



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 10 - Daylight Savings (clocks ahead one hour)
- Mar 12 - Work/Study meeting 5:30 p.m.
- Mar 19 - Work/Study meeting 5:30 p.m., City Council meeting 7:00 p.m.
- Apr 02 - Work/Study meeting 5:30 p.m., City Council meeting 7:00 p.m.

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

- a) Invocation - Councilmember Nelson
- b) Pledge of Allegiance - Councilmember Snelson
- c) Consent Agenda
 - 1. Approval of the minutes for the Budget Meeting held on January 29, 2019 and the work/study meeting from February 12, 2019.
 - 2. Approval of an amendment to the Approved Positions list - Corey Merideth, Recreation Director
 - 3. Approval of a Plat amendment for the Spring Pointe Retail Center, **Plat H**, which is an amendment of Lot 3-Plat A, located in the area of 500 North 2250 West in the HC-Highway Commercial Zone - Glen Goins, Community Development Director
 - 4. Approval of a Plat amendment for the Spring Pointe Retail Center, **Plat I**, which is an amendment to Plats F and G, located in the area of 500 North 2000 West in the HC-Highway Commercial Zone - Glen Goins, Community Development Director
 - 5. Approval of the Final Ashton Springs Subdivision, Plat 'A' located in the area of 900 S 750 W in the R1-10 Single-Family and WF-1 Westfield's Overlay Zones - Glen Goins, Community Development Director

3. **DISCUSSIONS/PRESENTATIONS**

- a) Speed Limit Study Results and Recommendations - Brad Stapley, Public Works Director
- b) Park Development - Bradley Neel, Building and Grounds Director
- c) Approved Positions List - Corey Merideth, Recreation Director

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

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

The Springville City Council may temporarily recess the 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 - POSTED 03/01/2019

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

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





CALL TO ORDER

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

1. Approval of the minutes for the Budget Meeting held on January 29, 2019 and the work/study meeting from February 12, 2019.
2. Approval of a Resolution and amendment to the Approved Positions list - Corey Merideth, Recreation Director
3. Approval of a Plat amendment for the Spring Pointe Retail Center, **Plat H**, which is an amendment of Lot 3-Plat A, located in the area of 500 North 2250 West in the HC-Highway Commercial Zone - Glen Goins, Community Development Director
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REGULAR AGENDA

6. Consideration of approving a Resolution and sewer agreement with the Olds Family Trust - John Penrod, Assistant City Administrator/City Attorney
7. Consideration of approving a Resolution and Interlocal Agreement with the Utah County Major Crimes Task Force - Scott Finlayson, Public Safety Director

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

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2 MINUTES OF THE BUDGET PLANNING WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL
HELD ON TUESDAY, **January 29,2019** AT 3:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,
4 SPRINGVILLE, UTAH.

6 Mayor Richard J. Child presided. In addition to Mayor Child, the following were present: Councilmember
Christopher Creer, Councilmember Jason Miller, Councilmember Michael Snelson, City Administrator Troy
8 Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director
Bruce Riddle and Deputy City Recorder Jennifer Grigg. Councilmember Craig Jensen arrived a few minutes
before 7:00 pm.

10 Also present at 5:00 pm were: Public Safety Director Scott Finlayson, Police Lieutenant Foster, Power
Director Leon Fredrickson, Public Works Director Brad Stapley, Building and Grounds Director Brad Neel,
12 Community Development Director Glen Goins, Library Director Dan Mickelson, Operations Manager Rod Oldroyd,
Golf Pro Craig Norman, and Museum of Art Director Rita Wright.

14 Excused: Councilmember Brett Nelson

16 **CALL TO ORDER-3:04 P.M.**

18 **DISCUSSIONS**

20 **Welcome**

Administrator Fitzgerald welcomed everyone to the meeting. He discusses these bullet points.

- 22
- One year budget
 - Our planning is looking 15-30 years into the future
 - As you contemplate the policies of today, what will their impact be in a very fuzzy future?
- 24

26 He introduced an interesting story about a man named David Asprey who became wealthy marketing a
coffee drink and plans to live to 180 years old. Calico Labs is owned by Google with a stated mission to overcome
28 death. Technology and life are moving at an unprecedented rate. Facebook, iPod and HDTV were brand new 15
years ago. What will life look like 15 years from now? Kai-Fu Lee, the Warren Buffet of China, predicts 40% of jobs
will be replaced by artificial intelligence including driving, cooking and serving. Amazon, Kroger and Walmart are
30 filing patents for robots and autonomous vehicles to deliver groceries. Councilmember Snelson suggested the
robot put them away. Yuval Noah Harari, in 2016, a Jewish philosopher, predicts data will become god and man
32 will become amoral. By 2050, man could buy a decade at a time; he calls man amoral and therefore another
species. In the last 100 years, society has affectively overcome war, disease and famine which have driven
34 innovation for thousands of years. What is next?

36 Administrator Fitzgerald recommended keeping in mind that as council and staff, we are planning 20-30
years into the future. He asked if cities should change infrastructure now for self-driving cars or add bike lanes for
future autonomous vehicles. He asked council if they had any questions. Mayor Child observed that predictions
38 are sometimes wrong because of practicality. Administrator Fitzgerald noted that Mr. Harari and Mr. Lee do not
think computers will replace humans in 50 years, but autonomous cars are going to be in fleets and taxis.
40 Councilmember Miller asked for open discussion time. Councilmember Creer said his mind is blown.

42 **Funds Forecast Discussion**

44 Director Riddle started his presentation on forecasting funds by saying revenue sources are broken into
two areas, governmental and business. Governmental revenue collecting activities include library, museum,
46 police, fire and administrative. Business-type activities are utilities including water, sewer and power. Almost all of
the money coming into the utility department is fee based, unlike the revenue for governmental activities. Taxes
make up most of the revenue source for governmental activities. Councilmember Miller asked about a breakdown
48 of service fees on utilities, Director Riddle answered power provides \$27 million, water, \$4 million and sewer \$3.5
million.

50 He continued by stating that there is some diversity in the general fund, but the driver of revenue in the
51 general fund is tax revenue. Transfers have a loose relationship with fees. Five percent of the general fund
52 revenue is by transfers from the business fund for general government services.

53 Mayor Child asked what percent of sales tax the city gets. Director Riddle answered the local option is
54 1%. The city keeps half and sends half to the state. Then the state collects that from all municipalities then
55 redistributes it back based on population. Councilmember Snelson asked about the turnaround. Director Riddle
56 answered two to three months. Mayor Child asked about the rest of the sales tax. Director Riddle said the state
57 gets 4% and UTA or general transportation gets the rest. Mayor Child stated the gas tax some comes back
58 through C funds. Administrator Fitzgerald added a basic understanding of this concept is important.

59 Director Riddle continued by showing a different breakdown of the general fund revenue. Almost 20%
60 comes from transfers, which could potentially be vulnerable depending on the state legislature. Another almost
61 20% comes from sales tax which is volatile. Councilmember Snelson asked if there are rumblings from the state
62 concerning transfers. Director Riddle answered about 10 years ago, a Kaysville resident starting asking the
63 legislature to stop business funds transfers to the general fund. So far, the legislature has required more
64 transparency, but still allows the transfers.

65 Director Riddle continued by stating that the Utah Economic Council reported 2018 had better than
66 anticipated economic growth. 2019 will be good, but not as good. Global growth and tax breaks added to that.
67 Utah had the highest job growth and the most diverse economy in the United States; 10 years of continued
68 growth, but will slow in 2019. He said 25% of our general fund revenue is tied to sales tax. The Economic Report
69 of the Governor predicts a 6% increase in retail sales because of internet sales tax coming back to the state.
70 Director Riddle stated that Community Development says it is as busy as it has been due to strong local demand
71 and development. He reported that the governor proposed a \$200 million sales tax cut in order to broadening the
72 base, lowering the rate, which Director Riddle agrees is sound tax policy. The changes in how the state collects
73 sales tax will affect how the city collects sales tax. Governor Herbert is suggesting taxing services previously not
74 taxed, which seems conservative. That is based on comparing sales tax to personal income since 1980.
75 Economists forecast that sales tax will shrink and basing government services on sales tax is not sustainable.
76 Administrator Fitzgerald said the cause is the shift from consumers buying products to consumers buying
77 services. A substantially larger portion of our income is being spent on services that are not being taxed.
78 Subscribing to a music or photo storage company has replaced buying CDs and prints.

79 Director Riddle stated the governor suggesting taxing services in addition to products. Recently, with the
80 opening of the 2019 Utah State Legislative Session, Speaker Wilson suggested a \$225 million sales tax cut and
81 reducing the sales tax rate from 4.7% to 2% while extending sales tax to services, not just products. We need to
82 be engaged as this new policy goes forward. Mike Schultz, a state legislator, is suggesting changes to the 50/50
83 formula. He suggests using the sales tax distribution formula to change the way municipality's zone; basing the
84 formula on population instead of commercial development. Administrator Fitzgerald stated the League of Cities
85 and Towns (LCT) are very involved. Cities like Mapleton could do well. Cities with massive car dealerships, could
86 suffer. Springville falls in the middle, with some new sales tax generators, like Smith's and increasing population.

87 Director Riddle stated the city could shift funding and hold taxpayers harmless. He considers tying sales
88 tax to land use troubling. He concluded his forecasting funds for revenue presentation by addressing the .25%
89 increase for transportation tax recently passed by the county. It will be affective April 1st and the county keeps the
90 revenue. The county keeps the revenue for the first 3 months. Sales tax in Springville will be 7% on April 1, 2019.
91 On July 1, 2019, the increase will be divided with .1% going to the city, .1% going to UTA and .05% staying in the
92 county. In FY19/20 Springville will receive an estimated \$480K in transportation revenue. Mayor Child asked if the
93 tax is restricted to certain uses. Director Riddle answered it is limited to transportation infrastructure. Administrator
94 Fitzgerald said our recommendation would be to increase our spending on road related issues, which could offset
95 general funds used for transportation. Director Riddle stated it would be used like C road funds.

96 Councilmember Miller referred to a 10-year expansion and complimented director Riddle for looking
97 ahead. He wondered about risk planning for the inevitable downturn. He asked how it impacts our city. He sees
98 the roll of city council to smooth the economic shocks by planning ahead and anticipating. Director Riddle stated
99 the fees discussion would diversify our revenue streams. It is hard to diversify enough when 25% of our revenue
100 depends on sales tax. A 10% decrease in sales tax is a problem. Administrator Fitzgerald noted the April budget
retreat will cover growth and risk and adjust for the legislative changes to collecting taxes.



102 Mayor Child noted that he joined the council near the end of the last downturn. He prefers having the
103 reserve fund at the maximum allowed level. Administrator Fitzgerald stated the fee discussion will concern the
104 reserve fund as well. Staff will ask for guidance on fees and the reserve, softening the blow. The city has a rainy
105 day fund/reserve in place, but if we never touch them, what is the purpose of the reserves. He suggested instead
106 of cutting services when we see big swings in revenue, use the reserves to cover hiccups in revenue.
107 Councilmember Miller added the Power Department could be a second reserve. Councilmember Miller asked if
108 the departments could present contingency plans. The directors are handling huge budgets, and they need a
109 contingency plan or succession plan in each major department. Directors need to be proactively educating
110 individuals, and council can incentivize improvements. Secondly, he suggested hiring an intern this summer to
111 collect data in the departments and run through the metrics and show the director's ways to improve.

112 SCAD Discussion

113 Administrator Fitzgerald suggested a concept of an Assistant to the City Administrator to perform a dual
114 role. One would be collect data. Councilmember Miller agreed and stated that would be the first priority, not public
115 relations or a successor city administrator. Administrator Fitzgerald agreed and stated he has two successors,
116 pointing at Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director
117 Bruce Riddle. He suggested an assistant to the city administrator could start to learn Operations Manager Rod
118 Oldroyd's job if he decides to retire in two to three years. Administrator Fitzgerald expressed that he feels the
119 Administration department is prepared when concerned with succession. He does not feel many other
120 departments are prepared for succession. Councilmember Snelson asked about succession planning.
121 Administrator Fitzgerald asked if supervisors are training to eventually replace directors in each department. He
122 listed the departments with no succession planning. Mayor Child explained an example of a director that left.

123 Administrator Fitzgerald stated that succession planning is a high priority for us. We need to alter our
124 training priorities. This is a function of growth. The departments have grown rapidly. He stated there has been the
125 equivalent of 25 FTE (full time employees) added to the Recreation Department. Every department provided
126 readiness ratings for supervisors. There are a surprising number of leaders not interested in becoming a director.
127 There are a handful of people actively preparing. Supervisors signed up for training in a 7-week class covering
128 personnel, promotional and orientation training. Administration staff is planning on once or twice a year with a
129 class room full of people. When there are 4-6 new supervisors, we will take on a class again.

130 Councilmember Snelson asked if higher education is required for directors. Administrator Fitzgerald
131 answered most job descriptions require a degree or equivalent job experience. Generally, staff has found more
132 success with hiring those with an educational background. Most of our department heads feel strongly about hiring
133 those with an educational background. Our police chief has bachelor's and master's degrees. Mayor Child asked
134 about employees that have moved up through the ranks. Administrator Fitzgerald stated we provide an
135 educational benefit and we strongly promote it. One of our directors just started a master's program a couple of
136 weeks ago. It is part of our budget. Some departments use it more than others.

137 Administrator Fitzgerald continued by describing a new idea, instituted about four months ago, called
138 SCAD (Strategy, Collaboration and Development) meetings. The development part is very important. The idea
139 came from New York City with a metrics-based program for the police department. The results in NYC were 2/3rds
140 of the supervisors being demoted or leaving the police department. Councilmember Miller asked Administrator
141 Fitzgerald to explain in more detail. Administrator Fitzgerald said the police department created a metrics based
142 program. Midlevel management and upper level management reported on goals and targets and were promoted
143 or demoted based on performance. The police department reported decreased crime rates and improvements in
144 safety. Since then, 90% of the police departments in the country have adopted this program, including Salt Lake
145 City, to give employees accountability.

146 He continued by describing the goals of SCAD meetings.

- 147 • Timely discussion of operational and strategic issues as they arise.
- 148 • Increase accountability throughout the organization.
- 149 • Develop and improve supervisory management skills.
- 150 • Provide adaptable framework for open communication on a regular basis.

152



154 Councilmember Miller asked if administration had time to do this. Administrator Fitzgerald answered no,
156 but it is a priority. The city implemented metrics program years ago, but it isn't getting results. After SCAD started,
158 some star employees showed progress in the first month or two, but many showed problems. The adaptable
160 framework was immediately put into place. Those that needed help are being hand held through the process. It is
still a work in progress. He asked council for their input. He reported that he asked supervisors to bring a simple
set of numbers that show what is being done and rate their own success. Many supervisors were very frustrated.
They asked, "If Troy would just tell us what he wants..." Administrator Fitzgerald simplified the task by asking the
supervisors, "Are you doing a good job? "How do you know that?"

162 Administrator Fitzgerald said long story short, the February director's reports will look totally different.
164 Each SCAD meeting will be the Thursday or Friday before director's meeting and they will provide the same report
166 in the SCAD meeting as they do to the council. Council will very quickly see where our supervisors are. Directors
168 and supervisors are under stress and nervous. They know this conversation is happening at the council level. The
170 next council meeting is dedicated to asking questions about the new reports. Councilmember Snelson asked what
172 they are nervous about. Administrator Fitzgerald answered if the data shows supervisors are not doing their job,
174 they should be nervous about losing their job. The purpose of SCAD meetings is to develop them as supervisors.
176 In general from an operations level as a city, we are doing a great job. Now we need to move to the next level
because our community continues to grow. Supervisors need to be conversant in this language; improving
efficiencies and risk management as demand for services continue. It is surprising how apparent which
supervisors are ready or not ready; willing to learn or not. Councilmember Snelson asked which supervisors are
willing to progress. He said the ones that are not willing could lose their job. Administrator Fitzgerald agreed.
Councilmember Miller agreed, but stated putting fear into people paralyzes them and it is not a "got you" exercise.
He continued by saying the supervisors are doing a very good job and we have a common interest. This exercise
is to make sure we are doing the best we can and planning for the future. Councilmember Snelson said this will
help employees get to a better level.

178 Attorney Penrod asked the council moving forward how we can do it better. He said many supervisors
180 have grown up through the ranks and no one taught them how to analyze data and look for ways to improve
182 things. Mayor Child said it is easy to say, but harder to do and he wonders what they are really doing.
184 Councilmember Miller said it is our job as a council to hold employees accountable. Administrator Fitzgerald said
186 he agrees with council that staff is doing a good job. Administration is asking supervisors to put it on a piece of
188 paper and show council what a great job they are doing. He wondered why this is a scary thing. Attorney Penrod
said this is like running a \$4 million company and the current reports make no sense. He said he learned a ton
going through this process. Administrator Fitzgerald agreed and said a whole vista opens up when you keep track
of a few things. Councilmember Creer asked if there is training to walk through the process for some who do not
understand what to do. Administrator Fitzgerald said training has been going on for years. Administration is asking
supervisors to go get these numbers and fill in these blanks, then come back and report. Councilmember Creer
said it could be extremely intimidating to ask someone who mows lawns and now supervises to provide a detailed
analysis.

190 Councilmember Miller suggested getting a data guy; someone who is more mature to help each
192 department. Attorney Penrod thought that would be threatening as well. Administrator Fitzgerald said
194 Administration will help them with the SCAD process. We know they are scared, now we need to get through this
196 wall that has been erected for years to finally get them to provide the information. It is a chicken and the egg thing.
198 Councilmember Snelson said if they see others progressing and decide they want to keep their job, then an
outside guy could help them see what they need to do to improve, and they might take off, as long as there are not
mass firings for not providing the data. Councilmember Creer noted that in the past, the directors were doing the
actual physical work in the departments and councilmembers were the directors. This is just another step as long
as it is not scary. He said employees are not comfortable because now they are a manager, not a worker.
Councilmember Miller added it is a different mindset.

200 Attorney Penrod said Administration has been there to help them too, not just scare them. In the past they
202 did not take the data request seriously. Administrator Fitzgerald added there will also be a year-end report for
each department before the mayor in the council chambers. It is an opportunity to practice presenting a report and
using the technology. The reporting is also beneficial for the mayor. Councilmember Miller suggested a group hug.

204 He continued by stating when running a business with \$27 million in revenue and infrastructure worth millions of
Springville City Council Work/Study Meeting Minutes - January 29, 2019
DRAFT



206 dollars, foresight and planning are necessary because of the growth, liability and risk. He suggested reframing
and budgeting \$50,000 to incentivize improvements by giving bonuses. Administrator Fitzgerald said that is
difficult in the public sector.

208 Attorney Penrod added this SCAD project will change perspective. He asked council to tell them what
they would want to know if they were running their own company. Councilmember Snelson asked if a
210 councilmember should be in the meeting with the mayor. Administrator Fitzgerald answered yes and Mayor Child
has generously offered 4 hours per day. Councilmember Miller suggested the director could request a specific
212 councilmember. Director Riddle said Provo had a budget performance model that was not very effective. Mayor
Child agreed incentives work, but then it becomes expected. Administrator Fitzgerald noted there are already
214 bonuses on projects.

216 **Wages Discussion**

Administrator Fitzgerald started the wage discussion by referencing a study by the Milken Institute ranking
218 the best performing cities and the Provo-Orem MSA (Metropolitan Statistical Area) holds the top spot in 2018. The
MSA includes the area from Lehi to Nephi and is 142 places ahead of New York City. The study referenced
220 exceptional job growth and investment from Adobe and Wavetronix. Actual wage growth is predicted to soften, but
still grow by 2.5% in 2019.

222 Recommendations

- 224 • Hold the course - continue to give raises and grade adjustments that are justified by the data and
supportable within the budget.
- 226 • Raises 3 - 3.75%
- Grade Adjustments 2 - 2.5%

228 Administrator Fitzgerald said feedback from employees indicates new employees are getting almost as
much as a three-year employee. Mayor Child noted availability of applicants is part of the equation. Administrator
230 Fitzgerald agreed and said our wages are inching toward average, sometimes 1-2% above average in comparison
to other towns in our area, therefore competitive in the market place. Our total compensation is pretty good. Mayor
232 Child and the council agreed stating we need to stay ahead of the market. Councilmember Snelson said public
safety needs either a raise in wages or something else. Administrator Fitzgerald is meeting with the police
234 department to discuss turnover in the police department. Department leadership has ideas and they are
implementing some of those already. Legislature might roll back some pension changes in regard to public safety.
236 Councilmember Snelson asked about double dipping. Administrator Fitzgerald said double dipping was common,
legal and appropriate in the past. Our police chief is retired and getting retirement. Councilmember Snelson asked
238 how we can keep our officers from retiring. Administrator Fitzgerald explained other cities give rent assistance or
paying mortgages. He said there are an extraordinary number of people leaving the police industry.

240 He moved on and said an average employee making \$22 an hour costs \$40 an hour with total
compensation. A family level insurance package for one employee costs \$22,000. In comparison, Springville is
242 paying more for health insurance. Averaging health insurance costs throughout the state, other cities are paying
\$16,000 while Springville is paying \$22,000. Attorney Penrod asked if that was for the same insurance package.
244 Administrator Fitzgerald answered it is hard to find out if we have a better benefits package or pay more for the
same package. In some ways our coverage is better, but not \$5000 better. Our experience rating for insurance
246 coverage is bad now. His recommendation is to continue to approach average slowly. He spoke with our benefits
provider which only represents 20 cities. The Vanguard change lowered benefits and increased pay for those
248 employees. Councilmember Miller asked how many employees are participating in the HSA (Health Savings
Account) Administrator Fitzgerald answered 70% with a \$6000 family deductible. He asked if we have recognized
250 the savings predicted with the change over to the HSA. Administrator Fitzgerald answered yes. Councilmember
Miller asked if we could switch everyone to the HSA and subsidize it more. He said it would be an easier
252 mechanism. Administrator Fitzgerald said our HSA payments are tied to our traditional benefits payment so it
would take a change in formula.

254 Administrator Fitzgerald moved on to a discussion of turnover.



- 256
- Appears to be within norms for full-time employees across the city and within the Police Department.
 - Finding reliable data on police specific turnover numbers has been difficult.
- 258
- We appear to be on new norms after coming out the recession (remember that government recession trails business.)

260 He said there was low turnover through the recession because everybody hunkered down in the years
262 2008-2011. He would like to see turnover in the 12-13% range. Young workers leave for higher wages and are not
concerned with benefits. The average turnover in police in 7 years is 11.9%, which is within the stated goal. He
concluded by saying we have some turn over, but nothing that is concerning.

264

RAP Tax Discussion

266 Director Riddle described the nuts and bolts of a RAP tax. It is a city option (Sales and Use Tax) Funding
for Botanical, Cultural, Recreational, and Zoological Organizations or Facilities. Councilmember Snelson asked if
268 the tax is remitted directly to the city. Director Riddle answered yes, after a small administration fee to the state. It
does not go through the 50/50 split of the other sales tax. It is known by various names - Recreation, Arts, Parks
270 (RAP); Parks, Arts and Recreation (PAR); Zoos, Arts, Parks (ZAP); Cultural Arts and Recreation Enrichment
(CARE); etc. It is a tax of 0.1% on retail sales with some exemptions (e.g. grocery food). Tax rate would increase
272 from 7.00% to 7.10%. It equals 1 penny in revenue to the city for every \$10 spent. Anyone shopping in Springville
would pay the tax. Walmart purchases apply to recreation in our city, which means surrounding cities contribute to
274 nice parks in Springville.

He continued by explaining that the revenues can be used to fund:

- 276
- cultural, recreational, and zoological facilities
 - botanical, cultural and zoological organizations
- 278
- ongoing operating expenses of these facilities or organizations.

280 The Utah State Tax Commission estimates Springville's annual revenue will be approximately \$400k.
Director Riddle explained that the tax can be enacted only with a majority positive vote on a question placed on
the ballot of a regular general election or a municipal election. The RAP tax will be effective for 10 years then
282 subject to reauthorization through another ballot in a general or municipal election.

He listed the calendar requirements to get a RAP tax on the ballot in November.

- 284
- Submit notice of intent to place question on the ballot to the county (no later than June 24, 2019)
 - Receive a written resolution from the county stating that the county is not seeking to impose the
286 tax on a county wide basis. County has 60 days to respond. No city has a rap tax in Salt Lake
County.
 - Receive written notice of county's intent to place a question on the ballot, which would pre-empt
288 the city's process
 - Council resolution submitting the ballot question to the voters 75 days before the election date
290 (Aug 22, 2019)
 - General Municipal Election (Nov 5, 2019)
- 292

294 He continued by saying the council would pass a resolution to enact the tax if the vote is positive. After the
resolution to enact, the city provides the Utah Tax Commission notice of intent to enact. The tax becomes
296 effective on the first day of a calendar quarter after a 90-day period beginning after the commission receives
notice to enact. If approved by voters in November, the tax would become effective April 1, 2020. Revenue for one
298 calendar quarter could be realized in FY 2020 budget.

300 Councilmembers expressed concern that the council will get blamed for it. Administrator Fitzgerald noted
the past council was neutral which caused a decent number of no votes. Councilmember Snelson asked how it
was marketed last time. Director Riddle answered arm in arm with a recreation center ballot question that did not
302 pass. The difference is this tax would appeal to the arts and cultural voters as well as the recreation voters. He
continued by noting several examples of other cities using RAP tax for recreation as well as art and cultural
304 services. Orem splits their CARE tax 50/50 with Scera Theater and Hales Theater receiving grants. Orem
subsidizes those businesses instead of running theater businesses themselves. Director Riddle said council would



306 create the internal policy to distribute the revenue. Administrator Fitzgerald said it is a strategy decision. Educating
the public needs to start before August so staff needs a go-no-go discussion. Council agreed by consensus.
308 Administrator Fitzgerald said staff will package suggestions on costs and marketing. Director Riddle stated
Spanish Fork successfully passed their RAP tax with collateral and open houses.

310 **Streets and Sidewalks Discussion**

312 Director Stapley started his discussion on budgeting for streets and sidewalks by pointing out that
Springville has 140 miles of roadway, 4 city jurisdiction traffic signals, 3,131 traffic signs and 177 miles of
314 sidewalk. Current expenditures for streets and sidewalks from the general fund include: payroll, \$406K; benefits,
\$246K; operations, \$317K for a total of \$969K. Expenditures from the C Road fund, which is restricted to roads
316 include: street maintenance, \$1,244M; traffic signals \$5K; signal upgrades \$18K; bridge maintenance \$10K;
sidewalk repair, \$51K; paint markings, \$47K for a total of \$1,375M which is tied to the gas tax. Councilmember
318 Snelson clarified that the designation C road is a categorizing system used by the state. Basically C roads are
roads the city is responsible for.

320 Director Stapley divided the possible allocation of funds into maintenance, projects and reserves. The
new ¼ cent tax increase by the county is estimated to bring Springville approximately \$458,000; starting in July.
322 Some cities have enacted a street utility fee. He said maintenance is heavily dependent on oil prices and the
number of freeze/thaw cycles per year. Some of the processes for road maintenance include, micro-surfacing,
324 chip seals and mill & overlays. Currently staff is scheduling minimal sidewalk repairs/replacement at
approximately 4.8% per year of the 1,068 trip hazards in the city at a cost of \$51K per year. So far this year 36 trip
326 hazards have been repaired. Maintenance also includes roadway paint striping & markings.

He continued by listing some possible projects needed in the city including: intersection improvements,
328 expanded roadways, expanded sidewalk repairs or replacement, new curb & gutter in missing areas, and city
gateway improvements. Finally, the city has about \$673,463 in unassigned reserves. Administrator Fitzgerald
330 stated council asked to keep \$1 million in reserves in the past. Recently the reserve got close to zero. One of the
questions before council will be is there a minimum amount council wants to keep in reserve. He referred to
332 revenue to cover these projects as current c-road funding, ¼ cent tax increase (estimated) and the possibility of a
streets utility fee (\$1.00/month) which would add approximately \$132,000. Mayor Child asked if the utility fee is
334 why Pleasant Grove is being sued. Attorney Penrod suggested waiting until the Pleasant Grove lawsuit is settled.
Director Stapley noted that the price of world oil is low now. A roundabout at 800/900 South will cost about
336 \$600,000-\$700,000. The railroad crossing at 950 south cost \$180,000 because streets staff did the labor.
Councilmember Snelson asked what it takes to get the reserve up to the same amount as C-road funding. Director
338 Stapley answered we could use the county money or cut back on maintenance. Mayor Child asked if the county
tax is an annual estimate. Director Stapley answered yes. Mayor Child said we could bring the reserve up in two
340 or three years. Councilmember Snelson said if increasing the reserve is the target, it could be met in a year.
Administrator Fitzgerald said staff could come back with a solid recommendation.

342 Director Stapley continued by asking what the top priorities for projects are. There are many intersection
improvements to consider all over town. Taking growth into consideration, expanded roadways are not all paid for
344 by developers. A city can pay for 6%-18% of a road by collecting impact fees. In the past, the city has used some
C-road funds which puts a strain on maintenance. Even though the road is due to development, because of
346 growth and increased traffic, the impact fees collected from developers are not cover the cost to build that road.
Another project could be increasing funding to repair 1068 sidewalk trip hazards. He said the cost averages out to
348 about \$1000 per trip hazard. Councilmember Miller asked how much litigation goes toward settlement for trip
hazards. Attorney Penrod answered it is a low frequency situation, but a nuisance for the homeowner.

350 Director Stapley continued by stating we have 79 miles of missing sidewalk curb and gutter which
includes three miles of frontage road. This is interesting because some streets are mission parts of sidewalk and
352 others parts of curb and gutter. He brought up the gateway improvements because most visitors come into the city
on a road. Councilmember Snelson says he hates roundabouts and everybody he talks to hates the roundabout
354 on 4th South. Mayor Child said he hears that everyone who lives near that roundabout love it. Councilmember
Snelson said he would prioritize intersection improvement, but a roundabout is not an intersection improvement.
356 Director Stapley stated Brookside intersection is an intersection improvement and MAG dollars paid for that. It is
hard to use C road funds for projects because they are budgeted for maintenance. Councilmember Snelson wants



358 gateway improvements, but don't give priority to trip hazards. Director Stapley asked about missing curb and
gutter. Councilmember Snelson said that is down the road. Councilmember Creer said it is cost prohibitive right
360 now. Director Riddle asked if council wants to start to fund it. Currently a developer is responsible for those
improvements. Now council is talking about taking city funds to pay for improvements. Councilmember Snelson
362 said partnering with residents would be a good idea, especially in the center of town. He suggested focusing on
the gateways. Councilmember Miller asked for targeting areas like 950 West for curb, gutter and sidewalk.
364 Director Riddle said a safety issue drove the process in Provo, and finally used an SID (Special Improvement
District). Director Stapley did a study in Plat A and each side of the block had a different estimate. The estimates
366 are still fairly close today. He prefers city and customer splitting the cost.

Councilmember Miller said to focus on the gateway. He is not worried about setting aside more money for
368 reserves; just saving to save. He said cover all the maintenance and continue the maintenance level. Planning for
future intersections is hard and we need to be more targeted. The priorities are the same as they have always
370 been. He referred to grants. Director Stapley said staff is pursuing MAG dollars. Mayor Child, referring to
sidewalks, curb and gutter, said some parts of town do not want curb and gutter. Director Stapley said in the 2008
372 study, half of the residents said leave it the way it is. Director Riddle said Provo had strong sentiment in the
community to improve sidewalks close to a new elementary school. Mayor Child said there was a donation for
374 sidewalks by Westside Elementary. He thought the property owners were getting a gift and agreed to pay some of
it back. Councilmember Miller suggested speed bumps in his neighborhood. Director Stapley said there will be a
376 speed limit study reported on February 19th. Every neighborhood wants a speed bump.

378 **Regular Agenda**

1. **Approval of a Custodial Services Contract with Absolute Janitorial Services.**

380 COUNCILMEMBER MILLER MOVED TO APPROVE A CUSTODIAL SERVICES CONTRACT WITH ABSOLUTE
JANITORIAL SERVICES. COUNCILMEMBER SNELSON SECONDED THE MOTION, AND ALL VOTED AYE.

382

Fees Discussion

384 Director Riddle started his presentation on local government fees and new guidance from the Utah State
Auditor. He brought up the question on a 5% transfer to the general fund embedded in the electric fee. The
386 administrative fee meets the test in this new guidance. It raises the bar on due diligence. Director Fredrickson
stated it is an industry standard that transfers are in lieu of taxes; for instance, if our utility was a private entity that
388 business would be paying the city taxes. Director Riddle said the argument could be it is a public entity.
Administrator Fitzgerald said staff is contemplating a profit center category/fee in lieu. There is not language
390 prohibiting profitable utilities. Councilmember Miller doubted the auditor language applies to utilities. Director
Riddle stated the announcement is targeting schools, but they are casting a broad net. Administrator Fitzgerald
392 agreed and said Nebo School District reported to him that this policy change will affect \$1.5 million worth of school
fees.

394 Administrator Fitzgerald stated the current general policy is increase fees as needed by incremental
(inflationary) amounts to prevent the need for large fee adjustments. He asked council if this is still a fair approach.
396 Council agreed by consensus. He presented the history of fee changes. Waste water rates have had more than
incremental inflationary increases because of unfunded mandates from the state. In general, utility fee increases
398 have matched or been lower than inflation. Recycling rates were higher than inflation because of a market shift.
Other fees like recreation, business licenses, park rentals, planning commission, cemetery and library cards have
400 not increased in 3 to 15 years. The inflation rate for last 5 years is 9.5%. Fees are falling about 10% behind. He
asked council for their input. Councilmember Snelson prefers an incremental adjustment over time. Administrator
402 Fitzgerald asked if council agreed to slightly more than inflationary adjustments over time. Council agreed by
consensus. Mayor Child expressed concern about the electric fee being increased. Administrator Fitzgerald
404 agreed power acquisition prices can remain the same, but there have been wage increases that are impacting
those fees. Councilmember Miller stated it is the same as waste water. We need to plan for infrastructure in power
406 as well. Administrator Fitzgerald asked if other city fees play a factor. Councilmember Snelson said we need to
look at our fees based on our costs. We can see if we are in line with the other cities, but we are not competing
408 with the other cities.



410 Administrator Fitzgerald presented thoughts on fee recovery policy. He stated other cities do this; basing
411 the fee on policy that establishes fees within a range to recover costs. The appropriate range for fee cost recovery
412 is based upon several factors like a balancing test. This policy would assist in meeting legislative and auditor
413 concerns about fees. He said a range also gives a target for departments to work within. It will be easy for council
414 to review fees and change recovery classification based upon established factors. Changes can be done
415 efficiently, ensuring fees fall within the range. Some factors affecting the fee range include the difference between
416 a fee and a tax; how easy it is to collect the fee; supply and demand; policy; target groups and transparency. A
417 service that is community wide leans more toward low or no fee recovery like a tax. The more individual the
418 benefit, the higher the cost recovery. Supply and demand affects public policy which can use fees to drive
419 outcomes; encouraging or discouraging services. He went through an exercise asking council to apply a balance
420 test to categorizing some examples of services into a range of recovery of the cost of each service:

- 420 • Full Recovery 85-100%
- 421 • High Cost Recovery 70-90%
- 422 • Mid-level Recovery 30-70%
- 423 • Low Cost Recovery 1-30%
- 424 • No Cost Recovery 0%

426 He continued by asking council if they are okay working towards a policy that sets these parameters or do
427 they want to set each fee recovery range or review a chart based upon staff recommendation. After the exercise,
428 Administrator Fitzgerald concluded staff will write up the policy. This is a longer term project, to determine the cost
429 recovery for each service.

430

Managing an Irrigation Company Discussion

432 Attorney Penrod stated Marlon and Albert made clear that someday the city will be running the irrigation
433 company. Mayor Child works with them on the irrigation board. Marlon Boyer and Albert Harmer are the president
434 and vice president of the drainage district, the irrigation district and the Springville Irrigation Company.

436 Attorney Penrod continued his presentation by stating, in the 1930s, Springville did something different
437 and set up an irrigation district and Mapleton followed suit. Because of the Springville Irrigation District, the rights
438 to the water are attached to the ground in most places. In the irrigation district, most rights are attached to the
439 whole city which means the city has shares. In the 1930s it was established that one acre foot of the four acre feet
440 of water in the Springville Irrigation Company can go anywhere in the city. The irrigation district receives a good
441 amount of water from the Strawberry Water Users Association to this city. Calvin Crandall is the president of the
442 irrigation district, with Marlon and Albert on the board. Calvin Crandall is on the board of the Strawberry Water
443 Users Association. In addition, the Springville Drainage District, originally called the Utah County Drainage
444 District, takes water out to the lake. The land to the west is taxed for the drainage district. There are pipes
445 underground taking the water out to the lake. Calvin, Albert or Marlon are president of this entity.

446 Attorney Penrod continued by explaining some of the details of the irrigation company. The irrigation
447 company has 3,720 shares, which equals 14,800 acre feet of water or 4.8B gallons of water delivered per year.
448 Springville City delivers approximately 3B gallons of water per year. Springville City owns 1,930 shares, or
449 51.88% of the Irrigation Company, making Springville City the majority owner of the Springville Irrigation
450 Company. There are questions about the canyon water shares. The adjudication should settle those questions
451 after many years. The irrigation company delivery methods include 350 garden tickets and field turns, which
452 includes all of farm land in west fields. Springville City fulfills 140 garden tickets in plat A and 68 in the Highline
453 Canal. The irrigation company has many more garden tickets than the city. Mayor Child added that out of the 4
454 acre feet of water, one acre foot belongs to surface water which is Strawberry water. Attorney Penrod said the city
455 utilizes that in the secondary system. In the past, when property owners wanted water up left hand fork, they
456 would turn in the shares to the city, but still claim rights.

457 He continued by stating Marlon Boyer and Albert Harmer manage the irrigation company without
458 compensation. There are seven board members including Mayor Child. The employees include a full-time water
459 master, seasonal workers (including seasonal workers from Strawberry Water Users) and part-time secretary.
460 They keep the Frandsen Engineering on retainer. They also have equipment, trucks and supplies. He explained



460 the concept of G-7 which is the seven irrigation companies in or near Springville (Springville Irrigation, Mill Pond,
462 Wood Springs, Big Hollow, Matson Springs, Coffman Springs, Wash Creek). Mr. Boyer and Mr. Harmer also
464 manage these seven companies. He said current and future development will concern irrigation. When Mr. Boyer
and Mr. Harmer step away, Springville City will step in.

466 Irrigation District and Drainage District

Costs

Employees

- 468 (1) Water Master, \$60,000
- (2) Engineering/Admin, \$120,000 (recoup %)
- 470 (3) Inspector, \$20,000 (PT-recoup %)
- (4) Seasonal Workers, \$10,000
- 472 (5) Part-time Secretary, \$20,000

Equipment/Water (Trucks, sprayers, pumps, etc.), \$60,000 (\$5k annual)

474 CIP Projects, \$100,000

Irrigation District for Water

476 Added Liability, \$50,000

Insurance Premiums

478 Lawsuits

Water Adjudication \$10,000 per month recently

480 Revenues

482 City's Assessment - \$70,000

Other Assessments - \$65,000

484 City's SD \$100,000 -\$100,000

Dev. Eng. Fees/Grants -\$100,000

486 Total - (\$105,000)

488
490 Director Stapley said this does not take into account the benefits to the city including an additional in
house engineer. He added there will be increased liability. Councilmember Miller asked if we can simplify the
492 structure. Attorney Penrod answered the districts cannot go away because we lose some protections from the
1930s. With water adjudication up the left-hand fork of Hobble Creek Canyon, Mr. Boyer and Mr. Harmer are
494 under lots of stress. Director Stapley says Administrator Fitzgerald assigned him to design a plan to run the
irrigation company with Tyson Bartlett and Shawn Barker. Attorney Penrod concluded by stating when this
496 happens, it will be much more work for the Public Works Department. Director Stapley added the farms are being
developed, so the land serviced by the irrigation company is getting smaller. Councilmember Snelson asked about
498 build out. Attorney Penrod answered the city has submitted change applications to put our water rights into wells
and the pi system. The garden tickets will still be around, in the city and the irrigation company.

500 **Budget Priorities Discussion**

502 Staff asked council to rank projects on a score card and Attorney Penrod presented the results and
explained the scoring. He noted that council gave 23 out of 33 projects a priority above three out of five, 1 being
the highest priority. Council highest priorities were:

- 504 • Add Fulltime Dispatcher (1.5)
- Maintain Police Pay and Benefits (1.5)
- 506 • General Plan Update/Intern (1.83)
- Tied for 4th City Entry Signs (2.17)
- 508 • Tied for 4th Purchase Commercial Property (2.17)
- Tied for 4th 400 S. Corridor Retail Analysis (2.17)
- 510 • Tied for 4th Curb, Gutter and Sidewalk SID (2.17)



512 The director's top priority was to maintain pay and benefits. Administration gave higher priority to adding
514 another fulltime maintenance employee to the CRC and a fulltime central shop office assistant. State mandate and
516 possible loss of grants made a fulltime dispatcher the top priority overall. Attorney Penrod detailed some of the
518 priorities and asked council what they visualized as a good entry sign for the city. He concluded by asking if
520 council wanted any projects removed from the priority list. Councilmember Snelson stated that the Allen family's
522 property is the property referred to when prioritizing purchasing commercial property. Administrator Fitzgerald
524 clarified that the Allen family is not communicating with anyone concerning selling the property. The city started
526 looking at this property in 1999. He asked if council was interested in using the condemnation authority. The
528 feelings were mixed, leaning toward the negative. Councilmember Jensen asked about purchasing the property
530 where the transfer station is. Administrator Fitzgerald answered Love's as well as a truck wash business are
interested in purchasing that property. He stated staff will redouble their efforts to communicate with the Allen
family. Councilmember Miller stated any freeway frontage property would be good to purchase to speed up
development. Attorney Penrod stated there are tools to incentivize development. Director Goins stated the Allen
family is not communicating with Provo either. Mayor Child said Kneaders bought the Lindon Allen's property.
Councilmember Jensen suggested bringing back the Hi-Spot Drive-Inn. Councilmember Miller said to purchase
property if it would help development move faster. Attorney Penrod continued by addressing the other priorities.
Councilmember Miller stated Community Park should be cleaned up and the parking lot finished because half of
the park looks terrible with garbage and weeds. Attorney Penrod agreed and stated Director Neel has plans for
Community Park. By averaging the priority rankings from directors, council and administration, the list changed.

- Commercial Property (2.69)
- Community Park (2.73)
- Fire Station (2.70)
- CRC Expansion (2.74)
- Mountain Bike Park (3.34)

532
534
536 Councilmember Snelson asked about the mountain bike park. Attorney Penrod referenced a park in
538 Draper. He suggested Cherrington Park could be used and the trail could continue up Spring Creek Canyon.
540 Director Riddle stated many communities have created bike parks. Councilmember Miller asked about the CRC
Expansion. The feeling from the other councilmembers was the CRC was just built. Councilmember Miller added if
we do not expand it now, it will be harder later. He questioned if expansion would increase participation.

542 Attorney Penrod asked about curb and gutter. Councilmember Jensen suggested creating a fund for
544 residents willing to pay for part of it, giving them priority. Director Riddle stated there will be political heat where
546 certain residents paid for their curb and gutter themselves. The development community is paying curb and gutter
548 in full right now. Councilmember Jensen suggested Plat A would be the main opportunity. He said the city could
work with developers. Director Stapley stated he would love to put some money toward curb and gutter when
550 residents call and ask him what can be done. Councilmember Jensen compared this idea to the tree program,
making the city look better. Director Riddle said Provo has given out tree coupons. He concluded by asking
council if there were other priorities not included on the score card. Councilmember Jensen said the new AV
connection at the library would be affordable.

552 **Wrap Up and Questions**

552 Administrator Fitzgerald asked if there was any more discussion. There was none. Director Goins and
554 Director Neel noted that Gary DeHeer was voted Arborist of the Year for the State of Utah, out of 3300 arborists.

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

556 *The Springville City Council may temporarily recess the regular meeting and convene in a closed session to*
558 *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.

560 There was none.



562 **ADJOURNMENT**

Adjourned by consensus at 8:37 pm.

564

566

568

570 *This document constitutes the official minutes for the Springville City Council Work/Study meeting held on*

*Tuesday, **January 29,2019.***

572 *I, Jennifer Grigg, 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

574 *accurate, and complete record of this meeting held on Tuesday, **January 29,2019.***

576

578

Jennifer Grigg
Deputy City Recorder



MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, **FEBRUARY 12, 2019** 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, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane and Deputy City Recorder Jennifer Grigg.

Also present were: Lieutenant Warren Foster, Power Director Leon Fredrickson, Recreation Director Corey Meredith, Public Works Director Brad Stapley, Building and Grounds Director Brad Neel, Facilities Superintendent Joel Bree, Community Development Director Glen Goins, Library Director Dan Mickelson, Children's Librarian Lauren Tolman, Operations Manager Rod Oldroyd, Golf Pro Craig Norman, Water Superintendent Shawn Black and Museum of Art Director Rita Wright.

Excused: Public Safety Director Scott Finlayson

CALL TO ORDER- 5:32 P.M.

COUNCIL BUSINESS

1. Calendar

- Feb 18 - Presidents Day Holiday (City Offices Closed)
- Feb 19 - Work/Study meeting 5:30 p.m., City Council meeting 7:00 p.m.
- Mar 05 - Work/Study meeting 5:30 p.m., City Council meeting 7:00 p.m.
- Mar 10 - Daylight Savings (clocks ahead one hour)
- Mar 12 - Work/Study meeting 5:30 p.m.

2. DISCUSSION AND PRESENTATIONS

a) Protection of drinking water source protection zones - Brad Stapley, Public Works Director

Director Stapley started his presentation on protecting our underground drinking water sources by explaining the Underground Injection Control Program as mandated by the Safe Drinking Water Act (SDWA) from the EPA. It has a mission—

To protect underground sources of drinking water from contamination by regulating the construction and operation of injection wells.

Injection wells are required to not endanger drinking water sources. Some of Springville City's underground drinking water source collection zones are close to long-term contamination risk from Class V Injection Wells being used in both Springville & Mapleton. The problem is class V injections wells are minimally used as a means of storm water disposal in Springville, but the primary means of storm water disposal in Mapleton.

In Mapleton, all new development has no plans for a piped storm water system. Springville & Mapleton currently operate and maintain storm water structures (sumps) in Zones 3 & 4. He suggests new code language because it currently prohibits use of storm water infiltration structures in zones 3 & 4. The proposed language change is—

The use of storm water infiltration structures, including storm water sumps may be allowed in this zone [Zones 3& 4], but will require additional approval from the City as described in sub-section (e) below.

He suggests developments be reviewed by the city engineer and best management practices be required as well as a maintenance schedule and inspection. The proposed code changes would be reviewed by the State

of Utah City Water & Storm Water Divisions. Director Stapley continued by asking about enforcement. The State DWQ wrote a statement—

The operation of the injection well may be subject to additional requirements and/or restrictions established by local ordinance and/or a Source Water Protection Plan.

Looking ahead, Springville City should begin a retrofit program on existing sumps and establish mitigation measures required on new development. The main objective is to work with or require Mapleton City to do the same by asking Mapleton to not pollute our water sources. He continued by stating he is preparing a long-term plan for our community and Mapleton. Both municipalities use storm water inlets that go into sumps. The problem is that water that comes off the streets has other things in it and long-term that can cause a problem. Mapleton uses sumps to handle storm water. Councilmember Jensen asked why sumps are bad. Director Stapley suggested retrofitting storm drains with downward facing snouts and pillows to suck up hydrocarbons. Administrator Fitzgerald says our current code requires this in new development. Councilmember Snelson asked how close their sumps are to our water source and what direction does the water flow. Director Stapley said the Ensign Bigford incident was a huge disaster for well water and ground water mediation is expensive and slow

Councilmember Nelson asked is there a looming problem that we need to take care of now. Director Stapley answered the current methods of ground water disposal will allow ground water to become contaminated to some extent. Councilmember Nelson asked about other municipalities that have experienced this and what did they do to mitigate the problems. Administrator Fitzgerald asked if Logan is obligated to follow the storm water rules we are required to follow. The cost is nominal, snouts and pillows are standard practice. Mapleton needs to do what everyone else is doing. Mayor Childs stated there are realistic things. He is on the board of SUVMWA (Southern Utah Valley Municipal Water Association) and they conducted a survey of underground water and what you can do to refill the aquifers. He said none of our wells are where the groundwater is at; our water table is pretty high. Director Stapley agreed, but said we are drawing water from deeper water. Mayor Child says there is only one place where the spring is required to recharge the aquifer. Director Stapley said he wants to fix our code so Mapleton can fix theirs. The state has the language, but no the hammer. Mapleton needs to be required to be responsible until they are.

Administrator Fitzgerald stated Springville has complied with higher storm water standards six years ahead of Spanish Fork because of our proximity to the Provo/Orem area. Mapleton does not have a storm drain utility. An example of the requirements was we got in trouble for having a hose at the compound. There is a nominal increase to cost. We even have a written plan for parades if it rains required by the state. Mapleton needs to protect our water from the stuff they are doing. Administrator Fitzgerald added the county does not have the same storm water requirements in Hobble Creek Canyon. Director Stapley said if they are violating code they need to fix their code.

b) New Monthly Reports - Troy Fitzgerald, City Administrator

Administrator Fitzgerald started his presentation by referring to the city recorder report. He asked for comments and suggestions to better understand what is happening in the city on a metric basis. Some reports are putting measurable underneath each goal. Council will see various iterations, but the reports will have a similar format from each department. He asked if a mission statement is important to council, or can it be eliminated to save space. Councilmember Snelson said the mission statement is too long. Councilmember Nelson said he is interested in objectives and outcomes repeated on each report. He suggested presentations also start with an objective statement. As an example, Councilmember Nelson suggested the volunteer report describe what is being done and what the objective is. He asked for a metric on why there are not more volunteers. He asked what departments are accomplishing and how we are accomplishing it. Administrator Fitzgerald asked council to look at the form in general. He asked if a year over year number, then 6 months, then an annual metric with three prior years of data is helpful.

Councilmember Miller asked about the new reports and said he likes the new formatting and specific metrics. He suggested graphs, not data, showing a year's worth of data. He suggested a chart that shows a year's worth of data, with axis, and rotate the information quarterly. Administrator Fitzgerald said data might have seasonality like snow plowing in winter and pot holes and painting in spring. The charts and graphs would change on a monthly basis. Councilmember Miller suggested keeping the narrative at the beginning at a minimal. He asked for a metric with passports revenue versus employee hours. Councilmember Jensen asked what the goal was to get into passports. Administrator Fitzgerald said the original idea was a revenue gap, filling in time at



102 reception. Administration is asking about impact of accuracy and turnaround time on minutes because of passport
104 interruption. He asked for comments on return on investment and profitability from council. Councilmember Miller
asked if it really matters.

106 Councilmember Nelson asked what is the objective or desired outcome of taking passports. The
interruption is just a process question.

108 Councilmember Miller said council needs the data before commenting. He asked if we want profitability or
not. Councilmember Jensen said metrics should lead the process. Administrator Fitzgerald said the struggle is to
110 grasp the concept in each department of determining outcome in nontraditional business methods. Outcomes are
trackable, measurable and determinable. Traditionally our management has not thought about it. As an example,
112 the cemetery promises peace and beauty and eternal green grass. Councilmember Nelson said if you dig down
into some businesses you can't figure it out. He said this team is amazing and outcomes are hard to measure.
114 Administrator Fitzgerald said targets and outcomes are set by the departments themselves. The question is does
council want to be in on target setting and determining outcomes. Specifically, do you want departments to fine
116 tune and create recommended targets. Councilmember Nelson asked to add the strategy to achieve the targets.
Administrator Fitzgerald asked if there is a value in an executive summary, meaning do you want administration to
118 go through the report. Councilmember Snelson asked for just a paragraph. Director Fredrickson asked if the
executive summary in each Friday update email is the same. Administrator Fitzgerald added getting into
department level objectives is meaningful. Two projects are merging. The SCAD meetings are scheduled monthly.
120 The question is if this information is what council needs to dig into things. He asked does council need just a few
key metrics. Councilmember Jensen asked for consistency. He suggested keeping it on one-page numbers and
122 metrics to track objective. Administrator Fitzgerald asked how does administration figure out which metric. There
are different levels of data. Councilmember Miller said the data can be formatted the same over time. Don't create
124 another subset; let us use what you are using already. Administrator Fitzgerald said that can change month to
month. Councilmember Miller asked for just the highlights.

126 Councilmember Nelson asked what we are trying to achieve with these numbers; what did you do to get
these numbers; what is being done to achieve these numbers. He said he is more interested in the strategy.
128 Mayor Child asked what the directors feel about these reports. He said it is a lot of work and might not need it
every month. Director Stapley answered they are hard, but they are helping. The water division has learned more
130 about the water system by collecting and comparing the data. Mayor Child said the exercise is awesome. Director
Stapley asked what data does the council want to see. Administrator Fitzgerald said this is a lot of work. The
132 reports should convey to council in a few measures what the council needs to know we are doing a good job. It is
hard to process and distill the data. He concluded by stating he has a month's worth of work. Council and Mayor
134 complimented the reports. Councilmember Snelson said it is a living document. Councilmember Nelson said
directors should know. Director Goins said directors are happy that we are going to be thinking differently and be a
136 better person at the post. Administrator Fitzgerald stated an example is the police report shows measures
citations, and public contacts per officer per month. Councilmember Nelson asked about the objective.
138 Administrator Fitzgerald stated the data can show our police are better, more efficient or overworked. He needs to
distill down the data. He will discuss outcome measures and efficiency measures in training with supervisors.

140 We would like to move this meeting away from reports and presentation and give council more time to ask
142 questions of each director about concerns to drive to better get rid of superfluous stuff instead of take a full hour to
go around the room.

144 3. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

- 146 c) Discussion with Department Directors
- d) Commission, Board and Committee Minutes
- 148 e) Economic Advisory Commission minutes for August 23 and October 23, 2018
- f) Springville Library Board minutes for January 10, 2019
- 150 g) Mayor and Council Reports

152 4. 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*



154 *reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by UCA 52-4-*
156 *205.*

158 COUNCILMEMBER JENSEN MOVED TO ADJOURN THE CITY COUNCIL REGULAR MEETING AT
6:28 P.M. AND CONVENE IN CLOSED SESSION TO DISCUSS PROPERTY.

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

162 COUNCILMEMBER CREER AYE
164 COUNCILMEMBER JENSEN AYE
166 COUNCILMEMBER MILLER AYE
COUNCILMEMBER NELSON AYE
COUNCILMEMBER S NELSON AYE

5. **ADJOURNMENT**

168 COUNCILMEMBER MILLER MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE
170 SPRINGVILLE CITY COUNCIL AT 6:56 P.M.

172 COUNCILMEMBER CREER SECONDED THE MOTION, ALL VOTED AYE.

174

176 *This document constitutes the official minutes for the Springville City Council Work/Study meeting held on
Tuesday, **FEBRUARY 12, 2019.***

178 *I, Jennifer Grigg, 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 complete record of this meeting held on Tuesday, **FEBRUARY 12, 2019.***

180

182

184

Jennifer Grigg
Deputy City Recorder





STAFF REPORT

DATE: March 5, 2019
TO: The Honorable Mayor and City Council
FROM: Corey Merideth, Recreation Director
SUBJECT: CONSIDERATION OF AMMENDING COUNCIL APPROVED POSITIONS TO ADD A FULL TIME RECREATION MAINTENANCE WORKER AND A PART TIME RECREATION MAINTENANCE WORKER.

RECOMMENDED ACTION

Motion to approve Resolution No. ___ that adopts and approves the change to Exhibit B of the adopted budget (Authorized Position List).

GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

General Plan Goal - . . . to provide a wide range of opportunities and healthy experiences.

Objective 6 - To provide recreation that creates lasting memories, provides diverse opportunities, builds unity, and provides safe and fun experiences for all age abilities and interest.

BACKGROUND

Springville Recreation lost a full time employee, Josh Quist, in the Fall of 2018. We tried something new with part-time employees on the outdoor portion of field prep and maintenance. It did not go as we planned, it was extremely hard to get part-time hours to all match up together to form a crew to get our daily responsibilities done. Since then, we have lost all our part-time help that was dedicated to the outdoor portion of our duties. Projects ended up solely on the shoulders on the Director and the Supervisor to finish. Hours are budgeted to fill those positions; however, it has been extremely difficult to find people to fill the hours as needed and get the quality of work needed. We feel strongly, and this Fall was proof, that we need a full-time employee strictly for field maintenance and projects, and the quality of work will be done to expectations.

FISCAL IMPACT

This [BR1] proposal will have zero impact on the budget. Combining Rec Specialist hours of; 520 hours @ \$14.03 and 5,610 hours @ \$12.05 with Seasonal Workers 2,080 hours @ \$9.64, including benefits, gives us 6500 hours. This gives us 2080 hours for a full-time Recreation Maintenance Worker at grade 8 and 1400 hours for a part-time Recreation Maintenance Worker,

CITY COUNCIL AGENDA

grade 3. The remaining hours of 959 @ \$11.00 will be put in the program budgets for our Program Commissioners/Site Supervisors. This will get all Commissioners in the program budgets and separate full-time and part-time maintenance worker, making a cleaner budget.

Attachments:
Budget Spreadsheet

Current Budget

	PART-TIME					wages	all-in	
SPORTS OFFICIALS		4560	5	6,215	\$	11.32	\$70,323.97	\$ 77,009.74
RECREATION SPECIALISTS	VACANT	4560	7	520	\$	14.03	\$ 7,295.39	\$ 7,988.97
RECREATION SPECIALISTS	VACANT	4560	7	5,610	\$	12.05	\$67,620.70	\$ 74,049.46
SEASONAL WORKERS	VACANT	4560	P3	2,080	\$	9.64	\$20,052.86	\$ 21,959.31
RECREATION SPECIALIST	VACANT	4560	7	1,040	\$	15.13	\$15,737.28	\$ 17,233.44

On the table

Seasonal				520	\$	14.03	\$ 7,295.60	\$ 7,989.20
Part time				3900	\$	12.05	\$46,995.00	\$ 51,462.85
Part time				2080	\$	9.64	\$20,051.20	\$ 21,957.48
				6500	\$	12.50	\$74,341.80	\$ 81,409.53

Proposed FT Cost

Maintenance Worker			8 (mid)	2080	\$	18.30	\$38,064.00	\$ 71,290.75
left over from current				739	\$	12.50	\$ 9,240.30	\$ 10,118.78
repurpose to outside				1,040	\$	15.13	\$15,737.28	\$ 17,233.44
TOTAL LEFTOVER				2,188	\$	12.50	\$24,977.58	\$ 27,352.22
PT Maintenance Worker			3	1,400	\$	12.00	\$15,341.47	\$ 16,800.00
Program Commissioners			Unit	959	\$	11.00	\$ 9,636.11	\$ 10,552.22

RESOLUTION #2019-XX

A RESOLUTION AMENDING THE APPROVED POSITIONS LIST FOR THE CITY OF SPRINGVILLE, UTAH TO ESTABLISH A FULL TIME RECREATION MAINTENANCE WORKER POSITION.

WHEREAS, Springville Recreation is providing recreation programs;

WHEREAS, the City is operating the Recreation Department;

WHEREAS, it is the benefit of Springville City to employ a full-time position, and;

WHEREAS, an Amendment to the approved positions adopted by Springville City Council.

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

1. The Amendment to the approved positions list.
2. The Mayor is hereby authorized to execute the Amendment to the approved Position list

This resolution shall take effect immediately, as allowed by law.

END OF RESOLUTION.

PASSED AND APPROVED this 5th day of March, 2019.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder

STAFF REPORT

DATE: February 26, 2019

TO: Honorable Mayor and City Council

FROM: Laura Thompson, City Planner

SUBJECT: PLAT AMENDMENT APPROVAL OF SPRING POINTE RETAIL CENTER, PLAT H, WHICH IS AN AMENDMENT OF LOT 3-PLAT A, LOCATED IN THE AREA OF 500 NORTH 2250 WEST IN THE HC-HIGHWAY COMMERCIAL ZONE.

RECOMMENDED MOTION

Motion to grant plat amendment approval of Spring Pointe Retail Center, Plat H, which is an amendment of Lot 3-Plat A, located in the area of 500 North 2250 West in the HC-Highway Commercial Zone.

SUMMARY OF ISSUES/FOCUS OF ACTION

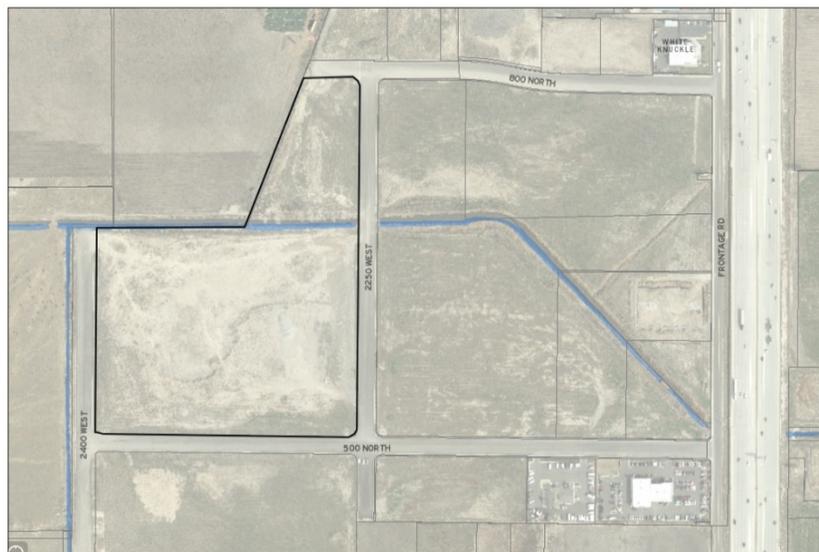
Does the proposed subdivision meet the requirements of Springville City Code, particularly the following sections?

- 14-2-1 Application and Approval Process;
- 14-5-1 through 14-5-4, Subdivision Requirements; and
- 14-7-101 Plat Amends, Alterations and Vacations

BACKGROUND

The Spring Pointe Retail Center subdivision was initially approved on November 5, 2002. The original layout included very large parcels. Since then several plat amendments have occurred to create more developable lots.

The proposed plat amendment will amend Lot 3 of Plat A, which contains 21.84 acres. The amended plat will divide the parcel into three, one of which, which will be for a City owned sewer lift station facility.



DISCUSSION

The property is located in the HC-Highway Commercial Zone. The lots created within the proposed plat amendment meet the requirements of the zone.

PLANNING COMMISSION REVIEW

The Planning Commission considered the plat amendment on February 26, 2019 as part of the consent agenda.

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

Commission Vote

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

ALTERNATIVES

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

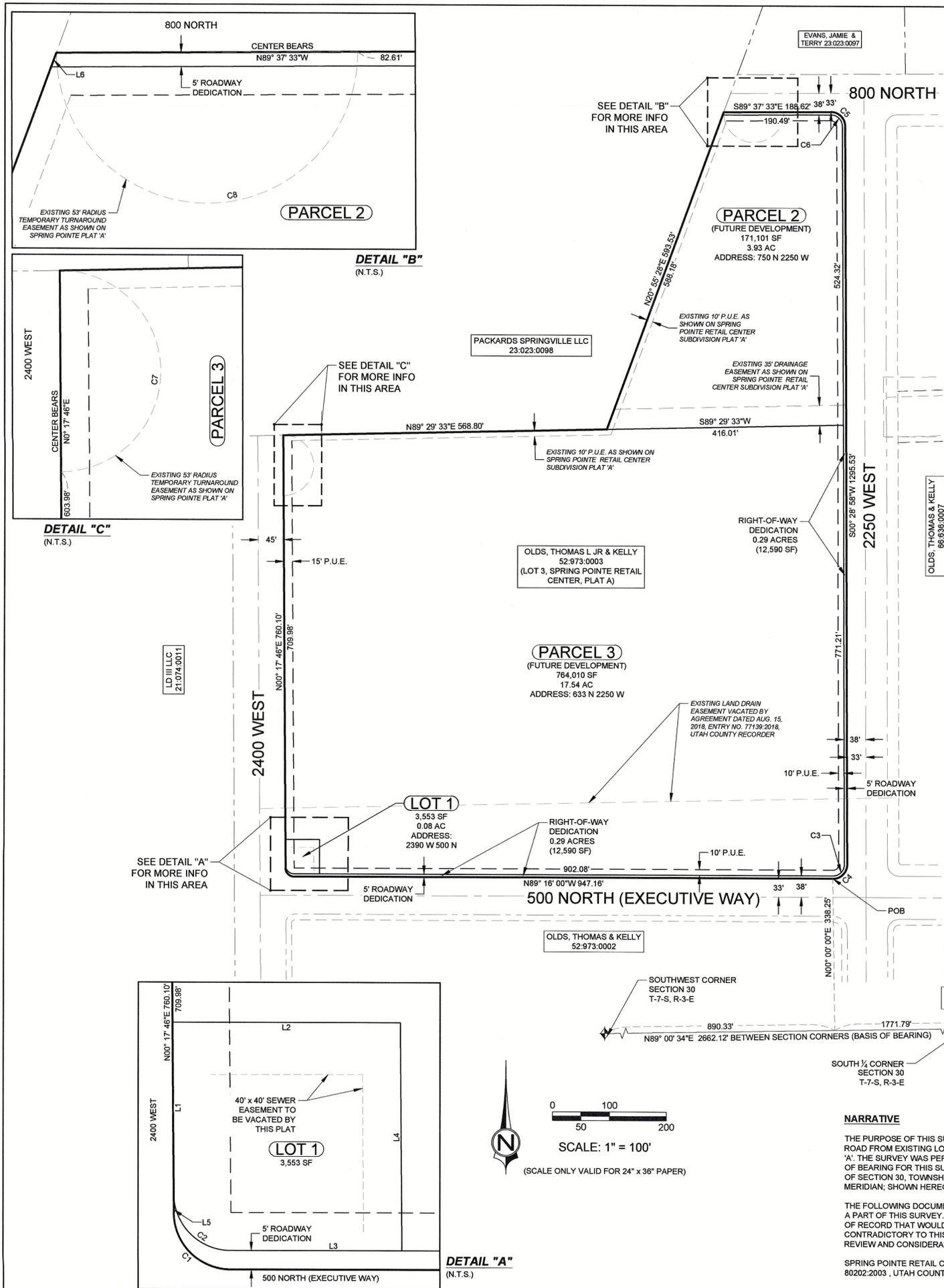
If denied, the City Council shall give reason for such disapproval. If additional conditions are required by the City Council, such conditions shall be referred to the Planning Commission for their review and approval prior to City Council’s final action on the application.

Laura Thompson
City Planner

Attachments

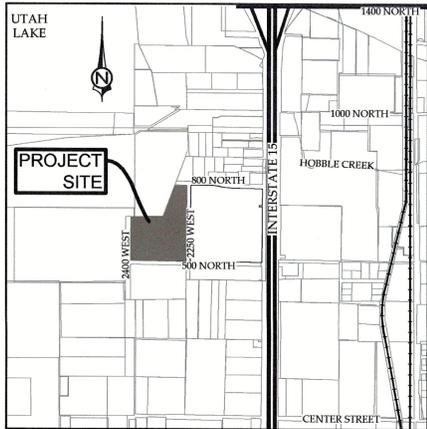
cc: Thomas Olds
Jay Meacham/Civil Science, Inc.





PLAT VACATION NOTICE
 THE CITY COUNCIL OF SPRINGVILLE CITY IS SATISFIED THAT NEITHER THE PUBLIC NOR ANY PERSON WILL BE MATERIALLY INJURED BY THE VACATION OF LOT 3, SPRING POINTE RETAIL CENTER PLAT "A", AND THAT THERE IS GOOD CAUSE FOR THE VACATION. LOT 3 SPRING POINTE RETAIL CENTER PLAT "A" IS HEREBY VACATED.

PLAT NOTES:
 OWNER: OLDS, THOMAS L JR & KELLY
 PROJECT ACREAGE: 21.84 ACRES
 LOT 1: 0.08 ACRES
 LOT 2: 3.93 ACRES
 PARCEL 3: 17.54 ACRES
 RIGHT-OF-WAY DEDICATION: 0.29 ACRES
 ZONE: HC



SURVEYOR'S CERTIFICATE
 I, DAVID MORTENSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6436557 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF SAID TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREIN, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AND THAT THIS IS TRUE AND CORRECT.

DAVID T. MORTENSEN, P.L.S.
 (see seal below)
 DATE: 1-2-19

LEGAL DESCRIPTION
 ALL OF LOT 3, SPRING POINTE RETAIL CENTER SUBDIVISION, PLAT "A", RECORDED MAY 29, 2003 AS ENTRY NO. 80202-2003, AS MAP 10013, OFFICIAL RECORDS UNDER THE LAWS OF THE STATE OF UTAH, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, CITY OF SPRINGVILLE, UTAH COUNTY, STATE OF UTAH; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3 (SAID LINE ALSO BEING THE NORTH LINE OF 500 NORTH), SAID POINT BEING N89°00'34"E 890.33 FEET, AND N00°00'00"E 338.25 FEET, FROM THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE N89°16'00"W ALONG SAID SOUTH LINE 947.16 FEET, TO THE BEGINNING OF A CURVE TO THE RIGHT, WITH A RADIUS OF 15.00 FEET; THENCE WESTERLY 23.45 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°33'46", TO THE WEST LINE OF SAID LOT 3 (SAID LINE ALSO BEING THE EAST LINE OF 2400 WEST); THENCE N00°17'46"E ALONG SAID WEST LINE 760.10 FEET, TO THE NORTH LINE OF SAID LOT 3; THENCE ALONG SAID LINE THE FOLLOWING THREE (3) COURSES: (1) N89°29'33"E 568.80 FEET, (2) N20°55'28"E 593.53 FEET, AND (3) S89°33'33"E 188.62 FEET (3RD COURSE ALSO BEING ALONG THE SOUTH LINE OF 800 NORTH); TO THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET; THENCE EASTERLY 39.32 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°06'31", TO THE EAST LINE OF SAID LOT 3 (SAID LINE ALSO BEING THE WEST LINE OF 2250 WEST); THENCE S00°28'58"W ALONG SAID EAST LINE 1295.53 FEET, TO THE BEGINNING OF A CURVE TO THE RIGHT, WITH A RADIUS OF 25.00 FEET; THENCE SOUTHERLY 39.38 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°15'02", TO THE POINT OF BEGINNING.

CONTAINS 21.84 ACRES, 951,254 SQ FT, MORE OR LESS
OWNERS DEDICATION
 I (WE), THE UNDERSIGNED OWNER(S) OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP AND SUBJECT TO ANY CONDITIONS AND RESTRICTIONS STATED HEREON, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND EASEMENTS, AND DO HEREBY DEDICATE OTHER PUBLIC AREAS AS INDICATED HEREON FOR THE PERPETUAL USE OF THE PUBLIC.
 IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF ____, 2019.

PRINTED NAME OF OWNER(S) _____ AUTHORIZED SIGNATURE(S) _____
ACKNOWLEDGEMENT
 STATE OF _____ COUNTY OF _____ (ss.)
 ON THE ____ DAY OF ____, 2019, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____
 STATE OF _____
ACCEPTANCE BY LEGISLATIVE BODY
 THE CITY OF SPRINGVILLE, COUNTY OF UTAH, HEREBY APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON AND ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS DAY OF ____, 2019.

MAYOR _____ COUNCIL _____
 COUNCIL _____ COUNCIL _____
 COUNCIL _____ COUNCIL _____
 APPROVED: _____ ATTEST: _____
 CITY ENGINEER (see seal below) _____ CLERK - RECORDER (see seal below) _____
 SPRINGVILLE CITY _____ SPRINGVILLE CITY _____

PLANNING COMMISSION APPROVAL
 APPROVED THIS ____ DAY OF ____, 2019, BY THE SPRINGVILLE CITY PLANNING COMMISSION.
 DIRECTOR - SECRETARY _____ CHAIRPERSON, PLANNING COMMISSION _____

CITY ATTORNEY
 APPROVED THIS ____ DAY OF ____, 2019.
 CITY ATTORNEY _____

PLAT "H" SPRING POINTE RETAIL CENTER SUBDIVISION
 (AN AMENDMENT OF LOT 3, PLAT A)
 LOCATED IN THE SW ¼ OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 3 EAST AND THE SE ¼ OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 2 EAST SALT LAKE BASE AND MERIDIAN, CITY OF SPRINGVILLE, UTAH COUNTY, UTAH

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

- SPRINGVILLE POWER - SUBDIVISION COMMENTS**
- DEVELOPER SHALL CONTACT MELISSA LASSLO AT MLASSLO@SPRINGVILLE.ORG OR CALL 801-489-2750 EXT. 4024 FOR PRIMARY POWER PLAN ONCE THE FINAL PLANS ARE APPROVED BY THE DRC. PRIOR TO GOING BEFORE PLANNING COMMISSION. NO ELECTRICAL EXTENSION FEES WILL BE MADE AVAILABLE UNTIL SUBDIVISION IS FINALIZED AND PRIMARY POWER PLAN IS CREATED BY SPRINGVILLE CITY POWER.
 - DEVELOPER SHALL PROTECT ALL EXISTING ELECTRICAL FACILITIES AND OPERATING CLEARANCE REQUIREMENTS.
 - ALL EXISTING PUBLIC UTILITY EASEMENTS (PUE) AND EXISTING ELECTRICAL FACILITIES SHALL BE PRESERVED BY THE DEVELOPER.
 - DEVELOPER SHALL INSTALL ELECTRICAL SYSTEM AS PER SPRINGVILLE CITY POWER DEPARTMENT SPECIFICATION MANUAL (HTTPS://WWW.SPRINGVILLE.ORG/POWER/ELECTRICAL-MANUAL/)
 - DEVELOPER SHALL PROVIDE (PUE) ON ALL SIDES OF PROPERTY

CivilScience
 Engineers | Surveyors | Solutions
 3160 WEST CLUBHOUSE DRIVE
 LEHI, UT 84043
 801.768.7200

PROJ. # Fx18146
 DATE 01-02-2019
 DRAWN BY: TLK
 CHECKED BY: DTM

SHEET
 1 OF 1

NARRATIVE
 THE PURPOSE OF THIS SURVEY IS TO CREATE 3 LOTS/PARCELS AND DEDICATE ROAD FROM EXISTING LOT 3, SPRING POINTE RETAIL CENTER SUBDIVISION, PLAT "A". THE SURVEY WAS PERFORMED AT THE REQUEST OF OUR CLIENT. THE BASIS OF BEARING FOR THIS SURVEY IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; SHOWN HEREON AS N89°00'34"E.

THE FOLLOWING DOCUMENTS OF RECORD WERE REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY. THERE MAY BE OTHER DOCUMENTS EITHER PRIVATE OR OF RECORD THAT WOULD AFFECT THIS SURVEY. ANY NEW EVIDENCE CONTRADICTORY TO THIS SURVEY SHOULD BE PRESENTED TO CIVIL SCIENCE FOR REVIEW AND CONSIDERATION.

SPRING POINTE RETAIL CENTER SUBDIVISION, PLAT "A" (RECORDED DOCUMENT NO. 80202-2003, UTAH COUNTY RECORDS OFFICE).

STAFF REPORT

DATE: February 26, 2019

TO: Honorable Mayor and City Council

FROM: Laura Thompson, City Planner

SUBJECT: PLAT AMENDMENT APPROVAL OF SPRING POINTE RETAIL CENTER, PLAT I, WHICH IS AN AMENDMENT TO PLATS F AND G, LOCATED IN THE AREA OF 500 NORTH 2000 WEST IN THE HC-HIGHWAY COMMERCIAL ZONE.

RECOMMENDED MOTION

Motion to grant plat amendment approval of Spring Pointe Retail Center, Plat I, which is an amendment to Plats F and G, located in the area of 500 North 2000 West in the HC-Highway Commercial Zone.

SUMMARY OF ISSUES/FOCUS OF ACTION

Does the proposed subdivision meet the requirements of Springville City Code, particularly the following sections?

- 14-2-1 Application and Approval Process;
- 14-5-1 through 14-5-4, Subdivision Requirements; and
- 14-7-101 Plat Amends, Alterations and Vacations

BACKGROUND

The Spring Pointe Retail Center subdivision was initially approved on November 5, 2002. The original layout included very large parcels. Since then several plat amendments have occurred to create more developable lots.

The proposed plat amendment will amend Plats F and G. Although the amended plat contains five lots, only one new lot is being created. Lots 1-3 interior lot lines are being adjusted a few feet to the north.

DISCUSSION



The property is located in the HC-Highway Commercial Zone. The lots created within the proposed plat amendment meet the requirements of the zone.

PLANNING COMMISSION REVIEW

The Planning Commission considered the plat amendment on February 26, 2019 as part of the consent agenda.

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

Commission Vote

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

ALTERNATIVES

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

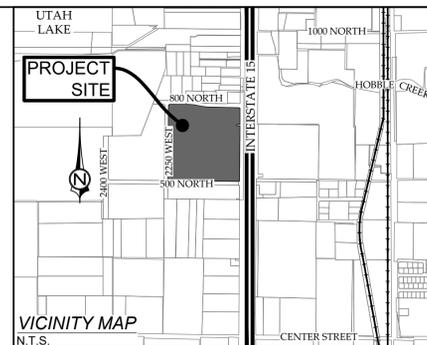
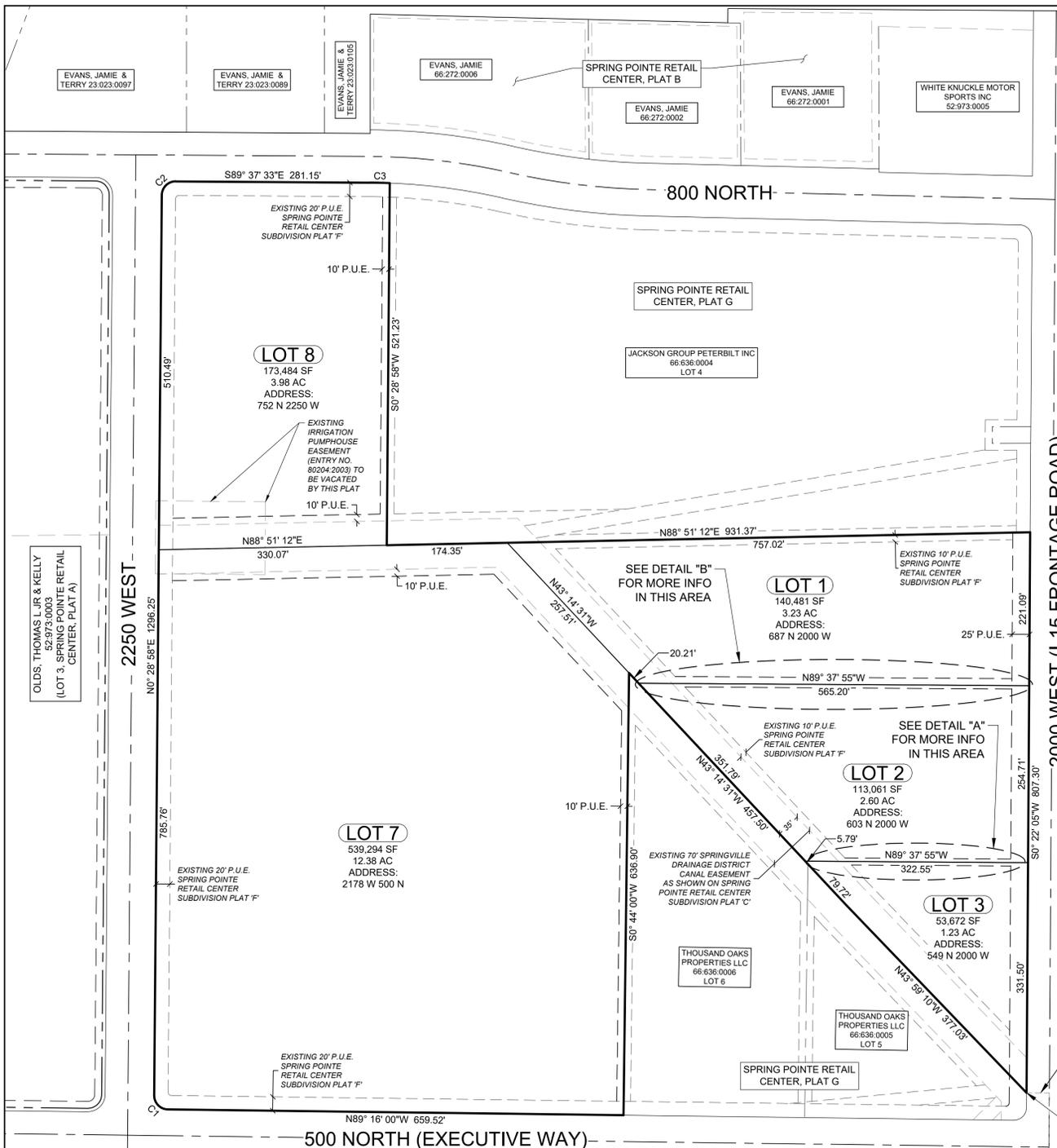
If denied, the City Council shall give reason for such disapproval. If additional conditions are required by the City Council, such conditions shall be referred to the Planning Commission for their review and approval prior to City Council's final action on the application.

Laura Thompson
City Planner

Attachments

cc: Thomas Olds
Andy Kitchen/Civil Science, Inc.





LEGEND

- PLAT BOUNDARY
- PROPOSED PROPERTY / LOT LINE
- EXISTING PROPERTY / LOT LINE
- PROPOSED EASEMENT LINE
- EXISTING EASEMENT LINE
- CENTERLINE
- SECTION CORNER
- SET REBAR & CAP

SURVEYOR'S CERTIFICATE

I, DAVID MORTENSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6436557 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF SAID TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREIN, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AND THAT THIS IS TRUE AND CORRECT.

DAVID T. MORTENSEN, P.L.S.
(see seal below)

DATE _____

LEGAL DESCRIPTION

ALL OF LOTS 1 & 7, SPRING POINTE RETAIL CENTER SUBDIVISION, PLAT "G", RECORDED JULY 25, 2018 AS ENTRY NO. 69571.2018, AS MAP 16162; AND LOTS 2 & 3, SPRING POINTE RETAIL CENTER SUBDIVISION, PLAT "F", RECORDED SEPTEMBER 13, 2017 AS ENTRY NO. 89604.2017, AS MAP 15703, OFFICIAL RECORDS UTAH COUNTY RECORDERS OFFICE, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, CITY OF SPRINGVILLE, UTAH COUNTY, STATE OF UTAH; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE N89° 00' 34"E 2280.28 FEET ALONG THE SOUTHERLY LINE OF SAID SECTION 30; THENCE N00° 22' 05" ALONG THE CENTERLINE OF 2000 WEST, 341.39 FEET; THENCE N89° 37' 55"W 33.00 FEET TO THE POINT OF BEGINNING. THENCE N43° 59' 10"W 377.03 FEET; THENCE N43° 31'W 457.50 FEET; THENCE S00° 44' 00"W 636.90 FEET; THENCE N89° 16' 00"W 659.52 FEET, TO THE BEGINNING OF A CURVE TO THE RIGHT, WITH A RADIUS OF 20.00 FEET; THENCE 31.33 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89° 44' 58"; THENCE N00° 28' 58"E 1296.25 FEET, TO THE BEGINNING OF A CURVE TO THE RIGHT, WITH A RADIUS OF 20.00 FEET; THENCE 31.38 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89° 53' 29"; THENCE S89° 37' 33"E 281.15 FEET, TO THE BEGINNING OF A CURVE TO THE RIGHT, WITH A RADIUS OF 898.32 FEET; THENCE S89° 37' 33"E 281.15 FEET, TO THE BEGINNING OF A CURVE TO THE RIGHT, WITH A RADIUS OF 898.32 FEET; THENCE 28.83 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01° 50' 35"; THENCE S00° 28' 58"W 521.23 FEET; THENCE N88° 51' 12"E 931.37 FEET; THENCE S00° 22' 05"W 807.30 FEET TO THE POINT OF BEGINNING.

CONTAINS 23.42 ACRES.

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	31.33'	20.00'	89°44'58"
C2	31.38'	20.00'	89°53'29"
C3	28.83'	896.32'	1°50'35"

PLAT NOTES:

OWNER: OLDS, THOMAS L JR & KELLY
PROJECT ACREAGE: 23.42 ACRES
LOT ACREAGE: LOT 1: 3.23 ACRES
LOT 2: 2.60 ACRES
LOT 3: 1.23 ACRES
LOT 7: 12.38 ACRES
LOT 8: 3.98 ACRES
RIGHT-OF-WAY DEDICATION: 0 ACRES
ZONE: HC

OWNERS DEDICATION

I (WE), THE UNDERSIGNED OWNER(S) OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP AND SUBJECT TO ANY CONDITIONS AND RESTRICTIONS STATED HEREON, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND EASEMENTS, AND DO HEREBY DEDICATE OTHER PUBLIC AREAS AS INDICATED HEREON FOR THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF _____, 2019.

BY: _____
BY: _____
BY: _____
TITLE: _____

ACKNOWLEDGEMENT

STATE OF _____ COUNTY OF _____ (ss.)

ON THE ____ DAY OF _____, 2019, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

NOTARY PUBLIC STATE OF _____ MY COMMISSION EXPIRES _____

LIMITED LIABILITY ACKNOWLEDGEMENT

STATE OF _____ COUNTY OF _____ (ss.)

ON THE ____ DAY OF _____, 2019, PERSONALLY APPEARED BEFORE ME _____ WHO, BEING BY ME DULY SWORN, DID SAY THAT _____ IS THE _____ OF A LIMITED LIABILITY COMPANY, AND THAT THE FOREGOING OWNER'S DEDICATION WAS SIGNED FOR, AND IN BEHALF OF, SAID LIMITED LIABILITY COMPANY, BY AUTHORITY OF ITS MEMBERS OR ITS ARTICLES OF ORGANIZATION, AND _____ ACKNOWLEDGE TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC STATE OF _____ MY COMMISSION EXPIRES _____

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO CREATE 2 LOTS FROM EXISTING PARCEL 7, AND TO MODIFY LOTS 1-3 OF SPRING POINTE RETAIL CENTER SUBDIVISION, PLAT "G". THE SURVEY WAS PERFORMED AT THE REQUEST OF OUR CLIENT. THE BASIS OF BEARING FOR THIS SURVEY IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; SHOWN HEREON AS N89°00'34"E.

THE FOLLOWING DOCUMENTS OF RECORD WERE REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY. THERE MAY BE OTHER DOCUMENTS EITHER PRIVATE OR OF RECORD THAT WOULD AFFECT THIS SURVEY. ANY NEW EVIDENCE CONTRADICTORY TO THIS SURVEY SHOULD BE PRESENTED TO CIVIL SCIENCE FOR REVIEW AND CONSIDERATION.

SPRING POINTE RETAIL CENTER SUBDIVISION, PLAT "A" (RECORDED DOCUMENT NO. 80202.2003, UTAH COUNTY RECORD'S OFFICE).
SPRING POINTE RETAIL CENTER SUBDIVISION, PLAT "C" (RECORDED DOCUMENT NO. 68300.2010, UTAH COUNTY RECORD'S OFFICE).
SPRING POINTE RETAIL CENTER SUBDIVISION, PLAT "F" (RECORDED DOCUMENT NO. 89604.2017, UTAH COUNTY RECORD'S OFFICE).
SPRING POINTE RETAIL CENTER SUBDIVISION, PLAT "G" (RECORDED DOCUMENT NO. 69571.2018, UTAH COUNTY RECORD'S OFFICE).

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF SPRINGVILLE, COUNTY OF UTAH, HEREBY APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON AND ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS ____ DAY OF _____, 2019.

MAYOR _____ COUNCIL _____
COUNCIL _____ COUNCIL _____
COUNCIL _____ COUNCIL _____
APPROVED: _____ ATTEST: _____
CITY ENGINEER (see seal below) CLERK - RECORDER (see seal below)
SPRINGVILLE CITY SPRINGVILLE CITY

PLANNING COMMISSION APPROVAL

APPROVED THIS ____ DAY OF _____, 2019, BY THE SPRINGVILLE CITY PLANNING COMMISSION.

DIRECTOR - SECRETARY _____ CHAIRPERSON, PLANNING COMMISSION _____

CITY ATTORNEY

APPROVED THIS ____ DAY OF _____, 2019.

CITY ATTORNEY _____

DOMINION ENERGY UTAH - NOTE:

QUESTAR GAS COMPANY, DBA DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT FOR THE PURPOSES OF APPROXIMATING THE LOCATION, BOUNDARIES, COURSE AND DIMENSIONS OF THE RIGHTS-OF-WAY AND EASEMENT GRANTS AND EXISTING UNDERGROUND FACILITIES. NOTHING HEREIN SHALL BE CONSTRUED TO WARRANT OR VERIFY THE PRECISE LOCATION OF SUCH ITEMS. THE RIGHTS-OF-WAY AND EASEMENTS ARE SUBJECT TO NUMEROUS RESTRICTIONS APPEARING ON THE RECORDED RIGHT-OF-WAY AND EASEMENT GRANT(S). DOMINION ENERGY UTAH ALSO APPROVES THIS PLAT FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS; HOWEVER, DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABRIGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 801-366-8532.

QUESTAR GAS COMPANY
DBA DOMINION ENERGY UTAH

APPROVED THIS ____ DAY OF _____, 2019

BY: _____
TITLE: _____

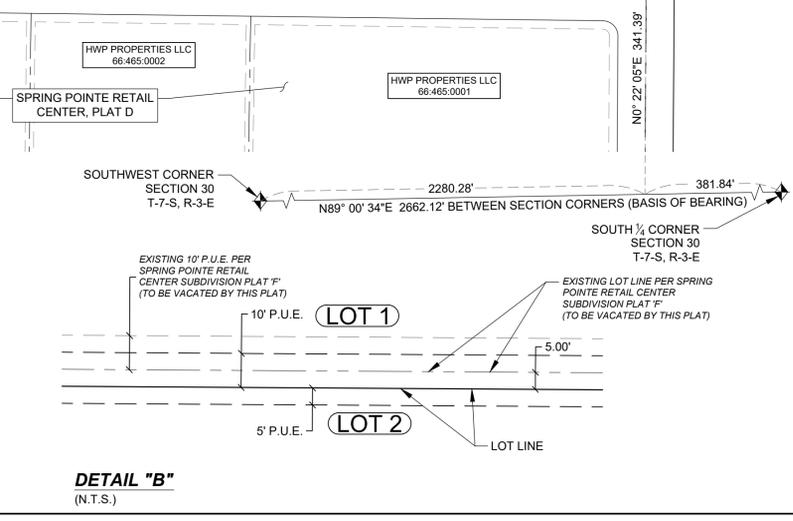
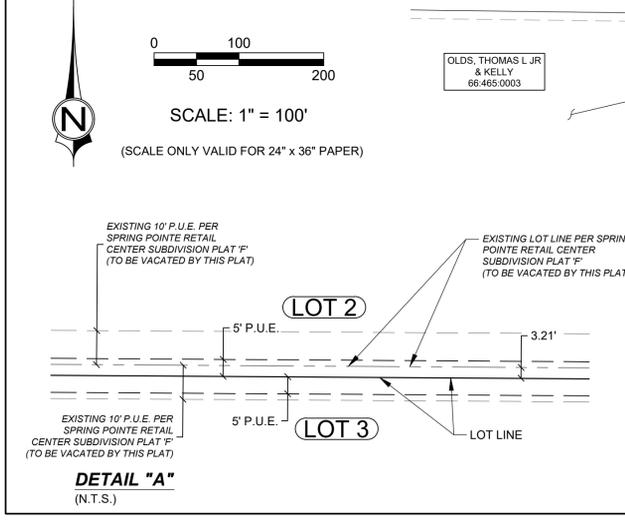
PLAT "I"

SPRING POINTE RETAIL CENTER SUBDIVISION

(AN AMENDMENT OF SPRING POINTE RETAIL CENTER SUBDIVISION PLATS F AND G)

LOCATED IN THE SW ¼ OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, CITY OF SPRINGVILLE, UTAH COUNTY, UTAH

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



PROJ. # Fx16138
DATE 02-08-2019
DRAWN BY: TLK
CHECKED BY: DTM

CivilScience
Engineers | Surveyors | Solutions
3160 WEST CLUBHOUSE DRIVE
LEHI, UT 84043
801.768.7200

SHEET
1 OF 1

PLAT "I"

SPRING POINTE RETAIL CENTER SUBDIVISION

(AN AMENDMENT OF SPRING POINTE RETAIL CENTER SUBDIVISION PLATS F AND G)

LOCATED IN THE SW ¼ OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, CITY OF SPRINGVILLE, UTAH COUNTY, UTAH

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



STAFF REPORT

DATE: February 26, 2019

TO: Honorable Mayor and City Council

FROM: Laura Thompson, City Planner

SUBJECT: FINAL APPROVAL FOR ASHTON SPRINGS SUBDIVISION, PLAT 'A'
LOCATED IN THE AREA OF 900 S 750 W IN THE R1-10 SINGLE-FAMILY AND
WF-1 WESTFIELDS OVERLAY ZONES.

RECOMMENDED MOTION

Motion to grant final approval for Ashton Springs Subdivision, Plat 'A' located in the area of 900 S 750 W in the R1-10 Single-Family and WF-1 Westfields Overlay zones.

SUMMARY OF ISSUES/FOCUS OF ACTION

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

BACKGROUND

The preliminary plan for Ashton Springs was approved by the Planning Commission on December 11, 2108 and because it is a density bonus development, the City Council approved the plan on December 18, 2018.

The 24.91-acre development will contain 84 single-family lots and be completed in two-phases. The recommendation for final approval is for the first phase, containing 46 single-family lots.

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 proposed development is requesting a 14% density bonus, which will allow for an additional 10-units above the base density.

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.

Density Bonus Category	Density Bonus Improvement	Bonus %
Parks and Open Space (Minimum 3%) 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 (Minimum 3%)	A density bonus of 8% shall be given where 25% of the gross facade elevation includes brick or stone and the remainder in stucco, wood or fiber cement siding on detached single-family and attached two-family dwellings.	8%
Design Features	A density bonus of up to 3% may be given for a recessed entry at least 3 feet deep and 5 feet wide with living space on either side and roofed.	3%
TOTAL DENSITY BONUS		14%

In addition to any density bonus criteria, every development in the Westfields Overlay must meet the minimum performance standards listed in Section 11-5-404 of Springville City Code.

PLANNING COMMISSION REVIEW

The Planning Commission considered the final plan on February 12, 2019 as part of the consent agenda.

COMMISSION ACTION: Commissioner Baker moved to approve the consent agenda. Commissioner Mertz 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 subdivision;
2. Approve with conditions; or
3. Deny the application.

If denied, the City Council shall give reason for such disapproval. If additional conditions are required by the City Council, such conditions shall be referred to the Planning Commission for their review and approval prior to City Council's final action on the application.

Laura Thompson
City Planner

Attachments

cc: Matthew Baker



GENERAL CONSTRUCTION NOTES:

- ALL CULINARY WATER LINE PIPING SHALL BE PLACED WITH A MINIMUM OF 4'-0" COVER OVER THE TOP OF THE PIPE. GAS LINES SHALL BE PLACED WITH A MINIMUM OF 2'-6" COVER.
- ALL SECONDARY WATER LINE PIPING SHALL BE PLACED WITH A MINIMUM OF 2'-6" COVER OVER THE TOP OF THE PIPE.
- ALL NEW CULINARY WATER LINE PIPE SHALL BE PVC C-900 DR-18 BLUE PIPE UNLESS OTHERWISE APPROVED BY THE CITY. ALL NEW PRESSURIZED IRRIGATION LINE SHALL BE PVC C900 DR18 CLASS 150 PIPE AND SHALL BE PURPLE IN COLOR.
- ALL NEW CULINARY WATER MAIN LINE PIPE SHALL BE 8 INCHES IN DIAMETER, UNLESS OTHERWISE SHOWN.
- ALL NEW PRESSURIZED IRRIGATION MAIN LINE PIPE SHALL BE 6 INCHES IN DIAMETER, UNLESS OTHERWISE SHOWN.
- ALL SERVICE METER BOXES SHALL BE LOCATED ON CENTER WITHIN THE PLANTER STRIP.
- ONLY CITY PERSONNEL SHALL OPEN AND CLOSE WATER VALVES, UNLESS APPROVED OTHERWISE IN WRITING BY THE CITY.
- ALL WATER SAMPLES FOR CULINARY WATER TESTING SHALL BE COLLECTED AND DELIVERED BY CITY PERSONNEL. THE CONTRACTOR SHALL PAY FOR THE TESTING EXPENSE.
- ALL SEWER SERVICE LATERALS TAPS ON EXISTING LINES SHALL BE "INSERTA-TEE-TYPE" CONNECTIONS.
- THE CONTRACTOR SHALL PROVIDE, INSTALL, AND MAINTAIN ALL ROAD CONSTRUCTION, BARRICADES, CHANNELING DEVICES, AND CONSTRUCTION SIGNS IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) FOR ROAD CONSTRUCTION ACTIVITIES.
- TRAFFIC ACCESS SHALL BE MAINTAINED FOR LOCAL RESIDENTS TO PROPERTIES ALONG CONSTRUCTION BOUNDARIES.
- ALL DEBRIS RESULTING FROM WORK ON THE PROJECT SHALL BE DISPOSED OF BY THE CONTRACTOR. THE CONTRACTOR SHALL MAKE APPROPRIATE ARRANGEMENTS FOR DISPOSAL SITES AT WHICH DEBRIS MAY BE LAWFULLY DISPOSED.
- NO OPEN BURNING OF CONSTRUCTION DEBRIS SHALL BE ALLOWED.
- THIS PROPERTY IS LOCATED WITHIN A HIGH GROUND WATER AREA. NO BASEMENTS WILL BE ALLOWED.
- THE CONTRACTOR SHALL CONSTRUCT THE WORK SPECIFIED HEREIN IN ACCORDANCE WITH THE REQUIREMENTS OF THE SPRINGVILLE CITY STANDARD SPECIFICATIONS AND DRAWINGS MANUAL (LATEST EDITION), REQUIREMENTS OF THE SPRINGVILLE CITY PUBLIC WORKS DEPARTMENT, SPRINGVILLE CITY CODE, AND THE REFERENCED PORTIONS OF THOSE REFERENCED CODES, STANDARDS, AND SPECIFICATIONS LISTED HEREIN. WHERE THERE ARE DIFFERENCES BETWEEN THE PROJECT SPECIFICATIONS AND DRAWINGS AND SPRINGVILLE CITY STANDARD SPECIFICATIONS AND DRAWINGS AND SPRINGVILLE CITY CODE, THE SPRINGVILLE CITY STANDARD SPECIFICATIONS AND DRAWINGS AND SPRINGVILLE CITY CODE, SHALL GOVERN

SPRINGVILLE IRRIGATION & DRAINAGE GROUP NOTES:

Contractor must notify Franson Civil Engineers at least 24 hours before construction on Springville Irrigation and Drainage Group facilities. Call Todd Adams with Franson Civil Engineers at 801-756-0309. Failure to do so may result in a \$5,000 fine.

Springville Irrigation and Drainage Group contact during construction: Tom Stetser, Water Master, 801-427-2240.

All construction must be done to Springville Irrigation and Drainage Group Standards.

Contractor must document all new pipes by video camera after installation and backfill. Any problems with joints, levels, slopes, etc. discovered by the video technicians must be repaired. A digital copy of the video must be submitted to Todd Adams of Franson Civil Engineers.

Prior to backfilling of pipes, the contractor must notify Todd Adams of Franson Civil Engineers so a GPS survey of the location and elevation of the installed pipelines can be performed.

Fences disturbed during construction activities must be replaced and returned to preconstruction conditions, or better.

All backfill materials shall be compacted to a minimum of 95% standard Proctor density.

All concrete used in construction shall have a minimum compressive strength of 4,000 psi. The concrete mix shall include between 5% and 7% air entrainment.

Irrigation and Drain Line Notes

o In areas with high clay content in the soil, SIDG will perform a flow test on the proposed fabric. If clay plugs the fabric, it will only be required on the top of the gravel.

o Manhole lids must be marked as "DRAIN" only. Sewer, Water, Storm Drain etc. is not acceptable.

o Clay cutoffs are required every 250 feet on sewer and other lines that are deeper than drain lines to prevent water from following the pipe trench. Clay cutoffs must be 2 feet long, keyed into the trench walls 1 foot, surrounding the pipe, and as high as the drain lines.

o All drain lines must be documented by video camera after installation and backfill. Any problems with joints, levels, slopes, etc. discovered by the video technicians must be repaired.

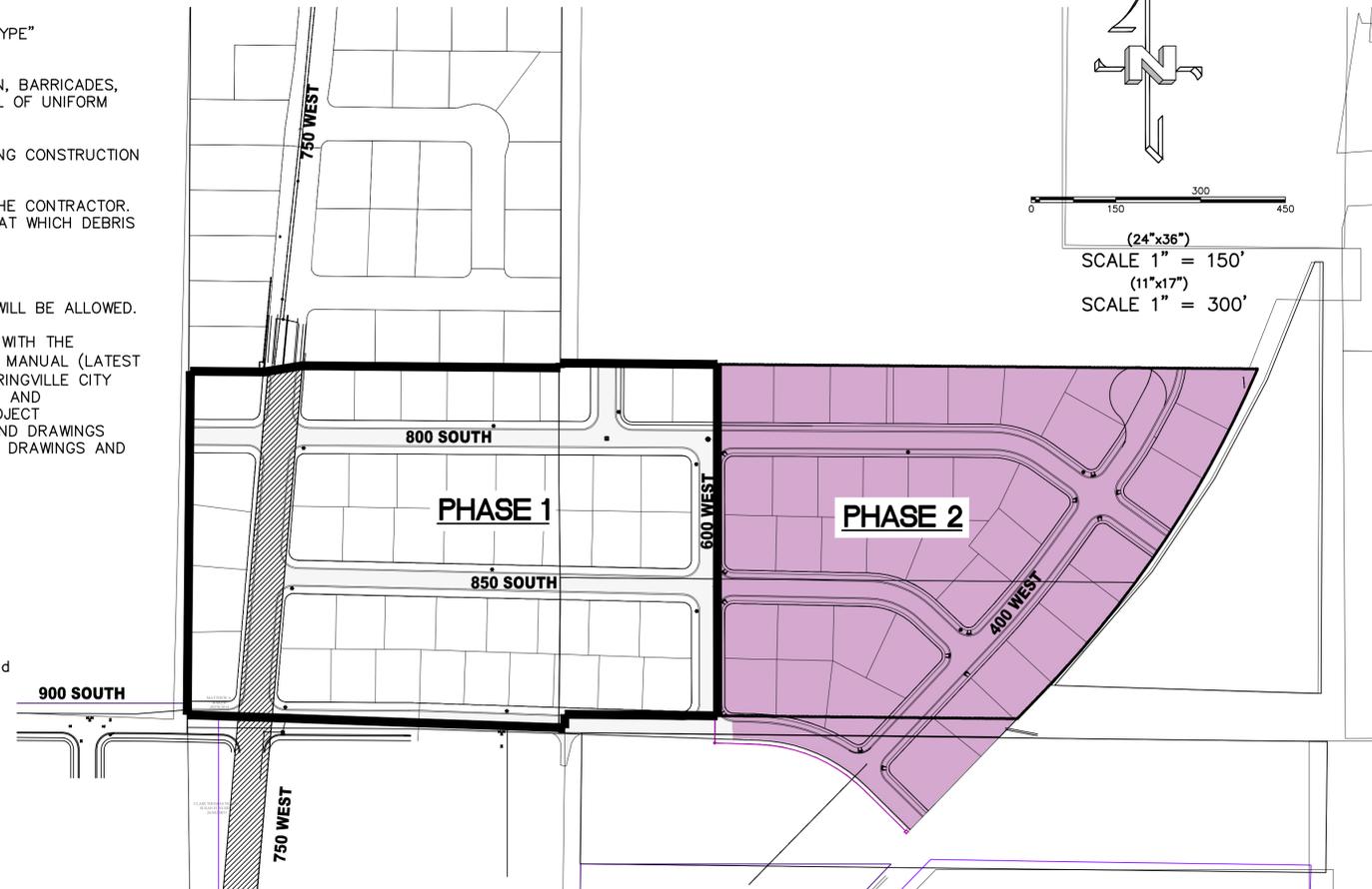
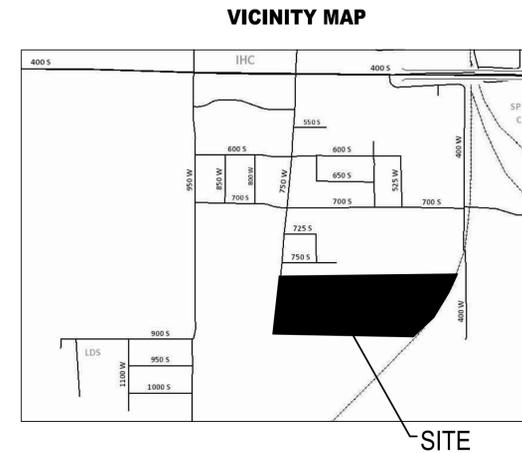
o Pipes or other utilities running parallel to the irrigation pipe in a shared easement shall be placed a minimum of 5 feet horizontally distanced from the irrigation pipe.

o Pipes crossing perpendicularly over or under the drain pipe shall have a minimum 1-foot vertical clearance.

o Before backfilling the pipes, the contractor must notify Todd Adams of Franson Civil Engineers so a GPS survey of the location and elevation of the installed drain lines can be performed.

**- FINAL PLAN/PLAT SET -
ASHTON SPRINGS - Phase 1
RESIDENTIAL SUBDIVISION**

Located in Section 5, Township 8 South, Range 3
East, Salt Lake Base and Meridian
Springville City, Utah County, Utah



SPRINGVILLE POWER NOTES:

- DEVELOPER SHALL PROTECT ALL EXISTING ELECTRICAL FACILITIES AND OPERATING CLEARANCE REQUIREMENTS.
- DEVELOPER SHALL PAY TO MOVE ALL EXISTING ELECTRICAL FACILITIES IF THE NEED ARISES.
- DEVELOPER SHALL COORDINATE ALL POWER DESIGN AND INSTALLATION WITH THE ELECTRICAL DEPARTMENT, BRANDON GRAHAM 801-489-2733, bgraham@springville.org
- ALL EXISTING PUBLIC UTILITY EASEMENTS (PUE) AND EXISTING ELECTRICAL FACILITIES SHALL BE PRESERVED BY THE DEVELOPER.
- DEVELOPER SHALL INSTALL ELECTRICAL SYSTEM AS PER SPRINGVILLE CITY POWER DEPT. SPECIFICATION MANUAL.
- PLEASE FILL OUT "NEW SERVICE REQUEST" FORM
6.1. [HTTPS://WWW.SPRINGVILLE.ORG/WP-CONTENT/UPLOADS/2017/07/LOAD-REQUEST-FORM-1.PDF](https://www.springville.org/wp-content/uploads/2017/07/load-request-form-1.pdf) AND RETURN TO ELECTRICDISTRIBUTION@SPRINGVILLE.ORG
- ALL EXISTING PUBLIC UTILITY EASEMENTS (PUE) AND EXISTING ELECTRICAL FACILITIES SHALL BE PRESERVED BY THE DEVELOPER.
- DEVELOPER SHALL PROVIDE (PUE) ON ALL SIDES OF PROPERTY OR AS SHOWN ON PLAT.

PROJECT DEVELOPER

MATT BAKER
PH - 801.830.1645

PROJECT ENGINEER & SURVEYOR
REGION ENGINEERING & SURVEYING
1776 NORTH STATE STREET #110
OREM, UTAH 84057
PH - 801.376.2245

OVERALL PROJECT

TOTAL PLAT ACREAGE	24.91 ACRES
TOTAL LOT ACREAGE	18.00 ACRES
TOTAL ROW ACREAGE	7.09 ACRES
AVERAGE LOT SIZE	9,562 S.F.
NUMBER OF LOTS	84
# OF LOTS - R1-10	23
# OF LOTS - R1-8	48
# OF LOTS - R2	13

PHASE 1 STATISTICS

TOTAL PLAT ACREAGE	13.36 ACRES
TOTAL LOT ACREAGE	9.11 ACRES
TOTAL ROW ACREAGE	4.25 ACRES
AVERAGE LOT SIZE	9,562 S.F.
NUMBER OF LOTS	46
# OF LOTS - R1-10	4
# OF LOTS - R1-8	31
# OF LOTS - R2	11

-INDEX OF PLAN SHEETS-

SHEET	DESCRIPTION
CS-01	COVER SHEET
PLAT	FINAL PLAT
EX-01	EXISTING CONDITIONS
UP-01 - UP-03	UTILITY PLAN
SS-01 - SS-02	SANITARY SEWER PLAN
GR-01 - GR-03	GRADING PLANS
PP-00	PLAN & PROFILE INDEX
PP-01 - PP-10	PLAN & PROFILE SHEETS
EC-01	EROSION CONTROL PLAN
EC-02	EROSION CONTROL DETAILS
DT-01	TYPICAL DETAILS

Engineering & Surveying
region
1776 N. State St. #110
Orem, UT 84057
P: 801.376.2245
regiondesignllc.com



**ASHTON SPRINGS - Phase 1
RESIDENTIAL SUBDIVISION**
LOCATED IN THE NORTHEAST QUARTER OF
SECTION 5, TOWNSHIP 8 SOUTH
RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN

DATE: 2.12.2019

PROJECT #

REVISIONS:

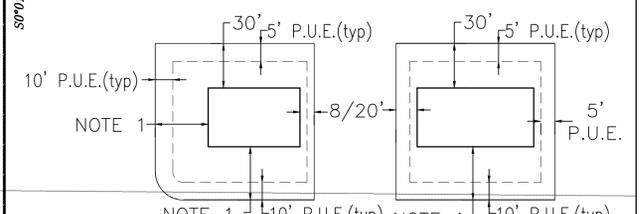
1	
2	
3	

SHEET NAME:
COVER SHEET & NOTES
SHEET:
CS-01



CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	22.40'	15.00'	20.38'	N47°35'06"E	85°33'47"
C2	24.67'	15.11'	22.02'	N42°24'54"W	93°30'50"
C3	22.64'	15.00'	20.55'	N48°02'48"E	86°29'10"
C4	24.48'	15.00'	21.85'	S41°57'12"E	93°30'50"
C5	24.73'	15.00'	22.02'	N42°25'36"W	94°27'36"
C6	22.39'	15.00'	20.37'	N47°34'24"E	85°32'24"
C7	24.73'	15.00'	22.02'	S42°25'22"E	94°27'36"
C8	22.40'	15.00'	20.37'	S47°34'38"W	85°32'24"
C9	23.56'	15.00'	21.21'	N45°20'34"E	90°00'00"
C10	23.46'	15.00'	21.14'	N44°50'38"W	89°37'32"
C11	23.91'	15.00'	21.46'	N45°37'45"E	91°19'15"
C12	23.22'	15.00'	20.97'	S44°22'15"E	88°40'45"
C13	24.07'	15.00'	21.57'	S45°55'56"W	91°55'36"
C14	28.46'	1000.00'	28.46'	S88°49'05"E	1°37'51"
C15	17.82'	1036.00'	17.82'	N89°08'26"W	0°59'07"
C16	12.85'	1036.00'	12.85'	N88°17'33"W	0°42'39"
C17	17.75'	1130.00'	17.75'	N89°11'00"W	0°54'00"
C18	14.28'	1130.00'	14.28'	N88°22'17"W	0°43'27"

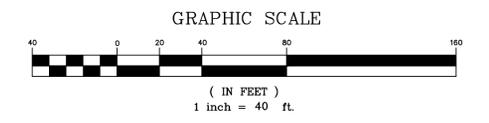
TYPICAL SETBACK & P.U.E. DETAILS



NOTE 1 - 10' P.U.E. (typ) NOTE 1 - 10' P.U.E. (typ)
CORNER LOT **INTERIOR LOT**
 NOTE:
 1. FRONT SETBACK & CORNER SIDE SETBACK VARIES PER CODE



1" = 40'





STAFF REPORT

DATE: February 27, 2019

TO: The Honorable Mayor and City Council and the Springville City Redevelopment Agency

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF A RESOLUTION TO APPROVE THE FRONTAGE ROAD NEIGHBORHOOD DEVELOPMENT PROJECT AREA SEWER AGREEMENT BY AND BETWEEN THE REDEVELOPMENT AGENCY OF SPRINGVILLE CITY, THE OLDS FAMILY 2002 TRUST, AND SPRINGVILLE CITY.

RECOMMENDED MOTION

Motion to Approve Resolution #_____ that approves the Frontage Road Neighborhood Development Project Area Sewer Agreement by and between the Redevelopment Agency of Springville City, The Olds Family 2002 Trust, and Springville City.

BACKGROUND

On December 18, 2017, the Springville City Redevelopment Agency approved entering into a Participation Agreement with The Olds Family 2002 Trust (“Participant”), which agreement allocated 70% of the Agency’s tax increment from Participant’s property to Participant. Under the Participation Agreement, before any tax increment was to be paid to Participant, a sewer lift station needed for Participant’s property was to be paid with the tax increment that has been and will be collect from Participant’s property.

In the event that Participant decides that Participant wants the lift station sooner than tax increment is collect to pay for the lift station, the Participation Agreement allows Participant to move forward with constructing the lift station at Participant’s cost. Agency and the City, for capacity needed offsite, would then reimburse Participant for the costs of the lift station. The proposed agreement sets the terms for Participant to construct the lift station at this time.

The following provisions, among others, are in the proposed agreement:

- Lift Station Cost. Total Cost to Build Sewer Lift Station is \$619,126.54. Agency and City will not make any payments until the lift station has been completed.
 - Engineers’ Division of Costs:
 - Agency will pay \$444,572.78
 - Initial payment will be \$161,574.11 (amount of current tax increment collected from Participant’s property).

- Remaining balance will be paid as Agency collects tax increment. No payment is required if tax increment is not collected.
 - City will pay \$174,553.76.
- Lift Station Property. The property required for the lift station is approximately 3,600 square feet and is located along the frontage of the subdivision. Based on the square footage price property for property already sold in the development, the property is worth \$14,400. After the lift station has been constructed, the property will be deeded to the City. The City will pay 70% (\$10,080) and Agency 30% (\$4,320) for the property.
- Change Orders. Both parties will pay fifty percent of each change order, unless the change order is clearly for either onsite or offsite costs. If the change order is for onsite development, the Agency will pay it. If it is for offsite development, the City will pay for it.

FISCAL IMPACT

Agency will pay \$448,892.78 as tax increment is collected. In the event that the Agency does not collect that amount, the Agency does not need to pay the full amount. The City will pay \$184,633.76 for the lift station.

RESOLUTION #2019-XX

A RESOLUTION APPROVING THE FRONTAGE ROAD NEIGHBORHOOD DEVELOPMENT PROJECT AREA SEWER AGREEMENT BY AND BETWEEN THE REDEVELOPMENT AGENCY OF SPRINGVILLE CITY, THE OLDS FAMILY 2002 TRUST, AND SPRINGVILLE CITY.

WHEREAS, On December 18, 2017, the Springville City Redevelopment Agency (the "Agency") and The Olds Family 2002 Trust (the "Participant") entered into the Frontage Road Neighborhood Development Project Area Participation Agreement by and between The Redevelopment Agency of Springville City and The Olds Family 2002 Trust (the "Participation Agreement"). One of the issues addressed in the Participation Agreement is the sewer lift station (the "Lift Station") needed for the development of property the Participant owns in the project area (the "Site"); and

WHEREAS, the Participation Agreement states that the parties' to the Participation Agreement may enter into an agreement wherein the Participant would move forward with the construction of the Lift Station at the Participant's own cost with the understanding that the Agency would reimburse the Participant for costs associated with the Site and Springville City (the "City") would reimburse the Participant for Lift Station costs necessary to service property outside of the project area. The attached agreement is the agreement contemplated in the Participation Agreement; and

WHEREAS, the attached agreement estimates that the total cost of the Lift Station is \$619,126.54, with the Agency's share being approximately \$444,572.78 and the City's share being approximately \$174,553.76; and

WHEREAS, the agreement also values the property on which the Lift Station will be located as being worth \$14,400 for approximately 3,600 square feet. Under the agreement, the Agency will pay \$4,320 (30%) and the City will pay \$10,080 (70%) for the property.

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

SECTION 1. Agreement Approval. The Agreement, substantially in the form attached as EXHIBIT A, is approved and shall be executed by the Mayor.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF SPRINGVILLE CITY, ON THIS 5th DAY OF MARCH, 2019.

Richard J. Child, Mayor
Springville City

Attest:

Kim Crane, City Recorder

EXHIBIT A
AGREEMENT

**FRONTAGE ROAD NEIGHBORHOOD DEVELOPMENT PROJECT AREA
SEWER AGREEMENT
BY AND BETWEEN THE
REDEVELOPMENT AGENCY OF SPRINGVILLE CITY,
THE OLDS FAMILY 2002 TRUST, AND
SPRINGVILLE CITY**

This Agreement is entered this 05th day of March, 2019, by and between the **Redevelopment Agency of Springville City**, a political subdivision of the State of Utah ("Agency"); **Thomas L. Olds, Jr. and Kelly Olds, Trustees of The Olds Family 2002 Trust under Declaration of Trust dated June 3, 2002** ("Participant"); and **Springville City**, a Utah municipal corporation ("City"). Agency, Participant, and City may also be individually referred to as "**Party**" and collectively as "**Parties**".

BACKGROUND

- A. On _____, Agency and Participant entered into the Frontage Road Neighborhood Development Project Area Participation Agreement by and between The Redevelopment Agency of Springville City and The Olds Family 2002 Trust (the "Participation Agreement"). The Participation Agreement contains a number of provisions concerning how tax increment will be paid from Agency to Participant.
- B. One of the issues addressed in the Participation Agreement is the sewer Lift Station (the "Lift Station") needed for the Site. The Site in this Agreement shall mean the Site as defined in the Participation Agreement.
- C. Section 2.1 of the Participation Agreement states that the Lift Station is to be "paid from two sources: a) the Agency will utilize tax increment it has and will receive from the Site, other than the 20% of tax increment that is required to be used on housing, to pay for that portion of the Lift Station Costs attributable to the size and

- capacity of the Lift Station appropriate for the Site; and b) the Agency and/or the City will pay from sources, other than the Participant and tax increment that is to be paid to Participant under this agreement for that portion of the Lift Station Costs attributable to the additional size and capacity of the Lift Station necessary to service surrounding non-Site property.”
- D. Furthermore, Section 2.1 of the Participation Agreement states, “In the event that the timing of the Site’s development requires the Lift Station to be installed prior to the Agency collecting that portion of the Lift Station Costs attributable to the Site, the Parties will work together to determine how the Lift Station will be installed and how the Lift Station Costs will be paid. However, in no event shall the Agency be required to pay for the Lift Station Costs attributable to the Site out of funds besides the tax increment it receives from the Site.”
- E. Based on the anticipated schedule for developing the Site, Participant is desirous at this time to move forward with the construction of the Lift Station and is willing to pay for the entire costs of the Lift Station upfront with the understanding that Participant will receive reimbursement from Agency and City in accordance with the terms of this Agreement.
- F. Since entering into the Participation Agreement, the Parties have designed and determined the Lift Station costs attributable to the Lift Station’s size and capacity needed for the Site and costs for upsizing the Lift Station to meet the additional size and capacity needed for surrounding non-Site property.
- G. The Lift Station costs necessary for the Site are \$444,572.78, as shown on the estimated itemized costs for the Flow 90 GPM System attached as Exhibit A. The total cost of the Lift Station, including upsizing costs for the surrounding areas, is \$ \$619,126.54, as shown on the estimated itemized costs for the Flow 625 GPM System attached as Exhibit A. Accordingly, the total amount to be paid from Agency tax increment from the Site is \$444,572.78. City is responsible to pay the upsizing cost of \$174,553.76.

- H. In addition to the costs to construct the Lift Station, Agency desires to purchase the property and Participant desires to sell the property on which the Lift Station will be constructed. The property on which the Lift Station is to be constructed is approximately 3,600 square feet (the "Lift Station Property"), as shown on the attached map attached as Exhibit B, and has a fair market value of \$14,400. The purchase price of the Lift Station Property will be shared by City and Agency with City paying 70% (\$10,080) and Agency paying 30% (\$4,320). The purchase price for the Lift Station Property shall be paid at the time the property is deeded to City.
- I. The Parties desire to enter into this Agreement to formalize the process for the construction of the Lift Station, purchase of the Lift Station Property and reimbursement payment to Participant for Lift Station.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, Participant, Agency and City agree to the following:

1. **Recitals Affirmed.** The parties each certify the correctness and accuracy of the facts recited above and adopt the same as a statement of their principal reasons for entering this Agreement.
2. **Purpose.** This Agreement is entered into for the construction of the Lift Station on the Site as described herein. Other than the Lift Station, nothing in this Agreement addresses or governs any development of the Site.
3. **Construction of the Lift Station.** Participant shall construct the Lift Station a) in a good and workmanlike manner, (b) in conformance with the construction plans attached as Exhibit C, and (c) in compliance with all applicable laws, statutes, ordinances, resolutions, the Springville Municipal Code (the "City Code"), rules, regulations, and official policies of the City applicable to the construction and installation of the Lift Station. Participant shall furnish all materials, supplies, tools, equipment, labor and any and all other services necessary for the construction, installation and completion of the Lift Station at Participant's sole cost with the understanding that Participant will be reimbursed pursuant to Section 4 of this Agreement.

4. **Lift Station Costs.** The costs for constructing and installing the Lift Station shall be as follows:

- a. Lift Station costs attributable to the Site shall be \$444,572.78. plus \$4,320 for the land costs, totaling \$448,892.78.
- b. Upsizing the Lift Station costs attributable to the surrounding area shall be \$174,553.76, plus \$10,080 for land costs, totaling \$184,633.76.
- c. Total costs to construct and install the Lift Station, including land costs, shall be \$633,526.54.

5. **Reimbursement.** Participant will be paid reimbursement payments for the amount of \$633,526.54 ("Reimbursement Payments"), as follows:

- a. Upon (1) completion of construction of the Lift Station; (2) City's approval and acceptance of the Lift Station; and (3) Participant's delivery of a fully-executed deed to the Lift Station Property to City (or an easement to City pursuant to Section 6):
 - i. Agency shall pay to Participant the full amount of tax increment the Site has received to that date (minus 20% of the tax increment that is required to be used on housing), which amount currently is approximately \$161,574.11, and
 - ii. City shall pay to Participant the amount of \$184,633.76.
- b. As Agency receives tax increment generated from the Site, (minus 20% of all tax increment received that is required to be used for housing), Agency shall pay to Participant any remaining and unpaid balance of the \$448,892.78 (as adjusted pursuant to Section 5(c) below) until the amount is paid in full. As stated under the Participation Agreement, Agency is only required to pay Participant for the costs of the Lift Station to the extent that tax increment is actually generated from the Site and actually paid to Agency. Collected tax increment from the Site, minus the 20% of tax increment for housing, is Agency's only available funding source and the only funds Agency is obligated to pay

Participant for the Lift Station. Participant acknowledges and agrees that Agency has no funds or revenue to make reimbursement payments under this Agreement other than the tax increment Agency receives from the taxing entities that levy taxes on the Site. Other than the amounts referred to under 5.a., Participant acknowledges that Participant may not receive any other reimbursement payments because Agency may not receive tax increment.

- c. The parties acknowledge and agree that the amount of \$619,126.54 may not be the actual costs to construct and install the Lift Station. In the event the actual costs to construct and install the Lift Station exceed \$619,126.54, the Parties shall each pay one-half of the amount in excess of \$619,126.54, unless a Party gives notice to the other Party that the excess costs are properly attributed more to one Party than the other Party, in which case the respective engineers of the Parties shall meet and confer to determine the appropriate allocation of the excess cost between the Parties. In the event that the above-estimated construction costs of the Lift Station are less than the Reimbursement Payments, the Reimbursement Payments shall be reduced to the actual costs, and the Agency and City shall each be credited their respective pro-rata portion of the decrease in Reimbursement Payments. The Parties shall, in good faith, review and approve or reject all change orders arising during the construction process. Each Party shall have ten days after receipt of a proposed change order to approve or reject the change order. If a Party does not approve or reject a proposed change order within ten days after receipt of the change order, the Party shall be deemed to have approved the change order. If a Party rejects a proposed change order, the Party shall provide a detailed written explanation of the rejection.

6. **Lift Station Property.** Prior to any payments being made to Participant under Section 5 of this Agreement, Participant shall deed the Lift Station Property to City with a warranty deed or, if the Lift Station Property has not been legally subdivided, Participant shall convey an easement in a form that is acceptable to City for the Lift Station Property, which easement shall be in effect until the Lift Station Property is subdivided. Participant agrees to include the Lift Station Property in a future subdivision of Participant's property, and once the Lift Station Property is legally subdivided, Participant shall deed the Lift Station Property to City with a

warranty deed. Participant shall deed the Lift Station Property to City free of any and all liens, encumbrances, deed restrictions, easements, encroachments, conditions, and liabilities of any kind. In addition to the deed, Participant shall assign and deliver to City all Lift Station construction warranties. Upon City's acceptance of the deed (or easement) by City, Participant shall have no further obligation or liability to City with regard to the operation, maintenance, or warranty of the Lift Station.

7. **Participation Agreement.** The Parties acknowledge that Agency has no obligation to pay Participant any of the Participant's Tax Increment Share under the Participation Agreement until the Lift Station Costs are paid.

8. **Indemnity.** Participant agrees to indemnify, release and defend City and Agency with Counsel of City and Agency's choice, and hold City and Agency, and those two entities' employees, officers, and agents harmless from and against any and all claims, demands, actions, or liability whatsoever, including, but not limited to, any bodily injury, property damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, to the extent resulting from (i) any negligent act or omission of Participant or Participant's contractors, sub-contractors, employees and/or agents, (ii) any claim or action related to the installation of the Lift Station or breach of this Agreement, (iii) any negligent or defective construction of any part of the Lift Station, during construction thereof, and from completion of such construction until that date which is one (1) year after the acceptance of the Lift Station by City; and (iv) liens or claims on the Lift Station by any persons providing materials and/or services related to the Lift Station on behalf of or at the request of Participant or Participant's contractors, subcontractors, employees or agents.

9. **Authority and Authorization.** Each Party hereby represents and warrants to the other Parties that the execution and delivery of this Agreement by the Party and the performance of the terms hereof by the Party, have been duly authorized through proper action and, upon full execution hereof, this Agreement will be binding on and enforceable against each Party.

10. **Other Laws.** Participant may be responsible to fulfill other federal, state and local laws, including, but not limited to Workers Compensation and Occupational Safety and Health Administration

regulations. Participant agrees to comply with all laws during construction of the Lift Station.

11. **Assignment**. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of all of the Parties.

12. **Attorney Fees**. In the event this Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney fees and all costs of enforcement of the non-breaching party.

13. **Governing Law and Jurisdiction**: This Agreement shall be governed by the laws of the State of Utah. Any suit, action or proceeding with respect to this Agreement shall be brought in the Fourth District Court of Utah. All parties submit to the jurisdiction of Utah courts with respect to any proceeding and agree that service of process as provided by Utah law may be made on all parties in such proceeding. No party may claim that Utah is an inconvenient forum.

14. **Severability**. Should any portion or paragraph of this Agreement be declared invalid or unenforceable, the remaining portions or paragraphs of the Agreement shall remain valid and enforceable.

15. **Modification**. Modification of this Agreement shall only be effective if agreed upon, in writing, and approved by each of the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

**REDEVELOPMENT AGENCY
OF SPRINGVILLE CITY**

By: _____
Richard J. Child
Chairman

Attest:

By: _____
Kim Crane
Secretary

**Thomas L. Olds, Jr. and Kelly Olds,
Trustees of The Olds Family 2002
Trust under Declaration of Trust
dated June 3, 2002**

By: _____
Thomas L. Olds, Jr.
Trustee

By: _____
Kelly Olds
Trustee

SPRINGVILLE CITY

By: _____
Richard J. Child
Mayor

Attest:

By: _____
Kim Crane
City Recorder

Spring Pointe Lift Station Estimate
Civil Science Update - January 29, 2019

Item	Description	Flow 90 GPM System			
		Quant	Unit	Price	Amount
1.0	Mobilization				\$ 13,275.00
	Transport and Travel	8	TRP	\$ 800.00	\$ 6,400.00
	Bond	1	LS	\$ 5,000.00	\$ 5,000.00
	Testing and Compliance	1	LS	\$ 1,875.00	\$ 1,875.00

Flow 360/625 GPM System			
Quant	Unit	Price	Amount
			\$ 18,300.00
12	TRP	\$ 800.00	\$ 9,600.00
1	LS	\$ 6,500.00	\$ 6,500.00
1	LS	\$ 2,200.00	\$ 2,200.00

2.0	Surfaces-Aggregate				\$ 10,992.50
	Drain Rock	60	TN	\$ 19.00	\$ 1,140.00
	A1a Import	100	TN	\$ 14.00	\$ 1,400.00
	Asphalt Repair w Roadbase	345	SF	\$ 4.00	\$ 1,380.00
	3" Crushed Limestone with Weed Barrier	400	SY	\$ 15.00	\$ 6,000.00
	Roadbase For Slabs	55	TN	\$ 19.50	\$ 1,072.50

			\$ 22,138.50
180	TN	\$ 19.00	\$ 3,420.00
459	TN	\$ 14.00	\$ 6,426.00
1305	SF	\$ 4.00	\$ 5,220.00
400	SY	\$ 15.00	\$ 6,000.00
55	TN	\$ 19.50	\$ 1,072.50

3.0	Site Work/Excavation				\$ 48,601.00
	Wet Well Pit Excavation	148	CY	\$ 25.00	\$ 3,700.00
	Remove Over Burden	550	CY	\$ 7.00	\$ 3,850.00
	Export Unsuitable	148	CY	\$ 7.00	\$ 1,036.00
	20' Trench Box	1	LS	\$ 10,000.00	\$ 10,000.00
	Dewatering	1	LS	\$ 15,000.00	\$ 15,000.00
	Fences and Gates	240	LF	\$ 40.00	\$ 9,600.00
	New Sidewalk (street sides)	600	SF	\$ 6.00	\$ 3,600.00
	Curb-Remove/ Replace	33	LF	\$ 55.00	\$ 1,815.00

			\$ 63,597.00
370	CY	\$ 25.00	\$ 9,250.00
550	CY	\$ 7.00	\$ 3,850.00
481	CY	\$ 7.00	\$ 3,367.00
1	LS	\$ 10,000.00	\$ 10,000.00
1	LS	\$ 21,180.00	\$ 21,180.00
240	LF	\$ 40.00	\$ 9,600.00
600	SF	\$ 6.00	\$ 3,600.00
50	LF	\$ 55.00	\$ 2,750.00

4.0	Inlet Piping and Structures				\$ 11,340.00
	8" Sewer Pipe	14	LF	\$ 60.00	\$ 840.00
	60" Inlet Box	1	LS	\$ 10,500.00	\$ 10,500.00
	60" ManHole				
	10" sewer pipe				
	Relay 10" Sewer Pipe/Rechannel Existing MH				

			\$ 35,980.00
1	LS	\$ 10,500.00	\$ 10,500.00
1	EA	\$ 8,500.00	\$ 8,500.00
82	LF	\$ 90.00	\$ 7,380.00
64	LF	\$ 150.00	\$ 9,600.00

5.0	Concrete Structures				\$ 30,850.00
	72" Manhole Wet Well	18	LF	\$ 1,000.00	\$ 18,000.00
	8' Box Wet Well				
	Line 8' Box Wet Well				
	8'x5'x7.5' Valve Box	7	CY	\$ 900.00	\$ 6,300.00
	Line Valve Box	262	SF	\$ 25.00	\$ 6,550.00

			\$ 68,350.00
1	LS	\$ 34,250.00	\$ 34,250.00
850	SF	\$ 25.00	\$ 21,250.00
7	CYD	\$ 900.00	\$ 6,300.00
262	SF	\$ 25.00	\$ 6,550.00

6.0	Internal Suction and Discharge				\$ 21,182.50
	Check Valves	2	EA	\$ 1,191.25	\$ 2,382.50
	Gate Valves	4	EA	\$ 450.00	\$ 1,800.00
	Fittings, Spools and Pipe	1	LS	\$ 5,000.00	\$ 5,000.00
	Aluminum Retractable Basket Screen	1	EA	\$ 2,000.00	\$ 2,000.00
	Stainless Steel Retractable Bar Screen				
	Open Channel Grinder				
	Channelize For Grinder				
	Flow Meter	1	EA	\$ 4,500.00	\$ 4,500.00
	Flow Meter Isolation Valve	1	EA	\$ 1,250.00	\$ 1,250.00
	Air Vent to Relieve Air For Full Flow Meter	1	EA	\$ 1,750.00	\$ 1,750.00
	Culinary Service For Maintnace	1	EA	\$ 2,500.00	\$ 2,500.00

			\$ 25,782.50
2	EA	\$ 1,191.25	\$ 2,382.50
4	EA	\$ 600.00	\$ 2,400.00
1	LS	\$ 6,000.00	\$ 6,000.00
1	EA	\$ 4,000.00	\$ 4,000.00
0	EA	\$ 36,575.00	\$ -
1	LS	\$ 1,000.00	\$ 1,000.00
1	EA	\$ 4,500.00	\$ 4,500.00
1	EA	\$ 1,250.00	\$ 1,250.00
1	EA	\$ 1,750.00	\$ 1,750.00
1	EA	\$ 2,500.00	\$ 2,500.00

7.0	External Discharge Piping				\$ 17,900.00
	6" HDPE to Street With Elbow	40	LF	\$ 85.00	\$ 3,400.00
	Force Main Inspection Ports	1	LS	\$ 14,500.00	\$ 14,500.00

			\$ 17,900.00
40	LF	\$ 85.00	\$ 3,400.00
1	EA	\$ 14,500.00	\$ 14,500.00

8.0	Building Enclosure				\$ 30,375.00
	15'x9' Building With Foundation	135	SF	\$ 225.00	\$ 30,375.00

			\$ 30,375.00
135	SF	\$ 225.00	\$ 30,375.00

9.0	HVAC/Mechanical				\$ 5,675.00
	Electric Heat	1	LS	\$ 1,275.00	\$ 1,275.00
	Ventilation	1	LS	\$ 4,400.00	\$ 4,400.00

			\$ 8,775.00
1	LS	\$ 1,275.00	\$ 1,275.00
1	LS	\$ 7,500.00	\$ 7,500.00

10.0	Grates-Hoist-Misc Metal				\$ 4,500.00
	Access Hatch	3	EA	\$ 1,500.00	\$ 4,500.00

			\$ 4,500.00
3	EA	\$ 1,500.00	\$ 4,500.00

11.0	Electrical				\$ 34,700.00
	Transformer Pad	1	EA	\$ 950.00	\$ 950.00
	20 KW Generator W Transfer Switch	1	LS	\$ 15,000.00	\$ 15,000.00
	38 KW Generator with Transfer Switch				
	Building Service and Lighting	1	LS	\$ 18,750.00	\$ 18,750.00

			\$ 34,700.00
1	EA	\$ 950.00	\$ 950.00
1	LS	\$ 15,000.00	\$ 15,000.00
1	LS	\$ 18,750.00	\$ 18,750.00

12.0	Pumps and Controls				\$ 42,802.50
	2.7 HP Chopper Pumps	2	EA	\$ 7,400.00	\$ 14,800.00
	7.5 HP Pumps-15 HP Pumps				
	Duplex Controls	1	EA	\$ 14,200.00	\$ 14,200.00
	Prefabricated Pump Basin	1	EA	\$ 9,802.50	\$ 9,802.50
	Rails and Connectors	2	EA	\$ 2,000.00	\$ 4,000.00

			\$ 70,002.50
2	EA	\$ 20,000.00	\$ 40,000.00
1	EA	\$ 14,200.00	\$ 14,200.00
1	EA	\$ 9,802.50	\$ 9,802.50
2	EA	\$ 3,000.00	\$ 6,000.00

13.0	SCADA and Alarms				\$ 18,750.00
		1	LS	\$ 18,750.00	\$ 18,750.00

			\$ 18,750.00
1	LS	\$ 18,750.00	\$ 18,750.00

	Subtotal				\$ 290,943.50
13.0	Profic and Overhead - 15%		15%		\$ 43,641.53
14.0	Contincey - 15%		15%		\$ 50,187.75
15.0	Engineering		LS		\$ 40,000.00
16.0	Construction Management		LS		\$ 19,800.00
	Estimated Total				\$ 444,572.78

			\$ 419,150.50
	15%		\$ 62,872.58
	15%		\$ 72,303.46
	LS		\$ 45,000.00
	LS		\$ 19,800.00
			\$ 619,126.54

\$ 174,553.76



STAFF REPORT

DATE: February 26, 2019
TO: Honorable Mayor and City Council
FROM: Police Chief Scott Finlayson
SUBJECT: INTERLOCAL AGREEMENT WITH UTAH COUNTY MAJOR CRIMES TASK FORCE

RECOMMENDATION

Approve the Interlocal Agreement with Utah County Major Crimes Task Force (Task Force).

DISCUSSION

This is a renewal of the Interlocal Agreement we have with the Task Force. Every few years we renew this agreement with all participating agencies. This agreement outlines the rules and obligations that each participating city for the operation of the Task Force. At the present time Springville City does not have an officer assigned to the Task Force, but once we are at our authorized strength we plan on assigning an officer to the Task Force.

We have been participating in the Task Force for over 25 years. The Task Force is able to go after larger drug dealers and users than any one city is able to do on its own. Last year the Task Force seized 260 pounds of Meth, 74 pounds of heroin, 1375 pounds of marijuana and over 20 pounds of cocaine. Additionally, they seized just over \$500,000 of drug money from dealers and 79 firearms. The Utah County Major Crimes Task Force is the most productive task force in Utah.

This agreement has been reviewed by the City Attorney for content. We may stop participation from the Task Force by giving written notice at any time.

ALTERNATIVES

Do not participate in the Task Force and do not sign the agreement.

FISCAL IMPACT

Springville City's current yearly payment is about \$10,500 per year. This amount is calculated on a population percentage by all participating agencies each year. This amount is currently in the current and next year's proposed budget.

Chief Scott Finlayson, Director of Public Safety

RESOLUTION #2019-XX

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH UTAH COUNTY AND ALL OF THE CITY'S IN UTAH COUNTY RELATING TO THE ESTABLISHMENT OF AN INTERGOVERNMENTAL PROGRAM KNOWN AS THE UTAH COUNTY MAJOR CRIMES TASK FORCE.

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative action to provide police protection; and

WHEREAS, Utah County and all of the cities in Utah County (collectively referred to as the "parties") are public agencies for purposes of the Act; and

WHEREAS, the parties to the Interlocal Agreement share common problems related to illegal production, manufacture, sale, and use of controlled substances, illegal gang-related activities, and serious property crimes, within their jurisdictions, in violation of Federal and State laws; and

WHEREAS, effective investigation and prosecution of violations of the Controlled Substance Acts, gang-related activities, and serious property crimes requires specialized personnel and regional cooperation, which the Interlocal Agreement addresses through the establishment of the Utah County Major Crimes Task Force; and

WHEREAS, the City Council finds it's in the best interest of the City to enter into the Interlocal Agreement, and Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

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

SECTION 1. Agreement Approval. The Interlocal Agreement, substantially in the form attached as EXHIBIT A, is approved and shall be executed by the Agency.

SECTION 2. Legal Review. As required by Section 11-13-202.5 of the Act, the Interlocal Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.

SECTION 3. Filing with Records Keeper. As required by Section 11-13-209 of the Act and upon full execution of the Interlocal Agreement, an executed original counterpart of the Interlocal Agreement shall be filed with the City Recorder.

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

END OF RESOLUTION.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SPRINGVILLE CITY ON THIS 5TH DAY OF MARCH, 2019.

Richard J. Child, Mayor
Springville City

Attest:

Kim Crane, City Recorder

EXHIBIT A
INTERLOCAL AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

by and between

UTAH COUNTY, UTAH

PROVO CITY

CITY OF OREM

PLEASANT GROVE CITY

AMERICAN FORK CITY

ALPINE CITY

SPANISH FORK CITY

SANTAQUIN CITY

LEHI CITY

SPRINGVILLE CITY

PAYSON CITY

MAPLETON CITY

SALEM CITY

SARATOGA SPRINGS CITY

LINDON CITY

LONE PEAK PUBLIC SAFETY DISTRICT

CITY OF CEDAR HILLS

and

HIGHLAND CITY

Relating to the establishment of an intergovernmental program known as the

Utah County Major Crimes Task Force

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, PROVO CITY, CITY OF OREM, PLEASANT GROVE CITY, AMERICAN FORK CITY, ALPINE CITY, SPANISH FORK CITY, SANTAQUIN CITY, LEHI CITY, SPRINGVILLE CITY, PAYSON CITY, MAPLETON CITY, SALEM CITY, SARATOGA SPRINGS CITY, LINDON CITY, CITY OF CEDAR HILLS, and HIGHLAND CITY, all municipal corporations and LONE PEAK PUBLIC SAFETY DISTRICT.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action to provide police protection; and WHEREAS, all of the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, all of the parties to this Agreement share common problems related to illegal production, manufacture, sale, and use of controlled substances, illegal gang-related activities, and serious property crimes, within their jurisdictions, in violation of Federal and State laws; and

WHEREAS, effective investigation and prosecution of violations of the Controlled Substances Acts, gang-related activities, and serious property crimes requires specialized personnel and regional cooperation;

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

Section 1. Effective Date; Duration.

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act as to any signing party, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the executive power or legislative body of at least two of the public agencies which are parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from the effective dates hereof until December 31, 2026. This Interlocal Cooperation Agreement shall not become effective until it has been reviewed for form and compatibility with the laws of the State of Utah by the attorney for each of the parties to this Agreement. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the records of each of the parties hereto. All parties hereto agree that the execution of this Agreement shall operate to terminate any prior Agreements.

Section 2. Administration of Agreement.

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties to this Agreement do agree, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, to establish a joint administrative board responsible for administering the joint undertaking to be known as the Utah County Major Crimes Task Force, hereinafter referred to as the Task Force. The Administrative Board shall consist of one representative from each party to this Agreement and the Utah County Attorney. The appointed representatives shall serve at the pleasure of the elected governing body of the respective parties to this Agreement. Each member of the Administrative Board shall be

allowed one vote and all matters shall be determined, after appropriate discussion, by majority vote. The Administrative Board shall adopt such rules and procedures regarding the orderly conduct of its meetings and discussions, including the frequency and location of meetings, as it shall deem necessary and appropriate.

The Administrative Board shall appoint one peace officer to act as the Task Force Director and one peace officer to act as Field Supervisor for Task Force operations. The Administrative Board shall also appoint six members to act as the Executive Board in addition to the Utah County Attorney who shall be a permanent member of the Executive Board. The duties of the Executive Board shall be to execute and carry out policies established by the Administrative Board and to establish policies and procedures for the day to day operations of the Task Force. The Executive Board shall report to the Administrative Board at least monthly. Appointed members of the Executive Board may be removed at any time by a majority vote of the Administrative Board.

The CITY OF OREM is appointed by the parties to this Agreement as the financial department for the Task Force. The CITY OF OREM shall oversee the accountability of the Task Force, including the budget. Monies paid to the Task Force shall be deposited with and accounted for by the CITY OF OREM. Funds shall be audited in accordance with standard financial procedures and regularly established laws relating to audit and management of public funds. The CITY OF OREM shall facilitate and make available checking accounts and procurement procedures.

In addition to the above administration, the Utah County Attorney's Office is designated as the entity which will provide legal advice on civil matters related to Task Force operations. Since a separate entity is not created pursuant to this Agreement, in the event a member law enforcement officer or their employing agency becomes the subject of a claim or lawsuit arising out of Task

Force investigations and or operations, the individual law enforcement officer or his employing agency will be required to defend itself. If 2 or more member law enforcement officers or their employing agencies become the subject of the same claim or lawsuit arising out of Task Force operations and or investigations (hereinafter Defendant(s)), no Defendant will enter into a settlement of all or a portion of the claim or lawsuit without first promptly, and at least two weeks prior to entering into the settlement of all or a portion of the claim or lawsuit, notify all other Defendant(s) (including their employing law enforcement agencies if the agency is not a named party) of the terms and conditions of the proposed settlement. All notified Defendant(s) (including their employing law enforcement agencies if the agency is not a named party) shall keep the proposed settlement confidential and will not disclose the terms and conditions thereof except to the notified Defendant(s)'s attorneys, insurers and officials necessary to evaluate the proposed settlement.

The parties hereto agree that the secretary assigned to do work for the Task Force will be a full-time employee of the CITY OF OREM. Orem employee(s) assigned to the Task Force shall exercise control and supervision over the secretary and shall be responsible for conducting his or her employee evaluations. The Task Force secretary shall be subject to the personnel policies and procedures of the CITY OF OREM. The Task Force secretary shall be classified as a "Secretary" under Orem's personnel classification system and shall receive all compensation and benefits normally associated with that classification.

The parties hereto agree to reimburse the CITY OF OREM for all costs associated with the employment of the Task Force secretary, including salary, benefits, workers' compensation and unemployment compensation. The CITY OF OREM shall participate in its pro rata share of the costs. The parties hereto also agree to indemnify and hold the CITY OF OREM harmless from and

against any claim, action or damages arising out of the employment of the Task Force secretary. The intent of this paragraph is to make the CITY OF OREM completely whole so that it is not required to pay more than its normal pro rata share of all costs associated with the employment of the Task Force secretary, whether those costs be the routine costs of employment, or costs incurred due to claims or actions brought by, against, because of, or related to the Task Force secretary. The CITY OF OREM shall not have any obligation to retain the secretary or provide other employment for the secretary in the event that the Task Force dissolves, the position is eliminated, or the person is terminated from that position.

The parties hereto agree that when officers are acting under the direction of the Administrative Board, Executive Board, Task Force Director, or Field Supervisor, they are functioning in a “Task Force operation.”

If a member jurisdiction wishes to request that the Task Force take over an investigation, the member’s chief of police shall submit a request in writing to the Task Force Director of the Task Force. The request shall include: [1] the date of the request; [2] an explanation concerning how the proposed investigation fits within the purposes of the Task Force; and [3] the person(s) and/or crime(s) to be investigated. If the Task Force Director determines that the Task Force should take over the proffered investigation, he shall sign the acceptance portion of the request and affix the date and time of his signature. The investigation shall become a “Task Force operation” upon the Task Force Director’s execution of the acceptance.

Any assistance provided by Task Force officers to a member jurisdiction outside the scope of a written request shall not be governed by this Agreement.

The parties hereto agree that when officers are functioning in a Task Force operation not within the officers’ home jurisdiction, but within the jurisdiction of a member city, the officers are

not required to notify the member city of their presence. Prior to entering a non-member city, officers shall notify the non-member city of their intentions to enter that non-member city.

Section 3. Purposes.

The Utah County Major Crimes Task Force is created for the purpose of enforcing, investigating, and prosecuting violations of narcotics and controlled substances laws of the State of Utah and the United States of America at all levels and to coordinate the efforts of the member entities to combat gang-related activities and serious property crimes.

Section 4. Manner of Financing.

The operation of the Utah County Major Crimes Task Force shall be financed by any and all available State and Federal monies offered for such purposes and by direct contributions of money, personnel, and equipment from parties to this Agreement. The Executive Board shall review budget and expenses on a yearly basis together with a proposed budget for the coming year as prepared by the Field Supervisor. The Executive Board shall then establish a yearly budget. Unless otherwise provided by action of the Administrative Board, the Task Force shall operate on a fiscal year basis. Upon submission of the yearly budget to the Administrative Board, the Board shall assess each member its proportionate share based upon population figures of the Governor's Office of Planning and Budget. Any such assessments shall include assessments necessary for any matching of State or Federal grants. Each party agrees to pay its required assessment within thirty days of formal notification of the assessment by the Administrative Board unless said party withdraws from participation. In the event a party to this Agreement fails to pay its required assessment within thirty days of formal notification of the assessment, that party shall be deemed to have withdrawn from participation in this Agreement and that party's rights shall be determined as set forth in Section 8.

Section 5. Participation.

Each party to this Agreement shall provide manpower, equipment and funds each year as determined by the Administrative Board. In the event a party to this Agreement fails to provide its required manpower, equipment, or funds within thirty days of formal notification of the requirement, that party shall be deemed to have withdrawn from participation in this Agreement and that party's rights shall be determined as set forth in Section 8. Officers supplied shall be Category I Peace Officers of the State of Utah. Personnel assigned to Task Force operations shall comply with policies and procedures as established by the Administrative and Executive Boards. Personnel shall act under the command of the Task Force Director and the Field Supervisor. In the event of a conflict between department policy of a member party and Task Force policy, as established pursuant to this Agreement, Task Force officers shall abide by Task Force policy.

Section 6. Seizures and Forfeitures.

Both Federal and State law provide for forfeiture and seizure of property used for, or otherwise connected with, violations of the various controlled substances laws and gang-related activities. Some of the forfeiture provisions may allow for direct transfer of property or money to the Task Force. Other seizure or forfeiture statutes require transfer of seized or forfeited property only to the Sheriff's Office or to the Police Department of a party to this Agreement. Parties to this Agreement hereby agree that any property, money, or equipment seized or forfeited as a result of Task Force operations shall immediately be dedicated to Task Force operations. Funds derived from such forfeitures and seizures shall not reduce participants' obligations to provide money, manpower, or equipment as established by the Administrative Board.

Notwithstanding the foregoing, forfeitures and seizures resulting from operations of police departments or the Utah County Sheriff's Office not related to Task Force operations shall be

conducted separately and independently from Task Force operations. Property, cash, or equipment obtained by forfeiture or seizure through such non-Task Force operations shall become and remain the property of the involved agency as provided by law.

In the event Task Force personnel and non-Task Force personnel are jointly involved in an operation, forfeiture or seizure of any available property will be aggressively pursued. The matter will be submitted to the Administrative Board who shall determine, by majority vote, the appropriate distribution of recovered property or proceeds. It is recognized and understood by all parties to this Agreement that joint operations shall include those operations in which both Task Force and non-Task Force personnel are involved in the planning and investigation. Other enforcement actions may involve Task Force or non-Task Force personnel in a backup or supportive role which shall not require proportionate distribution of seized or forfeited property or proceeds.

Section 7. Addition of Other Members.

Other public agencies or other persons may become parties to this Interlocal Cooperation Agreement upon approval by the Administrative Board by executing an Addendum to this Agreement. In order for a public agency to be added to this Agreement by Addendum, the Addendum must be approved by the executive power or legislative body of the public agency to be added and the Addendum must be reviewed and Reviewed for form and compatibility with the laws of the State of Utah by the attorney for the public agency to be added. Prior to becoming effective, this Interlocal Cooperation Agreement and the Addendum shall be filed with the person who keeps the records of the public agency being added to this Agreement.

Section 8. Termination.

This Interlocal Cooperation Agreement may be completely terminated at any time by a majority vote of the Administrative Board. Any party to this Agreement may, at the sole option of the party, pursuant to resolution and formal action of the governing body of the member, withdraw from participation in this Agreement at any time without liability for unpaid present or future assessment. Upon the unilateral withdrawal of a member from participation under this Agreement, the Agreement shall not automatically terminate with regard to the remaining members, but shall continue in force and effect as to the remaining members. Withdrawing parties shall immediately lose any rights to participation in the administration or conduct of this Agreement or the Major Crimes Task Force. Officers of the withdrawing member, upon withdrawal, shall immediately cease participation in any Task Force operations. Property contributed to Task Force operations by the withdrawing member shall be returned to the withdrawing member as soon as reasonably practical, provided that in no event shall the security of ongoing operations or the health and safety of officers continuing to participate in Task Force operations be jeopardized by the immediate withdrawal of equipment or personnel. The withdrawing member shall not be entitled to any share of property or equipment seized or forfeited to the Task Force until complete termination of this Agreement and pursuant to the provisions for disposition of property as hereinafter provided.

Upon the complete termination of this Agreement, Task Force operations shall cease as quickly as practically possible, provided that in no case shall the security of ongoing investigations be jeopardized or the safety or welfare of officers acting pursuant to Task Force operations be jeopardized. Ongoing investigations shall be transferred to appropriate police departments as determined by the Task Force Director. Evidence, information, and data, including copies of all relevant police reports, shall be transferred and made available to appropriate agencies which will

continue the investigations as they deem appropriate. Any evidence not clearly associated with ongoing investigations shall remain in the evidence room in which it is located and shall be made available by the custodial member as needed for continuing prosecution or law enforcement purposes until ordered released or disposed of by the Utah County Attorney's Office in accordance with State law. Files or other investigative reports not directly involved in ongoing investigations shall be transferred to the Utah County Attorney's Office which shall keep and maintain such files in accordance with State law relating to management of public documents. Property held by the CITY OF OREM which has been derived from Task Force operations, other than property from direct contribution pursuant to assessment from members to this Agreement, shall be distributed back to members in shares proportionate to population and length of participation in Task Force operations. Length of participation shall be determined as commencing from execution of the initial Interlocal Cooperation Agreement to formal termination of participation as herein above provided.

Section 9. Manner of Holding, Acquiring, or Disposing of Property.

Title to property or equipment contributed by a member to this Agreement shall remain in the contributing member's name. Property or equipment obtained directly from Task Force operations or forfeited to the Task Force as a result of Task Force operations shall be titled in the name of the CITY OF OREM until dissolution or distribution as herein above provided.

Section 10. Indemnification.

All parties to this Agreement are agencies or political subdivisions of the State of Utah. Each of these parties agrees to indemnify and save harmless the others for damages, claims, suits, and actions arising out of negligent errors or omissions by its own officers or agents in connection with this agreement or the operation of the Utah County Major Crimes Task Force.

Section 11. Amendments.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by the executive power or legislative body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and Reviewed by the Utah County Attorney, and the attorney for each public agency which is a party to this Agreement as required by Section 11-13-202.5, Utah Code Annotated, 1953, as amended, and (d) filed in the official records of each party.

Section 12. Severability.

If any term or provision of the Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

Section 13. Governing Law.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 14. Counterparts.

This Interlocal Cooperation Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each entity shall return a signed copy of its signature page and Resolution authorizing execution of the signature page to the Utah County Clerk/Auditor to be attached to Utah County's original

Agreement. As each entity's signature page is attached to Utah County's original Agreement, Utah County will cause a copy of the signature page to be distributed to all entities.

Section 15. Agreement Review and Updates

The Task Force Director shall review and sign this Agreement annually and submit the Agreement to the parties for updating if necessary. The Task force Director is authorized to annually sign the agreement and execute certificates, acknowledgments or other evidences of proof of review and or updating as required by applicable laws, rules or regulations.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. _____, authorized and passed on the
_____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

LARRY ELLERTSON, Chairman

ATTEST: BRYAN E. THOMPSON
Utah County Clerk/Auditor

Reviewed as to form and compatibility with
the laws of the State of Utah

By: _____
Deputy Clerk/Auditor

COUNTY ATTORNEY

PROVO CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

CITY OF OREM

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

PLEASANT GROVE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

AMERICAN FORK CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

ALPINE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

SPANISH FORK CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

SANTAQUIN CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

LEHI CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

SPRINGVILLE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

PAYSON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

MAPLETON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

SALEM CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

HIGHLAND CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

SARATOGA SPRINGS CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

LINDON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

LONE PEAK PUBLIC SAFETY DISTRICT

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

ITS:

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

DISTRICT SECRETARY

DISTRICT ATTORNEY

CITY OF CEDAR HILLS

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2019.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY