



**WORK/STUDY AGENDA  
SPRINGVILLE CITY COUNCIL MEETING  
NOVEMBER 15, 2016 AT 5:15 P.M.**

City Council Chambers  
110 South Main Street  
Springville, Utah 84663

**MAYOR AND COUNCIL DINNER – 4:45 P.M.**

*The Mayor and Council will meet at the Whitehead Power Plant, 450 West 600 North, Springville, Utah, for informal discussion and dinner. No action will be taken on any items.*

**CALL TO ORDER- 5:15 P.M.  
COUNCIL BUSINESS**

1. Calendar

- November 24-25 Thanksgiving Holiday (City Offices Closed)
- December 01 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- December 13 – Work/Study Meeting 5:15 p.m.
- December 15 – City Employee Christmas Lunch 11:30 a.m.
- December 20 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.

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

- a) Invocation – Councilmember Conover
- b) Pledge of Allegiance – Councilmember Child
- c) Consent Agenda
  2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
  3. Approval of the minutes from the September 20, 2016 Work/Study meeting.
  4. Approval of an Interlocal Agreement between Springville City and the Utah County Major Crimes Task Force – Scott Finlayson, Public Safety Director
  5. Approval of evidence, found or seized property to be sold or disposed of from the Springville City Police Department Evidence Room – Scott Finlayson, Public Safety Director

3. **DISCUSSIONS/PRESENTATIONS**

- a) Bartholomew Park Discussion – Brad Neel, Building and Grounds Director

**CERTIFICATE OF POSTING**

This meeting was noticed in compliance with Utah Code 52-4-202 on November 10, 2016. Agendas and minutes are accessible through the Springville City website at [www.springville.org/agendasminutes](http://www.springville.org/agendasminutes). Council Meeting agendas are available through the Utah Public Meeting Notice website at <http://www.utah.gov/pmn/index.html>. Email subscriptions to Utah Public Meeting Notices are available through their website.

In compliance with the Americans with Disabilities Act, the City will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Recorder at (801) 489-2700 at least three business days prior to the meeting.

Meetings of the Springville City Council may be conducted by electronic means pursuant to Utah Code Annotated Section 52-4-207. In such circumstances, contact will be established and maintained by telephone or other electronic means and the meeting will be conducted pursuant to Springville City Municipal Code 2-4-102(4) regarding electronic meetings.

s/s - Kim Rayburn, CMC, City Recorder

- b) Utah Housing Authority Complex at 451 South Main – Scott Finlayson, Public Safety Director

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

**5. CLOSED SESSION**

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

**ADJOURNMENT**

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s/s - Kim Rayburn, CMC, City Recorder



**REGULAR AGENDA  
SPRINGVILLE CITY COUNCIL MEETING  
NOVEMBER 15, 2016 AT 7:00 P.M.**

City Council Chambers  
110 South Main Street  
Springville, Utah 84663

**CALL TO ORDER**

**INVOCATION AND PLEDGE**

**APPROVAL OF THE MEETING'S AGENDA**

**MAYOR'S COMMENTS**

**PUBLIC COMMENT**

*Audience members may bring any item not on the agenda to the Mayor and Council's attention. Please complete and submit a "Request to Speak" form. Comments will be limited to two or three minutes, at the discretion of the Mayor. State Law prohibits the Council from acting on items that do not appear on the agenda.*

**CEREMONIAL AGENDA**

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

**CONSENT AGENDA**

*The Consent Agenda consists of items that are administrative actions where no additional discussion is needed. When approved, the recommendations in the staff reports become the action of the Council. The Agenda provides an opportunity for public comment. If after the public comment the Council removes an item from the consent agenda for discussion, the item will keep its agenda number and will be added to the regular agenda for discussion, unless placed otherwise by the Council.*

2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
3. Approval of the minutes from the September 20, 2016 Work Study meeting.
4. Approval of an Interlocal Agreement between Springville City and the Utah County Major Crimes Task Force – Scott Finlayson, Public Safety Director
5. Approval of evidence, found or seized property to be sold or disposed of from the Springville City Police Department Evidence Room – Scott Finlayson, Public Safety Director

**REGULAR AGENDA**

6. Consideration of an agreement with the Spanish Fork/Springville Airport allowing commercial operations at the Airport – Bruce Riddle, Assistant City Administrator/Finance Director
7. Consideration of a change order for the 1200 West 700 South (Aquatic Center) – Troy Fitzgerald, City Administrator

**MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS**

**CLOSED SESSION**

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

**ADJOURNMENT**

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s/s – Jennifer Grigg, Deputy City Recorder



Springville City Council Work/Study Meeting –Tuesday, September 20, 2016

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Minutes of the Work/Study Meeting of the Springville City Council held on Tuesday, September 20, 2016, at 5:15 p.m. in the City Council room at the Civic Center, 110 South Main Street, Springville, Utah.

Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were present: Councilmember Rick Child, Councilmember Craig Conover, Councilmember Christopher Creer, Councilmember Jason Miller, Councilmember Chris Sorensen, City Administrator Troy Fitzgerald, Assistant City Administrator/Legal Director John Penrod, City Recorder Kim Rayburn and Deputy City Recorder Jennifer Grigg.

Also present were: Administrative Services Manager Rod Oldroyd, Recreation Director Corey Merideth, Golf Pro Craig Norman, Power Director Leon Fredrickson, Public Works Director Brad Stapley, Police Lieutenant Dell Gordon, Museum of Art Director Dr. Rita Wright, Superintendent of Parks Kim Francom, and Buildings and Grounds Director Brad Neel.

**CALL TO ORDER- 5:13 P.M.**

**COUNCIL BUSINESS**

1. Calendar

- September 26-30 – Public Power Week
- October 04 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- October 11 – Work/Study Meeting 5:15 p.m.
- October 18 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- October 31 – Halloween (City Down Town Trick-or-Treat 3:00 p.m. – 5:00 p.m.)

Councilmember Sorensen stated he will not be here on Oct 4<sup>th</sup>.

Director Fredrickson is moving item 7 to another meeting

Administrator Fitzgerald stated the max price contract of \$650,000 is beyond his authority. Kenny Seng Construction is the low bid for the earth work at the Aquatic Center.

2. Discussion on this evening's regular meeting agenda items

- a) Invocation – Councilmember Child
- b) Pledge of Allegiance – Councilmember Creer
- c) Consent Agenda

1. Approval of City purchase orders required to be signed per Springville City Purchasing Code.

- 2. Approval of the minutes for the June 07, 2016 Regular City Council meeting.
- 3. Approval of a Resolution amending the Comprehensive Fee Schedule for the City of Springville to establish and amend fees for overnight passport applications from the Springville City, Utah Acceptance Facility to Passport Services – John Penrod, Assistant City Administrator/City Attorney
- 4. Approval and authorization of Hogan Construction completing the earthwork portion of the Aquatic Center in advance of agreeing upon a Guaranteed Maximum Price in an amount not to exceed \$650,000.00 – Troy Fitzgerald, City Administrator

**DISCUSSIONS/PRESENTATIONS**

- a) Presentation on NEURA and the sale of Bayview Landfill – Terry Ficklin, SUVSWD General Manager

Administrator Fitzgerald noted this project is moving very quickly. Mr. Ficklin is looking for guidance from the SUVSWD board. Councilmember Sorensen is also a member.

Mr. Ficklin stated the project started three years ago. Provo City, Goshen and Spanish Fork have already seen this presentation. Salem Hills, Woodland Hills and Mapleton presentations are today or will be soon. Councilmember Sorensen confirmed that most affected communities have seen the presentation. Three years ago, NUERA was formed in September 2014. Northern Utah Regional Landfill Authority, (NUERA), replaced Northern Utah Regional Landfill Authority then proposed purchasing Bayview Landfill from South Utah Valley Solid Waste District (SUVSWD) after purchasing other landfills in Salt Lake County. There are six members: Northpoint, Transjordan Cities, Logan City, Weber County, Wasatch Integrated, and SUVSWD. SUVSWD owns Bayview Landfill that has 640 acres which should last 27+ years. Mega Cells are a technology that increases 100-year capacity to 235 years, according to Forsgren and Associates. The Bayview landfill land is leased from Utah School and Institutional Trust Lands Administration (SITLA). Currently SUVSWD is meeting hauling regulations with Rocky Mountain Doubles, but needs to purchase a tipper to reach 45 tons per trip to save money. The committee has already cut trips per year down to 3800 from 5200. Bayview is a Class 1 landfill with a state of the art liner, which serves Provo, Spanish Fork, Salem, Mapleton, Springville and Southern Utah County.

The current permit prohibits waste from outside SUVSWD and prohibits non-compacted waste. It is a conditional use permit from Utah County that does not allow general public use. It is limited to seven member cities. The Utah County Commissioners created North Pointe Solid Waste Special Service District (NPSWSSD) for all communities, which allows NUERA to receive trash from all of Utah County and parts of Salt Lake and Wasatch Counties. NUERA, which owns Wasatch and Transjordan landfills, will reach capacity in 10-15 years. By adding SUVSWD, Wasatch and Northern Utah landfills, NUERA would have the largest footprint. Flow control legislation passed in 2008 that we control municipal solid waste flow from all

80 participating cities, meaning commercial haulers servicing multiple housing units within a  
81 contracted city must use our landfill. Commercial trash can use any landfill. In August of 2015,  
82 our board elected to do a privatization study. The three most interested proposals were Republic,  
83 Waste Management, and Cintac. The proposals were general in nature and our board was looking  
84 for definition. While studying privatization, NUERA proposed purchasing Bayview and the  
85 privatization study was put aside. Assets were evaluated and the estimated value of rolling stock,  
86 water and DEQ Permits is \$5.8 million.

87 NUERA offered \$5.75 million based on the asset evaluation of the project to SUVSWD  
88 which means a portion of \$1.5 million to each member of SUVSWD. The net price will be \$4.25  
89 million total after signing purchase agreement, participation agreement, closure, and post closure  
90 expenses. North Point has a current contract with Republic Services for 2018, so 20% would go  
91 with Republic until the contract concludes.

92 Mr. Ficklin showed that a volume of 300,000 tons per year is the best use of the assets.  
93 Currently the charge at Bayview is \$18.62 per ton without fully funding Bayview overhead.  
94 Bayview needs \$23 per ton to fully fund the operations of the landfill. In 18 months, when  
95 NUERA starts receiving Northpoint waste, the cost per ton drops to \$12.20 per ton.

96 Administrator Fitzgerald asked how firm the numbers are projecting with North Point  
97 sending their waste. Could Northpoint hold onto their waste as an asset? Mr. Ficklin stated that  
98 Northpoint has already voted to send all their waste to Bayview. Administrator Fitzgerald  
99 continued by asking about NUERA in terms of voting. Mr. Ficklin answered that each member  
100 has a vote and the board could jump ship as a whole. The boards consist of professionals and  
101 community representatives from each owner of the landfill. Administrator Fitzgerald asked if in  
102 the creation of NUERA, was there discussion to bring back voting to communities. Mr. Ficklin  
103 answered that every member can comment, but only board members can vote as districts.  
104 NUERA follows an interlocal agreement modeled after Utah Municipal Power Agency (UMPA).

105 Councilmember Conover asked what interests the two communities have that do not  
106 dump waste in the landfill. Mr. Ficklin answered it is guaranteeing the future when they will  
107 need a place to dump. For example, Logan City spent \$15 million building its own landfill.

108 Mayor Clyde asked why our landfill is worth so little when we have a developed landfill  
109 that can go for 99 years, but it is only worth \$6 million dollars. We have spent 20+ years setting  
110 this up, lining it; there is more value than just cost and rolling stock. Mr. Ficklin answered  
111 because of the assets. Mayor Clyde noted we spent 27 years building the assets into a 97-year  
112 asset. Mayor Clyde emphasized it is not the cost; it is the value. Councilmember Conover said  
113 Springville City's tip cost will go up if the value of the landfill goes up. Mr. Ficklin noted by  
114 bringing 35,000 more tons in per year, we save money per ton per year, totaling \$700,000, which  
115 could fund another project like a transfer station. Mayor Clyde stated SUVSWD is selling  
116 Bayview too cheap. Councilmember Sorensen stated we also do not own all the liability. Mr.  
117 Ficklin stated methane gas collection equipment is required within the next 30 months. It will  
118 cost \$2.5 plus maintenance. The districts are swapping liability and risk to NUERA. SUVSWD  
is second in liability, and the cities are third. Because of this plan, waste increases to drop the per

120 ton cost, which also collects capital at \$600,000 per year. In the future, the board is planning \$1.2 million for liner, equipment and other assets.

122 Administrator Fitzgerald asked for examples of what makes the price drop a reality. Mr. Ficklin read the letter that explains the economy of scales which is all about volume. When they reach a tonnage of 300,000, they need to add 5 additional employees, a compactor, a tipping machine and a bulldozer. With a 2.5% contingency, costs will be covered. Three engineering firms looked at these numbers: IGES, Cornerstone, and Forsgren. Transjordan is an example of a landfill charging \$14 per ton from those communities.

128 Councilmember Sorensen noted Mayor Clyde made a good point that the value of the landfill is much higher, but in the long run with lower per ton charges and shared liability saves taxpayers money. Mr. Ficklin projected standard growth and worst-case scenario with trash not decreasing.

132 Mayor Clyde stated more than assets figure value. Even though State Trusts (SITLA) owns the land, we are responsible for that land for 50 years. When the contract renews, SITLA receives perpetual income for Education. Mr. Ficklin said there is a trend that SITLA has liability for owning the landfill. Eventual language might include SITLA selling the land to the solid waste district. Mr. Ficklin stated that Cornerstone, a private waste entity, submitted large numbers to mothball Bayview and other private entities might be interested.

138 Mr. Ficklin stated Holland, Hart are preparing the purchase agreement, and Eric Hunter of Chatman and Cutler is handling the project.

140 Councilmember Sorensen asked about the disposition of the four main participants. Mr. Ficklin stated all approved so far. It is on the agenda for a vote on the October 5, 2016 meeting. The sale will be executed in November, after the NUERA board meets. Administrator Fitzgerald said there is due diligence included in the document.

144 Councilmember Sorensen stated that if Logan would buy in that would add value. Mr. Ficklin agreed and noted Payson needs a lined landfill. In addition, Sandy is interested in a transfer station.

146 Administrator Fitzgerald asked Councilmember Sorensen if he needs a motion from council. Councilmember Conover asked about cost at Northpoint. The engineer from Forsgren answered \$22.75 per ton. Councilmember Sorensen stated we could save our citizens \$20 million, which puts the funding for a new transfer station in place. Councilmember Child stated SUVSWD will have the advantage to always have a place for our waste.

152 Mayor Clyde stated we should go with it because it will save us a lot of money, but the landfill should be worth more. Councilmember Sorensen stated the private haulers are pumping money into preventing this. All councilmembers agreed to support Councilmember Sorensen in voting to proceed with the project

156 b) Golf Course Restaurant RFP Update – Craig Norman, Golf Pro

158 Mr. Norman stated there are two bidders on RFP, staff is still in discussions, and we hope to have something for your consideration for vote on Oct 4<sup>th</sup>



160 Administrator Fitzgerald stated staff hoped to present details of transactions, but discussions are not final and staff will bring back a full Staff Report on October 4<sup>th</sup>

Councilmember Miller asked how many bidders and asked if the scope was similar.

162 Councilman Sorensen noted two proposals are to alter the appearance of the south side and remodel it to just save function or set up for the future with activities other than golf.

164 Councilmember Child stated parking is the biggest issue.

Councilmember Sorensen stated one proposal adds 30 spots

166 Mayor Clyde stated if parking is expanded make sure it is properly engineered and worth the cost.

168 Councilmember Sorensen asked if we want to fundamentally change the golf course.

170 Administrator Fitzgerald stated additional discussions are planned and staff will keep Council in the loop.

172 c) Introduction of the new Building and Grounds Director, Brad Neel – Troy Fitzgerald, City Administrator

174 Administrator Fitzgerald introduced Brad Neel as the new Buildings and Ground Director. His most recent employer was the LDS Church and Republic before that. Director Neel thanked Council and stated he and his wife, the former Jenny Pucket, are excited to raise their 5 children in this community. He has enjoyed getting to know the staff through Kim Francom and Joel Bree. He will continue to work on the budget and bring great plans to the Council.

178

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

180 There were no Mayor, Council and Administrative Reports.

### **CLOSED SESSION**

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

188 **COUNCIL MEMBER CONOVER MOVED TO GO INTO A CLOSED SESSION TO DISCUSS PROPERTY AT 6:00 PM. COUNCIL MEMBER CREER SECONDED THE MOTION. A ROLL CALL VOTE WAS TAKEN WITH COUNCIL MEMBERS ALL VOTING “AYE”. THE MOTION CARRIED.**

192

The Council ended the closed session and returned to the Work/Study meeting at 6:30 pm.

194

196 Mayor Clyde stated Council should look at the Carnegie library, which is used by the Historical Society and the DUP. The building is in really bad disrepair. I would like to see us try and fix the Carnegie. The Playhouse was using the old City Building and it is the longest running community theatre in the state. I think we need to look at solutions. One opportunity is the Junior High Seminary building or trading for the Family History building. The Art Shop could be a

200 theatre in the round. Administrator Fitzgerald noted this will be added to the Action List and  
202 might be assigned to our new Buildings and Grounds Director.

204 **Adjourn**

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

210 *This document constitutes the official minutes for the Springville City Council Work/Study Meeting held on  
212 Tuesday, September 20, 2016.*

214 *I, Jennifer Grigg, do hereby certify that I am the duly appointed, qualified, and acting Deputy City  
216 Recorder for Springville City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent  
218 a true and accurate, and complete record of this meeting held on Tuesday, September 20, 2016.*

220 \_\_\_\_\_  
Jennifer Grigg  
Deputy City Recorder



## STAFF REPORT

**DATE:** November 8, 2016

**TO:** Honorable Mayor and City Council

**FROM:** Chief Scott Finlayson

**SUBJECT:** **Renewal of the Utah County Major Crimes Task Force Interlocal Cooperation Agreement**

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### **RECOMMENDATION**

Approve the Utah County Major Crimes Task Force Interlocal Cooperation Agreement and authorize the Mayor to sign the Agreement.

### **DISCUSSION**

Springville City has participated in the Utah County Major Crimes Task Force for over 15 years. The Task Force is comprised of law enforcement officers from most Utah county law enforcement agencies and several Federal Agencies. The Task Force mission is to investigate important crimes in Utah County that may cross jurisdictional boundaries. Most notably they work large drug cases involving the importation and distribution of illicit drugs into Utah County and gang activity which affects all communities in Utah County. Other large scale crimes, such as forgery, theft, and embezzlement, are also investigated.

Participating in the Utah County Major Crimes Task Force allows Springville City to have a pulse on what is happening in Utah County that may affect Springville City. We usually have one officer assigned to the Task Force full-time. Currently, as a result of manpower shortages, we do not have an officer assigned to the Task Force.

This agreement will expire in 2026, however Springville may withdraw from the agreement at any time by action of the City Council.

### **ALTERNATIVES**

Do not sign the agreement and do not participate in the Utah County Major Crimes Task Force.

### **FISCAL IMPACT**

All Utah County cities, with the exception of Eagle Mountain, financially participate in the cost of running the Utah County Major Crimes Task Force. In addition to the salary and benefits of the officer assigned to the Task Force, Springville City pays an annual fee of \$10,600.00. This

cost is prorated by population for each city.

**ATTACHMENT**

Utah County Major Crimes Interlocal Agreement

Name: J. Scott Finlayson

Title: Director of Public Safety/Chief of Police

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Approved by the City Council

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Date

**INTERLOCAL COOPERATION AGREEMENT**

by and between

UTAH COUNTY, UTAH

PROVO CITY

CITY OF OREM

PLEASANT GROVE CITY

AMERICAN FORK CITY

ALPINE CITY

SPANISH FORK CITY

SANTAQUIN CITY

LEHI CITY

SPRINGVILLE CITY

PAYSON CITY

MAPLETON CITY

SALEM CITY

SARATOGA SPRINGS CITY

LINDON CITY

LONE PEAK PUBLIC SAFETY DISTRICT

CITY OF CEDAR HILLS

and

HIGHLAND CITY

Relating to the establishment of an intergovernmental program  
known as the

**Utah County Major Crimes Task Force**

**INTERLOCAL COOPERATION AGREEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, PROVO CITY, CITY OF OREM, PLEASANT GROVE CITY, AMERICAN FORK CITY, ALPINE CITY, SPANISH FORK CITY, SANTAQUIN CITY, LEHI CITY, SPRINGVILLE CITY, PAYSON CITY, MAPLETON CITY, SALEM CITY, SARATOGA SPRINGS CITY, LINDON CITY, CITY OF CEDAR HILLS, and HIGHLAND CITY, all municipal corporations and LONE PEAK PUBLIC SAFETY DISTRICT.

**WITNESSETH:**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action to provide police protection; and

WHEREAS, all of the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, all of the parties to this Agreement share common problems related to illegal production, manufacture, sale, and use of controlled substances, illegal gang-related activities, and serious property crimes, within their jurisdictions, in violation of Federal and State laws; and

WHEREAS, effective investigation and prosecution of violations of the Controlled Substances Acts, gang-related activities, and serious property crimes requires specialized personnel and regional cooperation;

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

**Section 1. Effective Date; Duration.**

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act as to any signing party, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the executive power or legislative body of at least two of the public agencies which are parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from the effective dates hereof until December 31, 2026. This Interlocal Cooperation Agreement shall not become effective until it has been reviewed for form and compatibility with the laws of the State of Utah by the attorney for each of the parties to this Agreement. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the records of each of the parties hereto. All parties hereto agree that the execution of this Agreement shall operate to terminate any prior Agreements.

**Section 2. Administration of Agreement.**

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties to this Agreement do agree, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, to establish a joint administrative board responsible for administering the joint undertaking to be known as the Utah County Major Crimes Task Force, hereinafter referred to as the Task Force. The Administrative Board shall consist of one representative from each party to this Agreement and the Utah County Attorney. The appointed representatives shall serve at the pleasure of the elected governing body of the respective parties to this Agreement. Each member of the Administrative Board shall be

allowed one vote and all matters shall be determined, after appropriate discussion, by majority vote. The Administrative Board shall adopt such rules and procedures regarding the orderly conduct of its meetings and discussions, including the frequency and location of meetings, as it shall deem necessary and appropriate.

The Administrative Board shall appoint one peace officer to act as the Task Force Director and one peace officer to act as Field Supervisor for Task Force operations. The Administrative Board shall also appoint six members to act as the Executive Board in addition to the Utah County Attorney who shall be a permanent member of the Executive Board. The duties of the Executive Board shall be to execute and carry out policies established by the Administrative Board and to establish policies and procedures for the day to day operations of the Task Force. The Executive Board shall report to the Administrative Board at least monthly. Appointed members of the Executive Board may be removed at any time by a majority vote of the Administrative Board.

The CITY OF OREM is appointed by the parties to this Agreement as the financial department for the Task Force. The CITY OF OREM shall oversee the accountability of the Task Force, including the budget. Monies paid to the Task Force shall be deposited with and accounted for by the CITY OF OREM. Funds shall be audited in accordance with standard financial procedures and regularly established laws relating to audit and management of public funds. The CITY OF OREM shall facilitate and make available checking accounts and procurement procedures.

In addition to the above administration, the Utah County Attorney's Office is designated as the entity which will provide legal advice on civil matters related to Task Force operations. Since a separate entity is not created pursuant to this Agreement, in the event a member officer or city



becomes the subject of a claim or lawsuit, the individual officer or city will be required to defend itself.

The parties hereto agree that the secretary assigned to do work for the Task Force will be a full-time employee of the CITY OF OREM. Orem employee(s) assigned to the Task Force shall exercise control and supervision over the secretary and shall be responsible for conducting his or her employee evaluations. The Task Force secretary shall be subject to the personnel policies and procedures of the CITY OF OREM. The Task Force secretary shall be classified as a “Secretary” under Orem’s personnel classification system and shall receive all compensation and benefits normally associated with that classification.

The parties hereto agree to reimburse the CITY OF OREM for all costs associated with the employment of the Task Force secretary, including salary, benefits, workers’ compensation and unemployment compensation. The CITY OF OREM shall participate in its pro rata share of the costs. The parties hereto also agree to indemnify and hold the CITY OF OREM harmless from and against any claim, action or damages arising out of the employment of the Task Force secretary. The intent of this paragraph is to make the CITY OF OREM completely whole so that it is not required to pay more than its normal pro rata share of all costs associated with the employment of the Task Force secretary, whether those costs be the routine costs of employment, or costs incurred due to claims or actions brought by, against, because of, or related to the Task Force secretary. The CITY OF OREM shall not have any obligation to retain the secretary or provide other employment for the secretary in the event that the Task Force dissolves, the position is eliminated, or the person is terminated from that position.

The parties hereto agree that when officers are acting under the direction of the Administrative Board, Executive Board, Task Force Director, or Field Supervisor, they are functioning in a “Task Force operation.”

If a member jurisdiction wishes to request that the Task Force take over an investigation, the member’s chief of police shall submit a request in writing to the Task Force Director of the Task Force. The request shall include : [1] the date of the request; [2] an explanation concerning how the proposed investigation fits within the purposes of the Task Force; and [3] the person(s) and/or crime(s) to be investigated. If the Task Force Director determines that the Task Force should take over the proffered investigation, he shall sign the acceptance portion of the request and affix the date and time of his signature. The investigation shall become a “Task Force operation” upon the Task Force Director’s execution of the acceptance.

Any assistance provided by Task Force officers to a member jurisdiction outside the scope of a written request shall not be governed by this Agreement.

The parties hereto agree that when officers are functioning in a Task Force operation not within the officers’ home jurisdiction, but within the jurisdiction of a member city, the officers are not required to notify the member city of their presence. Prior to entering a non-member city, officers shall notify the non-member city of their intentions to enter that non-member city.

**Section 3. Purposes.**

The Utah County Major Crimes Task Force is created for the purpose of enforcing, investigating, and prosecuting violations of narcotics and controlled substances laws of the State of Utah and the United States of America at all levels and to coordinate the efforts of the member entities to combat gang-related activities and serious property crimes.

**Section 4. Manner of Financing.**

The operation of the Utah County Major Crimes Task Force shall be financed by any and all available State and Federal monies offered for such purposes and by direct contributions of money, personnel, and equipment from parties to this Agreement. The Executive Board shall review budget and expenses on a yearly basis together with a proposed budget for the coming year as prepared by the Field Supervisor. The Executive Board shall then establish a yearly budget. Unless otherwise provided by action of the Administrative Board, the Task Force shall operate on a fiscal year basis. Upon submission of the yearly budget to the Administrative Board, the Board shall assess each member its proportionate share based upon population figures of the Governor's Office of Planning and Budget. Any such assessments shall include assessments necessary for any matching of State or Federal grants. Each party agrees to pay its required assessment within thirty days of formal notification of the assessment by the Administrative Board unless said party withdraws from participation. In the event a party to this Agreement fails to pay its required assessment within thirty days of formal notification of the assessment, that party shall be deemed to have withdrawn from participation in this Agreement and that party's rights shall be determined as set forth in Section 8.

**Section 5. Participation.**

Each party to this Agreement shall provide manpower, equipment and funds each year as determined by the Administrative Board. In the event a party to this Agreement fails to provide its required manpower, equipment, or funds within thirty days of formal notification of the requirement, that party shall be deemed to have withdrawn from participation in this Agreement and that party's rights shall be determined as set forth in Section 8. Officers supplied shall be Category I Peace Officers of the State of Utah. Personnel assigned to Task Force operations shall comply with

policies and procedures as established by the Administrative and Executive Boards. Personnel shall act under the command of the Task Force Director and the Field Supervisor. In the event of a conflict between department policy of a member party and Task Force policy, as established pursuant to this Agreement, Task Force officers shall abide by Task Force policy.

**Section 6. Seizures and Forfeitures.**

Both Federal and State law provide for forfeiture and seizure of property used for, or otherwise connected with, violations of the various controlled substances laws and gang-related activities. Some of the forfeiture provisions may allow for direct transfer of property or money to the Task Force. Other seizure or forfeiture statutes require transfer of seized or forfeited property only to the Sheriff's Office or to the Police Department of a party to this Agreement. Parties to this Agreement hereby agree that any property, money, or equipment seized or forfeited as a result of Task Force operations shall immediately be dedicated to Task Force operations. Funds derived from such forfeitures and seizures shall not reduce participants' obligations to provide money, manpower, or equipment as established by the Administrative Board.

Notwithstanding the foregoing, forfeitures and seizures resulting from operations of police departments or the Utah County Sheriff's Office not related to Task Force operations shall be conducted separately and independently from Task Force operations. Property, cash, or equipment obtained by forfeiture or seizure through such non-Task Force operations shall become and remain the property of the involved agency as provided by law.

In the event Task Force personnel and non-Task Force personnel are jointly involved in an operation, forfeiture or seizure of any available property will be aggressively pursued. The matter will be submitted to the Administrative Board who shall determine, by majority vote, the appropriate

distribution of recovered property or proceeds. It is recognized and understood by all parties to this Agreement that joint operations shall include those operations in which both Task Force and non-Task Force personnel are involved in the planning and investigation. Other enforcement actions may involve Task Force or non-Task Force personnel in a backup or supportive role which shall not require proportionate distribution of seized or forfeited property or proceeds.

**Section 7. Addition of Other Members.**

Other public agencies or other persons may become parties to this Interlocal Cooperation Agreement upon approval by the Administrative Board by executing an Addendum to this Agreement. In order for a public agency to be added to this Agreement by Addendum, the Addendum must be approved by the executive power or legislative body of the public agency to be added and the Addendum must be reviewed and Reviewed for form and compatibility with the laws of the State of Utah by the attorney for the public agency to be added. Prior to becoming effective, this Interlocal Cooperation Agreement and the Addendum shall be filed with the person who keeps the records of the public agency being added to this Agreement.

**Section 8. Termination.**

This Interlocal Cooperation Agreement may be completely terminated at any time by a majority vote of the Administrative Board. Any party to this Agreement may, at the sole option of the party, pursuant to resolution and formal action of the governing body of the member, withdraw from participation in this Agreement at any time without liability for unpaid present or future assessment. Upon the unilateral withdrawal of a member from participation under this Agreement, the Agreement shall not automatically terminate with regard to the remaining members, but shall continue in force and effect as to the remaining members. Withdrawing parties shall immediately

lose any rights to participation in the administration or conduct of this Agreement or the Major Crimes Task Force. Officers of the withdrawing member, upon withdrawal, shall immediately cease participation in any Task Force operations. Property contributed to Task Force operations by the withdrawing member shall be returned to the withdrawing member as soon as reasonably practical, provided that in no event shall the security of ongoing operations or the health and safety of officers continuing to participate in Task Force operations be jeopardized by the immediate withdrawal of equipment or personnel. The withdrawing member shall not be entitled to any share of property or equipment seized or forfeited to the Task Force until complete termination of this Agreement and pursuant to the provisions for disposition of property as hereinafter provided.

Upon the complete termination of this Agreement, Task Force operations shall cease as quickly as practically possible, provided that in no case shall the security of ongoing investigations be jeopardized or the safety or welfare of officers acting pursuant to Task Force operations be jeopardized. Ongoing investigations shall be transferred to appropriate police departments as determined by the Task Force Director. Evidence, information, and data, including copies of all relevant police reports, shall be transferred and made available to appropriate agencies which will continue the investigations as they deem appropriate. Any evidence not clearly associated with ongoing investigations shall remain in the evidence room in which it is located and shall be made available by the custodial member as needed for continuing prosecution or law enforcement purposes until ordered released or disposed of by the Utah County Attorney's Office in accordance with State law. Files or other investigative reports not directly involved in ongoing investigations shall be transferred to the Utah County Attorney's Office which shall keep and maintain such files in accordance with State law relating to management of public documents. Property held by the CITY

OF OREM which has been derived from Task Force operations, other than property from direct contribution pursuant to assessment from members to this Agreement, shall be distributed back to members in shares proportionate to population and length of participation in Task Force operations. Length of participation shall be determined as commencing from execution of the initial Interlocal Cooperation Agreement to formal termination of participation as herein above provided.

**Section 9. Manner of Holding, Acquiring, or Disposing of Property.**

Title to property or equipment contributed by a member to this Agreement shall remain in the contributing member's name. Property or equipment obtained directly from Task Force operations or forfeited to the Task Force as a result of Task Force operations shall be titled in the name of the CITY OF OREM until dissolution or distribution as herein above provided.

**Section 10. Indemnification.**

All parties to this Agreement are agencies or political subdivisions of the State of Utah. Each of these parties agrees to indemnify and save harmless the others for damages, claims, suits, and actions arising out of negligent errors or omissions by its own officers or agents in connection with this agreement or the operation of the Utah County Major Crimes Task Force.

**Section 11. Amendments.**

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by the executive power or legislative body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and Reviewed by the Utah County Attorney, and the attorney for each public agency which is a party to this Agreement as required by Section 11-13-202.5, Utah Code Annotated, 1953, as amended, and (d) filed in the official records of each party.

**Section 12. Severability.**

If any term or provision of the Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

**Section 13. Governing Law.**

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

**Section 14. Counterparts.**

This Interlocal Cooperation Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each entity shall return a signed copy of its signature page and Resolution authorizing execution of the signature page to the Utah County Clerk/Auditor to be attached to Utah County's original Agreement. As each entity's signature page is attached to Utah County's original Agreement, Utah County will cause a copy of the signature page to be distributed to all entities.

**Section 15. Agreement Review and Updates**

The Task Force Director shall review and sign this Agreement annually and submit the Agreement to the parties for updating if necessary. The Task force Director is authorized to annually sign the agreement and execute certificates, acknowledgments or other evidences of proof of review and or updating as required by applicable laws, rules or regulations.



IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

**UTAH COUNTY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

\_\_\_\_\_  
LARRY ELLERTSON, Chairman

ATTEST: BRYAN E. THOMPSON  
Utah County Clerk/Auditor

Reviewed as to form and compatibility with  
the laws of the State of Utah

By: \_\_\_\_\_  
Deputy Clerk/Auditor

\_\_\_\_\_  
COUNTY ATTORNEY

**PROVO CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**CITY OF OREM**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**PLEASANT GROVE CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**AMERICAN FORK CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**ALPINE CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**SPANISH FORK CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY



**SANTAQUIN CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**LEHI CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**SPRINGVILLE CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**PAYSON CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**MAPLETON CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**SALEM CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**HIGHLAND CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**SARATOGA SPRINGS CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY



**LINDON CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**LONE PEAK PUBLIC SAFETY DISTRICT**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
ITS:

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
DISTRICT SECRETARY

\_\_\_\_\_  
DISTRICT ATTORNEY

**CITY OF CEDAR HILLS**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY



## STAFF REPORT

**DATE:** November 7, 2016

**TO:** Honorable Mayor and City Council

**FROM:** Chief Scott Finlayson

**SUBJECT: Evidence and Found Property for Disposal or Sale**

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### **RECOMMENDATION**

Approve and accept this list of items to dispose of or sell from the Springville City Police Department Evidence Room.

### **DISCUSSION**

Each year Springville City Police Department comes into possession of thousands of items of property by way of criminal cases, found property or property seized in connection with a case that cannot be returned to its owner. We cannot return the items to the original owner because for one of several reasons.

1. They may not legally possess the item.
2. The person we seized the property from was not the rightful owner and we cannot find the rightful owner.
3. The property was found and the rightful owner cannot be located.

Most of the property we seize is returned to its rightful owner. All property on this list, if it was involved in a criminal case, was released for disposal by the City Attorney or Utah County Attorney's Offices. We have complied with all reporting and public listing to try and find the rightful owners of the property.

Items from the Springville Police Department Property Room that cannot be returned to the owner for one of the reasons listed above is disposed of in one of the following manners as permitted by Utah State law:

1. The items is auctioned off and the proceeds are returned to Springville City.
2. The item may be donated to a non-profit organization.
3. The item is deemed to have no monetary value and is disposed of.
4. The item may contain private information and the release may expose a citizen to risk. The item is destroyed at an appropriate recycler. (This is usually computers, tablets and cellphones.)

5. The item may be converted to Springville City use.
6. In the case of firearms we get competitive bids from at least three reputable firearms dealers and sell the guns to the highest bidder. We do not sell firearms through a regular auction house.

On this list some of the items are bicycles. Each year we try to donate some bicycles to various non-profit organizations for their use. We have given bicycles to the Boy Scouts of America, American Fork Development Center and Deseret Industries. This year we have received a request to donate 6 bicycles to the LDS Church Utah Provo Mission. These are listed under "Donated to Non-Profit" on the attached sheet.

Each year we have difficulty with finding an auction house interested in taking our property room inventory as it is so diverse and the value of most items is so low. Several other Utah police departments have used TNT Auctions in Salt Lake City. We are planning on using their services for our auction items this year. TNT Auctions takes a 15% commission on the sale of all items sold.

### **ALTERNATIVES**

1. Do not dispose of any items. This options will overcrowd our evidence room.
2. The council has the option to not auction, donate, or dispose of any or all items as they see fit.

### **FISCAL IMPACT**

We estimate that Springville City will receive between \$500 and \$2,000 in revenue from the sale of items auctioned. This money is deposited in the Springville City General Fund.

### **ATTACHMENTS**

2016 General Property List for Disposal  
2016 Bicycle List for Disposal  
2016 Firearm List for Disposal

Name: J. Scott Finlayson

Title: Director of Public Safety/Chief of Police

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Approved by the City Council

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Date

## Springville Police Department Property Disposal List - 2016

### GENERAL PROPERTY

Description	Case ID	Serial Number	Property Number
Tools- Misc from July	09SV94974, 10SV11495, 13SV07566, 13SV09211, 13SV06859		SV009489, SV015158, SV015170, SV025012, SV024853
Misc electronics from July	09SV04074, 10SV11236, 10SV11495, 13SV09676, 13SV10045, 14SV02587		SV009491, SV015641, SV015159, SV015160, SV015167, SV015173, SV025514, SV025685, SV025808,
Bracelet-turquoise & brown	09SV94838		SV009782
Garmin GPS Nuvi 255w	10SV06694	1c5297294	SV013678
Garmin GPS Nuvi	10SV011236		SV015645
Sirius UCB	10SV11495		SV015163
Phillips PET741B/37 DVD Player	10SV11495	GS5E0946041986	SV015164
Sony DCX-GT200 CD Player	10SV11495	6723700	SV015172
Two Slingshots	12SV03216		SV020788, SV020789
Virgin Pulse VP-10 TV	12SV03406		SV020855
Bucket filled with construction	12SV03406		SV020856
Sentron Soap Dispenser	12SV03406		SV020857
Weathermaker toy	12SV03406		SV020858
Tebco Fishing Pole	12SV03406		SV020859
Solenoid R19A1K-3	12SV03406		SV020860
Savora Contender 100 Arrow	12SV03406		SV020862
One drop Earring turquoise and silver colored	13SV04373		SV024192
Xbox games, controller and cords in a backpack	13SV04438		SV024219
One young woman's size CTR ring	13SV04686		SV024290
Kodak Easyshare C182 Camera in	13SV04731		SV024315
One Tennis type bracelet with round stones	13SV04731		SV024311
Rip-stick skateboard	13SV04738		SV024317
Pulse R76 Airsoft gun	13SV06859		SV024826
Nintendo DS game	13SV07086		SV024884
Purse, sequined tube bead silver colored	13SV07086		SV024894
Sportline Watch	13SV08242		SV025236
One Tennis type bracelet with round red stones	13SV08617		SV025325
One Men's size CTR Ring	13SV08617		SV025326
One ring and 1 watch	13SV08863		SV025397
Rip-stick skateboard	13SV08988		SV025444
Vistaquest VQ9100 Sport Camera	13SV10045	121004816	SV025788
Samung TL220 Camera	13SV10490	165xc90Z608378z	SV025945
Light	15SV06567		SV017705
Satelite Radio SiriusXM XDOIV1	13SV03229		SV023827

Misc electronics from October	13SV03229, 09SV06105, 14SV05252,		SV023828, SV023829, SV023830, SV010068, SV010072, SV010074, SV027548.
Women's size silver colored ring	14SV00607		SV026264
Decorative Owl Jewelry	14SV02926		SV026904
Miscellaneous small tools from October	09SV06105, 11SV06816,		SV010077, SV010078, SV017792,
Panasonic cordless phone	14SV07236		SV028043
Bushnell Binoculars	09SV06105	13-1650	SV010071
Garmin Nuvi GPS	12SV07835	1WN092452	SV021381
American Flag pendant necklace	12SV11695		SV022880
Four watches	13SV01357		SV023330
Ammo case with .22 ammo	13SV09924		SV025741
Tire Chains	13SV10494		SV025960
Animal kennel Dorskocil	14SV02039		SV026850
Baby carrier	14SV02964		SV026913
Baby quilt	14SV003345		SV027027
Wedding ring set silver colored bands with two rows of white stones on top, center stone on engagement ring missing	14SV03800		SV027134
Ring- silver colored band with 3 rings on top one with clear crystals all the way around	14SV03800		SV027135
Ring- costume with skull on top	14SV03800		SV027136
Razor Scooter	14SV04129		SV027285
Rip-stick skateboard caster board	14SV04401	KS122G030-01- 1302001	SV027356
Miscellaneous jewelry-1gold colored chain, 1 heart bracelet silver colored, 1 gold colored bracelet engraved Anthony 8-28-	14SV05252		SV027550
Ring- High School class ring 1993	14SV05703		SV027659
Skateboard Quest Sector 9	14SV05873		SV027686
Ring- silver colored band with 3 stones clear, red, blue	14SV06068		SV027751
DVD's	09SV06187		SV010280
Valentine One Radar Detector	11SV04465		SV017098
All Power Generator 2 stroke	12SV03406	95009X220579	SV020854
Tool Case	15SV02450		SV029817
Necklace	09SV06715		SV010366
State Fire Fire Extinguisher	09SV06861		SV010269
Misc Tools from July	09SV06932, 09SV07589, 09SV09463		SV010289, SV010290, SV010439, SV010919
Camera box with accessories for a Sony	09SV07755		SV010468
Cannon digital camera	11SV07090		SV018076
Miscellaneous jewelry, watches, bracelets, chains earrings, stones, pendants	12SV07965		SV021941
Baby Blanket	14SV03345		SV027027

Necklace silver colored, flat	14SV07791		SV028196
Misc electronic items	14SV07975		SV028244
Sony digital recorder	14SV07975		SV028245
Necklaces 1 3 strand pearl 1 gold with a horn pendant	14SV07975		SV028249
Wedding type ring	14SV07975		SV028250
Teardrop cocktail ring	14SV07975		SV028251
Godzilla DVD	14SV09252		SV028676
Vehicle compass	14SV09530		SV038735
CD's in case	14SV09681		SV028767
Wedding type ring	14SV09800		SV028816
Nikon tripod	14SV10034		SV028888
Hipce cd case	14SV10659		SV029055
Hard hat	14SV10881		SV029120
Relic man's watch	15SV00196		SV029212
Costume ring	15SV00196		SV029215
Silver colored ring	15SV00537		SV029314
Silver and pink ring	15SV01097		SV029503
Brown and pink stone ting	15SV01097		SV029504
Pioneer remote control	15SV01333		SV029568
Nikon coolpix camera	15SV01333		SV029569
Silver tear drop necklace	15SV02144		SV029765
Skyhawk remote helicopter with H	15SV06785		SV030938
Jack Lambert action figure	15SV04545		SV030444
Sylvania 9004 headlamps	15SV09937		SV014637
Bushnell 16x binoculars	15sv09937		SV014639
Calculator in case	15SV02919		SV029975
Phonak remote volume device	15SV02919		SV029978
Hand tools	10SV11298, 09SV11309, 10SV01520, 10SV05120, 10SV04597, 10SV01099, 09SV09523, 10SV00007, 10SV03104, 13SV10005		SV015089, SV015331, SV011489, SV013283, SV013158, SV012210, SV010915, SV010917, SV011795, SV012738, SV025860
Prolift Jack F2330	09SV11309		SV011488
Bowling balls 3 in case	16SV01320		SV032225
Firearm parts	10SV12889		SV015697
T5-1000 Fluke tool	10SV08395		SV014204
Power tester	10SV08395		SV014205
Ridgid Pipe Cutter	10SV08395		SV014206
Fieldline duffle with tools	10SV08395		SV014207
Scott Goggles	09SV11185		SV011610
Shoes	10SV07173		SV014060
Extention cord	10SV06909		SV013747
Crowbar	10SV07960		SV014066
Flashlight	10SV08736		SV014302
Golf club	11SV08716		SV018539
Tool box with Rigid drill	15SV09745		SV031573



Rolling bag with 4 Nailguns	16SV02794		SV032512, SV023513, SV032514, SV032515, SV032516
Sony Soakers	15SV02248		SV029788
Garmin Nuvi 40 GPS	15SV02248		SV029787
Mizuno Baseball bat	15SV08517		SV031299
Jewelry	14SV06588		SV027901
Headphones, etc	14SV05688		SV027902
Timer	15SV04771		SV030512
2 pearl earrings different style	15SV04637		SV030472
Heart ring	15SV03752		SV030200
Red and silver cocktail ring	15SV03752		SV030201
Timex black watch	15SV03752		SV030202
Watch	15SV03752		SV030203
Daisy Powerline 340 BB gun	15SV06265		SV030862
Black LED flashlight	14SV05332		SV027575
Bushnell binoculars	13SV10005		SV025858
CD case with CD's	15SV08457		SV031265
Sunglasses & case	15SV01775		SV029708
Jewelry	13SV08260		SV025200
Jewelry	14SV00982		SV026384
Jewelry	16SV02896		SV032549
Oval ring	16SV03075		SV032589
Tungsten man's ring	15SV07567		SV031090
Jewelry	16SV00436		SV032008
Fitbit	15SV08396		SV031260
Olympus tape recorder	10SV10024		SV014657
Fitbit	15SV06040		SV030826
Plantronics earpiece	15SV06040		SV030828
Unknown electric accessory	16SV00162		SV031952
Helmet and goggles	15SV03238		SV030070
Tow Strap	11SV08758		SV018520
Pry Bar	11SV08758		SV018517
<b>Items to Destroy</b>			
Misc cellphones	10SV03532, 10SV06694, 10SV10773, 11SV06554, 11SV07090, 13SV02444, 13SV03008, 14SV06128, 14SV06909, 14SV07262, 14SV07457, 14SV07975, 14SV09345, 14SV09530, 15SV00196, 15SV00606, 15SV01775		SV012856, SV013677, SV014932, SV014933, SV017703, SV018077, SV023576, SV023871, SV026136, SV026313, SV026683, SV02777, SV027778, SV027779, Sv027952, Sv027953, SV028048, SV028112, SV028254, SV028696, SV028733, SV028859, SV029217, SV029218, SV029219, SV029220, SV029221, SV029222

Cellphones from July	10SV06694, 11SV10456, 12SV03406, 13SV04731, 13SV05147, 13SV07086m 13SV05766, 13SV08617, 13SV10045, 13SV10490,		SV013677, SV019010, SV020861, SV024312, SV024313, SV024419, SV024896, SV024897, SV024898, SV024899, SV025014, SV025015, SV025016, SV025322, SV025323, SV025324, SV025804, SV025805, SV025806, SV025807, SV025947, SV025951
Cellphones from October	13SV03229, 13SV05769, 14SV00222, 14SV00739, 14SV01076, 14SV01358, 14SV01927, 14SV01959, 09SV06105, 10SV03532, 11SV06816, 12SV11695, 13SV01357, 14SV03243, 14SV03800, 14SV04660, 14SV05202, 14SV05252, 14SV06367		SV023823, SV023824, SV023825, SV023826, SV024583, SV026135, SV026136, SV026312, SV026313, SV026500, SV026675, SV026676, SV026683, SV026684, SV026685, SV010075, SV012856, SV017785, SV022881, SV022882, SV023326, SV026996, SV026997, SV027131, SV027132, SV027133, SV027393, SV027529, SV027551, SV027552,
Hanspring Visor PDA	14SV03060		SV026939
HP Laptop	14SV06367	2CE72809Q7	SV027840
Hisense computer tablet	14SV09201		SV028664
IPAD computer tablet	14SV11064		SV029159
HP Laptop Mini 2010-1091NR comp	10SV09937		SV014638
Misc Cellphones	15SV02919, 13SV08260, 16SV03075, 15SV07567, 15SV06040, 16SV03503, 16SV01953, 15SV07008, 13SV00702, 15SV05543, 15SV02526, 10SV02800, 15SV04637, 12SV00907, 15SV04700, 15SV04687, 15SV07389, 15SV07354, 14SV06316, 11SV11572, 16SV00162, 13SV00733, 15SV09325, 14SV09797, 14SV07975		SV029977, SV025198, SV025199, SV032590, SV032591, SV032592, SV032593, SV032594, SV031089, SV030819, SV030829, SV032704, SV032318, SV030985, SV023065, SV023066, SV030703, SV030705, SV029838, SV012660, SV030469, SV030470, SV030471, SV020005, SV030486 SV030481, SV031051, SV031048, SV027824, SV030363, SV019384, SV031945, SV031946, SV031948, SV031949, SV031950, SV031951, SV023106, SV023107, SV031470, sv028809, SV028810,
Sunglasses, phone, flashlight	15SV05723		SV030754
Ipod 2gb	13SV10005		SV025861
Zune player	14SV08227		SV028334
Ipod 4 gb	10SV10280		SV014729
IPOD	14SV08307		SV028357
IPOD Shuffle	09SV03738		SV009418
IPOD Classic, white	09SV03738		SV009419
IPOD	09SV03738	8l635m3jv9k	SV009427
IPOD	09SV03738	4u5459uzsz9	SV009428
Phillips GoGear Vibe	10SV11495		SV015161
Coby MP3 player	10SV11495		SV015175
IPOD Touch	13SV06489	CCQK4QCNF4JW	SV024771
IPOD Touch 32 g A1318	13SV10505	1B938QZK6K2	SV025962

IPOD	09SV06105	13223385015	SV010073
IPOD MA627LL	11SV06816	1D748V6FW4T	SV017786
Zune MP3 Player	13SV07852		SV025213
IPOD touch	14SV09102		SV028627
IPOD touch	15SV05061		SV030615
RCA MPD usb compatible	15SV07527		SV031077
Iriver MP3 player	10SV11236		SV015642
IPOD	13SV10490		SV025944
Coby MP3 player	14SV09201		SV028661
Toshiba Laptop	09SV03367		SV009443
Dell tower computer	09SV03367		SV009444
<b>Items to be Converted to Springville City Use</b>			
6 cans of Dust remover	10SV02420		SV012560

**BICYCLES DECLARED SURPLUS**

A = Excellent  
 B = Good  
 C = Fair  
 D = Poor

**AUCTION ITEMS**

<b>Description</b>	<b>Brand</b>	<b>Property Number</b>	<b>Green Tag</b>	<b>Condition</b>
Megal light plus blue	Next	SV030474	112912	D
Abysse Freestyle black red	Kent	SV030473	112911	B
Scooter	Razor	SV030475	112913	
Red black	Huffy	SV030573	103995	B
Hard Rock black grey	Specialized	SV030656	103934	C
Rock it red	Huffy	SV030693	103988	B
DXR purple	MGX	SV030792	112967	B
Ridge silver	Marin	SV030802	112940	C
Bayside black blue	K2	SV030870	112968	B
Power x red	Next	SV030874	112914	B
Mt Sport purple	Roadmaster	SV030923	112939	B
Power x purple	Next	SV031013	112910	B
Granite Paks grey orange	Roadmaster	SV031035	112959	C
Scooter silver grey	ZUMU	SV033224	116610	
Misty purple green	Next	SV031139	112951	B
Rock it red	Huffy	SV031138	112952	C
Ledge brown orange	Mongoose	SV031092	112963	C
Pink white	Hello Kitty	SV031204	112916	C
Platinum blue	Pacific	SV031225	112917	C
Glacier Point blue	Magna	SV031239	112981	D
Painted gold orange	Next	SV031305	112934	D
Heartbreaker blue	Kent	SV031359	112974	C
Atra-Freestyle black	Avego	SV031639	103935	B
Fs20 green	Chaos	SV031574	112982	B
High Plains black	Schwinn	SV031644	112985	C
Blossom teal	Quest	SV031645	112986	C
Mountain Tek blue	Vertical	SV031658	112984	C
Bike trailer	Schwinn	SV031659	112983	C
FSG grey lavender	Mongoose	SV031830	113000	C
XR75 black red	Mongoose	SV031831	112999	C
Byte blue	Mongoose	SV031842	112991	B
Avalon grey green	Next	SV031905	112964	B
Ranger purple	Schwinn	SV032019	100433	C
Powerline silver	Riot	SV032215	112998	A
Troublemaker purple green	Kent	SV032327	103996	B
Mt Sport purple	Roadmaster	SV032626	116624	C

Inspire blue grey	Hyper	SV032872	103998	A
Rock it black green	Huffy	SV032812	100440	C
Power glide black	Schwinn	SV032694	112935	C
Stone Mountain blue	Huffy	SV032976	112979	B
Catalina green	Huffy	SV033087	103985	B
Broncos purple	Jamis	SV033077	112936	B
Scooter white		SV033002	112948	
Glendale green	Kent	SV033098	103984	A
Bestwick red	DK	SV030979	112972	D
Vegas red	Specialized	SV030978	112971	D
Spray painted black white		SV031245	112947	D
Scooter black silver	Hyper	SV031171	112973	
Reponse blue black	Diamondback	SV029802	103987	C
Power x brown	Next	SV029807	100407	C
Bmx red	Next	SV031556	112942	C
Sorrento red	Diamondback	SV029923	100417	B
Mohave Gulch purple	Huffy	SV029952	112949	B
Power x maroon	Next	SV030007	103933	B
Scooter	Xgames	SV029990	103976	
All Terrain schock red black	Next	SV029185	112923	C
Avalon CS blue	Next	SV029413	103964	B
S25 black white	Schwinn	SV029419	112924	B
Element blue	MGX	SV029534	112925	B
Granite Paks black red	Roadmaster	SV029463	100416	B
Scooter silver	Razor	SV031985	100432	
Trail white	Cannondale	SV029666	112927	B
Zillow schock zone yel	Next	SV030305	112944	C
Scooter silver grey	Razor	SV030325	112945	
DXR blue silver	Mongoose	SV030312	100418	C
Rincon red	Giant	SV030399	112946	B
Scooter	Rollerball	SV030506	112931	
Manhattan black	Aero	SV030670	112933	B
Monster XX whi	Redline	SV031146	112953	B
Scooter white		SV030087	112943	
5500 silver	Pacific	SV005973		B
Mt Sport silver	Roadmaster	SV05972		B
Orbit silver	Mongoose	SV016485	96770	B
Thruster 2.0 brown/orng	Rampage	SV016561	96761	B
Jewel green	Next	SV016416	96746	B
E40 silver	Mongoose			B
4 loose bicycle tires				

<b>Items to be Donated to the LDS Utah Provo Mission</b>				
<b>Description</b>	<b>Brand</b>	<b>Property Number</b>	<b>Green Tag</b>	<b>Condition</b>
Talus 3.0 black	Raleigh	SV032636	116623	B
Maxair green	Genesis	SV032886	112918	A
Palomar black	GT	SV033066	103986	A
Mountain bike yellow black	Unknown	SV032985	112919	A
GS32666 grey	Genesis	SV028519	112901	A
V2100 green white	Genesis	SV029276	112930	B

## GUN DISPOSAL LIST

**Property**

Number	Case Number	Brand	Model	Serial Number	Type	Caliber
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*Prior to 2014 releases*

SV012071	10SV00370	Benelli	Nova	Z049687	Shotgun	12
SV011067	10SV02642	Remington	870 Exprs	C714825A	Shotgun	12 ga
SV013076	10SV04310	Colt	Woodsman	81409	Pistol	22 ca
SV014140	10SV08182	Mossberg	500	L622856	Shotgun	12 ga
SV015376	10SV11991	Ruger	1022	128-68245	Rifle	22 ca
SV016546	11SV02552	S&W	SW40f	PAJ3549	Pistol	40
SV018766	11SV09781	S&W	36	35401	Pistol	38
SV019819	12SV00284	Ruger	Blackhawk	520-21722	Pistol	44
SV019820	12SV00284	Remington	Magnum	T615980M	Shotgun	12
SV019823	12SV00284	Husqvarna		646057	Rifle	ZZ
SV020194	12SV01538	Marlin	70P	10367552	Rifle	22
SV020921	12SV03715	Browning	BPS	04813PY152	Shotgun	12

have order of forfeiture

SV020054	12SV00969	Ithaca	37	371213863	Shotgun	12
SV026729	14SV02107	Weatherby	Vanguard	vs140790	Rifle	300
SV027485	14SV05035	Ruger	P85	30270202	Pistol	9

**Guns and equipment to be Converted to Springville Police Department Use**

SV015482	10SV12263	Glock	19	HVB748	Pistol	9 mm
SV015483	10SV12263	Glock			Magazines	9 mm



## SPANISH FORK-SPRINGVILLE AIRPORT

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

November 1, 2016

### Staff Report

**To:** Honorable Mayors and City Councils

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

**Subject:** Agreement allowing commercial operations at the Airport

**Recommended Motion:** Approve the attached Commercial Operations Agreement for use at the Airport.

**Background/Discussion:** The City Ordinance governing the Airport requires that commercial operations conducted out of hangars at the airport be approved by each City Council and also that the person's conducting said businesses have an agreement to do so with the cities. The attached agreement has been reviewed and is being recommended for implementation by the Spanish Fork City Legal Department and the Airport Board.

**Alternatives:** We could create multiple leases for the different commercial operations at the Airport however many of the businesses sub-lease from hangar owners and would require additional agreements. We believe that the attached agreement represents a less onerous solution.

**Fiscal Impact:**  
None.





# Letter of Recommendation to City Council

Springville City Board Name: Airport Board

<b>Applicant:</b> Airport Staff	<b>Request:</b> Approve the attached Commercial Operations Agreement for use at the Airport.	<b>Date of Meeting:</b> 10-6-2016
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<b>Motion by:</b>		<b>Second by:</b>	
<b>RECOMMENDATION</b>	<b>APPROVE</b>	<b>DISAPPROVE</b>	<b>OTHER:</b>
<b>CONDITIONS OF APPROVAL:</b>			

### Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
<i>David Park</i>	✓		
<i>Jack Chubb</i>	✓		
<i>Matthew Taylor</i>	✓		
<i>Brett Ful</i>	✓		

*[Signature]*  
Chair

10/6/16  
Date

**Spanish Fork/Springville Airport**

**Agreement Allowing The Use of Hanger \_\_\_\_ to Include Commercial Operations**

COMES NOW the Spanish Fork/Springville City Airport (Owner), and \_\_\_\_\_  
\_\_\_\_\_ (Business) and hereby enter into this agreement on the \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

RECITALS

WHEREAS, there exists an agreement titled "Spanish Fork/Springville Airport Hanger Lease"  
(the Lease) dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ on Hangar #\_\_\_\_; and

WHEREAS, Section VI of the Lease prohibits commercial uses of the Hanger except by an  
additional agreement; and

WHEREAS, Owner and Business desire to enter into an agreement to allow for commercial use  
at the Spanish Fork/Springville Airport.

NOW THEREFORE, the parties hereto hereby contract, covenant, and agree as follows:

1. Business's principal place of business at the Spanish Fork/Springville Airport is described as Hanger \_\_\_\_\_.
2. Business's commercial activities are described herein as:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
3. Business acknowledges and agrees that if the Business desires to add to the commercial operations described above, Business must obtain prior written approval by the Spanish Fork City and Springville City Councils.
4. Business declares that there is a standard airport lease agreement for the hanger listed above or that they have signed and executed a sublease with the hanger business and such commercial activities are authorized by the Lessee.
5. Business acknowledges and agrees that it has reviewed and met both the Spanish Fork/Springville Airport Lease requirements and the minimum airport standards set forth at the time of this addendum.
6. Business agrees to maintain insurance on the business enterprise with the Cities of Spanish Fork and Springville listed as additional insureds and agrees to regularly provide the Airport Manager with Insurance Certificates.

7. Business acknowledges and agrees that it has met the standards set forth in Spanish Fork City Code 7.12.050 (F)(1) for general commercial activities and, if applicable 7.12.050 (F)(2) for fixed based operators, public aviation fuel sales, private aviation fuel sales, aircraft engine and airframe accessory sales or maintenance and flight training and Springville City Code 4-8-106(6)(a) for general commercial activities and, if applicable 4-8-106(6)(b) for fixed based operators, public aviation fuel sales, private aviation fuel sales, aircraft engine and airframe accessory sales or maintenance and flight training.
8. Business has applied for and been granted a Spanish Fork City business license.
9. Owner agrees that the Business may operate in Hanger \_\_\_\_ as described and approved in the Spanish Fork business license.
10. This agreement shall terminate at the end of the lease or at the termination of the sub-lease or when the business ceases to operate. The Business shall notify the airport manager within 10 days if the business either changes location on the Airport or terminates commercial activities on the Airport.
11. Except as modified herein, the Spanish Fork/Springville Hanger Lease dated \_\_\_\_\_ shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed, in triplicate, with all the formalities required by law on the respective dates set forth opposite their signatures to be effective the day and year first above written.

SPANISH FORK CITY, by

\_\_\_\_\_  
 Date: \_\_\_\_\_  
 STEVE LEIFSON, Mayor

ATTEST:

\_\_\_\_\_  
 Date: \_\_\_\_\_  
 KENT CLARK, Recorder

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
 Date: \_\_\_\_\_  
 CRIS CHILD, Airport Manager

SPRINGVILLE City by,

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

\_\_\_\_\_  
WILFORD W. CLYDE, Mayor

ATTEST:

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

\_\_\_\_\_  
Kim Rayburn, Recorder

Business

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

**TITLE**



## STAFF REPORT

**DATE:** November 10, 2016

**TO:** Honorable Mayor and City Council

**FROM:** Troy K. Fitzgerald, City Administrator

**SUBJECT: ROAD WORK ON 700 SOUTH AND 1200 WEST FOR THE AQUATIC CENTER**

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### RECOMMENDATION:

A Motion to Authorize Hogan Construction to complete the Aquatic Center Roadwork for \$371,168.30.

A Motion to deny approval of roadwork associated with the Aquatic Center.

### BACKGROUND:

The Aquatic Center is under construction. Part of the overall project for the aquatic center will require roads to be constructed on the north and west of the site in accordance with City ordinances. The overall budget for the project includes funds for the constructions of the roads and associated underground utilities.

Originally, the City intended to bid and manage these projects. However, when bids were opened for the Aquatic Center, the earthwork bid for on site improvements was very attractive. In reviewing the bids, allowing the necessary earthwork to be completed under the aquatic center project would give two primary benefits:

1. The roadway would be completed far below estimates.
2. The aquatic center should benefit from the ability to coordinate this work within the overall plan of work.

### DISCUSSION:

The current budget for the aquatic center has \$920,000 scheduled to complete off-site road and utility improvements. While this particular approval does not have some of the necessary concrete and asphalt improvements, virtually all of the work will be completed for \$371,168.30. Thus, the entire work will be completed well within budgeted amounts.

The budgeted amounts include dollars from impact fees, C Road funds and the General Fund. Thus, little, if any of the savings can be allocated to the Aquatic Center project. Instead, staff is focusing on the possibility of extending the roadway to 900 South to improve traffic flows in the area.

ALTERNATIVES:

The primary alternative is to go out to bid and build the road in the spring.

FISCAL IMPACT:

\$371,168.30 will be expended from the Aquatic Center budget.

*Troy K. Fitzgerald*

Troy K. Fitzgerald  
City Administrator