No later than the fourteenth day after the Property, or the relevant portion of the Property, ceases to be used for the Permitted Use, Grantee shall present to Grantor its proposed determination of the Property's FMV, which shall be based on the best use of the Property. If Grantor disagrees with Grantee's proposed FMV, then Grantor and Grantee shall jointly select an MAI appraiser with at least five (5) years experience in appraising the type of properties under consideration. If the parties cannot agree upon an appraiser, each party shall select a valuation or appraisal firm with experience in the valuation of properties similar to the Property ("Appraisal Firm") who shall be a qualified and impartial person licensed in the State of Utah as an MAI appraiser with at least five (5) years of experience in appraising the type of properties for which they are called on to appraise hereunder in Utah County, Utah. All fees and expenses of each such Appraisal Firm shall be the responsibility of the party that engaged such Appraisal Firm. The two Appraisal Firms shall in good faith make their own determinations of the Property's FMV. If the two Appraisal Firms are unable to agree upon the FMV of the Property, or any such portion, then within twenty (20) days after the appointment of the two Appraisal Firms, the two Appraisal Firms shall jointly select a third Appraisal Firm who is independent of, and not affiliated with, the first two Appraisal Firms, and who is not affiliated with, and who has not provided any significant services within the two (2) years preceding the date of the FMV determination request to, the Grantor or Grantee or any of their affiliates ("Independent Appraisal Firm"). All fees and expenses of the Independent Appraisal Firm shall be shared equally by Grantor and Grantee. No later than the fifteenth day after the appointment of the Independent Appraisal Firm, the Independent Appraisal Firm, after due consideration of such information as it may reasonably request regarding the Property, shall in good faith, make its own determination of the Property's FMV and thereafter select either the Grantor's Appraisal Firm's FMV determination of the Property or the Grantee's Appraisal Firm's FMV determination of the Property, but no other, whichever is closest to the Independent Appraisal Firm's FMV determination of the Property and shall notify the Grantor and Grantee in writing of its binding determination. The Independent Appraisal Firm's determination and the market information upon which such determination is based shall be in writing and counterparts thereof shall be delivered to the Grantor and Grantee within said fifteen (15) day period. Such determination of Property FMV shall be final, conclusive, and binding on the Grantor and Grantee. To enable the Independent Appraisal Firm to conduct the valuation, the Grantor and the Grantee shall furnish to the Independent Appraisal Firm such information as they may reasonably request regarding the Property. If only a portion of the Property ceases to be used for the Permitted Use by Grantee, and Grantor exercises this FMV option, the remainder of the Property shall remain subject to the Reverter Right;

AND Grantor hereby binds itself and its successors to warrant and defend the title to the Property, as against all acts of Grantor herein and none other, subject to the matters above set forth in this Deed.

Grantor's rights under this Deed, including, without limitation, the Reverter Right, shall not be subordinate to any mortgages, deeds of trusts or other security interests unless and until Grantor, Grantee and the holder thereof execute and deliver to one another a subordination, non-disturbance and attornment agreement in favor of Grantor which shall be acceptable to Grantor in its sole and absolute discretion. No subsequent liens, encumbrances, or actions of Grantee or third parties with respect to the Property shall operate to defeat, render invalid, or impair the priority and seniority of Grantor's rights under this Deed, including, without limitation, the Reverter Right, created under this Deed.

If by operation of the Reverter Right, title to the Property reverts to Grantor, Grantor shall not be:

- (A) Liable for any act or omission of or any claims against any prior owner of the Property, including Grantee, which claim or cause of action arose subsequent to the date of July 1, 2017; or

- (B) Subject to any offsets or defenses which any party might have against any prior owner of the Property, including Grantee, which offsets or defenses arose subsequent to the date of July 1, 2017; or
- (C) Liable for any sum that any prior owner of the Property, including Grantee, owed with respect to the Property, which debt arose subsequent to July 1, 2017; or
- (D) Liable for any monetary, construction, or other obligation of any prior owner of the Property, including Grantee, including any obligation under any liens, mortgages, deeds of trust or other encumbrances recorded against or affecting the Property from and after the date of this Deed; Grantee shall remain responsible to satisfy all of such liens and encumbrances; or
- (E) Liable for any breach of representation or warranty of any prior owner of the Property, including Grantee, which breach arose subsequent to July 1, 2017; or
- (F) Liable for any or a portion of State or Federal aviation grant payback obligations for grants that were obtained and/or used for airport improvements subsequent to July 1, 2017.

If by operation of the Reverter Right, title of the Property reverts to Grantor, Grantor and Grantee agree that any proceeds from the sale of the Property, or any portion thereof, shall first be used to pay for any outstanding State or Federal aviation grant payback obligations for grants that were obtained and/or used for airport improvements on the Property. The Grantee shall be solely responsible for any State and Federal aviation grant payback obligations related to grants that were used for airport improvements on property other than the Property.

IN CONNECTION WITH (and as an integral part of) the conveyance of the Property, Grantor and Grantee further agree as follows:

1. Covenant to Comply with Title 49. In the event facilities are constructed, maintained or otherwise operated on the Airport for a purpose for which a United States Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Grantee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations ("CFR"), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended (49 CFR Part 21), and Title 49 CFR Part 27, Nondiscrimination on the Basis of Disability, in compliance with the intent of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended.

2. Covenant to Comply with Title VI of Civil Rights Act of 1964.

2.1 No person, on the grounds of race, color or national origin, shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the Airport.

2.2 In the construction of any improvements on, over or under the Airport and the furnishing of services thereon, no person shall be excluded from

participation in, denied the benefits of, or otherwise be subject to discrimination on the grounds of race, color or national origin.

2.3 Grantee shall use the Airport in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21.

The Property is hereby conveyed "AS-IS, WHERE-IS" and with all faults, and, except as otherwise provided by law, without warranty or representation, express or implied or deemed made by statute or otherwise, or arising by operation of law with respect to the Property, including, but in no way limited to, any warranty of quantity, quality, condition, habitability, merchantability, suitability, or fitness for a particular purpose of the Property, or any soil conditions related thereto or any improvements thereon.

All of the conditions and restrictions in this Deed, including, without limitation, the Reverter Right, shall be deemed covenants running with the land and binding upon the Property, Grantee and its successors and assigns. Any assignee of Grantee's rights hereunder is hereby given notice of the terms hereof. By accepting any transfer of Grantee's rights hereunder, such assignee agrees to be bound by the terms of this Deed as if executed and delivered by such assignee.

If any provision of this Deed is found to be invalid or unenforceable, such portion shall be stricken from and construed not to constitute a part of this Deed, and the remaining portion shall remain in full force and effect and shall constitute the entire Deed. To the extent that any provision of this Deed would otherwise be invalid or unenforceable due to a violation of the rule against perpetuities, the same shall be construed and interpreted *ut res magis valeat quam pereat* (so that it shall have effect rather than be destroyed), as though it were expressly stated that the happening of any contingency or event must take place, if at all, within the maximum period permitted therefor in order not to violate said rule.

Grantee and its successors and assigns agree to indemnify and hold harmless the Grantor and its successors and assigns from any claims, demands, judgments, and expenses, including, without limitation, attorney's fees, related to the performance of this Deed, including, without limitation, Grantee's breach of any of the covenants, conditions, or restrictions in this Deed, but not including any acts of the Grantor itself.

By acceptance of this Deed or by the acquiring of any right, title or interest in or to the Property, or any portion thereof, Grantee and each subsequent owner and other person or entity acquiring such an interest, for itself, its heirs, personal representatives, successors, transferees, grantees, and assigns also accept all of the covenants, conditions, restrictions and other provisions imposed on the Property by this Deed, and shall be deemed to have agreed to keep, observe, comply with and perform the obligations, covenants, conditions, restrictions and other provisions set forth herein with respect to the Property or portion thereof so acquired.

WITNESS the hands of said Grantor and Grantee as of this ____ day of July, 2018.

GRANTOR:

SPRINGVILLE CITY,
a municipal corporation of the state of Utah

Richard J. Child, Mayor

STATE OF UTAH)
 :ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018,
by Richard Child, Mayor of Springville City.

SEAL

NOTARY PUBLIC

GRANTEE:

SPANISH FORK CITY,
a municipal corporation of the state of Utah

Steve Leifson, Mayor

STATE OF UTAH)
 :ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018,
by Steve Leifson, Mayor of Spanish Fork City.

SEAL

NOTARY PUBLIC

EXHIBIT A
Legal Description of the Property

That certain real property located in Utah County, Utah, more particularly described as follows:

[REDACTED]

Tax Id.: _____

EXHIBIT B-1

PERSONAL PROPERTY

EXHIBIT B-2
BILL OF SALE

EXHIBIT C-1

GRANT AGREEMENTS

EXHIBIT C-2

ASSIGNMENT AND ASSUMPTION AGREEMENT
(GRANT AGREEMENTS)

ASSIGNMENT AND ASSUMPTION AGREEMENT
SPANISH FORK-SPRINGVILLE AIRPORT
(Grant Agreements)

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** ("**Assignment and Assumption Agreement**") is entered into this _____ day of _____, 2018, by and between Spanish Fork City, a municipal corporation of the State of Utah ("**Spanish Fork**"), and Springville City, a municipal corporation of the State of Utah ("**Springville**"). Springville and Spanish Fork are referred to herein as the "**Cities**".

RECITALS

A. Spanish Fork and Springville have been jointly operating, maintaining and regulating the Spanish Fork-Springville Airport ("**Airport**") pursuant to the Springville-Spanish Fork Airport Interlocal Agreement dated as of August 1999 between Spanish Fork and Springville ("**Operating Agreement**").

B. Springville has determined that it is in the best interest of Springville to withdraw from the Operating Agreement and to transfer its interest in the real and personal property of the Airport to Spanish Fork, subject to the terms and conditions of that certain Transfer Agreement between the Cities dated _____, 2018 ("**Transfer Agreement**").

C. The Cities are parties to that certain Spanish Fork/Springville Airport Memorandum of Understanding dated October 3, 2017 pursuant to which, among other things, Spanish Fork took over all operations at the Airport effective July 1, 2017.

D. In connection with operations of the Airport, the Cities are parties to the grant agreements with the Federal Aviation Administration ("**FAA**") and Utah Department of Transportation ("**Utah DOT**") listed in **Exhibit A** attached hereto(collectively, "**Grant Agreements**").

E. Spanish Fork desires to continue operating the Airport as sole owner and operator and possesses the financial, managerial, and technical expertise and the resources to do so in compliance with federal, state, and local regulations, and the terms and conditions of all contracts and agreements entered

into by the Cities with respect to the Airport, including without limitation, the Grant Agreements and the Lease Agreements;

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the covenants, agreements, and other terms and conditions contained herein, and other good and valuable consideration, Springville and Spanish Fork hereby agree as follows:

AGREEMENT

1. **Incorporation of Recitals and Exhibits**. The recitals set forth herein and exhibits attached hereto are incorporated herein and by this reference made a part hereof.
2. **Springville Assignment**. Springville hereby grants, conveys, transfers, and assigns to Spanish Fork all of the Springville rights, title, interests, and obligations in, to, and under the Grant Agreements. It is the intent of the parties that the right, title, interest, and obligations of Springville prior to, on, and after this date under all outstanding Grant Agreements are being assigned to Spanish Fork hereunder.
3. **Acceptance/Assumption**. Spanish Fork hereby accepts and assumes all of the obligations of "Airport Sponsor" under the Grant Agreements, and further assumes, covenants, acknowledges, and agrees to be bound by and to perform, observe, and be subject to all of the obligations, terms, covenants, and conditions of the Grant Agreements (including the obligation to comply with the responsibilities imposed under the FAA Airport Assurances in connection with the Grant Agreements) on and after the date of this Assignment and Assumption Agreement and such other date that any obligations, terms, covenants, and conditions become effective. Attached as **Exhibit B** is the Certification of Spanish Fork's counsel that Spanish Fork meets the legal requirements to undertake sole sponsorship of the Airport and fulfill the certifications, representations, warranties, assurances, covenants, and other obligations of the sponsor contained in the Grant Agreements.

4. **FAA Release of Springville.** This Assignment and Assumption Agreement is contingent upon FAA relieving and releasing Springville from the Grant Agreements. This Assignment and Assumption Agreement shall be void and of no further force and effect if FAA does not consent to the Transfer Agreement.
5. **Utah Department of Transportation (UDOT) Release of Springville.** This Assignment and Assumption Agreement is contingent upon UDOT relieving and releasing Springville from the Grant Agreements. This Assignment and Assumption Agreement shall be void and of no further force and effect if UDOT does not consent to the Transfer Agreement.
6. **Indemnity.** Spanish Fork hereby agrees to indemnify, defend and hold Springville harmless from and against any and all loss, cost, damages, expenses (including reasonable counsel fees), liabilities, claims or causes of action arising out of any breach or default in the performance of any obligation to be performed under the Grant Agreements by Spanish Fork arising on or after July 1, 2017.
7. **Compliance with Title 49.** In the event facilities are constructed, maintained or otherwise operated on the Airport for a purpose for which a United States Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Spanish Fork shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations ("**CFR**"), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended (49 CFR Part 21), and Title 49 CFR Part 27, Nondiscrimination on the Basis of Disability, in compliance with the intent of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended.
8. **Compliance With Title VI of Civil Rights Act of 1964.**
 - A. No person, on the grounds of race, color or national origin, shall be excluded from participation in, denied the

benefits of or be otherwise subjected to discrimination in the use of the Airport.

B. In the construction of any improvements on, over or under the Airport and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of or otherwise be subject to discrimination on the grounds of race, color or national origin.

C. Spanish Fork shall use the Airport in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21.

9. **Legally Binding.** All agreements, covenants, conditions, and obligations contained in this Assignment and Assumption Agreement shall be legally binding upon and inure to the benefit of Spanish Fork and its successors and assigns. The FAA is intended to be a third party beneficiary with respect to all provisions of this agreement.
10. **Complete Agreement.** This Assignment and Assumption Agreement constitutes the entire understanding and agreement of Spanish Fork with respect to the assumption of obligations and actions contemplated hereby and supersedes any prior agreements or understandings whether written or verbal, with respect to the subject matter hereof.
11. **Non-Waiver, Modification.** The waiver by any party of a breach of or a default under any provision of this Assignment and Assumption Agreement will not be effective unless in writing and will not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Assignment and Assumption Agreement, nor will any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.
12. **Captions.** The captions, overviews, and headings used in this Assignment and Assumption Agreement are inserted for convenience only, do not form a part of this agreement, and will not be used in any way to construe or interpret this agreement.
13. **Severability.** If the application of any provision of this Agreement and Assumption Agreement to any particular facts or circumstances will for any reason be held to be invalid, illegal, or unenforceable by a court, arbitration panel, or

other tribunal of competent jurisdiction, the (i) the validity, legality, and enforceability of such other provisions of this agreement, will not in any way be affected or impaired thereby and (ii) such other provision will be enforced to the maximum extent possible so as to effect the intent of the parties.

14. **Effective Date.** This Agreement shall be effective as of _____, 2018.

15. **Further Instruments.** Each party, promptly upon the request of the other party, shall execute and deliver any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions hereof, including without limitation, the Exhibits.

IN WITNESS WHEREOF AND EXECUTED IN DUPLICATE BY the duly authorized representatives of the parties:

SPRINGVILLE CITY by:

RICHARD CHILD, Mayor

Attest:

Kim Rayburn, City Recorder

SPANISH FORK CITY by:

STEVE LEIFSON, Mayor

Attest:

Kent R. Clark, City Recorder

**FAA CONSENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT
AGREEMENT**

The undersigned hereby acknowledges and consents to the transfer of the Airport, including without limitation the Grant Agreements, as provided for in this Assignment and Assumption Agreement, effective as the Effective Date, which Assignment and Assumption Agreement provides for Springville City to transfer its interest in the outstanding Grant Agreements for the Spanish Fork-Springville Airport to Spanish Fork City. Spanish Fork City, as transferee, has been determined by the Secretary of Transportation to be eligible under Title 49, United States Code, to assume the obligations under the Grant Agreements.

**FEDERAL AVIATION
ADMINISTRATION by:**

Name and Title

Attest:

Name and Title

EXHIBIT A

GRANT AGREEMENTS

EXHIBIT B

SPANISH FORK CERTIFICATION

EXHIBIT D-1

LEASE AGREEMENTS

EXHIBIT D-2

ASSIGNMENT AND ASSUMPTION AGREEMENT
(LEASE AGREEMENTS)

ASSIGNMENT AND ASSUMPTION AGREEMENT
Spanish Fork - Springville Airport
(Lease Agreements)

This **ASSIGNMENT AND ASSUMPTION LEASE AGREEMENT** (this "Assignment") is entered this ____ day of _____, 2018 ("Effective Date"), by and between Spanish Fork City, a municipal corporation of the State of Utah ("Spanish Fork"), and Springville City, a municipal corporation of the State of Utah ("Springville"). Springville and Spanish Fork are referred to herein as the "**Cities**".

RECITALS

A. Spanish Fork and Springville have been jointly operating, maintaining and regulating the Spanish Fork-Springville Airport ("**Airport**") pursuant to the Springville-Spanish Fork Airport Interlocal Agreement dated as of August 1999 between Spanish Fork and Springville.

B. As part of operating the Airport, the Cities are joint lessors on a number of Hangar/Building Leases, including, without limitation, those listed in Exhibit A (the "Hanger Leases").

C. Springville is desirous, as of the Effective Date, of assigning all of its right, title and interest in and to the Hanger Leases to Spanish Fork, and Spanish Fork is desirous to consent to this assignment and assume fully the responsibilities and obligations of Springville, as a lessor under the Hanger Leases, from and after the Effective Date.

D. Accordingly, Spanish Fork and Springville are desirous of executing and entering into this Assignment.

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the covenants, agreements, and other terms and conditions contained herein, and other good and valuable consideration, Springville and Spanish Fork hereby agree as follows:

TERMS

1. Recitals.

The above and foregoing Recitals are made an integral part of this Assignment and the Cities hereto do hereby expressly acknowledge and agree that this Assignment is intended to effect the purposes of those Recitals.

2. Assignment.

Springville hereby assigns, conveys, transfers and sets over unto Spanish Fork, all of Springville's right, title, interest, responsibilities and obligations as Lessor, in, to and under the Hanger Leases.

3. Assumption.

Spanish Fork hereby assumes and agrees to perform, fulfill and comply with all terms, covenants, responsibilities and obligations required to be performed, fulfilled or complied with by the Lessor under the Hanger Leases arising from and after the July 1, 2017.

4. Liability.

It is specifically agreed between Springville and Spanish Fork that Spanish Fork shall be responsible under the Hanger Leases for the discharge and performance of any and all duties and obligations to be performed and/or discharged by the Lessor under the Hanger Leases arising from and after (but not prior to) July 1, 2017. By accepting this Assignment and by its execution hereof, Spanish Fork hereby assumes and agrees to save, defend, indemnify and hold harmless Springville from and against any and all demands, claims, causes of action, actions, losses, liabilities, obligations, costs and expenses (including reasonable attorneys' fees and court costs) arising or accruing as a result of Spanish Fork's failure to discharge or perform any and all duties and obligations to be performed and/or discharged by the Lessor under the Hanger Leases arising from and after (but not prior to) July 1, 2017, including, without limitation, claims of the tenants, contractors, other business invitees, licensees and tort claimants or indemnity claims, arising from and after July 1, 2017.

5. Miscellaneous.

a. **Governing Law.** This Assignment shall be construed and enforced in accordance with the laws of the State of Utah

and venue for any dispute arising hereunder shall be in the Fourth District Court for Utah County.

b. **Attorney's Fees**. In the event that any party shall be required to retain an attorney because of a default or breach of any other party, or to pursue any other remedy provided by law, the non-breaching or the non-defaulting party shall be entitled to reasonable attorney's fees, whether or not the matter is actually litigated.

c. **Miscellaneous**. The invalidity of a portion of this Assignment shall not prevent the remainder from being carried into effect. Whenever the content of any provision shall require it, the singular shall be held to include plural and vice-versa, and the use of any gender shall include any and all genders. The paragraph and section heading in this Assignment are for convenience only and do not constitute a part of the provisions hereof.

d. **No Presumption Concerning Drafting**. Should any provision of this Assignment require judicial interpretation, the court interpreting or construing the same shall not apply the presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule on construction that a document is to be construed more strictly against the person who himself, or through his agents, prepared the same; it being acknowledged that all of the parties participated in the preparation hereof.

[Signature Page Follows]

EXECUTED IN DUPLICATE AND EFFECTIVE AS OF _____, 2018.

SPANISH FORK CITY by:

STEVE LEIFSON, Mayor

Attest:

KENT R. CLARK, City Recorder

SPRINGVILLE CITY by:

RICHARD CHILD, Mayor

Attest:

KIM RAYBURN, City Recorder

EXHIBIT B

Assignment and Assumption Agreement (Grant Agreements)

EXHIBIT C

Assignment and Assumption Agreement (Lease Agreements)



STAFF REPORT

DATE: July 30, 2018

TO: Honorable Mayor and City Council

FROM: Glen Goins, Community Development Director

SUBJECT: SPRINGVILLE CITY SEEKING TO AMEND TITLE 11, ARTICLE 4, CHAPTER 4 OF THE SPRINGVILLE CITY DEVELOPMENT CODE CONCERNING DESIGN STANDARDS IN MULTI-FAMILY RESIDENTIAL ZONES.

RECOMMENDED MOTION

Move to approve Ordinance No. XX-2018, amending various sections in Title 11 of the Springville City Development Code.

SUMMARY OF ISSUES/FOCUS OF ACTION

- Does the proposed request meet the requirements of the Springville City Code, particularly 11-7-1, Amendments to this Title?
- Does it maintain the intent of the General Plan?

BACKGROUND

The issue of establishing design standards has been a stated objective of City officials and staff alike for some time. With the recent addition of design standards to the mixed use land use, the stage was set to continue to incrementally address adding design standards to multiple zones, including multi-family, commercial, office and industrial uses.

The Planning Commission and City Council have expressed a desire to see residential design guidelines introduced which provide minimum levels of protection for the City's aesthetic identity as development continues to grow.

The proposed amendment will affect the two Residential Multi-Family Zones currently in the code.

Analysis

General Plan

The general plan acknowledges throughout that design standards are an important element in establishing a minimum community aesthetic, sustainable neighborhoods

and overall community identity. Since the creation of the 1997 General Plan, design standards have been identified as an issue that is important to the citizens.

Regarding the value of design standards, the General Plan declares that the built environment evolves and “greatly influences community appearance and identity.” The Plan further states that “within a community, personal decisions can have an impact on neighbors, a section of the City, or the City as a whole.”

The Plan highlights that “most communities recognize the fine balance associated with (development) standards and there is typically an on-going refining process” We are indeed in one of those refining processes.

The General Plan defines well the need for establishing some level of standard to encourage the built environment to contribute to the City’s aesthetic. The Plan states that “design standards typically look at the area surrounding the proposed site to take visual clues as to what fits. In greenfield areas where context is not defined, design standards can be created to help encourage development that the community finds attractive and contributes to the positive appearance of the City.”

The proposed amendment fulfills the following Objectives and Strategies of the General Plan:

Objective 1: Protect and create an aesthetically pleasing and safe environment that enhances attributes that are unique to Springville and help to make it a desirable place to live.

Strategy 1B: Review and update design standards to reflect the image the citizens of Springville wish to portray.

Zoning

The zoning code currently has design standards established for the Overlay Zones, the Historic District and for Mixed Use developments in the Community Commercial and Town Center zones. The proposed text amendment would expand that list to include the RMF-1 and RMF-2 zones.

PLANNING COMMISSION REVIEW

The Planning Commission considered the amendment on July 18, 2018 in which a public hearing was held. One member of the public spoke at the hearing, in favor of the amendment.

The Planning Commission expressed support for the amendment, having recently voted in favor of adding design standards to Mixed Use developments. The Commission discussed façade variation and how that might be administered in the code, as well as whether the façade material requirements were discussed with the development community. Staff explained the intent of the façade variation and that developers would



have some flexibility and choice in determining variation, as well as façade material requirements being taken directly from the existing Westfields Overlay zone text.

Public Hearing

- Karen Ifediba commented that she appreciated that attention was being given to multi-family developments, creating people’s housing, not just a place where people are housed.

COMMISSION ACTION: Commissioner Clay moved to recommend approval of the proposed ordinance amendments to Title 11 of Springville City Development Code. Commissioner Farrer seconded the motion. Approval was recommended by a unanimous vote of 5 to 0.

Commission Vote

<u>Commissioner</u>	<u>Yes</u>	<u>No</u>
Karen Ellingson	Excused	
Carl Clyde	X	
Genevieve Baker	X	
Michael Farrer	X	
Brad Mertz	Excused	
Michael Clay	X	
Frank Young	X	

ALTERNATIVES

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

Glen Goins
Community Development Director

Attachments:
Ordinance XX-2018

Sample Motions

Sample Motion to Approve:



I move to approve Ordinance **XX**-2018 amending Title 11 “Development Code,” Chapter 4 “Zoning District Regulations,” Article 4 “Residential Site Development Regulations” of the Springville City Code, adding design standards to the Residential Multi-Family 1 (RMF-1) and Residential Multi-Family 2 (RMF-2) zones.

Sample Motion to Deny:

I move to deny Ordinance **XX**-2018 amending Title 11 “Development Code,” Chapter 4 “Zoning District Regulations,” Article 4 “Residential Site Development Regulations” of the Springville City Code, adding design standards to the Residential Multi-Family 1 (RMF-1) and Residential Multi-Family 2 (RMF-2) zones, for the following reasons...(cite reasons)

Sample Motion to Approve With Amendments:

I move to approve Ordinance **XX**-2018 amending Title 11 “Development Code,” Chapter 4 “Zoning District Regulations,” Article 4 “Residential Site Development Regulations” of the Springville City Code, adding design standards to the Residential Multi-Family 1 (RMF-1) and Residential Multi-Family 2 (RMF-2) zones, with the following changes...(list changes)



ORDINANCE NO. [XX-2018](#)

AN ORDINANCE AMENDING THE SPRINGVILLE DEVELOPMENT CODE TITLE 11, CHAPTER 4, ARTICLE 4, RESIDENTIAL SITE DEVELOPMENT REGULATIONS, PERTAINING TO MULTIPLE-FAMILY DWELLING RESIDENTIAL USES IN THE RMF-1 AND RMF-2 MULTIPLE-FAMILY ZONES.

WHEREAS, the Springville City Land Development Code contains provisions for the approval and development of multi-family residential dwelling units; and

WHEREAS, the Springville Planning Commission and City Council have expressed interest in establishing design standards for various land uses allowed in the City; and

WHEREAS, the establishment of design standards will allow for a minimum development aesthetic and the beautification of neighborhoods through architecture and the contribution of buildings towards the streetscape; and

WHEREAS, the proposed text amendment will serve to establish a set of minimum design standards for multi-family residential zones;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Springville, Utah that the Chapter 11-4 Zoning District Regulations, be amended as follows:

Article 4 - RESIDENTIAL SITE DEVELOPMENT REGULATIONS

[11-4-408 Multi-Family Residential Design Standards](#)

[1. Dwelling -Multiple-Family in the RMF-1 and RMF-2 zones shall comply with the following standards:](#)

[\(a\) Façade Variation.](#)

[For new development, no two \(2\) multi-family buildings may possess the same street-facing elevation on a block face. No two facades may be the same as an adjacent or opposite building façade. This standard is met when the street facing elevations differ from another front facade by at least four \(4\) of the following criteria, and shall not eliminate any other requirements of the code or this Chapter:](#)

- [i. Articulation;](#)
- [ii. Differing Mix of Building Materials;](#)
- [iii. Variation in Roof Elevation;](#)
- [iv. Entry/Porch \(variation in placement and configuration of porches, stoops, covering\);](#)
- [v. Fenestration \(variation in the arrangement and detailing of windows and other openings\);](#)
- [vi. Architectural Style \(variation in style; e.g., Craftsman, Prairie, Four Square, Colonial, Tudor, Ranch, etc.\);](#)
- [vii. Variation of Building Height and Stories; or](#)
- [viii. Color Variation.](#)

[\(b\) Articulation.](#)

- i. In multi-family buildings individual units shall be emphasized using a variety of techniques that include plane changes, bays, variation in entrances, balconies, dormers, colors, columns, or other details defining the individual unit.
- ii. All building elevations must be articulated along the vertical face for a minimum depth of 1 foot, for a length of at least 6 feet, for every dwelling unit or every 30 feet of horizontal wall plane, whichever is less. This may be accomplished through the use of recesses or extensions of floor area, decks, patios, or entrances.
- iii. In addition to the standard in (b) (ii), the vertical mass of buildings shall be broken up through the use of architectural features such as horizontal cornices, pediments, belt-courses, canopies (e.g., covered porches) and/or “bellybands” at least twelve (12) inches in height across the length of the elevation.
- iv. Roofs must provide offsets or breaks proportionate to the roof form. Dormers, porch canopies, and other secondary roof forms are examples of acceptable breaks in roofline on sloped roofs. Where flat roofs are allowed, stepped parapets or cornices proportionate to the building elevation are required.
- v. Building shall include breaks in the roofline for buildings with pitched roofs, (changes in elevation and orientation of roof line, or use of projections such as gables and dormers, that demonstrate variation over at least 20% of all front or street-facing elevations).

(c) Building Materials.

At least fifty percent (50%) of the net facade areas of each elevation shall be in brick, stone or cultured stone with the remainder in stucco, wood or fiber cement siding. Other materials may be used as accent materials, but shall not consist of greater than five percent (5%) of any facade elevation. Brickwork must include one (1) element of coursing different from the major coursing on the building (i.e., the stretcher bond is the most typically used and a soldier, dogtooth or other coursing should be included as part of the overall brick application).

(d) General Standards.

- i. Window and door openings shall make up twenty percent (20%) of any front facade facing the street;
- ii. Windows shall not be flush with exterior walls. All windows shall be recessed or treated with a trim. Such treatments shall be applied on all window edges and sides;
- iii. At least fifty percent (50%) of the block length shall have building facades within thirty feet (30') of the front property line;
- iv. The use of materials shall be consistent as to percentage or application of each facade on all sides of the building. This requirement shall not apply to materials used as accent materials not consisting of greater than five percent (5%);
- v. The minimum parking requirement for multiple-family residential uses in the RMF-1 and RMF-2 zones shall be in accordance with the provisions of Section 11-6-113 of the Municipal Code.

(e) Required Improvements

Road improvements, including curb, gutter and sidewalk, as well as parkstrips with required street trees are elements essential to the efficient transport of storm and surface water, the creation of a complete system of safe walkways for pedestrians and the creation of a streetscape that beautifies neighborhoods. New multi-family developments, or existing multi-family developments which expand or alter their site plan, shall be required to install the following improvements in accordance with applicable city codes:

- i. New multi-family developments, or existing multi-family developments which expand or alter their site plan, shall install street improvements such as curb, gutter, sidewalk and parkstrip, and drive approaches in accordance with the Springville Standard Specifications and Drawings.
- ii. New multi-family developments, or existing multi-family developments which expand or alter their site plan, shall install and landscape parkstrips, including street trees (or may pay to have the City install street trees) in accordance with the requirements of Title 4, Public Property and Utilities, Chapter 11, Street Trees and Tree Planting.

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

SECTION 4: 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 ____ day of _____, 2018.

Richard J. Child, Mayor

ATTEST:

Kim Rayburn, City Recorder



STAFF REPORT

DATE: August 1, 2018

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: A RESOLUTION THAT APPROVES SETTLEMENT DOCUMENTS IN THE GENERAL WATER ADJUDICATION FOR THE HOBBLE CREEK AREA.

RECOMMENDED MOTION

Motion to approve Resolution No. ___ that approves settlement documents that resolve a number of objections to water rights in the General Determination of All the Rights to the Use of Water, both Surface and Underground, Within the Drainage Area of the Utah Lake and Jordan River in Utah, Salt Lake, Davis, Summit, Wasatch, Sanpete and Juab Counties in Utah.

BACKGROUND

In 1986, Springville City made a number of objections to water rights in the General Determination of All the Rights to the Use of Water, both Surface and Underground, Within the Drainage Area of the Utah Lake and Jordan River in Utah, Salt Lake, Davis, Summit, Wasatch, Sanpete and Juab Counties in Utah (the "Water Adjudication"). The Water Adjudication stems back to 1936; however, the majority of Springville City's objections to water rights in the Water Adjudication were filed in 1986 through 1990.

In 2016, the State appointed a special master to help resolve the objections in the Water Adjudication. Originally, it was thought the special master would not get to the adjudication in the Hobbles Creek-Springville Area for several years. That is not the case.

In March 2017, Springville City received notice from the special master that the special master was going to start proceedings in the Hobbles Creek area of the Water Adjudication. Since that time, Springville City has been evaluating its objections and working to resolve those objections. The proposed resolution is to resolve all or portions of objections 51-4-12, 51-4-13, 51-4-14, and 51-4-27. The remainder of this staff report will address each of the agreements and stipulations that are part of the proposed resolution.

1. Settlement Agreement and Mutual Release of Claims by and between Springville Irrigation Company ("SIC") and Springville City. This agreement addresses SIC's objections to water rights 51-4255 and 51-4596. Under the agreement Springville City will give up water right 51-4596, which is located in Spring Acres area. Water right 51-4596 amounts to 50% of 1.0 cfs to irrigate 9.85 acres and stock watering of 37 ELUs. This water right has some fact hurdles that could prove difficult to beat SIC's objection. In return, SIC would dismiss its objection to water right 51-4255 that would allow Springville City to maintain 0.45 cfs of water out of a spring in Jolley's Ranch, amounting to .08-acre feet per day. SIC is worried about dismissing its objection to 51-4255 because SIC believes that it has a strong argument that the City gave up its water for shares in SIC. SIC has the same argument on several other objections. This agreement is being recommended because staff believes this is what a judge would should these water rights be litigated. The settlement saves litigation costs and gets rid of the only objections between Springville City and SIC, allowing the two parties to more freely work together on other objections.
2. Stipulated Motion to Amend Proposed Determination and for Partial Dismissal of Objections. Based on a prior lawsuit, this stipulated motion asks the judge to enter an order that the LDS Church abandoned water rights 51-5235, 51-5244, and 51-7404. As part of the order, Springville City would dismiss that portion of its objection 51-4-12 that deals with the LDS Church's abandoned water rights.
3. Stipulation to Resolve the Objection of Springville Irrigation Company (51-4-31) and a Portion of the Objection of Springville City (51-4-12: Portion Addressing Water Right 51-3817). This is a stipulation drafted by the State Engineer that would reduce water right 51-3817 in approximately one-half to 0.492. The stipulation is based on a prior error in the records of the State Engineer's office. With the reduction of the water right, Springville City would dismiss the portion of its objection 51-4-12 that deals with water right 51-3817.

FISCAL IMPACT

None.

Attachments: Proposed Resolution



RESOLUTION #2018-XX

A RESOLUTION APPROVING SEVERAL SETTLEMENT DOCUMENTS IN THE MATTER OF THE GENERAL DETERMINATION OF ALL THE RIGHTS TO THE USE OF WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE AND JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, SUMMIT, WASATCH, SANPETE AND JUAB COUNTIES IN UTAH.

WHEREAS, in 2017, the special master over the General Determination of All the Rights to the Use of Water, both Surface and Underground, Within the Drainage Area of the Utah Lake and Jordan River in Utah, Salt Lake, Davis, Summit, Wasatch, Sanpete and Juab Counties in Utah started moving forward with the adjudication in the Hobble Creek area (the "Water Adjudication"); and

WHEREAS, in the 1980s and 1990s, Springville City filed several objections in the Water Adjudication; and

WHEREAS, Springville City has been negotiating with a number of entities to resolve water objections in the Water Adjudication and staff has reached tentative agreements and stipulations, as follows:

- A. Settlement Agreement and Mutual Release of Claims by and between Springville Irrigation Company and Springville City. This agreement addresses water rights 51-4255 and 51-4596 and is attached as Exhibit A.
- B. Stipulated Motion to Amend Proposed Determination and for Partial Dismissal of Objections. This stipulated motion addresses abandoned water rights 51-5235, 51-5244, and 51-740 and is attached as Exhibit B.
- C. Stipulation to Resolve the Objection of Springville Irrigation Company (51-4-31) and a Portion of the Objection of Springville City (51-4-12: Portion Addressing Water Right 51-3817). This stipulation addresses water rights 51-3817 and 51-1676 and is attached as Exhibit C.

WHEREAS, the City Council finds that the above listed agreements and stipulations are in the best interests of the City.

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

SECTION 1. Agreement Approval. The agreements and stipulations listed in the above recitals, substantially in the forms attached as EXHIBIT A through C, are approved and shall be executed by Springville City. The City Attorney may make and/or agree to minor revisions to the agreements and stipulations in order to finalize the purpose of the agreements.

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

END OF RESOLUTION.

PASSED AND APPROVED this 07th day of August 2018.

By _____
Richard J. Child, Mayor

ATTEST

Kim Rayburn, Recorder

EXHIBIT A

Settlement Agreement and Mutual Release of Claims by and between Springville Irrigation Company and Springville City.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS
by and between
Springville Irrigation Company and Springville City

This Settlement Agreement and Mutual Release of Claims (“**Agreement**”) is made and entered into by and between Springville Irrigation Company, a Utah non-profit corporation (“**Company**”) and Springville City, a Utah municipal corporation (“**City**”). Company and City are referred to herein collectively as “**Parties**” or individually as a “**Party**.” The **Effective Date** of this Agreement shall be the latter of the dates appearing by the signatures of the Parties.

RECITALS

WHEREAS, the Parties are involved in the a pending general water rights determination: *In the Matter of The General Determination of All the Rights to the Use of Water, Both Surface and Underground, Within the Drainage Area of the Utah Lake and Jordan River in Utah, Salt Lake, Davis, Summit, Wasatch, Sanpete and Juab Counties in Utah; Utah County Division; Hobbie Creek Subdivision; Area 51, Book 4, Case No. 365729804* (“**Lawsuit**”);

WHEREAS, the State Engineer issued a proposed determination (“**PD**”) in the Lawsuit on or about July 1, 1986;

WHEREAS, the PD contains Water Right No. 51-4255, which is associated with a spring commonly referred to as Jolley Spring (“**WR4255**”), and Water Right No. 51-4596, which is associated with springs commonly referred to as Spring Acres Springs (“**WR4596**”);

WHEREAS, City owns or claims an ownership interest in WR4255 and WR4596;

WHEREAS, Company filed objection 51-4-27, which is pending in the Lawsuit, challenging the validity of WR4255 and WR4596;

WHEREAS, in 2016, the Utah Division of Water Rights (“**Division**”) approved Change Application a40921, which allows the City to divert WR4255 from Jolley Spring for municipal use;

WHEREAS, the Parties wish to resolve their claims relating to Objection 51-4-27 in the Lawsuit.

AGREEMENT

Now, therefore, and in consideration of the mutual promises, covenants, and warranties which appear below, and intending to be legally bound thereby, the Parties hereby agree as follows:

1. WR4255. Company will acknowledge and recognize City's ownership of WR4255 and City's right to divert and beneficially use water under WR4255, as amended by Change Application a40921. Company will not pursue its challenge of WR4255 in the Lawsuit and will withdraw its objection to WR4255, as provided herein.
2. WR4596. City will not pursue its defense of WR4596 in the Lawsuit and will convey any and all interest it may have in WR4596 to Company via Water Right Quitclaim Deed, attached hereto as *Exhibit 1*. To the extent that City diverts and beneficially uses any water from the Spring Acres Springs, such diversion and beneficial use shall occur under City's shares in Company.
3. Withdrawal of Objection. Within 14 days of the Effective Date, Company will withdraw Objection 51-4-27. Company and City will work cooperatively with each other and other parties that may be necessary (e.g., Division) to prepare and file a Stipulated Motion for Dismissal with Prejudice and/or other necessary documents to withdraw Objection 51-4-27.
4. Mutual Release. Subject to the terms of this Agreement, the Parties fully and completely release, acquit, and forever discharge one another from any and all claims, causes of action, or damages that were known or could have been known and that have been or could have been asserted relative to Objection 51-4-27, WR4255, and WR4596. This is a full and complete mutual release for all claims prior to the Effective Date.
5. Compromise and Settlement. The Parties represent, acknowledge, and agree that this Agreement is a compromise and settlement of claims and demands that are disputed, and nothing herein shall be construed as an admission of the validity of said claims or demands.
6. Communication of Disputes and Mediation. If a Party believes that the other Party is not in compliance with this Agreement, the Party shall provide written notice to the other Party, which notice shall include specific information regarding the alleged non-compliance and the specific action(s) that the Party believes the other Party should take to comply with the terms of this Agreement. The Parties agree that within fourteen (14) days of the notice of non-compliance, they shall meet and confer regarding the alleged noncompliance and use their best efforts to work cooperatively to resolve the concerns. If necessary, the Parties may involve third

parties, such as employees of the Division, to assist in the resolution efforts. In the event the meet and confer is not successful in resolving claims of non-compliance, the Parties shall engage in good faith mediation with a third-party mediator chosen by the Parties. No Party shall initiate a court action, enforcement action, or other legal proceedings without first complying with the provisions of this section.

7. No Other Representations. Each Party represents and acknowledges that, in executing this Agreement, it does not rely and has not relied upon any representation or statement made by the other Party (except as set forth in the Recitals above), or by any agents, representatives, or attorneys of the other Party with regard to the subject matter, basis, or fact of this Agreement.

8. Authority. Each Party hereto represents and warrants to the other Party hereto that it has the unencumbered right and full authority to surrender, compromise, settle, release, and cancel obligations, debts, or undertakings described in this Agreement.

9. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

10. Captions and Headings. The captions and headings appearing in this Agreement are for convenience only and shall in no way be deemed to define, limit, or extend the scope or intent of the paragraphs which they precede nor affect the manner in which any provision hereof is construed.

11. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intent. This Agreement has been prepared after extensive discussions between and among the Parties and the opportunity for each Party to review the Agreement with and obtain advice from their respective legal counsel. In construing this Agreement, the fact that one Party or the other may have drafted its various provisions shall not affect the interpretation of such provisions. Should any provision of this Agreement be held illegal or unenforceable, such illegality shall not invalidate the balance of this Agreement; instead the illegal or unenforceable provision(s) shall be stricken and the balance of the Agreement enforced accordingly.

12. Integration. All understandings and agreements heretofore had or made between the Parties are merged in this Agreement and the attachments hereto, which alone fully and completely express their agreement relating to the subject matter hereof. This Agreement shall not be amended or modified, except by written agreement signed by the Parties hereto.

13. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Utah without application of any principles of choice of law.

14. Venue and Jurisdiction of Actions. Any action at law, suit in equity, or any other judicial proceeding for the enforcement of any provision of this Agreement shall be instituted only in the Fourth Judicial Court in and for Utah County, State of Utah (“**Court**”). The Parties agree that the Court shall have exclusive jurisdiction over the enforcement or interpretation of this Agreement.

15. Attorney Fees. In the event any suit is brought to enforce or interpret any of the provisions of this Agreement, in addition to any damages which may be claimed, the prevailing Party shall be entitled to recover their reasonable costs, reasonable attorney fees, and reasonable expert fees incurred in connection with such action.

IN WITNESS WHEREOF, the Parties have executed this Agreement as noted below:

SPRINGVILLE CITY

SPRINGVILLE IRRIGATION COMPANY

Mayor

President

Attest: City Recorder

Attest: Secretary

Date: _____

Date: _____

EXHIBIT B

Stipulated Motion to Amend Proposed Determination and for Partial Dismissal of Objections.

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**IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

IN THE MATTER OF THE GENERAL
DETERMINATION OF ALL THE RIGHTS TO
THE USE OF WATER, BOTH SURFACE
AND UNDERGROUND, WITHIN THE
DRAINAGE AREA OF THE UTAH LAKE
AND JORDAN RIVER IN UTAH, SALT
LAKE, DAVIS, SUMMIT, WASATCH,
SANPETE, AND JUAB COUNTIES IN UTAH

**UTAH COUNTY DIVISION
HOBBLE CREEK SUBDIVISION
AREA 51, BOOK 4**

**STIPULATED MOTION TO AMEND
PROPOSED DETERMINATION
AND FOR PARTIAL DISMISSAL OF
OBJECTIONS
(51-4-12)**

Special Master Rick L. Knuth
Judge Laura Scott

Civil No. 365729804
Objection Proceeding No. 51-4-12

Springville City (“**City**”); Springville Irrigation Company (“**SIC**”); Corporation of the
Presiding Bishop of the Church of Jesus Christ of Latter-day Saints (“**LDS Church**”); and Kent
Jones, P.E., Utah State Engineer (“**State Engineer**”), by and through their undersigned counsel,

hereby bring this Stipulated Motion to Amend Proposed Determination and for Partial Dismissal of Objections.

The City's Objection 51-4-12 and SIC's Objection 51-4-22 included objections to Water Right Nos. 51-5235 and 51-5244. In the intervening years since the Objections were filed, a portion of Water Right No. 51-5235 was segregated to Water Right No. 51-6599, and portions of Water Right No. 51-5244 were segregated to Water Right Nos. 51-6595 and 51-7404. The LDS Church acquired title to Water Right Nos. 51-5235, 51-5244, and 51-7404. In order to resolve its claims in this General Adjudication case, as well as another court case, the LDS Church abandoned and cancelled its interest in Water Right Nos. 51-5235, 51-5244, and 51-7404 and asked that these three water rights be removed from the records of the State Engineer, as reflected in a letter that the LDS Church filed with the State Engineer on April 30, 2002. A copy of the letter is attached hereto as *Exhibit A*. Water Right Nos. 51-5235, 51-5244, and 51-7404 are now listed as "Abandoned" on the Division's records. Printouts from the State Engineer's records are attached hereto as *Exhibit B*. The Court may take judicial notice of the letter and printouts, as they are part of the public records of the State Engineer. *See Utah R. Evid. 201*. Because Water Right Nos. 51-5235, 51-5244, and 51-7404 are now abandoned and invalid, the City's and SIC's Objections with respect to these three water rights are rendered moot.

The City and SIC reserve Objection 51-4-12 and Objection 51-4-22, respectively, as to all other water rights listed in the Objections, including but not limited to Water Right No. 51-6599 (which was segregated from Water Right No. 51-5235) and Water Right No. 51-6595 (which was segregated from Water Right No. 51-5244).

Based on the foregoing, the parties respectfully request:

1. The Court issue an Order that the Proposed Determination be amended to provide that Water Right Nos. 51-5235, 51-5244, and 51-7404 have been abandoned;
2. The Court dismiss the portion of the City's Objection 51-4-12 with respect to Water Right Nos. 51-5235, 51-5244, and 51-7404; and
3. The Court dismiss the portion of SIC's Objection 51-4-22 with respect to Water Right Nos. 51-5235, 51-5244, and 51-7404.

Respectfully submitted this ____ day of June, 2018.

SMITH HARTVIGSEN, PLLC

/s/ Jeffrey R. Gittins
J. Craig Smith
Jeffrey R. Gittins
Attorneys for Springville City

**SEAN D. REYES
UTAH ATTORNEY GENERAL**

/s/ Sarah M. Shechter
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Benjamin J. Jensen
Melissa L. Reynolds
(signed by filer with permission via email)
*Assistant Attorneys General
Attorneys for the Utah State Engineer*

KIRTON MCCONKIE

/s/ Christopher Bramhall
Christopher Bramhall
(signed by filer with permission via email)
*Attorney for Corporation of the Presiding
Bishop of the Church of Jesus Christ of
Latter-day Saints*

LAW OFFICE OF RILEY S. SNOW

/s/ Riley S. Snow
Riley S. Snow
(signed by filer with permission via email)
Attorney for Springville Irrigation Co.

CERTIFICATE OF SERVICE

**HOBBLE CREEK SUBDIVISION
(51-4-12)**

I HEREBY CERTIFY that on the ___ day of June, 2018, I caused the foregoing to be electronically filed with the Clerk of the Court using the CM/ECF system, which sent notification of that filing to all parties requesting such notification, including the following:

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/s/ Jeffrey R. Gittins

EXHIBIT C

Stipulation to Resolve the Objection of Springville Irrigation Company (51-4-31) and a Portion of the Objection of Springville City (51-4-12: Portion Addressing Water Right - 3817).

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**IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

IN THE MATTER OF THE GENERAL
DETERMINATION OF ALL THE RIGHTS
TO THE USE OF WATER, BOTH
SURFACE AND UNDERGROUND,
WITHIN THE DRAINAGE AREA OF THE
UTAH LAKE AND JORDAN RIVER IN
UTAH, SALT LAKE, DAVIS, SUMMIT,
WASATCH, SANPETE, AND JUAB
COUNTIES IN UTAH

**UTAH COUNTY DIVISION
HOBBLE CREEK – SPRINGVILLE
SUBDIVISION
AREA 51, BOOK 4**

*Objection Proceeding, 51-4-31
Springville Irrigation Company, Original
Objector*

*Objection Proceeding, 51-4-12 (portion
addressing Water Right Number 51-3817)
Springville City, Original Objector*

**STIPULATION TO RESOLVE THE
OBJECTION OF SPRINGVILLE
IRRIGATION COMPANY (51-4-31) AND
A PORTION OF THE OBJECTION OF
SPRINGVILLE CITY (51-4-12:
PORTION ADDRESSING WATER
RIGHT 51-3817)**

Special Master Rick L. Knuth

(Judge Laura Scott)

Civil No. 365729804

Kent L. Jones, P.E., Utah State Engineer (the “State Engineer”), Springville Irrigation Company (the “Irrigation Company”), and Springville City (the “City”) (individually “Party” and collectively “Parties”), through their respective counsel, enter into this Stipulation to resolve the Objection of the Irrigation Company, 51-4-31, and Springville City’s Objection, 51-4-12 the portion addressing Water Right Number 51-3817, to the Proposed Determination of Water Rights for the Hobble Creek – Springville Subdivision, Utah County Division of the Utah Lake and Jordan River General Adjudication, Area 51, Book 4 (the “Proposed Determination”).

I. RECITALS

- A. On September 3, 1986, the State Engineer issued the Proposed Determination.
- B. On November 19, 1986, the Irrigation Company filed an objection (the “Irrigation Company Objection”), to the Proposed Determination contesting the validity of Water Right Numbers 51-1676 and 51-3817.
- C. On December 2, 1986, the City filed an objection (the “City Objection”) to the Proposed Determination contesting, among other water rights, Water Right Number 51-3817.
- D. The Special Master issued a Notice and Order to Show Cause to the City on March 15, 2017 and to the Irrigation Company on March 17, 2017.
- E. In response to the Notices and Orders to Show Cause, the Irrigation Company and the City filed Notices of Intent to Proceed with the Objections on April 13, 2017.
- F. The State Engineer filed an Answer to the Irrigation Company Objection on May 23, 2017 and an Answer to the City Objection on May 24, 2017.

G. The Parties have agreed to resolve the Irrigation Company Objection and a portion of the City Objection by seeking amendment of the Proposed Determination, subject to the terms of this Stipulation.

II. STIPULATED AGREEMENT

1. Each Party represents that the person signing on behalf of that Party has full authority to enter into and bind that Party to this Stipulation.

2. The Parties agree that the Proposed Determination should be amended with respect Water Right Number 51-3817, consistent with the attached **Exhibit A**.

3. The Irrigation Company agrees to dismissal of the remainder of its Objection, 51-4-31 contesting Water Right Number 51-1676, with prejudice.

4. This Stipulation addresses all issues raised in the Irrigation Company Objection, 51-4-31, and only the portion of the City Objection addressing Water Right Number 51-3817 (together, the “Objections”). The Parties agree to dismissal of the Objections, with prejudice, subject to the terms of this Stipulation.

5. The Parties agree that, after they execute this Stipulation, the State Engineer will file a motion with the Court requesting amendment of the Proposed Determination and dismissal of the Objections, with prejudice, consistent with this Stipulation.

6. This Stipulation will be binding upon the Parties and their successors and assigns from the date of execution by the last Party.

7. If the Special Master makes a Report and Recommendation to the Judge consistent with the terms of this Stipulation, the Parties waive their right to object to the Report and Recommendation.

Dated this ____ day of June 2018.

SEAN D. REYES
UTAH ATTORNEY GENERAL

/s/ Benjamin J. Jensen
Benjamin J. Jensen
Assistant Attorney General
Attorney for the Utah State Engineer

SMITH HARTVIGSEN PLLC

/s/
Jeffrey R. Gittins
Attorney for Springville City

THE LAW OFFICE OF RILEY S. SNOW
PLC

/s/
Riley S. Snow
Attorney for Springville Irrigation Company

DRAFT