



## CITY COUNCIL AGENDA

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 March 4, 2014.**

### AGENDA ITEMS:

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

- a. Motivational/Inspirational Message
- b. Pledge, led by invitation
- c. \* [URMMA Presentation](#)

#### 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.

- a. \* [Agenda Request –Jake Isaac](#)

#### 3. COUNCIL COMMENTS:

#### 4. SPANISH FORK 101: SFCN DTA Deployment –John Bowcut

#### 5. 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 – February 18, 2014](#)
- b. \* [Revised Hangar Ground Lease Indemnification Clause](#)
- c. Amendment to the Facilities Use Agreement Nebo School District

#### 6. NEW BUSINESS:

- a. Recycling Ad-hoc Committee Report –Chad Argyle
- b. \* [Resolution #14-04 Authorizing the Mayor to Execute an Interlocal Agreement Creating the Mt. Nebo Water Agency](#)
- c. Board & Committee Appointments
- d. \* [Miss Spanish Fork Float](#)

#### 7. CLOSED SESSION:

- a. Water Purchase

*The Spanish Fork 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*

### ADJOURN:

\* Supporting documentation is available on the City's website [www.spanishfork.org](http://www.spanishfork.org)

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 meeting for any of the purposes identified in that Chapter.
- This agenda is also available on the City's webpage at [www.spanishfork.org](http://www.spanishfork.org)

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 804-4530.



## **An Introduction to URMMA**

Utah Risk Management Mutual Association (URMMA) is a pool that was formed by municipalities in the State of Utah for the purpose of providing a liability insurance program. URMMA was formed by Interlocal Agreement in 1985 and as such, is a governmental entity. URMMA's unique programs and philosophies were developed by our Board of Directors which consist of one representative from each of our Member cities. The following information will provide some highlights of URMMA's governance and programs.

### **Governance**

- URMMA is totally governed by its Members. All philosophies, programs and practices are approved by our Board.
- Each Member has representation on the Board.

### **Philosophy**

- URMMA's focus has always been on risk management activities that improve our communities first and insurance needs second.
- URMMA's programs are designed to emphasize Member accountability.
- Our risk management and educational services help reduce losses so that premiums remain low.
- Membership in URMMA requires a commitment to risk management.

### **Coverage**

- URMMA provides **\$6,000,000 per occurrence coverage with no aggregate.**
- URMMA's third party liability coverage is very broad and includes bodily injury, property damage, personal injury, public officials errors and omissions and employees benefit liability.
- URMMA's coverage is also very dynamic. Last year our Board voted to add \$100,000 aggregate per member cyber liability coverage.
- Members have the option of purchasing auto physical damage coverage from URMMA for vehicles valued less than \$50,000.
- Members group purchase property insurance coverage through Moreton & Co.
- Property coverage includes \$200 million earthquake/flood coverage shared with other members. By group purchasing this coverage, members have received discounted coverage rates.
- Members are involved with claims throughout the resolution process. We look to our members for settlement authority for **EVERY** claim settlement.

## **Staff**

- URMMA has the following staff who will work directly with your city employees:
  - ▶ Our claims adjuster will handle your claims.
  - ▶ Our claims and litigation manager is attorney who supervises and oversees claims and litigation.
  - ▶ Our risk manager will work directly with your employees to improve risk management in your city. He will also conduct an annual inspection of all departments in your city and provide a written report to your management.
  - ▶ Our education manager will conduct training to all of your employees at your city center. There are more than 50 training topics available.
  - ▶ Our administrative services manager works with your finance department on all invoices, loss reports, website interaction, certificates of insurance, etc.
  - ▶ Our administrative assistant maintains the claims files when a claim is filed against the City.
  - ▶ Our CEO is a former city manager who understands city government and works with our Board to carry URMMA's programs forward.
- All staff services are included in the annual premium. There is no additional charge for any of our services.

## **Accountability**

- In an effort to promote accountability, URMMA claims are subject to a deductible based on the group to which the City is assigned.
- Losses are repaid to URMMA over a five year period.
- When losses are repaid in full, premiums are automatically reduced.
- As City employees focus on risk management, claims are reduced and cities can keep more of their funds in the city for other projects.



## MISSION STATEMENT

The Utah Risk Management Mutual Association (URMMA) welcomes the membership of those Utah municipalities dedicated to improving their communities through the prevention and control of loss who are willing to commit time, effort and funds to protect their citizens, employees and public resources. To these ends, the Association will:

1. Assist its members to prevent and control loss by:
  - ▶ Identifying risk;
  - ▶ Reducing risk by training, education and risk transfer;
  - ▶ Adopting appropriate policies, procedures, programs and guidelines;
  - ▶ Sharing ideas and programs;
  - ▶ Controlling loss or further injury after an occurrence or claim.
2. Pool resources to spread the risk of loss where and when appropriate.
3. Protect against catastrophic loss.
4. Reduce costs by the joint purchase of protection and services whenever possible.
5. Maintain long-term financial stability by funding all obligations at responsible levels.
6. Improve the legal and risk management environment by proposing and supporting favorable legislative and regulatory changes.
7. Foster cooperation and joint action with other affected entities.
8. Require a high degree of commitment to the Association's risk management programs by all members.

The Association will emphasize risk management activities that improve our communities rather than insurance. It will strive for excellence in all areas of endeavor. Adequate staff or outside service providers will be hired to provide the services established by URMMA's governing body.

Each member is expected to actively participate in all areas of risk management and to implement the Association's programs. Programs and policies which generally promote responsibility and accountability of individual members are favored. Expenses shall be equitably allocated and shared among the members.



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# ETHICS

## DO NOT:

1. Disclose or improperly use private information acquired in the course of your employment in order to get financial gain or a special privilege or exemption.
2. Use your position to further substantially your own financial interest.
3. Use your position to secure a special privilege for yourself or others.
4. Receive, take, accept, seek or solicit directly or indirectly for yourself or for another a gift of substantial value or an economic benefit tantamount to a gift that (a) would tend to improperly influence a reasonable person in your position, or (b) a reasonable person in your position should know is primarily for the purpose of rewarding you for action already taken.

Number 4 above does not apply to an occasional Nonpecuniary gift having a value of less than \$50.

## ***YOU ARE REQUIRED TO DISCLOSE:***

1. *Any time you receive or agree to receive compensation for assisting any person or business in a transaction with the City.*
  - A. *File a sworn statement with the Mayor.*
  - B. *Disclose to your supervisor.*
  - C. *10 days before agreement or receiving compensation, whichever is earlier.*
  
2. *A substantial interest you own in a business regulated by the City, or if you are an officer or employee of the business.*
  - A. *You, your spouse or a minor child.*
  - B. *File with Mayor.*
  - C. *When first employed and any time your interest changes.*
  - D. *Substantial means at least a 10% interest, but not if \$2000 or less.*
  
3. *The nature of your interest in a business which is doing or anticipates doing business with the City.*
  - A. *File with the mayor.*
  - B. *Elected officers or appointed members of boards have to also disclose to the board immediately before discussion of the item.*
  
4. *Any personal interest or investment you have which creates a conflict between your personal interest and your public duties.*
  - A. *File with the mayor.*
  - B. *When you first become employed, or first have the conflict, and whenever it changes.*

## Angie Warner

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**From:** Jake Isaac <jakeisaac91@gmail.com>  
**Sent:** Thursday, February 27, 2014 12:24 PM  
**To:** Angie Warner  
**Subject:** Re: More information for request

Angie,

I've copied my response to a variance request form. This should provide the information you need. It is very detailed. I would also like to email a copy of this to each council member.

Thank you.  
Jake Isaac

Dear City Council member:

I will be presenting a variance request on behalf of my family at the public meeting on March 4<sup>th</sup>. I wanted to give you a little background so you are familiar with what we are proposing.

My grandmother is selling two acres of her property to my sister and I who each want to build a home on one acre. However, connection to the sewer is not possible due to the location of an irrigation pipe (South Field Irrigation) that runs parallel to our property, effectively cutting us off from access to sewer services. We're requesting a variance be granted to allow both my family and that of my sister to build one home each with a septic system on two one acre lots respectively.

### **Findings of Fact:**

#### **1- Literal enforcement of the zoning ordinance would cause an unreasonable hardship for the applicant that is not necessary to carry out the general purpose of the zoning ordinance:**

The location of an irrigation pipe running parallel to Mill Road cuts off our property from access to sewer services. Due to the placement of the irrigation pipe, connecting to the sewer (if it were even possible) would cause unreasonable hardship. Surveys, plot maps, and discussion with experts Scott Peterson (Atlas Engineering) and Cory Pierce (Spanish Fork City Engineer) have confirmed this.

#### **2- There are special circumstances attached to the property that do not generally apply to other portieres in the same district:**

There are two factors which cause our property to fall into the special circumstance category. The first is that our property lies in a basin. Everything surrounding us is at a higher elevation and drains away from our property. That fact alone would require us to use a lift station to connect to the nearest sewer, which is already a substantial distance away. The second factor is the fact of the large irrigation pipe. It cuts us off from sewer access, making the use of a septic system not only practical but necessary.

**3- Granting the variance is essential to the enjoyment of a substantial property right possessed by other property in the same district:**

Because we cannot access the sewer system, we need to put in a septic tank to use our property for the building of two homes for our personal residences. Most neighboring properties have homes built on less than 5 acres with septic systems in place. In our area there were three homes which were recently built on small parcels and were allowed to have septic systems: Russell Olsen, 2010, 1.19 acres. Dan Davis, 2006, 1.47 acres. Jacob Theurer, 2007, 1.40 acres. These properties are, and were, within Spanish Fork City limits and zoned R-R at time of building. We ask for the same privilege, as connection to the sewer is not possible for us.

**4- The variance will not substantially affect the general plan and will not be contrary to the public interest:**

Granting us the use of two septic systems will not affect the general plan at all. Due to the fact of our property being in a basin, any sewer access we brought to the location would be usable only to us. No future development would benefit from our sewer. Unless the public interest requires a five acre pasture in the heart of Leland, our request is not contrary thereto.

**5- The spirit of the zoning ordinance is observed and substantial justice done.**

We are still keeping the property "rural", low density residential. Our property size and septic system will match what our neighbors have.

Please carefully and reasonably consider our request for the use of a septic system. No other arrangement will allow us to use this property to any productive end.

Thank you very much,

Jake Isaac

801 900 1067

On Tue, Feb 25, 2014 at 4:37 PM, Angie Warner <[awarner@spanishfork.org](mailto:awarner@spanishfork.org)> wrote:

**Tentative Minutes**  
**Spanish Fork City Council & Planning Commission Work Meeting**  
**February 18, 2014**

Elected Officials Present: Mayor Steve Leifson, Councilmembers Rod Dart, Keir A. Scoubes, Richard Davis, Brandon Gordon, Mike Mendenhall.

Planning Commission Present: Chairman Brad Gonzales, Commissioners Richard Heap, Bruce Fallon, Reed Swenson. Absent: George Gull, Treaci Tagg.

Staff Present: David Oyler, City Manager; Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Dave Anderson; Community Development Director; Kent Clark City Recorder/Finance Director; Angie Warner, Deputy Recorder; Jered Johnson, Engineering Division Manager; Shawn Beecher, GIS Administrator.

Citizens Present: Ray Dawson, Steve Maddox, Cary Robarge, Bill Beck, Cary Hanks.

**CALL TO ORDER:**

Mayor Leifson called the meeting to order at 5:15 p.m.

**DISCUSSION ON DEVELOPMENT PROJECTS**

Mr. Anderson explained at the last Planning Commission meeting they proposed holding a joint meeting with City Council to discuss this project. Mr. Anderson addressed that there will be no approvals tonight. This item is on the city council agenda tonight and staff will ask the City Council to continue the item. If the City Council and Planning Commission agrees to move forward from this discussion, the plan is for this item to be presented at the Planning Commission on March 5<sup>th</sup> and the City Council on March 18<sup>th</sup>.

Chairman Gonzales reviewed the concerns from the Planning Commission regarding traffic safety and road plans. The Mayfield Development which is located approximately 130 North 2550 East was presented at the last Planning Commission meeting for a zone change and a preliminary plat.

Dave Anderson added another concern of pedestrian traffic to and from Maple Mountain High School. Legacy Farms is going to be the big impact of pedestrians walking to the Maple Mountain High School and the Rees Elementary School. Staff will be talking to the City Council about a transportation/streets impact fee to assist with problems like this.

Dave Oyler said the plan for the curve on 2550 East and the Legacy Farms road is to try to get a grant from M.A.G.

Mr. Anderson said the developer is willing to fund the improvements for the section of his development. Mr. Anderson explained that the developers build roads with the developments.

Mayor Leifson said the issue is that the school district builds the schools where they want, then, the city has to deal with the traffic and safety issues.

Discussion took place regarding building a sidewalk for the neighbors to the north of the development.

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Steve Maddox expressed that they would like to move forward with this project as soon as possible. They would like to put the sidewalk in with the development and then the other funds given to the City for the rest of the sidewalk to the north.

Mayor Leifson said that he does not have an issue with this development. The City wants the development there to help connect the dots. Mayor Leifson feels that it can move forward if the developer can put the sidewalk in.

Councilman Davis does not have problem with the development as long as the developer coordinates with the neighbors to the north to add the sidewalk.

Dave Anderson thanked the Planning Commission for bringing their concerns to our attention.

**ADJOURN:**

Councilman Dart made a **Motion to adjourn.**  
Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 5:49 p.m.

**Spanish Fork City Council Meeting  
February 18, 2014**

Elected Officials Present: Mayor Steve Leifson, Councilmembers Rod Dart, Keir A. Scoubes, Richard Davis, Brandon Gordon, Mike Mendenhall.

Staff Present: David Oyler, City Manager; Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Dave Anderson; Community Development Director; Kent Clark City Recorder/Finance Director; Angie Warner, Deputy Recorder; Jered Johnson, Engineering Division Manager; Shawn Beecher, GIS Administrator.

Citizens Present: Cary Hanks, Robert Harding, Dallin Harding, Lori Catmull, Morgan Adams, Robert D. Pagnani, Thad Jensen, Kevin Parker, Ken Peay, Cassidy St. John, Savannah Jensen, John Jensen, Keri Reid, Gordon Reid, Dallin Dennison, Tammy Dennison, Ross Baadsgaard, Janene Baadsgaard, Ginnie Snyder, Chad McCuiston, Anthony Palepoi.

**CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITION:**

Mayor Leifson called the meeting to order at 6:00 p.m.

Motivation/Inspirational Message given by Pastor Jason Alexander with Southern Baptist Church.

Cary Robarge led in the pledge of allegiance.

**PUBLIC COMMENTS:**

Cary Hanks Director of the Spanish Fork/Salem Area Chamber of Commerce reminded all that there will be another "Bills and Bagels" event on March 1, 2014 at 7:30am at Nebo School District. The topic for this event will be education and they welcome all to come have breakfast with our local legislatures.

97 **COUNCIL COMMENTS:**

98 Councilman Mendenhall invited all to get involved with the Chamber of Commerce “Play  
99 Unplugged” program. They have about 60 businesses already signed up and if you have a  
100 business and would like to get signed up, contact the Chamber of Commerce.

101  
102 Councilman Scoubes announced that the Airplanes, Trains & Automobiles event will be  
103 September 6<sup>th</sup> at the airport.

104  
105 Councilman Dart said the Senior Center had a great Valentines dinner/dance. Councilman Dart  
106 encouraged any seniors to look into a membership at the center.

107  
108 Councilman Davis echoed Councilman Dart’s comments. Councilman Davis gave an update from  
109 the latest SUVMWA meeting. Councilman Davis also announced that Deputy Greg Sherwood  
110 was able to come home today.

111  
112 Councilman Gordon thanked all those in education for changing the schedules of the schools to  
113 accommodate and support the funeral for Sergeant Cory Wride.

114  
115 Mayor Leifson said UMPA hosted a tour to power plants in the Salt Lake area to get ideas for  
116 future planning.

117  
118 **SPANISH FORK 101:** Cemetery Presentation –Shawn Beecher

119  
120 **CONSENT ITEMS:**

121 Department Directors gave a brief summary of their item(s) listed below:

- 122 a. **Minutes of Spanish Fork City Council Meeting – February 4, 2014**  
123 b. **2550 East Canyon Road Federal Aid Agreement**  
124 c. **Employee Dental Contract**

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126 Councilman Gordon made a **Motion** to **approve** the consent items.

127 Councilman Davis **Seconded** and the motion **Passed** all in favor.

128  
129 **PUBLIC HEARING:**

130 **Donation to Utah Elks Association in the form of a fee waiver for the rental of the Ponderosa  
131 Building for a fundraiser event.**

132 Kent Clark explained that this item was not on the annual fee waiver list so the process is to hold  
133 a public hearing and ask the council for approval to waive the rental fee for the Ponderosa  
134 building.

135  
136 Councilman Dart made a **Motion** to move into Public Hearing.

137 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 6:24 p.m.

138  
139 Robert Pagnani, chairman for the Utah Elks Association, reviewed the details of the “Music from  
140 the Heart” fund raiser event. This is veterans helping veterans to help raise funds for suicide  
141 prevention. They are requesting the fee waiver for the rental of the ponderosa building and plan  
142 on having this an annual event.

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144 Councilman Gordon made a **Motion** to move out of Public Hearing.

145 Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:27 p.m.

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Councilman Mendenhall made a **Motion** to **approve** the Donation to Utah Elks Association in the form of a fee waiver for the rental of the Ponderosa Building for a fundraiser event.  
Councilman Scoubes **Seconded** and the motion **Passed** all in favor.

Councilman Gordon asked that Mr. Clark add this donation to the annual list.

**Proposed Zone Change for 14 acres located at 130 North 2550 East, the proposal would change the zoning from the Exclusive Agriculture to R-1-12. Staff will recommend that this item be continued.**

Mayor Leifson said this item will be continued until March 18, 2014.

**NEW BUSINESS:**

**Mayoral Proclamation National School Breakfast Week March 3-7, 2014**

Lori Catmull & Morgan Adams with Nebo School District requested that Mayor Leifson declare March 3-7, 2014 as National School Breakfast Week. Ms. Adams invited Mayor Leifson to attend their event on March 3, 2014 at the Rees School.

Mayor Leifson read the following:

***NATIONAL SCHOOL BREAKFAST WEEK OFFICIAL PROCLAMATION***

*WHEREAS the School Breakfast Program has served our nation admirably since it was permanently established in 1989; and*

*WHEREAS the School Breakfast Program is dedicated to the health and well-being of our nation's children; and*

*WHEREAS the School Breakfast Program joins and has been joined through the years by many other excellent child nutrition programs; and*

*WHEREAS there is evidence of continued need for nutrition education and awareness of the value of school nutrition programs*

*NOW THEREFORE I, Steve Leifson, Mayor of Spanish Fork City, do hereby proclaim the week of March 3-7, 2014 as NATIONAL SCHOOL BREAKFAST WEEK and I encourage all residents to become aware and concerned about their children's and their own nutrition habits, in hope of achieving a more healthful citizenry for today and the future.*

Councilman Davis made a **Motion** to **approve** the National School Breakfast Week March 3-7, 2014 Proclamation.

Councilman Dart **Seconded** and the motion **Passed** all in favor.

**Mayoral Proclamation Non-Traditional Student Awareness Week February 24-March 1, 2014**

Mayor Leifson read the following:

***Official Proclamation***

***Non-Traditional Student Awareness Week***

***February 24, 2014 through March 1, 2014***

*WHEREAS in cooperation with Governor Herbert's Education Excellence initiative, Utah Valley University is committed to provide opportunities for non-traditional students to pursue a post-secondary education.*

*WHEREAS by 2020 the Governor's goal is that at least 66 percent of Utahans, ages 20-64, will have a post-secondary degree or certificate ensuring a well-educated citizenry and workforce that qualitatively and quantitatively meets the needs of Utah employers, which will lead to greater economic prosperity and a better quality of life for all Utahans.*

*WHEREAS non-traditional students stop pursuing post-secondary education because of cost and*

198 *full-time employment. The Comprehensive Action Plan Developed by the Governor's Education*  
199 *Excellence Commission encourages the state to attract more adult learners back to school,*  
200 *specifically devising a plan to retrain and/or enhance the education levels of adult learners in the*  
201 *state,*  
202 *WHEREAS in an effort to support the Governor's initiative and the efforts of Utah Valley*  
203 *University, we proclaim the week of February 24, 2014, through March 1, 2014, as Non-*  
204 *Traditional Student Awareness Week in the City of Spanish Fork.*  
205 *THEREFORE be it resolved that Utah Valley University non-traditional student recruiters express*  
206 *their deep appreciation to Mayor Steve Leifson and the Spanish Fork City Council for their*  
207 *continued commitment to higher education.*  
208

209 Councilman Davis made a **Motion** to **approve** the Non-Traditional Student Awareness Week  
210 February 24-March 1, 2014 Proclamation.

211 Councilman Dart **Seconded** and the motion **Passed** all in favor.

212  
213 **Ordinance #03-14 Amending the Makeup of the Rodeo Committee**

214 Junior Baker said the Fiesta Days Rodeo has grown over the years and with that comes more  
215 responsibilities. The work is done by the City and the Diamond Fork Riding Club so this request is  
216 to add two at large representatives to the committee to serve a four year term.

217

218 Councilman Gordon made a **Motion** to **approve** the Ordinance #03-14 Amending the Makeup of  
219 the Rodeo Committee with the correction of adding four year terms.

220 Councilman Scoubes **Seconded** and the motion **Passed** all in favor with a roll call vote.

221

222 **ADJOURN:**

223 Councilman Dart made a **Motion** to **adjourn** to Closed Session to discuss Personnel.

224 Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:41 p.m.

225

226 **ADOPTED:**

227

\_\_\_\_\_  
Angie Warner, Deputy Recorder



## SPANISH FORK-SPRINGVILLE AIRPORT

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



February 7, 2014

### Staff Report

**To:** Honorable Mayors and City Councils

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

**Subject:** Revised Hangar Ground Lease Indemnification Clause

**Recommended Motion:** Approval

**Background/Discussion:**

A little over a year ago we encountered resistance from one of our Hangar Owner's Insurance Companies to the litigation terms which were spelled out in the Indemnification Clause of our Standard Hangar Ground Lease Agreement. Over the past several months, Jason Sant the Spanish Fork Assistant City Attorney has been working closely with the Hangar Owner and his Insurance Company to revise the Indemnification Clause such that it might be acceptable to the Insurance Company and still adequately protected the City's interests in case of litigation. The attached revised Indemnification Clause is the result of those efforts.

The Airport Board has unanimously approved a recommendation to the City Councils that they incorporate this new clause into the Standard Airport Hangar Ground Lease Agreement on all future Leases executed on the Airport.

**Alternatives:** Let the contract stand as is.

**Fiscal Impact:** We do not foresee any Fiscal Impact in adopting the new Clause.

Respectfully submitted by:

Cris Child  
Airport Manager



# Letter of Recommendation to City Council

Springville City Board Name: Airport Board

Applicant:	Request:	Date of Meeting:
	Modify Hangar Ground Lease to include revised Indemnification Clause-Attached.	

Motion by: <u>Brian Park</u>	Second by: <u>Dean Olsen</u>		
RECOMMENDATION	APPROVE	DISAPPROVE	OTHER:
CONDITIONS OF APPROVAL:			

### Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
<u>Brian D Park</u>	✓		
<u>KEIR SCUBES</u>	✓		
<u>DOUG FORD</u>	✓		
<u>Clair Anderson</u>	✓		
<u>DEAN F. OLSEN</u>	✓		

X Bug Ford  
Chair

2-6-2014  
Date

IX INDEMNIFICATION AND HOLD HARMLESS. Lessee expressly agrees to defend, protect, indemnify and hold harmless the Lessor, its officers, agents and employees free and harmless from and against any and all claims, demands, damages, expenses, losses or liability of any kind or nature whatsoever which the Lessor, its officers, agents or employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damages to property arising out of or resulting from the negligent acts or negligent omissions of the Lessee, its officers, agents or employees use or misuse of the premises. Lessee agrees to defend at its own cost, expense and risk all claims or legal actions that may be instituted against either the Lessee or the Lessor, which arise out of the negligent acts or omissions of the Lessee. **If any claim or legal action is brought arising out of the negligent acts or omissions of the Lessee and is also brought against the Lessor, the Lessor agrees to cooperate with the defense of the claim or legal action. In such claim or legal action wherein the defense of Lessor is in conflict with the defense of Lessee, the Lessor may have its own attorney to defend such action. If after written notice of such conflict Lessee is unable or unwilling to defend such claim or legal action the Lessor may defend such a claim or legal action at the expense of the Lessee.** Any settlement of any claim or lawsuit made by the Lessor or Lessee that results in liability against either party is subject to written approval of the Lessee or Lessor and will not affect the claims or lawsuits still pending against the against the other party. Lessee agrees to pay any settlement entered into and satisfy any judgment that may be rendered against either the Lessee or the Lessor as a result of any negligent injuries or damages which have resulted from or are connected with this Lease or the occupancy or use of the premises by the Lessee, or its officers, agents, employees or licensees, including reasonable attorney fees.

**This indemnity clause is not valid wherein the loss or claim is the result of actions the Lessee took at the Direction of the Lessor or the loss or claim is the result of a negligent act or omission made by the Lessor.**

# RESOLUTION 14-04

## ROLL CALL

VOTING	YES	NO
<b>STEVE LEIFSON</b> Mayor (votes only in case of tie)		
<b>RODNEY DART</b> City Council member		
<b>RICHARD M. DAVIS</b> City Council member		
<b>BRANDON B. GORDON</b> City Council member		
<b>MIKE MENDENHALL</b> City Council member		
<b>KEIR A. SCUBES</b> City Council member		

I MOVE this resolution be adopted:

I SECOND the foregoing motion:

## RESOLUTION No. 14-04

### RESOLUTION OF THE SPANISH FORK CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENT ENTITIES CREATING THE MT. NEBO WATER AGENCY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, Spanish Fork City recognizes that water is a valuable resource which must be protected and preserved for the betterment of all residents in south Utah County; and

WHEREAS, agriculture is an important aspect of the quality of life in south Utah County, which industry and the water needs which support it need to be protected and preserved; and

WHEREAS, economic growth and development needs an adequate supply of water; and

WHEREAS, Spanish Fork City has been discussing water issues and concerns with

other government entities which share Spanish Fork's vision about the importance of water in preserving agriculture and promoting economic growth and development, all of which have water interests and/or concerns in south Utah County; and

WHEREAS, the parties have concluded that creating a separate entity under the Utah Interlocal Cooperation Act is the best way to unitedly address water concerns and provide solutions to conserve water, provide for agricultural water needs, and provide sufficient water for economic growth and development;

NOW, THEREFORE, be it resolved by the Spanish Fork City Council as follows:

1. Spanish Fork City hereby approves the interlocal agreement with Utah County, Salem City, Payson City, Central Utah Water Conservancy District, and Goshen Valley Local District, as attached hereto, to create a separate legal entity to be known as the Mt. Nebo Water Agency, and hereby authorizes the mayor of Spanish Fork City to execute the same.
2. The purposes, powers, duties, and functions of the Mt. Nebo Water Agency are set forth in the interlocal agreement, as attached hereto, and which purposes, powers, duties, and functions the Council hereby approves.
3. The creation date for the Mt. Nebo Water Agency is March 24, 2014, when the first Board of Directors meeting takes place.
2. This Resolution shall become effective upon adoption and execution by Spanish Fork City and any one of the other proposed parties to the interlocal agreement.

DATED this 4<sup>th</sup> day of March, 2014.

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STEVE LEIFSON, Mayor

Attest:

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Kent R. Clark, City Recorder

**SPANISH FORK CITY  
STAFF REPORT TO CITY COUNCIL**



Agenda Date:	March 4, 2014
Staff Contacts:	Scott Aylett, Management Intern
Reviewed By:	Seth Perrins, Assistant City Manager Raychellene Talbot, Miss Spanish Fork Director
Subject:	Miss Spanish Fork Float

## **Background**

The city builds a float to represent the city and showcase the Miss Spanish Fork royalty every year. The current practice is to build a new float every other year and in the off year, refresh the float.

The city has used various vendors through out the years and some years we have had beautiful floats and other years we have not. We have researched three providers and would now like to enter into a two-year agreement with Creative Concepts.

## **Budget Impact**

Historically, the city has spent \$15,000 every 2 years on a float. When we build a new float, we pay the contractor \$10,000 to design and build it. In the off year, we have paid the designer \$5,000 to refresh and refurbish the float.

This new contractor has asked for \$11,000 to design and build a new float and asks for \$4,000 to refresh and refurbish it. The net costs are the same, however it would require the city to pay an additional \$1,000 this year and would allow us to budget \$1,000 less in FY 15. Funds are available in the current budget to cover these costs.

## **Alternatives**

There are three contractors that offered similar arrangements. All within the same range of \$15,000 every 2 years.

## **Recommendation**

Staff recommends that the Council enter into a two-year contract with Creative Concepts for \$15,000. This will allow the city to work with this new contractor for a few years before signing any long-term arrangement.

## **Attachments:**

Creative Concepts Spanish Fork Float Proposal 2014  
Creative Concepts Spanish Fork Float Contract 2014



**PROPOSAL**  
**Spanish Fork, Utah**  
**2014 PARADE FLOAT**

**Submitted by:**

CREATIVE CONCEPTS  
7150 S. Cottonwood Street, Suite 1  
Midvale, Utah 84047  
Russ Wimmer  
801-637-5909  
[russ@paradeconcepts.com](mailto:russ@paradeconcepts.com)

Premier Float Design and Construction  
[www.paradeconcepts.com](http://www.paradeconcepts.com)

## Creative Concepts

Founded in 1991, Creative Concepts designs, manufactures and manages parade floats, builds custom floral designs and home decor, stage productions, expo and trade show booths, installs and designs holiday décor, produces visual displays, and related festival and event services. Creative Concepts maintains a year-round construction facility in Salt Lake City, Utah. We have a complete staff of experienced professionals including designers, sculptors, animators, and welders. Our staff designers work closely with each client in the development of concept, style and presentation.

Creative Concepts possesses all the necessary elements and resources to construct quality products under one roof. All aspects of your project are handled by members of our talented and experienced team – from conception to completion.



## **Russ Wimmer, Artistic Director**

Russ has been thrilling spectators with his parade float designs since 1987. His artistic design, eye for detail, and quality construction has made him one of the premier float designers in the Western United States. Russ spent four years as Production Manager for Modern Display where he managed all phases of float design and construction. Throughout his career, he has implemented numerous innovative improvements in float construction – many of which have been adopted by other key builders throughout the United States.

*Russ was the first designer to win the Sweepstakes Award  
at the Days of '47 Parade in Salt Lake City  
three times in six years!*

## **Gary Myers, Production Artist**

Gary spent 25 years as a Production Artist for ZCMI, in Salt Lake City, Utah. He designed window dressings, including the famous “Candy Windows”, runways, stage sets, and store displays. Gary, also, decorated over 65 Christmas trees a year for the ZCMI stores! After ZCMI he spent 8 years sculpting and creating parade floats, expo and trade booths, as well as other visual displays for Modern Display. Gary's extreme talent helps define who we are today. We feel very fortunate to have such an amazing sculptor, artist, designer and production artist on our team.



**Satisfied Clients:**

Creative Concepts designs and builds award winning parade floats. Our awards and recognition speak for our performance. Some of our satisfied clients are:

*Delta Airlines*  
*City of Springville*  
*City of Provo*  
*Spanish Fork*  
*Orem City*  
*KSL 5 Television*  
*KUTV 2 News*  
*FOX13 News*  
*West Valley City*

*City of South Jordan*  
*City of Murray*  
*Sandy City*  
*Draper City*  
*City of Payson*  
*Spanish Fork City*  
*Pleasant Grove City*  
*Central Bank of Utah*  
*Bank of American Fork*



**Design:**

Creative Concepts specializes in consulting with clients to capture unique images and distinctive designs, thereby creating award winning and crowd-pleasing parade floats. It is our goal to create a positive and seamless experience for our clients, as well.

**A Parade Float Brings Out the Child In All Of Us....**



**“The Best Part of Our Job is the Ability to Make People Smile!”**

**CENTRAL BANK 2011**



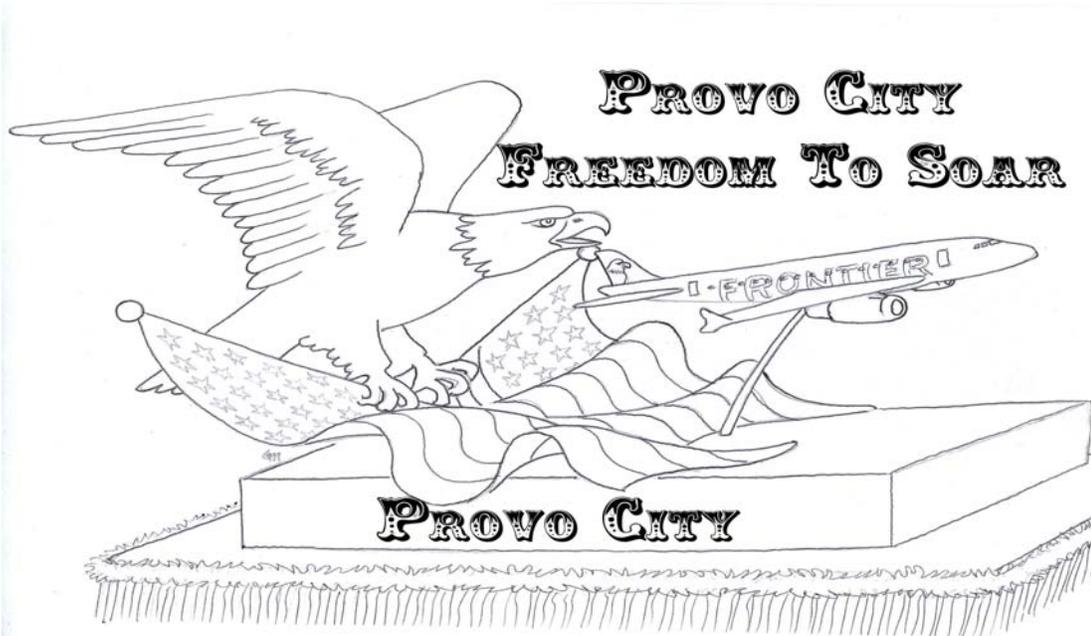
**HAPPY CLIENTS IS WHAT WE DO BEST!**

**From Concept to Completion:**

Creative Concepts designs and constructs floats from concept to completion. This is the 2012 Pleasant Grove City float. Please reference Terry Marchbanks of Pleasant Grove City as to our quality and standard of workmanship:801.361.7828.



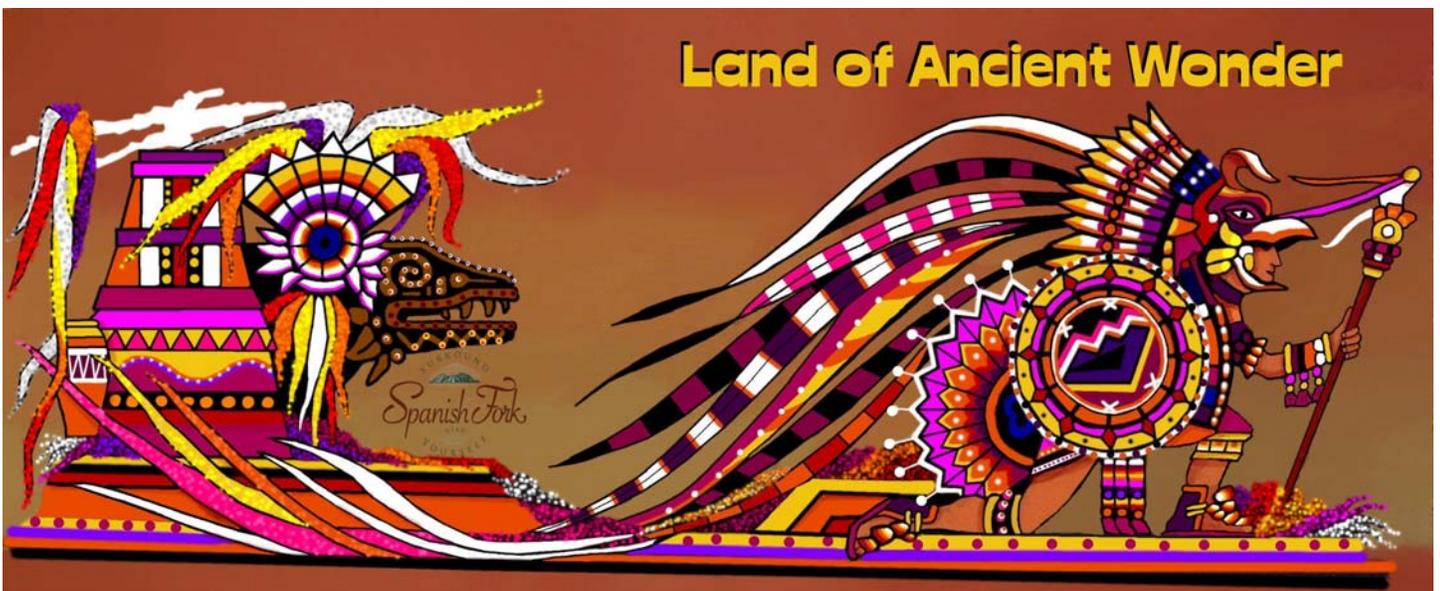
This is the 2012 Provo City float. Please reference Susan Bramble of Provo City as to our performance with a similar project: 801.376.1041



**2014 Concept Renditions:**



**"Concept A"**



**"Concept B"**

**Process:**

Upon acceptance of proposal, Spanish Fork shall enter into a contract with Creative Concepts. Creative Concepts will provide Spanish Fork with an artist rendering of the float design. Creative Concepts will begin the construction of the float to insure completion prior to the first scheduled parade.



**2012 Days of '47  
Royalty Float  
Built, Constructed & Exhibited by  
Creative Concepts**

### **Pricing:**

Float Design and Construction:	\$10,000	One-Year Contract
	\$15,000	Two-Year Contract
	\$30,000	Four-Year Contract

The ultimate goal of a parade float is the image it portrays for both Spanish Fork and Creative Concepts. It is therefore imperative the float is kept in good condition at all times. The float must be stored indoors and in an enclosed location. General maintenance such as repairing broken fringe, loose sheeting, and loose festooning (other than a defect in workmanship or construction of the parade float) shall be in the care of Spanish Fork City.

At the conclusion of the parade season, the props used on the float shall remain the property of Creative Concepts. The parade float chassis remains the property of the Spanish Fork.

Creative Concepts is confident in our ability to produce a crowd-pleasing and an award winning parade float. While we cannot guarantee that the float will win an award, we do guarantee that the float is award quality.

Creative Concepts is excited to present this proposal to you. We look forward to continuing a great working relationship with Spanish Fork for many years to come.

Please do not hesitate to contact us for additional information or assistance:

**CREATIVE CONCEPTS**

Russ Wimmer

801-637-5909

**SPANISH FORK, UTAH/CREATIVE CONCEPTS**  
**PARADE FLOAT CONTRACT 2014**

THIS AGREEMENT made by and between Spanish Fork City, 40 S. Main Street, Spanish Fork, Utah 84660 hereinafter referred to as SPONSOR and Creative Concepts & Display, LLC, of 7150 S. Cottonwood Street, Suite 1, Midvale, Utah 84047, hereinafter referred to as BUILDER.

WITNESSETH:

IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREIN CONTAINED, the parties hereto agree as follows:

1. BUILDER agrees to design, build and decorate a float in compliance with industry standards on behalf of SPONSOR for various parades in the Utah Valley area. The float design and materials shall be mutually agreed and approved by both parties and shall be built to industry standards. The float shall be completed in time for participation in a parade June 1, 2014. BUILDER will correct any defects in workmanship occurring prior to September 15, 2014 at BUILDER'S expense. SPONSOR will provide the chassis for the float. The chassis at all times remains the exclusive property of SPONSOR. The float will be 30-35 feet long, 8-10 feet wide and not greater than 14 feet high. If necessary, BUILDER shall provide and install the hitch for towing the float. Upon completion of the float, float will be picked up by SPONSOR, and payment as provided herein, the materials incorporated into the chassis for the float become the exclusive property of SPONSOR, except for the float props, which may be removed by BUILDER at the conclusion of the parade season. SPONSOR shall be responsible for pick-up and delivery of float to Creative Concepts, 7150 S. Cottonwood Street, Suite 1, Midvale, UT 84047.

2. a. BUILDER states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from SPONSOR, and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities.

b. The parties intend that an independent contractor relationship will be created by this AGREEMENT. SPONSOR is interested only in the results to be achieved and the conduct and control of the services will lie solely with BUILDER. BUILDER is not to be considered an agent or employee of SPONSOR for any purpose, and the employees of BUILDER are not entitled to any of the benefits that SPONSOR provides for "SPONSOR'S" employees. It is understood that SPONSOR does not agree to use BUILDER exclusively. It is further understood that BUILDER is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with SPONSOR.

c. Both parties agree that BUILDER shall be deemed an independent contractor in the performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. BUILDER shall furnish Workers Compensation Insurance for the BUILDER, all subcontractors, and all employees of the BUILDER. BUILDER shall have no authorization, express or implied, to bind SPONSOR to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for SPONSOR. The compensation provided for herein shall be the total compensation payable hereunder by SPONSOR.

3. SPONSOR will operate the float in the parades. Operators for the float shall be furnished at the expense and responsibility of SPONSOR.

4. SPONSOR agrees that in entering, displaying, and operating said float in any parade they will observe the rules and regulations of the parade regarding such display and operation, as well as all applicable laws, ordinances or regulations.

5. The float will be constructed in Salt Lake County, Utah at a location provided by BUILDER. Representatives of SPONSOR may, at their discretion, inspect the construction of the float. In the event the float is moved to another location for any reason, BUILDER agrees to keep SPONSOR advised of all such changes of the location of the construction site.

6. SPONSOR shall provide payment of entry fees for all parades that require such fees. "SPONSOR" shall maintain liability insurance on the float, driver, and personnel while in their possession.

7. IN CONSIDERATION OF THE FORGOING, SPONSOR agrees to pay BUILDER as the total cost of the services payable as follows:

Float Design and Construction:	\$11,000 2014 New Construction
	\$ 4,000 2015 Recondition Float

SPONSOR also agrees to pay BUILDER ten percent 10% per month for any unpaid balance remaining after July 1, 2014.

In the event, however, that a parade is not held due to any reason beyond the control of BUILDER, or shall be prevented by rain, act of God, war, or by any reason of the rules, regulations, or restrictions issued by any branch or agency of the UNITED STATES GOVERNMENT or the STATE OF UTAH, it is understood that BUILDER shall be reimbursed by SPONSOR for all their expenses of every kind and nature which they have incurred in connection with "BUILDER'S" performance hereunder, including a profit of ten percent (10%), and BUILDER shall be excused from further performance of this AGREEMENT. The reimbursement plus profit shall not exceed the contract price.

SPONSOR shall be liable for the full contract price upon timely completion of the float, whether SPONSOR enters the float in a parade or not.

8. The law of the State of Utah shall govern the validity of this AGREEMENT, the construction of its terms and the interpretation of the rights and duties of the parties. In the event litigation is commenced concerning a breach of this AGREEMENT, the prevailing party shall be entitled to their reasonable attorney's fees and cost.

9. This AGREEMENT constitutes the entire understanding and agreement between and among the parties hereto with respect to the subject matter hereof and there are no oral or written agreements, understandings, restrictions, representations or warranties among the parties hereto other than those expressly set forth in this AGREEMENT. This AGREEMENT may not be amended, changed or modified except by written instrument signed by all parties hereto. No modification or amendment to this AGREEMENT shall be valid or binding unless such modification and/or amendment is set forth in writing and signed by all of the parties to this AGREEMENT. The invalidity of any portion of this AGREEMENT shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this AGREEMENT are for convenience only and do not constitute a part of the provisions hereof.

10. Each and every provision of this AGREEMENT shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, administrators and personal representatives. This AGREEMENT will not be assigned without the written consent of the other party.

11. The ultimate goal of a parade float is the image it portrays for both SPONSOR and BUILDER. It is therefore imperative the float be kept in good condition at all times. It is the responsibility of SPONSOR to: provide a tow truck and driver, observer/chase car, float driver, keep tires inflated, gas tank full for every parade, radiator fluid level checked and kept full, and transmission fluid checked and kept full. During transportation to and operation of the float a minimum of 2 adults 21 years or over must accompany the float at all times. The float will be towed to and from all parades at a speed not exceeding 37 MPH. The float will only be driven in parades. The float must be stored indoors and in an enclosed location. General maintenance such as repairing broken fringe, loose sheeting, and loose festooning is also the responsibility of SPONSOR.

12. The term for the performance of this AGREEMENT is from the signing hereof by both parties until participation of the float in the summer parade float season.

13. Should any provision of this AGREEMENT require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who

himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first hereinafter written. Each party represents and warrants that they have the authority to enter into this AGREEMENT.

Creative Concepts & Display, LLC  
7150 S. Cottonwood Street, Suite 1  
Midvale, Utah 84047  
801-577-8635

Spanish Fork City  
40 S. Main Street  
Spanish Fork, Utah 84660  
801-804-4500

\_\_\_\_\_  
Russell N. Wimmer, Registered Agent

\_\_\_\_\_  
Spanish Fork City Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date