CITY COUNCIL MEETING

6:00 pm
Tuesday, February 17, 2004

I. PRELIMINARY ACTIVITIES

A. Pledge of Allegiance
B. Minutes
C. Agenda Request from Judy Cole - Impact Fee Waiver Request
D. Agenda Request from Don Lindsey - Concert Facility

II. PUBLIC HEARINGS

6:00 pm A. 2004 Fiscal Year Budget Revision*

III. STAFF REPORTS

A. Emil Pierson - Planning and Development
   1. Spanish Fields - Preliminary Plat

B. Junior Baker - Legal
   1. Interlocal Agreement with Provo City - Telecommunications
   2. Interlocal Agreement with Nebo School District - School Resource Officer
   3. Interlocal Agreement with Utah County - 911 Funds
   4. Contract with Lew Christensen - Purchase of River Road

C. Kent Clark - Finance
   1. Workers Compensation Bid - 2004

IV. OTHER BUSINESS

(*) *indicates support information, if any, will follow at the Council meeting.*

The public is invited to participate in all Spanish Fork City Council Meetings. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at 798-5000.

SPANISH FORK CITY

AGENDA REQUEST FORM

Date of Meeting Requested to Attend: 2-17-04

All forms must be completed and returned by NOON the Wednesday before the Council Meeting requested. (Return no later than:_____) Thank you.

Name Judy Cole

Phone Number 435-638-7560

Address PO Box 440007
Kooshareem, Ut. 84744

Please list the subject and detailed information regarding your request:

Impact fees

I'm requesting information on how to have the impact fees waived on a water hook-up for someone w/out the means to pay. If they can not be waived then possibly a change to the City Code be changed to allow this. Also, if the remaining fees could be added to the monthly bill instead of a whole sum payment

Judy Cole
Signature

1-29-04
Date

SPANISH FORK CITY

AGENDA REQUEST FORM

Date of Meeting Requested to Attend: Feb 17th

All forms must be completed and returned by NOON the Wednesday before the Council Meeting requested. (Return no later than:_____) Thank you.

Name Don Lindsey

Phone Number 801-798-8827
dad's cell 787-4847

Address 2805 E. 1470 S.

Please list the subject and detailed information regarding your request:

I am requesting that the city would help me build a building meant for concerts in Spanish Fork. Particulary in the Farm area; property. Find some cheap property, and do a fund-raiser with @ least 500 + supporters. Get charity from local business's that would be interested in something like this. I know that Starry night on main street, owned by Booth Brothers, owns a facility, but I was looking for something specific of a public/city building for local bands to come and participate. My estimate for the total cost of land & building costs would be around $150,000. Having a public building would help benifit the city of Spanish Fork in a special way. Making Spanish Fork a musical community.

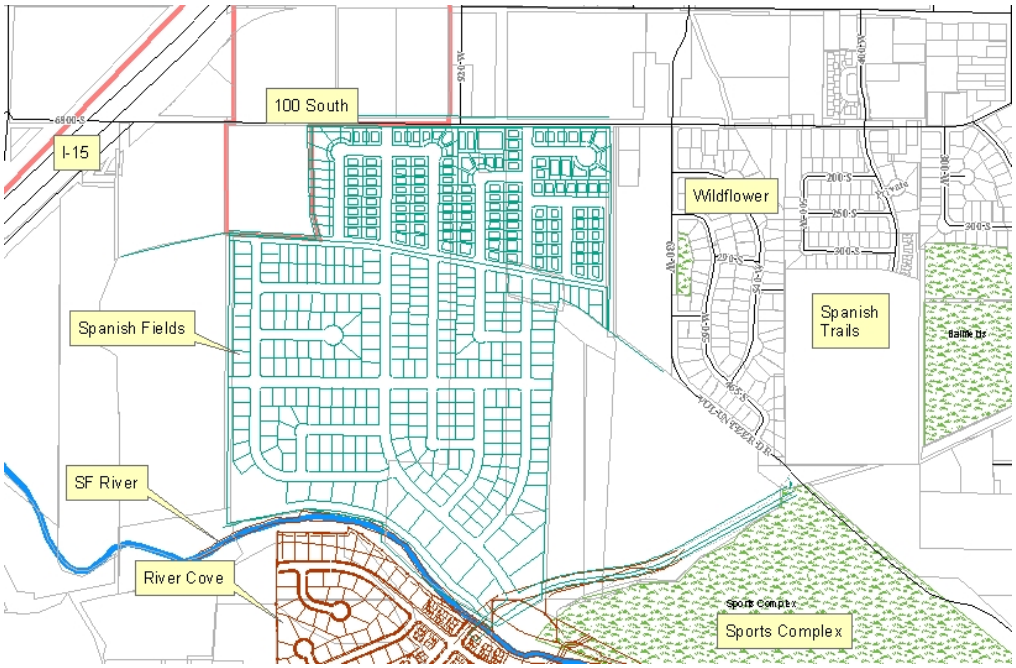
Don Lindsey
Signature

2-9-04
Date

SPANISH FORK CITY
CITY COUNCIL
STAFF REPORT

To:	**City Council**		
From:	**Emil Pierson, City Planner**	**Zoning:**	**R-1-9, R-1-12**
Date:	**February 17, 2004**	**Property Size:**	**114.9 acres**
Subject:	**Spanish Fields Preliminary Plat**	**# Lots/Units:**	**411**
Location:	**650 West 100 South**	**Units/Acre**	**3.57**

Background



The applicant(s), Fieldstone Homes (Mike Stewart), is requesting preliminary plat approval in order to develop a 411 lot subdivision. The property is shown in the General Plan as Residential 3.5-5 u/a and Residential 1-2.5 u/a. The property is 114.9 acres in size and is currently being farmed. To the north is 100 South and fields. To the east is property owned by Lew Christensen. To the south is Spanish Fork River and to the west is property owned by Thomas's and the Finch's. The annexation of this area was approved by the City Council on December 16th.

Analysis

The applicant is proposing 412 total lots of which 411 lots are planned single family homes. (see attached packet)

Lot Sizes

The single family lots range from 6,000 to 37,810 square feet with most of the lots exceeding 7,000 square feet.

Access:
Access into the subdivision is shown from 100 South and a future 66 foot right-of-way coming from Volunteer Drive. There is a 66 foot collector road going north/south and also east/west in the subdivision going through the project. The developer is also required to participate in the construction of a vehicle and pedestrian bridge across the river.

Traffic study – a traffic study was completed by the developer and a summary is attached for your review.

Density
The General Plan designates this property as Residential 3.5-5.0 and 1-2.5 units to the acre. The developer is proposing this subdivision at 3.57 u/a. If the developer does not want to do the Master Planned Development (MPD) concept he would be required to have all of the lots over 9,000 and 12,000 square feet respectively. The developer, on the other hand, has decided to do a MPD and include lots under the required lot sizes.

Amenities:
As per the annexation agreement the developer is proposing a number of amenities like paying the school and Spanish Fork share of the bridge cost, the development of the 50 and 30 foot trails, the construction of the pavilion, and the construction of the trail head and new road coming from Volunteer Drive. (see packet for more details).

Property Lines:
There has been some questions pertaining to the property lines between the Hughes and Boatman/Murphy properties this issue has been resolved between the interested parties.

General Plan – Findings of Facts
#1
The Spanish Field Preliminary Plat follows and supports the General Plan by meeting the following Goals and Policies:

General Land Use Goals and Policies
Goal One: To maintain the high quality physical and social environment in Spanish Fork.
Policies:
- Require new development to respect the character of the surrounding area.
- Require that all implementing ordinances (i.e., zoning and subdivision regulations) be consistent with the General Plan.
- Allow development to occur only in areas where adequate streets, public facilities, and services exist or where the developer will provide them

Residential Policies:
Goal One: To provide high quality, stable residential neighborhoods.
Policies:
- Encourage the creation of neighborhood or homeowners' associations to help maintain the quality of neighborhoods.
- Design local streets in residential areas with discontinuous patterns to discourage through traffic.

Goal Two: To provide a range of housing types and price levels in all areas of the City.

Policies:

- Allow a variety of lot sizes and housing types in all "Urban Residential" areas.
- Allow residential development projects that provide superior design features and amenities to be developed at the high end of the density ranges as shown on the General Plan Map.

Goal Three: To ensure that adequate open space, buffering, and landscaped areas are provided in new developments.

Policies:

- Develop an overall landscape concept for all common areas of the project including, entries, street plantings, reverse frontage streets, and park and retention areas.
- Select plant materials that are suited for their proposed use.
- Install street landscaping in significant lengths to develop the desired character and maintain continuity in the project.
- Provide for water conservation in landscape design; locate consumptive vegetation, such as lawns in visible and usable places.
- Develop parks within ½ mile of all residences.
- Provide high quality, durable walls or fences along arterial streets.

Transportation Goals and Policies

Goal One: Provide a safe, convenient, and efficient system for transporting both people and goods.

Policies:

- Develop intersections to obtain Level of Service C or better during peak-hour traffic periods. Reduce the intensity of proposed projects or require traffic improvements to maintain or achieve Level of Service C or better.
- Require new developments to have or to develop appropriate access for the intensity of the development.
- Obtain needed street rights-of-way through property dedication when subdivisions, conditional use permits, rezonings, or design review plans are approved.
- Base street system planning on traffic generated from planned uses. Changes in planned uses are to be accompanied by an analysis of traffic impacts created by those land use changes and what improvements are needed to deal with these impacts.
- Design sidewalks along new streets to be set back from the traveled roadway, thereby providing a safer walking area.
- Design local residential streets with discontinuous patterns to discourage through traffic.
- Discourage partial width streets (half streets) for new, local streets.

Goal Two: Provide pleasant, safe, and functional non-motorized transportation routes.

Policies:

- Prepare a more extensive bikeway and trails plan that identifies which parts of the system should be paths, routes, or lanes, and what types of non-motorized transportation should occur in each area. Develop detailed design guidelines for each component of the system.
- Require pedestrian walkways between sidewalks along public streets and developments adjacent to those streets. Pedestrians should not have to use driveways or parking lots as the only access points to buildings.

Development Review Committee

The Development Review Committee reviewed this request at their December 31, 2003 meeting.

Draft Minutes from December 31st:

Mr. Stewart reviewed the Spanish Fields Development Packet prepared by Fieldstone Homes. They will be deeding property with phase 2 or 3, and it will not be part of the annexation agreement. The packet included information concerning the annexation agreement, improvements along 100 South, including the wall, connecting road to Volunteer Dr., and the trail system. He said fieldstone is prepared to increase elevations around the river as directed by city staff.

Mr. Baker said erosion is a substantial concern to staff. Mr. Oyler requested a statement from Fieldstone stating the

banks of the river of adequately rip rapped. Mr. Thompson said Mr. Heap requested the developer obtain a study from a qualified engineer approving the rip rap.

Mr. Stewart reviewed the plans for the trailhead park and the house design and plotting. Mr. Oyler said the park should have proper signage concerning proper use of the parking lot, etc.

Mr. Pierson requested the house design details also include square footage of the main level in second story homes and the exteriors are to be constructed of at least 50 percent brick or stone. Superior design and materials are consistent with master plan developments. He said the Planning Commission will require developments to have the look and feel of a neighborhood. Also, plotting of similar homes are to be at least 120 feet apart and side entry garages on corner lots are strongly encouraged.

Mr. Baker will provide Fieldstone with the original Annexation Agreement today, however, the agreement with Thomas's is being prepared. Mr. Oyler said the annexation will need to be completed before the subdivision will be approved. He also said the Hill property will need a right-of-way. Mr. Baker said the city is required to obtain the right-of-way from the Hills. Mr. Stewart said phases 1 and 2 will be submitted together and the right-of-way is required with phase 2. All improvements along 100 South will be completed along with phases 1 and 2. Mr. Nielson asked Mr. Magleby for the legal description of the Hill property to obtain the right-of-way. The Hill property required is around one acre. Mr. Thompson said the city has a boundary line agreement south of the development near or on the Hughes property.

Mr. Robinson has determined the location of the pavilion and will provide details to the developer. Mr. Thompson said the canal will need to be moved and/or piped. Mr. Magleby said they are not moving the canal. He said it is out of the right-of-way. Mr. Thompson said it will need to be reviewed.

Mr. Oyler asked if the cement of the sidewalk is covered under the trail grant. Mr. Thompson said yes the cement of the sidewalk is covered under the trail grant. Mr. Oyler said the value of the sidewalk should be put toward improvements along the river.

Mr. Pierson reviewed the density bonus allowances. Adjustments were made. Mr. Nielson said he has the utility issues worked out. Mr. Magely said he has been unable to receive any commitments from Strawberry Electric. Also, he still needs to coordinate the electric design with Jeff Foster. Mr. Bagley reviewed the electric design requirements. Mr. Pierson asked Fieldstone to get with Jeff Foster as soon as possible.

Mr. Baker made the following findings:
1. The Preliminary Plat Meets the General Plan and the Zoning by developing mixed lot sizes,
2. Amenities to be provided as reviewed.

Mr. Baker made a **motion** to recommend approval of the Spanish Fields Preliminary Plat subject to the following condition(s):
1. Install a masonry wall with 2" caliper trees and tree gates on 100 South,
2. Along with development of Phase I a payment is to be made to Spanish Fork City and Nebo School District portions of the proposed bridge to Spanish Fork City and construction of the park pavilion similar to the existing Veteran's Pavilion,
3. Construct a connector road from the proposed bridge location to Volunteer Dr.,
4. Install the Spanish Fork River Trail and Pedestrian/Equestrian trail along the west property boundary as per the Spanish Fork City Parks and Recreation Department,
5. Construct a trailhead park adjacent to the Spanish Fork River Trail as per the Spanish Fork City Parks and Recreation Department,
6. Construct the Spanish Fields Project as per the preliminary plan document packet,
7. The developer is to provide an engineering study of the stability of the existing river rip rap,
8. Submit to the city the covenants, codes, and restrictions for the development,
9. The developer is to sign off on all house plans in the development,
10. Provide the city with a clear title report prior to submitting the final plat,
11. Meet all of the city construction and development standards,

12. The developer of the Galt, Boatman, Murphy properties are to participate in the cost of constructing the pedestrian/vehicle bridge over the Spanish Fork River, to the percent indicated by the updated traffic study,
13. A traffic study be competed for this development and other surrounding development areas which will be determined by the traffic engineer,
14. No duplicate homes are to be constructed within 120 feet of each other,
15. Receive approval of the electrical design for the development from Jeff Foster of the Electrical Department,
16. Construct all homes with at least 50 percent stone, brick, or masonry surface,
17. Side entry garages are strongly recommended on homes located on corner lots, especially on 66-foot right-of-ways,
18. The project contain a total of 411 units as contained in the development packet,
19. Irrigation ditches in the development be piped or eliminated,
20. Electric service from the Strawberry Service District Line be brought in as directed by Jeff Foster of the Electrical Department,
21. Provide a letter of approval from the Irrigation Company,
22. Cost of the sidewalk from Volunteer Drive to the east end of the development be paid directly to the city in compliance with the trail grant.

Mr. Oyler **seconded**, and the motion **passed** with a unanimous vote.

Planning Commission – January 7, 2004

The Planning Commission reviewed this preliminary plat request at their January 7, 2004 meeting. The recommended approval subject to a number of conditions. List below are the minutes from that meeting.

Applicant(s): Fieldstone Homes
Mr. Pierson discussed the details in the agenda.

The conclusions of the traffic study are in the packet and more in-depth information is available from the developer. Mr. Pierson has added to the agenda information regarding the Findings of Fact for clarification.

Commissioner Robbins asked if the bridge at the end of the project will be a dead end. Mr. Pierson stated that each developer in the area would have to contribute a portion of the bridge construction cost. Commissioner Bradford asked if there is a specific time frame to construct the bridge. There is not. When the traffic studies deem it necessary the bridge will be constructed. Commissioner Robbins asked what the considerations are as far as tying the bridge into 900 South. Mr. Pierson stated that when the next development comes in there will be more details. Agreements have been worked out between the city and future developers as to the cost. Greg Magleby, LEI, is the engineer.

Mike Stewart, Fieldstone Homes, provided a detailed package for the Planning Commission to review. He discussed the background of the development for Commissioner Wadsworth and Commissioner Robbins. The Preliminary Plat development culminated in an Annexation Agreement, a major element of which is the density bonuses. Fieldstone is constructing trail systems, providing more pedestrian access, and a community park. The development is designed to meet the needs of many housing types.

The concerns about the potential flood area was also discussed by Mr. Stewart. The integrity of the embankment along the river is in question by staff and provided for in the Conditions as follows:

7. The developer is to provide an engineering study of the stability of the existing river rip rap.

Commissioner Wadsworth asked for clarification of the area in question.
Commissioner Bradford asked about the area upstream. Mr. Stewart deferred the questions to Mr. Heap. Mr. Heap stated that the property upstream will be adjacent to city-owned property. The city is working on obtaining assistance for maintenance on the river. There are strict requirements that the city must follow in order to provide maintenance. Commissioner Wadsworth asked for an estimate on the cost of maintenance. Mr. Heap estimates the

cost to be $40,000-50,000 every 10 years.

Commissioner Bradford noticed debris settling in the river, thus requiring more maintenance. Mr. Heap stated that UDOT said they will do some of the maintenance. Chair Jensen asked if the Army Corps of Engineers, referred to in last months meeting, are going to assist. Mr. Heap stated they will not do the work and will turn it over to the county. Utah County told Spanish Fork City that they may do the work, but state guidelines do not required it. From Spanish Oaks Golf Course to Main Street, the river is not under Spanish Fork City jurisdiction, but the area in question along Spanish Fields is.

Mr. Stewart stated that there are two issues relating to liability. The first issue concerns the integrity of the rip rap along the river and is dealt with under Condition 7. The second issue is disclosing to property owners the potential for flooding. Fieldstone will work with Mrs. Johnson to develop a disclosure statement to provide additional protection for both Fieldstone and Spanish Fork City. Mr. Stewart stated that Fieldstone is agreeable to this as a condition.

Commissioner Scott stated that the road along the river will also serve as a barrier. Mr. Stewart agrees.

Mr. Stewart stated that there will be CC&R's governing architectural standards (contained in the packet). This will insure that any future developer in this project must comply with the standards.

Commissioner Bradford asked if Fieldstone will use vinyl siding. Mr. Stewart stated that vinyl may be used and he discussed the facades. Commissioner Bradford asked for a description of the housing types that will be in the higher density area. Mr. Stewart stated that the homes will be 1,300-2,400 square feet. In the lower section of the development the homes will be 1,500-3,500 square feet.

Commissioner Wadsworth asked about the berm near the trail and if the larger homes will be elevated to protect against potential flooding. Mr. Stewart stated the options are to either have an additional berm or to have a buildable pad that is raised up several feet. One or the other option will be sufficient. A 3-4 foot berm already exists. Fieldstone will do a study with Mr. Heap to research alternatives.

The traffic study provided information for the creation of the Volunteer Drive access. The study gave information regarding current traffic, future traffic at completion and a 30+ year build out. Phase 2 of the project will encompass the area from Volunteer drive north including the master road construction, providing a better traffic flow. The sewer pump station at the south end of the development will also be done early to provide infrastructure.

Commissioner Robbins expressed concerns with load distributing and would like a copy of the traffic study for review. He also asked for the width of the street between 100 South between Main Street and 200 West. Mr. Heap addressed the concerns and stated that 100 South is a 66-foot roadway. Because not all the properties along that area are in the growth boundary a final decision regarding the road has not been made. As developments come in the issue will be studied in depth. Commissioner Bradford stated best time to study the road is prior to development.

Chair Jensen asked for time frame for beginning the development. Mr. Stewart stated they plan to begin this spring. Chair Jensen stated that Mr. Heap will have to make decision regarding the road soon. There was more discussion regarding the traffic study.
Commissioner Bradford commented that he notices vacant areas in various areas of the city and knows that within five to seven years they will be developments. More discussion took place regarding the roads.

Mr. Stewart told the Commissioners that CC&R's will be required. Conditions of approval recommended by staff and the Development Review Committee are now conditions of the Annexation Agreement as well. Fieldstone has worked with staff in developing the conditions and they are acceptable. Mr. Stewart wants to add to Condition 21.

Commissioner Bradford wants to add Condition 22 stating that the property owners are to sign a waiver holding Spanish Fork City not liable for future flooding. The statement should also include an acknowledgment that the area has flooded in the past. Mrs. Johnson advised that this condition may be added. Commissioner Wadsworth agrees with the necessity of a disclosure statement. Mr. Stewart suggested that Fieldstone work with staff to come up with

the appropriate wording. The following wording will be added to the Conditions:

21. ...or credit the cost to drainage ditch improvements.

22. The homeowners sign a disclosure acknowledging that the area has flooded in the past and holding the city harmless of any flood damage.

The wording will be worked out between staff and the developer.

Commissioner Wadsworth asked for clarification regarding Condition 8. Mr. Pierson stated that the city does require the developer (Fieldstone) to sign off that all plans meet the CC&R's.

Chair Jensen asked if there are any other questions. Condition 21 was clarified at the request of Commissioner Shaw. Commissioner Robbins asked if it is appropriate to open up a discussion at this point. Chair Jensen stated that it is. Commissioner Robbins asked for clarification on the cost of river maintenance. He also believes that not having a plan for the road is a disservice to residents on 100 South between Main and 200 West. Traffic will increase over next 7 years hindering their quality of life.

Commissioner Shaw replied that traffic problems are inherent in any area of the city experiencing growth and has been faced many times. Commissioner Robbins asked if the Planning Commission needs to address it now. Commissioner Shaw stated that traffic concerns are a condition of growth and there is no guarantee that the city can maintain the status quo. She agrees that there needs to be a balance between providing for growth and maintaining the quality of life for existing residents. Commissioner Bradford is also concerned with traffic.

Mr. Stewart responded that a comprehensive traffic study has been done and the problem has been identified. The city can use the information to come up with options. Commissioner Robbins asked if these are preliminary discussions regarding the road. Mr. Pierson stated that they are. The first thing the city looks at the is the General Plan. A connector road is very costly. The city reviews possible collector roads based upon future developments and then plan ahead for congested roads and alternative routes.

Commissioner Wadsworth asked if there are plans for an I-15 ingress and egress and whether development of Vic Devauno's property will facilitate the building of new roads. Mr. Heap replied that there are no plans for I-15 ramps and discussed the I-15 corridor study. He diagramed the property owned by the railroad and property deeded to Spanish Fork City. The city has asked UDOT to retain a portion of the property they wanted to sell for a possible future off-ramp.

Regarding river maintenance, the area along the development that the city is responsible for will be maintained like the area near the golf course. The maintenance issue is not significant, but the city does own a portion of the property and will maintain it.

Commissioner Robbins asked if the maintenance costs have been budgeted for. Commissioner Wadsworth asked if the county will assist with the cost. Mr. Heap replied that it is not likely that Utah County will help with the maintenance, neither will the Army Corps of Engineers.

Mr. Pierson asked Mr. Heap to discuss the most significant concerns. Mr. Heap stated that typical high flow is during April and May, possibly June. The Thistle slide has restricted the flow of water and debris. Sediment gets trapped at the debris basin. The new Highway 6 culvert also restricts flow. UDOT has agreed to clean under within 200 feet of the I-15 bridge.

Chair Jensen asked if there is any other discussion on the issue. There was not.

Commissioner Shaw made a **motion** to approve the Spanish Fields Preliminary Plat located at 650 West 100 South subject to the following conditions(s):
1. Install a masonry wall with 2" caliper trees and tree grates on 100 South,
2. Along with development of Phase I a payment is to be made to Spanish Fork City and Nebo School District

portions of the proposed bridge to Spanish Fork City and construction of the park pavilion similar to the existing Veteran's Pavilion

3. Construct a connector road from the proposed bridge location to Volunteer Dr.,
4. Install the Spanish Fork River Trail and Pedestrian/Equestrian trail along the west property boundary as per the Spanish Fork City Parks and Recreation Department,
5. Construct a trail head park adjacent to the Spanish Fork River Trail as per the Spanish Fork City Parks and Recreation Department,
6. Construct the Spanish Fields Project as per the preliminary plan document packet
7. The developer is to provide an engineering study of the stability of the existing river rip rap,
8. Submit to the city the covenants, codes and restrictions for the development,
9. The developer is to sign off on all house plans in the development,
10. Provide the city with a clear title report to submitting the final plat,
11. Meet all of the City Construction and Development Standards,
12. The developer of the Galt, Boatman, Murphy properties are to participate in the cost of constructing the pedestrian/vehicle bridge over the Spanish Fork River, to the percent indicated by the updated traffic study,
13. A traffic study be completed for this development and other surrounding development areas which will be determined by the traffic engineer,
14. No duplicate homes are to be constructed within 120 feet of each other,
15. Receive approval of the electrical design for the development from Jeff Foster of the Electrical Department,
16. Construct 50% of the homes with some stone, brick or masonry surface,
17. Side entry garages are strongly recommended on homes located on corner lots, especially on 66-foot right-of-ways,
18. The project contain a total of 411 units as contained in the development packet,
19. Irrigation ditches in the development be piped or eliminated and provide a letter of approval from the Irrigation Company,
20. Electric service from the Strawberry Service District Line be brought in as directed by Jeff Foster of the Electrical Department,
21. Cost of the sidewalk from Volunteer Drive to the east end of the development be paid directly to the city in compliance with the trail grant or credit of the cost to drainage ditch improvements.
22. The property owners sign a disclosure acknowledging that the area has flooded in the past and holding the city harmless of any flood damage and that the wording be worked out between the developer and the City Attorney.

Commissioner Wadsworth **seconded** and the motion **passed** with Commissioner Robbins opposed

Commissioner Shaw stated that the Planning Commission did not review the bonus credits. Chair Jensen asked if the Commissioners concur with the density bonuses as presented. Mr. Stewart stated that the bonuses have met the requirements of the Annexation Agreement. Mr. Pierson stated that it is the responsibility of the Planning Commission to review the number of units decided upon in the Agreement.

Commissioner Bradford stated he does not agree with the density, but it is legal under the General Plan.

Rick Evans-1710 East 1310 South-stated that the motion passed and this is a moot point. Chair Jensen agreed. Commissioner Bradford stated that he is reviewing this for the purpose of future developments. Mr. Stewart responded that the details were negotiated when the Annexation was brought before the Commission. He also stated that the process by which Spanish Fork City reviews annexations works well. Other communities wait until the Preliminary Plat is brought rather than determining the details early on.

Commissioner Shaw stated that it may be a good idea to review the Annexation for the benefit of the new Commissioner. Chair Jensen agreed.

Commissioner Robbins asked Commissioner Bradford to clarify his concerns. Commissioner Bradford replied that he feels the reduction of lot sizes is too liberal. He does not favor small lots with 50-foot fronts. The R-1-9 allows this and the zoning is too lenient. Chair Jensen stated that the motion has been voted on and that it carried. Commissioner Bradford has a good point, but the vote passed and other items are on the agenda.

RECOMMENDATION

Approve

Make the motion to Approve the Spanish Fields Preliminary Plat located at 650 West 100 South subject to the following condition(s):

1. Install a masonry wall with 2" caliper trees and tree grates on 100 South,
2. Along with development of Phase I a payment is to be made to Spanish Fork City and Nebo School District portions of the proposed bridge to Spanish Fork City and construction of the park pavilion similar to the existing Veteran's Pavilion
3. Construct a connector road from the proposed bridge location to Volunteer Dr.,
4. Install the Spanish Fork River Trail and Pedestrian/Equestrian trail along the west property boundary as per the Spanish Fork City Parks and Recreation Department,
5. Construct a trail head park adjacent to the Spanish Fork River Trail as per the Spanish Fork City Parks and Recreation Department,
6. Construct the Spanish Fields Project as per the preliminary plan document packet
7. The developer is to provide an engineering study of the stability of the existing river rip rap,
8. Submit to the city the covenants, codes and restrictions for the development,
9. The developer is to sign off on all house plans in the development,
10. Provide the city with a clear title report to submitting the final plat,
11. Meet all of the City Construction and Development Standards,
12. The developer of the Galt, Boatman, Murphy properties are to participate in the cost of constructing the pedestrian/vehicle bridge over the Spanish Fork River, to the percent indicated by the updated traffic study,
13. A traffic study be completed for this development and other surrounding development areas which will be determined by the traffic engineer,
14. No duplicate homes are to be constructed within 120 feet of each other,
15. Receive approval of the electrical design for the development from Jeff Foster of the Electrical Department,
16. Construct 50% of the homes with some stone, brick or masonry surface,
17. Side entry garages are strongly recommended on homes located on corner lots, especially on 66-foot right-of-ways,
18. The project contain a total of 411 units as contained in the development packet,
19. Irrigation ditches in the development be piped or eliminated and provide a letter of approval from the Irrigation Company,
20. Electric service from the Strawberry Service District Line be brought in as directed by Jeff Foster of the Electrical Department,
21. Cost of the sidewalk from Volunteer Drive to the east end of the development be paid directly to the city in compliance with the trail grant or credit of the cost to drainage ditch improvements.
22. The property owners sign a disclosure acknowledging that the area has flooded in the past and holding the city harmless of any flood damage and that the wording be worked out between the developer and the City Attorney.

Deny
Make a motion to Deny the Spanish Fields Preliminary Plat located at 650 West 100 South for the follow reason(s):

Table
Make a motion to Table the Spanish Fields Preliminary Plat located at 650 West 100 South for the following reason(s):

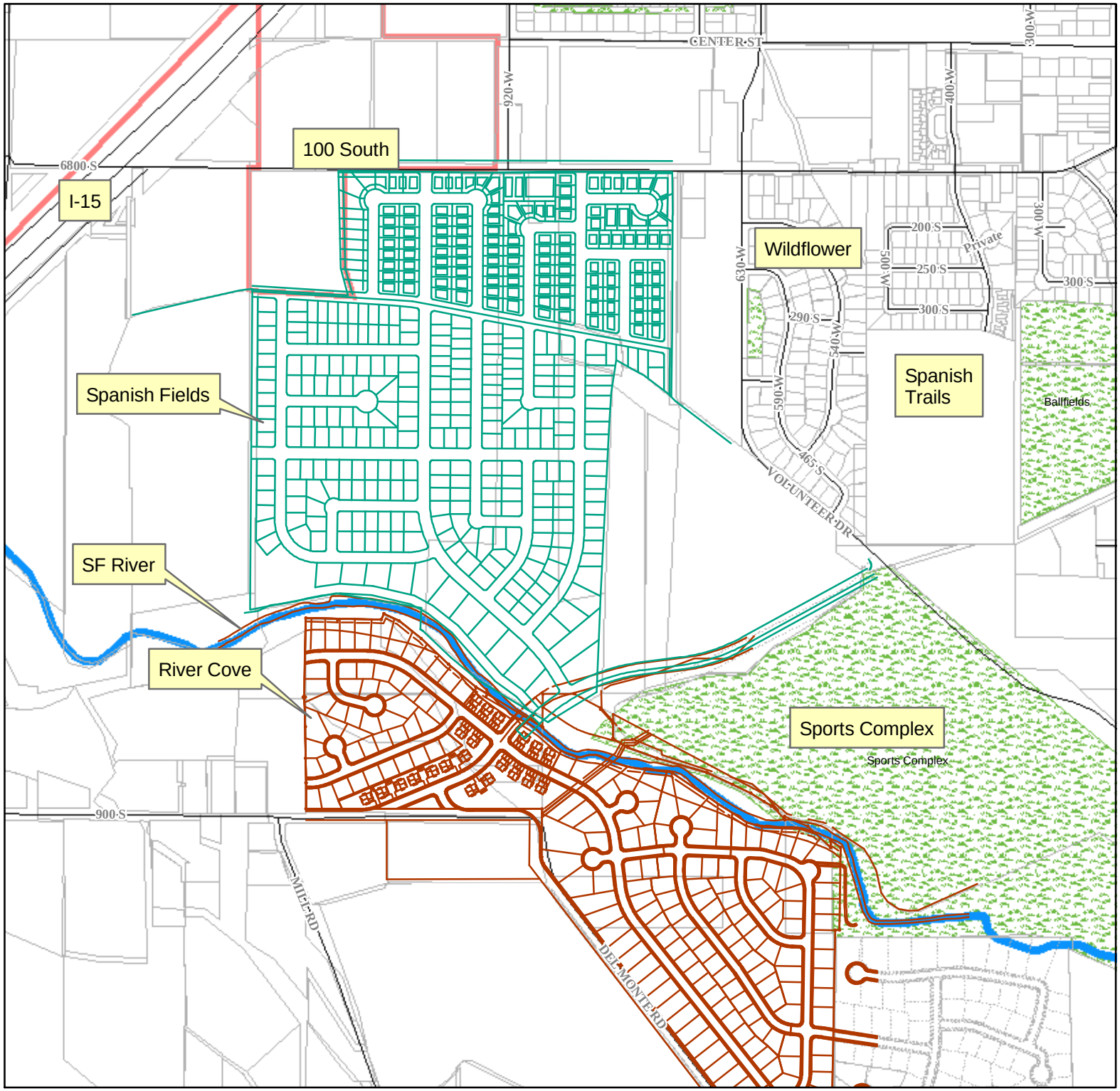
Spanish Fields Map

1 inch equals 741.9 feet

Legend

Roads

- Other Roads
- Not Paved
- Paved
- Rivers
- Parks
- Spanish Fork Boundary
- LineMeasurements
- RiverCove_2ndVersion
- SpanishFields



Spanish Fork Geographic Information Systems

Spanish Fork City GIS
40 South Main Street
Spanish Fork, UT 84660
(801) 798-5000

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.

PROVO CITY AND SPANISH FORK CITY TELECOMMUNICATIONS INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter "Agreement') is entered into as of the day of February, 2004, by and between the CITY of PROVO, Utah (hereinafter "Provo"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 351 West Center Street, Provo, Utah, and SPANISH FORK CITY (hereinafter "Spanish Fork"), a municipal corporation and political subdivision of the State of Utah, with its principal offices at: 40 South Main Street, Spanish Fork, Utah.

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 defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action; and

WHEREAS, the governing bodies of Spanish Fork City and Provo City have by resolution agreed to adopt this Interlocal Cooperation Agreement to provide for the joint and cooperative action in the use and maintenance of portions of their respective fiber optic communication systems and the cooperative action contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, Provo City and Spanish Fork City agree as follows:

SECTION ONE
EFFECTIVE DATE, DURATION

This Interlocal Cooperation Agreement shall be effective on the date it is signed by the parties and shall continue for a period of three (3) years, unless extended or sooner terminated as provided for herein.

SECTION TWO
ADMINISTRATIVE ENTITY

Provo City and Spanish Fork City do not contemplate nor intend to establish a separate legal entity under the terms of the Interlocal Cooperation Act, nor under this agreement.

SECTION THREE
PURPOSE; SCOPE

Spanish Fork City has an established fiber optic communications system to provide data, voice and video networking to Spanish Fork City residents (hereinafter referred to as the "

System"). Provo City also has an established fiber optic system. This Agreement is established for the purposes of allowing each city access to that portion of the other's System described in Section 7 and allowing Spanish Fork City and Provo City joint use of the equipment in order to better their respective residents and effectuate a cost savings.

SECTION FOUR
MANNER OF FINANCING

This Interlocal Cooperation Agreement and the action contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement.

SECTION FIVE
ADMINISTRATOR

Pursuant to Utah Code Ann. §11-13-7, the parties agree that Spanish Fork City shall act as administrator responsible for this Agreement. This Agreement does not anticipate nor provide for any organizational changes in Provo City or Spanish Fork City governments.

SECTION SIX
FILING OF INTERLOCAL COOPERATION AGREEMENT

A copy of this Interlocal Cooperation Agreement shall be placed on file in the Office of the Recorder of Provo City and of Spanish Fork City, and shall remain on file for public inspection during the term of this Agreement.

SECTION SEVEN
FACILITIES AND SERVICES PROVIDED

Spanish Fork City shall provide to Provo City the following joint use of its facilities and services:

(A) Spanish Fork owns an analog and digital headend for the receipt and transmission of television signals. It will provide access to Provo to any channels received by the Spanish Fork headend, as long as Provo complies with the terms of this Agreement. Spanish Fork shall receive, descramble, modulate, insert, combine, transmit, or any agreed upon combination thereof, analog and digital television channels, for use by Provo during the term of this Agreement. Provo shall maintain a valid contract with each of the cable affiliates whose signal is received by Spanish Fork and re-transmitted by Provo. In the event Spanish Fork receives notice that a contract is no longer valid, it may discontinue providing that signal to Provo and/or Provo's designee(s). Provo or Provo's designee(s) shall pay Spanish Fork for the receipt and transmission of these signals pursuant to the terms and schedule set forth on "Exhibit 1." Signals received by Provo from the Spanish Fork headend shall be used for retransmission to the Provo City System.

(B) Spanish Fork will provide space in its headend building, as it is available and not

necessary to Spanish Fork's operation, to Provo for housing and use of equipment necessary to use Provo's system.

Spanish Fork City and Provo City agree to provide to each other reciprocal headend back-up services as follows:

(A) The parties contemplate that soon after approval and execution of this Agreement, Provo will construct its own "headend" telecommunications facility within the city limits of Provo, Utah. Upon completion of Provo's headend facility, Provo contemplates removing certain Provo-owned telecommunications equipment it has installed with the permission of Spanish Fork at the Spanish Fork "head-end" facility and moving that equipment to the Provo "headend" facility. Upon activation of the Provo "headend" facility the parties contemplate that each party's "head-end" facility will operate as an emergency "back-up" "headend" facility for the other party's telecommunication system such that if a party's "headend" facility fails or is for any reason damaged or disrupted, the other party's "head-end" facility will provide "headend" services until the damaged head end can be repaired. The parties agree that (1) each will use its best efforts to provide back-up headend services, however, such back-up "headend" services will be provided only on a temporary, emergency basis; (2) while each party shall use its best efforts to provide back-up "headend" services to the other party, neither party shall be liable for any damages, claims and/or lawsuit if it is for any reason unable to provide such service; (3) as this agreement is being provided only in the event of an emergency and on a reciprocal basis, except as may otherwise be required by law or contract, the parties shall not charge each other for providing back-up "headend" services; and (4) the party receiving backup "head-end" service shall make all necessary authorizations for use of this back-up "headend" services and shall defend, indemnify, and hold the party providing back-up "headend" services harmless for any claim or damage arising for providing those services. The parties will cooperate with each other in accommodating the necessary switches to allow the other's system to function properly, should the implementation of this paragraph becomes necessary.

SECTION EIGHT
NO SEPARATE POLE ATTACHMENT REQUIRED

This agreement provides each city with interconnection between each city's fiber system, through rights over the Utah County fiber system, to allow the transfer of data and information necessary for each to more capably perform its governmental functions and other services provided by each city. Provo will not be attaching to Spanish Fork poles, nor will Spanish Fork be attaching to Provo poles.

SECTION NINE
SAFE HARBOR PROVISIONS

The parties acknowledge that Spanish Fork has obtained a tax exempt bond to help pay for its facilities, and that Provo has obtained, or is obtaining, a taxable bond to help pay for its facilities and that Provo expects to enter into agreements with private parties to manage its system. Federal law, therefore, limits the amount of its plant capacity that Spanish Fork can

allocate for Provo's use and benefit. Since the telecommunications plant at issue here has no name plate capacity with which to calculate the limits, the parties agree to calculate capacity on a conservative basis, based upon gross revenues to Spanish Fork. The parties agree that the value of Provo's use of Spanish Fork's system will not result in overall revenues from private business use (as defined in §141 of the Internal Revenue Code) which exceed ten percent (10%) of its total revenues generated by the system, over the life of the bond (the limit set by the Internal Revenue Code). The parties acknowledge and agree that Provo may not be the only entity whose use of the Spanish Fork system may constitute private business use. Spanish Fork shall create a committee consisting of its information technology director, city manager, and city finance director to chart such revenues. At the point in time that Spanish Fork's private business use revenues begin to reach nine percent (9%) of its overall revenues, Spanish Fork will notify Provo, in order to stay well below the limit set by federal law. Spanish Fork will give as much notice as possible, not less than sixty (60) days, to Provo. Upon receipt of such notice, Provo agrees not to increase the number of its customers who are served with capacity purchased from Spanish Fork until there is no longer a risk of violating the tax exempt bond covenants. In the event Provo's continuing sales threaten the safe harbor provisions, Provo may be required to reduce the number of its customers who are served with capacity purchased from Spanish Fork. Spanish Fork will use its best efforts to increase its tax exempt revenues so as to avoid ceasing sales to Provo. Upon receipt of the notice set forth in this paragraph, the parties agree to meet and cooperate in finding another solution which does not threaten the tax exempt bond covenants. Ultimately, the parties agree that the tax exempt bond covenants cannot be broken and Spanish Fork may take any action, including termination of service to Provo, to prevent that event from occurring.

SECTION TEN
PUBLIC USE INSURANCE

The parties shall procure and maintain in force, at their own expense, during the term of this Agreement such public liability insurance or self-insurance as shall be adequate to protect both parties against liability for damage claims through public use of or arising out of accidents occurring in or around the System. Each city is a government entity and is entitled to rely on the protections of the Utah Governmental Immunity Act. The minimum insurance amount shall be in the amount of the liability caps set forth in said Act, as they may be amended from time to time. The parties shall comply with the requirements of insurers applicable to implementation of this Agreement so as to keep the parties' facilities and System insured.

SECTION ELEVEN
NOTICE OF DEFAULT - CORRECTIVE ACTION

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach 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 days after receipt of the notice.

SECTION TWELVE
RIGHTS AND REMEDIES

In addition to its other rights and remedies in the event either party breaches this Agreement and fails to make corrections as set forth in Section Ten, above, the non-breaching party may terminate this Agreement and remove the other party's property from its facilities or System.

SECTION THIRTEEN
RIGHT OF FIRST REFUSAL

If, at any time during the course of this agreement, Spanish Fork City receives any bona fide offer (an "Offer") from any third party to purchase any part of the joint facilities described in Section 7 owned by Spanish Fork City, and Spanish Fork City desires to accept the Offer, Spanish Fork City shall notify Provo City in writing of the Offer ("Spanish Fork City's Notice"). Spanish Fork City's Notice shall contain a copy of the Offer and all other applicable terms and conditions. Provo City shall then have the right to purchase the part of the System which is the subject to the Offer (the whole or that part of the Property being referred to as the "Offer Property"), at the price and on the other terms and conditions set forth in Spanish Fork City's Notice. Provo City's right under this Agreement is referred to as the "Right of First Refusal." Provo City shall exercise the Right of First Refusal, if at all, by providing Spanish Fork City written notice ("Notice of Exercise") within sixty days after receipt by Provo City of Spanish Fork City's Notice. If Provo City does not timely provide Spanish Fork City with the Notice of Exercise, Spanish Fork City may sell the System to a third party on the terms set forth in Spanish Fork City's Notice, and the Right of First Refusal shall not apply to any subsequent owner of the System, provided that:

(A) the Right of First Refusal shall remain in effect with respect to the balance of the System described in Section 7, if any, that is not conveyed pursuant to the Offer;

(B) once an Offer is accepted by Spanish Fork City, Spanish Fork City shall not agree to any change in the consideration or terms to be given in exchange for the Offer Property, without first giving Provo City a new Notice with the changed terms, and upon receipt of the new Notice, the Right of First Refusal in favor of Provo City shall apply to the Offer Property at the new price, or on the new or changed terms set forth in the new Notice; and

(C) if any Offer is not accepted or if the Offer Property is not conveyed in accordance with the Offer within 180 days after the date of Spanish Fork City's Notice with respect to that Offer, then the Right of First Refusal shall again be applicable prior to any sale of that Offer Property.

(D) if the Right of First Refusal is not exercised and the System is sold, any such purchaser shall be obligated to honor the terms of this Agreement.

Spanish Fork City shall have reciprocal rights of first refusal to purchase any joint facilities owned by Provo City identified in Section 7 upon the same terms and conditions as set forth in this section 12.

SECTION FOURTEEN

WASTE

The parties shall not allow any waste or nuisance on the facilities or System, or use or allow the facilities or System to be used for any unlawful purpose.

SECTION FIFTEEN
MAINTENANCE

(A) Each party shall be responsible for the costs of maintenance of its own connections and system, including the optical fiber strands dedicated to the other for its use.

(B) Both Provo City and Spanish Fork City agree to not perform any construction, reconstruction, splicing, or other work on the other party's system, including the optical fiber strands dedicated by the other party for its use, without the prior approval of the other party, except in an emergency when life is threatened or serious damage to the System is threatened.

(C) Both Provo City and Spanish Fork City acknowledge that signals being transported by the parties through the optical fiber strands dedicated to each party hereunder are of a critical, time-sensitive, and possibly public safety-sensitive nature. Each party therefore agrees that, in the event of a disruption of service in any of its optical fiber cables containing optical fiber strands dedicated to and in use by the other party, it will make expeditious efforts to restore service to the other party.

(D) The optical fiber strands, facilities, services and access provided to the Parties herein shall be for the exclusive use of the grantee and the grantor shall not interfere or cause any interference with grantee's use of said optical fiber strands, facilities, services and access.

SECTION SIXTEEN
REASONABLE WEAR AND USE

This Agreement is for use and does not represent a sale of either party's fiber system. The parties shall surrender any possession of the other's fiber system or facilities it may have upon termination of the Agreement in the same or better condition as when the party took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms.

SECTION SEVENTEEN
PARTIAL DESTRUCTION

Partial destruction of either party's system shall not render this Agreement void or voidable, nor terminate it except as herein provided. If either party's system is partially destroyed during the term of the Agreement, the parties will make repairs within sixty (60) days of the partial destruction as can be made in conformity with government laws and regulations. If the repairs cannot be made within sixty (60) days, and if a party does not elect to make them within a reasonable time, that party shall notify the other party that it will not make the repairs and that party shall have the option to terminate this Agreement upon written notice to the other party.

SECTION EIGHTEEN
RIGHT TO ENTER

Provo City reserves the right to enter Spanish Fork's headend facilities that are interconnected to its fiber system at reasonable times, after giving Spanish Fork City reasonable notice, to inspect them and Spanish Fork City shall permit Provo City to conduct a reasonable inspection. Except in an emergency, reasonable times shall be deemed to be during business hours. Spanish Fork retains the right to have its personnel present during such inspection(s).

SECTION NINETEEN
GOVERNING LAW

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

SECTION TWENTY
COSTS OF ENFORCEMENT

If either party files legal action to enforce any Agreement contained herein or for breach of any covenant or condition, the party in default shall pay the other reasonable attorney's fees, and all costs associated with the proper enforcement of the Agreement, including those associated with an appeal to a higher court.

SECTION TWENTY-ONE
NOTICE

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, registered or certified mail, in the United States mail addressed to a party at the address as follows:

If to: Spanish Fork City
Attn: City Manager
40 S. Main St.
Spanish Fork, Utah 84660

If to: Provo City
Attn: Mayor
351 W. Center
Provo, Utah 84603

SECTION TWENTY-TWO
RENEWAL

The initial term of this Agreement shall be three (3) years. Thereafter, this agreement shall renew automatically on its anniversary date for successive one (1) year periods, unless terminated in writing by either party not less than ninety (90) days prior to such anniversary date. If either party to this Agreement violates any covenant herein, then the non-offending party may elect to terminate this Agreement for cause by informing the other party in writing of its decision

to terminate the Agreement.

SECTION TWENTY-THREE
INDEMNIFICATION

Each of the parties agrees to indemnify and save harmless the other for damages, claims suits and actions arising out of its own actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Utah Code Ann. §63-30-34.

SECTION TWENTY-FOUR
GENERAL PROVISIONS

(A) SEVERABILITY. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(B) ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties to it.

(C) AMENDMENTS. This Agreement may be modified only by a writing signed by the parties in interest at the time of the modification.

(D) COVENANTS AND CONDITIONS. Each provision of this Agreement shall be both a covenant and a condition.

(E) BINDING EFFECT. This Agreement shall bind the parties, their successors and assigns.

(F) 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.

(G) TIME. Time is of the essence of each term, provision, and covenant of this Agreement.

(H) EXHIBITS. The Exhibits attached hereto, and those subsequently attached hereto from time to time, shall be considered to be a part of this Agreement and binding upon all parties. The parties signatures on Exhibits shall be evidence that the same are accepted.

(I) COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(J) NUMBER AND GENDER. The singular number shall include the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, partnership, or other legal entity when the context so requires. The word "person" means person or person or other entity or entities or any combination of persons and

entities.

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

SIGNED this day of February, 2004.

PROVO CITY by:

_____
LEWIS K. BILLINGS, Mayor

Attest:

_____
Marilyn Perry, City Recorder

Approved as to form and compatibility
with the laws of the State of Utah:

_____
Robert West, Assistant City Attorney

SPANISH FORK CITY by:

_____
DALE R. BARNEY, Mayor

Attest:

_____
Kent R. Clark, City Recorder

Approved as to form and compatibility
with the laws of the State of Utah:

_____
S. Junior Baker, City Attorney

SPANISH FORK HIGH SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT

THIS SPANISH FORK HIGH SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT (the "Agreement"), is made and entered into by and between the BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT ("School District"), a political subdivision of the State of Utah, 350 South Main, Spanish Fork, Utah, 84660, and SPANISH FORK CITY ("City"), a political subdivision of the State of Utah, 40 South Main, Spanish Fork, Utah, 84660.

WITNESSETH

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-1, et seq., as amended, public agencies, including political subdivisions of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action; and

WHEREAS, the School District and City, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action in regards to having a School Resource Officer serve at Spanish Fork High School in Spanish Fork, Utah; and

WHEREAS, the governing bodies of the School District and the City have by resolution agreed to adopt this Agreement to provide for the joint and cooperative action contained herein.

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

SECTION ONE
EFFECTIVE DATE AND DURATION

This Interlocal Cooperation Agreement shall be effective on the date it is signed by the parties, and shall continue for a period of up to fifty (50) years, unless sooner terminated as provided herein.

SECTION TWO
ADMINISTRATIVE ENTITY

The City and School District do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement.

SECTION THREE
PURPOSE

This Agreement is established for the purpose of jointly providing for a School Resource Officer to serve at Spanish Fork High School in Spanish Fork, Utah.

SECTION FOUR
MANNER OF FINANCING

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement. City shall budget and be responsible for all payments related to the employment of the School Resource Officer. City shall send a statement to the School District on an annual basis following the completion of the school year for payment of one-half (½) of the said Officer's salary and benefits. The statement shall be paid within thirty (30) days of receipt by School District.

SECTION FIVE
ADMINISTRATOR

Pursuant to Utah Code Annotated, Section 11-13-7, as amended, the parties agree that Spanish Fork City shall act as administrator responsible for this Agreement. This Agreement does not anticipate nor provide for any organizational changes in the City or the School District.

SECTION SIX
FILING OF AGREEMENT

A copy of this Agreement shall be placed on file in the Office of the City Recorder of the City and with the Business Administrator of the School District and shall remain on file for public inspection during the term of this Agreement.

SECTION SEVEN
DESCRIPTION OF ARRANGEMENT

City agrees to employ and provide a full-time police officer at Spanish Fork High School ("School Resource Officer"). The School Resource Officer shall be expected to attend and participate in applicable school meetings, and to communicate and coordinate with the school principal and other appropriate school officials concerning the needs of the school and its students. City and the School District agree to equally divided the costs associated with the payment of the School Resource Officer for salary and benefits. City shall be responsible for all other costs and matters associated with employing and maintaining the School Resource Officer (i.e., accounting, automobile, uniforms, etc.). If this Agreement is terminated in the middle of the budget year, the

City and the School District agree to divide the costs associated with the payment of the School Resource Officer for salary and benefits as of the time of termination.

SECTION EIGHT
NOTICE OF DEFAULT; CORRECTIVE ACTION

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach 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.

SECTION NINE
RIGHTS AND REMEDIES

In the event of any breach hereunder and after the lapse of the cure period as per Section Eight above, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah in effect. The rights and remedies of the parties hereto shall not be mutually exclusive, but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise. In addition, in the event the School District breaches this Agreement and fails to make corrections as set forth in Section Eight above, the City may terminate this Agreement and cease providing a School Resource Officer to Spanish Fork High School.

SECTION TEN
GOVERNING LAW, JURISDICTION, AND VENUE

All question with respect to the construction of this Agreement and all right and liability of the parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Utah County, State of Utah.

SECTION ELEVEN
COSTS OF ENFORCEMENT

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party's costs (including, but not limited to, courts fees and expert witness costs) and attorneys' fees associated with the enforcement of this Agreement.

SECTION TWELVE
NOTICE

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, certified mail, in the United States mail addressed to a party at the address given above. In the case of the School District, notice shall be mailed to the attention of the Superintendent at the above address. In the case of the City, notice shall be mailed to the attention of the City Manager at the above address. Either party may notify the other to designate a different address for mailing.

SECTION THIRTEEN
TERMINATION

Either party may terminate this Agreement at any time by giving the other party at least ninety (90) days prior written notice of the same.

SECTION FOURTEEN
GENERAL PROVISIONS

A. **Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

B. **Entire Agreement.** This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superceded hereby.

C. **Amendments.** This Agreement may be modified only by a writing signed by each of the parties hereto.

D. **Covenants and Conditions.** Each provision of this Agreement performable by the City and the School District shall be deemed to be both a covenant and a condition.

E. **Not Assignable.** This Agreement is specific to the parties hereto and is therefore not assignable.

F. **Binding Effect.** This Agreement shall bind the parties and their respective successors and assigns.

G. **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.

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

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

J. **Gender and Number.** The singular number includes the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires. The word "person" means person or persons or other entity or entities or any combination of persons and entities.

K. **Waiver or Forbearance.** No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

L. **No Partnership, Joint Venture, or Third Party Rights.** Except as specifically set forth herein, nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor confer any rights or benefits to third parties.

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties have signed and executed this SPANISH FORK HIGH SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____ day of _____, 2004.

SPANISH FORK CITY

By:_____
DALE R. BARNEY, Mayor

ATTEST:

By:_____
KENT R. CLARK, City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

_____
S. JUNIOR BAKER,
Spanish Fork City Attorney

DATED this _____ day of _____, 2004.

BOARD OF EDUCATION OF
NEBO SCHOOL DISTRICT

By:_____
BRENT H. GORDON, Board President

ATTEST:

By:_____
TRACY D OLSEN, Business Administrator

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

_____
REED B. PARK,

Utah County Sheriff

James O. Tracy

ENFORCEMENT BUREAU
Capt. Doug Witney
Lt. Snyder, Lt. Pickup, Lt. Bennett, Lt. Monson, Lt. Horn, Lt. Ferre

CORRECTIONS BUREAU
Capt. John Carlson
Lt. Carter, Lt. Morgan, Lt. Wall, Lt. Beals

February 9, 2004

Spanish Fork City,

Beginning last July, the State of Utah changed the way 911 fees were collected and disbursed. Since that time there has been some confusion surrounding this issue. In an effort to simplify the collection of those fees the attached Interlocal Agreement was drafted by the office of the Utah County Attorney. Would you please have this Interlocal Agreement added to the agenda for your next City Council meeting. Either I, or another representative of the Sheriff's Office, are available to answer any questions regarding how these fees are expended and will be glad to meet with you or attend any meetings to make this process as smooth as possible. After being signed, please return both copies to me and I will get them signed by the County Commission, the Clerk/Auditor, and the County Attorney. I will then return your copy to you. The signed agreements can be mailed to the address below, or call me and I will be glad to pick them up.

Please feel free to contact me if you have any questions. Thank you for your assistance.

Sincerely,

Sergeant Spencer Cannon
Dispatch Supervisor
3075 North Main
Spanish Fork, UT 84660
Work (801)851-4131
Cell (801)404-1912
Pager (801)851-3062

Agreement No. 2004-

AN INTERLOCAL AGREEMENT FOR THE OPERATION AND MAINTENANCE OF A 911 EMERGENCY TELEPHONE SYSTEM BETWEEN UTAH COUNTY AND SPANISH FORK.

THIS AGREEMENT made and entered into this _____ day of _____, 2004, by and between UTAH COUNTY, as a body politic of the State of Utah, hereinafter referred to as "County", and SPANISH FORK, a municipality of the State of Utah, hereinafter referred to as "City".

WHEREAS, title 11 chapter 13 of the Utah Code provides for interlocal cooperation between such interlocal governmental units and also provides for sharing of revenues between local political subdivisions; and

WHEREAS, the parties hereto believe it is in the best interest of the public and for the general health, safety, and welfare of its citizens to maintain and operate an emergency telephone system within the jurisdictional boundaries of the parties hereto in order to reduce the response time to situations requiring law enforcement, fire, medical, rescue, and other emergency services;

NOW THEREFORE, the parties hereto covenant and agree as follows, to wit:

1 City hereby agrees County may continue to provide 911 emergency telephone system services within City's jurisdiction pursuant to this Agreement.

2. City and County hereby agree that the duration of the Agreement shall be for a period of ten (10) years, but may be terminated at any earlier time upon mutual written agreement of all parties.

3 The parties hereto agree that County shall be responsible to continue to maintain and operate a 911 emergency telephone service as provided in the Emergency Telephone Service

Law contained in Title 69, Chapter 2, et seq., of the Utah Code, and the County may levy monthly an emergency telephone charge in an amount not to exceed $.53 per month on each basic local exchange access line within City. The funding for the establishment of the 911 emergency telephone service shall come solely from the monthly telephone charge and not from any other funds of the County or City.

4. There is no new entity being created by this Agreement, and County shall administer the same.

5 All money received by County for the providing of a 911 emergency telephone service shall be paid over to the Utah County treasurer and deposited in a special emergency telephone fund. All monies in the emergency telephone service fund shall be expended by the County only to pay the costs and charges for the 911 system together with any cost of establishing, installing, maintaining, and operating a 911 emergency telephone system or integrating a 911 system into an established public safety dispatch center, including contracting with the provider of local exchange service, radio communications service, and vendors or appropriate terminal equipment as necessary to implement the 911 emergency telephone service. Revenues derived for the funding of the 911 emergency telephone service may only be used for that portion of the costs related to the operation of the 911 emergency telephone system when such a system is integrated with any public safety dispatch system.

6. In implementing the 911 emergency telephone service Utah County and the public safety agencies of the City and their employees shall cooperate in establishing the service and its day-to-day operation.

7. County shall be the administrator of the 911 emergency telephone service and the City hereby agrees that the County may provide 911 emergency telephone service within the

public safety agency jurisdiction of the City.

8. The parties hereto agree to be contractually bound by the terms and conditions of this Agreement and in the event of any controversy, or the determination that any word, sentence, or paragraph is unlawful, unenforceable, or unconstitutional, the balance of this Agreement shall be valid and construed in a manner which will make it lawful and in compliance with the spirit and intent set forth in this Agreement. All such constructions shall also be designed to promote the establishment and operation of a 911 emergency telephone system by County within the City.

9. Each party hereto agrees that it shall adopt this Agreement and cause the Agreement to be filed with it's keeper of its records and shall further cause an authorized attorney to approve the Agreement and determine the Agreement is in proper form and in compliance with applicable law.

WHEREFORE, the parties hereto have signed this Agreement the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

_____
STEVE WHITE, Chairman

ATTEST:
KIM T. JACKSON
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM:
CARLYLE K. BRYSON
Utah County Attorney

By: _____
Deputy Utah County Attorney

L:\CORT\SHERIFF\911 Agreements\SpanishFork911.agr.wpd

CITY OF SPANISH FORK

_____
Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO FORM:

_____
ATTORNEY FOR CITY

REAL ESTATE PURCHASE CONTRACT
INVESTMENT-INDUSTRIAL-COMMERCIAL

This is a legally binding **Contract**. The Buyer and Seller may legally agree in writing to alter or delete provisions of this form. If you desire legal or tax advice, consult your attorney or tax lawyer.

EARNEST MONEY RECEIPT

The Buyer, SPANISH FORK CITY, a municipal corporation of the State of Utah, offers to purchase the **Property** described below and delivers as **Earnest Money Deposit** One Thousand and 00/100 Dollars ($1,000.00) in the form of a check to:

[ ] the Brokerage, to be deposited within three business days after **Acceptance** of this Offer to Purchase by all parties.

[X] the Title/Escrow Company identified below.

Brokerage or Title/Escrow Company, _____

Received by _____ on _____ (date) Phone Number (801) _____ (If Title/Escrow Company) for deposit not later than (date) See Addendum No. 1.

[ ] _____

OFFER TO PURCHASE

1. PROPERTY. Approximately two (2) to three (3) acres of property, as per survey, located at approximately 600 West Volunteer Drive, Spanish Fork, County of Utah, State of Utah, which is a portion of Property Tax Serial Number 25:017:0014 (the "Property").

For legal description, see [X] attached **Addendum No. 1** [ ] preliminary title report when available as provided below.

1.1 INCLUDED ITEMS: Unless excluded herein, this sale shall include all fixtures presently attached to **Property**. The following personal property shall also be included in this sale and conveyed under a separate Bill of Sale with warranties as to title: NONE.

1.2 EXCLUDED ITEMS: These items are excluded from this sale: NONE.

2. PURCHASE PRICE AND FINANCING. Buyer agrees to pay for **Property** as follows:

$ 1,000.00 **Earnest Money Deposit**

$ N/A **Loan Proceeds:**

[ ] Representing the liability to be assumed by Buyer under an existing assumed loan ([ ]with [ ]without Seller being released of liability) in this approximate amount with [ ] Buyer [ ] Seller agreeing to pay any loan transfer and assumption fees. Any net differences

between the approximate balance of the loan shown above and the actual balance at **Closing** shall then be adjusted in [ ] cash [ ] other_____.

[ ] From new institutional financing on terms no less favorable to Buyer than the following:_____ (interest rate for first period prior to adjustment, if any);_____ (amortization period); _____ (term). Other than these, the loan terms shall be the best obtainable under the loan for which the Buyer applies below.

[ ] From Seller-held financing, as described in the attached **Seller Financing Addendum.**

$ N/A **Other:**_____

$ See Add. #1 **Balance of Purchase Price in Cash at Closing**

$ See Add. #1 **TOTAL PURCHASE PRICE**

3. CLOSING. This transaction shall be closed on or before October 31, 2003. **Closing** shall occur when: (a) Buyer and Seller have signed and delivered to each other (or to the escrow/title company), all documents required by this **Contract**, by the Lender, by written escrow instructions signed by the Buyer and the Seller, and by applicable law; (b) the monies required to be paid under these documents have been delivered to the escrow/title company in the form of collected or cleared funds; and (c) the deed which the Seller has agreed to deliver under *Section 6* has been recorded. Seller and Buyer shall each pay one-half (½) of the escrow **Closing** fee, unless otherwise agreed by the parties in writing. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated as set forth in this *Section.* All deposits on tenancies shall be transferred to Buyer at **Closing**. Prorations set forth in this *Section* shall be made as of [X] date of **Closing;** [ ] date of possession; [ ] other_____.

4. POSSESSION. Seller shall deliver possession to Buyer within twenty-four (24) hours after **Closing**.

5. CONFIRMATION OF AGENCY DISCLOSURE. At the signing of this **Contract** the Listing Agent N/A represents [ ] Seller [ ] Buyer, and the Selling Agent N/A represents [ ] Seller [ ] Buyer. Buyer and Seller confirm that prior to signing this Contract written disclosure of the agency relationship was provided to him/her.

( ) Buyer's initials ( ) Seller's initials.

6. TITLE TO PROPERTY AND TITLE INSURANCE. (a) Seller has, or shall have at **Closing**, free title to **Property** and agrees to convey such title to Buyer by [X] general [ ] special warranty deed, free of financial encumbrances as warranted under Section 10.6; (b) Seller agrees to pay for, and furnish Buyer at **Closing** with, a current standard form Owner's policy of title insurance in the amount of the **Total Purchase Price**; (c) the title policy shall conform with Seller's obligations under *subsections (a)* and *(b)*. Unless otherwise agreed under *Section 8.4*, the commitment shall conform with the title insurance commitment provided under *Section 7.1*.

[ ] Buyer elects to obtain a full-coverage extended ALTA policy of title insurance under *6(b)*. The cost of this coverage, above that of a standard Owner's policy shall be paid for by [ ] Buyer [ ] Seller. Also, the cost of a full-coverage ALTA survey, shall be paid for by [ ] Buyer [ ] Seller.

7. SPECIFIC UNDERTAKINGS OF SELLER AND BUYER.

7.1 SELLER DISCLOSURES. Seller will deliver to Buyer the following **Seller Disclosures** no later than the number of calendar days indicated below which shall be after **Acceptance**:

[X] (a) a *Seller Property Condition Disclosure* for the **Property**, signed and dated by Seller. __20__ days

[X] (b) a commitment for the policy of title insurance required under *Section 6*, to be issued by the title insurance company chosen by Seller including copies of all documents listed as Exceptions on the Commitment. __20__ days

[ ] (c) a copy of all loan documents relating to any loan now existing which will encumber the **Property** after **Closing**. _____ days

[X] (d) a copy of all leases and rental agreements now in effect with regard to the **Property** together with a current rent roll. __20__ days

[ ] (e) operating statements of **Property** for its last _____ full fiscal years of operation plus the current fiscal year through _____, certified by the Seller or by an independent auditor. days

[ ] (f) tenant Estoppel agreements. days

Seller agrees to pay any charge for cancellation to the title commitment provided under *subsection (b)*.

If Seller does not provide any of the **Seller Disclosures** within the time periods agreed above, Buyer may either waive the particular **Seller Disclosure** requirement by taking no timely action or the Buyer may notify the Seller in writing within ten (10) calendar days after the expiration of the particular disclosure time period that the Seller is in **Default** under this **Contract** and that the remedies under *Section 16* are at the Buyer's disposal. The holder of the **Earnest Money Deposit** shall, upon receipt of a copy of Buyer's written notice, return to Buyer the **Earnest Money Deposit** without the requirement of further written authorization from the Seller.

7.2 BUYER UNDERTAKINGS. Buyer agrees to:

[ ] (a) Apply for approval of the assumption or funding of the loan proceeds described in *Section 2* by completing, signing, and delivering to the Lender the initial loan application and documentation required by the Lender and by paying all fees as required by the Lender (including appraisal fee) no later than _____ calendar days after **Acceptance**; and

[ ] (b) No later than _____ calendar days after **Acceptance**, obtain from the Lender to whom application is made under *subsection (a)* a written commitment to approve the assumption of the existing loan or to fund the new loan subject only to changes of conditions in Buyer's credit worthiness and to

normal loan closing procedures; or, if Buyer elects, providing Seller with absolute assurance, within the same time frame, that the proceeds required for funding the **Total Purchase Price** are available.

These **Buyer Undertakings** are at the sole expense of Buyer and are material elements of this **Contract** for the benefit of both the Buyer and the Seller.

If Buyer does not initiate any **Buyer Undertaking** and provide Seller with written confirmation in the time agreed above, the Seller may either waive the particular **Buyer Undertaking** requirement by taking no timely action or the Seller may notify the Buyer in writing within _____ calendar days of the expiration of the particular undertaking time period that the Buyer is in **Default** under this **Contract** and that the remedies under *Section 16* are at the Seller's disposal. The holder of the **Earnest Money Deposit** shall, upon receipt of a copy of Seller's written notice, deliver to the Seller the **Earnest Money Deposit** without the requirement of further written authorization from the Buyer.

7.3 ADDITIONAL DUE DILIGENCE. Buyer shall undertake the following **Additional Due Diligence** elements at its own expense and for its own benefit for the purpose of complying with the **Contingencies** under *Section 8*:

[X] (a) Ordering and obtaining an appraisal of the **Property** if one is not otherwise required under *Section 7.2*.

[X] (b) Ordering and obtaining a survey of the **Property** if one is not otherwise required under **Section 6**.

[X] (c) Ordering and obtaining an environmentally related study of the **Property**.

[X] (d) Ordering and obtaining a physical inspection report regarding, and completing a personal inspection of, the **Property**.

[X] (e) Requesting and obtaining verification that the **Property** complies with all applicable federal, state, and local laws, ordinances, and regulations with regard to zoning and permissible use of the **Property**.

Seller agrees to cooperate fully with Buyer's completing these **Due Diligence** matters and to make the **Property** available as reasonable and necessary for the same.

8. CONTINGENCIES. This offer is subject to Buyer's approving in its sole discretion the **Seller Disclosures**, the **Buyer Undertakings**, and Additional Due Diligence matters in *Section 7*. However, the Buyer's discretion in approving the terms of the loan under *subsection 7.2 (b)* is subject Buyer's covenant with regard to minimally acceptable financing terms under *Section 2*.

8.1 Buyer shall have (See Addendum No. 1) calendar days after the times specified in *Section 7.1* and *7.2* for receipt of **Seller Disclosures** and for completion of **Buyer Undertakings** to review the content of the disclosures and the outcome of the undertakings. The latest applicable date under *Section 7.1* and *7.2* applies for completing a review of **Additional Due Diligence** matters under *Section 7.3*.

8.2 If Buyer does not deliver a written objection to Seller regarding a **Seller Disclosure**, **Buyer Undertaking**, or **Due Diligence** matter within the time provided in *Section 8.1*, that item will be deemed approved by Buyer.

8.3 If Buyer objects, Buyer and Seller shall have (See Addendum No. 1) calendar days after receipt of the objections to resolve Buyer's objections. Seller may, but shall not be required to, resolve Buyer's objections. Likewise, the Buyer is under no obligation to accept any resolution proposed by the Seller. If Buyer's objections are not resolved within the stated time, Buyer may void this **Contract** by providing written notice to Seller within the same stated time. The holder of the **Earnest Money Deposit** shall, upon receipt of a copy of Buyer's written notice, return to Buyer the **Earnest Money Deposit** without the requirement of any further written authorization from Seller. If this **Contract** is not voided by Buyer. Buyer's objection is deemed to have been waived. However, this waiver does not affect warranties under Section 10.

8.4 Resolution of Buyer's objections under *Section 8.3* shall be in writing and shall become part of this **Contract**.

9. SPECIAL CONTINGENCIES. This offer is made subject to: _____

_____

The terms of attached Addendum No. 1 are incorporated into this **Contract** by this reference.

10. SELLER'S LIMITED WARRANTIES. Seller's warranties to Buyer regarding the **Property** are limited to the following:

10.1 When Seller delivers possession of the **Property** to Buyer, it will be broom-clean and free of debris and personal belongings;

10.2 Seller will deliver possession of the **Property** to Buyer with the plumbing, plumbed fixtures, cooling, heating, ventilating, electrical, and sprinkler; (both indoor and outdoor) systems, appliances, and fireplaces in working order;

10.3 Seller will deliver possession of the **Property** to Buyer with the roof and foundation free of leaks known to Seller;

10.4 Seller will deliver possession of the Property to Buyer with any private well or septic tank serving the **Property** in working order and in compliance with governmental regulations;

10.5 Seller will be responsible for repairing any of Seller's moving-related damage to the **Property**;

10.6 At **Closing**, Seller will bring current all financial obligations encumbering the **Property** which are assumed in writing by Buyer and will discharge all such obligations which Buyer has not so assumed;

10.7 As of **Closing**, Seller has no knowledge of any claim or notice of a building, environmental, or zoning code violation regarding the **Property** which has not been resolved.

11. VERIFICATION OF WARRANTED AND INCLUDED ITEMS. After all contingencies have been removed and before **Closing**, the Buyer may conduct a "walk-through" inspection of the **Property** to determine whether or not items warranted by Seller in *Section 10.1. 10.2. 10.3* and *10.4* are in the warranted condition and to verify that items included in *Section 1.1* are presently on the **Property**. If any item is not in the warranted condition, Seller will correct, repair, or replace it as necessary or, with the consent of Buyer, and (if required) Lender, escrow an amount at **Closing** to provide for such repair or replacement. The Buyer's failure to conduct a "walk-through" inspection, or to claim during the

"walk-through" inspection that the **Property** does not include all items referenced in *Section 1.1* or is not in the condition warranted in *Section 10*, shall constitute a waiver of Buyer's rights under *Section 1.1* and of the warranties contained in *Section 10*.

12. CHANGES DURING TRANSACTION. Seller agrees that no changes in any existing leases shall be made, no new leases entered into, and no substantial alterations or improvements to the **Property** shall he undertaken without the prior written consent of the Buyer.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, or other entity, the person signing this **Contract** on its behalf warrants his or her authority to do so and to bind Buyer or Seller and the heirs or successors in interest to Buyer or Seller. If Seller is not the vested Owner of the **Property** but has control over the vested Owner's disposition of the **Property**, the Seller agrees to exercise this control and deliver title under this **Contract** as if it had been signed by the vested Owner.

14. COMPLETE CONTRACT. This instrument (together with its Addenda, any attached Exhibits, and **Seller Disclosures**) constitutes the entire **Contract** between the parties and supersedes all prior dealings between the parties. This **Contract** cannot be changed except by written agreement of the parties.

15. DISPUTE RESOLUTION. The parties agree that any dispute or claim relating to this **Contract**, including but not limited to the disposition of the **Earnest Money Deposit,** and the breach or termination of this **Contract**, shall first be submitted to mediation in accordance with the Utah Real Estate Buyer/Seller Mediation Rules of the American Arbitration Association. Each party agrees to bear its own costs of mediation. Any Agreement signed by the parties pursuant to the mediation shall be binding. If mediation fails, the procedures applicable and remedies available under this **Contract** shall apply. Nothing in this *Section* shall prohibit the Buyer seeking specific performance by Seller by filing a complaint with the court, serving it on Seller by means of summons or as otherwise permitted by law, and recording a *lis pendens* with regard to the action provided that the Buyer permits the Seller to refrain from answering the complaint pending mediation. Also, the parties may agree in writing to waive mediation.

16. DEFAULT. If Buyer defaults, Seller may elect to either retain the **Earnest Money Deposit** as liquidated damages or to return the **Earnest Money Deposit** and sue Buyer to enforce Seller's rights. If Seller defaults, in addition to return of the **Earnest Money Deposit,** Buyer may elect to either accept from Seller as liquidated damages, a sum equal to the **Earnest Money Deposit** or sue Seller for specific performance and/or damages. If Buyer elects to accept the liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand. Where a *Section* of this **Contract** provides a specific remedy, the parties intend that the remedy shall be exclusive regardless of rights which might otherwise be available under common law.

17. ATTORNEY'S FEES. In any action arising out of this **Contract**, the prevailing party shall be entitled to costs and reasonable attorney's fees.

18. DISPOSITION OF EARNEST MONEY. The **Earnest Money Deposit** shall not be released unless it is authorized by: (a) *Section 7.1, 7.2, and 8.3*; (b) separate written agreement of the parties, including an agreement under *Section 15* if *(a)* does not apply; or *(c)* court order.

19. ABROGATION. Except for express warranties made in this **Contract**, the provisions of this **Contract** shall not apply after **Closing**.

20. RISK OF LOSS. All risk of loss or damage to the **Property** shall be borne by Seller until **Closing**.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this transaction. Extensions must be agreed to in writing by all parties. Performance under each *Section* of this **Contract** which references a date shall be required absolutely by **5:00 P.M. Mountain Time** on the stated date.

22. COUNTERPARTS AND FACSIMILE (FAX) DOCUMENTS. This **Contract** may be signed in counterparts, and each counterpart bearing an original signature shall he considered one document with all others bearing original signature. Also, facsimile transmission of any signed original document and re-transmission of any signed facsimile transmission shall be the same as delivery of an original.

23. ACCEPTANCE. Acceptance occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counter offer where noted to indicate acceptance: and (b) communicates to the other party or the other party's agent that the offer or counteroffer has been signed as required.

24. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the **Property** on the above terms and conditions. If Seller does not accept this offer by 4:00 [ ] A.M. [X] P.M. Mountain Time, Friday, September 5, 2003, this offer shall lapse; and the holder of the **Earnest Money Deposit** shall return it to the Buyer.

SPANISH FORK CITY
A Municipal Corporation of the State of Utah

Dale R. Barney
Buyer's Signature

August , 2003
Offer Reference Date

Dale R. Barney, Mayor
Buyer's Name (please print)

(801) 798-5000
Phone Number

40 South Main, Spanish Fork, Utah 84660
(Notice Address)

ACCEPTANCE/REJECTION/COUNTER OFFER

[ ] **Acceptance of Offer to Purchase**: Seller **Accepts** the foregoing offer on the terms and conditions specified above.

THE LEW CHRISTENSEN FAMILY REVOCABLE TRUST, Dated April 30, 1997
THE EVELYN CHRISTENSEN FAMILY REVOCABLE TRUST, Dated April 30, 1997
CLAIR K. CHRISTENSEN
BRENDA L. CHRISTENSEN

_____	_____	_____
(Seller's Signature)	(Date)	(Time)
_____	_____	_____
(Seller's Signature)	(Date)	(Time)
_____	_____	_____
(Seller's Signature)	(Date)	(Time)
_____	_____	_____
(Seller's Signature)	(Date)	(Time)

Erastus Lew Christensen and Evelyn Faye Davis Christensen, Individually and as Trustees of The Lew Christensen Family Revocable Trust, dated April 30, 1997, and The Evelyn Christensen Family Revocable Trust, dated April 30, 1997; and Clair K. Christensen and Brenda L. Christensen
Seller's Name (please print)

315 West U.S. Highway 6, Salem, Utah 84653 — (801) 423-1020
(Notice Address) — (Phone)

[ ] **Rejection**: Seller **Rejects** the foregoing offer.
_____ (Seller's initials) _____(Date) _____(Time)
[ ] **Counter Offer**: Seller presents for Buyer's **Acceptance** the terms of Buyer's offer subject to the exceptions or modification as specified in the attached **Counter Offer #**_____.

ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN [X] ADDENDUM [ ] COUNTER OFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of August _____, 2003, including all prior addenda and counteroffers, between the SPANISH FORK CITY, a municipal corporation of the State of Utah, as Buyer, and ERASTUS LEW CHRISTENSEN and EVELYN FAYE DAVIS CHRISTENSEN, Individually and as Trustees of THE LEW CHRISTENSEN FAMILY REVOCABLE TRUST, dated April 30, 1997, and THE EVELYN CHRISTENSEN FAMILY REVOCABLE TRUST, dated April 30, 1997; and CLAIR K. CHRISTENSEN and BRENDA L. CHRISTENSEN, as Sellers, regarding the purchase of approximately two (2) to three (3) acres of property, as per survey, located at approximately 600 West Volunteer Drive, Spanish Fork, County of Utah, State of Utah, which is a portion of Property Tax Serial Number 25:017:0014 (the "Property"). The following terms are hereby incorporated as part of the REPC:

PROPERTY TRANSACTION BETWEEN SELLER & NEBO SCHOOL DISTRICT: The parties hereby acknowledge and agree that Seller intends to sell to Nebo School District approximately ten (10) to twelve (12) acres of property, as per survey, located at approximately 600 West Volunteer Drive, Spanish Fork, County of Utah, State of Utah, which is a portion of Property Tax Serial Number 25:017:0014. The parties further acknowledge and agree that the property transaction involving Seller and Nebo School District and this property transaction are contingent upon each other and shall be coordinated and closed together.

SURVEY: Within sixty (60) days from the effective date of this REPC, Buyer and Nebo School District shall procure a comprehensive survey of the Property from a licensed land surveyor. Buyer and Nebo School District shall be responsible to pay for the cost of the survey. The survey shall be made available to Buyer, Seller, and Nebo School District. The survey of the Property shall show: (a) the location and legal description of the entire property identified by Tax Serial No. 25:017:0014; (b) the location and legal description of the Property to be purchased by Buyer from Seller (approximately 2 to 3 acres of Tax Serial No. 25:017:0014); (c) the location and legal description of the Property to be purchased by Nebo School District from Seller (approximately 10 to 12 acres of Tax Serial No. 25:017:0014);(d) the location and legal description of the property to be retained by Seller; (e) the legal description of the Property overlaid with all the adjoining landowners' legal descriptions; (f) the location of any and all applicable boundary line and/or fence line agreements; (g) the location of all perimeter fence lines and/or ditch lines surrounding the Property; (h) the road access and utility services to the Property; and (i) any other information necessary or reasonably related to this transaction. The survey shall also provide the necessary legal descriptions for: (a) the Property to be conveyed by Seller to Buyer; (b) the property to be conveyed by Seller to Nebo School District; and (c) anything else necessary or reasonably related to this transaction. This REPC shall be subject to Buyer's, Seller's, and Nebo School District's mutual approval of the survey.

3 SUBDIVISION OF PROPERTY: In order to complete this property transaction, Nebo School District shall be responsible to file application and pursue approval from Spanish Fork City for a subdivision waiver authorizing the division of Seller's property identified by Tax Serial No. 25:017:0014 into two (2) legal parcels. One parcel shall consist of ten (10) to twelve (12) acres which is to be purchased by Nebo School District under a separate contract, and the other parcel shall consist of the balance of the property to be retained by Seller. The parcel of land consisting of two (2) to three (3) acres, which is to be purchased by Buyer pursuant to this REPC, is to be utilized primarily for a public road and public walking trail. Nebo School District shall be responsible for any and all costs and associated with obtaining the subdivision waiver from Spanish Fork City. This subdivision waiver requirement, as described herein, is an express condition of this REPC.

ADDENDUM NO. 1 - CONTINUED
TO
REAL ESTATE PURCHASE CONTRACT

4 PURCHASE PRICE & DEEDING: Buyer and Seller acknowledge and agree that the total Purchase Price of the Property is based on Forty Thousand and 00/100 Dollars ($40,000.00) per acre, as determined by the survey and Seller's title, and the Purchase Price will be calculated and adjusted accordingly. The total Purchase Price will be based upon the actual acreage that Seller can convey to Buyer free and clear of any and all title and/or boundary line encumbrances by Warranty Deed at Closing. The entire Purchase Price shall be paid by Buyer to Seller at Closing.

5 CHARITABLE GIFT LETTER: At Closing, Buyer shall execute and deliver to Seller a "Charitable Gift Letter" acknowledging as a charitable gift to Buyer the difference between the total Purchase Price paid for the Property and the Fair Market Value of the Property as determined by an independent appraisal.

6. WATER RIGHTS: At Closing, Seller shall transfer to Buyer any and all water and water rights appurtenant to or hereinbefore used upon the Property, including, but not limited to, Strawberry Water. This Section 6 shall survive Closing.

7. GREENBELT TAXES: At closing, Buyer and Seller shall each be responsible to pay one-half (½) of any and all greenbelt roll-back taxes assessed against the Property.

8 ACCESS TO PROPERTY: Prior to Closing, Seller shall permit Buyer and/or its duly authorized representatives, upon reasonable prior notice, to have access to the Property for purposes of inspecting the Property and conducting any surveying, tests, studies, and reports as deemed necessary by Buyer.

9. STUDIES & REPORTS: Within twenty (20) days from the effective date of this REPC, Seller shall provide Buyer any and all engineering, environmental, soil, water, and other studies and reports concerning the Property that are in Seller's possession. This REPC is subject to Buyer's review and approval of all such studies, reports, information, and documentation. In addition, Buyer may conduct any surveying, tests, studies, and reports as deemed necessary by Buyer, and this REPC shall be subject to Buyer's approval of the same.

10 FEASIBILITY STUDY & APPROVALS: This REPC is contingent upon Buyer's acceptance of a feasibility study of the Property for use as a public road and public walking trail (including, but not limited to, location, access to, and cost of connecting to utilities; access to public roads; required structural fill material; etc.), and is contingent upon any and all necessary approvals and authorizations from Spanish Fork City and any other applicable governmental or non-governmental entities or individuals.

11 ENVIRONMENTAL COMPLIANCE: For all hazardous or toxic substances located on the Property, if any, Seller, at its sole expense, shall clean up and remove the same from the Property (and perform any and all necessary reclamation or remedial work) in accordance with applicable environmental laws and regulations. Seller further covenants and agrees to keep and save harmless Buyer and the Property free and clear of any and all liens, claims, debts of labor or materials, etc., including any costs, expenses, and attorney's fees associated with the foregoing environmental matters. Seller shall indemnify, protect, and save and hold harmless Buyer, its employees and agents, from and against all losses, damages, injuries, claims, demands, and expenses, including attorneys' fees and court costs of whatsoever nature, arising out of the foregoing environmental matters. This Section 11 shall survive Closing.

ADDENDUM NO. 1 - CONTINUED
TO
REAL ESTATE PURCHASE CONTRACT

12 **CONTINGENT APPROVALS:** This REPC is contingent upon official approvals from the Spanish Fork City Council at a regularly scheduled public City Council Meeting.

13 **ACCEPTANCE & EARNEST MONEY DEPOSIT:** If Seller does not accept Buyer's offer to purchase the Property as set forth in this REPC on or before 4:00 p.m. on September 5, 2003, the offer set forth in this REPC shall lapse. Buyer shall deliver to the Title Company the Earnest Money Deposit within ten (10) business days after Acceptance by all the parties to this REPC.

14 **SECTION 10:** Sections 10.1, 10.2, 10.3, 10.4, 10.5, and 10.6 of the REPC are hereby deleted.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ Seller ☐ Buyer shall have until 4:00 ☐ A.M. ☐ P.M. Mountain Time, September 5, 2003, to accept the terms of this ADDENDUM in accordance with the provisions of the REPC. Unless so accepted, the offer set forth in this ADDENDUM shall lapse.

SPANISH FORK CITY
By: Dale R. Barney, Mayor

Dale R Barney — 2 Sept 2003 — 8:00 AM

☐ Buyer ☐ Seller Signature — Date — Time

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:
☐ ACCEPTANCE: ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☐ COUNTEROFFER: ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. .

THE LEW CHRISTENSEN FAMILY REVOCABLE TRUST, Dated April 30, 1997
THE EVELYN CHRISTENSEN FAMILY REVOCABLE TRUST, Dated April 30, 1997
CLAIR K. CHRISTENSEN
BRENDA L. CHRISTENSEN

Signature — Date — Time

Signature — Date — Time

Signature — Date — Time

Signature — Date — Time

ADDENDUM NO. 1 - CONTINUED
TO
REAL ESTATE PURCHASE CONTRACT

☐ REJECTION: ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

Signature	Date	Time
Signature	Date	Time
Signature	Date	Time
Signature	Date	Time

G:\Home\Staff\PREED\Real Estate\Christensen.SpFkCity.Add.wpd

Workers Compensation - 2004

	Estimated Payroll	Workers Comp of UTAH Rate	Workers Comp of UTAH Dollars	Utah Local Government Trust Rate	Utah Local Government Trust Dollars
Street/road	$ 396,000	3.14%	$ 12,434.40	2.49%	$ 9,860.40
Firefighters/Drivers	$ 106,344	3.65%	$ 3,881.56	2.90%	$ 3,083.98
Clerical office	$ 1,454,580	0.32%	$ 4,654.66	0.26%	$ 3,781.91
Municipal Emp.	$ 6,053,664	3.14%	$ 190,085.05	2.49%	$ 150,736.23
Sub-total	$ 8,010,588		$ 211,055.66		$ 167,462.52
Experience Modification		1.08	$ 16,884.45	1.08	$ 13,397.00
Schedule Rating		1.10	$ 22,794.01	0.90	$ (18,085.95)
Class Adjustment		-11.62%	$ (29,135.31)	-11.52%	$ (18,751.51)
Terrorism Act of 2002	$ 8,010,588	0.0300%	$ 2,403.18		$ -
Total			$ 224,002.00		$ 144,022.05

Difference $ (79,979.94)

Numbers given to Bidders

	9 months	Expand	12 months
Street/road	$ 297,011	---->	$ 396,014.67
Firefighters/Drivers	$ 79,764	---->	$ 106,352
Clerical office	$ 1,090,938	---->	$ 1,454,584
Municipal Emp.	$ 4,540,249	---->	$ 6,053,665
	$ 6,007,962	---->	$ 8,010,616