



**AGENDA FOR THE WORK / STUDY MEETING  
OF THE CITY COUNCIL  
OF THE CITY OF SPRINGVILLE, UTAH  
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET  
JANUARY 20, 2015 – 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
  - January 28 – 2015 UTLC Local Officials Day at the Legislature, State Capital, 7 a.m., registration deadline January 23, 2015
  - February 2 – Ground Hog Day
  - February 3 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
  - February 5 – City Council Retreat 8:00 a.m.
  - February 7 – Opening Reception 43rd Annual Utah All State High School Art Show, Springville Art Museum 7:00 p.m.
  - February 10 – Work/Study Meeting 5:15 p.m.
2. Discussion on this evening's Regular Meeting agenda items
  - a) Invocation – Councilmember Olsen
  - b) Pledge of Allegiance – Councilmember Child
  - c) Consent Agenda
    3. Approval of all City purchase orders properly signed (Springville City Code §2-10-110(5))
    4. Approval of Minutes – November 04, 2014 City Council Meeting
    5. Approval of the appointment of Lesa Hyer to the Aquatic Activity Center Ad Hoc Committee
    6. Approval of a declaration of surplus property – Bruce Riddle, Assistant City Administrator/Finance Director
3. **DISCUSSIONS/PRESENTATIONS**
  - a) Golf Committee Presentation – Pat Bird, Chair
  - b) 800 East 400 South Intersection Realignment – Brad Stapley, Director Public Works
  - c) Aquatic Activity Center Update – John Penrod, Assistant City Administrator/City Attorney

**CERTIFICATE OF POSTING**

The undersigned duly appointed City Recorder of Springville City, does hereby certify that the above notice and agenda was posted within the Springville City limits on January 15, 2015 at Springville City Hall, on the City Hall Notice Board, on the Springville City website at [www.springville.org/agendasminutes](http://www.springville.org/agendasminutes) on the Utah Public Notice Website at <http://www.utah.gov/pmn/index.html> and provided to at least one newspaper of general circulation within the geographic jurisdiction of the public body  
/s/ Kim Rayburn, City Recorder

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

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  
JANUARY 20, 2015 – 7:00 P.M.**

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

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

**CEREMONIAL AND PRESENTATION AGENDA**

1. Presentation of the Mayor's Awards – Shannon Acor, CTC Coordinator
2. Kiwanis Club report on their Sub for Santa Program

**CONSENT AGENDA\***

3. Approval of all City purchase orders properly signed (Springville City Code §2-10-110(5))
4. Approval of Minutes – November 04, 2014 City Council Meeting
5. Approval of the appointment of Lesa Hyer to the Aquatic Activity Center Ad Hoc Committee.
6. Approval of a declaration of surplus property – Bruce Riddle, Assistant City Administrator/Finance Director

**REGULAR AGENDA**

7. Consideration of the renaming of the collector street that runs from 1200 West and 1325 South to Devon Glen Drive (550 North) and ending at Hobble Creek – John Penrod, Assistant City Administrator/City Attorney
8. Consideration of approving a Real Estate Purchase Agreement to purchase the property located at 17 Brookside Drive, Springville, Utah – John Penrod, Assistant City Administrator/City Attorney
9. Consideration of approving an Interlocal Agreement with Utah County wherein Springville City will receive a grant to construct a pedestrian bridge near the City's Community Park. – John Penrod, Assistant City Administrator/City Attorney

This meeting was noticed in compliance with Utah Code 52-4-202 on January 15, 2015. Agendas and minutes are accessible through the Springville City website at [www.springville.org/agendasminutes](http://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.

- Kim Rayburn, City Recorder

The next regular Council Meeting will be held on February 03, 2015 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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10. Consideration of approving an Interlocal Agreement with Utah County wherein Springville City will receive a grant to make improvements to the 800 East 400 South intersection.– John Penrod, Assistant City Administrator/City Attorney
11. Consideration of the future direction of the (CTC) Communities That Care Program – John Penrod, Assistant City Administrator/City Attorney

## **MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS**

### **CLOSED SESSION**

12. *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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**MINUTES OF THE REGULAR MEETING  
OF THE CITY COUNCIL  
OF THE CITY OF SPRINGVILLE, UTAH COUNCIL  
CHAMBERS, 110 SOUTH MAIN STREET  
NOVEMBER 04, 2014 – 7:00 P.M.**

8

10 The following are the minutes of the Regular Meeting of the Springville City Council.  
11 The meeting was held on **Tuesday, 04, 2014, at 7:00 p.m.** in the Springville City Civic Center  
12 Council Chambers, 110 South Main Street, Springville, Utah. Work session was canceled  
13 because it is Election Day. Adequate notice of this meeting, as required by law, was posted in the  
14 Civic Center and on the City's website, and delivered to members of the Council, media, and  
15 interested citizens.

16 Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were  
17 present: Councilmember Rick Child, Councilmember Craig Conover, and Councilmember  
18 Christopher Creer, Councilmember Dean Olsen, City Administrator Troy Fitzgerald, Assistant  
19 City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director  
20 Bruce Riddle, City Recorder Kim Rayburn and Deputy Recorder Jennifer Grigg.

21 Also present were: Administrative Services Manager Rod Oldroyd, Buildings and  
22 Grounds Director Alex Roylance, Community Development Director Fred Aegerter, Museum of  
23 Art Director Dr. Rita Wright, Public Safety Director Scott Finlayson, Public Works Director  
24 Brad Stapley and Recreation Director Charles Keeler. Excused from the meeting are  
25 Councilmember Chris Sorensen and Library Director Pam Vaughn.

26

**CALL TO ORDER**

28 Mayor Clyde welcomed those present and called the meeting to order at 7:00 p.m.

30 **INVOCATION AND PLEDGE**

31 Councilmember Creer offered the invocation and Boy Scout Andrew Anderberg led the  
32 Pledge of Allegiance.

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

36 COUNCILMEMBER CONOVER MOVED TO APPROVE THE MEETING'S  
37 AGENDA AS WRITTEN. COUNCILMEMBER CREER SECONDED THE MOTION. ALL  
38 VOTED IN FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY.

40 **MAYOR'S COMMENTS**

41 Mayor Clyde extended a welcome to those in attendance and Boy Scouts from various  
42 troops and students. He explained the process of Public Comment.

44 **PUBLIC COMMENT:**

45 **Scott Oaks, 1470 E 200 S**, demonstrated public comment to his Boy Scout troop by asking  
46 about the park strip landscaping on 1470 East. Buildings and Grounds Director Alex Roylance  
stated there are plans to plant trees next spring.

48

50 **CONSENT AGENDA**

- 52 1. Approval of all City purchase orders properly signed (Springville City Code §2-10-  
110(5))
- 54 2. Approval of Minutes – May 06, 2014 Regular Meeting
- 56 3. Final Condominium Plat approval for the South Valley Condominiums located at 672  
West 400 South in the PO-Professional Office Zone – Fred Aegerter, Community  
Development Director
- 58 4. Approval of Site Plan for the Meadow Brook Elementary School located at 748 South  
950 West in the R1-10 Single-Family Residential Zone – Fred Aegerter, Community  
Development Director
- 60 5. Final approval of the Miner’s Grove Subdivision, Plat A, located at approximately 950  
West 1150 South in the R1-10 Single-Family and WF-1 Westfield’s Overlay zones –  
62 Fred Aegerter, Community Development Director

64 Councilman Creer noted on the agenda items 4 and 5 have contingencies as stated in the staff  
report. City Administrator/City Attorney John Penrod confirmed the approval of  
66 contingencies.

68 COUNCILMEMBER CREER MOVED TO APPROVE THE CONSENT AGENDA AS  
WRITTEN. COUNCILMEMBER CHILD SECONDED THE MOTION. THE MOTION  
70 PASSED UNANIMOUSLY.

72 **PUBLIC HEARING**

- 74 **6. Consideration of an amendment to the General Plan Land Use Map from Medium  
Density Residential to Commercial and a Zone Change from R2-Residential to NC-  
Neighborhood Commercial on multiple parcels in the area of 650 West 400 South  
76 containing approximately 14.5 acres (CONTINUED FROM 10/07/2014) – Fred Aegerter,  
Community Development Director**
- 78

80 Community Development Director Fred Aegerter described the proposal to amend the  
General Plan Land Use Map as listed above, including two houses. Questions arose with the  
proposed amendment to the General Plan from 2003

- 82
- Were mistakes made that need correction?
  - What specific changes justify amending the General Plan?
  - 84 • How does the change affect the public perception of the general plan in terms of  
transparency?
  - 86 • Is the change in the best interest of the community?
  - Whom does it benefit?
  - 88 • Are those affected by the change given a chance to share their concerns?

90 This amendment concerns the 2003 Community Plan in the West fields, developed by a  
consultant, who established a balance between Residential and Commercial which rezoned some  
92 land to commercial on 400 South. Some of the rezoning’s included Mixed Use, which can include  
Commercial with Residential on the back portion.

94 The 2009 General Plan recommended between 672 and 960 acres or 7% to 10% of  
commercial land or about half of what the plan recommends. The Plan recommends locating  
96 Commercial Use Zones so residents will not travel too far to shop. 400 South is convenient for  
residents. R-2 currently West field overlay allows for higher densities.

98 Because this property is close to the overpass, providing access to businesses is a concern  
for traffic cresting over the hill. Adding access points on 400 South will slow traffic. UDOT  
100 originally required access limited to every ¼ of a mile. The City convinced UDOT to change the  
distance between access to 1/8<sup>th</sup> of a mile only if “right in—right out” access points were  
102 included. Planted median designed to control access as well, which improves traffic flow.

Applicant provided options for added access to 750 West and the frontage road.  
104 Calculating the number of trips determines traffic flow with access changes. Longer acceleration  
and deceleration lanes improve safety. The General Plan indicates 1200 W 400 S is the focal  
106 point for commercial development. Densities increase from that focal point. A list of the variety  
of permitted uses in the neighborhood residential, commercial district is included in the  
108 presentation.

Planning meeting in September reviewed, and adjacent property owners were notified by  
110 letters. 16 people commented, most of which were against the amendment. The Planning  
Commission voted 6-0 to deny the amendment to the General Plan

112 **Mayor Clyde** opened the public hearing for comment.

114 **Calvin Bird 458 W 350 S**

116 Mr. Bird and his wife, Linda Ruell Bird owns the property where the proposed zoning  
change is being discussed. Due to back surgery, revisions to the proposal were delayed. Mr.  
118 Bird’s presentation, as the developer, included reasons to disagree with the staff/planning  
commission’s rejection of the zoning change. Mr. Bird requested a return to the pre-2003 zoning  
120 for the property, which was commercial instead of light residential. Mr. Bird predicted the  
Commercial zoning change would increase tax revenue, limit traffic, reduce our taxes and  
122 enhance the entrance to the city. Assisted living businesses would benefit the surrounding  
residents. Increased access is key to the commercial success of the property. Mr. Bird would  
124 like to work with the city and the State of Utah (UDOT) to increase access to the property. His  
presentation is included.

126 **David Wright 665 W 400 S**

128 Mr. Wright vehemently illustrated that every city north of Spanish Fork has a commercial  
main thoroughfare. The current R2 zone could attract townhomes and apartments with a savvy  
130 developer maximizing his profit. Access to Crystal Springs is limited due to the median, and the  
lack of a traffic light at 750 W. Possible apartments will increase traffic to, in his opinion 1000  
132 trips per day. Springville should re-evaluate to be progressive like Lehi and Spanish Fork to  
capitalize on 400 South as a major commercial thoroughfare.

134 **John Bird (Springville, UT family of developer)**

136 Mr. Bird expressed his father and development company had gone to great lengths to  
make everybody happy. Concrete barriers down the middle of 400 South have caused lost profit  
138 by losing access. Mr. Bird takes a ton of pride in Springville City and suggests flexibility. The  
City should be a bedroom community that is not too commercialized. The City is getting passed  
140 up and should help developers instead of impeding them.

142 **Greg Burnham 600 S**

144 Mr. Burnham clarified Mr. Wright's comment, defining R-2 Zoning as allowing single  
146 homes and townhomes, not 3-story apartment buildings. His concern is changing the zone to  
148 commercial without a "set in stone" business opens the area to non-beneficial businesses. Most  
150 homeowners in that neighborhood are young families, not retired assisted living clients. Keep  
the small town feel. Do not change the zone to commercial. Mr. Burnham does not want to live  
next to an Adobe building and chose Springville for the small town feel. He is against changing  
the zone to commercial.

150

**James Strap 594 W 600 S**

152 Mr. Strap said the neighborhood is concerned about access points and traffic. Families  
are beautifying their properties; commercial development not necessary for beautification.  
154 Access into Crystal Springs. Proposal seems forced without being thought through; benefiting  
Mr. Bird without consideration of neighborhood. Mr. Bird is developing commercial property  
156 across the street, some of which sits empty. Mr. Stram stated his family is here because  
Springville is a small community, focused on family. An intimate neighborhood is important to  
158 us. This proposal is not our vision of Springville. It will harm property value. The developer is  
willing to take any option to get investment out of the property. Money is important to the  
160 developer, not community.

162 **David Hilton 638 W 600 S**

164 Mr. Hilton stated his backyard is next to the development. Was there a mistake in the  
original land use plan? Mr. Hilton feels it is not natural to force this through the council approval  
166 process. There are obvious financial benefits to individuals. However, the proposal does not  
meet criteria to change.

168 **Jana Thomas 697 W 550 S**

170 The R-2 Zone was defined at the Planning Commission meeting, as allowing twin homes,  
but the Springville City Map shows apartments allowed in R-2.

172 Director Aegerter stated the R2 as part of the density bonus in the West Fields Overlay  
would allow row houses and 12-plexes. This development maximum would be 70-100 units, in  
174 12 acres. Jana Thomas is against high-density housing that adds too much traffic. We want a  
family neighborhood, not commercial. Ruell LLC was zones R2 when they purchased it.  
176 Existing homeowners bought when it was R2 and believe changing the zone would increase  
traffic, which is not beneficial to our families in that area.

178

**Karen Ifediba 450 S 100 E**

180 Time spent by staff, council, and commissions is appreciated. Professionals determined  
the City's commercial property needs. Springville City has more commercial property than it can  
182 use. The viaduct and railroads limit use of that specific property. Springville City should not pay  
people to bring commercial into the city. The professionals chose the zones. There is no reason  
184 to change. Changing the zone to commercial would not change businesses choosing Spanish  
Fork over Springville.

186

**Tina Cole 607 S 575 W**

188 Tina Cole stated she is not as opposed to the possible businesses, but there is no  
190 guarantee the fitness center will be there. There is no benefit to the families of this neighborhood  
192 for assisted living industries. We do not want firework stands and gas stations 24-hour  
194 convenience stores in our backyard. Business lost by Springville would not fit on that land. The  
196 change would benefit a select few. If the Wrights house is torn down, it will lower our property  
198 value. It is offensive stating high-end homes will not build near railroads. Property values are  
going up now. A zone change will lower property value. Mr. Wright mentioned a park. A park is  
preferred to commercial development. The closest park is 950 W and Kelvin Road. Kids would  
benefit. Skateboarding kids are endangered. Kids with disabilities would benefit from the park.  
There is no guarantee what business the developer will build. The zone was residential when the  
development was built, and most neighbors hope it remains that way.

200 COUNCILMEMBER CREER MOVED TO CLOSE THE PUBLIC HEARING.  
202 COUNCILMEMBER CONOVER SECONDED THE MOTION. ALL PRESENT VOTED IN  
204 FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY.

204 **Councilmember Conover** agrees With Mr. Bird's last proposal the street nearest the  
viaduct needs to be moved, and the median trees are obstructing safe views. He thinks the 2003  
206 zoning of that area might need to be changed to encourage economic development by working  
with Community Development to create buffering. No developer will commit without a zone  
208 change.

**Councilmember Child** agrees commercial development is needed. The development is a  
210 concern because it is close to the viaduct. State (UDOT) will be hesitant to change the entrances  
allowed into the development. The development would be more successful further west. The  
212 development is too close to residential.

**Councilmember Olsen** asked if the Planning Commission rejected the development  
214 based on the most recent plan from Mr. Bird. Director Aegerter answered the third plan with the  
cul-de sac did not go before the Planning Commission. Councilman Olsen also asked why the  
216 developers did not convince the Planning Commission.

**Director Aegerter** further explained the General Plan as it applies to the West Fields.

218 **Mayor Clyde** stated Mr. Bird, as the developer, has an opportunity to present some  
changes back to the Planning Commission should Council table it or send it back to the Planning  
220 Commission.

**Administrator Fitzgerald** stated a zone change could allow any developer to bring any  
222 business. Engineering issues with the function of the back streets exist.

**Councilmember Creer** stated neighbors are his concern; they are not happy. Karen  
224 Ifedaba says we have too much commercial. There are too many red flags. Fixing access would  
create a good commercial development. The intersection is not the main problem. When the  
226 roads went in the area access points were not thought out well. It looks like a mess to get in and  
out.

228 **Councilmember Olsen** stated Springville has plenty of commercial space. Time has  
been put in with Planning and Zoning. A unanimous vote from them shows they dealt with the

230 issues. UDOT is not happy with access at 550 West currently and proposed to take out.

232 Motion – **GENERAL PLAN LAND USE MAP AMENDMENT**  
233 COUNCILMEMBER CREER MOVE **TO DENY AN AMENDMENT TO THE**  
234 GENERAL PLAN LAND USE MAP FROM MEDIUM DENSITY RESIDENTIAL TO  
235 COMMERCIAL IN THE AREA OF 650 WEST 400 SOUTH AND FINDING THE  
236 RECOMMENDATION IS IN KEEPING WITH THE INTENT OF THE GENERAL PLAN.

237 COUNCIL MEMBER OLSEN SECONDED THE MOTION. THE VOTE IS  
238 RECORDED AS FOLLOWS: COUNCILMEMBER CHILD-AYE, COUNCILMEMBER  
239 CONOVER-NAY, COUNCILMEMBER OLSEN-AYE AND COUNCILMEMBER CREER-  
240 AYE. THE VOTE PASSED 3 AYES, 1 NAY.

242 **PUBLIC HEARING**

243 7. **Consideration of an amendment to Title 11, Chapter 6, Article 206 pertaining to the**  
244 **maintenance of required landscaping (CONTINUED FROM 10/07/2014) – Fred**  
245 **Aegerter, Community Development Director**

246 Director Aegerter stated a citizen suggested park strips decorated with rocks. It is not a  
247 reflection of the substrate, just how well the citizen maintains the park strip. Size of rocks  
248 must be appropriate to protect sewer system. Rock mix with boulders and rock patterns  
249 look nice. Other cities have different standards or none so far.

252 **Mayor Clyde** opened the public hearing.

254 **Karen Ifedaba 450 S 100 E**

255 Thanked the planning commission and staff. Alex explained why trees are not allowed in  
256 a three foot park strip. Pavers are allowed, and she appreciates that and is glad for the change.

257 **Tara Rees**

258 Did not know there was a code and what we have done is prettier than everybody else.  
259 2<sup>ND</sup> driest state yet use the most water, 60% water use on lawns. Population is growing; we need  
260 to lessen our water use. We need to think of our future generations. Rock landscape saves lots of  
261 water.

262 **Tina Cole, Crystal Springs**

263 Aware the city provided trees. Is the city planning to put trees in Crystal Springs?  
264 Assistant Administrator Penrod said it is in the plans to provide trees. When trees do not thrive,  
265 we replace them. Buildings and Grounds Director Alex Roylance schedules the trees. There is a  
266 list of trees that are acceptable. Certain species are allowed on those streets.

268 COUNCILMEMBER CREER MOVED TO CLOSE THE PUBLIC HEARING.  
269 COUNCILMEMBER CONOVER SECONDED THE MOTION. ALL PRESENT VOTED IN  
270 FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY.

272 COUNCILMEMBER CREER MOVE TO APPROVED ORDINANCE #22-2014,  
273 AMENDMENT SECTION 11-6-207 OF SPRINGVILLE CITY CODE, LESSENING  
274 LANDSCAPING REQUIREMENTS FOR PARK STRIPS.

276 COUNCIL MEMBER OLSEN SECONDED THE MOTION. THE VOTE IS  
RECORDED AS FOLLOWS: COUNCILMEMBER CHILD-AYE, COUNCILMEMBER  
278 OLSEN-AYE, COUNCILMEMBER CREER-AYE, AND COUNCILMEMBER CONOVER-  
AYE. THE MOTION PASSED UNANIMOUSLY.

280 **REGULAR AGENDA**

282 8. **Approval of a contract with VCBO Architecture to perform architectural and  
consultant services for Phase One of the proposed Aquatic Facility in the amount of  
\$31,500.00 – Charles Keeler, Recreation Director**

286 **Buildings and Grounds Director Alex Roylance** spoke on behalf of **Recreation  
Director Charles Keeler**, who was excused early.

288 **Director Roylance** stated in September, Springville City sent out an RFP (request for  
proposal) and received eight responses; five companies were interviewed. Assisting in the bond  
290 campaign is a key requirement. VCBO proposal included bond assistance costing \$31,500. The  
current budget for bond assistance is \$20,000.

292 **Councilman Creer** agrees that VCBO is the best option.

294 **Mayor Clyde** asked why VCBO did not help us pass the bond last time. The renderings  
were too abstract.

296 **Councilman Conover** asked why we would hire VCBO when they failed last time.

298 **Mayor Clyde** defended VCBO as the choice with the best experience and the best past  
jobs. They have designed a recreation center in Provo, Payson and Lindon, all successful.

300 **Administrator Fitzgerald** clarified that VCBO was hired as design only, not bond  
assistance last time. VCBO will help with the bond election, but Springville City must remain  
neutral. Selecting strong members for the Aquatic Center Board is important. Sentiment against  
302 a Recreation Center/Aquatic Center still exists. There are funds carried forward from last year  
budgeted for it.

304  
306 COUNCILMEMBER CONOVER MOVED TO CONTRACT WITH VCBO  
ARCHITECTURE TO PERFORM ARCHITECTURAL AND CONSULTANT SERVICES  
FOR PHASE ONE OF THE PROPOSED AQUATIC FACILITY IN THE AMOUNT OF  
308 \$31,500 AND AUTHORIZE THE MAYOR TO SIGN AFTER THE CITY ATTORNEY HAS  
REVIEWED AND APPROVED THE CONTRACT. COUNCILMEMBER CREER  
310 SECONDED THE MOTION. ALL VOTED IN FAVOR OF THE MOTION. THE MOTION  
PASSED UNANIMOUSLY.

312  
314 9. **Assistant Administrator Penrod** stated a 9.2 acre property purchase is delayed waiting  
for U.S. Army Corps of Engineers for a wetlands map within three months. When the  
316 wetlands are determined the purchase will shrink to about 5 acres. It should be on the  
agenda in early 2015.

318 **MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS**

320 **Administrator Fitzgerald** asked if Engineering can address 550 South with UDOT to  
improve existing access.

322 A second issue concerns Springville/Spanish Fork Airport reducing risk to the cities.  
323 Spanish Fork asked if we can talk to the airport manager, Cris Child to reduce risk at the airport.

324 **Councilman Olsen** applauded Administrator Fitzgerald, Assistant Administrator Penrod,  
325 Assistant Administrator Riddle and Chief Finlayson and the Airport Board for identifying areas  
326 that need attention.

328 **Mayor Clyde** asked about a railroad crossing at 950 West. **Assistant Administrator**  
329 **Penrod** answered an engineer is contracted to design that railroad crossing.

330 **Administrator Fitzgerald** stated Utah Department of Transportation, Utah  
331 Transportation Authority, and Union Pacific met with Public Works on site. The design will  
332 quantify the cost. Construction funds are not in this year's budget. Streets Department  
333 Superintendent Jason Riding is working with Public Works Director Brad Stapley. It will be a  
334 major discussion at Budget Retreat and is a top priority to the Mayor.

336 **Mayor Clyde said**, "I've heard nothing but good about the 400 South Canyon Rd/1300  
337 E Roundabout."

338 **Councilman Child** stated the City needs to slow the traffic in the roundabout.

340 **Mayor Clyde** asked about the 900 South sewer bursting pipe sizes under the creek. At  
341 the west end of the project, steep grade changed the budget. The engineering firm is at fault with  
342 budget underestimate. Public Works will give a review of that project. This discussion will  
343 continue on November 18<sup>th</sup>.

346

348 **CLOSED SESSION**

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

352 There was none.

354

355 **ADJOURNMENT**

356

357 COUNCIL MEMBER CHILD MOVED TO ADJOURN THE REGULAR CITY  
358 COUNCIL MEETING AT 9:38 P.M. COUNCIL MEMBER OLSEN SECONDED THE  
MOTION AND ALL PRESENT VOTED AYE.



## STAFF REPORT

**DATE:** January 20, 2015  
**TO:** Honorable Mayor and City Council  
**FROM:** Bruce Riddle, Finance Director  
**SUBJECT:** **Declaration of Surplus Property**

---

### **RECOMMENDED MOTION:**

Approve a motion declaring the equipment listed in the attached Exhibit A to be surplus property and authorizing its disposal according to the Surplus Property Policy.

### **SUMMARY OF ISSUES/FOCUS OF ACTION:**

From time to time as vehicles, equipment and other personal property of the city reach the end of their useful lives, the property is removed from service and disposed of according to the Surplus Property Policy, which requires Council approval for items with an estimated salvage value of over \$5,000.

### **BACKGROUND:**

The items in the attached Exhibit A were purchased some years ago and are in inventory in the Electric Fund. This specific wire is no longer used in the system.

### **DISCUSSION**

The City has been approached by a neighboring city that still uses this type of wire with a purchase proposal. The wire was originally purchased at \$0.45/ft. The sale agreement would be to sell the wire at \$0.75/ft, which is slightly below current market rates for new wire, but well above Springville's original purchase cost.

### **ALTERNATIVES**

Continue to market the equipment for a better price.

### **FISCAL IMPACT**

Proceeds from the sale of the surplus materials will be credited to the Department's revenue.

**Exhibit A**

**Springville City  
 Surplus Property Form**

This form is to be used to notify the City Administrator whenever there is a permanent change in the location of City-owned personal property or whenever an item is lost, stolen, or proposed to be placed on the surplus property list for disposal.

Date	Department	Contact	Phone
12/10/14	Elec Distribution	Brandon Graham	(801) 420-3494

**Items to be Transferred to Surplus Property List**

Qty.	Description	Condition	Tag #	Location	Estimated Value	Proposed Method of Disposal (e.g. auction, scrap, etc.)
3	336 ACSR (merlin) - 5445' Reel \$15.00 off	Good	N/A	Dist Yard	\$12,813.75	Market Sale
2						
3						
4						
5						
6						
7						
8						

**Authorizations**

Department Director Signature	City Administrator Signature
<i>Brandon Graham</i>	<i>Brandon Graham</i>
Printed Name	Printed Name
Date	Date
	1/21/15



## STAFF REPORT

**DATE:** January 13, 2014

**TO:** Honorable Mayor and City Council

**FROM:** J. Fred Aegerter, Community Development Director

**SUBJECT: CONSIDERATION OF THE RENAMING OF THE COLLECTOR STREET THAT RUNS FROM 1200 WEST AND 1325 SOUTH TO DEVON GLEN DRIVE (550 NORTH) AND ENDING AT HOBBLE CREEK.**

---

### RECOMMENDED MOTION

Move to approve the renaming of the street known as 550 West, Woodsprings Drive, 750 West, Mattea Lane, and 1325 South to Westfields Way.

### SUMMARY OF ISSUES/FOCUS OF ACTION

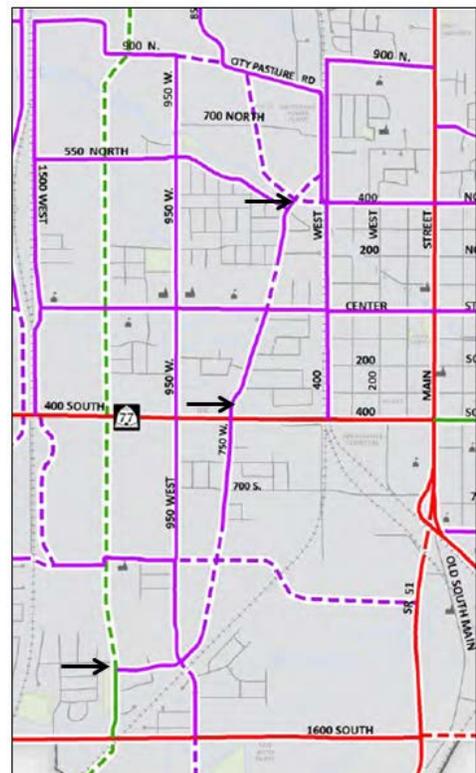
Should the collector street with multiple name/number designations (listed above) be changed to one common name Westfields Way?

### BACKGROUND

The partially developed collector street is listed on the “Streets Functional Classification Map” of the General Plan. The street follows the high pressure gas line installed by Questar Gas Company and runs on an angle rather than following the north-south/east-west grid.

The first segment of the street was developed in 1996 and recorded as “Wood Springs Drive,” in conjunction with the Pheasant Meadows Subdivision just south of Center Street. Plat B of the same subdivision then recorded the street as “550 West”.

The next sections to be developed were to the north as part of the Devon Glen, Grasslands and Harvest Meadows subdivisions and kept the “550 West” designation. When the Jessie’s Brook Subdivision was developed to the south, the Developer asked to name the road “Mattea Lane” after a family member.



Dashed lines represent segments of the road not developed.

## **DISCUSSION**

The only place in City Code that discusses street naming is in Section 14-2-104(2)(t) which states:

Streets shall not be given names other than the appropriate number designation (e.g. 700 South) for the street, except in the case of streets that cannot be readily assigned numerical designations because of configuration which crosses (does not exclusively align with) east-west or north-south coordinates.

The road in question aligns with multiple numerical designations and is causing confusion for the general public and public safety responders.

Miner's Grove Subdivision (just north of Jessie's Brook) is ready to move forward with development north of the current terminus of Mattea Lane, which will continue to street to the north. Staff realized the multiple name/number designations were becoming a problem with lot addressing, street signs, etc. and discussed the proposed name change at the October 2, 2014 DRC meeting. Members from public safety, planning, engineering, power and public works were in attendance. The unanimous consensus was that the street should be one common name.

There was discussion on where to start the roadway, starting on the south side at either 950 West or 1325 South. Chief Finlayson suggested starting at 1325 South and 1200 West making the name consistent through the entire length. Planning staff felt where 1325 South runs east to west, 950 West, which is a collector street and the starting point of where the road begins to bend, could be an alternate solution.

### **Notification to Property Owners**

As a courtesy to the residents affected, notification of the proposed name change and meeting date was mailed to all current residents and property owners of record having frontage along the street on January 2, 2015.

If the "Westfields Way" street name is approved, the City will change its records and install new street signs to conform to the alteration. The individual property owners will be responsible for notifying other public and private entities of the approved change.

### **Financial Impacts**

New street signs (24) to replace existing signs will need to be ordered and installed by the City. Signs cost \$200 each for a total of \$4800.

**ALTERNATIVES**

1. Approve the street name change to one common name, Westfields Way;
2. Amend the recommended proposal to approve a portion of the roadway to one common name, e.g. starting at 950 West vs. 1325 South; or
3. Leave the existing name/number designations the same.

Laura Thompson  
City Planner

Attachments





## STAFF REPORT

**DATE:** January 14, 2015

**TO:** The Honorable Mayor and City Council

**FROM:** John Penrod, City Attorney

**SUBJECT: CONSIDERATION OF APPROVING A REAL ESTATE PURCHASE AGREEMENT TO PURCHASE THE PROPERTY LOCATED AT 17 BROOKSIDE DRIVE.**

### RECOMMENDED ACTION

Motion to Approve the execution of a Real Estate Purchase Contract for the City to purchase the property at 17 Brookside Drive for the amount of \$195,000.

### GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

General Plan Goal - To provide functionally effective community facilities and services to support a safe, healthy, and vibrant community life.

### BACKGROUND

For several years, Springville's Public Works staff has wanted to improve the 800 East 400 South intersection by aligning 800 East on both sides of 400 South. The current offset of 800 East on both sides of 400 South has created safety concerns for the large 400 South traffic counts and the Brookside elementary school children who regularly use the intersection. Recently, Springville has received a grant through the County's Mountainland Metropolitan Planning Organization Regional Planning Committee to improve the intersection. In order to improve the intersection, Springville needs to purchase the home located at 17 Brookside Drive.

The proposed agreement attached to this staff report is for the purchase of the 17 Brookside Drive property. A summary of the provisions in the agreement is as follows:

Purchase Price: The City will pay \$180,000 for the home, which is the home's appraised value.

Moving Expenses: In addition to the Purchase Price the City will pay \$15,000 to the owner for moving expenses. The moving expenses are based upon a quote provided to the City from a moving company.

Possession: After the property closes, the proposed agreement gives the current owner the right to rent the property until June 1, 2015. The current owner would be required to keep the property in good repair, pay all utility fees, and pay for insurance. The City would have the right to do asbestos testing during the rental period so that the City could commence its project on or about June 1, 2015.

### CITY COUNCIL AGENDA

Title Insurance: The City would pay for the title insurance.

Closing Costs: The City will pay the closing costs.

Given the circumstances, Ms. Garcia, the owner of 17 Brookside Drive, has worked very well with the City throughout the negotiating process.

### **FISCAL IMPACT**

There will be no fiscal impact to the City. The City will pay \$195,000 for the property out of the grant money from the County.

Attachments: Proposed Real Estate Purchase Contract

# REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

## OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this \_\_\_\_ day of January, 2015 ("Offer Reference Date") Springville City, a Utah Municipal Corporation, ("Buyer") offers to purchase from Patricia Jean Garcia ("Seller") the Property described below.

### OTHER PROVISIONS

**1. PROPERTY:** The Property that is the subject of this Agreement is approximately 0.218 acres of land with an address of 17 Brookside Dr., Springville, Utah 84663 (the "Property"). The legal description of the Property, according to the county tax records, is:

Lot 1, Blk 1, Brookside Park Sub Area 0.218 AC.

The specific legal description of the property and improvements will be presented to and agreed upon by both parties prior to closing. Any reference below to the term "Property" shall include the Property described above. Seller, at Seller's discretion, may leave any fixtures or items of personal property presently owned by Seller on the Property for Seller's convenience.

**2. PURCHASE PRICE.** The Purchase Price for the Property shall be One Hundred Eighty Thousand dollars (\$180,000). In addition to the Purchase Price, Buyer shall pay Seller (\$15,000) in moving expenses ("Moving Expenses"). The Purchase Price and Moving Expenses shall be paid by Buyer to Seller as described in Section 3.

### 3. SETTLEMENT AND CLOSING.

**3.1 Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 24(c) or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

**3.2 Prorations.** All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(c), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

**3.3 Special Assessments.** Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by:  Seller  Buyer  Split Equally Between Buyer and Seller  Other (explain) \_\_\_\_\_. The provisions of this Section 3.3 shall survive Closing.

**3.4 Fees/Costs/Payment Obligations.** Unless otherwise agreed to in writing, Buyer shall pay all of the fees charged by the escrow/closing office for its services in the settlement/closing process. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.4 shall survive Closing.

**3.5 Closing.** For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan, grant or cash have been delivered to Seller or to the escrow/closing office;

and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.5 (b) and (c) shall be completed within four calendar days after Settlement.

**4. POSSESSION.** Seller may enter into a lease agreement with Buyer to continue to possess the Property from the date of Closing to June 1, 2015 or any time prior to June 1, 2015 that is mutually agreed upon by the parties. From the time of Closing to the time Buyer takes possession of the Property on or before June 1, 2015, Seller may rent the Property for free. If Seller elects to rent the property after Closing, Seller shall allow Buyer to enter onto the Property anytime between May 1, 2015 and June 1, 2015, with at least 72 hours notice to perform all necessary asbestos testing to demolish the structures on the Property. Furthermore, if Seller elects to lease the Property after Closing, the rental of the Property shall be by separate written agreement that will require Seller at a minimum to be responsible to keep the Property in good condition, including the yard; pay all utility fees; and obtain any insurance coverage each party deems necessary for the Property including any personal property and belongings. The provisions of this Section shall survive Closing.

**5. CONFIRMATION OF AGENCY DISCLOSURE.** Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC: Jared Clayton, BlueMountain Realty, Agent for the Seller, Patricia Jean Garcia.

**6. TITLE & TITLE INSURANCE.**

**6.1 Title to Property.** Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases, rental and property management agreements affecting the Property not expiring prior to Closing, which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

**6.2 Title Insurance.** At Settlement, Seller agrees to cause to be issued in favor of Buyer, paid for by the Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "*Homeowner's Policy*"). If the *Homeowner's Policy* is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Buyer agrees to pay for the *Homeowner's Policy* if available through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Buyer agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance* ("*Standard Coverage Owner's Policy*") available through the Issuing Agent.

**7. SELLER DISCLOSURES.** Not applicable. Buyer is purchasing this property "AS IS" with all defects and current conditions. .

**8. BUYER'S CONDITIONS OF PURCHASE.**

**8.1 DUE DILIGENCE CONDITION.** Buyer's obligation to purchase the Property:  IS  IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition."

**9. ADDENDA.** There  ARE  ARE NOT addenda to the REPC containing additional terms. See attached Lead-Based Paint Disclosure and Acknowledgement.

**10. AS-IS CONDITION OF PROPERTY.**

**10.1 Condition of Property/Buyer Acknowledgements.** Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer hereby waives the right to completely inspect and evaluate the condition of the Property.

The provision of Sections 10.1 shall survive Closing.

**11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION.** Buyer is purchasing the property with the intention of demolishing the structure to realign the road adjacent to said property; as a result, no walk-through inspection is required.

**12. CHANGES DURING TRANSACTION.** Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

**13. AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

**14. COMPLETE CONTRACT.** The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

**15. MEDIATION.** Any dispute relating to the REPC arising prior to or after Closing: **[X] SHALL [ ] MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

**16. DEFAULT.**

**16.1 Buyer Default.** If Buyer defaults, Seller may elect to cancel the REPC and pursue any other remedies available at law.

**16.2 Seller Default.** If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC; (b) sue Seller to specifically enforce the REPC; or (c) pursue any other remedies available at law.

**17. ATTORNEY FEES AND COSTS/GOVERNING LAW.** In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

**18. NOTICES.** Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

**19. NO ASSIGNMENT.** The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

**20. INSURANCE & RISK OF LOSS.**

**20.1 Insurance Coverage.** As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property.

**20.2 Risk of Loss.** If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller.

**21. TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

**22. ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

**23. ACCEPTANCE.** "Acceptance" occurs **only** when both parties have signed this Agreement.

**24. CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to the REPC:

- (a) Seller Disclosure Deadline \_\_\_\_\_
- (b) Due Diligence Deadline \_\_\_\_\_
- (c) Settlement Deadline \_\_\_\_\_

In witness whereof, each party to this agreement has caused it to be executed at Springville, Utah on the date indicated below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

Seller

Buyer

\_\_\_\_\_  
Patricia Jean Garcia

\_\_\_\_\_  
Wilford W. Clyde, Springville City Mayor

ATTEST:

\_\_\_\_\_  
City Recorder, Kim Rayburn



## STAFF REPORT

**DATE:** January 14, 2015

**TO:** The Honorable Mayor and City Council

**FROM:** John Penrod, City Attorney

**SUBJECT: CONSIDERATION OF APPROVING AN INTERLOCAL AGREEMENT WITH UTAH COUNTY WHEREIN THE CITY WILL RECEIVE a GRANT TO CONSTRUCT A PEDESTRIAN BRIDGE NEAR THE CITY'S COMMUNITY PARK.**

### RECOMMENDED ACTION

Motion to Approve an Interlocal Agreement with Utah County wherein the County will provide the City with \$157,000 grant to install a pedestrian bridge across Hobble Creek on the south side of the City's Community Park.

### GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

General Plan Goal - To provide functionally effective community facilities and services to support a safe, healthy, and vibrant community life.

### BACKGROUND

Springville City recently applied for, and received, a grant from the Mountainland Metropolitan Planning Organization Regional Planning Committee in the amount of \$157,000 to install a pedestrian bridge on the south side of the City's Community Park, across Hobble Creek and adjacent to 950 West. Currently, the sidewalk along 950 West on the south side of Hobble Creek ends at Hobble Creek. For pedestrians to get to the City's Community Park from the South, they must leave the sidewalk at the location of Hobble Creek and walk in the narrow road. Several residents have expressed their concerns about the safety of having to walk in the road. The grant money will allow the City to build a pedestrian bridge that will remedy this problem.

A summary of the Interlocal Agreement provisions is as follows:

**Administration of the Agreement:** The Agreement shall be administrated by the Utah County Public Works Director.

**Duration:** The Agreement runs for two years.

**Design and Construction:** The City will be responsible to obtain any necessary right-of-way and to design, bid, and manage the construction of the project. The City will be required to provide the County with a copy of the design work for the County's review and approval.

### CITY COUNCIL AGENDA

**Ownership and Maintenance of Sidewalk:** The City shall own and be responsible for maintenance, repair, and replacement of the bridge.

**Reimbursement to City for ROW, Design, and Construction Costs:** The City will be reimbursed by the County up to \$157,000 of the construction of the bridge. The City must provide itemized invoices detailing actual costs in order to receive any reimbursement. The use of City equipment and/or City employee time for the bridge installation shall not be reimbursable.

**Inspection:** The County reserves the right to enter upon the bridge and inspect it to verify compliance with the Agreement.

**Indemnification:** The City is required to indemnify the County for any damages caused by the project.

## **FISCAL IMPACT**

The City will receive \$157,000 to install a pedestrian bridge.

Attachments: Proposed Interlocal Agreement

**INTERLOCAL COOPERATION AGREEMENT**

**between**

**UTAH COUNTY AND SPRINGVILLE CITY**

**For**

**A Pedestrian Sidewalk Bridge Project Known as “Community Park Bridge” in Springville City, Utah**

**THIS AGREEMENT**, made and entered into this \_\_\_ day of \_\_\_\_\_ 2015, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, with principle offices located at 100 East Center Street, Suite 2300, Provo, Utah 84606 (ACounty@) and SPRINGVILLE CITY, a political subdivision of the State of Utah, with principle offices located at 110 South Main Street, Springville City, Utah, 84663 (ACity@).

**RECITALS:**

**WHEREAS**, the Utah Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

**WHEREAS**, the City and the County desire to facilitate the construction of a pedestrian sidewalk bridge project known as “Community Park Bridge” in Springville, Utah (referred to as ASidewalk@).

**WHEREAS**, pursuant to Utah Code Ann. ' 59-12-1903, as amended in § 59-12-2218, the County has adopted Ordinance 2008-26, as amended, to enact a sales and use tax of 0.25% upon the transactions described in Utah Code Ann. ' 59-12-103(1) subject to the exemptions provided under Utah Code Ann. ' 59-12-104; and

**WHEREAS**, the County bonded against the revenues of said tax so as to make those revenues immediately available for certain projects throughout Utah County, Utah; and

**WHEREAS**, the Mountainland Metropolitan Planning Organization Regional Planning Committee determined that the Sidewalk should receive a portion of the revenues of said tax not to exceed one hundred fifty seven thousand dollars (\$157,000) for the pedestrian bridge project; and

**WHEREAS**, the City and the County held duly noticed public meetings wherein this Agreement was considered and an Authorizing Resolution was presented for approval by the respective legislative bodies.

**NOW THEREFORE**, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the City and County hereby agree as follows:

**Section 1. PURPOSES.**

This Agreement has been established and entered into between the County and the City for the purpose of outlining the respective rights and responsibilities of the City and the County in the construction of the Sidewalk.

**Section 2. ADMINISTRATION OF AGREEMENT.**

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Utah County Public Works Director, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

**Section 3. EFFECTIVE DATE; DURATION.**

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the County and the City. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in no event longer than 2 years from the execution date.

**Section 4. NO SEPARATE LEGAL ENTITY.**

The County and the City do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

**Section 5. TERMS.**

**1. Design and Construction:** The City will obtain the necessary right-of-way (AROW@), design, bid out and management of the construction of the Sidewalk so as to meet or exceed City standards. Prior to construction of the Sidewalk or the relevant phase of construction, City will provide a copy of the design work to County for its review and comment. County shall comment, if deemed appropriate, within 30 days of receiving the design work from City.

**2. Ownership and Maintenance of Sidewalk:** The City shall own and be responsible for

maintenance, repair and replacement of the Sidewalk.

**3. Reimbursement to City for ROW, Design, and Construction Costs:** Both City and County acknowledge that this Sidewalk has been determined by the Mountainland Metropolitan Planning Organization Regional Planning Committee to receive a portion of the revenues of said tax not to exceed \$157,000 for direct costs of the Sidewalk. City, if desiring reimbursement for the direct costs of the Sidewalk, must provide County itemized invoices detailing actual costs for the ROW acquisition, design and construction of the Sidewalk, not to exceed \$157,000.

County agrees to reimburse City within 30 days of receiving acceptable itemized invoices establishing the validity of the direct costs of the Sidewalk. The maximum amount of reimbursement from County to City shall not exceed \$157,000 for direct costs of the Sidewalk. Any costs which exceed \$157,000 for direct costs of the Sidewalk shall be the City=s sole responsibility. If the costs of the Sidewalk are less than \$157,000 for direct costs of the bridge project, then County shall retain those non-utilized funds. The use of City equipment and/or City employee time for the Sidewalk shall not be reimbursable.

**4. Inspection of Sidewalk:** County and its designees, upon reasonable notice, reserve the right to enter upon the Sidewalk to inspect the same to verify compliance with this Agreement.

**5. Other Expenses:** Except as otherwise expressly stated herein, all expenses for the construction of the Sidewalk shall be the sole responsibility of the City.

**6. No Third-Party Rights:** The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and the County. This Agreement is not intended to nor shall it be construed to benefit any third party.

**7. Recitals:** The Recitals portion of this Agreement constitutes a part of this Agreement.

#### **Section 6. FILING OF INTERLOCAL COOPERATION AGREEMENT.**

Executed copies of this Agreement shall be placed on file with the official keeper of records of the County and the City, and shall remain on file for public inspection during the term of this Agreement.

#### **Section 7. AMENDMENTS.**

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, and (c) filed in the official records of each party.

#### **Section 8. SEVERABILITY.**

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this Agreement unenforceable.

**Section 9. GOVERNING LAW.**

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

**Section 10. INDEMNIFICATION.**

The City shall indemnify and hold County harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the Sidewalk or any part thereof. The City shall further indemnify and hold County harmless from and against any and all claims arising from any breach or default in the performance of any obligation on City=s part to be performed under the terms of this Agreement, or arising from any act or negligence of City, or any of City=s agents, employees, contractors, subcontractors, or invitees and from and against all costs, reasonable attorney=s fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Both the City and the County agree that the terms of this Agreement are subject to, and not a waiver of, the protections, immunities and liability limits of the Governmental Immunity Act, U.C.A. 63G-1-101, et. seq. City=s obligations under this provision shall survive the expiration or other termination of this Agreement.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. 2015-\_\_\_\_, authorized and passed on the \_\_\_\_\_ day of

\_\_\_\_\_ 2015.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

\_\_\_\_\_  
LARRY A. ELLERTSON, Chair

ATTEST:  
BRYAN E. THOMPSON

Utah County Clerk/Auditor

By: \_\_\_\_\_  
Deputy Utah County Clerk/Auditor

REVIEWED AS TO FORM AND COMPATIBILITY  
WITH APPLICABLE LAW:  
JEFFERY R. BUHMAN  
Utah County Attorney

By: \_\_\_\_\_  
Deputy Utah County Attorney

SPRINGVILLE CITY

Authorized by Resolution No. \_\_\_\_, authorized and passed on the \_\_\_\_ day of

\_\_\_\_\_ 2015.

SPRINGVILLE CITY

\_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:  
\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_

REVIEWED AS TO FORM AND  
COMPATIBILITY WITH APPLICABLE  
LAW:

By: \_\_\_\_\_  
Attorney for City



## STAFF REPORT

**DATE:** January 14, 2015

**TO:** The Honorable Mayor and City Council

**FROM:** John Penrod, City Attorney

**SUBJECT: CONSIDERATION OF APPROVING AN INTERLOCAL AGREEMENT WITH UTAH COUNTY WHEREIN THE CITY WILL RECEIVE A GRANT TO MAKE IMPROVEMENTS TO THE 800 EAST 400 SOUTH INTERSECTION.**

### RECOMMENDED ACTION

Motion to Approve an Interlocal Agreement with Utah County wherein the County will provide the City with a grant of \$590,000 to make improvements to the 800 East 400 South intersection.

### GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

General Plan Goal - To provide functionally effective community facilities and services to support a safe, healthy, and vibrant community life.

### BACKGROUND

Springville City recently applied for, and received, a grant from the Mountainland Metropolitan Planning Organization Regional Planning Committee in the amount of \$590,000 to make improvements to the 800 East 400 South intersection. For several years, Springville's Public Works staff has wanted to improve the 800 East 400 South intersection by aligning 800 East on both sides of 400 South. The current offset of 800 East on both sides of 400 South has created safety concerns for the large 400 South traffic counts and the Brookside elementary school children who regularly use the intersection. The grant money will allow the City to make the needed improvements to the 800 East 400 South intersection.

A summary of the Interlocal Agreement provisions is as follows:

**Administration of the Agreement:** The Agreement shall be administered by the Utah County Public Works Director.

**Duration:** The Agreement shall run for two years.

**Design and Construction:** The City will be responsible to obtain any necessary right-of-way and to design, bid, and manage the construction of the project. The City will be required to provide the County with a copy of the design work for the County's review and approval.

### CITY COUNCIL AGENDA

**Ownership and Maintenance of Sidewalk:** The City shall own and be responsible for maintenance, repair, and replacement of the intersection improvements.

**Reimbursement to City for ROW, Design, and Construction Costs:** The City will be reimbursed by the County up to \$590,000 for the intersection improvements. The City must provide itemized invoices detailing actual costs in order to receive any reimbursement. The use of City equipment and/or City employee time for the intersection improvements will not be reimbursable.

**Inspection:** The County reserves the right to inspect the intersection in order to verify compliance with the Agreement.

**Indemnification:** The City is required to indemnify the County for any damages caused by the project.

## **FISCAL IMPACT**

The City will receive \$590,000 to improve the 800 East 400 South intersection.

Attachments: Proposed Interlocal Agreement

**INTERLOCAL COOPERATION AGREEMENT**

**between**

**UTAH COUNTY AND SPRINGVILLE CITY**

**For**

**An Intersection Project Known as 400 South 800 East Intersection  
in Springville City, Utah**

**THIS AGREEMENT**, made and entered into this \_\_\_ day of \_\_\_\_\_ 2015, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, with principle offices located at 100 East Center Street, Suite 2300, Provo, Utah 84606 (County) and SPRINGVILLE CITY, a political subdivision of the State of Utah, with principle offices located at 110 South Main Street, Springville City, Utah, 84663 (City).

**RECITALS:**

**WHEREAS**, the Utah Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

**WHEREAS**, the City and the County desire to facilitate the construction of an Intersection known as the “400 South 800 East Intersection” in Springville, Utah (referred to as AHighway@).

**WHEREAS**, pursuant to Utah Code Ann. §59-12-1903, as amended in §59-12-2218, the County has adopted Ordinance 2008-26 to enact a sales and use tax of 0.25% upon the transactions described in Utah Code Ann. §59-12-103(1) subject to the exemptions provided under Utah Code Ann. §59-12-104; and

**WHEREAS**, the County bonded against the revenues of said tax so as to make those revenues immediately available for highway projects throughout Utah County, Utah; and

**WHEREAS**, the Mountainland Metropolitan Planning Organization Regional Planning Committee determined that the Highway should receive a portion of the revenues of said tax not to exceed five hundred ninety thousand dollars (\$590,000) for direct costs of the project; and

**WHEREAS**, the City and the County held duly noticed public meetings wherein this Agreement was considered and an Authorizing Resolution was presented for approval by the respective legislative bodies.

**NOW THEREFORE**, in consideration of the covenants and agreements contained herein

and other valuable consideration, the sufficiency of which is hereby acknowledged, the City and County hereby agree as follows:

**Section 1. PURPOSES.**

This Agreement has been established and entered into between the County and the City for the purpose of outlining the respective rights and responsibilities of the City and the County in the construction of the Highway.

**Section 2. ADMINISTRATION OF AGREEMENT.**

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Utah County Public Works Director, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by the parties' hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

**Section 3. EFFECTIVE DATE; DURATION.**

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the County and the City. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in no event longer than 2 years from the execution date.

**Section 4. NO SEPARATE LEGAL ENTITY.**

The County and the City do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

**Section 5. TERMS.**

**1. Design and Construction:** The City will obtain the necessary right-of-way (ROW), design, bid out and management of the construction of the Highway so as to meet or exceed City highway standards. Prior to construction of the Highway or the relevant phase of construction, City will provide a copy of the design work to County for its review and comment. County shall comment, if deemed appropriate, within 30 days of receiving the design work from City.

**2. Ownership and Maintenance of Highway:** The City shall own and be responsible for maintenance, repair and replacement of the Highway.

**3. Reimbursement to City for ROW, Design, and Construction Costs:** Both City and County acknowledge that this Highway has been determined by the Mountainland Metropolitan Planning Organization Regional Planning Committee to receive a portion of the revenues of said tax not to exceed \$590,000 for direct costs of the Highway. City, if desiring reimbursement for the direct costs of the Highway, must provide County itemized invoices detailing actual costs for the ROW acquisition, design and construction of the Highway, not to exceed \$590,000.

County agrees to reimburse City within 30 days of receiving acceptable itemized invoices establishing the validity of the direct costs of the Highway. The maximum amount of reimbursement from County to City shall not exceed \$590,000 for direct costs of the Highway. Any costs which exceed \$590,000 for direct costs of the Highway shall be the City's sole responsibility. If the direct costs of the Highway are less than \$590,000, then County shall retain those non-utilized funds. The use of City equipment and/or City employee time for the Highway shall not be reimbursable. All reimbursement requests for the direct costs of the Highway from City must be received by County within two (2) years of the effective date of this agreement.

**4. Inspection of Highway:** County and its designees, upon reasonable notice, reserve the right to enter upon the Highway to inspect the same to verify compliance with this Agreement.

**5. Other Expenses:** Except as otherwise expressly stated herein, all expenses for the construction of the Highway shall be the sole responsibility of the City.

**6. No Third-Party Rights:** The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and the County. This Agreement is not intended to nor shall it be construed to benefit any third party.

**7. Recitals:** The Recitals portion of this Agreement constitutes a part of this Agreement.

#### **Section 6. FILING OF INTERLOCAL COOPERATION AGREEMENT.**

Executed copies of this Agreement shall be placed on file with the official keeper of records of the County and the City, and shall remain on file for public inspection during the term of this Agreement.

#### **Section 7. AMENDMENTS.**

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, and (c) filed in the official records of each party.

#### **Section 8. SEVERABILITY.**

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this Agreement unenforceable.

**Section 9. GOVERNING LAW.**

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

**Section 10. INDEMNIFICATION.**

The City shall indemnify and hold County harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the Highway or any part thereof. The City shall further indemnify and hold County harmless from and against any and all claims arising from any breach or default in the performance of any obligation on City's part to be performed under the terms of this Agreement, or arising from any act or negligence of City, or any of City's agents, employees, contractors, subcontractors, or invitees and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Both the City and the County agree that the terms of this Agreement are subject to, and not a waiver of, the protections, immunities and liability limits of the Governmental Immunity Act, U.C.A. 63G-1-101, et. seq. City's obligations under this provision shall survive the expiration or other termination of this Agreement.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. 2015-\_\_\_\_, authorized and passed on the \_\_\_\_\_ day of

\_\_\_\_\_ 2015.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

\_\_\_\_\_  
LARRY A. ELLERTSON, Chair

ATTEST:  
BRYAN E. THOMPSON

Utah County Clerk/Auditor

By: \_\_\_\_\_  
Deputy Utah County Clerk/Auditor

REVIEWED AS TO FORM AND COMPATIBILITY  
WITH APPLICABLE LAW:  
JEFFERY R. BUHMAN  
Utah County Attorney

By: \_\_\_\_\_  
Deputy Utah County Attorney

SPRINGVILLE CITY

Authorized by Resolution No. \_\_\_\_, authorized and passed on the \_\_\_\_ day of  
\_\_\_\_\_ 2015.

SPRINGVILLE CITY

\_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:  
\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_

REVIEWED AS TO FORM AND  
COMPATIBILITY WITH APPLICABLE  
LAW:

By: \_\_\_\_\_  
Attorney for City



## STAFF REPORT

**DATE:** January 14, 2015  
**TO:** Honorable Mayor and City Council  
**FROM:** John Penrod, City Attorney  
**SUBJECT: CONSIDERATION OF PROVIDING A SUBSTANCE PREVENTION PROGRAM WITHOUT COUNTY FUNDING.**

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### **RECOMMENDED MOTION**

Motion to APPROVE providing a substance prevention program without county funding.

### **GOALS, OBJECTIVES AND STRATEGIES AT ISSUE**

General Plan Goal - To provide . . . services to support a safe, healthy, and vibrant community life.

The City, with County and State funding, implemented the Communities that Care Program in 2009 in order to help reduce the City's drug use rates. Reports show that "youths from CTC communities [are] 25% to 33% less likely to have health and behavior problems than youths from [other] communities." <http://www.communitiesthatcare.net/research-results/>.

### **BACKGROUND**

This matter is coming before the City Council because the County has recently provided the City with three options that the City has with moving the City's CTC Program forward. Those options include:

1. Building up the CTC Program under the County's requirements of fidelity to possibly increase the amount of funding from the County to make the City's CTC Coordinator a full-time position;
2. Keeping the CTC Coordinator a part-time position but starting over to ensure that the City is meeting the County's fidelity requirements; or
3. Breaking ties with the County and moving the City's CTC Program forward without County funding.

In reaching the above recommended motion, City staff has spent a lot of time researching these three options, which has included discussions with the County, other local cities' CTC coordinators, present and past CTC coalition members, and members of other nationally known

coalitions. The County has been very good to the City in helping the City implement its CTC Program. One of the main reasons for the recommendation is that City staff does not know how to both meet the County's fidelity requirements and keep volunteer coalition members active and enthusiastic about being a part of the program.

The County has suggested to the City that in order to meet the CTC Model fidelity requirements the City would have to restart the CTC program. This means that the City would have to possibly conduct a month to three month long readiness study to determine whether the City is even ready to run the CTC Program.

Furthermore, there are two hurdles with the County's fidelity requirements that appear to have hindered and continue to hinder the City's ability to run the CTC Model. Those two hurdles are the required training, which can be as much as eight full days of training in one year for volunteer members, and to solely implement evidence based programs, which are largely implemented and ran by the school district and other professional groups. The biggest complaint that we have had from CTC coalition members is that they feel like they are not making a difference because they are either spending their time being trained or the programs being implemented are being implemented by entities and people who are not part of the coalition.

The remaining portion of this staff report provides staff's suggestions for how the City should run its CTC Program moving forward.

#### *Future Program*

In moving forward, City staff would like to run the City's prevention program in a way that would allow volunteers to start running from the get-go and feel like they are making a difference. To accomplish this, City staff would like to focus on five different areas. These ideas come from the CTC Program and what staff has learned over the past several years. The five areas are as follows:

1. Operation Model. Staff would like to continue to follow the CTC operation model, which includes:
  - a. Organizing, Introducing, Involving Community Members;
  - b. Developing a Community Profile;
  - c. Creating a Community Action Plan; and
  - d. Implementing and Evaluating the Community Action Plan.

The above model is a continuing cycle that involves collecting data about the City; analyzing the data; developing a plan that includes programs, strategies and policies to address risk and protective factors the data tells us the City is facing; and then implementing and evaluating the results of the plan. The City's prevention efforts have been highly reliant upon the SHARP survey that high school students take to determine the City's risk and protective factors. The City will still receive and rely upon the SHARP survey data.

2. SOARS. Staff would like to see an increase in using the SOARs concept. SOARs stands for Skills, Opportunities, and Recognition. The basic concept of SOARs is to increase healthy behaviors by providing youth with skills, opportunities and recognition. Providing awards for prosocial involvement is a large protective factor against risky behaviors. The SOARs program helps to provide prosocial awards. Some examples of activities that could meet the SOARs concepts include: The Mayor's Recognition Award, SHS ASAP Club, Battle of the Bands, and the Skate Park Contest. Staff would like to increase opportunities for youth and other residents to be recognized, get involved in the community, and develop skills.
3. Collaboration. Staff has done a great job of collaborating with other entities involved in fighting substance abuse, increasing mental health awareness, and/or promoting a healthier community. Some of those entities include NAMI, Hope4Utah, Springville Chamber of Commerce, Utah County Health Department, Veteran's Administration, Wasatch Mental Health, Nebo School District, etc. Staff will continue these efforts. For instance, staff has been working with the Chamber of Commerce to help promote "Play, Unplug" in Springville.
4. Evidence Based Programs. Staff would like to continue to promote evidence based programs that involve coalition members. Two such programs that staff has been implementing or is working to help implement include QPR classes that help address suicide prevention and "Parenting with Love and Logic" classes that helps address family conflict and poor family management. These classes address some of the City's risk protective factors.
5. Public Awareness Campaigns. Staff would like to continue to educate the community concerning substance abuse related topics. This includes Take Back Events, town hall meetings, mental health awareness week, substance abuse prevention week, and involvement in Art City Days and other events where staff could help educate the public about substance prevention.

City staff did not easily reach the recommendations in this Report. The County has provided tremendous guidance and financial help to get the City's prevention program up and running. Staff recognizes that severing ties with the County will hurt the City's program financially and possibly place a wedge between the City and the County for the City to receive future County help and guidance.

If the recommendation is followed, the City will lose \$12,500 to pay for the City's Coordinator and will lose opportunities to apply for grants through the County. Losing the money for the Coordinator will require a reduction in Coordinator hours from 27 per week on average to somewhere between 15 to 20 hours per week on average. Also, in order to put the City in a position to obtain future grants, staff has been looking into becoming a CADCA coalition which is a nationally recognized coalition group that would allow the coalition to provide for prevention grants.

Staff would like to follow the recommendations in this Report for at least one year and evaluate whether the program is working for the community's prevention.

**FISCAL IMPACT**

The City will lose \$12,500 in grant money and possible future grant money for programs.