



**WORK/STUDY AGENDA
SPRINGVILLE CITY COUNCIL MEETING
FEBRUARY 20, 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

- Mar 06 – Work/Study Meeting 5:30 p.m./City Council 7:00 p.m.
- Mar 11 – Daylight Savings
- Mar 13 – Work/Study Meeting 5:30 p.m.
- Mar 20 – Work/Study Meeting 5:30 p.m./City Council 7:00 p.m.
- Apr 1 – Easter Sunday
- April 3 – Work/Study Meeting 5:30 p.m./City Council 7:00 p.m.

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

- a) Invocation – Councilmember Miller
- b) Pledge of Allegiance – Councilmember Nelson
- c) Consent Agenda
 2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
 3. Approval of the Mayor’s appointment of Karen Ellingson as an alternate to the Board of Adjustments
 4. Approval of an Ordinance establishing the Hobble Creek Golf Course Committee – Craig Norman, Golf Pro

3. **DISCUSSIONS/PRESENTATIONS**

- a) Library Annual Report – Dan Mickelson, Library Director
- b) Discussion regarding banners across Main Street – Brad Neel, Building and Grounds Director
- c) Discussion regarding the Solid Waste District – Troy Fitzgerald, City Administrator
- d) Training – John Penrod, Assistant City Administrator/City Attorney

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

5. CLOSED SESSION

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 Utah Code Annotated Section 52-4-205.

6. ADJOURNMENT

CERTIFICATE OF POSTING

This meeting was noticed in compliance with Utah Code 52-4-202 on February 16, 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



**REGULAR AGENDA
SPRINGVILLE CITY COUNCIL MEETING
FEBRUARY 20, 2018 AT 7:00 P.M.**

City Council Chambers
110 South Main Street
Springville, Utah 84663

CALL TO ORDER

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

CEREMONIAL AGENDA

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

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 Mayor's appointment of Karen Ellingson as an alternate to the Board of Adjustments
4. Approval of an Ordinance establishing the Hobble Creek Golf Course Committee – Craig Norman, Golf Pro

REGULAR AGENDA

5. Approval of the installation of a Flashing Beacon and Reconstruction of a raised median at US89 (Main Street) and 100 South, Springville – Brad Stapley, Public Works Director
6. Approval of an award for the installation of a flashing beacon and reconstruction of raised median at US-89 (Main Street) and 100 south to Quicksilver Concrete, Inc. in the amount of \$21,070.00 – Brad Stapley, Public Works Director

7. Approval of an award and three year contract for Data Backup and Recovery System Solutions to CVE Technologies Group Inc. in the amount of \$82,566.00 – John Gleave, Information Services Manager
8. Consideration of approving the installation of a cell tower at Rotary Park by Zeal Broadband – Troy Fitzgerald, City Administrator
9. Consideration of preliminary approval of the Sumsion Springs Subdivision – Glen Goins, Community Development Director
10. Consideration of a Resolution approving a water share exchange agreement between Springville City and Jay Garlick – John Penrod, Assistant City Administrator/City Attorney
11. Consideration of accepting a property donation of approximately 3.19 acres of property located in Left-Hand Fork of Hobbles Creek Canyon – John Penrod, Assistant City Administrator/City Attorney

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

CLOSED SESSION

12. 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 Utah Code Annotated Section 52-4-205.

ADJOURNMENT

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s/s - Kim Rayburn, CMC, City Recorder



STAFF REPORT

DATE: February 20, 2018
TO: The Honorable Mayor and City Council
FROM: Craig Norman, Golf Professional
SUBJECT: **Establish the Hobble Creek Golf Course Committee**

RECOMMENDED ACTION

Motion to Approve Ordinance No __-2018 adopting Title 5-17-101 through 5-17-105 of the Springville City Code establishing the Hobble Creek Golf Course Committee

BACKGROUND

Approximately three years ago, an ad hoc golf course committee was established to study operational issues related to Springville City's Hobble Creek Golf Course and provide advisory recommendations to the Springville City Council concerning the golf course's operations

DISCUSSION

The Mayor and City Council have found the expertise and recommendations of the Hobble Creek Golf Course ad hoc committee beneficial to establishing golf course policy and the continued operations of the golf course.

The Mayor and City Council desire to make the Hobble Creek Golf Course Committee a permanent committee that will meet regularly to discuss golf course operational issues and provide advisory recommendations to the City Council for the purpose of helping the City Council make future decisions regarding the Hobble Creek Golf Course.

ALTERNATIVE

Do nothing and continue in the same path.

FISCAL IMPACT

None

Attachments: Proposed Ordinance

Ordinance #XX-2018

AN ORDINANCE ADOPTING TITLE 5-17-101 THROUGH 5-17-105 OF SPRINGVILLE CITY CODE ESTABLISHING THE A PERMANENT HOBBLE CREEK GOLF COURSE COMMITTEE; ~~AN ADISORY BOARD REGARDING GOLF COURSE ISSUES.~~

~~WHEREAS, approximately three years ago, there has been an ad hoc golf course committee was established to study operational issues related to Springville City's Hobble Creek Golf Course and provide advisory recommendations to the Springville City Council concerning the golf course's operations; and substantial interest in the Golf Course; and~~

~~WHEREAS, the Mayor and City Council have found the expertise and recommendations of the Hobble Creek Golf Course ad hoc committee beneficial to establishing golf course policy and the continued operations of the golf course; and desires to have these issues thoroughly studied;~~

WHEREAS, the Mayor and City Council desire to make the Hobble Creek Golf Course Committee a permanent committee that will meet regularly to discuss golf course operational issues and provide advisory recommendations to the City Council for the purpose of helping the City Council make future decisions regarding the Hobble Creek Golf Course.

NOW, THEREFORE, be it resolved by the City Council of Springville City that the following Permanent Committees be established as directed.

SECTION 1: SECTIONS ADOPTED: Sections 5-17-101 through 105 of the Springville City Municipal Code is hereby adopted to read and provide as follows:

5-17-101 Committee Established

There is hereby established a Hobble Creek Golf Course Committee; hereby known as the Golf Committee, which shall have between five (5) and nine (9) members. All shall be appointed by the Mayor, with the approval of the City Council from recommendations of the Head Professional, Assistant Professional and the Greens Superintendent. Members of the Golf Committee shall serve without compensation, except that the City may make provision for payment of necessary expenses incurred by them in carrying out the duties specified in this Chapter.

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

5-17-102 Term of Office

Each member of the Golf Committee, except the City Council members who serve on the Golf Committee, shall serve for a term of three (3) years and until his successor is appointed (provided that the members first appointed shall be appointed for such terms that the terms of the members shall be staggered to expire every two years). The term of the City Council members who sit on the Golf Committee shall be for two (2) year segments concurrent with the term on the Council. The term of office of each member shall commence on the first day of April in the year in which such member is appointed. Golf Committee members serve at the

pleasure of the City Council. Vacancies shall be filled in the same manner as the original appointment for the unexpired term.

5-17-103 Organization

The Golf Committee shall elect its own chairman and secretary and may appoint all other officers as necessary, for terms of one (1) year, and may adopt rules and regulations for the conduct of its business. The Golf Committees should meet as often as necessary to conduct necessary business. Written minutes shall be kept of each meeting and the minutes shall be forwarded to the City Council for their review. The Golf Committee shall be an advisory board only.

5-17-104 Powers and Duties

Duties of the Hobble Creek Golf Course Committee shall include the following:

- (1) Review existing golf programs of the City and recommend and changes, additions or deletions to the City Council;
- (2) Review the current condition of the Course and make recommendations regarding the order of potential capital improvements to renew the course and clubhouse condition to the City Council;
- (3) Review the existing fee structure and recommend changes, if any, to the City Council; and
- (4) Perform any other duties deemed appropriate and assigned by the Mayor.

5-17-105 Qualifications

All members of the Golf Committee shall be residents of the City of Springville.

SECTION 2: EFFECTIVE DATE: This ordinance will become effective one day after publication hereof in the manner required by law.

SECTION 3: 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 City this 20th day of February, 2018.

Richard J. Child, Mayor

ATTEST:

Kim Rayburn, City Recorder



STAFF REPORT

DATE: February 13, 2018

TO: Mayor and City Council

FROM: Bradley D. Stapley, Director of Public Works

SUBJECT: INSTALLATION OF FLASHING BEACON AND RECONSTRUCTION OF RAISED MEDIAN US-89 & 100 SOUTH – UDOT COOPERATIVE AGREEMENT – AMENDMENT #1

RECOMMENDED ACTION

Motion to approve **Amendment #1** of a Cooperative Agreement between the Utah Department of Transportation (UDOT) and Springville City for the purpose of the installation of a center of roadway Rectangular Rapid Flashing Beacon (RRFB) and reconstruction of the raised center median on Highway 89 at 100 South in Springville, Utah.

GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

The Springville City General Plan's Transportation and Circulation section lists the following goal:

To provide and maintain a vibrant multi-modal transportation network that encourages flow, safety, and a consideration for the aesthetics of the community.

SUMMARY OF ISSUES/FOCUS OF ACTION

This **Amended** Cooperative Agreement (see Exhibit 1) between UDOT and Springville City will increase the crosswalk safety of pedestrians crossing Main Street (Highway 89) at the tee intersection of 100 South street.

DISCUSSION

Traffic volumes on Main Street at 100 South are approaching 30,000 vehicles per day. The crosswalk at 100 South is a popular crossing point for citizens visiting the City's public library (on the east side of Main Street), the City Civic Center Complex and the very popular Splash Pad (located on the west side of Main Street).

In 2016 solar-powered curb-side RRFB's were installed at this crosswalk to increase pedestrian crossing safety, however due to the width of Main Street and ever-present curb-side parking, the City Council requested additional safety measures be added to this crosswalk area.

City Public Works staff working closely with UDOT personnel have acquired funding to modify the center median and install a center RRFB that will sync with the two existing curb-side flashing beacons. This center RRFB will be seen by traffic in both directions when the curb-side flashing beacons are activated (via push button by a pedestrian).

The center median will be modified to accommodate the new RRFB. This modification will cause the abandonment of the center left turn pocket at 100 South that is used by northbound Main Street traffic making a U-turn movement to go southbound on Main Street at 100 South as shown in the diagram below.



FISCAL IMPACT

Up to ~~\$20,000.00~~ **\$21,000.00** is available from UDOT to complete this project. The low bid for this project came in at \$36,575.00.

Main Street Median Reconfiguration Project at 100 South Bid Results

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT
				Quick Silver		Van Con	
1	Mobilization	1	LS	\$3,800.00	\$ 3,800.00	\$32,000.00	\$ 32,000.00
2	Traffic Control	2	LS	\$1,500.00	\$ 3,000.00	\$10,000.00	\$ 20,000.00
3	Remove Concrete Curb	168	LF	\$10.00	\$ 1,680.00	\$8.00	\$ 1,344.00
4	Remove Concrete (6-9" depth)	33	SQ YD	\$45.00	\$ 1,485.00	\$25.00	\$ 825.00
5	Remove Asphalt Pavement	5	SQ YD	\$50.00	\$ 250.00	\$300.00	\$ 1,500.00
6	Sign Base	1	EA	\$750.00	\$ 750.00	\$250.00	\$ 250.00
7	Type B3 Curb	253	LF	\$35.00	\$ 8,855.00	\$25.00	\$ 6,325.00
8	Stamped Colored Concrete	150	SQ YD	\$98.00	\$ 14,700.00	\$65.00	\$ 9,750.00
9	Plowable End Section	10	SQ YD	\$125.00	\$ 1,250.00	\$175.00	\$ 1,750.00
10	Restore Landscaping	7	SQ YD	\$115.00	\$ 805.00	\$85.00	\$ 595.00
					\$ 36,575.00		\$ 74,339.00

Items #8 and # 10 will be removed from the contract and completed as follows:

- Item #8, Stamped Colored Concrete, will be replaced with topsoil provided and installed by City personnel from the City's Public Works compost yard.
- Item #10, Restore Landscaping, will be completed by the City's Buildings & Grounds Department, with funding for ground cover vegetation (similar to existing) and irrigation pipelines/drip-lines to be funded through Public Works operations budgets.

The City has already purchased the center Rectangular Rapid Flashing Beacon assembly for this project.



STAFF REPORT

DATE: February 13, 2018

TO: Mayor and City Council

FROM: Bradley D. Stapley, Director of Public Works

SUBJECT: INSTALLATION OF FLASHING BEACON AND RECONSTRUCTION OF RAISED MEDIAN US-89 & 100 SOUTH – AWARD OF CONTRACT

RECOMMENDED ACTION

Motion to award a contract for the purpose of the installation of a center of roadway Rectangular Rapid Flashing Beacon (RRFB) and reconstruction of the raised center median on Highway 89 (Main Street) at 100 South in Springville, Utah, to Quicksilver Concrete, Inc., in the amount of \$21,070.00, and authorize the Director of Public Works to issue a Notice to Proceed for the project.

GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

The Springville City General Plan's Transportation and Circulation section lists the following goal:

To provide and maintain a vibrant multi-modal transportation network that encourages flow, safety, and a consideration for the aesthetics of the community.

SUMMARY OF ISSUES/FOCUS OF ACTION

This contract between Quicksilver Concrete, Inc. and Springville City will increase the crosswalk safety of pedestrians crossing Main Street (Highway 89) at the tee intersection of 100 South street.

The full-width raised center median will be extended into the existing left-turn pocket, and a Rectangular Rapid Flashing Beacon (RRFB) will be installed at the end of the median extension, enhancing the effectiveness of the two RRFB's that are currently located curb-side at the end of the existing crosswalk (see Figure 1).

DISCUSSION

Traffic volumes on Main Street at 100 South are approaching 30,000 vehicles per day. The crosswalk at 100 South is a popular crossing point for citizens visiting the City's public library (on the east side of Main Street), the City Civic Center Complex and the very popular Splash Pad (located on the west side of Main Street).

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The low bid for this project came in at \$36,575.00, as shown below.

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- Item #10, Restore Landscaping, will be completed by the City's Buildings & Grounds Department, with funding for ground cover vegetation (similar to existing) and irrigation pipelines/drip-lines to be funded through Public Works operations budgets.

The City has already purchased the center Rectangular Rapid Flashing Beacon assembly for this project.

With the removal of Items #8 and #10, the cost of the project will drop to \$21,070.00. UDOT has committed \$21,000.00 in safety funding to this project.



STAFF REPORT

DATE: February 1, 2018

TO: The Honorable Mayor and City Council

FROM: John Gleave, Information Services Manager

SUBJECT: **RFP REQUEST FOR DATA BACKUP & RECOVERY SYSTEM SOLUTIONS FOR SPRINGVILLE CITY INFORMATION SERVICES DEPARTMENT.**

RECOMMENDED ACTION

Award CVE Technologies Group, Inc. a contract obtained through an RFP request for Data Backup & Recovery Systems Solutions for the Springville City Information Services Department.

BACKGROUND

The Springville City Information Services department has been using CVE Technologies Group data backup service to backup critical server data since 7/29/13. Over the past 4 ½ years our critical City data has been successfully backed up and when needed data was restored using CVE service.

CVE Technologies Group gave notice the end of 2017 that due to mergers in the technology field the current CVE solution would no longer be available to their customers beginning April 1st, 2018. CVE informed us they have found a new partner for data backup and recovery in a company called Cohesity.

At the request of City Administrator Troy Fitzgerald the Information Services department put out a RFP for Data Backup & Recovery System Solutions that would meet the current and potential future needs to backup, store and retrieve all City data in a secure and protected environment.

Following the guidelines of the RFP Springville City received a total of five proposals.

CVE Technologies Group	\$82,566.00
Les Olsen Company	\$86,422.00
InfraScale	\$91,440.00
BorderLAN	\$96,755.00
Stratoguard	\$135,476.00

CVE Technologies Group came in with the lowest price meeting and in some areas exceeding the requirement of the RFP. CVE has a certified State of Utah contract number for purchasing which satisfies the purchasing process and their three years leasing terms fall in line with the current budgeted dollars in the Information Services budget for data backup and recovery.

With the new service we will have the ability to back up ALL (not just mission critical) data produced by the City network system. Backed up data will be available on site and also stored in a cloud solution to ensure recovery. The system if awarded can be installed and running before CVE Technologies Group terminates their old data backup system.

ALTERNATIVES

The Council can decide not to award a contract to CVE Technologies Group for Data Backup and Recovery but the Information Services department would not have the tools or resources to back up and restore any of our current data.

FISCAL IMPACT

Currently the Information Services department has an approved budget of \$1,900.00 per month for data backup and recovery. Using CVE Technologies Group old system we were able only afford to backup critical server data. With the new CVE Technologies Group using Cohesity we now have full control over backing up ALL City data both in-house and cloud based.

The three year contract for both equipment, Cohesity software and support price out at \$1,866.94 per month which fall within our budgeted dollars. After three years we own the equipment and have the option to review our backup needs and grow the system if needed.

REQUEST FOR PROPOSALS
THIS IS NOT AN ORDER RETURN ORIGINAL KEEP ONE COPY

RFP # 2018-01
PURCHASE OF A DATA BACKUP & RECOVERY SYSTEM SOLUTION FOR
SPRINGVILLE CITY, UTAH

Return your Bid in PDF format to briddle@springville.org OR three paper copies in an envelope, sealed and clearly marked on the outside with RFP #2018-01 shown to:

CITY OF SPRINGVILLE
FINANCE DEPARTMENT
ATTN: BRUCE RIDDLE
110 SOUTH MAIN STREET
SPRINGVILLE, UT 84663

Bids must be received and logged in prior to the date and time indicated. Bids will not be accepted after:

10:00 a.m. January, 30, 2018

For Technical Information Contact:
John Gleave Information Services Manager
Email: jgleave@springville.org
Phone: (801) 491-7810

Delivery Requirement:

FAILURE TO SIGN THIS SECTION WILL DISQUALIFY YOUR RESPONSE

The undersigned agrees to furnish the articles and/or services listed in this document at the prices and terms stated, subject to the requirements of this Request for Proposal including, but not limited to, the standard contract terms and conditions:

Firm Name	
Signature	
Printed Name	
Date	Phone
Fax	
Email	Website



**REQUEST FOR PROPOSAL (RFP # 2018-01)
FOR
DATA BACKUP & RECOVERY SYSTEM SOLUTION FOR
SPRINGVILLE CITY, UTAH**

DUE: 10:00 a.m. Tuesday, January 30, 2018

I. Background

Incorporated in 1853, Springville City is a community of approximately 33,000 residents located in south Utah County. Springville is a full-service city providing a range of municipal services including: administration, police, fire/EMS, municipal court, street maintenance/snow removal, parks, recreation, library, art museum, golf course and utility services (electricity, water, sewer, storm water, solid waste and recycling). The City operates under the six-member council form of government within Utah State law.

The City of Springville, Utah, hereafter referred to as the “City,” is requesting proposals for the purchase and implementation of a new data backup, recovery, archival, and retrieval system solution, hereafter referred to as the “Backup Solution.” The Backup Solution shall include hardware, software, installation, implementation, consultation, service, maintenance, and training on the proposed solution for the appropriate Information Technology staff. Information on the Backup Solution and requirements for submitting a proposal are included in this Request for Proposals (the “RFP”).

II. Project Goals

The purpose of this project is as follows: Due to unforeseen end of life with our current data backup plan we will need a new plan put in place no later than April 1, 2018. By this date we will expect to have a system in place running daily backups.

In order to find a qualified source to provide data backup of all of the servers (both physical and virtual environments). Our goal with purchasing The Backup Solution is to:

- Goal 1: Backup all of our current data on 25 server (including virtual), including operating systems, programs/applications, databases, and raw data files.
- Goal 2: Manage backed up files to verify/ensure the data is sound and not corrupt.

- Goal 3: Allow specific data backups to be encrypted and stored both locally as well as offsite (typically a cold storage).
- Goal 4: Provide the ability to retrieve stored data quickly and easily

The objective of this Request for Proposal is to locate a source that will provide the best overall value to the City. While price is a significant factor, other criteria will form the basis of our award decision, as more fully described in the Evaluation Factors section of this Request for Proposal below.

Vendors responding to this Request for Proposal (RFP) should understand the goals that City seeks to realize as a result of this project, which are outlined as follows:

- Simplify backup and recovery administration and operations
- Reduce Recovery Time Objectives (RTO)
- Support multiple hypervisors (VMWare, Hyper-V)
- Maximize storage and network efficiencies through use of data compression and deduplication
- Lower overall data-protection costs

III. Submission of Proposals

Vendors must complete the Vendor Questionnaire, Requirements Matrix, and Pricing Sheet.

The following submission guidelines & requirements apply to this Request for Proposal:

1. First and foremost, only qualified individuals or firms with prior experience on projects such as this should submit proposals in response to this Request for Proposal.
2. Bidders must list at least 2 projects that are substantially similar to this project as part of their response, including references for each. Examples of work should be provided as well.
3. A technical proposal should be provided that is not more than 20 pages. This technical proposal must provide an overview of the proposed solution.
4. A price proposal must be provided that is not more than 2 pages. This price proposal should indicate the overall fixed price for the project.
5. Proposals must be signed by a representative that is authorized to commit bidder's company.
6. If you have a standard set of terms and conditions, please submit them with your proposal. All terms and conditions will be subject to negotiation.
7. Proposals must remain valid for a period of 60 days.

Evaluation Factors

The City will rate proposals based on the following factors, with cost being the most important factor:

- Responsiveness to the requirements set forth in this Request for Proposal

- Additional features that are included with the backup solution
- Cost, including an assessment of total cost of ownership
- Technical assistance in implementing the backup solution
- Ability to guarantee that end of life support will not end any sooner than 6 years from the date of purchase

The City, IT department reserves the right to award to the bidder that presents the best value to the City as determined solely by Springville City IT Department in its absolute discretion. The City has the right to reject all proposals.

The preferred method of submitting your proposal is electronically in PDF format to: briddle@springville.org However, if you choose to submit hard copies, three copies of your proposal must be submitted to Bruce Riddle, Finance Director, at the address below:

Springville City
 Attn: Bruce Riddle
 Finance Director
 110 South Main St
 Springville, UT 84663

IV. Vendor Questionnaire

Please provide the following information about your company, experience and services. Please respond to each item and provide supporting documentation and/or exhibits as requested or desired.

REQUIREMENT	VENDOR RESPONSE
General	
Vendor Name Address Telephone	
Name of Contact Person Telephone Email	
How long has your solution been generally available? Where is this solution in its product	

lifecycle?	
Describe the relationship of the solution to any other products offered by your company. If your company sells more than one data-protection package, explain in detail why you are offering this specific package to City. Disclose any plans to transition users to new versions of the solution or to other data-protection packages sold by your company.	
Describe general characteristics that differentiate your company from others in the industry. Include any special advantages your company or your system may provide. For example, describe how your system and services support decision making, streamline tasks, reduce errors, and/or make personnel more productive.	
Describe your installed customer base, by industry, for your solution.	

Amount of Production Data to be Protected, and Replication Destination:

Data-Center	Prod. Data (TB)	Replication Dest.
SVC	12	Cloud Solution

Retention Periods	RPO, RTO SLAs	Backup Window
30-60 days local, 1 year on cloud	RPO: 24-hours RTO: 4-hours	6-hours

REQUIREMENTS

REQUIREMENT	VENDOR RESPONSE
<p>General Provide support for existing hardware, application, and OS environment, predominantly comprised of:</p> <ul style="list-style-type: none"> • Cisco, Dell, and Other servers • NetApp, Hitachi, and Dell storage • VMWare and Hyper-V virtualization • Windows and Linux platforms (SLES, RedHat, Ubuntu) 	
FUNCTIONALITY	
<p>General Provide support for the following recovery scenarios:</p> <ul style="list-style-type: none"> • Single-file • Single-VM (both when original VM is available, and when not available) • Mass-failure outage (datastore and/or data-center unavailability, etc.) 	
<p>Provide storage-level efficiencies, including software or hardware-based deduplication and / or compression.</p>	
<p>Provide auto-detection / addition of new VMs.</p>	

Provide secure replication per unit (per backup, client, group, etc.).	
Provide encryption-at-rest capabilities.	
Provide role-based access / LDAP / AD integration.	
Provide Amazon S3, Microsoft Azure Cloud, or other cloud based storage provider.	
PERFORMANCE	
Provide support for a minimum RPO of 24-hours, and a minimum RTO of 4-hours.	
Provide 'mount from backup' functionality, allowing VMware and Hyper-V to connect and run from snapshots.	
Result in low-impact on client resources - CPU, memory, disk arrays, network, etc.	
RELIABILITY	
Provide high-availability and disaster-recovery options for the overall solution.	

SUPPORT	
24x7x4 support.	
MANAGEABILITY	
Provide role-based self-service: provisioning, snapshot/backup generation, recovery, etc.	

V. Pricing Sheet

PROJECT BUDGET

Vendors should explain their pricing strategy and breakdown for the following categories:

- Hardware cost
- Software costs
- Implementation costs
- Maintenance and support costs (see next section)

Vendors must state in their proposal any assumptions made about resources or tasks that must be provided or performed by City as part of the implementation project.

MAINTENANCE AND SUPPORT FEES

City recognizes that there may be on-going maintenance and support fees associated with owning the licensed software. Please specify the Vendor’s annual Support Services and Maintenance Fee for a period of six years. Maintenance fees shall begin 1 year from the date of the acceptance of the software. During first year the Vendor shall provide full support and maintenance services at no additional charge.

Year 1	To be included in software cost
Year 2	\$
Year 3	\$

Year 4	\$
Year 5	\$
Year 6	\$

Please describe in detail the services and resources provided under the annual Support Services and Maintenance Fee.

HELP LINE

A 24-hour local or 1-800 “Help Line” number is to be furnished by the selected Vendor for City to call for technical support issues. If this is not included in the support services contract please quote costs.

PRICE

Prices quoted shall remain valid for 60 days or proposal award, whichever comes first.

VI. Evaluation of Proposals

Right to Reject

City reserves the right to reject any and all proposals submitted and to request additional information from all proposers. Any contract awarded will be made to the proposer who, based on evaluation of all responses (applying all criteria and oral interviews if necessary) is determined to be the best to perform the audit.

VII. Sources of Information

The individual listed below may be contacted for information.

John Gleave, Information Services Manager

Phone: 801-491-7810

Email: jgleave@springville.org

ATTACHMENT 1

RFP #2018-01

**PURCHASE OF A DATA BACKUP & RECOVERY SYSTEM SOLUTION FOR
SPRINGVILLE CITY, UTAH**

TO: Springville City Corporation
Attn: Bruce Riddle
Finance Department
110 South Main Street
Springville, Utah 84663

The undersigned, having carefully read and considered the Request for Proposal to provide data backup & recovery system solutions for Springville City, does hereby offer to perform such services on behalf of the City, in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in said proposal.

OFFEROR

Company Name: _____

Doing business as: an individual a partnership a corporation a limited liability company (mark appropriate box), duly organized under the laws of the State of _____.

BY: _____
(Signature of authorized representative) (Please Print or Type Name)

PRINCIPAL OFFICE ADDRESS:

Street Address _____
City _____ County _____
State _____ Zip Code _____
Telephone (____) _____ FAX (____) _____

E-mail Address _____

TAXPAYER IDENTIFICATION NUMBER:

Employer I.D. No. _____ OR Social Security No. _____
(Corporation or Partnership) (Individual)

**ALL PROPOSALS MUST INCLUDE COVER SHEET, ATTACHMENT 1,
PROPOSAL CONTENT & EVALUATION REQUIREMENTS
LISTED IN THE RFP.**



STAFF REPORT

DATE: January 31, 2018

TO: The Honorable Mayor and City Council

FROM: John Gleave, Information Services Manager

SUBJECT: CONSIDERATION OF APPROVING A CELL TOWER AT ROTARY PARK ZEAL BROADBAND.

RECOMMENDED ACTION

Motion to approve a Cell Tower approximately 66 feet tall one site one or 72' tall on site two with a 4' x 4' concrete pad at Rotary Park with Zeal Broadband for the purpose of providing telecommunications services.

BACKGROUND

Springville City has been contacted by Justin Gould representing Zeal Broadband for approval to place a "Ham Radio Tower" at Rotary Park to provide wireless high speed internet to residents that live in Hobble Creek Canyon.

REQUEST

The request is to place an approximately 66 or 72 foot tower. Mr. Gould has presented two options for the placement of the tower. Both require a 4' x 4' slab of concrete. The first option would utilize the current pavilion for coverage. The second location could be installed behind pine trees in the back of the park. Pictures are provided at the end of this document. The receiver dish at the top of the tower is roughly the size of two steering wheels side-by-side. Two sets of receivers are required to send and receive the wireless signal.

FISCAL IMPACT

Term and Renewal. Springville City will receive a monthly fee of \$1,000. The term of the agreement is 5 years with a 5-year renewal option should both parties agree. After the initial 5-year term, either party may terminate by giving the other party a 180-day termination notice.

Indemnification and Insurance. Zeal Broadband is required to maintain liability, workers compensation, and property insurance coverage on the infrastructure.

Installation. Zeal Broadband will be required to follow all of City's excavation and other pertinent ordinances, policies, and standards and specifications in installing its infrastructure.

Permit Process – Zeal Broadband will follow the current permit policies for infrastructure installation.

Specifications – Zeal Broadband will be required to work with Springville Power to supply power to the infrastructure and will follow the current National Electric Code and the National Electrical Safety Code when installing and maintaining.

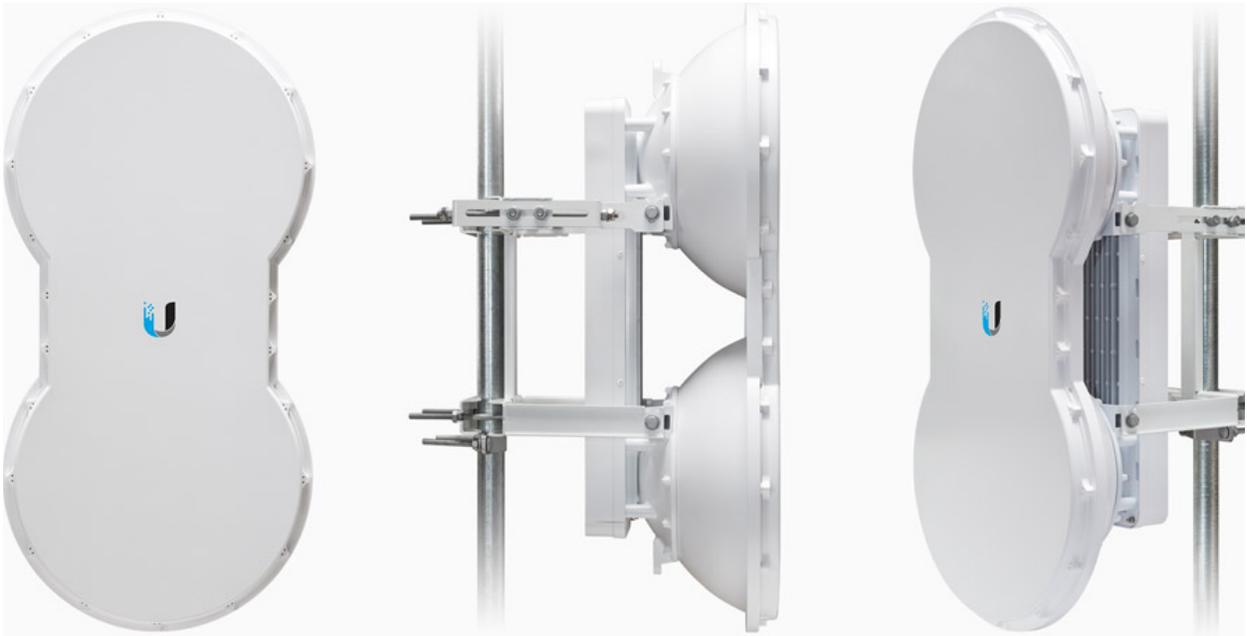
Attachments – Zeal Broadband will install and maintain all of its customer infrastructure equipment in a safe condition in compliance with the City's regulations. In emergency situations, the City may move Mr. Gould's listed company's infrastructure.

Payments – All payments required to be made under the Agreement shall be made within 45 days of receiving an invoice.

The type of tower that will be used



Type of equipment that will be installed on top of the Tower.



Example of the size



Rotary Park potential site one and two



Site 1 behind building



Site two behind trees



Springville City
110 South Main Street
Springville City, UT
84663

To whom it my concern:

We have written this letter for the council to both explain and request your approval for the installation of a ham radio tower. Which will be used solely to supply High speed Internet to Hobbble Creek Golf Course, Springville City entities up the canyon, two Boy Scouts of American camps and the residents that live in Hobbble Creek Canyon. Again, its sole purpose is ONLY for internet. No TV, cable or cell service equipment.

The thought on your minds right now is “ham radio tower?” The answer is YES! There is no need to install an enormous ugly cell tower in the canyon when the use of a much sleeker and definitely smaller ham radio tower can be. We have all seen and are grateful for the cell towers on top of mountains or even disguised in the city, but let’s be honest with each other; they are an eye sore and we do not wish to destroy the beauty of Hobbble Creek Canyon. We are on the same page as far as keeping the canyon beautiful for its residents as well as its many visitors that recreate in the canyon on Springville city properties and other locations.

We do however; desperately need reliable internet with modern up to date speeds to our homes. Twenty years ago, this was not the case as most of the few residents up here were using their properties for summer homes. Today in 2017, ninety-nine percent of homeowners up here live year round. The ages of Hobbble Creek Canyon residents range from weeks old to ninety something! Therefore, the need for internet is not going to diminish any time soon. In fact, the need will only increase as technology progresses.

With such variances in the geography up the canyon including the heights of trees, sides of mountains, the natural curves and turns that follow the Hobble Creek River make it cost prohibited for a regular internet company to provide service up here which leaves the choice to only of satellite. Unfortunately the amount of companies that provide Satellite are not as plentiful as the more common ones used in the city. Currently the few satellite services that are available up Hobble Creek Canyon are not reliable but mostly they are severely expensive, and are slow... worse than dial up....

Homework up the canyon is not effectively being finished at home due to the lack of speed and quality of internet. Our children currently have to go to friends' homes out of the canyon, the city library or even not sufficiently complete their assignments due to the poor quality and lacking of internet up here. To have the opportunity as most of you and your families do of all being at home together and simultaneously working on homework, hobbies, work, etc is exactly what we are asking you to help us achieve. Many have employment that requires internet at home, and more of the people with their own businesses have to take their revenue elsewhere for the availability of reliable and fast enough internet.

Hobble Creek Golf Course that we all love will benefit from a faster and more reliable internet. Springville City's entities will also benefit as information is collected from the water tanks, power substations, power meters etc. can be completed without the travel up the canyon, which saves time and money. The two treatment centers need reliable internet as well to stay profitable. A terrestrial internet solution will allow for proper emergency services dispatch via GPS, which is not readily available with most satellite providers. People that live up here with their own businesses that have taken their revenue elsewhere will be able to bring them back to Springville City. There are still developed home lots for sale up Hobble Creek Canyon that would sell if high-speed internet were available to them. Essentially, allowing us the access to the very small piece of ground up the canyon gives both the residents, businesses and Springville City with its entities an updated, desperately needed tool for success, growth and peace of mind.

One site up Hobble Creek Canyon that we need your approval for access and installation is at Rotary Park, which turning left at the Y in the road after the Golf Course, is immediately on the right hand side of the road. There are two options for the tower placement. The first would have no disturbance to the land i.e. a hole dug and filled with a 4'x4'x4' slab of cement and would utilize the pavilion for camouflage. The second option has the tower installed behind the tall pine trees with the hole dug in the back of the park.

The tower needs to be approximately 20 meters tall and will be well hidden by either the pines or pavilion with minimal visual appearance as you are driving by the park. The receiver dish is roughly the size of two steering wheels side by side and the tower at Rotary Park will need two of them, one for receiving the signal from out of the canyon and one to send the signal

further up the canyon. The installation will be per the Utah County's specs and regulations. The tower will require approximately 120 watts of power to it so that it can provide power to the two receivers.

We will be willing to pay a monthly lease fee of \$1000 for the term of the lease that will be renewable. The term of the lease that we are requesting is 5 years from the date that we break ground for the tower mounting pad. We will need to have 24X7 access to the towers location for maintenance if needed.

We sincerely appreciate your time and attention to this matter and are confident your positive answer will be advantageous for all parties involved.

Tower Location at Rotary Park



Tower Closer View



Closest Springville power pole at Rotary Pavilion to where the tower will be located



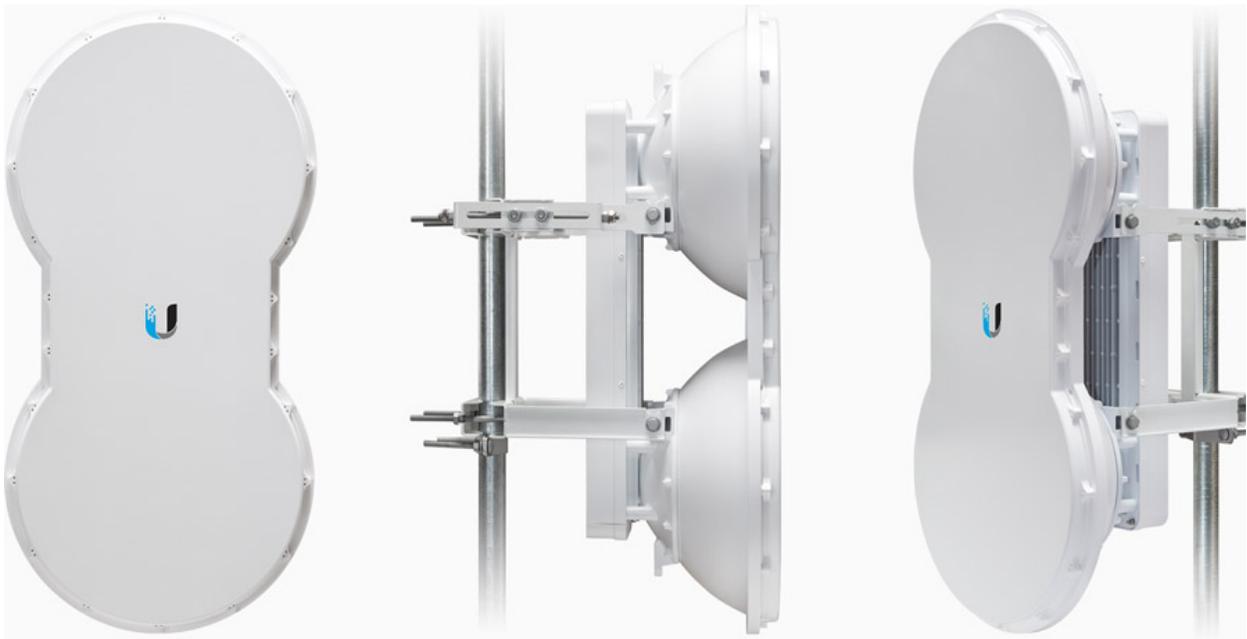
Example of the Tower pad size that will be needed 4'X4'



The type of tower that will be used



Type of equipment that will be installed on top of the Tower.



Example of the size





STAFF REPORT

DATE: February 13, 2018

TO: Honorable Mayor and City Council

FROM: Laura Thompson, City Planner

SUBJECT: WOODSPRINGS, LLC, SEEKING PRELIMINARY APPROVAL FOR THE SUMSION SPRINGS SUBDIVISION LOCATED IN THE AREA OF 900 SOUTH 950 WEST IN THE R1-10 RESIDENTIAL SINGLE-FAMILY AND WF-1 WESTFIELDS OVERLAY ZONES.

RECOMMENDED MOTION

Move to grant preliminary approval for Sumsion Springs Subdivision located in the area of 900 South 950 West in the R1-10 and WF-1 Zones.

SUMMARY OF ISSUES/FOCUS OF ACTION

Does the proposed preliminary plan meet the requirements of Springville City Code and the intent of the General Plan?

BACKGROUND

The proposed 95-lot single-family subdivision is located in the area of 900 South and 950 West and contains just over 27 acres.

The property falls within Westfields Overlay and has a base zoning designation of R1-10, allowing minimum 10,000 square foot single-family lots.

The developer has chosen to participate in the density bonus program, which will require the preliminary plans to be considered by both the Planning Commission and City Council.



DISCUSSION

The intent of the Westfields Overlay Zone is to help create attractive, diverse neighborhoods that include a wide variety of attached and detached quality housing. Densities in excess of the baseline density for the underlying zone may be considered for developments which comply with the density bonus program requirements up to a maximum of 40%. The Sumsion Springs development is seeking a 14% density bonus, which will allow for an additional 12 units above the allowed base density and the utilization of a mix of housing types/development standards.

Density Bonus Requirements

Developers requesting densities greater than the baseline density, must comply with two (2) or more of the bonus density requirements which are; at least one of the requirements of the “Parks, Open Space and Other Public Lands” and the “Building Materials” categories with a minimum participation of at least 3% in each category.

Note: As of present, the developer hasn’t finalized the specific design features to be used towards the density bonus.

Density Bonus Category	Density Bonus Improvement	Bonus %
Parks and Open Space Fees in lieu of park land and improvements	For parcels that are too small for development of a park meeting the minimum City standard of 5 acres, a fee in lieu may be paid at the rate of the value of the land per acre plus improvements totaling no less than the amount per acre established by resolution and approved by the City Council and be prorated at 1.2% density bonus for the equivalent value of 1% land and development costs up to a maximum of 12% density bonus.	3%
Building Materials	a. A density bonus of 5% shall be given where 25% of the gross facade elevation includes brick or stone on detached single-family and attached two-family dwellings.	5%
Design Features	To be determined...	6%
TOTAL DENSITY BONUS		14%

Housing Mix Requirements

A range of housing densities and types is an objective of Springville City for the Westfields. In order to help insure this mix occurs, developers participating in the density bonus program will be required to meet the following requirements listed on the table below. The percentages shown in bold parentheses are the proposed housing mix for the Sumsion Springs development. The developer has chosen not to include two-unit or multi-unit dwellings.

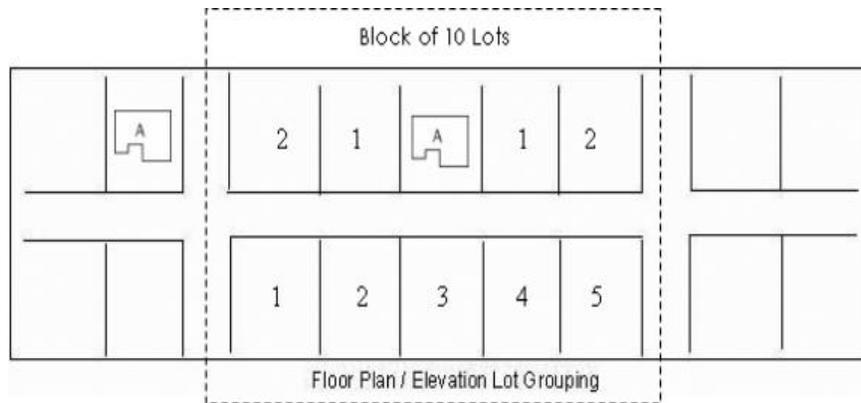
Zone	The % of land that must be developed at Base Zoning Designation	Additional % of land that must be developed as single-family detached dwellings	Maximum % of land that may be developed as duplexes or twin homes	Maximum % of land that may be developed under RMF-1 Development Standards	Maximum % of land that may be developed under RMF-2 Development Standards
R1-10	25% (26.3%)	45% (73.6%)	15%	30%	

Number of lots meeting the “base” R1-10 zoning designation = 25 lots
 R1-8 zoning designation = 10 lots
 R2/single-family (min 7,000 sf) = 60 lots

Minimum Performance Standards

Section 11-5-404 of Springville City Code lists the minimum performance standards that every development in the Westfields Overlay Zone must meet, in addition to any density bonus improvements.

- 1) The following are minimum standards for single-family detached dwellings, twin homes or duplexes developed in the Westfields:
 - a) The same elevation may not be used on the adjacent two (2) lots on either side of the subject property or the five (5) lots across the street from the subject property on any block length, as illustrated below.



- b) No garage shall occupy more than forty percent (40%) of the total building frontage. This measurement does not apply to garages facing on a carriage way, or set back at least twenty feet (20') from the front of the house or that are side loaded.
- c) In any lot with street frontage of sixty feet (60') or less that includes a carriage way, all required parking shall be accessed from the carriage way. The required parking shall be set back a minimum of five feet (5') from the rear property line.

- d) Front loaded garages on lots with street frontage of sixty feet (60') or less must be set back a minimum of twenty feet (20') from the required front setback of the house.
- e) Single-family detached houses may have a roof pitch of no less than five to twelve (5:12).
- f) All walls which face a public street must contain at least twenty-five percent (25%) of the wall space in windows or doors. However, on homes that have side-loaded garages, all walls which face a public street must contain at least twenty percent (20%) of the wall space in windows or doors.
- g) Primary entrances shall face the public street and sidewalk.
- h) Windows shall not be flush with exterior walls. They shall be recessed or treated with a trim.
- i) Building materials shall be applied in consistent amounts on the front and side wall elevations of houses on interior lots and all wall elevations of the houses on corner lots. In no case shall the percentage of building materials vary greater than ten percent (10%) on those elevations where consistent amounts are required.

DEVELOPMENT REVIEW COMMITTEE (DRC)

The Development Review Committee reviewed the preliminary plan on November 9, 2017 and provided the applicant with a copy of redlined comments on the submitted plans and checklist. Any items not addressed or any additional revisions needed are listed below in the "POST DRC COMMENTS" section.

POST DRC COMMENTS

There are a few remaining engineering revisions to be made in regards to the proposed storm drain system that will continue to be worked on and resolved prior to submitting for final approval.

PLANNING COMMISSION REVIEW

The Planning Commission considered the preliminary plan on January 23, 2018 as part of the consent agenda.

COMMISSION ACTION:

Commissioner Mertz moved to grant preliminary approval for the Sumsion Springs Subdivision located in the area of 900 South 950 West in the R1-10 Residential Single-Family and WF-1 Westfields Overlay zones. Commissioner Farrer seconded the motion. Approval was unanimous.

Commission Vote

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

ALTERNATIVES

1. Approve the development as proposed.
2. Conditionally approve the proposal.
3. Deny approval of the proposal.

Laura Thompson
City Planner

Attachments

cc: David Simpson

SUMSION SPRINGS

A RESIDENTIAL SUBDIVISION
 SPRINGVILLE, UTAH
 PRELIMINARY PLAN SET
 JANUARY 2018

-SHEET INDEX-

SHEET	SHEET NAME
1	COVER
2A & 2B	OVERALL BOUNDARY
3A & 3B	OVERALL SITE PLAN
4A & 4B	EXISTING TOPOGRAPHY
5A & 5B	BUILDABLE AREAS
6A & 6B	STORM DRAIN & SEWER LAYOUT
7	ALTA/NSPS LAND TITLE SURVEY – (BY OTHERS)
8	ALTA/NSPS LAND TITLE SURVEY – (BY OTHERS)
DT-01	DETAIL SHEET
DT-02	DETAIL SHEET
DT-03	DETAIL SHEET

OWNER/DEVELOPER
 DAVID SIMPSON
 801-376-1966
 407 N. MAIN STREET
 SPRINGVILLE, UT 84663

NOTES:
 1. SITE IS LOCATED IN FEMA FLOOD MAP AREA NUMBER:
 4955170360A. SEE SHEET 4 FOR FEMA FLOOD ZONE MAP.
 2. UNDERGROUND LAND DRAINS THAT MUST BE RELOCATED TO
 EXISTING OUTFLOW.

SWPPP NOTES:

1. TRACKING PAD WILL BE BUILT USING 2"-FRACTURED ROCK AS SOON AS FOUNDATION IS BACK FILLED. ALL VEHICLES WILL ENTER THE SITE AT THIS POINT.
2. INSTALL A 3" CURB CUT BACK ON THE PARK STRIP FROM THE PROPERTY LINE TO PROPERTY LINE AS SOON AS FOUNDATION IS BACK FILLED.
3. PORTABLE TOILET MUST BE PLACED, PROPERLY ANCHORED BEHIND THE SIDEWALK OR 8' AWAY FROM CURB OR EDGE OF ASPHALT.
4. CONCRETE WASH OUT. DESIGNATE AREA AND TRAIN SUB-CONTRACTORS TO WASH CONCRETE, STUCCO AND PAINT IN THE WASH OUT AREA.
5. IF USING A CONCRETE PUMP TRUCK, A WATER TIGHT CONTAINER WILL BE PLACED UNDER THE HOPPER TO CATCH CONCRETE SPILLS AND WASH OUT WATER.
6. SEDIMENT BAGS. PLACE BAGS IN THE GUTTER NEAR THE DOWN STREAM PROPERTY LINE AND PROTECT INLETS NEAR THE CONSTRUCTION SITE.
7. SILT FENCE OR EARTH BERM TO BE INSTALLED PERPENDICULAR TO THE DOWN HILL SLOPES.
8. IF NECESSARY, A PERIMETER CONTROL FENCE IWLL BE INSTALLED AROUND THE PROJECT TO CHANNEL ACCESS TO THE SITE THROUGH THE TRACKING PACK.
9. DUMPSTER. GARBAGE MUST BE CONTAINED AND REMOVED REGULARLY.
10. STREET SWEEPING. STREET AND GUTTERS WILL BE SWEEPED AT THE END OF THE WORK DAY OR AS NEEDED.
11. DUST CONTROL. TAKE NECESSARY ACTIONS TO KEEP DUST DOWN.

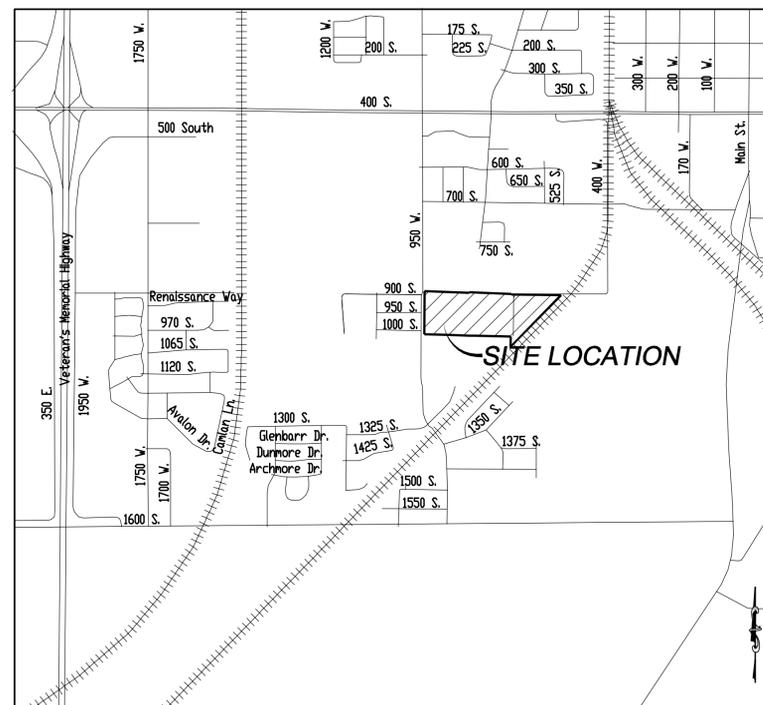
ELECTRICAL NOTES:

1. DEVELOPER SHALL COORDINATE ALL POWER DESIGN AND INSTALLATION WITH THE ELECTRICAL DEPARTMENT, JORDAN BEHUNIN 801-489-2750, jbehunin@springville.org.
2. DEVELOPER SHALL PROTECT ALL EXISTING ELECTRICAL FACILITIES AND OPERATING CLEARANCE REQUIREMENTS.
3. ALL EXISTING PUBLIC UTILITY EASEMENTS (PUE) AND EXISTING ELECTRICAL FACILITIES SHALL BE PRESERVED BY THE DEVELOPER.
4. DEVELOPER SHALL INSTALL ELECTRICAL SYSTEM AS PER SPRINGVILLE CITY POWER DEPT. SPECIFICATION MANUAL.
 (<https://www.springville.org/power/files/2017/09/electrical-reqs-standards-manual-9-11-17.pdf>)
5. DEVELOPER SHALL PROVIDE (PUE) ON ALL SIDES OF PROPERTY.
6. DEVELOPER SHALL SHOW METER BASE AND TRANSFORMER LOCATIONS.
7. NO ELECTRICAL EXTENSION FEES WILL BE MADE AVAILABLE UNTIL SUBDIVISION IS FINALIZED AND PRIMARY POWER PLAN IS CREATED BY SPRINGVILLE CITY POWER. ONCE THE SUBDIVISION IS RECORDED, PLEASE NOTIFY THE POWER DEPARTMENT AND ALLOW TWO WEEKS FOR PRIMARY POWER PLAN TO BE CREATED.

LEGEND

(APPLIES TO ALL SHEETS)

	SECTION CORNER
	SET 5/8" IRON PIN
	CALCULATED POINT, NOT SET
	EXISTING POWER POLE
	EXISTING FIRE HYDRANT
	EXISTING STREET LIGHT
	PROPOSED STREET LIGHT
	PROPOSED FIRE HYDRANT
	PROPOSED SIGN
	PROPOSED STREET SIGN
	PROPOSED CLUSTER MAILBOX
	PROPERTY BOUNDARY
	CENTERLINE
	RIGHT-OF-WAY LINE
	LOT LINE
	SECTION LINE
	EASEMENT
	EXISTING DEED LINE
	EDGE OF PAVEMENT
	EXISTING OVER HEAD POWER
	EXISTING FENCE LINE
	EXISTING DITCH
	EXISTING SANITARY SEWER W/MANHOLE
	EXISTING CULINARY WATERLINE
	EXISTING PRESSURIZED IRRIGATION
	PROPOSED PVC SDR-35 SEWER W/MH
	PROPOSED CULINARY WATERLINE
	PROPOSED PRESSURIZED IRRIGATION
	PROPOSED RCP STORM DRAIN
	PROPOSED 4" SEWER LATERAL
	PROPOSED 3/4" CULINARY WATER LATERAL
	PROPOSED 6" VINYL FENCE



VICINITY MAP
 -NTS-

SUMSION SPRINGS



PHONE: 801-655-0566
 FAX: 801-655-0109
 946 EAST 800 NORTH
 SUITE A
 SPANISH FORK, UT 84660

DATA TABLE
 ZONE CLASSIFICATION=R-1-10
 TOTAL ACREAGE=27.42 ACRES
 TOTAL # OF LOTS=95
 ACREAGE IN LOTS=18.68 ACRES
 ACREAGE IN OPEN SPACE=0.00 ACRES
 ACREAGE IN ROADS/DRIVEWAYS=8.74 ACRES

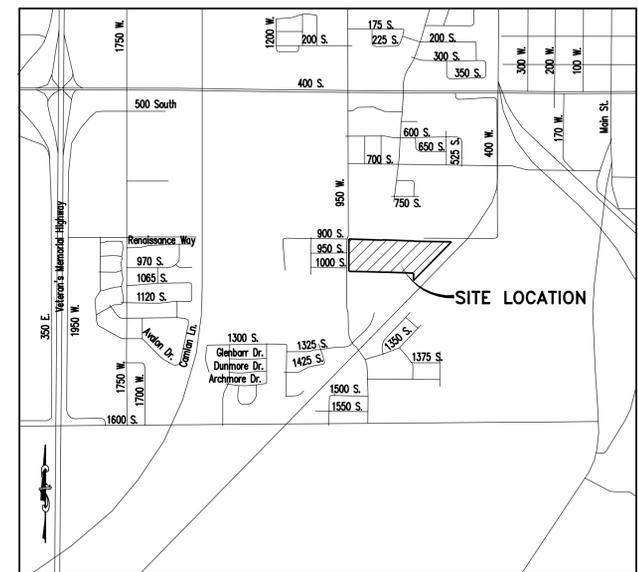
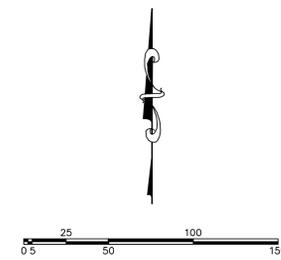
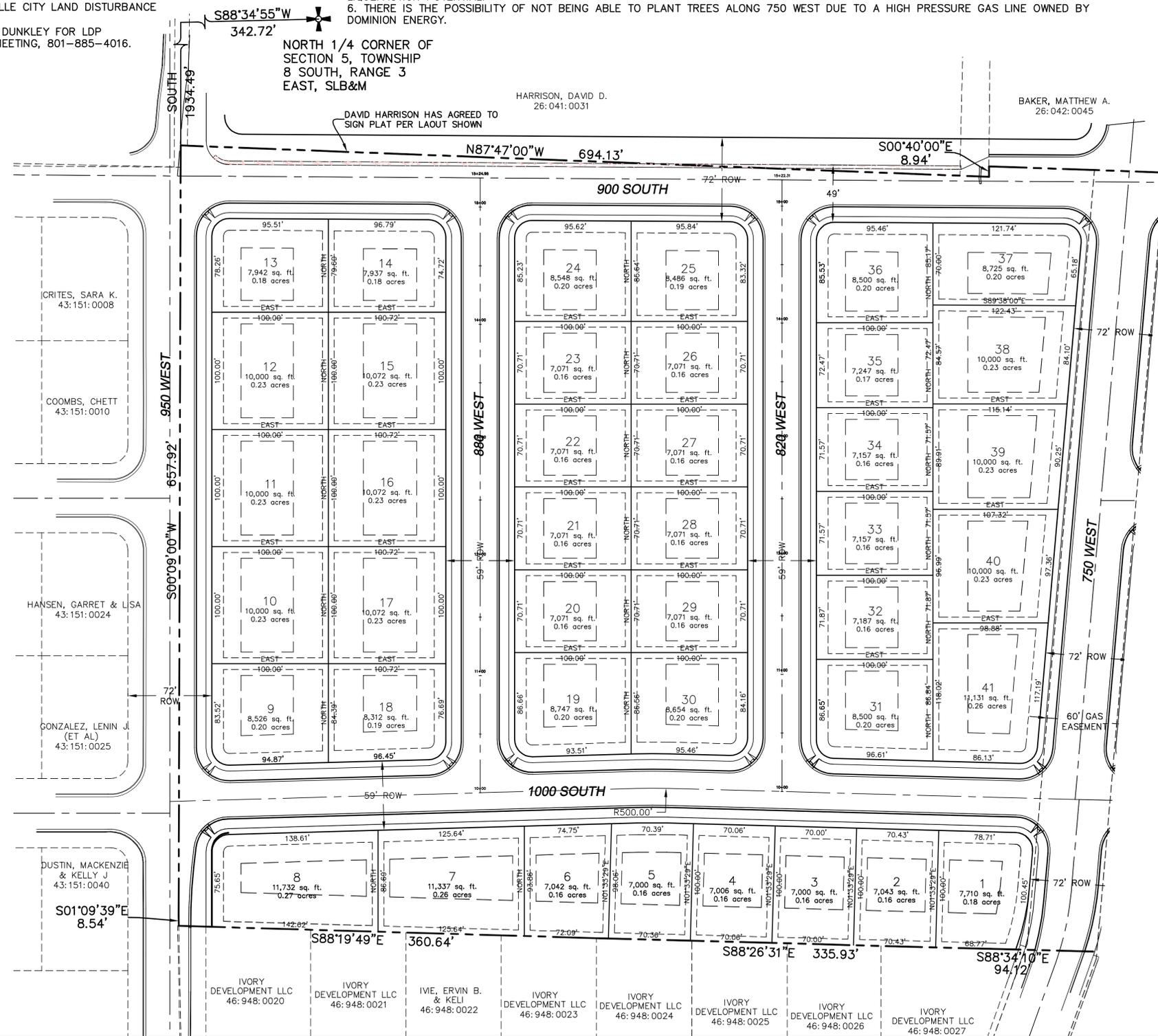
SWPPP NOTES
 1. SUBMIT SWPPP DOCUMENT USING THE LATEST VERSION OF UTAH STATE TEMPLATE.
 2. PROVIDE SWPPP DRAWING AND EROSION CONTROL PLAN.
 3. OBTAIN NOI FROM STATE OF UTAH.
 4. OBTAIN SPRINGVILLE CITY LAND DISTURBANCE PERMIT (LDP).
 5. CONTACT BRENT DUNKLEY FOR LDP PRE-APPLICATION MEETING, 801-885-4016.

OWNER/DEVELOPER
 DAVID SIMPSON
 801-376-1966
 407 N. MAIN STREET
 SPRINGVILLE, UT 84663

NOTES
 1. IF CENTURY LINK HAS ANY FACILITIES IN THE AREA, ALL RELOCATION COSTS OF CENTURY LINK FACILITIES CAUSED BY THE DEVELOPMENT ARE THE SOLE RESPONSIBILITY OF THE DEVELOPER/OWNER.
 2. FOR THIS DEVELOPMENT THIS WILL REQUIRE COMPLETE CONSTRUCTION OF THE PORTION TO BE ADDED, AND A 1.5"-MILL AND OVERLAY FOR THE EXISTING PORTION OF THE ROAD, PROVIDED THAT A LICENSED GEOTECHNICAL ENGINEER PROVES THAT THE EXISTING STRUCTURAL SECTIONS MEETS ALL CURRENT CITY STANDARDS (BOTH DEPTH OF MATERIAL AND SOIL CLASSIFICATION).
 3. DEVELOPER WILL NEED TO CORE AND HAVE A GEOTECHNICAL ENGINEER VERIFY THAT THE EXISTING STREET STRUCTURAL SECTION MEETS OR EXCEEDS THE CITY'S MIN. STANDARD (3" AC ON 8" ROADBASE ON 18" SUBBASE). IF PAVEMENT SECTION DOES NOT MEET/EXCEED CITY'S STANDARD SECTION (BOTH DEPTH AND CLASSIFICATION OF MATERIAL) THEN DEVELOPER WILL NEED TO RECONSTRUCT THE EXISTING PORTION TO THE CITY'S MIN. STANDARDS.
 4. MULTIPLE LAND DRAINS AND IRRIGATION FACILITIES CROSS THE PROPOSED DEVELOPMENT. THESE WILL NEED TO BE ADDRESSED TO THE SATISFACTION OF THE SIGD AND WRITTEN APPROVAL PROVIDED TO THE CITY FROM SIGD.
 5. PROPERTY HAS HIGH GROUND WATER, THEREFORE NO BASEMENTS WILL BE ALLOWED. PROPERTY ALSO BELIEVED TO HAVE HIGH LIQUEFACTION POTENTIAL.
 6. THERE IS THE POSSIBILITY OF NOT BEING ABLE TO PLANT TREES ALONG 750 WEST DUE TO A HIGH PRESSURE GAS LINE OWNED BY DOMINION ENERGY.

LEGAL DESCRIPTION
 BEGINNING AT A POINT WHICH LIES S88°34'55"W 342.72 FEET AND SOUTH 1934.49 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN;
 AND RUNNING THENCE S00°09'00"W 657.92 FEET; THENCE S01°19'39"E 8.54 FEET; THENCE S88°19'49"E 360.63 FEET; THENCE S88°26'31"E 335.93 FEET; THENCE S88°34'10"E 94.12 FEET; THENCE S88°33'53"E 551.17 FEET; THENCE S00°20'00"W 155.19 FEET; THENCE N44°30'55"E 965.46 FEET; THENCE N45°29'05"W 100.00 FEET; THENCE ALONG THE ARC OF A 334.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 68.98 FEET, (THE CHORD BEARS N51°24'06"W 68.86 FEET); THENCE N89°20'00"W 539.58 FEET; THENCE N00°38'03"E 8.82 FEET; THENCE N88°00'12"W 658.12 FEET; THENCE S00°40'00"E 8.94 FEET; THENCE N87°47'00"W 694.13 FEET TO THE POINT OF BEGINNING. CONTAINS 27.71 ACRES.

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	334.00	68.98	68.86	N 51°24'06" W	11°50'02"



SHEET NO.
2A

OVERALL BOUNDARY
JANUARY 2018

SPRINGVILLE, UTAH
COUNTY, UTAH

SUMSION SPRINGS
 A RESIDENTIAL SUBDIVISION

ATLAS ENGINEERING
 L.L.C.

PHONE: 801-655-0566
 FAX: 801-655-0109
 946 EAST 800 NORTH
 SUITE A
 SPANISH FORK, UT 84660

NO.	REVISIONS	BY	DATE
12			
11			
10			
9			
8			
7			
6			
5			
4			
3			
2			
1			

Z:\2017\17-030_Sumision_Springs_Subdivision_CADD\PRELIMINARY\02-OVERALL BIND.dwg 1/17/2018 11:35:14 PM JST

DATA TABLE
 ZONE CLASSIFICATION=R-1-10
 TOTAL ACREAGE=27.42 ACRES
 TOTAL # OF LOTS=95
 ACREAGE IN LOTS=18.68 ACRES
 ACREAGE IN OPEN SPACE=0.28 ACRES
 ACREAGE IN ROADS/DRIVEWAYS=8.74 ACRES

- SWPPP NOTES**
1. SUBMIT SWPPP DOCUMENT USING THE LATEST VERSION OF UTAH STATE TEMPLATE.
 2. PROVIDE SWPPP DRAWING AND EROSION CONTROL PLAN.
 3. OBTAIN NOI FROM STATE OF UTAH.
 4. OBTAIN SPRINGVILLE CITY LAND DISTURBANCE PERMIT (LDP).
 5. CONTACT BRENT DUNKLEY FOR LDP PRE-APPLICATION MEETING, 801-885-4016.

OWNER/DEVELOPER
 DAVID SIMPSON
 801-376-1966
 407 N. MAIN STREET
 SPRINGVILLE, UT 84663

BAKER, MATTHEW A.
 26:042:0045

- NOTES**
1. IF CENTURY LINK HAS ANY FACILITIES IN THE AREA, ALL RELOCATION COSTS OF CENTURY LINK FACILITIES CAUSED BY THE DEVELOPMENT ARE THE SOLE RESPONSIBILITY OF THE DEVELOPER/OWNER.
 2. FOR THIS DEVELOPMENT THIS WILL REQUIRE COMPLETE CONSTRUCTION OF THE PORTION TO BE ADDED, AND A 1.5"-MILL AND OVERLAY FOR THE EXISTING PORTION OF THE ROAD, PROVIDED THAT A LICENSED GEOTECHNICAL ENGINEER PROVES THAT THE EXISTING STRUCTURAL SECTIONS MEETS ALL CURRENT CITY STANDARDS (BOTH DEPTH OF MATERIAL AND SOIL CLASSIFICATION).
 3. DEVELOPER WILL NEED TO CORE AND HAVE A GEOTECHNICAL ENGINEER VERIFY THAT THE EXISTING STREET STRUCTURAL SECTION MEETS OR EXCEEDS THE CITY'S MIN. STANDARD (3" AC ON 8" ROADBASE ON 18" SUBBASE). IF PAVEMENT SECTION DOES NOT MEET/EXCEED CITY'S STANDARD SECTION (BOTH DEPTH AND CLASSIFICATION OF MATERIAL) THEN DEVELOPER WILL NEED TO RECONSTRUCT THE EXISTING PORTION TO THE CITY'S MIN. STANDARDS.
 4. MULTIPLE LAND DRAINS AND IRRIGATION FACILITIES CROSS THE PROPOSED DEVELOPMENT. THESE WILL NEED TO BE ADDRESSED TO THE SATISFACTION OF THE SIDG AND WRITTEN APPROVAL PROVIDED TO THE CITY FROM SIDG.
 5. PROPERTY HAS HIGH GROUND WATER, THEREFORE NO BASEMENTS WILL BE ALLOWED. PROPERTY ALSO BELIEVED TO HAVE HIGH LIQUEFACTION POTENTIAL.

LEGAL DESCRIPTION
 BEGINNING AT A POINT WHICH LIES S88°34'55"W 342.72 FEET AND SOUTH 1934.49 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN;
 AND RUNNING THENCE S00°09'00"W 657.92 FEET; THENCE S01°19'39"E 8.54 FEET; THENCE S88°19'49"E 360.63 FEET; THENCE S88°26'31"E 335.93 FEET; THENCE S88°34'10"E 94.12 FEET; THENCE S88°33'53"E 551.17 FEET; THENCE S00°20'00"W 155.19 FEET; THENCE N44°30'55"E 965.46 FEET; THENCE N45°29'05"W 100.00 FEET; THENCE ALONG THE ARC OF A 334.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 68.98 FEET, (THE CHORD BEARS N51°24'06"W 68.86 FEET); THENCE N89°20'00"W 539.58 FEET; THENCE N00°38'03"E 8.82 FEET; THENCE N88°00'12"W 658.12 FEET; THENCE S00°40'00"E 8.94 FEET; THENCE N87°47'00"W 694.13 FEET TO THE POINT OF BEGINNING. CONTAINS 27.71 ACRES.

SHEET NO.

2B

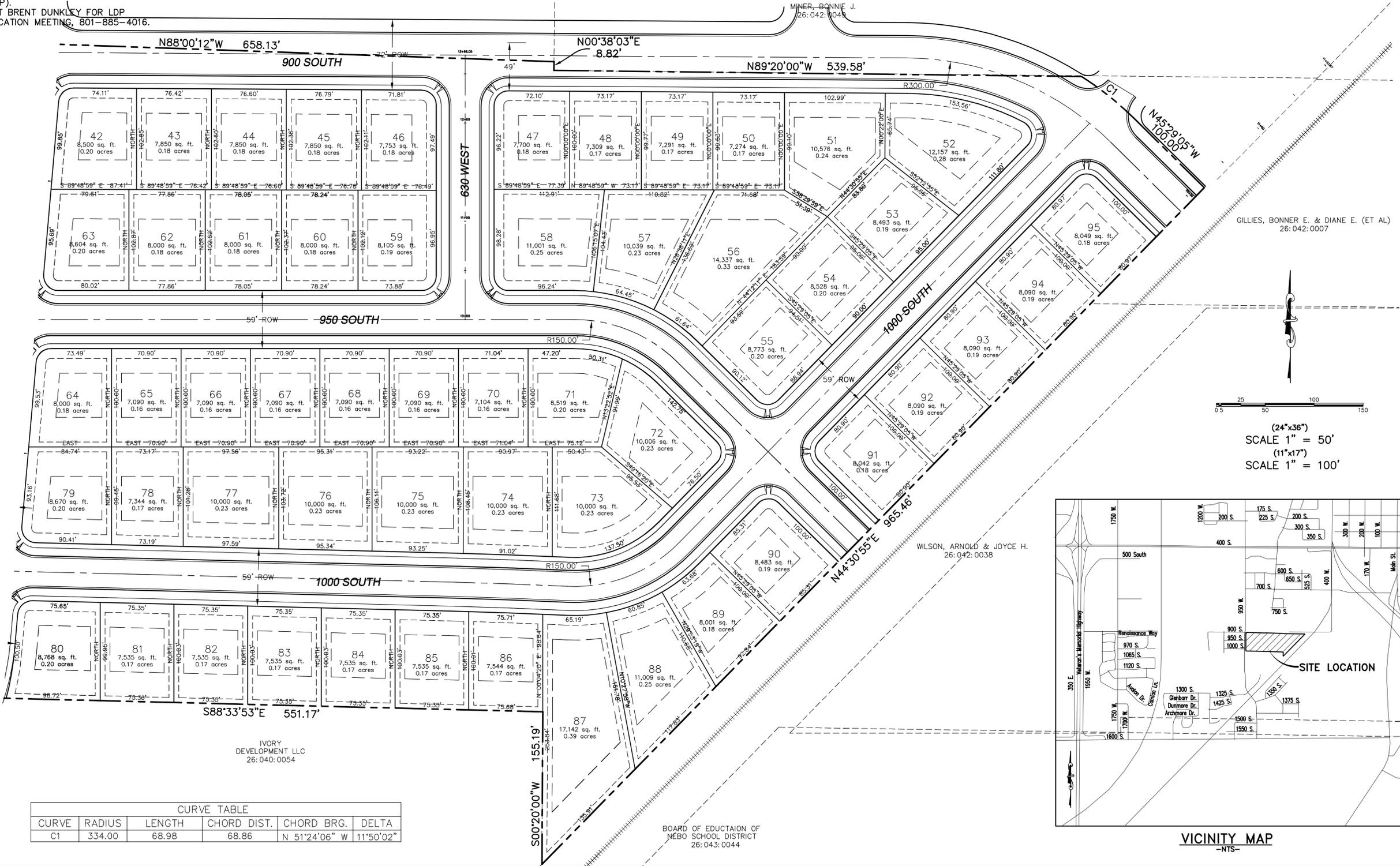
OVERALL BOUNDARY
 JANUARY 2018

SPRINGVILLE, UTAH
 COUNTY, UTAH

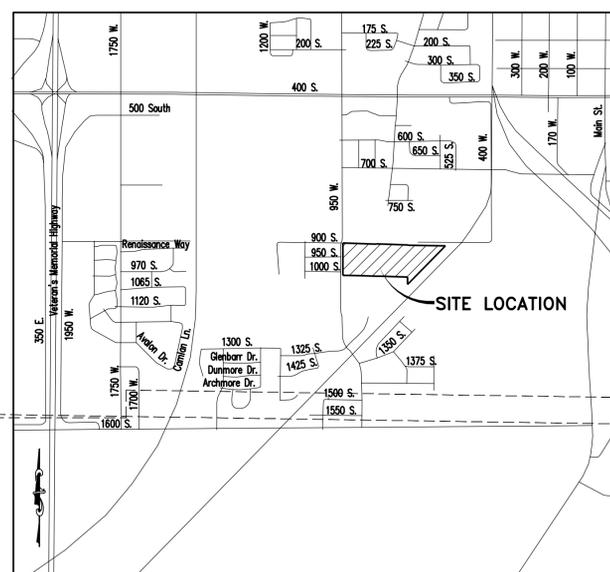
SUMSION SPRINGS
 A RESIDENTIAL SUBDIVISION

PHONE: 801-655-0566
 FAX: 801-655-0109
 946 EAST 800 NORTH
 SUITE A
 SPANISH FORK, UT 84660

ATLAS ENGINEERING
L.L.C.



(24"x36")
 SCALE 1" = 50'
 (11"x17")
 SCALE 1" = 100'





STAFF REPORT

DATE: February 14, 2018

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: **CONSIDERATION OF A RESOLUTION TO APPROVE A WATER SHARE EXCHANGE AGREEMENT BETWEEN SPRINGVILLE CITY AND JAY GARLICK IN WHICH THE CITY WILL EXCHANGE EAST BENCH CANAL COMPANY WATER SHARES FOR SPRINGVILLE IRRIGATION COMPANY WATER SHARES.**

RECOMMENDED MOTION

Move to approve Resolution No. _____ that authorizes the execution of a Water Share Exchange agreement wherein Springville City will receive 42.24 shares of Springville Irrigation Company water, totaling 168.96 acre-feet, for 110 shares of East Bench Canal Company water, totaling 112.64 acre-feet.

BACKGROUND

Jay Garlick contacted Springville City with the proposal that he would exchange 1.5 acre-feet of Springville Irrigation Company water for every 1.0 acre-feet of East Bench Canal Company water Springville City has in its water source portfolio. Springville City currently has 110 shares of East Bench Canal Company water. Accordingly, if the proposed agreement is approved, Springville City will receive 168.96 acre-feet of water for 112.64 acre-feet of water.

Even though a city is not allowed under the Utah Constitution to divest itself of water, a city may exchange water for a water source that supplies an equal value of water compared to the water exchanged by the city. Specifically, Article XI, Section 6 of the Utah Constitution states:

No municipal corporation, shall directly or indirectly, lease, sell, alien or dispose of any waterworks, water rights, or sources of water supply now, or hereafter to be owned or controlled by it; but all such waterworks, water rights and sources of water supply now owned or hereafter to be acquired by any municipal corporation, shall be preserved, maintained and operated by it for supplying its inhabitants with water at reasonable charges: **Provided, That nothing herein contained shall be construed to prevent any such municipal corporation from exchanging water-rights, or sources of water supply, for other water-rights or sources of water supply of equal value, and to be devoted in like manner to the public supply of its inhabitants.**

The proposed exchange of water under the proposed agreement has been reviewed by an expert water engineering firm to determine whether the exchange of water shares proposed in the agreement will be of at least equal value. In the case of the proposed agreement, Springville will be receiving a greater value of water.

Mr. Brian Andrew of Hansen, Allen & Luce has analyzed the exchange of water. His findings are:

1. The Utah Division of Water Rights lists the following water values for EBCC shares and SIC shares:
 - a. EBCC = 1.024 acre-feet per share.
 - b. SIC = 4.000 acre-feet per share.

2. Hansen, Allen & Luce has been part of a recent study of cost of water shares within Utah County. The study found the following values:
 - a. EBCC shares = \$1,000 to \$1,500 per share.
 - b. SIC shares = \$3,500 to \$5,000 per share.

Mr. Andrew's Technical Memorandum is attached to the proposed agreement. Mr. Andrew estimates that, in addition to receiving a greater quantity of water, Springville City will be receiving water shares with a monetary value of somewhere between \$147,840 to \$211,200 in exchange for shares valuing \$110,000 to \$165,000. Based on Mr. Garlick's offer and the analysis of Hansen, Allen & Luce, Springville City staff recommends the proposed exchange agreement.

Furthermore, the underlying source for the water rights attached to the EBCC shares is Spanish Fork River. The City will be giving up water from a source that is less desirable and useful to the City in exchange for a water that has water sources within Springville City.

The following is a summary of a few of the provisions in the agreement:

- Exchange. Springville will exchange 110 EBCC shares (112.64 acre-feet of water) for 42.24 SIC shares (168.96 acre-feet of water).
- Closing. Closing will take place within 45 days of the execution of the agreement.
- Warranties. Both parties will warranty that they have good and marketable title to the shares exchanged, with all outstanding fees paid.
- Remedies. In case of a breach of agreement, Mr. Garlick will not have any remedies for damages. His only remedy is to retain his SIC shares. The City maintains all legal rights and remedies.

No money will be paid by either party as part of the exchange.

ALTERNATIVES

Not approve the agreement and try for a better offer. Spanish Fork has shown interest in exchanging water it has in Springville for the EBCC water. If the City decides to exchange water with Spanish Fork, the water would have to be exchanged for equal value on both sides, which more than likely would be a worse deal than what Mr. Garlick is offering.

FISCAL IMPACT

None.

Attachments: Proposed Resolution and Agreement

RESOLUTION No. _____

A RESOLUTION APPROVING A WATER SHARE EXCHANGE AGREEMENT BETWEEN SPRINGVILLE CITY AND JAY GARLICK.

WHEREAS, Mr. Jay Garlick has made an offer to Springville City to exchange 42.24 shares of Springville Irrigation Company (“SIC”) water (totaling 168.96 acre-feet) for 110 shares of East Bench Canal Company water (totaling 112.64 acre-feet); and

WHEREAS, Hansen, Allen & Luce has done a technical review of the proposed transaction under the agreement and has found that Springville City will receive:

1. 1.5 acre-feet of water for every 1.0 acre-feet of water it exchanges, and
2. A monetary value of \$147,840 to \$211,200 in SIC shares and giving up a value of \$110,000 to \$165,000 in EBCC shares; and

WHEREAS, the Agreement follows the Utah Constitution in that Article XI, Section 6, of the Utah Constitution, states:

No municipal corporation, shall directly or indirectly, lease, sell, alien or dispose of any waterworks, water rights, or sources of water supply now, or hereafter to be owned or controlled by it; but all such waterworks, water rights and sources of water supply now owned or hereafter to be acquired by any municipal corporation, shall be preserved, maintained and operated by it for supplying its inhabitants with water at reasonable charges: **Provided, That nothing herein contained shall be construed to prevent any such municipal corporation from exchanging water-rights, or sources of water supply, for other water-rights or sources of water supply of equal value, and to be devoted in like manner to the public supply of its inhabitants; and**

WHEREAS, the proposed agreement does not violate the Utah Constitution because, under the agreement, Springville City will not dispose of any water but will exchange water shares for greater monetary value and quantity of water than the water it gives up; and

WHEREAS, the Springville City Council finds that the proposed agreement is in harmony with the City’s general plan, water master plan and other water objectives; will benefit the City; is in the public interest; and complies with the law.

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

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

SECTION 4. Effective Date. This resolution shall become effective immediately upon passage.

RESOLUTION #2018-XX

PASSED AND APPROVED this 20th day of February 2018.

Richard J. Child, Mayor

Attest:

Kim Rayburn, City Recorder

EXHIBIT A

PURCHASE AND SALE AGREEMENT

WATER SHARE EXCHANGE AGREEMENT

This Water Share Exchange Agreement (“Agreement”) is entered effective the ____ day of _____, 2018 (the “Effective Date”) by and among Springville City, Utah a municipal corporation (“Springville”), and Jay Garlick (“Garlick”). The parties may be collectively referred to herein as the parties or individually as a party.

RECITALS

A. Garlick owns 42.24 water shares of stock in the Springville Irrigation Company (“SIC”), representing 168.96 acre-feet of water.

B. Springville is a Municipal Corporation chartered by the State of Utah and possesses an extensive water service area.

C. Springville owns 110 water shares of stock in the East Bench Canal Company (“EBCC”), representing 112.64 acre-feet of water.

D. Garlick and Springville desire to exchange the above-mentioned water shares in that Garlick will trade his 42.24 shares of SIC water (totaling 168.96 acre-feet of water) to Springville for Springville’s 110 shares of EBCC water (totaling 112.64 acre-feet of water).

AGREEMENT

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

1. Transfer of Water Shares. Subject to the terms, conditions, and contingencies and in consideration of the mutual promises and covenants set forth in this Agreement: (a) Garlick agrees to transfer and convey 42.24 shares of SIC water (totaling 168.96 acre-feet of water) to Springville (the “SIC Shares”), and (b) Springville agrees to transfer and convey 110 shares of EBCC water (totaling 112.64 acre-feet of water) (the “EBCC Shares”). The transaction of under this agreement only involves the exchange of water shares. No money or other monetary consideration shall be exchanged between the parties. The transactions in this paragraph shall occur at the time of closing.

2. Exchange. At closing, Garlick shall properly execute, endorse and deliver to Springville the original share certificates underlying the conveyed water rights for the SIC Shares and Springville shall properly execute, endorse and deliver to Garlick the original share certificates underlying the conveyed water rights for the EBCC Shares (collectively referred to as the “Exchange”). Brian Andrew, P.E. with the engineering firm, Hansen Allen & Luce has evaluated the water shares involved in the Exchange, including the underlying water values attached to each share of SIC and EBCC shares. In evaluating the water, Springville, in consultation with Mr. Andrew, has determined that the exchange of EBCC Shares for SIC Shares will result in Springville ending up with approximately 56.32 acre-feet more than before the Exchange happening. The underlying water attached to one SIC share is 4.000 acre-feet of

water, and the underlying water attached to one EBCC share is 1.024 acre-feet of water. Under the Exchange, Springville is exchanging water at the exchange rate of 1.0 acre-feet of water for 1.5 acre-feet of water. Mr. Andrew's Technical Memorandum is attached as Exhibit A. The Exchange quantity at the Exchange rate will provide Springville with more than an equal value of water as required under Article XI Section 6 of the Utah Constitution.

3. Closing Conditions. The transaction under this Agreement is expressly conditioned upon satisfaction of the following conditions with respect to the shares involved:

a) Closing must take place within forty-five (45) days of this Agreement. In the event the Exchange does not take place within 45 days, this Agreement shall automatically terminate, unless the parties agree in writing to extend closing.

b) Springville City may elect not to finalize closing for any reason or no reason and without incurring any damages or penalties.

4. Costs and Expenses. Each party shall bear its own costs and professional fees related to the negotiation and performances required under this Agreement.

5. Garlick's Representations, Warranties, and Covenants. Garlick hereby represents, warrants, covenants and agrees as follows:

(a) Title. Garlick represents it has good and marketable title to the SIC Shares, which title is free and clear of all liens, encumbrances, reservations, restrictions, adverse claims, and outstanding fees.

(b) Use and Legal Compliance. The underlying water rights associated with the SIC Shares is not subject to forfeiture for any period of non-use and is in full compliance with all requirements applicable to relevant federal, state, and local laws, rules, and regulations with regard to the water rights and shares.

(c) No Violations. Garlick has not received any written notices from any governmental agencies or from Springville Irrigation Company with respect to any violations concerning the SIC Shares.

(d) No Proceedings. There are no attachments, levies, executions, assignments for the benefit of creditors, receivership, conservatorship, or voluntary or involuntary proceedings in bankruptcy (or pursuant to any other debt or relief laws) contemplated or filed by Garlick, or known by Garlick, pending or threatened in any current judicial or administrative proceedings against Garlick or any of the SIC Shares, or that the SIC Shares are part of or proceedings associated with the SIC Shares.

6. Springville's Representations, Warranties, and Covenants. Springville hereby represents, warrants, covenants, and agrees as follows:

(a) Title. Springville represents it has good and marketable title to the EBCC Shares, which title is free of outstanding fees. Besides, Springville City representing that it has

good and marketable title to the EBCC Shares and has paid all outstanding fees, Garlick agrees to take the EBCC Shares “as is, where is” without additional warranty.

(b) Use and Legal Compliance. Springville has no knowledge as to the use or non-use of the underlying water associated with the EBCC Shares. Springville provides no warranty as to the quality or quantity of EBCC Shares or the underlying water associated with the EBCC Shares.

(c) No Violations. Springville has not received any written notices from any governmental agencies with respect to any violations concerning the EBCC Shares.

7. Authority. The parties acknowledge that the individuals executing this Agreement and the instruments to be executed by each party pursuant to this Agreement on behalf of each party have the legal power, right, and authority to bind each party to the terms and conditions of this Agreement and such instruments.

8. Remedies. The only remedy that Garlick shall have against Springville in the event of Springville’s breach of this Agreement is that Garlick may retain the SIC Shares. Garlick shall have no claim to damages or any other remedies at law or equity. Springville shall have any and all legal rights and remedies at law and in equity against Garlick should Garlick breach this Agreement.

9. Notice. Any notice which this Agreement requires must be delivered as follows to such person either personally or by depositing it in the United States mail, certified mail, addressed to such person at the address set forth at the beginning of this Agreement, and the notice will be deemed complete when received. The parties to this Agreement may hereafter designate in writing a different address or person to whom such notices must be given.

Jay Garlick
1016 North Fort Canyon Road
Alpine, Utah 84004

Springville City
Attn: Troy Fitzgerald
110 South Main Street
Springville, Utah 84663

10. Brokerage/Indemnification. Neither party has entered into any contract or had any dealings regarding the purchase right or interest to be conveyed hereunder with a licensed real estate broker or any person who can claim a right to commission or finder’s fee as a result of the sale contemplated by this Agreement. Each party shall indemnify and hold the other harmless against and from any claims for a real estate commission or other fee with respect to the closing of this Agreement. This section shall survive Closing.

11. Attorney's Fees. In any action arising out of this Agreement, including without limitation, an alleged breach or default by any party, the prevailing party will be entitled to its costs and reasonable attorneys' fees incurred in such action. The venue for such an action shall be Utah County, Utah. This section shall survive Closing.

12. Time is of the Essence. Time is of the essence regarding the dates and time constraints set forth in this Agreement. This section shall survive Closing.

13. Governing Law. This Agreement is governed by, construed, and enforced in accordance with the laws of the State of Utah.

14. Successors and Assigns. This Agreement and all of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.

15. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by the parties.

16. Assignability. No assignment of this Agreement shall be allowed absent the written consent of the parties, which consent may not be unreasonably withheld.

17. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement or which are necessary and proper to make effective the provisions of and transaction contemplated by this Agreement

18. Warranties to Survive the Closing. All representations, warranties, covenants and indemnities of the parties contained herein shall survive the Closing and shall not be deemed merged in any document delivered pursuant hereto.

19. Captions. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

20. Relationship. None of the terms or provisions of this Agreement shall be deemed to create a partnership among the parties, nor cause them to be considered as a principal, agent, employer or employee. This Agreement is not intended, nor shall it be construed, to create any third-party beneficiary rights in any person or entity.

21. Counterparts. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument. The parties agree that signatures transmitted by e-mail or facsimile shall be binding as if they were original signatures

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding, representation, or agreement of the parties regarding the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Dated this _____ day of _____, 2018.

SPRINGVILLE CITY

JAY GARLICK

By: _____

Richard J. Child
Springville City Mayor

Attest:

Kim Rayburn, Springville City Recorder

Exhibit A

TECHNICAL MEMORANDUM

DATE: October 23, 2017
TO: Jeffrey Anderson, P.E.
City Engineer
Springville City
110 South Main Street
Springville, Utah 84663

FROM: Brian Andrew, P.E.
Hansen, Allen & Luce, Inc. (HAL)
859 West South Jordan Pkwy - Suite 200
South Jordan, Utah 84095

SUBJECT: Water Trade Proposal – East Bench Canal Company

PROJECT NO.: 260.11.200



We have received the following water trade proposal involving irrigation company shares owned by Springville City. As requested, we have reviewed the proposal as it relates to Springville City Water Rights.

BACKGROUND

Proposal

Mr. Jay W. Garlick submitted the following water trade proposal to City Staff:

"I, Jay W. Garlick, will trade 1.5 acre-feet from Springville Irrigation for 1 share of East Bench Irrigation which is one acre-foot per share. A contract needs to be put into place and the number of shares of East bench. I, Jay W. Garlick, need to know the number of shares of East Bench that the city of Springville are willing to Trade.
Thanks, Jay W. Garlick 801-836-2458"

Mr. Garlick clarified this proposal during a personal communication with Brian Andrew. Mr. Garlick stated that he proposes to trade 1.5 acre-feet of SIC for 1.0 acre-feet of EBCC.

Canal Company Water Share Value

The Division of Water Rights lists the following values for irrigation company shares.

East Bench Canal Company (EBCC)	= 1.024 ac-ft/share
Springville Irrigation Company (SIC)	= 4.000 ac-ft/share

East Bench Canal Company Shares

Springville City currently owns shares in several irrigation companies. The shares of East Bench Canal Company currently owned by Springville City are summarized in the following table.

Table 1 – East Bench Canal Company Shares Owned by Springville City

Date Tendered	Development Name	Share #	# of Shares
08/19/08	Cal Finley Subdivision	9140	1
11/08/05	Clarity Farms Subdivision	8055	3
10/17/01	Sunrise Ridge	9071	19
05/27/01	Sunrise Ridge Plat C	9069	9
06/14/00	Sunrise Ridge B	9046	29
09/24/99	Sunrise Ridge Phase 1	9011	40
11/15/96	Crandall Estates	6311	9
TOTAL:			110

EVALUATION

Water Volume Amount

The basic proposal is to trade 1.0 ac-ft of EBCC for 1.5 ac-ft of SIC. Based on the information listed previously, the water trade proposal is evaluated as follows:

EBCC Water Valuation: (110 shares x 1.024 ac-ft/share) = 112.64 ac-ft
 SIC Water Value: (1.5 ac-ft/1.0 ac-ft x 112.64 ac-ft) = 168.96 ac-ft
 Equivalent # of SIC Shares: (168.96 ac-ft / 4.0 ac-ft/share) = 42.24 SIC Shares

In summary the proposed water trade is:

Springville City will trade 110 shares (112.64 ac-ft) of East Bench Canal Company to Mr. Garlick for 42.24 shares (168.96 ac-ft) of Springville Irrigation Company.

Market Value

Based on information available to HAL, the recent value for irrigation water developed as part of a study completed within Utah and Salt Lake valleys is on the order of \$1,000/share to \$1,500/share for EBCC and \$3,500/share to \$5,000/share for SIC giving the following valuation.

EBCC Market Value: (110 shares x \$1,000/share to \$1,500/share)
 = \$110,000.00 to \$165,000.00
 SIC Market Value: (42.24 shares x \$3,500/share to \$5,000/share)
 = \$147,840.00 to \$211,200.00

RECOMMENDATION

Under the terms of the trade proposal the City will receive more water for their shares of EBCC. EBCC water is not readily accessible to Springville City water sources making SIC shares more attractive for present needs. Under these conditions we recommend pursuing this water trade opportunity and sending Mr. Garlick a contract for the specified trade.

Please call should you have any questions regarding the information provided herein.

Sincerely:

Brian J. Andrew

Brian J. Andrew, M.S., P.E.
 Project Manager



STAFF REPORT

DATE: February 14, 2018

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF ACCEPTING A PROPERTY DONATION OF APPROXIMATELY 3.19 ACRES OF PROPERTY LOCATED IN LEFT-HAND FORK OF HOBBLE CREEK CANYON.

RECOMMENDED MOTION

Move to approve accepting a quitclaim deed for a property donation of approximately 3.19 acres of property with Parcel No. 16:060:0018 in left-hand fork of Hobble Creek Canyon contingent upon a clean title report as determined by city staff.

BACKGROUND

Dave Simpson recently contacted the City to offer a property donation from his client of approximately 3.19 acres of property located in left-hand fork of Hobble Creek Canyon. The property is located approximately one-half mile north of the Rotary Park on the west side of the road.



The subject property has mostly steep contours with a flat area immediately off the road that has dimensions of approximately 30 feet by 100 feet. Besides the property right off of the road, there are a couple of other somewhat flat areas, but the property is mostly steep mountainside property.

Staff does not currently know of any needs the City has for the property. However, staff recommends accepting the property to possibly use it for recreational purpose (i.e. a trailhead), some future purpose currently unknown, or to resale the property in the future.

Mr. Simpson's client wants to donate the property for tax reasons. The property was purchased for \$55,000, which purchase included water shares. The City would not be receiving any water shares.

ALTERNATIVES

Not accept the property donation.

FISCAL IMPACT

None.