



**AGENDA FOR THE JOINT WORK / STUDY MEETING  
OF THE CITY COUNCIL AND PLANNING COMMISSION  
OF THE CITY OF SPRINGVILLE, UTAH  
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET  
AUGUST 6, 2013 – 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) Minutes
- 2) Calendar
  - August 13 – Primary Election Day
  - August 20 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
  - August 27 – Board of Canvassers Meeting for the Primary Election
  - September 2 – Labor Day, City Offices Closed
  - September 3 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
  - September 10 – Work/Study Meeting 5:15 p.m.
  - September 11-13 – ULCT Annual Conference, Salt Lake City
- 3) Discussion on this evening's Regular Meeting agenda items
  - a) Invocation – Cl. Olsen
  - b) Pledge of Allegiance – Cl. Child
  - c) Consent Agenda
    2. Approval of all City purchase orders properly signed (Springville City Code §2-10-110(5))
    3. Approval of Appointments to the Economic Advisory Committee – Mayor Clyde
    4. Approval of a Declaration of Surplus Property – Bruce Riddle, Assistant City Administrator/Finance Director
    5. Approval of a Purchase Agreement for the William's Property included as part of the Runway Extension Project at the Spanish Fork/Springville Airport – Cris Child, Airport Manager
    6. Approval of a Purchase Agreement for the Hansen Property included as part of the Runway Extension Project at the Spanish Fork/Springville Airport – Cris Child, Airport Manager

This meeting was noticed in compliance with Utah Code 52-4-202 on August 1, 2013. 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.

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

7. Approval of a bid award for the Micro Surfacing 2013-2014 Project – Brad Stapley, Public Works Director
8. **DISCUSSIONS/PRESENTATIONS**
  - a) Westfields and Plat A Tour – Fred Aegerter, Community Development Director
9. **MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**
  - a) Landmarks Preservation Commission – Councilmember Mark Packard, Representative
  - b) Historical Society – Councilmember Ben Jolley, Representative

**10. CLOSED SESSION – TO BE ANNOUNCED IN MOTION**

*The Springville City Council may temporarily recess the 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**

This meeting was noticed in compliance with Utah Code 52-4-202 on August 1, 2013. 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.

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**AGENDA FOR THE REGULAR MEETING  
OF THE CITY COUNCIL  
OF THE CITY OF SPRINGVILLE, UTAH  
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET  
AUGUST 6, 2013 – 7:00 P.M.**

**CALL TO ORDER**

**INVOCATION AND PLEDGE**

**APPROVAL OF THE MEETING'S AGENDA**

**APPROVAL OF THE MINUTES**

**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 Recognition Awards – Sara Hansen, Assistant ASAP Coordinator

**CONSENT AGENDA\***

2. Approval of all City purchase orders properly signed (Springville City Code §2-10-110(5))
3. Approval of Appointments to the Economic Advisory Committee – Mayor Clyde
4. Approval of a Declaration of Surplus Property – Bruce Riddle, Assistant City Administrator/Finance Director
5. Approval of a Purchase Agreement for the William's Property included as part of the Runway Extension Project at the Spanish Fork/Springville Airport – Cris Child, Airport Manager
6. Approval of a Purchase Agreement for the Hansen Property included as part of the Runway Extension Project at the Spanish Fork/Springville Airport – Cris Child, Airport Manager
7. Approval of a bid award for the Micro Surfacing 2013-2014 Project – Jason Riding, Streets Superintendent

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- Venla Gubler, City Recorder

The next regular Council Meeting will be held on August 20, 2013 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.

## **REGULAR AGENDA**

8. Consideration of the Springville City Facility Policy – Troy Fitzgerald, City Administrator
9. Consideration of an Agreement with the Springville Chamber of Commerce to jointly operate a “fair” on the Civic Center Park during Fall of 2013 – Alex Roylance, Building and Grounds Director
10. Consideration of a proposal to trademark Springville’s brands of “Utah’s Art City,” “Art City Days,” and the Springville City Service Logo – John Penrod, Assistant City Administrator/City Attorney

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

### **CLOSED SESSION**

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

### **ADJOURNMENT**

This meeting was noticed in compliance with Utah Code 52-4-202 on August 1, 2013. 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.

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## Springville City Surplus Property Form

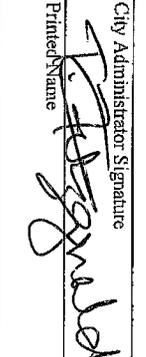
This form is to be used to notify the City Administrator whenever there is a permanent change in the location of City-owned personal property or whenever an item is lost, stolen, or proposed to be placed on the surplus property list for disposal.

Date 7/22/13	Department Central Shop	STEVE HEALEY	801-491-0487
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### Items to be transferred to Surplus Property List

Qty.	Description	Condition	Tag #	Location	Estimated Value	Proposed Method of Disposal (e.g. auction, scrap, etc.)
1	2004 peterbuilt refuse truck	poor	319	Power yard	\$10,000	auction
2						
3						
4					<del>\$10,000</del>	<del>scrap</del>
5						<del>scrap</del>
6						
7						
8						

### Authorizations

Department Director Signature  Printed Name Len Fredrickson	Date 7-22-13	City Administrator Signature  Printed Name Steve Healey	Date 7/29/13
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# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: July 19, 2013  
Re: Williams Purchase Agreements for Property needed for the Airport Runway Expansion

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## Staff Report

The airport is planning to extend the runway to meet new FAA guidelines. We need to acquire some additional land from Keith Williams in order to complete the expansion. These agreements are to purchase a piece of land at that west end of the future runway as well as a piece to the east along where the runway will be constructed.

We already have an agreement in place that to purchase this land for appraised value. These agreements are to completely define the value of the land based upon an appraisal and review appraisal.

95% of the costs will be paid by the state and FAA. Springville and Spanish Fork will each pay half of the remaining 5% of the cost. We recommend that the city council approve this agreement.

Attached: purchase agreement



**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT  
LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING**

**VACANT LAND / FARM AND RANCH  
CONTRACT TO BUY AND SELL REAL ESTATE**

July 15, 2013

- 1. PARTIES AND PROPERTY.** The Cities of Spanish Fork and Springville, Utah, Buyer agrees to buy, and the undersigned Seller agrees to sell, on the terms and conditions set forth in this contract, the following described real estate in the County of Utah, State of Utah, to wit:

A portion of that real property described by Deed Entry No. 10652:2004 being located in the Northeast Quarter of in Section 2, Township 8 South, Range 2 East, Salt Lake Base and Meridian, described as follows: Beginning at a point located West 1419.00 feet and North 181.80 feet from the East 1/4 Corner of Section 2, Township 8 South, Range 2 East, Salt Lake Base and Meridian (Basis of Bearing= S0°26'26"E along the Section Line from the East 1/4 Corner to the Southeast Corner of said Section 2); thence N53°14'25"W 431.71 feet; thence N42°28'13"E 512.23 feet; thence South 636.20 feet to the point of beginning. Contains: ±2.53 Acres

together with all interest of Seller in vacated streets and alleys adjacent thereto, all easements, and other appurtenances thereto, all improvements thereon and all attached fixtures thereon, except as herein excluded (collectively the Property).

- 2. INCLUSIONS/EXCLUSIONS.** The purchase price excludes the following items:

- (a) **Water Well.** 365' deep, 2" water well, and 20' wide access easement from the closest point of the property boundary fence to the well.
- (b) **Water and Mineral Rights.** Water Rights
- (c) **Growing Crops.** Seller to retain any growing crops until 12/31/2013.

- 3. PURCHASE PRICE AND TERMS.** The purchase price shall be One Hundred Twelve Thousand Dollars (\$112,000.00), payable in U.S. dollars by Buyer at closing.

**4. NOT ASSIGNABLE.** This contract shall not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this contract will inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

- 5. EVIDENCE OF TITLE.** Buyer shall obtain at Buyer's expense either a current commitment for owner's title insurance policy in an amount equal to the purchase price or an abstract of title certified to a current date.

Buyer may require of Seller that copies of instruments (or abstracts of instruments) listed in the schedule of exceptions (Exceptions) in the title insurance commitment be furnished to Buyer at Seller's expense. This requirement shall pertain only to instruments shown of record in the office of the Clerk and Recorder of the designated County or Counties. The title insurance commitments, together with any copies or abstracts furnished pursuant to this Section 5, constitute the title documents (Title Documents). Seller must furnish Buyer, in writing, copies or abstracts of instruments listed in the schedule of exceptions no later than 14 calendar days after being requested.

## 6. TITLE.

(a) **Title Review.** Buyer shall have the right to inspect the Title Documents or abstract. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents or abstract shall be signed by or on behalf of Buyer and given to Seller within five (5) calendar days after receipt by Buyer of any Title Document(s) or endorsement(s) adding new Exception(s) to the title commitment together with a copy of the Title Document adding new Exception(s) to title. If Seller does not receive Buyer's notice by the date(s) specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

(b) **Matters Not Shown by the Public Records.** Seller shall deliver to Buyer, with this signed document, true copies of all lease(s) and survey(s) in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to determine if any third party(s) has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection shall be cleared by Seller. The Buyer, at its option may accept title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

(c) **Right to Cure.** If Buyer receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsection (a) or (b) above, Seller shall use reasonable effort to correct said unsatisfactory title condition(s) prior to the date of closing. If Seller fails to correct said unsatisfactory title condition(s) on or before the date of closing, this contract shall then terminate; provided, however, Buyer may, by written notice received by Seller, on or before closing, waive objection to said unsatisfactory title condition(s).

7. **DATE OF CLOSING.** The date of closing shall be no later than September 30, 2013. The hour and place of closing shall be as designated by Buyer.

8. **TRANSFER OF TITLE.** Subject to tender or payment at closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient Warranty Deed to Buyer, at closing, conveying the Property free and clear of all taxes except the general taxes for the year of closing. Title shall be conveyed free and clear of all liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not; except (i) distribution utility easements (including cable TV), (ii) those matters reflected by the Title Documents accepted by Buyer in accordance with subsection 6(a), those rights, if any, of third parties in the Property not shown by the public records in accordance with subsection 6(b), inclusion of the Property within any special taxing district, and (iii) subject to building and zoning regulations.

9. **PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall be paid at or before closing from the proceeds of this transaction or from any other source.

10. **CLOSING COSTS, DOCUMENTS AND SERVICES.** Buyer shall pay, in Good Funds, closing costs and all other items required to be paid at closing, except as otherwise provided herein. Buyer and Seller shall sign and complete all customary or required documents at or before closing.

11. **PRORATIONS.** General taxes for the year of closing, based on the taxes for the calendar year immediately preceding closing, rents, water and sewer charges, owner's association dues, and interest on continuing loan(s), if any, shall be prorated by date of closing.

**12. POSSESSION.** Possession of the Property shall be delivered to Buyer on date of closing.

**13. CONDITION OF AND DAMAGE TO PROPERTY.** Except as otherwise provided in this contract, the Property and Inclusions shall be delivered in the condition existing as of the date of this contract, ordinary wear and tear excepted. In the event the Property shall be damaged by fire or other casualty prior to time of closing, Buyer shall be entitled to credit for all the insurance proceeds resulting from such damage to the Property and Inclusions, not exceeding, however, the total purchase price. Should any Inclusion(s) or service(s) fail or be damaged between the date of this contract and the date of closing or the date of possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion(s) or service(s) with a unit of similar size, age and quality, or an equivalent credit, less any insurance proceeds received by Buyer covering such repair or replacement. The risk of loss for any damage to growing crops, by fire or other casualty, shall be borne by the party entitled to the growing crops, if any, as provided in Section 2 and such party shall be entitled to such insurance proceeds or benefits for the growing crops, if any.

**14. TIME OF ESSENCE/REMEDIES.** Time is of the essence hereof. If any payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

**(a) IF BUYER IS IN DEFAULT:** Seller may elect to treat this contract as cancelled, in which case all payment and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may recover such damages as may be proper, or Seller may elect to treat this contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

**(b) IF SELLER IS IN DEFAULT:** Buyer may elect to treat this contract as cancelled; in which case all payments and things of value received hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this contract as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

**(c) COSTS AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation arising out of this contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

**15. RECOMMENDATION OF LEGAL COUNSEL.** By signing this document, Buyer and Seller acknowledge that this document has important legal consequences and each has had the opportunity to consult with legal, tax or other counsel before signing this contract.

**16. NOTICE TO BUYER.** Any notice to Buyer shall be effective when received by Buyer.

**17. NOTICE TO SELLER.** Any notice to Seller shall be effective when received by Seller.

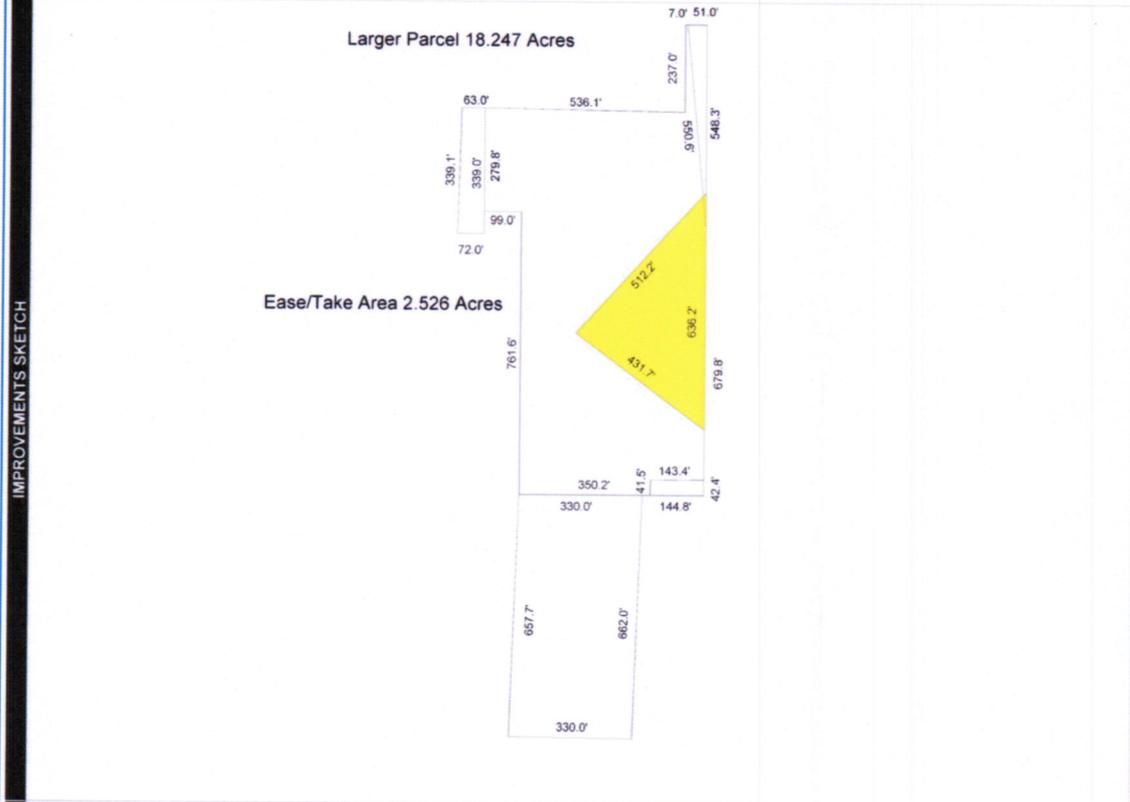
**18. MODIFICATION OF THIS CONTRACT.** No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.



# Land Sketch

## SKETCH/AREA TABLE ADDENDUM

SUBJECT	Property Address		
	City	State	Zip
	Borrower		
	Lender/Client		
	Appraiser Name		



SURVEY DESCRIPTION	<p>0019 Beginning at a point of the Tract described by Metes and Bounds as follows:                  THENCE Due West, a distance of 350.23 Feet;                  THENCE Due North, a distance of 761.63 Feet;                  THENCE Due West, a distance of 99.00 Feet;                  THENCE Due North, a distance of 279.83 Feet;                  THENCE South 89° 8' 36" East, a distance of 536.05 Feet;                  THENCE Due North, a distance of 237.00 Feet;                  THENCE Due East, a distance of 6.95 Feet;                  THENCE South 5° 19' 0" East, a distance of 550.65 Feet;                  THENCE Due South, a distance of 679.79 Feet;                  THENCE South 89° 39' 13" West, a distance of 143.37 Feet;                  THENCE South 1° 53' 6" West, a distance of 41.53 Feet to point of beginning;                  Said tract containing 12.27 acres (534286.16 sqft.) of land, more or less.                  Perimeter = 3686.03 Feet                  No significant error of closure.</p>
	<p>0017 Beginning at a point of the Tract described by Metes and Bounds as follows:                  THENCE Due East, a distance of 51.04 Feet;                  THENCE Due South, a distance of 548.28 Feet;                  THENCE Due West, a distance of 0.02 Feet;                  THENCE North 5° 18' 59" West, a distance of 550.65 Feet to point of beginning;                  Said tract containing 0.32 acres (13997.59 sqft.) of land, more or less.                  Perimeter = 1149.99 Feet                  No significant error of closure.                  Description truncated...</p>

Gary Free & Associates

APEX SOFTWARE 800-858-9958

Apz7100-w Apex2

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LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING**

**VACANT LAND / FARM AND RANCH  
CONTRACT TO BUY AND SELL REAL ESTATE**

July 3, 2013

- 1. PARTIES AND PROPERTY.** The Cities of Spanish Fork and Springville, Utah, Buyer agrees to buy, and the undersigned Seller agrees to sell, on the terms and conditions set forth in this contract, the following described real estate in the County of Utah, State of Utah, to wit:

A portion of that real property described by Deed Entry No. 10122:1969 being located in the Northeast Quarter of in Section 2, Township 8 South, Range 2 East, Salt Lake Base and Meridian, described as follows:

Beginning at a point located West 25.14 feet from the East 1/4 Corner of Section 2, Township 8 South, Range 2 East, Salt Lake Base and Meridian (Basis of Bearing= S0°26'26"E along the Section Line from the East 1/4 Corner to the Southeast Corner of said Section 2); thence West 684.36 feet; thence North 626.44 feet; thence S47°31'47"E 854.18 feet; thence S42°27'48"W 12.94 feet; thence S47°32'12"E 50.00 feet; thence N42°27'48"E 12.94 feet; thence S47°31'47"E 23.60 feet to the point of beginning. Contains: ±4.91 Acres

together with all interest of Seller in vacated streets and alleys adjacent thereto, all easements, and other appurtenances thereto, all improvements thereon and all attached fixtures thereon, except as herein excluded (collectively the Property).

Access to the seller's remaining parcel and the existing concrete irrigation ditch shall be maintained across the south side of the taking until those items create a detrimental effect to the Airport. At that time, the access and the irrigation ditch may be modified as required, but access to the property and access to the irrigation ditch will be maintained at the expense of the buyer. Portions of the taking that can be grazed without causing a detrimental effect to the Airport will be leased back to the seller.

- 2. INCLUSIONS/EXCLUSIONS.** The purchase price includes the following items:

- |                               |                                                      |
|-------------------------------|------------------------------------------------------|
| (a) Water Well.               | N/A                                                  |
| (b) Water and Mineral Rights. | N/A                                                  |
| (c) Growing Crops.            | Seller to retain any growing crops until 12/31/2013. |

- 3. PURCHASE PRICE AND TERMS.** The purchase price shall be Two Hundred Fifty One Thousand Dollars (\$251,000.00), payable in U.S. dollars by Buyer at closing.

- 4. NOT ASSIGNABLE.** This contract shall not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this contract will inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

- 5. EVIDENCE OF TITLE.** Buyer shall obtain at Buyer's expense either a current commitment for owner's title insurance policy in an amount equal to the purchase price or an abstract of title certified to a current date.

Buyer may require of Seller that copies of instruments (or abstracts of instruments) listed in the schedule of exceptions (Exceptions) in the title insurance commitment be furnished to Buyer at Seller's expense. This requirement shall pertain only to instruments shown of record in the office of the Clerk and Recorder of the designated County or Counties. The title insurance commitments, together with any copies or abstracts furnished pursuant to this Section 5, constitute the title documents (Title Documents). Seller must furnish Buyer, in writing, copies or abstracts of instruments listed in the schedule of exceptions no later than 14 calendar days after being requested.

**6. TITLE.**

(a) **Title Review.** Buyer shall have the right to inspect the Title Documents or abstract. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents or abstract shall be signed by or on behalf of Buyer and given to Seller within five (5) calendar days after receipt by Buyer of any Title Document(s) or endorsement(s) adding new Exception(s) to the title commitment together with a copy of the Title Document adding new Exception(s) to title. If Seller does not receive Buyer's notice by the date(s) specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

**(b) Matters Not Shown by the Public Records.** Seller shall deliver to Buyer, with this signed document, true copies of all lease(s) and survey(s) in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to determine if any third party(s) has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection shall be cleared by Seller. The Buyer, at its option may accept title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

**(c) Right to Cure.** If Buyer receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsection (a) or (b) above, Seller shall use reasonable effort to correct said unsatisfactory title condition(s) prior to the date of closing. If Seller fails to correct said unsatisfactory title condition(s) on or before the date of closing, this contract shall then terminate; provided, however, Buyer may, by written notice received by Seller, on or before closing, waive objection to said unsatisfactory title condition(s).

**7. DATE OF CLOSING.** The date of closing shall be no later than September 30, 2013. The hour and place of closing shall be as designated by Buyer.

**8. TRANSFER OF TITLE.** Subject to tender or payment at closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient Warranty Deed to Buyer, at closing, conveying the Property free and clear of all taxes except the general taxes for the year of closing. Title shall be conveyed free and clear of all liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not; except (i) distribution utility easements (including cable TV), (ii) those matters reflected by the Title Documents accepted by Buyer in accordance with subsection 6(a), those rights, if any, of third parties in the Property not shown by the public records in accordance with subsection 6(b), inclusion of the Property within any special taxing district, and (iii) subject to building and zoning regulations.

**9. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall be paid at or before closing from the proceeds of this transaction or from any other source.

**10. CLOSING COSTS, DOCUMENTS AND SERVICES.** Buyer shall pay, in Good Funds, closing costs and all other items required to be paid at closing, except as otherwise provided herein. Buyer and Seller shall sign and complete all customary or required documents at or before closing.

**11. PRORATIONS.** General taxes for the year of closing, based on the taxes for the calendar year immediately preceding closing, rents, water and sewer charges, owner's association dues, and interest on continuing loan(s), if any, shall be prorated by date of closing.

**12. POSSESSION.** Possession of the Property shall be delivered to Buyer on date of closing.

**13. CONDITION OF AND DAMAGE TO PROPERTY.** Except as otherwise provided in this contract, the Property and Inclusions shall be delivered in the condition existing as of the date of this contract, ordinary wear and tear excepted. In the event the Property shall be damaged by fire or other casualty prior to time of closing, Buyer shall be entitled to credit for all the insurance proceeds resulting from such damage to the Property and Inclusions, not exceeding, however, the total purchase price. Should any Inclusion(s) or service(s) fail or be damaged between the date of this contract and the date of closing or the date of possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion(s) or service(s) with a unit of similar size, age and quality, or an equivalent credit, less any insurance proceeds received by Buyer covering such repair or replacement. The risk of loss for any damage to growing crops, by fire or other casualty, shall be borne by the party entitled to the growing crops, if any, as provided in Section 2 and such party shall be entitled to such insurance proceeds or benefits for the growing crops, if any.

**14. TIME OF ESSENCE/REMEDIES.** Time is of the essence hereof. If any payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

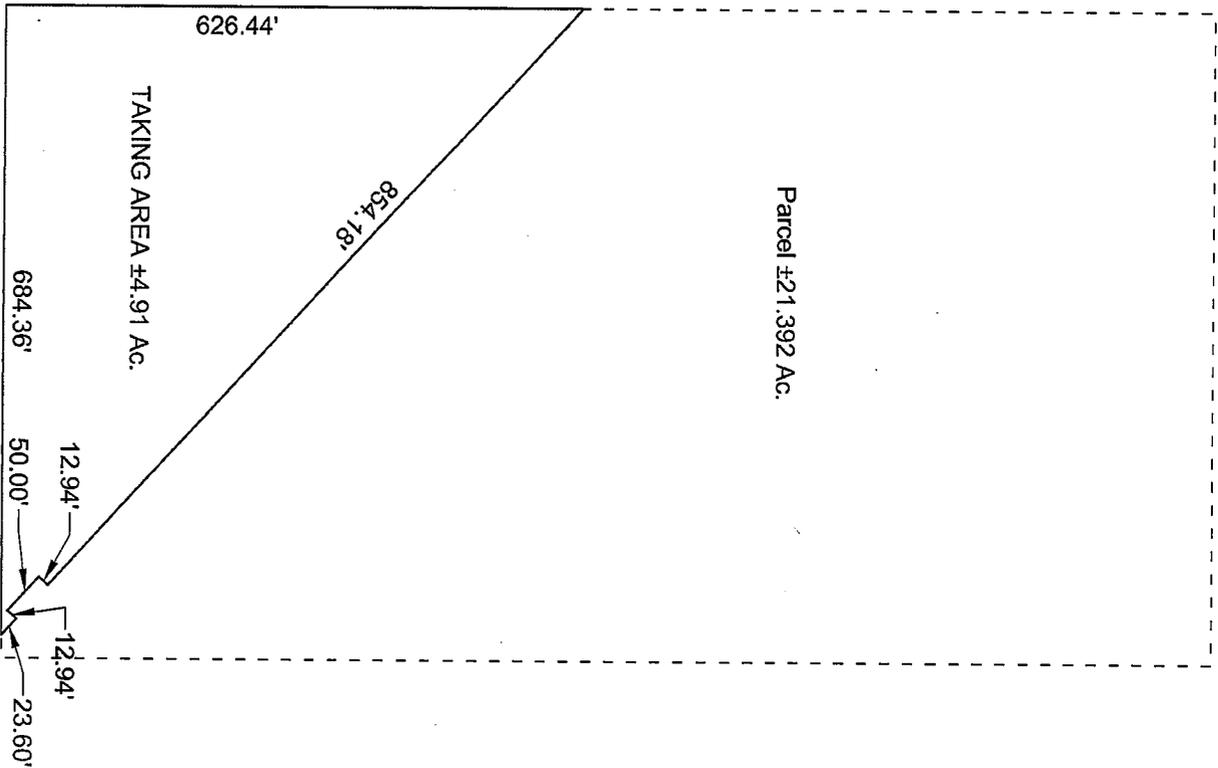
**(a) IF BUYER IS IN DEFAULT:** Seller may elect to treat this contract as cancelled, in which case all payment and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may recover such damages as may be proper, or Seller may elect to treat this contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

**(b) IF SELLER IS IN DEFAULT:** Buyer may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be returned and Buyer may recover such damages as may



LAND SKETCH

Parcel ±21,392 Ac.



Take or Easement:  
 Beginning at a point located West 25.14 feet from the East 1/4 Corner of Section 2, Township 8 South, Range 2 East, Salt Lake Base and Meridian (Basis of Bearing = S0°0'0"E along the Section Line from the East 1/4 Corner to the Southeast Corner of said Section 2); thence West 709.50 feet; thence North 1313.18 feet; thence West 684.36 feet; thence North 626.44 feet; thence S47°31'47"E 854.18 feet; thence S42°27'48"W 12.94 feet; thence S47°32'12"E 50.00 feet; thence N42°27'48"E 12.94 feet; thence S47°31'47"E 23.60 feet to the point of beginning. Contains: ±4.91 Acres

Parcel:  
 Beginning at the East 1/4 Corner of Section 2, Township 8 South, Range 2 East, Salt Lake Base and Meridian (Basis of Bearing = S0°0'0"E along the Section Line from the East 1/4 Corner to the Southeast Corner of said Section 2); thence West 709.50 feet; thence North 1313.18 feet; thence West 684.36 feet; thence North 709.50 feet; thence South 1313.56 feet to the point of beginning. Contains: ±21.39 Acres of Land, more or less. Perimeter = 4045.74 feet



www.armstrongconsultants.com  
 587 Road Avenue, Grand Junction, CO 81501 ph: 970.242.0101 fax: 970.241.1789  
 281 W. Juniper Avenue, Suite 201, Gilbert, AZ 85233 ph: 802.803.7079 fax: 970.241.1789  
 2000 Randolph Rd SE, Suite 102, Albuquerque, NM 87109 ph: 505.508.2792 fax: 505.508.2795



## STAFF REPORT

**DATE:** July 23, 2013  
**TO:** Mayor and City Council  
**FROM:** Jason Riding, Streets Superintendent  
**SUBJECT:** **MICRO SURFACING 2013-14 PROJECT**

---

### **RECOMMENDED ACTION**

Motion to approve American Pavement Preservation as the low bidder for the Micro Surfacing 2013-14 Project for various Springville City roads (see attached map) in the amount of \$471,119.45 and authorize the Director of Public Works to issue a Notice to Proceed for the project.

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

The Streets Division of Public Works has developed a comprehensive 7-year Roadway Maintenance Plan for Springville City. The plan utilizes various methods of roadway maintenance to assure the best use of funds given the specific roadway condition.

The plan uses crack sealing, slurry seals, chip seals, and asphalt overlays as methods of minor roadway surface rehabilitation. More costly maintenance techniques for severely dilapidated roadway surfaces involve asphalt overlays, asphalt grinding with asphalt replacement, and full depth reclamation with asphalt overlays.

### **DISCUSSION**

Micro Surfacing is a mixture of aggregate (small rock), asphalt emulsion, cement, and water. The asphalt emulsion serves as a binder, holding the crushed aggregate together and adhering the surface. Mixing and spreading are accomplished in one continuous operation, with the applied surface being ready for traffic within a few hours.

Micro Surfacing has been effective in extending pavement life. Its most notable features are:

- It seals out moisture over the entire pavement.
- It stops the oxidation process on the original pavement.
- It fills minor voids and depressions.
- Its comparatively low cost makes it an effective alternative in street maintenance today.

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

*August 6, 2013*

**ALTERNATIVES**

Springville City solicited bids for this project through BidSync.com, receiving the following:

American Pavement Preservation - \$471,119.45  
Geneva Rock Products, Inc. - \$526,286.84

We received a third bid, but it was non-responsive.

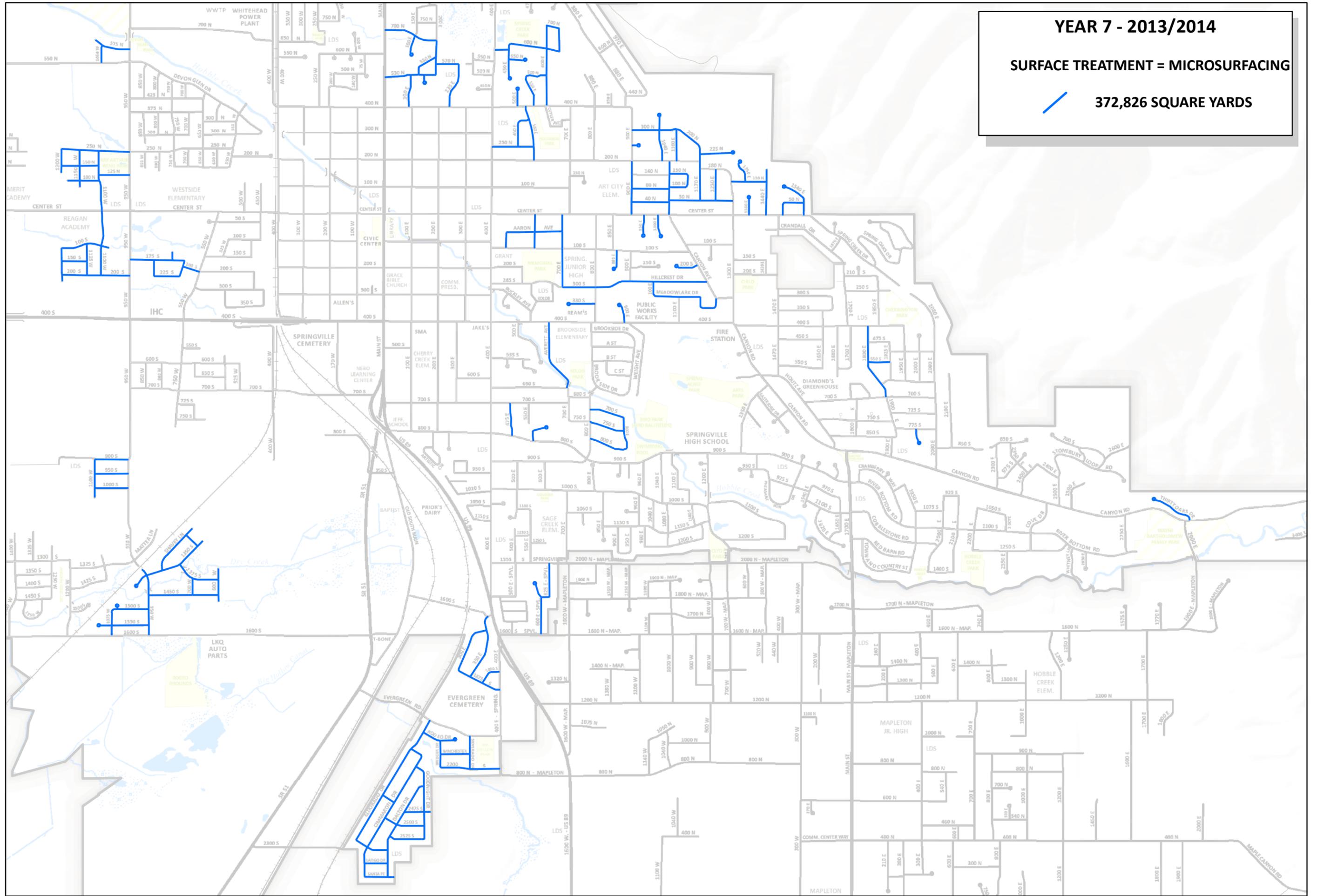
**FISCAL IMPACT**

Funding for this project will come from the C-Roads Maintenance budget  
GL# 10-4410-643

**YEAR 7 - 2013/2014**

**SURFACE TREATMENT = MICROSURFACING**

**372,826 SQUARE YARDS**





## STAFF REPORT

**DATE:** August 1, 2013  
**TO:** Honorable Mayor and Members of the Wage and Personnel Committee  
**FROM:** Troy K. Fitzgerald, City Administrator  
**SUBJECT: FACILITY USE POLICY**

---

### MOTION

A Motion to adopt the updated Springville City Facility Use Policy and to enact Resolution #\_\_\_\_ establishing fees for the use of certain facilities.

ROLL CALL VOTE REQUIRED.

### BACKGROUND

In early 2011, the City Council adopted a Facility Use Policy. About a year later the policy was amended to include the rental spaces in the new library. Following two years of rentals, staff has experienced a broad array of rentals. This updated policy proposes some alterations to the policy and brings the Civic Center and Museum all under the same policy.

### DISCUSSION:

The attached policy details the process for renting City facilities and it has been updated to bring the Civic Center and the Museum all under the same policy. The policy captures actual costs for non-profit groups and seeks a profit back for commercial or for profit groups that seek use of the facilities. The policy continues to allow for “in kind” donations and service to cover the fees. City programs will be scheduled first, and then rental times can be scheduled three to four months in advance. The scheduling date will be longer in the museum.

The policy attempts to simplify the process by making all similar rooms the same cost. For example, the multi-use room at the Library, the multi-use room at the Civic Center, the Fire Station Training Room and various museum galleries are all billed at the same price. Instead of charging a cleaning fee based upon attendance, the fee is charged based upon the size of the room. Additional service fees are clearly spelled out in the policy.

In the first iterations of the policy, costs were kept down by allowing people to set-up rooms on their own. This has resulted in excessive wear and tear to equipment and people holding over

longer than their assigned rental periods. As a result, staff looked closely at the actual times and costs associated with renting the facility. The current resolution has costs for renting the library multi-use space during open hours at \$25 for non-profit and \$50 in a for profit situation. As shown in the chart below, no time was allotted for set-up and take-down. Also, the impact of arranging rentals and monitoring rentals was underestimated. While the cost increase is significant, staff strongly recommends alterations to allow rentals to occur without impacting the service levels of the Department’s primary mission.

	<u>Current</u>		<u>Proposed Service Level</u>	
Arrangement/Contracting	0.33	\$7.49	0.4	\$9.08
Set-up Expenses	0	\$0.00	0.33	\$7.49
Monitoring	0.2	\$4.54	0.5	\$11.35
Take-down	0	\$0.00	0.33	\$7.49
Clean-up	0.5	\$5.50	0.5	\$5.50
Wear and Tear/Replacement	1.6	\$5.92		\$5.92
Management/Overhead	0	\$0.00	0.1	\$3.20
Total Estimated		<b>\$23.45</b>		<b>\$50.03</b>
For profit rental (40% return)		<b>\$32.83</b>		<b>\$70.04</b>

The proposed fee chart:

<b>SPRINGVILLE CITY FACILITY FEE SCHEDULE</b>			
<u>City Facility</u>	<u>Class III</u> Market Cost	<u>Class II</u> Discounted Cost	<u>Additional Cleaning Fee for Food Use</u>
Arts Shop, Civic Center Multi-use and Library Multi-use, Council Chambers, Various Museum Galleries or Fire Station Training Room during business hours	\$70 per hour  (1.5 hour minimum rental)	\$50 per hour  (1.5 hour minimum rental)	\$20
Arts Shop, Civic Center Multi-use, Senior Center and Library Multi-use, Various Museum Galleries or Fire	\$125 / hour  (1.5 hour minimum rental)	\$90 / hour  (1.5 hour minimum rental)	\$20

Training Room AFTER business hours			
Park Pavilion (Non-Canyon)	\$75 per event (4 hr block)	Free - not reserved \$50 reserved (4 hr)	
Soccer Field*	\$18 per hour	\$12.00 per hour	
Baseball Field*	\$25 per hour	\$18.00 per hour	
Softball Field *	\$25 per hour	\$18.00 per hour	
Softball Field (with Lights)	\$45 per hour	\$30.00 per hour	
Park Open Space* (not defined field)	\$15 per hour	\$10.00 per hour scheduled	
Arts Park Stage (ticketed event)	\$500 per event plus 10% of ticket revenue (8 hrs)	\$200.00 per event (8 hour block)	
Arts Park Stage (non-ticketed event)	\$200 per event plus (4 hrs)	\$100.00 per event (4 hour block)	
Library Board Room, Civic Center Executive Conference Room, or Museum Conference Room during Business Hours	\$45.00 per hour	\$30.00 per hour	\$5.00
Library Board Room, Civic Center Executive Conference Room, or Museum Conference Room AFTER Business Hours	\$90.00 per hour	\$65.00 per hour	\$5.00
Library Upstairs during Business Hours	\$370.00 for a 3 hour block \$55.00 for each additional hour	\$265.00 for a 3 hour block \$40.00 for each additional hour	\$45.00
Library Upstairs AFTER Business Hours	\$560.00 for a 3 hour block \$115.00 for each additional hour	\$400.00 for a 3 hour block \$80.00 for each additional hour	\$45.00
Museum AFTER Business Hours Rental	<b>ALL USERS</b> \$1050.00 for a 5 hour block	<b>Springville Residents</b> \$840 for a 5 hour block	\$85.00

	\$130 for each additional hour	\$100 for each additional hour	
Sculpture Garden AFTER Business Hours	<b><u>ALL USERS</u></b> \$950.00 for a 5 hour block \$125 for each additional hour	<b><u>Springville Residents</u></b> \$760 for a 5 hour block \$100 for each additional hour	\$45.00

These charges are still in line with area rental rates.

Provo City Hall can be rented with \$150 deposit, a \$15 per hour set-up fee, \$50 for the first 2 hours and \$10 each additional hour during working hours. The Provo library charges \$60 during open hours and \$90 after 6:00 p.m. for their large meeting room.

The Orem Friendship Center multi-purpose room is rented for \$60 per hour and \$75 per hour for commercial enterprises.

The Spanish Fork Fairgrounds large room rents for \$150 for six hours. Their “meeting room” is \$35 per hour with no food allowed.

**ALTERNATIVES**

The Council could limit use of facilities to City uses. The Council could also make the policy more or less restrictive.

**FISCAL IMPACT**

The current fiscal impact is unknown, higher costs will result in more revenue per rental, but rentals may decrease.

Troy K. Fitzgerald  
City Administrator

**Resolution No. \_\_\_\_\_**

**A RESOLUTION ADOPTING FEES FOR FACILITY USE.**

**WHEREAS**, Springville citizens and interested groups desire to utilize city facilities when those facilities are not otherwise being used by the City programs; and

**WHEREAS**, said proposed fees and charges have been prepared and presented to the City Council, and the City Council has determined that the said fees and charges are reasonable and necessary and directly related to the expenses associated with allowing outside groups the use of City facilities and fields.

**NOW, THEREFORE**, be it resolved by the City Council of Springville City that the fees and charges for the use of City facilities will be as follows:

<b>SPRINGVILLE CITY FACILITY FEE SCHEDULE</b>			
<b><u>City Facility</u></b>	<b><u>Class III</u></b> Market Cost	<b><u>Class II</u></b> Discounted Cost	<b><u>Additional</u></b> <b><u>Cleaning Fee</u></b> <b><u>for Food Use</u></b>
Arts Shop, Civic Center Multi-use and Library Multi-use, Council Chambers, Various Museum Galleries or Fire Station Training Room during business hours	\$70 per hour  (1.5 hour minimum rental)	\$50 per hour  (1.5 hour minimum rental)	\$20
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Sculpture Garden AFTER Business Hours	<b><u>ALL USERS</u></b> \$950.00 for a 5 hour block \$125 for each additional hour	<b><u>Springville Residents</u></b> \$760 for a 5 hour block \$100 for each additional hour	\$45.00

**\*Field Space can be reserved for the day for the equivalent of 4 one-hour rentals.**

Service	Fee
Police Coverage	\$66.75 / hour / officer
Field Set-up	\$39.00 / employee / hour

Utilization of available audio/visual systems (includes 10 min /hr of technical assistance)	\$15.50 / hour
Assistance with City-owned a/v systems	\$69.50 / hour

City employees and staff are directed to collect such fees and charges as are prescribed herein except as adjusted in accordance with the City Facility Use Policy or other action of the Council.

Passed by the City Council of Springville City this \_\_\_\_ day of \_\_\_\_\_, 2013. This resolution becomes effective on the day following the date of adoption.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Venla Gubler, City Recorder

**SPRINGVILLE CITY FACILITY USE POLICY**

**Purpose**

The primary use of Springville City facilities shall be for the City’s programs and residents’ use. All other uses shall be deemed secondary. Springville City buildings and grounds are civic facilities and may be used by Springville City residents for appropriate activities, subject to the requirements and restrictions set forth herein. Each facility or field has a responsible Director. Each facility director or his/her designee (herein referred to as “Director”) is responsible for the implementation and administration of this Policy, including the determination and assignment of the appropriate classification under the Class Definitions of each person or entity that wants to use a City facility, the collection of funds pursuant to the Fee Schedule and this Policy, and assuring compliance with the Rules and Regulations. Individuals or groups using City facilities and grounds are subject to facility use Rules and Regulations contained herein and in the Facility Use Agreement.

**Definitions**

**Applicant:** The entity or individual that submits an applicant for the use of, or anyone that actually uses, one of Springville City’s facilities or grounds.

**Class Definitions:** Describes the types of users (classes) who may use Springville City facilities.

**Fee Schedule:** Lists rental and use information, including additional costs associated with the type and intensity of the Applicant’s desired use of the facility.

**Rules and Regulations:** Contains detailed conditions, rules, and regulations governing the use of Springville City facilities. Additional rules and regulations may exist for specific fields and facilities regarding conditions of use.

**Business Hours:** Business hours are Monday to Friday from 9 am to 5 pm. City holidays are excluded from Business Hours and will be billed as evening/weekend use.

**Class Definitions**

1. **Class I - Springville City Use:**

Springville City groups shall be subject to the City’s internal policies, procedures, rules, and regulations. Groups include, but are not limited to:

- Activities and programs sponsored and administered by the Springville City departments.

- Springville City departments conducting staff development, in-service training, or other job-related training classes for City personnel and at the request of the department director.
- Activities and programs conducted by Springville City under the direction of a Director, City Administrator, Mayor or City Council.

Note: All City activities must have the express approval of the Director and the City Administrator. Money transacting activities are overseen by the City and all money must go through the City's finance department in accordance with applicable City accounting and finance policies and procedures.

**(Fees, if any – Per City Regulations)**

## 2. **Class II – Non-Commercial Use:**

This classification applies to those individuals, organizations or groups that fall under one of the following definitions:

- Those organizations or groups that are organized for the welfare of City residents, for charitable purposes, or purposes that are for the betterment of the community. These organizations operate primarily on unpaid volunteer help (i.e., charitable, civic, government or religious organizations).
- Private functions and events, such as family reunions, weddings, dinners, holiday celebrations, and other such activities.
- Educational institutions, government entities, political groups, and others whose purpose is to provide information and instruction to the general public.

**(Fees – Per Fee Schedule.** Fees for Class II use will be discounted to cover the City's actual costs, which include personnel costs associated with supervision and security necessary for the activity, facility upkeep costs and utility costs).

## 3. **Class III – Commercial/Market Use:**

This classification shall apply to any commercial profit organization or any other group that either: (a) conforms with the following definition; or (b) does not fall within the Class II user definition. The primary determinant for this classification is the corporate structure of the user. This classification applies primarily to organizations or groups whose motives, objectives and/or operational structure are:

- to make a profit, even if some of this profit is remitted for non-profit objectives;
- operate primarily on paid personnel; and/or
- charge admission and/or participation fees, the proceeds of which will fund operating costs or paid personnel wages.

**(Fees – Per Fee Schedule)** The purpose and objective of charging fees to groups in Class III is to collect an approximate fair market rental value for the use of City facilities. Such fees should adequately cover the City's actual costs, which include personnel costs associated with supervision and security necessary for the activity and utility costs, and include an additional amount to be used by the City for the improvement of City facilities).

### **Priority of User Groups**

Emergency or unforeseen circumstances that require the use of City facilities by Springville City will take precedence over any prior scheduled use. Request for facility usage will not interfere with any City activity, event, function, or purpose and may be denied if the request is determined to be inadvisable.

Class I - Reservations accepted up to one calendar year in advance of the rental date, except in those cases where the desired facility has a set annual activity or program scheduled.

Class II & III – Reservations accepted three months in advance of the rental date for use during business hours; four months in advance of rental date for evening and weekend use. Individual area may allow rentals to be scheduled longer in advance per their building policy.

<b>SPRINGVILLE CITY FACILITY FEE SCHEDULE</b>			
<b><u>City Facility</u></b>	<b><u>Class III</u></b> Market Cost	<b><u>Class II</u></b> Discounted Cost	<b><u>Additional</u></b> <b><u>Cleaning Fee</u></b> <b><u>for Food Use</u></b>
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**\*Field Space can be reserved for the day for the equivalent of 4 one-hour rentals.**

**Contracted Uses**

Some organizations, particularly those that have historically used City Facilities, may have contracts in place for the utilization of facilities that are separate and distinct from the policies set forth herein.

## **RULES AND REGULATIONS**

### **Director Responsibilities**

The Director is responsible for the implementation and administration of this City Facility Use Policy. The Director, or his designee, is responsible for the scheduling and oversight of all activities that utilize the City buildings, facilities and grounds. While discharging this responsibility, the Director shall do the following:

- Arrange City personnel to provide supervision, security and protection of all City property.
- Assign the activity to the proper classification under the Class Definitions and assign new classifications when additional space becomes available.
- Collect the appropriate rental and use fees pursuant to the Fee Schedule, Additional Fees and this policy.
- Assure compliance with the Rules and Regulations.
- Assure that signed documents and proper insurance is in place prior to rental.
- Assure compatibility of the proposed activity and the City facility being requested.
- Submit a time card, hours for personnel costs.
- The Buildings and Grounds Director shall use surplus rental funds for the improvement and maintenance of City facilities in accordance with the City Council approved annual budget.

### **City Co-Sponsored Activities**

Generally, the City does not co-sponsor special events or other activities. Receipt of a grant from Springville City or any other government agency does not result in City co-sponsorship.

### **Waiver of Fees**

The City shall not waive any fees for an Applicant's use of a City facility. However, an applicant may propose alternative consideration in lieu of any required fee that benefits Springville City in an amount equal to the required fee as determined by the City. Any alternative consideration given in lieu of paying actual facility use fees must be approved by a facility use committee that shall be composed of the Director and the Buildings and Grounds Director. All alternative consideration must be documented in

the Facility Use Agreement and will cover soft costs only. Soft costs include City labor costs, utilities, repair and replacement costs, etc. Soft costs do not include costs actually incurred to Springville City.

### **Facility Use Agreement**

A Facility Use Agreement, prepared by and containing such terms and conditions as deemed reasonable and appropriate by the City, shall be signed between the sponsoring group or individual and the Director. No Facility Use Agreement shall have a term that exceeds one year. A Facilities Use Agreement is required for all uses under Class II and Class III in accordance with the following:

- Fees will be charged in accordance with the Fee Schedule and this policy.
- Additional fees will be charged for use of special equipment, additional services, and personnel. These fees will be determined by the Director and incorporated into the Facilities Use Agreement.
- If a food area, snack bar or any other similar facility is used for food service or preparation, the Applicant must ensure that the person possesses any necessary licenses or permissions from the applicable government agencies. .
- Applications for special events must be submitted at least two (2) months in advance of the activity, and all other applications for facility use must be submitted at least two (2) weeks in advance of the desired use. The Facilities Use Agreement, Certificate of Insurance, and full payment of rental and use fees must be received before the event is placed on the calendar.
- The facility shall be left clean and in the same condition as the Applicant or individual found them.
- Individual facilities may have specific rules and regulations for their facility. These rules will be incorporated as part of the Facility Use Agreement.

### **Deposits**

Depending upon the type of activity, the facility to be used, the number people involved, and other relevant factors, the Director has the discretion and right to require a security/cleaning deposit to cover any unexpected costs in the event of property damage, property loss and/or clean-up. The amount of the security/ cleaning deposit shall be determined by the Director. Deposit amounts shall be consistently charged based upon uses.. Following the event, the Director shall then assess if there is any property damage, property loss, and clean-up associated with the activity. If there is no property damage, property loss, or clean up, the deposit shall be returned. If there is any damage to the premises, property damage, property loss, and/or clean-up, the Director shall ascertain the costs of such and may utilize the deposit to cover such costs. A written itemized accounting of the property damage, property loss, and/or clean-up costs shall be provided by the Director to the Applicant along with a check for the excess amount or a bill for payment for the deficient amount. The foregoing matters concerning a security/cleaning deposit shall be accomplished by the Director in a timely manner.

### **Insurance**

All entities or individuals using City facilities must comply with these insurance requirements.

- For all special events and/or hazardous activities and as deemed necessary by the Director, City Administration and/or the City’s insurer, the City requires a Certificate of Insurance providing \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for general liability/property damage insurance coverage, which includes personal injury, property damage, and property loss, with “Springville City and its Elected Officers, Appointed Officers, Employees and Volunteers” named as an additional insured. (Form CG 10 20 may be required to accompany the Certificate of Insurance).
- Based upon the type of activity and number of people for which the Applicant wants to use a City facility, the Director shall have the right to require a greater amount of insurance coverage than the insurance limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for general liability/property insurance.
- The Applicant will procure and maintain full insurance coverage during the entire activity.
- Responsibility for paying for and obtaining such insurance coverage rests solely with the Applicant.

**Additional Expenses**

The costs set forth herein are to rent the facility only. Additional charges may apply for other services such as providing police coverage, preparing fields, and audio-visual services. A basic set-up fee is included in the rental amounts. For set-up outside of standard, offered arrangements, the Director MAY agree to alternative arrangements with additional costs.

Service	Fee
Police Coverage	\$66.75 / hour / officer
Field Set-up	\$39.00 / employee / hour
Utilization of available audio/visual systems (includes 10 min /hr of technical assistance)	\$15.50 / hour
Assistance with City-owned a/v systems	\$69.50 / hour

**Food Fee**

When food will be served at any indoor event, an additional cleaning fee will be charged at the rate of \$11.35 per 1,000 square feet of the facility rounded to the nearest \$5.00.

**General Provisions**

- All activities must be compatible with the City facility being used. Activities that are not compatible with the type of use typically associated with the City facility are not permitted.
- It shall be the responsibility of the Applicant to assure that only authorized portions of the City facilities are used and the premises are vacated as scheduled. All functions shall promptly close by 10:00 p.m., unless special permission is secured in advance from the Director and is included in the facility rental agreement.
- The City assumes no liability for personal injury or property loss or damage. Applicants are solely responsible for any and all claims, damages, liabilities, costs, and expenses (including attorney's fees) arising out of or in any way associated with the activity. In addition, the Applicant shall defend, hold harmless, and fully indemnify the City of any and all such claims, damages, liabilities, costs, and expenses.
- Applicants must follow all necessary requirements and procedures for holding a special event in a Springville City facility.
- 
- Applicants shall provide sufficient, competent adult supervision (at least 21 years of age) at all times for the duration of the activity.
- Applicants shall not discriminate against individuals because of race, color, gender, age, religion, nation origin, disability or any other legally protected classification.
- The Applicant shall pay for all damages to the building, equipment, or grounds which occurred during the activity and all associated repair costs.
- The Applicant will insure that the City facilities remain a drug-free, smoke-free, and alcohol-free place.
- Profane language, quarreling, fighting, and gambling are prohibited activities on City property.
- It is the responsibility of the Applicant to ensure that the sale of food and/or drink has been approved.
- No animals except those, which are trained to assist the disabled, will be allowed inside City facilities, unless the facility is designated for animal use or the Director approves animals on the facility for a special event.
- All activities shall comply with any and all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the Americans with Disabilities Act (ADA).
- The City will not participate in advertising of any commercial activities or programs.
- Drapes, hangings, curtains, drops and all decorative materials used within or upon City buildings shall be made of non-flammable material, and all materials used must be approved by the State Fire Marshall. No open fires, flames, or lighted candles shall be permitted.
- All drawers, cupboards, closets, and other such areas in the City facility are off-limits and shall not be opened.
- Applicants shall ensure that no alteration is made to premises of a City facility.
- Only those City facilities listed in the Fee Schedule are available for rent.
- Applicants shall follow all local, state and federal laws in using City facilities.

**Note: Any violation of these Rules and Regulations shall be sufficient for denying further use of City property and facilities to any individual or organization.**



## STAFF REPORT

**DATE:** August 1, 2013  
**TO:** Honorable Mayor and City Council  
**FROM:** Alex Roylance, Director of Buildings and Grounds  
**SUBJECT:** CHAMBER OF COMMERCE EVENTS AT CIVIC CENTER PARK

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### **RECOMMENDED MOTION**

Motion to allow the City to enter into an agreement with the Springville Chamber of Commerce to hold events on the Civic Center property on certain Saturdays in 2013 and 2014.

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

Does the City wish to allow fundraising activities or activities for commercial gain on public property? Does the City wish to support the Chamber of Commerce in their venture to hold a weekend event on the Civic Center Park?

### **BACKGROUND**

It has been the City's policy to not allow fundraiser events or commercial enterprises to use City property for their gain. The only exception has been the Arts Park, where we have allowed vendors attached to special events. The City has felt that utilizing City property for commercial gain or fundraising may not be in the best interest of the residents and could present a conflict of interest problem.

The City has allowed special events to occur on City properties where fees are collected to enter or participate in the event. However, in most of these cases, the fees are collected away from City property before the event occurs and items are not sold during the event.

### **DISCUSSION**

The Springville Chamber of Commerce has asked the City, through a Special Events Permit application, to be allowed to hold a weekend event at the Civic Center Park. It is proposed that the event would include the following:

- Vendors in tents that would sell merchandise during the event. The Chamber has proposed that preference would be given to Springville businesses. However, businesses from outside of Springville would also be welcomed. Vendors would be charged a fee for their tent space and then allowed to sell from that space.
- Some sort of entertainment on the site during the event.
- The event would be held on pre-scheduled dates and times in accordance to an agreement with the City.
- The Chamber has stated that there would be up to 30 vendors at a time for the event.

***CITY COUNCIL AGENDA***

*Meeting Date*

- The event would require electrical outlets to be set up, portable restrooms. Additional trash pickup, City personnel to monitor the event, possible security, and City staff to clean up after the event could become necessary. If these items become necessary, the Chamber would cover all cost associated.

The Chamber of Commerce presented this idea to the Parks and Recreation Board during the March 2013 Board meeting. The Board discussed the issue during their April 2013 meeting and arrived at the following recommendations:

- The Chamber of Commerce would need to pay all costs to the City (overtime, electrical setup, trash pickup, police presence, etc.).
- The event would be allowed for one year on a trial basis. If successful, the event could continue. If not successful, no more such events would be allowed.
- The City would create a policy that would cover such events on City property so that City properties did not become places of business.
- The City would set any parameters and controls on the event that they felt were in the best interest of the City. The City would also have control over the amount of vendors that would be allowed for each Friday.

The Parks and Recreation Board was generally supportive of an event that focused on Springville business and supporting those businesses. The Board was less supportive of an event that might involve non-Springville businesses. The Board also expressed concern about how Springville businesses that are not members of the Chamber of Commerce might be represented and how the City could respond to a similar request from those businesses. It seemed possibly inappropriate for the City to not support all businesses on the same level.

### **ALTERNATIVES**

- Support the proposal from the Chamber of Commerce.
- Do not support the proposal from the Chamber of Commerce.
- Develop a City sponsored function that would promote local businesses.

### **FISCAL IMPACT**

The proposal could result in overtime hours for Parks, Police, and Solid Waste staff to support the event. This overtime may or may not be budgeted. Time from the Electrical Department would be needed to install and return electric pedestals. Impact on the park might result in increased maintenance costs of aerating and fertilizing to keep the grounds healthy. Possible impacts on the new water feature are unknown at this time.

### *Name*

Name: Alex Roylance

Title: Director of Buildings and Grounds

Attachments: Agreement between the City And the Springville Chamber of Commerce

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

*Meeting Date*

cc:

# Event Agreement

## AGREEMENT

This Agreement (“Agreement”) dated effective as of this \_\_\_\_ day of June, 2013, is between the City of Springville, a Utah Municipal Corporation, (“City”), 110 South Main Street, Springville, Utah 84663 and the Springville Chamber of Commerce (the “Chamber”), 717 North Main Street Ste. 207, Springville, Utah 84663.

## I. BACKGROUND

A. In an effort to promote Springville businesses and provide entertainment for Springville residents, the parties desire to institute an event that will be held once a month in the summers of 2013 and 2014. The event will include entertainment, food, and vendor booths from local businesses and residents (the “Event”).

B. The Chamber desires to organize and operate the Event.

C. The City desires to provide its Civic Center open space and grounds for the Event.

NOW THEREFORE, In consideration of the terms and conditions set out herein the parties agree as follows:

1. **Event Dates & Times.** The Event will take place in the months of July, August, and September of 2013 through 2014, from approximately 8:00 a.m. to 8:00 pm. The Event dates are:

- August 24, 2013
- September 21, 2013
- July 12, 2014
- August 9, 2014
- September 20, 2014

The Event dates in September shall be held in conjunction with the City’s Heritage Days. The Chamber and its authorized entertainment, food, and business booths may begin setting up for the Event at 6:00 pm the day before the date of the Event. The Event must be cleaned and cleared from the Grounds (as defined below) by 11:00 pm the night of the Event.

2. **Term.** The term of this Agreement shall commence on the first date written above, and shall end on September 30, 2014.

3. **Termination.** The Agreement may be terminated by either party by providing the other party a twenty (20) day written notice of termination.

4. **Premises.** The Event shall take place on the grounds of the Civic Center, as designated on the map attached as Exhibit A (the “Grounds”).

5. **City's Responsibilities.** The City agrees to do the following:

- a. Provide adequate facilities on the Grounds for electricity and trash for the Chamber and its authorized entertainment, food, and vendor booths.
- b. Promote the Event on its municipal website and in the lobby of its Civic Center.

6. **City Representative.** As a city event, the City designates the Recreation Department Director (the "Director") as the overseer of the Event. Each Event organized and operated by the Chamber, as defined by this Agreement, shall be authorized prior to the date of the Event by the Director.

7. **Chamber's Responsibilities.** The Chamber agrees to organize and operate the Event. This includes, but is not limited to, collecting applications and fees for use of entertainment, food, and vendor booths, organizing and approving booth locations, providing an adequate number of staff to run the Event, and cleaning after the Event. The Event shall be limited to 30 vendor booths. As part of operating the Event, the Chamber shall do the following:

- a. Promote and incur all the costs of promoting the Event.
- b. Allow the City to operate its own booth(s) for no charge.
- c. Obtain all necessary mass gathering permits required by Utah County.
- d. Contract, transport, and provide additional restroom facilities as needed and/or required by the City or the County for the Event.
- e. Maintain a clean, safe, and attractive environment for the Event.
- f. Clean the Grounds and remove all refuse and debris from the Grounds during and following each Event.
- g. The Chamber agrees to maintain a family friendly environment. There shall be no businesses providing or promoting alcohol, tobacco, illegal behavior, or adult-oriented merchandise. The Chamber shall be responsible to ensure that none of the booths or the entertainers plays music that would be deemed objectionable according to local standards. On the first offense, the Chamber shall require that the music is turned off. On a subsequent offense, the Chamber shall close the booth or end the entertainment for the duration of the Event or until such time as designated by the Director.
- h. The Chamber shall maintain records of the entertainment, food, and vendor booths that include the name, address, and telephone number of the business, and the fees collected by the Chamber for the Event. The Director shall have free access to the records upon request.

i. The Chamber agrees to hold the City and its officers, employees, agents, representatives, and all others acting on its behalf harmless from any and all liability and shall defend and indemnify the City and its officers, employees, agents, representatives, and all others acting on its behalf for any claims for damage to property or injury to persons arising from the negligence of the Chamber and its employees, agents, volunteers, or other people associated with the Chamber under the terms of this agreement.

8. **Chamber Fees.** As consideration for organizing and operating the Event, the Chamber shall have the right to retain all fees for vendor booths and other authorized fees collected by the Chamber.

9. **Promoting the Event.** The City and the Chamber agree to allow each party to use each other's names, logos and seals for the sole purpose of promoting the Event. The parties shall not alter the names, logos, or seals of the other in the course of promoting the Event. The City reserves the right to approve all promotional concepts and materials, which the Chamber wishes to use. Under no circumstances will promotions which reflect unfavorably on either party, or which are prohibited or restricted by law, rule, regulation, or executive order, be approved by the City.

10. **Additional Services.** The Chamber and the City will agree to a mutually agreeable amount for services including, but not limited to, electricity, trash, and police.

11. **Third Parties.** Nothing in this Agreement shall be construed to place the parties in relationship of partners or joint ventures or agents, and the Chamber shall have no power to obligate or bind the City in any manner whatsoever.

12. **General Provisions:**

a. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah.

b. **Binding Effect.** This Agreement shall be binding on the parties and their respective heirs, successors, and assigns.

c. **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.

d. **Severability.** Any provisions of this Agreement prohibited by law, or found in to be invalid by any court or agency having jurisdiction thereof, shall be ineffective to the extent of such prohibition or invalidity, without in any way invalidating or affecting the remaining provisions of this Agreement.

- e. **Assignment.** Neither party shall assign or transfer its rights, nor delegate its obligations under this Agreement to any third party without prior written approval of the other party which may be withheld for any or no reason.
- f. **Entire Agreement.** This Agreement constitutes the entire Agreement and understanding of the parties hereto and cancels, terminates, and supersedes any prior Agreement or understanding relating to the subject matter hereof between the parties relating to promise, agreements, warranties, covenants or undertakings other than those contained herein.
- g. **Headings.** The headings and captions contained in this Agreement are for convenience only and shall not be considered in interpreting the provisions hereof.
- h. **Approval.** This Agreement shall not be valid or binding in any way upon the City until fully executed by the City's authorized representative appearing below.
- i. **Amendment.** This Agreement shall not be amended or modified except by written document signed by the party to be charged with such amendment or modification.
- j. **Waiver.** No failure to exercise, delay in exercising or single or partial exercise of any power, or remedy by any party hereto shall constitute a waiver thereof or shall preclude any other or further exercise of the same or any other right, power or remedy.
- k. **Force Majeure.** Neither party shall be responsible to the other for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage or any cause beyond the reasonable control of the party.
- l. **Notice.** 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 the delivery; if sent by special courier, on the third (3<sup>rd</sup>) day after deliver to the courier; if mailed, on the later of the date of receipt or the third (3<sup>rd</sup>) day after deposit thereof in the United States Mails; and if sent by telefax, on the date that the telefax is acknowledged as received.

IN WITNESS WHEREOF, the parties have executed this Agreement as Springville, Utah, the date first written above.

SPRINGVILLE CITY

BY: \_\_\_\_\_  
Wilford W. Clyde, Mayor

Attest:

\_\_\_\_\_  
City Recorder

SPRINGVILLE CHAMBER OF COMMERCE

BY: \_\_\_\_\_  
\_\_\_\_\_, President



## STAFF REPORT

**DATE:** July 12, 2013

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

**FROM:** Garrett Wilcox, BYU legal extern; John Penrod, City Attorney

**SUBJECT:** **CONSIDERATION OF REGISTERING CITY SERVICE MARKS.**

### **RECOMMENDATION**

Motion to Approve authorizing the Mayor to sign applications to register various city service marks including “Art City” and the City Logo.

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

Objective 3 of Section 8.7 of the Springville City General Plan states the City’s continued desire to enhance the “Art City” image. Additionally, Objective 1 of Section 9.8 of the Springville City General Plan expresses the city’s desire to improve Springville’s economic image by creating a marketing strategy to promote job creation and quality of life advantages.

### **BACKGROUND:**

Both State (Utah Code Title 70) and Federal law (United States Code Title 15, Chapter 22) allow entities to register trademarks and service marks. By registering marks at the State or Federal level, the registering party is entitled to certain legal protections. In addition to putting other entities on notice of the use of trademarks or service marks by the registering party, the registering party also receives certain benefits in instances of litigation including shifting the burden of proof to the opposing party and that ability to recover attorney’s fees. By registering at the federal level, the registering party is entitled to nationwide protection, whereas registering at the State level only provides statewide protection.

Other cities have already moved ahead by registering their service marks to protect their community identities and their city brands. For instance, Cedar City has registered “Festival City, USA” to protect an important aspect of its identity and brand. Other cities like Brigham City and Orem City have registered marks related to their summer city celebrations. And Park City has registered its city logo. In Utah, most cities have opted only to pursue state service mark protection. However, cities in other states have pursued federal service mark protection.

If Springville City registered “Art City” at the State level, it would not only protect its identity as “Art City,” but it would also provide protection for “Utah’s Art City” and “Art City Days.” If Springville City chose to register at the federal level, “Art City” would likely not be accepted as it might be deemed too similar to current registered marks. However, it likely would be able to register “Utah’s Art City” and “Art City Days.”

### **CITY COUNCIL AGENDA**

**ALTERNATIVES:**

Do not trademark “Art City,” “Utah’s Art City,” “Art City Days,” and the City Logo.

**FISCAL IMPACT:**

Each mark may be registered with the state for a period of five years for \$50, and may be renewed at least six months before expiration. To protect the “Art City” and city logo for five years, it would cost a total of \$100. Each renewal would also cost \$100.

Each mark may be registered with the federal government for five years for \$325. The first renewal period is for five years, however each successive renewal period is ten years. Renewing a mark costs \$400. To protect “Utah’s Art City,” “Art City Days,” and the city logo for the first five years would cost \$975. To renew the three marks for the successive renewal periods would cost \$1200.

Attachments:      Examples of other Municipal Service Marks  
                         Application for State Trademark or Service Mark Registration