RESOLUTION NO. 99-11

ROLL CALL

VOTING	YES	NO
MAYOR DALE R. BARNEY *(votes only in case of tie)*		
SHERMAN E. HUFF *Councilmember*	X	
EVERETT KELEPOLO *Councilmember*	X	
THORA L. SHAW *Councilmember*	X	
LILLIAN J. SHEPHERD *Councilmember*	X	
CLYDE A. SWENSON *Councilmember*	X	

I MOVE this resolution be adopted: Councilmember Kelepolo
I SECOND the foregoing motion: Councilmember Shepherd

RESOLUTION 99-11

A RESOLUTION AUTHORIZING THE ENTRY INTO AND EXECUTION OF A CHIP SPREADER INTERLOCAL AGREEMENT

WHEREAS, it is advantageous to the City to join with the other South Utah County Cities in purchasing a Chip Spreader in order to complete Chip Seal projects within the City; and

WHEREAS, by combining resources with the other Cities, the City can obtain the use of a Chip Spreader, which is used only a few days per year, at a much reduced cost, and can also share in the expertise of the personnel of the other Cities for such a project; and

WHEREAS, the City has been a party to a Chip Seal Agreement with the other South Utah County Cities, which has proved to be very beneficial; and

WHEREAS, the Council has had an opportunity to review the document entitled Chip Spreader Interlocal Agreement, which it finds it to be beneficial to the City;

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

1. The Mayor is hereby authorized to enter into a Chip Spreader Interlocal Agreement and to execute the same, binding the City to the terms thereof.

SECTION II

This resolution adopted this 1st day of June, 1999, by the City Council of Spanish Fork City, Utah.

Dale R. Barney

DALE R. BARNEY, Mayor

ATTEST:

Kent R. Clark

KENT R. CLARK, City Recorder

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CHIP SPREADER INTERLOCAL AGREEMENT

WHEREAS, the Utah Interlocal Cooperation Act (Utah Code Ann. §11-13-1 et seq) allows public entities, including municipalities, to enter into mutually advantageous agreements; and

WHEREAS, the Cities of Genola, Elk Ridge, Goshen, Mapleton, Payson, Salem, Santaquin, Spanish Fork, and Springville have chip seal projects which are need edas part of their road and street maintenance; and

WHEREAS, a joint chip seal project among the Cities has proved beneficial; and

WHEREAS, a new chip spreader is needed; and

WHEREAS, by sharing the proportionate cost of a chip spreader, each City can more economically complete its chip seal projects; and

WHEREAS, it is fair and equitable that each City receive the value of its investment in the chip spreader;

NOW THEREFORE, Genola, Elk Ridge, Goshen, Mapleton, Payson, Salem, Santaquin, Spanish Fork, and Springville hereby enter into this interlocal agreement and hereby contract, covenant, and agree as follows:

1. The Cities agree to jointly purchase a chip spreader for the sum of $92,670. Spanish Fork City will coordinate the purchase of the equipment and will store and maintain it when delivered.

2. Each City will pay to Spanish Fork City their pro-rata share of the costs of the chip spreader, as set forth in exhibit A. Ten percent (10%) of the payment amount will be due on or before July 10, 1999. The balance will be due on or

before April 1, 2000. Any payment not paid when due will bear interest at the rate of ten percent (10%) per annum.

3. In order to assure that each City obtains it pro-rata benefits of the chip spreader, the Cities have estimated that it will be used 120 hours annually. Based upon a ten year depreciation, the hourly cost for the capitalization of the chip spreader is $77.23.

4. For each hour of use within a City, that City will remit $77.23 to Spanish Fork City for distribution to the other Cities, based upon the percentages shown in exhibit A. The City may take a credit for its own percent, rather than pay that in cash and be reimbursed for those amounts.

5. In addition to the capital costs, the Cities have assigned $10.00 per hour as operation and maintenance costs. For each hour of usage in the City, that City will remit $10.00 to the City storing and providing maintenance for the chip spreader. Initially, and until changed by amendment, that will be Spanish Fork City. Any extraordinary costs incurred beyond normal wear and tear will be in addition to the O&M costs.

6. The O&M costs will be adjusted on July 1st of each year based on the Wasatch Front Consumer Price Index, as published by First Security Bank.

7. This Interlocal Agreement shall become effective on July 1, 1999 and continue in effect for ten (10) years. At that point, the capital costs will be reimbursed. The parties may agree to continue the O&M costs during the useful life of the chip spreader, not to exceed fifty (50) years from the date hereof.

8. The equipment and personnel needed to complete the chip seal projects, together with the necessary materials will be handled pursuant to the existing Chip Seal Interlocal Agreement and Extension of Chip Seal Interlocal Agreement between the parties. Genola, not being a party to the earlier agreements, acknowledges receipt of copies of the same and by executing this agreement, agrees to be bound by the terms of the earlier agreements. Each of the other Cities, by executing this agreement, accepts Genola as a party to the earlier agreements. New exhibits A & B will be prepared for the Extension of Chip Seal Agreement, which will include Genola.

9. This agreement shall not be deemed to create or establish a separate legal entity, but each City shall maintain its own separate legal status.

10. This agreement shall be interpreted pursuant to the laws of the State of Utah.

11. In the event that any party should be required to retain an attorney because of the default or breach of any other party or to pursue any other remedy provided by law, then the non-breaching or non-defaulting party shall be entitled to a reasonable attorney fees, whether or not the matter is actually litigated.

12. This agreement may not be modified or otherwise amended without a signed written document executed by all of the parties hereto.

13. The invdidity of any portion of this agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular shall be held to include the plural and vice versa and the use of any gender shall include any and all genders.

14. Should any provision of this agreement require judicial interpretation, the court interpreting or construing the same shall not apply the presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that the document is to be construed more strictly against the person who himself, or through his agents, prepared the same; it being acknowledged that all parties have participated in the preparation hereof.

15. This agreement is not assignable, it being specific to the parties hereto.

DATED this _____ day of _____, 1999.

Town of Genola by:

_____
W. NEIL BROWN, Mayor

ATTEST:

_____
TRACI J. WRIGHT, Town Clerk

APPROVED AS TO FORM:

_____
DENTON HATCH, Attorney

Town of Elk Ridge by:

_____
GREGG F. INGRAM, Mayor

ATTEST:

_____
JANICE H. DAVIS, Town Clerk

APPROVED AT TO FORM

_____
DENTON HATCH, Attorney

GOSHEN CITY by:

_____
DENNY STURMAN, Mayor

ATTEST:

_____
VERNA VanAUSDAL, Town Recorder

Approved as to form,

_____
City Attorney

MAPLETON CITY by:

_____
RICHARD YOUNG, Mayor

ATTEST:

_____
DON WALKER, Recorder

Approved as to form,

_____
JAMES BRADY, Attorney

PAYSON CITY by:

_____
GORDON TAYLOR, Mayor

ATTEST:

_____
JEANETTE C. CARRARD, Recorder

Approved as to form,

_____
DAVID TUCKETT, Attorney

SALEM CITY by:

_____
RANDY A. BRAILSFORD Mayor

ATTEST:

_____
PAUL HAIR Recorder

Approved as to form,

_____
S. JUNIOR BAKER, Attorney

SANTAQUIN CITY by:

_____
KEITH BROADHEAD Mayor

ATTEST:

_____
ELAINE TASKER, Recorder

Approved as to form

_____
MITCHELL MAUGHN, Attorney

SPANISH FORK CITY by:

_____
DALE R. BARNEY, Mayor

ATTEST:

_____
KENT R. CLARK, Recorder

Approved as to form

_____
S. JUNIOR BAKER, Attorney

SPRINGVILLE CITY by:

_____

HAROLD R. WING, Mayor

ATTEST:

_____

JILL EVANS, Recorder

Approved as to form

_____

TROY FITZGERALD, Attorney

City Name	Population	Percentage	Chip Spreader Cost
Elkridge	1600	2.25%	$2,088.34
Genola	1050	1.48%	$1,370.47
Goshen	800	1.13%	$1,044.17
Mapleton	5050	7.11%	$6,591.32
Payson	14000	19.72%	$18,272.96
Salem	3800	5.35%	$4,959.80
Santaquin	3700	5.21%	$4,829.28
Spanish Fork	19000	26.76%	$24,799.01
Springville	22000	30.99%	$28,714.65
Total	71000	100.00%	$92,670.00

This data represents the population figures used by the South Utah Valley Munincipal Water Association

These figures are for estimating only.