

NOTICE OF CANCELLATION

The regular scheduled work/study meeting
for the Springville City Council fo
March 17, 2020
has been cancelled

The Regular City Council meeting will be held at 7:00 p.m.
March 17, 2020

The next work/study meeting of the Springville City Council will
be held on April 07, 2020.

CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE- POSTED 03/13/2020

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





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 March 11 and 18, 2020 Work Study meetings
2. Approval of the Mayors Appointments of John Hennen, Craig Israelson, Dallin Nita, Leanna Hunt, Jen Dyal, Doug Holm, Sydney Condie, Marcia Harris, Anna Kirby, Debbie Balzotti, Jacqui Larsen, and Dean Duncan to the RAP Tax Ad Hoc Committee members
3. Approval of the Mayors Appointments of Mariah Hurst and Craig Child to the Landmarks Preservation Committee
4. Approval of the Mayors Appointments of L. Kay Heaps and Rod Parker to the Planning Commission
5. Approval of ACC Ventures, LLC, seeking approval to vacate the Art City Center Condo Plat located at 79 W 900 N in the CC-Community Commercial Zone - Josh Yost, Community
6. Approval of a Resolution and budget amendment regarding Enterprise Funds - Bruce Riddle, Assistant City Administrator/Finance Director
7. Approval of a Resolution and Settlement Agreement between Springville City, East Bay RV, LLC, and Preserve Springville, LLC.

PUBLIC HEARING (continued to April 07, 2020)

8. Public Hearing for consideration of an Ordinance and adoption of the Springville Transportation Master Plan to include the IFFP-Impact Fee Facilities Plan and IFA-Impact Fee Analysis for Transportation and Roadway Facilities - Jeff Anderson, City Engineer

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

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2 MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, FEBRUARY 11, 2020, AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,
4 SPRINGVILLE, UTAH.

6 **Presiding and Conducting:** Mayor Pro Tem Crandall

8 **Elected Officials in Attendance:** Liz Crandall
Craig Jensen
Patrick Monney (arrived at 6:00 p.m.)
10 Mike Snelson

12 **City Staff in Attendance:** City Administrator Troy Fitzgerald, Assistant City Administrator/City
Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, Recorder Kim Crane,
14 Deputy City Recorder Jennifer Grigg, Public Safety Director Craig Martinez, Power Director Leon
Fredrickson, Public Works Director Brad Stapley, Recreation Director Corey Meredith, Building and
16 Grounds Director Brad Neel, Community Development Director Josh Yost, Library Director Dan
Mickelson, Operations Manager Rod Oldroyd, Power Generation Superintendent Shawn Black, and
18 Museum of Art Director Dr. Rita Wright.

20 Excused: Mayor Richard J. Child, Councilmember Matt Packard, and Golf Professional Craig
Norman

22 COUNCILMEMBER JENSEN MOTIONED FOR COUNCILMEMBER CRANDALL TO SERVE AS
MAYOR PRO TEM FOR TONIGHT'S MEETING. COUNCILMEMBER SNELSON SECONDED THE
24 MOTION AND ALL PRESENT VOTED AYE. THE MOTION PASSED UNANIMOUSLY.

26 **CALL TO ORDER- 5:29 P.M.**
COUNCIL BUSINESS

28 **1. Calendar**

- 30 • Feb 17 - Observance of President's Day (City Offices Closed Monday)
- Feb 18 - Work/Study Meeting 5:30 p.m., City Council Meeting 7:00 p.m.
- 32 • Mar 03 - Work/Study Meeting 5:30 p.m., City Council Meeting 7:00 p.m.
- Mar 08 - Daylight Savings (Spring Forward 1-Hour)
- 34 • Mar 10 - Work/Study Meeting 5:30 p.m.

36 **2. DISCUSSION AND PRESENTATIONS**

38 **a) Entry/Gateway Signs - Troy Fitzgerald, City Administrator**

Administrator Fitzgerald started his presentation by noting that the entry/gateway signs committee
38 has come to some conclusions. There was a member of the Parks and Recreation Board, as well as staff
and an artist on the committee. Redkor Brands, a local design firm here in Springville, won the bid.
40 Springville City received bids from as far away as Virginia and Los Angeles. After the design process,
there will be significant dollars in this budget left over for installation. None of the work on location
42 planning, sign build or design has started. This presentation is just several design concepts.

44 The RFP (*request for proposal*) asked for a family of signs to replace or give direction around
town. Many ideas and concepts were submitted. If the Council is comfortable with these concepts, the
committee will start working on location planning and cost for sign build through the budgeting process.
46 He continued by showing additional concepts including wayfinding, park entrances, parking, and
restriction signs and entry signs.

48 Councilmember Snelson asked about the entry signs. Administrator Fitzgerald said all of our parks
have existing signage. All of our buildings have relatively new signs. Those signs will not be replaced in
50 the foreseeable future. He described the first proposal and noted that the committee focused on *thinking*
outside the box designs instead of traditional looking designs. Councilmember Snelson noted that Art
City is not visible because it is white. Councilmember Jensen asked about entry sign locations.
52 Administrator Fitzgerald said the entry signs will be at primary entrances to the city while working within
the UDOT right-of-way policy. Many of our primary entrances are on UDOT roads. Staff suggests an entry
54 sign at the 400 South interchange, maybe near IHOP. Staff will discuss locations and bring ideas back to
the Council. Mr. Oldroyd asked if the entry signs have lighting. Administrator Fitzgerald answered yes.
56 Councilmembers Snelson and Jensen like the first proposal. Administrator Fitzgerald moved on to an *out*
of the box idea for a roundabout. Councilmember Snelson clarified that the street signs would be replaced
58 as needed. Administrator Fitzgerald said the new design for street signs would be seen in the west part
of town sooner because that is where the majority of current development projects are. He concluded by
60 stating staff will keep the Council apprised of progress. Recently Salt Lake and Orem have added arrival
signs. Councilmember Snelson complimented the wayfinding sign. Director Stapley noted there are clear
62 zones on state highways that require breakaway signs.

64 **b) Power Generation Presentation - Shawn Black, Power Generation Superintendent**

66 Superintendent Black started his presentation by highlighting 2019 Power Department milestones
including:

- 68 • Refinanced Nebo Power Plant debt saving almost \$500,000 over the next five years. The
plant will be paid off in 2025.
- 70 • Hedged three natural gas fuel purchases through 2026.
- 72 • Terminated the Blue Mountain Biogas deal six years early after they breached their
contract. Replaced it with a market baseload contract at \$40 per megawatt compared to
74 \$70 per megawatt with biogas.
- Contracted with Olmsted Hydroelectric Plant which is very cheap and produces power only
in the summer peak load months.
- 76 • Contracted for three megawatts with the Red Mesa Tapaha Solar Resource, located on
the Navajo Nation in San Juan County.

78 He continued by stating that our power resources are more diversified than ever which is good
because the San Juan Coal Project goes offline in 2021 eliminating some of our market power. Current
resources include coal, natural gas, wind, water and solar. Customer-owned solar is less than .5%. In
80 2011 Springville City received 68% of its power from coal. In 2017 there was more diversification with the
biogas and some solar. In 2019 Springville City bought less biogas, more market, and more solar.

82 He explained that when procuring resources, the load curve determines where the power
purchase originates, whether it is biogas, renewable or carbon-based. Reliability, delivery and time of
84 delivery can determine the price as well as political risk which depends on our City Council, market risk
and changing EPA regulations. Past Councils wanted the price charged to residents to be the same no
86 matter the market, in other words, no shocks to the utility bill and keep the margins.

88 Mr. Black continued by showing a graph from Siemens illustrating the Springville City variations
of load throughout the day as well as the availability of wind and solar. It shows that wind is high in the
morning. Solar is high through the midday, but Springville City power demand is highest in the evening.



90 The next graph showed that Springville City's summer load climbs about 100% compared to the other
92 nine months of the year. Daily power planning looks different from long term planning because load
94 curves vary from day to day. Monday is different from Tuesday through Thursday. Fridays, weekends and
holidays are also different. From 4:00 a.m. on a Sunday to the afternoon in the summer there is a large
load curve jump of almost 40 megawatts; a 200% change in the power load from day to night.

96 Superintendent Black transitioned his presentation by asking why Springville needs to own its own
power generators. He listed reasons like protection against an unknown future of power and resources,
98 maintaining a consumer price ceiling, stabilizing budget planning, local control, insurance for loss of other
resources, and emergency power for the city sewer plant. Councilmember Snelson asked about a
catastrophic event. Superintendent Black answered four of the engines take 500 gallons of diesel per
100 hour. There would be brownouts throughout the city, as the power plant rotates power between
substations. The process of load-following with one generator and base loading with another involves a
102 very technical generator switching process. Superintendent Black designed instructions with fourteen
steps and pictures. The best advantage for Springville owning its own power generation is stabilizing the
104 budget with no shocks to the power bill by using our generators when the load curve demands.

He continued by showing the ages of our engines. The older engines were built in 1967, 1978 and
106 1986. Technology has changed in the last 40 to 50 years. Efficiency, emissions and engine repairs are
key drivers in replacing these older engines. The engineers that know how to repair these older engines
108 have retired. New engines are very efficient in ways like reusing waste heat. In addition, newer engines
will maximize the air quality permit for the power plant. The 2017 resource mix shows that throughout the
110 year, the Whitehead Power Plant (WHPP) only provided about 6% of the power for the year. That
percentage is deceiving because the times in the summer when the WHPP provided power were the most
112 expensive part of the daily and seasonal load. Springville Power uses about 277 million kilowatt-hours
per year. WHPP provides 12 million kilowatt-hours per year. That equals a savings of \$1.4 million in
114 addition to providing backup to 25% of the resource portfolio. That means Springville Power buys power
at market prices all year long because we can rely on those generators as insurance for less reliable, but
116 more affordable resources on the market. We can buy more diverse and affordable resources because
of the generators.

118 He listed large projects financed from the reserve balance like the Whitehead Plant expansion,
the new Operations Center and the two Caterpillar generators. Those large projects are paid off and there
120 has been an unrestricted fund balance growth since 2004. He compared the policy of buying power off
the grid to purchasing new engines. Power purchases have no future value, where an engine is an asset.
122 Engines cost about \$1 million per megawatt to buy. If Springville City buys an engine, which is an asset
and hedges the fuel with a ten-year contract than the comparison showed a savings of \$2.7 million.
124 Councilmember Snelson asked if the presentation was based on buying new or used engines.
Superintendent Black answered it is better to buy a new engine because of modern electronics. He asked
126 the Council to read the report he wrote for more details.

Superintendent Black continued by explaining the design of the power plant. The radiators are on
128 solid cement. There are trenches for pipes carrying natural gas, cooling water, diesel, and air. The new
engines have air intakes with big air handlers to improve horsepower. Pollution from west side
130 construction kills the air filters He explained that the air intake for the cooling towers needs to be heated
in the winter which is a waste of energy. He hired a company called Scantech to create air pollution
132 scenarios and they proved that distance from pollution and stack height matter. Automobile traffic near
the power plant and the stacks increase pollution. At the current stack height, our air mixtures are not
134 diluted enough for our air quality permit. Scantech set up sensor stations to create air quality scenarios.

Superintendent Black believes a power plant should be out in the middle of a farm to avoid car
136 exhaust. Councilmember Snelson asked about emissions. Superintendent Black answered that the
Scantech testing proved that raising our stacks is necessary.



138 Superintendent Black continued by explaining that the current stacks are 61 feet tall. The
140 proposed new stacks need to be 85 feet tall to get the dissipation needed. Because of our current air
142 quality, our permit prohibits running all of our engines at once. In order to run all the engines, we need to
144 purchase new engines and raise the stacks. Councilmember Snelson asked about replacing the engines
all at once. Superintendent Black answered that the current proposal is to replace three engines at once.
Currently, there are four old engines and an empty foundation for a new engine. The best option is to buy
three new engines. This gives Springville about 28-31 MW (megawatts) instant capacity depending on
which engine Springville selects.

146 Councilmember Jensen said because the Power Department has planned ahead, the reserve
balance is appropriate. Some neighboring cities have their own power and some don't. He said Springville
148 City is doing a great job. Councilmember Snelson said we are better off. Superintendent Black said the
price of natural gas will drop. Eight gigawatts of coal production ends in the next few years. Springville
150 City can adapt to changes in the market because of our natural gas resources.

He also researched the cost of municipal solar batteries compared to natural gas engines. He
152 researched 40 feet container solar batteries with an estimated 15 year lifespan. The price is \$7.61 per
megawatt for a natural gas engine with a 40 or 50-year lifespan. A solar battery costs \$115.98 per
154 megawatt just to buy the solar batteries without filling it with market power or solar power. Mayor Pro Tem
Crandall thanked Superintendent Black for taking the time to add the costs of solar batteries to his report.
156 Councilmember Monney asked about what happens when the 40-foot container solar batter reaches its
lifespan. Superintendent Black said they would need to be recycled. Superintendent Black reviewed
158 global fuel prices. Councilmember Monney said as a member of the Power Board for the past seven
years, he is amazed at how we have diversified and changed our power portfolio. When the power load
160 demand goes up, instead of going out to market, we can use our generators to keep the costs down and
avoid a large price hit.

162 3. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

164 c) Discussion with Department Directors

There were none.

166 d) Mayor and Council Reports

168 Mayor Pro Tem Crandall thanked department directors for preparing for all the extra meetings on
the budget this month. She complimented Superintendent Black on his expertise and presentation.

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

172 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
174 reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by UCA 52-
4-205.

176 There was none.

178 5. ADJOURNMENT

COUNCILMEMBER CRANDALL MOVED TO ADJOURN THE WORK/STUDY MEETING OF
180 THE SPRINGVILLE CITY COUNCIL AT 6:19 P.M.

COUNCILMEMBER SNELSON SECONDED THE MOTION, ALL VOTED AYE.



186 *This document constitutes the official minutes for the Springville City Council Work/Study meeting held on*
187 *Tuesday, February 11, 2020.*

188 *I, Jennifer Grigg, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for*
189 *Springville City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and*
190 *accurate, and complete record of this meeting held on Tuesday, February 11, 2020.*

192

194

DATE APPROVED: _____

196

Jennifer Grigg
Deputy Recorder

198

200

DRAFT





MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY, FEBRUARY 18, 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, Library Director Dan Mickelson, and Museum of Art Associate Director Janessa Van Buren.

CALL TO ORDER

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

COUNCIL BUSINESS

1) Calendar

- Mar 03 - Work/Study Meeting 5:30 p.m., City Council Meeting 7:00 p.m.
- 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.

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 Monney
- b) Pledge of Allegiance - Councilmember Crandall
- c) Consent Agenda
 2. Approval of minutes for the January 14, 2020 Work Study meeting and the January 28, 2020 Budget Planning meeting
 3. Approval of the Mayor's appointments of Andrew Bird, Kurtt Boucher, Jonathan Duncan and Jeffrey Hardy to the Active Transportation Ad Hoc Committee

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

44 **DISCUSSIONS/PRESENTATIONS**

45 a) **Allen's Block Development Discussion - Josh Yost, Community Development Director**

46 Administrator Fitzgerald reported a few weeks ago the Council asked for more information on an
Ordinance regarding zoning. He explained staff put together code language for the Council to review and
48 stated work would need to be done by March 10, 2020 to have it go before the Planning Commission.

Yost reviewed the staff recommendation for the 400 South Main Street new zone concept draft.

50 Councilmember Packard asked for information on the minimum setback and maximums. Yost
explained sidewalk space would need to be looked at, making sure there was enough sidewalk for
52 pedestrian traffic and was more conducive to setbacks.

Councilmember Jensen commented he preferred the look of a Reynolds type building versus a
54 stark parking lot.

Councilmember Snelson asked if there would be additional open spaces, to allow access to the
56 green space areas, in order to have active community involvement in the space.

Yost explained staff was taking into consideration consolidating driveway access. Both for
58 pedestrian use vehicle conflicts and the efficient use of the site. Parking requirements were done for all
of the uses on the site. The concept is short on the minimum required parking and within the leeway the
60 city requires.

Councilmember Packard commented he was concerned about giving flexibility on parking with all
62 of the different uses. He doesn't want there to be great places to go, but no place to park. Fitzgerald
expressed it was not automatically granted, the applicant would need to justify it to the Planning
64 Commission. He stated if the council would like, staff could schedule another work session or look into it
more deeply.

Fitzgerald expounded on the responsibilities of the Planning Commission and ultimately the city
66 council would make the decision.

Yost commented, permitted uses would include multi-family, assisted living and senior
68 independent living. Councilmember Packard expressed there would seem to be more conducive areas
70 of the city for these uses than on the prime corner of main street. Yost explained with more diversity and
varied land use, it would be more resilient and resistant to market shifts.

Fitzgerald reported, permitted uses could also be tightened by the council.

Councilmember Jensen expressed the need to be receptive to development and a revitalized
74 downtown, but not make decisions for the developer. It needs to get done and done right.

Councilmember Packard expressed time needs to be taken to make sure it's done right and to
76 walk our way through each area. He is concerned about traffic and would like to see a traffic study.

Fitzgerald explained the different types of traffic studies, those needed when planning for the
78 future or those for a proposed development.

Councilmember Jensen expressed we should move forward for the good of our city not
80 necessarily the developer. The Council should press forward regardless of the developer, which may or
may not move forward, the zoning just needs to get done. Councilmember Snelson was in agreement.

82 Mayor Child expressed the decision will not please everyone. He said in talking with citizens about
their wants, most have expressed wanting to come downtown and shop. We need businesses that will
84 invite others downtown.

Fitzgerald stated staff would go forward with a draft of code language and move it forward to the
86 Planning Commission, noting it would take some time. It will then come back to the council for review.

Councilmember Packard expressed his concern was having a zone change and then not being
88 happy with what we have. Fitzgerald it will be a zone text amendment, going forward would be a zoning
map amendment and Council would have legislative discretion.

90 Monney was pleased with the direction staff was taking.

92 **b) Youth City Council Discussion - John Penrod, Assistant City Administrator/City Attorney**

93 Penrod reported they were currently in the process of finding a new adult coordinator to help with
94 the Youth City Council (YCC). He reviewed the YCC budget and what had been used. A participation fee
95 of \$25 is required which includes a shirt, the application process ends April 30, 2020. Members are 9th to
96 12th grade youth. He asked the council how they would like it to run. Over the last few years it has morphed
97 into a service group.

98 Councilmember Snelson expressed the need to define their purpose. Penrod provided options,
99 he stated a mission statement was needed, and explained the youth participate on boards and
100 commissions, service projects, and community projects.

101 Penrod asked if the council wanted staff to put something together with ideas for the council to
102 review.

103 Councilmember Monney was approached and asked what they could do in addition to service
104 projects.

105 Penrod expressed he would like to have a coordinator in place and have discussions with the
106 council and staff.

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

109 Mayor Child asked for any other comments. There were none.

110

111 **5) CLOSED SESSION**

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

116 There was none.

118 **ADJOURNMENT**

120 COUNCILMEMBER SNELSON MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE
121 SPRINGVILLE CITY COUNCIL AT 6:53 P.M.

122 COUNCILMEMBER PACKARD SECONDED THE MOTION, ALL VOTED AYE.

124

126

127 *This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday, February 18,*
128 *2020.*

129 *I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County,*
130 *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,*
131 *February 18, 2020.*

132

133 DATE APPROVED: _____

136

Kim Crane, CMC
City Recorder

138



STAFF REPORT

DATE: March 10, 2020

TO: Honorable Mayor and City Council

FROM: Laura Thompson, City Planner II

SUBJECT: ACC VENTURES, LLC, SEEKING A RECOMMENDATION TO VACATE THE ART CITY CENTER CONDO PLAT LOCATED AT 79 W 900 N IN THE CC-COMMUNITY COMMERCIAL ZONE.

RECOMMENDED MOTION

Motion to grant approval for the vacation of the Art City Center Condo Plat.

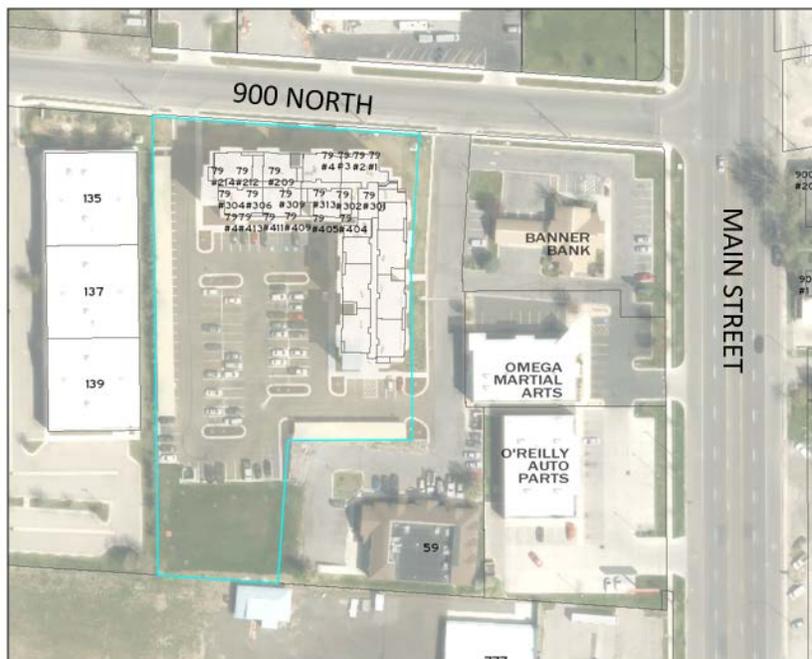
SUMMARY OF ISSUES/FOCUS OF ACTION

- Does the vacation meet the requirements of City Code Section 14-7-101?
- Is the City Council satisfied that neither the public nor any person will be materially injured by the proposed vacation and is there good cause for such action?

BACKGROUND

The Art City Center Condo project was approved by the City in 2016 and recorded in April of 2018. The mixed-use project consists of commercial office space and climate-controlled storage units on the first floor and 42 residential units on the top two floors.

The original intent of approving the project as a condominium plat, was to allow each unit to be separately owned. Since the approval, the project has been owned by one entity, who would like to vacate the condominium plat, keeping the property in one ownership



DISCUSSION

No site changes or alterations are being made to the property as part of the proposed vacation. The vacation will simply remove the separate serial numbers for each unit and remove the declarations and individual interest in common areas as required on a condominium plat.

The Development Review Committee reviewed the preliminary plan on February 10, 2020. There were no items of concern.

PLANNING COMMISSION REVIEW

The Planning Commission considered the vacation on February 25, 2020 as part of the consent agenda.

COMMISSION ACTION: Commissioner Ellingson moved to recommend approval to vacate the Art City Center Condo Plat located at 79 W 900 N in the CC-Community Commercial Zone. Commissioner Farrer seconded the motion. Approval was unanimous.

Commission Vote

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

ALTERNATIVES

1. Approve the proposed vacation.
2. Alter or amend the proposed vacation; or
3. Deny the vacation

Laura Thompson
City Planner II

Attachments

cc:

AFFIDAVIT OF WITHDRAWAL

STATE OF UTAH)
:SS
COUNTY OF UTAH)

The undersigned, ACC VENTURE LLC, dba ART CITY APARTMENTS, attests that he is the sole Record Owner of all real estate associated with ART CITY CENTER CONDOMINIUMS recorded April 11, 2018 as Entry No. 33633-2018, a Utah Condominium Project, including all 46 Condominium units, workout room, gathering room, and associated common areas, located in Springville, Utah. The Project is located on a parcel of property in Springville, Utah surveyed as follows:

A PARCEL OF LAND LYING IN THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MONUMENTING THE WEST 1/4 CORNER OF SAID SECTION 28; THENCE S 00°19'40" E A DISTANCE OF 680.08 FEET AND EAST A DISTANCE OF 1314.84 FEET TO THE REAL POINT OF BEGINNING:

THENCE S 86°00'38" E 260.90 FEET; THENCE S 03°44'00" W 126.39 FEET; THENCE S 00°17'00" E 169.96 FEET; THENCE S 89°43'00" W 121.22 FEET; THENCE S 04°00'00" W 138.88 FEET; THENCE N 86°00'00" W 117.34 FEET; THENCE N 00°38'00" W 445.21 FEET TO THE POINT OF BEGINNING. CONTAINING 2.15 ACRES (93646 FT^2).

Also known as: Unit No.(s) 201 through 214, 301 through 314, 401 through 407, Workout Room, Gathering Room, 409 through 414, Office Space 1 – 4 and Storage Unit 1, ART CITY CENTER CONDOMINIUMS, AS THE SAME IS IDENTIFIED IN THE Condominium Plat recorded in Utah County Recorder, as Entry No. 33633:2018 of the official records of the County Recorder of Utah County, Utah and in the Declaration of Condominium for Art City Center Condominiums, recorded in Utah County, Utah as Entry No. 33634:2018 of the official records of the County Recorder of Utah County, Utah, together with a 100% ownership percentage of ownership interest in the Common Areas, Limited Common Areas, and facilities.

The following is shown for information purposes only: Tax ID / Parcel No. 34-614-0001, 34-614-0002, 34-614-0003, 34-614-0004, 34-614-0005, 34-614-0006, 34-614-0201, 34-614-0202, 34-614-0203, 34-614-

0204, 34-614-0205, 34-614-0206, 34-614-0207, 34-614-0208, 34-614-0209, 34-614-0210, 34-614-0211, 34-614-0212, 34-614-0213, 34-614-0214, 34-614-0301, 34-614-0302, 34-614-0303, 34-614-0304, 34-614-0305, 34-614-0306, 34-614-0307, 34-614-0308, 34-614-0309, 34-614-0310, 34-614-0311, 34-614-0312, 34-614-0313, 34-614-0314, 34-614-0401, 34-614-0402, 34-614-0403, 34-614-0404, 34-614-0405, 34-614-0406, 34-614-0407, 34-614-0408, 34-614-0409, 34-614-0410, 34-614-0411, 34-614-0412, 34-614-0413, 34-614-0414, 34-614-0415

The undersigned owner attests that the property is not further encumbered by liens, mortgages or any other interests other than those represented by the Undersigned.

The undersigned sole-owner wishes, pursuant to the Utah Condominium Ownership Act, Section 57-8-1 et Seq., (specifically Section 57-8-22 "Removal of Property from statutory provisions") to withdraw the entirety of the project from the effects of the Utah Condominium Ownership Act, returning said property to its prior status as a single parcel.

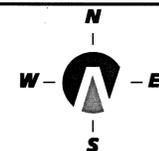
Dated this _____ day of _____, 20____.

PERSONALLY APPEARED BEFORE ME _____ [name of person(s)], WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVIDED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, AND WHO AFFIRMED THAT HE/SHE IS THE _____ (title), OF ACC VENTURE LLC, dba ART CITY APARTMENTS LIMITED LIABILITY COMPANY, BY AUTHORITY OF ITS MEMBERS OR ITS ARTICLES OF ORGANIZATION, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

Notary Full Name _____, A NOTARY COMMISSIONED IN UTAH
COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

ART CITY CENTER

A VACATION, LOT 3 OF JACKSON SUTTON PLAT C, A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDAN, UTAH COUNTY, UTAH



(24"x36")
SCALE 1" = 30'
(11"x17")
SCALE 1" = 60'

SURVEYOR'S CERTIFICATE

I, KIM WAYNE LUNDEBERG, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 354377 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY THAT THE BOUNDARY DESCRIPTION BELOW CORRECTLY DESCRIBES THE LAND SHOWN UPON THIS MAP WHICH WILL BE CONSTRUCTED AS "ART CITY CENTER" CONDOMINIUM PROJECT; THAT THE CONDOMINIUM PLAT FOR SAID CONDOMINIUM PROJECT IS ACCURATE AND COMPLIES WITH THE PROVISIONS OF SECTION 57-8-13(1) OF THE UTAH CONDOMINIUM OWNERSHIP ACT; AND THAT THE REFERENCE MARKERS SHOWN ON SAID MAP ARE LOCATED AS SHOWN AND ARE SUFFICIENT TO READILY RETRACE OR RE-ESTABLISH THIS SURVEY.

DATE: 09-15-16

Kim Wayne Lundberg
KIM WAYNE LUNDEBERG, R.L.S.

ENT: 336332018 Map # 15991
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Rev. 11-11-13
RECORDED FOR SPRINGVILLE CITY CORPORATION

BOUNDARY DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MONUMENTING THE WEST 1/4 CORNER OF SAID SECTION 28; THENCE SOUTH 678.01 FEET AND EAST 1318.71 FEET TO THE REAL POINT OF BEGINNING;

THENCE S 86°16'00" E 261.06 FEET; THENCE S 03°44'00" W 129.61 FEET; THENCE S 00°17'00" E 169.96 FEET; THENCE S 89°43'00" W 121.22 FEET; THENCE S 04°00'00" W 138.88 FEET; THENCE N 86°00'00" W 117.34 FEET; THENCE N 00°38'00" W 447.27 FEET TO THE POINT OF BEGINNING. CONTAINING 2.17 ACRES (94335 sq.ft.).

ENT: 336332018 Map # 15991
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Rev. 11-11-13
RECORDED FOR SPRINGVILLE CITY CORPORATION

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED HEREON AS "ART CITY CENTER" A CONDOMINIUM PROJECT LOCATED ON SAID TRACT OF LAND, HAVE CAUSED A SURVEY TO BE MADE AND THIS CONDOMINIUM PLAT TO BE PREPARED, DO HEREBY GIVE OUR CONSENT TO THE RECORDATION OF THIS CONDOMINIUM PLAT AND SUBMIT THIS PROPERTY TO THE UTAH CONDOMINIUM OWNERSHIP ACT.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 18th DAY OF October, A.D. 2016

Joe M. Johnson Joe M. Johnson
J. Brad Morgan J. Brad Morgan
FOR ART CITY CENTER, LLC

UTILITY DEDICATION

ART CITY CENTER, LLC, OWNERS OF THE PARCEL OF LAND WHICH IS SHOWN UPON THE PLAT OF ART CITY CENTER PLAT, A UTAH EXPANDABLE CONDOMINIUM PROJECT, DOES CONSENT TO THE PREPARATION AND RECORDATION OF THIS PLAT AND DOES HEREBY OFFER AND CONVEY TO ALL PUBLIC UTILITY AGENCIES AND THEIR SUCCESSORS AND ASSIGNS A PERMANENT EASEMENT AND RIGHT-OF-WAY AS SHOWN BY THE AREAS MARKED COMMON AREA (UTILITY EASEMENT) ON AND WITHIN THIS PLAT FOR CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN ELECTRICAL, TELEPHONE, NATURAL GAS, SEWER, STORM DRAIN, LAND DRAIN AND WATER LINES APPURTENANCES, TOGETHER WITH THE RIGHT-OF-WAY ACCESS THERETO.

PLANNING COMMISSION APPROVAL

REVIEWED THIS 12th DAY OF April, A.D. 2016 BY THE

Paul G. [Signature]
COMMUNITY DEVELOPMENT DIRECTOR OF SPRINGVILLE CITY PLANNING COMMISSION.
COMMUNITY DEVELOPMENT DIRECTOR

RESERVATION OF COMMON AREA

ART CITY CENTER, LLC, IN RECORDING THIS PLAT OF ART CITY CENTER PLAT, A UTAH EXPANDABLE CONDOMINIUM PROJECT, HAS DESIGNATED CERTAIN AREAS OF LAND AS COMMON AREAS, INTENDED FOR THE USE BY THE CONDOMINIUM OWNERS IN ART CITY CENTER CONDOMINIUMS PLAT, FOR INGRESS, EGRESS, RECREATION, AND OTHER RELATED ACTIVITIES. THE DESIGNATED AREAS ARE NOT DEDICATED HEREBY FOR USE BY THE GENERAL PUBLIC BUT ARE RESERVED FOR THE COMMON USE AND ENJOYMENT OF THE CONDOMINIUM OWNERS IN ART CITY CENTER PLAT, AS MORE FULLY PROVIDED IN THE DECLARATION OF CONDOMINIUM OF ART CITY CENTER WHICH SHALL BE RECORDED CONCURRENTLY WITH THIS CONDOMINIUM PLAT AND WHICH SHALL BE EFFECTIVE UPON SUCH RECORDATION WITH THE UTAH COUNTY RECORDER.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 18th DAY OF October, A.D. 2016

Joe M. Johnson
STATE OF UTAH } s.s.
COUNTY OF UTAH }
BY *Joe M. Johnson*
JOEL M. JOHNSON

ON THE 18th DAY OF October, A.D. 2016, PERSONALLY APPEARED BEFORE ME *Joe M. Johnson* (NAME OF PERSON(S)), WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, AND WHO AFFIRMED THAT HE/SHE IS THE *Joe M. Johnson* (TITLE) OF *Art City Center, LLC* (NAME OF LLC) LIMITED LIABILITY COMPANY, BY AUTHORITY OF ITS MEMBERS OR ITS ARTICLES OF ORGANIZATION, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

10/2/16 MY COMMISSION EXPIRES NOTARY PUBLIC RESIDING AT *2020 W. [Address]*
STATE # 653191 # 403141

ART CITY CENTER

A VACATION, LOT 3 OF JACKSON SUTTON PLAT C, A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDAN, UTAH COUNTY, UTAH

CONDO PLAT 1 OF 5

SPRINGVILLE UTAH COUNTY, UTAH

SCALE: 1" = 30 FEET

SURVEYOR'S SEAL PROFESSIONAL LAND SURVEYOR No. 354377-2011 KIM WAYNE LUNDEBERG STATE OF UTAH	NOTARY PUBLIC SEAL STATE OF UTAH	CITY-COUNTY ENGINEER SEAL SPRINGVILLE, UTAH 10/2/16 ENGINEERING SEAL	CLERK-RECORDER SEAL SPRINGVILLE, UTAH
--	-------------------------------------	---	--

APPROVAL AS TO FORM
APPROVED THIS 12th DAY OF April, A.D. 2016 BY

Paul G. [Signature]
SPRINGVILLE CITY ATTORNEY

SPRINGVILLE CITY MAYOR'S APPROVAL
THIS CONDOMINIUM PROJECT WAS APPROVED AND ACCEPTED THIS 3rd DAY OF May, A.D. 2016
Paul G. [Signature]
SPRINGVILLE CITY MAYOR

Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT

1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

15991

SHEET 1 OF 5

LOT 3 SITE TABLE		
PART	AREA (sq. ft.)	%
STRUCTURE(S)	19,589.41	20.77
PAVEMENT/ HARD SURFACE	45,585.18	48.32
LANDSCAPE/ OPEN SPACE	29,160.41	30.91
TOTAL	94,335	100.00

QUESTAR GAS ACCEPTANCE

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF APPROXIMATING THE LOCATION, BOUNDARIES, COURSES AND DIMENSIONS OF ITS RIGHT-OF-WAY AND EASEMENTS AND ITS EXISTING FACILITIES. THIS APPROVAL SHALL NOT BE CONSTRUED TO WARRANT OR VERIFY THE PRECISE LOCATION OF SUCH ITEMS. THE RIGHT-OF-WAY AND EASEMENTS ARE SUBJECT TO NUMEROUS RESTRICTIONS APPEARING ON THE RECORDED RIGHT-OF-WAY AND EASEMENT GRANT(S) OR BY PRESCRIPTION. QUESTAR MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABRIGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHT, OBLIGATION OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT. INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION OR THE NOTES. AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION INCLUDING INFORMATION RELATED TO ALLOWED ACTIVITIES WITHIN RIGHTS OF WAY, PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532

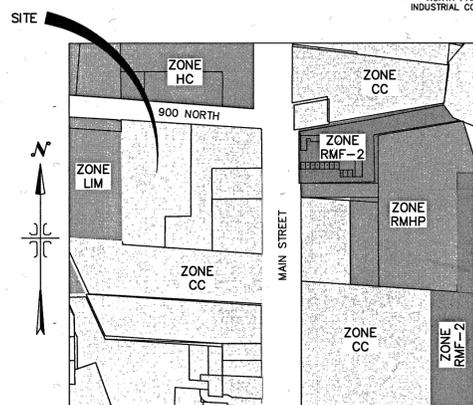
APPROVED THIS 16th DAY OF October, 2016

QUESTAR GAS COMPANY

BY: *Paul Mott*
TITLE: *Paul Mott*

ZONE- LIM

ZONE- CC

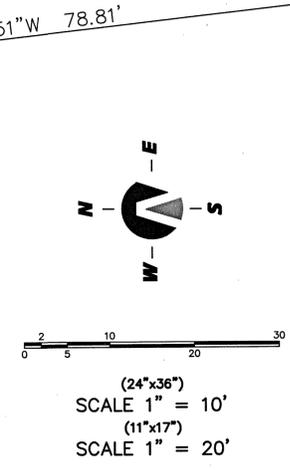
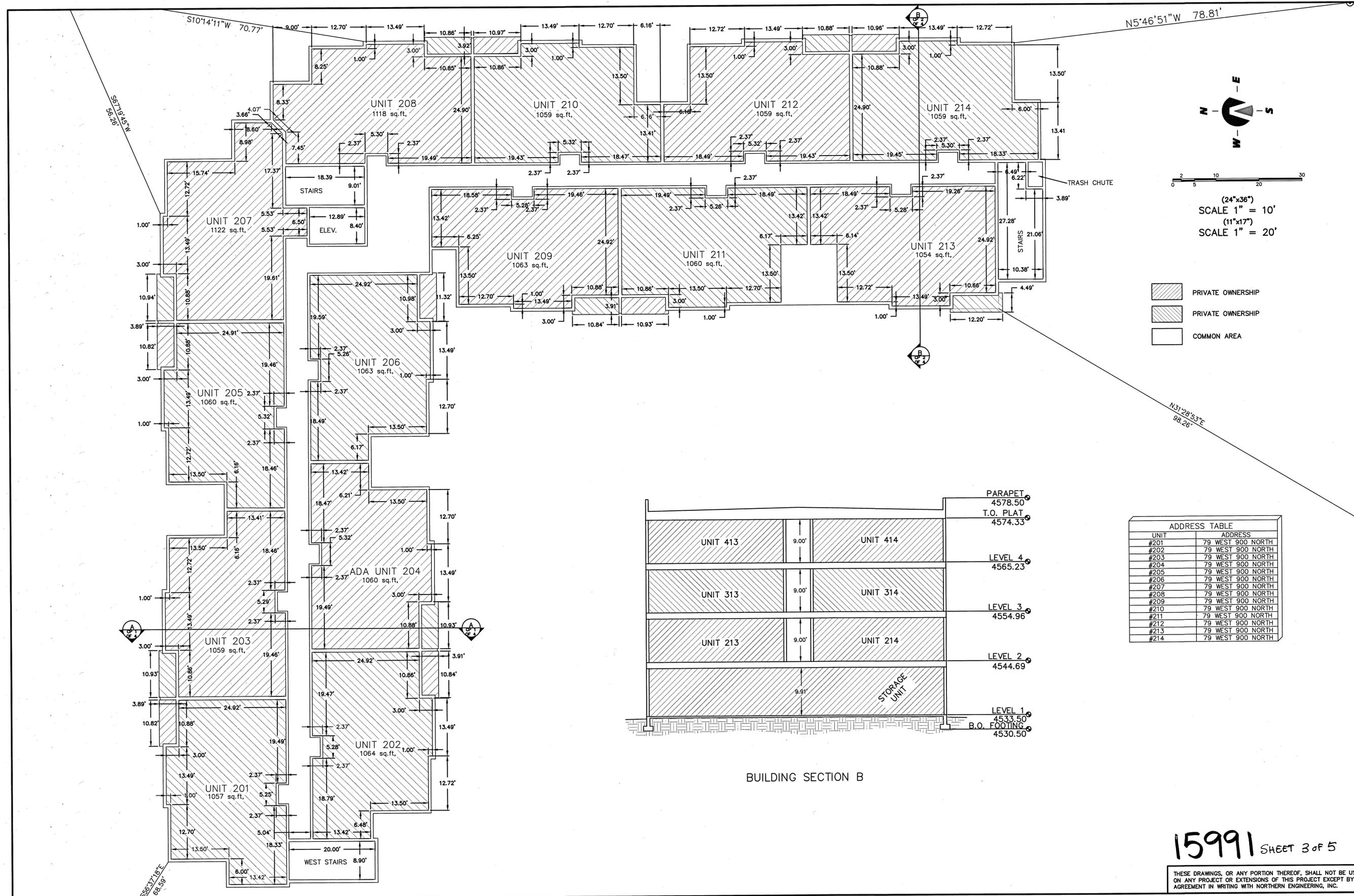


VICINITY MAP
NTS

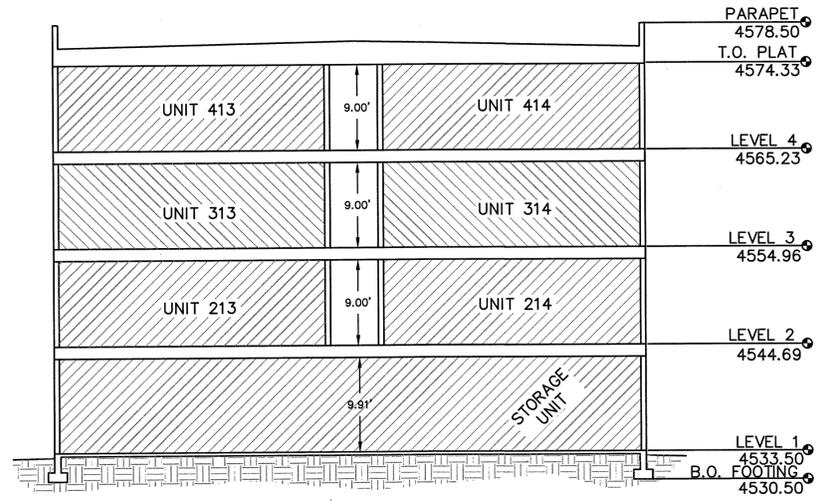
LEGEND

- FOUND BRASS CAP
- SET 5/8" IRON PIN
- CALCULATED POINT, NOT SET
- PROPERTY BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY LINE
- LOT LINE
- SECTION LINE
- EASEMENT
- EXISTING DEED LINE
- PRIVATE AREA
- DESIGNATED PARKING SPACES (LIMITED COMMON AREA)
- COMMON AREA (UTILITY EASEMENT)

LAT 3 JACKSON SUTTON C 130
SPR 28-7-3E 130



- PRIVATE OWNERSHIP
- PRIVATE OWNERSHIP
- COMMON AREA



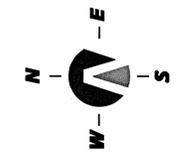
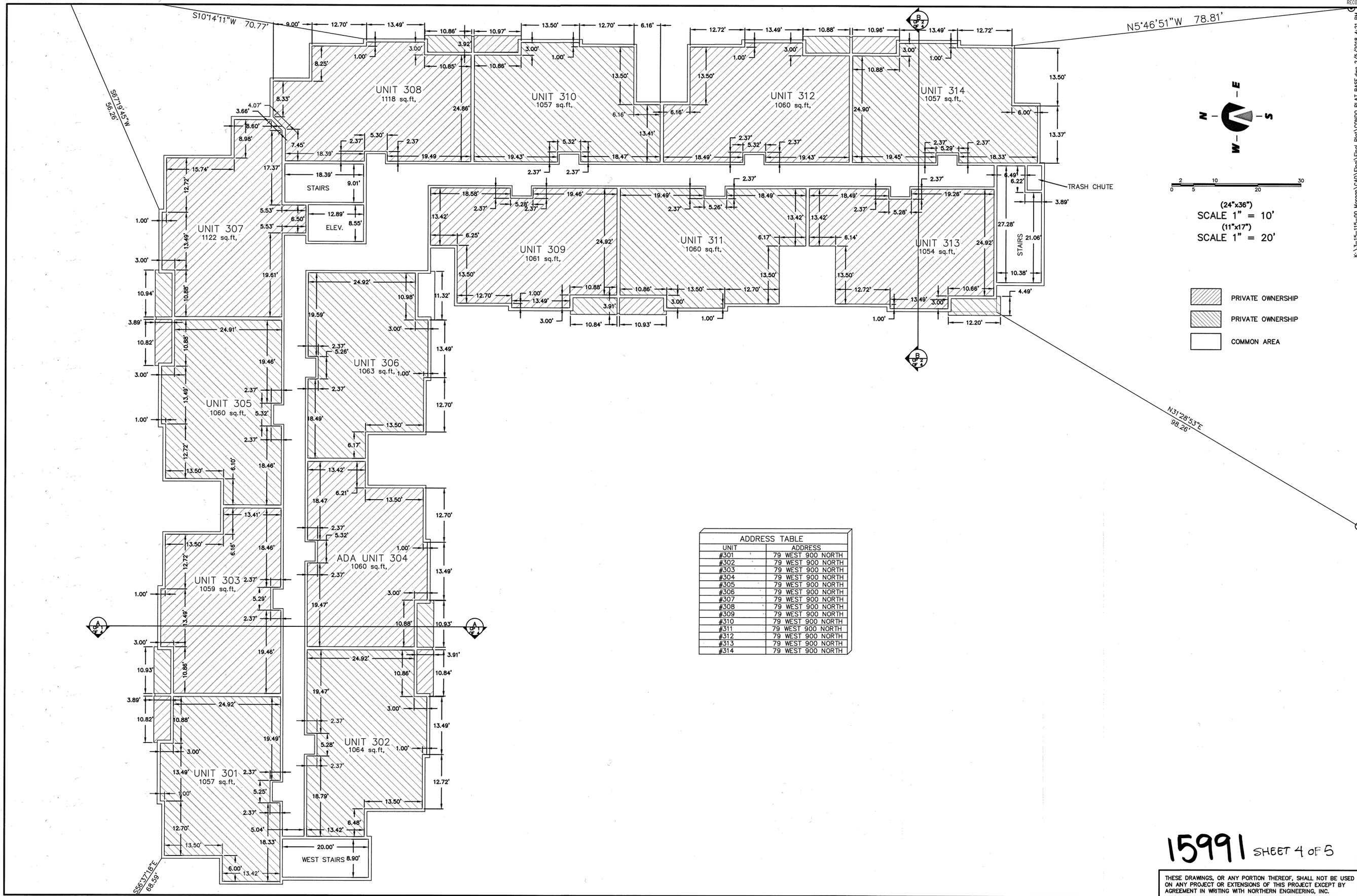
ADDRESS TABLE	
UNIT	ADDRESS
#201	79 WEST 900 NORTH
#202	79 WEST 900 NORTH
#203	79 WEST 900 NORTH
#204	79 WEST 900 NORTH
#205	79 WEST 900 NORTH
#206	79 WEST 900 NORTH
#207	79 WEST 900 NORTH
#208	79 WEST 900 NORTH
#209	79 WEST 900 NORTH
#210	79 WEST 900 NORTH
#211	79 WEST 900 NORTH
#212	79 WEST 900 NORTH
#213	79 WEST 900 NORTH
#214	79 WEST 900 NORTH

NO.	REVISIONS	DATE	BY	APP.
Northern Engineering Inc. ENGINEERING-LAND PLANNING CONSTRUCTION MANAGEMENT 1040 E. 800 N. OREM, UTAH 84057 (801) 802-8992				
ART CITY CENTER CONDO PLAT 1 OF 4 SPRINGVILLE, UTAH				
DATE: 3/07/2016 SCALE: 1" = 10 FT JOB NO.: 3-15-115 DESIGNED BY: DRAWN BY: JM SHEET NAME: CONDO PLAT SHEET: CP 3 OF 5				

15991

SHEET 3 of 5

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.



(24"x36")
 SCALE 1" = 10'
 (11"x17")
 SCALE 1" = 20'

- PRIVATE OWNERSHIP
- PRIVATE OWNERSHIP
- COMMON AREA

ADDRESS TABLE	
UNIT	ADDRESS
#301	79 WEST 900 NORTH
#302	79 WEST 900 NORTH
#303	79 WEST 900 NORTH
#304	79 WEST 900 NORTH
#305	79 WEST 900 NORTH
#306	79 WEST 900 NORTH
#307	79 WEST 900 NORTH
#308	79 WEST 900 NORTH
#309	79 WEST 900 NORTH
#310	79 WEST 900 NORTH
#311	79 WEST 900 NORTH
#312	79 WEST 900 NORTH
#313	79 WEST 900 NORTH
#314	79 WEST 900 NORTH

NO.	REVISIONS	DATE	BY

Northern INC
 ENGINEERING-LAND PLANNING
 CONSTRUCTION MANAGEMENT

84097 (801)
 862-8892

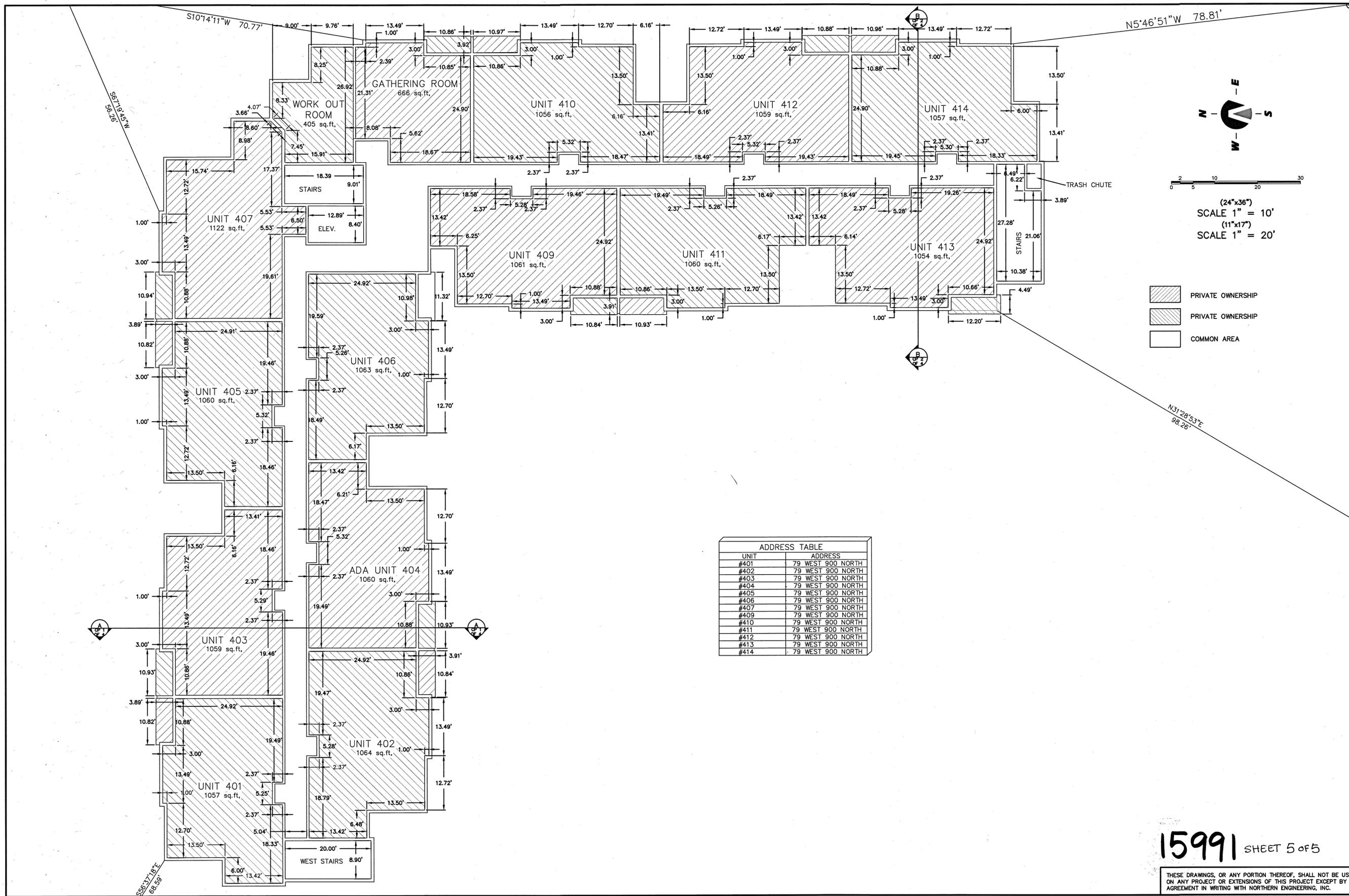
ART CITY CENTER

CONDO PLAT 3 OF 4
 SPRINGVILLE, UTAH

DATE: 3/07/2016
 SCALE: 1" = 10 FT
 JOB NO: 3-15-115
 DESIGNED BY:
 DRAWN BY: JM
 SHEET NAME:
 CONDO PLAT

15991 SHEET 4 OF 5

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(24"x36")
 SCALE 1" = 10'
 (11"x17")
 SCALE 1" = 20'

- PRIVATE OWNERSHIP
- PRIVATE OWNERSHIP
- COMMON AREA

UNIT	ADDRESS
#401	79 WEST 900 NORTH
#402	79 WEST 900 NORTH
#403	79 WEST 900 NORTH
#404	79 WEST 900 NORTH
#405	79 WEST 900 NORTH
#406	79 WEST 900 NORTH
#407	79 WEST 900 NORTH
#409	79 WEST 900 NORTH
#410	79 WEST 900 NORTH
#411	79 WEST 900 NORTH
#412	79 WEST 900 NORTH
#413	79 WEST 900 NORTH
#414	79 WEST 900 NORTH

NO.	REVISIONS	DATE	BY	APP.

Northern INC.
 ENGINEERING - LAND PLANNING
 CONSTRUCTION MANAGEMENT
 800 E. 800 N.
 OREM, UTAH
 84097 (801)
 802-8882

ART CITY CENTER

CONDO PLAT 4 OF 4
 SPRINGVILLE, UTAH

DATE: 3/07/2016
 SCALE: 1" = 10 FT
 JOB NO.: 3-15-115
 DESIGNED BY:
 DRAWN BY: JM
 SHEET NAME:
 CONDO PLAT
 SHEET:
CP 5 OF 5

15991 SHEET 5 OF 5

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.



STAFF REPORT

DATE: March 10, 2020
TO: Honorable Mayor and City Council
FROM: Bruce Riddle, Finance Director
SUBJECT: FY 2020 BUDGET AMENDMENT

RECOMMENDED MOTION

The Finance Department recommends adopting Resolution _____ to open and amend the Water Fund and Vehicle and Equipment Replacement Fund budgets for capital expenses applying to the Fiscal Year ending June 30, 2020 as outlined in Exhibit A (attached).

SUMMARY OF ISSUES/FOCUS OF ACTION

The Uniform Fiscal Procedures Act for Utah Cities sets forth the procedures for the governing body to review and increase or decrease the appropriations in operating and capital budgets of the city. The resolution will provide the budget authority for the city to proceed with the projects detailed in the report.

BACKGROUND

Unexpected revenues and expenses have emerged since the beginning of the budget year. In order to proceed with addressing the variations from the original budget, The Council will need to take action through amending the budget.

DISCUSSION

In response to new developments and after reviewing the various fund budgets the Finance Department recommends the following budget appropriation. Requests for appropriation as well as the funding sources are summarized in Exhibit A (attached). A brief description of the recommended action is as follows:

- *Water Fund*
 - UDOT has accelerated their project schedule, which necessitates the Water Department meeting a tight window of time to utilize an open trench alternative to crossing Main Street at 800 S. prior to a UDOT asphalt overlay project. Additional parts of this project are proposed in the FY2021 budget, but in order to meet the UDOT timeline, the budget amendment is requested in order to save costs by installing a 12”

waterline casing through an open trench method rather than boring under the road at a later point. Funds to accomplish the project are being redirected from project savings in the 400 S Well project.

- *Vehicle and Equipment Replacement Fund*
 - Appropriate \$65,000 from Vehicle and Equipment Replacement Fund (Golf Course) reserves to the equipment replacement budget for the replacement of a rough mower that was scheduled to be replaced in the FY 2022 budget. The mower has experienced problems with the hydraulics on three of the mower decks. Repairs are estimated by Central Shop to be approximately \$6,000. The high cost of repairs along with high operational hours already on the machine result in the Central Shop recommending that the Golf Course replace rather than repair the equipment. Other replacements scheduled for the FY2021 budget will be deferred to allow for replacement of this equipment ahead of schedule.

ALTERNATIVES

The Council has the alternative of considering different funding sources than those recommended by staff in Exhibit A. However, taking no action at all on the resolution will leave the staff without the budget authority to proceed with this project.

FISCAL IMPACT

The fiscal impacts of the proposed appropriations are included in Exhibit A.



**Exhibit A
City of Springville
Budget Amendment Form**

Fiscal Year Ending June 30, 2020

<i>Item</i>	<i>Fund</i>	<i>Dept.</i>	<i>Acct.</i>	<i>Description</i>	<i>Beginning Budget</i>	<i>Increase</i>	<i>Decrease</i>	<i>Amended Budget</i>	<i>Purpose and Funding Source</i>
Revenues									
				Utilize Reserves		\$65,000			Appropriate reserves for budget shortfall
				Total Revenue Amendments		\$65,000			
Expenditures									
	48	5861	004	Replacement Equipment	\$0	\$65,000		\$65,000	Replace rough mower
	51	6800	035	400 S Well	\$968,493		\$75,000	\$893,493	Utilize project savings to fund new project
	51	6190	890	Waterline Renewal & Replacement (10 th S.)	\$0	\$75,000		\$75,000	Appropriate savings from 400 S Well project to waterline replacement project
				Total Expenditure Amendments	\$968,493	\$140,000	\$75,000	\$1,033,493	



RESOLUTION #2020-XX

A RESOLUTION OPENING AND AMENDING THE WATER FUND AND VEHICLE AND EQUIPMENT REPLACEMENT FUND BUDGETS FOR CAPITAL EXPENSES APPLYING TO THE FISCAL YEAR ENDING JUNE 30, 2020 AS OUTLINED IN EXHIBIT A.

WHEREAS, the City Council has received a recommendation from the Administration that the Springville City Water Fund and Vehicle and Equipment Replacement Fund budgets be opened and amended for capital expenses; and,

WHEREAS, on March 17, 2020 the City Council held a duly noticed regular meeting to ascertain and discuss the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the Administration's recommendation, and facts and comments presented to the City Council, the Council finds the proposed appropriations reasonably 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:

The Budget Officer is hereby authorized and directed to amend the budgets in the Water Fund and Vehicle and Equipment Replacement Fund for capital expenses as outlined in Exhibit A.

PART II:

This resolution shall take effect immediately.

END OF RESOLUTION.

PASSED AND APPROVED this 17th day of March 2020.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder

**Exhibit A
City of Springville
Budget Amendment Form**

Fiscal Year Ending June 30, 2020

<i>Item</i>	<i>Fund</i>	<i>Dept.</i>	<i>Acct.</i>	<i>Description</i>	<i>Beginning Budget</i>	<i>Increase</i>	<i>Decrease</i>	<i>Amended Budget</i>	<i>Purpose and Funding Source</i>
Revenues									
				Utilize Reserves		\$65,000			Appropriate reserves for budget shortfall
				Total Revenue Amendments		\$65,000			
Expenditures									
	48	5861	004	Replacement Equipment	\$0	\$65,000		\$65,000	Replace rough mower
	51	6800	035	400 S Well	\$968,493		\$75,000	\$893,493	Utilize project savings to fund new project
	51	6190	890	Waterline Renewal & Replacement (10 th S.)	\$0	\$75,000		\$75,000	Appropriate savings from 400 S Well project to waterline replacement project
				Total Expenditure Amendments	\$968,493	\$140,000	\$75,000	\$1,033,493	



STAFF REPORT

DATE: March 13, 2020

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney
Cari Thomsen, Paralegal

SUBJECT: CONSIDERATION OF A RESOLUTION THAT APPROVES A SETTLEMENT AGREEMENT BETWEEN SPRINGVILLE CITY, EAST BAY RV, LLC, AND PRESERVE SPRINGVILLE, LLC.

RECOMMENDED MOTIONS

Motion to approve Resolution No. ____A that approves a Settlement, Mutual Release of All Claims, and Operation Agreement between Springville City, East Bay RV, LLC and Preserve Springville, LLC.

BACKGROUND

Springville City and the East Bay RV Park has a long history of disputes over the past 10 to 20 years. The highlights of the disputes are outlined in the proposed resolution attached to this report.

As part of the lengthy disputes, Springville City recently filed a legal action against the RV Park to resolve several disputes. The proposed settlement agreement that is attached to the proposed resolution is to resolve the most recent legal action.

Pertinent provisions of the proposed settlement agreement are as follows:

- Prior Disputes. It resolves all prior disputes, including, but not limited to, the City's current legal action against East Bay.
- RV Operations. The agreement requires the RV Park to comply with the City's current RV ordinance, meaning an RV and/or patron may only stay in the RV Park for 120 days in a calendar year, with the following exceptions:
 - The RV Park may have 5 stalls for employees use that may have unlimited stay periods.
 - The RV Park may continue to have 15 cabin units that may stay until May 2024. Under prior agreements, East Bay was allowed to maintain the cabin units until 2024. The cabin unit stay periods for a patron shall be for a 120 day stay in a calendar year.

- The RV Park may allow propane tanks up to 130 gallons as long as they meet code requirements.
- Penalties. Penalties for violating shall be as follows:
 - First 5 violations in a 12-month period shall be for whatever the RV Park makes off of the violation and \$50 a day while the park is in violation.
 - Any violation after 5 in a 12-month period shall include what the RV Park makes off of the violation and \$500 a day while the park is in violation.
- New Owner. East Bay is in the process of selling the RV Park to Preserve Springville, LLC. Should that transaction fall through, the settlement agreement will become void and the legal action continued.

FISCAL IMPACT

None at this time.

Attachments: Proposed Resolution and Settlement Agreement.

RESOLUTION #2020-XX

A RESOLUTION APPROVING A SETTLEMENT AGREEMENT BETWEEN SPRINGVILLE CITY, EAST BAY R.V., LLC AND PRESERVE SPRINGVILLE, LLC.

RECITALS

A. WHEREAS, in or around 1999, a recreational vehicle campground (the “RV Park”) was developed and commenced operating at the location of 1550 North 1750 West in Springville (the “Property”); and

B. WHEREAS, when the RV Park was developed, RV’s were only allowed to stay for 15 days and, at some point prior to 2000, a legal action was commenced against the City because the RV Park operator desired to operate the RV Park in a way that allowed for several continuous 15-day stays in a row; and

C. WHEREAS, on or about May 31, 2000, the Property’s owner and the City entered into a settlement agreement that permitted recreational vehicles for up to eight 15-day periods, for a maximum total of 120 days; and

D. WHEREAS, in 2011, the Property was conveyed to East Bay RV, LLC; and

E. WHEREAS, on or about June 5, 2012, the City passed Ordinance No. 05-2012 to revise Springville City Code §§ 11-3-402, 11-6-119 (the “Code”), which among other things, authorized an RV to stay in an RV park for a period of up to 120 days in a calendar year; and

F. WHEREAS, East Bay filed a legal action against the City over the City’s new RV ordinance; and

G. WHEREAS, in 2014, the parties entered into another settlement agreement that allowed RV’s to stay in the park for 120 days followed by a 10-day hiatus period;

H. WHEREAS, since 2014, there have been several disputes between the parties, and recently, the City filed legal action against East Bay; and

I. WHEREAS, the proposed settlement agreement attached to this resolution resolves all prior disputes and allows East Bay, and its successors, to operate an RV Park in compliance with Springville’s current ordinance (with some exceptions), which will allow an RV and/or a patron to stay in the RV Park for no longer than 120 days in a calendar year and to allow the RV Park to maintain 15 cabin units until May 2024; and

J. WHEREAS, after considering the facts, comments and recommendations presented to the City Council, the Council finds that this Resolution and the attached Settlement Agreement is in the best interests of the City 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 CITY, UTAH:

SECTION 1. Agreement Approval. The Settlement, Mutual Release of All Claims and Operation Agreement, substantially in the form attached as EXHIBIT A, is approved and shall be executed by Springville City.

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

PASSED AND APPROVED this 17th day of March 2020.

ATTEST

By _____
Richard J Child, Mayor

Kim Crane, Recorder

EXHIBIT A

**SETTLEMENT, MUTUAL RELEASE OF ALL CLAIMS,
AND OPERATION AGREEMENT**

EXHIBIT B

NOTICE OF INTERLOCAL AGREEMENT BETWEEN THE SPRINGVILLE CITY REDEVELOPMENT AGENCY AND SPRINGVILLE CITY

The Springville City Redevelopment Agency (the "Agency") and the Springville City, Utah jointly provide this notice of an Interlocal Agreement entered into by and between the Agency and the City, in which the City consents to the Agency receiving a portion of sales tax revenues generated by sales within a portion of the Springville North Community Development Project Area for the purpose of facilitating development within the Project Area. A copy of the Interlocal Agreement is and will be available for public inspection and copying at the Agency offices located at 110 South Main Street, Springville, Utah 84663, between the hours of 9:30 am and 5:00 pm, Monday through Friday, for a period of at least 30 days following the publication of this notice. During that 30-day period, any person in interest may contest the Interlocal Agreement, or the procedure used to adopt it, for failure to comply with any applicable statutory requirements. After that 30-Day Period, no person may contest the Interlocal Agreement for any cause.

SETTLEMENT, MUTUAL RELEASE OF ALL CLAIMS, AND OPERATION AGREEMENT

This Settlement, Mutual Release of all Claims, and Operation Agreement (the “**Agreement**”) entered into on this ___ day of March, 2020 by and among City of Springville (the “**City**”), East Bay R.V., LLC, a Utah limited liability company (“**East Bay**”), and Preserve Springville, LLC, a Utah limited liability company (“**Preserve**”). The City, East Bay, and Preserve may be collectively referred to as the “**Parties**” and individually as a “**Party**” herein.

RECITALS

A. WHEREAS, sometime prior to March 1999, a KOA campground was developed and operated at the real property commonly known as 1550 North 1750 West in Springville (the “**Property**”);

B. WHEREAS, on or about May 31, 2000, the Property’s owner and the City entered into that first settlement agreement that permitted recreational vehicles (“**RV**”) to stay on the Property for the 15-day period as set forth in the City’s ordinances and such 15-day period could be renewed seven times, for a maximum total of 120 days (the “**2000 Agreement**”);

C. WHEREAS, on or about February 3, 2011, the Property’s owner conveyed the Property to F. McKay Winkel. Upon that conveyance, F. McKay Winkel became the successor and assign of the Property’s owner under that 2000 Agreement;

D. WHEREAS, on or about July 20, 2011, F. McKay Winkel conveyed the Property to East Bay by a quit claim deed. Upon that conveyance, East Bay became the successor and assign of F. McKay Winkel under that 2000 Agreement;

E. WHEREAS, on or about June 5, 2012, the City passed Ordinance No. 05-2012 to revise Springville City Code §§ 11-3-402, 11-6-119 (the “**Code**”), which among other things, authorized a RV to stay in a RV park for a period of up to 120 days in a calendar year;

F. WHEREAS, the City alleges that East Bay repeatedly violated the terms of the 2000 Agreement and Ordinance No. 05-2012 by permitting RVs to indefinitely stay on the Property and a dispute arose between the City and East Bay (the “**2014 Dispute**”);

G. WHEREAS, on May 6, 2014, East Bay and the City entered into a settlement agreement (the “**2014 Agreement**”) to resolve the 2014 Dispute and provide terms for the Property’s future operations;

H. WHEREAS, between 2014 and 2018, the City alleges that East Bay repeatedly violated the terms of the 2000 Agreement, the 2014 Agreement and Ordinance No. 05-2012 by permitting RVs to indefinitely stay on the Property and a dispute arose between the City and East Bay (the “**2018 Dispute**”);

I. WHEREAS, on November 13, 2018, East Bay and the City entered into a settlement agreement (the “**2018 Agreement**”) to resolve the 2018 Dispute and provide terms for the Property’s future operations;

J. WHEREAS, between 2018 and 2020, the City alleges that East Bay continued to operate the Property in violation of the 2000 Agreement, the 2014 Agreement, the 2018 Agreement and Ordinance No. 05-2012;

K. WHEREAS, Preserve desires to purchase the Property from East Bay and East Bay desires to sell the Property to Preserve (the “**Transaction**”). The Transaction is currently scheduled to Close (defined below) on March 16, 2020;

L. WHEREAS, the City and East Bay desire to terminate the 2000 Agreement, 2014 Agreement, and 2018 Agreement;

M. WHEREAS, Preserve desires to operate the Property in compliance with current Code subject to the additional, City-sanctioned operational terms; and

N. WHEREAS, the City and Preserve desire to enter into an agreement providing all of the Property’s operational terms.

NOW THEREFORE, in consideration of the recitals, mutual promises, covenants, releases, and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties, intending to be bound, hereby agree as follows:

AGREEMENT

1. Agreement Not Effective Until Property Sold. If either East Bay or Preserve fails or is unable to comply with its obligations under the Transaction and such Transaction does not Close, the entirety of this Agreement shall be deemed terminated and void and no Party hereto shall enjoy the benefits of this Agreement or shall be subject to the burdens of this Agreement. Should East Bay and Preserve Close and complete the Transaction and East Bay conveys, transfers, and warrants the Property to Preserve, this Agreement shall be effective upon the date that the Transaction Closes (the “**Effective Date**”). “**Close**” shall mean the final transaction between East Bay and Preserve of the Property upon which all agreements between East Bay and Preserve are finalized, documents are signed and exchanged, consideration passes to the East Bay, and title to the Property passes to Preserve.

2. Termination and Transfer. In consideration for the obligations herein, as of the Effective Date the 2000 Agreement, 2014 Agreement, 2018 Agreement, and all other agreements between the Parties relative to the Property shall be terminated.

3. Dismissal of Litigation. Upon the Transaction Closing, the City shall dismiss any and all pending litigation between them and any other Party that encumbers or relates to the

Property, including without limitation Utah Civil Case No. 20040079 filed with the Utah's Fourth District Court. Each party shall bear its own attorney's fees and costs.

4. Performance by the City. The City, in exchange for East Bay and Preserve's obligations hereunder, shall release all liens, lis pendens, and encumbrances it has recorded against the Property and record the conveyances of the same. The City shall provide reasonable assistance and reassurances that Preserve may require in verifying and ensuring that the Property's title is free from the City's encumbrances.

5. Operations of the Property.

a. The City and Preserve agree that Preserve shall operate the Property under the Code and the terms of this Agreement. Such terms shall not be found in violation of the Code, Ordinance No. 05-2012 or any other City ordinance, rather such terms further define and refine Ordinance No. 05-2012 and all other applicable City ordinances. To the extent the provisions of this Agreement conflict with any City rule, regulation, ordinance, or policy, the terms provided in this Agreement shall govern.

b. This Agreement shall vest Preserve's rights to the terms, and benefits and obligations thereof, in this Agreement. As a result of this Agreement, the RV campground and park on the Property shall be a vested and legally non-conforming use and the operations thereof, subject to the terms herein, shall be in compliance with the City's applicable land use laws, rules, regulations, ordinances, and policies.

c. Preserve's patrons, guests, and invitees (collectively "Patrons"), and their respective owned RVs, may Stay a cumulative total of one hundred twenty (120) days, consecutive or nonconsecutive days, each calendar year. For purposes of this Agreement "Stay" shall mean any Patrons, guests, transient and non-transient occupants, renters, and visitors who occupy or possess any portion of the Property for any purposes.

d. Section 5 (a) – (c) is intended to match the Code and provide clarity and understanding that Preserve agrees to the length of stay as contained in the current Code.

e. The City and Preserve agree that in addition to the Code and the foregoing, the following additional provisions shall govern the use and operation of the Property's RV campground and park:

(i) Five Stalls/Pads for Employees. Notwithstanding the Stay Limitations in the Code, Preserve shall be entitled to permit its employees, agents, personnel, staff, or affiliates to Stay on the Property without time limitations so long as the number of occupied stalls/pads does not exceed five (5) stalls/pads at any given time and the five stalls are occupied by employees, not patrons.

(ii) Preserve-Owned Cabin Units. From the Effective Date of this Agreement and through May 31, 2024, the City shall permit for Preserve to maintain the fifteen (15) cabin units (the "Cabins") presently on Property. During

this period, Preserve shall ensure that all Cabins are licensed, have wheels attached, have no permanent connections to utilities, and any stairs are to be removable or integrated into the unit design so that the units are mobile. In addition to other required parking, the Property must provide a minimum of one (1) off-street parking stall for each Cabin. The City hereby agrees that the Cabins currently meet this expectation.

A. Removal. On or before May 31, 2024, Preserve shall remove any and all Cabins and neither successor Preserve nor its successors, assigns or affiliates shall construct, erect, or otherwise place any cabin units or other recreational vehicles on the Property, excluding the five stalls/pads for employees as provided in Section 5 (e) (i).

B. Length of Patron Stays in Cabins. Preserve's Patrons shall be subject to the same Stay limitations as described in the Code.

(iii) Propane Tanks. Notwithstanding the City's existing laws, rules, regulations, ordinances, and policies to the contrary, including without limitation Regulation § 1 1-6-119(2)(d), Preserve and the Property shall have the vested right for a one hundred thirty (130) gallon propane tank to service the five stalls/pads for employees as provided in Section 5 (c) (iii). Such tank and its placement shall conform to all other governing and applicable fire and safety codes.

6. Guest Log Reporting.

a. Preserve shall maintain a daily guest log (the "Guest Log"). Preserve shall provide by electronic transmittal or by electronic access a copy of the Guest Log within twenty (20) days after the expiration of each month. The information in the first Guest Log shall contain information for the first month this Agreement is in effect; the second Guest Log shall contain information for the first two months this Agreement is in effect; the third Guest Log shall contain information for the first three months this Agreement is in effect; and so on through the twelfth Guest Log which shall contain information for the first twelve months the Agreement is in effect. This Guest Log Reporting requirement will continue until the complete termination of RV services being offered on the Property. In other words, the information contained in the Guest Log shall be for a rolling twelve (12) month period and Guest Logs after the first anniversary of this Agreement shall contain information for the prior twelve months. At a minimum, the Guest Log shall contain the following information:

(i) The name and permanent address of each Patron;

(ii) The date and time of arrival;

(iii) The number of the cabin or trailer unit to which the Patron(s) is assigned or, if the Patron(s) is staying in a Patron-owned unit, the stall number assigned;

(iv) The automobile make and license plate number with state of registration;

(v) The RV unit license number and identity of manufacturer; vi) the date and time of departure; and

(vi) The number of days the patron(s) has stayed in the RV Park for the current calendar year under Section 5 (c).

b. Guest Log Transmittal. Preserve shall provide to the City's Community Development Director, by electronic transmittal or by electronic access, a copy of its Log, which is required to be kept under the provisions of §7-5-102 of the City Code on a monthly basis.

c. Guest Log as Protected Record and Confidentiality. The Parties acknowledge and agree that the guest log contains commercial information regarding Preserve's confidential business interests and shall be classified as 'protected records' by the City for purposes of the Utah Government Records Access and Management Act. Preserve acknowledges that the records that the City maintains are governed by the Utah Government Records and Access Management Act ("GRAMA"). The City agrees that except as to explicitly categorized as public, it shall maintain such records in confidence unless disclosure is required by law or is expressly authorized by Preserve. If the City receives a request for non-public information relating to Preserve, the City shall notify Preserve prior to disclosure so that it has an opportunity to assert its rights under GRAMA and this Agreement. The City agrees that it will not use any of the information obtained from Preserve to compete with Preserve.

d. Accuracy and Compliance. As of the Effective Date of this Agreement, Preserve shall permit the City to visit the Property during normal business hours to verify the accuracy and completeness of the Preserve's Guest Log and inspect the Property to determine compliance with the other provisions of this Agreement. The City shall not consider a reporting error in the guest log a Violation as long as Preserve is able to demonstrate that the error was not similar to errors that have been repeatedly made in the past since the Effective Date (meaning the same general error made more than five times), unintentional, has been or can be immediately corrected, and that it will not contribute to further violations.

7. Violation of the Property's Operations.

a. Notice of Violation. At any time the City believes that Preserve is operating in violation of the provisions in Section 5, the City shall provide written notice (by certified mail) to Preserve at the addresses listed in Section 13 below describing the alleged violation in reasonable detail. If requested by Preserve, the City will use reasonable efforts to meet with Preserve within three (3) business days of Preserve's request to discuss the City's concern, including acceptable remedies.

b. Violation Cure Periods. Preserve shall have ten (10) business days from the date the City mails the notice violation to remedy the alleged violation; provided, however, if, in unusual circumstances beyond their control where, with reasonable diligence and sustained effort, a cure cannot be achieved within such ten (10) business day period, Preserve shall have a reasonable period to remedy the violation, not to exceed thirty (30) days.

c. Violation Defined. A “Violation” for enforcement purposes under this Agreement means Preserve not operating pursuant to the terms of Section 5 of this Agreement. Notwithstanding the foregoing, the City shall not consider a reporting error in the guest log a violation(s) as long as Preserve is able to demonstrate that the error was not similar to errors that have been repeatedly made in the past since the Effective Date (meaning the same general error made more than five times), unintentional, has been or can be immediately corrected, and that it will not contribute to further violations of the operational provisions in this Section 5.

d. Enforcement Remedies.

(i) For any Violation, Preserve shall remit any revenue Preserve collected from its Patron in Violation under Section 5 during the period Preserve operated the Property in Violation under Section 5. In addition to the foregoing, upon any Violation, Preserve shall be fined fifty dollars and no cents (\$50.00) per day until Preserve remedies the Violation.

(ii) In the event Preserve commits a Violation in which Preserve operates the Property in violation of a particular term under Section 5 and Preserve has previously violated that same term more than five times in the same twelve-month period (any violation beyond a fifth violation, a “Compounded Violation”) the City may increase the fines under Section 7 (d)(i) to equal five hundred dollars (\$500.00) per day until Preserve remedies such Compounded Violation..

8. Day Calculations under this Agreement. In computing any period of time under this Agreement, whether cumulative, continuous, or otherwise, the calculation shall commence no sooner than the Effective Date hereof and any days of an act, an event, or a default prior to the Effective Date shall not be included in such calculation, including without limitation the one hundred twenty (120) day Stay limitation in Section 5 (c).

9. Release by the City. The City, and its predecessors, successors, or any other entity or person claiming by, through or under it (collectively, the “City’s Releasers”), hereby fully, finally and forever releases and discharges any and all claims, counterclaims, crossclaims, actions, causes of action, suits, contracts, covenants, agreements, promises, trespasses, debts, dues, demands, accounts, bonds, bills, notices, controversies, obligations, liabilities, damages, judgments, executions, liens, encumbrances, claims for contribution and indemnity, losses, costs or expenses of any nature whatsoever to the Property, in law or in equity, known or unknown, suspected or unsuspected, asserted or unasserted, fixed or contingent, matured or unmatured, which any of the City’s Releasers at any time had, owned, or held from 2000 through the date of

this Agreement against East Bay, their successors, assigns, heirs, transferees, and affiliates by reason of any matter, cause, fact, thing, act or omission whatsoever arising out of, based upon, or relating to any matter or event whatsoever, past or present (except for any obligations arising under this Agreement) (all of the foregoing are hereinafter collectively referred to as the “City’s Claims”). The City’s Releasors hereby irrevocably waive the right to commence, institute or prosecute any lawsuit, action or other proceeding against East Bay RV, LLC and the Winkels and their successors, assigns, heirs, transferees, and affiliates relating to, arising from, or in connection with the City’s Claims.

10. Mutual Release. Except for obligations created under this Agreement, all of which obligations are reserved and shall not be released hereby, each of the Parties for and on behalf of itself and its successors, assigns, heirs, transferees, affiliates, and all persons and entities claiming by, through or under it, do hereby fully, irrevocably and forever release, acquit and discharge each other, and the past and present agents and attorneys of each other of all claims, actions, damages, losses, and liabilities of any kind of description whatsoever, now existing or arising in the future due to any acts, errors, omissions or fault occurring on or before the Effective Date, whether accrued or unaccrued, whether known or unknown, caused by or arising out of or related to the Premises, the Dispute, and/or claims which are made or which could have been made by the releasing Party related to the Premises and/or the Dispute.

11. Compromise of Disputed Claims. The Parties agree and understand that this Agreement and the releases contained herein are a compromise of doubtful and disputed claims, and the Parties in granting consideration do not admit but specifically deny liability to each other and intend merely to avoid any further dispute or litigation with respect to all claims hereby released.

12. Non-Circumvent. The Parties, and their respective successors, assigns, heirs, transferees, and affiliates, agree to not directly or indirectly take any actions, make any attempts, fails to act, act in concert with any person, agent, representative, associate, advisor, relative, and/or entity who takes an action or fails to take any action intended to, or such that the resulting effect is to, materially undermine, frustrate, and/or circumvent the purposes of the effectiveness of any provisions of this Agreement.

13. Notice. Any notice required or desired to be given under this Agreement shall be deemed given, if in writing and hand delivered or sent by United States certified mail, to the other party at the address shown for said party below:

To: CITY OF SPRINGVILLE
Attn.: John Penrod, City Attorney
110 South Main Street
Springville, Utah 84663

With Copy to:

To: PRESERVE SPRINGVILLE, LLC

With Copy to:

HOGGAN LEE HUTCHINSON
ATTN: Matt Hutchinson
1225 Deer Valley Drive, Suite 201
Park City, Utah 84060

14. Construction. This Agreement was drafted with the full participation of all Parties. Accordingly, if there is an ambiguity in this Agreement, it should not be resolved against any particular Party, but rather should be resolved by a fair reading of what was intended by the Parties.

15. Severability. If any provision in this Agreement is deemed invalid, then the remaining provisions thereof will continue in full force and effect and will be construed as if the invalid provision had not been a part of this Agreement.

16. No Third-Party Beneficiaries; No Assignment of Claims. Each of the Parties represent and warrant that they have not assigned or transferred any claim or any interest in any claim released by this Agreement. By executing this Agreement, the Parties do not intend to benefit any person or entity not a Party to this Agreement.

17. Attorney's Fees. Each Party shall bear their own attorney's fees and costs in drafting, reviewing, and executing this Agreement and resolving the Dispute. In any dispute, claim, litigation, arbitration, or mediation arising out of or in any way relating to any Party's failure to fulfill any of its obligations under this Agreement, the prevailing Party shall be entitled to recover all costs and attorney's fees from the other Party.

18. Entire Agreement. This Agreement, including the recitals and any exhibits attached hereto, which are incorporated herein by reference, represents the sole and entire agreement between the Parties and supersedes all prior agreements, negotiations, and discussions between the Parties and/or their respective counsel with respect to the subject matter covered hereby.

19. Amendment. This Agreement shall not be amended, altered, revised, modified, terminated or changed in any way except by further written agreement signed by all of the Parties of this Agreement.

20. Jurisdiction, Venue, and Applicable Law. The Parties consent to the exercise of jurisdiction of the Fourth District Court in and for Utah County, Utah, and hereby agree that the venue of any action with respect to the enforcement of the terms and conditions of this Agreement shall be properly placed before this same court. This Agreement shall be interpreted under the laws of the State of Utah.

21. Successors and Assigns. All terms, conditions, covenants, and agreements contained herein shall bind and inure to the benefit of the respective successors, assigns, heirs, transferees, and affiliates of the Parties.

22. Improvements at the Property. Preserve intends to improve the appearance of the Property in a manner similar to those improvements depicted in Exhibit A. That said, these improvement plans are tentative, in the development stage, and subject to change. Nothing in this Section shall not create or otherwise give rise to, and there shall not exist, any binding legal obligation on Preserve to consummate the improvements contemplated hereby or make any improvements to the Property. Any Improvement must go through the City's normal approval process and meet all codes as of the time of the application.

23. Agreement May Be Executed in Counterparts. This Agreement may be executed in counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together shall constitute one and the same instrument. The Parties agree that facsimile and scanned copies of signatures may be accepted as original copies and are fully binding upon the Parties.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in one or more counterparts as of the date first above written.

CITY:

_____, an individual

EAST BAY:

_____, an individual

_____, an individual

PRESERVE:

Preserve Springville, LLC,
a Utah limited liability company

By: Springville Management, LLC,
a Utah limited liability company
Its: Manager

By: Raymond M. Rosendin
Its: Manager

EXHIBIT A
Preserve Improvement Plans