



CITY COUNCIL MEETING

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on August 1, 2006**.

AGENDA ITEMS:

1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITIONS:

- a. Pledge

2. PUBLIC COMMENTS:

Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comment will be limited to three minutes per person. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing. The Mayor or Council may restrict the comments beyond these guidelines.

3. CONSENT ITEMS:

These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.

- a. [Minutes of Spanish Fork City Council Meeting – July 18, 2006](#)

4. NEW BUSINESS:

- a. [Wasatch Wind Meteorological Tower Lease – Christine Mikell](#)
- b. [Real Estate Contract Thomas Family](#)
- c. [NRCS Trail Grant Amendment](#)

5. OLD BUSINESS:

- a. [Parks & Recreation Reservoir Pavilion](#)

6. OTHER BUSINESS:

- a. [Executive Session If Needed – To be Announced in the Motion](#)

ADJOURN:

Notice is hereby given that:

- In the event of an absence of a quorum, agenda items will be continued to the next regularly scheduled meeting.
- By motion of the Spanish Fork City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed executive meeting for any of the purposes identified in that Chapter.

SPANISH FORK CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. The public is invited to participate in all Spanish Fork City Council Meetings located at 40 South Main St. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at 798-5000.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

Tentative Minutes
Spanish Fork City Council Meeting
July 18, 2006

Elected Officials Present: Mayor Joe L Thomas, Councilman Chris C. Wadsworth, G. Wayne Andersen, Steven M. Leifson, Matt D. Barber

Staff Members Present: Seth Perrins, Assistant City Manager; Richard Heap, Public Works Director; Dale Robinson, Parks and Recreation Director; Dave Anderson, City Planner; Dave Oyler, City Manager; Junior Baker, City Attorney; Kent Clark, Finance Director; Dee Rosenbaum, Public Safety Director; Kimberly Robinson, Deputy Recorder

Citizens Present: Laura Powell, Spencer Powell, Bobeta Powell, Matt Singerman, Ty Singerman, Jeanne Singerman, Leah Walters, Jared Stubbs, Bradley Creer, Paul Platt, Gordon Raymond, Duane Allred, Monte J. Allman, Don Merrill, Marie Merrill, David Esplin

CALL TO ORDER

The meeting was called to order by Mayor Thomas at 6:04 p.m.

PLEDGE

The pledge of allegiance was lead by Councilman Wadsworth.

OPENING CEREMONY, RECOGNITIONS

Roy Christensen Recognition

Councilman Barber stated this was a unique experience where the City's Golf Pro qualified to play in the US Senior Open Tournament. The Council would like to honor him and acknowledge his accomplishments.

Mr. Christensen explained the qualifying process and his experience playing in the tournament. He says this was what dreams were made of.

PUBLIC COMMENTS

There was no public comment given at this time.

RECOGNITION

Mr. Perrins stated that the 2006 Fiesta Days Theme was "Everyday Heroes" and along with that theme the City had an incident at the pool and introduced three young heroes that helped to save a life. He feels this truly explains that everyday heroes can be any age. Spencer Powel, Ty Singerman, and Leah Walters were honored by the Council for their efforts.

47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92

Mr. Singerman and Mr. Powel explained the situation and what happened.

Ms. Walters recognized Paul Bradley for doing most of the CPR.

Mayor Thomas thanked them all for paying attention and coming to the rescue.

Councilman Andersen thanked them for representing our community.

Councilman Wadsworth thanked them for the team effort.

PUBLIC HEARINGS

Councilman Wadsworth made a **motion** to move to the public hearings at 6:12 p.m.

Councilman Leifson **seconded** and the motion **passed** all in favor.

Hughes Zone Change

Mr. Andersen explained the area proposed for the zone change. The current zoning is residential office and the owner of the property has prospective buyers and he would like to change the zoning to commercial office. Both zones are consistent with the General Plan designation. The Planning Commission spent quite a bit of time reviewing this request and ultimately feel that commercial office zoning is the best zone for this property. They recommend this location be zoned commercial office with some potential changes to the setback requirements.

Mayor Thomas asked for public comment and there was none given at this time.

Councilman Leifson made a **motion** to approve the JP Hughes Zone Change Request approximately located at 415 North Main. Councilman Barber **seconded** and the motion **passed** all in favor.

Councilman Barber made a **motion** to move out of the public hearing. Councilman Wadsworth **seconded** and the motion **passed** all in favor at 6:19 p.m.

CONSENT ITEMS:

Minutes of Spanish Fork City Council Meeting – May 30, 2006, June 6, 2006, June 14, 2006

Canyon View Park Caretaker Contract

Mayor Thomas asked how they determine the value of the rent. He feels it is low, and asked that it be reviewed.

Mr. Robinson explained that it had not been looked at recently.

Mayor Thomas requested that the amount be looked at and updated if needed.

93 Mr. Robinson stated they would look into it.
94
95 Councilman Andersen states that as long as the value is fair for the work done he feels
96 the amount is ok.
97
98 Mr. Perrins explained they have decreased the task list that the position holds, but that it
99 is still fairly large.

100
101 Mayor Thomas wants the value equal to the work received. He also asked that the rent
102 amount be reviewed again and send the Council an e-mail with the information.

103
104 Councilman Andersen said he feels comfortable that with the task list and being able to
105 live in the home equals it all out.

106
107 **Community Housing Affordable Housing Funds Resolution**
108 **S.U.V.P.S. Amended Interlocal Agreement**

109
110 Councilman Andersen made a **motion** to accept the consent items as presented.
111 Councilman Barber **seconded** and the motion **passed** all in favor.

112
113 **NEW BUSINESS**

114
115 **Wasatch Wind Meteorological Tower Lease – Christine Mikell**
116 The Mayor stated Wasatch Wind Meteorological will be to the meeting in two weeks.

117
118 **Agreement for Professional Services for Electrical Substation Design**
119 Mr. Baker explained that when the transformers were replaced the City contracted for
120 help. We need to prepare for the new transformer coming in and enter into a contract. He
121 asked that the contract be retroactive from December.

122
123 Councilman Andersen made a **motion** to accept the contract with Mr. Davis and move
124 forward with the projects.

125 Councilman Wadsworth asked if the outages lately were from substation problems.

126 Mr. Heap explained the problems they have had in the last week were caused by the
127 phases and having to rebalance it not from substation issues.

128 Councilman Leifson **seconded** and the motion **passed** all in favor.

129
130 **PUBLIC HEARINGS**

131
132 Councilman Barber made a **motion** to open the public hearing at 6:33 p.m. Councilman
133 Wadsworth **seconded** and the motion **passed** all in favor.

134
135 **Title 5 & 15 Ordinance Text Amendment**

136 Mr. Baker explained this item deals with zoning changes. He explained the changes and
137 why they were made. Also some of some of the changes were just making corrections to
138 the reference information.

139
140 Mr. Baker noted section 5.36.050(3)(a) changing the allowable offsite directional signs to
141 two or four. The Planning Commission recommended four offsite directional signs be
142 allowed.

143
144 Mayor Thomas clarified the applicants will have to meet the other requirements of
145 signage.

146
147 Mr. Baker stated they would have to meet the other requirements that apply.

148
149 Mr. Baker pointed out the changes that Sexually Oriented Businesses (SOB) have to be
150 1,000 ft. from a library, park or a residence.

151
152 Wind Turbines

153 Mr. Baker stated Mr. Fisher had made a request for wind turbines to change them farther
154 east about a mile or two. He explained that when the Planning Commission reviewed this
155 they felt they had done the proper studies and they recommend leaving it as is and not
156 changing it. They felt the change was based on public clamor. He stated that this was the
157 only part of the ordinance the Planning Commission did not move to adopt.

158
159 Mayor Thomas asked for public comment on these topics.

160
161 There was no public comment given at this time.

162
163 Councilman Wadsworth recommended that they allow four offsite directional signs. The
164 Council was in consensus they did not have a problem with allowing four offsite
165 directional signs.

166
167 Councilman Wadsworth made a **motion** to accept the Ordinance updating the Spanish
168 Fork Municipal Code and specifically undersection 5.36. changing the number of
169 allowable offsite directional signs to four, and to leave the windmills. Councilman
170 Leifson **seconded** and the motion **passed** all in favor.

171
172 Councilman Barber made a **motion** to close the public hearing at 6:42 p.m. Councilman
173 Wadsworth **seconded** and the motion **passed** all in favor.

174
175 **NEW BUSINESS**

176
177 **Stubbs Subdivision**

178 Mr. Anderson stated all the lots conform to the Cities requirements and Staff
179 recommends that it be approved as it meets the standards.

180
181 Councilman Barber made a **motion** to approve the Stubbs Subdivision with the four
182 conditions outlined by the Planning Commission.

183 1. That the Mapleton Bench Annexation be recorded before a Final Plat
184 application is submitted.

- 185 2. That the development standards be met with the development of the property.
186 3. That the same utility conditions imposed on the Spanish Highlands be met with
187 this development.
188 4. That the setback requirements be corrected on the plat.
189 Councilman Andersen **seconded** and the motion **passed** all in favor.

190

191 **Sign Requirements**

192 Mr. Anderson stated that some of these changes are to clarify items for himself and the
193 Building Inspectors. He then explained the reasoning behind the changes and reviewed
194 the proposed changes.

195

196 Mayor Thomas feels the amounts for signage violations are excessive.

197

198 Mr. Baker explained this change is geared for those that are not following the rules, are
199 repeat offenders, and have the more expensive signs.

200

201 Mayor Thomas would like a clause added to give discretion to the enforcer.

202

203 Councilman Barber made a **motion** to approve the changes to the sign requirements.

204 Councilman Leifson **seconded** and the motion **passed** all in favor.

205

206 Councilman Barber made a **motion** to recess the meeting for the flag retirement
207 ceremony at 6:54 p.m. Councilman Andersen **seconded** and the motion **passed** all in
208 favor.

209

210 **RECONVENE**

211

212 Mayor Thomas reconvened the meeting at 8:58 p.m.

213

214 **Allied Waste Contract Amendment**

215 Mr. Clark explained the amendment proposal from Allied Waste.

216

217 He stated that there is only an increase for the first container and not the second and it
218 will apply through the end of the contract unless an amendment is made.

219

220 Councilman Leifson made a **motion** to approve the Fuel Surcharge Amendment for
221 Allied Waste. Councilman Andersen **seconded** and the motion **passed** all in favor.

222

223 Councilman Wadsworth made a **motion** to adjourn to executive session for land use
224 issues at 9:02 p.m. Councilman Barber **seconded** and the motion **passed** by a roll call
225 vote all in favor.

226

227 Councilman Andersen made a **motion** to move out of executive session back to the
228 regular meeting at 10:11 p.m. Councilman Wadsworth **seconded** and the motion **passed**
229 all in favor.

230

231 David Esplin
232 Mr. Esplin said he had purchased some property from Clyde Swenson and they can't get
233 access to the property. He said he was not going to close on the property purchase until
234 they had access to the property. That was three years ago in August and he did end up
235 purchasing the property without gaining the access.

236
237 Discussion was made regarding the access points and he stated that he had paid for the
238 infrastructure to be installed.

239
240 Councilman Andersen clarified where the property boundaries were.

241
242 Mr. Esplin stated he would pay for the land and for the infrastructure. He stated that
243 Junior Baker had told him to install the cul-de-sac to gain the access.

244
245 Mayor Thomas asked for Mr. Esplins contact information.

246
247 Mr. Esplin stated that Jamie Evans has the property leased.

248
249 Mayor Thomas clarified that anything done in real estate has to be in writing. He will
250 look into it and get back to Mr. Esplin.

251
252 **Parks and Recreation Reservoir – Dale Robinson**

253 Doug Ford
254 Mr. Ford gave a brief history regarding the pavilion. He stated there has been some
255 private funding to fund half of it. It was unanimous with the committee that the pavilion
256 be built and accept the offer from private sources to help fund this project.

257
258 Councilman Andersen clarified that there is one other stipulation and that is this project
259 be completed.

260
261 Mr. Ford stated the stipulation is also that this pavilion be able to be occupied by March
262 of this next spring.

263
264 Councilman Leifson stated this is quite an offer from this private group and the
265 committee feels this is something they can do. This falls under the impact fees and the
266 money to match is available. He feels anytime a building can be purchased for ½ the cost
267 they need to build it.

268
269 Mayor Thomas showed concern that if the development adjacent is approved and impact
270 fees from that development can fund it and if not there are still funds available to use.

271
272 Councilman Barber stated he feels the traffic issues need to be addressed.

273
274 Mayor Thomas stated this will have issues that need to be addressed regarding the traffic
275 and children on the road. He explained because Nebo School District will not bus the
276 students they must walk from the bottom of the hill.

277
278 Councilman Leifson stated he agrees there is a traffic issue that needs to be handled.
279
280 Councilman Barber feels that if this development is willing to pay money it should be
281 based on if it is approved or not.
282
283 Mr. Robinson noted the contract is written as if the project is approved then they will
284 build the pavilion.
285
286 Mayor Thomas explained some issues there have been regarding the access roads in the
287 proposed area.
288
289 Mr. Rosenbaum stated the road is narrow with some tight turns, and it is a safety concern.
290 He stated an incident regarding the road where a driver was going too fast.
291
292 Mr. Heap stated they have investigated some speed bumps, but they become an issue
293 themselves. He also addressed the sidewalk plans for the area. He stated that the cost
294 estimate a few years ago was about \$125,000 to get to the homes and not all the way to
295 the reservoir.
296
297 Mayor Thomas asked Mr. Creer to acquire information from people in the area.
298
299 Councilman Barber commented that the anonymous donors will feel his comments are
300 negative and added that he is very appreciative of a donation of that size for anything to
301 better our community. He stated that he did not see the pavilion or the parking lot in the
302 six year capital improvements plan.
303
304 Discussion was made regarding the parking lot materials and the total cost for the project.
305
306 Councilman Barber thinks it is not in the capital facilities plan, and there are other
307 recreational needs that the money has been set up to go to.
308
309 Mr. Oyler stated that when the capital facilities plan was put together this spring they did
310 not have a private donation for \$55,000 so the pavilion was not put in any plan. He
311 explained that they looked at the offers other developers have used in the past.
312
313 Mr. Creer stated that if they would build a pavilion it would raise the value of the area.
314
315 Councilman Leifson feels that there are private citizens giving funds to build the pavilion.
316 He feels it is a good deal and a good fit for the amount of people using the reservoir. The
317 committee recommends it is a good idea and to move forward.
318
319 Councilman Leifson made a **motion** to accept the park and recreation reservoir pavilion
320 as stated. Councilman Andersen **seconded** and the motion **passed**. Councilman Barber
321 voted NAY.
322

323 **Land Exchange**

324 Bruce Hall

325 Mr. Hall stated that in the process of getting the subdivision approved they deeded the
326 property to the city. Approximately a year ago there were discussions with the City and it
327 was decided they would deed the property back to them.

328

329 Mr. Heap pointed out that the way the amended plat is it needs to be deeded with the City
330 as the administrative body and not a property owner.

331

332 Mr. Hall explained that with the original exchange everything on the south side was
333 deeded to them.

334

335 Mr. Heap stated that he recommended the City would not need that property and it could
336 be deeded to them.

337

338 Councilman Barber made a **motion** to approve deeding the land to honor the
339 commitments made previously. Councilman Leifson **seconded** and the motion **passed** all
340 in favor.

341

342 Councilman Leifson made a **motion** to adjourn to executive session for land issues at
343 11:05 p.m. Councilman Barber **seconded** and the motion passed by a roll call vote.

344

345

346 ATTEST:

347

348

349

Kimberly Robinson, Deputy Recorder

MEMO

To: Mayor and Council
From: Junior Baker
Re: Wasatch Wind Proposed Lease
Date: July 27, 2006

This is a simple, straight-forward lease, very similar to the existing lease for the tower on our property near the Olsen Well. There are two issues the Council should be aware of and address:

- 1: We need to make sure the tower does not cause any problems with the water collection system at Malcolm Springs, either by way of contamination or by way of diverting water another direction. The lease does address this in paragraph 8, "Interference with Well." However, we need a comfort level that the proposed use will not cause a problem with our water collection system. The engineering department can probably address this specific concern.
- 2: This lease proposes to pay us \$500.00 for the term, which is three years. The lease for the Olsen Well location pays us \$500.00 for a one year term.

LEASE AGREEMENT

THIS LEASE AGREEMENT (Lease) dated as of January 3, 2006, is between Wasatch Wind, LLC, (Lessee) whose address is 357 W. 910 S. Heber City, Utah and Spanish Fork City, (Lessor) whose address is 40 South Main Spanish Fork, Utah 84660.

The parties hereto agree as follows:

1. Premises. Lessor owns the real property legally described in Exhibit "A," which is part of a parcel commonly known as the Malcolm Springs area. Subject to the following terms and conditions, Lessor leases to Lessee that property described in Exhibit "A" (Property), including any applicable easements for access and utilities.

2. Use. The Property may be used by Lessee for the construction of a tower to test wind velocities for potential electric wind turbines. Lessee is responsible for all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Property. This Lease is limited to testing and wind turbines may not be erected without a new lease agreement.

3. Condition Precedent. This Lease is conditioned upon Lessee, or Lessee's assigns, obtaining all governmental permits and approvals enabling Lessee, or its assigns, to construct and operate the test tower on the Property.

4. Term. The term of this Lease (Term) shall be thirty six (36) months commencing on the 19th day of September, 2006 and continuing through September 19th, 2009.

5. Early Termination. Lessor may terminate the lease prior to the end of the term if it sells the property, upon sixty days notice to Lessee. However, Lessor and any actual or potential buyer may access the leased property at any time and make preparations for future site work, so long as such access/preparation does not interfere with Lessee's tower nor guy wires. Lessor and Lessee agree to cooperate in access/preparation issues. If the lease is terminated early, the rent shall be pro-rated and a refund returned to Lessee with the notice required.

6. Rent. Upon the execution of this Lease, Lessee shall pay Lessor, as rent, the sum of Five Hundred dollars (\$500) for the Term.

7. Improvements; Access.

(a) Lessee shall maintain all access upon the Property. If Lessee causes any damage, it shall promptly repair the same.

(c) Lessee shall remove all its Facilities, at its sole expense, at the expiration of the Term, any Renewal Term, or upon early termination. Lessee shall repair any damage to the Property caused by such removal and shall return the Property to the condition which existed on the Commencement Date, reasonable wear and tear excepted.

8. Interference with Well. Lessee's Facilities shall not disturb Lessor's use of the well located on Lessor's property adjacent to the Property, nor cause any disruption to the flows, nor damage, in any manner, Lessor's well.

9. Taxes. Lessee shall pay personal property taxes assessed against Lessee's Facilities, when due.

10. Insurance. Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of \$1,000,000.00 aggregate and per occurrence, (2) \$1,000,000.00 excess policy, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of \$1,000,000.00 per occurrence.

11. Assignment. Lessee may assign this Lease with the consent of Lessor, which consent shall not be unreasonably withheld.

12. Title and Quiet Enjoyment. Lessor warrants that it has full right, power, and authority to execute this Lease; Lessor further warrants that Lessee shall have quiet enjoyment of the Property during the Term of this Lease or any Renewal Term, unless terminated early based upon a sale of the property.

13. Environmental. Lessor represents that the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes. In addition, Lessor represents that no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels or underground storage tanks are located on the Property.

14. Miscellaneous.

(a) If any provision of the Lease is ruled invalid or unenforceable, the remainder of this Lease shall be severable from the invalid portion, and each remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(b) This Lease shall be binding on and inure to the benefit of the successors and assignees of the respective parties.

(c) Any notice or demand required to be given herein shall be made by certified mail, return receipt requested, or reliable overnight mail to the address of the respective parties set forth below:

Lessor: Spanish Fork City
40 North Main
Spanish Fork, Utah 84660
Attn: David Oyler

Lessee: Wasatch Wind, LLC
357 W. 910 S.

Heber City, Utah 84032
Attention: Tracy Livingston

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

(d) This Lease shall be governed under the laws of the State of Utah.

(e) The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees, expert witness fees, and court costs, including appeals, if any.

(f) This Lease constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

SPANISH FORK CITY by:

JOE L THOMAS, Mayor

ATTEST:

KENT R. CLARK, Recorder

WASATCH WIND, LLC by:

TRACY LIVINGSTON, Manager

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lessor's Property subject to this lease is legally described as follows:

Commencing at a point which is South 1880.53 feet and East 1591.27 feet from the West Quarter Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base and Meridian; Thence S20°05'13"E 265.62 feet; Thence N70°08'37"E 267.07 feet; Thence N20°10'25"W 267.86 feet; Thence S69°39'46W 266.67feet to the Point of Beginning. CONTAINING 1.63 ACRES.

Christine Mikell
3658 E Golden Oaks Dr
SLC, UT 84121
801-455-1045
Email - christine@wasatchwind.com

Agenda Subject - Met Tower Lease

Wasatch Wind currently has a lease for an 82 meter meteorological tower on Spanish Fork City land. We would like to lower it, decrease the size to 60 meters and raise on a location upcanyon on Spanish Fork City Land.



**MEMO
SPANISH FORK CITY
PUBLIC WORKS DEPARTMENT**

DATE: July 26, 2006

TO: Mayor Thomas and City Council

FROM: Richard J. Heap, Public Works Director/ms

RE: NRCS Trail Grant Agreement

At the May 30, 2006 Spanish Fork City Council Meeting the NRCS Trail Grant and required agreement were discussed and approved by the City Council. This agreement was then signed by Mayor Thomas.

NRCS has now recommended that a few minor modifications be made to this agreement. These modifications will be made available on Monday, July 31, 2006 for the City Council to review. We recommend that the City Council approve this new NRCS Trail Grant Agreement for Mayor Thomas to sign.

**SPANISH FORK CITY
Staff Report to City Council**



Agenda Date:	July 18, 2006
Staff Contacts:	Dale Robinson
Reviewed By:	Dave Oyler
Subject:	Reservoir Pavilion

Background Discussion:

We have received a commitment from individual citizens who wish to remain anonymous to donate half the cost of the construction of a pavilion to be located above the reservoir. However, this donation comes with a condition, which is that the pavilion be completely done and ready for use by March 15, 2007. Sky Properties Development which is north of the reservoir has agreed to pay to the City \$55,000 which will go toward recreational amenities in the area. Together these two funding sources will give us enough money to construct a pavilion similar to the new one at the sports park. In order to ensure that we meet the required deadline the pavilion would have to be constructed this fall. The parking lot would be asphalted next spring. The proposal was reviewed by the recreation committee and recommended unanimously.

Budgetary Impact:

The city's philosophy has traditionally been when we have an opportunity to receive matching grant money then we have taken advantage of those opportunities. The city would have to front the necessary funding but would probably be reimbursed the full amount for the pavilion. The parking lot would be paid for by the city from impact fees. The possibility does exist that if Sky Properties does not develop the city would have to cover half the cost of the pavilion, however, that cost would also qualify for impact fee funding.

Alternatives:

The alternatives are quite clear here:

- 1- Do not build a pavilion
- 2- Accept the generous contribution and build the pavilion before winter

Recommendation:

We recommend that the city select option #2 and accept the condition of the donors and build the pavilion before winter and the parking lot in the spring.