



## AMENDED CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a **work session at 5:15 p.m.**, preceding its 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 May 6, 2014.**

### 5:15pm WORK SESSION:

1. Historic Preservation – Dave Anderson

### 6:00pm AGENDA ITEMS:

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

- a. Motivational/Inspirational Message
- b. Pledge, led by invitation
- c. Miss Pleasant Grove – Strawberry Days
- d. Miss Spanish Fork Royalty
- e. Fiesta Days Rodeo Royalty

#### 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. COUNCIL COMMENTS:

#### 4. SPANISH FORK 101: Library Summer Reading Program – Pam Jackson

#### 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 – [April 15, 2014](#)
- b. \* [Malcomb Springs Diversion 2014 Change Order 1](#)
- c. \* [Airport Hangar Lease Amendment](#)

#### 6. PUBLIC HEARING:

- a. \* [Ordinance #06-14 Vacating a Portion of Cal Pac Avenue](#)
- b. \* [Proposed General Plan and Zoning Map Amendments for properties found in the vicinity of 2550 East Canyon Road intersection. The proposed General Plan Amendment would change Low and Medium Density Residential designations to Mixed Use and High Density Residential. The proposed Zone Change would change the zoning from R-1-6 to R-3.](#)

#### 7. NEW BUSINESS:

- a. \* [Recommended Changes to the Personnel Policy Manual](#)
- b. \* [Ordinance #07-14 Amending the Parking Requirements on Main Street](#)
- c. \* [Ordinance #08-14 Amending Business License Revocations](#)
- d. \* [Resolution #14-07 Approving an Interlocal Agreement with other Government Entities in Utah County Creating a Municipal Ethics Commission, and Authorizing the Mayor to Execute the Agreement](#)

\* 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 804-4531.

- e. \* Resolution #14-08 Approving an Interlocal Agreement with other Government Entities in Utah County Concerning Utah Lake, Its Uses and Preservation, and Authorizing the Mayor to Execute the Agreement
- f. \* Proposed Preliminary Plat for the Ridge, a 166-unit Master Planned Development to be located at approximately 2700 East Canyon Road.
- g. FY 2015 Tentative City Budget

**8. \*ADJOURN TO REDEVELOPMENT AGENCY:**

**9. CLOSED SESSION:**

a. Legal Issues

*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:

Tentative Minutes  
Spanish Fork City Council Meeting  
April 15, 2014

**5:15pm WORK SESSION:**

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

Staff Present: David Oyler, City Manager; Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Dave Anderson; Community Development Director; Chris Thompson, Public Works Director; Dale Robinson, Parks & Recreation Director; Kent Clark City Recorder/Finance Director; Angie Warner, Deputy Recorder.

Citizens Present: None.

*Discussion took place regarding the items listed below, no formal actions are taken in a work session meeting.*

1. Ethics Commission – Junior Baker

Mr. Baker said he will present an interlocal agreement and an ordinance on this item at the next meeting.

2. Community Planning Assistance Teams (CPAT) Program – Dave Anderson

**6:00pm CITY COUNCIL MEETING:**

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; Chris Thompson, Public Works Director; Dale Robinson, Parks & Recreation Director; Kent Clark City Recorder/Finance Director; Angie Warner, Deputy Recorder, John Bowcut, IS Director, Bill Bushman, Buildings & Grounds Maintenance Supervisor.

Citizens Present: Jamis Gardner, Jay & Sharla Thomas, Ben Knopp, Leni Bott, Judd Carter, Chris Salisbury, Roger Knell, Milan Malkovich, Mark Greenwood.

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

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

Motivation/Inspirational Message given by Jamis Gardner.

Benjamin Knopp led in the pledge of allegiance.

**PUBLIC COMMENTS:**

None.

**COUNCIL COMMENTS:**

Councilman Mendenhall invited Cary Hanks Director of the Spanish Fork Salem Chamber of Commerce to announce some events coming up.

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  
93  
94  
95  
96  
97

Cary Hanks said they received a visit today from the Bridges Program where they donated prizes that they purchased for the Easter Egg Hunt. Ms. Hanks reminded the public that the Easter Egg Hunt will be held this Saturday April 19<sup>th</sup> at 9:00am at the Sports Complex.

Councilman Scoubes said the City Council attended the great classes at the ULCT Conference. Councilman Scoubes reviewed some of the recent uses at the airport.

Councilman Dart also commented that the ULCT Conference was great.

Mayor Leifson said that some of the elementary schools received a visit from the Champions Challenge Rodeo staff presenting a reading challenge for the schools to win tickets to the rodeo.

### SPANISH FORK 101: Cemetery Changes –Bill Bushman

#### CONSENT ITEMS:

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

- a. Minutes of Spanish Fork City Council Meeting – April 1, 2014
- b. Comcast Pole Attachment License Agreement
- c. Resolution #14-06 Proclaiming Arbor Day

Councilman Dart made a **Motion** to **approve** the Resolution #14-06 Proclaiming Arbor Day. Councilman Davis **Seconded** and the motion **Passed** all in favor with a roll call vote.

Councilman Davis made a **Motion** to **approve** the consent items A & B.

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

#### PUBLIC HEARING:

**Elsie S. Thomas Annexation – This proposed Annexation contains 32 acres located at 100 South 1000 West. It is proposed that the properties be zoned R-1-12 and Rural Residential.**

Dave Anderson explained that this proposal is located approximately 1000 West between Center Street and 100 South. Development Review Committee and Planning Commission recommend approval with the following suggestions:

1. The applicant be required to dedicate 30 feet of property to the City on the south side of the railroad track fence for a trail and public utility easement; as well as on the west end of the parcel for a public trail.
2. The applicant pay the SESD electric power buyout.

Councilman Gordon made a **Motion** to move into Public Hearing.

Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 6:50 p.m.

Mayor Leifson welcomed public comment.

Jay Thomas the property owner, reviewed his concerns listed below:

- They do not have the means to donate the property. They currently have an agreement with the LDS Church that will be buying the property. If the Church wants to buy that property and donate it they can, but the Mr. Thomas will not.
- Where is the 30 feet for the dedication and is it an easement or right of way?
- There is a billboard sign on the far west parcel and asked that it be grandfathered in.

- 98           • When will the trail be built?  
99           • They currently have the green belt designation and would like to keep that and continue to  
100           farm their property.

101  
102 Councilman Davis said that with the R-R zone you will be able to still farm it.

103  
104 Councilman Gordon made a **Motion** to move out of Public Hearing.  
105 Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:54 p.m.

106  
107 Chris Thompson pointed out the current trail on the map and showed where the trail would go.

108  
109 Mr. Baker said zoning makes no difference for the green belt, but there needs to be 5 acres to  
110 farm.

111  
112 Mr. Thompson said that the Thomas' will need to ask the county what all the requirements are to  
113 remain in the green belt.

114  
115 Mr. Thompson said that dedicate means to deed over. If the church is willing to pay the price for  
116 the property for the dedication then Mr. Thomas would agree to dedicate the property.

117  
118 Mr. Thompson said that the time frame to build the trail would depend on the City receiving a  
119 grant or funding and Mr. Thompson would guess maybe about 3 years.

120  
121 Mr. Baker said that the billboard sign will be fine.

122  
123 Mr. Thomas asked about the fence with the trail.

124  
125 Mr. Thompson said the fence by the trail will be installed when the trail is installed.

126  
127 Mr. Thomas asked what he would need to do about their business that is run out of their home.

128  
129 Mr. Baker said they will need to apply for a home occupation business license with the City.

130  
131 Roger Knell with Knell Architects & Milan Malkovich with the LDS Church  
132 Mr. Malkovich said they are currently under a purchase agreement with the Thomas Family and  
133 are trying to address the issues. The first part is getting this annexation approved. The Church  
134 headquarters is aware of the concern of the dedication for the trail and are still discussing that.  
135 The second part is submitting a site plan that will help with some of the issues. The Church  
136 headquarters is also aware that they need to front the money for the trail and receive a  
137 connector's agreement for repayment. Mr. Malkovich said that it will probably take a couple of  
138 months and it is their intention to get the proper approvals. Mr. Malkovich expressed that there  
139 are a lot of details and items to go through this process.

140  
141 Councilman Davis asked which road the church will front.

142  
143 Mr. Malkovich said 100 South.

144  
145 Junior Baker suggested to the City Council the items to address in the motion:

- 146 1. The trail on the south side of railroad fence line and the west side of the property be  
147 dedicated to the City.  
148 2. SESD power buyout be made by the applicant.  
149 3. D and D Land dedicate the trail when that property is developed.  
150

151 Mr. Baker noted that the D& D Land property is being forced into the City with this annexation  
152 so an island is not created, so the City will not require the trail dedication from it at this time.  
153

154 Councilman Davis made a **Motion to approve** the Elsie S. Thomas Annexation with R-R and R-1-  
155 12 zoning with the following conditions:

- 156 1. The petitioner complete the SESD power buyout  
157 2. The petitioner dedicates land for the trail and public utility easement for the City  
158 recreation master plan and the southern property would have the trail dedication at the  
159 time of zoning.

160 Councilman Dart **Seconded** and the motion **Passed** all in favor.  
161

162 Dave Oyler addressed the process and said that the annexation would be recorded once those  
163 conditions are met.  
164

#### 165 **NEW BUSINESS:**

#### 166 **Ordinance #05-14 Prohibiting E-cigarettes in Parks and Recreation Facilities**

167 Mr. Baker said that currently our City Code addresses prohibiting alcohol and tobacco in City  
168 parks and facilities. This proposal is to include prohibiting e-cigarettes.  
169

170 *Spanish Fork City Municipal Code §7.24.090 is hereby amended as follows:*

#### 171 **7.24.090. Alcohol and Tobacco.**

172 *No alcoholic beverage of any kind is permitted within parks and recreation facilities, whether the*  
173 *container has been opened or not. Any such alcohol found on persons or within vehicles or other*  
174 *forms of personal property at the park is subject to confiscation and destruction. No tobacco*  
175 *product of any kind, including e-cigarettes or any variation thereof, is permitted to be used within*  
176 *parks and recreation facilities.*  
177

178  
179 Councilman Scoubes made a **Motion to approve** the Ordinance #05-14 Prohibiting E-cigarettes  
180 in Parks and Recreation Facilities.

181 Councilman Dart **Seconded** and the motion **Passed** all in favor with a roll call vote.  
182

#### 183 **Utah County Municipal Recreation Grant Application**

184 Dale Robinson said each year the City has the opportunity to apply for a grant through Utah  
185 County. Last year, all of the grant money was not used so the remaining will be carried over and  
186 combined with this year. Mr. Robinson received preapproval that the mountain bike trail project  
187 as well as resurfacing the indoor tennis courts project would qualify. Staff recommends approval  
188 for the Mayor to sign the grant application.  
189

190 Councilman Dart made a **Motion Authorizing** the Mayor to sign the Utah County Municipal  
191 Recreation Grant Application.

192 Councilman Gordon **Seconded** and the motion **Passed** all in favor.  
193

#### 194 **ADJOURN:**

195 Councilman Dart made a **Motion to adjourn.**

196 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:15 p.m.

197

198 ADOPTED:

199

200

---

Angie Warner, Deputy Recorder



# Memo

To: Mayor and City Council  
From: Chris Thompson P.E., Public Works Director/City Engineer  
Date: April 29, 2014  
Re: Malcomb Springs Diversion 2014 Change Order 1

---

## Staff Report

### RECOMMENDED ACTION

Approval of the Malcomb Springs Diversion 2014 Change Order 1.

### BACKGROUND

The city has contracted for the diversion of the Malcomb Springs trunklines so that Cold Springs and Malcomb Springs can gravity feed into the lower zones of the city. Part of this project included lining an old concrete pipe between the Malcomb Springs Tanks and Canyon Road. We needed to line this pipe because the water in it would have a higher pressure and after televising the line we found several leaks accounting for about a third of our water losses.

### DISCUSSION

While lining the pipe we found a long section of the concrete pipe with inconsistencies in the inside diameter. These inconsistencies required the subcontractor which specializes in lining to stay 2 additional days on the job at \$9,195.20 a day. We were careful to verify the additional time and feel that this is a very fair accounting of the additional time taken.

Attached: change order



# Spanish Fork City

## Contract Change Order

**Change Order Number: 1**

Contract for	Malcomb Springs Diversion 2014	Date	4/17/2014
Owner	Spanish Fork City		
To	Condie Construction Company		

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
Additional costs for 21" RCP pipe ID inconsistencies		\$18,390.40
<b>TOTALS :</b>	\$-	\$18,390.40
<b>NET CHANGE IN CONTRACT PRICE :</b>		\$18,390.40

**JUSTIFICATION**

There were inconsistencies with the inside diameter of the pipe the contractor was inserting the HDPE through.

This caused Condie to have delays in the project, 2 days at \$9,195.20 per day. See attached invoice.

We anticipated that the contractor would be delayed four days so the invoice reflects that but only two days were needed.

The amount of the contract will be increased by the sum of : Eighteen Thousand Three Hundred Ninety and 40/100 Dollars  
Dollars      \$18,390.40

The contract total including this and previous change orders will be : Three Hundred Eleven Thousand Five Hundred Sixty Two  
and 40/100 Dollars      Dollars      \$311,562.40

This document will become a supplement to the contract and all provisions will apply herein.

Recommended: \_\_\_\_\_  
Engineering Division Manager

Date: \_\_\_\_\_

Approved: \_\_\_\_\_  
Public Works Director

Date: \_\_\_\_\_

Approved: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Accepted: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

**Condie Construction Company, Inc.**  
 325 North 900 West  
 Springville, UT 84663  
 (801) 489-3070

**Change Proposal**

PROJECT NAME & NUMBER: MALCOMB SPRINGS DIVERSION 2014

OWNER: SPANISH FORK CITY

SUBMITTED TO: SPANISH FORK CITY

DATE: 4/14/14

CHANGE PROPOSAL NUMBER: CO1

CHANGES TO BE MADE TO ORIGINAL CONTRACT: ADDITIONAL COSTS FOR 21" RCP PIPE ID INCONSISTENCIES

Item	Description	Quantity	Units	Price	Total
CO1.1	ADDITIONAL COSTS FOR 21" RCP PIPE ID INCONSISTENCIES	<del>4</del> 2	DAY	\$9,195.20	<del>\$36,780.80</del> \$18,390.40 IS

**DAILY RATE BREAK DOWN**

LABOR

SUPERINTENDENT	10	HR	\$38.76	\$387.60
FOREMAN	10	HR	\$33.33	\$333.30
OPERATOR - EXCAVATOR	10	HR	\$32.16	\$321.60
OPERATOR - LOADER	10	HR	\$32.16	\$321.60
PIPELAYER	10	HR	\$21.54	\$215.40
LABORER	10	HR	\$19.19	\$191.90
<b>Subtotal</b>				<b>\$1,771.40</b>

EQUIPMENT

KOBELCO 250 EXCAVATOR	10	HR	\$74.40	\$744.00
CAT 938 LOADER	10	HR	\$74.12	\$741.20
FIELD TRUCK	10	HR	\$18.86	\$188.60
<b>Subtotal</b>				<b>\$1,673.80</b>

SUBCONTRACTORS

DRILL RITE - HDPE PIPE PULLING	1	DAY	\$5,200.00	\$5,200.00
FUSION MACHINE - STANDBY CHARGE	1	DAY	\$400.00	\$400.00
TRAFFIC CONTROL DEVICES	1	DAY	\$150.00	\$150.00
<b>Subtotal</b>				<b>\$5,750.00</b>

**TOTAL \$9,195.20**

Original contract:	\$278,172.00	
Previous change orders:	\$0.00	
Total this change order:	<del>-\$36,780.80</del>	\$18,390.40
Adjusted contract:	\$344,952.80	
Added contract time: 4 Days	\$31,562.40	IS

Requested and Approved by Owner /Engineer:

Name: TEREA JOHNSON

Title: ENGINEER  
MANAGER

Signature: [Handwritten Signature]

Accepted and Approved by Condie Construction Company, Inc.

Name: Tyson Chisholm

Title: Project Manager

Signature:

## MEMO

To: Mayor and Council  
From: Jason Sant, Assistant City Attorney  
Date: 25 April 2014  
Re: Airport Hangar Lease Amendment

On the City Council agenda, for May 6, is an item to approve an amendment to Section XIV of the standard airport hangar lease. From time to time staff reviews the standard airport hangar lease to determine if any changes need to be made. The latest change is to Section XIV, titled RIGHT OF ENTRY AND INSPECTION. The old hangar lease allowed for entry to be made into any hangar without prior notice to the hangar owner. This amendment simply brings the lease in line with the law. The change takes out the words without notice and adds a seven (7) day notice requirement and allows the hangar owner to be present for the entry and inspection. During the April 3, 2014, board meeting the Airport Board voted on the change and unanimously recommended approval of the change to the City Councils. The minutes from the board meeting, the Letter of Recommendation from the Airport Board and the updated portion of the hangar lease are attached.

Staff also recommends this change.

Since this is a minor amendment, it is on the consent agenda.

this agreement on the part of the Lessee to be performed, provided such proposed assignee shall expressly assume said obligations in writing.

XIV RIGHT OF ENTRY AND INSPECTION. Lessor hereby reserves the right to enter into and upon the leased premises and any improvements thereon at all reasonable times and for all reasonable purposes with seven (7) days prior notice to the Lessee. Lessor will also provide the Lessee with the opportunity to be present when entry is made upon the leased premises. The airport manager or his designated representative shall exercise this right.

XV RULES AND REGULATIONS. The Lessor shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the airport and the public terminal building and appurtenances, provided that such rules and regulations shall not be inconsistent with safety and with rules and regulations of the Federal Aviation Administration with respect to aircraft operations at the airport.

XVI GOVERNMENTAL RESERVATIONS AND RESTRICTIONS.

A. During the time of war or national emergency, the Lessor shall have the right to lease the landing area, or any part thereof, to the United States Government for military or naval use, and if such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended.

B. The Lessor reserves the right to further develop or improve the airport as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance from Lessee.

C. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the



# Letter of Recommendation to City Council

Springville City Board Name: Airport Board

Applicant:	Request:	Date of Meeting:
	Modification to Hangar Ground Lease agreement to allow more notice for Lessor entrance to premises and also to give lessee the opportunity to be present.	

Motion by: <u>Doug Ford</u>	Second by: <u>Clair Anderson</u>		
RECOMMENDATION	<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> DISAPPROVE	<input type="checkbox"/> OTHER:
CONDITIONS OF APPROVAL: <u>None</u>			

### Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
<u>Dean Olsen</u>	<u>X</u>		
<u>Matt Taylor</u>	<u>X</u>		
<u>Kier Scoubes</u>	<u>X</u>		
<u>Doug Ford</u>	<u>X</u>		
<u>Clair Anderson</u>	<u>X</u>		

Matt Taylor  
Chair

4-3-2014  
Date

**Spanish Fork/Springville Airport Board Meeting Minutes**  
Held Springville City Council Work Room  
April 3, 2014 4:00 pm

**Board Members in Attendance:**

Doug Ford - Spanish Fork  
Matt Taylor – Chairman - Spanish Fork  
Keir Scoubes – Spanish Fork Councilman  
Dean Olsen - Springville Councilman  
Clair Anderson – Springville

**Staff:**

Cris Child – Airport Manager  
Bruce Riddle – Springville City Finance  
Dave Bradford - Airport Facilities Manager  
Cory Pierce – SF City Engineering Dept.  
Jason Sant - SF City Assistant Attorney  
Dave Anderson – SF City Planner

**Absent/Excused:**

Brian Park - Springville

**Public Attendees:**

Ed Helmick - Diamond Flight Center      Jim Mellor      Steve Wilson - Utah Aviation Services  
Gordon Jacobs - ImSar

**Item 1. Minutes from the March meeting.** A motion to approve the minutes was made by Clair Anderson and seconded by Doug Ford. The vote was unanimous.

**Item 2. Facilities Report.** Cris Child reviewed with the Board several of the projects undertaken at the Airport over the past several years.

**Item 3. Financial Report.** The attached Financial Report was presented by Bruce Riddle. A motion to approve the financial report was made by Dean Olsen and seconded by Clair Anderson. The vote was unanimous in favor.

**Item 4. Progress Report Land Acquisition and Runway Shift.** Cory Pierce reported that Goran will be starting Phase 2 construction on April 14th and construction will continue through mid July. Phase 3 will begin in the next annual FAA grant cycle.

**Item 5. Airport Development Requests for Proposals.** The area along Main Street as well as the 10 Acre pasture South of the Airport are potential sites for development of Airport Hangars and Commercial space. Requests for proposals from interested developers will be prepared over the next few weeks and will be distributed to the Board members for comments and review.

**Item 6. Trapnell Hangar 73 Entrance Proposal.** Continued to the May Board Meeting.

**Item 7. Ground Lease Agreement modification.** The attached modification to section “XIV RIGHT OF ENTRY AND INSPECTION” in the Hangar Ground Lease was presented to the board by Jason Sant. A motion was made to recommend the change to the City Councils by Doug Ford and seconded by Clair Anderson. The vote was unanimous in favor

**Other Items:**

- 1- The board was informed of plans to hold the Fall Utah Airport Operators Conference at our Airport in September.
- 2- Jim Mellor requested that the approval of his Hangar Construction site be expanded to include a 2nd option to locate the Hangars across the ditch to the South if he is unsuccessful in getting approvals to move the ditch. A motion was made to approve the request by Clair Anderson and seconded by Doug Ford. The vote was unanimous in favor

Meeting was adjourned at 5:57 pm. Next meeting will be held at 4pm May 1, 2014.

## **Modification to Hangar Ground Lease Agreement**

Existing Paragraph:

XIV RIGHT OF ENTRY AND INSPECTION.

Lessor hereby reserves the right to enter into and upon the leased premises and any improvements thereon at all reasonable times and for all reasonable purposes without prior notice. The airport manager or his designated representative shall exercise this right.

Proposed Paragraph:

XIV RIGHT OF ENTRY AND INSPECTION.

Lessor hereby reserves the right to enter into and upon the leased premises and any improvements thereon at all reasonable times and for all reasonable purposes with seven (7) days prior notice to the Lessee. Lessor will also provide the Lessee with the opportunity to be present when entry is made upon the leased premises. The airport manager or his designated representative shall exercise this right.

**Spanish Fork / Springville Airport  
Financial Report  
Period Ended February 28, 2014**

**Revenues**

General Fund revenues in February were \$365 coming primarily from interest earnings and tie down fees. Year-to-date revenues are \$98,825, which is approximately 99% of budgeted revenue with 67% of the budget year transpired.

In the CIP Fund, there were revenues of \$270 in February coming from state and federal grant reimbursements. The year-to-date capital fund revenue total is \$1,102,602.

**Expenditures**

General Fund expenditures for February were \$3,159. Expenditures included management contract fees, and day-to-day operating expenses. Year-to-date expenditures are \$48,980, which is approximately 51% of budgeted expenditures with 67% of the budget year transpired. As of the end of the reporting period, there was a \$49,846 operating surplus.

There were capital expenditures of \$374,177 recorded in the CIP Fund in February. Total capital expenditures to date are \$915,175.

---

SPRINGVILLE CITY CORPORATION  
BALANCE SHEET  
FEBRUARY 28, 2014

AIRPORT TRUST FUND

ASSETS

83-1111000	CASH - AIRPORT TRUST	268,724.04	
83-1162000	PTIF FUND - AIRPORT	123,652.23	
83-1190000	CASH ALLOCATION FROM GENERAL F	( 292,195.30)	
83-1311000	ACCOUNTS RECEIVABLE	8,632.11	
	TOTAL ASSETS		<u>108,813.08</u>

LIABILITIES AND EQUITY

LIABILITIES

83-2110000	ACCOUNTS PAYABLE	1,327.53	
	TOTAL LIABILITIES		1,327.53

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
83-2951000	BEGINNING OF YEAR	57,640.01	
	REVENUE OVER EXPENDITURES - YTD	49,845.54	
	BALANCE - CURRENT DATE	107,485.55	
	TOTAL FUND EQUITY		<u>107,485.55</u>
	TOTAL LIABILITIES AND EQUITY		<u>108,813.08</u>

SPRINGVILLE CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2014

AIRPORT TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
83-3600-610 AIRPORT INTEREST EARNINGS	48.07	472.01	500.00	27.99	94.4
83-3600-631 AIRPORT RENTALS	6.03	76,652.01	75,911.00	( 741.01)	101.0
83-3600-632 AVIATION FUEL TAX	.00	1,407.69	3,000.00	1,592.31	46.9
83-3600-633 AIRPORT TIE DOWN FEES	248.75	9,843.75	10,000.00	156.25	98.4
83-3600-640 FUEL FLOWAGE FEES	.00	4,759.76	6,000.00	1,240.24	79.3
83-3600-690 AIRPORT MISC REVENUE	.00	1,360.00	.00	( 1,360.00)	.0
83-3600-691 PENALTIES	62.45	303.61	250.00	( 53.61)	121.4
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>365.30</b>	<b>94,798.83</b>	<b>95,661.00</b>	<b>862.17</b>	<b>99.1</b>
<u>CONTRIBUTIONS &amp; TRANSFERS</u>					
83-3800-650 LEASE REVENUE	.00	4,026.36	4,000.00	( 26.36)	100.7
<b>TOTAL CONTRIBUTIONS &amp; TRANSFERS</b>	<b>.00</b>	<b>4,026.36</b>	<b>4,000.00</b>	<b>( 26.36)</b>	<b>100.7</b>
<b>TOTAL FUND REVENUE</b>	<b>365.30</b>	<b>98,825.19</b>	<b>99,661.00</b>	<b>835.81</b>	<b>99.2</b>

SPRINGVILLE CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2014

AIRPORT TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
83-4000-150	BAD DEBT EXPENSE	.00	.00	1,000.00	1,000.00 .0
83-4000-230	TRAVEL, DUES & CONVENTIONS	.00	1,299.63	3,400.00	2,100.37 38.2
83-4000-240	OFFICE EXPENSE	.00	95.44	1,200.00	1,104.56 8.0
83-4000-250	AIRPORT SUPPLIES	.00	.00	1,000.00	1,000.00 .0
83-4000-251	VEHICLE FUEL	.00	480.61	1,200.00	719.39 40.1
83-4000-260	BUILDINGS & GROUNDS	1,158.74	10,239.80	17,500.00	7,260.20 58.5
83-4000-310	PROFESSIONAL FEES	.00	3,800.00	4,000.00	200.00 95.0
83-4000-330	PROFESSL FEES-MANAGEMENT CONTR	2,000.00	16,000.00	24,000.00	8,000.00 66.7
83-4000-340	PROFESS FEES -MAINTENANCE CONT	.00	17,064.17	34,000.00	16,935.83 50.2
83-4000-510	INSURANCE & BONDS	.00	.00	8,100.00	8,100.00 .0
	TOTAL EXPENDITURES	3,158.74	48,979.65	95,400.00	46,420.35 51.3
	TOTAL FUND EXPENDITURES	3,158.74	48,979.65	95,400.00	46,420.35 51.3
	NET REVENUE OVER EXPENDITURES	( 2,793.44)	49,845.54	4,261.00	( 45,584.54) 1169.8

SPRINGVILLE CITY CORPORATION

BALANCE SHEET

FEBRUARY 28, 2014

AIRPORT CIP FUND

ASSETS

85-1190000 CASH ALLOCATION FROM GENERAL F

238,260.10

TOTAL ASSETS

238,260.10

LIABILITIES AND EQUITY

LIABILITIES

85-2110000 ACCOUNTS PAYABLE

50,198.00

TOTAL LIABILITIES

50,198.00

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

85-2951000 BEGINNING OF YEAR

635.79

REVENUE OVER EXPENDITURES - YTD

187,426.31

BALANCE - CURRENT DATE

188,062.10

TOTAL FUND EQUITY

188,062.10

TOTAL LIABILITIES AND EQUITY

238,260.10

SPRINGVILLE CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2014

AIRPORT CIP FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CONTRIBUTIONS &amp; TRANSFERS</u>					
85-3800-331 GRANTS FROM STATE AND FEDERAL	270.00	902,601.79	3,888,333.00	2,985,731.21	23.2
85-3800-611 TRANSFER FROM CITIES	.00	200,000.00	200,000.00	.00	100.0
TOTAL CONTRIBUTIONS & TRANSFERS	270.00	1,102,601.79	4,088,333.00	2,985,731.21	27.0
TOTAL FUND REVENUE	270.00	1,102,601.79	4,088,333.00	2,985,731.21	27.0

SPRINGVILLE CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2014

AIRPORT CIP FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL EXPENSE</u>					
85-5000-804 RUNWAY EXTENSION 12/30 (GRADIN	374,177.03	799,519.99	2,388,889.00	1,589,369.01	33.5
85-5000-805 RUNWAY EXTENSION 12/30 (PHASE	.00	115,655.49	1,277,776.00	1,162,120.51	9.1
85-5000-806 APRON RECONSTRUCTION PHASE II)	.00	.00	450,000.00	450,000.00	.0
TOTAL CAPITAL EXPENSE	374,177.03	915,175.48	4,116,665.00	3,201,489.52	22.2
TOTAL FUND EXPENDITURES	374,177.03	915,175.48	4,116,665.00	3,201,489.52	22.2
NET REVENUE OVER EXPENDITURES	( 373,907.03)	187,426.31	( 28,332.00)	( 215,758.31)	661.5

# ORDINANCE NO. 06-14

## ROLL CALL

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

I MOVE this ordinance be adopted:

I SECOND the foregoing motion:

## ORDINANCE 06-14

### AN ORDINANCE VACATING A PORTION OF CALPAC AVENUE

WHEREAS, Calpac Avenue begins at the intersection with Arrowhead Trail and proceeds south; and

WHEREAS, the City has recently realigned Calpac Avenue to intersect with Arrowhead Trail at a ninety degree angle for safety purposes; and

WHEREAS, the realignment has caused the City to obtain, from the adjacent property owner, a portion of property and proposes to convey to the same property owner a similar amount of property which used to be part of Calpac Avenue prior to the realignment; and

WHEREAS, a public hearing to vacate a street was held on Tuesday, the 6<sup>th</sup> day of May, 2014, with notice given in accordance with Utah Code Annotated §10-9a-208; and

WHEREAS, the Council finds it is in the best interest of the City and its residents to vacate a portion of Calpac Avenue in order to realign it for safety purposes;

NOW THEREFORE, be it ordained and enacted by the Spanish Fork City Council as follows:

I.

The portion of Calpac Avenue, as shown on the attached Exhibit A, and more particularly described as follows:

A portion of the Southeast Quarter and the Northeast Quarter of Section 25, Township 8 South, Range 2 East, Salt Lake Base and Meridian, described as follows:

Beginning on the Easterly right-of-way line of Calpac Avenue being located S0°12'25"E along the Section Line 160.71 Feet and West 763.70 feet from the East 1/4 Corner of Section 25, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence northwesterly along the arc of a 266.00 foot radius non-tangent curve to the left (radius bears: S83°30'54"W) 164.74 feet through a central angle of 35°29'05" (chord: N24°13'38"W 162.12 feet); thence N41°58'11"W 27.07 feet; thence N6°11'57"W 48.13 feet to the southerly right-of-way line of Arrowhead Trail (SR-164); thence along said right-of-way the following (2) courses: N48°01'49"E 7.88 feet; thence N43°54'36"E 77.68 feet to the easterly right-of-way line of Calpac Avenue; thence S6°11'57"E along said right-of-way 278.68 feet to the point of beginning.

Contains: ±0.20 Acres

is hereby vacated.

II.

The vacated street shall revert to the ownership of the adjacent property owner.

III.

This ordinance is effective upon the completion upon enactment, the realignment already having taken place.

DATED this 6th day of May, 2014.

\_\_\_\_\_  
STEVE LEIFSON, Mayor

Attest:

\_\_\_\_\_  
KENT R. CLARK, City Recorder

# Exhibit A

## SFC to Fritzi CalPac Rd



1" = 100 Ft

### Legend

-  ROW-SFC To Fritzi-CalPac Rd 2014
- Roads
  -  Paved
-  County SF Parcels
-  Spanish Fork Boundary

Print Date: 3/18/2014



GEOGRAPHIC INFORMATION SYSTEMS

Spanish Fork City GIS  
40 South Main St  
Spanish Fork, UT 84660  
GIS Phone Numbers;  
(801) 804-4571 (Administrator)  
(801) 804-4570 (Intern)  
(801) 804-4572 (Intern)

Disclaimer: Spanish Fork City makes no warranty with respect to the accuracy, completeness, or usefulness of these maps. Spanish Fork City assumes no liability for direct, indirect, special, or consequential damages resulting from the use or misuse of these maps or any of the information contained herein. Portions may be copied for incidental uses, but may not be resold.





# GENERAL PLAN AND ZONING MAP AMENDMENTS

## REPORT TO THE CITY COUNCIL THE RIDGE GENERAL PLAN AND ZONING MAP AMENDMENTS

**Agenda Date:** May 6, 2014.

**Staff Contacts:** Dave Anderson, Community Development Director.

**Reviewed By:** the Development Review Committee, Planning Commission.

**Request:** the applicant has proposed a townhome development on a 14-acre site and needs to have both the General Plan and Zoning Maps amended in order to facilitate the project's approval.

**Zoning:** R-1-6 existing, R-3 proposed.

**General Plan:** Medium and Low Density Residential existing, Mixed Use and High Density Residential proposed.

**Project Size:** 14 acres for the proposed Zoning Map Amendment.

**Number of lots:** not applicable.

**Location:** approximately 2700 East Canyon Road.

### Background Discussion

Over the course of the past several months, the Planning Commission discussed various concepts for the development of the subject property. Most recently, the applicant approached the City with a concept plan for a townhome development. At this time, the applicant is requesting that City approve General Plan and Zoning Map Amendments that would allow for the approval of The Ridge, a proposed Master Planned Development.

### General Plan Amendment

When the idea of amending the General Plan was discussed with the Commission, staff believes the Commission made it clear that they felt we should look at the area from a comprehensive perspective, rather than to just focus on the properties involved in the proposed development. Staff has prepared the attached General Plan Map Amendment proposal with that perspective in mind.

In staff's view, more than one approach could be employed to amend the Map in a functional manner. Some of the changes that staff is proposing are based on the ideas that the 2550 East Canyon Road intersection will become a very significant and highly utilized intersection and that non-residential development will occur to the west on the other side of 2550 East.

The 2550 East intersection will be changed significantly when it is realigned to the east and a traffic control light is installed. Given that fact and the idea that high density residential development may exist with The Ridge project to the east, staff believes the property on the northeast corner of the 2550 East intersection may become well suited for some type of non-residential development. For that reason, staff has suggested that this corner be designated Mixed Use on the General Plan Map.

Relative to the area on the southeast corner of the US 6 and 2550 East intersection, staff believes there is some reason to plan for a transition between what may be fairly intense commercial development and the existing subdivision to the south. Staff has proposed the addition of a Mixed

Use area to promote the concept of needing a land-use transition between the Commercial area and the existing subdivision.

The only other significant change involves the property included in The Ridge and the homes between The Ridge and Somerset Village. Staff believes there are a few locations in the City that are appropriate for higher density residential development than what is commonly found elsewhere in the community. Staff believes these properties are among those that are appropriate for higher density like what is proposed with The Ridge. Staff feels this way for several reasons including the following:

1. Access to the subject properties can be provided directly to one of two arterial class roads, 2550 East or Canyon Road.
2. The properties' proximity to arterial and collector class roads make them less well suited for other types of residential development.
3. That the higher density residential development would support the development of the Urban Village area to the west.
4. That the higher density residential development in close proximity to the Urban Village area would help create a more pedestrian friendly community where active transportation would function well.

For those reasons, staff has proposed that the properties included in The Ridge and those between The Ridge and Somerset Village be designated High Density Residential on the General Plan Map.

### **Zoning Map Amendment**

In short, staff believes the proposed Zone Change is pretty easy to act on, either to approve or deny, depending on how the Commission and Council view the proposed General Plan Map amendment. Staff notes that the only properties included in the proposed Zone Change are those included in The Ridge Development. The attached proposed Zoning Map identifies the properties included in the proposed Zone Change.

### **Development Review Committee**

The Development Review Committee reviewed this request in their March 12, 2014 meeting and recommended that it be approved.

### **Planning Commission**

The Planning Commission recommended in their April 30, 2014 meeting that the proposed General Plan and Zoning Map Amendments be approved.

### **Budgetary Impact**

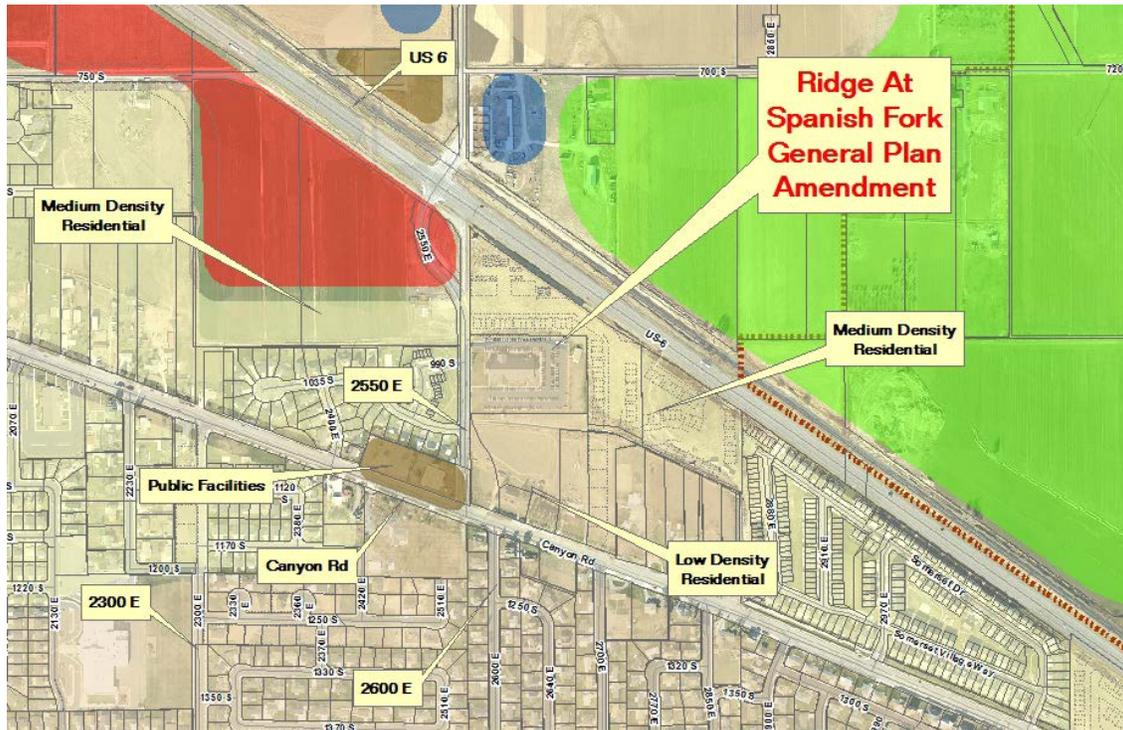
No budgetary impact is anticipated with this proposal.

### **Recommendation**

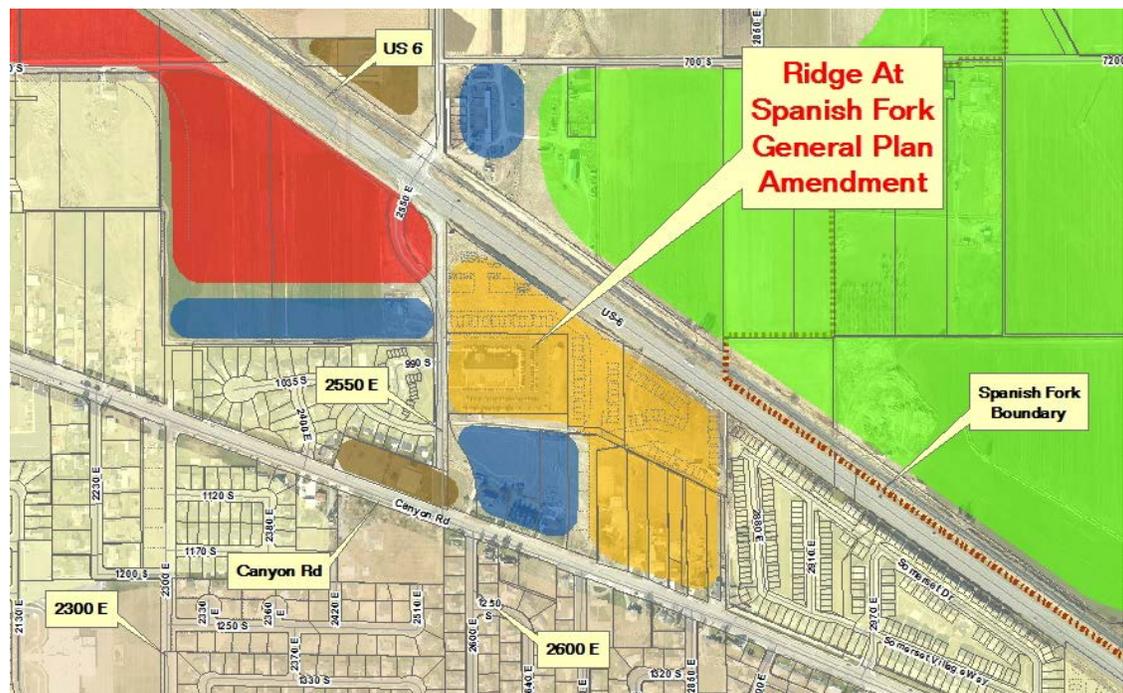
Staff recommends that the proposed General Plan and Zoning Map Amendments be approved based on the following findings:

1. That access to the subject properties can be provided directly to one of two arterial class roads, 2550 East or Canyon Road.
2. That the properties' proximity to arterial and collector class roads make them less well suited for other types of residential development.
3. That the higher density residential development would support the development of the Urban Village area to the west.
4. That the higher density residential development in close proximity to the Urban Village area would help create a more pedestrian friendly community where active transportation would function well.

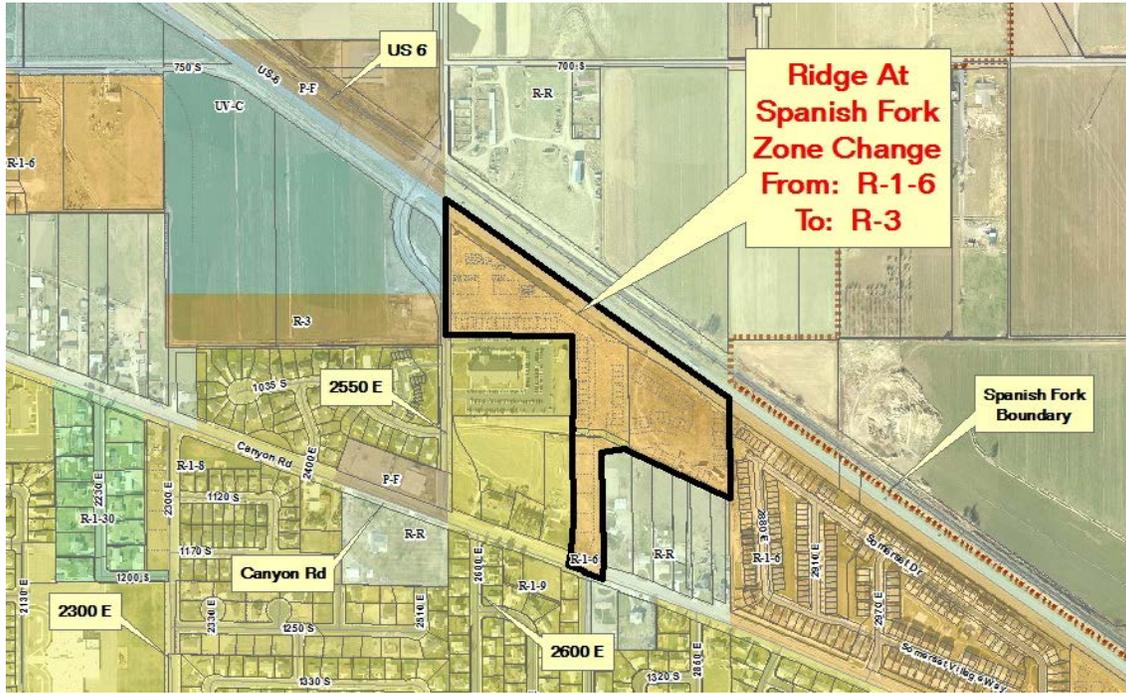
Current General Plan Map for the project area:



Proposed General Plan Map (the orange color is High Density Residential and the blue is Mixed Use):



Proposed Zone Change:



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



Agenda Date: May 6, 2014

Staff Contacts: Seth Perrins, Assistant City Manager

Reviewed By: Dave Oyler, City Manager  
Kent Clark, Finance Director  
Tyler Jacobson, City Treasurer  
Junior Baker, City Attorney

Subject: Recommended changes to the personnel policy manual

## Background

Staff has reviewed several policies in the past months as the city has learned of new state and federal audit practices. In order to keep our policies in line with how we understand those practices, staff recommends the following changes to Conferences and Seminars section and to the City Vehicle Use as follows:

### 1.20.55.020 Conferences, Seminars and Conventions

A. Employees ~~or volunteers desiring to~~ participatinge in a job or city-related conference, seminar or convention, must complete a "Request for Training/Education" form and submit it to their supervisor and the finance office for approval.

B. Payment and Reimbursement. Travel expenditures will be paid or reimbursed as follows:

1. Meals. Paid at the prevailing federal per diem rate (M&IE). Per diem for breakfast, lunch or dinner will only be paid for overnight training. No per diem will be paid if meals are included with training registration. Employees, volunteers or elected officials should include a schedule of the conference so that included meals can be excluded from the per diem.

2 Lodging. Paid at actual room rate. In extenuating circumstances, if an employee, volunteer, or elected official places room rental on their personal charge card, approved reimbursement will take place upon presentation of receipt. Employees should always attempt to use direct pay or a city credit card or check so that Utah State taxes can be recovered by the City

Cost and convenience should be considered when selecting hotels for travel. If an employee chooses to stay at another hotel for personal reasons, the city will reimburse the employee for the actual cost of the hotel and taxes, not to exceed the cost of the conference hotel(s).

The employee or volunteer shall reimburse the city for the cost of additional night stays beyond the necessary nights for the city business.

3 Travel/Mileage Reimbursement. Reimbursed at the prevailing federal rate. When an employee, volunteer or elected official must fly to a travel destination, the city shall pay for the plane ticket in whole. If the option is given to fly or to drive, the employee, volunteer or elected official will be reimbursed a mileage amount not to exceed the cost of air travel to the same destination. The human resource or finance office will assist in calculating the reasonable reimbursed amount.

C. Registration. Paid at rate noted on registration form. Non-essential activities that are not included with the regular cost of registration shall be paid for by the employee. When a volunteer or elected official, serving on behalf of the city, attends a conference that has a spouse agenda, the city may pay the cost of the spouse's registration.

D. Books/Materials. Paid at rate noted on registration form.

#### 1.20.55.040. City Vehicle Use.

A. ~~Some Spanish Fork City employees are permitted and/or required to drive a city-owned vehicle to and from their homes due to the nature of employment responsibilities. This option is designed-~~The on-call employee in the water, streets, electric and SFCN divisions are required to take a city vehicle home. This is to allow employees to respond more readily and to address emergency situations with proper equipment and tools during non-working hours. All vehicles/employees in this category shall be authorized by the city manager upon recommendation of the department director.

B. City-owned vehicles that are taken home are to be used only for commuting to and from work or when performing official city duty. City-owned vehicles are not to be used for personal purposes of any kind. When going to lunch, employees should use their personal vehicle, unless traveling to change vehicles is out of the way.

### Budget Impact

The recommended changes to the conferences policy simply put our current practices into policy. No additional funds will be expended with these clarifying changes.

The proposed changes to the City Vehicle use policy also only change words but not practice. IRS rules for taking an employer's vehicle home say that the employer must **require** the vehicle go home. If the choice to take a vehicle home is optional, the employee could be responsible for taxes on the vehicle's lease value that they take home. No new vehicles or expenses will be incurred with these changes.

### Recommendation

Staff recommends the council adopts these changes. If there are other changes the council wishes to make to the personnel policy manual, those can be reviewed and changed as well.

### Attachments:

A Resolution will be available to the council on Monday, May 5. The changes presented in this staff report will be same as on the resolution. The Whereas clauses will be similar to my short opening paragraph.

# ORDINANCE No. 07-14

## ROLL CALL

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

I MOVE this ordinance be adopted:

I SECOND the foregoing motion:

## ORDINANCE 07-14

### AN ORDINANCE AMENDING THE PARKING REQUIREMENTS ON MAIN STREET

WHEREAS, Spanish Fork City has prohibited overnight parking and adopted a three hour parking limit on a portion of Main Street; and

WHEREAS, the Main Street parking regulations have been effective in assisting Main Street businesses and in creating a more open and safe traffic corridor; and

WHEREAS, as the City has grown, there is a need to extend the parking regulations to cover more of Main Street;

NOW THEREFORE, be it ordained and enacted by the Spanish Fork City Council as follows:

## SECTION I

Spanish Fork City Municipal Code §10.16.010(A) and (B) is hereby amended to read as follows:

### 10.16.010 Parking Prohibited.

- A. It shall be unlawful for any person to park any vehicle on either side of Main Street south of I-15 or north of the Spanish Fork River between the hours of 11:00 p.m. and 5:00 a.m. It shall also be unlawful for any person to park a vehicle on either side of the street between the hours of 11:00 p.m. and 5:00 a.m. on Center Street between Main Street and 100 East, on 100 East between Center Street and 100 South, and on 100 South between 100 East and Main Street.
- B. It shall be unlawful for any person to park any vehicle on either side of Main Street, between 5:00 a.m. and 11:00 p.m., south of I-15 or north of the Spanish Fork River for a period of time longer than three consecutive hours.

## SECTION II

This Ordinance shall become effective 20 days after passage and publication.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this 6th day of May, 2014.

---

STEVE LEIFSON, Mayor

Attest:

---

KENT R. CLARK, City Recorder

# ORDINANCE No. 08-14

## ROLL CALL

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

I MOVE this ordinance be adopted:

I SECOND the foregoing motion:

## ORDINANCE No. 08-14

### AN ORDINANCE AMENDING BUSINESS LICENSE REVOCATIONS

WHEREAS, Spanish Fork City has adopted an ordinance regulating businesses and requiring business licenses; and

WHEREAS, the ordinance addresses revocations of business licenses; and

WHEREAS, the current ordinance requires a hearing before the city council to revoke a business license; and

WHEREAS, as the City has grown, it has become cumbersome for the Council to hold revocation hearings, which can more efficiently be handled administratively, based on criteria established by the Council;

NOW THEREFORE, be it ordained and enacted by the Spanish Fork City Council  
as follows:

I.

Spanish Fork City Municipal Code §5.04.100 "Revocation" is hereby amended as  
follows:

**5.04.100 Revocation**

- A. The issuance of a license under this Title grants only a revocable privilege to engage in business and confers no vested rights of any kind upon a licensee. The licensee agrees, as a condition of license issuance, to operate the licensed business or activity in conformity with the ordinances of the City and other applicable laws.
- B. Licenses issued under the provisions of this Title may be revoked for failure upon the part of the licensee to comply with the conditions and requirements under which said license is granted, because of illegal activities thereunder, or for the following causes:
  - 1. The violation of any provision in this Title;
  - 2. The failure to pay, when due, any license fee (including renewal fee), tax, charge, or penalty provided for by City ordinance or State statute;
  - 3. Any fraud or misrepresentation of a material fact in the procurement of the license, including falsification of any information or supporting documentation provided by the licensee with the license application;
  - 4. Noncompliance with building, fire, or health codes;
  - 5. Any conduct at the licensed premises tending to render the premises a private or public nuisance, as defined in the Spanish Fork Municipal Code, or a menace to the health, peace, or general welfare of the City or its residents;
  - 6. Activities, under the guise of conducting a business, that are fraudulent, deceptive, or constituting a violation of City ordinances or other applicable law;
  - 7. Failure of the licensee to retain the legal qualifications necessary for the license;
  - 8. Violation of the zoning ordinances governing the licensed business or activity, including, but not limited to, parking and landscaping requirements;
  - 9. Conviction of any crime related to the licensed business, after the issuance of the license;
  - 10. Refusal to allow City employees to make inspection of the licensed premises during the business' operating hours.

- C. No license shall be revoked under the provisions of this Title except after notice and hearing. The hearing shall be conducted by the Community Development Director. The decision of the Director is final and non-appealable. Notice shall be given by sending a copy of the notice by certified mail, return receipt requested, to the applicant at the address shown on the applicant's last application for a business license. The notice shall specify the date, time, and place of the hearing and contain a brief description of the reasons why the license is subject to revocation. It is the applicant's duty to maintain a current address at all times with the city business license administrator. Notice is deemed received if notice is sent to the last address on file with the City and is returned unclaimed, unknown, moved, or for any other reason identified by the postal service. The hearing shall be held within twenty (20) days after mailing of the notice. The applicant may appear in person or may send a representative. The applicant has a right to be represented by counsel, but has no right to be appointed counsel.
- D. Licenses revoked shall be for a period of one year, unless they are for violations of numbers 2, 4, 7, 8, or 10 of the causes set forth in paragraph B, in which event the licensee may reapply when compliance with those provisions has been met.
- E. For purposes of revoking a business license, the licensee is responsible for the acts of their employees, agents, or others acting under the license issued.

II.

This Ordinance shall become effective 20 days after passage and publication.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this 6th day of May, 2014.

\_\_\_\_\_  
STEVE LEIFSON, Mayor

Attest:

\_\_\_\_\_  
Kent R. Clark, City Recorder

# RESOLUTION 14-07

## ROLL CALL

VOTING	YES	NO
<b>STEVE LEIFSON</b> Mayor (votes only in case of tie)		
<b>ROD 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. 14-07

### RESOLUTION OF THE SPANISH FORK CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENT ENTITIES IN UTAH COUNTY CREATING A MUNICIPAL ETHICS COMMISSION, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

**WHEREAS**, the Utah State Legislature has enacted a State law establishing a Political Subdivision Ethics Commission to review complaints regarding the activities of certain elected and appointed officials; and

**WHEREAS**, the State law permits a municipality to establish its own ethics commission to address complaints of violations of the Municipal Officers' and Employees' Ethics Act; and

**WHEREAS**, in reviewing this option, the City has determined that it is in the best interest of its citizens to have its own commission as established by Interlocal Agreement, being under local control and more convenient, responsive, and accessible to the citizens; and

**WHEREAS**, pursuant to that determination, the City Council finds that it is in the best interest of the City and its citizens to establish an ethics commission with other cities in Utah County;

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

1. Spanish Fork City hereby approves the interlocal agreement with other Utah County cities, as attached hereto, to create a Municipal Ethics Commission, and hereby authorizes the mayor of Spanish Fork City to execute the same.
2. The purposes, powers, duties, and functions of the Municipal Ethics Commission are set forth in the interlocal agreement, as attached hereto, and which purposes, powers, duties, and functions the Council hereby approves.
3. This Resolution shall become effective upon adoption and execution.

DATED this 6<sup>th</sup> day of May, 2014.

\_\_\_\_\_  
STEVE LEIFSON, Mayor

Attest:

\_\_\_\_\_  
Kent R. Clark, City Recorder

INTERLOCAL AGREEMENT BETWEEN  
PAYSON CITY, PLEASANT GROVE CITY, SPANISH FORK CITY,  
AND SPRINGVILLE CITY  
FOR THE CREATION OF AN  
ETHICS COMMISSION AS PROVIDED FOR BY STATE LAW

WHEREAS, Payson City, Pleasant Grove City, Spanish Fork City, and Springville City (Participating Cities) are all public agencies within the State of Utah and may enter into interlocal cooperation agreements pursuant to the Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code; and

WHEREAS, the Participating Cities desire to jointly exercise their authority in a manner that is mutually beneficial and economical for each entity and its citizenry; and

WHEREAS, State law provides for the creation of a local ethics commission to review any complaints regarding the actions of a local entity's elected officials and any appointed executive officer; and

WHEREAS, the creation of this commission will provide for independent and knowledgeable individuals with an understanding of the Municipal Officers' and Employees' Ethics Act, the laws regarding conflict of interest, and the applicable administrative processes; and

WHEREAS, this agreement provides for the creation of the local ethics commission, its processes, and provides for a term of the agreement as well as the termination of this agreement; and

WHEREAS, this agreement is to be approved by the governing body of the Participating Cities and their legal counsel; and

WHEREAS the matter having been submitted and the City Council having fully considered the request as it relates to the health, safety, and general welfare of the City.

WITNESSETH, that the Participating Cities as authorized, enter into this interlocal agreement and agree as follows:

**I. LOCAL ETHICS COMMISSION**

1. **Authority to create.** Pursuant to Utah Code Ann. §11-13-101 *et seq.*, these cities are authorized to enter into this agreement and to establish this commission.
2. **Membership.** The commission is made of a city attorney from each of the Participating Cities.

3. **Membership of commission when convened.** When the commission has been convened upon receiving a complaint, the membership will consist of three city attorneys who will be selected as follows:
  - a. A commission member may not be from the city where the complaint originated;
  - b. The city recorder who receives the complaint, will randomly select three of the remaining cities to serve on the commission. The attorneys from the three cities selected will serve on the commission until the adjudication of the complaint is complete;
  - c. After a city attorney has served on a commission, that city will be excluded from any subsequent commission selection process until a city attorney from each of the remaining cities has served on a commission;
  - d. The commission is responsible for tracking the service of each of city attorneys so that the city recorders can accurately select the commission; and
  - e. The term of the commission appointment ends when the adjudication of the complaint is complete.
4. **No remuneration for service and Governance.** Each member of the commission will serve without additional remuneration, and each city agrees not to seek reimbursement against the others for the service of its representative and any necessary staff support. As a result, there is no need for additional financing or budgeting. For the purposes of Utah Code §11-13-207, this joint undertaking will be administered jointly by the Participating Cities and it is not anticipated that any real or personal property will be acquired during this undertaking.
5. **Meetings.** The commission will meet for the purpose of reviewing ethics complaints. At the beginning of each investigation, the commission will elect a chairperson. It will be the responsibility of the chairperson to lead the investigation, provide necessary staff support, provide a written conclusion of any investigation, and maintain the file for that investigation.
6. **Powers and procedures.** The commission's processes and authority are as follows:
  - a. **Filing of ethics complaints with commission.**
    - i. A complaint may only be filed with the commission under the following conditions:
    - ii. The complaint must be against an elected or appointed official who is currently serving in that position and allege a violation of the Municipal Officers' and Employees' Ethics Act, Utah Code §10-3-1301 *et seq.* or other applicable local ordinance.
    - iii. The complaint must be filed with the city recorder of the respective city on behalf of the commission;
    - iv. The complaint must be made by either:
      1. two or more registered voters who reside within the boundaries of the respective city; or
      2. two or more registered voters who pay a fee or tax to the respective city; or

3. one or more registered voters who reside within the boundaries of the respective city plus one or more registered voters who pay a fee or tax to the respective city;
- v. The complaint must be based upon direct evidence or sworn statements by one or more people with actual knowledge of the facts and circumstances supporting the alleged ethics violation;
- vi. The complaint may not be filed during the sixty (60) calendar days immediately before a municipal primary election, if the accused elected official is a candidate in the primary election;
- vii. The complaint may not be filed during the sixty (60) calendar days immediately before a municipal general election in which the accused elected official is a candidate, unless the accused elected official is unopposed in the election;
- viii. The complaint must be in writing and contain:
  1. the name and position of the elected or appointed official alleged to be in violation;
  2. the name, address, and telephone number of each individual who is filing the complaint;
  3. a description of each alleged violation of the Municipal Officers' and Employees' Ethics Act, including a reference to the section of the Act alleged to have been violated;
  4. with reasonable specificity, evidence supporting each allegation, which shall be provided by copies of official records, documentary evidence, or affidavits that include the required information;
  5. a list of witnesses that a complainant wishes to have called or interviewed, including for each witness: the name, address, and, if available, one or more telephone numbers of the witness; a brief summary of the testimony to be provided by the witness; a specific description of any documents or evidence a complainant desires the witness to produce;
  6. a statement that each complainant:
    - a. has reviewed the allegations contained in the complaint and the sworn statements and documents attached to the complaint;
    - b. believes that the complaint is submitted in good faith and not for any improper purpose such as harassing the named elected or appointed official, causing unwarranted harm to the accused elected or appointed official's reputation, or causing unnecessary expenditure of public funds; and
    - c. believes the allegations contained in the complaint to be true and accurate.
  7. a statement with the signature of each complainant.

- ix. Upon receipt of any ethics complaint, the city recorder shall select the commission using the procedures set forth in this Agreement, inform the city attorneys from the selected cities of their selection, then immediately refer the complaint to the commission. The city recorder shall not notify or inform any other person of the filing of the complaint.
- x. A person filing a complaint under this process is not entitled to reimbursement for attorney fees or costs incurred, regardless of the outcome of the proceedings.
- xi. An administrative fee of \$50 must be filed with the complaint. The \$50 filing fee must be paid to the city where the complaint is filed. After the selected commission elects a chairperson, the \$50 administrative fee will be paid to the chairperson's city to defray the costs of administering the complaint.

**b. Privacy.**

- i. Once an ethics complaint has been filed with the city recorder, neither the city recorder, the commission, nor any of the city's employees may disclose the existence of the complaint, any response to the complaint, or any information concerning the alleged ethics violation that is the subject of the complaint, unless otherwise provided by law.
- ii. Nothing in the restrictions above may be construed to hinder or prevent a person from disclosing the facts or allegations about potential criminal violations to a law enforcement authority.
- iii. Nothing in this section may be construed to hinder or prevent the named elected or appointed official from preparing a defense to a complaint, including contacting witnesses or taking other actions in preparation for review by the commission.
- iv. Nothing in this section may be construed to hinder or prevent any person from disclosing public records.
- v. If any employee or official of the cities publicly discloses any private information, appropriate disciplinary action may be taken against such individual.
- vi. If a complainant publicly discloses any private records or information obtained from private records, the commission may summarily dismiss the complaint without prejudice.
- vii. All records received by or generated by or for the commission are private and not subject to disclosure or release, except for the commission's summary findings and recommendation for the governing body or any document that is classified as public in accordance with Utah Code § 63G-2-301.

**c. Initial review of complaint.**

- i. Within ten (10) business days after receipt of an ethics complaint, the commission shall examine the complaint to determine if it is in compliance with the filing requirements of paragraph 6.(a).
- ii. If the commission determines that the complaint does not comply with the filing requirements, the commission shall return the complaint to the first complainant named on the complaint with a statement detailing the reason(s) for non-compliance. At the same time, the commission shall notify the mayor, city manager, and the city attorney that a complaint filed against an unidentified elected or appointed official has been returned for non-compliance and the fact that a complaint was filed and returned shall be kept confidential from all others until the commission submits its annual summary report to the respective governing bodies and to the city managers. If a complaint is returned by the commission, the complainants may file another complaint if the new complaint independently meets the filing requirements.
- iii. If the commission determines that the complaint complies with the filing requirements, the commission shall:
  1. Accept the complaint;
  2. Promptly forward the complaint to the elected or appointed official who is named in the complaint, together with directions for providing a response to the commission; and
  3. Notify the complainants, the named elected or appointed official, the city recorder, and any support staff of the commission of the privacy requirements.
  4. At its discretion, the commission may determine whether the subject of the complaint should be investigated by a law enforcement agency.
  5. If the commission learns that the subject of the complaint is under criminal investigation, the commission may suspend its review of the complaint pending the resolution of the criminal investigation.
  6. The named elected or appointed official shall have the right to present an answer to the complaint. The answer may contain statements, arguments, and evidence. The answer must be filed within ten (10) business days from the date the complaint was forwarded to the elected or appointed official.
  7. The commission shall dismiss an ethics complaint if:
    - a. The named elected or appointed official resigns or is removed from office;
    - b. The named elected or appointed official is charged with a criminal violation of the Municipal Officers' and Employees' Ethics Act where the facts and allegations presented in the ethics complaint assert substantially

similar facts and allegations as those asserted in the criminal charges; or

- c. The allegations in the complaint, if assumed to be true, do not state a violation of the Municipal Officer's and Employees' Ethics Act.

**d. Consideration of complaint after acceptance.**

- i. After acceptance of a complaint, the commission has the discretion to:
  - 1. Conduct a confidential, independent administrative investigation of the complaint;
  - 2. Refer the matter to an independent non-criminal investigator for fact finding and investigation and consider the confidential report of the investigator;
  - 3. Conduct a hearing in accordance with Subsection (2) of this Section; or
  - 4. Any combination of the above.
- ii. If the commission uses a hearing to review the complaint, the commission shall:
  - 1. Assure that the hearing includes opening arguments, presentation of evidence, witnesses and rebuttal, consideration of motions, and closing arguments;
  - 2. Close the hearing to the public;
  - 3. Allow the complainants and the named elected or appointed official to retain legal representation, at their discretion; and
  - 4. Provide administrative subpoenas pursuant to its subpoena powers.
  - 5. For any hearing the commission must provide a notice to the first named complainant and the named elected or appointed official at least five (5) business days prior to the hearing.
  - 6. The commission shall determine whether the subject matter of the complaint was previously the subject of a filing, public disclosure, or a city attorney ethics advisory opinion. The commission shall take into consideration efforts by the named elected or appointed official to seek legal direction regarding the subject matter of the complaint and any good faith efforts by the named elected or appointed official in response to legal advice received.
  - 7. The commission shall ensure that a record of any commission meeting or hearing is made, which shall include:
    - a. Audio recordings, if any;
    - b. Official summaries or minutes taken during the meeting or hearing;
    - c. Copies of all documents or other items admitted into evidence or considered by the commission;

- d. Copies of a document or written order or ruling issued by the commission; and
- e. Any other information the commission deems relevant to the findings and recommendation.

**e. Contempt powers.**

- i. The commission may hold a person in contempt if the person:
  - 1. Refuses to answer a question, without legal justification, after being directed by the commission to answer; or
  - 2. Fails to comply with a subpoena issued by the commission.
- ii. Upon finding a person in contempt, the commission shall report the person to the Fourth District Court and request a warrant of attachment or order to show cause, as provided in Utah Code § 78B-6-313.

**f. Request by elected or appointed official for legal representation.**

- i. The named elected or appointed official may request that their city provide a legal defense if the complaint arises from an act or omission during the performance of official duties, within the scope of employment, or under the color of authority.
- ii. The respective city may arrange for such legal defense, where appropriate.

**g. Determination by commission.**

- i. After review of the complaint, the commission shall determine whether there is clear and convincing evidence supporting a violation of the Municipal Officers' and Employees' Act or applicable local ordinance by the named elected or appointed official. If there are multiple alleged violations, the commission shall separately determine whether clear and convincing evidence supports each violation.
- ii. If the commission determines that no allegations in the complaint were proved, the commission shall:
  - 1. Issue an order that the complaint is dismissed because no allegations in the complaint were found to have been proven;
  - 2. Provide notice of the determination of an unidentified subject of a complaint (elected or appointed official) at a regular public meeting of the respective city's council; and
  - 3. Provide written notice of the determination to the named elected or appointed official and the first named complainant on the complaint.
  - 4. If the commission determines that one or more of the allegations in the complaint were proved, the commission shall:

- a. Prepare written summary findings and a recommendation for the respective city's council:
      - i. Listing the name of each complainant and the name of the subject elected or appointed official;
      - ii. For each allegation that was proven:
        - 1. Provide the reference to the Municipal Officers' and Employees' Act or applicable local ordinance;
        - 2. Summarize the evidence supporting a violation by clear and convincing evidence;
        - 3. Make factual findings; and
        - 4. Recommend appropriate action to the respective city's council.
    - b. Notify the named elected or appointed official and the first complainant on the complaint of the written summary findings and recommendation for the respective city's council; and
    - c. Orally report the summary findings and recommendation to the respective city's council in a regular meeting of the city council.
  - 5. If the commission finds a violation of the Municipal Officers' and Employees' Ethics Act or applicable local ordinance, the commission may recommend to the respective city's council any appropriate action or remedy, including but not limited to censure, reprimand, additional ethics training, or removal from office. The commission's recommendation may depend on the severity of the violation, the elected or appointed official's intent, any history or pattern of abuse by the named elected or appointed official, and any economic or other benefit received by the named elected or appointed official.
- h. **Annual commission report.**
  - i. The commission shall prepare, on an annual basis, a summary report that contains:
    - 1. A general description of the activities of the commission during the past year;
    - 2. The number of ethics complaints filed with the commission;
    - 3. The number of ethics complaints dismissed; and
    - 4. An executive summary of each complaint where the commission found a violation of the Municipal Officers' and Employees' Ethics Act or applicable local ordinance.
  - ii. The annual report of the commission shall be filed with the governing bodies and with the city managers and shall be a public record.

II. **NO NEW ENTITY** This agreement is not intended to create a new or separate entity, as contemplated by the Interlocal Agreement Act.

III. **TERMINATION AND ADDITION OF CITIES**

1. **Termination.** This agreement shall terminate fifty (50) years from the date the last party enters into the agreement. Any party may withdraw from this agreement upon thirty (30) days' written notice, with or without cause.
2. **Addition of Cities.** A city that is not a party to this agreement, may become a Participating City if: (1) the city agrees to be bound by the terms of this agreement; and (2) a majority of the Participating Cities that are bound by this agreement at the time of the request approve of the new city's participation.

This Agreement becomes effect as to each Participating City upon the date each Participating City executes the Agreement.

**PAYSON CITY**

Date: \_\_\_\_\_

\_\_\_\_\_  
Richard D. Moore  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeanette Wineteer  
City Recorder

\_\_\_\_\_  
Mark Sorensen  
City Attorney

**PLEASANT GROVE CITY**

Date: \_\_\_\_\_

\_\_\_\_\_  
Bruce W. Call  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Kathy T. Kresser  
City Recorder

\_\_\_\_\_  
Christina Peterson  
City Attorney

**SPANISH FORK CITY**

Date: \_\_\_\_\_

\_\_\_\_\_  
Steve Leifson  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Kent R. Clark  
City Recorder

\_\_\_\_\_  
S. Junior Baker  
City Attorney

**SPRINGVILLE CITY**

Date: \_\_\_\_\_

\_\_\_\_\_  
Wilford W. Clyde  
Mayor

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
John Penrod  
City Attorney



# Memo

To: Mayor and City Council  
From: Chris Thompson P.E., Public Works Director/City Engineer  
Date: May 1, 2014  
Re: Utah Lake Commission Interlocal Agreement

---

## Staff Report

### RECOMMENDED ACTION

Approval of a resolution to join the Utah Lake Commission Interlocal Agreement.

### BACKGROUND

The state has indicated that the regulations for the treatment of waste water will increase significantly. These regulations could cost the city millions of dollars in treatment plant upgrades. The Utah Lake Commission is working with a similar body in Salt Lake County to study these regulations and ensure that they are justified.

### DISCUSSION

Our support and involvement with the Utah Lake Commission will help them to give a united front to state agencies and have funding to do the necessary studies to verify regulations are justified. The cost to be a part of the commission is approximately \$5,000 a year and study costs divided by benefit.

Attached: resolution, agreement



# RESOLUTION 14-08

## ROLL CALL

VOTING	YES	NO
<b>STEVE LEIFSON</b> Mayor (votes only in case of tie)		
<b>ROD 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. 14-08

### RESOLUTION OF THE SPANISH FORK CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENT ENTITIES IN UTAH COUNTY CONCERNING UTAH LAKE, ITS USES AND PRESERVATION, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

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

**WHEREAS**, Spanish Fork City, like other Utah County cities, discharges from its sewer plant into Utah Lake, and has a discharge permit issued by the State of Utah which mandates environmental standards to protect the water quality of Utah Lake, which quality needs to be protected and preserved; and

**WHEREAS**, changes to the environmental standards should be based on sound

scientific principles in order to protect all residents of Utah County; and

**WHEREAS**, Other cities in Utah County share that same vision and concern about the importance of Utah Lake and have formed an entity known as The Utah Lake Commission to address issues concerning Utah Lake, including environmental, recreational, and economical, in order to preserve the quality of the Lake and to make decisions based on sound scientific principles and not on conjecture; and

**WHEREAS**, the parties have concluded that creating a separate entity under the Utah Interlocal Cooperation Act is the best way to unitedly address concerns about Utah Lake;

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

1. Spanish Fork City hereby approves the interlocal agreement with other Utah County cities, as attached hereto, to join a separate legal entity known as The Utah Lake Commission, and hereby authorizes the mayor of Spanish Fork City to execute the same.
2. The purposes, powers, duties, and functions of The Utah Lake Commission are set forth in the interlocal agreement, as attached hereto, and which purposes, powers, duties, and functions the Council hereby approves.
3. This Resolution shall become effective upon adoption and execution.

DATED this 6<sup>th</sup> day of May, 2014.

---

STEVE LEIFSON, Mayor

Attest:

---

Kent R. Clark, City Recorder

# INTERLOCAL COOPERATION AGREEMENT

## ESTABLISHING THE

## UTAH LAKE COMMISSION

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter "Agreement") is made and entered into as of the 19th day of April, 2007, by and between the signatories to this Agreement. The signatories to this Agreement are "public agencies" as defined in the Utah Interlocal Cooperation Act, and are hereinafter referred to collectively as "Members" or "Parties" and individually as "Member" or "Party."

### WITNESSETH:

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act (the "Interlocal Cooperation Act"), Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Utah Code"), public agencies are authorized to enter into mutually advantageous agreements for joint or cooperative action; and

WHEREAS, the Parties to this Agreement believe that Utah Lake is one of Utah's great natural treasures and that cooperative action through the creation of a Utah Lake Commission would promote beneficial utilization of the natural resources of the lake, help fulfill the obligations and responsibility that government has to manage the lake in keeping with the Public Trust Doctrine, facilitate orderly planning and development in and around the lake while protecting the individual jurisdiction's ability to govern its own area, and assist in the formulation and implementation of comprehensive plans for the management of Utah Lake and its shoreline; and

WHEREAS, the Parties to this Agreement have respectively received appropriate authority to participate, as described herein, in a new Utah interlocal entity to be known as the Utah Lake Commission;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

## ARTICLE 1

### Definitions

As used herein, the following terms and words shall have the following meanings:

1.1. "Board" or "Governing Board" means the governing body of the Utah Lake Commission.

1.2. "Bonding" means the issuance of "Bonds" and "Bonds" means bonds, notes, certificates of participation or other evidences of indebtedness of the Utah Lake Commission, except as provided herein.

1.3. "Commission" means the Utah Lake Commission, the new legal entity created by this Interlocal Cooperation Agreement.

1.4. "Effective Date" means the date the Parties to this Interlocal Cooperation Agreement intend for this Agreement to become effective, and it is the date first written above.

1.5. "Master Plan" or "Master Plans" means a master plan or plans formally adopted by the Governing Board of the Commission as a plan to guide improvement, use and development of Utah Lake and the shore lands and wetlands surrounding the lake under the jurisdiction of the various local and state governmental entities and may include recommendations to Members and others on how best to set standards for improvement, use and development in the Utah Lake Master Plan Study Area.

1.6. "Members" or "Parties" means the Utah Legislature's designee; the Central Utah Water Conservancy District; Utah County; Utah County municipalities with jurisdiction over lands within the Utah Lake Master Plan study area as described herein ("Shoreline Members"); the Utah Departments/Divisions listed in Appendix 1; and those other Utah County municipalities listed in Appendix 1 who have by official action committed to promoting and financially supporting the "Commission" in the same manner and to the same extent as the "Shoreline Members".

1.7. "Ex Officio Members" means Entities, Associations, or Organizations appointed in accordance with Section 5.4 and as listed in Appendix 2.

1.8. "Operation and Maintenance Expenses" means all expenses reasonably incurred by the Utah Lake Commission or paid to any other entity pursuant to contract or otherwise, necessary to fulfill the purposes of this Agreement, including cost of audits hereinafter required, payment of insurance premiums, and, generally all expenses, exclusive of depreciation and other non-cash items which under generally accepted accounting practices are properly allocable to operation and maintenance; however, only such expenses as are ordinary and necessary to the proper and efficient operation of the Utah Lake Commission shall be included.

1.9. "Technical Advisory Committee" or "Technical Committee" means the technical advisory committee formed pursuant to Article 12 to advise the Governing Board on water quality, environmental, development, engineering, recreation, wildlife, and other technical and relevant issues associated with Utah Lake.

1.10. "Utah Lake Master Plan Study Area" or "Master Plan Study Area" means Utah Lake and all shore lands and wetlands surrounding the lake as identified in Exhibit 1.

## ARTICLE 2

### Purposes

This Agreement to create the Utah Lake Commission as a separate legal entity, as provided by the Interlocal Cooperation Act, is entered into by the Members in order to:

2.1. Encourage and Promote Multiple Uses of the Lake.

The Commission shall encourage and promote multiple uses of the Lake to balance access, use, development, ecological value, and economic benefits in coordination with individual landowners' and water users' rights, in accordance with applicable laws, rules and regulations, and consistent with the fact that certain Utah Lake environs and areas are owned or governed by various public entities.

2.2. Foster Communication and Coordination.

Coordinate communication among agencies and organizations regarding all aspects of land use, shoreline protection, recreation, public facilities, and natural resource planning and management that affect Utah Lake and cooperate with state, federal, local governments, as well as private landowners and organizations to implement the purposes and goals of the Commission as adopted in the Master Plan as determined by the Board.

2.3. Promote Resource Utilization and Protection.

Promote the conservation and protection of the Lake's natural resources, including fish and wildlife, riparian habitat, water quality, environmental concerns, and open space.

2.4. Maintain and Develop Recreation Access.

Encourage the enhancement of public access to recreational opportunities on and around the Lake, via trails, roads, docks, ramps, beaches, marinas, and education and outreach efforts.

2.5. Monitor and Promote Responsible Economic Development.

Monitor and promote responsible economic activity around the Lake to promote efficient and orderly development that harmonizes with the aforementioned purposes of the Commission.

ARTICLE 3

Term of the Interlocal Cooperation Agreement

The term of this Interlocal Cooperation Agreement shall continue for fifty (50) years from the Effective Date of this Agreement unless this Agreement is sooner terminated by vote of seventy-five percent (75%) of the Members of the Utah Lake Commission or by operation of law.

ARTICLE 4

Creation of the Utah Lake Commission.

4.1. Independent Legal Entity; Scope.

The Utah Lake Commission shall become a separate and independent governmental entity on the Effective Date pursuant to the provisions of this Agreement and shall continue its operation and existence pursuant to the provisions of this Agreement. The area included for Commission study and action shall include the Master Plan Study Area as defined in Article 1.

4.2. Headquarters.

The Utah Lake Commission's headquarters shall be located in a Member's geographical boundaries as determined by the Governing Board. The Governing Board may change the location from time to time. Initially, the Commission's staff will be housed in the Utah County Department of Public Works and will have a budget as funded by the Board which allows them to purchase services from governmental entities surrounding the lake, legal counsel and consultants in accordance with an annual budget approval by the Board.

## ARTICLE 5

### Parties to this Agreement

#### 5.1. Initial Membership.

Each signatory to this Agreement hereby contracts with the other signatories of this Agreement to form, and become a Member of, the Utah Lake Commission to accomplish the purposes set forth in Article 2 herein.

#### 5.2. Withdrawal.

Each party to this Agreement acknowledges and agrees that the withdrawal of any Member from this Agreement pursuant to Section 5.6 shall not adversely affect this Agreement nor such party's contractual relationship with any other Party to this Agreement. Withdrawal of a Member does not relieve the Member's obligation to pay its share of obligations, indebtedness, and liabilities incurred prior to withdrawal.

#### 5.3. Membership on Governing Board.

Membership of the Governing Board shall be made up of the signatories to this Agreement and as noted in Appendix 1 of this Agreement. These Members shall have voting rights as noted in this Agreement. The Governing Board shall amend Appendix 1 to add and remove Members as they join, withdraw and/or rejoin the Commission.

#### 5.4. Ex Officio Members of the Board.

By a majority vote of the Governing Board, Ex-Officio members may be appointed or removed to act as advisors to the Commission from other interested parties including other Utah County cities; Federal agencies; additional State Departments; recreation organizations; water user organizations; and other public or private organizations. Public agencies or other organizations may petition the Governing Board to become Ex Officio Members. Ex Officio members shall be non-voting members who serve at the pleasure of the Governing Board. After the Commission is established and the Governing Board has voted, those appointed to serve as Ex Officio members of the Board shall be listed in Appendix 2 to this agreement, which Appendix shall be modified as the Governing Board adds to or deletes those who will serve.

#### 5.5. Subsequent Membership.

Public agencies who qualify as members under Section 1.6 but who do not initially approve and become signatories to this Agreement, have withdrawn and wish to reapply, or

are newly created municipalities may later formally join and become signatories to this Agreement upon approval of, and pursuant to the conditions established by, the Governing Board. Appendix 1 of this Agreement will be modified as new members are added to the Commission and the amended Appendix 1 will be considered binding and the official list of membership from that point forward until Appendix 1 is modified again.

5.6. Notice of Withdrawal.

A Member may withdraw if the Member's financial obligations to the Commission are current, including its annual budget commitment; the governing body of the Member gives written notice of its intent to withdraw from the Governing Board of the Utah Lake Commission not less than one year prior to the effective date on which it intends to withdraw; and such withdrawal does not materially adversely affect any project or bonds previously approved by the Utah Lake Commission and the governing body of the withdrawing Member. A Member who withdraws its membership shall have no further obligations to the Commission and the Commission shall have no further obligations to the withdrawn Member, except as otherwise expressly provided for herein. The fact that a public agency has previously withdrawn its membership or its membership has been cancelled shall not prohibit said public agency from rejoining the Commission as provided in Section 5.5.

**ARTICLE 6**

**Voting Rights of Members**

Each Member of the Governing Board shall be entitled to one vote on the official business that comes before the Board. Ex Officio Members and Technical Committee Members shall not be entitled to vote.

**ARTICLE 7**

**Powers and Authority of the Commission**

7.1. Independent Legal Entity; Scope and Location.

The Utah Lake Commission shall become a separate and independent governmental entity on the effective date of this Agreement pursuant to the provisions of this Agreement and shall continue its operation and existence pursuant to the provisions of this Agreement. The area for Commission study and action shall include the Master Plan Study Area as defined in Article 1.

7.2. Interlocal Cooperation Act Powers.

The Utah Lake Commission shall have all powers granted by the Interlocal Cooperation Act and is hereby authorized to do all acts necessary to accomplish its stated purposes, including, but not limited to, any or all of the following:

7.2.1. To make and enter into contracts consistent with Section 7.5.

7.2.2. To acquire, hold, or dispose of its property, contributions, grants, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities.

7.2.3. To sue and be sued in its own name.

7.2.4. Except as otherwise provided herein, to lawfully cooperate and/or contract with other entities, members or parties to accomplish the purposes of this agreement.

7.2.5. To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement or otherwise authorized by law.

7.2.6. To borrow money or incur indebtedness, liabilities, or obligations; to issue bonds for the purposes for which it was created; to assign, pledge, or otherwise convey as security for the payment of any such bonds the revenues and receipts from or for the Commission, which assignment, pledge, or other conveyance may rank prior in right to any other obligation except taxes or payments in lieu thereof payable to the State of Utah or its political subdivisions.

7.3. Receive Federal and State Grants.

The Commission is hereby authorized to act as an agency to receive federal and state grants; other grants; or loans on behalf of the member governments, for all planning and development programs and projects which are specifically intended to accomplish the goals of the Commission.

7.4. The Commission has no Superseding Authority.

The Commission has no authority to nor does it supplant any powers of individual members as set forth in the Utah Constitution, state law, county or municipal ordinance, or other powers specifically given to them; nor does the Commission have superseding authority over other government entities and jurisdictions, including but not limited to, the Utah State Engineer and the Engineer's duly appointed water commissioners. The Commission shall not have the authority to require alterations of duly adopted plans or decisions of any agency or jurisdiction.

7.5. Contracts.

The Commission may contract generally and enter into contracts or agreements with private organizations, foundations, the federal government, state, county, or any municipal corporation, and/or any other governmental agency for any purpose necessary or desirable for dealing with affairs of mutual concern, and/or contract for the provision of services with state, county, and cities, and to accept all funds resulting therefrom.

7.6. Acquisition of Personal Property.

The Commission may acquire personal property or an undivided, fractional, or other interest in personal property, necessary or convenient for the purposes of the staff of the Commission.

7.7. Exercise of Powers. All powers of the Commission shall be exercised pursuant to the terms of this Agreement, its bylaws, and any governing laws.

## ARTICLE 8

### Responsibilities of the Commission

8.1. Create a Master Plan.

The Utah Lake Commission shall prepare and adopt a Master Plan for the lake and its shore lands. The plan shall set forth the needs and goals of the lake and its shore lands and a statement of the policies and standards of the Master plan. The Master plan shall be a priority of the Commission once established. The Master Plan will be prepared and adopted as soon as practicable.

8.1.1. The Master Plan shall achieve the aforementioned purposes by:

8.1.1.1 Identifying and securing funding for staff.

8.1.1.2 Creating advisory committees as needed.

8.1.1.3 Gathering information, including scientific studies and current agency land use, recreation, transportation, public facilities, and natural resource management plans.

8.1.1.4 Undertaking studies and assessments to fill in information gaps.

8.1.1.5 Identifying corrective actions needed to restore and/or maintain the ecological integrity of the Lake, including the chemical, physical, environmental, wildlife, and biological integrity of the Utah Lake system.

8.1.1.6 Soliciting public input and participation throughout the process.

8.1.2. The Master plan shall include the following correlated elements:

8.1.2.1 A land use plan which considers Public Trust and Sovereign Land responsibilities in making decisions regarding the lake and the land surrounding it which includes balancing economic benefits and public access, use, enjoyment and protection and promoting recommendations for agencies' plans for the lake, and its surrounding lands including land use planning coordination.

8.1.2.2 A transportation plan which includes consideration for roads, access areas, buffer zones, restrictions and limitations.

8.1.2.3 A natural resources conservation and management plan which includes, but is not limited to, improving the quality of the lake and its water in order to improve all aspects of conservation, recreation, wildlife, riparian interests, wetlands, and open space.

8.1.2.4 A recreation plan which includes consideration for trails, marinas, beaches, entry points, public access areas and other areas of public interest.

8.1.2.5 A public services and capital facilities plan.

8.1.2.6 A shoreline protection plan.

8.1.3. General Plans.

The Master Plan shall take into consideration the General Plans of its Members. The Commission shall utilize its Technical Advisory Committee as needed to assist in the preparation of the Master Plan.

8.1.4. The Commission shall coordinate the implementation of the Master Plan as follows:

- 8.1.4.1 Have regular publicized meetings to receive input from the public, governmental agencies, private landowners and other organizations and manage the many aspects of implementing, reviewing, and monitoring the Master Plan.
- 8.1.4.2 Establish policies and procedures that assure problem solving, communication, and coordination with Utah County cities, State, Local and Federal agencies that are not members of the Commission.
- 8.1.4.3 Ensure public participation is encouraged and solicited.
- 8.1.4.4 Review agencies' currently adopted plans for the Master Plan Study Area and recommend additions or changes in conformance with the Master Plan. This includes coordinating all planning and activities that will impact the lake and the landholders surrounding the lake.
- 8.1.4.5 Review agencies' and municipalities' ordinances, rules, standards, and regulations and recommend additions or changes in conformance with the Master Plan.

8.2. Effect of Vote.

Adoption by vote of the Board shall be the consensus of the Commission and Members should work unitedly to implement measures necessary to carry out that which has been adopted.

8.3. Review of Private Development Proposals.

As they are proposed, the Commission will review all private development plans, programs or proposals, including residential, commercial, and recreational developments, ("private submissions") within the Master Plan Study Area for conformance with the Master Plan. The Commission shall provide timely comments regarding Master Plan compliance on the proposed development to the local jurisdiction and the proponent of the development. The Commission may work with the parties to resolve any issues of noncompliance by providing detailed research, suggestions, and advisory support required to bring the private submission into compliance with the Master Plan. Specifics of any final plan shall be left to the sole discretion of the reviewing agency that has jurisdiction over said submission.

#### 8.4. Review of Proposed Agency Actions.

As they are proposed, the Commission will review all public agency plans, programs, proposals, regulations, ordinances, and rules ("agency submissions") that affect the Master Plan Study Area for conformance with the Master Plan. The Commission shall provide timely comments regarding Master Plan compliance on the proposed proposal to the local agency. The Commission may work with the agency to resolve any issues of noncompliance by providing detailed research, suggestions, and advisory support required to bring the agency submission into compliance with the Master Plan. Specifics of any final plan shall be left to the sole discretion of the reviewing agency that has jurisdiction over said submission.

#### 8.5. Adoption of Uniform Ordinances and Standards.

The Commission shall have the power to recommend by resolution, any ordinances, rules, regulations or policies not inconsistent with state law which are necessary, appropriate, or incidental to effectuate the Master Plan. The resolutions shall recommend general regional standards, including but not limited to the following: water quality, subdivision development, zoning, solid waste disposal, sewage disposal, tree removal, shoreline development, house relocation, outdoor recreation, harbors, piers, flood plain protection, soil and sedimentation control, air pollution and watershed protection. Whenever possible without diminishing the effectiveness of the Master Plan, the recommended ordinances, rules, regulations and policies shall be confined to matters which are general in nature. The specifics of any such matter adopted by a governmental jurisdiction, shall be left to the sole discretion of the adopting agency.

#### 8.6. Identify Maintenance Needs.

Continually identify maintenance projects and opportunities for improvements that should be pursued; develop funding, an annual work program, and a long-range strategy to carry out the projects.

### ARTICLE 9

#### Liabilities and Obligations of Members

##### 9.1. Governmental Immunity.

In entering into this Agreement, the Members do not waive, and are not waiving, any immunity provided to the Members or their officials, employees, or agents by the Governmental Immunity Act of Utah, Title 63, Chapter 30d, Utah Code (the "Immunity Act"), or by other law.

9.2. Waiver of Obligations.

This Agreement shall not relieve any Member of any obligation or responsibility imposed upon it by law. However, to the extent of actual and timely performance thereof by the Utah Lake Commission, such performance may be offered in satisfaction of such obligation or responsibility.

9.3. Obligations Special and Limited.

The obligations entered into by each Member by this Agreement are special limited obligations of each such Member, and nothing herein shall be construed or give rise to a general obligation or liability of any Member or a charge against its general credit or taxing powers. Members may enter into agreements to pledge revenues to secure the bonds issued by the Utah Lake Commission to finance projects undertaken by the Commission. Such pledges shall constitute obligations of the pledging Members only to the extent expressly authorized by the governing body of each Member.

9.4. Bonding.

Any Bonds issued or incurred by the Utah Lake Commission shall not constitute a debt of any individual Member, but shall be secured only in the manner set forth herein. There shall be no additional liability or obligation of a Member except as provided in Section 9.3.

9.5. Indemnification.

The Utah Lake Commission shall defend, indemnify, save harmless, and exempt the Members, their officers, agents, and employees from and against all claims, suits, legal proceedings, demands, damages, costs, expenses, and attorneys' fees incident to any willful or negligent acts or omissions by the Commission, its officers, agents, or employees. The Governing Board shall, prior to the commencement of construction of any project undertaken by the Commission provide for risk and liability coverage and payment and performance bonds in such amounts as the Commission deems necessary to insure against risks arising from the undertaking the project.

## ARTICLE 10

### Governing Board

#### 10.1. Appointment.

There is hereby created a Governing Board of the Commission which shall consist of the following:

- 10.1.1. An appointed elected official from Utah County, appointed by the County Commission;
- 10.1.2. An appointed elected official from each of the establishing municipalities listed in Appendix 1 and new municipalities who become members after the adoption of this Agreement, appointed in accordance with each municipality's respective rules governing appointments to Boards;
- 10.1.3. An appointed representative of the Utah Department of Natural Resources, Division of Forestry, Fire and State Lands, as determined by the Department;
- 10.1.4. An appointed representative of the Utah Department of Natural Resources, at large representing all remaining Divisions of the Department, as determined by the Department;
- 10.1.5. An appointed representative of the Utah Department of Environmental Quality, as determined by the Department;
- 10.1.6. A member of the Utah Legislature whose District includes residents of Utah County, appointed jointly by the President of the Senate and the Speaker of the House; and
- 10.1.7. An appointed representative of the Central Utah Water Conservancy District, as determined by the District.

#### 10.2. Terms.

The Governing Board members shall each be appointed for four year terms of office with the initial Board members designating half of their initial members to serve a two year term. Reappointments and replacements should be by appointment of the public agency who appointed the member being replaced or reappointed.

10.3. Compensation.

Members of the Governing Board shall serve without compensation and have their expenses paid by their appointing agency.

10.4 Leadership.

The Governing Board shall have a Chair and a Vice-Chair elected by and from their members, whose term shall expire every two years. The chair and vice-chair shall not serve successive terms.

10.5. Alternates.

The Board representative may send an alternate to act in his or her place at a Board or Executive Committee meeting, except if the Board representative is the Chair or a Vice-Chair, then that Board representative's responsibilities for conducting the meeting or signing documents shall fall to the next Vice-Chair in line.

10.6. Regular Meetings.

The Governing Board should hold regularly scheduled public meetings to accomplish the objectives of the Utah Lake Commission and adopt, amend and repeal bylaws, rules, policies and procedures for the conduct of their affairs. The Board shall hold at least one regular meeting annually. Meetings may be conducted by telephonic or other electronic means of communication in accordance with state law.

10.7. Minutes.

The Governing Board shall cause to be kept minutes of all meetings of the Board in accordance with state law and in all other ways comply with the Utah Open and Public Meetings Act. As soon as possible after each meeting, a draft copy of the minutes shall be forwarded to each member of the Board.

10.8. Majority Vote.

The presence of the Board members entitled to cast a majority of the votes of the entire Board shall constitute a quorum for the transaction of business. Unless otherwise requiring a 2/3 or greater vote, a majority vote of the total votes of the entire Board, whether or not all Board members are present, shall constitute action by the Board.

10.9. Notice of Meetings.

Notice to Board members shall be sufficient if delivered in writing, by fax, or by e-mail to the designated representative of the respective Member, at the address, fax number, or e-mail address provided.

10.10. Requests for Information.

The Governing Board shall have an ongoing duty to see that all of its Members are informed regarding all activities of the Commission and, accordingly, shall cause a copy of all materials (unless they are not public records; in which case, notice of their existence shall be given) delivered in the manner it deems appropriate to Board members for meetings of the Board, including meeting agendas and minutes of past meetings, and to such other persons as the Member may request in writing, including each Member's legal counsel. The Executive Director shall promptly respond to all requests for information made by any Member.

## ARTICLE 11

### Powers and Duties of the Governing Board

The Governing Board shall have the following powers and duties:

11.1. Executive Committee.

The Governing Board shall have the authority to appoint an Executive Committee of not more than seven (7) members of the Board.

11.1.1 The Executive Committee shall include a representative of the Department of Natural Resources, and other members as determined by the Board through its bylaws.

11.1.2 The Board may delegate to the Executive Committee such powers and responsibilities as the Board deems appropriate.

11.1.3 The voting, powers, and responsibilities of the Executive Committee shall be as established in the bylaws of the Commission.

11.1.4 The Governing Board may not delegate the following powers and duties: (i) the election of the Chair and Vice Chairs of the Board.; (ii) the election of the group representatives to the Executive Committee; (iii) the power to adopt, modify, and approve changes in the bylaws and recommend

proposed changes to the Agreement that must be approved by the Members' governing bodies; and (iv) the power to terminate or dissolve the Utah Lake Management Commission.

#### 11.1.5 Other Committees.

The Governing Board shall have the authority to appoint additional committees made up of members of the Governing Board. It shall also have authority to establish committees separate and apart from the Technical Committee established in Article 12, to advise and confer with the Governing Board and the Technical Committee.

11.1.5.1 Membership of the various committees shall be at the will and pleasure of the Governing Board for time limited or project limited assignments and are not permanently associated with the Commission.

11.1.5.2 The various committees shall engage in such projects and reviews as assigned by the Governing Board.

#### 11.2. Executive Reports.

The Governing Board shall receive and act upon reports of the Executive Committee and of the Executive Director.

#### 11.3. Executive Director and Staff.

The Governing Board shall hire a limited staff including appointing an Executive Director on such terms and conditions as the Board determines appropriate, and may employ such persons as the Board deems necessary for the proper administration of the Commission. The Governing Board shall have the general supervisory and policy control over the day to day decisions and administrative activities of the Executive Director.

#### 11.4. Bylaws.

The Governing Board shall have the authority to adopt bylaws and thereafter amend the bylaws. The adoption and any amendments shall be by a seventy-five percent (75%) vote of the Board. Each Member shall receive a copy of the bylaws.

#### 11.5. Rules.

The Governing Board shall have the authority to establish rules governing its own conduct and procedures not inconsistent with the bylaws.

11.6. Records.

The records of the Commission shall be governed by the "Government Records Access and Management Act," Section 63-2-101, et seq., Utah Code, as amended, to the extent applicable, except that the governing body and/or legal counsel of each Member shall have full access to inspect all records and copy public records of the Commission.

**ARTICLE 12**

**Technical Advisory Committee**

12.1. Creation.

There is hereby created a Technical Advisory Committee to the Commission which shall consist of appointed representatives as follows:

- 12.1.1 One representative from Utah County, appointed by the County Commission;
- 12.1.2 One appointed representative from each of the establishing municipalities listed in Appendix 1, appointed in accordance with each municipality's respective rules governing appointments to Boards;
- 12.1.3 One appointed representative from each of the following Divisions of the Department of Natural Resources: Division of Wildlife Resources; Division of Forestry, Fire and State Lands; Division of Parks and Recreation; and the Division of Water Resources, as determined by the Department;
- 12.1.4 One appointed representative of the Central Utah Water Conservancy District, appointed by its board;
- 12.1.5 One appointed representative of the Utah Department of Environmental Quality, as determined by the Department; and
- 12.1.6 One appointed representative of the Utah Lake Water Users, as determined by the group.
- 12.1.7 One appointed representative of the Utah Regulatory Office of the U. S. Army Corps of Engineers appointed by the Utah Office.
- 12.1.8 Additional member as appointed by the Governing Board.

12.2. Terms.

Technical Advisory Committee members shall each be appointed for four year terms of office with the initial Members serving an initial two year term if the agencies' Governing Board Member is appointed to an initial two-year term and a four-year term if the agencies' Governing Board member is appointed to a four-year term. Reappointments and replacements shall be by appointment of the public agency who appointed the member being replaced or reappointed.

12.3. Compensation.

Members of the Technical Advisory Committee shall serve without compensation and have their expenses paid by their appointing agency.

12.4. Leadership.

The Technical Advisory Committee shall have a Chair and a Vice-Chair elected by and from their members, whose term shall expire every two years. The chair and vice-chair shall not serve successive terms.

12.5. Advice.

The Technical Advisory Committee shall advise the Governing Board with respect to the technical aspects of the Governing Board's work including developing a Utah Lake Master Plan, standards, goals, best management practices and recommendations for uniform rules, regulations and ordinances.

12.6. Meetings.

Unless otherwise provided by bylaws or resolution of the Board, the Technical Advisory Committee shall meet as often as it deems necessary to conduct its business.

12.7. Information Gathering.

The Technical Advisory Committee, on its own initiative or when requested by the Board or Executive Director, shall gather information, investigate the appropriate issues, and make recommendations to the Board.

12.8. Subcommittees.

The Technical Advisory Committee may create subcommittees from among its members and appoint others to work with said committees as it deems necessary to fulfill its purposes and specific assignments.

## ARTICLE 13

### Funding, Budget, Accounts and Financial Records

#### 13.1. Funding; Investment and Disbursement of Funds.

The Governing Board shall provide for the investment and disbursement of funds and their periodic review. As an initially agreed upon funding formula, the State of Utah will contribute 35% of the annual budget; the Central Utah Water Conservancy District will contribute 15% of the annual budget; and Utah County and local public agencies who are Members of the Commission will contribute 50% of the annual budget. Additional funding sources shall include Federal grants, if awarded, and contributions from other funding sources as approved by the Governing Board. Utah County and local public agencies that are Members shall contribute based on a formula developed by the Members that include the following equally weighted factors: population, land area and shoreline miles. Other sources of funding could include fees and contributions from other voting members of the Board, Ex Officio Members, other Federal agencies, State agencies, local governments, grants from private individuals or organizations, developers, and businesses. Failure of a member to provide its contribution shall constitute a breach of this Agreement. The funding formula set forth above may be modified by a 2/3 vote of the Commission Members, but such changes shall not take effect until the beginning of a new budget year.

#### 13.2. Annual Budget.

The Governing Board shall annually adopt an operating budget pursuant to the provisions of this Agreement, Bylaws adopted by the Governing Board and applicable law.

#### 13.3. Funds and Accounts.

The Executive Director shall establish and maintain such funds and accounts as may be required by governmental accounting practices and the State's fiscal procedures act. Financial records of the Commission shall be open to inspection at all reasonable times by Members' representatives and shall be open public records if so required by Utah State law.

#### 13.4. Certified Annual Audit.

The Governing Board shall provide for a certified annual audit of the accounts and records of the Utah Lake Commission, which audit shall conform to generally accepted auditing standards. Such annual audit shall be open for inspection by each Member representative at all reasonable times.

13.5 Executive Director's Responsibility for Funds.

The Executive Director shall have custody of and shall disburse the Commission's funds. The Executive Director shall have the authority to delegate the signatory function to such persons as are authorized by the Governing Board.

13.6. Fidelity Bonds.

Unless otherwise provided for by the Governing Board, a fidelity and/or treasurer's bond may be required of all officers, agents, and personnel authorized to disburse funds of the Commission. The cost of such bond shall be paid by the Commission.

13.7. Financial Records.

The Executive Director shall keep and maintain, or cause to be kept and maintained, adequate and correct financial records, including accounts of its assets, liabilities, receipts, and disbursements, and shall have such other duties as are provided for in the bylaws.

13.8. Selling of Services. The Executive Director may authorize the sale of the Commission's services, output or products to other entities upon approval of the Board.

## ARTICLE 14

### Dissolution of the Commission

14.1. Outstanding Indebtedness.

So long as there are any outstanding Bonds or other indebtedness of the Commission, the Commission shall remain a separate legal entity with all of the power and duties set forth in this Agreement and all of the responsibilities, covenants, and obligations required in the Bond documents.

14.2. Dissolution of the Commission by Vote.

If there are no outstanding Bonds or other indebtedness that cannot be covered by current funds, the Commission may be dissolved with a seventy-five percent (75%) vote of the Members at any time.

14.3. Powers of Governing Board Upon Dissolution.

The Governing Board is vested with all powers necessary for the purpose of winding up and dissolving the business affairs of the Utah Lake Commission consistent with and subject to the limits of this Agreement.

14.4. Division of Assets.

Upon dissolution and after payment in full of all outstanding Bonds and other Commission obligations, the Governing Board shall equitably disburse the assets of the Commission to the then current Members. After deducting costs, any cash or other assets jointly shared shall be disbursed, or interests deeded, *pro rata*.

**ARTICLE 15**

**Filing of this Interlocal Cooperation Agreement**

A copy of this Interlocal Cooperation Agreement shall be placed on file in the office of the Official Record Keeper of each public agency that is a Member hereto and shall remain on file for public inspection during the term of this Agreement.

**ARTICLE 16**

**Miscellaneous Provisions**

16.1 Confidentiality.

The Governing Board and Technical Advisory Committee shall take such steps as they deem necessary to protect and keep confidential appropriate information received or kept by it in accordance with law. The Members shall protect and keep confidential information kept or received by the Commission during the term of this Agreement and after the termination of their membership in the Commission pursuant to the bylaws or other policies adopted by the Board and consistent with law. Nothing in this section shall be construed to allow the Board, the Technical Advisory Committee, the Officers or employees from withholding information from any Commission Member, so long as the Member agrees to maintain the confidentiality of such information.

16.2. Status of Members' Employees.

When members of the Governing Board and the Technical Advisory Committee, and the employees and agents of the Commission are acting on behalf of the Commission within the scope of their authority, office or employment, they shall be considered to be acting on behalf of their respective public agency employer within the meaning of the Governmental Immunity Act and Section 63-30a-1, et seq., Utah Code, and thus, shall be entitled to indemnification and representation so long as they meet the requirements of Section 63-30(d)-902 of the Utah Code.

16.3. Prohibition Against Assignment.

No Member may assign any right, claim, or interest it may have under this Agreement; and no creditor, assignee, or third party beneficiary of any Member shall have any right, claim, or title to any asset of the Commission.

16.4. Severability Clause.

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, clauses, applications, or occurrences, and this Agreement is expressly declared to be severable.

16.5. Complete Agreement.

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

16.6. Amendment.

This Agreement may be amended at any time by the written approval of seventy-five percent (75%) of all current Members signatory to it.

16.7. Governing Law.

This Agreement shall be governed according to the laws of the State of Utah.

16.8. Binding Effect.

This Agreement shall bind the parties, their successors and assigns.

16.9 Captions.

The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

16.10 Time.

Time is of the essence of each term, provision, and covenant of this Agreement.

16.11. Appendices and Exhibits.

The Appendices attached hereto, and those Appendices and Exhibits subsequently attached hereto from time to time by a seventy-five percent (75%) vote of the Governing Board, shall be considered to be a part of this Agreement and binding upon all parties. The parties signatures on any Appendices and Exhibits shall be evidence that the same are accepted.

16.12. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

16.13. Breach of Agreement.

The failure of a party to comply with the terms and condition of this Agreement shall constitute a breach of this Agreement. A party shall have thirty (30) days after receipt of written notice to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice. After notice, if corrective action is not taken, the Board may take appropriate action including revocation of the breaching party's membership.

**IN WITNESS WHEREOF**, the parties have signed and executed this Interlocal Cooperation Agreement, after resolution duly and lawfully passed, on the dates listed on the signatory pages, below, to become effective on the Effective Date, first written above.



# PRELIMINARY PLAT

## REPORT TO THE CITY COUNCIL THE RIDGE PRELIMINARY PLAT

**Agenda Date:** May 6, 2014.

**Staff Contacts:** Dave Anderson, Community Development Director.

**Reviewed By:** Development Review Committee, Planning Commission.

**Request:** The applicant, Jesse Brimhall, is proposing to develop a 14-acre site with 166 townhome units.

**Zoning:** R-1-6 existing, R-3 proposed.

**General Plan:** Low and Medium Density Residential existing, High Density proposed.

**Project Size:** 14 acres.

**Number of lots:** 166.

**Location:** 2700 East Canyon Road.

### Background Discussion

Accompanying this report is a presentation the applicant has prepared to describe the development, the proposed Preliminary Plat, a Traffic Analysis and notes from the Neighborhood Meeting.

The attached Preliminary Plat is an updated version of what the applicant first submitted for the City to review. The Planning Commission reviewed this proposal in two meetings and a few concerns were raised by surrounding property owners in the first meeting.

One concern had to do with the proposed height of buildings that were planned to be located adjacent to Canyon Road. To address this concern, the applicant has modified the proposed Plat so that only two-story structures are located between the proposed clubhouse and Canyon Road (in Phase 2).

Another concern pertained to traffic on Canyon Road and 2550 East and whether the proposed development would add sufficient traffic to worsen the current situation. To address this concern, the applicant retained a transportation consultant who prepared the attached Traffic Analysis. In short, staff was not surprised by the findings of the analysis and believes the analysis indicates that the development will not worsen current transportation concerns in any significant way.

One of the main concerns relative to traffic pertains to the 2550 East Canyon Road intersection. The City understands that this intersection does not function the way we believe it should and steps have been taken to correct that. The City has obtained Federal funding to realign and reconstruct the intersection with a signal. The Traffic Analysis indicates that this intersection currently functions at a "failing" level of service for one particular movement. The

Analysis also indicates that the anticipated level of service for the “failing” movement improves to a B, a very functional level of service, once the intersection is realigned and the project is completely built out. The analysis also indicates that, should The Ridge development be completely built out before the intersection is realigned, the change to the level of service is minimal.

The need for adequate parking has been the topic of discussion during several meetings the applicant has had with staff. Staff believes the applicant has adequately addressed the concern by providing 100 more off-street parking spaces than what The City’s ordinance requires. Staff further believes the proposed parking will be adequate as on-street parking will be available and usable. The City simply does not allow on-street parking to be counted towards a development’s parking requirement.

The proposed Preliminary Plat is being reviewed under the City’s current Master Planned Development standards. As such, the proposed density of 11.8 units per acre conforms to the City’s ordinance provided that the accompanying General Plan and Zoning Map Amendments are approved.

As part of the Master Planned Development approval, the applicant has requested the approval of a modified height requirement to

allow for the buildings to be as tall as 45 feet. Given the nature of the proposed structures and their location, staff does not have any concerns allowing for the taller heights.

The applicant held a neighborhood meeting for the project on February 25. A list of attendees and notes from that meeting are attached to this report.

The Development Review Committee recommended that the proposed Preliminary Plat be approved in their April 2 meeting.

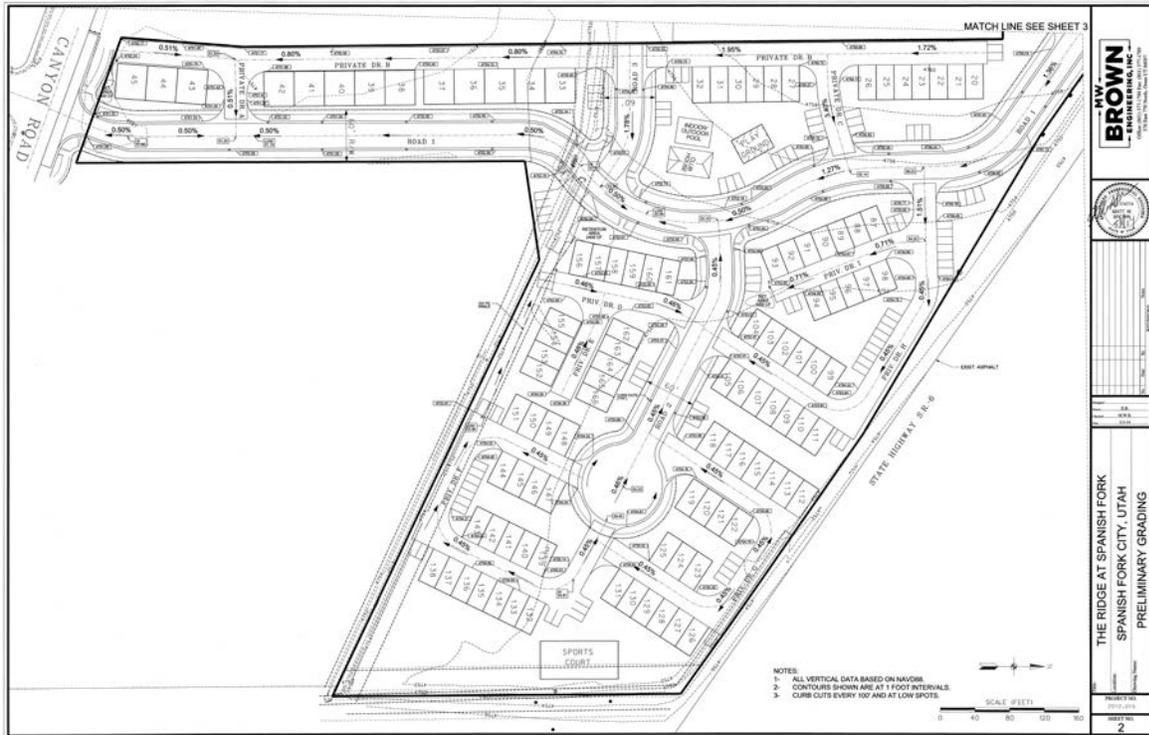
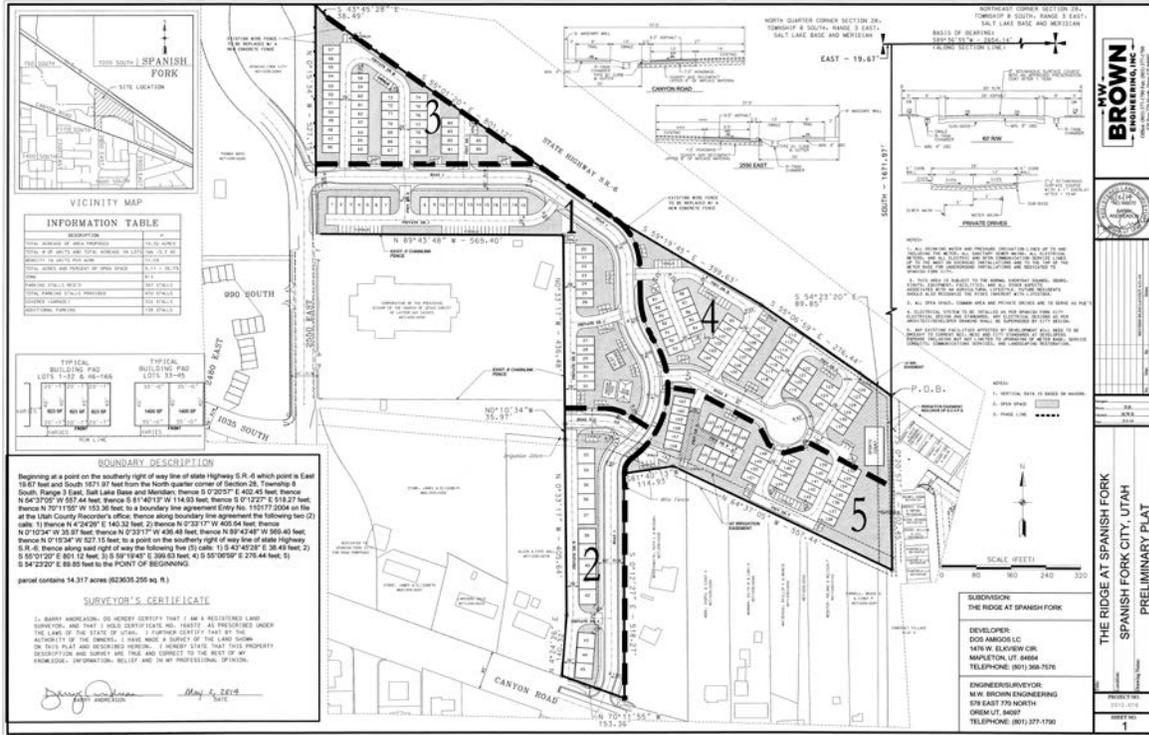
The Planning Commission recommended in their May 30 meeting that the proposed Preliminary Plat be approved.

### **Budgetary Impact**

There is no anticipated budget impact with this proposed subdivision.

### **Recommendation**

Staff Recommends that the proposed Preliminary Plat for a Master Planned Development for The Ridge be approved with a total of 166 units, a maximum building height of 44 feet.







Neighborhood Meeting  
 2/25/2014 @ 5:30 pm  
 The Ridge - Dos Amigos LC

1	Phillip + Wendie Whitehead	51
2	Larlene Branthwaite	52
3		53
4	DAVIA HOLMES	54
5	Bobbi Robertson	55
6	Debbie O'Brien	56
7	Cesar A Sanchez	57
8	Amparo P. Sanchez	58
9	Bill Cabert	59
10	Jonas Welch	60
11	Adam Folkman	61
12	Dennis Stone	62
13	Roland Webster	63
14	Heather Inouet	64
15	Garth Bird	65
16		66
17		67
18		68
19		69
20		70
21		71
22		72
23		73
24		74
25		75
26		76
27		77
28		78
29		79
30		80
31		81
32		82
33		83
34		84
35		85
36		86
37		87
38		88
39		89
40		90
41		91
42		92
43		93
44		94
45		95
46		96
47		97
48		98
49		99
50		100

Minutes – Neighborhood Meeting  
2/25/14 @ 5:30pm  
The Ridge – Dos Amigos

Welcome and thank you for coming to this meeting. My name is Jesse Brimhall; I am the managing partner of Dos Amigos the development company that is proposing a new subdivision in your area. The city requires me to notify you as a resident within a 500 ft. boundary of our proposed subdivision and invite you to this meeting. We are proposing to build a new subdivision adjacent to Somerset Village called The Ridge at Spanish Fork. Here is a colored rendering of the project we're proposing. It would be a townhome development somewhat similar to Somerset but with a different style and feel of home. There would be a total of 166 units on 14 acres.

Q: Will this be connected to Somerset Village?

A: No, this project will stand alone and will have no connection with Somerset.

Q: Where are the entrances to your project?

A: There would be 2 entrances, one here on the south entering from canyon rd. and the other just north of the stake center on 2550 E.

This subdivision would have a number of nice amenities including a pool and a clubhouse, playgrounds and sports court.

Q: Where is our pool at Somerset?

Comment: It was voted down.

A: If you'd like to talk about Somerset and the proposed pool, I'd be happy to talk to you about that after this meeting.

Q: What will be happening between this project and Somerset? Will that fence continue between the two?

A: Yes, the fence would have already been installed as you'll notice we have installed the footings for the fence but we were stopped by the canal company. They would like us to pipe the canal prior to installing the fence. We are in process of doing that and were delayed by winter but that long black pipe that you see out in the field will be going in shortly to take care of that. The fence will then be installed and will complete Somerset.

Q: We live next to Somerset along Canyon road your property borders the back of our property. A few years ago you worked with us and others to straighten up the boundary lines and to put the canal on your property. What will you do with that canal? We will do the same thing that we're doing with the canal we just spoke of, it will be buried.

Q: What will happen with the current irrigation water we receive from that canal, will we still receive that irrigation water?

A: I don't have the full answer to that question. We will work with the canal company and the city to see what is required and how to best take care of that canal and its functions.

Q: Will you be fencing this project off along the boundary between our back yard and your subdivision?

Comment: Yes they will be doing the same thing they did at Somerset.

A: We will be fencing this subdivision off, it is not yet determined the exact type of fence we are looking at some different products that will be conducive to this style of housing. Perhaps something similar to what you see at the Salisbury subdivision going in North of the high school that uses steel posts and concrete panels. We just want something that is unique and will look well with this style of home.

Q: How will the construction at The Ridge affect us at Somerset?

A: There should be no real effect from the construction of this project on any of the surrounding residences. Obviously, there will be some traffic from the construction as well as normal construction type atmosphere but this shouldn't have any effect on the surrounding residents.

Q: What will you do to keep the construction dust down for those of us that live at Somerset?

A: Fortunately you live east of The Ridge; the wonderful canyon winds will keep most of the dust from affecting Somerset. But really, there shouldn't be a problem with dust and it affecting the nearby residents.

Q: Where will construction traffic enter?

A: Construction traffic will enter from one of the two entrances.

Comment: They'll enter right here next to my property.

A: Yes, but this shouldn't create any issues and the amount of Construction traffic won't be so much at any time that it should pose an issue to surrounding residents.

The city and UDOT are planning sometime in the next year or two to place a light at the intersection here on Canyon road and 2550 E. This should help with traffic from this subdivision and all the surrounding neighborhoods.

You'll note that The Ridge doesn't utilize any other residential roads to access its homes or to access canyon road or hwy. 6. There should be very little traffic impact from the residents of The Ridge toward any of the surrounding areas.

Q: How big will these homes be?

A: The homes will be between 1800 – 2100 square feet. They will be 3 story homes with no basements. The main floor will have a two car garage that enters from the rear. There will be a family room on the main floor. The second floor will have your living/dining room, kitchen, bedroom and bathroom. The top floor would have a combination of 2-3 bedrooms and 2 bathrooms. So you'll have the option of a 3 or 4 bedroom home.

Q: Will there be single level living?

A: We do have plans that have the master on the main with a second story. We don't know how many of these will be built as it will depend on the market and the buyers demand.

Q: What will the cost of these homes be?

A: We anticipate starting prices to be in the \$180's and going up to around \$200,000.

These homes will be built in a similar quality to Somerset Village. Meaning a very high level of standard items included. This subdivision will be very unique and will be of the highest quality.

Q: What about parking? Will there be enough parking ?

A: Yes, we exceeded the required amount of parking as required by the city. With that said, This main road is a full width road whereas the roads at Somerset are private and much smaller. There will be parking allowed on this main road although this is in addition to the required amount. Each home has a 2 car garage and then spread throughout the subdivision is an additional 120 parking stalls.

The design of the subdivision utilizes rear entry garages and places the fronts of the homes facing other homes through a common area. This area will be lined with meandering sidewalks that will be lit at night and create a very open comfortable feel.

Q: Will these homes have similar yard space as Somerset?

A: No, these homes will all have a nice front patio about 10x20' but no backyards. There will be a lot of common area and amenities for the homeowners to walk and congregate.

We wanted to devise a layout that kept the foot/pedestrian traffic separate from the vehicle traffic. These smaller roads that come off of the city street will be private drives maintained by the HOA and will provide access to the homes but shouldn't be a source of heavy traffic as they simply provide access to the homeowners to park in their garages.

The city is in the process of adopting a new type of road and drainage system. We have agreed to build according to these specs. Essentially where you'd typically have storm drains and man holes throughout the streets and sidewalks, this new road system will incorporate natural drainage through landscaped park strips along both sides of the road. There is a specific type of landscaping that will be used to maintain the correct amount of drainage. This should add a very nice look and feel to the subdivision.

You'll note next to the Braithwaite's, it shows a half width road plus 10'. We have decided to take the burden of making this a full width road on our property so that this won't be a small road for the foreseeable future and will provide better access and less impact on the Braithwaite property. You'll notice that change on this other plat map. You can see where we have tightened things up to make that possible.

Q: What about water, will the city have enough water for all these homes?

A: Yes, there should be enough water for these homes. We will have to purchase enough shares to be able to provide water to each home but that shouldn't be a problem.

As part of our requirements for the subdivision we have performed soils testing and have found that there is not any groundwater that should adversely affect these homes. The soils are suitable for this type of construction.

Are there any other questions or concerns?

Q: What can we do to help?

A: Thank you for asking, I appreciate your support. This meeting is really just to inform you of what our intentions are. If you have any issues you can either ask me or there will be several meetings in the near future with the planning commission and city council where you can attend and ask questions.

If you don't have any other questions, you're free to leave. Again I appreciate you coming and offering your support and questions.



## MEMORANDUM

**To:** Dave Anderson, Spanish Fork City

**From:** Charles Allen, P.E. InterPlan

**Date:** April 29, 2014

**Subject:** The Ridge at Spanish Fork Development Traffic Analysis *DRAFT*

The purpose of this memo is to provide a brief traffic analysis of the anticipated impacts of The Ridge townhome development in Spanish Fork City, Utah. Analysis focuses on the expected impacts of the development to the 2550 East/Canyon Road intersection.

The 2550 East/Canyon Road intersection already exhibits some congestion and vehicle flow concerns today. Due to the size and location of development accesses, development traffic is not expected to significantly add to this congestion. Additionally, a planned realignment and signalization of the intersection in 2016 will provide sufficient capacity to accommodate existing and development traffic.

### Site Description

The Ridge at Spanish Fork is a proposed residential development located in southeastern Spanish Fork, Utah. The development lies east of 2550 East between US-6 on the north and Canyon Road (SR-198) on the south. The surrounding area is largely comprised of residential and agricultural land use. Major employment centers, such as central Spanish Fork City and the Provo/Orem metropolitan area are located to the north and west. East of the development, US-6 travels through Spanish Fork Canyon to Price and beyond to I-70.

US-6 is a major regional highway. 2550 East is a major collector that runs from Canyon Road (SR-198) on the south to 400 North Spanish Fork (SR-147) on the north. 2550 East intersects US-6 at a signalized intersection and provides a north-south connection between east Spanish Fork and the south Mapleton area, including Maple Hills High School. 2550 East also provides access from the residential areas of east Spanish Fork to US-6 and I-15. Canyon Road is a major collector that runs parallel to US-6 and provides a connection between Spanish Fork Main Street and the mouth of Spanish Fork Canyon where it intersects US-6.

The intersection of 2550 East/Canyon Road is a T-intersection, with the north leg (2550 East) stop controlled, and the east and west legs (Canyon Road) free flowing. At the intersection, Canyon Road is a shared thru/left lane eastbound and a shared thru/right lane westbound.

2550 East has both a left and right turn lane at the intersection. Just east of the 2550 East/Canyon Road intersection, 2600 East intersects Canyon Road from the south. These two T-intersections are offset by only 175 feet.

**Background Conditions**

Funds have been programmed in the Utah Department of Transportation (UDOT) Statewide Transportation Improvement Program (STIP) to reconstruct the 2550 East/Canyon Road intersection in 2016. The project will realign 2550 East so that it connects with Canyon Road directly across from 2600 East, eliminating the offset intersection. At this time the intersection will be widened to feature turn lanes. Additionally, once the roadway is realigned UDOT has approved installation of a new traffic signal. These improvements are expected to greatly improve traffic flow on Canyon Road.

**Development Description**

The Ridge at Spanish Fork is planned to feature 166 townhomes with an accompanying clubhouse and recreational amenities. The development will connect to the road network via an access on 2550 East just north of the existing church and an access on Canyon Road across from 2700 East. The development will also feature a stub road that can connect to possible future development of the parcels south of the church building.

**Figure 1. Site Plan for the Proposed Development**



### Data Collection

In order to forecast future conditions, InterPlan examines current traffic patterns and frequencies. Traffic counts and observations were conducted on Thursday, April 17, 2014 and Tuesday, April 22, 2014 during the AM and PM peak hours.

### Trip Generation

For purposes of evaluation and planning, transportation engineers have defined a unit of measure as a vehicle trip. A trip is a single or one-direction vehicle movement with either the origin or the destination (exiting or entering) inside the study site. (Source: Institute of Transportation Engineers (ITE), Trip Generation User's Guide and Handbook 20012) In general terms, any time a vehicle passes through a driveway, a trip is registered. The ITE has performed studies on various types of land uses and the trips generated by those individual land uses. The ITE has published detailed average trip rates by type of development. ITE trip generation rates are available for various periods of the day including AM and PM peaks on weekdays and on weekends.

Trip generation for the proposed development was calculated using the ITE's trip rate for townhomes (ITE Land Use Code 230). Table 1 summarizes the trip generation results for the AM and PM peak hours as well as the daily weekday total. The development is anticipated to generate approximately 964 daily trips, 73 AM peak hour trips and 86 PM peak hour trips.

**Table 1. Trip Generation for Proposed Development**

Land Use	ITE Code	Units	# of Units	Time Period	Trip Rate	In/Out Split	Trips		
							In	Out	Total
Residential Townhomes/ Condos	230	# of Dwelling Units	166	Weekday Daily	5.81	50/50	482	482	<b>964</b>
				AM Peak Hour	0.44	17/83	13	60	<b>73</b>
				PM Peak Hour	0.52	67/33	57	29	<b>86</b>

### Trip Distribution

With the calculated trip generation, InterPlan estimates how the trips impact adjacent roads and intersections. To do this, engineers look at the existing trip distribution obtained during data collection, specifically the traffic counts. Based on existing traffic patterns and consideration of the location of major urban centers, the following trip distribution will be used for development-generated trips:

- 40 % to/from West on US-6
- 35 % to/from Canyon Road
- 25 % to/from North on 2550 East

Based on the above trip generation distributions, Figure 2 details the traffic volumes that are expected to be generated during the AM and PM peak hours for The Ridge development.

**Figure 2 - Peak Hour Volumes Generated by Proposed Development**



**Traffic Analysis**

InterPlan evaluated the impacts of the proposed development by comparing traffic performance at the 2550 East/Canyon Road intersection with and without the development. Because the planned traffic signal and intersection reconstruction is expected to greatly improve traffic flow, InterPlan also compared performance of the new intersection configuration with and without the development traffic.

In analyzing how well an intersection operates, the capacity and/or operational Level of Service (LOS) for the intersection is determined. Level of Service is defined as how well an intersection or road operates based on levels A through F. Level A represents the best operating conditions and level F the worst. Typically, LOS D service flow rates are used as minimally acceptable standards in order to ensure acceptable traffic operations.

- A – free flow operation
- B – reasonably unimpeded operation
- C – stable operation
- D – small increases in flow may cause substantial delay
- E – operates with significant delays
- F – operates with extremely slow speeds and/or intersection failures

InterPlan calculates Level of Service using Synchro, a traffic engineering software program published by Trafficware. Synchro methods are consistent with the methods and procedures of

the Highway Capacity Manual 2010 to calculate vehicle delay on the roadway network. Built-in default parameters of Synchro, such as the use of a peak hour factor of 0.92, are generally used in our analysis. Field observations validate the appropriateness of default parameters. Table 2 illustrates the LOS definitions for stop sign controlled (unsignalized) and signalized intersections. It should be emphasized that Highway Capacity Manual definitions for level of service do not apply to uncontrolled movements.

**Table 2. LOS Criteria for Intersections**

<b>Level of Service</b>	<b>Stop-Controlled Intersection Approaches</b> Average Control delay (seconds/vehicle)	<b>Signalized Intersections</b> Average Control delay (seconds/vehicle)
A	0 – 10	0 – 10
B	> 10 – 15	> 10 – 20
C	> 15 – 25	> 20 – 35
D	> 25- 35	> 35- 55
E	> 35 – 50	> 55 – 80
F	> 50	> 80

Source: Highway Capacity Manual (HCM) 2000, Transportation Research Board National Research Council, Washington D.C., 2000.

*Existing Traffic Conditions*

During the PM peak hour, the southbound left and right turn volumes are heavy, and there is also significant queuing. Vehicles attempting to make a southbound left have a difficult time finding a gap in the cross traffic on Canyon Road. Additionally, 2550 East comes into Canyon Road at a slightly skewed angle, making southbound left turns more difficult because of sight distance issues associated with the intersection geometry.

A common traffic observation during the PM peak hour is that a significant portion of southbound vehicles turning left onto Canyon Road will then make a quick right onto 2600 East to access the neighborhoods to the south. During the AM peak hour, the opposite is observed, as the majority of vehicles coming northbound on 2600 East, will turn left onto Canyon Road, and then make a quick right onto 2550 East to access US-6.

LOS analysis for the 2550 East/Canyon Road intersection yields LOS F with 55 seconds/vehicle of delay for the southbound approach during the AM peak hour and LOS C with 19 seconds/vehicle of delay during the PM peak hour.

At the intersection of 2550 East/Canyon Road, the traffic movements with the worst queue lengths are the eastbound left turn during the AM peak hour and the southbound left turn and right turn during the PM peak hour. During the AM peak hour, analysis reports the 95<sup>th</sup> percentile queue length for the eastbound left turn movement is 425 feet (approximately 17 passenger cars). During the PM peak hour, the southbound left and right turn queues are 125 and 105 feet respectively (approximately 5 passenger cars).

*Existing With Development*

The Ridge at Spanish Fork development will not add a significant amount of traffic volumes or delay to existing conditions at the intersection at 2550 East/Canyon Road. Because development traffic will primarily migrate to and from US-6, only a small proportion of development traffic will utilize the 2550 East/Canyon Road intersection. Analysis shows that the development is only expected to increase vehicle delay during the AM peak hour from 55 seconds to 58 seconds, and during the PM peak hour, vehicle delay will remain the same at 19 seconds. Thus, conditions at the 2550 East/Canyon Road intersection are already beyond acceptable levels and the development is not expected to significantly add to existing delay. Table 3 details a comparison of Level of Service and delay between Existing conditions and With Development conditions.

With the development, 95th percentile queue lengths at the 2550 East/Canyon Road intersection increase only slightly. During the AM peak hour, the eastbound left-turn queue is expected to increase by 50 ft, or approximately two passenger car lengths. During the PM peak hour, the southbound left-turn and right-turn will increase by about 25 ft. Therefore, queues at the 2550 East/Canyon Road are already relatively long for certain movements and the development is not expected to add significantly to these queues. Table 4 details 95<sup>th</sup> percentile queue lengths for these specific traffic movements.

**Table 3 - 2550 E / Canyon Rd Intersection – Peak Hour Level of Service**

Existing				With Development			
AM		PM		AM		PM	
LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
F	55	C	19	F	58	C	19

**Table 4 – Queue Length for Worst Movements at 2550 East/Canyon Road Intersection**

Movement	95th Percentile Queue (ft)	
	Existing	With Development
Eastbound Left Turn (AM)	425	475
Southbound Left Turn (PM)	125	125
Southbound Right Turn (PM)	105	125

*2550 East Realignment and Signal Project*

As mentioned previously, there are funds programmed to realign the 2550 East/Canyon Road intersection in 2016. The project will realign 2550 East so that it connects with Canyon Road directly across from 2600 East, eliminating the offset intersection and adding turn lanes to each approach. Once realigned, UDOT has approved the installation of a traffic signal. These improvements are expected to greatly improve traffic flow at the intersection. Specifically, the eastbound left turn queue will be mitigated with an additional turn lane, and the southbound

left and right turn movements will be able to operate more efficiently with the signal. As a signalized intersection, 2550/2600 East/Canyon Road will operate at LOS B during the AM peak hour and LOS A during the PM peak hour.

*Existing Plus 2550 East Realignment and Signal Project With Development*

Adding the expected traffic generated by The Ridge development will have almost no effect on LOS at the future signalized intersection at 2550/2600 East/Canyon Road. Table 5 details Level of Service for the 2550 East/Canyon Road intersection with the signal project, and with the signal project and development. The future intersection will maintain sufficient capacity for not only exiting traffic volumes but also with development traffic.

**Table 5 - 2550 East/Canyon Road Intersection – Level of Service with Signal**

With Signal				With Signal and Development			
AM		PM		AM		PM	
LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
B	13	A	8	B	13	A	8

**Conclusions / Recommendations**

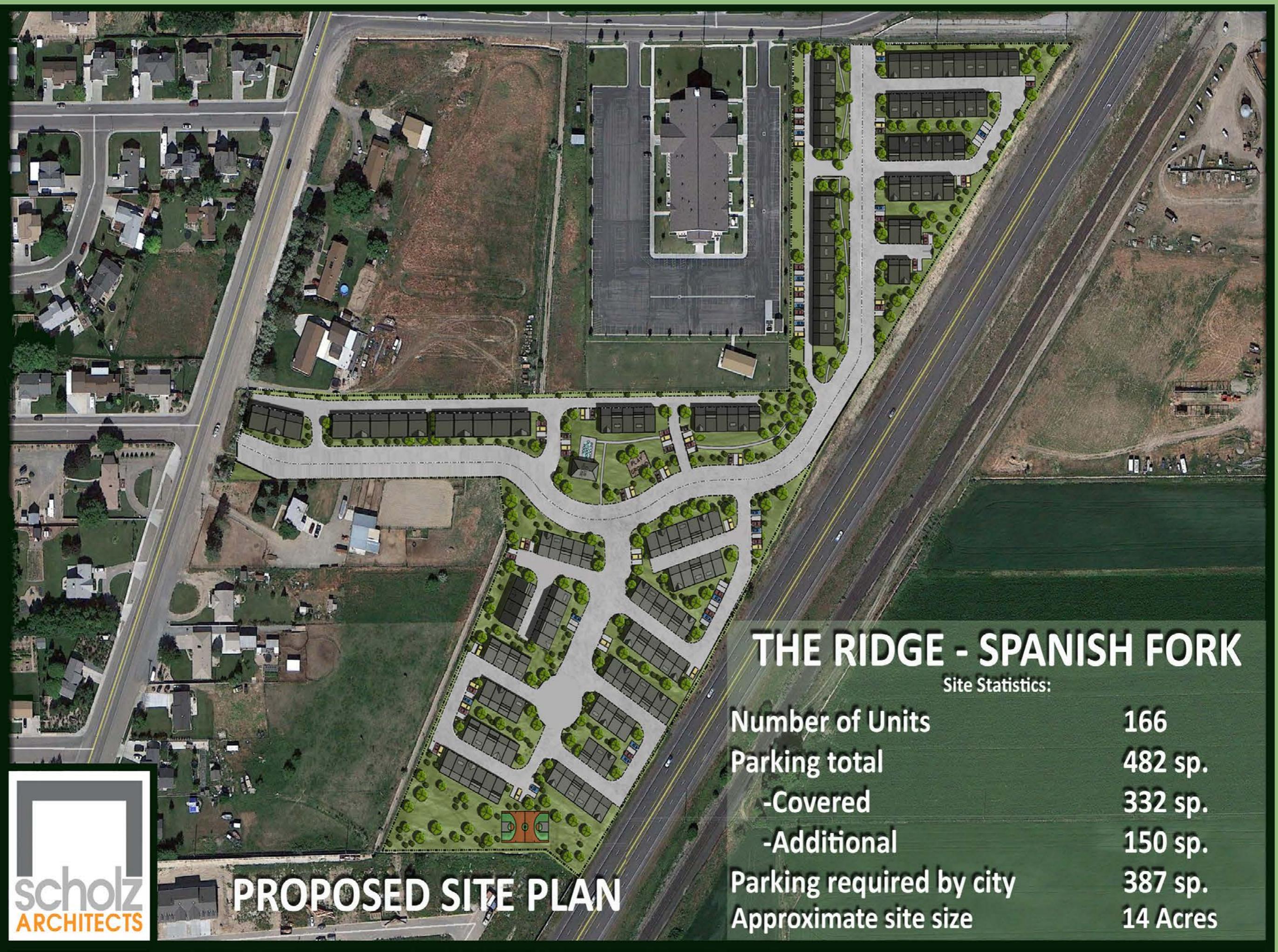
Existing traffic conditions at the intersection of 2550 East/Canyon Road show significant queues and vehicle delay for several of the traffic movements. Due to the development access locations and anticipated travel patterns, traffic generated by The Ridge development will not make a significant impact to the AM or PM peak hour intersection LOS. Additionally, vehicle queues will not significantly increase with the added traffic volumes from The Ridge development.

The planned realignment and signalization of 2550 East/Canyon Road will significantly improve LOS and vehicle delay at the intersection. These improvements will fully mitigate the existing problems in the area. The traffic generated by the development will not exceed the additional capacity brought on by these traffic improvements.



# The Ridge AT Spanish Fork

Luxury Townhome  
Community



# THE RIDGE - SPANISH FORK

Site Statistics:

Number of Units	166
Parking total	482 sp.
-Covered	332 sp.
-Additional	150 sp.
Parking required by city	387 sp.
Approximate site size	14 Acres

## PROPOSED SITE PLAN



# The Ridge – Home / Community Information

---

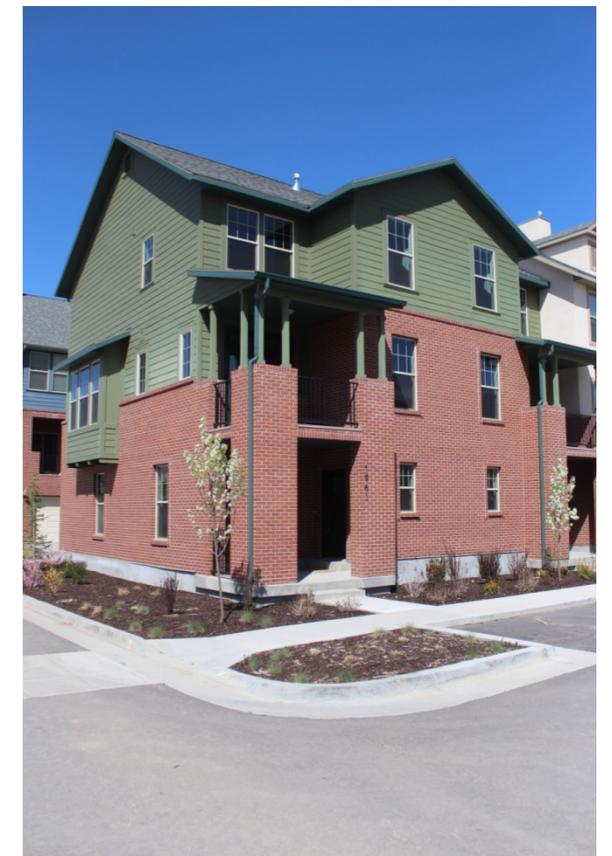
- Several Different Floor Plans
  - 3 - 4 Bedroom Plans Ranging From 1700 – 2800 Square feet
  - Prices From \$190's to mid \$200's
- Great Amenities (Pool, Clubhouse, Fitness & Entertainment areas, Sports Court)
- Lots of Open Space & Pedestrian Friendly Areas

# The Ridge - Quality Construction Throughout



## Quality Exterior Materials

Stone, Stucco, Exposed Concrete, Brick, Wood & Metal Exterior Finishes



# Quality Custom Interiors

Standards to Include: Granite, Tile & Wood Surfaces. Custom Cabinets, High Grade Finish Materials



Kitchen & Dining Area









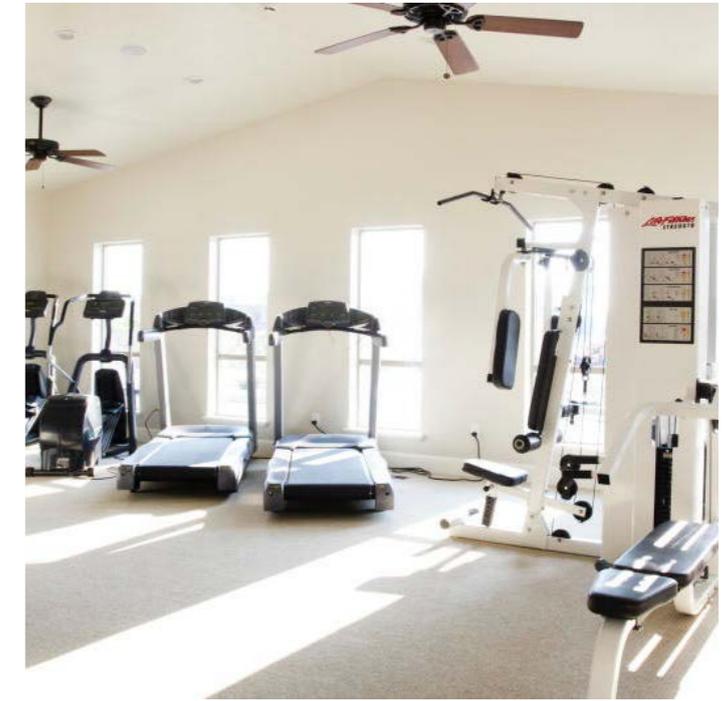
# The Ridge - Spanish Fork



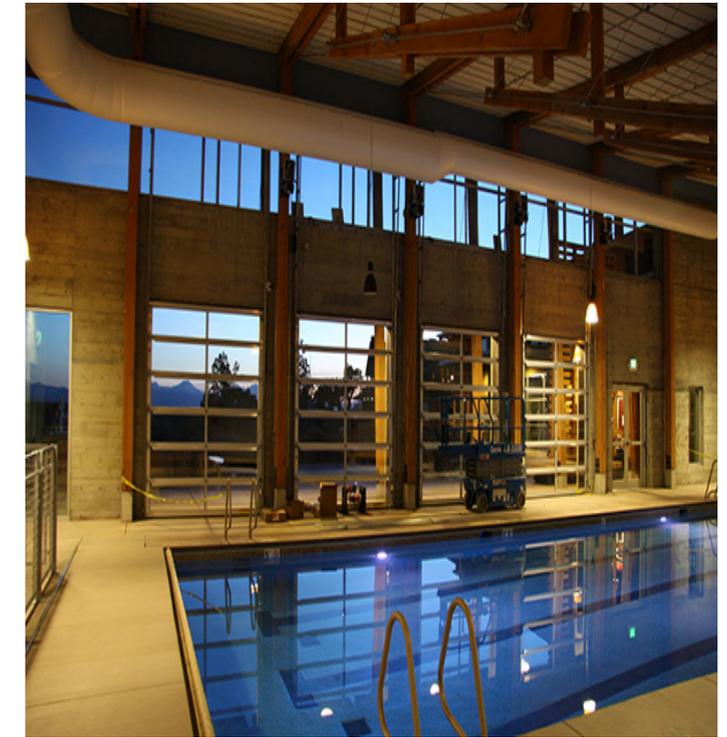
OUTDOOR

COURT

PLAY  
GRASSY



Clubhouse - Fitness and Game Room



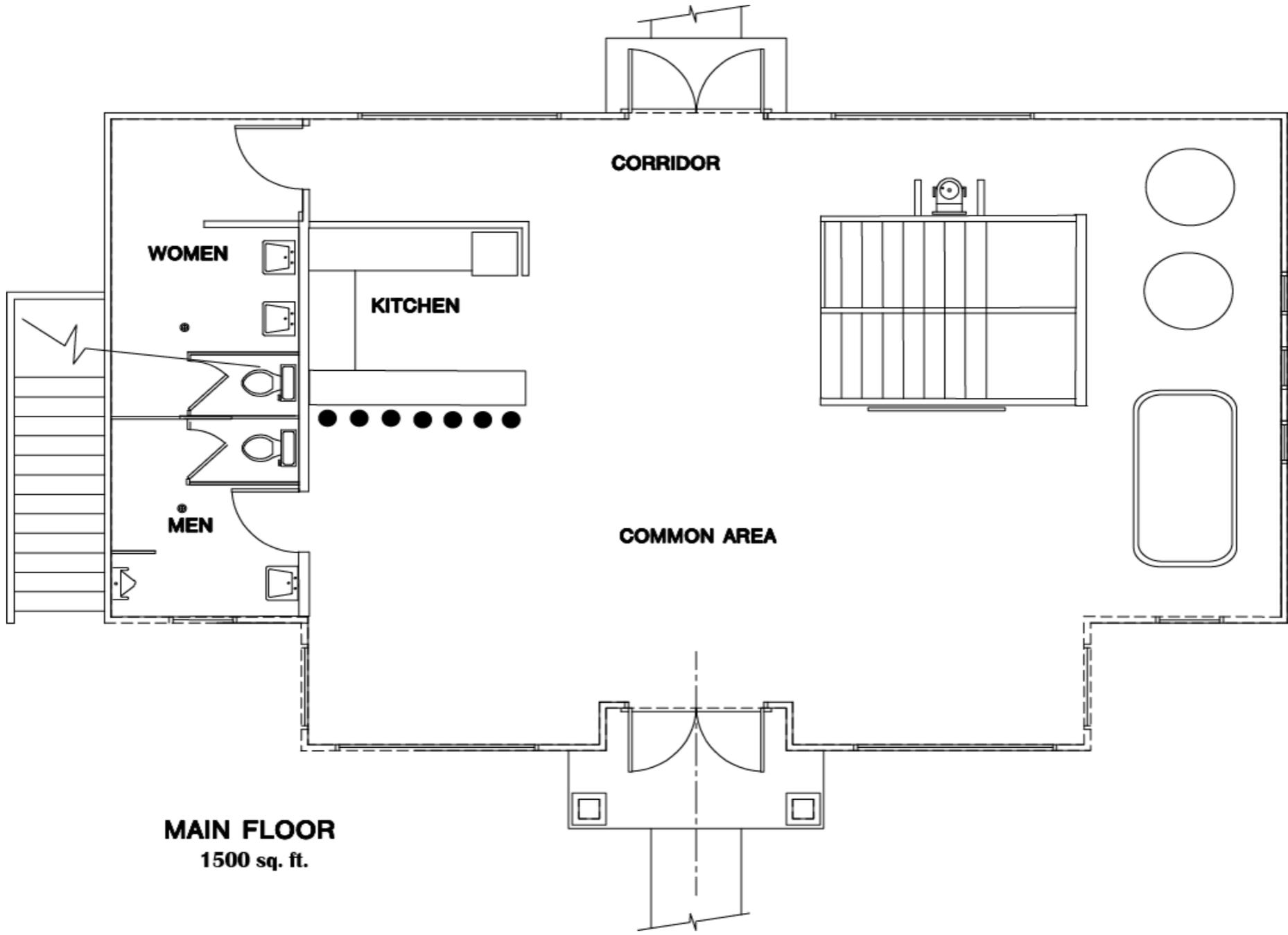
Clubhouse - Pool and Interior

# The Ridge Proposed Clubhouse – Front Elevation

---

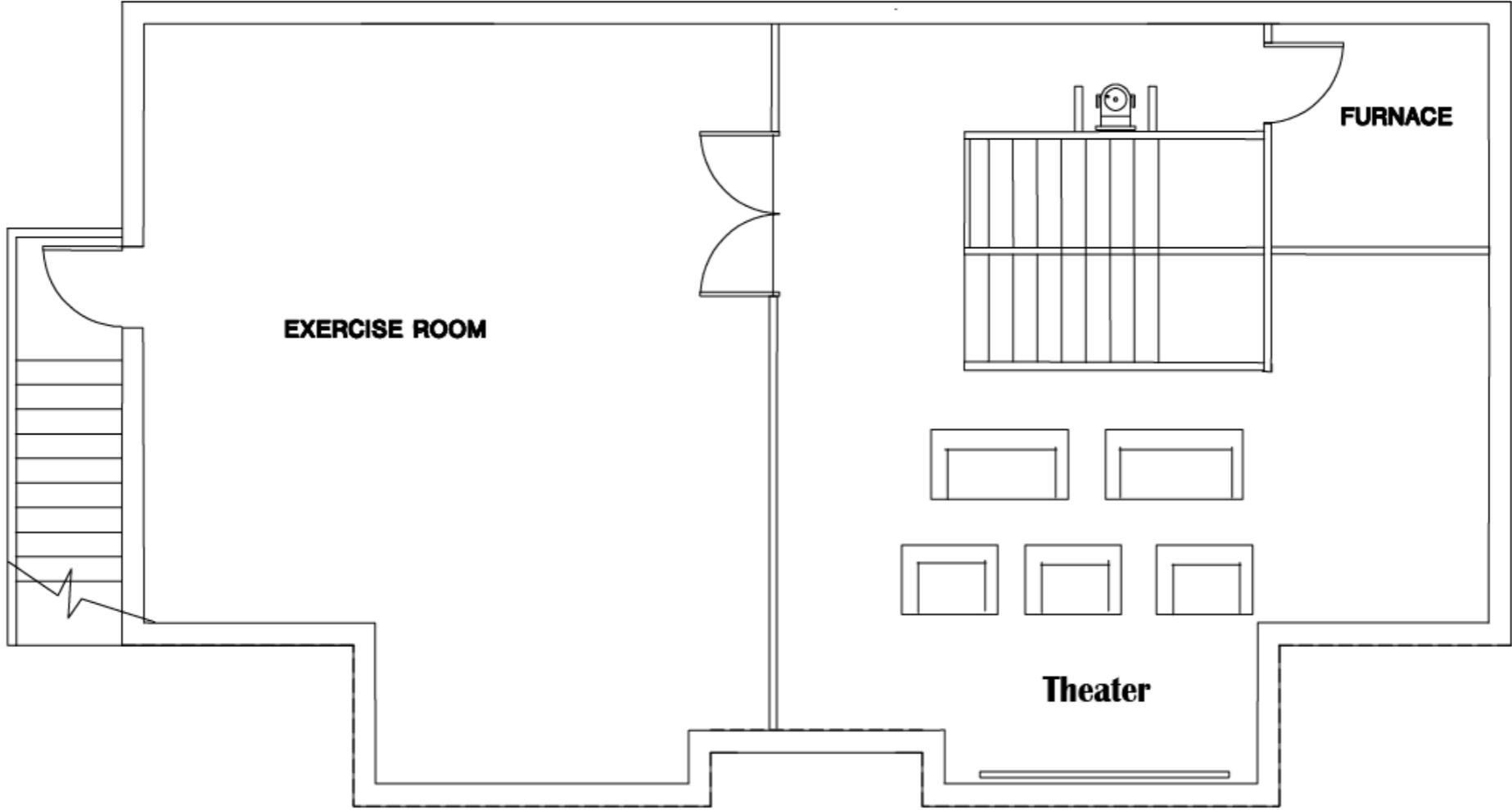


# Proposed Clubhouse – Main Floor



# Proposed Clubhouse – Basement Level

---

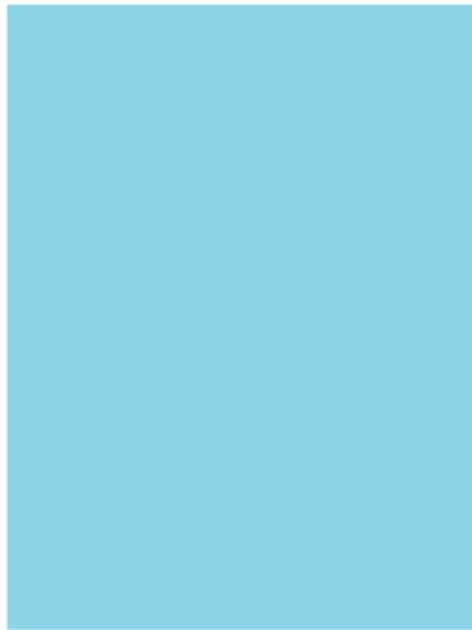


**LOWER FLOOR**  
1500 sq. ft.

# Indoor / Outdoor Pool

Clubhouse (Approx.)  
52 x 30

Pool House (Approx.)  
45 x 50



Outdoor Pool Perimeter / Iron Fence



# Proposed Playground Equipment

---



## ***Custom Playground Equipment***

Playset Use Zone: 34' x 31' 6"  
Playground for Kids: 5 - 12 yrs  
Playset Fall Height: 60"  
Structure Weight: 2815 lbs.  
Playscape Capacity: 36 children

# Proposed Playground Equipment

---



## ***Custom Playground Equipment***

Required Use Zone: 47' x 32'  
Actual Size: 34' 3" x 8' x 4'  
Structure for Ages: 2 - 12 yrs  
Maximum Fall Height: 8'  
Shipping Weight: 850 lbs.  
Equipment Capacity: 6 children

# Sports Court – Multi Use Basketball / Tennis

---



# The Ridge at Spanish Fork - Summary

---

- Luxury Townhome Community
  - Unique, Highest Quality, Adds Value to Area
  - Provides Great Neighborhood & Amenities
  - Low Impact on Surrounding Neighborhoods and Local Streets
  - Provides a Very Attractive Low Maintenance Housing Option as Spanish Fork Continues to Grow Its Business, Commercial and Industrial Sectors.



## ***REDEVELOPMENT AGENCY MEETING***

PUBLIC NOTICE is hereby given that the Redevelopment Agency of Spanish Fork, Utah, will hold a public meeting in the City Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on May 6, 2014**.

### **AGENDA ITEMS:**

#### **1. CALL TO ORDER:**

#### **2. 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 Redevelopment Agency Meeting – [February 4, 2014](#)

#### **3. NEW BUSINESS:**

- a. FY 2015 Tentative RDA Budget

### **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 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.

**Tentative Minutes  
Redevelopment Agency Meeting  
February 4, 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; Chris Thompson, Public Works Director; Dale Robinson, Parks & Recreation Director; Kent Clark City Recorder/Finance Director; John Bowcut, IS Director; Angie Warner, Deputy Recorder.

Citizens Present: LaMont Leavitt, Kristine Leavitt, Douglas Bowen, Heath Atwood, Phil Nielsen, Kade Nielsen, Chris Sheriff, John Salimbene, Sterling Salimbene, Paul Taylor, John Waters, Unknown Ramierez, Kenon Ramirez, Spencer Bailey, Unknown Christensen, Andrew Marks, Cameron Jolly, John Jolly, Landen Garner, Bruce H.

**ADJOURN TO REDEVELOPMENT AGENCY:**

Councilman Dart made a **Motion** to adjourn out of City Council Meeting and into Redevelopment Agency Meeting.

Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:53 p.m.

**CONSENT ITEMS:**

- a. Minutes of Redevelopment Agency Meeting – October 15, 2013

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

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

**PUBLIC HEARING:**

**FY2014 Budget Revision**

Kent Clark explained the small increase for improvements to the Kirby Lane RDA and the North Industrial RDA.

Councilman Davis made a **Motion** to move into Public Hearing to discuss the FY2014 Budget Revision.

Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 6:59 p.m.

Mayor Leifson welcomed public comment.

There was none.

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

Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:00 p.m.

Councilman Dart made a **Motion** to **approve** the FY2014 Budget Revision.

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

**ADJOURN:**

Councilman Davis made a **Motion** to adjourn Redevelopment Agency meeting and reconvene back to City Council meeting.  
Councilman Gordon **Seconded** and the motion **Passed** all in favor at 7:01 p.m.

ADOPTED:

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