



**WORK/STUDY AGENDA  
SPRINGVILLE CITY COUNCIL MEETING  
JANUARY 19, 2016 AT 7:00 P.M.**

City Council Chambers  
110 South Main Street  
Springville, Utah 84663

**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 23 – Newly Elected Officials Training – Provo City Offices 8:00 a.m.
- January 27 – 2016 ULCT Local Officials Day at the Legislature – Utah State Capitol 8:00 a.m., registration deadline *January 22, 2016*
- February 02 – Mayor and City Council Photo 4:30 p.m.
- February 02 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- February 04 – Budget Retreat, City Multi-Purpose Room 1:00 p.m.
- February 09 – Work/Study Meeting 5:15 p.m.
- February 15 – President’s Day (City Offices Closed)

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

- a) Invocation – Councilmember Conover
- b) Pledge of Allegiance – Councilmember Child
- c) Consent Agenda
  2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
  3. Approval of Minutes for the June 16 and July 07, 2015 Council Work/Study meetings
  4. Approval of the appointment of the City Treasurer and City Recorder as provided by UCA Section 10-3-917 and SCC Section 2-2-103
  5. Approval of a Waiver of Liquidated Damages for Goran, LLC. Runway Shift and Extension Project at the Spanish Fork/Springville Airport – Cris Child, Airport Manager

3. **DISCUSSIONS/PRESENTATIONS**

- a) Community Park Update – John Penrod, Assistant City Administrator/City Attorney
- b) Training – 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, 2016 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.

**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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**REGULAR AGENDA  
SPRINGVILLE CITY COUNCIL MEETING  
JANUARY 19, 2016 AT 7:00 P.M.**  
City Council Chambers  
110 South Main Street  
Springville, Utah 84663

**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 AGENDA**

1. Presentation of the Mayor's Awards – Shannon Acor, CTC Coordinator

**CONSENT AGENDA\***

2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
3. Approval of Minutes for the June 16 and July 07, 2015 Council Work/Study meetings
4. Approval of the appointment of the City Treasurer and City Recorder as provided by UCA Section 10-3-917 and SCC Section 2-2-103
5. Approval of a Waiver of Liquidated Damages for Goran, LLC. Runway Shift and Extension Project at the Spanish Fork/Springville Airport – Cris Child, Airport Manager

**REGULAR AGENDA**

6. Consideration of an amendment to the ordinance that prohibits smoking in city parks to include prohibiting E-cigarettes – John Penrod, Assistant City Administrator/City Attorney
7. Discussion of the construction delivery method for the Aquatics and Activities Center – John Penrod, Assistant City Administrator/City Attorney
8. Consideration of moving forward with the Community Park project and accepting grant funds from Utah County – John Penrod, Assistant City Administrator/City Attorney
9. Consideration of an agreement with Sunroc Corporation for the use of the Suntana Property – Alex Roylance, Building and Grounds Director
10. Discussion of the Mayor assigned Council Assignments for 2016.

**MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS**

**CLOSED SESSION**

This meeting was noticed in compliance with Utah Code 52-4-202 on January 15, 2016. 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. s/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.

\*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.

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

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*

## **ADJOURNMENT**

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**AGENDA FOR THE WORK / STUDY MEETING  
OF THE CITY COUNCIL  
OF THE CITY OF SPRINGVILLE, UTAH  
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET  
JUNE 16, 2015 – 5:15 P.M.**

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The following are the minutes of the Work/Study Meeting of the Springville City Council. The meeting was held on **Tuesday, June 16, 2015 at 5:15 p.m.** in the Springville City Civic Center Council Chambers, 110 South Main Street, Springville, Utah. Adequate notice of this meeting, as required by law, was posted on the Utah Public Notice Website, in the Civic Center and on the City's website, and delivered to members of the Council and media.

Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were present: Councilmember Richard Child, Councilmember Craig Conover, Councilmember Chris Creer, Councilmember Dean Olsen and Councilmember Chris Sorensen. City Administrator Troy Fitzgerald, Assistant City Administrator/Finance Director Bruce Riddle, Assistant City Administrator/City Attorney John Penrod, and City Recorder Kim Rayburn.

Also present were: Public Works Director Brad Stapley, Power Department Director Leon Fredrickson, Public Safety Director Scott Finlayson, Building and Grounds Director Alex Roylance, Recreation Supervisor Jake Davis, Library Director Pam Vaughn, Museum of Art Director Dr. Rita Wright, Golf Pro Craig Norman and Administrative Services Manager Rod Oldroyd.

**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.**

Mayor Clyde welcomed the Council, staff, and audience as he called the meeting to order at 5:17 p.m.

**COUNCIL BUSINESS**

1) Calendar

- June 21 – Father's Day
- July 3 – Independence Day Observed (City Offices Closed)
- July 7 – Work Study 5:15 p.m./City Council 7:00 p.m.
- July 14 – Work/Study Meeting 5:15 p.m.
- July 21 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- July 24 – Pioneer Day (City Offices Closed)
- July 27 – Springville World Folkfest Street Dance 8:00 p.m. Museum of Art

42 Mayor Clyde asked if there were any questions or additions to the calendar. There was  
44 none.

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

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a) Invocation – Councilmember Olsen

b) Pledge of Allegiance – Councilmember Child

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c) Consent Agenda

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2. Approval of City purchase orders required to be signed per Springville City Code §2-10-110(5)

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3. Approval of Minutes – February 03, 2015 Regular City Council meeting

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4. Approval of the Spanish Fork/Springville Airport Sponsors Certification of Title on Grants 3-49-0034-20 and 3-49-0034-21 – Bruce Riddle, Assistant City Administrator/Finance Director

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5. Approval of a 12-month extension for the installation of improvement for the Ashford Subdivision located at 333 South 950 West – Fred Aegerter, Community Development Director

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6. Final approval for the Quail Brook Estates Subdivision, Plat B, located at approximately 550 North 235 East in the R1-8 Residential Zone – Fred Aegerter, Community Development Director

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62 Mayor Clyde asked if there were any questions regarding the regular agenda. There was  
64 none.

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3) **DISCUSSIONS/PRESENTATIONS**

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a) **Utah Lake Commission** – Eric Ellis

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Mr. Eric Ellis thanked the Mayor and Council for the invitation tonight. He explained he is a new representative with the Utah Lake Commission and is before them tonight to give an update on their current projects and priorities; he also encouraged them to ask questions or give suggestions. Mr. Ellis reported they are currently working on a trail development around the lake with their first priority starting at the Utah Lake State Park and connecting to Lehi and Saratoga Springs. He stated the long term plan is to have a shoreline trail that goes around the circumference of the lake.

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Mr. Ellis explained they are working on a research and nature center to be located on the edge of the lake and details of the location are being discussed. He reported the center would be a good resource for the various school groups already visiting the lake, and stated they had over 1200 fourth grade students participate in field trips to the lake and are receiving many requests for more. Because of this they are looking into doing an extra day on the north end of the lake to accommodate all the students.

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Mr. Ellis reported the Carp fish removal is at 60% of the goal they set in 2009 and they have removed approximately 18.4 million pounds of Carp. He stated within the next four years they will be working towards a maintenance level of the Carp population in the lake. The tall

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wavy plants known as Phragmites that grow around the shoreline will continue to be treated and removed in order to improve access. Mr. Ellis reported the Commission is working to increase the “adopt a shoreline” program to help with removal of trash and upkeep of beaches. Mr. Ellis stated the Utah Lake Festival was a huge success with over 4000 in attendance. As part of the festival built a large June Sucker sand castle.

Mr. Ellis asked the Council for any questions. Councilmember Olsen asked how many new member cities have been aquired. Mr. Ellis responded they added six cities last year and will be contacting others. He explained they would like to see Pleasant Grove, Woodland Hills and some smaller communities get involved, although they may not border the lake, they have tributaries and beautiful views of the lake. Councilmember Olsen expressed he was appreciative of what they are doing.

Councilmember Sorensen inquired about a possible bridge across the lake. Mr. Ellis responded there have been interests from areas of Eagle Mountain and Saratoga Springs however currently there are not enough households to sustain the cost of a bridge.

Mayor Clyde asked how the Commission is funded. Mr. Ellis replied funding comes from Utah County, Central Utah Water Project, Department of Natural Resources and various municipalities along with other funding for various projects. Mayor Clyde thanked Mr. Ellis for his report.

**b) Springville Chamber of Commerce – Jason Packard, President**

Jason Packard, President of the Springville Chamber of Commerce reviewed with the Council the membership of the Chamber. Mr. Packard explained the Chamber provides benefits to the City with their annual golf tournament for scholarships, and issued four scholarships of \$1000 each. Also the Bike with the Mayor event is very popular.

He reported this year the Chamber started a new program called Play Unplugged. The program provided activities for kids to participate by going to different businesses and earn tags and receive a welcome bag from the City. He stated they had approximately 33 businesses sign up.

Mr. Packard reviewed the Chambers financials, profit and loss report with the Council and commended Shirlene Jordan for her work as the Chamber Director. Mr. Packard asked the Council for more support from the City financially and reviewed what other cities contribute to their chambers. He asked that the Chamber Director’s wages be covered annually so they could add more programs.

Councilmember Conover expressed he has worked with other city chambers and can see the different levels of support from cities.

Administrator Fitzgerald reviewed fees from other city chambers and asked what the Springville Chamber is currently charging. Mr. Packard replied the Springville Chamber charges \$200 for membership that is difficult to get and explained the Chamber is trying to get off the ground and is not looking to raise membership fees at this time.

Administrator Fitzgerald explained to the Council the Chamber was invited tonight because the Council will be reviewing the budget at tonight’s regular meeting. He emphasized

124 two years ago the City purchased \$6000 worth of furniture and moved the Chamber office to  
126 City Hall. He explained there are similar dollars available in the Economic Development line  
item. Administrator Fitzgerald stated if the Council is inclined to do something different than  
what is in the budget they can do that today or amend the budget later.

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c) **Legislative Update** – John Penrod, Assistant City Administrator/City Attorney

130 Attorney Penrod reported on the recent Legislative session. He explained there were 831  
total bills with 528 passing, while a record number of 256 bills were tracked by the Utah League  
132 of Cities and Towns not all passed.

134 Mayor Clyde commented on HB362; for Transportation Infrastructure Funding, and  
stated the bill was discussed among the Mayors in the Metropolitan Planning Organization  
(MPO). They voted to have it next year because of the upcoming bond elections, but now the  
136 decision is up to the County Commissioners to decide.

138 Mayor Clyde gave a brief update on the BRT (Bus Rapid Transit) proposed by UTA  
(Utah Transit Authority) and explained it as a dedicated lane for busses and they would share the  
road with other vehicles with the objective to make bus transit quicker with the intent to  
140 encourage more use.

142 d) **Training** – Human Resources/Volunteers – Rod Oldroyd, Operations Manager

144 Operations Manager Oldroyd reported on the Play Unplugged program sponsored by the  
Chamber of Commerce and with the City’s participation. He explained every elementary student  
in Springville including charter schools received a lanyard and were encouraged to earn tags by  
146 visiting various businesses and the City offices, where they can tour the Mayor’s office and learn  
about City Government. Also, the Police Department and Museum of Art participated.

148 Mr. Oldroyd introduced the Administration Staff to the Council and commended them for  
the excellent job they are doing. He explained as of January 2015 the City has hired 115 people,  
150 noting some are duplicates due to some employees leaving. Mr. Oldroyd reported it takes about  
nine hours to hire one person; with the documentation, advertising, reviewing applications and  
152 job descriptions. During the summer months over 600 employee positions were processed  
including seasonal, part time, recreation umpires and referees.

154 Mr. Oldroyd reported they are currently reviewing and processing employee insurance  
benefits and employee evaluations. He explained that volunteers have contributed more than  
156 20,000 hours. The City website has improved as well as social media and the City Source  
newsletter was redesigned.

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4) **MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

160 There were none.

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5) **CLOSED SESSION**

166           *The Springville City Council may temporarily recess the regular meeting and convene in*  
168           *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*

There was no Closed Session.

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**ADJOURNMENT**

172           COUNCILMEMBER CONOVER MOVED TO ADJOURN THE WORK/STUDY  
MEETING OF THE SPRINGVILLE CITY COUNCIL AT 6:50 P.M. COUNCILMEMBER  
174           CHILD SECONDED THE MOTION, ALL VOTED AYE.



**AGENDA FOR THE WORK / STUDY MEETING  
OF THE CITY COUNCIL  
OF THE CITY OF SPRINGVILLE, UTAH  
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET  
JULY 07, 2015 – 5:15 P.M.**

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The following are the minutes of the Work/Study Meeting of the Springville City Council. The meeting was held on **Tuesday, July 07, 2015 at 5:15 p.m.** in the Springville City Civic Center Council Chambers, 110 South Main Street, Springville, Utah. Adequate notice of this meeting, as required by law, was posted on the Utah Public Notice Website, in the Civic Center and on the City's website, and delivered to members of the Council and media.

Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were present: Councilmember Richard Child, Councilmember Craig Conover, Councilmember Chris Creer, Councilmember Dean Olsen and Councilmember Chris Sorensen. City Administrator Troy Fitzgerald, Assistant City Administrator/Finance Director Bruce Riddle, Assistant City Administrator/City Attorney John Penrod, and City Recorder Kim Rayburn.

Also present were: Public Works Director Brad Stapley, Power Department Director Leon Fredrickson, Public Safety Director Scott Finlayson, Building and Grounds Director Alex Roylance, Recreation Supervisor Jake Davis, Library Director Pam Vaughn, Museum of Art Director Dr. Rita Wright, Golf Pro Craig Norman and Administrative Services Manager Rod Oldroyd.

**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.**

Mayor Clyde welcomed the Council, staff, and audience as he called the meeting to order at 5:16 p.m.

**COUNCIL BUSINESS**

1) Calendar

- July 14 – Work/Study Meeting 5:15 p.m.
- July 21 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- July 24 – Pioneer Day (City Offices Closed)
- July 27 – Springville World Folkfest, Street Dance 8:00 p.m. at the Springville Museum of Art, 126 East 400 South

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

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- 2) Discussion on this evening’s Regular Meeting agenda items
  - a) Invocation – Councilmember Child
  - b) Pledge of Allegiance – Councilmember Creer
  - c) Consent Agenda
    - 1. Approval of City purchase orders required to be signed per Springville City Code §2-10-110(5)
    - 2. Approval of Minutes – August 22, 2014 Mid-Year Retreat, September 09 and 16, 2014 Work/Study Meeting; October 07,14 and 21, 2014 Work/Study Meetings; December 02, 09 and 16, 2014 Work/Study Meetings
    - 3. Approval of items from evidence, found or seized property to be officially turned over to the City for use by various departments – Scott Finlayson, Public Safety Director
    - 4. Appointment of Councilman Rick Child to the Springville Museum of Art Association Board replacing Mayor Wilford Clyde

Mayor Clyde asked if there were any questions regarding the regular agenda. There was none.

3) **DISCUSSIONS/PRESENTATIONS**

a) **Training** – Cris Child, Manager Spanish Fork/Springville Airport

Cris Child, Spanish Fork/Springville Airport Manager thanked the Mayor and Council and stated he appreciated their support. Mr. Child updated the Council on upcoming projects at the Airport and reported on the Aeroplanes, Trains and Automobiles event upcoming in 2016. He stated there are 12 new hangars under construction and noted it has been 10 years since the last hangar build. Also, one of the hangar owners will keep their jet at the airport.

Mr. Child expressed his appreciation for having the Airport listed on the Springville website and reported another flight school is starting up.

Mayor Clyde conveyed the Aeroplane event has been very fun for citizens. Councilmember Olsen expressed his thanks to Mr. Child for his work at the Airport.

Mayor Clyde asked what can be done to improve the FBO (Fixed Based Operator) building. Mr. Child replied they may be moving the FBO to Main Street. They are working on the asphalt maintenance plan this year and next year he would like to see a beautification committee put together. Mr. Child explained they are working on improving the older hangars and have them refurbished. They will also make sure the FBO will at least be painted and refurbished.

b) **Community Park Development** – Alex Roylance Building and Grounds Director, Corey Merideth Recreation Director

Director Roylance reported the City Recreation Department was approached by Utah Commissioner Graves about grant monies related to transportation and tourism that may be

84 available. One of their goals is to have a recreation destination that would bring tourism to Utah  
County. The County does not have a large complex for open field sports such as soccer, Lacroix,  
rugby and the like. Director Roylance explained he and Recreation Director Merideth went to  
86 GSPS and asked them to look at Community Park and how many open fields would fit in the  
park.

88 Director Roylance presented the current plan for Community Park and a draft of  
possibilities from GSPS showing they could have approximately fifteen fields with amenities and  
90 one championship field as a part of the park. He explained this concept was presented to  
Commissioner Graves and members of the Utah County Convention and Visitors Bureau.

92 Director Merideth explained there is not a facility like this in Utah County, and noted  
there is a facility in Salt Lake that is similar and they are booked out until 2016 and are looking  
94 for other possibilities for 2017 to schedule rugby, soccer and Lacroix with possibly four to six  
tournaments per year.

96 Director Roylance stated they liked the concept plan and thought the City may get some  
funding. He explained without knowing what funding would be available he asked GSPS to give  
98 a rough estimate of what it would cost to complete the park at that level. He stated GSPS gave a  
figure of approximately \$10 million.

100 Director Roylance explained the plan was presented to the Parks and Recreation Board at  
their last meeting and they liked the idea, they expressed it may be something to look into if the  
102 Council thought it was in the right direction.

Councilmember Conover stated he was at the meeting with Director Roylance and  
104 Director Merideth and expressed the County would like to see a presentation showing the return  
on their investment and they would like to see a ten times return. He stated a presentation needs  
106 to be put together to give to the County Commission for consideration and believes a facility like  
this would contribute to hotels, restaurants and fuel.

108 Administrator Fitzgerald expressed one of the challenges is; how is the City going to pay  
for the project and discussed the financials for this type of project. Councilmember Conover  
110 replied we need to present the idea and will not be out anything by doing so, they may give some  
funding but the presentation does need to have a plan.

112 Mayor Clyde asked how much it would cost to finish the Park as planned. Director  
Roylance replied with the four-plex it would be approximately \$15 million, and explained the  
114 four-plex alone would cost about \$4 million.

Councilmember Olsen asked about the total acreage of the park. Director Roylance  
116 replied the park is approximately 50 acres.

Mayor Clyde stated he would like to see what is needed for the community in way of  
118 facilities. He stated he would also like to see a study that shows what programs the City is  
currently providing, how many teams and how many fields for the programs. Mayor Clyde  
120 stated it seems the programs in both baseball and softball have gone down over the years.  
Director Merideth replied it is a mixture of accelerated sports and that kids specialize in one  
122 sport such as soccer and that is all they play, interesting enough soccer has not been impacted.  
Director Merideth pointed out the County and State have also taken a hit with community sports.

124 Mayor Clyde asked what the benefit would be for the City to provide limited use fields  
126 for accelerated sports. Administrator Fitzgerald replied this has been offered with the swimming  
pool and other fields. Director Merideth stated the new fields would be used for the City soccer  
128 program and other sports, while having have them in one central area and not spread out over the  
city. Also, they could be rented out when not being used by the City.

130 Councilmember Sorensen expressed he is not seeing what the County will provide and  
they could possibly pull out, how can the City pay additional funds if it is unknown what the  
County will contribute.

132 Councilmember Child asked what the ultimate goal would be without the County  
participation and flat fields may be better until the funding amount is known.

134 Administrator Fitzgerald asked about the count's minimum needs would be as well as the  
timeline that could affect impact fees.

136 Administrator Fitzgerald stated staff would put together a report of current field use and  
put together a plan, for the long term as well as the need for other parks and bring it back to the  
138 Council on July 21, 2015.

140 Councilmember Creer stated we have been working towards this plan and he would like  
to see more information.

142 Attorney Penrod stated will be important to know of any deadlines from the County.

144 c) **CDA areas and locations** – Assistant City Administrator/City Attorney John Penrod  
Attorney Penrod reported several months ago he talked to the Council about putting a  
CDA (Community Development Area) in place and noted other businesses have voiced interest.

146 Attorney Penrod gave a brief description of a CDA agency and what they are able to give  
back in regard to sales tax and property tax. He also reviewed options for tax incentives the City  
148 could approve. He noted the School District is not as happy about giving back to retail  
businesses, explaining they would like to give to businesses that are willing to expand or other  
150 types of businesses.

152 Attorney Penrod stated the subject area for the CDA would be the Frontage Road  
Development plan that is currently an RDA put into place in 1999. He noted an existing property  
owner would like to be considered for a CDA. Attorney Penrod asked the Council if they would  
154 like to expand the CDA for future flexibility or keep it within the RDA. Attorney Penrod noted  
there is another CDA located within the City at approximately 500 South Main that is inactive  
156 and does not have any agreements with property owners at this time. He explained with a CDA  
the City can offer sales tax as an incentive and with an RDA that cannot be offered.

158 Attorney Penrod went onto explain with different changes in the law the current RDA is  
now considered an Urban Renewal area and explained the requirements. Mayor Clyde asked if  
160 under the new Urban Renewal criteria if condemnation can be done like an RDA. Attorney  
Penrod replied it is possible but is limited, also CDA's do not allow for condemnation only tax  
162 incentives.

164 Councilmember Child asked if the current CDA near 500 South Main could be changed.  
Attorney Penrod replied it can be withdrawn.

166 Councilmember Conover commented by including all of the area into a CDA it would  
give the City more options.

168 Councilmember Child voiced he would like to consider it piece by piece because of the  
prime areas.

170 Councilmember Conover asked for information on where CDA's are located in Spanish  
Fork City.

172 Councilmember Sorensen commented he is agreeable to squaring up the area as a CDA.

174 Councilmember Conover asked about the cost. Attorney Penrod replied the approximate  
cost could range from \$7000 to \$10,000 and the City would request information from an outside  
firm to assist.

176 Councilmember Creer stated he agrees with squaring up to the current boundary and in  
the future have the option for the CDA.

178 Council was in agreement to square up the current boundaries and consider inquiries as  
they come in and asked staff to provide more information to the Council regarding the urban  
renewal criteria.

180 Attorney Penrod asked if there was any interest in a CDA for the property at the North  
Springville exit. He stated there are no inquiries about the area at this time.

182  
184 d) **Bond Resolution Discussion** – Bruce Riddle, Assistant City Administrator/Finance  
Director

186 Finance Director Riddle introduced John Crandall with George K Baum who will be  
handling the municipal bond finance and Randy Larsen with Ballard Spahr as bond counsel.

188 Director Riddle advised a bond resolution for the Aquatic Center is on the regular agenda  
this evening for the Council's approval. He stated he would like to review information during  
this meeting to answer any questions the Council may have.

190 Director Riddle reviewed the project financial summary and reported the Aquatic  
Activities committee is recommending an \$18.2 million facility with an \$11 million bond issue.  
192 The balance required of \$7.2 million would be divided as \$2 million contributed by Nebo School  
District, \$1 million in land sales and \$4.2 million in one-time reserves.

194 Mayor Clyde discussed the possibility of construction costs being more than what is  
bonded and if more should be considered and stated he does not want it to be more only realistic.  
196 Director Riddle noted land sales dollars have gone down some since the initial discussions and  
he would be concerned about using any more city reserves higher than the level initially  
198 discussed.

200 Mayor Clyde asked Administrator Fitzgerald if land sales of \$1million would be feasible.  
Administrator Fitzgerald replied there is an offer tonight for \$2 million down half from what was  
originally discussed, reserves are at \$2.5 million, and explained all other dollars were declined  
202 by council or additional borrowing long term against general fund reserves.

204 Councilmember Sorensen asked about contingencies for the \$18.2 million. Attorney  
Penrod replied there is approximately a 10% contingency. Councilmember Sorensen recalled

discussions about adding initial bond financials to cover fluctuations in cost and stated it will be important to stay close to the \$11 million.

Administrator Fitzgerald commented two different versions of bond impact analysis have been presented to the council tonight for consideration.

Director Riddle reviewed the bonding impact analysis and asked Mr. Larsen with Ballard Spahr for additional information.

Mr. Larsen explained the two options. Option one, as an estimated bond amount of \$11,195,000 par amount with a 1% premium and a twenty year amortization. Option two as an estimated \$9,955,000 par amount with a market premium and twenty year amortization. Mr. Larsen commented there will need to be a disclosure on the ballot to accept market premium or if council decides to go without market premium it would not need to be included. Mayor Clyde asked if the premium amount could be adjusted. Mr. Larsen replied it could and there are different tax impacts with each option.

Attorney Penrod reported the Aquatics Committee looked in to the different numbers as far as cost to tax payers and the \$11,000,000 total bond was considered. Administrator Fitzgerald explained both options have an \$11,000,000 par value to consider, one takes the market premium the other caps the premium at 1%. Administrator Fitzgerald cautioned the market premium can fluctuate and is not guaranteed.

Mayor Clyde asked the council what option they would like to see on the ballot. Councilmember Sorensen stated he could go with either and would agree with the majority vote. Councilmember Creer, Councilmember Child and Councilmember Olsen state they preferred option one with the 1% premium.

Mr. Crandall explained the bond procedure and stated they will give their best efforts on what can be offered on a bond and the parameters to bid on the bond. Mr. Larsen commented in order to insure the \$11,195,000 it can be added to the bond document.

230

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

Mayor Clyde commented he was recently in the canyon parks and they are looking very good.

234

#### 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*

238

There was no Closed Session.

240

#### **ADJOURNMENT**

COUNCILMEMBER CHILD MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL AT 6:58 P.M. COUNCILMEMBER SORENSEN SECONDED THE MOTION, ALL VOTED AYE.

244



## SPANISH FORK-SPRINGVILLE AIRPORT

*Cris Child/Manager*  
2050 N 300 W  
Spanish Fork, Utah 84660  
(801) 420-8888

January 13, 2016

### Staff Report

**To:** Honorable Mayors and City Councils

**From:** Cris Child Airport Manager on behalf of the Spanish Fork/Springville Airport Board

**Subject:** Waiver of Liquidated Damages. Goran, LLC. Runway Shift and Extension Project.

**Recommended Motion:** Waive the \$16,500.00 of Liquidated Damages which could be justified under the terms of the contract.

**Background/Discussion:** During the Construction project, Goran exceeded the number of days allowed for construction by 6 days and the number of days allowed for Runway closure by 2 days. The amount identified in the contract for liquidated damages was \$1,750.00 and \$3,000.00 per day respectively for a total of \$16,500.00 in potential damages. The position of Staff and the Airport Board is that the negative impact of the overtime on Airport Operations was minimal and soils conditions complicated the work in some respects such that it would be a good faith action on the part of the Cities to waive the damages.

**Alternatives:** Assess the damages to the Contractor.

**Fiscal Impact:** This contract is paid from a Federal and State Grant with matching funds from the Cities. The split is roughly 90 percent Federal, 5 percent State and 5 percent to the two cities or approximately \$14,850.00 (Federal) \$825.00 (State) and \$825.00 (2 Cities).



# Letter of Recommendation to City Council

Springville City Board Name: Airport Board

Applicant:	Request:	Date: <u>12-10-2015</u>
	<u>Covan Liquidated Damages Waiver</u>	

Motion by: <u>Brian Park</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>[Signature]</u>	✓		
<u>[Signature]</u>	✓		
<u>[Signature]</u>	✓		
<b>KEIR SCOUSES</b>	✓		
<u>[Signature]</u>	✓		
<u>[Signature]</u>	✓		

I certify that I personally communicated with the above board members and this is an accurate record of their vote.

[Signature]  
Airport Manager

12/10/2015  
Date



## STAFF REPORT

**DATE:** Friday, January 15, 2016

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

**FROM:** John Penrod, City Attorney

**SUBJECT: CONSIDERATION OF AMENDING SECTION 8-4-112 OF THE SPRINGVILLE CITY CODE TO PROHIBIT THE USE OF ELECTRONIC CIGARETTES IN PUBLIC PARKS AND OTHER PUBLIC PLACES.**

### RECOMMENDATION

Motion to approve Ordinance No. \_\_\_\_\_ that amends Section 8-4-112 to include electronic cigarettes in the definition of smoking, which will prohibit the use of e-cigarettes in public parks and other public areas.

### BACKGROUND:

The County Health Department has asked the City to amend Section 8-4-112 of the Springville City Code to include electronic cigarettes in the definition of smoking, which will have the effect of prohibiting e-cigarettes in public parks and other public areas. Section 8-4-112(4) specifically states that:

Smoking is hereby prohibited in public parks, within twenty -five feet (25') of bus stops, and within fifty feet (50') of mass gatherings, except where the prohibited area falls on private property. A violation of this subsection is an infraction punishable by a fine not to exceed \$25.00 but not by imprisonment. Police officers shall have the discretion to issue a warning if they deem it is in the best interests of the City for the first offense.

The proposed ordinance amendment revises the definitions of "e-cigarette" and "smoking" in Section 8-4-112 to mirror the definitions for those words as they are defined in the Utah Indoor Clean Air Act. The proposed definitions are as follows:

- (a) "E-cigarette"
- (i) means any electronic oral device that provides vapor of nicotine or other substance and simulates smoking through its use or through inhalation of the device; and
- (ii) includes an oral device that is composed of a heating element, battery, or electronic circuit and is marketed, manufactured, distributed, or sold as an e-cigarette, e-cigar, e-

pipe, or any other product name or descriptor, if the function of the product meets the definition of subsection (a)(i).

(ed) ~~“Smoke” or “smoking” means: and includes: possessing, carrying, or holding a lighted pipe, cigar, cigarette of any kind, or any other lighted smoking equipment, or the lighting or emitting or exhaling of smoke of a pipe, cigar, or cigarette of any kind, or of any other lighted smoking equipment.~~

- (i) possession of any lighted or heated tobacco product in any form;
- (ii) inhaling, exhaling, burning, or heating a substance containing tobacco or nicotine intended for inhalation through a cigar, cigarette, pipe, or hookah;
- (iii) using an e-cigarette; or
- (iv) using an oral smoking device intended to circumvent the prohibition of smoking.

According to the County, all the parks in Utah County are smoke-free, but not all of the parks in the County specifically prohibit electronic cigarettes. Spanish Fork has already realized the confusion this displays to those visiting their parks and has changed their park ordinance to prohibit the use of electronic cigarettes in Spanish Fork parks.

The County’s Outrage Youth Group feels Spanish Fork’s move to protect the young people at their parks is a wonderful choice, and the County has begun working with other cities to do the same. Since the County has begun its project, Lehi and Orem have changed their park ordinances, and the County is in the process of working with Pleasant Grove and Highland City to do the same.

**ALTERNATIVES:**

Not pass the ordinance and allow e-cigarettes in public parks.

**FISCAL IMPACT:**

None. The Utah County Outrage Youth Group is willing to provide signage for the City's parks that states that e-cigarette smoking is prohibited.

Attachments: Ordinance No. \_\_\_\_\_

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 8-4-112 TO PROHIBIT THE USE OF ELECTRONIC CIGARETTES IN PUBLIC PARKS.**

**WHEREAS**, Springville City has a duty to preserve the health, safety and welfare of its inhabitants; and

**WHEREAS**, the Springville City Council has found in the past that eliminating smoking in public parks helps reduce the harmful health effects of smoking and allows non-smokers to more fully enjoy public parks; and

**WHEREAS**, Springville City’s current ordinance does not specifically include electronic cigarettes in the definition of smoking; and

**WHEREAS**, in the interest of the health and welfare of its citizens, Springville City deems it appropriate to include electronic cigarettes in the definition of "smoking" and prohibit electronic cigarettes in public parks and certain other public areas.

**NOW THEREFORE**, the Springville City Council hereby ordains:

**SECTION 1. SECTION ADOPTED:** Section 8-4-112 of the Springville City Municipal Code is hereby amended and adopted to read and provide as follows:

**8-4-112 Offenses in Public Parks, Recreational Areas, and Cemeteries, and Near Mass Gatherings.**

(1) Definitions:

---

(a) "E-cigarette"

- (i) means any electronic oral device that provides vapor of nicotine or other substance and simulates smoking through its use or through inhalation of the device; and
- (ii) includes an oral device that is composed of a heating element, battery, or electronic circuit and is marketed, manufactured, distributed, or sold as an e-cigarette, e-cigar, e-pipe, or any other product name or descriptor, if the function of the product meets the definition of subsection (a)(i).

(ab) “Public park” means and includes City-owned parks, children’s playgrounds, public squares, ball diamonds, golf courses, soccer fields and other recreation areas, City-owned cemeteries and trails, but not designated smoking areas specified by the City.

(bc) “Mass gathering” means an outdoor assembly of one hundred (100) or more people on City-owned property that reasonably can be expected to continue for two (2) or more hours.

(ed) “Smoke” or “smoking” means: ~~and includes: possessing, carrying, or holding a lighted pipe, cigar, cigarette of any kind, or any other lighted smoking equipment, or the lighting or emitting or exhaling of smoke of a pipe, cigar, or cigarette of any kind, or of any other lighted smoking equipment.~~

- (i) possession of any lighted or heated tobacco product in any form;
- (ii) inhaling, exhaling, burning, or heating a substance containing tobacco or nicotine intended for inhalation through a cigar, cigarette, pipe, or hookah;
- (iii) using an e-cigarette; or
- (iv) using an oral smoking device intended to circumvent the prohibition of smoking.

- (2) It shall be unlawful for any person to do any of the following acts within a public park:
- (a) To camp or erect any tent or shelter without first obtaining a written permit to do so from the Buildings and Grounds Director.
  - (b) To build or ignite any fire, except in receptacles provided for that purpose, without first obtaining written permission to do so from the Buildings and Grounds Director.
  - (c) To leave or deposit rubbish or refuse anywhere, except in containers provided for that purpose.
  - (d) To pick, cut, damage or destroy any tree, flower, vine, shrub or plant life of any kind.
  - (e) To have in his or her possession any firearm, except as permitted by State law.
  - (f) To pollute any creek or stream of water.
  - (g) To have in his possession or consume any beer or other alcoholic beverage.
  - (h) To bring animals of any kind into a park, except a dog on a leash, unless otherwise posted.
  - (i) To engage in any activity which is specifically prohibited by rules or regulations posted at the park.
- (3) It shall be unlawful for any person to bring any animal, including dogs on a leash, into Spring Acres Park during any public performance except when such animals are an approved part of a performance.
- (4) Smoking is hereby prohibited in public parks, within twenty-five feet (25') of bus stops, and within fifty feet (50') of mass gatherings, except where the prohibited area falls on private

property. A violation of this subsection is an infraction punishable by a fine not to exceed \$25.00 but not by imprisonment. Police officers shall have the discretion to issue a warning if they deem it is in the best interests of the City for the first offense.

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

**PASSED, ADOPTED AND ORDERED POSTED** by the Council of Springville City, Utah this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR WILFORD W. CLYDE

**ATTEST:**

\_\_\_\_\_  
KIM RAYBURN, CITY RECORDER



## STAFF REPORT

**DATE:** January 13, 2016

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

**FROM:** John Penrod, City Attorney

**SUBJECT: CONSIDERATION OF ACCEPTING GRANT MONEY FROM UTAH COUNTY AND AUTHORIZING CITY STAFF TO BUDGET ADDITIONAL FUNDS TO FURTHER DEVELOP COMMUNITY PARK.**

### RECOMMENDED ACTION

Motion to Approve/Deny City staff to utilize reserves or start the process to issue bonds in an amount not to exceed \_\_\_\_\_ in order to develop approximately twenty additional acres of Community Park, contingent upon the City receiving a \$2 million grant from Utah County and a \$500,000 grant from the State.

### GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

General Plan Goal - To invest in the acquisition, preservation, maintenance, and enhancement of parks, facilities, and open spaces to provide a wide range of opportunities and healthy experiences.

Community Parks – The general plan defines a community park as a park designed to provide a wide variety of recreation opportunities for all residents and visitors. Community parks are generally twelve to sixty acres in size. The general plan anticipates that Springville City will have 2.5 acres of community park land for every 1,000 residents. This would total approximately 150 acres of community park land at the City's build out, with an anticipated build out population of 60,000.

### BACKGROUND

This past summer Springville City staff members started discussing with Utah County the possibility of turning Community Park into a flat field sports park from its originally planned baseball/softball complex. In those discussions, County representatives recommended that Springville approach the County's Travel & Tourism Board to request County grant money to help construct approximately 20 more acres of the park. In October 2015, Councilman Conover and Springville staff presented at the Travel & Tourism Board meeting.

After considering Springville's request for grant money to help develop approximately 20 acres of Community Park, County representatives communicated to staff that Springville could receive \$2 million from the County, if Springville:

### CITY COUNCIL AGENDA

- (1) committed to make up the financial difference to complete the next phase of the Community Park, consisting of approximately 20 acres, and
- (2) have Community Park constructed and ready by the 2017 season to host regional field sports events, such as soccer, lacrosse, rugby and football tournaments.

In addition to the \$2 million grant, Springville has also been told that there is a good possibility that the State may provide a \$500,000 grant towards the completion of the next 20 acres of Community Park.

At the time the City was notified that it could receive the County and State grant money, the City's estimated cost (prepared by the GSBS design firm) to complete the 20 acres of Community Park was \$6.9 million. The City Council felt it could not make up the difference between the grant money and the \$6.9 million estimated cost.

After further reviewing the \$6.9 million estimate, Councilman Conover and staff have worked with local contractors and subcontractors to sharpen the estimated construction cost. Staff has been able to comfortably lower the number to approximately \$5.1 million. The \$5.1 million estimate includes very little reduction in improvements from GSBS's original \$6.9 million estimate.

In an effort to further reduce the construction estimate, we have worked towards a minimum estimate construction amount that includes the very basics: parking, underground utilities, grass, irrigation system, trees and one bathroom. The minimum estimated construction amount to complete 20 additional acres of Community Park is approximately \$3.5 million.

The minimum estimate for construction cost does not include playgrounds, two planned bathrooms, concessions, water fountains, sidewalk paths, recreation trails, field lights or conduit for the lights, street lights, parking lot lighting, all of the landscaping, pavilions, recreation equipment (scoreboards, soccer goals, lacrosse goals, etc.), maintenance equipment, fencing, bleachers, trail benches, park tables, garbage cans, and signs. These items will need to be installed or added in the future. Some of these items, such as some of the recreation equipment, may need to be added before the park is used for tournaments.

The three estimates are shown on the attached spreadsheet.

### **ADDITIONAL COST SAVINGS**

Staff has been working with Sunroc and the June Sucker Recovery Implementation Program to help further reduce the \$3.5 million estimated construction cost of the park. Sunroc has tentatively agreed to provide earthwork services in return for allowing Sunroc to lease a portion of the Suntana Property over the next five years. Staff has been working with the June Sucker Recovery Team to mitigate the wetlands associated with the 20 acres and to install a park trail along Hobble Creek as part of the June Sucker Recovery Implementation Plan located along the south side of Community Park.

Also, as part of developing the 20 acres, an approximate 1900 feet of 30' storm drain line will be installed that qualifies for an impact fee over-sizing reimbursement.

With the help of Sunroc and the June Sucker Recover Implementation Team and impact fee over-sizing reimbursement, the minimum estimated construction amount could be reduced to approximately \$3.0 million.

### **CITY CONSTRUCTION COSTS**

In the event that the City is granted the \$2.5 million from the County and the State, the City will be responsible for approximately \$500,000 to complete the 20 acres of Community Park. If the Council decides to approve moving forward with the project, staff recommends either bonding or using reserves to pay for the City's \$500,000 share of construction costs for the 20 acres.

Currently, the City's general fund reserves balance is \$4,156,219, which is approximately \$1.085 million over the old maximum allowed 18% reserve fund balance amount. Of the general fund amount, the City has recently committed \$800,000 to the new aquatic center and \$250,000 to the airport. As such, if the City Council approves utilizing reserves for the City's share of the Community Park construction costs, the City's general fund reserves will drop below 18%.

If the City accepts the County and State grants, the City should reduce its impact fees to account for the grant money being used to develop Community Park. Based on impact fee calculations, in the next six years, there should be enough impact fees to make the payments on the outstanding park land bond and budget over \$1 million towards park development, which amount could be used to pay off a bond or replenish reserves that are used to pay for the City's share of the Community Park construction costs.

### **FISCAL IMPACT**

The City will be required to pay approximately \$500,000 plus towards Community Park development.

Attachments:     Proposed Community Park Design  
                          Spreadsheet of Estimated Costs



<u>Community Park Construction Cost Estimates</u>		<u>GSBS</u> <u>Estimate</u>	<u>Revised</u> <u>Estimate</u>	-	<u>Minimum Estimate</u>
<u>Item</u>	<u>Quantity</u>	<u>Total</u>	<u>Total</u>	<u>Quantity</u>	<u>Total</u>
Pavillion	3	\$300,000	\$210,000	0	
Restroom with Concession	1	\$250,000	\$250,000	1	\$200,000
Restrooms	2	\$300,000	\$300,000	0	
Trees	500	\$150,000	\$150,000	300	\$90,000
Asphalt Trail	15,000	\$135,000	\$75,000	0	
Parking	225,312	\$2,027,808	\$1,239,216	225,312	\$1,013,904
Bleachers	6	\$90,000	\$90,000	0	
Conduits and Infrastructure for Lights	1	\$100,000	\$100,000	0	
Earthwork	1	\$500,000	\$478,500	1	\$478,500
Playgrounds	3	\$300,000	\$300,000	0	
Turf and Irrigation	669,473	\$1,506,314	\$800,077	669,473	\$800,077
Permits	1	\$50,000		0	
Infrastructure - utilities	1	\$400,000	\$400,000	1	\$400,000
Subtotal		\$6,109,122	\$4,392,793		\$2,982,481
Wetland Mitigation			\$100,000		\$100,000
Design Costs	1	\$244,365	\$203,381	1	\$100,000.00
Contingency		\$610,912	\$439,279		\$298,248.1
<b>Total</b>		<b>\$6,964,399</b>	<b>\$5,135,453</b>		<b>\$3,480,729</b>

**Reductions** (\$484,500)

(Sunroc, June Sucker, Impact Fees)

**Grants** (\$2,500,000)

<b>City's Cost</b>	<b>\$496,229</b>
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## STAFF REPORT

**DATE:** January 15, 2016

**TO:** Honorable Mayor and City Council

**FROM:** Alex Roylance, Director of Buildings and Grounds

**SUBJECT: AGREEMENT BETWEEN SUNROC AND CITY FOR WORK ON COMMUNITY PARK**

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### **RECOMMENDED MOTION**

Recommend a motion to approve an agreement between the City and Sunroc Corporation regarding work to be done on Community Park in exchange for use of 15 acres of the Suntana property, to allow the City Administrator to sign same agreement, and to approve budgeting funds to create a mass grading plan for the park, and other associated work, not to exceed \$20,000.

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

The Community Park is a part of the City's master plan and impact fees facilities plan for development of parks. The master plan and impact fees facilities plan would require us to complete the development of Community Park, using park impact fees and other funding sources, prior to buildout of the City. The completion of Community Park, along with the completion of Wayne Bartholomew Family Park will fill the City's need for community size parks. The end result of this agreement would move us closer to the development of Community Park at very little cost to the City.

### **BACKGROUND**

The property for Community Park was purchased in 2006. The park has been conceptually designed as a sports park as well as a community gathering place for Springville. Development of the park began in 2010 with the development of open field space, parking, a restroom, and a playground. Phase II of the park was completed in 2013. Phase II included additional open field space, another parking lot, and base work on 1200 West. So far, the City has spent around \$1.4 million on development of the park.

The original concept design for the park included a baseball/softball complex along with additional open field space and other amenities to complete the park development. In 2014, a new concept idea for the park was presented to the Parks and Recreation Board, the Mayor, and City Council for their approval. The new plan included only open field play area, restrooms, playgrounds, pavilions, parking, and other amenities that would fit the growing need for areas to

### ***CITY COUNCIL AGENDA***

*Meeting Date*

play sports such as soccer, lacrosse, rugby, football, flag football, field hockey, etc. This same plan was also presented to Utah County in regards to acquiring possible grant monies to aid in park development.

After the completion of phase II of the park, there are many piles of fill dirt that remain in the non-developed areas of the park. The piles of fill dirt are not in a condition where they can be mowed and maintained for a better park appearance. This has been a concern of the Mayor, City Council, City staff, and Springville residents. So far, budget monies have not been available to properly address this problem.

In the fall of 2015, a representative of Sunroc Corporation approached City staff and offered to help the City address the concern of the piles of fill dirt.

## **DISCUSSION**

Sunroc Corporation has offered to help the City address the problem of the plies of fill dirt at Community Park. City staff have negotiated with Sunroc Corporation and have developed the attached proposed agreement. The agreement includes the following:

- Sunroc would strip approximately 15,555 cubic yards of topsoil from the area of the park east of 1200 West that has not yet been developed. The topsoil would be piled on site in a location that would be agreed upon.
- The City will provide a rough grading plan to Sunroc for the park from the presently developed are to 1200 West.
- Sunroc will move the fill materials existing on the park property, approximately 53,000 cubic yards of material, to meet the rough grading plan.
- The wetland areas of the park will be protecting during this operation.
- The estimated dollar value for the work is around \$300,000.
- In exchange for the work done on Community Park, the City will allow Sunroc to utilize 15 acres of the Suntana property for up to five years.
- Sunroc will be able to store soils and non-reinforced materials on the site. Sunroc will be able to screen soils and crush the concrete as needed.
- Sunroc will follow all guidelines required by Utah County to perform their operations on the site. The Suntana site is owned by the City but is within Utah County jurisdiction.
- At the end of the agreement, Sunroc will return the Suntana site to its present contours and conditions.

The work done under the terms of the proposed agreement will allow the City to further develop Community Park, to address future weed and grass concerns as necessary until the park is developed, and to not need to do work to maintain the weeds and grasses on the Suntana property.

As a part of this agreement, the City will need to have engineering and design services completed regarding Community Park. Services would include finalizing the master plan for the park, engineering for future utility locations and elevations, and creating a mass rough grading plan for the park up to 1200 West. The costs for this work should not exceed \$20,000.

### **ALTERNATIVES**

- Not enter into an agreement with Sunroc.
- Change the terms of the agreement.
- Ask Sunroc to do less work at Community Park.
- Contract with Sunroc to do more work at Community Park.

### **FISCAL IMPACT**

Entering into this agreement with Sunroc will potentially save the City \$300,000 of park improvement costs. The City will incur costs to have design and engineering services performed in order to facilitate the agreement.

Moving forward with the agreement will save monies that the City would need to spend on weed and grass control in both location. However, the agreement will allow the City to perform future weed and grass control, which will cost man, equipment, and material hours until the park is completely developed.

#### *Name*

Name: Alex Roylance

Title: Director of Buildings and Grounds

Attachments: Proposed agreement, map of topsoil removal, map of rough grading area, wetland map, overhead of Suntana property.

cc:

# TOPSOIL TO BE REMOVED AREA



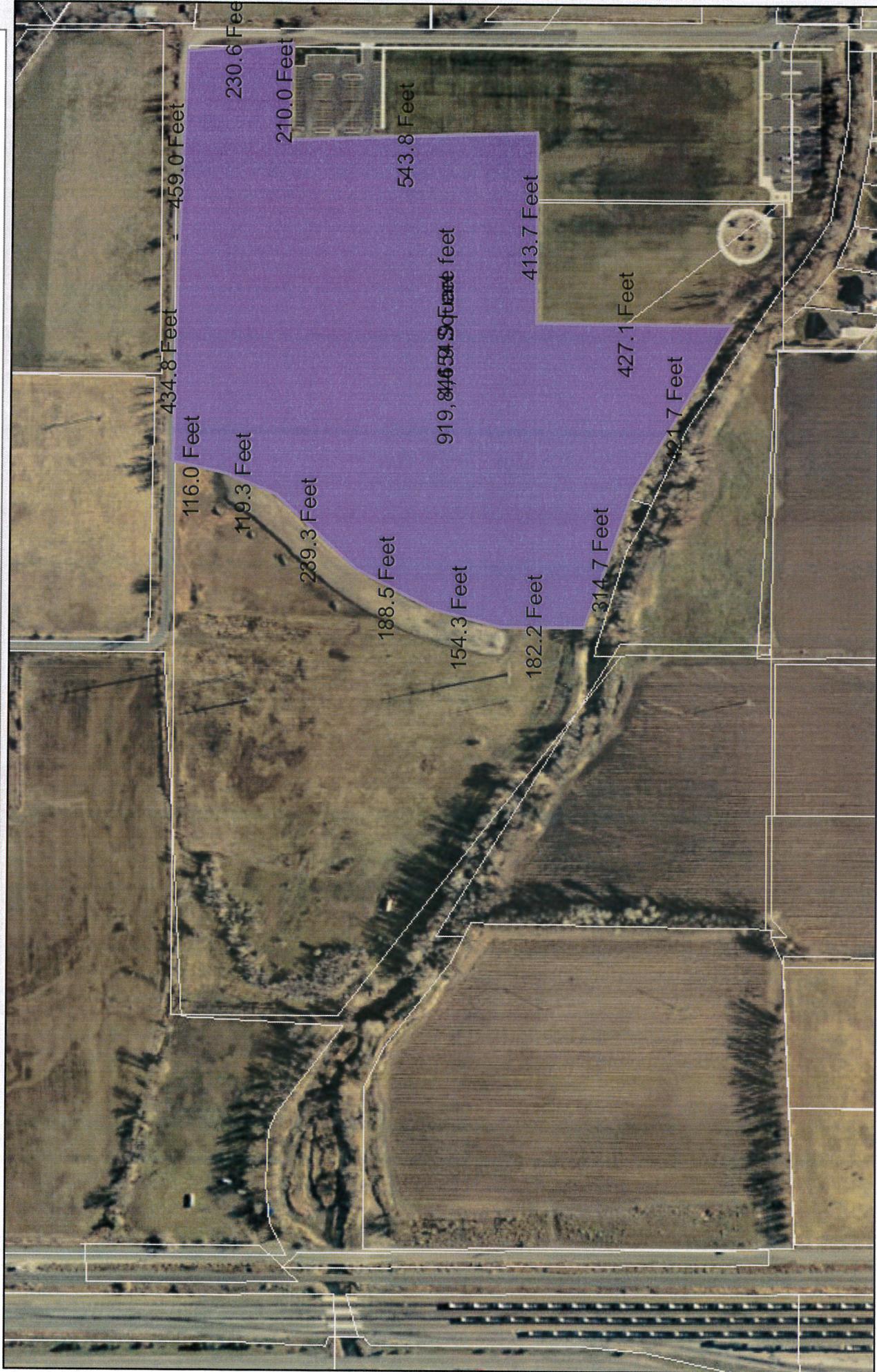
Date: 1/13/2016

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..... Springville City GIS - mphlip@springville.org .....



1:4,514

# COMMUNITY PARK MASS GRADE AREA



Date: 1/13/2016

1:4,514

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# SUNTANA SUNROC PROPOSED AREA

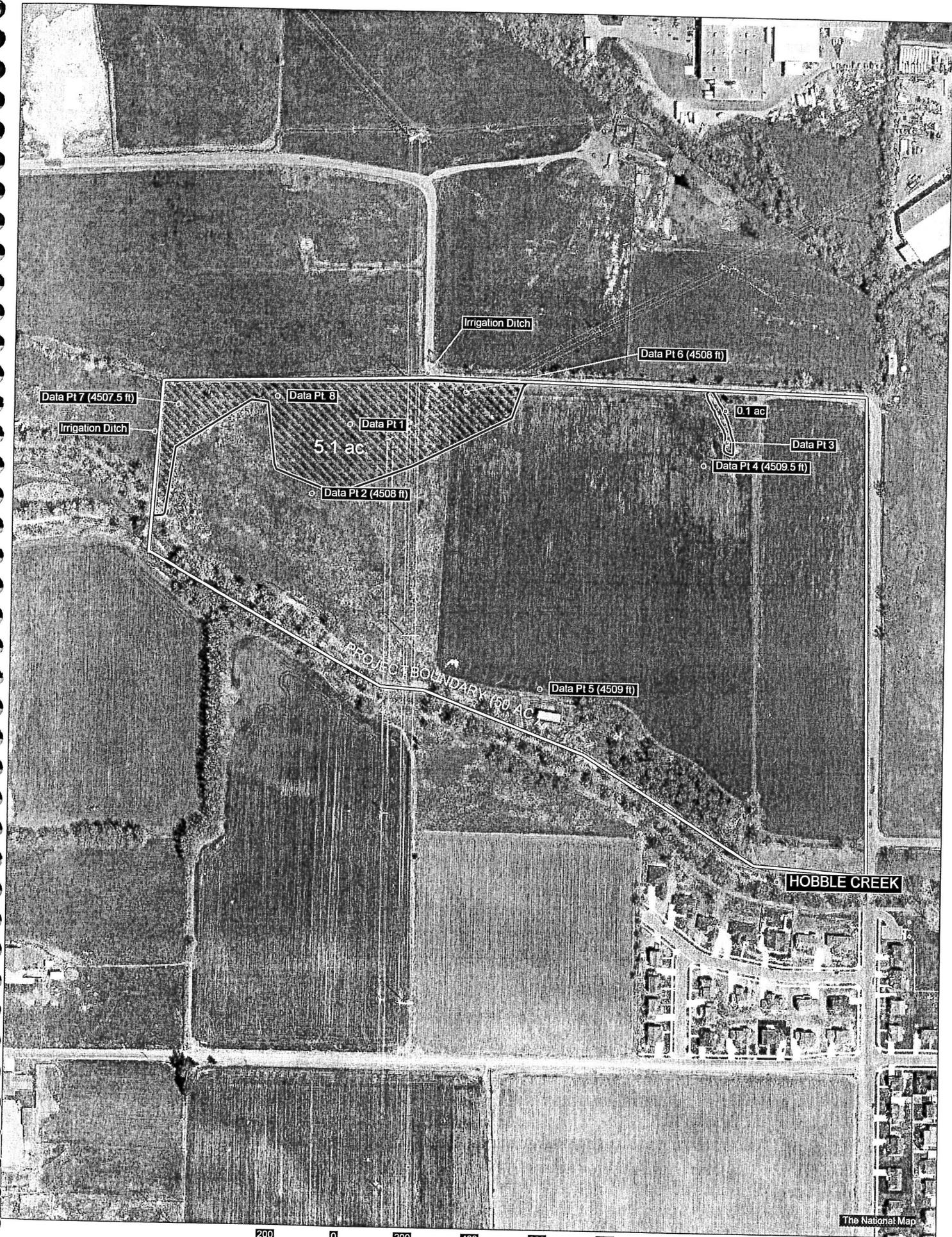


Date: 1/13/2016

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..... Springville City GIS - mphilip@springville.org .....



1:4,514



Scale: 1 : 4315 WGS 84

# SPRINGVILLE PARK

## WORK ON COMMUNITY PARK AGREEMENT

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between **Springville City**, 110 South Main Street, Springville Utah, (the “City”) and **Sunroc Corporation**, 525 West Arrowhead Trail Road, Spanish Fork, Utah 84660 (the “Contractor”).

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### COMMUNITY PARK

1. **Grading and Leveling Work.** This Agreement shall give the contractor access to Springville City’s Community Park, located at 950 West 700 North, for the purposes of grading and leveling all areas east of 1200 West that are not already developed as park. The Contractor, at the Contractor’s sole cost and expense, shall follow and complete all grading and other dirt work shown on a grading plan provided by the Owner and attached hereto as Exhibit “A” (the “Work”). The Contractor may use any and all necessary equipment and accepted practices they deem necessary to complete such work.
  - A. Protected Areas (potential wetlands): Contractor shall ensure that any and all areas designated and described as potential wetlands are protected from alteration and intrusion as a result of any work accomplished by this Agreement. Owner will clearly mark the boundaries of such areas. Once marked, Contractor will preserve the markings. The Contractor shall indemnify the City and be responsible for any harm or damage the Contractor causes by violating any wetland areas that are marked by the Owner.
  - B. Protected Areas (non-potential wetlands): Contractor will ensure that the existing open ditch on the property remains open and unobstructed throughout the work described in this agreement. Said ditch begins approximately 36 feet west of the north parking lot and runs approximately 250 feet in a northwesterly direction until it joins with the existing wetlands.
  - C. Protected Area (existing park): Contractor shall ensure that all existing developed park structures, amenities, and landscaped areas are protected from any harm as a result of their work. Any such harm or damage will be immediately repaired and restored at the sole expense of the Contractor.
  - D. Scope of Work: Contractor shall perform the following:
    - a. Remove organic materials and topsoils to a depth of at least 12 inches, approximately 15,555 cubic yards of topsoil and organic materials. Said materials will be piled and stored in a location acceptable to the Contractor and Owner.

- b. Move and spread existing piles of materials from their current state to match the rough grading plan provided by Owner (Exhibit A), approximately 53,000 cubic yards of materials.
    - c. If existing piles of materials will not fill the requirement to meet the rough grade, the Contractor and Owner may agree on a solution to import additional materials, or to end the project at the point where materials run out.
    - d. If excess materials are a result of the project, Owner and Contractor may agree to place the materials at another location on the Owner's property.
2. **SWPPP Protection Measures:** Contractor will submit all necessary and required SWPPP materials and obtain associated permits from Owner prior to beginning any Work. Contractor will adhere to all requirements of said SWPPP permit.
3. **Land Disturbance Permits:** Contractor will work with Owner to obtain any necessary Land Disturbance Permits required for work on Community Park within the Agreement.
4. **Term of Work:** Contractor agrees to accomplish the Work by October 31, 2016. Contractor understands that the Owner may have opportunity to further develop the described property during 2016 and agrees to work with Owner to ensure that the Work and any work to be performed by Owner or Owner's contractor or subcontractor will be done within the same time frames and schedules.
5. **Cooperation with Other Entities:** Contractor understands that Owner may have additional work being completed or occurring in the area of Hobble Creek at the same time as the Work is being completed and in the same approximate location. Contractor agrees to reasonably cooperate with other entities to working upon and across Owner's property, with reason, at all times during the project.
6. **Work Provided by the Owner:**
  - A. Owner will provide surveying and staking necessary to designate all Protected Areas. Contractor will make reasonable effort to preserve all staking in the field.
  - B. Owner will act as liaison, if necessary, between contractors if more than one project is occurring concurrently on the Owner's property for the duration of this contract.

7. **Insurance:** Contractor shall provide the following minimum insurance coverage from companies holding a General Rating of "A" or better as set forth in the most current issue of Best's Key Rating Insurance Guide written for not less than the following, or greater if required by law and all such insurance to be primary to any insurance maintained by Owner, shall name Owner as additional insured with waiver of subrogation:
  - A. The Contractor's Worker's Compensation Insurance shall be written for not less than the statutory limits for the State of Utah and the Contractor's Employer's Liability Insurance shall be written for not less than \$1,000,000.
  - B. The Contractor's Comprehensive Automobile Liability Insurance shall be written with combined single limits of not less than \$1,000,000 each occurrence.
  - C. The Contractor's Comprehensive General Liability Insurance with contractual liability coverage on occurrence form with limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.
  - D. The Contractor shall not commence work under the Contract until all of the insurance required herein shall have been obtained by the Contractor. The Contractor shall furnish to the Owner Certificates of Insurance verifying that such insurance has been obtained. Such certificates will provide that Owner will receive at least thirty (30) days prior written notice of any material change in, cancellation of, or non-renewal of such insurance.
  
8. **Demolition and Removal:** If the project requires demolition or removal of trees and/or other structures, Contractor and Owner shall agree upon a cooperative plan to accomplish such work and dispose of resulting materials.
  
9. **Completion of Project:** The project on Community Park shall be complete when all areas items in the Scope of Work and completed to the satisfaction of the Owner and Contractor. Contractor may, at their discretion, agree to do additional work beyond the Scope of Work. Any additional work shall meet with the needs and intention of the construction of Community Park and be agreed to by the Contractor and Owner prior to commencement of work.

## **SUNTANA PROPERTY**

In consideration for services, and the value thereof, provided by Contractor at Community Park, the Owner agrees to allow the Contractor to utilize 15 acres of City owned

properties located at 1750 West 1600 South, Springville, Utah, hereby known as SUNTANA PROPERTY for the storage of soils and approved materials. The parties agree as follows:

1. **Agreement:** Contractor may use the Suntana Property for the uses listed below for a period not to exceed five (5) years. The use will commence on or before \_\_\_\_\_ and will end on or before \_\_\_\_\_. At the end of the five (5) years, parties may agree to extend the terms of the usage contract.
  
2. **Allowed Uses:** Uses that shall be allowed on the Suntana Property are:
  - A. Storage of soils and engineered fill materials.
  - B. Storage of construction aggregate materials such as sand, gravel, rocks, and boulders.
  - C. Storage of minimal equipment necessary for the placing and loading of the stored materials on site. Equipment storage for other projects will not be allowed.
  - D. Screening of materials on site for their future use.
  - E. Storage and crushing of non-reinforced concrete materials.
  
3. **Not Allowed Uses:** Uses that will not be allowed are:
  - A. Storage or processing of any asphalt materials other than previously milled product.
  - B. Construction or use of any batch plant or any operation intended for the production of concrete or asphalt.
  - C. Storage of any chemicals, petroleum products, or any other non-aggregate materials.
  - D. Construction of any facility or building, permanent or temporary.
  
4. **Provided by Contractor:**
  - A. Contractor will, at their sole expense, obtain any and all necessary permits and licenses necessary to perform work on the property.
  - B. Contractor will obtain and adhere to all SWPPP issues regarding their use of the property.
  - C. Contractor may, at their sole expense, erect temporary fencing to protect materials and equipment stored on the property. Said fencing will be removed by the Contractor at the end of the project.
  - D. Contractor will provide locks, and whatever means they deem necessary, to keep the property and their property secure during the duration of the project.
  
5. **Access to the Property:** Contractor will follow only routes approved by the owner to access and egress the property with any and all trucks meant to transport materials or

equipment. Contractor may utilize SR 51, 1600 South, the frontage road west of I-15, and 2600 West as routes through Springville city limits to access and egress the property.

6. **Utilities to the Property:** Contractor may, at their sole expense, connect to and utilize existing utilities on the property. Contractor will pay for all utilities used through the duration of the project.
7. **End of Project:** At the end of the project. Contractor will follow necessary guidelines to ensure that the property is returned to a state that is acceptable to Utah County, Mountainland Association of Governments, and the Owner.
8. **Termination of Contract:** Owner or Contractor may terminate the contract prior to the five (5) year term by providing the other party a minimum of six months' notice of the intention. Upon notification of termination, Contractor will have six months to remove all equipment and materials from the site and return the site to the conditions found prior to the contract.
9. **Signage:** Contractor may install signage on the property in regards to their operation. All signage must comply with the Owner's sign ordinances.
10. **Noise:** Contractor will follow the Owner's noise ordinances at all times during the project.
11. **Insurance:** Contractor will provide Owner with proof of insurance within the same parameters of the work done at Community Park in regards to work done at the Suntana Property.
12. **Attorney's Fees:** If any party is required to retain legal counsel in order to enforce this Agreement, with or without the commencement of a formal legal action, such party shall be entitled to recover its attorney's fees and costs from the breaching party or parties. In addition, City shall be entitled to attorney's fees and costs for all expenses arising out of a default by the Contractor.

13. **Notices:** Any notice, demand, request, consent, approval or other communication (collectively, the “Notices”) required or permitted to be given by any provision of this agreement shall be in writing and sent by hand-delivery, by special courier (for example Federal Express), by United States Certified Mail (return receipt requested, postage prepaid), or by telefax, addressed to the party to be so notified. Notice pursuant to this Agreement shall be deemed given pursuant to the following rules: if hand delivered, at the time of delivery; if sent by special courier, on the third (3rd) day after deliver to the courier; if mailed, on the later of the date of receipt or the third day after deposit thereof in the United States Mails; and if sent by telefax, on the date that the telefax is acknowledged as received.
  
14. **Assignment:** Contractor may not assign this Agreement without the written consent of City.
  
15. **Section Headings:** The headings and captions contained in this Agreement are for convenience only and shall not be considered in interpreting the provisions hereof.
  
16. **INDEMNIFICATION:** Contractor at its own expense, agrees to protect, indemnify, pay on behalf of, defend (with counsel acceptable to Owner) and hold harmless the City, its elected and appointed officials, employees and volunteers and their agents from all claims, demands, judgments, expenses, and all other damages of every kind and nature, made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to this Project under the Contract by the Contractor, Contractor’s agents, employees, subcontractors, or suppliers in the performance and execution of the Contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, to be effective for all purposes as of the date first written above.

SPRINGVILLE CITY

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

Troy K. Fitzgerald

Springville City Administrator

\_\_\_\_\_

Date

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

Ernie Thornton

Sunroc Corporation

\_\_\_\_\_

Date