



**AGENDA FOR THE WORK / STUDY MEETING
OF THE CITY COUNCIL
OF THE CITY OF SPRINGVILLE, UTAH
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET
AUGUST 19, 2014 – 5:15 P.M.**

MAYOR AND COUNCIL DINNER – 4:45 P.M.

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

CALL TO ORDER- 5:15 P.M.

COUNCIL BUSINESS

1. Calendar

- August 22 – City Council Retreat Noon
- September 1 – Labor Day (City Offices Closed)
- September 2 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- September 9 – Work/Study Meeting 5:15 p.m.
- September 10-12 – ULCT Annual Conference – Salt Lake City
- September 13 – Heritage Days
- September 13 – Planes, Trains and Automobiles, Spanish Fork/Springville Airport 10:00 a.m. – 4:00 p.m.
- September 16 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- September 20 – Contactors Park Dedication 10:00 a.m.

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

- a) Invocation – Councilmember Sorensen
- b) Pledge of Allegiance – Councilmember Olsen
- c) Consent Agenda
 2. Approval of all City purchase orders properly signed (Springville City Code §2-10-110(5))
 3. Approval of Minutes – April 15, 2014 Work/Study Meeting
 4. Approval of the Appointments of Patrick Monney and Elizabeth Crandall to the Power Board
 5. Approval of Springville and Spanish Fork Cities partnering with a developer to improve a 10-acre portion of the airport – Bruce Riddle, Assistant City Administrator/Finance Director

This meeting was noticed in compliance with Utah Code 52-4-202 on August 14, 2014. Agendas and minutes are accessible through the Springville City website at www.springville.org/agendasminutes. Council Meeting agendas are available through the Utah Public Meeting Notice website at <http://www.utah.gov/pmn/index.html>. Email subscriptions to Utah Public Meeting Notices are available through their website.

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.

THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE

3. DISCUSSIONS/PRESENTATIONS

- a) Swim Lessons by Non-City Instructors and Other Private Business Use of City Facilities – Charles Keeler, Recreation Director
- b) The Future of the CTC Program – Shannon Acor, CTC Coordinator
- c) Everbridge, Citizen Alert – Scott Finlayson, Public Safety Director
- d) Training – John Penrod, Assistant City Administrator/City Attorney

4. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

5. CLOSED SESSION

The Springville City Council may temporarily recess the regular meeting and convene in a closed session to discuss pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205

ADJOURNMENT

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**AGENDA FOR THE REGULAR MEETING
OF THE CITY COUNCIL
OF THE CITY OF SPRINGVILLE, UTAH
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET
AUGUST 19, 2014 – 7:00 P.M.**

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

CEREMONIAL AGENDA

1. Presentation to Brent Packard – Planning Commission Recognition

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

CONSENT AGENDA*

2. Approval of all City purchase orders properly signed (Springville City Code §2-10-110(5))
3. Approval of Minutes – April 15, 2014 Work/Study Meeting
4. Approval of the Appointments of Patrick Monney and Elizabeth Crandall to the Power Board
5. Approval of Springville and Spanish Fork Cities partnering with a developer to improve a 10-acre portion of the airport – Bruce Riddle, Assistant City Administrator/Finance Director

PUBLIC HEARING

6. Public Hearing to consider an amendment to Title 11, Chapter 6, Section 114 (4)(e) regarding cross access requirements on abutting commercial properties – Fred Aegerter, Community Development Director

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- Kim Rayburn, City Recorder

The next regular Council Meeting will be held on September 02, 2014 at 7:00 p.m. in the Civic Center Council Chambers, 110 South Main Street, Springville, unless otherwise noticed. 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.

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

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7. Public Hearing to consider proposal to amend Springville City Development Code §11-6-413(c) in regards to the allowable size of an accessory structure in conjunction with a wireless facility – Fred Aegerter, Community Development Director
8. Public Hearing to consider Springville City’s sale of approximately 9.2 acres of property located at approximately 1300 West 1650 North in Springville, Utah – John Penrod, Assistant City Administrator/City Attorney

PUBLIC HEARING WILL BE CONTINUED ON SEPTEMBER 2, 2014

REGULAR AGENDA

9. Consideration of a bid award and contract for the 2600 West street reconstruction from 600 south to the City limits to the lowest responsible bidder, Johnston and Phillips, Inc., in the amount of \$412,743.08 – Brad Stapley, Public Works Director
10. Consideration of selling 0.0078 acres located immediately West of I-15, Utah Serial No.23:02710053 to Bad Barley LLC – John Penrod, Assistant City Administrator/City Attorney

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

CLOSED SESSION

11. *The Springville City Council may temporarily recess the regular meeting and convene in a closed session to discuss pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205*

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**MINUTES FOR THE REGULAR AND WORK/STUDY MEETING
OF THE CITY COUNCIL
OF THE CITY OF SPRINGVILLE, UTAH
MULTIPURPOSE ROOM, 110 SOUTH MAIN STREET
APRIL 15, 2014 – 5:15 PM**

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8 The following are the minutes of the Regular and Work/Study Meeting of the Springville
10 City Council. The meeting was held on **Tuesday, April 15, 2014 at 5:15 p.m.** in the Springville
12 City Civic Center Multipurpose Room, 110 South Main Street, Springville, Utah. Adequate
notice of this meeting, as required by law, was posted in the Civic Center and on the City's
website, and delivered to members of the Council, media, and interested citizens.

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14 Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were
16 present: Councilmember Dean Olsen, Councilmember Richard Child, Councilmember Chris
18 Creer, Councilmember Chris Sorensen, Councilmember Craig Conover, City Administrator Troy
20 Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City
22 Administrator/Finance Director Bruce Riddle, and City Recorder Kim Rayburn. Also present
were: Administrative Services Manager Rod Oldroyd, Public Safety Director Scott Finlayson,
Public Works Director Brad Stapley, Building and Grounds Director Alex Roylance, Library
Director Pamela Vaughn, Recreation Director Charles Keeler, Distribution Superintendent
Brandon Graham, City Staff Engineer Noah Gordon, and Assistant Golf Pro Craig Norman. Golf
Committee Board members: Pat Bird, Jay Lamb, and Clay Packard. Excused from the meeting:
Art Museum Director Dr. Rita Wright

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CALL TO ORDER

26 Mayor Wilford Clyde welcomed the Council, Staff and audience as he called the meeting
to order at 5:15 p.m.

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COUNCIL BUSINESS

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1. Minutes
None to approve

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2. Calendar

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- April 20 - Easter
- April 22-25 – ULCT Road School, St. George
- April 24 – ASAP Town Hall Meeting, at Library, 6:30 p.m.
- April 25, 2014 – Arbor Day
- April 25-26 – Spring Clean Up Days
- April 26 – ASAP Prescription Drug Take-Back at Library, 10:00-2:00 p.m.

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- April 29 – Budget Retreat, Multipurpose Room, 1:00 p.m.
- April 30 – ASAP Student Town Hall meeting at Springville High, 1:45 p.m.
- May 6 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- May 17 – Springville City “Bike to Work Day” with the Mayor, 9:30 a.m.
- May 17 – Annual Art Ball, Art Museum, 6 p.m.
- May 11 – Mothers’ Day

3. DISCUSSION ON THIS EVENING’S REGULAR MEETING AGENDA ITEMS

- a) Invocation – Councilmember Child
- b) Pledge of Allegiance – Councilmember Creer
- c) Consent Agenda

- 3. Approval of all City purchase orders properly signed (Springville City Code §2-10-110(5))
- 4. Accept and approve the recommendation of the Parks and Recreation Board for the use of the 2014 County Recreation Grant in the amount of \$17,381.28; and authorizing staff to submit the application as presented – Charles Keeler, Recreation Director
- 5. Final Plan Approval for the East Sunset Ridge Subdivision located at approximately 700 North 800 East in the R1-8 and R1-10 Single Family Residential Zones – Fred Aegerter, Community Development Director
- 6. Accept and approve a Mapleton/Springville Interlocal agreement for shared use of the Everbridge Emergency Notification System being purchased by Springville City – Scott Finlayson, Public Safety Director
- 7. Consideration of approving a Statewide Utility License Agreement between Springville City and the Utah Department of Transportation – John Penrod, Assistant City Administrator/City Attorney

No comment

4. DISCUSSIONS/PRESENTATIONS

a) **Golf**

Golf Committee Board Member Jay Lamb addressed the Council and stated the Golf Committee started back in August of 2013 and one of their objectives was to generate revenue for the Golf Course. The Committee came up with starting a golf youth league. Mr. Lamb explained the youth league would consist of youth from ages 8 to 13 years old. It would consist of two different divisions, a beginner division and an advanced division. Mr. Lamb expressed this would be a way to get kids out that haven’t been golfing and see how they like it and for those that have and are interested in golfing, to have a way to come play. Mr. Lamb noted the Committee recommends starting after the Arty City Amateur, on June 23, 2014. The classes would be held Monday, Tuesday or Wednesday nights when it is slower play at the golf course.

2 Mr. Lamb stated the goal is to have forty to sixty players with a fee of \$60.00 per player, and
3 would include a punch card for \$50.00 with a little extra as revenue to the City. Mr. Lamb
4 responded the structure of the league is about 90% complete, they are finalizing coaching and
5 rules for the league. Currently they have six volunteer coaches that have agreed to participate and
6 other volunteers to help as needed. Also, members of the Men's and Women's Golf Association
7 stated they would be willing to help. Mr. Lamb noted John Wingett, with the Men's Association
8 is gathering donations to go towards uniforms, supplies to fix donated clubs and medallions for
9 the end of the season. Mr. Lamb stated Assistant Golf Pro Craig Norman and the Golf
10 Committee are working together to startup a used golf club program. The program would allow
11 anyone that has old or abandoned clubs to donate them to the youth golf program. The clubs
12 would then be refurbished and handed out to the youth that are in need of clubs. The Men and
13 Women's Association will schedule a day where they will go in and refurbish the used clubs, cut
14 them down to youth size and re-grip them. Mr. Lamb stated Assistant Pro Norman has spoken
15 with South Gate PGA Pro Scott Draper and noted the St. George course has been doing this
16 program for a number of years and it has been a "win/win" situation for them. Mr. Lamb
17 expressed the purpose of the youth program is to introduce affordable golf to the youth of the
18 City, build a lifelong activity for the people of Springville and to contribute to the Golf Course's
19 profitability for the future. It will also be a good introduction of golf and Hobble Creek Golf
20 Course to the parents and youth of Springville. Mr. Lamb stated all members of the Golf
21 Committee are committed to the program and are awaiting final approval.

22 Mayor Clyde expressed he thought it was a great idea. Councilmember Child commented
23 he would like them to emphasize golf etiquette. Mr. Lamb noted they will be including golf
24 etiquette along with other rules of play. Councilmember Conover asked if the Recreation
25 Department would be a part of the program. Mr. Lamb stated they would encourage recreation to
26 be a part of the program. Assistant Pro Norman noted he has spoken with the Recreation
27 Department about contact information and noticing the program in the Recreation Newsletter.
28 Mayor Clyde asked what time during the day would the youth be playing. Mr. Lamb stated they
29 are working with the Golf Course to schedule play during times when the Course is not busy and
30 they will also have time on the practice greens. Assistant Pro Norman acknowledged with the
31 punch card it will encourage the youth to golf more outside of the program.

32 Councilmember Conover asked if there are other ideas on generating revenue at the Golf
33 Course such as advertising. Mr. Lamb noted there is an ad on the UGA card with discounted
34 specials. Councilmember Conover asked if there has been thought about advertising at the holes.
35 He stated there are opportunities to do more, maybe things that haven't been done in the past.
36 Golf Committee Member Pat Bird, noted it will take getting creative and looking outside the box
37 to generate revenue. Councilmember Conover stated the Youth Program is a great idea, there
38 has to be some ways to generate revenue now more quickly. Mayor Clyde agreed with
39 Councilmember Conover with advertising at the holes. Mayor Clyde asked the Committee if they
40 thought it would detract from the golf. A consensus of the Committee noted you see it at other
41 courses. Mayor Clyde mentioned to encourage people to play at slower times. Mr. Lamb noted

2 the Golf Course started a Facebook page online and if they could get permission to run some
3 specials during the slow times it may bring people to the Course. Councilmember Conover
4 noted if it's slow and you can get someone to come play let's do it. City Administrator
5 Fitzgerald stated City staff has been given authority by Council to do some discounts for certain
6 periods of time and has had that authorization for two or three years. Councilmember Sorensen
7 stated discounts can cause a loss in revenue because the individuals that plan on playing will get
8 the discount as well. Councilmember Conover commented even so you are that much ahead by
9 having people play. Mr. Bird expressed if there can be recruiting of tournaments during slow
10 times it could be a revenue generator. Councilmember Olsen asked Recreation Director Keeler,
11 about using the A-Frames that recreation uses for advertising and use some for the golf course.
12 Director Keeler stated it could be done.

13 Mayor Clyde thanked the Golf Committee for coming up with ideas to improve the Golf
14 Course. Councilmember Sorensen noted he thought the Snack Bar looked nice and has a great
15 menu.

16 **b) Electric Distribution**

17 Power Director Leon Fredrickson, stated they would yield their time to Public Works for
18 some important information. If time allows they will give their presentation after Public Works.
19 Mayor Clyde agreed to move to the Public Works discussion.

20 **c) Public Works**

21 Public Works Director Brad Stapley noted late last week the City received notice from
22 FEMA that they are going back through their risk mapping program, this would be the Flood
23 Insurance Rate Maps. Director Stapley noted over the last few years FEMA has been doing
24 studies on Hobble Creek and where the creek will leave its boundaries in the event of major
25 flooding. Director Stapley provided a map from FEMA outlining the special flood hazard areas
26 in the community. City Staff Engineer Noah Gordon stated FEMA notified the City it will be
27 having a Community Consultation Officers meeting on April 23, 2014 for elected officials and
28 staff within Utah County at the Utah County Fair Grounds at 2:00 p.m. and a public meeting will
29 be held later that evening at the same location. Engineer Gordon explained the study is on
30 Hobble Creek and other areas in Spanish Fork, Provo and American Fork. He noted nationwide
31 rivers have been studied in more depth than in the past and they have better data. Engineer
32 Gordon noted there are many different streams and bodies of water that cross Springville and can
33 contribute to flooding but do not involve FEMA. The FIRM (Flood Insurance Rate Maps) maps
34 are the only areas that concern FEMA, Engineer Gordon explained there is a timeline that the
35 City can appeal or protest the maps before they are adopted. Engineer Gordon displayed the
36 FIRM map showing areas outlined where the flood plane has increased and areas that have
37 decreased since the maps were last updated. Engineer Gordon explained staff has done some
38 analysis and they see a 45% increase in affected parcels showing in the flood plan than in
39 previous maps.
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2 Director Stapley noted the low bridges such as the old style railroad bridge at 400 west is
of concern for flooding. Director Stapley expressed staff is asking for direction from the Council
on what direction to go with FEMA. Engineer Gordon has been in contact with Amecia Lester,
4 who is the Utah representative over this program and will be at the FEMA meeting on April 23,
2014. He asked Ms. Lester what the cost would be to citizens for flood insurance, and noted
6 citizens and staff would like to know this information at the meeting. He stated Ms. Lester
replied they would have had an answer but President Obama has put in new legislation called the
8 “affordability act for flood insurance” and no one really understands it or the affect it will have.

10 Councilmember Conover asked for clarification on who is responsible for sending the
letter about the meeting and if it needs to come from the City. Engineer Gordon explained it will
need to be posted on the City website and if the City does not agree with the information, such as
12 the hydrology, or the amount of rain needed to cause a flood, the City can submit technical
information and appeal.

14 Engineer Gordon stated FEMA has supplied a template of a postcard to send out to
citizens affected by the new map inviting them to the meeting. Engineer Gordon asked if the
16 Council would like to appeal the maps and mail out the postcards. He stated, bare minimum the
citizens need to know the meeting is scheduled.

18 Councilmember Sorensen commented on the time frame given to the City to notify
thousands of residents within 10 days of a meeting. Engineer Gordon recounted the meeting is
20 the first step of the process and it would take approximately a year before the maps are updated.
He informed the Council after the meeting on April 23, 2014 the City has one to two months
22 before the appeal period starts and then the City has ninety days to respond on specific grounds
with an appeal. Engineer Gordon remarked the process can take a great deal of time with FEMA.
24 Once the maps are close to adoption the City will be expected to have an open house or
additional meetings. The meeting on April 23 with FEMA is for the County after the meeting it
26 will be up to the individual cities to handle it from here on out.

28 Council discussed the impact on citizens and the limited time to get information out to
them. Mayor Clyde commented in order to prove the study wrong the City would have to take
thousands of dollars to do their own studies. Mayor Clyde recounted it wasn’t more than two
30 years ago there were some flooding concerns. Councilmember Sorensen conferred and that was a
twenty five year storm not a one hundred year storm that is projected on the FIRM maps.

32 Director Stapley asked as a City do we go ahead and tell FEMA we are not happy with
the maps and protest. Mayor Clyde stated the City should appeal because of the effect it will
34 have on our citizens. Councilmember Child suggested if post cards are mailed they should state it
is a preliminary meeting. Councilmember Sorensen remarked the City needs to protest because
36 of the changes to I15, and the effect on commercial zones in that area would have a big impact.
Mayor Clyde and Councilmember Sorensen stated post cards should be sent to the Citizens.
38 Discussion was raised about the areas of Devin Glen. Engineer Gordon noted the area is below
the creek bed and appealing this area may not be possible. Mayor Clyde noted most every
40 mortgage would require flood insurance if in the flood plain. Engineer Gordon expressed it does

2 seem negative however, it is better knowing and not pretend it doesn't exist. He noted areas that
3 show up on the maps may be able to look into grants or funding for the areas affected and correct
4 and improve them. Mayor Clyde stated we need to be responsible and notify our citizens; also,
5 we need to look at appealing for the areas that need some adjustments. Councilmember Creer
6 commented the postcard should state the meeting is presenting study results and mapping, that it
7 is limited information needing more studies. Engineer Gordon asked the Council if they wanted
8 the FEMA maps added to the City website for citizens to review. Council was in agreement to
9 add the maps to the City website, noting they are FEMA maps. Engineer Gordon asked the
10 Council if they wanted to spend more funds on a consultant to gather information for an appeal,
11 currently it is not in the budget. Council was in agreement to not spend thousands of dollars in
12 studies. Administrator Fitzgerald noted the City could ask questions about bridges that could be
removed in the event of a flood, stating they are not permanent as noted in their study.

13 Mayor Clyde invited audience member Karen Ifediba a City resident to give her thoughts.
14 Ms. Ifediba commented the letter should be very direct to the citizens and note that the City is
15 trying to protect the citizens and encourage them to go to the meeting. Engineer Gordon
16 expressed the meeting is for information, but ultimately it is up to the City to appeal the maps.
17 Councilmember Creer stated he would encourage citizens to go and get the information and find
18 out about the formal comment period starting in June. Administrator Fitzgerald stated the City
19 can convey to FEMA the need to provide citizens with information regarding when they can
20 submit comments and the dates. Mayor Clyde moved to the next item on the agenda.

d) Parks

21 Building and Grounds Director Roylance reported his presentation would have been
22 helpful with the Public Works topic, he had planned to have the Water Conservancy District and
23 the representatives for the June Sucker Program present but they had a scheduling conflict and
24 will present in May.

25 Director Roylance gave a presentation on the Winter Recreation Program. He noted they
26 have records from the last five years of revenue and dollars per day. Director Roylance
27 commented some days there is minimal revenue coming in other days no revenue. He explained
28 the budget has been \$5000-\$7000 in hard cost, and with all of the man hours put in, the total cost
29 is around \$20,000. Administrator Fitzgerald noted going into the program they were able to
30 utilize light hours with full time park personnel in the winter. Administrator Fitzgerald explained
31 there is a benefit in having the winter program and staff knew there may be some loss in revenue.
32 He noted going forward, if the program continues there will be some significant costs coming up
33 to replace equipment.

34 Director Roylance remarked if there is snow, the projection is to be open the entire
35 Christmas break its possible revenue would greatly increase. He explained most of the business
36 is on Saturday and on Tuesday night's youth groups attend. Director Roylance noted going
37 forward suggestions would be closing on the slowest days Sundays, Mondays and Thursdays
38 unless reserved by a group. All of this he said is dependent on mother-nature, there is a need for
39 at least six inches of snow in order to pack and groom the base. Director Roylance reported if the
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2 City invested in snow making equipment and snow moving equipment a local company could
3 offer a used piece of equipment for making snow at around \$20,000. He explained they can
4 look into renting equipment but it is based on availability and larger used snow grooming
5 equipment would be around \$100,000.00.

6 Director Roylance reported he and his staff discussed ways to make winter recreation
7 profitable for the City. The feedback was to partner with the Golf Course and Forest Service and
8 use the Club House as warming area, and part of the Golf Course for a tubing hill. Also, there
9 was mention of partnering with the Forest Service, grooming snowmobile trails up right hand
10 fork Director Roylance explained there would be costs involved. A bridge would be needed to
11 get people from Jolley's Ranch to Kelly's Grove so that all of winter recreation would be
12 combined. He noted it would triple the distance of cross country skiing trails and provide more
13 snowmobile trails and possibly a portable ice skating rink. Director Roylance explained by doing
14 this, prices for activities would increase and could be the same if not higher than Soldier Hollow,
15 near Heber City, in order to cover costs. Administrator Fitzgerald advised in speaking with Golf
16 Director Braun the Golf Course is concerned this would cause damage to the course and ice on
17 the cart paths would impact how soon the course could open in the spring.

18 Director Roylance asked the Council for their recommendation of the winter recreation
19 program. He stated the Parks Department can continue to provide a service depending on
20 snowfall and weather, noting there would be an investment in snow making and moving
21 equipment to provide snow when needed or to create a large commercial program. Mayor Clyde
22 asked Director Roylance what he and the Parks and Recreation Board would recommend.
23 Director Roylance replied the Parks and Recreation Board would like to keep things small and
24 family oriented, maybe snow making machine, and keep it small for families. Director Roylance
25 stated Parks Staff feels similar to the board. Councilmember Child sees a lot of cost, and need for
26 equipment, he asked Director Roylance about the age of the grooming equipment. Director
27 Roylance explained the grooming equipment is seven years old and has parts that need replacing.
28 Councilmember Conover asked about the equipment and stated some years it is not used much,
29 does it need to be replaced. Director Roylance stated there are about 3.5 miles of trails to be
30 groomed and the equipment is used at its capacity. Administrator Fitzgerald explained the
31 equipment was purchased for about \$5,000.00 and is almost too small to do the work needed,
32 they are currently looking at a \$15,000 piece of equipment and the groomer may be adequate.

33 Councilmember Sorensen stated expanding doesn't seem worth the cost and would be
34 irresponsible. He would be in favor of a presentation of the minimum needed and keep what is
35 currently there, if it is worth keeping. Councilmember Child expressed he would like to keep it
36 going and have it open on the days that people are going. Mayor Clyde advised there needs to be
37 more information on the City website of when the park is open and closed and keep it updated on
38 snow conditions. Mayor Clyde also expressed there should be enough equipment in the City to
39 move snow around to keep the tubing hill covered and possibly come up with an inexpensive
40 way to make a snow machine. Councilmember Olsen expressed having a different schedule, and
opening on the busiest days make sense.

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b) Electric Distribution (continued from earlier in the meeting)

Mayor Clyde noted because of the time Distribution Superintendent Brandon Graham will give his presentation during the Regular City Council meeting tonight.

5. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

a) Power Advisory Board – Councilmember Craig Conover

Councilmember Conover reported the Power Board needs more members. He said the Power Board is currently working on securing firm power and making sure there is enough base load for the future while keeping it affordable for citizens. He also noted they are doing an analysis on the small commercial rate making sure the City is in line with neighboring cities.

b) South Utah Valley Animal Special Services District – Councilmember Dean Olsen

Councilmember Olsen reported last January 1, 2013 a new program was implemented, clinics for spay, neuter and rabies shots were held. Councilmember Olsen and Chief Finlayson have been working to make changes so that revenue flows back to the City from the clinics. The City is now receiving 25.06% discount on the quarterly shelter operations due to the enhancement of the licensing program. This is due to licensing at the City Utility office, veterinarian clinics in the County and at the animal shelter. Since the inception of the new program from January 1, 2013 to March 31, 2013 the City has received \$10,775 in revenue from the clinics and hard work by the two City Animal Control Officers.

DISCUSSION

Councilmember Sorensen had some questions about the Everbridge Contract that is on the Consent Agenda for this evening’s regular meeting. Chief Finlayson explained it is an emergency alert system for the City. He noted Staff has looked at many systems and they found Everbridge is user friendly, all departments can use it for various things along with emergency messaging, through text, email, and phone. Chief Finlayson also explained the City will be working with the School Districts and their parentlink database for contact information, along with using the City website for citizens to sign up and add their information. Administrator Fitzgerald noted going forward more information will be provided to the Council and the Everbridge software is about a third of what was budgeted, it is a very robust program compared to what the City looked at a few years ago. Chief Finlayson noted it is expected to be installed within ninety days.

Mayor Clyde shared an anonymous letter he received from a citizen with the Council and those attending.

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4 **6. CLOSED SESSION, IF NEEDED – TO BE ANNOUNCED IN MOTION**

6 *The Springville City Council may temporarily recess this meeting and convene in a*
8 *closed session to discuss pending or reasonably imminent litigation, and the purchase, exchange,*
 or lease of real property, as provided by Utah State Code Annotated §52-4-205

8

ADJOURNMENT

10 COUNCILMEMBER CHILD MOVED TO ADJOURN THE WORK/STUDY
 MEETING AT 6:59P.M. COUNCILMEMBER CHILD SECONDED THE MOTION, AND
12 ALL VOTED AYE.

14



TO: Springville and Spanish Fork Cities' Mayors and City Councils

FROM: Dave Anderson, Community and Economic Development Director

DATE: August 14, 2014

RE: Proposed Airport Request for Proposals

Accompanying this memorandum is a proposed Request for Proposals (RFP) to investigate the prospect of Springville and Spanish Fork Cities partnering with a developer to improve a 10-acre portion of the airport. The subject site is best described on exhibits attached to the RFP.

In recent years, the concept of having the cities potentially partner with a private developer to install infrastructure and other improvements on the airport has been discussed. The goal of this RFP is to identify a capable developer who would develop the subject 10 acres therefore enhancing the functionality of the airport. The developer would gain the benefit of having an exclusive opportunity to develop these 10 acres and may also benefit from having some of the value of improvements applied toward lease payments.

Staff understands that an acceptable response may not be submitted and the cities have the ability to reject all proposals. As such, staff believes publishing this RFP could be helpful in identifying ways to enhance the airport without creating a liability for the cities. The Airport Board has reviewed the RFP and has recommended that it be published.

attachment: proposed RFP



**REQUEST FOR PROPOSALS (RFP)
FOR A MASTER DEVELOPER FOR TEN (10) ACRES OF LAND, MORE OR LESS,
SOUTH HANGAR DEVELOPMENT AT SPANISH FORK-SPRINGVILLE AIRPORT**

Issued By:

THE CITY OF SPANISH FORK AND THE CITY OF SPRINGVILLE
April 2014

ONE (1) ORIGINAL AND FOUR (4) COPIES OF THE PROPOSAL SHALL BE SUBMITTED

All Proposals shall be addressed and sent to:

Spanish Fork-Springville Airport
Attn: Cris Child
50 South Main Street
Springville, Utah 84663

The outside of each envelope or package must be labeled:

“RFP for Master Developer for Spanish Fork-Springville Airport Land”

[Name and Address of Proposer]

**PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 P.M.
MOUNTAIN TIME ON
[Date TBD]**

**A PRE-PROPOSAL MEETING (NOT MANDATORY) WILL BE HELD AT [TBD] MOUNTAIN
TIME ON [TBD] IN THE [TBD] AT THE SPRINGVILLE CITY OFFICE LOCATED AT 50
SOUTH MAIN STREET, SPRINGVILLE, UTAH 84663**

Proposals shall be submitted in sealed envelope(s) or package(s) at the time and date specified for receipt.

**REQUEST FOR PROPOSALS (RFP)
FOR A MASTER DEVELOPER FOR TEN (10) ACRES OF LAND, MORE OR LESS,
AT SPANISH FORK-SPRINGVILLE AIRPORT**

GENERAL INVITATION

The Cities of Spanish Fork and Springville (“Sponsor”) are soliciting statements of qualifications and proposals for a master developer for ten (10) acres of land, more or less, located on the grounds of the Spanish Fork-Springville Airport (“Airport”) from interested parties that meet the minimum qualifications set forth in this RFP.

One (1) original containing original signature(s) and four (4) copies of the proposal must be enclosed in sealed envelope or package, addressed and received by the Airport Manager by the date set forth in this RFP.

A pre-proposal meeting (not mandatory) will be held at [TBD] Mountain Time on [TBD] in the [TBD] at the Springville City Office located at 50 South Main Street, Springville, Utah, 84663. If proposer’s representative does not attend the meeting, please provide contact information (name, e-mail and fax) so that any addendums resulting from the pre-proposal meeting may be provided directly to proposer.

Results of the selection process will be announced to the proposers at a day and time to be determined by the Sponsor. The Sponsor reserves the right to rescind this RFP at its sole discretion at any time prior to the due date of the proposals.

CAUTION: LATE PROPOSALS – Proposers are responsible for delivery of proposals before the due date and time. If delivery is delayed beyond the date and hour set for the receipt, proposals thus delayed may not be considered and may be returned unopened.

No agreement shall be binding upon the Sponsor until authorization is received from the City Council and the necessary officials of the Sponsor sign an agreement.

Any false statement(s) made by proposer will void the proposal and eliminate proposer from further consideration. Verbal responses to inquiries shall not be binding; only written addenda to this RFP will modify its terms.

I. THE OPPORTUNITY

The Sponsor desires to have a qualified person(s), firm or combinations of firms to serve as a master developer for ten (10) acres, more or less, (“the site”) located on the grounds of the airport. An aerial photograph of the general area identifying the project location is attached as **Exhibit A**.

A. SPANISH FORK-SPRINGVILLE AIRPORT

The Airport is located west of Main Street in Spanish Fork City, Utah approximately ½-mile north from the Interstate 15 interchange. An aerial photograph of the general area identifying the airport location in relation to nearby access roads is attached as **Exhibit B**. The Airport is co-owned and operated by the City of Spanish Fork and the City of Springville.

The Airport facilities include a 5,700 by 75 foot asphalt runway (Runway 12/30) with Precision Approach Path Indicators (PAPIs). Runway 12/30 is served by a full length parallel taxiway. Additional facilities include 17 T-hangars, 67 box hangars and 40 aircraft tiedowns. Based aircraft at the Airport include 81 single-engine powered aircraft, 12 multi-engine powered aircraft, two jet powered aircraft, 15 helicopters, two gliders and two ultra lights. Total annual operations at the Airport are 27,264 which include 15,412 local general aviation operations, 11,752 itinerant general aviation operations and 100 military operations.

The Airport is currently in the process of extending Runway 12/30 to a length of 6,570 feet and future development of a non-precision instrument approach procedures to enhance the Airport’s safety and utility to local and transient aircraft.

B. MASTER DEVELOPMENT OPPORTUNITY

The Airport is located within the fast-growing Utah County and Provo-Orem Metropolitan Statistical Area (“MSA”), which includes the nearby cities of Orem, Payson, Provo, Spanish Fork and Springville. The Provo-Orem MSA experienced a 39.8 percent growth in population between 2000 and 2010. The United States Census Bureau estimated an additional 9.4 percent growth in population between 2010 and 2013. The forecasts for aviation activity at the Airport project 203 based aircraft and 79,170 total annual operations by 2030.

The Sponsor desires to utilize the ten (10) acres of developable land for aviation activities including aircraft storage facilities and/or Specialized Aviation Service Operators (SASO). Additional details regarding the Master Development Opportunity are discussed in the Minimum Expectations section.

II. PROPOSER INFORMATION

A. QUALIFICATIONS

The Sponsor is seeking proposals from qualified person(s) or firms interested in the Opportunity described above. Proposers must demonstrate a successful track record for similar projects.

B. BACKGROUND

The Airport is obligated by federal grants received for the development and operation of the Airport. Due to these and other obligations, the Sponsor will not sell the land, but will enter into a long-term lease for land. The Federal Aviation Administration ("FAA") also limits the height of structures on the Airport. The maximum structure height on the site is estimated to be approximately 35 feet, but such height is subject to FAA approval. Local zoning codes may further restrict the height of structures. Building materials may not interfere with navigational aids. The Airport Layout Plan ("ALP") is attached as **Exhibit C**.

The Sponsor will provide engineering services through the Sponsor's on-call airport engineer for airside development including, but not limited to taxiways, taxilanes, aircraft parking aprons, signage, pavement markings and airfield lighting to ensure that FAA Design Standards are met. The successful proposer will reimburse the Sponsor for those airside engineering service costs. The configuration of these facilities will be based on the proposer's development plan, pursuant to verification of meeting required FAA geometry and consistency with the current ALP. A conceptual configuration is attached as **Exhibit D**, but should not be deemed to establish a required configuration. Individualized development concepts are encouraged.

The proposer shall avoid wetland impacts to the maximum extent practicable. Unavoidable wetland impacts shall be minimized and mitigated in accordance with applicable permit requirements. A map depicting the locations of existing wetlands is attached as **Exhibit E**.

The successful proposer would also be responsible for making street frontage improvements along Third West Street as set forth by Spanish Fork City, as well as, the development of utilities and access infrastructure to the site.

C. MASTER DEVELOPMENT AGREEMENT

The successful proposer will be required to enter into a Master Development Agreement ("Master Agreement") and one or more, Ground Lease Agreements ("Lease Agreement") and Aeronautical Service Agreements. The Lease Agreement(s) shall be for a term of fifteen (15) years with a potential of mutually agreed upon renewal(s) all contingent on concurrence by the FAA as to term of all such Lease Agreements and any renewals.

Ground lease payments for, all or portions, of the site shall be based on the market value of the land area(s) for the proposed use(s) as determined by the developer with the approval of the Sponsor, and with FAA concurrence.

In addition to payments required under the Agreements, transaction, sales and other taxes at the rate provided by law, shall be paid by Lessee in addition to any taxes imposed on Lessee's business activities conducted at this location.

D. MINIMUM EXPECTATIONS

The successful proposer is expected to deliver a development project that encompasses the ten (10) acre site with ground lease payments to commence no less than twelve (12) months from execution of the Master Agreement. The lease will be based on the market value of the acreage for the proposer's intended use(s) of the parcel. A specific development proposal for the ground lease site is required. As each development project within the Master Agreement and the development plan moves to inception, the uses must be clearly defined along with the quantification of project area(s) and specific, market-based ground rents.

The successful proposer would hold the Master Agreement to the land to be used specifically for aircraft storage facilities (i.e. apron, conventional hangars, sunshades and/or "T-hangars") and/or SASOs which may include but are not limited to flight instruction schools, flight simulator facilities, avionics sales, repair and installation specialists, aircraft manufacturers and/or repair stations, piston and/or turbine engine overhaulers, aircraft cleaning and/or detailing providers, parts fabrication, composite fabrication or aviation supply stores. Vehicle parking, access control, fencing, gates and landscaping should also be included. Residential uses of any type are precluded from inclusion in the Master Development Opportunity.

Proposers are encouraged to include estimates of underlying ground lease rates and/or percentage of gross sales they are prepared to pay subject to final negotiation with the Sponsor, which shall have the final authority in establishing ground lease and other payment rates. Proposers may include predevelopment and construction lease rate(s) in their proposal, subject to final negotiation with the Sponsor. Ground lease rates shall be adjusted from time-to-time based on a schedule to be negotiated with the Sponsor; however, the ground lease rate(s) shall never be less than the initial, post-construction, lease rate(s) concluded after negotiation with the Sponsor. Investments in access and utility infrastructure improvements made by the developer will be considered during lease rate negotiations.

If the developer defaults on any of their predevelopment and/or construction work in progress, the Sponsor shall be held harmless for any of the developer's costs incurred and/or all liens for materials and labor furnished to the site and any liability resulting from the developer's default.

E. PERFORMANCE GUARANTEE

It is anticipated that the successful bidder will deliver an irrevocable letter of credit in the amount of \$1.5 million, from a financial institution suitable to the Sponsor in its sole discretion, as a guarantee of performance on the initial ground lease area. A letter of credit for less than \$1.5 million may be accepted at the discretion of the Sponsor. This letter of credit must remain in place until released by the Sponsor at the completion of the initial project and commencement of payments under the initial ground lease.

III. SELECTION PROCESS

The Sponsor will review all proposals and may select one or more proposers to discuss their proposal, and may enter into negotiations for the Agreement. Upon conclusion of successful negotiations, an Agreement will be provided to one successful proposer and a recommendation will be made to the Sponsor for approval of the Agreement with the successful proposer. The Sponsor, in its sole discretion, reserves the right to accept any proposal and/or any part of parts thereof and/or reject any or all proposals.

Proposers are encouraged to be creative in providing a conceptual development plan that meets the Sponsor's preferences, identified above, while complying with the planned uses of the land.

IV. PROPOSAL REQUIREMENTS

Proposals must be organized so that each element (identified under Proposal Content) is addressed in the order indicated. Proposers must answer all questions completely and accurately. Proposers must also furnish all required information/documents – failure to do so may result in disqualification.

Responses to the information requested in the Proposal Information section of the Invitation for Proposals (and the Proposal Statement and Proposal Affidavit) must be typed on the forms provided. Proposals that contain omissions, erasures, or alterations may be rejected.

Proposals must be typewritten using no smaller than 11-point font (the size used in this Invitation for Proposals) on standard 8 ½" by 11" paper. Page sizes up to 11" by 17" are acceptable for graphics, drawings or visual aids. Proposals, excluding exhibits, must not exceed 60 pages single sided.

V. PROPOSAL CONTENT

1. Cover Letter

Each Proposer(s) must submit a cover letter identifying the proposing entity(ies) and the name of the proposed business. An authorized representative of the proposing entity must sign the cover letter.

2. Executive Summary

Each proposal must contain an Executive Summary that summarizes the key elements of the proposal. In addition, the Executive Summary should include a statement that explains why the proposer(s) is qualified to develop, operate, manage, and market the proposed facilities/services and why the proposer(s) would be the best selection.

3. Proposer(s) Information Form

Each proposer(s) must complete the proposer(s) information form and attach all required information and/or documentation.

4. Development Plan

Proposer(s) must provide (and proposals will be evaluated based upon) the following:

- a. A description of the proposed facilities, improvements, and associated amenities.
- b. Preliminary drawings (including a site plan) and a rendering of the proposed facilities and improvements.
- c. A cost estimate and schedule for the development of the proposed facilities and improvements.
- d. An overview of the background, experience, qualifications, capabilities, and role of each member of the design/construction team.
- e. Contact information and a minimum of three references for each member of the design/construction team.
- f. Evidence of the ability to obtain performance bond.
- g. Identify the proposed date for the commencement of operations.

5. Financial Plan

Proposer(s) must provide (and proposals will be evaluated based upon) the following:

- a. A demonstrated financial capacity to initiate the proposed development and provide working capital.
- b. A statement of financial responsibility from a qualified financial institution or from such other source as may be readily verified through normal channels.
- c. A three (3) year historical financial (profit and loss) statement.
- d. A three (3) year historical balance sheet.
- e. A five (5) year financial (profit and loss) projection.
- f. A cash flow statement.

6. Operating Plan

Proposer(s) must provide (and proposals will be evaluated based upon) the following:

- a. A description of the proposed products and services.
- b. A description of the policies and procedures that will be utilized by the proposer(s) to include safety, emergency procedures, incident/accident prevention and reporting, environmental, security, communications and customer service.
- c. A description of the level, quality and manner in which the proposed products and services will be provided and facilities will be maintained.
- d. Evidence of the ability to obtain the insurance coverage.
- e. Copies of all applicable licenses, permits and operating certificates.

7. Management Plan

Proposer(s) must provide (and proposals will be evaluated based upon) the following:

- a. Statements of the proposer(s) mission, vision, and values.
- b. A chart depicting the proposer(s) organizational chart.
- c. Resumes (and a description of the roles and responsibilities) for the proposer(s) principals, managers (including general manager) and other key personnel.
- d. Proposed staffing levels (including management and operating level employees) that will be necessary to provide the proposed products and services and maintain the proposed facility.
- e. Five business references.
- f. Five financial references.

8. Qualifications and Experience

Proposer(s) must provide (and proposals will be evaluated based upon) the following:

- a. Descriptions of the proposer(s) experience qualifications, and capabilities pertaining to the development, operation and management of aviation business.

VI. GROUNDS FOR DISQUALIFICATION

The Sponsor may deny or disqualify any proposal for any one or more of the following reasons:

1. The proposer(s), for any reason, does not fully meet the qualifications, standards, and requirements established by the Sponsor. The burden of proof shall be on the proposer(s) and the standard of proof shall be by clear and convincing evidence.
2. The proposer(s) proposed activities and/or improvements will create a safety hazard at or on the Airport.
3. The acceptance of the proposal will require the Sponsor to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or improvements that the Sponsor is unwilling and/or unable to spend and/or will result in a financial loss or hardship to the Sponsor.
4. The proposer(s) has either intentionally or unintentionally misrepresented or omitted material facts in the proposal or in supporting documentation.
5. The proposer(s) has failed to make full disclosure in the proposal or in supporting documentation.
6. The proposer(s) (or an officer, director, agent, representative, shareholder, or employee of Proposer(s) has a record of violating the regulatory measures of any other airport, FAA, or any other regulatory measure applicable to the Airport or the Proposer(s)'s proposed activity.
7. The proposer(s) (or an officer, director, agent, representative, shareholder or employee of Proposer(s)) has defaulted in the performance of any lease, sublease or other agreement at the Airport or at any other airport.
8. The proposer(s) does not exhibit adequate financial responsibility or capability to undertake the proposed activity.
9. The proposer(s) cannot provide a performance bond or applicable insurance in the type and amounts required by the Sponsor for the proposed activity.
10. The proposer(s) (or an officer or director of Proposer(s)) has been convicted of a felony.
11. The proposer(s) seeks terms and conditions which are inconsistent with Sponsor policies, the Invitation for Proposals) or are not in the best interest of the Sponsor.

VII. AIRPORT SPONSOR NON-NEGOTIABLE LEASE TERMS

The following items are non-negotiable terms for a potential Lease Agreement. The list is not intended to be all-inclusive but shall provide the Proposer with terms that may be of prime importance when developing its proposal.

1. The Lease Agreement shall be for a term of fifteen (15) years with a potential of mutually agreed upon renewal(s) all contingent on concurrence by the FAA as to the terms of such Lease Agreement and any renewals.
2. Non-Discrimination Covenants:
 - a. Tenant, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that, in the event facilities are constructed, maintained or otherwise on the Premises described in this Lease Agreement for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended, superseded or modified.
 - b. Tenant, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 - i. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.
 - ii. In the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - iii. Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation and as said regulations may be amended, superseded or modified.
 - c. In the event of breach of any of the above non-discrimination covenants, the Sponsor shall have the right to terminate this Lease Agreement and to re-enter and repossess the Premises and facilities thereon and hold the same

as if said Lease Agreement had never been made or issued. Notwithstanding the foregoing, it is specifically agreed that nothing in this Article shall prevent Tenant from exhausting all administrative and/or judicial remedies available to Tenant in resisting or defending against any claims or claim of breach or default or noncompliance hereunder.

3. Subordination of Lease Agreement to private sector financing may be permitted subject to the execution of a Subordination Lease Agreement with the Airport Sponsor which shall contain the following caveats:
 - a. No such subordination shall be construed as granting a fee interest in the Sponsor's real property.
 - b. All proceeds of any financing shall be used for Developer's project on the property.
 - c. Developer or Lender shall provide the Sponsor with notice of any successor mortgagee together with the name and address of such mortgagee. Such successor mortgagee along with the Lender is collectively referred to herein as the "Lender".
 - d. Lender may rely on all provisions of the Lease Agreement between the Sponsor and Developer and this Lease Agreement.
 - e. When giving notice of default of any term of the Lease Agreement, the Sponsor agrees to provide a copy of such notice to the Lender.
 - f. If Developer fails to cure any default within the period provided in the Lease Agreement, the Sponsor shall give notice to that effect to the Lender. Lender shall then have the right, but not obligation, to cure or cause to be cured any such default within ten (10) days from the date of the Sponsor's notice to Lender. The Sponsor shall accept such cure by Lender as though Developer had performed the same.
 - g. If Lender fails or elects to not cure any default by Developer within the 10-day period provided in subsection (f) above and if the Lender desires to prevent the exercise of the Sponsor's remedies by virtue of Developer's default, the Lender must initiate foreclosure proceedings or other appropriate legal action within ninety (90) days after the expiration of the 10-day period provided in subsection (f) above. Lender or its successor-in-interest shall diligently prosecute such action. If the Lender is successful in such foreclosure or other legal action, Lender shall immediately cure the default and, upon cure, Lender will acquire the Interest. During the periods set forth in this subsection (g) and subsection (f) above, the Sponsor will not exercise its right to terminate the Lease Agreement with respect to the particular default.
 - h. In the event Lender acquires the Interest, Lender may:
 - i. Enter into a new Lease Agreement with the Sponsor with respect to the Leased Premises, with said agreement containing the same terms and conditions as provided in the Lease Agreement and for a period not to exceed the remaining term of the Lease Agreement.

- ii. Transfer the Interest so acquired, subject to execution by the transferee or an agreement with the Sponsor with respect to the Leased Premises, with said agreement containing the same terms and conditions as provided in the Lease Agreement for a period not to exceed the remaining term of the Agreement.
- 4. The following federal requirements shall be included in the Lease Agreement between the Sponsor and Developer:
 - a. Sponsor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Developer and without interference or hindrance.
 - b. The Sponsor reserves the right, but shall not be obligated to the Developer, to maintain and keep in repair the landing area of the Airport and all publically-owned facilities of the airport, together with the right to direct and control all activities of the Developer in this regard.
 - c. The Lease Agreement shall be subordinate to the provisions and requirements of any existing or future agreements between the Sponsor and the United States, relative to the development, operation or maintenance of the Airport.
 - d. Developer agrees to comply with the notification and review requirements covered in 14 CFR Part 77 (FAA Form 7460-1) in the event any future structure or building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.
 - e. The Sponsor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off or operation on the Airport.
 - f. Developer expressly agrees for itself, its successors and assigns that it will not construct, nor permit to stand, on said Premises any building, structure, poles, trees or other objects whether natural or otherwise, of a height in excess of 14 CFR Part 77 standards and requirements regarding obstructions in navigable airspace.
 - g. The Sponsor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of entry onto the real property herein conveyed to cut, remove, or lower any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of 14 CFR Part 77 standards and requirements regarding obstructions in navigable airspace. This public right shall include the right to mark or light as obstructions to air navigation, any and all buildings, structures, poles, trees, or other objects that may at anytime project or extend above said surfaces.

- h. Developer expressly agrees for itself, its successors and assigns, to not hereafter use, nor permit, nor suffer use of the Premises in such a manner as to create electrical interference with radio communication between the installation upon the Airport and aircraft or as it makes it difficult for fliers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the Airport, or as otherwise to endanger the landing, taking off, or maneuvering or aircraft.
- i. Developer expressly agrees for itself, its successors and assigns, to not hereafter use, nor permit, nor suffers the use of the Premises in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.

VIII. PROPOSAL GUARANTEE

Each proposal must be accompanied by a cashier's check made payable to the order of Spanish Fork-Springville Airport in the sum of \$5,000. The proposal guarantee shall be returned to all proposers within five working days after the successful proposer has been selected. Notwithstanding the previous sentence, if the successful proposer fails to agree to the terms and conditions of the Master Agreement to be issued as an addendum to this Invitation to Proposals, and any subsequent addenda, its proposal guarantee will not be returned.

IX. REQUIRED ATTACHMENTS

The following attachments are required for consideration:

1. Cashiers, certified check or bid bond in the amount of Five Thousand Dollars (\$5,000.00) which serves as the Proposal Guarantee. Security is to be made payable to: Spanish Fork-Springville Airport;
2. One (1) original plus four (4) copies of the proposal (containing all forms and other required information);
3. Proposer Information Form;
4. Proposal Statement;
5. Proposal Affidavit

PLEASE NOTE:

All proposals shall conform to the instructions given in the RFP. Careful attention should be given to the information requirements. Failure to adhere to these minimum

requirements may result in disqualification of proposal. Any false claims made in the Proposal are a basis for termination of any Agreement.

DRAFT

EXHIBIT A – AERIAL PHOTOGRAPH WITH SITE LOCATION



EXHIBIT B – LOCAL AREA AERIAL PHOTOGRAPH

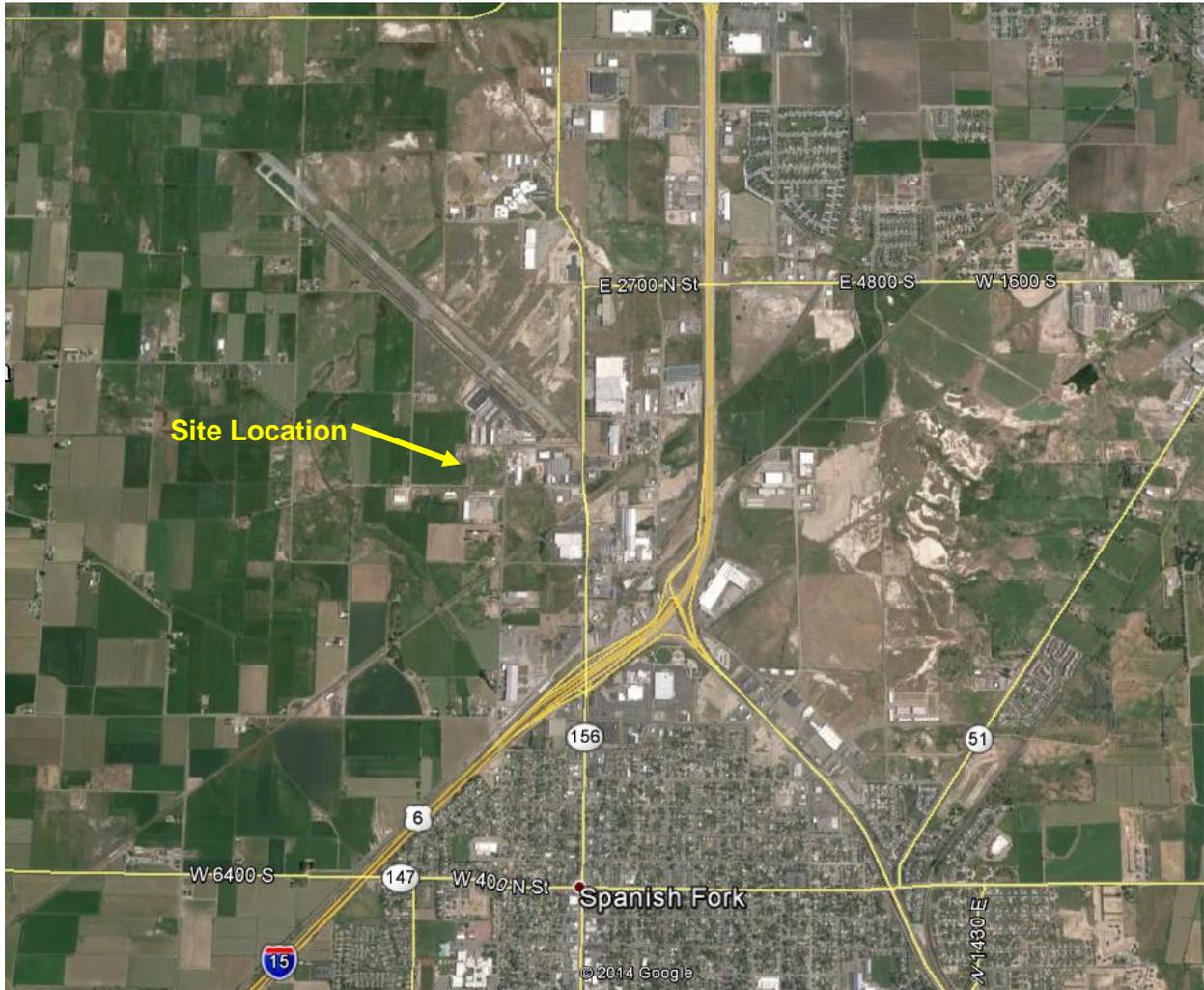


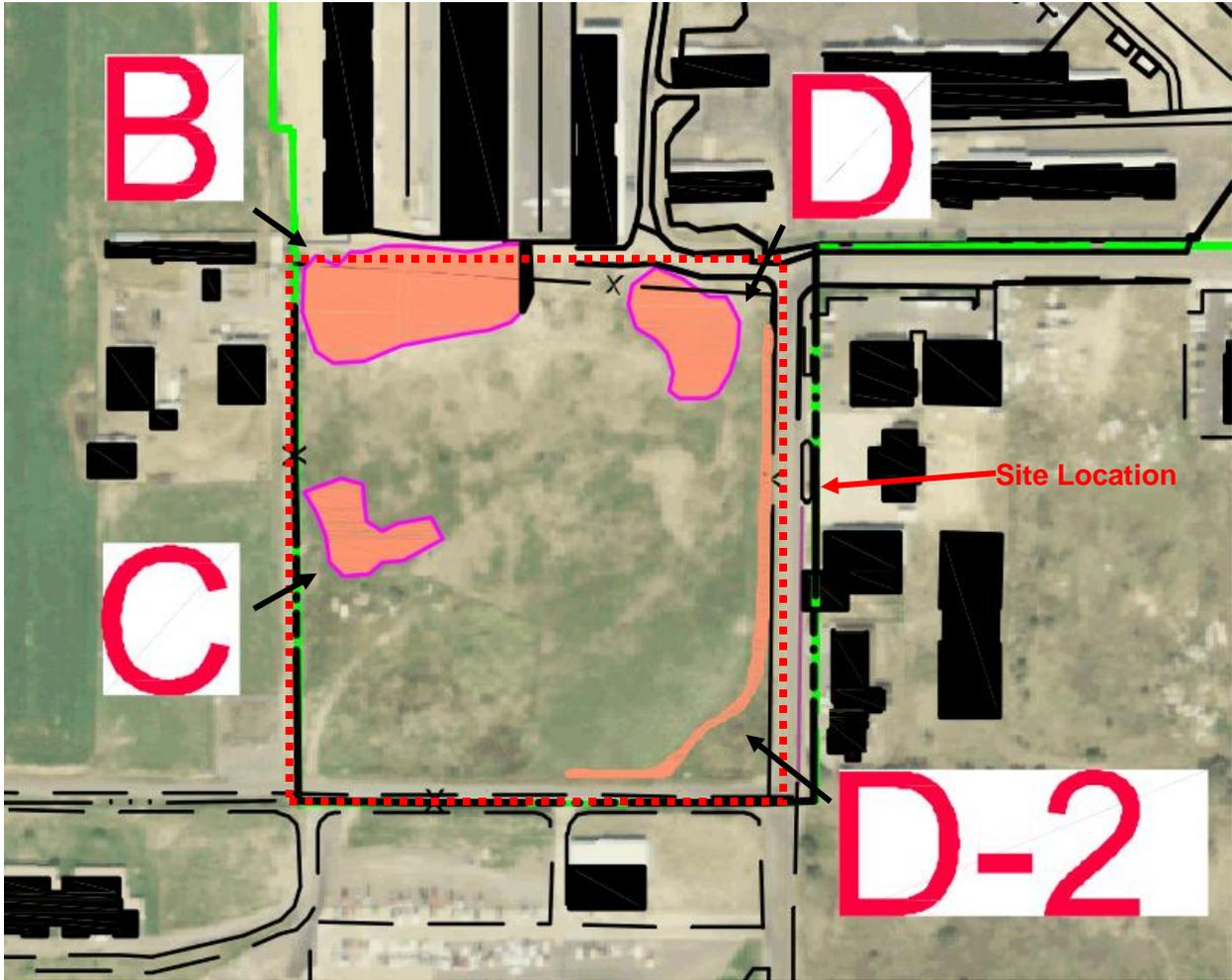
EXHIBIT D – CONCEPTUAL LAYOUT DRAWING



Legend	
Blue	= Future Hangars and/or Buildings
Yellow	= Future Taxiways and Vehicle Parking
Gray	= Existing Roadways
Red	= Existing Wetlands or Ditch

Note: Conceptual configuration is for reference only. Individualized proposal concepts are encouraged.

EXHIBIT E – EXISTING WETLANDS AT SITE LOCATION



<u>Legend</u>	
B	= Wetland
C	= Wetland
D	= Wetland
D-2	: Water of the United States

NOTE: Will require coordination with U.S. Army Corps of Engineers prior to development.



Letter of Recommendation to City Council

Springville City Board Name: Airport

Applicant:	Request:	Date of Meeting: <u>8-7-2014</u>
	RFP - A request for proposals for construction of Hangars & Infrastructure on Airport property consisting of 10 Acres South of existing facilities. Proposal Attached. ^{Outline}	

Motion by: <u>Clair Anderson</u>	Second by: <u>Keir Scoubes</u>
----------------------------------	--------------------------------

RECOMMENDATION	<input checked="" type="checkbox"/>	APPROVE	<input type="checkbox"/>	DISAPPROVE	<input type="checkbox"/>	OTHER:
CONDITIONS OF APPROVAL: <u>None</u>						

Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
<u>Clair Anderson</u>	<input checked="" type="checkbox"/>		
<u>Dean Olson</u>	<input checked="" type="checkbox"/>		
<u>Scott Ford</u>	<input checked="" type="checkbox"/>		
<u>Paul [Signature]</u>	<input checked="" type="checkbox"/>		

Clair Anderson 8-7-2014
 Chair Airport Manager Date



STAFF REPORT

DATE: July 29, 2014

TO: Honorable Mayor and City Council

FROM: Planning Commission
J. Fred Aegerter, Comm. Dev. Director

SUBJECT: Springville City seeking consideration of an amendment to Title 11, Chapter 6, Section 114 (4)(e) regarding cross access requirements on abutting commercial properties.

RECOMMENDED MOTION

Move to deny the proposed code amendment as recommended by the Planning Commission to amend Springville City Code Section(s) 11-6-114 (4)(e) regarding cross access requirements on abutting commercial properties.

SUMMARY OF ISSUES/FOCUS OF ACTION

- Does the proposed request meet the requirements of the Springville City Code, particularly 11-7-1, Amendments to the Title and Zone Map?
- Does it maintain the intent of the General Plan?
- Is this in the best interest of Springville City?

The proposed amendment was created in response to direction from the City Council to consider options for a site on 400 South that was concerned about the requirement to provide cross access between their property and the property located directly to the west.

In April, 2013 the City Council approved the Zion's Bank Springville Subdivision, Plat A, a minor subdivision located at 438 South 750 West in the Neighborhood Commercial (NC) Zone, with authority given to the City Engineer to execute all documents after final approval by the City Attorney.

On July 11, 2013, an Administrative approval was given on the site plan. One of the items listed as a contingency was the inclusion of a cross access driveway between this property and the property to the west. This would have been provided access to the right-in/right-out driveway located on the property to the west in addition to driveways on 750 West and 450 South.

There was a later meeting held with Mayor Clyde about this item, but no action to amend the ordinance was taken by Zion's Bank.

At the July 1, 2014 City Council Meeting, Councilman Conover asked for consideration to amend the zoning ordinance to not require cross access for Zion's in an effort to be more business friendly and Staff was directed by the Council to create an ordinance specifically addressing that issue for the City Council's consideration.

Analysis

In considering this amendment, the General Plan – Shaping Springville for 2030 includes policy direction concerning the issue of cross access and striving to be business friendly.

The issue of connections between properties was identified in 4H of the Land Use and Population Element and 1K of the Transportation and Circulation Element of the General Plan. Both strategies talk about the use of cross-access and shared and limited access between properties to allow for better access and traffic flow.

Strategy 4A in the Economic Development Element of the General Plan identifies the need to work with business owners and commercial property owners to address issues that are negatively affecting them. Zion's Bank had indicated to Staff that they did not like the cross access because they did not know what types of businesses might locate to the south of them.

The General Plan includes a variety of strategies that may seem at cross-purposes. In some cases there is a need to balance these differences and determine which is more important. In other cases, both purposes may be addressed and met.

The Commission has expressed concern over the development of site-specific ordinance language and its unintended consequences. Staff has tried to follow the direction of the City Council to provide language for their consideration that addresses their specific concerns and has limited application.

The proposed amendment follows:

11-6-114(4)(e) Cross Access Driveways. In order to provide vehicular access between two (2) or more contiguous sites without entering the public street, cross access driveways are required wherever possible.

The Planning Commission may modify or waive this requirement on properties with multiple street frontages where access between two lots can be accomplished through the use of a minor collector or local non-residential street.

*proposed new language is underlined.

Planning Commission Discussion and Recommendation

Staff presented the information provided in the background section and reviewed the proposed amendment language. Illustrations of the site were reviewed to provide better understanding of the proposed cross access at this site and the location of a local commercial street behind the property and a minor collector on the eastern border of the property. Other examples were also reviewed from other locations in the City to illustrate how they differ from this site and how the cross access is utilized.

The Commission asked if the bank had ever filed to amend the ordinance and Staff said that they had not received an application to amend the ordinance. They then questioned whether the proposed change to the ordinance would guarantee Zion's Bank coming to this location. Staff explained that Councilman Conover stated that he was working with the regional manager for the bank to try to make that happen. The Commission then asked what the bank's concern was. Staff indicated that in conversations with the VP of real estate for the bank that they were concerned about what uses may develop to the west and Councilman Child indicated that he understood that they didn't want it for security reasons.

The Commission they discussed the use of cross access in Springville and other locations they could think of where Zion's Bank did have cross access, such as Spanish Fork and St. George. The Commission then talked about how they felt that cross access was more business-friendly in their opinion because it allows for easier and better access for customers. The Commission then discussed that they want to be business-friendly and would love to have Zion's Bank here, but they are also big fans of having cross access and that not requiring it has negative consequences for traffic flow and safety in the community.

A motion was made by Commissioner Clay to not amend 11-6-114(4)(e) regarding the elimination of cross access requirements for properties with multiple street frontages including a minor collector or local non-residential street. The motion was seconded by Commissioner Baker, with all Commissioners in attendance voting aye.

Baker	Aye
Clay	Aye
Clyde	Aye
Huff	Excused
Mertz	Aye
Nolte	Aye
Young	Excused

Recommended Motion for City Council action with options

Denial language as proposed by the Planning Commission:

Move to not amend 11-6-114(4)(e) regarding elimination of cross-access requirements for properties with multiple street frontages including a minor collector or local non-residential street.

The Commission would also need to find that leaving the ordinance as written maintains the intent of the General Plan and is in the best interest of Springville City and its residents. Approval language favoring the amendment would be:

Approval language for the proposed amendment:

Move to recommend approval of the proposed change to 11-6-114(4)(e) regarding the elimination of cross-access requirements for properties with multiple street frontages including a minor collector or local non-residential street.

The Commission would also need to find that the proposed amendment meets the requirement of the Springville City Code, particularly 11-7-101, that it maintains the intent of the General Plan and is in the best interest of Springville City and its residents.

Staff sees at least three options:

Option 1

Recommend Approval of the ordinance amendments as drafted.

Option 2

Further amend the draft ordinance prepared by Staff for the City Council.

Option 3

Recommend that the Council keep existing language.



Springville City Planning Commission

Letter of Recommendation to City Council

Applicant: Springville City Council 110 South Main Springville UT 84663	Request: Seeking consideration of an amendment to Title 11, Chapter 6, Section 114(4)(3) regarding cross access requirements on abutting commercial properties.	Date of Meeting: July 22, 2014	
Zone Classification:	Total Acreage of Site:	Number of Lots/Units:	
General Plan – Land Use Designation:	Previous Use of Property:	Administrative Action	<input checked="" type="checkbox"/>
		Legislative Action	<input type="checkbox"/>
		Public Hearing Required	→ <input type="checkbox"/>
			<input type="checkbox"/> Planning Commission <input type="checkbox"/> City Council

Motion by: <i>Michael Clay</i>	Second by: <i>Genevieve Baker</i>		
PC RECOMMENDATION	APPROVE <input checked="" type="checkbox"/>	DISAPPROVE	OTHER:

CONDITIONS OF APPROVAL:

Move to recommend that the Council keep the existing language.

Planning Commission Signatures:

	YES	NO	ABSTAIN
<i>excused</i> Craig Huff			
<i>Carl Clyde</i> Carl Clyde	✓		
<i>Baker</i> Genevieve Baker	✓		
<i>Joyce Nolte</i> Joyce Nolte	✓		
<i>Brad Mertz</i> Brad Mertz	✓		
<i>Michael Clay</i> Michael Clay	✓		
<i>excused</i> Frank Young	✓		

APPROVE 5 DENY _____ ABSTAIN _____

Barbara Gray
Planning Commission Secretary

July 22, 2014
Date

ORDINANCE NO. ____-2014

**AN ORDINANCE AMENDING MULTIPLE SECTIONS OF SPRINGVILLE CITY
CODE, 1991, TITLE 11, CHAPTER 6, SECTION 114(4)(e) REGARDING
CROSS ACCESS REQUIREMENTS ON ABUTTING COMMERCIAL
PROPERTIES.**

Be it ordained by the City Council of Springville, Utah:

SECTION 1: Sections 11-6-114(4)(e), of Springville City Code 1991 is hereby amended to read as follows:

11-6-114(4)(e) Cross Access Driveways. In order to provide vehicular access between two (2) or more contiguous sites without entering the public street, cross access driveways are required wherever possible.

The Planning Commission may modify or waive this requirement on properties with multiple street frontages where access between two lots can be accomplished through the use of a minor collector or local non-residential street.

SECTION 2: This ordinance will become effective one day after publication hereof in the manner required by law.

SECTION 3: The City Recorder shall cause this ordinance or a short summary hereof to be published in the *Daily Herald*, a newspaper published and of general circulation in the City.

ADOPTED by the City Council of Springville, Utah, this ____ day of _____, 2014.

Wilford W. Clyde, Mayor

ATTEST:

City Recorder



Springville

COMMUNITY DEVELOPMENT
Springville City Corporation

STAFF REPORT

August 6, 2014

Agenda Item #3a
Planning Commission
August 12, 2014

TO: Planning Commission Members

FROM: Laura Thompson, Planner I

RE: **Proposed text amendment to Section 11-6-413(c) of Springville Development Code, increasing the allowable size of a wireless facility’s equipment shelter.**

Petitioner: Pete Simmons
5710 South Green Street
Salt Lake City, UT 84123

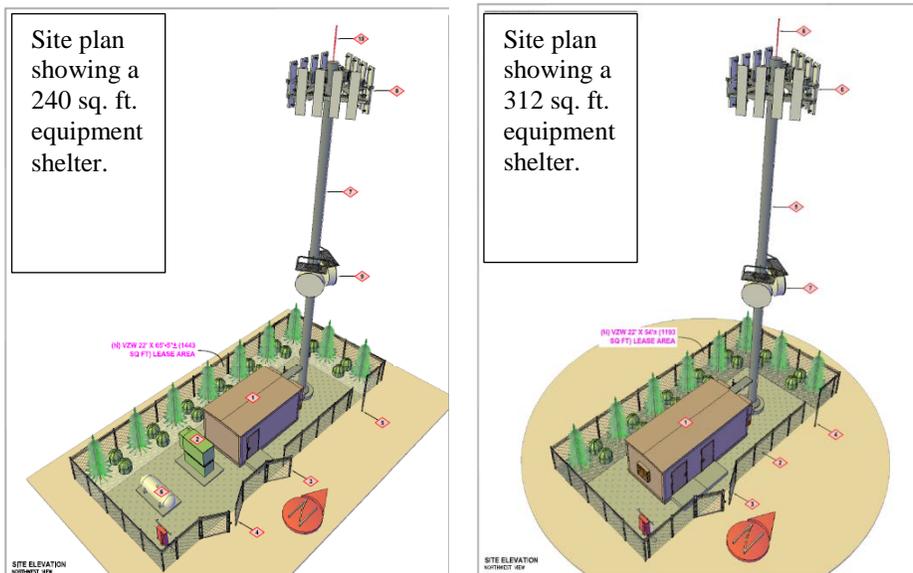
Summary of Issues

- Does the proposed request meet the requirements of the Springville City Code, particularly 11-7-1, Amendments to the Title and Zone Map?
- Does it maintain the intent of the General Plan?

Background

Verizon Wireless has an approved site plan for the replacement of the existing cell tower at 350 West 700 South. The site plan to replace the existing monopole was Administratively Approved by the Community Development Director on August 7, 2014. Along with the new tower an equipment shelter to house the mechanical equipment will be constructed.

Current Development Code limits the size of wireless accessory structures to 240 square feet. The applicant is requesting to increase the maximum limit 72 square feet for a total of 312 square feet, in order for the applicant to house a backup generator.



Analysis

Staff researched the minutes from the meeting the current ordinance was considered by the Planning Commission (12/05/2006), to understand where the maximum 240 square foot limit originated and found the number was based on an estimated 12' x 20' structure. In the last eight years since the ordinance was adopted, no new tower facilities have been constructed.

General Plan

The Springville City General Plan, Shaping Springville for 2030, does not actually address wireless equipment shelters, however, Objective 5, Strategy 5D states: “Review and adopt ordinances that will encourage quality industrial uses.”

The proposed site includes a backup generator that could be somewhat louder than if it was enclosed in the shelter. The purpose of the enlargement is to accommodate the generator; otherwise it will sit outside of the shelter.

Proposed Amendments

11-6-413 Additional Requirements.

- c. Accessory Buildings. No more than three accessory structures are permitted for each wireless facility’s support equipment. ~~A freestanding~~ accessory buildings used with a wireless facility shall not exceed ~~240~~ 312 square feet and shall comply with the setback requirements for structures in the zone in which the facility is located.

Staff Recommendation

Staff recommends approval of the proposed amendments finding the increased shelter size would be keeping up with the industry standard and is in keeping with the General Plan and meets Springville City Code.

Recommended Motion

Move to recommend approval to amend Section 11-6-413(c) to increase the allowable size of a wireless facility accessory structure from 240 square feet to 312 square feet.

Alternatives:

1. Recommend approval of the proposed amendment;
2. Recommend alternatives or variations to the proposed amendment;
3. Recommend denial of the proposed amendment.



Springville City Planning Commission

Letter of Recommendation to City Council

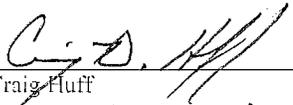
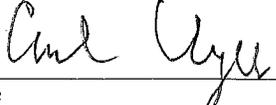
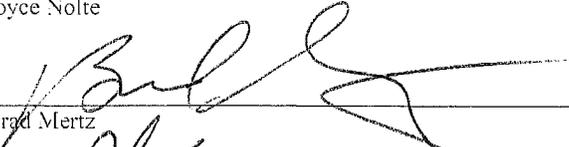
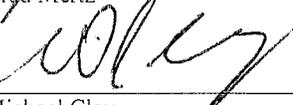
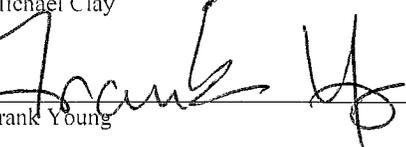
Applicant: Pete Simmons. 5710 South Green Street Salt Lake City UT 84123		Request: Seeking to amend the Springville City Municipal Code, Title 11, 11-6-413(c) pertaining to the allowable size of an accessory structure in conjunction with a wireless facility.		Date of Meeting: August 12, 2014	
Zone Classification:		Total Acreage of Site:		Number of Lots/Units:	
General Plan – Land Use Designation:		Previous Use of Property:		Administrative Action <input checked="" type="checkbox"/>	
				Legislative Action	
				Public Hearing Required →	
				<input type="checkbox"/> Planning Commission <input type="checkbox"/> City Council	

Motion by: <i>Carl Clyde</i>		Second by: <i>Brad Mertz</i>	
PC RECOMMENDATION	<input checked="" type="checkbox"/>	APPROVE	DISAPPROVE
OTHER:			

CONDITIONS OF APPROVAL:

Move to recommend approval to amend Section 11-6-413(c) to increase the allowable size of a wireless facility accessory structure from 240 square feet to 312 square feet.

Planning Commission Signatures:

	YES	NO	ABSTAIN
 Craig Huff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Carl Clyde	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Genevieve Baker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Joyce Nolte	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Brad Mertz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Michael Clay	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Frank Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPROVE 6 DENY _____ ABSTAIN _____


Planning Commission Secretary

August 12, 2014
Date

ORDINANCE NO. ____-2014

AN ORDINANCE AMENDING SECTION 11-6-413(c) OF SPRINGVILLE CITY DEVELOPMENT CODE, INCREASING THE MAXIMUM SIZE OF AN ACCESSORY BUILDING FOR WIRELESS FACILITIES.

Be it ordained by the City Council of Springville, Utah:

SECTION 1: Section 11-6-413(c) of Springville City Code is hereby amended to read as follows:

11-6-413 Additional Requirements.

- c. Accessory Buildings. No more than three accessory structures are permitted for each wireless facility's support equipment. ~~A freestanding~~ Freestanding accessory buildings used with a wireless facility shall not exceed ~~240~~ 312 square feet and shall comply with the setback requirements for structures in the zone in which the facility is located.

SECTION 2: This ordinance will become effective one day after publication hereof in the manner required by law.

SECTION 3: The City Recorder shall cause this ordinance or a short summary hereof to be published in the *Daily Herald*, a newspaper published and of general circulation in the City.

ADOPTED by the City Council of Springville, Utah, this 19th day of August 2014.

Wilford W. Clyde, Mayor

ATTEST:

City Recorder



STAFF REPORT

DATE: August 11, 2014
TO: Mayor and City Council
FROM: Jeff Anderson, City Engineer
SUBJECT: **2600 WEST ROADWAY RECONSTRUCTION – 600 SOUTH TO CITY LIMITS**

RECOMMENDED ACTION

Motion to:

Award the 2600 West Roadway Reconstruction – 600 South To City Limits project to the lowest responsible bidder, Johnston and Phillips, Inc., in the amount of \$412,743.08 and authorize the Director of Public Works to issue a Notice to Proceed for the project.

SUMMARY OF ISSUES/FOCUS OF ACTION

2600 West is the extension of Spanish Fork Main Street and is a regionally important roadway. It is shown as a regional arterial on the City's functional classification map in the general plan.

The Outlook apartments project located west of 2600 West just north of the City boundary between Springville and Spanish Fork is presently under construction. As part of their project approval it was discussed that 2600 West would be reconstructed with street impact fees along the frontage of the development this fiscal year.

Construction of the roadway will require the closure of 2600 West. 24-hour electronic VMS signs will be required on 400 South and Spanish Fork Main Street to alert motorists of the closure for the duration of the project.

A lump-sum \$20,000 bonus will be paid for final completion on or before Friday, October 17, 2014 at 5:00 pm MDT. Liquidated damages have been set at \$1,000 per day.

CITY COUNCIL MEETING

August 19, 2014

SCOPE OF WORK

This project consists of reconstruction and widening of 2600 West from 600 South to the City limits (approx. 600 lineal feet). The project includes the construction of the full roadway cross section, curb and gutter, raised median, sidewalk, associated grade adjustment of existing manholes and water valves, and the extension of the existing sewer main. The work to be performed includes furnishing all necessary materials, equipment, facilities, services and appurtenances thereto needed for the complete construction of the project.

The finished roadway will consist of four inches of asphalt on eight inches of roadbase, on 18” inches of imported subbase. It is anticipated, based on the conditions encountered on the Outlook apartments site, that geo-fabric will also be required in order to stabilize the roadway section.

As part of the Outlook development some underground utility construction was completed by other contractors, as required to serve the development. A limited amount of underground utility extensions will be completed with this project.

Exhibit “A” shows the project limits for this project.

BID RESULTS

City Public Works Department Engineering Division personnel together with Excel Engineering, prepared plans, specifications, and bidding documents (i.e. Contract Documents) for the project. These Contract Documents were placed on BidSync, an internet bidding service approved by the State of Utah. The bid results are listed below:

Contractor	Bid	Notes
Johnston and Phillips	\$ 412,743.08	Apparent Low Bid
Geneva Rock Products	\$ 417,297.95	
S&L Inc.	\$ 451,091.60	
B. Jackson Construction	\$ 543,994.57	
Lyndon Jones Construction	\$ 519,260.66	

FISCAL IMPACT

This project is funded with street impact fees.



STAFF REPORT

DATE: August 12, 2014

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF AN AGREEMENT BETWEEN SPRINGVILLE CITY AND BAD BARLEY LLC WHEREIN THE CITY WOULD SELL APPROXIMATELY 0.0078 ACRES OF PROPERTY TO BAD BARLEY LLC.

RECOMMENDED MOTION

Motion to APPROVE an agreement between Springville City and Bad Barley LLC wherein the City would sell approximately 0.0078 acres of property to Bad Barley LLC for the amount of \$750.

BACKGROUND

The City currently owns approximately 0.0078 acres, or 340 square feet, of property that is located west of I-15 and south of Days Inn. Brad Tew of Bad Barley LLC has recently submitted an offer to the City to purchase the property for \$750. Bad Barley LLC owns approximately 0.173 acres of property adjacent to the City's property. Mr. Tew plans to combine the two properties and build an art studio on the property.

Springville City staff has determined that the City has no plans to use the property. A map of the property is attached to this report. An appraisal has not been done on the property. Property located on the same side of the freeway to the north of this property is for sale at the price of \$2.87 per square foot.

ALTERNATIVES

The Council could offer to sell the property for more money or disapprove the sale of the property.

FISCAL IMPACT

The City would receive \$750.

Attachments: Proposed Agreement
Map of the Property



City's Property
340 sq. ft.

200 ft

PURCHASE AGREEMENT

Agreement made, effective as of this ____ day of August, 2014, by and between Springville City, A Utah Municipal Corporation, 110 South Main, Springville, Utah 84663 (hereinafter referred to as "Seller") and Bad Barley LLC, a Utah limited liability company, 466 S 2550 W #8 Springville, UT 84663 (hereinafter referred to as "Buyer").

RECITALS

WHEREAS, Seller is desirous of selling upon the terms, conditions, stipulations, and agreements hereinafter contained, approximately 0.0078 acres of land in Springville Utah, with Serial Parcel No. 23:027:0053 (the "Property"); and

WHEREAS, Buyer is desirous to purchase the Property; and

WHEREAS, the parties desire to enter into this Purchase Agreement in order to set forth the material terms of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises, payments and covenants made herein, the parties to this agreement agree as follows:

AGREEMENT

1. Property. The Property is approximately 0.0078 acres of land, with Serial Parcel No. 23:027:0053 and, as shown on the Utah County Recorder's website, a legal description of:

COM N 234.85 FT & W 862.95 FT FR S 1/4 COR. SEC. 31, T7S, R3E, SLB&M.; S 41 DEG 41' 56" E 40.22 FT; ALONG A CURVE TO L (CHORD BEARS: N 86 DEG 5' 41" W 56.29 FT, RADIUS = 40 FT) ARC LENGTH = 62.43 FEET; N 48 DEG 18' 4" E 39.38 FT TO BEG.

The specific legal description of the Property will be presented to and agreed upon by both

parties prior to closing.

2. Purchase Price. The purchase price for the Property shall be \$750, which Buyer shall pay Seller at closing.

3. Release of Property. The Seller agrees to release the Property to the Buyer at closing.

4. Taxes. Seller agrees to pay any taxes owing on the Property, including an estimated amount of taxes owing for the portion of the year prior to closing.

5. Title. Seller shall convey title of the Property to Buyer by a quit claim deed.

6. Closing. The parties agree that closing shall occur within thirty (30) days of the effective date of this Agreement.

7. Risk of Loss. All risk of loss or damage to the Property shall be borne by the Seller until closing. After closing, risk of loss shall be transferred to the Buyer when the Property is released.

8. Default. If Seller defaults, Buyer may enforce any rights he has under this Agreement. If Buyer defaults, Seller is entitled to a request for specific performance or a request for damages as determined by arbitration or the Courts.

9. Attorney's Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees and costs, except as provided herein.

10. Acknowledgment. Each party hereby acknowledges that he or she has been given the opportunity to review the terms and conditions of this Agreement with any legal or other advisor of his or her own choice and that he or she fully understands and knowingly consents to the terms

and conditions hereof.

11. Successors and Assigns This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and permitted assigns of the parties.

12. Assignment Neither party shall assign, sublet, or transfer any interest in this agreement without the prior, express, and written consent of the other.

13. Non-liability Nothing in this agreement shall be construed as creating any personal liability on the part of any elected official, appointed officer, agent, volunteer or employee of any public body which is a party to this agreement, nor shall it be construed as giving any rights or benefits under this agreement to anyone other than the parties to this agreement.

14. No Warranty It is hereby expressly understood and agreed by the parties hereto that both parties accept the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property except as herein specifically set forth or attached hereto.

15. No Waiver The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions except as specifically set forth herein, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

16. Governing Law It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

17. Effect of Partial Invalidity The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision.

18. Entire Agreement This agreement shall constitute the entire agreement between

the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

19. Modification of Agreement Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

20. Notices Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth at the beginning of this agreement.

21. Counterparts This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Springville, Utah on the date indicated above.

Buyer – Bad Barley LLC

Seller – Springville City

By:

Mayor Wilford W. Clyde

ATTEST:

Kim Rayburn, City Recorder