

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

- Oct 01 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Oct 08 - Work/Study Meeting 5:30 p.m.
- Oct 15 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Oct 31 - City Safe Halloween Event 3:00 p.m.
- Nov 3 - Daylight Savings Ends

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

- a) Invocation - Councilmember Snelson
- b) Pledge of Allegiance - Councilmember Jensen
- c) Consent Agenda
 1. Approval of minutes for the August 13, 2019 Work/Study meeting and the August 06 and 20, 2019 Regular meetings.
 2. Approval of a Beer License for Seven Eleven, Store #19326J located at 210 North Main Street, Springville, Utah - Aftyn Anderson, Business License Official

3. **DISCUSSIONS/PRESENTATIONS**

- a) Discussion on Community Park Completion - Bradley Neel, Building and Grounds Director
- b) Signage for City Gateway Entrances - Troy Fitzgerald, City Administrator
- c) City Dashboard Discussion - Troy Fitzgerald, City Administrator

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 09/13/2019

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

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





REGULAR AGENDA
SPRINGVILLE CITY COUNCIL MEETING
SEPTEMBER 17, 2019 AT 7:00 P.M.
City Council Chambers
110 South Main Street
Springville, Utah 84663

CALL TO ORDER
INVOCATION
PLEDGE
APPROVAL OF THE MEETING'S AGENDA
MAYOR'S COMMENTS

PUBLIC COMMENT

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

CONSENT AGENDA

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

1. Approval of minutes for the August 13, 2019 Work/Study meeting and the August 06 and 20, 2019 Regular meetings.
2. Approval of a Beer License for Seven Eleven, Store #19326J located at 210 North Main Street, Springville, Utah - Aftyn Anderson, Business License Official

REGULAR AGENDA

3. Consideration of a Resolution that approves a Second Improvement agreement with Wavetronix for site plan improvements, including 1950 West street improvements - John Penrod, Assistant City Administrator/City Attorney

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

4. *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.*

ADJOURNMENT

CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE- POSTED 09/13/2019

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

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

MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, AUGUST 06, 2019, AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN
STREET, SPRINGVILLE, UTAH.

Mayor Pro Tem Jensen presided. In addition to Mayor Pro Tem Jensen, the following were present: Councilmember Christopher Creer, Councilmember Craig Jensen, Councilmember Jason Miller, Councilmember Brett Nelson, Councilmember Michael Snelson, City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle and City Recorder Kim Crane.

Also, present were: Public Safety Director Craig Martinez, Building and Grounds Director Bradley Neel, Power Department Director Leon Fredrickson, Public Works Director Brad Stapley, Operations Manager Rod Oldroyd, Library Director Dan Mickelson, and Museum Director Rita Wright. Excused from the meeting Mayor Richard J. Child.

CALL TO ORDER

Mayor Pro Tem Jensen welcomed everyone and called the meeting to order at 7:00 p.m.

INVOCATION AND PLEDGE

Councilmember Nelson offered the invocation, and Councilmember Creer led the Pledge of Allegiance.

APPROVAL OF THE MEETING'S AGENDA

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

MAYOR'S COMMENTS

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

PUBLIC COMMENT

Mayor Pro Tem Jensen introduced the Public Comment section of the agenda. He asked if there were any requests.

David Johnston asked for a variance ordinance regarding crawl spaces for residential construction. Some commercial development was approved for storage. FEMA rezoned areas as flood zones; his house is now out of the flood zone and is building a new home. He contacted the Building Department and was told it was a blanket statement. He has done testing and geo technical, and feels it should be a case by case basis.

Mayor Pro Tem Jensen recommended he continue to work with the Building Department for a variance.

Penrod, expressed a new Community Development Director will be onboard soon and with his experience it may be a good option for Mr. Johnston to discuss the options.

44 Mr. Johnston reported he has a time crunch of September 01, 2019; building plans have been
submitted and was rejected because of the crawl space. He has done enough testing to show
46 possibility.

48 **CONSENT AGENDA**

- 50 1. Approval of minutes for the July 02, 2019 Work Session and Regular meetings and the July 09,
2019 Work Session meeting.

52 COUNCILMEMBER SNELSON MOVED TO APPROVE THE CONSENT AGENDA AS
WRITTEN.

54 COUNCILMEMBER MILLER SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

56 **REGULAR AGENDA**

- 58 2. **Consideration of the Arts Commission grant award recommendations - Rita Wright, Museum of
Art Director**

60 Director Wright addressed the Council with recommendations from the Arts Commission for
grant awards.

62 Councilmember Miller explained the proposals were given to the Arts Commission and they
have provided recommendations.

64 COUNCILMEMBER NELSON MOVED TO AUTHORIZE FUNDING FOR THE ARTS
ORGANIZATIONS IN THE AMOUNTS AS LISTED IN THE ATTACHMENT. TOTAL GRANTS NOT TO
66 EXCEED \$25,000.

68 COUNCILMEMBER SNELSON SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

- 70 3. **Consideration of an Ordinance and amendment to Springville City Code Section 9-2-110 Street-
Legal All-Terrain Vehicles and Off-Highway Vehicles - John Penrod, Assistant City
Administrator/City Attorney**

72 Penrod explained All-Terrain Vehicle laws have changed a lot over the past 5-10 years. Recently
the State Legislature updated laws regarding street-legal and off-highway vehicles with some changes
74 as recent as May of 2019.

76 The State law tells the City what they can and cannot do. The City Council can repeal the City
ordinance and rely on State law. Penrod recommended the city code reference State code.

78 Penrod reviewed the City's existing code and the different types of All-Terrain Vehicles. He
noted low profile vehicles are not in State code, officers have the ability to address low profile vehicles.
Also, golf carts are not identified as street legal vehicles.

80 Councilmember Snelson suggested adding the exception of using a Type 1 vehicle after a
recent snow fall to clear snow.

82 COUNCILMEMBER NELSON MOVED TO APPROVE **ORDINANCE #17-2019** AMENDING
84 SPRINGVILLE CITY CODE SECTION 9-2-110 (STREET-LEGAL ALL-TERRAIN AND OFF-HIGHWAY
VEHICLES) TO COME IN LINE WITH CURRENT STATE LAWS REGARDING STREET-LEGAL ALL-
86 TERRAIN VEHICLES, ADDRESS UNIQUE VEHICLES AND MAKE CLARIFICATIONS.

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

89 COUNCILMEMBER CREER	ABSENT
90 COUNCILMEMBER JENSEN	AYE
COUNCILMEMBER MILLER	AYE

92 COUNCILMEMBER NELSON AYE
COUNCILMEMBER SNELSON AYE

94 **ORDINANCE #17-2019 APPROVED**

96 4. **Consideration of a Resolution and Interlocal Agreement with Nebo School District for an SRO
Position - Chief Craig Martinez, Public Safety Director**

98 Chief Martinez explained an SRO (School Resource Officer) position has been approved by the
100 Nebo School District for a position in the Springville Junior High School and the Springville Middle
School. The Major Crimes Task Force position will not be filled this year in order to fill the SRO position
and will look at the budget next year for a task force position.

102 Councilmember Nelson asked about if the position covered both schools. Chief Martinez
answered in the affirmative.

104
106 COUNCILMEMBER SNELSON MOVED TO APPROVE **RESOLUTION #2019-28** APPROVING
THE INTERLOCAL AGREEMENT BETWEEN SPRINGVILLE CITY AND NEBO SCHOOL DISTRICT
108 FOR THE SPRINGVILLE POLICE DEPARTMENT TO PROVIDE A SCHOOL RESOURCE OFFICER
(SRO) WHO WILL WORK AT SPRINGVILLE JUNIOR HIGH SCHOOL AND THE SPRINGVILLE
MIDDLE SCHOOL (UPON COMPLETION).

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

112 COUNCILMEMBER CREER ABSENT
COUNCILMEMBER JENSEN AYE
114 COUNCILMEMBER MILLER AYE
COUNCILMEMBER NELSON AYE
116 COUNCILMEMBER SNELSON AYE

RESOLUTION #2019-28 APPROVED

118
MAYOR, COUNCIL REPORTS

120 Mayor Pro Tem Jensen asked if there were any comments. He reviewed the item in work
session regarding speed limits.

122 Clair Taylor, resident; is a teacher at Springville High School, she stated at 1350 East and 900
124 South a stop sign was needed to help with traffic and rear end accidents. She will work with Public
Works Director Stapley.

126 Director Neel informed the council about asphalt maintenance on the West section of the
Evergreen Cemetery. Chip sealing has been done on roads within the City and they are looking at doing
128 this on cemetery roads versus an asphalt replacement. In discussions with Public Works, the cost
would be less and last for approximately 10 years to do a chip seal.

130 **5. CLOSED SESSION**

132 *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
134 property, as provided by Utah Code Annotated Section 52-4-205.*

There was none.

136
ADJOURNMENT

138 COUNCILMEMBER SNELSON MOVED TO ADJOURN THE CITY COUNCIL MEETING AT
7:45 P.M. COUNCILMEMBER MILLER SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD
ON TUESDAY, August 13, 2019 AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,
SPRINGVILLE, UTAH.

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

Also present were: Power Director Leon Fredrickson, Recreation Director Corey Meredith,
Public Works Director Brad Stapley, Building and Grounds Director Brad Neel, Library Director Dan
Mickelson, Operations Manager Rod Oldroyd, Building Official Jason Van Ausdal, Lt. Dell Gordon and
Museum of Art Director Rita Wright.

Excused: Public Safety Director Craig Martinez, Assistant City Administrator/Finance Director
Bruce Riddle, Golf Pro Craig Norman

CALL TO ORDER- 5:30 P.M.

COUNCIL BUSINESS

1. Calendar

- Aug 13 - Springville Municipal Primary Election 7:00 a.m. to 8:00 p.m.
- Aug 20 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Sept 02 - Labor Day Observed (City Offices Closed)
- Sept 03 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Sept 10 - Work/Study Meeting 5:30 p.m.
- Sept 11-13 - ULCT Annual Convention

Councilmember Snelson asked for the City Emergency Day (CERT) Saturday, September 7,
2019 to be added to the calendar.

Administrator Fitzgerald asked if councilmembers wanted to sign up for the ULCT Annual
Convention.

2. DISCUSSION AND PRESENTATIONS

a) Discussion on Infrastructure Opportunities - Troy Fitzgerald, City Administrator

Administrator Fitzgerald started his presentation by addressing questions about starting an
internet utility within the city. He presented a history of past investigations for which included AirSwitch,
Spanish Fork internet and the state legislature changing direction. After AirSwitch went out of business,
Springville City bought their fiber network. He also presented a history of UTOPIA/UIA (Utah
Telecommunications Open Infrastructure Agency or Utah Infrastructure Agency) including cities waiting
for the completion of the project/buildout and massive debt.

Having better access to internet service has been an item that citizens showed interest in
through the city survey. It is a very difficult service for municipalities to provide unless they partner with
UTOPIA/UIA or other providers. In this type of partnership, the municipality would bond for
infrastructure and UTOPIA/UIA would get started building the infrastructure. There is a minor switch
now where UTOPIA/UIA would bond, but the municipality would guarantee bond payment, not
UTOPIA/UIA. UTOPIA/UIA has changed their business model which is looking more attractive,

46 requiring 35% of the households to sign up to make sure it is paid for. Springville City would not get a
47 seat on the board. Administrator Fitzgerald stated his belief that with such a huge investment and
48 guarantee, the city should get a seat on the board. He stated it will take a year and a half to build.
49 Councilmember Snelson asked if UTOPIA/UIA's Roger Timmerman knew why the past cities did not get
50 a higher take-rate. Administrator Fitzgerald said it is a better product and at a better rate, but asked if
51 residents are in the mood to change internet services. Councilmember Nelson asked if there were
52 current numbers from UTOPIA. Administrator Fitzgerald said there are current numbers, but this
discussion is just an investigative report.

53 Councilmember Snelson clarified that the City would pay for the differential, meaning if sign-up
54 gets to 30% the City pays 5%. Administrator Fitzgerald agreed and said the differential would be in the
55 form of a loan from UTOPIA/UIA that would be paid back to the City when they reach 35% buy-in. He
56 confirmed that UTOPIA/UIA is trying to put as many incentives into the contract to make it attractive. If
57 UTOPIA/UIA folds, there is still risk for the City. Councilmember Nelson asked about other companies
58 who install fiber. Administrator Fitzgerald answered there are a number of fiber companies cherry-
59 picking neighborhoods, but none willing to do a full city build scenario. UTOPIA/UIA is the only option
60 for a broad build throughout the city in Utah.

61 Councilmember Snelson asked about financing the backstop. Administrator Fitzgerald answered
62 UTOPIA/UIA has enough revenue to be an acceptable risk to the marketplace especially with the City
63 backing a market-based municipal tax-free bond utilizing their name with the guarantee of the City,
64 similar to when the City backed a UAMPS project. Mayor Child said Lehi is trying to get a citywide
65 network. Administrator Fitzgerald agreed and said Lehi plans to work with American Fork. He
66 speculated that their model is not one we would be interested in because the cities provide the
67 infrastructure and outside entities would pay to provide the back end, like Provo, where residents are
68 still paying an infrastructure fee even if they are not utilizing the internet service.

69 Councilmember Nelson asked to schedule Mr. Timmerman for a work session as well as
70 investigating other fiber companies. He asked Attorney Penrod if he was spearheading this project.
71 Attorney Penrod answered no, but companies contact him for franchise agreements often.
72 Councilmember Nelson said there are some companies that will build the whole city. Administrator
73 Fitzgerald said he would schedule a work session for that discussion. Councilmember Creer said there
74 is a segment of the population that is very afraid of working with UTOPIA/UIA. Administrator Fitzgerald
75 agreed and added there will also be a segment that is excited and the city is not on the hook for bad
76 financial decisions in the past. Councilmember Jensen said it is a quicker uptake model than before.
77 Councilmember Nelson asked for a three-year take rate from UTOPIA/UIA in the next discussion.

78

b) Discussion of Municipal Donation Agreements - Troy Fitzgerald, City Administrator

79 Administrator Fitzgerald said several years ago the legislature passed code preventing
80 municipalities from assigning more than 1% of annual revenue to non-profit organizations. For
81 Springville, that is giving away \$268,000 per year. There are a large number of entities and non-profits
82 that we give money or in-kind service to. In the past, the City entered into contracts with entities like the
83 Miss Springville Pageant for providing goodwill services at groundbreaking and parades in exchange
84 for the value the City provides in scholarships.

85 Nine years ago the city froze the donations/free city services to a set monetary value given to
86 historic users like the Kiwanis Club. Donations in-kind include a free spot for the scone booth at Art City
87 Days, some dates at the museum and pavilions up the canyon with a value of about \$10,000. Three
88 years into the future, as fees increase, due to inflation, those same services will come to be worth
89 \$11,000, which the non-profit would be responsible for paying the difference to the City. Several entities
90 including the Folkfest entered into contracts which expire in 2021. Staff also met with the DUP
91 (Daughter of the Utah Pioneers) and Springville Historical Society. They have no insurance, no
92



94 collection catalog, pure volunteers and no revenue. It will be difficult for many of these entities. The sum
of donations from the city is not close to the \$268,000 maximum.

96 Councilmember Nelson asked if there is cash donated to these organizations. Administrator
Fitzgerald answered there is \$30,000 in Arts Commission donations given away. Mayor Child asked if
98 the cap increases with the budget. Administrator Fitzgerald answered yes; it is 1% of our general fund.
Councilmember Jensen asked if there is a way to calculate the value given back to the City.
100 Councilmember Nelson agreed and said Art City Days offers value and culture to our community. He
asked if each entity could quantify the value they bring to this City.

102 Administrator Fitzgerald said Director Neel reported that the Sons of the Utah Pioneers asked
for space in our parks. Administrator Fitzgerald said there are more entities asking for space and
services because we are growing. He offered to bring more context to the council that shows entities
104 and benefits value. He asked how to quantify the value these entities like the value the DUP gives the
City. He said some of the volunteers are overwhelmed and see unlimited value in their specific entity.
106 He wonders who can report and quantify.

108 Councilmember Nelson said numbers and participation would show value to the City.
Administrator Fitzgerald asked about a certain church using a park in the canyon, why not other
churches. Mayor Child said we need to be a guardian of our past, but sometimes people do not realize
110 the cost. He asked if there could be an endowment fund for these groups. He wondered if the entities
could ask for donations. Administrator Fitzgerald agreed that the groups should step up and take
112 responsibility for their funding. Director Wright said the state is assessing these organizations to discern
if they use city facilities or need to incorporate.

114 Councilmember Nelson asked if the non-profit groups are raising community awareness about
their financial needs. Administrator Fitzgerald answered the DUP is working hard at awareness, but not
116 getting much reciprocation. There are new clubs interested in arts grants, but most cash goes to those
entities with historical agreements.

118 Councilmember Miller said he and Director Wright are looking into these grants. Administrator
Fitzgerald closed his presentation by stating there is a new state law that requires a public hearing
120 associated with grants to charitable organizations. Councilmember Miller stated we need to see what
we are giving out and set a value for the space we provide the entities. He asked for no parking signs
122 on the frontage road.

124 Administrator Fitzgerald discussed traffic near Meadowbrook Elementary, which is included in
the Administrative Reports below.

126 c) Discussion Rap Tax Update - Corey Merideth, Recreation Director

128 Director Merideth gave a quick update on the RAP tax. He is working on a list of people for the
ad hoc committee and should have a list for council to approve by October and plans to get it to the
130 county soon and on the 2020 ballot. Councilmember Nelson said do not let time go by. Councilmember
Jensen said to have it go toward something specific. Director Merideth plans to strategize with Director
Wright and Director Neel to plan for the publicity of the RAP tax. Administrator Fitzgerald stated the
132 Council approves the ad hoc committee by ordinance.

134 Director Meredith reported that Penn Almoney leaves September 7, 2019.

136 3. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

138 Administrator Fitzgerald added a new item concerning school starting on Monday. He stated that
road utilization at the 700 South 950 West intersection is increasing because of the CRC and
Meadowbrook Elementary during school, both vehicular and pedestrian. The principal and PTA
president met with Director Stapley with concerns. Administrator Fitzgerald asked the Council to



140 discuss the timing of converting that intersection to a 4-way stop. Councilmember Miller said the road is
142 too narrow for parking on the street.

142 Administrator Fitzgerald said the challenge is that 700 South was built as a local road, narrow
144 and designed to slow vehicles down. Recently 700 South was changed to a minor collector in the
146 Master Plan. The roads will need to be increased because of a future middle school on 700 South.
148 Councilmember Jensen noted that currently there are four houses struggling to cross 950 West.
Administrator Fitzgerald agreed and added traffic will increase within two years with the new middle
school which hopefully will have a second access by the time it opens. None the less, because of the
school district choosing this location, the city needs to get 700 South functioning as a minor collector.

150 Councilmember Miller said it is the north-south traffic making it worse for the four houses and
152 asked if a 4-way stop will make it worse. Administrator Fitzgerald answered yes. He continued by
154 stating according to our master plan, minor collector intersections usually have traffic control, but 700
South is not constructed at that size yet. 1200 West, a major collector, will open in a week so there will
be nonstop connectivity on 1200 West. With the number of complaints, staff is approaching council
today when the changes would be necessary within 6 months anyway.

156 Administrator Fitzgerald questioned the safety of adding a 4-way stop this close to school
158 starting. Councilmember Miller noted there is a crossing guard there currently. Administrator Fitzgerald
160 said after the 4-way stop is installed, the crossing guard would be reassigned. Councilmember Nelson
asked Director Stapley if a 4-way stop would improve safety. Director Stapley said the spacing for lights
on 950 West works with the master plan. He suggested we get going on that plan. Mayor Child asked if
Director Stapley suggests a 4-way stop at 700 South and 950 West

162 Councilmember Nelson asked about the benefit. Administrator Fitzgerald answered so east-
164 west traffic can flow through the intersection better. Councilmember Nelson suggested install the 4-way
stop park a police car there, and leaving the crossing guard there until residents are accustomed to the
new stop sign and the pedestrians at school crossing hours. Councilmember Miller suggested
stationing a police officer for half an hour at the beginning and end of the day.

166 Councilmember Creer said no matter, the first week of school traffic will be horrible, so we might
168 want to wait to see if it evens out. If you are scared, put the stop sign in. Administrator Fitzgerald
suggested let's get through the first two weeks. Councilmember Jensen said a crossing guard is
actually more calming. Looking at the master plan, there is a lot of population jammed in there that
cannot get out. Administrator Fitzgerald said 1200 West will help circulation.

172 Councilmember Jensen said we need to look at 700 South especially because of the new
middle school. Administrator Fitzgerald said most kids will be bussing from the east side. He said staff
asked the district for a bigger road on the south side of the middle school.

174 Attorney Penrod added the developer on the south side of the future middle school is meeting
176 with the district about a road and there is also a proposed road along the railroad tracks to the east of
the middle school.

178 **d) Discussion with Department Directors**

180 Recorder Crane gave an update on the election. After 8:00 p.m. tonight, the county will release
182 results and again on Tuesdays and Fridays at 3:00 p.m. until canvas on August 27, 2019. The City
Council needs a quorum to certify the election. Council agreed to meet at 5:30 pm. Recorder Crane
concluded by stating ballots 2757 submitted.

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

- 186 i. Arts Commission minutes from July 23, 2019
- ii. Emergency Preparedness Committee minutes from March 21, 2019

188 **f) Mayor and Council Reports**

190 Councilmember Jensen acknowledged the submitted priorities list for the new Community
190 Development Director, Josh Yost, who starts on August 23, 2019

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

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

198 There was none.

200 **5. ADJOURNMENT**

202 COUNCILMEMBER CREER MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE
202 SPRINGVILLE CITY COUNCIL AT 6:26 P.M.

COUNCILMEMBER JENSEN SECONDED THE MOTION, ALL VOTED AYE.

204
206 *This document constitutes the official minutes for the Springville City Council Work/Study meeting held on*
206 *Tuesday, August 13, 2019.*

208 *I, Jennifer Grigg, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville*
208 *City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate,*
210 *and complete record of this meeting held on Tuesday, August 13, 2019.*

210

212

214

216

Jennifer Grigg
Deputy City Recorder

MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, AUGUST 20, 2019, 2017 AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN
STREET, SPRINGVILLE, UTAH.

Mayor Richard J. Child presided. In addition to Mayor Child, the following were present:
Councilmember Christopher Creer, Councilmember 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 Craig Martinez, Building and Grounds Director
Bradley Neel, Power Generation Superintendent Shawn Black, Building Official Jason Van Ausdal,
Public Works Director Brad Stapley, Library Director Dan Mickelson, and Museum Director Rita Wright.

CALL TO ORDER

Mayor Child welcomed everyone and called the meeting to order at 7:00 p.m.

INVOCATION AND PLEDGE

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

APPROVAL OF THE MEETING'S AGENDA

COUNCILMEMBER NELSON 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.

PUBLIC COMMENT

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

There were none.

CONSENT AGENDA

1. Approval of minutes for the July 16, 2019 Regular meeting.
2. Approval of Surplus Property - Jason Riding, Public Works Streets Superintendent

COUNCILMEMBER SNELSON MOVED TO APPROVE THE CONSENT AGENDA AS
WRITTEN.

COUNCILMEMBER JENSEN SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

REGULAR AGENDA

46 **3. Consideration of a Resolution and Red Mesa Solar Agreement - Shawn Black, Power**
47 **Generation Superintendent**

48 Councilmember Miller asked for information on regarding other entities the Power Department
49 contacted.

50 Superintendent Black stated earlier this year they needed to adjust the power portfolio to cover
51 the inconsistent power from Blue Mountain. He explained the other resources in the portfolio and the
52 (PPA) Power Purchase Agreement, Red Mesa will represent 3.10% of the system.

53 The Power Department has reviewed and determined there was a need to bring additional
54 resources into the resource portfolio as the San Juan Project terminates on June 30, 2022. The Red
55 Mesa Tapaha Solar Project will be a renewable project, with environmental attributes, at a very
56 competitive price over the term of the project that could benefit the City Power resource portfolio to
57 maintain low cost wholesale budgets.

58 Penrod explained how the City entered into a firm supply contact with UAMPS back in 1999. A
59 number of groups within UAMPS and UAMPS enters the contract. In tonight's agreement the Council
60 would be agreeing to the schedule of payments for the project on the city's behalf. UAMPS will vote on
61 it and UAMPS enters the agreement with the group and the City pays their percentage due.

62 Councilmember Creer asked who gets the power first if the output is lower. Penrod replied it was
63 based the percentage. Superintendent Black reported there are provisions in the contract if the market
64 dropped or they did not produce.

65 COUNCILMEMBER JENSEN MOVED TO APPROVE **RESOLUTION #2019-29** AUTHORIZING
66 THE RED MESA TAPAHA SOLAR PROJECT FIRM POWER SUPPLY AGREEMENT, WITH A TERM
67 OF 25 YEARS, STARTING JUNE 01, 2022; FOR THE PURCHASE OF UP TO 3,000-KW OF
68 CAPACITY, OF THE 66,000-KW TOTAL PROJECT CAPACITY.

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

71	COUNCILMEMBER CREER	AYE
72	COUNCILMEMBER JENSEN	AYE
73	COUNCILMEMBER MILLER	AYE
74	COUNCILMEMBER NELSON	AYE
75	COUNCILMEMBER SNELSON	AYE

76 **RESOLUTION #2019-29 APPROVED**

77
78
79 **4. Consideration of a Resolution and agreement with the Deaf and Blind School - John Penrod,**
80 **Assistant City Administrator/City Attorney**

81 Penrod reported Utah's Department of Administrative Services, Division of Facilities and
82 Construction Management ("DFCM") is constructing a Deaf and Blind School immediately south of the
83 Clyde Recreation Center. The proposed agreement will address; 900 South Street Widening, sewer
84 lines, and water shares. The school said there was too much on them regarding development; the
85 power lines were of issue and the sewer line was 1750 lineal feet. A portion of the sewer does not
86 service their property and was taken into consideration. Penrod reviewed details of the agreement. City
87 asked them to increase the road to city standard.

88 Councilmember Nelson asked if part of the sewer could be recouped when other development
89 comes in. Penrod stated it could and possibly be part of impact fees.

90
91 COUNCILMEMBER NELSON MOVED TO APPROVE **RESOLUTION #2019-30** AND AN
92 AGREEMENT BETWEEN UTAH'S DEPARTMENT OF ADMINISTRATIVE SERVICES, DIVISION OF

94 FACILITIES AND CONSTRUCTION MANAGEMENT, WHICH AGREEMENT ADDRESSES PUBLIC
IMPROVEMENTS RELATED TO THE CONSTRUCTION OF THE DEAF AND BLIND SCHOOL BEING
BUILT IMMEDIATELY SOUTH OF THE CLYDE RECREATION CENTER.

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

98	COUNCILMEMBER CREER	AYE
	COUNCILMEMBER JENSEN	AYE
100	COUNCILMEMBER MILLER	AYE
	COUNCILMEMBER NELSON	AYE
102	COUNCILMEMBER SNELSON	AYE

104 **RESOLUTION #2019-30 APPROVED**

106 **5. Consideration of an amending Ordinance #24-2018 regarding a road in the Spring Terrace
Subdivision - John Penrod, Assistant City Administrator/City Attorney**

108 Penrod reported on December 18, 2018, the City Council held a public hearing to determine
whether a portion of a road in the Spring Terrace Subdivision should be vacated. After holding the
public hearing, the City Council found that, in accordance with Springville City Code and State law,
110 there was good cause to vacate the road and neither the public interest nor any person would be
materially injured by the vacation of the road. The City approved Ordinance #24-2018 that allowed the
112 Mayor to sign a street vacation plat to vacate the subject road.

114 Since Ordinance #24-2018 was passed, the applicant has struggled to draft a street vacation
plat for recordation. State Code allows for a street to be vacated by a street vacation plat, an ordinance,
or both. The proposed ordinance amends Ordinance #24-2018 by allowing the portion of the street in
116 the Spring Terrace Subdivision to be vacated through recording an ordinance, not requiring a street
vacation plat. Nothing else in the proposed ordinance has changed from Ordinance #24-2018, including
118 the legal description. When the ordinance is approved it will be recorded at the county and the process
can move forward.

120 COUNCILMEMBER CREER MOVED TO APPROVE ORDINANCE #18-2019 AMENDING
122 ORDINANCE NO. 24-2018 TO ALLOW FOR A PORTION OF A ROAD IN THE SPRING TERRACE
SUBDIVISION TO BE VACATED THROUGH A RECORDED ORDINANCE, INSTEAD OF A STREET
124 VACATION PLAT.

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

128	COUNCILMEMBER CREER	AYE
	COUNCILMEMBER JENSEN	AYE
	COUNCILMEMBER MILLER	AYE
130	COUNCILMEMBER NELSON	AYE
	COUNCILMEMBER SNELSON	AYE

132 **ORDINANCE #18-2019 APPROVED**

134 **MAYOR, COUNCIL REPORTS**

136 Mayor Child asked if there were any comments.

138 **6. CLOSED SESSION**

*The Springville City Council may temporarily recess the regular meeting and convene in a
closed session to discuss the character, professional competence, or physical or mental health of an*

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

142 There was none.

144 **ADJOURNMENT**

146 COUNCILMEMBER JENSEN MOVED TO ADJOURN THE CITY COUNCIL MEETING AT 7:25
146 P.M. COUNCILMEMBER SNELSON SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

148

150

This document constitutes the official minutes for the Springville City Council Regular meeting held on Tuesday, August 20, 2019.

152 *I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County,*
154 *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, August 20, 2019.

156

158

160

Kim Crane, CMC
City Recorder



STAFF REPORT

DATE: September 17, 2019
TO: Honorable Mayor and City Council
FROM: Aftyn Anderson, Business Licensing
SUBJECT: CLASS A BEER LICENSE FOR 7-Eleven Store #19326J

RECOMMENDED MOTION

Motion to APPROVE THE ISSUANCE OF A CLASS A BEER LICENSE TO **7-Eleven Store #19326J**
Located at 210 NORTH MAIN STREET, 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.

7-Eleven Store #19326J is in good standing with the Division of Corporations and Commercial Code. The Registered Principles of this business are Robert Schwerin, President; Alicia E. Howell, Vice President; Alicia E. Howell, Secretary, David A. Seltzer, Treasurer, Rankin Gasaway, Director.



This is an existing convenience store currently selling beer in Springville City. The current business is 7-Eleven Store #19326B. The business is being sold to the 7-Eleven Sales Corporation in October 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 7-Eleven Store #19326B. 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.

Aftyn Anderson
Business Licensing

Attachments

CC: Kim Crane, City Recorder





STAFF REPORT

DATE: September 13, 2019

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

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

RECOMMENDED MOTION

Motion to approve a Resolution that approves a second improvement agreement with Wavetronix that addresses the timing and installation of site plan improvements and occupancy.

SUMMARY OF ISSUES/FOCUS OF ACTION

Wavetronix is in the process of developing a campus for its company in Springville, at the approximate location of 550 North and 1750 West. Wavetronix has received site plan approval for Phase 1 of the development and has started construction on two buildings. Wavetronix's manufacturing building is almost ready to be occupied.

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

BACKGROUND

Wavetronix and the City entered into a prior improvement agreement. The prior improvement agreement contemplated entering into a second agreement to address the pioneering and the installation 1950 West. The proposed second agreement addresses the following:

1. Certificate of Occupancy. It allows for certificate of occupancy for the manufacturing building as long as all life safety issues are addressed; Wavetronix provides an improvement completion assurance to cover any outstanding public

improvements, and all building code requirements for the manufacturing building have been met.

2. 1950 West Improvements. Wavetronix shall not receive a certificate of occupancy for the second building that is currently under construction until all of the Public Improvements are installed or another agreement is entered into. The second building is Wavetronix main office building. If an agreement is not entered into, the 1950 West improvements must be installed within 5 years.
3. 1650 West Improvements. Wavetronix will provide an improvement completion assurance on complete the 1650 West improvements by June 1, 2020.
4. Pioneering Road and UDOT Detention Basin. Wavetronix has been working on and will continue working on getting the property and engineering done to complete the 24-foot-wide pioneering road from 1750 West north of Hobble Creek to Wavetronix's southern border. Wavetronix is also working on moving a UDOT detention basin located adjacent to the south western corner of Wavetronix property for the alignment of 1950 West Street.

FISCAL IMPACT

None



RESOLUTION #2019-XX

A RESOLUTION APPROVING A SECOND IMPROVEMENT AGREEMENT BETWEEN SPRINGVILLE CITY AND WAVETRONIX LLC THAT ADDRESSES THE INSTALLATION OF PUBLIC IMPROVEMENTS RELATED TO PHASE 1 OF THE WAVETRONIX CAMPUS IN SPRINGVILLE.

WHEREAS, Wavetronix LLC is in the process of developing a business campus in Springville City; and

WHEREAS, As part of the Phase 1 Site Plan, Wavetronix is required to construct and install certain facilities, infrastructure and improvements on and about the Property (collectively, the "Public Improvements"), including without limitation, sewer lines, electric lines, storm drain lines, roads, and other facilities or improvements necessary to service the Project and to ultimately dedicate the Public Improvements to the City; and

WHEREAS, Wavetronix has started to construct its buildings prior to completion of installing the Public Improvements. This Agreement is intended to meet the requirements of Section 11-6-120(1) of the Springville City Code, which allows a developer to start construction of a building prior to installing all public improvements as long as the developer includes the public improvements "in his construction plans and sign[s] an agreement with the City that such improvements will be installed"; and

WHEREAS, the parties now desire to enter into the attached agreement that addresses occupancy and the installation of remaining Public Improvements; and

WHEREAS, the City Council finds that the attached agreement is in the best interests of the City.

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

SECTION 1. Agreement Approval. The Agreement, substantially in the form attached as Exhibits A is approved and shall be executed by Springville City. The City Attorney may add exhibits and make and/or agree to minor revisions to the Agreements.

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

PASSED AND APPROVED this 17th day of September, 2019.

By _____
Richard J. Child, Mayor

ATTEST _____
Kim Crane, Recorder

EXHIBIT A

**SECOND IMPROVEMENT AGREEMENT BETWEEN SPRINGVILLE CITY AND WAVETRONIX
LLC THAT ADDRESSES THE INSTALLATION OF PUBLIC IMPROVEMENTS RELATED TO
PHASE 1 OF THE WAVETRONIX CAMPUS IN SPRINGVILLE.**

SECOND IMPROVEMENT AGREEMENT

(Wavetronix Phase 1)

THIS SECOND IMPROVEMENT AGREEMENT (“Agreement”) is effective as of the last signature date below (“**Effective Date**”) and is between City of Springville, a Utah municipal corporation (“**City**”), with its principal offices located at 110 South Main Street, Springville, UT 84663; Hobble Creek Square, LLC, a Utah limited liability company (“**Hobble Creek Square**”), with its principal place of business at 78 East 1700 South, Provo, Utah 84606; AND Wavetronix LLC, a Utah corporation (“**Wavetronix**”), with its principal place of business at 78 East 1700 South, Provo, Utah 84606, collectively “the parties.” Hobble Creek Square and Wavetronix are developing the described project in this Agreement and are collectively, along with any of their successors and assigns, referred to as “Developer.”

BACKGROUND

- A. Wavetronix a company closely related to Hobble Creek Square has received approval to move forward on Phase 1 of its site plan for Wavetronix LLC’s new Springville campus (the “Project”). A copy of the proposed Wavetronix site plan for Phase 1 is attached as Exhibit A (the “Site Plan”).
- B. As part of the Site Plan, Hobble Creek Square is required to construct and install certain facilities, infrastructure and improvements on and about the Property (collectively, the “Public Improvements”), including without limitation, sewer lines, electric lines, storm drain lines, roads, and other facilities or improvements necessary to service the Project and to ultimately dedicate the Public Improvements to the City.
- C. The parties entered into an Improvement Agreement, dated _____, (the “First Agreement”) that addressed the installation of the Public Improvements, including the timing of installing the 1950 West improvements. The First Agreement will be terminated as of the effective date of this Agreement.
- D. This Agreement addresses the timing of the installation of 1950 West and other non-life safety improvements and the certificate of occupancy for the first building.
- E. This Agreement is intended to meet the requirements of Section 11-6-120(1) of the Springville City Code, which allows a developer to start construction of a building prior to installing all public improvements as long as the developer includes the public improvements “in his construction plans and sign[s] an agreement with the City that such improvements will be installed.”

NOW THEREFORE, the parties hereby acknowledge, and intending to be legally bound, agree as follows:

1. **Background Affirmed.** The Parties each certify the correctness and accuracy of the facts recited above and adopt the same as a statement of their principal reasons for entering this agreement.
2. **Prior Agreement.** The Improvement Agreement, dated _____, between Springville City and Hobble Creek Square is hereby terminated except for the requirements and provisions related to Wavetronix's Guarantee Agreement, a copy of which is attached as Exhibit B.
3. **Public Improvements.** Prior to completing construction of all the Public Improvements, pursuant to the First Agreement, Developer has started construction on two buildings: a manufacturing building and the main office administration building. Developer plans to have the manufacturing building completed and ready for occupancy before December 31, 2019. It is anticipated that, when the manufacturing building is ready for occupancy, there will still be outstanding non-life safety Public Improvements that have not yet been completed. This Agreement addresses the timing for occupancy of the manufacturing building and the completion of the outstanding Public Improvements.
 - a. Completion of Public Improvements. Developer shall install all the Public Improvements shown on the site plan and related construction documents with due diligence; in a good and workmanlike manner; in compliance with all applicable laws, statutes, ordinances, resolutions, rules, and regulations; and at Developer's sole cost. The timing for installing the Public Improvements and receiving certificates of occupancy shall be as described below.
 - b. Manufacturing Building Certificate of Occupancy. Developer may receive a certificate of occupancy for the manufacturing building if the following criteria is met:
 - i. Any Public Improvements not installed are not considered life safety improvements needed for the manufacturing building;
 - ii. Developer provides an adequate improvement completion assurance acceptable to City that covers any outstanding Public Improvements; and
 - iii. All building code requirements for certificate of occupancy are met for the manufacturing building.
 - c. Administrative Offices Certificate of Occupancy. Developer shall not receive a certificate of occupancy for the main office administration building until Developer completes any and all Public Improvements required for the Project.
 - d. 1650 West Public Improvements. The parties agree that the 1650 West Public Improvements shown on the Site Plan shall be installed by June 1, 2020. Prior to Developer receiving a certificate of occupancy for the manufacturing building, Developer shall provide City with an improvement completion assurance in a

form acceptable to City for the 1650 West Public Improvements to guarantee that the 1650 West Public Improvements will be installed by June 1, 2020.

- e. 1950 West Public Improvements. As shown on the Site Plan, Developer is required to install a 72-foot width collector road along the west side of the Project, which road is named "1950 West Street." As stated in the First Agreement, the parties may, if mutually agreed upon, enter into another agreement that addresses the timing of the installation of the 1950 West Public Improvements, which may include a pioneering road from the Project to 1000 North. Absent such an agreement, Developer shall install the 1950 West Public Improvements prior to Developer receiving a certificate of occupancy for the main office administration building or within five years of the date of this Agreement, whichever comes first.
- f. Pioneering Road. The parties have been in several discussions regarding the installation of a 24-foot wide pioneering road that would be installed in accordance with City's street ordinance, regulations, standards and specifications and would connect the Project from the Project to 1000 North. The parties have been working together to obtain property from the State and others for the pioneering road. However, all costs associated with the purchase of property shall be paid for the pioneering road, if constructed, shall be paid for by Developer.
- g. UDOT Detention Basin. Developer is and shall work out a solution with the Utah Department of Transportation ("UDOT") regarding UDOT's detention basin located adjacent to the south western border of the Site Plan that will allow 1950 West to continue south from the Project in compliance with City's Transportation Master Plan.
- h. Joint and Several. Hobble Creek Square and Wavetronix as Developer under this Agreement agree that they shall be and are jointly and severally liable for, and absolutely and unconditionally guarantee to City the prompt payment and performance of, all obligations, responsibilities, duties and promises of Developer in this Agreement. Neither the bankruptcy, insolvency, dissolution, merger, consolidation, or reorganization nor the cessation of business or corporate existence of one of either Hobble Creek Square or Wavetronix shall affect, impair, or diminish the obligations under this Agreement of the company other company. In the event that either Hobble Creek Square or Wavetronix agree between themselves as to which of them will be responsible for some or all of the obligations of Developer under this Agreement, any such agreement between Hobble Creek Square and Wavetronix shall not diminish to any extent the joint and several liability of both companies as stated herein.
- i. Guarantee of Performance. As part of Springville City ordinances, Developer is required to provide an improvement completion assurance for the Public Improvements in order to start construction of buildings prior to completing the Public Improvements. Based on Developer not being able to receive any certificate of occupancy for the main administration building until Developer completes all of the Public Improvements or has worked out another agreement with City that addresses the timing of the installation of the 1950 West Public

Improvements, pursuant to Section 14-5-202 of the Springville City Code, City accepted the guarantee from Wavetronix attached as Exhibit B as part of the First Agreement as an improvement completion assurance for the Public Improvements. The parties agree that the guarantee that was executed as part of the First Agreement shall remain in full force. Developer recognizes that City may not accept the guarantee as an improvement completion assurance in future agreements and dealings with City.

- j. City Land Use Regulations. This Agreement only governs the timing of the installation of the Public Improvements. Developer is required to follow all ordinances in the Springville City Code, including, but not limited to, improvement warranty, insurance, land use, site plan approval and inspection requirements.

4. **Miscellaneous.**

- a. Notices. Any notice which is required or which may be given pursuant to this Agreement is sufficient if in writing and given by hand-delivery or sent to a party by (i) certified or registered mail, postage prepaid, or (ii) nationally recognized overnight carrier (*e.g.* FEDEX), addressed as first set forth above. A party may change the address for notice by giving a notice pursuant to the other party of the address change.
- b. Indemnity. Developer agrees to indemnify, release and defend City with Counsel of City's choice, and hold City, 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, (ii) any claim or action related to the installation of the Public Improvements or breach of this Agreement, (iii) any negligent or defective construction of any part of the Public Improvements during construction thereof, and from completion of such construction until that date which is one (1) year after the acceptance of the Public Improvements by the City; and (iv) liens or claims on the Public Improvements by any persons providing materials and/or services related to such Public Improvements on behalf of or at the request of Developer.
- c. Authority and Authorization. Developer hereby represents and warrants to City that the execution and delivery of this Agreement by Developer and the performance of the terms hereof by Developer, have been duly authorized through proper action and, upon full execution hereof, this Agreement will be binding on and enforceable against Developer.
- d. Future Action. Nothing in the Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement; provided, however, that subject to Developer's performance of its obligations hereunder, Developer shall have the vested right to develop the Project.
- e. Other Laws. Developer may be responsible to fulfill other federal, state and local laws, including, but not limited to Workers Compensation and Occupational

Safety and Health Administration regulations. Developer agrees to comply with all laws during construction of the Project and Public Improvements.

- f. Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which shall not be unreasonably withheld. This Agreement shall be binding on all successors and assigns of Hobble Creek Square and/or Wavetronix.
- g. Attorney Fees. In the event this Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney fees and all costs of enforcement of the non-breaching party.
- h. Severability. Should any portion or paragraph of this Agreement be declared invalid or unenforceable, the remaining portions or paragraphs of the Agreement shall remain valid and enforceable.
- i. Modification. Modification of this Agreement shall only be effective if agreed upon, in writing, and approved by the City Council and Developer.

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

Springville City

Authorized Signature

Printed Name

Title

Date

Attest:

Kim Crane, City Recorder

Wavetronix, LLC

Hobble Creek Square, LLC

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A
WAVETRONIX SITE PLAN

EXHIBIT B

GUARANTEE AGREEMENT

THIS GUARANTEE AGREEMENT (“Guarantee”) is effective as of the ____ day of December, 2018, (“**Effective Date**”) and is between City of Springville, a Utah municipal corporation (“**City**”), with its principal offices located at 110 South Main Street, Springville, UT 84663 and Wavetronix LLC, a Utah corporation (“**Wavetronix**”), with its principal place of business at 78 East 1700 South, Provo, Utah 84606, collectively “the parties.”

BACKGROUND

1. The parties entered into that certain Improvement Agreement, dated December ____, 2018 (the “Improvement Agreement”).
2. As part of the Improvement Agreement, Wavetronix agreed to enter into this Guarantee to allow Wavetronix to move forward with constructing structures on the Wavetronix campus prior to Wavetronix installing all required Public Improvements.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the promises, covenants, representations and warranties hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. All terms not defined in this Guarantee shall have the same terms as defined in the Improvement Agreement.
2. Wavetronix irrevocably, absolutely, and unconditionally guarantees to City that Wavetronix will construct and install all of the Public Improvements required to be installed as required by Wavetronix’s approval of Wavetronix’s Phase 1 Site Plan and as shown on the site plan and related construction documents with due diligence; in a good and workmanlike manner; in compliance with all applicable laws, statutes, ordinances, resolutions, rules, and regulations; and at Wavetronix sole cost.
3. Wavetronix waives any and all claims and lawsuits now known or hereafter known against or in any way relating to having to construct and install the Public Improvements as required under Paragraph 2.
4. This Guarantee is a continuing guarantee of specific performance. However, in the event that City elects to collect payment in lieu of Wavetronix installing the Public Improvements, City may require Wavetronix to pay City an amount of

money that City determines to be an appropriate amount to install the Public Improvements, which amount shall not be less than \$500,000. City may enforce this Guarantee without first pursuing any other right or remedy. This Guarantee remains enforceable regardless of any defenses that Wavetronix may assert, including but not limited to, failure of consideration, breach of warranty, fraud, statute of frauds, bankruptcy, lack of legal capacity, statute of limitations, lender liability, accord and satisfaction, and usury. If foreclosure or other remedy is pursued, only the net proceeds, after deduction of all charges and expenses, shall be applied to the amount due to install the Public Improvements.

5. If City is required to enforce this Guarantee, Wavetronix shall reimburse City for all expenses incurred in connection with enforcement including, without limitation, reasonable attorneys' fees.
6. No provision of this Guarantee shall be construed to amend the obligations and responsibilities of Wavetronix under this Guarantee or the Improvement Agreement.
7. Wavetronix acknowledges that Wavetronix has adequate means to fulfill Wavetronix's obligations and responsibilities required of Wavetronix under this Guarantee.
8. All rights and remedies of City under this Guarantee are cumulative and are in addition to other rights and remedies City may have in law and/or equity. This writing is a complete and exclusive statement of the Guarantee Agreement between the parties. No course of dealing, course of performance, trade usage, or parole evidence shall be used to modify its terms. This Guarantee shall inure to the benefit of and may be enforced by City and shall be binding upon and enforceable against Wavetronix and the legal representatives, heirs, successors and assigns of Wavetronix. This Guarantee shall be governed by the laws of the State of Utah, and the parties consent to the jurisdiction of the Courts of the State of Utah to adjudicate any disputes arising hereunder.

IN WITNESS WHEREOF City and Wavetronix, each has executed this agreement as of the date written above.

WAVETRONIX, LLC

BY: _____

TITLE: _____

STATE OF UTAH)

:SS.

COUNTY OF UTAH)

On the ____ day of December, 2018, personally appeared before me _____, the signer on behalf of Wavetronix LLC of the foregoing Guarantee Agreement who acknowledged to me that he read and understood its contents and voluntarily signed it on behalf of Wavetronix LLC.

_____ Notary Public

Residing at: _____

My Commission Expires: _____

SPRINGVILLE CITY

BY: Richard J. Child
Title: Mayor

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

On the _____ day of December, 2018, personally appeared before me Mayor Richard J. Child, the signer on behalf of Springville City Corporation of the foregoing Guarantee Agreement, who acknowledged to me that he read and understood its contents and voluntarily signed it on behalf of Springville City Corporation.

_____ Notary Public

Residing at: _____

My Commission Expires: _____