



**WORK/STUDY AGENDA
SPRINGVILLE CITY COUNCIL MEETING
MAY 07, 2019 AT 5:30 P.M.
City Council Chambers
110 South Main Street
Springville, Utah 84663**

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

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

CALL TO ORDER- 5:30 P.M.

COUNCIL BUSINESS

1. Calendar

- May 11 - Springville Museum of Art's Annual Art Ball 6:00 p.m.
- May 14 - Work/Study Meeting 5:30 p.m.
- May 18 - Bike with the Mayor 9:30 a.m.
- May 21 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- May 27 - Memorial Day Observed (City Offices Closed)

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

- a) Invocation - Councilmember Miller
- b) Pledge of Allegiance - Councilmember Nelson
- c) Consent Agenda
 4. Approval of the minutes for the April 09, 2019, Budget meeting, April 16, 2019 Work Study meeting, and April 16, 2019 Regular meeting.
 5. Approval of a Class A Beer License to Singhkaur, Inc located at 171 North Main, Springville - Heather Bakker, Business Licensing Official
 6. Approval of an application for the 2019 Utah County Recreation Grant in the amount of \$16,620.77 - Corey Merideth, Recreation Director
 7. Approval of a Plat for the Springville Storage Condominiums, an office/warehouse development located at 2052 West 700 South in the HC-Highway Commercial Zone - Glen Goins, Community Development Director
 8. Approval of the amended Interlocal Agreement regarding the Sharp/Tintic Railroad Connection Project - Brad Stapley, Public Works Director
 9. Approval of an Agricultural Lease Agreement between Springville City and Ashley Mortensen for animal grazing on City property - Brad Stapley, Public Works Director

3. DISCUSSIONS/PRESENTATIONS

- a) Public Safety Bike Compound Project - Troy Fitzgerald, City Administrator
- b) Referendum Map - Troy Fitzgerald, City Administrator
- c) Expressive Activities - John Penrod, Assistant City Administrator/City Attorney

4. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

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

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

6. ADJOURNMENT

CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE- POSTED 05/032019

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

CEREMONIAL

1. Presentation of the Mayor Awards- Shannon Acor, Prevention Coordinator/Youth Court Director
2. Presentation to CRC personnel and Emergency Responders.

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.

3. Appointment of the new Springville Police Chief/Public Safety Director

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.

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REGULAR AGENDA

10. Consideration of a Resolution approving a Statewide Utility License Agreement with UDOT - Brad Stapley, Public Works Director
11. Consideration of a Resolution regarding the tentative Fiscal Year 2019/2020 Springville City Budget, and a request to schedule a Public Hearing date and time for formal adoption of the Final Budget - Bruce Riddle, Assistant City Administrator/Finance Director

12. Consideration of approving an agreement for the Wood Hollow Subdivision - John Penrod, Assistant City Administrator/City Attorney
13. Consideration of a Resolution to enter into a contract for the purchase of approximately eight acres of land located on South Utah Valley Solid Waste District property in Springville, Utah - Troy Fitzgerald, City Administrator

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MINUTES OF THE WORK/BUDGET MEETING OF THE SPRINGVILLE CITY COUNCIL HELD
ON TUESDAY, APRIL 09, 2019 AT 4:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,
SPRINGVILLE, UTAH.

Mayor Richard J. Child presided. In addition to Mayor Child, the following were present:
Councilmember Christopher Creer, Councilmember Craig Jensen, Councilmember Jason Miller,
Councilmember Brett Nelson, arrived at 5:08*, Councilmember Michael Snelson, City Administrator
Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City
Administrator/Finance Director Bruce Riddle, Recorder Kim Crane and Deputy City Recorder Jennifer
Grigg.

Also present were: Public Safety Director Scott Finlayson, Power Director Leon Fredrickson,
Public Works Director Brad Stapley, Building and Grounds Director Brad Neel, Community
Development Director Glen Goins, Recreation Director Corey Meredith, Library Director Dan Mickelson,
Operations Manager Rod Oldroyd, Golf Pro Craig Norman, and Museum of Art Director Rita Wright.

CALL TO ORDER- 4:02 P.M.

1. Council Budget and Goal Planning

Administrator Fitzgerald opened the budget meeting encouraging the council to ask any
questions along the way. He stated the focus is on policy direction from the council. He showed that the
Daily Herald's, Best of Utah Valley tallies and Springville ranked #1 in eight categories.

He continued by stating the proposed fiscal year general fund budget for 2020 is up 5.2% from
last year; 61.5% from FY2011. The biggest jump in revenue comes from the new road tax that goes into
effect on April 1, 2019. Springville starts receiving an estimated \$400,000 on July 1, 2019. The rest of
the increase is incremental revenue increases and includes \$150,000 to \$200,000 more predicted
revenue from the CRC.

All funds for this budget (general, business & enterprise) total \$69.2 million. In comparison,
Orem, at about \$100 million, is triple our population. Compared to other towns, Springville offers quite a
few more services. Finally, according to our audit, our unrestricted reserves are in good shape
compared to surrounding communities.

Chief Finlayson asked if unrestricted reserves included outstanding bonds. Administrator
Fitzgerald answered no, it is unrestricted reserve balance. If that line item is in the negative, it means
that the city has more expenses than revenue, on the balance sheet. Director Riddle agreed, stating
that is a line item in the budget showing assets versus expenses.

FEE RECOVERY

Administrator Fitzgerald said that the current policy on fee recovery is the council will set a
range of cost recovery for all fees established by weighing factors and criteria. Directors ensure fees fall
within that range established by the council. There are a number of factors that determine the fee
recovery policy.

- *Community versus individual/group benefit*—Taxes are most appropriate for services received by the entire community while user fees are more appropriate for services that are a benefit to an individual or group.

- 44 • *City policies & objectives*—Policies and goals designed to impact the long-term quality of
46 life of the community may impact desired fee levels. Mayor Child asked how non-profits
48 play into the policy. Administrator Fitzgerald said the council and mayor can decide a
50 different level of fee recovery if they wanted to encourage participation.
- 52 • *Feasibility of collection*—Administrative costs to identify and/or charge users may make
54 certain fees impractical.
- 56 • *Supply & demand*—Fees can cause demand to meet available supply. Services should
not compete in the market place while using tax revenues. Fees which drive down
demand and discourage utilization contrary to public policy outcomes should also be
considered in when determining cost recovery level. Concern for target groups that have
difficulty paying at a certain level of recovery can also be assisted through fee waivers,
etc.
- *Transparency/clarity*—An appropriate fee ties the charges to the service and can better
delineate how the funds are being spent.

58 Administrator Fitzgerald continued by introducing the specifications for the different recovery
60 levels,

- 60 Full
- 62 High
- 64 Midlevel
- Low cost
- No cost

66 He showed that renting the library fees are close to full recovery and rentals to for-
profit/commercial entities can have a profit. He noted that the information from the state auditor says a
68 municipality can only recover costs. Councilmember Creer asked about auditor consequences.
Administrator Fitzgerald answered the auditor can withhold funds like our state sales tax payment. The
70 council spent 10 minutes examining the comprehensive fee schedule. Councilmember Creer asked
72 about the difference between class two and class three facility rentals. Administrator Fitzgerald
explained class one is governmental use, class two is individual use or non-profit use and class three is
for-profit commercial use.

74 Councilmember Snelson asked about class differentiation for rental fees at the field house and if
that was a full recovery. Councilmember Jensen asked about rates for a club team using the field house
76 versus personal use. Director Meredith answered that a for-profit team needs a contract with the city.
Administrator Fitzgerald added fees will be calculated by directors after council decides high, medium
78 or low recovery for each fee category. Director Stapley asked about the policy for fee recovery for
Highline Ditch and Plat A. Administrator Fitzgerald said full recovery would triple the rate to cover costs
of the Highline Ditch and Plat A irrigation.

80 Mayor Child asked about the percent increase in fees discussed in the past. Director Meredith
asked about the suggested changes to fees in his department. Administrator Fitzgerald stated the
82 changes and increases were eliminated pending the outcome of this council review of fee recovery
policy. Council policy will determine each fee change. Councilmember Snelson asked about digital data
84 fees. Administrator Fitzgerald said councils in the past recommended high recovery, not full recovery for
that line item to encourage development. He said our fee is wildly cheaper than a developer
86 researching the data themselves. Additionally, the city and developer will be working with the same
data.

88 Councilmember Jensen asked why building and impact fees are high recovery, not a full
recovery. Administrator Fitzgerald answered past councils used the same argument; to encourage
90 development. Councilmember Creer asked if the thought process was that we need to be careful so we



92 are not sued. Administrator Fitzgerald answered partly, yes. The city does not charge a full recovery
93 impact fee because some of the recoverable cost is carried over into service charges. Councilmember
94 Jensen said the accounting is unique. He said staff studied how Springville compares to other cities
95 and these fees are affected by supply and demand. He wants consistency in fees. Attorney Penrod said
96 we typically charge 80% of our cost to provide the service. Councilmember Jensen also suggested
trees should be free.

98 Councilmember Miller asked about resident/nonresident charges at the CRC compared to the
99 golf course. Mr. Norman said it was a constant fight and a hassle to enforce in the past. Councilmember
100 Jensen said golfing is a declining sport; we need as many golfers as we can get. Director Riddle said
101 the golf course is an enterprise fund, which means no taxpayer money subsidizes the golf course. The
102 CRC is subsidized by debt service and property tax through the general obligation bonds voted on by
103 the residents. Mayor Child answered Springville residents do not understand that and expect a cost
104 break to golf. Administrator Fitzgerald said technology makes it doable. Mr. Norman said no other Utah
105 County courses offer discounts for residents and our citizen survey shows that only 22% of Springville
106 residents use the golf course. Councilmember Jensen said most golfers are from out of town and we do
107 not want to discourage that. Director Riddle stated that in this proposed fee schedule, the golf season
108 pass cost is increased and the nonresident category is eliminated. Administrator Fitzgerald asked the
109 council what fee recovery category this falls in. Councilmember Jensen said he agrees with eliminating
110 the nonresident category and just wants the city to be consistent. If the city starts subsidizing the golf
111 course, it becomes more like Bartholomew Park and the CRC. Councilmember Miller asked about
112 subsidizing the golf course in the past. Director Riddle clarified that the golf course sent money into the
113 general fund in the past. Administrator Fitzgerald agreed and said the golf course used some of that
114 general fund balance during the recession. He stated this is the best budget year in a long time, but it
will still take 3 to 4 million dollars to replace the golf course irrigation system.

116 Councilmember Snelson asked about electric fees. Administrator Fitzgerald said the fee applies
117 to demand and the base rate applies to the cost to supply the power. Business power rates are easier
118 to calculate because they use large blocks of power which are cheaper. Director Fredrickson said there
119 is a proposed demand surcharge or customer service charge on the residential side included in this
120 budget. Administrator Fitzgerald said a rate study was budgeted last year, but deliberately not
121 completed because it would tell us what we already know which is to increase the residential rates and
122 to substantially decrease some of the other rate classifications. Staff is hesitant to do that because our
123 large rate customers are happy and our resident rate customers are happy. He asked if our people are
124 happy, are we ready as staff and council to raise rates.

124 UTILITY RATES

126 Administrator Fitzgerald said the policy has been incremental inflationary rate increases to avoid
127 huge jumps. The proposed budget suggests a 2.5% rate increase, depending on the decision in this
128 meeting. Administrator Fitzgerald noted that residential rates for the big three, power, water and
129 wastewater; over the last 10 years have matched inflation even though most increases were based on
130 industry and regulation changes.

132 Councilmember Creer asked about the policy going forward. Administrator Fitzgerald said small
133 inflationary increases have been the policy all along. Councilmember Jensen mentioned recycling.
134 Director Riddle noted there were no rate increases during the recession when there was no inflation.
135 Administrator Fitzgerald said that even though power acquisition costs are not going up, the cost of
136 labor and materials is going up. Director Fredrickson cautioned that in the model he ran, an average
increase in rates works for each category of power customer except for small commercial. Usage above
10 kilowatts receives a reduction in the cost of power acquisition. Administrator Fitzgerald agreed it
makes more sense to make an increase to the fixed cost, not the base rate.



138 Councilmember Jensen asked about large commercial users like Stouffer's. Administrator
140 Fitzgerald said that compared to our neighboring cities, our residential and small commercial power
142 Nestle admits that the utility rates in Springville are the lowest of their four plants in the U.S. even
144 though they are higher than our local competitors. Councilmember Creer noted that the rates are not
146 floating down. Administrator Fitzgerald agreed because power costs are declining. 30% of Springville
148 power goes to Stouffers (300 million kilowatts). Director Fredrickson explained small commercial (less
150 than 35 kilowatts per month), large commercial (180 customers using more than 35 kilowatts per
month) and industrial (just Stouffers). Examples of large commercial are Walmart which uses 900
kilowatts per month and Smith's which uses 500 kilowatts per month. Councilmember Miller said in
comparison, our water rate is only 80% of our neighbors. Director Stapley said Stouffers uses 800,000
gallons of water per day.

152 Councilmember Snelson asked about wastewater. 30-40% of our wastewater comes from
154 Stouffers. Administrator Fitzgerald said Stouffers is charged the same rate as residential for
156 wastewater. Stouffers is permitted by the state because they have specific numbers on bod/tss
(biological oxygen demand/total suspended solids) that they are required to maintain plus they pay a
surcharge based on the heavy, loading sent our way. They also built their own pretreatment facility at
our plant. There are 4-5 tons of material (not including the water) coming from Stouffers per day in the
water. Director Stapley said Stouffers will shut down a line if we play with fees.

158 Administrator Fitzgerald concluded by stating staff will review the surcharges Stouffers pays and
160 make sure they are paying the right amount to the state. Councilmember Miller suggested that the city
rent the Stouffers lawn for sports. Administrator Fitzgerald said they have talked about it, but liability is a
problem and Stouffers plans to switch to desert landscaping.

162 APPROVED POSITIONS

164 Administrator Fitzgerald continued the presentation by showing the current policy:

166 *Personnel positions shall be as shown on the Approved Positions List except
as amended by the City Council.*

168 He continued by stating staff recommends this change in policy to simplify and speed the hiring
170 process:

172 *Approved Positions List can be amended by the City Administrator after
174 recommendation by HR so long as the current fiscal year budget does not
need to be amended.*

176 The council showed agreement.

178 BUYING PROPERTY

180 Administrator Fitzgerald continued the presentation by stating property purchases were not
182 funded this year. While the market is high, staff recommends keeping that money in reserve. The
council showed agreement.

184 Councilmember Snelson reminded him that Utah County is experiencing high growth and
property is disappearing. Councilmember Creer stated there should be more of a buyer's market soon.
Mayor Child said it makes the purchase easy with the money in reserve. Administrator Fitzgerald
agreed, stating it would only take one council meeting. Councilmember Jensen agreed, but said MAG
funds are available so the city should stay in the market for property along 1600 South.



186

TRUTH IN TAXATION

188 Administrator Fitzgerald said our policy so far is not to touch property taxes. Utility rate policy is
189 incremental rate increases to avoid big jumps. Sales tax increases with inflation automatically. He
190 asked why not property tax. Councilmember Snelson said there is public sensitivity to property tax
191 increases. Councilmember Creer said the public recognizes property tax more than any other tax.
192 Councilmember Jensen said it is not the fairest tax out there. Councilmember Snelson said it is the
193 worst tax out there. Administrator Fitzgerald noted that council agrees to not change property tax rates
194 unanimously.

194

ENTRY SIGNS*

196 Administrator Fitzgerald introduced a discussion on entry signs. There is proposed money in this
197 budget for entry signs. There are policy questions if this item is approved in the budget such as sign
198 size and what property do we purchase. He showed a family of signs that tie into parks, facilities,
199 streets, and entrances. Councilmember Snelson preferred medium-sized and scaled to maintain the
200 look. Administrator Fitzgerald said there is money that could go toward changing out signs each year.
201 Mayor Child said there is already a sign on the south side of town. There were three signs proposed
202 when that sign was placed. Council bantered about sign possibilities. Councilmember Nelson said it
203 does not need to indicate the border; it is our brand; it is our gateway. The first impression is an
204 established, solid, neat, little city. Administrator Fitzgerald said there could be signs on the frontage
205 road along I-15. Using a family of signs could also be way-finding to the museum or the golf course.
206 Signs could go a long way on a low budget. Councilmember Nelson said it is our city branding and 30
207 years from now it should still be awesome. Administrator Fitzgerald concluded by suggesting current
208 signs that have life to them will not be replaced soon.

208

PAY

210 The next discussion is about pay policy. On a chart of local cities, we are above the median. The
211 list of comparable cities was approved by Mayor Clyde and included cities with 30,000 to 40,000
212 populations (Tooele, Spanish Fork, Clearfield, Springville, Cottonwood Heights, American Fork, Cedar
213 City, Syracuse, Roy, Kaysville, and Pleasant Grove). Administrator Fitzgerald said the aim is to get
214 most job classifications 2-3% above median or middle of comparable cities. Entry level pay is good, but
215 top end pay is slipping below the median. There are cities below Springville, but some competitors are
216 edging ahead. Staff is working through this analysis and asking the council to define policy. He moved
217 on to benefits where the data is not as clean as pay rates. For a police sergeant, Springville is paying
218 about \$22,000 for health insurance and 32% per paycheck for retirement like pension and social
219 security. Public safety pensions are higher.

220 Administrator Fitzgerald concluded as far as pay is concerned, Springville City is in a good
221 position; slightly ahead of the market. Our benefits are excellent; no one ever complains about benefits.
222 Everyone's story on benefits is different (single, family, spouse insurance, high or low insurance usage).
223 Some cities, like Orem, offer a 401K, not insurance or pension. Springville City is paying a lot for health
224 insurance. He asked the council if the budget should include moving money from benefits to wages. He
225 said there is no change proposed in this budget; leave it as is. This policy question will probably not be
226 solved this budget year. The staff could bring in committees of employees to research new changes.
227 Pay and benefits changed a few years ago when the Vanguard plan was created. Councilmember
228 Jensen said it cannot be a blanket decision. The difference between a police officer and a library worker
229 is significant. It needs to be decided per department or employee. Administrator Fitzgerald said there is
230 even a difference between Police Officer 1 and Police Officer 2. Councilmember Nelson asked about
231 other departments wages being at market level. Administrator Fitzgerald answered Springville is on the
232 high end on wages and spends above average on benefits.

232 Councilmember Snelson asked why we cannot get/keep officers and employees. Administrator
233 Fitzgerald said the problem is mainly on the part-time side. It is the market. Even businesses cannot



234 hire because there are no people applying. Mayor Child said we are in a better position in the police
236 department than we have been in years. Administrator Fitzgerald said we are not having difficulty hiring
238 police officers; we are having trouble hiring police officers that have completed POST (Peace Officer
240 Standards and Training.) In past years, new hires had paid their own way through and completed
242 POST. Today, it takes one year after hiring before a police officer can start working. Springville has
about 30 police officers. We have 20% turnover which is the national standard, so we will lose six police
officers per year and it will take a year to replace each of them. Chief Finlayson added detectives as
well. The police departments across the board are consistently down at 90% all year round.

244 Administrator Fitzgerald said a policy change would be to up the personnel count to account for those in
training.
246 Currently, Chief Finlayson is down six officers with four hired, but in the academy for a year.
Councilmember Nelson asked how often they leave. Administrator Fitzgerald answered new hires leave
248 on average before three years. Councilmember Nelson suggested a contract while the new hires go
through POST and a plan in place when they leave. Chief Finlayson said there are questions with the
legality of contracts and there is lots of liability with low experience on the street.

250 Councilmember Nelson said from a planning perspective, we will lose employees and we need
to prioritize. Administrator Fitzgerald said there are fewer people applying but most positions are
252 replaced within one or two months. Seeing a slightly thin staff for two months shows how the
department responds. It is one way to gauge how heavily staffed the department is. Nine months is too
254 long to be understaffed. Chief Finlayson said young officers think 25 cents per hour is a big deal. It
costs Springville City \$10,000 or more to send a new hire to the police academy. If we are at the top of
the list, we won't lose officers over 25 cents. Administrator Fitzgerald said we are 11% above average
256 and the moment Springville raises wages, Park City will do the same. Staff recommends a raise of 2%
to each grade in this proposed budget. Vanguard built in a 3% raise for standard performance per year,
258 so new hires move up the pay level quickly.

260 Councilmember Miller mentioned benefit costs were discussed in the fall. Administrator
Fitzgerald said we are changing providers to get a better rate with a similar doctor pool. PEHP (Public
262 Employees Health Plan) is being aggressive in the market. Some of our big claims will fall off in the next
few years which will help our experience rating. Councilmember Nelson asked if saving on benefits can
264 raise wages. Administrator Fitzgerald said it will, the expense to the employees is from those that utilize
health insurance. There are 45 individuals spending 80% of our health insurance dollars. There are
266 young, newer, healthier employees that will benefit from that change by keeping some of their money in
their pocket. Councilmember Jensen suggested offering health insurance to part-time employees.

There was a ten-minute break for dinner.

268 FACILITIES

270 Administrator Fitzgerald said there is one more policy question; what will it take to maintain the
facilities that we own and what does maintain mean. Director Neel is in the process of quantifying what
272 facilities we own. When he finishes, the council can decide on a policy of costs of maintaining versus
replacement. He said there is no city that has enough in the bank to replace facilities when their life runs
274 out. Now, taxes are being collected to pay for the Clyde Recreation Center. The question is should we
get out of a taxing/bonding cycle for facility replacement and save money each year in our reserve to
276 replace the facility. Councilmember Snelson said we need both taxes and reserve. Mayor Child said it
depends on the facility. Administrator Fitzgerald said keeping money in reserve is a much higher cost
278 level. Councilmember Miller agreed and stated the construction cost will go up 5% per year.
Administrator Fitzgerald agreed and said we may want to keep that tax revenue coming in instead of
280 letting the general obligation bond roll off. If the council wants staff to reach for the higher standard, we
will be happy to do it.

Councilmember Snelson said replacement and maintenance apply to infrastructure as well. Administrator Fitzgerald agreed and said Director Stapley has the same process in Public Works. Councilmember Creer said we need a list of priorities like repairing streets. Councilmember Nelson said the cost of painting tables in the canyon parks is the same as replacing them each year. He continued by asking what are some services where the cost of maintenance is the same as the cost of replacement. Administrator Fitzgerald said once staff gets data from Director Neel, the council can decide to discontinue a particular service because the cost of maintenance and replacement are not cost effective. Councilmember Miller asked if their choice is between this and sewer and water. Administrator Fitzgerald said Director Stapley has spreadsheets showing inflationary increases and replacement for infrastructure like sewer and water. The data shows the city in a cash flow negative for 10-12 years then cash flow positive for the next 20-30 so it is a swallow able elephant. Variables like a natural disaster or faulty materials can be piped into the spreadsheet. Councilmember Miller compared this idea to the successful vehicle replacement plan that Administrator Fitzgerald implemented years ago.

LONG RANGE FINANCIAL PLANNING

Director Riddle complimented directors and some upper-level managers for documenting what each department business operations looks like for the next 10-20 years. He said projecting financial needs is easier for enterprise fund departments. As an example, Director Stapley has 10 years and sometimes 20-year plans for the full business operation of his entities. The general fund side is having a harder time creating financial plans because they are not run like a business. Councilmember Nelson asked about pushing for justifications for budget changes. Director Riddle said by nature, a budget is an estimate and most changes are developer driven so they are harder to predict.

He continued by stating the C Road revenue increase is coming. It will be an increase of approximately \$450,000 to \$470,000 dollars to a budget that has been \$1.2 million dollars per year; a 30% increase. He wants the council to be aware that those dollars are coming and the Streets Department needs to program money going forward.

Director Riddle said that enterprise fund transfers, property tax, and truth in taxation come up at the legislature every year. At the last budget retreat, council and staff discussed the possible changes in this year's legislature which did not materialize, but the threat still exists. After the debate on changing sales tax settles, transfers might come to their attention again. 10% of the city budget comes from enterprise fund transfers. He asked if the legislature rules against transfers, is the council ready to increase the city portion of property tax by 70% to maintain service levels. Councilmember Nelson asked about a plan b in the past. Director Riddle said some cities have decided against transfers and the idea might bubble up to the state level. Councilmember Jensen suggested digging deeper into the enterprise funds, forcing them to run like a business; meaning calculating the charges for administration, leasing property and charging for other expenses to put the same revenue back into the city coffers. Enterprise funds are more equitable and fair than property tax because the people that are paying for the enterprise services are the people using the services.

Mayor Child mentioned that nonfunctional cities lack of efficiency or successful enterprise fund departments is penalizing efficient cities. Director Riddle said that according to the state auditor the philosophical definition of a fee is the cost for a specific service. 5% is being transferred to the general fund. Administrator Fitzgerald said Representative Francis Gibson is strongly against enterprise fund transfers. This year, the legislators are working hard with a limited amount of time, a huge number of bills including a 250-page sale tax bill that changes every day, while serving on committees, without staff to read bills and create papers and cheat sheets. Because of the lack of time to study bills, the state legislature is working on a very philosophical level. When they discuss the sales tax issue, everything they say makes philosophical sense, but there are 250 cities, lawyers, builders and other

328 small businesses that will be affected by this sales tax bill. Philosophically this is the same thing. The
idea of eliminating transfers makes sense philosophically, but not operationally.

330 Administrator Fitzgerald said he needs enough time to explain to a legislator the operational
332 details on a municipal level when they are swamped dealing with billion dollar budget questions on a
state level. Councilmember Creer said the legislature usually offers big philosophical ideas, but when
they receive feedback, their ideas stop making sense and they back away. Councilmember Miller
334 agreed with Councilmember Jensen's suggestion to drive expenses to the enterprise department.
Realistically Springville City is not the most egregious city using transfers. The legislature is not going to
336 create a doomsday scenario and cancel transfers completely. In addition to that, the city should be
prepared to raise the property tax 70% just in case. Director Riddle said the city's portion is only 15% of
338 the total property tax.

Councilmember Miller continued by asking Director Riddle if he suggests increasing property tax
340 a little each year. Director Riddle said if the city is relying on property tax to fund general government
activities, which are subject to inflation, then the property tax should be raised according to inflation.
342 Relying on sales tax growth to cover inflation instead of raising property taxes to fund government
services fails at build out. He told the council that the purpose of this discussion is so the
344 councilmembers become conversant on the subject to tell legislators how this affects our city.

Director Riddle continued his presentation by showing that 43 employees took advantage of an
346 incentive to opt out of health insurance because they have spouse or parent insurance. This results in a
cost avoidance of about \$500,000. Participation in this incentive is subject to market and economy
348 conditions. He praised Director Meredith and Penn Almoney, the CRC Manager, for doing a good job of
modeling the first year of operations of the CRC. The pro-forma is very true to the estimates a year ago.
350 He is nervous about annual renewals in May. There is an assumption of a certain percentage of
renewals in this FY 19/20 Budget.

352 He said the golf course is at break-even and the irrigation system needs replacement. With
retirement incentives, there is some headroom in the budget because long term employees retired and
354 the golf carts purchase is paid off. He asked if there is enough revenue for capital expenses at the golf
course. He pointed out some goals and measures linked to the budget. Generally, the city is in a really
356 good position financially. Reserve levels are at state maximum and enterprise departments have
minimum operating reserves required by policy. He stated he is very encouraged at our low level of
358 debt despite two GO bonds. We have very new facilities and aggressive vehicle and equipment
replacement schedules. He concluded by stating he feels confident about the financial position of the
360 city. Council lightly applauded.

Administrator Fitzgerald gave a list of his takeaways. He said departments are conservative on
362 line item requests. The requests are real, needed and have good detail, but not very innovative.
Councilmember Nelson asked if he sees the lack of innovation as a negative or a positive. Administrator
364 Fitzgerald answered negative. He continued by stating departments do not care enough about revenue,
which might be inherent to government. He suggested that as businessmen, the councilmembers might
366 see this as counter-intuitive. He asked for ideas to link activities to revenue. Councilmember Nelson
said he had some ideas. He said this city does a great job managing budgeting. He thinks people do
368 care about revenue and asked if other cities care about revenue. Administrator Fitzgerald answered we
have 24 pages of fees, a surprising number of fees. On page three of the budget is the revenue source.
370 Revenues are up 5.2%. He reviewed some of the details on revenue sources and concluded by stating
fees are not our biggest revenue source. His takeaways are:

372

1. Departments are conservative with line items
- 374 2. We are not very innovative (we don't like to try new things)
3. Despite efforts, we don't care too much about revenue.



- 376 4. Reserve funds are working and making us fiscally strong
5. Full-time pay and benefits are in a great place
378 6. Market conditions still make hiring and retaining hard
7. Part-time pay will pressure full-time pay and the budget soon
380 8. Departments are mired in the here and now; meaning they are not looking forward enough.
9. Understanding of metrics and associated accountability is improving - slowly.
382 10. Departments strictly adhere to the budget and they should be commended for this
outstanding achievement.

384
386 Councilmember Nelson said that is a huge deal. Administrator Fitzgerald said departments are
self-doing it. Councilmember Nelson congratulated the directors. Councilmember Snelson asked what
388 we are doing right. Administrator Fitzgerald said he thinks it is because there is a clear expectation to
stay in the budget from the top. Director Stapley answered if a contractor is asking for more in a budget;
390 the public works department requires the contractor to prove the changes before they ask the council
for more money. The supervisors know directors will not let them get out of budget. Administrator
392 Fitzgerald said his cash-based approach to accounting is simplistic, non-masters of public
administration degree. He said some may argue that we are too strict. As a complete team, we have a
394 conservative approach and if we are pleasing the council, then the council will give us the tools to be
successful at what we are doing. If the reserves are not grabbed for personal projects, then staff can
replace equipment as scheduled.

396 Director Meredith said it goes back to when budgets were a fight; now there is understanding.
Administrator Fitzgerald said there is a huge amount of trust and they goes through each line item.
398 Director Riddle said he is not a politician, and he is not pandering when he says the city council allows
the city to operate under the planned budget and we rarely have pet projects mid-year to get something
400 done that was not part of the budget. The council makes their interest known during the budget process
and there are no off the wall requests for pet projects. That is not the case in most cities. Administrator
402 Fitzgerald said that has been a real problem in Springville in the past; \$100,000 going to a pet project
delays a budgeted project. Councilmember Snelson said it is good to understand that.

404 **GENERAL FUND CAPITAL**

He started the discussion on general fund capital by listing these bullet points.

- 406
- All projects were scored according to direction from the council, master plans, efficiency, whether it enhances the Art City image
 - Projects were allocated based upon dollars available
 - All of the money was NOT spent
- 410

412 Councilmember Miller asked if defibrillators are required. Administrator Fitzgerald answered no
they are voluntary. These listed in the budget are the \$33,000 defibrillators for ambulances. He said
414 there are very few new programs. Administrator Fitzgerald said the departments are getting big so
employee recognition will switch to departments by putting those dollars into the departments instead of
administration. Councilmember Miller asked how much innovation should a city do and should we
416 incentivize innovation. Administrator Fitzgerald said the incentive policy and funding are already in
place. Councilmember Miller asked if it is incorporated into this budget. Councilmember Nelson asked
418 about how many incentives are applied for each month. Administrator Fitzgerald said zero.
Councilmember Nelson said he has seen it work at other places he has worked. Administrator
420 Fitzgerald said this would give the funding and responsibility to the directors. Councilmember Jensen
said in his industry, a t-shirt goes a long way and congratulated Director Meredith's recognition of his
422 employees. Administrator Fitzgerald said different departments react to different recognition.

424 He continued by stating we are taking care of some deficiencies in the bike lanes and these are
426 very easy fixes. It was a failure on our part. A museum grant writer would obviously pay for itself and the
428 funding is from POPS funds so the funding is not from the city. The museum also asked for
430 SMA@Night, which is a small number and paid programming and activities could follow at the CRC and
432 the Library.

428 He continued by covering proposed changes in the personnel budget including a 3% raise
430 according to policy; a cost increase for benefits; four new full-time positions including an additional
432 information services employee, a dispatcher, a fire captain because we are marching toward full-time
434 fire capacity and a management analyst for finance and administration. The earlier discussion for
436 succession planning morphed into this analyst. There are 5000 part-time hours added in various
438 departments.

434 He reviewed the council requests from the Fall Budget Retreat

- 436 • Work with Allen's property owners
- 438 • Acquire some property to replace the asset sold in Spanish Fork
- 440 • Fire Station Second Floor completion
- 442 • City Entrances/Downtown Beautification
- 444 • Bike Lanes/Pump Park

442 He reviewed the council requests from the Winter Budget

- 444 • Add Full-Time Dispatcher
- 446 • Maintain Police Pay and Benefits
- 448 • Purchase Commercial Property
- 450 • 400 South Corridor Retail Analysis
- 452 • Curb, Gutter, Sidewalk SID
- 454 • Community Park Expansion
- 456 • Fire Station Second Floor
- 458 • Maintain Pay and Benefits
- 460 • Library AV Connections

454 Administrator Fitzgerald said there is money in capital improvement reserves for other projects.
456 Councilmember Nelson asked about property purchases. Councilmember Miller suggested going ahead
458 with the property purchase instead of leaving money in reserve funds; getting out of cash and making
460 money on the property. Councilmember Nelson agreed. Administrator Fitzgerald said there are
462 approaches to resolve that. There is \$500,000 in the budget for property purchases; it would make
464 changes to the proposed budget. We can take them out of reserves until we approve a contract to buy
466 which takes a council meeting to approve the purchase.

ENTERPRISE FUNDS

- 462 • All enterprise funds are balanced
- 464 • All have significant dollars available for capital projects
- 466 • Water and Sewer will have master plan updates in the next few weeks
- 468 • Power also needs to look at the long term for the power plan

468 Administrator Fitzgerald said because water and sewer master plans are updating right now, he
and Director Riddle left the capital there pending better data.

470 The power plant engines are at the end of their lifecycle and there is one more bay for an
471 engine. Really all of our enterprise funds have questions on capital, but not today. Director Fredrickson
472 said the power reserve right now is about \$10 million. It costs \$22 million to replace the larger engine.
473 Councilmember Miller asked about the latest on new state requirements for wastewater. Administrator
474 Fitzgerald said we are in the middle of a study to see if a regional plant makes sense. In this budget,
475 there is a pilot program to solve the phosphorus problem chemically at our plant. The state says they
476 will give us a reasonable amount of time. Councilmember Miller said that is one of the risks we face; a
477 problem with infrastructure or changes in regulation. Administrator Fitzgerald said we know the danger
478 points.

479 Councilmember Miller asked Director Riddle about a recession and asked for projections in the
480 next downturn. Administrator Fitzgerald mentioned a projected downturn in 2020. He said he is usually
481 the sunshine and Director Riddle is traditionally the cloud. He said in a national downturn that has 18-24
482 months of flat to negative growth in Springville, there might be some development and purchase
483 softening. Some developers are already invested in infrastructure so that will continue. The property tax
484 will grow with current development, so it will not be like 2008 or 2013. Councilmember Jensen said it
485 could get ugly really quick in Spanish Fork or Vineyard if there is a downturn or they reach buildout
486 because they are relying on development for revenue.

487 Administrator Fitzgerald said he looks at the drivers of our budget and believes that if the
488 national economy softens, our health insurance costs should also flatten or decrease. The pressure to
489 increase wages would mitigate. A one or two-year economic downturn is not as scary when looking at
490 both sides of the budget. Traditionally cities cut capital expenses in a downturn, so ours could drop from
491 1.8 million to 1.3 million. He said the producer price index for new large trucks is already calculated in
492 our budget. If it drops our reserves will drop and we will see savings across the board. He continued by
493 stating he started in the worst possible time and we survived 2007-2013. Director Riddle agreed and
494 said he started working for Springville City during the worst economic downturn since 1930. We lived
495 through it. We laid off one person and cut some services. We didn't deplete reserves, raise property
496 taxes or change service levels. Administrator Fitzgerald added that our reserves are in much better
497 shape than they were back then.

498 Director Riddle continued by saying sales tax is our largest revenue source from groceries
499 stores and Walmart. Residents will continue to buy food in an economic downturn. Administrator
500 Fitzgerald said the state could broaden the tax base, mitigating that concern. He concluded by saying
501 he hopes the answers show we were looking at those contingencies. Revenues always trail a service
502 need. Supervisors are always in a little bit of stress to find efficiencies which is not a bad place to be,
503 management wise, learning to provide a service with less. Compared to an enterprise fund he saw in
504 Texas, it is awesome what we are able to accomplish.

505 Mayor Child said this meeting format is perfect and commended. He has been attending MAG
506 meetings about the new interchange funding. The South Utah County mayors met with UDOT and the
507 environmental study is initiating. There will be a small interchange in a few years. He asked the council
508 if they want to sit in on the interviews for the new chief of police. Councilmembers Snelson and Nelson
509 requested to sit in on the interviews.

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

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

515 There was none.

516



12. ADJOURNMENT

518 COUNCILMEMBER NELSON MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE
SPRINGVILLE CITY COUNCIL AT 7:02 P.M.

520 COUNCILMEMBER JENSEN SECONDED THE MOTION, ALL VOTED AYE.

522 *This document constitutes the official minutes for the Springville City Council Work/Study
meeting held on Tuesday, April 09, 2019.*

524 *I, Jennifer Grigg, do hereby certify that I am the duly appointed, qualified, and acting Deputy
Recorder for Springville City, of Utah County, State of Utah. I do hereby certify that the foregoing
526 minutes represent a true and accurate, and complete record of this meeting held on Tuesday, April 09,
2019.*

528

530

Jennifer Grigg
Deputy City Recorder



MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, APRIL 16, 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 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 and City Recorder
Kim Crane.

Also, present were: Public Safety Director Scott Finlayson, Operations Manager Rod Oldroyd,
Building and Grounds Director Bradley Neel, Public Works Director Brad Stapley, City Engineer Jeff
Anderson, Library Director Dan Mickelson, Building Official Jason Van Ausdal, Community
Development Director Glen Goins, Power Director Leon Fredrickson, Recreation Director Corey
Merideth, Golf Pro Craig Norman and Museum of Art Director Rita Wright. Excused from the meeting
Councilmember Christopher Creer.

CALL TO ORDER

Mayor Child welcomed everyone and called the Work/Study meeting to order at 5:30 p.m.

COUNCIL BUSINESS

1) Calendar

- Apr 24 - Springville Museum of Art's 95th Annual Spring Salon Opening Reception 6:00 p.m. - 8:00 p.m.
- May 07 - Work/Study Meeting 5:30 p.m., City Council Meeting 7:00 p.m.
- May 11 - Springville Museum of Art's Annual Art Ball
- May 14 - Work/Study Meeting 5:30 p.m.
- May 18 - Bike with the Mayor 9:30 a.m.

Mayor Child asked if there were any questions or additions to the calendar.

Councilmember Snelson invited the Mayor and Council to the Springville/Mapleton Chamber of
Commerce Summer barbeque on August 13, 2019. The Chamber would like the Springville and
Mapleton Mayors and Councils to help with cooking.

Mayor Child asked to have the Art City Days celebrations added to the calendar on the City
website.

2) Discussion on this evening's Regular Meeting agenda items

- a) Invocation - Councilmember Snelson
- b) Pledge of Allegiance - Councilmember Miller
- c) Consent Agenda

3. Approval of the minutes for the March 12 and March 19, 2019 Council Work Study meetings;
March 19 and April 2, 2019 Council Regular meetings.

- 42 4. Approval of the amended phasing plan for Sumsion West Subdivision located in the area of
1150 South 1250 West, Springville, Utah - Glen Goins, Community Development Director
44 5. Approval of a Resolution and Interlocal Agreement between Utah County and Springville
City for administration of the 2019 Springville City Municipal Election - Kim Crane, City
46 Recorder

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

50 DISCUSSIONS/PRESENTATIONS

52 a) Traffic Calming Options - Jeff Anderson, City Engineer

52 Engineer Anderson presented on traffic calming options and reviewed Chapter 4 of the General
Plan, regarding Transportation and Circulation. He explained traffic calming as a combination of
54 reducing the negative effects of motor vehicle use, alter driver behavior and improve conditions for non-
motorized street users. The objectives are to encourage safe vehicle speeds, reduce collisions, reduce
56 cut-through traffic, increase safety and perception of safety, increase access to all modes of
transportation and reduce the need for police enforcement. He reviewed the Functional Classification
58 Matrix, for local roadways, while connectivity is needed, they have planning in place to discourage short
cut roads and speeding. Mostly what they found was the perception of speed, with a small percentage
60 of outliers.

62 Engineer Anderson went on to explain the "Three E's" of speeding; Education, make drivers
aware; Enforcement, focused enforcement; and Engineering, traffic calming solutions. He introduced
the Neighborhood Traffic Management Program, used in other states as well as West Jordan, Utah.
64 The program establishes a procedure for assessing traffic calming needs. It can be a lengthy process,
sometimes up to two years, it's not inexpensive, and would need funding.

66 Administrator Fitzgerald explained some areas of the city have worked together to help make a
decision for traffic calming. Engineer Anderson gave examples of different traffic calming measures.

68 Councilmember Miller asked to see a streamed lined program with a proposal. Administrator
Fitzgerald expressed there were some ways to cut back the program and plan accordingly with the
70 budget. He asked the Council how much citizen participation they would like.

Councilmember Nelson commented to possibly make a process with an application fee.

72

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

74 Mayor Child asked for any other comments.

76 Administrator Fitzgerald explained to the Council the time involved to hire police officers for
open positions can take a few months or upwards of 10-12 months. Recently most are coming in prior
to POST certification and turnover is approximately 4-5 officers per year. When budget savings allow
78 they would like to hire two new officers for approved positions, and could start immediately before the
position opens and utilize the hiring pool. Budget dollars are available for the balance of this year and
80 will reduce the time to fill the vacancies.

Council was in consensus to go with the hiring program for police officers.

82

84 4) CLOSED SESSION

84 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
86 individual, pending or reasonably imminent litigation, and the purchase, exchange, or lease of real
property, as provided by Utah Code Annotated Section 52-4-205

88

90 COUNCILMEMBER JENSEN MOVED TO ADJOURN THE REGULAR MEETING AT 6:25 P.M.
AND CONVENE IN A CLOSED SESSION REGARDING PROPERTY AND LITIGATION.

92 COUNCILMEMBER SNELSON SECONDED THE MOTION. THE VOTE IS RECORDED AS
FOLLOWS:

94	COUNCILMEMBER CREER	ABSENT
	COUNCILMEMBER JENSEN	AYE
	COUNCILMEMBER MILLER	AYE
96	COUNCILMEMBER NELSON	AYE
	COUNCILMEMBER SNELSON	AYE

98 Council returned to the work session at 6:46 p.m.

100 Councilmember Miller stated he had a few questions. He asked about the \$15,000 for the
102 Theater. Administrator Fitzgerald replied it had not been allocated, and will stay there. Councilmember
104 Miller reported the Power Board discussed the flat increase, and would like feedback before it is
implemented. Administrator Fitzgerald commented they were having internal discussions with them.
106 Councilmember Miller expressed a need for future budget and capital planning. He asked if the golf
course irrigation could be done progressively in parts, since funding is not available, rather than have it
108 sit for another year or two. Administrator Fitzgerald explained Golf Pro Norman along with Director
Riddle are working on a plan regarding recent issues with pumping the irrigation. Councilmember Miller
110 asked if it would be possible to do small community projects on Community Park with volunteers and do
a portion at a time. Also look at a dog park. Councilmember Miller asked about the Clyde Recreation
112 Center pass renewal and any ad campaigns. Director Merideth replied there were emails going to
members with specials; the remaining will be given a smaller discount. Councilmember Miller asked
114 about the City's security on water tanks. Administrator Fitzgerald explained there were measures being
done and any cost to increase security would be reviewed with the council.

116 Golf Pro Craig Norman reported on the irrigation pumps at the golf course. He explained there is
only one person in the state that fixes that type of electrical panel; they will be out next week. The
118 pumps on the back nine have a frozen valve, and a water department employee can rebuild the valve.
The initial electrical side is fixable, and they will keep a watch on the pump.

122 **ADJOURNMENT**

124 COUNCILMEMBER NELSON MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE
SPRINGVILLE CITY COUNCIL AT 6:58 P.M

126 COUNCILMEMBER MILLER SECONDED THE MOTION, ALL VOTED AYE.

130 *This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday,
April 16, 2019.*

132 *I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of
134 Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record
of this meeting held on Tuesday, April 16, 2019.*

136
138

Kim Crane, CMC
City Recorder

MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, APRIL 16, 2019, AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,
SPRINGVILLE, UTAH.

Mayor Richard J. Child presided. In addition to Mayor Child, the following were present:
Councilmember 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 and City Recorder
Kim Crane.

Also, present were: Public Safety Director Scott Finlayson, Public Works Director Brad Stapley,
Building and Grounds Director Bradley Neel, Power Department Director Leon Fredrickson, Library
Director Dan Mickelson, Building Official Jason Van Ausdal, Community Development Director Glen
Goins, Recreation Director Corey Merideth and Museum of Art Director Rita Wright. Excused from the
meeting Councilmember Chris Creer.

CALL TO ORDER

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

INVOCATION AND PLEDGE

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

APPROVAL OF THE MEETING'S AGENDA

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

MAYOR'S COMMENTS

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

CEREMONIAL

1. Presentation of the Mayor's Awards - Shannon Acor, Prevention Coordinator/Youth Court Director

Councilmember Jensen and Coordinator Acor presented the Mayors Award to Mapleton Junior
High student Alyssa Walker. Alyssa was nominated by her teacher and a few others for her example of
bravery and courage. Not only a good student, Alyssa helped to rescue her mother from the families
burning cabin this last February.

2. Presentation of the Trust and Accountability Program Award from the Utah Local Governments Trust

Utah Local Governments Trust representative Brent Okeson presented the City with the Trust
Accountability Program Award and thanked Attorney John Penrod for his work on risk management for

46 the City. Mr. Okeson congratulated Springville City for receiving the recognition consecutively over the last six years.

48 **PUBLIC COMMENT**

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

52 Wendy Osborn with Tabitha’s Way a local food pantry; thanked the Mayor and Council for their service to the community. She reported Tabitha’s Way serves a lot of citizens, organizations and businesses. She invited the Mayor and Council to tour their pantry and expressed gratitude for the community in Springville. The pantry is located at 45 East 100 North in Spanish Fork.

56 Kaylie Ross, Miss Springville/Mapleton and her attendants gave introductions and described their social impact initiative; healthy media, healthy mind a movement to outsmart your smart phone.

58 **CONSENT AGENDA**

- 3. Approval of the minutes for the March 12 and March 19, 2019 Council Work Study meetings; March 19 and April 2, 2019 Council Regular meetings.
- 4. Approval of the amended phasing plan for Sumsion West Subdivision located in the area of 1150 South 1250 West, Springville, Utah - Glen Goins, Community Development Director
- 5. Approval of a Resolution and Interlocal Agreement between Utah County and Springville City for the administration of the 2019 Springville City Municipal Election - Kim Crane, City Recorder

66 COUNCILMEMBER SNELSON MOVED TO APPROVE THE CONSENT AGENDA AS WRITTEN AND APPROVING **RESOLUTION #2019-16** AN INTERLOCAL AGREEMENT BETWEEN UTAH COUNTY AND SPRINGVILLE CITY FOR THE ADMINISTRATION OF THE 2019 SPRINGVILLE CITY MUNICIPAL ELECTION.

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

72 COUNCILMEMBER CREER	ABSENT
COUNCILMEMBER JENSEN	AYE
74 COUNCILMEMBER MILLER	AYE
COUNCILMEMBER NELSON	AYE
76 COUNCILMEMBER SNELSON	AYE

RESOLUTION #2019-16 APPROVED

78 **REGULAR AGENDA**

80 **6. Consideration of an Ordinance amending Title 8 Chapter 3, Discharging Firearms Amendment - Cari Thomsen, Legal Assistant**

82 Ms. Thomsen reported on the amendment to the Springville City Code regarding discharging of firearms. The ordinance language clarifies when the discharge of a firearm is allowed and the discharge of certain guns and instruments would be lawful under appropriate circumstances.

86 COUNCILMEMBER JENSEN MOVED TO APPROVE **ORDINANCE #05-2019** AMENDING THE DISCHARGING OF FIREARMS ORDINANCE, SECTION 8-3-102 OF THE SPRINGVILLE CITY CODE.

88 COUNCILMEMBER SNELSON SECONDED THE MOTION. THE VOTE IS RECORDED AS FOLLOWS:

90 COUNCILMEMBER CREER	ABSENT
92 COUNCILMEMBER JENSEN	AYE

COUNCILMEMBER MILLER AYE
94 COUNCILMEMBER NELSON AYE
COUNCILMEMBER SNELSON AYE

96 **ORDINANCE #05-2019 APPROVED**

98 **7. Consideration of property acquisition at approximately 900 North Main Street, Springville, Utah -
Brad Stapley, Public Works Director**

100 Director Stapley reported Springville City is working with the Utah Department of Transportation
(UDOT) to install a traffic signal at the intersection of 900 North and Main Street.

102 UDOT recently finished a traffic signal warrant study at the intersection of 900 North and Main
Street. The study warranted a traffic signal at the intersection. They indicated that the easterly leg of the
104 intersection is needed to facilitate safe access into the intersection from current access points on the
east side of the intersection. This access will require the acquisition of 0.26 acres of undeveloped
106 property. Director Stapley explained there would need to be a four way stop light to accommodate the
apartments at the east signal. UDOT was able to make it work and the land owner has offered the
108 property to the city.

110 Attorney Penrod stated the item was before the council in order to accept the property. The
majority of the project will be completed by UDOT.

112 Councilmember Miller asked if there had been any study on slowing the speed limit on north
Main Street. Director Stapley replied it would require an official letter from the City to get the ball rolling,
he will bring more information back to the Council in a work session.

114
116 COUNCILMEMBER SNELSON MOVED TO APPROVE AN AGREEMENT BETWEEN
SPRINGVILLE CITY AND V.S. STORAGE (PROPERTY OWNERS) TO ACQUIRE 0.26 ACRES OF
PROPERTY LOCATED AT APPROXIMATELY 900 NORTH MAIN STREET FOR INTERSECTION
118 IMPROVEMENTS PENDING REVIEW BY THE CITY ATTORNEY.

120 COUNCILMEMBER NELSON SECONDED THE MOTION, ALL PRESENT VOTED AYE.

122 **8. Consideration of an Ordinance and amendment to Springville City code regarding base floor
elevations - Jason Van Ausdal, Building Official**

124 Building Official Van Ausdal reported Springville City had received several requests over the
years to allow basements in the Westfield's area. The City Council has regularly denied the requests
based upon the high and always fluctuating groundwater and the minimal land drain system in the
126 Westfield's. Currently, there is only one subdivision with basements in the Westfield's and those
basements have flooded during high water years.

128 Recently, a commercial entity along 400 South has asked for a basement to be used for storage.
City staff has discussed the issues and would feel comfortable to allow a commercial basement for
130 storage only. In addition staff recommends limiting where basements may be located to commercial
properties along 400 South between 400 West and 1200 West and to seek approval from the drainage
132 district as well as other requirements.

134 Attorney Penrod reported the concern is that the depth of the groundwater is always fluctuating,
and there is not a great solution for where to put the groundwater in order to stop it from flooding a
basement.

136 Councilmember Snelson asked why it did not include residential. Official Van Ausdal replied
when the item came before the council in the past it was denied. Attorney Penrod stated the ordinance
138 only limits it to storage use, not livable and not available to residential. Staff is reaching out for more
information from other communities allowing basements near Utah Lake.

140 Official Van Ausdal explained the process required for commercial basements in the Westfield's.
142 Administrator Fitzgerald added when the Westfield's was annexed the delineation was made for
basements.

144 Councilmember Nelson asked if it would set a precedent, what if they are flooded. Attorney
146 Penrod replied it would not set a precedent because it is limited to an area. Staff has been careful in
laying it out; the commercial property will need to sign a release and indemnification that runs with the
property. The biggest question was where to put the water, the property in question is near a land drain.

148 Director Stapley reported he spoke to Gary Calder with Provo City. Provo has a series of
different regulations depending on the area. Springville does not have those. Director Stapley
explained the land drains are a possibility to get rid of water. They will need to look closer at residential
150 if connecting to land drains. Trees in residential areas plug up the land drains.

152 Mayor Child allowed for public comment:

154 Dave Thompson and James Bartley with Zeppis Italian Ice and Custard are requesting a
basement for commercial storage. Mr. Thompson stated they employ a lot of youth and support
community outreach. The outside is setup as a porch. They described everything they wanted to build
156 prior to breaking ground and came upon this problem. The basement will be used only for storage and
not inhabitable. Mr. Bartley vetted early on with no objections and was shocked to hear the basement
158 problem. They are in total support of the drainage option and signing the waiver with respect to ground
water.

160 Craig Conover, resident; he stated he was a big business proponent and would vote for this. He
came to the council previously and wanted a basement for storage in the home he was building. He was
162 told to go to Planning Commission and didn't understand why he cannot have a crawl space for
exposed pipes. He stated why not do the same process for residential crawl spaces and encouraged
164 help for businesses.

166 Councilmember Jensen asked if it went to Planning Commission. Attorney Penrod replied it did
not because it is part of the building code.

168 COUNCILMEMBER JENSEN MOVED TO APPROVE ORDINANCE #06-2019 AMENDING
170 SPRINGVILLE CITY CODE SECTION 10-1-105 TO ALLOW BASEMENTS FOR STORAGE IN
COMMERCIAL STRUCTURES ALONG 400 SOUTH BETWEEN 400 WEST AND 1200 WEST.

172 COUNCILMEMBER MILLER SECONDED THE MOTION. THE VOTE IS RECORDED AS
FOLLOWS:

174 COUNCILMEMBER CREER	ABSENT
COUNCILMEMBER JENSEN	AYE
COUNCILMEMBER MILLER	AYE
176 COUNCILMEMBER NELSON	AYE
COUNCILMEMBER SNELSON	AYE

178 ORDINANCE #06-2019 APPROVED

180 **9. Consideration of a Resolution and License Agreement with Prestige Broadband - John Penrod,
Assistant City Administrator/City Attorney**

182 Attorney Penrod reported over the years, several Internet providers have attempted to provide
Internet to Hobble Creek Canyon residents and businesses. The Internet provided in the Canyon has
184 not always been reliable. Prestige Broadband, LLC, has requested the City provide Prestige with a pole
attachment and ability to run fiber from a pole to the Grindstone Subdivision and a second phase up the
186 left hand fork of the canyon. The proposed license agreement would allow Prestige Broadband the pole

188 attachment and ability to install fiber on City owned property. In return, Springville City would receive
189 three internet connections and an annual payment.

190 Mayor Child asked Mr. Lingwall with Prestige Broadband how it would affect the golf course. He
191 said once the pole is installed they will not need to go back. They would work with the golf pro on
192 accessing the Grindstone Subdivision by boring under the golf course.

193 Attorney Penrod explained the license agreement to the council, and the City would receive
194 three free internet connections for the golf course, Kelley's Grove and Rotary Park.

195 COUNCILMEMBER NELSON MOVED TO APPROVE **RESOLUTION #2019-17** APPROVING A
196 LICENSE AGREEMENT BETWEEN SPRINGVILLE CITY AND PRESTIGE BROADBAND, LLC.

197 COUNCILMEMBER JENSEN SECONDED THE MOTION. THE VOTE IS RECORDED AS
198 FOLLOWS:

199 COUNCILMEMBER CREER	ABSENT
200 COUNCILMEMBER JENSEN	AYE
201 COUNCILMEMBER MILLER	AYE
202 COUNCILMEMBER NELSON	AYE
203 COUNCILMEMBER SNELSON	AYE

204 **RESOLUTION #2019-17 APPROVED**

205 **MAYOR, COUNCIL REPORTS**

206 Mayor Child asked if there were any comments. There was none.

207

208 **10. CLOSED SESSION**

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

213 There was none.

214

215 **ADJOURNMENT**

216 COUNCILMEMBER SNELSON MOVED TO ADJOURN THE CITY COUNCIL MEETING AT
217 8:12 P.M. COUNCILMEMBER NELSON SECONDED THE MOTION, AND ALL PRESENT VOTED
218 AYE.

219

220

221

222 *This document constitutes the official minutes for the Springville City Council Regular meeting held on Tuesday, April 16, 2019.*

223 *I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County,*
224 *State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on*
225 *Tuesday, April 16, 2019.*

226

227

228 _____
229 Kim Crane, CMC
230 City Recorder

231



STAFF REPORT

DATE: May 7, 2019
TO: Honorable Mayor and City Council
FROM: Heather Bakker, Business Licensing
SUBJECT: CLASS A BEER LICENSE FOR SINGHKAUR, INC

RECOMMENDED MOTION

Motion to APPROVE THE ISSUANCE OF A CLASS A BEER LICENSE TO **SINGHKAUR, INC**
Located at 171 NORTH MAIN, SPRINGVILLE, UTAH.

SUMMARY OF ISSUES/FOCUS OF ACTION

Springville City Municipal Code requires any person engaging in the business of beer retailer, in bottles, original containers, or draft, within the limits of the City to first procure a license from the City as provided in Title 7, Chapter 3.

- No license may be granted to sell beer in any dance hall, theater, or in the proximity of any church or school.
- The license shall at all times be conspicuously displayed on the premises.
- All licensees shall comply with the Utah Alcoholic Beverage Control Act and the regulations of the Utah Alcoholic Beverage Control Commission.
- All licensed premises shall be subject to inspection by any officer, agent, or peace officer of the City, the State Liquor Control Commission, or the Utah County Health Department; and every licensee shall at the request of the Utah County Board of Health furnish to it samples of beer which the licensee shall have for sale.
- A person under the age of twenty-one (21) may not sell beer on the premises of a beer retailer for off-premise consumption.
- It shall be unlawful to sell beer to any person under the age of twenty-one (21) years, or to any person who is intoxicated or under the influence of an intoxicating beverage.
- It shall be unlawful to advertise the sale of beer, except under such regulations as are made by the Alcoholic Beverage Control Commission.
- Licensed premises shall be kept brightly illuminated at all times while occupied for business, and no booth, blind or stall shall be maintained unless all tables, chairs, and occupants, if any therein, are kept open to the full view from the main floor at the entrance of such licensed premises.
- No licensee shall violate the terms of the license issued; nor, unless he shall be so licensed, shall he sell beer in the original containers, or draft beer for consumption on the premises, or permit any beer to be consumed on the premises.
- It shall be unlawful for any person to sell beer to any person between the hours of 12:00 midnight and 6:00 a.m.
- It shall be unlawful for any person to sell beer through a "drive-up" window, meaning that beer cannot be sold or dispensed to any person sitting in a motor vehicle or on a motorcycle.

- If a beer retailer sells alcoholic beverages for off-premise consumption, the beer retailer shall not place any alcoholic beverage for sale or storage within fifteen (15) feet of any and all of the beer retailer's customer entrances.
- A licensee involved in the transaction of retail beer sales for off-premise consumption (Class "A" retail sales) shall require any and all employees who directly supervise the sale of beer to a customer for consumption off the premises, or who sells beer to a customer for consumption off the premises, to obtain a Certificate of Completion from a statewide alcohol training and education seminar as required by Utah State Code Section 32A-10-103 and 62A-15-401.
- All employees of a Licensee involved in the transaction of retail beer sales will be required to possess and wear a unique identification badge while on duty. This badge shall be worn on the front of the employee's clothing, visible above the waist, bearing the first or last name, initials, or unique identification letters or numbers that are sufficiently large to be clearly visible and identifiable.
- The Licensee is required to inform the City of any employee possessing a valid certificate whose employment is terminated for conduct that would be punishable under the statutes or ordinances regulating alcoholic beverages.
- Licensees shall maintain a record of badges assigned and the record must be available for immediate inspection. The record must include the employee's full name, address, and driver license number or similar identification number.
- Licensees shall permit law enforcement officers and Utah County Health Department employees to conduct random compliance checks on licensee's premises.

DISCUSSION

The Code requires the applicant to meet several requirements before a license is issued.

1. Any applicant, partner, managing agent, officer or director who holds at least 20-percent stock of the applicant corporation will not be allowed to sell beer at retail unless he shall be of good moral character, over the age of 21, and a citizen of the United States
2. A license shall not be issued to anyone who has been convicted of any felony, or any violation of a federal, state or city law concerning the sale, manufacture, distribution, warehousing, adulteration, or transportation of alcoholic beverages.
3. A license shall not be issued to anyone who has been convicted of a violation relating to alcoholic beverages, or of drunken driving, or of keeping a gambling or disorderly house.
4. One Class "A" license will be available to a Convenience Store for every 1,500 people within the City of Springville as determined by the most recent Governor's Office of Budget and Planning report. The report shall be rounded to the nearest 1,000 people and the number of licenses available shall always be rounded down to a whole number.
5. No Class "A" license shall be granted to any person to sell beer within 180 feet of any church or school, and it shall be unlawful for any person to sell beer within 180 feet of a church or school. The distance shall be measured in a straight line from the nearest entrance of the building where the beer is or will be sold to the nearest property boundary of the public or private school, church, public library, public playground, or park.

SinghKaur, Inc. is in good standing with the Division of Corporations and Commercial Code. The Registered Principles of this business are Ramandeep Kaur, President; Ramandeep Kaur, Vice President; Ramandeep Kaur, Secretary, Ramandeep Kaur, Treasurer, Sandeep Singh, Director.



This is an existing convenience store currently selling beer in Springville City. The current business is Basin Markets #106. The business is being sold to SinghKaur, Inc in May 2019. There are no schools, churches, public libraries, public playgrounds, or parks in the vicinity.

FISCAL IMPACT

The business license fee for the year has been paid by Sandeep Sinan. The beer license fee (\$600.00) and application fee (\$100.00) have been collected. Expenses anticipated by the City are costs for the enforcement of the beer licensing provisions by the police department and code enforcement officer.

Heather Bakker
Business Licensing

Attachments

CC: Kim Crane, City Recorder





BUSINESS LICENSING
 110 SOUTH MAIN STREET
 SPRINGVILLE, UT 84663
 OFFICE 801.491.7811
www.springville.org

BEER (ALCOHOL) LICENSE APPLICATION

City License #

2439

Name of Business SINGH KAUR, Inc DBA FRIENDS FOOD & GAS	Phone # 801-489-3213	DBA # FRIENDS	*Type of License Class A <input checked="" type="checkbox"/> Class B <input type="checkbox"/> Class C <input type="checkbox"/>
Business Address Street: 171 N MAIN ST, SPRINGVILLE Springville, Utah 84663 Fed ID # 82-2974151 State Tax # 14513468 -004-STC			

APPLICANT

Name: **SANDEEP SINGH** Address: _____
 Birthdate: _____ Social Security #: _____ Drivers Lic. #: _____

Have you ever been convicted of a felony? Yes No
 In the last twenty-four months have you been arrested for any alcohol related offense? Yes No If yes, to any of these questions, attach an extra page listing date, location, and circumstances surrounding the offense.

IF A PARTNERSHIP OR CORPORATION, LIST THE FOLLOWING INFORMATION ON ALL CONTROLLING* PARTNERS/OFFICERS/DIRECTORS

Name: _____ Address: _____
 Birthdate: _____ Social Security #: _____ Drivers Lic. #: _____

Have you ever been convicted of a felony? Yes No
 In the last twenty-four months have you been arrested for an alcohol related offense? Yes No If yes, to any of these questions, attach an extra page listing date, location, and circumstances surrounding the offense.

Name: **MALKIT SINGH (male)** Address: _____
 Birthdate: _____ Social Security #: _____ Drivers Lic. #: _____

Have you ever been convicted of a felony? Yes No
 In the last twenty-four months have you been arrested for an alcohol related offense? Yes No If yes, to any of these questions, attach an extra page listing date, location, and circumstances surrounding the offense.

Name: _____ Address: _____
 Birthdate: _____ Social Security #: _____ Drivers Lic. #: _____

Have you ever been convicted of a felony? Yes No
 In the last twenty-four months have you been arrested for an alcohol related offense? Yes No If yes, to any of these questions, attach an extra page listing date, location, and circumstances surrounding the offense.

*"Controlling" = if partnership, all partners must be listed; if a corporation, managing agents, officers or directors holding at least 20-percent of the issued and outstanding stock of the applicant corporation (additional pages may be attached)

***LICENSE CLASSIFICATIONS**

- Class A Beer License: License to sell beer on the licensed premises in original containers for **off-premise consumption**.
- Class B Beer License: License to sell beer on the licensed premises in original containers for **on-premise consumption**.
- Class C Beer License: License to sell beer on the licensed premises **in containers or on draft for on or off premise consumption**.

COMPLETE THE FOLLOWING TO INDICATE THE ENTIRE NATURE OF YOUR BUSINESS

Type of Business? Tavern Grocery Store Convenience Store Other, list type: _____

I understand all persons selling alcoholic beverages must be 21 years old or older. S (initial)

Is this business open to the public? Yes No Members Only? Yes No

How long have you been the owner of this business at this location? Change of ownership

Do you understand that gambling and/or dancing are not permitted if you are issued this license? Yes No

I understand that all employees who sell beer or directly supervise the sale of beer must complete the statewide alcohol training and education seminar required by Utah Code Sections 32A-10-103 and 62A-15-401 and be certified within 30 days of the date they are hired. _____ (initial)

I understand that I must abide by all the laws and regulations of the Utah Beverage Control Act and Springville City Ordinance, Title 7, Section 3, Beer Sales. S (initial)

I swear under oath that all facts in this report are true and that I give consent for a background check.

X [Signature]
Signature of Applicant

04-11-2019
Date

Beer Licenses expire on **December 31** of each year. Renewal Form and Fee are due on or before December 31. Failure to meet the renewal requirements shall result in automatic forfeiture of the license; effective on the date the existing license expires. Springville City Code §7-3-7(2)

FEES:

\$100.00 Application Fee

\$600.00 License Fee (Class A)

\$300.00 License Fee (Class B & C)

Total Fees Due \$ 700.00

FOR OFFICIAL USE ONLY

CITY COUNCIL: Approval Date: _____ Denial Date: _____ Notes: _____

RECOMMENDATION AND FINDINGS OF POLICE CHIEF:

General reputation and character of persons habitually frequenting this establishment GENERAL PUBLIC

Nature and kind of business conducted at this establishment by applicant or any other person C-store & ATTACHED PIZZA REST.

Alcohol served or drunk at this establishment NONE.

Nature and kind of entertainment, if any NONE.

Gambling or dancing permitted by applicant upon premises NONE.

Proximity to any church 630 ft; school >1000; public library 1300 ft; public playground 980 ft; or park 980 ft

Recommendation of Police Department: Approval () Approval with Conditions () Denial

Comments: No criminal record on owners. No disqualifying distances from schools, parks, etc.

X [Signature]
Police Chief Approval

Date: 4/22/19

XBP Confirmation Number: 59555218

Receipt for Payment to:
Springville City

Date/Time: 04/12/2019 8:30:12 AM
Transaction #: 103060936PT
Payment Method: Visa
Transaction Status: Successful

Items

BUSINESS LICENSE	2439	80.00
BUSINESS LICENSE	2439	700.00
Total:		780.00

SANDEEP SINGH 84663

Payment Service Provided By
www.xpressbillpay.com



STAFF REPORT

DATE: April 18, 2019
TO: The Honorable Mayor and City Council
FROM: Corey Merideth, Recreation Director
SUBJECT: CONSIDERATION OF APPROVING STAFF RECOMMENDATION FOR THE
USE 2019 COUNTY REC GRANT.

RECOMMENDED ACTION

Motion to approve submission of an application to Utah County for the 2019 County Recreation Grant in the amount of \$16,620.77.

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

Utah County is accepting grant applications from municipalities for recreation. In 2018 Springville City was successful in making improvements for a variety of projects including; new announcer booth and stairs at Rodeo Arena, equipment for programs at Clyde Rec Center Park, and safety kickplates for starting blocks at Clyde Rec Center.

2019 grant allocations are;

1. \$5,400 to purchase window blinds for West windows at Clyde Rec Center.
2. \$4,000 to upgrade backstop on 1 field at Memorial Park.
3. \$1,800 to have stair railing installed at Rodeo Arena.
4. \$5,320 to purchase bull rated arena railing at Rodeo Arena.

FISCAL IMPACT

The total cost of these projects will not exceed the allotted \$16,620.77, in County Recreation Grant Funds.

Attachments:
2019 County Rec Grant Application

CITY COUNCIL AGENDA



STAFF REPORT

DATE: April 29, 2019

TO: Honorable Mayor and City Council

FROM: Laura Thompson, City Planner

SUBJECT: CONDOMINIUM APPROVAL FOR THE SPRINGVILLE STORAGE CONDOMINIUMS, AN OFFICE/WAREHOUSE DEVELOPMENT LOCATED AT 2052 WEST 700 SOUTH IN THE HC-HIGHWAY COMMERCIAL ZONE.

RECOMMENDED MOTION

Motion to grant approval of the Springville Storage Condominiums located at 2052 West 700 South in the HC-Highway Commercial Zone.

SUMMARY OF ISSUES/FOCUS OF ACTION

Does the proposed condominium plan meet the requirements of Springville City Code and the Utah Condominium Ownership Act?

BACKGROUND

The proposed project consists of a 38,000 square foot multi-unit office/warehouse on the 2.5-acre lot located at 2052 West 700 South.

The property is located in the Highway Commercial Zone, in which office/warehouses are a permitted use.

The condominium plan will consist of 14-units, each containing office and warehouse space.

DISCUSSION

A condominium means the ownership of a single-unit in a multi-unit project, together with an undivided interest in common areas and facilities of the property.



The Springville Storage Condominiums are considered a “commercial condominium project” where the project has no residential units within the project.

PLANNING COMMISSION REVIEW

The Planning Commission considered the condominium project on April 9, 2019 as part of the consent agenda.

COMMISSION ACTION: Commissioner Baker moved to recommend condominium approval for the Springville Storage Condominiums. Commissioner Ellingson 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	Excused	

ALTERNATIVES

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

Laura Thompson
City Planner

Attachments

cc: Wade Payne



SPRINGVILLE OFFICE/WAREHOUSE CONDOMINIUM PROJECT



**2052 WEST 700 SOUTH
SPRINGVILLE, UTAH 84663**

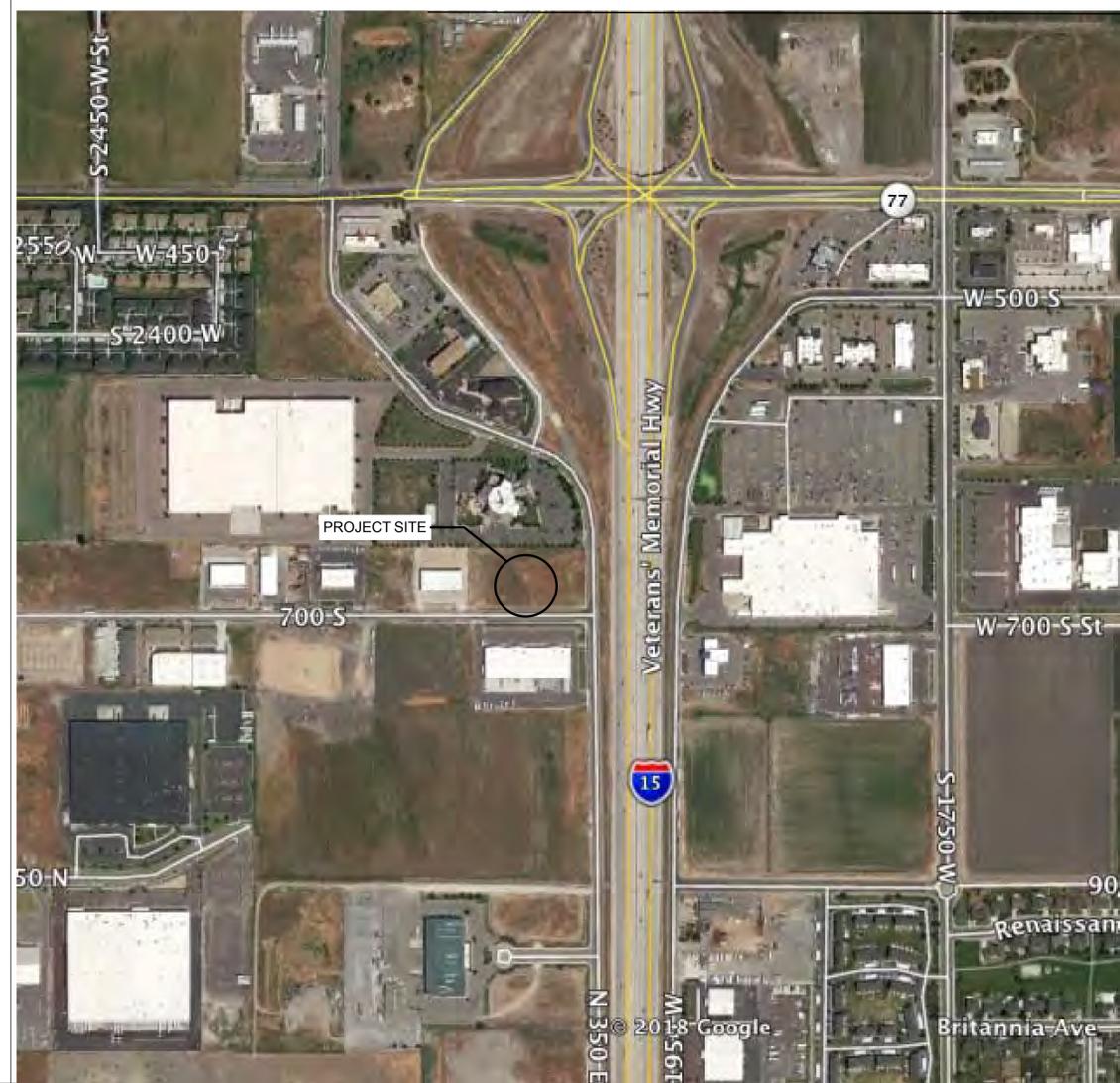
**REVIEWED FOR COMPLIANCE
DATE: 04/18/2019
SPRINGVILLE CITY ENGINEERING DEPT**

City review is only for general conformance with the design concept of the project and general compliance with information provided in the contract documents. Contractor/Developer is responsible for dimensions which shall be confirmed and corrected at the job site, techniques of construction, coordination of the work with that of all other trades, and the satisfactory performance of his work. No work which may be defective in its construction or deficient in any of the requirements of the specifications will be accepted. Where no exceptions are taken this shall not relieve the Contractor/Developer of the responsibility for the proper execution of the work in accordance with all requirements of the specifications and applicable Development Agreements. Compliance is a responsibility of the Contractor/Developer and said responsibility shall not be avoided by any act or omission on the part of the City or its representatives.

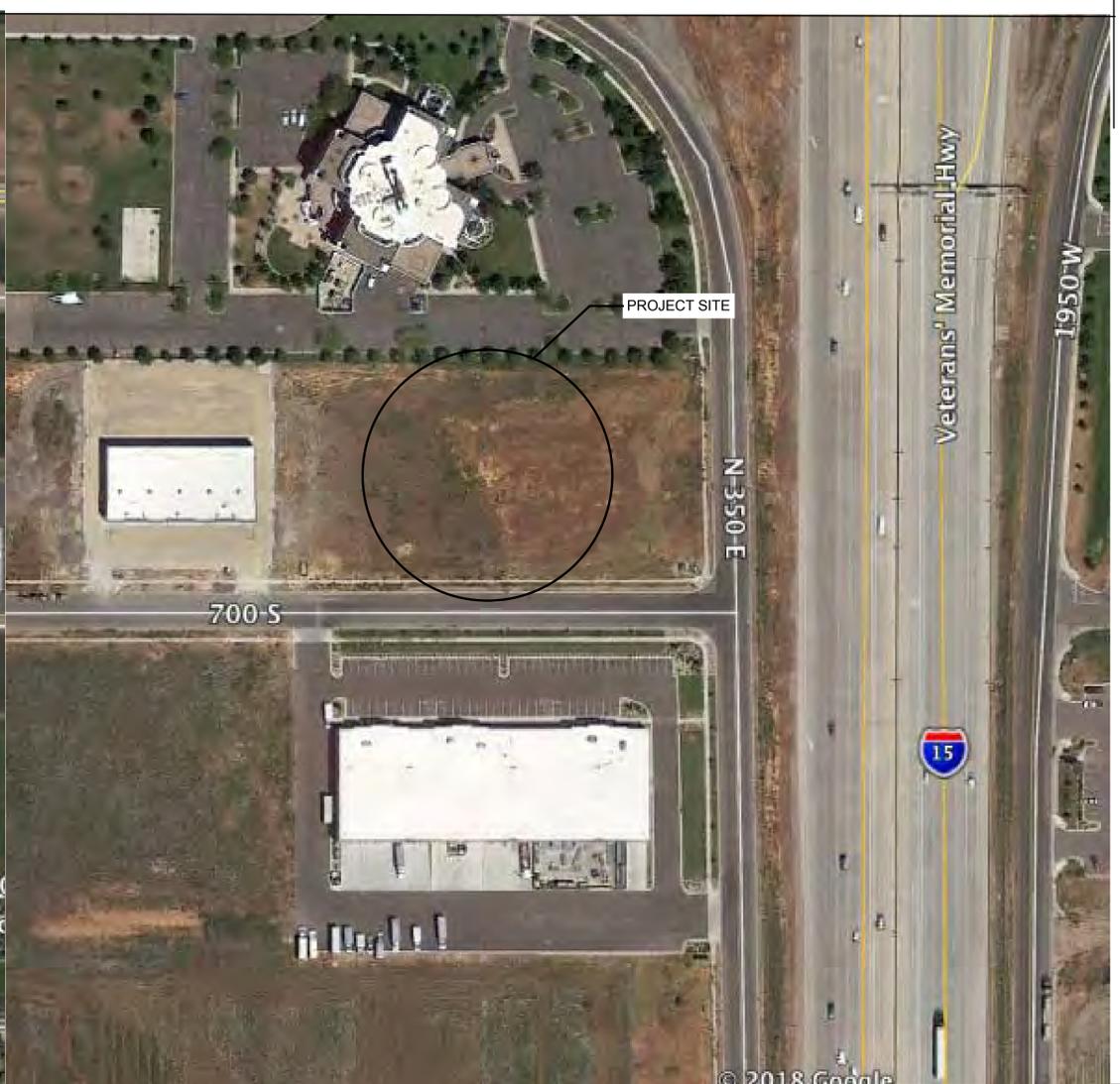
RIDGELINE DESIGN ARCHITECTS
1708 EAST 5550 SOUTH #20
SOUTH OGDEN, UT 84403
PHONE: 801-392-6882 FAX: 801-621-1494
www.ridgeline-design.com



AERIAL LOCATION



VICINITY MAP



Stamp:

Date:
Revisions:

Date:
Revisions:

2052 WEST 700 SOUTH
2052 WEST 700 SOUTH
SPRINGVILLE, UTAH
84663

Project Number:

COVER SHEET

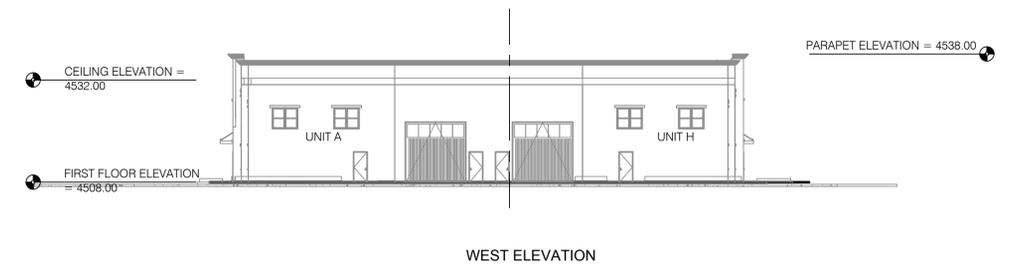
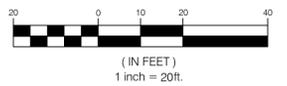
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AT01

SPRINGVILLE STORAGE CONDOMINIUMS

AMENDING LOT 15, PLAT "C", SPRING HAVEN FARMS COMMERCIAL SUBDIVISION
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 6,
 TOWNSHIP 8 SOUTH, RANGE 3 EAST,
 SALT LAKE BASE AND MERIDIAN
 SPRINGVILLE, UTAH COUNTY, UTAH



GRAPHIC SCALE



**BENCHMARK
 ENGINEERING &
 LAND SURVEYING**
 9138 SOUTH STATE STREET SUITE # 100
 SANDY, UTAH 84070 (801) 542-7192
 www.benchmarkcivil.com



SPRINGVILLE STORAGE CONDOMINIUMS
 AMENDING LOT 15, PLAT "C", SPRING HAVEN FARMS COMMERCIAL SUBDIVISION
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 6,
 TOWNSHIP 8 SOUTH, RANGE 3 EAST,
 SALT LAKE BASE AND MERIDIAN
 SPRINGVILLE, UTAH COUNTY, UTAH



PARKING CALCULATION
 OFFICE SPACE = 5,000 SF DIVIDED BY 300 SF PER 1 PARKING SPACE = 17 REQUIRED
 WAREHOUSE - 12 SMALL UNITS W/3 MAX EMPLOYEES PER UNIT = 36 REQUIRED
 WAREHOUSE - 2 LARGE UNITS W/5 MAX EMPLOYEES PER UNIT = 10 REQUIRED
 TOTAL REQUIRED PARKING (17)+(36)+(10) = 63 TOTAL PARKING SPACES REQUIRED
 TOTAL PARKING SPACES PROVIDED - TOTAL OF 92 PLUS ADA PARKING STALLS FOR A GRAND TOTAL OF 102 PARKING SPACES PROVIDED

HARDSAPE - 48,426 SQ FT

LANDSCAPE - 2,533 SQ FT
 5% OF PARKING AREA
 10% OF SITE

1 SITE PLAN
 SCALE: 1/16" = 1'-0"



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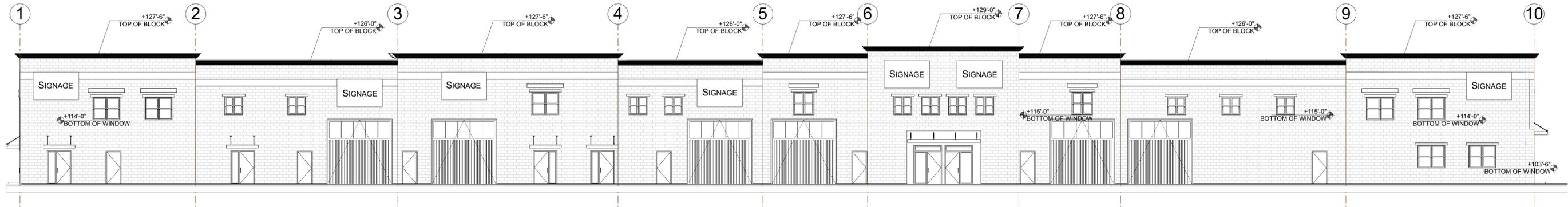
2052 WEST 700 SOUTH
 2052 WEST 700 SOUTH
 SPRINGVILLE, UTAH
 84663

Project Number:

ARCH SITE PLAN

Sheet:
A100

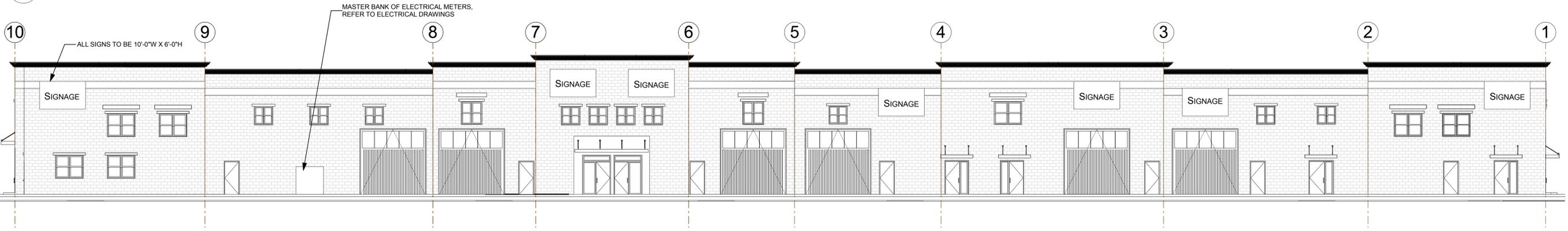
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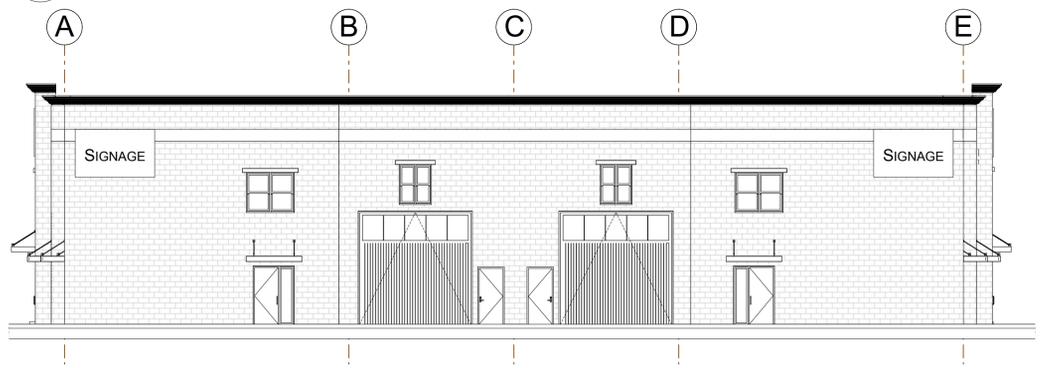
1 ELEVATION
SCALE: 3/32" = 1'-0"



2 ELEVATION
SCALE: 3/32" = 1'-0"



3 ELEVATION
SCALE: 3/32" = 1'-0"



4 ELEVATION
SCALE: 3/32" = 1'-0"

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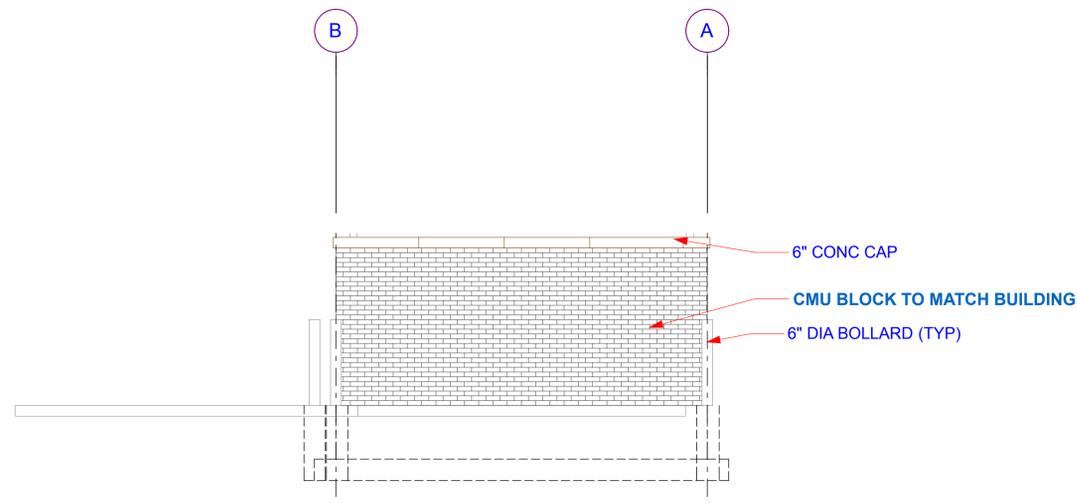
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Revisions:

2052 WEST 700 SOUTH
2052 WEST 700 SOUTH
SPRINGVILLE, UTAH
84663

Project Number:

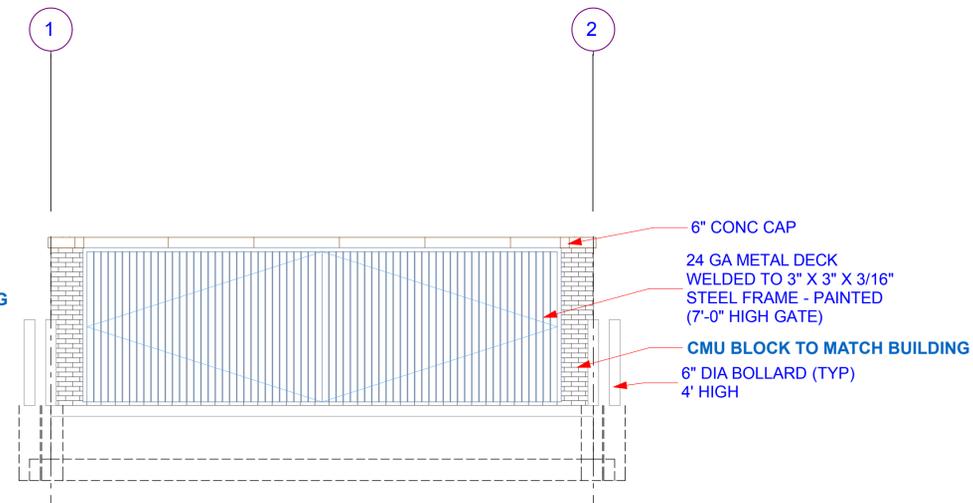
ELEVATIONS

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A201



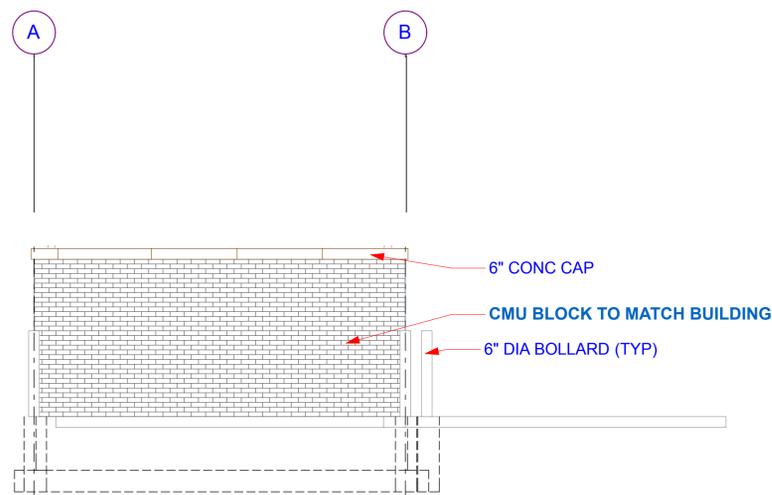
1 NORTH ELEVATION

SCALE: 1/4" = 1'-0"



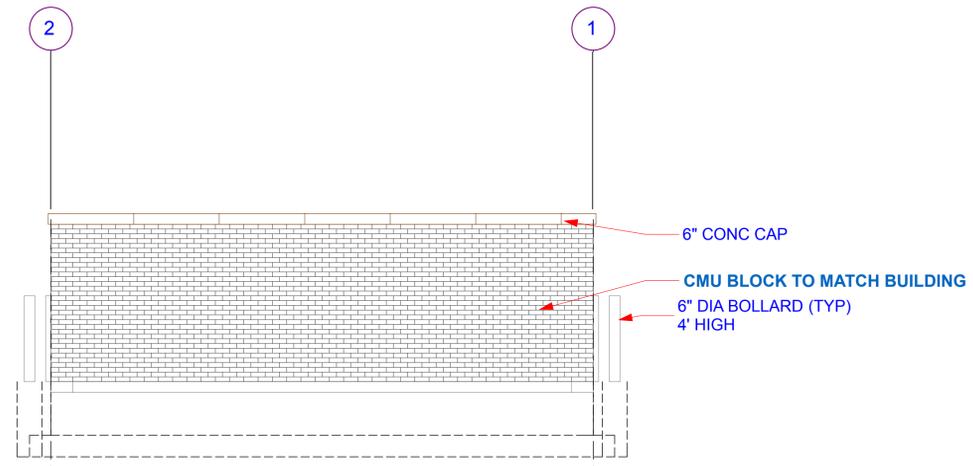
2 EAST ELEVATION

SCALE: 1/4" = 1'-0"



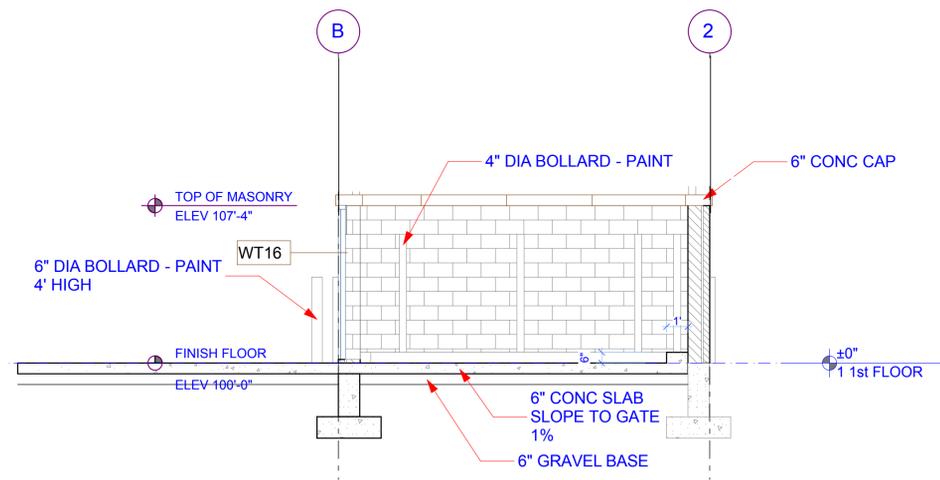
3 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



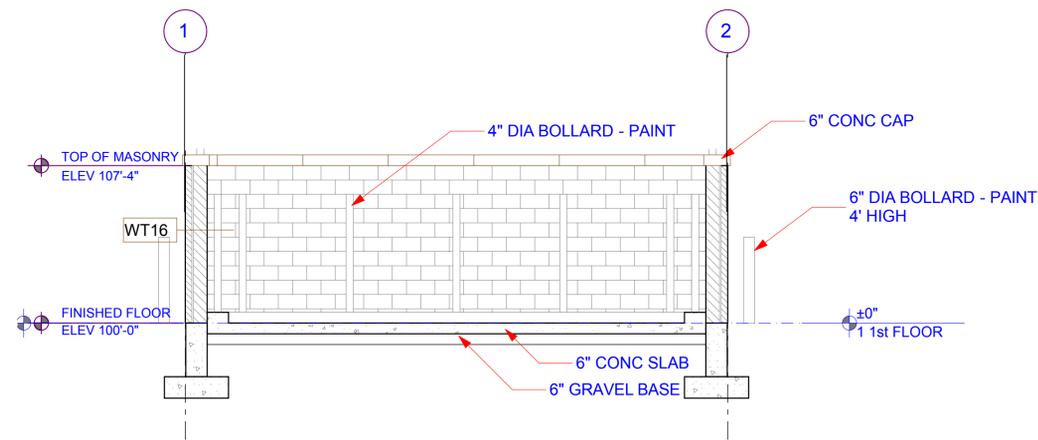
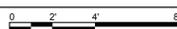
4 WEST ELEVATION

SCALE: 1/4" = 1'-0"



5 SECTION

SCALE: 1/4" = 1'-0"



6 SECTION

SCALE: 1/4" = 1'-0"



Stamp:
Date:
Revisions:

2052 WEST 700 SOUTH
2052 WEST 700 SOUTH
SPRINGVILLE, UTAH
84663

Project Number:

TRASH ENCLOSURE

Sheet:
AS101



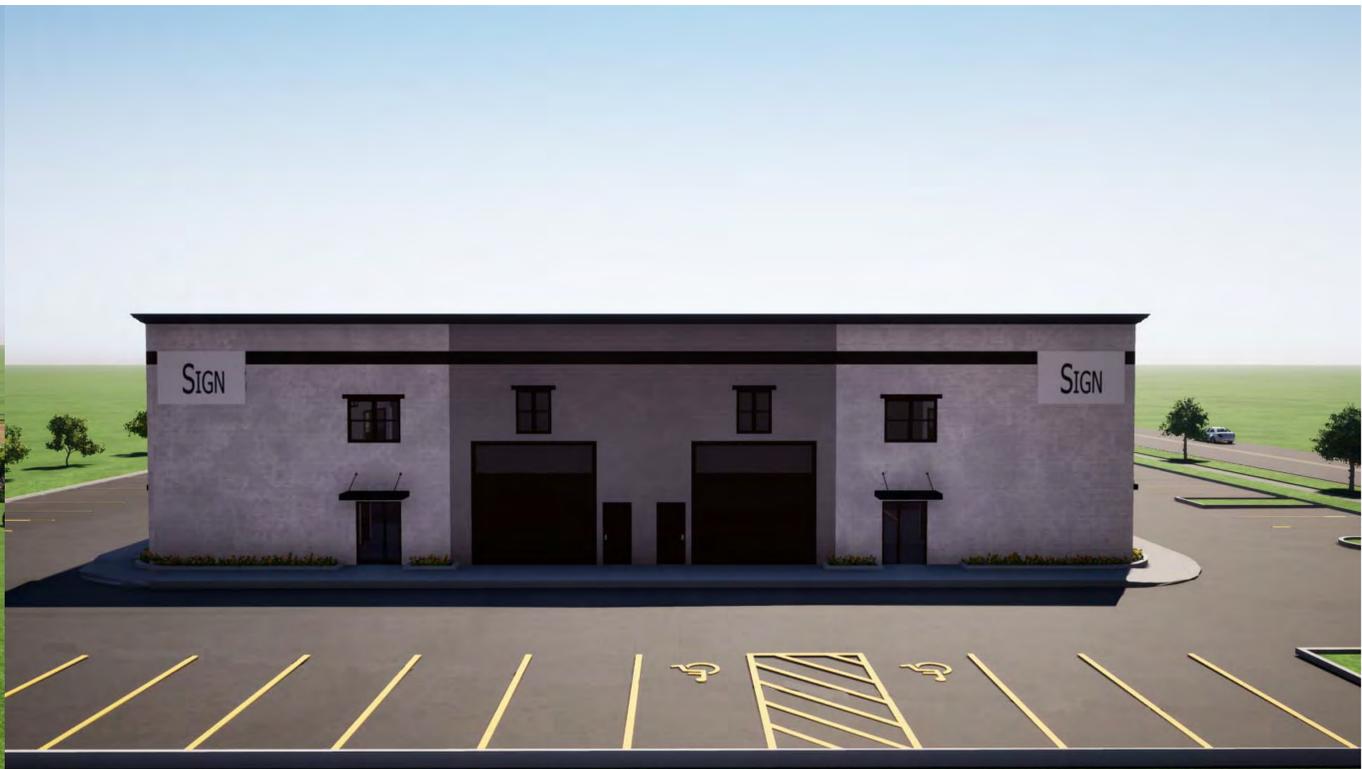
1 NORTH



2 EAST



3 SOUTH



4 WEST

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Stamp:

Date:

Revisions:

2052 WEST 700 SOUTH

2052 WEST 700 SOUTH
SPRINGVILLE, UTAH
84663

Project Number:

RENDERS

Sheet:

A203

LANDSCAPE PLAN SPECIFICATIONS

PART I - GENERAL

1.1 SUMMARY

A. This section includes landscape procedures for the Project including all labor, materials, and installation necessary, but not limited to, the following:

1. Soil Amendments
2. Fine Grading
3. Cultivation
4. Landscape Edging
5. Turf Planting
6. Furnish and Installing Plant
7. Maintenance
8. Mowing
9. Weeding

1.2 SITE CONDITIONS

A. Examination: Before submitting a Bid, each Contractor shall carefully examine the Contract Documents; shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the Bid the cost of all items required by the Contract Documents are at a variance with the applicable laws, building codes, rules, regulations, or contain obvious erroneous or uncoordinated information, the Contractor shall promptly notify the Project Representative and the necessary changes shall be accomplished by Addendum.

B. Protection: Contractor to conduct the Work in such a manner to protect all existing underground utilities or structures. Contractor to repair or replace any damaged utility or structure using identical materials to match existing at no expense to the Owner.

C. Irrigation System: Do not begin planting until the irrigation system is completely installed, is adjusted for full coverage and is completely operational.

1.3 PERMITS

A. Blue Stake/ Dig Line: When digging is required, "Blue Stake" or "Dig Line" the work site and identify the approximate location of all known underground utilities or structures.

1.4 PLANT DELIVERY, QUALITY, AND AVAILABILITY

A. Unauthorized substitutions will not be accepted. If proof is submitted that specific plants or plant sizes are unobtainable, written substitution requests will be considered for the nearest equivalent plant or size. All substitution requests must be made in writing and preferably before the bid due date.

1.5 FINAL INSPECTION

A. All plants will be inspected at the time of Final Inspection prior to receiving a Landscape Substantial Completion for conformance to specified planting procedures, and for general appearance and vitality. Any plant not approved by the Project Representative will be rejected and replaced immediately.

1.6 LANDSCAPE SUBSTANTIAL COMPLETION

A. A Substantial Completion Certificate will only be issued by the Project Representative for "landscape and irrigation" in their entirety. Substantial Completion will not be proportioned to be designated areas of a project.

1.7 MAINTENANCE

A. Plant Material: The Contractor is responsible to maintain all planted materials in a healthy and growing condition for 30 days after receiving a Landscape Substantial Completion at which time the Guarantee period commences. This maintenance is to include mowing, weeding, cultivating, fertilizing, monitoring water schedules, controlling insects and diseases, re-guying and staking, and all other operations of care necessary for the promotion of root growth and plant life so that all plants are in a condition satisfactory at the end of the guarantee period. The Contractor shall be held responsible for failure to monitor watering operations and shall replace any and all plant material that is lost due to improper application of water.

1.8 GUARANTEE

A. Guarantee: A guarantee period of one year shall begin from end of maintenance period and final acceptance for trees, shrubs, and ground covers. All plants shall grow and be healthy for the guarantee period and trees shall live and grow in acceptable upright position. Any plant not alive, in poor health, or in poor condition at the end of the guarantee period will be replaced immediately. Any plant will only need to be replaced once during the guarantee period. Contractor to provide documentation showing where each plant to be replaced is located. Any outside factors, such as vandalism or lack of maintenance on the part of the Owner, shall not be part of the guarantee.

PART II - PRODUCTS

2.1 LANDSCAPE MATERIALS

A. Tree Staking: All trees shall be staked for one year warranty period. All trees not plumb shall be replaced. Staked trees shall use vinyl tree ties and tree stakes two (2) inch by two (2) by eight (8) foot common pine stakes used as shown on the details.

B. Tree Wrap: Tree wrap is not to be used.

C. Mulch/Rock: See Plans. All planter beds to receive a minimum 3" layer for trees, shrubs, and perennials and 1" for groundcovers.

D. Weed Barrier: DeWitt 5 oz. weed barrier fabric. Manufactured by DeWitt Company, dewittcompany.com or approved equal.

E. Tree, Shrub, and Grass Backfill Mixture: Backfill mixture to be 50% native soil and 50% topsoil, thoroughly mixed together prior to placement.

F. Topsoil: Required for turf areas, planter beds and Backfill Mixture. Acceptable topsoil shall meet the following standards:

- a. PH: 5.5-7.5
- b. EC (electrical conductivity): < 2.0 mmhos per centimeter
- c. SAR (sodium absorption ration): < 3.0
- d. % OM (percent organic matter): >1%
- e. Texture (particle size per USDA soil classification): Sand <70%; Clay < 30%; Silt < 70%; Stone fragments (gravel or any soil particle greater than two (2) mm in size) < 5% by volume.

G. Turf Sod: All sod shall be 18 month old as specified on plans (or approved equal) that has been cut fresh the morning of installation. Only sod that has been grown on a commercial sod farm shall be used. Only use sod from a single source.

H. Landscape Edging: Headers and Edging six (6) inches by four (4) inches extruded concrete curb made up of the following materials:

- a. Washed mortar sand free of organic material.
- b. Portland Cement (see concrete spec. below for type)

- c. Reinforced fiber - Specifically produced for compatibility with aggressive alkaline environment of Portland cement-based composites.
- d. Only potable water for mixing.

PART III - EXECUTION

3.1 GRADING

A. Topsoil Preparation: Grade planting areas according to the grading plan. Eliminate uneven areas and low spots. Provide for proper grading and drainage.

B. Topsoil Placement: Slope surfaced away from building at two (2) percent slope with no pockets of standing water. Establish finish grades of one (1) inches for planters below grade of adjacent paved surfaced. Provide neat, smooth, and uniform finish grades. Remove surplus sub-soil and topsoil from the site.

C. Compaction: compaction under hard surface areas (asphalt paths and concrete surfaces) shall be ninety-five (95) percent. Compaction under planting areas shall be between eighty-five (85) and ninety (90) percent.

3.2 TURF GRADING

A. The surface on which the sod is to be laid shall be firm and free from footprints, depressions, or undulations of any kind. The surface shall be free of all materials larger than 1/2" in diameter.

B. The finish grade of the topsoil adjacent to all sidewalks, mow-strips, etc. prior to the laying of sod, shall be set such that the crown of the grass shall be at the same level as the adjacent concrete or hard surface. No exceptions.

3.3 PLANTING OPERATIONS

A. Review the exact locations of all trees and shrubs with the Project Representative for approval prior to the digging of any holes. Prepare all holes according to the details on the drawings.

B. Water plants immediately upon arrival at the site. Maintain in moist condition until planted.

C. Before planting, locate all underground utilities prior to digging. Do not place plants on or near utility lines.

D. The tree planting hole should be the same depth as the root ball, and three times the diameter of the root ball.

E. Trees must be placed on undisturbed soil at the bottom of the planting hole.

F. The tree hole depth shall be determined so that the tree may be set slightly high of finish grade, 1" to 2" above the base of the trunk flare, using the top of the root ball as a guide.

G. Plant immediately after removal of container for container plants.

H. Set tree on soil and remove all burlap, wire baskets, twine, wrappings, etc. before beginning and backfilling operations. Do not use planting stock if the ball is cracked or broken before or during planting operation.

I. Apply vitamin B-1 root stimulator at the rate of one (1) tablespoon per gallon.

J. Upon completion of backfilling operation, thoroughly water tree to completely settle the soil and fill any voids that may have occurred. Use a watering hose, not the area irrigation system. If additional prepared topsoil mixture needs to be added, it should be a coarser mix as required to establish finish grade as indicated on the drawings.

K. The amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches. All cuts, scars, and bruises shall be properly treated according to the direction of the Project Representative. Proper pruning techniques shall be used. Do not leave stubs and do not cut the leader branch. Improper pruning shall be cause for rejection of the plant material.

L. Prepare a watering circle of 2' diameter around the trunk. For conifers, extend the watering well to the drip line of the tree canopy. Place mulch around the planted trees.

3.4 TURF - SOD LAYING

A. Top Soil Amendments: Prior to laying sod, commercial fertilizer shall be applied and incorporated into the upper four (4) inches of the topsoil at a rate of four pounds of nitrogen per one thousand (1,000) square feet. Adjust fertilization mixture and rate of application as needed to meet recommendations given by topsoil analysis. Include other amendments as required.

B. Fertilization: Three weeks after sod placement fertilize the turf at a rate of 1/2 pound of nitrogen per 1000 square feet. Use fertilizer specified above. Adjust fertilization mixture and rates to meet recommendations given by topsoil analysis.

C. Sod Availability and Condition: The Contractor shall satisfy himself as to the existing conditions prior to any construction. The Contractor shall be fully responsible for furnishing and lay all sod required on the plans. He shall furnish new sod as specified above and lay it so as to completely satisfy the intent and meaning of the plans and specification at no extra cost to the owner. In the case of plans and specification at no extra cost to the owner. In the case of any discrepancy in the amount of sod to be removed or amount to be used, it shall be the Contractor's responsibility to report such to the Project Representative prior to commencing the work.

D. Sod Laying: The surface upon which the new sod to be laid will be prepared as specified above. Areas where sod is to be laid shall be cut trimmed, or shaped to receive full width sod (minimum twelve (12) inches). No partial strip or pieces will be accepted.

E. Sod shall be tamped lightly as each piece is set to insure that good contact is made between edges and also the ground. Sod laid on any sloped areas shall be anchored with wooden dowels or other materials which are accepted by the grass sod industry.

F. Apply water directly after laying sod. Rainfall is not acceptable.

G. Watering of the sod shall be the complete responsibility of the Contractor by whatever means necessary to establish the sod in an acceptable manner to the end of the Maintenance period. If an irrigation system is in place on the site, but for whatever reason, water is not available in the system, it is the responsibility of the Contractor to water the sod by whatever means, until the sod is accepted by the Project Representative.

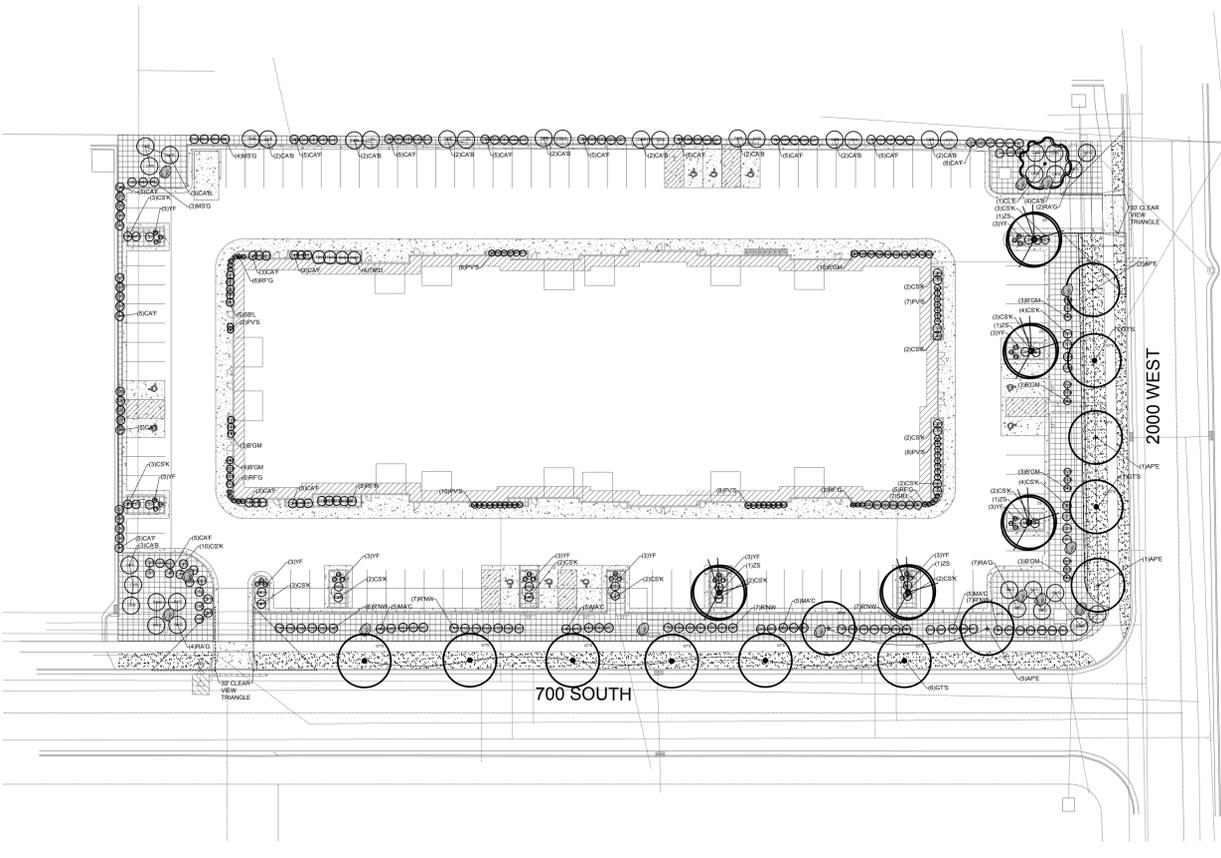
H. Protection of the newly laid sod shall be the complete responsibility of the Contractor. The Contractor shall provide acceptable visual barriers, to include barricades set appropriate distances with strings or tapes between barriers, as an indication of new work. The Contractor is to restore any damaged areas caused by others (including vehicular traffic), erosion, etc, until such time as the lawn is accepted by the Owner.

I. All sod that has not been laid within 24 hours shall be deemed unacceptable and will be removed from the site.

3.5 WEED BARRIER

- A. Cut a slit or x at each plant location no larger than necessary to install plant.
- B. Overlap rows of fabric min. 6"
- C. Stable fabric edges and overlaps to ground.

END OF SECTION



SITE REQUIREMENT CALCULATIONS

STREET FRONTAGE	REQ'D:	PROVIDED:
700 SOUTH = 424 LN FT TREE COUNT: 1 TREE / 40 LN FT OF ROAD FRONTAGE	11	7 DUE TO EASEMENT
2000 WEST= 196 LN FT TREE COUNT: 1 TREE / 40 LN FT OF ROAD FRONTAGE	5	5
LANDSCAPE TREE COUNT: PARKING ISLANDS	6	6 DUE TO EASEMENT
TOTAL TREES ON SITE:	19	19

TREE LEGEND (TOTAL PLANT COUNT)

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	HYDROZONE	SPECIAL NOTES
CL'E	CRATAEGUS LAEVIGATA	ENGLISH HAWTHORN	1	2" CAL.	LOW	B&B, STOCK
ZS	ZELKOVA SERRATA	JAPANESE ZELKOVA	5	2" CAL.	LOW	B&B, STOCK
AP'E	ACER PLATANOIDES 'EMERALD QUEEN'	EMERALD QUEEN MAPLE	5	2" CAL.	MODERATE	B&B, STOCK
GTS	TILIA TOMENTOSA	SILVER LINDEN	8	2" CAL.	LOW	B&B, STOCK

SHRUB LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	HYDROZONE	SPECIAL NOTES
BGM	BUXUS X 'GREEN MOUNTAIN'	GREEN MOUNTAIN BOXWOOD	29	5 GAL.	MODERATE	
CAB	CORNUS ALBA 'BALHALO'	IVORY HALO DOGWOOD	26	5 GAL.	MODERATE	
CSK	CORNUS SERICEA 'KELSEY'	KELSEY DOGWOOD	51	5 GAL.	MODERATE	
MA'C	MAHONIA AQUIFOLIUM 'COMPACTA'	COMPACT OREGON	20	5 GAL.	LOW	
RA'G	RHUS AROMATICA 'GRO-LOW'	GRO LOW SUMAC	13	5 GAL.	HIGH	
RFR	RHAMNUS FRANGULA 'RON WILLIAMS'	FINE LINE BUCKTHORN	5	5 GAL.	HIGH	
R'NW	ROSA X 'NEARLY WILD'	NEARLY WILD ROSE	34	5 GAL.	HIGH	
SBL	SPIREA X BUMALDA 'LIMEMOUND'	LIMEMOUND SPIREA	12	5 GAL.	MODERATE	
TM'D	TAXUS X MEDIA 'DENSIFORMIS'	DENSE SPREADING YEW	4	5 GAL.	MODERATE	
YF	YUCCA FILAMENTOSA 'GOLDEN SWORD'	GOLDEN SWORD YUCCA	33	1 GAL.	HIGH	

GRASSES/PERENNIAL LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	HYDROZONE	SPECIAL NOTES
R'FG	RUDEBECKIA FULGIDATA 'SULLIVANTI 'GOLDSTRUM'	BLACK EYED SUSAN	19	1 GAL.	HIGH	
CAF	CALAMAGROSTIS A. 'FOERSTER'	FOERSTER FEATHER GRASS	81	1 GAL.	HIGH	
MS'G	MISCANTHUS SINENSIS 'GRAZIELLA'	GRAZIELLA MAIDEN GRASS	7	1 GAL.	LOW	
PV'S	PANICUM VIRGATUM 'SHENANDOAH'	SHENANDOAH SWITCH GRASS	41	1 GAL.	MODERATE	

SITE MATERIALS

SYMBOL	SITE MATERIAL	QUANTITY	SPECIAL NOTES
	3/4" OQUIRH GRAVEL (DEWITT 5 OZ. WEED BARRIER FABRIC TO BE INSTALLED IN ALL PLANTER AREAS)	16,301 SQ.FT. (151 CU' YD)	LOCATED WHERE SPECIFIED
	LAWN (SOD) AREA	6,522 SQ.FT.	DROUGHT TOLERANT VARIETY (SEE NOTE BELOW)
	2'-4" BOULDERS	13	

LANDSCAPE GENERAL NOTES

INSTALLER RESPONSIBILITIES AND LIABILITIES
 1. THESE PLANS ARE FOR BASIC DESIGN LAYOUT AND INFORMATION. THE INSTALLER IS REQUIRED TO REFER TO THEIR INDIVIDUAL TRADE - SCOPE OF WORK. OWNER ASSUMES NO LIABILITIES FOR INADEQUATE ENGINEERING CALCULATIONS, MANUFACTURER PRODUCT DEFECTS, INSTALLATION OF ANY LANDSCAPING AND COMPONENTS, OR TIME EXECUTION.
 2. THE INSTALLER OF ALL LANDSCAPING AND IRRIGATION SYSTEMS ARE LIABLE AND RESPONSIBLE FOR ALL JURISDICTIONAL AND CODE REQUIREMENTS, TIME EXECUTIONS, AND INSTALLED PRODUCTS AND MATERIALS.

GRADING AND DRAINAGE REQUIREMENTS
 1. ALL GRADING IS TO SLOPE AWAY FROM THE STRUCTURE PER CODE
 2. FINISHED GRADE IS NOT PERMITTED BY CODE TO DRAIN ON NEIGHBORING PROPERTIES
 3. 6" MIN. FOUNDATION LEFT EXPOSED AT ALL CONDITIONS
 4. LANDSCAPER TO MAINTAIN OR IMPROVE EXISTING FINAL GRADE AND PROPER DRAINAGE ESTABLISHED BY THE EXCAVATOR'S FINAL GRADE ACTIVITIES INCLUDING ANY MAINTENANCE, PRESERVATION, OR EXAGGERATION OF SLOPES, BERMS, AND SWALES.
 5. IF ANY SWALE, BERM, OR GRADE HAS BEEN DAMAGED OR IS INCORRECT TO ENSURE CORRECT WATER FLOW THE TRADE CONTRACTOR IS RESPONSIBLE TO FIX STATED ISSUE.
 6. ROOF RUN-OFF DEVICES SHOULD BE INSTALLED TO COLLECT AND DISCHARGE ALL ROOF RUNOFF A MINIMUM OF 10 FEET FROM FOUNDATION ELEMENTS OR BEYOND THE LIMITS OF BACKFILL AROUND THE FOUNDATION WALLS; WHICHEVER DISTANCE IS GREATER.
 7. THE GROUND SURFACE WITHIN 10 FEET OF THE FOUNDATIONS SHOULD BE SLOPED TO DRAIN AWAY FROM THE STRUCTURE WITH A MINIMUM FALL OF 6 INCHES.

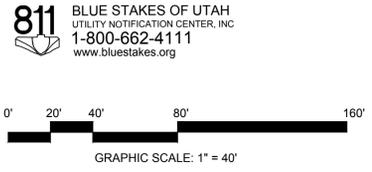
LANDSCAPING REQUIREMENTS
 1. ALL LANDSCAPING IS TO BE INSTALLED PER ALL GOVERNING JURISDICTIONS I.E. INTERNATIONAL BUILDING CODE, CITY CODES.
 2. NON-COMPLIANCE TO ALL GOVERNING JURISDICTION REQUIREMENTS AND REGULATION ARE THE RESPONSIBILITY OF THE LANDSCAPING INSTALLER.
 3. ALL PLANTED LANDSCAPING IS TO BE INSTALLED ACCORDING TO THE NURSERY CARE AND INSTALLATION INSTRUCTIONS WHERE PURCHASED AND BASED ON INDIVIDUAL SOIL CONDITIONS AND SITE CONDITIONS.

LANDSCAPE NOTES

1. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS FOR BIDDING AND INSTALLATION PURPOSES. IF DISCREPANCIES EXIST, THE PLAN SHALL DICTATE QUANTITIES TO BE USED.
2. PLANT MATERIAL TO BE INSTALLED PER PLANT LEGEND. IF SUBSTITUTIONS ARE WANTED, PROPOSED LANDSCAPE CHANGES MUST BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PLANTING.
3. NEW LAWN AREAS TO BE SODDED WITH DROUGHT TOLERANT VARIETY. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD.
4. SANDY LOAM TOPSOIL TO BE IMPLEMENTED AT THE FOLLOWING DEPTHS: 6" TOPSOIL (WITH 2" HUMUS MIXED INTO TOPSOIL PRIOR TO SPREADING) IN ALL NEW PLANTER AREAS AND 4" IN ALL NEW LAWN AREAS. PLANTER BEDS TO BE EXCAVATED AS NECESSARY IN ORDER TO ACCOMMODATE NEW TOPSOIL AND/OR PLANTER BED MULCH TO REACH FINISHED GRADE.
5. 4"x6" EXTRUDED CONCRETE MOW CURB TO BE INSTALLED BETWEEN ALL LAWN AND PLANTER AREAS PER PLAN. ANY TREES LOCATED IN LAWN MUST HAVE A 4" CONCRETE TREE RING.
6. DeWitt 5 OZ. WEED BARRIER FABRIC TO BE INSTALLED IN ALL PLANTER AREAS EXCEPT UNDER ANNUAL PLANTING AREAS AS SHOWN ON PLAN.
7. ROCK MULCH TO BE IMPLEMENTED AT THE FOLLOWING DEPTHS: 3" IN ALL TREE, SHRUB, AND PERENNIAL PLANTER AREAS; ANNUAL PLANTING AREAS AS SHOWN ON PLAN TO RECEIVE 4" OF SOIL AID MATERIAL, PULL BARK MULCH MIN. 3" AWAY FROM BASE OF ALL PERENNIALS AND SHRUBS AND MIN. 6" AWAY FROM ALL TREES.
8. CONTRACTOR TO PROVIDE NEW AUTOMATIC UNDERGROUND IRRIGATION SYSTEM TO BE INSTALLED IN ALL LANDSCAPE AREAS. ALL LAWN AREA TO RECEIVE 100% HEAD TO HEAD COVERAGE WITH SPRAY AND ROTARY SPRINKLER HEADS. ALL PLANTER AREAS NEED TO RECEIVE A FULL DRIP SYSTEM TO EACH TREE AND SHRUB ON PROJECT. SEE IRRIGATION PLAN.

ISSUE DATE	PROJECT NUMBER
03-28-2019	UT19021

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		
5		
6		
7		



PROJECT INFORMATION
OFFICE WAREHOUSE 2052 WEST 700 SOUTH SPRINGVILLE, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT
Developer / Property Owner: RIDGELINE DESIGN ATTN: ROLLAND LEE ROLLAND@RIDGELINE.COM

CLIENT / ENGINEER
Client / Engineer: BENCHMARK ENGINEERING & LAND SURVEYING 9130 SOUTH STATE STREET SUITE #100 SANDY, UTAH 84070 (801) 542-7192 WWW.BENCHMARKCIVIL.COM

LANDSCAPE ARCHITECT / PLANNER
 PKJ DESIGN GROUP L.L.C. 3450 N. TRIUMPH BLVD. SUITE 102 LEHI, UTAH 84043 (801) 960-2698 WWW.PKJDESIGNGROUP.COM

LICENSE STAMP								
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LANDSCAPE PLAN PRELIMINARY PLANS NOT FOR CONSTRUCTION LP-1.0								



springville
PUBLIC WORKS
STAFF REPORT

DATE: April 30, 2019

TO: Honorable Mayor and City Council

FROM: Bradley D. Stapley, Director of Public Works

SUBJECT: SHARP/TINTIC RR CONNECTION PROJECT **SECOND** INTERLOCAL AGREEMENT

RECOMMENDED MOTION

The Public Works Department recommends approving the Sharp/Tintic RR Connection Project **Second** Interlocal Agreement between the Utah Transit Authority (UTA), Spanish Fork City (Spanish Fork) and Springville City, which will allow UTA to proceed with executing a federal funding agreement with the Utah Department of Transportation (UDOT) to receive federal funds through the Mountainland Association of Governments (MAG) for the Sharp/Tintic RR Connection project.

GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

Springville General Plan's Goals, Objectives, and Strategies include the following:

- Chapter 4 - Goal, *"To provide and maintain a vibrant, multi-modal transportation network that encourages flow, **safety** and a consideration for the aesthetics of the community."*
 - Section 3, Alternative Transportation states, *"It is in the City's interest to provide a **safe, inviting, accessible, and comfortable environment** for pedestrians and those who use transportation other than a personal motor vehicle."*
 - Paragraph 5, Rail Transportation states, *"There are three sets of rails running through the City, all important to Springville for freight transit and limited multi-state passenger service. **The consolidation of all three rails is something Springville should encourage to help eliminate so many divisive edges in the City.**"*
- Chapter 4 - Objective 2, *"Provide a circulation system for non-motorized vehicles and pedestrians, using street rights-of-way, trails and paths."*
 - Strategy 2D states, *Consider utilizing existing corridors. (e.g., **abandoned railroad tracks or corridors**) for trails and paths as opportunities become available or policy changes occur which may facilitate trail and path use."*



SUMMARY OF ISSUES/FOCUS OF ACTION

On March 16, 2019, the Springville City Council approved the original Sharp/Tintic RR Connection Project Cooperative Agreement. This *second* agreement, now titled the Sharp/Tintic RR Connection Project **Second** Cooperative Agreement, increases Springville City's local match requirement from \$107,250 to \$117,985.

Springville City Public Works personnel recently petitioned the Mountainland Association of Governments (MAG) for and received an additional \$475,300 for the Sharp/Tintic Connection project. This increase in funding increased Springville City's portion of the local match by \$10,735.

Sharp/Tintic Railroad Connection Project will connect the existing Union Pacific Railroad (UPRR) Sharp railroad mainline track with the UTA Tintic Industrial Lead near the border of Springville City and Spanish Fork, with the purpose of abandoning approximately 12,000 feet of railroad track in Springville.

Springville City's ultimate goal is to use the abandoned railroad right-of-way for a "rails to trails" project.

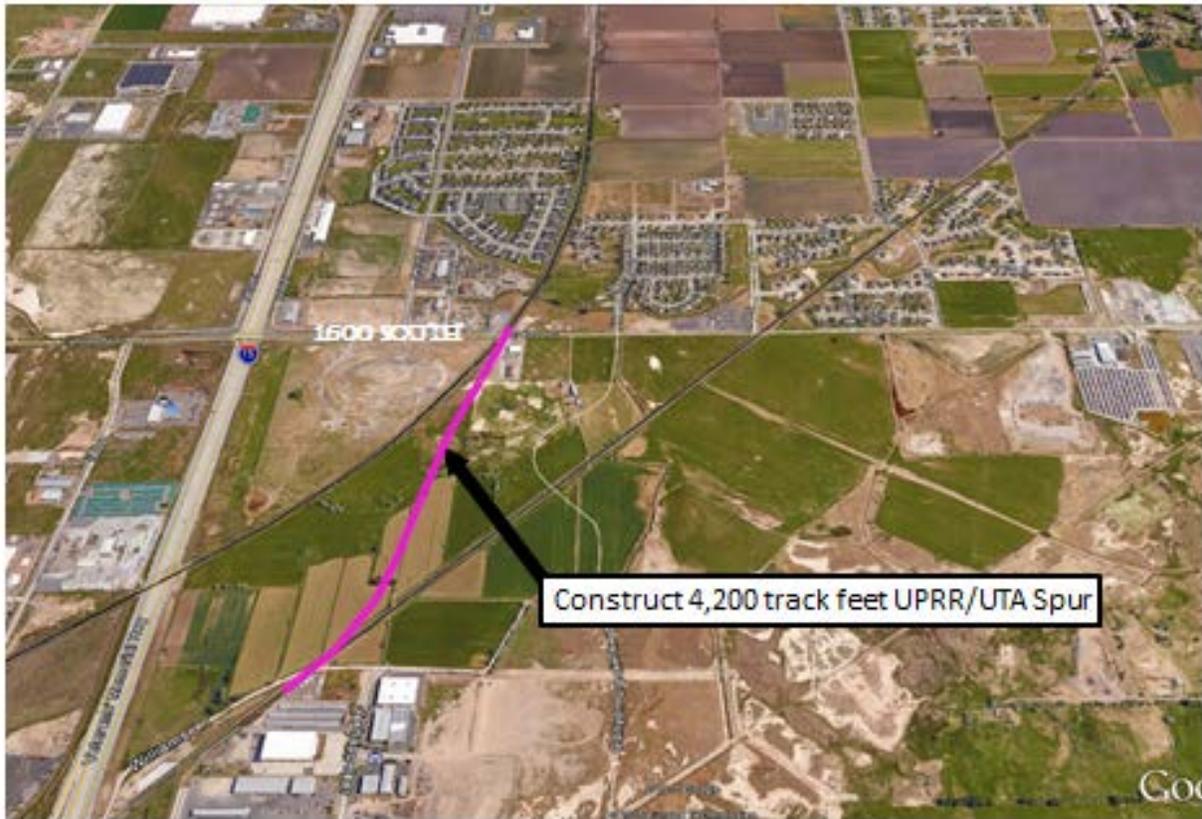
Approving the proposed "*second*" interlocal agreement is the first step in authorizing the use of secured local, State and Federal funding for this project, **and allows for the use of the additional \$475,000 in MAG contingency funding within the scope of the project.**

BACKGROUND

In 2016, Springville City Public Works staff secured \$4.4M in MAG Congestion Management, Air Quality funding for the Sharp/Tintic Connection project. This project involves the connection of the UPRR Sharp mainline track and the UTA Tintic Industrial Lead track near the border of Springville and Spanish Fork (see below).



UPRR/UTA Spur – Tintic Industrial Lead Realignment



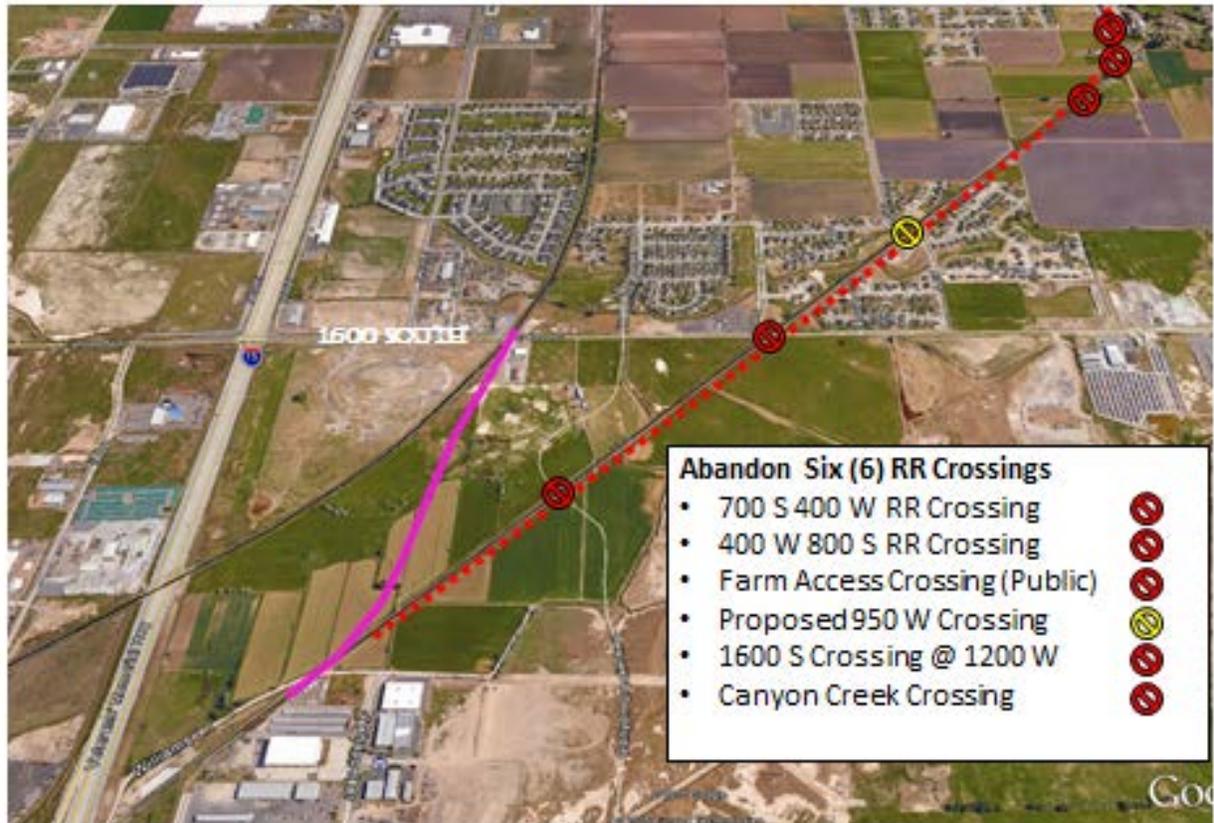
The connection of the Sharp mainline and the Tintic Industrial Lead is the precursor for the UTA Frontrunner route when service is extended southward from the Provo Frontrunner station.

Springville City's purpose for pursuing this project is to:

- Consolidate the northerly portion of the Tintic Industrial Lead with the existing UPRR Sharp mainline railroad track. This will remove regular rail traffic from a significant portion of the southerly West Fields.
- Abandon the 12,000 feet of Tintic Industrial Lead tracks **AND** six (6) railroad crossings.
- Eventually use the abandoned rail corridor as a "rails to trails" pedestrian/bicycle trail, linking with Springville and Spanish Fork trail systems.



UPRR/UTA Spur – Tintic Industrial Lead Realignment



Additional funding has also been secured from UDOT Railroad Safety funds in the amount of \$720,000, **plus an additional \$72,000 in local UDOT funds.**

DISCUSSION

The proposed interlocal agreement is the first step in *authorizing* the use of secured local, State and Federal funding for this project, **including the additional \$475,000 of contingency funding recently approved by MAG.**

When the Sharp/Tintic Connection project submitted by Springville received such high rankings, and MAG assigned \$4.4M to fund the project, Springville City was requested to sign the Federal Aid agreement with UDOT. This would place all risks associated with managing and completing the project on Springville City's shoulders, including all cost overruns should there be any. Springville City thought it best that UTA be the project lead since they regularly manage railroad projects.



UTA has graciously agreed to take over as the lead agency for this project and will sign the Federal Aid agreement with UDOT to receive the secured funds and administer the project.

Within the Federal Aid agreement, all risks associated with the project now fall on UTA. In order to lessen the risk for UTA, and spread that risk among the benefactors of this project, the proposed Sharp/Tintic RR Connection Project Interlocal Agreement was drafted and submitted to Spanish Fork and Springville for approval.

As written, Spanish Fork, Springville City and UTA will enter into the proposed Sharp/Tintic RR Connection Project Interlocal Agreement and agree to the following:

1. UTA, Spanish Fork and Springville City shall be responsible to contribute 6.77% to match the federal CMAQ Funds equaling ~~\$321,778~~ **\$353,956** of local funds. The responsibility for the matching funds will be distributed as follows:

Springville City	\$107,259	\$117,985
Spanish Fork City	\$107,259	\$117,985
UTA	\$107,259	\$117,985

2. UTA will coordinate the management of the Project with UDOT and the Local Stakeholders. In the event that funds are expended on the Project, and the Project is subsequently terminated the Parties will be required to reimburse all federal funds previously expended. The responsibility for reimbursing the federal funds shall be distributed as follows:

Springville City	- One-third of the total reimbursement;
Spanish Fork City	- One-third of the total reimbursement; and
UTA	- One-third of the total reimbursement

The parties shall deliver their respective shares of the federal reimbursement to UDOT within 30 days after the time the parties mutually agree to terminate the Project.

3. Any overages that are related directly to the cost of the project are the responsibility of UTA and the Local Jurisdictions. The responsibility for overages shall be distributed as follows:

Springville City	- One-third of the total overages;
Spanish Fork City	- One-third of the total overages;
UTA	- One-third of the total overages

BUDGET



Funding for this project is NOT in the current 2018-19 Budget. Public Works staff have worked with UTA and City Administration wherein funding is not required until July 15, 2019.

Execution of this agreement will *require* funding be placed in the upcoming 2019-20 Budget year.

FISCAL IMPACT

This project can be funded through General Funds in the amount of approximately \$130,000 in the upcoming 2019-20 Budget Year.



RESOLUTION #2019-XX

A RESOLUTION ENTERING INTO AN AMENDED COOPERATIVE AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION, THE UTAH TRANSIT AUTHORITY AND SPANISH FORK CITY FOR THE SHARP/TINTIC RR CONNECTION PROJECT

WHEREAS, the Springville General Plan, Chapter 4's Goal is *"To provide and maintain a vibrant, multi-modal transportation network that encourages flow, safety and a consideration for the aesthetics of the community,"* and

WHEREAS, Section 3 of Chapter 4 of the Springville General Plan states, *"It is in the City's interest to provide a safe, inviting, accessible, and comfortable environment for pedestrians and those who use transportation other than a personal motor vehicle,"* and

WHEREAS, Paragraph 5 of Section 3 of Chapter 4 of the Springville General Plan states, *"There are three sets of rails running through the City, all important to Springville for freight transit and limited multi-state passenger service. The consolidation of all three rails is something Springville should encourage to help eliminate so many divisive edges in the City,"* and

WHEREAS, the Springville General Plan, Chapter 4, Objective 2 and Strategy 2D state respectively, *"Provide a circulation system for non-motorized vehicles and pedestrians, using street rights-of-way, trails and paths,"* and

"Consider utilizing existing corridors. (e.g., abandoned railroad tracks or corridors) for trails and paths as opportunities become available or policy changes occur which may facilitate trail and path use," and

WHEREAS, the attached **updated** Cooperative Agreement is the initial step in authorizing the use of secured local, State and Federal funding for the Sharp/Tintic Connection project, which will ultimately facilitate the closure of six (6) railroad crossings and subsequent removal of approximately 12,000 feet of railroad track within Springville City, and

WHEREAS, the Springville City Council finds that the attached Sharp/Tintic RR Connection **Amended** Interlocal Agreement with **the Utah Department of Transportation**, the Utah Transit Authority and Spanish Fork City is in the best interest of the City.

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

SECTION 1: Agreement Approval. The Cooperative Agreement, substantially in the same form as Exhibit A, is approved and shall be executed by Springville City.

SECTION 2: Legal Review. The Cooperative Agreement has been reviewed by Springville City legal counsel for review and approval as to form and legality.

SECTION 3: Filing with Records Keeper. An executed original counterpart of the Interlocal Agreement shall be filed immediately with the keeper of records of Springville City.

SECTION 4: Effective Date. This resolution shall become effective immediately upon its execution.

Adopted this 07th day of May, 2019.

Richard J. Child, Mayor

Attest:

Kim Crane, City Recorder

EXHIBIT A

Amended Sharp/Tintic Interlocal Agreement

SPRINGVILLE CITY
SPANISH FORK CITY
UTAH TRANSIT AUTHORITY
UTAH DEPARTMENT OF TRANSPORTATION
UTA Contract No.

SHARP/TINTIC RR CONNECTION PROJECT
SECOND COOPERATIVE AGREEMENT

THIS SECOND COOPERATIVE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2019, by and between the **UTAH TRANSIT AUTHORITY**, a large transit district organized pursuant to the laws of the State of Utah (hereinafter referred to as “**UTA**”); **SPRINGVILLE CITY**, a municipal corporation in the State of Utah, and **SPANISH FORK CITY**, a municipal corporation in the State of Utah, and the **UTAH DEPARTMENT OF TRANSPORTATION**, an agency of the State of Utah (hereinafter referred to as “**UDOT**”). When referring to the municipal corporations together, they are hereinafter referred to as the “**LOCAL JURISDICTIONS.**”

RECITALS:

WHEREAS, Springville City secured a total of \$5,594,344 in federal aid funds for the design and construction of a project to (in pertinent part) connect the Sharp Subdivision of the Union Pacific Railroad Company to the Tintic Industrial Lead (the “Project”);

WHEREAS, the federal funds secured for the Project include \$4,874,344 of federal Congestion Management, Air Quality funds (the “CM/AQ Funds”), which require a local match contribution equal to 6.77% of the grant amount totaling \$353,956;

WHEREAS, the federal funds secured for the Project include an additional \$720,000 in funds to be awarded under the Railway Highway Crossings Program (the “R/H HZ ELM90 Funds”), which require a local match contribution equal to 10% of the grant amount totaling \$72,000;

WHEREAS, the parties desire UTA to administer the CM/AQ Funds and the R/H HZ ELM90 Funds pursuant to a federal aid agreement;

WHEREAS, Springville City has requested that UTA (who has an ownership interest in both railroad corridors included in the Project and an operational interest in the connection) assume the obligations of “grantee” for the CM/AQ and Railway Highway Crossings Program grants;

WHEREAS, the Local Jurisdictions all have an interest in seeing that the Project is completed and have agreed to share in the obligations UTA will assume as grantee; and

WHEREAS, the Local Jurisdictions and UTA previously entered into a Cooperative Agreement dated March 25, 2019 that no longer reflects the desires of the parties with respect to the Project;

NOW THEREFORE, it is agreed by and between the parties as follows:

AGREEMENT

1. CM/AQ Local Match. The parties shall be responsible to contribute 6.77% to match the federal CM/AQ Funds, which totals \$353,956 in local funds. This will be paid by a combination of contributions from the Local Jurisdictions, UTA, and UDOT. The Local Jurisdictions shall each pay \$117,985 and shall each deliver their respective shares of the local match to UTA no later than July 15, 2019. UTA will also contribute \$117,985 to the Project. Some of UTA's contribution may be in cash and some may be in in-kind services to complete the environmental documentation and to perform project management. UDOT will contribute \$110,000 to the Project. If the amount of the overall CM/AQ Local Match increases, UDOT's participation in the CM/AQ Local Match will be limited to \$110,000. UDOT shall deliver its contribution to UTA no later than July 15, 2019. These contributions will provide sufficient local match for the CM/AQ grant requirements.
2. R/H HZ ELM90 Local Match. UDOT shall be responsible to contribute 10% to match the federal R/H HZ ELM90 Funds, which totals \$72,000 in local funds. This shall be in addition to the \$110,000 contribution noted above. UDOT shall deliver the local match to UTA no later than July 15, 2019. UTA shall apply the funds to the R/H HZ ELM90 local match requirements.
3. Project Oversight. UTA shall provide Project oversight and shall coordinate the management of the Project with UDOT and the Local Jurisdictions.
4. Reimbursement Following Termination. In the event that funds are expended on the Project and the Project is subsequently terminated, UTA and the Local Jurisdictions will be required to reimburse all federal funds previously expended. The responsibility for reimbursing the federal funds shall be divided equally among these parties. The parties shall deliver their respective shares of the federal reimbursement to UTA within 30 days after the time the parties mutually agree to terminate the Project.
5. Project Overages. Any overages that are related directly to the cost of the project are the responsibility of UTA and the Local Jurisdictions, which shall each be responsible for one-third of the total overage. UTA shall immediately notify the Local Jurisdictions at any time when it becomes apparent that the federal funds will not be sufficient to fund the Project as intended. UTA and the Local Jurisdictions shall coordinate on cost savings strategies necessary to mitigate the risk and magnitude of the anticipated overage (or identify additional funding for such overages) and agree upon the manner and method pursuant to which UTA and the Local Jurisdictions shall pay their respective overage commitments. Each such party shall pay its respective overage commitment as agreed.

**SPRINGVILLE CITY
SPANISH FORK CITY
UTAH TRANSIT AUTHORITY
UTAH DEPARTMENT OF TRANSPORTATION**
UTA Contract No.

6. Allocation of Excess Funds. To the extent that there are remaining local funds available at the completion of the project, then UTA shall return the proportionate percentage of such local funds to the Local Jurisdictions.
7. Cooperation Agreement Dated March 25, 2019. The Cooperation Agreement dated March 25, 2019 between UTA and the Local Jurisdiction is hereby null and void.
8. Amendment. In the event there are proposed changes in the provisions covered by this Agreement, a modification to this Agreement approved in writing by all parties is required to place them into effect.
9. No Waiver. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure to delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.
10. Authority. Each party represents that it has the authority to enter into this Agreement.
11. Severability. If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
12. Indemnification. The Parties are covered under the provisions of the Utah Governmental Immunity Act as set forth in Utah Code Section 63G-7-101, et seq, and the limits of liability therein described. None of the parties waive any legal defenses or benefits available to them under applicable law, and they agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

**SPRINGVILLE CITY
SPANISH FORK CITY
UTAH TRANSIT AUTHORITY
UTAH DEPARTMENT OF TRANSPORTATION**
UTA Contract No.

ATTEST:

SPRINGVILLE CITY
Municipal Corporation in the State of Utah

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

(IMPRESS SEAL)

**SPRINGVILLE CITY
SPANISH FORK CITY
UTAH TRANSIT AUTHORITY
UTAH DEPARTMENT OF TRANSPORTATION**
UTA Contract No.

ATTEST:

SPANISH FORK CITY

Municipal Corporation of the State of Utah

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

(IMPRESS SEAL)

SPRINGVILLE CITY
SPANISH FORK CITY
UTAH TRANSIT AUTHORITY
UTAH DEPARTMENT OF TRANSPORTATION
UTA Contract No.

UTAH TRANSIT AUTHORITY

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Approved as to form:

Compliance Officer

SPRINGVILLE CITY
SPANISH FORK CITY
UTAH TRANSIT AUTHORITY
UTAH DEPARTMENT OF TRANSPORTATION
UTA Contract No.

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Title: _____
Date: _____

Approved as to form:

UDOT Legal Counsel



springville
PUBLIC WORKS
STAFF REPORT

DATE: May 2, 2019
TO: Honorable Mayor and City Council
FROM: Bradley D. Stapley, Director of Public Works
SUBJECT: LEASE AGREEMENT - 510 WEST 420 NORTH

RECOMMENDED MOTION

Motion to approve a lease agreement between Springville City and Ashley Mortensen for the purpose of grazing livestock and associated activities on a parcel owned by Springville City located at 510 West 420 North, Springville, Utah.

SUMMARY OF ISSUES/FOCUS OF ACTION

Springville City recently purchased a 3.00 acre parcel located at 510 West 420 North in Springville. The property is mainly composed of pasture land with an open lean-to type structure located in the southwest corner of the parcel.

Ms. Mortensen's bid to lease the property was the most advantageous to the City. A total of three inquiries were received on the property.

The lease agreement is a five (5) year lease with month-to-month payments of \$200.00 per month, due on the first of the month.

The City can terminate the agreement at any time and for any reason or for no reason by providing the tenant with a thirty (30) day written notice.

DISCUSSION

Under the terms of the agreement, the Tenant may use the property for the purpose of livestock grazing only. Tenant may not utilize any part of the Landlord's property other than the Leased Property area. Tenant may not at any time use Landlord's property for any type of storage, temporary or permanent, with the exception of the following:

- Livestock feed and hay, to be used solely for the livestock grazing on the property.
- Tools, supplies, troughs, horse trailers, stalls and equipment needed solely for the care of the livestock grazing on the property.

FISCAL IMPACT

The City would receive \$2,400.00 in annual revenue by leasing this parcel.



LEASE AGREEMENT (Mortensen)

THIS LEASE AGREEMENT (“Lease”) is entered into on this 07th day of May, 2019, by and between Springville City Corporation (“Landlord”), with an address at 110 South Main Street, Springville, Utah 84663, and Ashley Mortensen (“Tenant”), with an address at _____, Utah 84663.

BACKGROUND

A. Landlord is the owner of land and improvements located at approximately 510 West 420 North, Springville, Utah 84663 (Property Serial No. 230330025) (the “Leased Property”).

B. Landlord desires to lease the Leased Property to Tenant, and Tenant desires to lease the Leased Property from Landlord upon those terms and provisions set forth in this Lease.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is agreed:

1. **LEASED PREMISES/RELEASE.** In consideration of the terms specified herein, Landlord leases the Leased Property to Tenant for livestock grazing purposes. Tenant is leasing the Leased Property “AS IS, WHERE IS” with all faults. Landlord shall not be responsible for any damage to Tenant’s equipment, materials, livestock and any other personal property that is located, used and/or stored on the Leased Property. Tenant waives, releases and forever discharges Landlord, and its officers employees, agents, representatives and all others acting on Landlord’s behalf from any and all claims or causes of action known or unknown for any and all injuries, damages or losses, including, but not limited to, death, that may occur to Tenant, Tenant’s employees, agents, subcontractors, supplies, invitees and any other person or entity associated with Tenant as a result of Tenant’s use of the Leased Property.

2. **FENCE.** Tenant shall be responsible for constructing and/or maintaining a fence around the entirety of the Leased Property.

3. **TERM OF LEASE.** The term of this Lease shall be from the effective date to May 1, 2024 (the “Lease Term”), unless it is terminated prior to that date. Landlord may terminate this agreement at any time and for any reason or for no reason by providing the Tenant with a thirty (30) day prior written notice of termination. Landlord shall use its best efforts to put Tenant in possession of the Leased Property on the beginning of the Lease Term. If Landlord is unable to timely provide the Leased Property to the Tenant on the beginning of the Lease Term, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

4. **RENT.** Tenant shall pay to Landlord rent for the Lease Term in the amount of Two Hundred Dollars (\$200.00) per each month of the term of this lease. The monthly payment shall be paid on the first of each month for the duration of the lease.

5. **TENANT'S DUTIES AND CONDITIONS.**

(a) **USES.** Tenant may use the property for the purpose of livestock grazing only. Tenant may not utilize any part of the Landlord's property other than the Leased Property area. Tenant may not at any time use Landlord's property for any type of storage, temporary or permanent, with the exception of the following:

- a. Livestock feed and hay, to be used solely for the livestock grazing on the property.
- b. Tools, supplies, troughs, horse trailers, stalls and equipment needed solely for the care of the livestock grazing on the property.

(b) **LAWS.** Tenant shall follow any and all federal, state, county and local laws, rules, regulations and policies governing the Leased Property and Tenant's use of the Leased Property.

(d) **UTILITIES.** Tenant shall, at his sole expense, provide all necessary utility needs. Tenant may not excavate any of Landlord's property for this purpose without first acquiring written permission from Landlord and all necessary permits to do so. Tenant will be responsible to provide for garbage removal.

(e) **SITE CLEANLINESS.** Tenant shall keep the site clean of debris, trash, and weeds at all times. Tenant may not install additional landscaping that would be of a permanent nature. Any landscape changes and site enhancements must be removed at the termination of the Lease Term. Upon termination of this lease, Tenant shall leave the Leased Property in as good of condition as the property was prior to the Tenant entering upon the Leased Property.

6. **PROHIBITED USES.** Tenant shall not use the Leased Property for any purpose other than for livestock grazing. Tenant shall not store any vehicles or other equipment on the Leased Property except as reasonably needed for the Tenant's livestock grazing use of the property. The Leased Property shall not be used for industrial, commercial, or retail purposes. The Leased Property shall remain in its present condition. Tenant shall not construct any building or structure, change the existing contours of the landscape, remove existing trees or shrubs, drain or increase wetland areas, install any underground conduits or infrastructure, create any roads or parking lots, or add any other permanent elements to the Leased Property. Tenant shall utilize his or her best efforts to ensure that no other person or entity uses the Leased Property for any purpose whatsoever.

7. **MINERAL RIGHTS.** The Landlord reserves all rights to any minerals on or underlying the Lease Property.

8. **SUBLEASE AND ASSIGNMENT.** Tenant shall not sublease all or any part of the Leased Property, or assign this Lease in whole or in part without Landlord's prior written consent.

9. **REPAIRS.** During the Lease Term, Tenant shall make, at Tenant's sole expense, all necessary repairs to the Leased Property.

10. **ALTERATIONS AND IMPROVEMENTS.** Tenant, at Tenant's soles expense, shall have the right, upon obtaining Landlord's written consent, to make alterations and improvements of and to all or any part of the Leased Property from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to remove the same at any time during the Lease Term provided that Tenant shall repair, at Tenant's expense, all damage to the Leased Property caused by such removal.

11. **TRESPASS.** Tenant may post "no trespassing signs" on the Leased Property and utilize any other lawful means to keep people off the Leased Property. However, Landlord shall maintain the right to enter the property at any time, within reason, without notification of the Tenant. Landlord shall not damage any fences or crop upon entry of the Leased Property, unless necessary in the case of emergency.

12. **PROPERTY TAXES.** Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease Term on the Leased Property, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Property. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Property.

13. **INDEMNIFICATION.** The Tenant shall take possession of the Leased Property subject to any and all hazards, including, but not limited to, all of the risks of accidents to the Tenant and the Tenant's family or agents, in pursuance of the Tenant's use of the Leased Property and in performing repairs or improvements or other actions pursuant to this Lease. Tenant at its own expense, agrees to protect, indemnify, pay on behalf of, defend (with counsel acceptable to Landlord) and hold harmless Landlord, its elected and appointed officials, employees and volunteers and their agents from all claims, demands, judgments, expenses, and all other damages of every kind and nature, made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to Tenant's use of the Leased Property or related to Tenant's livestock. The provisions of this section and any and all of Tenant's requirements to indemnify Landlord under this agreement shall survive the termination of this agreement.

14. **INSURANCE.** If the Leased Property is damaged by fire or other casualty resulting from any act or omission by Tenant or by any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

Tenant shall, at Tenant's sole expense, maintain a policy of comprehensive general liability insurance during the Lease Term with respect to the Tenant's particular activities with the premiums thereon fully paid on or before due date. Such insurance policy shall be issued by and binding upon an insurance company approved by Landlord,

and shall afford minimum protection of not less than \$1,000,000.00 combined single limit coverage of bodily injury, property damage or combination thereof. Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph.

15. **UTILITIES.** Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Property during the term of this Lease, unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Property is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay all such utility charges prior to the due date.

16. **SIGNS.** Other than "no trespassing" signs, Tenant shall not place any signs on the Leased Property.

17. **ENTRY.** Landlord shall have the right to enter upon the Leased Property at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's use of the Leased Property.

18. **DEFAULT.** In the event of a default made by Tenant in the payment of rent when due or in breaching any condition of this Lease, Tenant shall have ten (10) days after receipt of notice thereof to cure such default. In the event that the Tenant shall fail to cure any default within the time allowed under this paragraph, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Property is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity.

19. **NOTICE.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Landlord: Springville City, 110 South Main Street, Springville, Utah 84663.

Tenant:

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this section by written notice thereof to the other party.

20. **WAIVER.** No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

21. **HEADINGS.** The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

22. **SUCCESSORS.** The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

23. **GOVERNING LAW.** The laws of the State of Utah shall govern this Lease.

24. **ATTORNEY'S FEES.** In the event a judgment is granted to either party as a result of legal action related to the terms of this Lease, the prevailing party shall be awarded all of its attorney's fees and costs of suit.

25. **AMENDMENTS.** The conduct, representation, or statement of either party, by act or omission, shall not be construed as a material alteration of this lease until such provision is reduced to writing and executed by both parties as an amendment to this lease.

26. **CONTRACT CONSTRUCTION.** Words or phrases herein, including acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD - SPRINGVILLE CITY

By: Richard J. Child
Title: Mayor

Attest: _____
Kim Crane, City Recorder

TENANT – ASHLEY MORTENSEN

By:
Title:



springville
PUBLIC WORKS
STAFF REPORT

DATE: April 30, 2019
TO: Honorable Mayor and City Council
FROM: Bradley D. Stapley, Director of Public Works
SUBJECT: STATEWIDE UTILITY LICENSE AGREEMENT

RECOMMENDED MOTION

The Public Works Department recommends approving the Statewide Utility License Agreement between the Utah Department of Transportation and Springville City, which will allow Springville City to request and receive encroachment permits on State highway rights-of-way, excluding longitudinal installations within the interstate highway rights-of-way.

GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

Springville General Plan's Goals, Objectives, and Strategies include the following:

- Chapter 4 - Goal, *"To provide and maintain a vibrant, multi-modal transportation network that encourages flow, **safety** and a consideration for the aesthetics of the community."*

SUMMARY OF ISSUES/FOCUS OF ACTION

Springville City currently has a Statewide Utility License Agreement with the Utah Department of Transportation, issued in February 2002.

On April 10, 2019, the State of Utah Department of Transportation gave Springville City a written Notice of Termination and Replacement for the Statewide Utility License Agreement. The current license agreement terminates on May 10, 2019.

The execution of the attached Statewide Utility License Agreement Non-Interstate will allow Springville City to continue with approve encroachments into State rights-of-way for utility maintenance and new utility projects.



DISCUSSION

The proposed Statewide Utility License Agreement Non-Interstate grants Springville City a non-exclusive license for facilities that have been granted or will be granted an encroachment permit pursuant to Utah Administrative Code R930-7.

The agreement will terminate in five (5) years unless both parties agree in writing within the five (5) years to renew the agreement for an additional five years.

FISCAL IMPACT

None





Michael O. Leavitt
Governor
John R. Njord
Executive Director
Carlos M. Braceras
Deputy Director

State of Utah
DEPARTMENT OF TRANSPORTATION

4501 South 2700 West
Salt Lake City, Utah 84119-5998
801-965-4000
Fax: 801-965-4338
www.dot.state.ut.us

Commission
Glen E. Brown
Chairman
James G. Larkin
Hal M. Clyde
Stephen M. Bodily
Jan C. Wells
Bevan K. Wilson
Kenneth L. Warnick

February 26, 2002

Springville City Corporation
50 S Main
Springville UT 84663

ATTENTION: J. Douglas Bird
City Recorder

SUBJECT: Statewide Utility License Agreement
UTAH DEPARTMENT OF TRANSPORTATION
And SPRINGVILLE CITY CORPORATION
Federal ID No. 87-6000285

Gentlemen:

Attached is a fully executed original copy of an agreement between the Utah Department of Transportation and **SPRINGVILLE CITY CORPORATION** on the above noted project. This agreement is forwarded to you for your use and files.

Yours truly,

Francine Rieck by mlb
Francine Rieck
Statewide Permits Officer

FRieck/M02.032
Attachments

cc: Tommy Vigil, Permits Officer, Region 1, w/a
Alan Loiacono, Permits Officer, Region 2, w/a
Barry Sawsak, Permits Officer, Region 3, w/a
Roger Scovil, Permits Officer, Region 4, w/a
Dale Stapley, Permits Officer, Price District, w/a
Scott Snow, Permits Officer, Cedar City, w/a
Jimmie Holfeltz, Comptroller's Office - Box 141500
Local, w/a
Central Records, Box 145840

008650

Statewide Utility License Agreement
UTAH DEPARTMENT OF TRANSPORTATION
and SPRINGVILLE CITY CORPORATION
Federal ID No. 87-6000285

S T A T E W I D E
U T I L I T Y L I N E A G R E E M E N T

THIS AGREEMENT, made and entered into this 15th day of Feb, 2002, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT" and "SPRINGVILLE CITY CORPORATION" a Political Subdivision in the State of Utah, hereinafter referred to as the "CITY",

W I T N E S S E T H :

WHEREAS, UDOT desires to assist in expediting the approval of permits issued by the State for locating and constructing overhead and underground utility lines within the State of Utah rights of way; and

WHEREAS, it is the desire of the parties hereto that the terms of this agreement shall apply to all permits hereafter approved in accord with this agreement; and

WHEREAS, the parties desire that this agreement shall apply to approved location and construction permits on highway rights of way in the State of Utah which are within the responsibility and jurisdiction of UDOT.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and the faithful performance thereof, it is hereby agreed by the parties hereto:

(1). UDOT GRANTS RIGHT: UDOT hereby licenses the CITY to use highway rights of way, which are within the jurisdiction and responsibility of UDOT for such utility lines, as are located and described by mutually approved location and construction permits issued at any time hereafter in accord with this agreement.

(2). APPROVAL: Unless otherwise stated herein, or in any particular permit or agreement, all location and construction permits hereafter executed pursuant hereto will be deemed to be governed by the provisions of this agreement. The applications and permits will be accompanied by two sets of plans for the proposed alignment of the CITY's facilities. Such applications shall be

Statewide Utility License Agreement
UTAH DEPARTMENT OF TRANSPORTATION
and SPRINGVILLE CITY CORPORATION
Federal ID No. 87-6000285

presented to the appropriate UDOT Region/District Director or an authorized representative and said Region/District Director or representative shall have the authority hereunder to issue and approve the required permit as expeditiously as possible. The issuance and approval of said permit will enable the CITY to proceed with the work and use under the permit in accordance with the terms hereof.

(3). **RESERVATION AND SPECIAL PROVISIONS:** Each party hereto reserves the right to require the execution of a specific permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as agreed upon by the parties may be incorporated into any permit issued hereunder.

(4). **INSPECTION:** UDOT will routinely inspect the work of the CITY or its contractor to assure compliance with this utility line agreement and to insure proper compliance with State and Federal Regulations. These inspections shall be made by UDOT Region/District Director or an authorized representative. All costs of inspection shall be paid by the CITY.

(5). **COSTS:** The entire costs of the utility line installation shall be paid for by the CITY.

(6). **BEGINNING CONSTRUCTION:** All excavations and/or other operations on UDOT property or right of way shall not be commenced by the CITY until and after notice has been given by the CITY to said UDOT Region/District Director or an authorized representative and requisite encroachment permit obtained. Construction shall be carried forward to completion in the manner required by said UDOT Region/District Director.

(7). **TRAFFIC CONTROL:** The CITY shall conduct their operation so there will be a minimum of interference without interruption of highway traffic. The CITY shall conform to such instructions of the UDOT Region/District Director or an authorized representative as may be given and UDOT approved traffic control plan and the application of traffic control devices shall conform to the standards set forth in the current FHWA "Manual on Uniform Traffic Control Devices" during all operations of the CITY, in constructing said line. No lane closure shall be made without prior approval of the UDOT Region/District Director or authorized representative. Traffic control plans showing detours and signing operations will be required in advance for review and approval for all lane closures. Peak hour lane closures may be prohibited.

(8). **EXCAVATION:** All excavation shall be made in compliance with the current Specifications for Excavation on State Highway Right of Way. No excavation will be made without first obtaining and posting the required permit. The CITY must also be cleared on a variety of environmental laws by UDOT Region/District Director or an authorized representative before the permit is issued.

Statewide Utility License Agreement
UTAH DEPARTMENT OF TRANSPORTATION
and SPRINGVILLE CITY CORPORATION
Federal ID No. 87-6000285

Jacking or boring is preferred to open trench excavation, and will be required in all cases of utility lines crossing under and not parallel to paved surfaces, unless this is not feasible due to soil conditions, other utilities, substructures, or other conditions. Jetting by means of water or compressed air will not be permitted.

The pavement, sidewalk, curb and gutter, driveway, etc. shall be cut vertically along the lines forming the trench so that the adjoining pavement is not damaged. The portion to be removed shall be broken up in a manner that will not cause damage to the pavement outside the limits of the trench. Any pavement damaged by operations outside the limits of the trench shall be replaced. Large broken paving materials shall be removed immediately from the site of the work.

(9). **EMERGENCY EXCAVATION:** An emergency excavation may be made without prior permit if there is imminent danger or loss of life or severe damage to property. In such emergency situations, the excavating parties must contact UDOT not later than the end of the first working day following the excavation. None of the provisions of these Regulations are waived for emergency situations except for the prior-permit requirement. In all cases the CITY shall comply with the State Law requiring notification of all utility owners prior to excavation.

(10). **BACKFILL AND COMPACTION:** All backfill and compaction shall be done in compliance with the current specifications for Excavation on State Highway Right of Way. In all urban areas and on rural highway with high volume traffic as determined by UDOT, flowable fill shall be used for backfill under paved areas and shall be in conformance with the requirements of Section 605 for "Flowable Fill" of the State of Utah Current Edition of the "Standard Specifications of Road and Bridge Construction".

Where Flowable Fill is used for backfill, the excavated materials shall be disposed of by the CITY or it's contractor in an area outside of the highway right of way satisfactory to UDOT's Permits Officer. In rural areas or locations where its use would be impractical, Flowable Fill may not be required. In such cases, backfill shall be in conformance with the requirements of Section 02056, Borrow, Granular Borrow and Granular Backfill Borrow of the State of Utah Current Edition of the "Standard Specifications for Road and Bridge Construction".

Materials for backfill under paved or adjacent areas used by traffic shall be preferably sand. All backfill shall be placed in layers not over 150 mm (6-inch) loose measure in thickness. Compaction shall be obtained by mechanical rollers, tampers, or other approved means. Materials for backfilling shall be properly moistened or watered to the correct moisture content to ensure proper compaction. Jetting or internal vibrating methods of

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UTAH DEPARTMENT OF TRANSPORTATION
and SPRINGVILLE CITY CORPORATION
Federal ID No. 87-6000285

compacting sand fill or similar methods of compacting sand or similar granular, free draining materials will be permitted. No frozen materials shall be used for backfill under paved surfaces. UDOT Region/District Director or an authorized representative may require that the density (dry) of the backfill under pavements, sidewalks, curbs or other structures will be not less than 96 percent of the laboratory standard maximum soil density (dry) as determined by compaction tests made in conformity with AASHTO Designation T-99-93. UDOT Region/District Director or an authorized representative may require the density of the backfill on road shoulders to be not less than 90 percent by the same standards.

(11). **PROTECTION OF PAVED SURFACES:** The CITY shall use rubber cleats or paving pads when operating track equipment on or crossing paved surfaces.

(12). **RESTORATION OF EXISTING PAVEMENT:** The CITY shall at their own expense replace any pavement removed or damaged with pavement of a type and depth approved by UDOT Region/District Director or an authorized representative, including gravel base material. The restoration will be accomplished within 48 hours after completion of excavation and backfill, unless additional time is granted in writing by UDOT Region/District Director or an authorized representative.

New or replaced pavement shall be constructed in conformity with the "Specifications for Excavation on State Highway Right of Way" and shall be subject to the inspection and approval of the UDOT Region/District Director or an authorized representative. If weather conditions do not permit immediate placing of permanent pavement, a temporary pavement will be placed. As soon as weather will permit, the temporary pavement will be removed and replaced with a permanent pavement. If the gravel surface, gravel shoulders or gravel surfaced approach roads becomes contaminated and is not consistent with UDOT specifications, such surfacing material will be entirely removed and replaced with new gravel surfacing material. The repairs to pavement or surface will include pavements which have been damaged with construction equipment or construction operations. UDOT will notify the CITY of the need to repair the pavement. If the CITY fails to comply with UDOT's request, then UDOT will have the option of restoring said roadbed at the expense of the CITY.

(13). **RESTORATION OF TRAFFIC SIGNAL EQUIPMENT:** Any traffic signal equipment or facilities which are disturbed or relocated as a result of the CITY's work must be restored in accordance with plans approved by UDOT. Restoration of traffic signal equipment must be done at the CITY's expense by a qualified electrical contractor experienced in signal installation, retained by the CITY and approved in advance by UDOT. Work shall be scheduled to ensure that disruption of any traffic signal operation is kept to a minimum.

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(14). **CLEANING-UP HIGHWAY RIGHT OF WAY:** Upon completion of the work, all excess material shall be removed from within the limits of the highway. The disturbed surface shall be carefully graded to the lines and grades established. Seeding may be required to restore vegetation damaged or destroyed.

Any highway features or facilities such as paint stripes, signs, culverts, etc., disturbed or damaged during the progress of the work shall be properly restored to satisfy current standards and regulations.

(15). **MAINTENANCE:** The utility shall at all times be maintained, repaired, renewed and operated by and at the expense of the CITY. The utility will be serviced without access from any interstate highway or ramp. UDOT will notify the CITY of any maintenance needs. If the CITY fails to comply with UDOT's request, then UDOT reserves the right, without relieving the CITY of its obligation hereunder, to reconstruct or make repairs to the utility as it may consider necessary, and the CITY shall reimburse UDOT its cost.

(16). **FUTURE HIGHWAY CONSTRUCTION:** It will be understood and agreed to by the parties thereto and as part of the consideration for the agreement that UDOT will have the right to cross said utility line at any point necessary in future construction, expansion or improvement of the State Highway System provided that UDOT uses due care in the protection of the utility line in making the crossing.

(17). **RELOCATION COSTS:** In the event any highway at any future date is so reconstructed, the costs of relocating your facilities will be determined in accordance with Utah Code 72-6-116. The CITY will meet with UDOT's contractor and will give him a schedule when your facilities will be relocated and will meet said schedule as not to delay the contractor.

(18). **LIABILITY:** The CITY may be required to post a continuous bond per R-930 manual for the Accommodation of Utilities and the Control and Protection of State Highway Rights of Way as stated in section V.C. 1 to guarantee satisfactory performance as provided in the agreement, license, or permit. UDOT may proceed against said bond to recover all expenses incurred by UDOT, their employees or representatives in the sections of roadway interfered with by the CITY to restore to UDOT standards. These expenses refer to all expenses incurred in the repairing of portions of the roadway determined by UDOT inspectors to be inadequately restored or maintained by the CITY. The liability of the CITY shall not be limited to the amount of the bond. The CITY will protect and indemnify and save harmless UDOT for any and all claims including claims from third parties for damage caused by construction or use of said utility line, and from all costs and expenses, including

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attorney's fees connected in any way with the matter and things contained therein.

(19). **CANCELLATION OF PERMIT:** If the CITY shall fail to construct, repair or remove said utility in accordance with the terms of this agreement to the entire satisfaction of UDOT, or shall fail to pay UDOT any sum of money for the inspection, reconstruction, repair or maintenance of said utility, UDOT retains the right to cancel the permit and remove said utility and restore the highway at the sole expense of the CITY. Before UDOT cancels the permit, it will notify the CITY in writing, setting forth violations and will give the CITY a reasonable time to fully correct the same.

(20). **ASSIGNMENT:** Any permit granted hereunder may not be assigned without the prior written consent of UDOT. All assignees shall be required to file with UDOT a new application for the permit.

(21). **SUCCESSORS AND ASSIGNS:** All covenants and agreements therein contained shall be binding upon the parties hereto, their successors and assigns.

(22). **UDOT MAINTENANCE OPERATIONS:** Underground facilities must be buried to the proper depth to avoid conflict with UDOT's normal and routine maintenance activities. In entering into this utility line agreement with UDOT and obtaining a permit for the work, the CITY acknowledges this requirement and agrees to avoid such conflicts by placing its facilities to the required horizontal clearance and minimum depth of bury. Normal maintenance operations are those not requiring excavations in excess of the minimum horizontal clearance and depth of bury.

Within the highway right of way, the grade of the top of the CITY's facilities shall be at least 1 m (3 feet) under the pavement surface. In shoulder areas where signs or delineators are located, said facilities shall be buried to a depth of not less than 1.5 m (5 feet). CITY's facilities shall be placed at least 600 mm (2 feet) under sidewalks, paved ditches, unlined ditches or gutters. All other areas within UDOT's right of way, said facilities shall be buried to a depth of 1.2 m (4 feet). The UDOT Region/District Director or an authorized representative may require a greater depth of bury when it is decided necessary.

In all cases the CITY shall protect, indemnify and hold harmless the UDOT for damages to lines within the horizontal or vertical clearances. Any noncompliance to the above may result in annulment of the CITY's permit. If the CITY is found to be in violation of its permit with respect to vertical or horizontal location, such violation may result in annulment of its permit.

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Federal ID No. 87-6000285

23. **TERMINATION OF AGREEMENT** Except as may be otherwise provided, this Agreement may be terminated at any time by either party upon thirty (30) days' advance written notice to the other, provided, however, that such termination shall not affect any permits theretofore issued and approved under the terms of this agreement, and such permits shall continue beyond the termination of this agreement on the same terms and provisions as are herein contained.

Statewide Utility License Agreement
UTAH DEPARTMENT OF TRANSPORTATION
and SPRINGVILLE CITY CORPORATION
Federal ID No. 87-6000285

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST

Jo Evans
Jo Evans
Title: City Recorder
Date: 2-5-02

SPRINGVILLE CITY CORPORATION
A Political Subdivision in the State of Utah
By: Ernest F. Boyer
Ernest F. Boyer
Title: Mayor
Date: 2-5-02

RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

Robert J. [Signature]
Title Chief Utility/Railroad Engineer
Date: 2/12/02

By [Signature]
Title Deputy Project Development Director
Date _____

APPROVED AS TO FORM

COMPTROLLER'S OFFICE

This Form Agreement has been previously approved as to form by the Office of the Legal Counsel for the Utah Department of Transportation.

By Cherise Young
Title Contract Administrator
Date: 2/25/02

MEMORANDUM

UTAH DEPARTMENT OF TRANSPORTATION
Roadway Design; Utilities Section

February 14, 2002

TO : Shauna Sisneros
Comptroller, Box 141500

FROM : Marianne Burns
Utilities and Railroads

SUBJECT: Statewide Utility License Agreement
UTAH DEPARTMENT OF TRANSPORTATION
and SPRINGVILLE CITY CORPORATION
Federal ID No. 87-6000285

Attached are three copies of our proposed agreement between the Utah Department of Transportation and **SPRINGVILLE CITY CORPORATION** on the above noted project.

This agreement has been executed by officials of **SPRINGVILLE CITY CORPORATION**. Please assign a finance number and obtain the UDOT Contract Administrator's approval. Return the copies stamped "Utah Department of Transportation" and "City Copy" back to our office for further handling.

This agreement is recommended for approval.

OJerez/M02.024
Attachments

cc: Local, w/a
Central Records, w/a, Box 145840

Statewide Utility License Agreement
UTAH DEPARTMENT OF TRANSPORTATION
and SPRINGVILLE CITY CORPORATION
Federal ID No. 87-6000285

S T A T E W I D E
U T I L I T Y L I N E A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT" and "SPRINGVILLE CITY CORPORATION" a Political Subdivision in the State of Utah, hereinafter referred to as the "CITY",

W I T N E S S E T H :

WHEREAS, UDOT desires to assist in expediting the approval of permits issued by the State for locating and constructing overhead and underground utility lines within the State of Utah rights of way; and

WHEREAS, it is the desire of the parties hereto that the terms of this agreement shall apply to all permits hereafter approved in accord with this agreement; and

WHEREAS, the parties desire that this agreement shall apply to approved location and construction permits on highway rights of way in the State of Utah which are within the responsibility and jurisdiction of UDOT.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and the faithful performance thereof, it is hereby agreed by the parties hereto:

(1). UDOT GRANTS RIGHT: UDOT hereby licenses the CITY to use highway rights of way, which are within the jurisdiction and responsibility of UDOT for such utility lines, as are located

and described by mutually approved location and construction permits issued at any time hereafter in accord with this agreement.

(2). APPROVAL: Unless otherwise stated herein, or in any particular permit or agreement, all location and construction permits hereafter executed pursuant hereto will be deemed to be governed by the provisions of this agreement. The applications and permits will be accompanied by two sets of plans for the proposed alignment of the CITY's facilities. Such applications shall be

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Federal ID No. 87-6000285

presented to the appropriate UDOT Region/District Director or an authorized representative and said Region/District Director or representative shall have the authority hereunder to issue and approve the required permit as expeditiously as possible. The issuance and approval of said permit will enable the CITY to proceed with the work and use under the permit in accordance with the terms hereof.

(3). **RESERVATION AND SPECIAL PROVISIONS:** Each party hereto reserves the right to require the execution of a specific permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as agreed upon by the parties may be incorporated into any permit issued hereunder.

(4). **INSPECTION:** UDOT will routinely inspect the work of the CITY or its contractor to assure compliance with this utility line agreement and to insure proper compliance with State and Federal Regulations. These inspections shall be made by UDOT Region/District Director or an authorized representative. All costs of inspection shall be paid by the CITY.

(5). **COSTS:** The entire costs of the utility line installation shall be paid for by the CITY.

(6). **BEGINNING CONSTRUCTION:** All excavations and/or other operations on UDOT property or right of way shall not be commenced by the CITY until and after notice has been given by the CITY to said UDOT Region/District Director or an authorized representative and requisite encroachment permit obtained. Construction shall be carried forward to completion in the manner required by said UDOT Region/District Director.

(7). **TRAFFIC CONTROL:** The CITY shall conduct their operation so there will be a minimum of interference without interruption of highway traffic. The CITY shall conform to such instructions of the UDOT Region/District Director or an authorized representative as may be given and UDOT approved traffic control plan and the application of traffic control devices shall conform to the standards set forth in the current FHWA "Manual on Uniform Traffic Control Devices" during all operations of the CITY, in constructing said line. No lane closure shall be made without prior approval of the UDOT Region/District Director or authorized representative. Traffic control plans showing detours and signing operations will be required in advance for review and approval for all lane closures. Peak hour lane closures may be prohibited.

(8). **EXCAVATION:** All excavation shall be made in compliance with the current Specifications for Excavation on State Highway Right of Way. No excavation will be made without first obtaining and posting the required permit. The CITY must also be cleared on a variety of environmental laws by UDOT Region/District Director or an authorized representative before the permit is issued.

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Jacking or boring is preferred to open trench excavation, and will be required in all cases of utility lines crossing under and not parallel to paved surfaces, unless this is not feasible due to soil conditions, other utilities, substructures, or other conditions. Jetting by means of water or compressed air will not be permitted.

The pavement, sidewalk, curb and gutter, driveway, etc. shall be cut vertically along the lines forming the trench so that the adjoining pavement is not damaged. The portion to be removed shall be broken up in a manner that will not cause damage to the pavement outside the limits of the trench. Any pavement damaged by operations outside the limits of the trench shall be replaced. Large broken paving materials shall be removed immediately from the site of the work.

(9). **EMERGENCY EXCAVATION:** An emergency excavation may be made without prior permit if there is imminent danger or loss of life or severe damage to property. In such emergency situations, the excavating parties must contact UDOT not later than the end of the first working day following the excavation. None of the provisions of these Regulations are waived for emergency situations except for the prior-permit requirement. In all cases the CITY shall comply with the State Law requiring notification of all utility owners prior to excavation.

(10). **BACKFILL AND COMPACTION:** All backfill and compaction shall be done in compliance with the current specifications for Excavation on State Highway Right of Way. In all urban areas and on rural highway with high volume traffic as determined by UDOT, flowable fill shall be used for backfill under paved areas and shall be in conformance with the requirements of Section 605 for "Flowable Fill" of the State of Utah Current Edition of the "Standard Specifications of Road and Bridge Construction".

Where Flowable Fill is used for backfill, the excavated materials shall be disposed of by the CITY or it's contractor in an area outside of the highway right of way satisfactory to UDOT's Permits Officer. In rural areas or locations where its use would be impractical, Flowable Fill may not be required. In such cases, backfill shall be in conformance with the requirements of Section 02056, Borrow, Granular Borrow and Granular Backfill Borrow of the State of Utah Current Edition of the "Standard Specifications for Road and Bridge Construction".

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(11). **PROTECTION OF PAVED SURFACES:** The CITY shall use rubber cleats or paving pads when operating track equipment on or crossing paved surfaces.

(12). **RESTORATION OF EXISTING PAVEMENT:** The CITY shall at their own expense replace any pavement removed or damaged with pavement of a type and depth approved by UDOT Region/District Director or an authorized representative, including gravel base material. The restoration will be accomplished within 48 hours after completion of excavation and backfill, unless additional time is granted in writing by UDOT Region/District Director or an authorized representative.

New or replaced pavement shall be constructed in conformity with the "Specifications for Excavation on State Highway Right of Way" and shall be subject to the inspection and approval of the UDOT Region/District Director or an authorized representative. If weather conditions do not permit immediate placing of permanent pavement, a temporary pavement will be placed. As soon as weather will permit, the temporary pavement will be removed and replaced with a permanent pavement. If the gravel surface, gravel shoulders or gravel surfaced approach roads becomes contaminated and is not consistent with UDOT specifications, such surfacing material will be entirely removed and replaced with new gravel surfacing material. The repairs to pavement or surface will include pavements which have been damaged with construction equipment or construction operations. UDOT will notify the CITY of the need to repair the pavement. If the CITY fails to comply with UDOT's request, then UDOT will have the option of restoring said roadbed at the expense of the CITY.

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(14). **CLEANING-UP HIGHWAY RIGHT OF WAY:** Upon completion of the work, all excess material shall be removed from within the limits of the highway. The disturbed surface shall be carefully graded to the lines and grades established. Seeding may be required to restore vegetation damaged or destroyed.

Any highway features or facilities such as paint stripes, signs, culverts, etc., disturbed or damaged during the progress of the work shall be properly restored to satisfy current standards and regulations.

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(16). **FUTURE HIGHWAY CONSTRUCTION:** It will be understood and agreed to by the parties thereto and as part of the consideration for the agreement that UDOT will have the right to cross said utility line at any point necessary in future construction, expansion or improvement of the State Highway System provided that UDOT uses due care in the protection of the utility line in making the crossing.

(17). **RELOCATION COSTS:** In the event any highway at any future date is so reconstructed, the costs of relocating your facilities will be determined in accordance with Utah Code 72-6-116. The CITY will meet with UDOT's contractor and will give him a schedule when your facilities will be relocated and will meet said schedule as not to delay the contractor.

(18). **LIABILITY:** The CITY may be required to post a continuous bond per R-930 manual for the Accommodation of Utilities and the Control and Protection of State Highway Rights of Way as stated in section V.C. 1 to guarantee satisfactory performance as provided in the agreement, license, or permit. UDOT may proceed against said bond to recover all expenses incurred by UDOT, their employees or representatives in the sections of roadway interfered with by the CITY to restore to UDOT standards. These expenses refer to all expenses incurred in the repairing of portions of the roadway determined by UDOT inspectors to be inadequately restored or maintained by the CITY. The liability of the CITY shall not be limited to the amount of the bond. The CITY will protect and indemnify and save harmless UDOT for any and all claims including claims from third parties for damage caused by construction or use of said utility line, and from all costs and expenses, including

Statewide Utility License Agreement
UTAH DEPARTMENT OF TRANSPORTATION
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Federal ID No. 87-6000285

attorney's fees connected in any way with the matter and things contained therein.

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(21). **SUCCESSORS AND ASSIGNS:** All covenants and agreements therein contained shall be binding upon the parties hereto, their successors and assigns.

(22). **UDOT MAINTENANCE OPERATIONS:** Underground facilities must be buried to the proper depth to avoid conflict with UDOT's normal and routine maintenance activities. In entering into this utility line agreement with UDOT and obtaining a permit for the work, the CITY acknowledges this requirement and agrees to avoid such conflicts by placing its facilities to the required horizontal clearance and minimum depth of bury. Normal maintenance operations are those not requiring excavations in excess of the minimum horizontal clearance and depth of bury.

Within the highway right of way, the grade of the top of the CITY's facilities shall be at least 1 m (3 feet) under the pavement surface. In shoulder areas where signs or delineators are located, said facilities shall be buried to a depth of not less than 1.5 m (5 feet). CITY's facilities shall be placed at least 600 mm (2 feet) under sidewalks, paved ditches, unlined ditches or gutters. All other areas within UDOT's right of way, said facilities shall be buried to a depth of 1.2 m (4 feet). The UDOT Region/District Director or an authorized representative may require a greater depth of bury when it is decided necessary.

In all cases the CITY shall protect, indemnify and hold harmless the UDOT for damages to lines within the horizontal or vertical clearances. Any noncompliance to the above may result in annulment of the CITY's permit. If the CITY is found to be in violation of its permit with respect to vertical or horizontal location, such violation may result in annulment of its permit.

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and SPRINGVILLE CITY CORPORATION
Federal ID No. 87-6000285

23. TERMINATION OF AGREEMENT Except as may be otherwise provided, this Agreement may be terminated at any time by either party upon thirty (30) days' advance written notice to the other, provided, however, that such termination shall not affect any permits theretofore issued and approved under the terms of this agreement, and such permits shall continue beyond the termination of this agreement on the same terms and provisions as are herein contained.

Statewide Utility License Agreement
UTAH DEPARTMENT OF TRANSPORTATION
and SPRINGVILLE CITY CORPORATION
Federal ID No. 87-6000285

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST

Jo Evans
Jo Evans
Title: City Recorder
Date: 2-5-02

SPRINGVILLE CITY CORPORATION
A Political Subdivision in the
State of Utah
By: Ernest F. Boyer
Ernest F. Boyer
Title: Mayor
Date: 2-5-02

RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

[Signature]
Title Chief Utility/Railroad
Engineer
Date: 2/12/02

By _____
Title Deputy Project Development
Director
Date _____

APPROVED AS TO FORM

COMPTROLLER'S OFFICE

This Form Agreement has been previously approved as to form by the Office of the Legal Counsel for the Utah Department of Transportation.

By _____
Title Contract Administrator
Date: _____

FedEx USA Airbill
Express

FedEx
Tracking
Number

8291 5062 9828

0215
Sender's Copy

From Please print and press hard.
Date **1/09/02** Sender's FedEx Account Number **1060-3044-8**

Sender's Name **Orlando Jerez** Phone (**801**) **965-4176**

Company **UTAH DEPT OF TRANSPORTATION**

Address **4501 S 2700 W**

City **SALT LAKE CITY** State **UT** ZIP **84119**

Your Internal Billing Reference
First 24 characters will appear on invoice.

To Recipient's Name **Randy Drummond** Phone ()

Company **Springville City**

Address **50 S Main**
To "HOLD" at FedEx location, print FedEx address. We cannot deliver to P.O. boxes or P.O. ZIP codes.

City **Springville** State **UT** ZIP **84663**

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0183965879

4a Express Package Service

FedEx Priority Overnight Next business morning
 FedEx Standard Overnight Next business afternoon
 FedEx First Overnight Earliest next business morning delivery to select locations
 FedEx 2Day Second business day
 FedEx Express Saver Third business day
 NEW FedEx Extra Hours Later drop-off with next business afternoon delivery for select locations

4b Express Freight Service

FedEx 1Day Freight* Next business day
 FedEx 2Day Freight Second business day
 FedEx 3Day Freight Third business day

5 Packaging

FedEx Envelope*
 FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak
 Other Pkg. Includes FedEx Box, FedEx Tube, and customer pkg.

6 Special Handling

SATURDAY Delivery RESTRICTIONS Available only for FedEx Priority Overnight and FedEx 2Day to select ZIP codes
 SUNDAY Delivery RESTRICTIONS Available only for FedEx Priority Overnight to select ZIP codes
 HOLD Weekday at FedEx Location RESTRICTIONS Not available with FedEx First Overnight
 HOLD Saturday at FedEx Location RESTRICTIONS Available only for FedEx Priority Overnight and FedEx 2Day to select locations

Does this shipment contain dangerous goods?
 No Yes As per attached Shipper's Declaration
 Dry Ice Dry Ice, 9, UN 1845 x kg Cargo Aircraft Only

7 Payment Bill to: Enter FedEx Acct. No. or Credit Card No. below.

Sender Acct. No. in Section 1 will be billed. **Recipient** **Third Party** **Credit Card** **Cash/Check**

FedEx Acct. No. Credit Card No. Exp. Date
Total Packages **Total Weight** **Total Declared Value***
\$.00

8 Release Signature Sign to authorize delivery without obtaining signature.

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

406

SRP*Rev Date 12/00*Part #1559185*©1994-2000 FedEx*PRINTED IN U.S.A.

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE.



Michael O. Leavitt
Governor
John R. Njord
Executive Director
Carlos M. Braceras
Deputy Director

State of Utah
DEPARTMENT OF TRANSPORTATION

4501 South 2700 West
Salt Lake City, Utah 84119-5998
801-965-4000
Fax: 801-965-4338
www.dot.state.ut.us

Commission
Glen E. Brown
Chairman
James G. Larkin
Hal M. Clyde
Stephen M. Bodily
Jan C. Wells
Bevan K. Wilson
Kenneth L. Warnick

January 9, 2002

Springville City Corporation
50 S Main
Springville UT 84663

ATTENTION: Randy Drummond
City Engineer

SUBJECT: Statewide Utility License Agreement
UTAH DEPARTMENT OF TRANSPORTATION
and SPRINGVILLE CITY CORPORATION
Federal ID No. 87-6000285

Gentlemen:

Attached are six copies of our Statewide Utility License Agreement. Please have your Company officials execute five copies and return them back to this office for further handling. One copy is for your files. **The terms and content of this agreement are non-negotiable.** Do not fill the date in on the first paragraph of the agreement, as it will be stamped by our Comptroller's Office. A copy of the fully executed agreement will be furnished when available.

Your immediate attention to this matter is of great importance to you, since we will not issue any permits until this agreement is executed. If you need additional information or have any questions, please call Mr. Orlando Jerez at (801) 965-4176.

Yours truly,

Orlando Jerez by mb
Orlando Jerez, P. E.
Chief Utilities/Railroads Engineer

OJ/M02.002
Attachments

cc: Tommy Vigil, Permits Officer, Region 1, w/a
Alan Loiacono, Permits Officer, Region 2, w/a
Barry Sawsak, Permits Officer, Region 3, w/a
Roger Scovil, Permits Officer, Region 4, w/a
Dale Stapley, Permits Officer, Price District, w/a
Scott Snow, Permits Officer, Cedar City, w/a
Jimmy Holfeltz, Comptroller's Office - Box 141500
Local, w/a
Central Records, Box 145840

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and SPRINGVILLE CITY CORPORATION
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S T A T E W I D E
U T I L I T Y L I N E A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**" and "**SPRINGVILLE CITY CORPORATION**" a Political Subdivision in the State of Utah, hereinafter referred to as the "**CITY**",

W I T N E S S E T H :

WHEREAS, **UDOT** desires to assist in expediting the approval of permits issued by the State for locating and constructing overhead and underground utility lines within the State of Utah rights of way; and

WHEREAS, it is the desire of the parties hereto that the terms of this agreement shall apply to all permits hereafter approved in accord with this agreement; and

WHEREAS, the parties desire that this agreement shall apply to approved location and construction permits on highway rights of way in the State of Utah which are within the responsibility and jurisdiction of **UDOT**.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and the faithful performance thereof, it is hereby agreed by the parties hereto:

(1). **UDOT GRANTS RIGHT:** **UDOT** hereby licenses the **CITY** to use highway rights of way, which are within the jurisdiction and responsibility of **UDOT** for such utility lines, as are located

and described by mutually approved location and construction permits issued at any time hereafter in accord with this agreement.

(2). **APPROVAL:** Unless otherwise stated herein, or in any particular permit or agreement, all location and construction permits hereafter executed pursuant hereto will be deemed to be governed by the provisions of this agreement. The applications and permits will be accompanied by two sets of plans for the proposed alignment of the **CITY's** facilities. Such applications shall be

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presented to the appropriate UDOT Region/District Director or an authorized representative and said Region/District Director or representative shall have the authority hereunder to issue and approve the required permit as expeditiously as possible. The issuance and approval of said permit will enable the CITY to proceed with the work and use under the permit in accordance with the terms hereof.

(3). **RESERVATION AND SPECIAL PROVISIONS:** Each party hereto reserves the right to require the execution of a specific permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as agreed upon by the parties may be incorporated into any permit issued hereunder.

(4). **INSPECTION:** UDOT will routinely inspect the work of the CITY or its contractor to assure compliance with this utility line agreement and to insure proper compliance with State and Federal Regulations. These inspections shall be made by UDOT Region/District Director or an authorized representative. All costs of inspection shall be paid by the CITY.

(5). **COSTS:** The entire costs of the utility line installation shall be paid for by the CITY.

(6). **BEGINNING CONSTRUCTION:** All excavations and/or other operations on UDOT property or right of way shall not be commenced by the CITY until and after notice has been given by the CITY to said UDOT Region/District Director or an authorized representative and requisite encroachment permit obtained. Construction shall be carried forward to completion in the manner required by said UDOT Region/District Director.

(7). **TRAFFIC CONTROL:** The CITY shall conduct their operation so there will be a minimum of interference without interruption of highway traffic. The CITY shall conform to such instructions of the UDOT Region/District Director or an authorized representative as may be given and UDOT approved traffic control plan and the application of traffic control devices shall conform to the standards set forth in the current FHWA "Manual on Uniform Traffic Control Devices" during all operations of the CITY, in constructing said line. No lane closure shall be made without prior approval of the UDOT Region/District Director or authorized representative. Traffic control plans showing detours and signing operations will be required in advance for review and approval for all lane closures. Peak hour lane closures may be prohibited.

(8). **EXCAVATION:** All excavation shall be made in compliance with the current Specifications for Excavation on State Highway Right of Way. No excavation will be made without first obtaining and posting the required permit. The CITY must also be cleared on a variety of environmental laws by UDOT Region/District Director or an authorized representative before the permit is issued.

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Jacking or boring is preferred to open trench excavation, and will be required in all cases of utility lines crossing under and not parallel to paved surfaces, unless this is not feasible due to soil conditions, other utilities, substructures, or other conditions. Jetting by means of water or compressed air will not be permitted.

The pavement, sidewalk, curb and gutter, driveway, etc. shall be cut vertically along the lines forming the trench so that the adjoining pavement is not damaged. The portion to be removed shall be broken up in a manner that will not cause damage to the pavement outside the limits of the trench. Any pavement damaged by operations outside the limits of the trench shall be replaced. Large broken paving materials shall be removed immediately from the site of the work.

(9). **EMERGENCY EXCAVATION:** An emergency excavation may be made without prior permit if there is imminent danger or loss of life or severe damage to property. In such emergency situations, the excavating parties must contact UDOT not later than the end of the first working day following the excavation. None of the provisions of these Regulations are waived for emergency situations except for the prior-permit requirement. In all cases the CITY shall comply with the State Law requiring notification of all utility owners prior to excavation.

(10). **BACKFILL AND COMPACTION:** All backfill and compaction shall be done in compliance with the current specifications for Excavation on State Highway Right of Way. In all urban areas and on rural highway with high volume traffic as determined by UDOT, flowable fill shall be used for backfill under paved areas and shall be in conformance with the requirements of Section 605 for "Flowable Fill" of the State of Utah Current Edition of the "Standard Specifications of Road and Bridge Construction".

Where Flowable Fill is used for backfill, the excavated materials shall be disposed of by the CITY or it's contractor in an area outside of the highway right of way satisfactory to UDOT's Permits Officer. In rural areas or locations where its use would be impractical, Flowable Fill may not be required. In such cases, backfill shall be in conformance with the requirements of Section 02056, Borrow, Granular Borrow and Granular Backfill Borrow of the State of Utah Current Edition of the "Standard Specifications for Road and Bridge Construction".

Materials for backfill under paved or adjacent areas used by traffic shall be preferably sand. All backfill shall be placed in layers not over 150 mm (6-inch) loose measure in thickness. Compaction shall be obtained by mechanical rollers, tampers, or other approved means. Materials for backfilling shall be properly moistened or watered to the correct moisture content to ensure proper compaction. Jetting or internal vibrating methods of

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compacting sand fill or similar methods of compacting sand or similar granular, free draining materials will be permitted. No frozen materials shall be used for backfill under paved surfaces. UDOT Region/District Director or an authorized representative may require that the density (dry) of the backfill under pavements, sidewalks, curbs or other structures will be not less than 96 percent of the laboratory standard maximum soil density (dry) as determined by compaction tests made in conformity with AASHTO Designation T-99-93. UDOT Region/District Director or an authorized representative may require the density of the backfill on road shoulders to be not less than 90 percent by the same standards.

(11). PROTECTION OF PAVED SURFACES: The CITY shall use rubber cleats or paving pads when operating track equipment on or crossing paved surfaces.

(12). RESTORATION OF EXISTING PAVEMENT: The CITY shall at their own expense replace any pavement removed or damaged with pavement of a type and depth approved by UDOT Region/District Director or an authorized representative, including gravel base material. The restoration will be accomplished within 48 hours after completion of excavation and backfill, unless additional time is granted in writing by UDOT Region/District Director or an authorized representative.

New or replaced pavement shall be constructed in conformity with the "Specifications for Excavation on State Highway Right of Way" and shall be subject to the inspection and approval of the UDOT Region/District Director or an authorized representative. If weather conditions do not permit immediate placing of permanent pavement, a temporary pavement will be placed. As soon as weather will permit, the temporary pavement will be removed and replaced with a permanent pavement. If the gravel surface, gravel shoulders or gravel surfaced approach roads becomes contaminated and is not consistent with UDOT specifications, such surfacing material will be entirely removed and replaced with new gravel surfacing material. The repairs to pavement or surface will include pavements which have been damaged with construction equipment or construction operations. UDOT will notify the CITY of the need to repair the pavement. If the CITY fails to comply with UDOT's request, then UDOT will have the option of restoring said roadbed at the expense of the CITY.

(13). RESTORATION OF TRAFFIC SIGNAL EQUIPMENT: Any traffic signal equipment or facilities which are disturbed or relocated as a result of the CITY's work must be restored in accordance with plans approved by UDOT. Restoration of traffic signal equipment must be done at the CITY's expense by a qualified electrical contractor experienced in signal installation, retained by the CITY and approved in advance by UDOT. Work shall be scheduled to ensure that disruption of any traffic signal operation is kept to a minimum.

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(14). **CLEANING-UP HIGHWAY RIGHT OF WAY:** Upon completion of the work, all excess material shall be removed from within the limits of the highway. The disturbed surface shall be carefully graded to the lines and grades established. Seeding may be required to restore vegetation damaged or destroyed.

Any highway features or facilities such as paint stripes, signs, culverts, etc., disturbed or damaged during the progress of the work shall be properly restored to satisfy current standards and regulations.

(15). **MAINTENANCE:** The utility shall at all times be maintained, repaired, renewed and operated by and at the expense of the CITY. The utility will be serviced without access from any interstate highway or ramp. UDOT will notify the CITY of any maintenance needs. If the CITY fails to comply with UDOT's request, then UDOT reserves the right, without relieving the CITY of its obligation hereunder, to reconstruct or make repairs to the utility as it may consider necessary, and the CITY shall reimburse UDOT its cost.

(16). **FUTURE HIGHWAY CONSTRUCTION:** It will be understood and agreed to by the parties thereto and as part of the consideration for the agreement that UDOT will have the right to cross said utility line at any point necessary in future construction, expansion or improvement of the State Highway System provided that UDOT uses due care in the protection of the utility line in making the crossing.

(17). **RELOCATION COSTS:** In the event any highway at any future date is so reconstructed, the costs of relocating your facilities will be determined in accordance with Utah Code 72-6-116. The CITY will meet with UDOT's contractor and will give him a schedule when your facilities will be relocated and will meet said schedule as not to delay the contractor.

(18). **LIABILITY:** The CITY may be required to post a continuous bond per R-930 manual for the Accommodation of Utilities and the Control and Protection of State Highway Rights of Way as stated in section V.C. 1 to guarantee satisfactory performance as provided in the agreement, license, or permit. UDOT may proceed against said bond to recover all expenses incurred by UDOT, their employees or representatives in the sections of roadway interfered with by the CITY to restore to UDOT standards. These expenses refer to all expenses incurred in the repairing of portions of the roadway determined by UDOT inspectors to be inadequately restored or maintained by the CITY. The liability of the CITY shall not be limited to the amount of the bond. The CITY will protect and indemnify and save harmless UDOT for any and all claims including claims from third parties for damage caused by construction or use of said utility line, and from all costs and expenses, including

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attorney's fees connected in any way with the matter and things contained therein.

(19). **CANCELLATION OF PERMIT:** If the CITY shall fail to construct, repair or remove said utility in accordance with the terms of this agreement to the entire satisfaction of UDOT, or shall fail to pay UDOT any sum of money for the inspection, reconstruction, repair or maintenance of said utility, UDOT retains the right to cancel the permit and remove said utility and restore the highway at the sole expense of the CITY. Before UDOT cancels the permit, it will notify the CITY in writing, setting forth violations and will give the CITY a reasonable time to fully correct the same.

(20). **ASSIGNMENT:** Any permit granted hereunder may not be assigned without the prior written consent of UDOT. All assignees shall be required to file with UDOT a new application for the permit.

(21). **SUCCESSORS AND ASSIGNS:** All covenants and agreements therein contained shall be binding upon the parties hereto, their successors and assigns.

(22). **UDOT MAINTENANCE OPERATIONS:** Underground facilities must be buried to the proper depth to avoid conflict with UDOT's normal and routine maintenance activities. In entering into this utility line agreement with UDOT and obtaining a permit for the work, the CITY acknowledges this requirement and agrees to avoid such conflicts by placing its facilities to the required horizontal clearance and minimum depth of bury. Normal maintenance operations are those not requiring excavations in excess of the minimum horizontal clearance and depth of bury.

Within the highway right of way, the grade of the top of the CITY's facilities shall be at least 1 m (3 feet) under the pavement surface. In shoulder areas where signs or delineators are located, said facilities shall be buried to a depth of not less than 1.5 m (5 feet). CITY's facilities shall be placed at least 600 mm (2 feet) under sidewalks, paved ditches, unlined ditches or gutters. All other areas within UDOT's right of way, said facilities shall be buried to a depth of 1.2 m (4 feet). The UDOT Region/District Director or an authorized representative may require a greater depth of bury when it is decided necessary.

In all cases the CITY shall protect, indemnify and hold harmless the UDOT for damages to lines within the horizontal or vertical clearances. Any noncompliance to the above may result in annulment of the CITY's permit. If the CITY is found to be in violation of its permit with respect to vertical or horizontal location, such violation may result in annulment of its permit.

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23. TERMINATION OF AGREEMENT Except as may be otherwise provided, this Agreement may be terminated at any time by either party upon thirty (30) days' advance written notice to the other, provided, however, that such termination shall not affect any permits theretofore issued and approved under the terms of this agreement, and such permits shall continue beyond the termination of this agreement on the same terms and provisions as are herein contained.

Statewide Utility License Agreement
UTAH DEPARTMENT OF TRANSPORTATION
and SPRINGVILLE CITY CORPORATION
Federal ID No. 87-6000285

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST

Title: _____
Date: _____

RECOMMENDED FOR APPROVAL:

Title Chief Utility/Railroad
Engineer
Date: _____

APPROVED AS TO FORM

This Form Agreement has been previously approved as to form by the Office of the Legal Counsel for the Utah Department of Transportation.

SPRINGVILLE CITY CORPORATION
A Political Subdivision in the State of Utah
By: _____

Title: _____
Date: _____

UTAH DEPARTMENT OF TRANSPORTATION

By _____
Title Deputy Project Development
Director
Date _____

COMPTROLLER'S OFFICE

By _____
Title Contract Administrator
Date: _____

RESOLUTION #2019-xx

A RESOLUTION ENTERING INTO A STATEWIDE UTILITY LICENSE AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Springville General Plan, Chapter 4's Goal is *"To provide and maintain a vibrant, multi-modal transportation network that encourages flow, safety and a consideration for the aesthetics of the community,"* and

WHEREAS, Springville City and the Utah Department of Transportation (UDOT) desire to assist in expediting the approval of UDOT permits for operating, constructing, and maintaining utility lines and related facilities within State highway rights-of-way, and

WHEREAS, Springville City currently operates and maintains both above-ground and underground utilities and facilities within UDOT rights-of-way, and

WHEREAS, Springville City and UDOT desire that this agreement supersede all previous utility agreements executed between the parties.

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

SECTION 1: Agreement Approval. The Statewide Utility License Agreement, substantially in the same form as Exhibit A, is approved and shall be executed by Springville City.

SECTION 2: Legal Review. The Statewide Utility License Agreement has been reviewed by Springville City legal counsel for review and approval as to form and legality.

SECTION 3: Filing with Records Keeper. An executed original counterpart of the Statewide Utility License Agreement shall be filed immediately with the keeper of records of Springville City.

SECTION 4: Effective Date. This resolution shall become effective immediately upon its execution.

Adopted this 7th day of May, 2019.

Richard J. Child, Mayor

Attest:

Kim Crane, City Recorder

EXHIBIT A

Statewide Utility License Agreement with UDOT



STATEWIDE UTILITY LICENSE AGREEMENT NON-INTERSTATE

This **AGREEMENT** by and between the **Utah Department of Transportation**, (“UDOT”) and **Springville City Corporation** (“City”), a political subdivision of the State of Utah. Each as party, (“Party”) and together as parties, (“Parties”).

RECITALS

WHEREAS, the Parties desire to assist in expediting the approval of UDOT permits for operating, constructing, and maintaining utility lines and related facilities (“Facilities”) within state highway rights-of-way; and excluding longitudinal installations within the interstate highway rights-of-way; and

WHEREAS, the terms of this agreement shall apply to all issued encroachment permits; and

WHEREAS, this agreement shall apply to approved location and encroachment permits on state highway rights-of-way in the State of Utah which are within the responsibility and jurisdiction of UDOT; and

WHEREAS, the Parties desire that this agreement supersedes all previous utility license agreements executed between the Parties.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

- LICENSE:** UDOT grants a non-exclusive license to the City for Facilities that have been granted or will be granted an encroachment permit pursuant to Utah Administrative Code R930-7.
- UDOT AGREEMENT TO REVIEW APPLICATIONS:** This agreement is not an encroachment permit or a guarantee of an encroachment permit. However, UDOT agrees to promptly review any application for an encroachment permit that the City files pursuant to the procedures established in this agreement and Utah Administrative Code R930-7.
- APPROVAL:** Unless otherwise stated herein, or in any particular encroachment permit or agreement, all permits executed pursuant hereto will be deemed to be governed by the provisions of this agreement. Encroachment permit applications shall be presented to the appropriate UDOT Region/District Permits Office. UDOT may apply special limitations for any work within the right-of-way. The issuance and approval of an encroachment permit enables the City to proceed with the utility construction and permitted use in accordance with the terms of the encroachment permit.
- RESERVATION AND SPECIAL PROVISIONS:** UDOT has the right to require an agreement or specific

encroachment permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as required by UDOT may be incorporated into any encroachment permit issued after this agreement is executed.

5. **INSPECTION:** UDOT may perform routine inspection of utility construction to monitor compliance with this agreement, encroachment permit, and with state and federal laws and regulations. UDOT's inspection does not relieve the City of its responsibilities in meeting the encroachment permit conditions and UDOT's specifications. The City is responsible for UDOT's inspection costs.
6. **COSTS:** The City shall pay the entire cost of the Facilities installation.
7. **BEGINNING CONSTRUCTION:** The City shall not begin any utility construction on UDOT right-of-way until UDOT issues the encroachment permit. The City shall complete the utility construction in accordance with UDOT requirements and within the allowable time period.
8. **TRAFFIC CONTROL:** The City shall conduct its utility construction and maintenance operations in compliance with UDOT's current Utah MUTCD or UDOT Traffic Control Plans, whichever is more restrictive. All utility construction and maintenance operations shall be planned to keep interference with traffic to an absolute minimum. On heavily traveled highways, utility operations interfering with traffic shall not be conducted during periods of peak traffic flow. This work shall be performed to minimize closures of intersecting streets, road approaches, or other access points. The City shall submit in advance traffic control plans showing detours and signing operations to allow UDOT reasonable time to review the plans. The City shall not perform full or partial lane closure without prior approval of the UDOT Region/District Director or authorized representative. The City shall conform to UDOT approved traffic control plans and encroachment permit conditions.
9. **EXCAVATION, BACKFILL, COMPACTION, AND SITE RESTORATION:** The City shall perform all utility construction on UDOT right-of-way in compliance with R930-7, UDOT's then current Standard Specifications for Highway and Bridge Construction, UDOT's Permit Excavation Handbook, and all applicable state and federal laws and regulations.
10. **EMERGENCY WORK:** Emergency work may be done without prior encroachment permit if imminent danger of loss of life or significant damage to property exists. In emergency work situations where traffic lanes will be partially or fully blocked, the City or its representative will contact the UDOT Traffic Operations Center at (801) 887-3710 prior to establishing traffic control. In all emergency work situations, the City or its representative shall immediately contact UDOT on the first business day after the emergency and complete a formal encroachment permit application. Failure to contact UDOT for an emergency work situation and obtain an encroachment permit within the stated time period is considered to be a violation of the terms and conditions of this agreement and R930-7. At the discretion of the City, emergency work may be performed by a bonded contractor, public agency, or a utility

company. In all cases the City shall comply with the state law requiring notification of all utility owners prior to excavation. None of the provisions of this agreement are waived for emergency work except for the requirement of a prior encroachment permit.

- 11. RESTORATION OF TRAFFIC SIGNAL EQUIPMENT OR TRANSPORTATION FACILITIES:** Any traffic signal equipment or transportation facilities, which are disturbed or relocated as a result of the City's work, must be restored in accordance with plans approved by UDOT. Restoration of traffic signal equipment or transportation facilities must be done at the City's expense by a qualified electrical contractor experienced in signal installation or a qualified contractor experienced in restoring other transportation facilities, retained by the City and approved in advance by UDOT. Work shall be scheduled to ensure that disruption of any traffic signal or transportation facilities operation is kept to a minimum.
- 12. ACCESS:** Access for Facilities installation on the UDOT right-of-way shall be allowed only by a permit issued by UDOT to Company. Company will obtain the permit and abide by all conditions for policing and other controls in conformance with Utah Administrative Codes R930-6 as amended.
- 13. MAINTENANCE:** The City shall at all times maintain, repair, construct and operate its Facilities at its expense. The Facilities will be serviced without access from any interstate highway or ramp. If the City fails to maintain its Facilities, UDOT may notify the City of any required maintenance needs. If the City fails to comply with UDOT's notification and complete the needed maintenance, then UDOT reserves the right, without relieving the City of its obligations, to reconstruct or make repairs to the Facilities to protect the right-of-way, as it may consider necessary, and the City shall reimburse UDOT for its cost.
- 14. LIABILITY:** The City is not required to post a continuous bond as long as the City is a current member of the Utah Local Governments Trust. If the City is not a current member, the City shall either maintain continuous commercial general liability (CGL) insurance with UDOT as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 completed operations aggregate. The liability of the City shall not be limited to the amount of the insurance policy. The policy shall protect the City and UDOT from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the City's operations in the right-of-way. The City shall notify UDOT immediately in writing at the address listed below if this insurance is planned to be terminated or is terminated.

Or the City shall be self-insured to the limits stated in the Governmental Immunity Act, Utah Code Section 63G-7-604(1). Evidence of self-insurance must be provided by a letter from the City's Attorney or Risk Department. The City shall require CGL insurance with the same limits as described above of all its contractors and subcontractors naming the City and UDOT as additional insureds. Such insurance shall protect the City and UDOT from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from



work or operations performed in the right-of-way by itself, contractors, subcontractors or anyone directly or indirectly employed by any of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products, and completed operations. This insurance coverage shall be maintained for a continuous period until the City's Facilities are removed from UDOT's right-of-way.

Statewide Railroad and Utilities Director
Utah Department of Transportation
4501 South 2700 West
Salt Lake City, Utah 84114-8460

UDOT may require a bond from the City for encroachment permits issued under this agreement. Utah Administrative Code R930-7-6(6)(b). The amount of the bond will be set according to the permitted scope of work but not less than \$10,000. UDOT may proceed against the bond to recover all expenses incurred by UDOT, its employees or representatives to restore the sections of roadway not completed or damaged by the City to UDOT standards. The liability of the City shall not be limited to the amount of the bond.

The City will indemnify, defend, and hold harmless UDOT, its employees, and the State of Utah from responsibility for any damage or liability arising from City's construction, maintenance, repair, or any other related operation during the utility construction or as a result of the work pursuant to permits issued under this agreement.

15. **CANCELLATION OF ENCROACHMENT PERMITS AND LICENSE AGREEMENT:** UDOT may cancel the encroachment permit or this agreement for the following: a) any failure on the part of the City to comply with the terms and conditions set forth in the license agreement or the encroachment permit; and b) the failure of the City to pay any sum of money for costs incurred by UDOT in association with installation or construction review, inspection, reconstruction, repair, or maintenance of the Facilities. UDOT also may remove the Facilities and restore the highway and right-of-way at the sole expense of the City. Prior to any cancellation, UDOT shall notify the City in writing, setting forth the violations, and will provide the City a reasonable time to correct the violations to the satisfaction of UDOT. This agreement does not limit UDOT's authority under Utah Administrative Code R930-7.
16. **ASSIGNMENT:** Permits shall not be assigned without the prior written consent of UDOT. All assignees shall be required to execute a license agreement.
17. **SUCCESSORS AND ASSIGNS:** All obligations and agreements herein contained shall be binding upon the parties, their successors and assigns.
18. **FACILITIES CLEARANCE REQUIREMENT:** Facilities must be installed both above ground and buried to the proper vertical and horizontal clearances and minimum depth of bury according to the encroachment permit and Utah Administrative Code R930-7 to avoid conflict with UDOT's normal and routine maintenance activities. The City

shall avoid such conflicts by placing its Facilities in compliance with the required horizontal and vertical clearances and minimum depth of bury. If a variance in horizontal or vertical clearances or minimum depth of bury occurs in the field during utility construction, the City will seek a deviation approval from UDOT and amend the original encroachment permit to reflect the variance and deviation approval. UDOT's normal and routine maintenance operations are those not requiring excavations in excess of the minimum horizontal and vertical clearances and depth of bury.

In all cases the City shall protect, indemnify and hold harmless UDOT, its employees, and the State of Utah for damages because of the failure of the Facilities to meet the required horizontal and vertical clearances and minimum depth of bury. Any noncompliance to the above requirements may result in cancellation of the City's encroachment permit or this agreement. If the noncompliant Facilities need to be moved due to a UDOT project and there was no deviation granted by UDOT for the variance in horizontal or vertical clearances or minimum depth of bury less than minimum standards, the City must pay 100% of the relocation costs for that portion of the Facilities that were installed in violation of UDOT's required clearances at the time the encroachment permit was issued. If the City was granted a deviation, the City must provide the permit describing the deviation.

19. TERMINATION OF LICENSE AGREEMENT: This agreement will terminate in five years unless both Parties agree in writing within the five years to renew the agreement for an additional five years. However, this agreement may be terminated at any time by either party upon 30 days advance written notice to the other. Active encroachment permits previously issued and approved under a terminated agreement are not affected and remain in effect on the same terms and conditions set forth in the agreement, permits and R930-7. The obligation to maintain the continuous commercial general liability (CGL) insurance as described in paragraph (14) above continues until City's Facilities are removed from UDOT's right-of-way. The indemnification obligations in this agreement shall survive termination of the agreement.

20. MISCELLANEOUS:

- a. The permitted use and occupancy of right-of-way for non-highway purposes is subordinate to the primary and highest interest for transportation and safety of the traveling public.
- b. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this agreement, or by law, will not release either Party from any obligations arising under this agreement.
- c. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other Party.

- d. This Agreement does not create any type of agency relationship, joint venture, or partnership between UDOT and City.
- e. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.
- f. If any provision or part of a provision of this agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
- g. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
- h. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.
- i. The date of this agreement is the date this agreement is signed by the last Party.



Springville City Corporation
110 South Main
Springville, UT 84663
Federal ID No. 87-6000285

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

Approved by Springville City Corporation

By:	_____	_____
	Signature	Date
	_____	_____
	Name: (printed)	Title

FOR THE UTAH DEPARTMENT OF TRANSPORTATION

By:	_____	_____
	Alana Spendlove, CPM Statewide Railroad and Utilities Director	Date

APPROVED AS TO FORM: This Form Agreement has been previously approved as to form by the office of the Legal Counsel for the Utah Department of Transportation on March 5, 2019.



STAFF REPORT

DATE: May 1, 2019
TO: Honorable Mayor and City Council
FROM: Bruce Riddle, Finance Director
SUBJECT: SPRINGVILLE CITY FY 2020 TENTATIVE BUDGET

RECOMMENDED MOTION

The Finance Department recommends that the City Council approve a RESOLUTION BY THE SPRINGVILLE CITY COUNCIL TO ADOPT THE CITY OF SPRINGVILLE TENTATIVE BUDGET FOR FISCAL YEAR 2019-2020 AND SET A PUBLIC HEARING FOR ADOPTION OF THE FINAL BUDGET ON JUNE 18, 2019, AT 7:00 P.M.

SUMMARY OF ISSUES/FOCUS OF ACTION

The Uniform Fiscal Procedures Act for Utah Cities (Utah Code 10-6-111) requires that Springville City adopt a tentative budget in the first regular Council meeting in May for the ensuing year. Additionally, state statute (Utah Code 10-6-118) requires the city to adopt a final budget on or before the last June 22 of each fiscal period.

BACKGROUND

The City Council held a budget retreat on April 9, 2019 where budget materials previously distributed were presented and discussed. The tentative budget will be made available for public review for at least 10 days prior to the adoption of the Final Budget, which is scheduled during a public hearing on June 18, 2019.

DISCUSSION

The Tentative Budget document is attached for reference to this report. The document includes a budget message from Administrator Fitzgerald as well as budget summaries and detail.

ALTERNATIVES

The Council can provide additional direction on items in the Tentative Budget; however the Council is required by State statute to adopt a Final Budget no later than June 22, 2019.

FISCAL IMPACT

Details of the estimated revenues and expenditures are included in the documents distributed to the Council.

RESOLUTION #2019-XX

A RESOLUTION BY THE SPRINGVILLE CITY COUNCIL TO ADOPT THE CITY OF SPRINGVILLE TENTATIVE BUDGET FOR FISCAL YEAR 2019-2020 AND SET A PUBLIC HEARING FOR ADOPTION OF THE FINAL BUDGET ON JUNE 18, 2019, AT 7:00 P.M.

WHEREAS on May 7, 2019, the Budget Officer submitted a tentative budget to the City Council; and

WHEREAS the City Council desires to adopt the tentative budget as required by State law; and

WHEREAS the City Council desires to make the tentative budget available for public review and comment at least ten days prior to the public hearing; and

WHEREAS the City Council desires to set a public hearing for June 18, 2019, at 7:00 p.m. to receive additional public input on the budget.

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

1. The City Council hereby adopts the tentative budget attached as Exhibit "A."
2. The City Council will conduct a public hearing to accept comments and consider adoption of the final budget for Fiscal Year 2019-2020 on June 18, 2019, at 7:00 p.m.

PASSED AND APPROVED this 07th day of May 2019.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder

EXHIBIT A

Springville City Fiscal Year 2019-2020 Tentative Budget



STAFF REPORT

DATE: May 1, 2019
TO: The Honorable Mayor and City Council
FROM: John Penrod, City Attorney
SUBJECT: **CONSIDERATION OF AN AGREEMENT BETWEEN THE CITY AND THE DEVELOPER OF THE WOOD HOLLOW SUBDIVISION THAT WOULD ALLOW THE DEVELOPER TO POSTPONE INSTALLING IMPROVEMENTS ALONG HIGHWAY 89.**

RECOMMENDED ACTION

Motion to approve an agreement between Springville City and the Developer of the Wood Hollow Subdivision that would allow the Developer to postpone installing improvements along Highway 89.

It is the City Engineer's recommendation to allow the Wood Hollow Subdivision to postpone installing the improvements along Highway 89 based upon the Utah Department of Transportation's desires and the current design and use of Highway 89.

BACKGROUND

The developer of the Wood Hollow Subdivision is in the process of designing a five-lot subdivision at the approximate location of 1550 South on Highway 89. The developer has requested the City to allow the subdivision to go forward without constructing sidewalk, curb and gutter along Highway 89 because there currently is no sidewalk, curb or gutter on Highway 89 from Main Street to the location of the Wood Hollow Subdivision; UDOT has asked that no sidewalk be installed; and installing sidewalk could cause safety issues given the vehicle speeds on Highway 89. The proposed agreement would allow the developer to postpone installing the infrastructure along Highway 89.

The reason for the agreement is because Sections 11-6-120 and 14-5-101 of the Springville City Code require sidewalk, curb and gutter to be installed prior to constructing any homes. The exception to this requirement is stated in Section 11-6-120, which reads as follows:

If the lot or parcel abuts on either side with a lot or parcel for which curb, gutter, or sidewalk has not been installed, an applicant for a building permit may, in lieu of installing the improvements required by this paragraph prior to obtaining a building permit, include such improvements in his construction plans and sign an agreement with the City that such improvements will be installed, or if by recommendation of the City Engineer, a waiver of protest may be signed and approved by the City Council, waiving the right of the landowner to protest any possible future special improvement district.



The Wood Hollow Subdivision is located along a street where no curb, gutter or sidewalk improvements have been installed, and the City Engineer is willing to recommend a waiver of protest as long as the developer also agrees to install the improvements should sidewalk, curb and gutter be installed north of the Wood Hollow Subdivision property. The agreement allows the developer to move forward with the subdivision and postpone installing improvement along Highway 89 as long as the infrastructure will be installed when property develops to the north or installed if a special improvement district is put in place to install the improvements.



FISCAL IMPACT

None at this time.

Attached: A proposed draft agreement

WHEN RECORDED RETURN TO:
Springville City Corporation
110 South Main
Springville, UT 84663

**AGREEMENT
(Sidewalk, Curb and Gutter Improvements)**

This Agreement is entered into as of May 07, 2019, by and between _____ (hereinafter referred to as “Developer”), with real property located at _____, and Springville City, a municipality of the State of Utah (hereinafter referred to as “Springville”), with an address of 110 South Main Street, Springville, Utah 84663.

RECITALS

A. Developer is developing real property located at approximately 1550 South along Highway 89 1080 West 250 North in Springville, Utah, known as the Wood Hollow Subdivision, as more particularly shown on Exhibit A attached hereto and by this reference made a part hereof (hereinafter referred to as the “Property”).

B. Sections 11-6-120 and 14-5-101 of the Springville City Code requires that all public improvements be installed prior to a building permit being issued to construct a dwelling in an approved subdivision.

C. As an exception to sidewalk, curb and gutter improvements being installed prior to a building permit being issued, Section 11-6-120(1) further states:

If the lot or parcel abuts on either side with a lot or parcel for which curb, gutter, or sidewalk has not been installed, an applicant for a building permit may, in lieu of installing the improvements required . . . prior to obtaining a building permit, include such improvements in his construction plans and sign an agreement with the City that such improvements will be installed, or if by recommendation of the City Engineer, a waiver of protest may be signed and approved by the City Council, waiving the right of the landowner to protest any possible future special improvement district.

D. No sidewalk, curb or gutter has been installed on the parcels abutting the Property. Furthermore, there is no sidewalk, curb and gutter north of the Property along Highway 89 from the Property to 800 South. Highway 89 is a Utah State road and the Utah Department of Transportation does not want sidewalk along Highway 89 at this time because of the safety issues related to traffic speeds on Highway 89.

E. Developer desire to defer installing the sidewalk, curb, gutter and any associated street widening improvements along the Property frontage immediately adjacent to Highway 89 until the property to the north of the Property from the Property to 800 South is developed or a special improvement district is established to install the improvements.

F. Springville is willing to allow Developer to subdivision and build dwellings on the Property without installing sidewalk, curb, gutter and associated roadway improvements along Highway 89 of the Property at this time, as long as Developer are (1) willing to waive protest rights to any Local District or Special Improvement District ("SID") that may be created in the future in accordance with State law and incorporates the Property, and/or (2) willing to install the said improvements at a future date pursuant to the requirements of this Agreement.

TERMS

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Term.** The term of this agreement shall be 50 years from the date this Agreement is executed or until such time that the Improvements, as defined in Section 3, are installed, whichever event first occurs.

2. **Building Permit.** Springville will issue the building permit to build dwellings on the Property upon Developer meeting all requirements of the Springville City Code for development of the Property other than installing sidewalk, curb, gutter and associated roadway along Highway 89.

3. **Improvements.** Springville will defer the requirement to complete certain improvements at this time. These improvements include: **Curb, gutter, sidewalk and extension of asphalt** along Highway 89 as shown on Exhibit B (the "Improvements").

4. **Timing of Installation.** In return for deferring the requirement to install the Improvements at this time, Developer agrees to install the Improvements at a future date, pursuant to one of the following events:

a. Abutting Properties. If sidewalk, curb or gutter is installed on or along any parcel or lot abutting the Property to the north of the Property along Highway 89 from the Property to 800 South on the same side of Highway 89 as the Property, Developer shall install the Improvements. Developer shall have 180 days to install the Improvements following the commencement of the installation of sidewalk, curb or gutter on a parcel or lot as described in the previous sentence of this subsection.

c. Waiver of Protest. Developer waives any right of protest Developer may have if Springville decides to include the Property in an SID for installation of the Improvements. Developer's waiver to protest and consent to participate in a future SID shall not be withdrawn by Developer or any successor in interest of Developers to the Property.

d. Future Development. Developers shall install the Improvements at any time that Developers decide to further develop the Property.

5. **Installation of Improvements.** Developer shall not be relieved from the obligation to install the Improvements until such installation has been performed to the

satisfaction of Springville. Developer shall pursue the completion of the Improvements (a) with due diligence, (b) in a good and workmanlike manner, (c) in conformance with the construction plans as approved by the City Engineer, and (d) in compliance with all applicable laws, statutes, ordinances, resolutions, the Springville Municipal Code, rules, regulations, and official policies of Springville City, and Springville City's public works construction standards and specifications applicable to the installation of the Improvements. Developer shall be solely responsible to furnish all materials, supplies, tools, equipment, labor, and other services necessary for the installation, construction and completion of the Improvements.

6. **Improvement Warranty.** Prior to Springville's acceptance of the Improvements, Developer shall execute an improvement warranty for a one (1) year improvement warranty period following the completion of the Improvements. The improvement warranty shall be in the amount of 10% of the cost of installing and constructing the Improvements. The 10% amount shall be held for the duration of the one (1) year warranty period as a guarantee that all improvements are installed and inspected to Springville City specifications, and that all defects are corrected by Developer and approved by Springville City prior to final acceptance by Springville City following the one (1) year warranty period.

7. **Indemnification.** Developer agrees to indemnify, release and defend with Counsel of Springville's choice, and hold Springville, and its 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 Developer or Developer's agents or subcontractors, (ii) the deferral of installing the Improvements and the installation of the Improvements, (iii) any negligent or defective construction of any part of the Improvements during construction thereof, and from completion of such construction until that date which is one (1) year after the acceptance of the Improvements by Springville City, and (iv) liens or claims on the Improvements by any persons providing materials and/or services related to the Improvements on behalf of or at the request of Developer.

8. **City Installation.** The parties expressly agree that Springville may at any time, at its own option, install the Improvements. In the event that Springville installs the Improvements, Developer shall reimburse Springville within 60 days of completing the Improvements for any and all costs incurred by Springville for installing and constructing the Improvements. Nothing in this Section 8 shall be construed to mean that Springville has any obligation whatsoever to install the Improvements.

9. **Remedies.** Springville shall have any and all available remedies in law or equity to enforce this Agreement. Developer expressly agree that should Developer fail to install and complete the Improvements as required under this Agreement, or reimburse Springville pursuant to Paragraph 8, Springville shall have the right to file a lien against the Property.

10. **Recording/Covenant Running with the Property.** The parties agree that this Agreement shall be recorded with the Utah County Recorder's Office and shall constitute a covenant running with the land. Developer's obligations under this Agreement shall be binding upon Developer's successors-in-interest, assigns, and transferees, and all subsequent owners of the Property.

11. **Authority.** All proper authority for the execution of this Agreement has been received by Developer and Springville from any corporate or municipal board or council.

12. **Notice.** Any notice which is required or which may be given pursuant to this Agreement is sufficient if in writing and sent to a party by certified or registered mail, postage prepaid, addressed as shown below:

Developer:	Springville:
_____	Mayor
_____	Springville City
_____	110 South Main Street
_____	Springville, Utah 84663

A party may change the address for notice to it by giving a notice pursuant to this paragraph. Notwithstanding anything herein to the contrary, notice to Developer of any amount due under this Agreement shall also be sufficient if given by facsimile transmission, telegraph, telephone, or personally, orally, or in writing, to an address, location, or person reasonably likely to provide actual notice to Developer.

13. **Future Action.** Nothing in the Agreement shall limit the future exercise of the police power by Springville in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement.

14. **Invalid Provisions.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision of this Agreement. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall remain in full force and effect.

15. **Waiver.** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions contained herein, or the waiver of any breach of any of the term and conditions contained herein, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver has occurred.

16. **Entire Agreement.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

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

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

SPRINGVILLE CITY

ATTEST:

City Recorder

BY: _____

ITS: _____

STATE OF UTAH)

: SS.

COUNTY OF UTAH)

On the _____ day of _____, 2019, personally appeared before me, _____, signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

DEVELOPER

By:

Title:

STATE OF UTAH)

: SS.

COUNTY OF UTAH)

On the _____ day of _____, 2019, personally appeared before me, _____, signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

Exhibit A

(Description of the Property)

Exhibit B



STAFF REPORT

DATE: May 2, 2019
TO: Honorable Mayor and City Council
FROM: Troy Fitzgerald, City Administrator
SUBJECT: RESOLUTION CONCERNING THE PURCHASE OF PROPERTY FROM SUVSWD

RECOMMENDED MOTION

A Motion to Approve Resolution # _____ authorizing the Mayor to enter into a real estate purchase contract with SUVSWD in accordance with the terms and conditions set forth therein.

ROLL CALL VOTE.

SUMMARY OF ISSUES/FOCUS OF ACTION

Should Springville City increase purchase up to 8 acres of property from the South Utah Valley Solid Waste District (SUVSWD) on the southeast corner of their property in Springville?

BACKGROUND

SUVSWD has recently determined to move their operations to Spanish Fork. Part of the strategy to make this move cost effective is to liquidate the District's property in Springville, Utah. SUVSWD has indicated a willingness to sale their property without actively marketing the property.

SUVSWD has received an offer to purchase the property. The Springville City Council and staff believe that the property has a higher value and potentially better uses than has been exhibited at the current time.

Springville City has also liquidated most of its surplus property and has significant reserves in the bank that are being held for corporate purposes including the purchase of property.

CITY COUNCIL MEMORANDUM

DISCUSSION

SUVSWD has received a written offer from the City Administrator concerning eight acres of SUVSWD property. As their board considers what to do with the property, SUVSWD has asked the City to commit to something more binding than an email from the City Administrator.

The attached Resolution would commit the City to purchase up to 8 acres of property for \$2,000,000 subject only to verifying title and that the property is environmentally clean. Closing would be schedule shortly after a 45 day due diligence period.



In return, the SUVSWD board would need to resolve that selling a portion of the property without marketing it is in the best interest of the District. The District would further commit that the money from the sale would be used to fund the building of a new transfer facility outsider of the City.

The Resolution would allow the Mayor to sign a subsequent contract without further Council action. The Council would eventually need to amend the budget to bring reserves forward into the budget.

ALTERNATIVES

Decline to purchase the property.

The Council can also change the terms of the Resolution.

Troy K. Fitzgerald

Troy K. Fitzgerald, City Administrator

CITY COUNCIL

Resolution #2019-XX

RESOLUTION TO ENTER INTO A CONTRACT FOR THE PURCHASE OF APPROXIMATELY EIGHT ACRES OF LAND LOCATED ON SOUTH UTAH VALLEY SOLID WASTE DISTRICT PROPERTY IN SPRINGVILLE, UTAH

WHEREAS, the South Utah Valley Solid Waste District (SUVSWD) owns property in Springville Utah; and

WHEREAS, SUVSWD has plans to build a new facility in Spanish Fork; and

WHEREAS, both SUVSWD and Springville City desire to maximize the sale price of the property for the benefit of both entities; and

WHEREAS, Springville City is willing to purchase up to eight (8) acres of the property known as parcel number **23:027:0082**.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of Springville, Utah hereby authorizes the Mayor to execute a real estate purchase contract subject to the conditions and terms set forth herein:

1. The SUVSWD Board determines by resolution that selling a portion of their property without marketing the entire parcel is in the best interest of SUVSWD and that SUVSWD can deliver title to Springville City immediately following closing on the property.
2. The SUVSWD Board will further commit that money received from the sale of this property shall be used for the construction of a new transfer facility outside of Springville, Utah.
3. The contract allows for the purchase of:
 - a. Up to eight (8) acres of property with the parcel number of **23:027:0082** on the southeast corner of SUVSWD property;
 - b. At total price (including all closing costs, rollback taxes, fees and charges) of up to \$2,000,000;
 - c. With up to 45 days to complete a due diligence review of the property to include title and environmental reviews; and
 - d. The contract would not be subject to obtaining any financing.

RESOLVED AND ORDERED this 07th day of MAY, 2019 by the **SPRINGVILLE CITY COUNCIL**.

RICHARD J. CHILD, Mayor

ATTEST:

Kim Crane, City Recorder