



REGULAR AGENDA
SPRINGVILLE CITY COUNCIL MEETING
APRIL 07, 2020 AT 7:00 P.M.
ELECTRONIC MEETING

NOTICE OF ALL-ELECTRONIC MEETING to minimize the potential spread of COVID-19, and as authorized by Utah Governor Gary Herbert's March 18, 2020 Executive Order #2020-05, the Springville City Council will conduct an all-electronic Council Meeting beginning at 7:00 p.m. on Tuesday, April 07, 2020. There will be no public access to the Springville City Council chambers. Those desiring to join the meeting must do so electronically.

To participate by computer, tablet or smartphone click the below link.

<https://zoom.us/j/4709434151>

If you are unable to participate online, you can listen to the meeting over the phone. Instructions can be found at <https://www.springville.org/agendas-minutes/>

CALL TO ORDER

APPROVAL OF THE MEETING'S AGENDA

MAYOR'S COMMENTS

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 February 18, 2020 Regular Council meeting and the March 03, 10 and 13, 2020 Work Study meetings.
2. Approval of the Mayors Re-Appointments of Karen Ellingson and Michael Farrer to the Planning Commission
3. Approval of the Mayors appointments of Linda Sumsion, Bob Harmer, Luis Guteirrez to the Hardship Committee
4. Approval of an Ordinance and amendment to Springville City Code Section 5-14-102-(2)(d) Hardship Committee - Bruce Riddle, Assistant City Administrator/Finance Director

REGULAR AGENDA

5. Consideration of a Resolution approving a property purchase agreement for 2.0 acres of property from Suburban Land Reserve for a detention basin along 1200 West in Springville, Utah - John Penrod, Assistant City Administrator/City Attorney
6. Consideration of a Resolution with Nebo School District that provides Springville City's commitment to work with the District on property issues related to building the new Springville High School - John Penrod, Assistant City Administrator/City Attorney

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

9. 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 04/03/2020

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,
2 FEBRUARY 18, 2020 AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,
4 SPRINGVILLE, UTAH.

6 **Presiding and Conducting:** Mayor Richard J. Child

8 **Elected Officials in Attendance:** Liz Crandall
Craig Jensen
10 Patrick Monney
Matt Packard
12 Mike Snelson

14 **City Staff in Attendance:** City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney
John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane,
16 Public Safety Director Craig Martinez, Building and Grounds Director Bradley Neel, Recreation Director
Corey Merideth, Community Development Director Josh Yost, Public Works Director Brad Stapley,
18 Library Director Dan Mickelson, and Museum of Art Associate Director Janessa Van Buren.

20 **CALL TO ORDER**

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

22 **INVOCATION AND PLEDGE**

24 Councilmember Monney offered the invocation, and Councilmember Crandall led the Pledge of
Allegiance.

26 **APPROVAL OF THE MEETING'S AGENDA**

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

32 **MAYOR'S COMMENTS**

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

36 **CEREMONIAL**

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

40 Coordinator Acor presented the Mayor's Awards for February. Assisting her was Councilmember
Snelson. The recipients for February were; Susanna Richardson, 12th grade Merit Academy; Carter
42 Nilsson, 5th grade Sage Creek Elementary; Braxton Johnson, 4th grade Sage Creek Elementary; Rosalie
Castaneda, kindergarten Meadow Brook Elementary; Andrew Johnson, 4th grade Meadow Brook
44 Elementary; Laila Ludvigson, 1st grade Meadow Brook Elementary; and Yumi Jung, 3rd grade Meadow
Brook Elementary.

PUBLIC COMMENT

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

48 Linda brown, resident; gave a letter to each council member. She read from the letter regarding the Allen's property at 400 South Main.

50 Tammy Israelson, resident; she spoke on the Allen's property. She asked if any other proposals had been received, she saw signs of the meeting with residents and would like to know how citizens felt. She was also concerned about traffic on 400 South.

52 Jeff Kroneberger, resident; explained on 400 North Main going out of the city it is zoned CC with Highway Commercial. He owns land in the area and in talking to other landowners along the zone they have been struggling on how to develop the area. He asked if a group could be brought together with property owners and city officials and discuss what can be done. Attorney Penrod replied the area is on planning priorities lists and a Brigham Young University class is currently conducting a study and suggested he talk with Director Yost.

54 Louann Packard, resident; expressed she likes Springville the way it is. She was concerned about the Allen's property, along with traffic and parking; stating there is currently a parking issue. Since the Allen's store closing traffic has increased, multi-use will only increase traffic, additional parking would be needed for assisted living and law enforcement. Main street consists of unique and growing businesses, was there any way to avoid more traffic at one of the busiest intersections in town.

60 Tim Parker, resident; he provided information to the council previously. He referred to city code and referenced conflicting ordinances 26 and 27 and asked if they have been changed. He stated he believes the council should look for citizens welfare, it appears to favor one business owner not the citizens. The storing of equipment and materials is violating the buffer zone.

62 City Administrator Fitzgerald reported on the questions regarding the Allen's property, currently there had been no submission for development, all is speculation. A request for a zone text amendment had been made for some changes in uses and design criteria. It is expected the council will revisit item in March.

72

CONSENT AGENDA

74 2. Approval of minutes for the January 14, 2020 Work Study meeting and the January 28, 2020 Budget Planning meeting

76 3. Approval of the Mayor's appointments of Andrew Bird, Kurtt Boucher, Jonathan Duncan and Jeffrey Hardy to the Active Transportation Ad Hoc Committee

78

COUNCILMEMBER PACKARD MOVED TO APPROVE THE CONSENT AGENDA AS WRITTEN.

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

82

PUBLIC HEARING

84 4. **Public Hearing to consider a Resolution entering into a lease with option to purchase regarding the Rivoli Theater located at 254 South Main Street, Springville, Utah - John Penrod, Assistant City Administrator/City Attorney**

86 Penrod explained a public hearing was required for such a sale. A similar agreement was proposed a couple years ago and a similar agreement was before the council tonight.

88 He gave a brief history of events. In early 2008 the City purchased the Rivoli building for approximately \$335,000. At the time there was not much use of the building and the city was looking at it for recreation program use. Since that time, the City has been unable to raise sufficient funds to renew the facility and

92 reopen the theater. However, the City also would like to see the facility function as a theater. The City
93 does not want to see this asset lost.

94 In 2017, Infinity Rising, LLC led by Melissa Cannon provided a proposal wherein Infinity Rising,
95 LLC agreed to lease the Rivoli for \$1,500 per month and pay a \$15,000 option payment, giving Infinity
96 Rising the option to purchase the property for \$335,000. Infinity Rising's proposal was the first proposal
to put a significant down payment associated with the offer.

98 After entering into the first lease with option to purchase agreement, Infinity Rising paid the
\$15,000 option payment and approximately \$15,000 in monthly rental payments. Infinity Rising then had
100 some issues arise, requiring it to step back from continuing to lease the Rivoli. Recently, Infinity Rising
has proposed a shorter lease agreement with option to purchase, which option would be up in August
102 2020. There are no restrictions it has to operate as a theater and could transition into another use.

Councilmember Crandall asked what uses were allowed. Penrod explained it was within the Town
104 Center zone.

106 MAYOR CHILD OPENED THE PUBLIC HEARING. No public comment was received.

108 COUNCILMEMBER SNELSON MOVED TO CLOSE THE PUBLIC HEARING.
COUNCILMEMBER JENSEN SECONDED THE MOTION. AND ALL PRESENT VOTED AYE.

110
112 COUNCILMEMBER MONNEY MOVED TO APPROVE RESOLUTION #2020-06 REGARDING
THE SECOND LEASE WITH OPTION TO PURCHASE AGREEMENT FOR THE RIVOLI THEATRE
LOCATED AT 254 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

114 COUNCILMEMBER PACKARD SECONDED THE MOTION. THE VOTE IS RECORDED AS
FOLLOWS:

116	COUNCILMEMBER CRANDALL	AYE
	COUNCILMEMBER JENSEN	AYE
118	COUNCILMEMBER MONNEY	AYE
	COUNCILMEMBER PACKARD	AYE
120	COUNCILMEMBER SNELSON	AYE

RESOLUTION #2020-06 APPROVED

122

REGULAR AGENDA

124 5. **Consideration of an Ordinance amending the official zone map applying the Materials Processing
and Storage Overlay Zone to property located at 2120 South State Street and identified by Parcel
126 #26:054:0054 - Josh Yost, Community Development Director**

Mayor child excused himself from the meeting due to owning property in the area.

128

COUNCILMEMBER CRANDALL MOTIONED TO APPOINT CRAIG JENSEN AS MAYOR PRO
130 TEM.

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

132

Director Yost explained the area where the Materials Processing proposed use was being sought.
134 He explained the overlay zone and the business licensing requirement. The ordinance on business
licensing supersedes the overlay.

136 Penrod explained the zoning ordinance is a land use regulation, it is vested until use is changed
or abandoned. 1000 ft in land use and 600 ft in business license requirement.

138 Yost reported on the area where the overlay zone was applicable. He clarified there are other
uses and it only applies to the materials processing.

140 Councilmember Snelson observed the site while crushing was being processed and did not see
an issue with noise or dust, an airplane flew overhead and was noisier than the crusher.

142 Councilmember Monney asked about dust when trucks are coming into and leaving the site. Yost
there are requirements in the business license regarding dust and storm water protection plan. The city
144 has a SWIPP inspector and nuisance officer.

Councilmember Crandall asked if there were EPA and OSHA regulations. Penrod there are and
146 they are required to follow them.

Yost explained for the specific uses under the zone, measurements would be measured from the
148 exact uses.

Councilmember Jensen commented the Planning Commission voted 5 to 1 on this item with one
150 member absent.

The Planning Commission considered the zone map amendment on January 28, 2020, in which
152 a public hearing was held. Staff recommended that the Planning Commission forward a recommendation
of approval.

The applicant operates a road and highway construction support services company on the subject
154 property. An element of their operations is the crushing and recycling of concrete and other paving
156 materials. In order to accommodate this use, the City Council recently adopted a Materials Processing
and Storage Overlay Zone. The applicant is now requesting that the overlay zone be applied to their
158 property.

160 COUNCILMEMBER SNELSON MOVED TO APPROVE ORDINANCE #03-2020 AMENDING
THE OFFICIAL ZONE MAP BY APPLYING THE MATERIALS PROCESSING AND STORAGE
162 OVERLAY ZONE TO PROPERTY LOCATED AT 2120 SOUTH STATE STREET, SPRINGVILLE, UTAH.

COUNCILMEMBER PACKARD SECONDED THE MOTION. THE VOTE IS RECORDED AS
164 FOLLOWS:

166	COUNCILMEMBER CRANDALL	AYE
	COUNCILMEMBER JENSEN	AYE
	COUNCILMEMBER MONNEY	AYE
168	COUNCILMEMBER PACKARD	AYE
	COUNCILMEMBER SNELSON	AYE

170 ORDINANCE #03-2020 APPROVED

172 Mayor Child returned to the meeting at 8:01 p.m.

174 6. **Consideration of an Ordinance and amendment to the General Plan Land Use Map from Medium
Low Density Residential to Medium Density Residential on the property located at 500 South 300
176 East, Springville, Utah - Josh Yost, Community Development Director**

Yost provided information about the area. The subject property is located within the Historic
178 Center Community in a Medium Low Density Residential General Plan designation and in an R1-8 Zone.
The property is .54 acres (23,522.4 sf) with a frontage length of 126.97 feet. The property currently
180 contains one small single-family dwelling located near the center of the lot. The property is surrounded
by smaller single-family parcels with homes generally located toward the front each lot.

182 Staff recommends denial of a General Plan amendment, didn't think the plan designation was
needed. the R1-5 Zone is consistent with the existing Medium Low-Density General Plan Designation in
184 the area and that no amendment to the General Plan is necessary. The Planning Commission also denied
the General Plan amendment.

186

188 COUNCILMEMBER PACKARD MOVED TO APPROVE ORDINANCE #04-2020 AMENDING
189 THE GENERAL PLAN LAND USE MAP FROM MEDIUM LOW DENSITY RESIDENTIAL TO MEDIUM
190 DENSITY RESIDENTIAL ON THE PROPERTY LOCATED AT 500 SOUTH 300 EAST, SPRINGVILLE
191 UTAH

COUNCILMEMBER MONNEY SECONDED THE MOTION.

192

MOTION FAILED DUE TO NO VOTES CAST.

194

After discussion of the motion, a new motion was cast.

196

197 COUNCILMEMBER JENSEN MOTIONED TO DENY THE PREVIOUS MOTION AND TO DENY
198 AN AMENDMENT TO THE GENERAL PLAN LAND USE MAP FROM MEDIUM LOW DENSITY
199 RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL ON THE PROPERTY LOCATED AT 500 SOUTH
200 300 EAST SPRINGVILLE UTAH

COUNCILMEMBER PACKARD SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.
RECORDED AS FOLLOWS:

202	COUNCILMEMBER CRANDALL	AYE
204	COUNCILMEMBER JENSEN	AYE
206	COUNCILMEMBER MONNEY	AYE
208	COUNCILMEMBER PACKARD	AYE
210	COUNCILMEMBER SNELSON	AYE

208

7. **Consideration of an Ordinance and amendment to the official Zone Map from the R1-8 Single-Family Residential Zone to the R1-5 Single-Family Residential Zone on a parcel located at 500 South 300 East, Springville, Utah - Josh Yost, Community Development Director**

210

211 Yost explained the zone map amendment to be compatible with existing conditions. He described
212 the lot was not wide enough to do a flag lot and the maximum potential would-be two-family homes and
213 not allow accessory apartment.

214

215 COUNCILMEMBER CRANDALL MOVED TO APPROVE ORDINANCE #05-2020 AMENDING
216 THE OFFICIAL ZONE MAP FROM THE R1-8 SINGLE-FAMILY RESIDENTIAL ZONE TO THE R1-5
217 SINGLE-FAMILY RESIDENTIAL ZONE ON A PARCEL LOCATED AT 500 SOUTH 300 EAST,
218 SPRINGVILLE, UTAH.

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

220	COUNCILMEMBER CRANDALL	AYE
222	COUNCILMEMBER JENSEN	AYE
224	COUNCILMEMBER MONNEY	AYE
226	COUNCILMEMBER PACKARD	AYE
228	COUNCILMEMBER SNELSON	AYE

ORDINANCE #05-2020 APPROVED

8. **Consideration of an Ordinance and Amendment to Springville City Code Section 11-4-301, Land Use Matrix, permitting assisted living facilities in the PO-Professional Office and NC-Neighborhood Commercial Zones - Josh Yost, Community Development Director**

230

231 Yost reported on February 19, 2019, the City Council approved an overall amendment to the Land
232 Use Matrix which purpose was to eliminate the large number of conditional uses by permitting or
233 eliminating the various uses. Prior to the amendment, assisted living facilities were a conditional use in
234 the PO Zone and Permitted in the VC-Village Center and NC-Neighborhood Commercial Zones. The

236 amendment completely removed the use from the PO, VC and NC zones. Assisted Living Facilities are
238 currently allowed as conditional uses in the R-MF1 and RMF-2 (Residential Multi-Family) Zones and
permitted in the CC-Community Commercial and HC-Highway Commercial Zone.

240 COUNCILMEMBER PACKARD MOVED TO APPROVE ORDINANCE #06-2020 AMENDING
242 SPRINGVILLE CITY CODE SECTION 11-4-301, LAND USE MATRIX, PERMITTING ASSISTED LIVING
FACILITIES WITHIN THE PO AND NC ZONES.

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

244	COUNCILMEMBER CRANDALL	AYE
	COUNCILMEMBER JENSEN	AYE
246	COUNCILMEMBER MONNEY	AYE
	COUNCILMEMBER PACKARD	AYE
248	COUNCILMEMBER SNELSON	AYE

250 **ORDINANCE #06-2020 APPROVED**

252 **9. Consideration of a Resolution and Budget Amendment regarding the Sewer Fund budget for
capital expenses applying to the Fiscal Year ending June 30, 2020 - Bruce Riddle, Assistant City
Administrator/Finance Director**

254 Director Riddle reported the budget amendment was to appropriate \$60,000 from Sewer Fund
256 reserves to an existing project budget for the repair of a sagging sewer line at 1120 S. 1510 W. The
engineer's estimate which was used to establish the budget for this project was approximately \$60,000
258 less than the lowest bid for the project. Appropriation of reserve funds was necessary to proceed with the
project.

260 Councilmember Snelson asked where the funding was coming from to amend the budget. Riddle
funds are coming from reserves in the sewer fund.

262 COUNCILMEMBER MONNEY MOVED TO APPROVE RESOLUTION #2020-07 OPENING AND
AMENDING THE SEWER FUND BUDGET FOR CAPITAL EXPENSES APPLYING TO THE FISCAL
264 YEAR ENDING JUNE 30, 2020 AS OUTLINED IN EXHIBIT A.

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

268	COUNCILMEMBER CRANDALL	AYE
	COUNCILMEMBER JENSEN	AYE
	COUNCILMEMBER MONNEY	AYE
270	COUNCILMEMBER PACKARD	AYE
	COUNCILMEMBER SNELSON	AYE

272 **RESOLUTION #2020-07 APPROVED**

274 **10. Consideration of a Resolution and Cooperative Agreement with UDOT regarding SR-51 - Brad
Stapley, Public Works Director**

276 Director Stapley reported they have been working with Spanish Fork City and UDOT (Utah
Department of Transportation) regarding SR51 involving traffic signal locations. State Route 51 (SR-51)
278 in Springville City extends from Main Street (US-89) to the southerly border of Springville City where it
enters Spanish Fork. UDOT operates and maintains this section of roadway as a State highway.

280 Access Management Categories are also established, which define minimum traffic signal
spacing, intersection spacing, and access spacing. Current spacing for all traffic signals, intersections,
282 and access points is "grandfathered" should it not meet the proposed Access Management Category

spacing. Reasonable exceptions for new development may be reviewed by both agencies and variances may be granted if approved by both agencies. Staff was making sure it will match with the city master plan. There is some flexibility if changes are needed and in working with UDOT.

COUNCILMEMBER MONNEY MOVED TO APPROVE RESOLUTION #2020-08 AND ENTERING INTO A CORRIDOR PRESERVATION COOPERATIVE AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION.

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

COUNCILMEMBER CRANDALL	AYE
COUNCILMEMBER JENSEN	AYE
COUNCILMEMBER MONNEY	AYE
COUNCILMEMBER PACKARD	AYE
COUNCILMEMBER SNELSON	AYE

RESOLUTION #2020-08 APPROVED

MAYOR, COUNCIL REPORTS

Mayor Child asked if there were any comments.

Councilmember Monney was approached regarding the World Folkfest and would like a discussion. Fitzgerald reported the Folkfest was a historic and cultural scene of the city. Discussions have been had in the past on how to handle historical users. The Folkfest has a contract with the City, the agreement will expire in the next few years. Other historic users have no formal sponsorship or monies.

Fitzgerald addressed some specific questions regarding the Folkfest and use of RAP Tax funds. He explained they are welcome to attend council meetings. No obligation to the city currently. The city provides all that they have committed to provide. The Folkfest asked policy questions regarding advertising the Folkfest with the City. He explained the Folkfest as a private business and follow city policy for this type of entity.

11. CLOSED SESSION

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

There was none.

ADJOURNMENT

COUNCILMEMBER SNELSON MOVED TO ADJOURN THE CITY COUNCIL MEETING AT 8:49 P.M. COUNCILMEMBER PACKARD SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

This document constitutes the official minutes for the Springville City Council Regular meeting held on Tuesday, February 18, 2020. I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on Tuesday, February 18, 2020.

DATE APPROVED: _____
Kim Crane, CMC
City Recorder



MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY, MARCH 03, 2020 AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

Presiding and Conducting: Mayor Richard J. Child

Elected Officials in Attendance: Liz Crandall
Craig Jensen
Patrick Monney
Matt Packard
Mike Snelson

City Staff in Attendance: City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane, Public Safety Director Craig Martinez, Building and Grounds Director Bradley Neel, Recreation Director Corey Merideth, Community Development Director Josh Yost, Public Works Director Brad Stapley, Golf Pro Craig Norman, Operations Manager Rod Oldroyd, Library Director Dan Mickelson, and Museum of Art Director Rita Wright.

CALL TO ORDER

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

COUNCIL BUSINESS

1) Calendar

- Mar 08 - Daylight Savings (Spring ahead one-hour)
- Mar 10 - Work/Study Meeting 5:30 p.m.
- Mar 17 - Work/Study Meeting 5:30 p.m., City Council Meeting 7:00 p.m.
- Apr 07 - Work/Study Meeting 5:30 p.m., City Council Meeting 7:00 p.m.

Mayor Child asked if there were any questions or additions to the calendar. There were none.

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

- a) Invocation - Councilmember Crandall
- b) Pledge of Allegiance - Councilmember Snelson
- c) Consent Agenda
 1. Approval of minutes for the Work Study meeting and Regular meeting on February 04, 2020 and the Work Study Budget Meeting on February 05, 2020
 2. Approval of the Mayor's re-appointments of Travis Ball and Mark Lamoreaux to the Power Advisory Board

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

44 **DISCUSSIONS/PRESENTATIONS**

45 a) **Discussion on zoning procedures - John Penrod, Assistant City Administrator/City Attorney**

46 Penrod gave an overview of land use and zoning. He encouraged the Council to ask questions if
47 they would like more information.

48 Councilmember Packard asked for clarification on needing two councilmember approvals to
49 request something be done. Penrod stated the city has a policy in place where two councilmembers are
50 needed to add information to an agenda.

51 Penrod gave a review of zoning, overlays and text amendments along with procedures of the
52 Planning Commission and process of giving recommendations to the City Council were covered.

53 Penrod explained it would be prudent to review zoning areas and the uses allowed.

54 Councilmember Snelson asked about HB273 and the impact on cities. Fitzgerald remarked it has
55 been a contentious bill, and is proceeding, he explained possible liabilities to cities as it is currently
56 written.

58 b) **City Dashboard - Troy Fitzgerald, City Administrator**

59 Fitzgerald reviewed the City Dashboard, to include measures the city uses to how they are doing,
60 information from the citizens survey is also included. Public Safety has been doing excellent compared
61 to the state average.

62 Councilmember Jensen commented if the city is continually meeting targets, we should look at
63 moving them. Fitzgerald replied it was possible and encouraged the council to give feedback on targets
64 they would like to adjust.

65 Councilmember Jensen suggested looking at household size, as the numbers are over six years
66 old. Fitzgerald explained the information is available from the census and with the new census its likely
67 to have a change in family size.

68

69 **3. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

70 Mayor Child reported he received information for additional committee members for the Rap Tax
71 Ad Hoc Committee, and would like the council to recommend three more people. He asked the council
72 for their feedback on proceeding with a RAP tax.

73 Fitzgerald and Pernod explained the responsibility of the Rap Tax Ad Hoc Committee.

74 Councilmember Packard expressed he doesn't like the idea of increasing taxes and would be for
75 the citizens being able to vote.

76

77 **5) CLOSED SESSION**

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

81 COUNCILMEMBER SNELSON MOVED TO ADJOURN THE WORK STUDY MEETING AT 6:36
82 P.M. AND CONVENE IN A CLOSED SESSION REGARDING PROPERTY.

83 COUNCILMEMBER MONNEY SECONDED THE MOTION. THE VOTE IS RECORDED AS
84 FOLLOWS:

85 COUNCILMEMBER CRANDALL AYE

86 COUNCILMEMBER JENSEN AYE

87 COUNCILMEMBER MONNEY AYE

88 COUNCILMEMBER PACKARD AYE

89 COUNCILMEMBER SNELSON AYE

92 Council returned to the work session at 6:50 p.m.

94 **ADJOURNMENT**

96 COUNCILMEMBER MONNEY MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE
98 SPRINGVILLE CITY COUNCIL AT 6:51 P.M.

98 COUNCILMEMBER CRANDALL SECONDED THE MOTION, ALL VOTED AYE.

100

102

*This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday, March 03, 2020.
I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County,
State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on Tuesday,
March 03, 2020.*

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106

108

DATE APPROVED: _____

Kim Crane, CMC
City Recorder

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MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, MARCH 10, 2020 AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,
SPRINGVILLE, UTAH.

Presiding and Conducting: Mayor Richard J. Child

Elected Officials in Attendance: Liz Crandall
Craig Jensen
Patrick Monney
Matt Packard
Mike Snelson

City Staff in Attendance: City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane, Deputy Recorder Jennifer Grigg, Public Safety Director Craig Martinez, Recreation Director Corey Merideth, Facilities Superintendent Joel Bree, Golf Pro Craig Norman, Community Development Director Josh Yost, Public Works Director Brad Stapley, Power Director Leon Fredrickson, Operations Manager, Rod Oldroyd, Library Director Dan Mickelson, Children's Librarian Lauren Tolman, Teen Librarian Kim Christensen, and Museum Director Rita Wright.

Visitors: President of the Library Board Jonathan Lawrence, Library Board members, Lisa Wiley, and Emily Flinders.

Excused: Building and Grounds Director Bradley Neel

CALL TO ORDER- 5:30 P.M.

COUNCIL BUSINESS

1. Calendar

- Mar 17 - Work Study Meeting 5:30 p.m., City Council Meeting 7:00 p.m.
- Apr 07 - Work Study Meeting 5:30 p.m., City Council Meeting 7:00 p.m.
- Apr 12 - Easter Sunday
- Apr 14 - Work Study Meeting 5:30 p.m.
- Apr 21 - Work Study Meeting 5:30 p.m., City Council Meeting 7:00 p.m.

2. DISCUSSION AND PRESENTATIONS

a) Library Board Annual Report - Dan Mickelson, Library Director

Jonathan Lawrence, President of the Library Board introduced the Library Annual Board Presentation and Director Mickelson. Director Mickelson started his presentation by listing the life-enhancing services of the library mentioned in the City's general plan. From this list, the staff has created five goals over the past few years:

Goal #1 - Collection - Support Springville's passion for reading, personal development, and learning.

Goal #2 - Services and Programs - Spark creativity, promote literacy and empower participants.

Goal #3 - Facility - Be a destination that encourages users to explore, interact, learn, study and gather.

Goal #4 - Community Engagement - Actively seek opportunities to involve and support the Springville community.

46 **Goal #5 - Staff Development** - Provide excellent customer service and reliable knowledge as
we facilitate access to the library's resources.

48 Director Mickelson said a service animal, Winston, is trained to sit with children while they read.
Councilmember Snelson asked where the dog comes from. Children's Librarian Lauren Tolman explained
50 that Winston is a trained service reading education assistance dog from Intermountain Therapy Animals.
He is trained to sit and pay attention. Winston has visited the library once a week for an hour for four
52 years and another service dog named Peaches came for two years before that.

 Director Mickelson continued by showing circulation is up in both print and digital circulation.
54 Digital checkouts have doubled in a few years. The publishers charge more for an e-book than a print
book. Our digital collection has a high cost and high demand. He listed programs like dance classes,
56 classical literature lectures, a coding club for youth, bilingual story time, Teen Night (over 200 teens attend
after hours), and Baby Lap Time. Around 45,000 people attend the programs each year. Staff is trying to
58 provide services for each age group for instance, Baby Lab Time is more about movement and sound
and rhythm than reading.

 He reviewed the facility layout, which is based on a bookstore model. Our library has study rooms,
meeting spaces and offers rental of that space and computer use. Councilmember Jensen asked about
62 speed on the wireless network. Director Mickelson answered a test showed 100 MPs upload and
download speeds. The hardwire connection was around 175 MPs and the wireless system is robust.
64 Councilmember Jensen asked about the stored ladders. Administrator Fitzgerald referred to
Superintendent Bree, who would remove the ladders.

 Director Mickelson said that 4 out of 5 Springville households have a library card and use the
library at least once a year. Staff reaches out to the community and collaborates with other City
68 departments through school visits, the Farmer's Market, classes, lectures, Teen Night, the Latinos in
Action & Centro Hispano, Children's Art Festival at the museum, the Dive-in movie at the CRC, Touch-a-
70 Truck. Our staff is a group of passionate hard-working people. 2019 was a good year for the Springville
Library; voted #1 Library in Utah Valley, awarded Best of State Library and a Quality Designation from
72 the Utah State Library. Our staff is considered leaders in the library community; offering frequent tours of
the library to other librarians and attending professional conferences and presented on topics like teen
74 and tween services, discovery kits and social media.

 Administrator Fitzgerald mentioned the teen/tween programs are spectacular. Director Mickelson
76 answered it's a combination of a great space and great staff. He said that Teen Librarian Kim Christensen
does an amazing job creating a place these kids can call home. The big once a month Teen Nights are
78 where everyone feels welcome. Regular everyday services in the teen area provide a space to interact
and build relationships. Our attendance numbers compare with much larger communities. Teen Librarian
80 Kim Christensen added that the Springville Library was voted the #2 hangout spot in all of Utah Valley.
Councilmember Packard asked how many people come to the library each day. Director Mickelson
82 answered there are over 1000 patrons that visit the library on an average day. In the summer, the average
is closer to 1500-1600 visitors per day.

 Councilmember Packard asked about library patrons who are not Springville residents. Director
84 Mickelson answered anyone is allowed to come to the library. If nonresidents want to access our
collections or the internet, they need to buy a library card. The library cards are free for Springville
86 residents. Nonresidents are charged an annual fee of \$110. Administrator Fitzgerald added that the non-
resident fee is almost equal to the amount of property tax the average Springville family pays for the free
88 library card.

90 Mayor Child said he became a councilmember when the library was being built. When the former
library director, Pam Vaughn, reported how many people were visiting the library he was surprised and
92 happy because honestly, he was not sure we should spend money on the library. Councilmember
Packard added that his brother, Mark Packard was on the Council then and he (Matt) told his brother that
94 the world was going digital. Councilmember Snelson agreed. Now the consensus is, thank goodness we
built this library. Councilmember Snelson stated, "It is not just the building. It is the people!" Council
96 thanked Director Mickelson, Children's Librarian Lauren Tolman, Teen Librarian Kim Christensen, and
the entire staff. Councilmember Packard said "well done."

98
b) **Creek Corridor Preservation - John Penrod, Assistant City Administrator/City Attorney**

100 Attorney Penrod started his presentation with a proposed private footbridge across Hobble Creek;
this item has been discussed since December. Current Springville City Code does not allow a private
102 footbridge to be built across the creek. The current code states:

Section 11-6-130 - Protection of Creek Corridors

104 *Without prior written consent of the Mayor upon approval of the City Council, the owner of
property abutting any creek in Springville shall not:*

106 *(ii) Erect any structure or improvement, including, but not limited to, buildings, fences, bridges,
and parking lots.*

108 *(3) All buildings and structures shall be set back at least fifty feet (50') from the creekside edge .
. . . along creek corridors.*

110 *Definition - Structure - That which is framed, erected, constructed or placed upon the ground; but
not including fences which are six feet (6') or less in height.*

112 Surrounding towns have similar code details except Provo allows bridges. He continued by stating
many property owners are violating this ordinance. Even pouring concrete near the creek is against this
114 current ordinance. Councilmember Monney said he lives on the creek. He noted that some property
owners along the creek have sitting areas, and steps to the creek. He clarified that those improvements
116 are against this ordinance. Attorney Penrod agreed and added even a playset or fire pit in the back yard
that is not 50 feet from the creek is against this ordinance.

118 Attorney Penrod continued by suggesting changing this ordinance because he thinks the fire pits,
steps, and playsets are ok as far as the City engineers are concerned. Before he changed his mind, he
120 proposed moving forward with allowing the private footbridge with these stipulations in a changed
ordinance:

- 122 1. Require an additional easement to accommodate the trail around the bridge.
124 2. Amend the ordinance to allow for bridges within 50 feet of the bank.
126 3. Don't vacate an easement until an alternative solution is determined.
4. If no alternative solution is found, keep the easement for a future trail.

He continued by showing the concerns with the current ordinance including:

- 128
 - Definition of "Structure"
 - No private bridges allowed
 - 130 • What about flooding?
 - What about future property ownership?
 - 132 • What about the recreation and maintenance easement?

134 The proposed language in the new ordinance includes a new definition of structure. If the structure
136 does not require a building permit, it is allowed near the creek. Councilmember Packard asked about
138 liability in a flood and damage to that type of structure while cleaning up the flood. Attorney Penrod
140 answered municipalities have some immunities under the Government Immunity Act allowing the City to
142 manage flooding. He added that if one of these structures is washed down the creek, causing a blockage
144 that floods another private property owner's property, the owner usually calls the City to protect their
146 property. In the past, employees have risked their lives for property, and that concerns Attorney Penrod.
Councilmember Packard asked if the resident who builds a fire pit on the City's easement would know
they are violating the easement without applying for a building permit. Attorney Penrod said homeowners
forget and when they sell the property, the new owners don't usually check for an easement. Some creek
property owners have no easement in their backyard. All creekside property owners want the City
recreation and maintenance easements removed from their property. This last state legislative session
tried to address recreation easements and emanate domain, but the bills did not pass.

148 Attorney Penrod continued by reading a proposed new ordinance, part of which allows for an
150 alternate solution to the recreation easement. He discussed the requirements of the State of Utah
152 including a stream alteration permit which is concerned with protecting aquatic life, wildlife, the natural
154 channel of the stream and the water rights. The City would require a building permit as well. The proposed
156 details of the ordinance were discussed. He stated the state and federal government claim ownership of
158 all water; reasoning that all water belongs to the public. He talked to Chuck Williamson, an engineer with
the Utah Division of Water Rights, who said that if there is a public safety concern, the state can take over
with emergency powers and authority to control streamflow and water release. Director Stapley added
that in a bad flood situation, the state or city can do anything to keep the stream in its channel. Attorney
Penrod added that Utah County may step in with a flood control project or to remove an obstacle
according to state law, but the county is not obligated to step in. The City has flood plain ordinance, zoning
and government immunity to manage flood systems.

160 He showed general images of bridges that cause flooding. When trees grow in the channel in a
162 dry year, then a wet year washed away the trees, the dead trees get hung up against the bridge and the
164 land around the bridge gets flooded. The creek can also try to realign in a high-water year. In the past,
166 property owners have asked City employees to try and save private property, even when it is dangerous.
Councilmember Crandall asked about the property owner's responsibility to keep trees back from the
creek. Attorney Penrod answered the private property owner is responsible to keep trees out of the creek.
Before the previously discussed private property, owner sued the City, employees were helping property
owners. Because of employee danger, liability and lawsuits, the City stopped clearing private property.

168 Attorney Penrod continued by stating during high water it is too hard to remove debris.
170 Councilmember Monney said property owners should clear the debris before the high water even if
172 inconvenient. Attorney Penrod showed a large flood caused by debris piling up next to a bridge.
174 Councilmember Crandall asked about the right of way. Attorney Penrod answered that when there is a
176 flood, property owners call the City. Administrator Fitzgerald said any property owner with a large problem
178 on their property calls the City. As the City grows and liability and risk grow, it is harder and harder to help
residents with private property problems.

174 Back to the footbridge, Attorney Penrod asked what to do when the property owner sells the
176 property. The proposed ordinance adds details about trail easement, ownership of enough property on
178 the other side of the bridge, building permits, and the height of the bridge deck and width. Councilmember
Packard asked why Springville City would make an accommodation for one property owner when we
don't want to. Administrator Fitzgerald answered that this City Council will vote yes or no next week. The

180 previous Council asked staff to study this problem. Councilmember Snelson asked about access to the
owner's Mapleton property. Administrator Fitzgerald said it is a landlocked property. Councilmember
182 Monney asked if the other side of the creek is in Mapleton. Councilmember Packard asked if this
ordinance would allow a dozen footbridges. Attorney Penrod answered yes to both. Mayor Child said this
184 footbridge would create a precedent. Councilmember Snelson asked about the opinion of the Planning
Commission. They were concerned with the high water but suggested going forward with the footbridge.
186 Director Stapley said once the debris is piled up against a bridge, it is too dangerous and difficult because
of the force of the water. Administrator Fitzgerald asked if the Council was inclined to allow the footbridge,
188 this ordinance provides a good basis to allow it. Attorney Penrod would bring changes to the wording of
the ordinance to the Council next week. The final wording change in the ordinance includes all creeks in
190 Springville. Councilmember Crandall asked about other bridges. Attorney Penrod showed the bridges
near Witney Lane. Administrator Fitzgerald and Attorney Penrod looked at the satellite maps of Provo
and Spanish Fork and couldn't find any private bridges.

192
194 c) **Discussion regarding a possible Resolution with Nebo School District - John Penrod, Assistant
City Administrator/City Attorney**
Item was postponed.

196
198 **MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

198 d) **Discussion with Department Directors**
Director Riddle reported about refunding bonds that funded the building of the library while rates
200 are falling this week. Those savings will be passed on to the property owners of Springville City because
their property tax levy will be lower next year. The City will save \$500,000. Director Riddle was
202 complimented.

204 Mr. Norman reported that the golf course opens next week, weather permitting, and a new snack
bar contract will be signed tomorrow.

206 Director Wright, who is a new Springville resident, reported on positive press in the newspapers
and on KUED for the high school show at the museum.

208 Director Yost noted he will be attending training in Provo.

210 Director Fredrickson pronounced the power department great and reported that winter and
summer projects are underway.

212 Director Meredith said staff is receiving an award for the CRC in Saint George for the outstanding
facility of the year.

214 Facilities Superintendent Bree reported that the Buildings & Grounds Department is proactively
switching gears from winter to spring. The landscaping equipment has been inspected at the central shop
and facilities staff are checking all HVAC systems.

216 Director Stapley reported his department has not slowed down. The Bartholomew tank will be
under construction through the summer. Administrator Fitzgerald asked about chlorination. Director
Stapley answered it is chlorinated through the pipe.

218 Chief Martinez mentions an event that may be in the news. A trooper working at the Rio Grande
has been offered a job as well as a former Springville Police Officer.

220 Councilmember Jensen asked about the building fee schedule. He suggested a punch card per
garbage can for yard waste.

222 Councilmember Crandall asked about 1.5 million dollars in revenue at the recreation center.
Administrator Fitzgerald clarified that the Clyde Recreation Center's direct operational costs are around

224 1.6 million dollars so it roughly breaks even with operational costs and revenue being close. Those
226 operational costs do not include the custodial and maintenance costs, which are in a separate budget, or
228 equipment replacement capital savings. The total operational costs are closer to 2.1 million dollars.
230 Neither budget includes the general obligation bond taxes coming in to pay for the construction of the
232 building. Mayor Child added that if it was a private enterprise the operational costs would include water
and power which is provided to the CRC by the City. Councilmember Crandall clarified that the recreation
center does not make money for the City. Administrator Fitzgerald answered the recreation center is not
profitable. Councilmember Packard added that it is losing much less money compared to the old pool.

234 Administrator Fitzgerald concluded by saying this recreation center offers Springville residents an
increased level of service with no increase in operational costs to the residents.

236 Administrator Fitzgerald said staff has been planning for the Coronavirus for six weeks and staff
is monitoring it with state and federal officials and studying the economic threat of closing facilities.

3. MAYOR AND COUNCIL REPORTS

238 There were none.

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

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

246 COUNCILMEMBER MONNEY MOVED TO ADJOURN THE REGULAR MEETING AT 6:50 P.M.
AND CONVENE IN A CLOSED SESSION REGARDING PROPERTY AND LITIGATION.

248 COUNCILMEMBER CRANDALL SECONDED THE MOTION. THE VOTE IS RECORDED AS
FOLLOWS:

250	COUNCILMEMBER CRANDALL	AYE
	COUNCILMEMBER JENSEN	AYE
	COUNCILMEMBER MONNEY	AYE
252	COUNCILMEMBER PACKARD	AYE
	COUNCILMEMBER SNELSON	AYE

254 Council returned at 7:29 p.m.

258 COUNCILMEMBER JENSEN MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE
SPRINGVILLE CITY COUNCIL AT 7:29 P.M.

260 COUNCILMEMBER PACKARD SECONDED THE MOTION, ALL VOTED AYE.

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This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday, March 10, 2020.

I, Jennifer Grigg, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on Tuesday, March 10, 2020.

DATE APPROVED: _____

Jennifer Grigg
Deputy Recorder



MINUTES OF THE EMERGENCY WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON THURSDAY, MARCH 13, 2020 AT 12:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

Presiding and Conducting: Mayor Richard J. Child

Elected Officials in Attendance: Liz Crandall
Craig Jensen
Patrick Monney
Matt Packard
Mike Snelson

City Staff in Attendance: City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, City Recorder Kim Crane, Operations Manager Rod Oldroyd, and Information Services Trevor Bluth.

CALL TO ORDER

Mayor Child welcomed everyone and called the Emergency Work/Study meeting to order at 12:32 PM.

COUNCIL BUSINESS

1) Discussion of Springville’s emergency plan - Troy Fitzgerald, City Administrator

Fitzgerald explained the protocol of an emergency meeting. He briefly covered the City emergency plan and incident management plan. Due to the Coronavirus (COVID19) concerns the senior center has been closed, other public services are open at this time. Staff will be monitoring for possible closures of the Clyde Recreation Center (CRC) and Library. Some events at the Museum of Art are being looked at for cancellation or restrictions. Following the governor’s recommendations any events over 100 possible attendees will be cancelled or rescheduled.

Councilmember Packard asked about length of time. Fitzgerald replied currently there is hope to slow down the virus, it could be two months to six months, but is unknown. Due to very strict restrictions with seclusion, China is slowing, Italy has completely failed, South Korea is slowing, those type of strict restrictions would likely not happen in the US.

2) Discussion of personnel policies - Troy Fitzgerald, City Administrator

Fitzgerald presented on possible budget implications and considerations of offering 24 working hours of COVID19 leave for any circumstances. This would help employees and not having them come to work if they are sick or uncomfortable being in public. It will be available exclusively for the event. There is a need to have essential workers available. He cautioned the no questions asked leave could be abused, it would be available for part time employees and full-time employees.

Fitzgerald explained it may be possible to limit it to days of work, instead of hours. Staff reviewed having more hours available, and came up with 24 hours as a best case. The current policy requires a doctor’s note after three days. This would ease that requirement and allow flexibility to the employee.

44 Fitzgerald gave scenarios to the council; what do we do if facilities are closed, how do we deal
with those losing income. Currently staff is working to prepare for this possibility. There would likely be
46 expenditures, however with facilities closed it would save some revenue. He explained the policy was in
the works and asked if the council agreed to move forward.

48 Fitzgerald reported the State retirement passed a resolution regarding temporary benefits due to
COVID19 is not eligible for retirement benefits.

50 **3) Discussion of City Council meetings - Troy Fitzgerald, City Administrator**

Fitzgerald provided the council with a proposed agenda for next week and asked them to consider
52 how they would like to proceed with upcoming meetings. Electronic meetings would be possible to do key
items and shorter meetings or keep meetings as is or more work sessions. There has been discussion to
54 not require directors to attend meetings if they are not on the agenda.

Councilmember Monney commented there were economic dynamics changing, and could
56 possibly be short term.

Councilmember Packard expressed there could be large numbers of the public on key items.

58 Councilmember Crandall asked about covering work items and discuss items in depth during this
time.

60 Council discussed the possibility of electronic meetings or cancelling meetings. They agreed to
scale down the March 17, 2020 meeting to consent and necessary items, while cancelling the works
62 session. They agreed all Boards and Commission meetings should be cancelled for two weeks.

Fitzgerald mentioned there have been discussions about suspending the power shutoff for a time.
64 Some dollars were available in the hardship fund to help citizens. Directors are coming together to see
how they can help their departments and citizens.

66

4) Council Questions

68 Councilmember Crandall asked about emails coming to councilmembers from the public and
making sure they are getting answered. Fitzgerald explained they can be shared with administration and
70 they will help with processing.

Councilmember Jensen asked about the status of VRBO's. Penrod explained they were looking
72 at an ordinance, currently the City can enforce short term rentals.

74 **5) CLOSED SESSION**

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

78 There was none.

80 **ADJOURNMENT**

82 COUNCILMEMBER PACKARD MOVED TO ADJOURN THE EMERGENCY WORK/STUDY
MEETING OF THE SPRINGVILLE CITY COUNCIL AT 1:43 P.M.

84 COUNCILMEMBER SNELSON SECONDED THE MOTION, ALL VOTED AYE.

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This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Thursday, March 13, 2020.

94

I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on Thursday, March 13, 2020.

98

100

DATE APPROVED: _____

102

Kim Crane, CMC
City Recorder





STAFF REPORT

DATE: April 2, 2020
TO: Honorable Mayor and City Council
FROM: Bruce Riddle, Finance Director
SUBJECT: HARDSHIP COMMITTEE ORDINANCE AMENDMENT

RECOMMENDED MOTION

The Finance Department recommends adopting Ordinance _____ amending section 5-14-102(2)(D) of the Springville City Code removing the requirement for a financial hardship to not persist beyond the month that the application is filed.

SUMMARY OF ISSUES/FOCUS OF ACTION

The Springville City Code (5-14-102(2)(D)) currently contains language that prohibits a resident for applying for hardship funding unless they can demonstrate that, “the financial hardship will not persist beyond the month that the application is filed.” The proposed amendment will remove this language, which relaxes the standard for application, but retains the limitation of one application per year.

BACKGROUND

The existing ordinance language has proven difficult to administer since it is difficult for many applicants to demonstrate that their financial hardship will not persist; therefore, staff is recommending an amendment that would remove this language.

DISCUSSION

While removal of the language will relax the standard for application, staff feels that there are still sufficient protections in place in the ordinance to guard against abuse. The ordinance still contains language that leaves significant authority to administer funds to the Hardship Committee as well as a limit of one application for hardship relief per year.

ALTERNATIVES

The Council has the option of doing nothing and leaving the current ordinance intact with no alterations. The Council could also make changes to the proposed ordinance to reflect a different policy direction from the Council.

FISCAL IMPACT

While the standard for application is slightly relaxed, sufficient limitations in the ordinance exist to prevent any additional fiscal impact.

ORDINANCE #XX-2020

AN ORDINANCE AMENDING SECTION 5-14-102(2)(D) OF THE SPRINGVILLE CITY CODE REMOVING THE REQUIREMENT FOR A FINANCIAL HARDSHIP TO NOT PERSIST BEYOND THE MONTH THAT THE APPLICATION IS FILED.

WHEREAS, the City has an existing ordinance establishing a Hardship Committee to hear and make determinations on a case-by-case basis of applicants who claim an inability to pay a City-imposed fee due to a financial hardship or indigent circumstances; and

WHEREAS, the City Council wants to amend the ordinance language to allow the Hardship Committee to consider any financial hardship and determine qualifications;

WHEREAS, on April 7, 2020, in a public meeting, the Springville City Council found that this ordinance is in the interest of the health and welfare of its citizens.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Springville, Utah that the following sections are hereby amended:

SECTION 1: Section 5-14-102(2)(D) of Springville City Code is hereby amended to the following:

5-14-102 Definitions.

As used in this chapter:

(1) "Applicant" means a Springville resident who files an application to the Hardship Committee requesting financial relief of paying utility fees to the City of Springville due to a financial hardship. An applicant may only file one (1) application for a hardship per calendar year and must have lived within Springville City for at least six (6) months prior to filing his or her application.

(2) "Financial hardship" means an immediate and significant financial hardship experienced by an applicant, leaving the applicant without the financial means to pay his or her utility fees. For a financial hardship to exist, an applicant must show that:

- (a) the financial hardship is due to circumstances beyond the applicant's control;
- (b) the applicant has no other financial means of paying the outstanding utility fees;
and
- (c) there is no other course of action that the applicant could reasonably be expected to take in order to pay the financial hardship;~~and~~.

~~(d) — the financial hardship will not persist beyond the month that the application is filed.~~

SECTION 2. EFFECTIVE DATE: This ordinance shall become effective immediately upon passage and posting.

PASSED, ADOPTED AND ORDERED POSTED by the Council of Springville City, Utah this ___ day of April, 2020.

END OF ORDINANCE

ADOPTED by the City Council of Springville, Utah, this ___ day of April, 2020.

MAYOR J. RICHARD CHILD

ATTEST:

KIM CRANE, CITY RECORDER



STAFF REPORT

DATE: April 3, 2020

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A PROPERTY PURCHASE AGREEMENT FOR 2.0 ACRES OF PROPERTY FROM SUBURBAN LAND RESERVE FOR A DETENTION BASIN ALONG 1200 WEST.

RECOMMENDED MOTIONS

Motion to approve Resolution No. ____ that approves a property purchase agreement to purchase approximately 2 acres of property from Suburban Land Reserve near 1200 West for a detention basin.

BACKGROUND

Springville's storm water master plan requires the construction of a new detention basin near the location of 1200 West on property currently owned by Suburban Land Reserve. A map is attached to this report that shows the location of the needed detention basin. The proposed purchase agreement is to purchase the property necessarily for the property.

The following is a summary of some of the provisions of the Agreement:

- Property. The City will purchase 2.109 acres of property.
- Purchase Price. Purchase price is \$200,300, which is the appraised amount.
- Due Diligence. The City will have a 60-day due diligence period. Public works staff has already performed a lot of due diligence on the property and is anxious to purchase the property. The City will have to indemnify SLR for any damages caused by City during the due diligence period. Also, as long as the City does not terminate the contract during the due diligence period, the property will pass to City in an "as is, where is, with all faults."

- Closing. Closing must occur within 80 days. Title will transfer with a special warranty deed. SLR will pay for a standard title policy. Both parties will share closing cost fees 50/50. The agreement states that Seller will pay rollback taxes.

- Access Easements.
 - Current Access. As shown on the map, there is an access area where SLR and SLR's tenants currently access SLR's property to the west of the future detention basin property. Our public works staff and SLR have been mindful of this access. The property has been increased by 0.1 acres, which is outside of the appraisal price, to allow a public access to continue. The access will go away in the future if it is not used to access the property when SLR's property to the west of the detention basin is developed.
 - Second Access. The detention basin runs the length of approximately three blocks. Both SLR and the City would like to see a second access from 1200 West to SLR's property. The agreement discusses both parties working together to try and make a second access work, if possible.

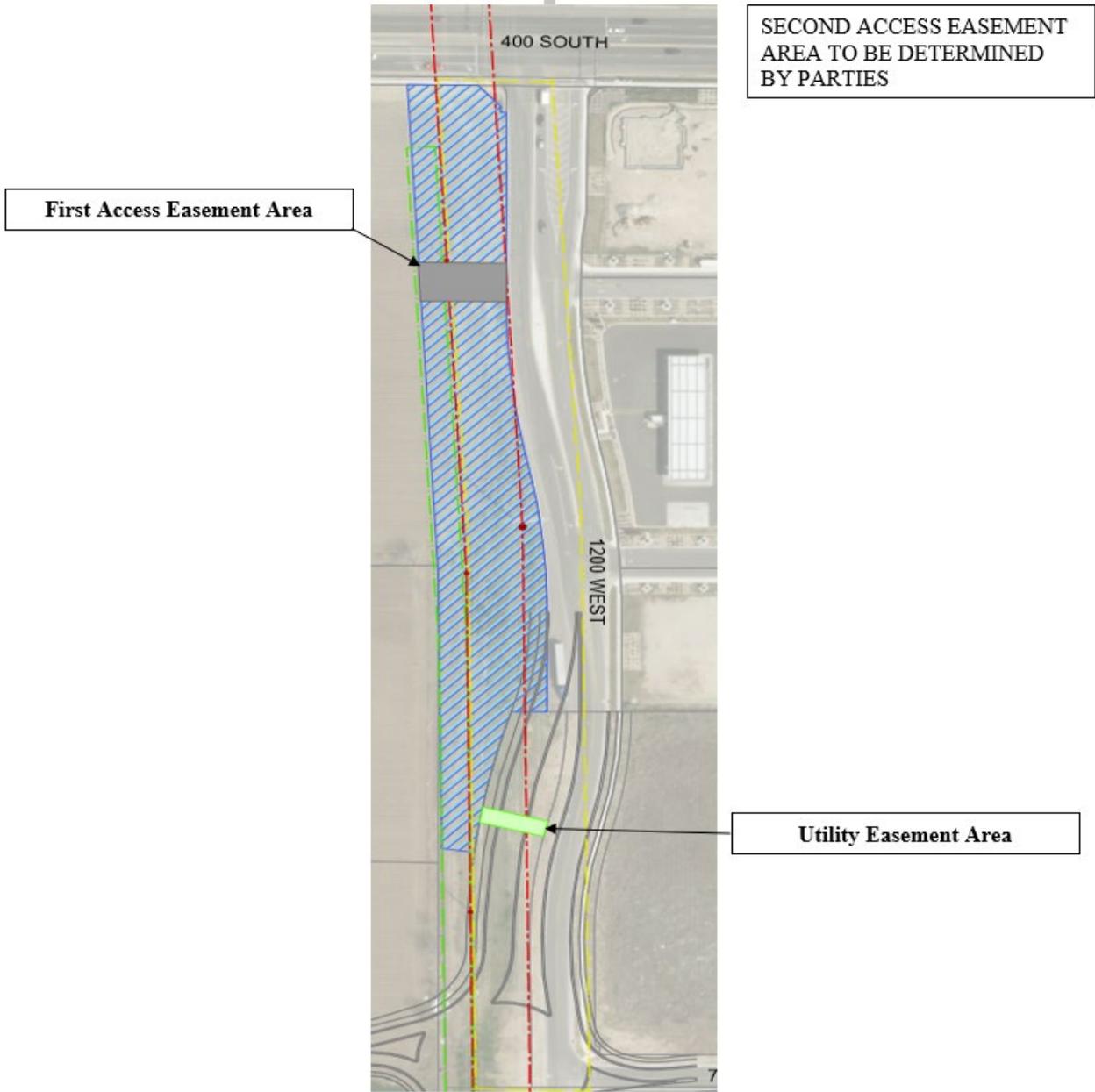
- Storm Water Easement. As shown on the attached map, the City needs a small easement across SLR's property to connect the City's current storm water infrastructure to the detention basin. SLR has a standard easement agreement, which is part of the property purchase agreement, attached as Exhibit C. Staff has been able to negotiate a significant reduction in liability under the easement agreement. However, the City will still be on the hook to pay for any damages it causes in working on SLR property. The location of the easement is within the City's future right-of-way.

FISCAL IMPACT

The City will pay \$200,300 for the detention basin property.

Attachments: Proposed Resolution with Agreement

Detention Basin



RESOLUTION #2020-XX

A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN SPRINGVILLE CITY AND SUBURBAN LAND RESERVE, INC. FOR THE PURCHASE OF 2.109 ACRES OF PROPERTY TO BE USED AS A DETENTION BASIN AND AN EASEMENT FOR STORM WATER INFRASTRUCTURE.

WHEREAS, Springville City’s Storm Water Master Plan requires a detention basin in the area near 400 South and 1200 West (the “Detention Basin”), which property is currently owned by Suburban Land Reserve, Inc. (“SLR”); and

WHEREAS, the attached agreement is a purchase and sale agreement between the City and SLR wherein the City will be purchasing the needed property and an easement for storm water infrastructure from SLR for the purchase price of \$200,300.00; and

WHEREAS, as part of the agreement, the parties will continue to work together to provide public access to SLR’s property to the west of the Detention Basin through a current access area and a possible future access area; and

WHEREAS, after considering this matter in an open meeting on April 7, 2020, the Springville City Council finds that the proposed purchase and sale agreement, including the easement, is necessary for the City to operate and maintain the City’s storm water system and is in harmony and consistent with the City’s general plan, will benefit the City, is in the public interest, and complies with the law.

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

SECTION 1. Agreement Approval. The Purchase and Sale Agreement, substantially in the form attached as Exhibit A, is approved and shall be executed by Springville City. The City Engineer, or his designee, may review, amend and add any necessary exhibits, including legal descriptions. The City Attorney may approve minor revisions to the agreement.

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

PASSED AND APPROVED this ____ day of April 2020.

Richard J. Child, Mayor

Attest:

Kim Crane, City Recorder

EXHIBIT A

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2020 (the “**Effective Date**”), by and between SUBURBAN LAND RESERVE, INC., a Utah corporation (“**Seller**”), and CITY OF SPRINGVILLE, a Utah municipal corporation (“**Buyer**”).

RECITALS

A. Seller is the owner of approximately 2.109 acres of unimproved real property located in the City of Springville, Utah (the “**City**”), which property is legally described on Exhibit A and depicted on Exhibit B attached hereto (the “**Real Property**”).

B. Buyer desires to purchase the Real Property from Seller for development of a detention basin and other city purposes (the “**Intended Use**”).

C. Seller is willing to sell the Real Property to Buyer upon the terms and conditions set forth herein.

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, Seller and Buyer agree as follows:

1. **Purchase and Sale.**

a. **Real Property.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the Real Property and all improvements and structures affixed to and appurtenant to the land, including, without limitation, fixtures, houses, buildings, fences, trees, vines, and crops (collectively, the “**Real Property**”), together with: (i) all easements, rights-of-way, and rights of access appurtenant to the Real Property, and (ii) all appurtenances, permits, licenses, and other rights related to the Real Property (collectively, the “**Property**”). Notwithstanding any language to the contrary herein, no water rights (except for the two water shares of the Springville Irrigation Company as described below), mineral rights or subsurface rights of any kind whatsoever shall be transferred or conveyed to Buyer. Notwithstanding the foregoing, the sale of the Property to Buyer shall include the sale of two Springville Irrigation Company water shares. The two water shares of Springville Irrigation Company, amounts to eight (8) acre feet of water and is needed for the Buyer’s development.

i. **Easements.** The parties agree that the Buyer will provide a non-exclusive public access easement on, over, and across the Property from 1200 West to Seller’s real property located to the west of the Property (the “**Seller Property**”) more particularly described on Exhibit A and depicted on Exhibit B (the “**First Access Easement Area**”). The First Access Easement Area shall terminate at such time as (i) the First Access Easement Area is utilized as a public street; (ii) Seller sells the Seller Property and the proposed development does not need the access; or (iii) the Buyer needs the Access Easement Area for another public purpose. The parties agree that the parties will work together to determine if a second non-exclusive access easement on, over, and across

the Property located north of the planned 700 South roundabout from 1200 West to the Seller Property (the “**Second Access Easement Area**”) will meet required engineering and planning standards. In the event that the Second Access Easement Area does meet engineering and planning standards as determined by Buyer, the exact location of the Second Access Easement Area shall be determined by a mutual agreement between Buyer and Seller. Seller shall provide Buyer a perpetual public utility easement on, over, across, under and through Seller’s property allowing Buyer to connect into the drainage improvements on the Property for the benefit of Seller’s property and other properties to the east of the Property, as more particularly described on Exhibit A and depicted on Exhibit B (the “**Utility Easement**”), and a copy of the Utility Easement is attached as Exhibit C. All of the easements described in this section shall automatically terminate upon dedication of right of way involving any of the easement area to the City of Springville.

The provisions of this Section 1.2 shall survive the Closing and the recording of the Deed (defined herein).

2. **Purchase Terms.**

2.1. **Purchase Price.** The purchase price to be paid by Buyer to Seller for the Property shall be Two Hundred Thousand Three Hundred Dollars (\$200,300.00) (the “**Purchase Price**”).

2.2. **Deposit.** An earnest money deposit of five thousand dollars and 00/100 (\$5,000.00) (the “**Deposit**”) shall be delivered to First American Title Agency, Inc. (the “**Escrow Agent**”) within ten (10) business days after the Effective Date. Except as otherwise provided in this Agreement, the Deposit will be non-refundable to Buyer at the expiration of the Due Diligence Period. At Closing, the Deposit shall apply to, and be credited against, payment of the Purchase Price.

3. **Due Diligence Period.** Buyer shall have until 5:00 p.m. Mountain Standard Time on the date which is 60 days from the Effective Date to perform due diligence on the Property (the “**Due Diligence Period**”).

3.1. **Due Diligence.** During the Due Diligence Period, Buyer may perform (at Buyer’s expense) due diligence on the Property, including, without limitation, review of the Seller Disclosures (defined in Section 3.3), investigation of title, survey, and soils, and perform any non-invasive necessary tests and reports regarding the condition of the Property (the “**Due Diligence**”). Further, Buyer shall obtain approval from its City Council to proceed with this transaction during the Due Diligence Period.

3.2. **License; Indemnity.** Seller hereby grants to Buyer and Buyer’s employees, contractors and agents, upon reasonable notice, a nonexclusive revocable license to enter upon the Property, at Buyer’s sole risk, to conduct Buyer’s Due Diligence during the Due Diligence Period. Buyer will immediately repair any damage to the Property resulting from such entry upon, or testing or inspection of, the Property. To the fullest extent permitted by applicable law, Buyer shall indemnify, defend, save and hold Seller harmless from any losses, costs, expenses, damages, injuries, deaths, causes of action, liens, penalties, fines, and liabilities of any and all kinds whatsoever (including, without limitation, reasonable attorneys’ fees and costs) to the extent caused by the acts or omissions of Buyer and its employees, contractors, subcontractors and agents during and in connection with Buyer’s Due Diligence. The parties hereby acknowledge and agree that Grantee is a governmental entity under the Utah Governmental Immunity Act, Utah

Code Ann., §63G-7-101, et seq. (“UGIA”). Nothing in this Agreement, including without limitation any indemnity obligations, shall be construed as a waiver of any rights, immunities, or defenses otherwise applicable under the UGIA, including the provisions of Utah Code Ann., §63G-7-604 regarding limitation of judgments; provided, however, if any provision of the Governmental Immunity Act conflicts with any provision in this Agreement, the terms and conditions of this Agreement shall control. Buyer shall maintain a Commercial General Liability Insurance Policy with a limit of not less than \$1,000,000.00 each occurrence, covering the activities of Buyer and its employees and agents while on the Property, and naming Seller as an additional insured. A certificate evidencing such insurance and Seller as an additional insured shall be delivered to Seller prior to any entry by Buyer or Buyer’s employees and/or agents onto any portion of the Property. Buyer will cause any of its contractors or subcontractors who perform services relative to this Agreement also to maintain the insurance coverage and provisions listed above. In no event shall Buyer have the right to conduct or permit any intrusive or invasive physical testing at the Property without the additional prior written consent of Seller, which consent may not be unreasonably withheld, except that Buyer shall have the right to conduct a reasonable geotechnical soils analysis including reasonable borings related thereto without Seller’s consent. At Seller’s option, Seller or its representatives may be present for any such inspection, test or study. Buyer shall bear the cost of all inspections, tests and studies and shall promptly restore any damage or displacements caused by physical testing.

3.3. Seller Disclosures. On or before five (5) days following the Effective Date, Seller shall deliver to Buyer: (i) copies of any existing surveys of the Real Property in Seller’s possession, (ii) copies of all leases, drawings, plans, studies, appraisals, records, reports, tests, and other documents relating to the Property in Seller’s possession, (iii) any and all disclosures required to be made by Seller pursuant to any applicable laws, and (iv) other information regarding the Property reasonably requested by Buyer that is in Seller’s possession (collectively, the “**Seller Disclosures**”). Seller Disclosures from independent third parties will be furnished to Buyer “AS IS,” and “WITH ALL FAULTS,” with no warranties or representations of any kind whatsoever from Seller. Buyer’s reliance on, and/or use of, any such Seller Disclosures shall be at Buyer’s sole risk. Notwithstanding the foregoing sentence, Seller represents that to the knowledge of Seller, which knowledge shall be attributed to the actual knowledge, with no duty to investigate, of Graham Larsen, any Seller Disclosures that were prepared by Seller and bear Seller’s signature are correct. Buyer agrees that Buyer will perform its own due diligence review of the Property to understand the physical and other conditions related to the Property. Buyer will be responsible for the costs associated with procuring any additional surveys, reports or other materials Buyer deems necessary to complete its Due Diligence that are not otherwise required to be provided by Seller as set forth in this Section 3.3.

3.4. Title Policy. Seller shall, within ten (10) days following the Effective Date, furnish to Buyer a commitment for title insurance (the “**Title Report**”) issued by the Escrow Agent, together with copies of all documents referred to in the Title Report as exceptions to title. During the Due Diligence Period, Seller and Buyer will work together to agree upon the title exceptions in the Title Report that will remain in the final title policy (a standard coverage ALTA owner’s title insurance policy - 2006 form) (the “**Title Policy**”) at the Closing. Matters affecting title to the Property contained in the Title Report which are not otherwise objected to by Buyer during the Due Diligence Period shall constitute the “**Permitted Exceptions**.” It shall be a condition of closing to Buyer’s benefit that on and before the Closing the Escrow Agent (and its underwriter) shall commit to issue the Title Policy to Buyer (at Seller’s sole expense) at the Closing, subject only to the Permitted Exceptions, and together with such endorsements as Buyer shall reasonably request. Seller agrees to provide to the Escrow Agent such customary affidavits and other documents as the Escrow Agent may reasonably require.

3.5. Survey. During the Due Diligence Period, Buyer may, at Buyer's expense, obtain a survey for the Property by either updating the survey provided by Seller (if any), or causing to be prepared a new survey for the Property. The most recent survey for the Property, whether such survey is a new or updated survey prepared for the benefit of or commissioned by Buyer, or any previous survey provided by Seller, shall be referred to herein as the "**Survey**."

3.6. Subdivision. Buyer shall prepare and submit for approval all applicable documents necessary to convey the Property to Buyer. Buyer shall pay for and obtain all necessary approvals by any applicable governmental agency, as required. Any approvals or other documentation affecting the Property shall not become final and/or shall not be recorded until after the Closing. The parties agree that no additional unapproved parcel or lot will be created by this transaction and that each party will work together to sign those documents necessary to ensure no additional lot or parcel is created and all local and state laws are followed, including, without limitation, Seller rearranging Seller's current boundary lines with adjoining properties owned by Seller to ensure that no additional lot is created.

3.7. Termination. In the event, in Buyer's sole judgment and discretion, that the Property is not suitable to Buyer, or, if during the Due Diligence Period, Buyer for any reason (or no reason at all) decides not to purchase the Property, Buyer shall have the right to deliver a written termination notice to Seller on or before the expiration of the Due Diligence Period. If Buyer timely delivers to Seller such termination notice, then this Agreement shall terminate, and neither Buyer nor Seller shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination, and Seller shall return the Deposit to Buyer. In the event that Buyer does not timely terminate this Agreement by written notice as described in this Section 3.7, then Buyer (i) shall be deemed (a) to have waived its right to terminate under this Section 3.7, and (b) to have approved the condition of the Property in all respects; and (ii) Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to all other terms and conditions set forth herein.

4. **Seller Representations and Warranties**. Seller, to Seller's actual knowledge, which knowledge shall be attributed to the actual knowledge, with no duty to investigate, of Graham Larson, represents and warrants to Buyer as follows:

4.1. Condemnation; Eminent Domain. Seller has no actual knowledge of any condemnation, eminent domain, or similar proceedings affecting any of the Property.

4.2. Liens. Seller is not aware of any claims of any mechanics, laborers, or persons furnishing materials to the Property.

4.3. Actions. Seller is not aware of any actions, suits, judgments, claims, bankruptcy proceedings, or other matters pending or threatened against or affecting Seller or the Property, at law or at equity, before or by any person or entity, which would affect in any way Seller's title to or usage of the Property or any part thereof.

5. **Closing**.

5.1. Closing Documents. Closing of the transaction set forth in this Agreement (the "**Closing**") shall occur on or before 80 days from the Effective Date (the "**Closing Date**"). At the Closing, Buyer shall deliver to the Escrow Agent the balance of the Purchase Price, and any documents or instruments reasonably necessary or appropriate, consistent with this Agreement, as may be required by Escrow Agent. At the Closing, Seller shall deliver to Escrow Agent: (i) a Special Warranty Deed granting the Property to Buyer in the form and content of the Special

Warranty Deed attached hereto as Exhibit D (the “**Deed**”); (ii) a Non-Foreign Person Affidavit acceptable to the Escrow Agent; and (iii) any other documents or instruments reasonably necessary or appropriate, consistent with this Agreement, as may be required by Buyer or the Escrow Agent.

5.2. Closing Costs and Fees. At the Closing, Escrow Agent shall prepare, and each of Buyer and Seller shall execute, a settlement statement. On the settlement statement, (i) all real property taxes and assessments accrued for the current year shall be prorated between the parties; **any rollback taxes or deferred taxes shall be the responsibility of Seller**; (ii) Seller shall pay the cost of the standard Title Policy, and (iii) all other customary credits, debits and charges, including fees owed to Escrow Agent, shall be paid 50% by each party unless otherwise agreed in this Agreement.

5.3. Closing. Upon receipt of all cash and documents required by this Agreement, Escrow Agent shall obtain authorization from both Seller and Buyer to close, and shall thereafter proceed to close by recording the Deed and delivering the Purchase Price to Seller, and otherwise handling all matters necessary to close this transaction. Seller shall deliver possession of the Property to Buyer immediately on the Closing.

6. “AS IS” Purchase.

6.1. Acceptance. SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT, BUYER ACKNOWLEDGES FOR BUYER AND BUYER’S SUCCESSORS AND ASSIGNS, THAT BUYER WILL BE ACQUIRING THE PROPERTY BASED SOLELY UPON BUYER’S OWN INVESTIGATION AND INSPECTION THEREOF. SELLER AND BUYER AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4 AND DOCUMENTS SIGNED BY SELLER AT THE CLOSING, THE PROPERTY SHALL BE SOLD AND BUYER SHALL ACCEPT TITLE TO AND POSSESSION OF THE PROPERTY ON THE CLOSING DATE “**AS IS, WHERE IS, WITH ALL FAULTS**” WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT EXCEPT AS SET FORTH IN SECTION 4, SUCH SALE SHALL BE WITHOUT REPRESENTATION, CERTIFICATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION, CERTIFICATION OR WARRANTY.

7. Buyer’s Construction of Culvert. At the time the City constructs its drainage improvements on the Real Property, Buyer will construct a culvert in the First Access Easement Area (the “**Culvert**”). This Section 7 shall survive Closing.

8. Risk of Loss. All risk of loss and destruction of the Property and improvements, and all Property expenses and insurance, shall be borne by Seller until the Closing. If any condemnation proceedings are brought or threatened respecting any portion of the Property or any damage or destruction of all or a portion of the Property occurs between the Effective Date and the Closing, Seller shall immediately notify Buyer, which notice shall specify the type and extent of such condemnation or damage. Within fifteen (15) days after receipt of such notice, Buyer shall have the option to either (i) terminate this Agreement upon written notice to Seller, and Seller shall return the Deposit to Buyer, or (ii) proceed to close the transaction contemplated by this Agreement, in which case Buyer shall be entitled to receive and Seller shall assign to Buyer, all of the condemnation awards, damages, and proceeds resulting from such condemnation, and/or all insurance proceeds resulting from any damage.

9. **Default.** If either Seller or Buyer shall default in its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice of default and thirty (30) days in which to cure such default. If such default is not cured within such thirty (30) day period, thereafter the non-defaulting party shall have all of its rights and remedies as allowed by the laws of the State, including, without limitation, if Seller defaults, the right for Buyer to specifically enforce this Agreement; provided, however, that if Buyer is in default of this Agreement, Seller's sole remedy shall be to retain the Deposit as agreed. Notwithstanding the foregoing, all time periods set forth herein in which Seller must satisfy any condition, perform any act, or otherwise complete any task are not subject to any cure period.

10. **Brokerage Commissions.** The parties agree that no brokers, agents or finders have been involved in this transaction and each party hereby agrees to indemnify and hold the other completely free and harmless from any and all liability based upon claims from brokers, agents, finders or others claiming through or under the indemnifying party.

11. **Notices.** Except as otherwise required by law, any notice, demand, or request given in connection with this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, facsimile, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Seller or Buyer at the following addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing) and to Escrow Agent if required by this Agreement:

SELLER: Suburban Land Reserve, Inc.
Attn.: Graham Larson
51 South Main Street
Suite 301
Salt Lake City, Utah 84111
Phone: 801-321-8700

WITH A COPY TO: Kirton McConkie
Attn.: Jessica Rancie
50 East South Temple Street
Suite 400
Salt Lake City, Utah 84111
Phone: 801-323-5967

BUYER: The City of Springville, Utah
Attn: John Penrod
110 South Main Street
Springville City, Utah 84663
Phone: 801-489-2700

ESCROW AGENT: First American Title Insurance Company
Attn.: Jay Thompson
215 South State Street, Suite 380
Salt Lake City, Utah 84111
Phone: 801-578-8846

12. Successors and Assigns. All the terms and provisions of this Agreement shall bind and inure to the benefit of the parties hereto, their heirs, successors, personal representatives, and assigns.

13. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. This Agreement (including all attached exhibits) constitutes the entire agreement of the parties. All prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the parties hereto. Buyer and Seller acknowledge that Buyer is a government entity subject to the Utah Government Records Access and Management Act, which act may require Buyer to disclose this Agreement and information about this transaction to the public. If either party brings or commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees from the other party. Time is of the essence of this Agreement. If any deadline falls on a Saturday, Sunday or nationally recognized holiday, the deadline shall be the next business day. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, or the intent of any provision hereof. This Agreement may be signed in multiple counterparts, all of which taken together shall constitute one and the same agreement. Further, copied or electronically transmitted signatures of an original signature shall be treated for all purposes as an original signature. After execution and delivery of this Agreement, a copy of the signed Agreement shall be considered for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of the Agreement that contains original signatures in order to enforce the Agreement, or for any other purpose, except as otherwise required by law.

[Signatures to Follow]

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

SELLER:

SUBURBAN LAND RESERVE, INC.,
a Utah corporation

By: _____

Name: _____

Its: _____

BUYER:

CITY OF SPRINGVILLE,
a Utah municipal corporation

By: _____

Name: _____

Its: _____

Attest:

By: _____
Kim Crane, City Recorder

ESCROW AGENT ACCEPTANCE

That certain Purchase and Sale Agreement, dated as of the ____ day of _____, 2020, between Suburban Land Reserve, Inc. and the City of Springville, Utah (the “**Agreement**”) is accepted and Escrow is opened this ____ day of _____, 2020. Escrow Agent hereby agrees to act as the Escrow Agent as defined in the Agreement and to perform its duties in accordance with the provisions of the Agreement. Further, Escrow Agent agrees to act as “the person responsible for closing” the Purchase and Sale Transaction within the meaning of Section 6045(a) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

ESCROW AGENT: First American Title Insurance Company

By: _____

Name: _____

Title: _____

Exhibit A

LEGAL DESCRIPTION OF THE REAL PROPERTY

Real property located in Utah County, Utah, described as follows:

1200 WEST BASIN

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 400 SOUTH ROAD IN SPRINGVILLE, UTAH, LOCATED NORTH 88°34'40" EAST ALONG THE SECTION LINE 896.94 FEET AND NORTH 711.52 FEET FROM THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 4 (FOUR) COURSES: EASTERLY ALONG THE ARC OF A 22858.31 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 75.22 FEET (CHORD BEARS: SOUTH 89°31'35" EAST 75.22 FEET); THENCE SOUTH 42°06'03" EAST 36.17 FEET; THENCE SOUTH 00°03'11" WEST 8.00 FEET; THENCE SOUTH 89°56'49" EAST 6.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 1200 WEST ROAD IN SPRINGVILLE, UTAH; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 4 (FOUR) COURSES: SOUTH 00°03'10" WEST 228.17 FEET; THENCE SOUTHERLY ALONG THE ARC OF A 983.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 222.61 FEET (CHORD BEARS: SOUTH 05°44'41" EAST 222.13 FEET); THENCE SOUTHERLY ALONG THE ARC OF A 917.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT 195.85 FEET (CHORD BEARS: SOUTH 06°06'49" EAST 195.48 FEET); THENCE SOUTH 00°00'17" WEST 127.85 FEET; THENCE NORTH 89°59'43" WEST 38.10 FEET; THENCE SOUTHERLY ALONG THE ARC OF A 1066.84 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 185.39 FEET (CHORD BEARS: SOUTH 12°10'46" WEST 185.16 FEET); THENCE NORTH 81°53'05" WEST 35.74 FEET; THENCE NORTH 00°33'27" WEST 354.23 FEET; THENCE NORTH 02°56'28" WEST 629.43 FEET; TO THE POINT OF BEGINNING.

AREA: 91872 SQUARE FEET OR 2.109 ACRES.

NOTWITHSTANDING THE FOREGOING, THE PROPERTY SHALL NOT INCLUDE THE FOLLOWING EASEMENTS WHICH SHALL BE RESERVED BY SELLER:

FIRST ACCESS TO SLR PROPERTY

BEGINNING AT A POINT LOCATED NORTH 88°34'40" EAST ALONG THE SECTION LINE 911.23 FEET AND NORTH 432.95 FEET FROM THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 02°56'28" WEST 50.10 FEET; THENCE SOUTH 89°21'39" EAST 93.56 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 1200 WEST ROAD IN SPRINGVILLE, UTAH; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 2 (TWO) COURSES: SOUTH 00°03'11" WEST 34.41 FEET; THENCE SOUTHERLY ALONG THE ARC OF A 983.00 FOOT RADIUS NON-TANGENT CURVE

TO THE left 15.59 FEET (CHORD BEARS: SOUTH 00°17'18" WEST 15.59 FEET);
THENCE NORTH 89°21'39" WEST 90.88 FEET; TO THE POINT OF BEGINNING.

AREA: 4612 SQUARE FEET OR 0.106 ACRES.

Exhibit B

DEPICTION OF REAL PROPERTY

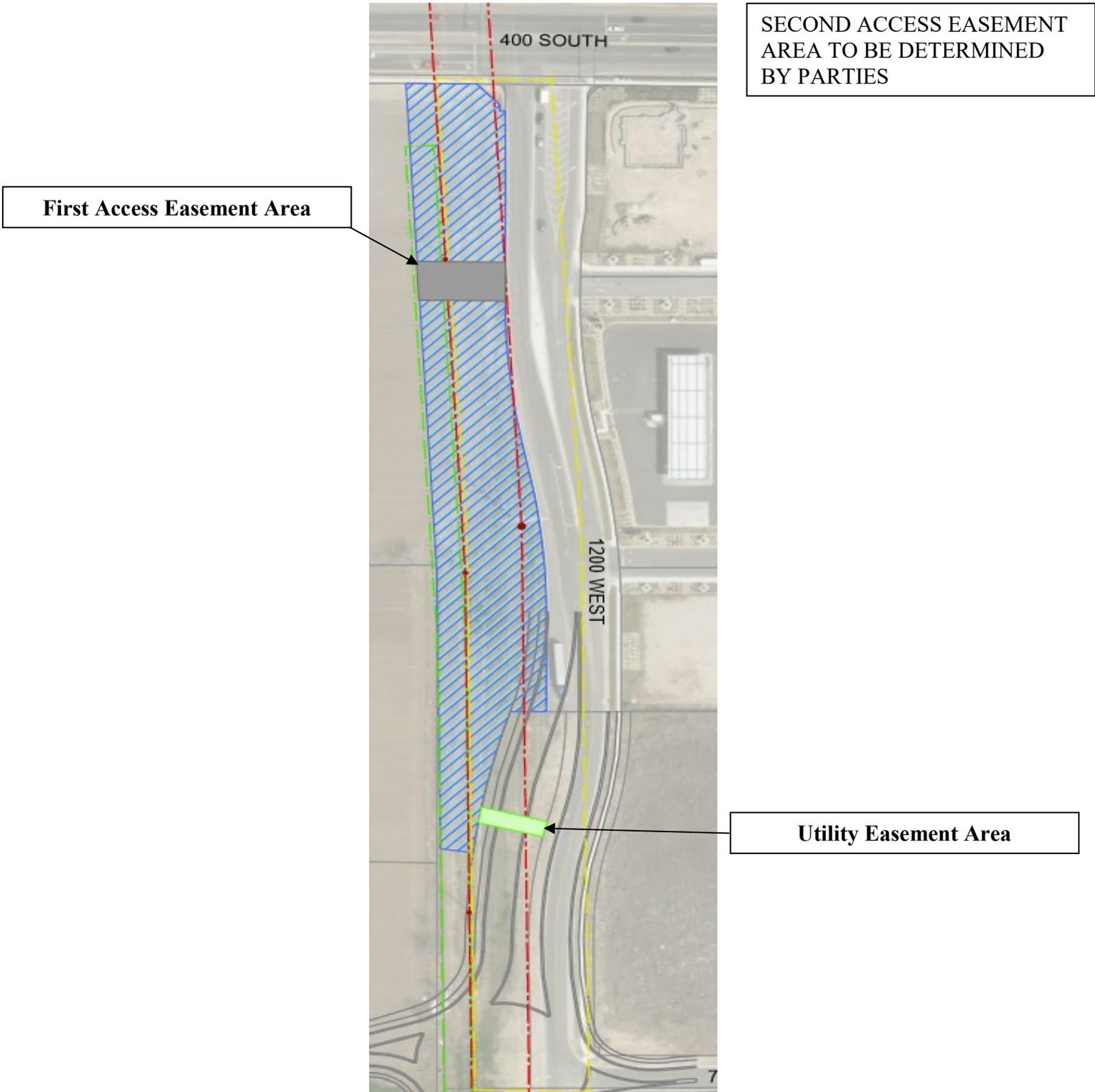


Exhibit C

When Recorded, Mail To:
City of Springville, Utah
110 South Main Street
Springville, Utah 84663

With A Copy To:
Suburban Land Reserve, Inc.
Attn: Graham Larsen
51 S. Main St., Ste. 400
Salt Lake City, Utah 84111

Tax Parcel ID:

(space above for Recorder's use only)

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (this “**Agreement**”) is made this _____ day of _____ 2020 (the “**Effective Date**”) by and between SUBURBAN LAND RESERVE, INC., a Utah corporation (“**Grantor**”) and SPRINGVILLE CITY, a Utah municipal corporation (“**Grantee**”). Grantor and Grantee are sometimes referred to herein individually as a “**Party**”, and collectively as the “**Parties**”.

RECITALS

A. Grantor is the owner of certain real property located in Springville City, Utah County, Utah with a Parcel Identification No. _____ (“**Grantor’s Property**”).

B. Grantee desires a perpetual, non-exclusive sewer easement on, over, across, under and through certain portions of Grantor’s Property, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the “**Easement Area**”), for the purposes set forth in this Agreement.

C. Grantor is willing to grant a sewer easement to Grantee, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties make the following grants, agreements, and covenants:

1. **Grant of Sewer Easement**. Grantor hereby conveys to Grantee, without warranty, a perpetual, non-exclusive easement (the “**Sewer Easement**”) on, over, across, under and through the Easement Area for the purposes of **constructing, operating, repairing, altering, protecting,**

restoring, and maintaining an underground storm drain line and related facilities (the “Improvements”).

2. **Consideration.** As valuable consideration for the Sewer Easement granted herein, Grantee has paid Grantor the sum of Ten Dollars (\$10.00). Receipt of the payment of such consideration by Grantor and the sufficiency of such consideration is hereby acknowledged by Grantor.

3. **Access.** Grantee and its respective agents, servants, employees, consultants, contractors and subcontractors shall have the right to enter upon the Easement Area solely for the purposes permitted by this Agreement. Grantee shall enter upon the Easement Area at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any and all claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee’s agents. In the event Grantee needs to access the Easement Area to perform any maintenance, repair, or restoration work on the Easement Area, Grantee shall (i) use reasonable efforts to minimize any interference or disruption to Grantor’s use and occupancy of the Easement Area and (ii) except in the case of an emergency, perform such work on days other than Sunday (and in the event of any emergency on Sunday, work will only be performed to the minimum extent necessary to cure or remediate such emergency).

4. **Reservation by Grantor.** Notwithstanding anything to the contrary herein, Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee’s permitted use of the Easement Area. Without limiting the above, Grantor reserves the right (i) to relocate, or require the relocation of the Improvements and the Easement Area at any time at Grantor’s cost and expense, provided that such relocation provides Grantee with comparable easement rights and functionality and such relocation terminates the use of the Sewer Easement in its prior location, and (ii) to grant additional rights, easements or encumbrances to other third parties to use or occupy the Easement Area (or the surface of the Grantor’s Property above same). Grantee hereby understands and agrees that the Sewer Easement is granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by Grantor to use the Easement Area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of the Sewer Easement rights granted hereby.

5. **Condition of the Easement Area.** Grantee accepts the Easement Area and all aspects thereof in their “AS IS,” “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS,” including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the Easement Area. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose; provided, however, that notwithstanding anything in this Agreement to the contrary, Grantor represents that Grantor is the sole owner of Grantor’s Property and has the right to enter into this Agreement and grant Grantee the Sewer Easement. Without limiting the generality of the foregoing, the Easement Area is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect

or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and improvement of the Easement Area.

Grantee shall not disturb or interfere with any existing utility service or the rights of the beneficiaries of any existing easements and shall comply with any applicable terms and conditions in any such easements or of any such utility service providers.

6. Construction of the Improvements. Grantee or Grantee's agents will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future. Upon completion of the Improvements, Grantee shall provide Grantor with evidence reasonably satisfactory to Grantor of such completion.

7. Maintenance; Restoration; and Damage.

7.1 General Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Improvements and Easement Area in good order and condition so long as the maintenance is required as a result of Grantee's activities. Grantee shall promptly repair any damage to Grantor's Property, Grantor's improvements located thereon (including, without limitation, any and all crops, landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, signs, lighting, buildings, etc.), and Easement Area caused by Grantee and/or Grantee's agents, and shall restore Grantor's Property, Grantor's improvements and the Easement Area to the same or better condition as they existed prior to any entry onto or work performed by Grantee and Grantee's agents. Grantee's restoration responsibilities shall also include, but not be limited to: (i) removal of all improvements, equipment or materials which it has caused to be placed upon Grantor's Property, except as allowed by this agreement; and (ii) leaving the Grantor's Property in a condition which is clean, free of debris and hazards which may be caused by Grantee's activities, and subject to neither environmental hazards nor liens caused by Grantee's activities.

7.2 Future Work Conducted. Grantee will provide Grantor with at least thirty (30) days' prior written notice before entering onto the Easement Area to perform any work as set forth in this Agreement and use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of Grantor's Property.

8. Termination. The Sewer Easement will automatically terminate upon the earlier to occur of the following: (i) Grantee provides Grantor written notice of its intent to terminate this Agreement, or (ii) Grantee does not actually use the Easement Area for a consecutive period of twenty-four (24) months. Upon the termination of this Agreement, the parties agree to cooperate in the execution and recordation of an instrument providing notice of the termination.

9. Indemnification. The parties hereby acknowledge and agree that Grantee is a governmental entity under the Utah Governmental Immunity Act, Utah Code Ann., §63G-7-101,

et seq. (“UGIA”). Nothing in this Agreement, including without limitation any indemnity obligations, shall be construed as a waiver of any rights, immunities, or defenses otherwise applicable under the UGIA, including the provisions of Utah Code Ann., §63G-7-604 regarding limitation of judgments. Notwithstanding, it is further acknowledged and agreed that the indemnity obligations imposed by this Agreement are limited to the current UGIA damage cap amounts as set forth in Utah Code Ann., §63G-7-604 and Utah Administrative Code, R37-4-1 to R37-4-3, which is Seven Hundred Seventeen Thousand One Hundred Dollars and 00/100 (\$717,100.00) per person per occurrence, Two Million Four Hundred Fifty-Five Thousand Nine Hundred Dollars and 00/100 (\$2,455,900.00) general aggregate and Two Hundred Eighty-Six Thousand Nine Hundred Dollars and 00/100 (\$286,900.00) per occurrence for property damage. Grantee shall indemnify, defend, and hold harmless Grantor and any entity controlling, controlled by or under control with Grantor (“Affiliates”), and its and their Affiliates’ officers, directors, employees, managers, members, agents and servants (collectively, the “**Indemnitees**”) from and against any third party liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of (i) any use of the Easement Area and/or adjacent areas by Grantee or Grantee’s agents, (ii) any act or omission of Grantee or any of Grantee’s agents, (iii) any work performed within or on the Easement Area by Grantee or its successors or assigns, and their agents, servants, employees, consultants and/or contractors. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination. Grantee shall have no obligation to indemnify Indemnitees pursuant to this section for claims or liabilities to the extent the same are caused solely by the gross negligence or willful misconduct of Grantor. Any and all indemnification requirements under this paragraph shall not survive any transfer by Grantor of Grantor’s Property. At such time that Grantor transfers title of Grantor’s Property to any other person or entity (excepting Affiliates), Grantee shall no longer have any responsibility whatsoever to indemnify the new property owner under this Agreement.

10. Insurance. Grantee will assure that prior to entering into the Easement Area, Grantee will cause its contractors performing work on the Easement Area to obtain the following insurance coverage and policies and provide evidence thereof as described below:

10.1. Liability Insurance Coverage and Limits. A commercial general liability insurance policy insuring the insured’s interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Area and the ways immediately adjoining the Easement Area, with a “Combined Single Limit” covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00). Grantor must be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent. The coverage set forth above shall be primary coverage and shall apply specifically to the Easement Area, Grantor’s Property, and adjacent areas.

10.2. Workers’ Compensation Insurance. All Workers’ Compensation and Employers’ Liability Insurance required under applicable Workers’ Compensation Acts and/or applicable law. In addition, the insured shall maintain Employers’ Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars (\$500,000.00).

10.3. Automobile Insurance. Automobile Liability Insurance with a minimum limit of not less than Two Million Dollars (\$2,000,000.00) Combined Single Limit per accident, and coverage applying to “Any Auto”.

11. Liens. Grantee shall keep Grantor’s Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agrees to defend Grantor from any liens that may be placed on Grantor’s Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee’s agents.

12. Notices. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, electronic mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Grantor or Grantee, as the case may be, at the following addresses (or at such other address as Grantor or Grantee, or the person receiving copies may designate in writing given in accordance with this section):

IF TO GRANTOR: Suburban Land Reserve, Inc.
 Attn: Graham Larsen
 51 S. Main St., Ste. 301
 Salt Lake City, Utah 84111
 Phone: (801) 321-8753

WITH A COPY TO: Kirton McConkie
 Attn: Jessica Rancie
 50 E. South Temple, Suite 400
 Salt Lake City, Utah 84111
 Phone: (801) 328-3600

IF TO GRANTEE: Springville City
 110 South Main Street
 Springville, Utah 84663
 Phone: (801) 489-2700

13. Non-Waiver. No delay or omission of any Party hereto in the exercise of any rights created hereunder shall impair such right, or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of an event of default hereunder. A waiver by any Party hereto of a breach of, or default in, any of the terms, provisions and conditions of this Agreement by another Party shall not be construed to be a waiver of any subsequent breach thereof or of any other term, condition or provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but instead all remedies shall be cumulative with all other remedies provided for in this Agreement and all other remedies at law or in equity which are available to the Parties hereto.

14. Miscellaneous.

14.1. Binding Effect. Except as expressly stated herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as the successors and assigns of such Parties.

14.2. Partial Invalidity. If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

14.3. Captions. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

14.4. Gender. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

14.5. Relationship of the Parties. Nothing contained herein shall be construed to make the Parties hereto partners or joint venturers, or render any of such Parties liable for the debts or obligations of the other Parties hereto.

14.6. Amendment. This Agreement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the Parties hereto or their successor and assigns (as determined by the provisions herein).

14.7. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

14.8. Attorney Fees. In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

14.9. Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of Grantor's Property to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Agreement shall be strictly limited to and for the purposes herein expressed. Subject to Section 15 of this Agreement, this Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not specifically benefited by the terms and provisions hereof. Grantor shall have the right to perform any act, or do anything, from time to time that Grantor may deem necessary or desirable to assure that no public gift dedication (or deemed gift dedication) occurs.

[Signatures and notarizations to follow]

GRANTEE:

SPRINGVILLE CITY
a Utah municipal corporation

By: _____

Name (Print): _____

Its: _____

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this ____ day of _____, 2020, personally appeared before me _____, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to in this document, and acknowledged (he/she/they) executed the same.

WITNESS my hand and official seal.

Notary Public for the
State of Utah

Exhibit D

Special Warranty Deed

WHEN RECORDED, MAIL TO:

WITH A COPY TO:

Kirton McConkie
50 East South Temple, Suite 400
Salt Lake City, UT 84111
Attn: Jessica Rancie

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SUBURBAN LAND RESERVE, INC., Utah corporation, as Grantor, grants, conveys and warrants, but only against Grantor's own actions and no other actions (or inactions) of any other party whatsoever, to the CITY OF SPRINGVILLE, a Utah municipal corporation, as Grantee, the real property located in Utah County, Utah described as follows (the "Property"):

See attached Exhibit A, incorporated by reference to this document.

SUBJECT TO (i) current taxes and assessments; (ii) zoning laws; (iii) rules and regulations; (iv) all reservations, easements, covenants, conditions, restrictions, encumbrances, and other rights or interests of record; (v) all matters an accurate ALTA survey (with all "Table A" items shown, listed and/or described thereon) of the Property and/or a careful inspection of the Property would disclose or show; and (vi) all other rights of third parties enforceable at law or equity.

RESERVING specifically unto Grantor (which rights are not transferred to Grantee): (i) all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy, on, in, or under the above-described Property, (ii) all subsurface rights of any and all kinds to the extent not included in subsection (i) above; provided, however, in all events Grantor does not reserve the right to use the Property or extract minerals or other substances from the Property above 500 feet, nor does Grantor reserve the right to use the surface of the Property in connection with the rights reserved herein.

[SIGNATURE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this _____ day of _____, 20__.

GRANTOR

SUBURBAN LAND RESERVE, INC,
a Utah corporation

By: _____
Name:

Its: _____

STATE OF UTAH

COUNTY OF SALT LAKE

On _____ before me, _____, a notary public in and for said County and State, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.



STAFF REPORT

DATE: April 3, 2020

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF A RESOLUTION EXPRESSING SPRINGVILLE CITY'S COMMITMENT TO WORK WITH THE NEBO SCHOOL DISTRICT ON PROPERTY ISSUES RELATED TO CONSTRUCTING THE NEW SPRINGVILLE HIGH SCHOOL.

RECOMMENDED MOTIONS

Motion to approve Resolution No. ____ that provides Springville City's commitment to work with Nebo School District on property issues related to building the new Springville High School.

BACKGROUND

The Nebo School District plans to start building a new Springville High School in 2024, hoping to complete the new high school by 2026. As part of building the new high school, the City and District have expressed a desire to work together to construct the best campus possible for the new high school and surrounding City parks, which may require the City to exchange property with the District. In addition to exchanging property both parties already own, the District is considering purchasing approximately 28 acres of property from the Gammell family to be used in the new site plan for the new campus.

Before the District enters into a contract with the Gammell family, the District has asked for the City to provide a more formal commitment of the City's desire to work with the District on this matter. The proposed resolution is to provide the commitment the District has requested.

The following is a summary of some of the pertinent provisions of the resolution:

- Commitment. The City expresses a commitment to work with the District on developing an overall site plan for the new school and city parks, which may require the City to exchange property with the District.

- Gammell Property. The Gammell family owns approximately 28 acres immediately north of the current high school. Neither the City nor the District have done any due diligence on the soil and other physical conditions of the Gammell property. If the District enters into a contract to purchase the Gammell property, the District plans on including a 6-month due diligence period in the contract to allow for inspection of the Gammell property and site plan design of the overall campus. In the event that the City finds that the Gammell property works for the overall campus and that the City is willing to exchange property with the District, the City will notify the District in writing prior to the end of the 6-month period.
- Property Exchange. The City and District will exchange property based on a value for value exchange. The following are properties the City and District have discussed as possible exchanges:
 - City property that may be deeded to the District includes all or portions of the old pool property, Bird Park, Spring Acres Park and Arts Park.
 - District property that may be deeded to the City includes all or portions of the Gammell property, Grant School property, or the Meadow Brook School property.
- Park Improvements. The District will replace any improvements currently located on City property in one or a combination of three different ways: replace with the same but new improvements, replace with new but different improvements equal in value, or provide cash equal to the value of the improvements if built new.
- Design Committee. The City will have representatives work on the District's design committee for the overall site plan.
- Site Plan. The parties will work to finalize the overall site plan prior to the end of the due diligence period on the Gammell property. One of the key components that the parties will work together on is an access to the campus from the north.
- Final Approval. No transaction regarding property exchange will be final until both the City and the District's governing bodies approve of the exchange in an open meeting after all of the details have been worked out.

FISCAL IMPACT

None at this time.

Attachments: Proposed Resolution

RESOLUTION #2020-xx

A RESOLUTION COMMITTING TO WORK WITH NEBO SCHOOL DISTRICT ON PROPERTY ISSUES RELATED TO THE DISTRICT'S REBUILD OF SPRINGVILLE HIGH SCHOOL.

WHEREAS, the current Springville High School was constructed in the late 1960s and, according to the Nebo School District ("**District**"), the high school has reached its useful life; and

WHEREAS, in or about 2024, District plans to start building a new Springville High School, hoping to finish construction in 2026; and

WHEREAS, in order to build a new Springville High School at the high school's current location, District needs to exchange property with Springville City ("**City**"), which City property may include all or portions of Bird Park, Spring Acres Park, Arts Park, and the Pool property (these four properties shall collectively herein be referred to as the "**City Parks**"); and

WHEREAS, City and District have discussed possibly having District purchase approximately 28 acres of property currently owned by the Gammell family, which property is located immediately north of the Springville High School property and City Parks (the "**Gammell Property**"), to be used as part of the new high school and City Parks; and

WHEREAS, City and District believe that working together to develop a site plan that utilizes the Gammell Property, Springville High School property and City Parks has the potential to greatly benefit both City and District in developing a wonderful community location (the Springville High School Property, Gammell Property and City Parks are hereinafter collectively referred to as the "**Campus Property**"); and

WHEREAS, prior to District purchasing the Gammell Property, District has asked City to commit to work with District on a site plan for the Campus Property that will benefit both City and District (the "**Site Plan**"); and

WHEREAS, City and District have discussed that each entity's main concerns regarding the Gammell Property is that neither entity knows (i) the condition of the soil or other physical conditions of the Gammell Property, nor (ii) how the Gammell Property would ultimately work within the Site Plan; and

WHEREAS, the purpose of this Resolution is to set forth City's commitment to work with District to exchange properties in order for District and City to develop the best Site Plan for the Campus Property; and

WHEREAS, after considering the facts, comments and recommendations

presented to the City Council, the Council finds that this Resolution is in the best interests of Springville and its residents and will further the health, safety, and general welfare of the citizens of Springville City.

NOW, THEREFORE, be it resolved by the City Council of Springville, Utah as follows:

PART I:

- A. Commitment/Goal. Springville City is committed to working with District by offering to exchange property with District with the goal of developing the Site Plan for the Campus Property in a manner that will best serve the residents of City and District. City understands that District has the same goal. City will consider exchanging all or portions of the City Parks for the overall benefit of the Campus Property and work with District to determine how to best utilize the Gammell Property.
- B. Gammell Property.
 - a. Due Diligence. In the event that District enters into an agreement to purchase the Gammell Property, City relies on District's representation that District will include in the agreement at least a six month due diligence period to allow District and City to fully investigate the condition of the Gammell Property and develop the Site Plan for the Campus Property.
 - b. Acceptance. In the event that City and District substantiate that portions or all of the Gammell Property is usable and works well to incorporate into the Site Plan, City, before the end of the due diligence period, will provide a written notice to District that all or portions of the Gammell Property is acceptable to City.
- C. Property Exchange. The below provisions are to provide guidelines for any exchange of property between City and District.
 - a. Property. City staff is directed to work with District to ensure that any property exchanged with District will be exchanged for equal value. In determining the value of property, staff is directed to evaluate a number of factors, including, without limitation, property area, vehicular access, street frontage, location of available parking, wetlands, potential use and appraised value. In addition to the Gammell Property, City may consider exchanging City property for other property owned by District, such as an approximate 1.5 acre parcel adjacent to Memorial Park or the west approximate 2 acres of the Meadow Brook Elementary site adjacent to the Clyde Recreation Center.

- b. Park Improvements. City and District have previously discussed District replacing all facilities and improvements (the “Improvements”) currently on City property that will be conveyed to District to be used for the new high school. The Improvements that will need to be replaced include, without limitation, baseball/softball diamond improvements, playgrounds, scoreboards, lighting, bleachers, bathrooms, trails, grass, irrigation infrastructure, stages, storage buildings and other facilities and structures. City and District will determine either through mutual agreement or an appraisal of what it would cost to construct and replace the Improvements in a new condition today (the “Replacement Value”). City will work with District to determine how the Improvements will be replaced. City will consider the replacement of the Improvements through one, or a combination, of the following ways:
 - i. Having the Improvements be constructed at a location that is agreeable to the City in an amount equal to the Replacement Value;
 - ii. Receiving payment from the District equal to the Replacement Value;
 - iii. Having the District provide additional property above and beyond the property that will be conveyed pursuant to subsection C.a., “Property”; or
 - iv. Some other way that is agreeable to both entities.
- c. Design Committee. City and District have discussed District including a City representation on the Site Plan design committee for the Campus Property. Two of the purposes for having City representation on the committee is to work with District to (i) develop the best Site Plan for both entities, and (ii) determine the details of how properties will be exchanged and how and where the Improvements will be constructed.
- d. Site Plan.
 - i. Finalize Exchange. City and District have discussed trying to finalize the Site Plan before the end of the due diligence period associate with the Gammell Property purchase so that both entities will have a good understanding of what properties the entities will exchange and how and where the Improvements will be constructed.
 - ii. Access from North. City and District have discussed the need for making sure that the site plan has adequate access from the north. The south side of the Campus Property has over 2,200 lineal feet of frontage and at least six access points coming off that frontage. Currently, the only access into the Campus Property from the north is Weight Avenue, which is a roadway with less than 20 feet of

asphalt width. In order to make the Campus Property work best for City and District, there needs to be an access from the north. As part of working on the Site Plan with District, staff is directed to work with District to determine options to successfully construct an access into the Campus Property from the north, including shared costs between City and District. The details of location of and cost sharing related to the north access needs to be part of the overall Site Plan to be approved by both governing bodies.

- e. Final Approval. The final approval of the property exchange, including value for the Improvements, between City and District must be acceptable to and approved by both City and District's governing bodies in an open public meeting.

PART II:

This resolution shall take effect immediately.

END OF RESOLUTION.

PASSED AND APPROVED this _____ day of April 2020.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder