



CITY COUNCIL MEETING

ADDENDUM

6:00 pm

Tuesday, August 17, 2004

I. PRELIMINARY ACTIVITIES

- A. Pledge of Allegiance

II. PUBLIC HEARINGS

- 6:30 pm A. [Spanish Fork Association Annexation Petition](#) - 7443 S. 2400 E.

III. STAFF REPORTS

- A. Emil Pierson - Planning
1. [Hawk Landing Preliminary Plat](#) - 2300 E. Canyon Road
 2. [Coyote Cove Preliminary Plat](#) - 1410 S. 1580 E.
 3. [Wapiti Cove Preliminary Plat](#) - 1630 S. 1400 E.
 4. [Harward Preliminary Plat](#) - 1290 E. 1240 S.
 5. [West Gate Manor Preliminary Plat](#) - 400 N. 530 W.
- B. Dale Robinson - Park and Recreation
1. Pool Re-plastering
- C. Richard Heap - Engineering
1. [Bid Tabulation - Sports Park River Trail Project](#) (Bid results will be provided August 12, 2004)
 2. [Bid Tabulation - Asphalt Overlay Project](#) (Bid Results will be provided August 12, 2004)
 3. [Contract with CUWCD for CUP Water](#) (Results will be provided August 12, 2004)
- D. Dave Oyler - Administration
1. Assistant City Manager Contract*
- E. Junior Baker - Legal
1. [Cooperative Agency Agreement Ratification](#) - UDOT, Aeronautical Operations Division

IV. OTHER BUSINESS

V. EXECUTIVE SESSION IF NEEDED - TO BE ANNOUNCED IN MOTION

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

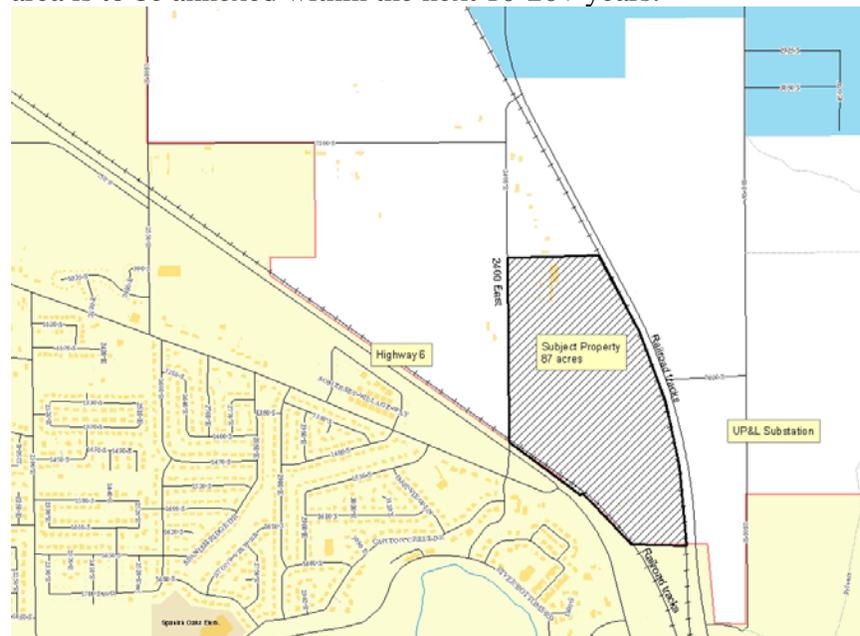
The public is invited to participate in all Spanish Fork City Council Meetings. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at 798-5000.

Spanish Fork City Council Staff Report

To:	City Council	Property Size:	87.72 acres
From:	Emil Pierson, City Planner	General Plan:	BP/Light Ind.
Date:	August 17, 2004	Requested Zoning:	I-1
Subject:	SF Associates Annexation		
Location:	2400 East 7600 South (Utah County)		

Background

The applicant(s), Spanish Fork Associates, LLC (Perry Frandsen), is requesting to annex 87.72 acres on the east side of town into Spanish Fork City from Utah County (see attached map). The area being requested is located outside of the City Growth Boundary but is within our Policy Declaration Boundary. According to the Annexation Plan adopted on December 17, 2002 this area is to be annexed within the next 10-20+ years.



Analysis

The property has been used for gravel extraction in the past and was over excavated. SF Associates would like to put industrial uses on the property utilizing the railroad tracks. Large Electric power lines run through the property and split the property as well as the grade of the property.

As part of this annexation an agreement would be encouraged between the city and the developer pertaining to what can happen on the property in the future. For example, the property owner would not be allowed to extract gravel from the site.

Development Review Committee

The DRC reviewed this annexation request on June 23, 2004 and was tabled until July 7th so the petitioner and the engineering department could discuss utilities capacities and locations.

DRC Minutes

June 23, 2004

Mr. Pierson said the property is located at 2400 East 1000 South and consists of 87.72 acres. Spanish Fork Associates is requesting to annex the property into Spanish Fork City, to be zoned Light Industrial. The property is required to have adequate water, sewer, and storm drain services.

Mr. Baker asked concerning the plans for the property.

Mr. Frandsen said the plans for the property consist of flattening out the bottom of the old gravel pit. At this time there is a heavy demand countywide for light industrial property. Mr. Frandsen said he has contacted Union Pacific Railroad and they are in favor of putting in two rail spurs to the property. With the rail spurs the area could become a light industrial property. With the potential rail service the plans are still sketchy at this time. Construction of the rail spurs is estimated to cost approximately \$1,000,000. The possible railroad design was reviewed.

Mr. Oyler said there is a steep grade on the property going into the railroad trench. Mr. Frandsen said they would probably not bring the line into the trench. Two railroad spurs would be installed allowing two separate industrial developments. Mr. Oyler is concerned with the usability of the additional spur on the other section of the property. Most industrial companies the city has dealt with require the railroad spur to extend into the building. Mr. Pierson said it would depend on the company interested in the site. Mr. Frandsen said industrial companies will not even consider looking at the property until it is zoned industrial.

Mr. Oyler asked Mr. Heap for the utility restrictions of the property. Mr. Heap said they usually do not look at the specific utility capacities until they have a site plan. The type of industry will determine the capacity required. Mr. Baker asked if there is capacity available for some industry. Mr. Heap said there is some capacity available but he does not have the exact numbers at this time. Mr. Frandsen said he met twice with Richard Nielson concerning the utility capacity available. There is a 10-inch sewer line that services the area and capacity is available. He said Richard Nielson was satisfied the capacity was there. Mr. Heap said there is capacity available but not enough for industries such as a company the size of Stouffers, for example. Mr. Oyler said a sewer line capacity maximum could be placed on the property. Mr. Frandsen said the industry interested in a section of the property is similar to a distribution facility.

Mr. Pierson asked if Mr. Frandsen, Mr. Heap and Mr. Nielson could sit down and meet to find the exact numbers for the utility capacity. Mr. Frandsen said he has met twice with Richard Nielson and he was already satisfied with the capacity available. Mr. Oyler said the Develop Review Committee and Planning Commission need the existing capacity limits.

Mr. Pierson said the Planning Commission will not meet again until July 14, 2004.

Mr. Bagley said there are concerns with peaks on the electric substation. Mr. Oyler said we may need the information concerning capacity within the annexation agreement. Mr. Frandsen said he has a letter from Jeff Foster of the Electric Department stating the electric capacity. A portion of the property is crossed by Utah Power and Light and Strawberry Electric lines. Mr. Oyler asked for the location of the nearest city power line to the property. Mr. Bagley pointed out the location of the power line. Mr. Heap said he gets concerned with capacities and reserving a portion of the capacity for possible development. Mr. Oyler said the city needs to understand the capacity available for the industry that may come to the area. A portion of the capacity will not be reserved for future development.

Mr. Frandsen reviewed the storm drain issue and the permeability of the soil. Mr. Oyler said near the property is an old excavated area which was developed. The development was built upon a clay level and is experiencing drainage problems. He does not want the problem repeated.

Mr. Heap said the railroad crossing in the area near Highway 6 needs to be upgraded. Mr. Frandsen reviewed the planned road upgrades. Mr. Heap asked concerning a nonconforming use. Mr. Baker said the property owner will not be operating a gravel pit. Therefore, the property will not be nonconforming.

Mr. Baker made a **motion** to table the Spanish Fork Associates Annexation until the July 7, 2004 Development Review Committee meeting to allow additional time to review the following items: sewer capacity, Canyon Road sewer line, electric substation capacity, percolation testing, and soil conditions. Mr. Broadhead **seconded** and the motion **passed** with a unanimous vote.

Mr. Oyler said there may also be concerns with wind and dust. Mrs. Baum said there is still dirt blowing from the property. Fifteen years ago she and her husband filed a law suit against the property owner. At that time the property owner was required to install a berm around the area, however, he did not. She is anxious to see the property developed. Mr. Oyler said the city does not want to inherit the problems the county has dealt with. The dust issue needs to be dealt with. Mr. Frandsen said he understands Mrs. Baum's concerns and the problems. He is sure she would like to see the property developed. Mrs. Baum said she can stand the dust if she knows something is going to be done with the property. Mr. Frandsen said the property will be covered when developed.

Mr. Oyler asked what happens if the property does not develop for 10 to 30 years. Mr. Frandsen said he is certain the property will develop soon. The property will never be considered residential. Mrs. Baum said she lives at 7526 South 2400 East on the county road adjacent to the annexation property. She requested to be included in the annexation. She also asked if a batch plant could ever be built on the property in question.

Mr. Oyler said Light Industrial Zoning does not permit an asphalt batch plant. Mr. Baker said Light Industrial Zoning does not permit a cement batch plant. Mrs. Baum said her property consists of 7.5 acres and she asked if her property tax would increase if annexed into the city.

Mr. Heap said she would still be in the green belt and her property taxes will not increase due to the annexation. He asked if the Baum property could still be added to this annexation petition.

Mr. Baker said yes. Mrs. Baum said the three-corner piece south of her is Hansen's property. Mr. Baker said without Hansen's property she cannot annex into the city. Mrs. Baum said she does not want to develop her property, she just wants to annex into the city. Mr. Heap said Mr. Pierson can look at the possibility of adding the Baum property to the annexation. Mr. Oyler asked Mr. Frandsen if he had a problem with adding the Baum property to the annexation if it is possible.

DRC Minutes - July 7, 2004

Mr. Oyler said the issues to be discussed are power, sewer, and storm drain.

Mr. Foster said the capacity from the substation is a possible 22 megawatts with improvements and approximately 11 megawatts without the improvements. There are 100 amps of power available at the feeder located at 3200 East and Highway 6. If more than 100 amps are needed at 12 Kv, the developer of the property will need to access power from the substation. The railroad crossing permit will be needed to access power from the substation. Mr. Foster reviewed the possible location for the substation feeder line. Mr. Foster said the existing electric and power pole issues will need to be coordinated with Strawberry Power.

Mr. Nielson said the soil was tested and was found to have a high percolation rate. He had concerns with the effect on the surrounding areas if additional storm water is concentrated on the area. He suggested requiring a more in-depth geological study when the first project is presented.

Mr. Frandsen said when the user is identified they will provide a scientific study of the effects of the storm water on the area. Mr. Nielson said the area with the most sewer restriction is between 2500 and 2900 East. The capacity in the area is at 48 percent at peak flow based on residential usage. This leaves the equivalent of 300 residential units in industrial usage capacity. This is equal to Nature Sunshine's usage.

Mr. Oyler said with the information provided there is a restriction on the amount of capacity available. Mr. Nielson said another alternative to sewer capacity is accessing the Mapleton sewer line.

Mr. Oyler said another issue in connection with this property is dust control. Mr. Frandsen asked if the city has a dust ordinance. Mr. Oyler said yes, however, it is difficult to enforce. In the past the adjacent property owner have contacted the County complaining about the dust issues. Mr. Frandsen said the only solution to resolving the dust problem is to asphalt the property as it is developed. Mr. Oyler said the property should not be disturbed until it is developed to reduce the possible dust problems.

Lieutenant Johnston said he is concerned with the angle of 2400 East to Highway 6. There are accidents at the intersection which could be reduced if the two roads intersected at right angles. Mr. Frandsen said they have discussed improving the intersection. Mr. Frandsen said the annexation area includes the railroad tracks and not Highway 89.

Mr. Oyler made a **motion** to recommend approval of Spanish Fork Associates Annexation consisting of 87.72 acres located at 2400 East 1000 South and enter into an annexation agreement with the following conditions:

1. Include the sewer capacity as directed by the Engineering Department,
2. After the first project for the property is approved, realign 2400 East at Highway 6 and the railroad crossing at a time to be determined by the Engineering Department,
3. Leave the property undisturbed until such time as the first project is approved, with only the property involved in the project being disturbed,
4. With the first project, the storm drain is to be reviewed to determine if the storm drain will have any impact on the Oaks View area,
5. The developer is to construct a feeder line to the electric substation along with any related improvements, if more than 100 amps of power are needed for the projects; if less than 100 amps of power are needed on the property, access the power on the south side of 2400 East and Highway 6,
6. Enter into an agreement with Strawberry Power for the city to assume service of power to the Olsen Well.

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

Planning Commission

This item went before the Planning Commission on July 14th for their review and recommendation. They discussed the possibilities of the property and how it could be developed and used in the future and layouts. They recommended approval subject to the following conditions listed below.

RECOMMENDATION

APPROVE:

Make a motion to APPROVE the Spanish Fork Associates petition at 2400 East 7600 South (Utah County) subject to the following condition(s):

1. The SF Associates' property be zoned Light Industrial (I-1).
2. An Annexation agreement be entered into pertaining to the property not being allowed to be used for gravel extraction in the future.
3. Include the sewer capacity as directed by the Engineering Department,
4. After the first project for the property is approved, realign 2400 East at Highway 6 and the railroad crossing at a time to be determined by the Engineering Department,
5. Leave the property undisturbed until such time as the first project is approved, with

- only the property involved in the project being disturbed,
6. With the first project, the storm drain is to be reviewed to determine if the storm drain will have any impact on the Oaks View area,
 7. The developer is to construct a feeder line to the electric substation along with any related improvements, if more than 100 amps of power are needed for the projects; if less than 100 amps of power are needed on the property, access the power on the south side of 2400 East and Highway 6,
 8. Enter into an agreement with Strawberry Power for the city to assume service of power to the Olsen Well.

TABLE

Make the motion to TABLE the Spanish Fork Associates Annexation petition at 2400 East 7600 South (Utah County) for the following reason(s):

DENY:

Make the motion to give a DENY the Spanish Fork Associates Annexation petition at 2400 East 7600 South (Utah County) for the following reason(s):

Spanish Fork City Council Staff Report

To:	City Council	ID#	PRE	03-25
From:	Emil Pierson, City Planner	Zoning	R-1-8	
Date:	August 17, 2004	Property Size	1.73 ac	
Subject:	Hawk Landing Preliminary Plat Subdivision	# Lots/Units	7	
Location:	2300 East Canyon Road	Units/Acre	4.79	

Background

The applicant(s), Hawk Landing LC , is requesting preliminary plat subdivision approval in order to develop a 7 lot single family subdivision. The property is shown in the General Plan as Residential 3.5 to 5 u/a and the property is currently zoned R-1-8.

Analysis

To the North is East Canyon Road (UDOT) and to the East is Rock Cove Subdivision. To the South is 1200 South and property owned and controlled by the Nebo School District and is planned as a grade school in the future. To the West is Town and Country Living Subdivision zoned R-1-30.



The project is not considered a master planned development and therefore must meet all requirements of the R-1-8 zone. See Title 17.20.020 Table 2.

- Lot Sizes:* The single family lots will exceed 8,000 square feet in size.
Lot Width: All lots will be wider than the required 75-feet
Access: Access into the subdivision is shown from the main connector (East Canyon Road) onto 2300 East. The developer will be required to construct the necessary curb and gutter (2300 East), in accordance with UDOT specifications.
Density: The General Plan designates this property as Residential 3.5 to 5 u/a. The developer is proposing this subdivision at 4.79 u/a.

Development Review Committee

The DRC reviewed this request at their July 28th meeting and recommend approval subject to the five (2) conditions.

Minutes from July 28, 2004

Mr. Pierson made a **motion** to approve Hawk Landing Preliminary Plat subject to the following conditions:

1. Construct the home on lot 1 facing 2300 East with the garage coming off of 1200 South and all of the other lots if possible should be constructed with side entry garages.
2. Meet all of the Construction and Development Standards, including the American's With Disabilities Act requirements for the sidewalks and the conduit size and wiring requirements for meter reading.

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

Planning Commission

The Planning Commission reviewed this request at their August 4th meeting. They discussed the traffic and access to each lot from 2300 East. They recommended approval subject to the two conditions:

1. Construct the home on lot 1 facing 2300 East with the garage coming off of 1200 South and all of the other lots if possible should be constructed with side entry garages.
2. Meet all of the Construction and Development Standards, including the American's With Disabilities Act requirements for the sidewalks and the conduit size and wiring requirements for meter reading.

RECOMMENDATION

APPROVE

Make the motion to **APPROVE** the **Hawk Landing Preliminary Plat Subdivision located at 2300 East Canyon Road** subject to the following condition(s):

1. Construct the home on lot 1 facing 2300 East with the garage coming off of 1200 South and all of the other lots if possible should be constructed with side entry garages.
2. Meet all of the Construction and Development Standards, including the American's With Disabilities Act requirements for the sidewalks and the conduit size and wiring requirements for meter reading.

DENY

Make the motion to **DENY** the **Hawk Landing Preliminary Plat Subdivision located at 2300 East Canyon Road** for the follow reason(s):

TABLE

Make the motion to **TABLE** the **Hawk Landing Preliminary Plat Subdivision at 2300 East Canyon Road** for the follow reason(s):

Hawk Landing Map



1 inch equals 255.9 feet

Legend

Roads

— Other Roads

--- Not Paved

— Paved

— Rivers

▭ Spanish Fork Boundary

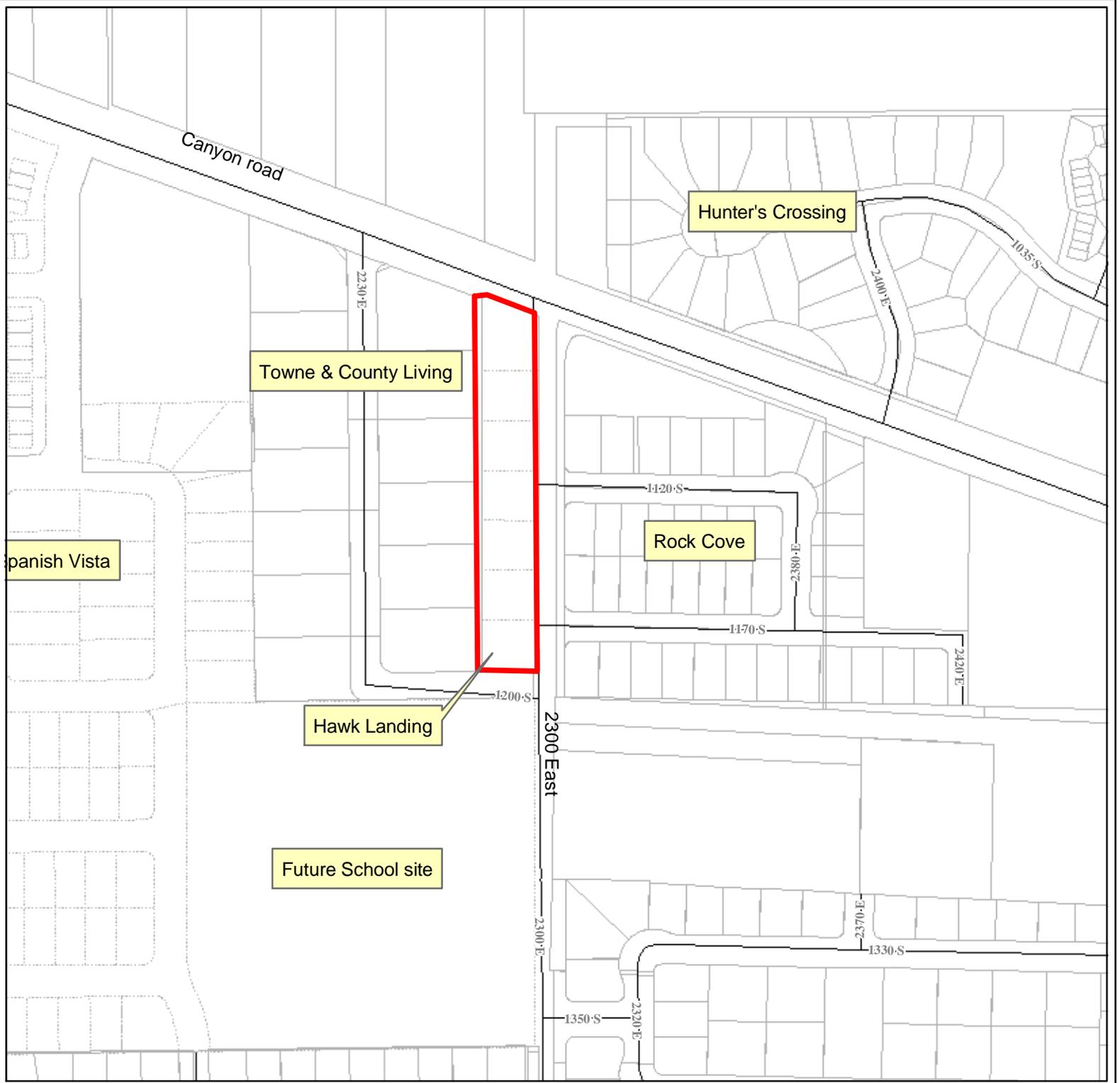
— LineMeasurements



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.



Spanish Fork

City Council Staff Report

To:	City Council	ID#	PRE	03-22
From:	Emil Pierson, City Planner	Zoning		R-1-9
Date:	August 17, 2004	Property Size		2.93 ac
Subject:	Coyote Cove Preliminary Subdivision Plat	# Lots/Units		9
Location:	1410 South 1580 East	Units/Acre		3.07

Background

The applicant(s), Mike Gardner and Mark Dallin, is requesting preliminary plat approval in order to develop a nine (9) lot single family subdivision. The property is shown in the General Plan as Residential 2.5-3.5 u/a and is currently zoned R-1-9.

Analysis

To the North is Canyon Elementary, South is Fox Run Plat "A" a single family subdivision and the senior housing project, to the West is Leifson Estates a single family home subdivision, and east is 1400 East and property owned by the Roman Catholic Church.



The proposed subdivision as zoned R-1-9 must meet all requirements of that zone since it is considered a straight up subdivision and not a master planned development. See Title 17.20.020 Table 2.

- Lot Sizes:* The single family lots will exceed the 9,000 square feet in size.
Lot Width: All lots will be wider than the required 85-feet
Access: Access into the subdivision is shown from the main connector 1400 East, onto 1470 South, onto 1420 East, onto 1510 South.
Density: The General Plan designates this property as Residential 2.5-3.5 u/a. The developer is proposing this subdivision at 3.07 u/a.

Development Review Committee

The DRC reviewed this request at their July 28th meeting and recommend approval subject to the three (3) conditions.

Minutes from July 28, 2004

Mr. Pierson made a **motion** to approve Coyote Cove Preliminary Plat subject to the following conditions:

1. The existing Mike Gardner home be included in the subdivision,
2. Receive approval of the construction of the storm drain line from the Engineering Department,
3. Meet all of the Construction and Development Standards, including the American's With Disabilities Act for the conduit size and wiring requirements for meter reading.

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

Planning Commission

The Planning Commission discussed this preliminary plat at their August 4th meeting and made sure it met the requirements of the R-1-9 and recommended approval subject to the following three conditions.

1. The existing Mike Gardner home be included in the subdivision,
2. Receive approval of the construction of the storm drain line from the Engineering Department,
3. Meet all of the Construction and Development Standards, including the American's With Disabilities Act for the conduit size and wiring requirements for meter reading.

RECOMMENDATION

APPROVE

Make a motion to **APPROVE** the **Coyote Cove Preliminary Subdivision Plat located at 1410 South 1580 East** subject to the following condition(s):

1. The existing Mike Gardner home be included in the subdivision,
2. Receive approval of the construction of the stormdrain line from the Engineering Department,
3. Meet all of the Construction and Development Standards, including the American's With Disabilities Act for the conduit size and wiring requirements for meter reading.

DENY

Make the motion to **DENY** the **Coyote Cove Preliminary Subdivision Plat located at 1410 South 1580 East** for the follow reason(s):

TABLE

Make the motion to **TABLE** the **Coyote Cove Preliminary Subdivision Plat located at 1410 South 1580 East** for the follow reason(s):

Coyote Cove & Wapiti Cove Map



1 inch equals 255.9 feet

Legend

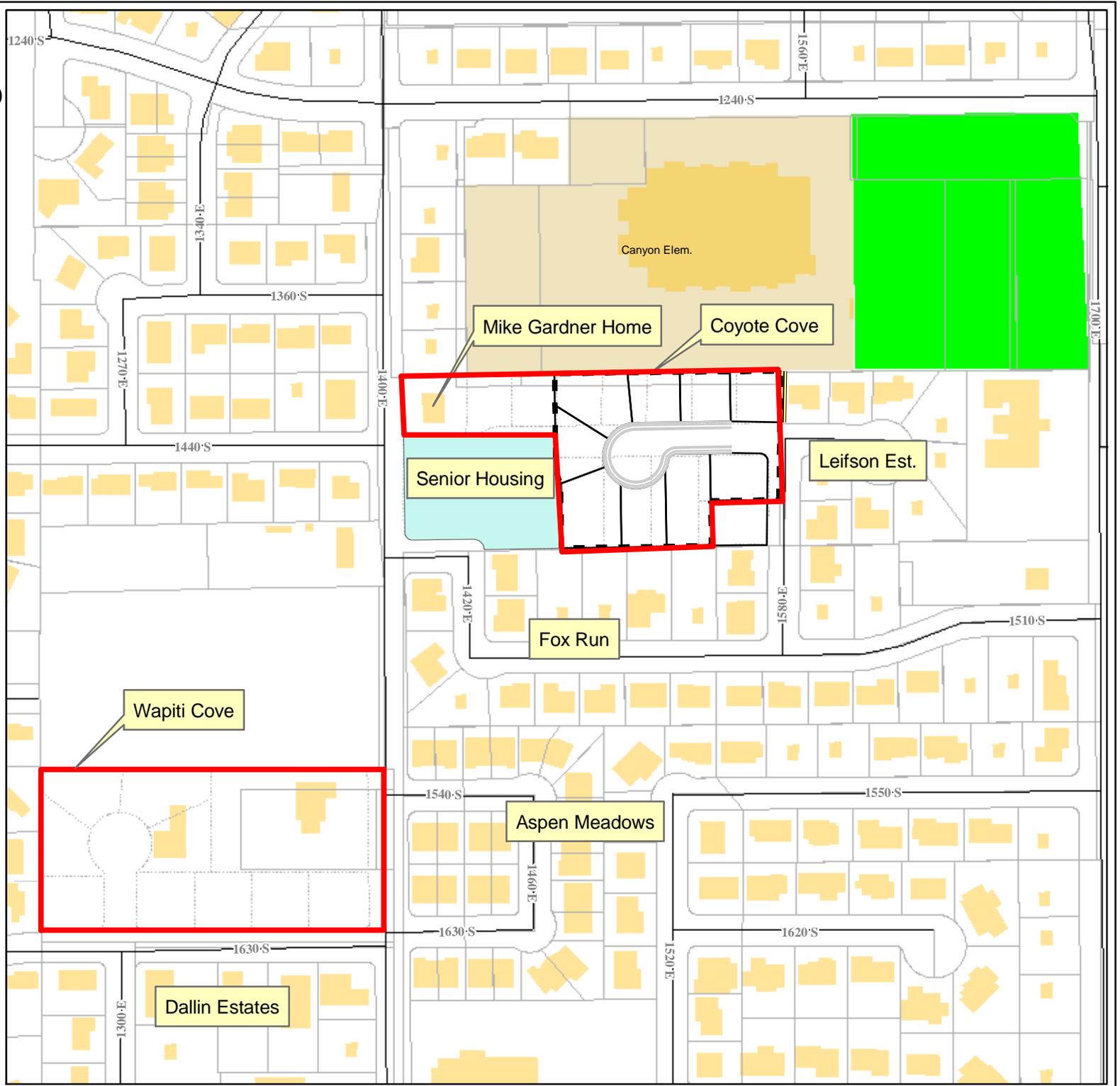
- Roads**
- Other Roads
 - Not Paved
 - Paved
 - Rivers
- Schools
 - Parks
 - Buildings
 - Spanish Fork Boundary
 - LineMeasurements
 - Lot Lines
 - Curb Gutter and Sidewalk
 - Subdivision Boundary
 - Walking Path
 - CHS_Outline



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.



Spanish Fork

City Council Staff Report

To:	City Council	ID#	PRE	03-26
From:	Emil Pierson, City Planner	Zoning		R-1-12
Date:	August 17, 2004	Property Size		4.76 ac
Subject:	Wapiti Cove Preliminary Plat Subdivision	# Lots/Units		10
Location:	1630 South 1400 East	Units/Acre		2.1

Background

The applicant(s), Dale Houghton, is requesting preliminary plat subdivision approval in order to develop a 10 lot single family subdivision. The property is shown in the General Plan as Residential 2.5-3.5 u/a and 1-2.5 u/a and is currently zoned R-1-12.

Analysis

North of the property is owned by the Roman Catholic Bishop of Salt Lake City, to the East is Aspen Meadows subdivision, to the South is Dallin Estates, and to the West is the Wapiti subdivision.



The project is not

considered a master planned development and therefore must meet all requirements of the R-1-12 zone (see Title 17.20.020 E - Table 1).

Lot Sizes: The single family lots will exceed 12,000 square feet in size.

Lot Width: All lots will be wider than the required 100-feet

Access: Access from a minor collector (1400 East) will connect with 1630 South. The developer will be required to construct the necessary curb and gutter (1300 East & 1630 South), in accordance with UDOT specifications.

Density: The General Plan designates this property as Residential 2.5-3.5 u/a and 1-2.5 u/a. The developer is proposing this subdivision at 2.1 u/a.

Development Review Committee

The DRC reviewed this request at their July 28th meeting and recommend the following:

Minutes from July 28, 2004

Mr. Pierson made a **motion** to approve Wapiti Cove Preliminary Plat subject to the following conditions:

1. Meet all of the Construction and Development Standards, including the American's With Disabilities Act requirements for the sidewalks and the conduit size and wiring requirements for meter reading,
2. Receive approval for the underground electrical design from the Electrical Department,
3. Construct the home on lot 9 facing 1400 east with the driveway accessing 1630 South.

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

Planning Commission

The Planning Commission discussed this request at their August 4th meeting and reviewed the location of driveways. They recommended approval subject to the following conditions:

1. Meet all of the Construction and Development Standards, including the American's With Disabilities Act requirements for the sidewalks and the conduit size and wiring requirements for meter reading,
2. Receive approval for the underground electrical design from the Electrical Department,
3. Construct the home on lot 9 facing 1400 east with the driveway accessing 1630 South.

RECOMMENDATION

APPROVE

Make the motion to **APPROVE** the **Wapiti Cove Preliminary Subdivision located at 1630 South 1400 East** subject to the following condition(s):

1. Meet all of the Construction and Development Standards, including the American's With Disabilities Act requirements for the sidewalks and the conduit size and wiring requirements for meter reading,
2. Receive approval for the underground electrical design from the Electrical Department,
3. Construct the home on lot 9 facing 1400 east with the driveway accessing 1630 South.

DENY

Make the motion to **DENY** the **Wapiti Cove Preliminary Subdivision located at 1630 South and 1400 East** for the follow reason(s):

TABLE

Make the motion to **TABLE** the **Wapiti Cove Preliminary Subdivision located at 1630 South and 1400 East** for the follow reason(s):

Coyote Cove & Wapiti Cove Map



1 inch equals 255.9 feet

Legend

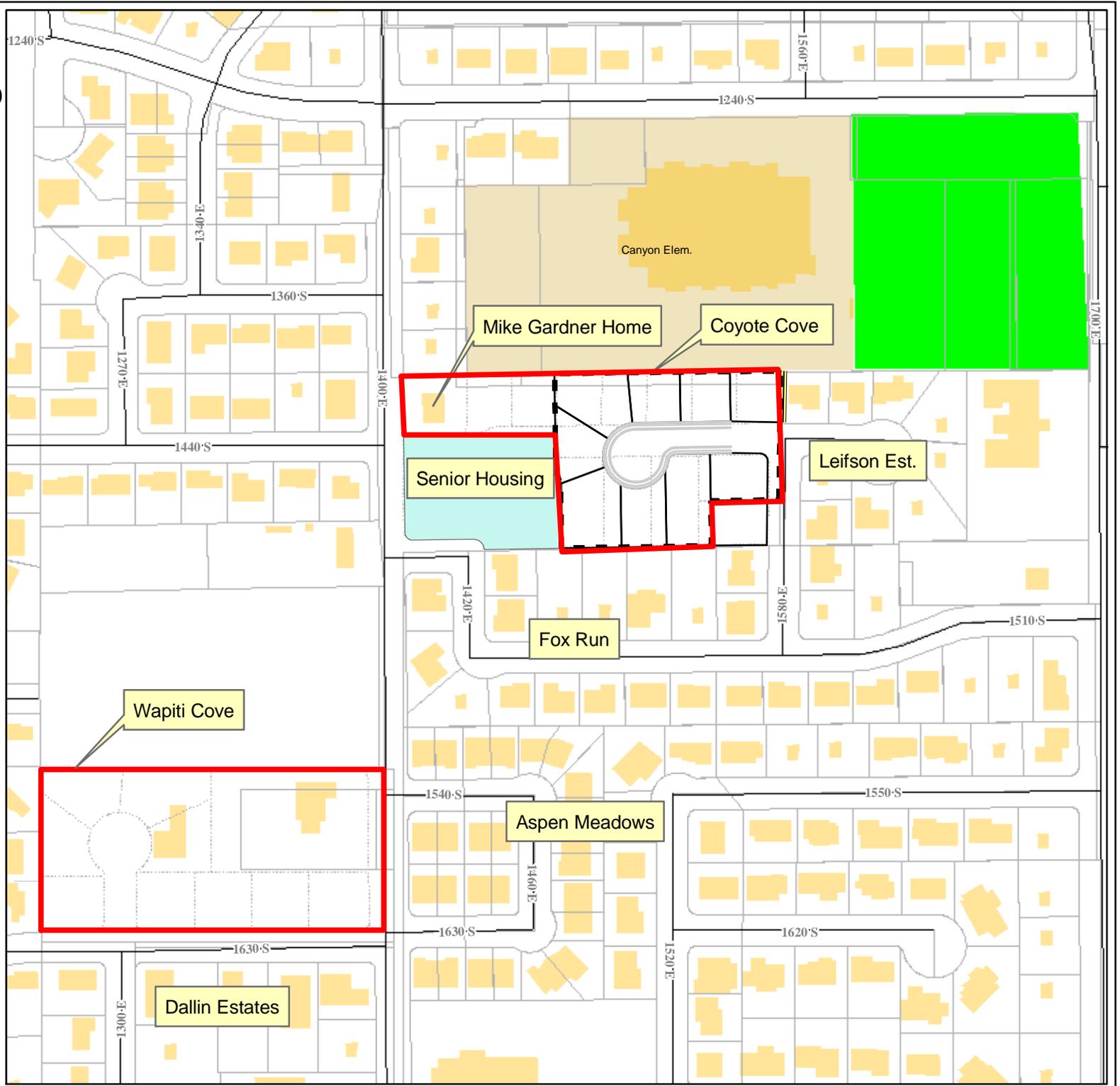
- Roads**
- Other Roads
 - Not Paved
 - Paved
 - Rivers
 - Schools
 - Parks
 - Buildings
 - Spanish Fork Boundary
 - LineMeasurements
 - Lot Lines
 - Curb Gutter and Sidewalk
 - Subdivision Boundary
 - Walking Path
 - CHS_Outline



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.



Spanish Fork

City Council Staff Report

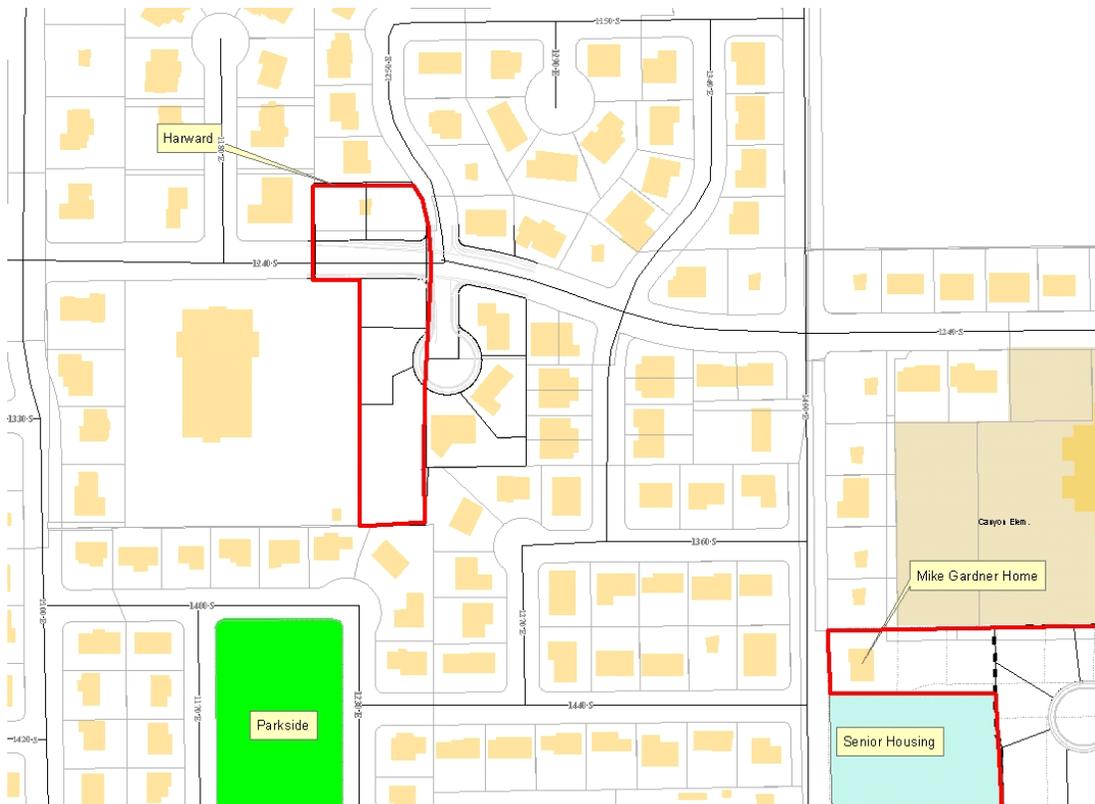
To:	City Council	ID#	PRE	04-10
From:	Emil Pierson, Planning Director	Zoning		R-1-9
Date:	August 17, 2004	Property Size		2.66 ac
Subject:	Harward Preliminary Plat Subdivision	# Lots/Units		5
Location:	1290 East 1240 South	Units/Acre		2.66

Background

The applicant(s), Randall Harward, is requesting preliminary plat subdivision approval in order to develop a 5 lot single family subdivision. The property is shown in the General Plan as Residential 2.5-3.5 u/a and 1-2.5 u/a and is currently zoned R-1-9.

Analysis

North of the property is a single family subdivision zoned R-1-9, to the west is a LDS Church, to the south is the Wolf Hollow East zoned R-1-9 and to the west is the Wolf Hollow Heights East subdivision.



The project is not considered a master planned development and therefore must meet all requirements of the R-1-9 zone. See Title 17.20.020 E (Table 1)

Lot Sizes: The single family lots will exceed 9,000 square feet in size.

Lot Width: All lots will be wider than the required 85-feet

Access: Access to the lots will come from 1240 South and 1290 East.

Density: The General Plan designates this property as Residential 2.5-3.5 u/a. The developer is proposing this subdivision at 2.66 u/a.

Development Review Committee

The DRC reviewed this request at their July 28th meeting and recommend the following:

Minutes from July 28, 2004

Mr. Oyler made a **motion** to approve Desert Storm Preliminary Plat subject to the following conditions:

1. Change name for the development,
2. Meet all of the Construction and Development Standards, including the American's With Disabilities Act requirements for the sidewalks and the conduit size and wiring requirements for meter reading,
3. Meet the requirements for the asphalt overlay or reimbursement for digging in an existing road as outlined in the Construction and Development Standards,
4. Verify the amount of lots with development rights not transferred,
5. Reimburse the city for the construction of the existing road,
6. If a connector agreement exists, reimburse the existing lots in the cul-de-sac.

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

Planning Commission

The Planning Commission discussed this preliminary plat at their August 4th meeting and made sure it met the requirements of the R-1-9 zone and recommended approval subject to the following conditions:

1. Change name for the development,
2. Meet all of the Construction and Development Standards, including the American's With Disabilities Act requirements for the sidewalks and the conduit size and wiring requirements for meter reading,
3. Meet the requirements for the asphalt overlay or reimbursement for digging in an existing road as outlined in the Construction and Development Standards,
4. Verify the amount of lots with development rights not transferred,
5. Reimburse the city for the construction of the existing road,
6. If a connector agreement exists, reimburse the existing lots in the cul-de-sac.
7. That lot 5 access from 1290 East and the home face 1240 South.
8. That lot 1 access from 1290 East.

RECOMMENDATION

APPROVE

Make the motion to **APPROVE** the **Harward Preliminary Subdivision located at 1240 South 1290 East** subject to the following condition(s):

1. Change name for the development,
2. Meet all of the Construction and Development Standards, including the American's With Disabilities Act requirements for the sidewalks and the conduit size and wiring requirements for meter reading,
3. Meet the requirements for the asphalt overlay or reimbursement for digging in an existing road as outlined in the Construction and Development Standards,
4. Verify the amount of lots with development rights not transferred,
5. Reimburse the city for the construction of the existing road,
6. If a connector agreement exists, reimburse the existing lots in the cul-de-sac.
7. That lot 5 access from 1290 East and the home face 1240 South.
8. That lot 1 access from 1290 East.

DENY

Make the motion to **DENY** the **Harward Preliminary Subdivision located at 1240 South 1290 East** for the follow reason(s):

TABLE

Make the motion to **TABLE** the **Harward Preliminary Subdivision located at 1240 South 1290 East** for the follow reason(s):

Harward Map



1 inch equals 208.0 feet

Legend

Roads

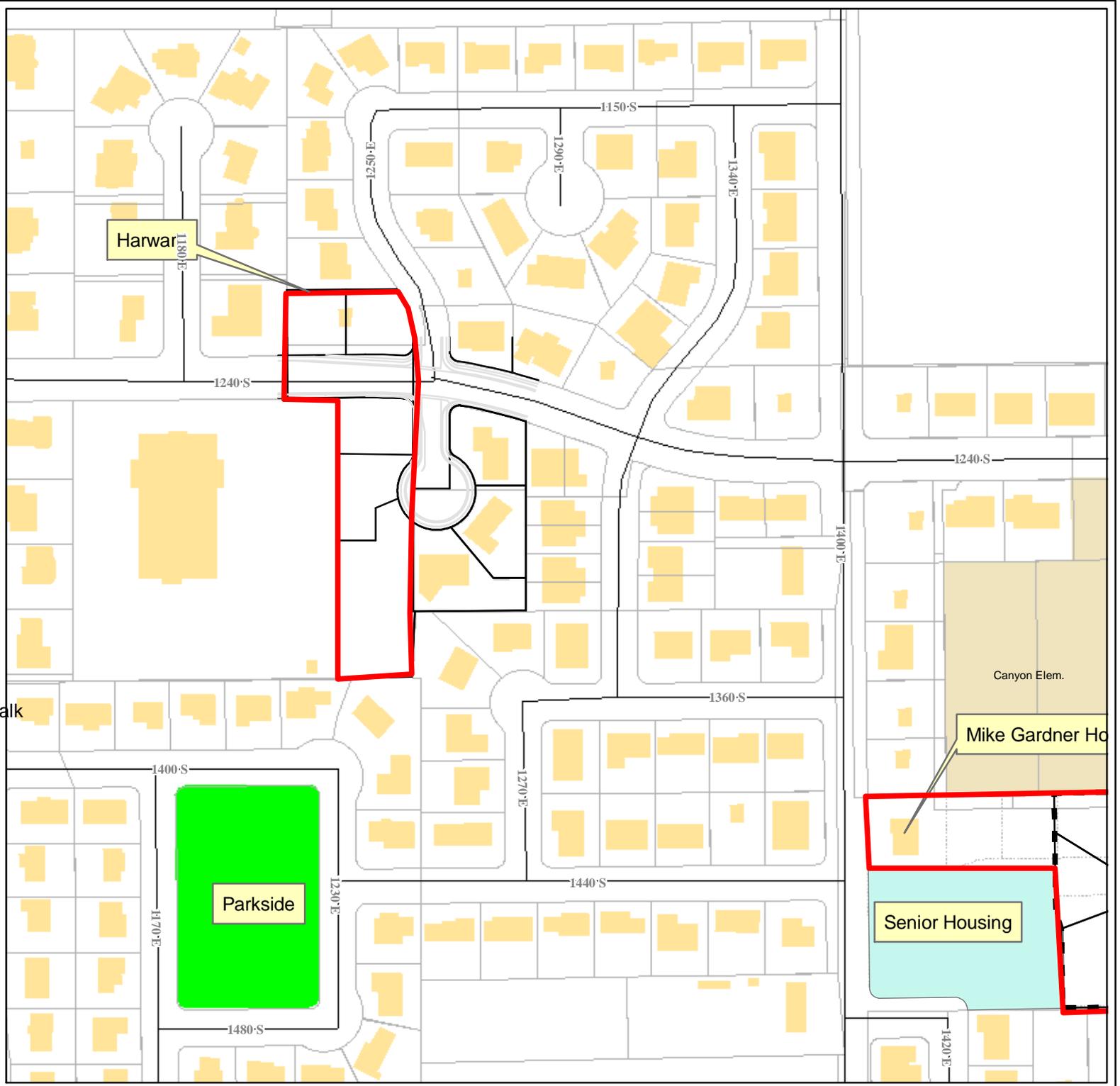
-  Other Roads
-  Not Paved
-  Paved
-  Rivers
-  Schools
-  Parks
-  Buildings
-  Spanish Fork Boundary
-  LineMeasurements
-  Lot Lines
-  Curb Gutter and Sidewalk
-  Subdivision Boundary
-  Walking Path
-  CHS_Outline
-  Lot Lines
-  Existing Lot Lines
-  Curb Gutter and Sidewalk



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.



Spanish Fork City Council Staff Report

To:	City Council	ID#	PRE	04-07
From:	Emil Pierson, City Planner	Zoning	R-1-8	
Date:	August 17, 2004	Property Size	13.80 ac	
Subject:	West Gate Manor Preliminary Plat	# Lots/Units	48	
Location:	400 North 530 West	Units/Acre	3.478	

Background

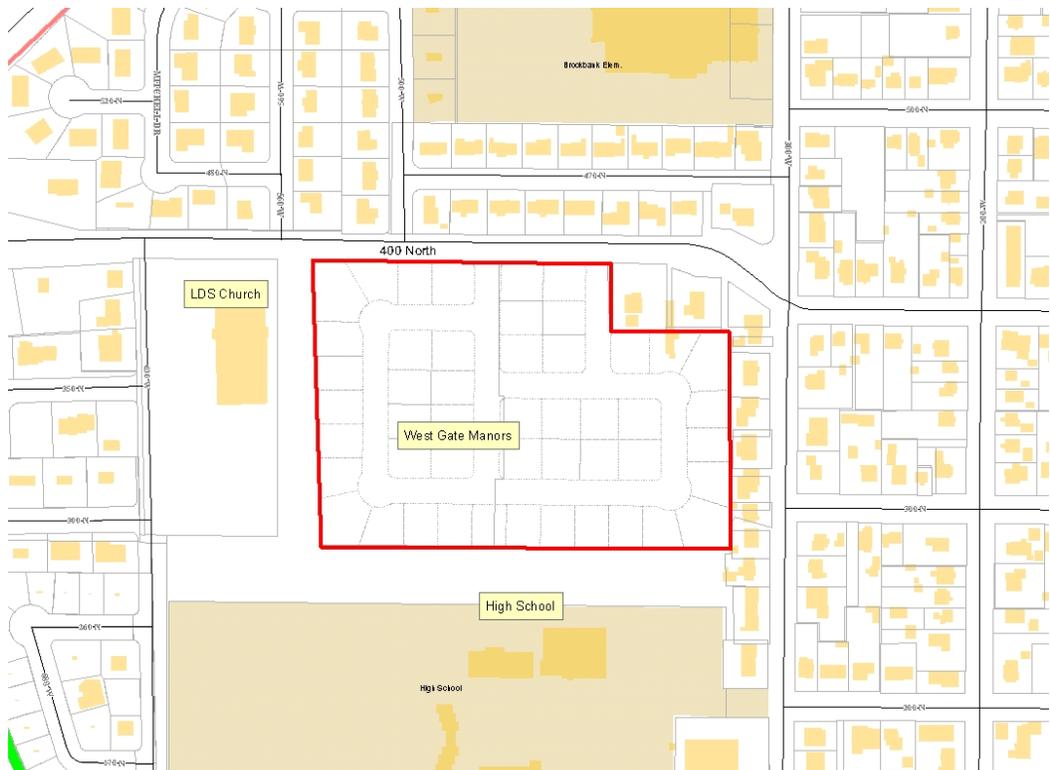
The applicant(s), Jed Mitchell, is requesting preliminary plat approval in order to develop a 48 lot single family subdivision. The property is shown in the General Plan as Residential 3.5-5 u/a and is currently zoned R-1-8.

Analysis

To the North is Vernon Hurst Plaza Plat “A”, and to the East is single family homes along 300 West. To the South is the Spanish Fork High School, and to the West is a LDS Church.

The subdivision is not considered a

master planned development so it must meet all requirements of the R-1-8 zone (see Title 17.20.020-Table 2).



Lot Sizes: All single family lots will exceed the 8,000 square feet in size.

Lot Width: All lots are required to be wider than the required 75-feet

Access: Access into the subdivision is shown from 400 North which is a UDOT road and will require their approval.

Density: The General Plan designates this property as Residential 3.5-5 u/a. The developer is proposing this subdivision at 3.478 u/a.

Development Review Committee

The DRC reviewed this request at their July 28 meeting and recommend approval subject to the five (5) conditions.

Minutes from July 28, 2004

Mr. Pierson made a **motion** to approve West Gate Manor Preliminary Plat subject to the following conditions:

1. Install the stormdrain as directed by the Engineering Department and obtain the necessary stormdrain easements,
2. Disconnect utility services in 400 North,
3. Obtain a permit from UDOT for 400 North,
4. Construct a masonry wall along 400 North including 2-inch caliper trees every 30 feet, tree grates, sprinkler system, and stamped concrete,
5. Meet all of the Construction and Development Standards, including the America's With Disability Act requirements for the sidewalks and the conduit size and wiring requirements for meter reading.

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

Planning Commission

The Planning Commission reviewed this request for the West Gate Manors preliminary plat at their meeting on August 4th. At that meeting they discussed the lot sizes, fencing along 400 North and access into the subdivision. The Planning Commission recommended approval of the subdivision subject to the five conditions listed below.

RECOMMENDATION

APPROVE

Make the motion to **APPROVE** the **West Gate Manor Preliminary Subdivision Plat located at 400 North and 500 West** subject to the following condition(s):

1. Install the stormdrain as directed by the Engineering Department and obtain the necessary stormdrain easements,
2. Disconnect utility services in 400 North,
3. Obtain a permit from UDOT for 400 North,
4. Construct a masonry wall along 400 North including 2-inch caliper trees every 30 feet, tree grates, sprinkler system, and stamped concrete,
5. Meet all of the Construction and Development Standards, including the America's With Disability Act requirements for the sidewalks and the conduit size and wiring requirements for meter reading.

DENY

Make the motion to **DENY** the **West Gate Manor Preliminary Subdivision Plat located at 400 North and 500 West** for the follow reason(s):

TABLE

Make the motion to **TABLE** the **West Gate Manor Preliminary Subdivision Plat located at 400 North and 500 West** for the follow reason(s):

West Gate Manors Map



1 inch equals 299.9 feet

Legend

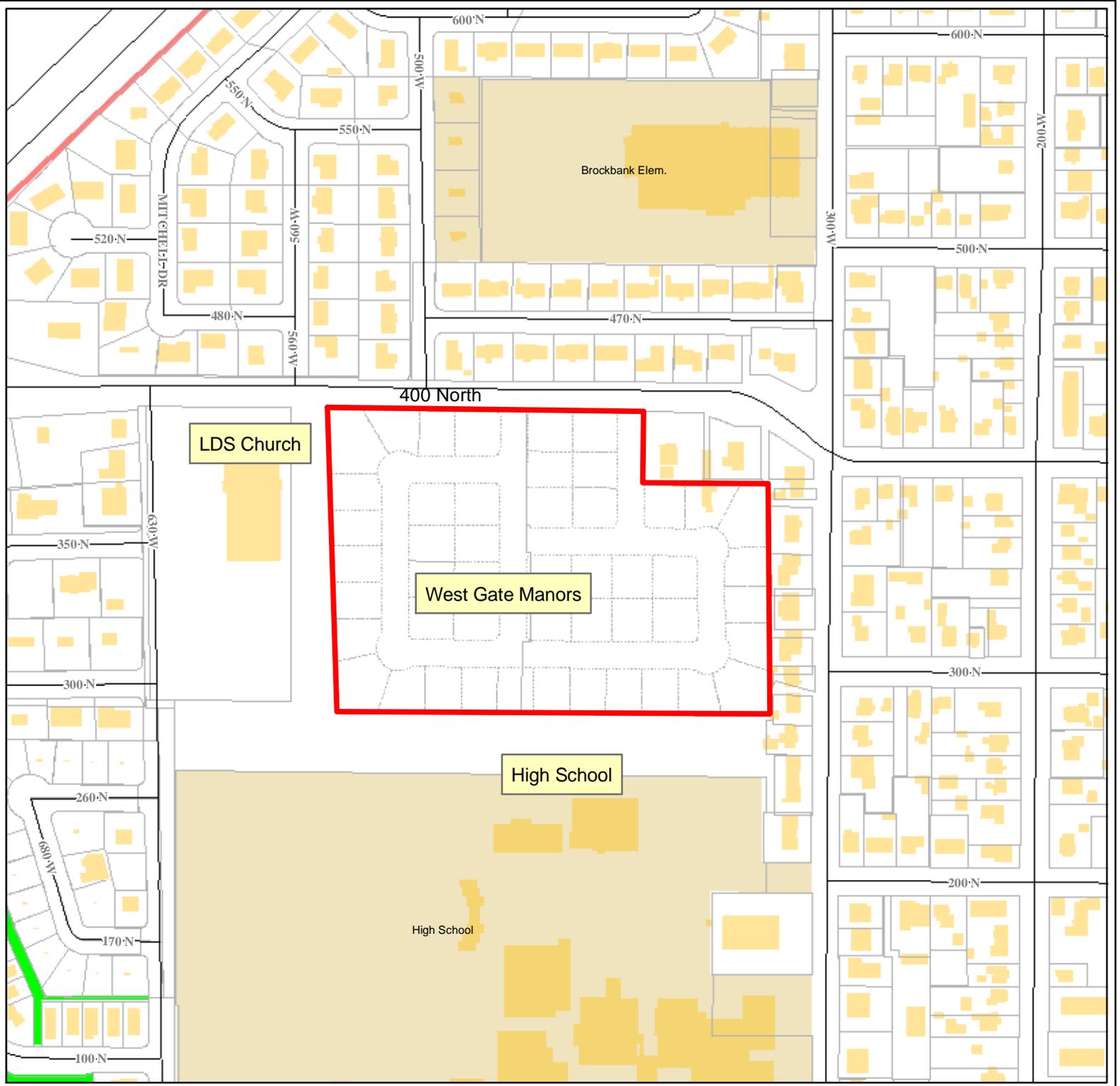
- Roads**
- Other Roads
 - Not Paved
 - Paved
 - Rivers
 - Schools
 - Parks
 - Buildings
 - Spanish Fork Boundary
 - LineMeasurements



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.



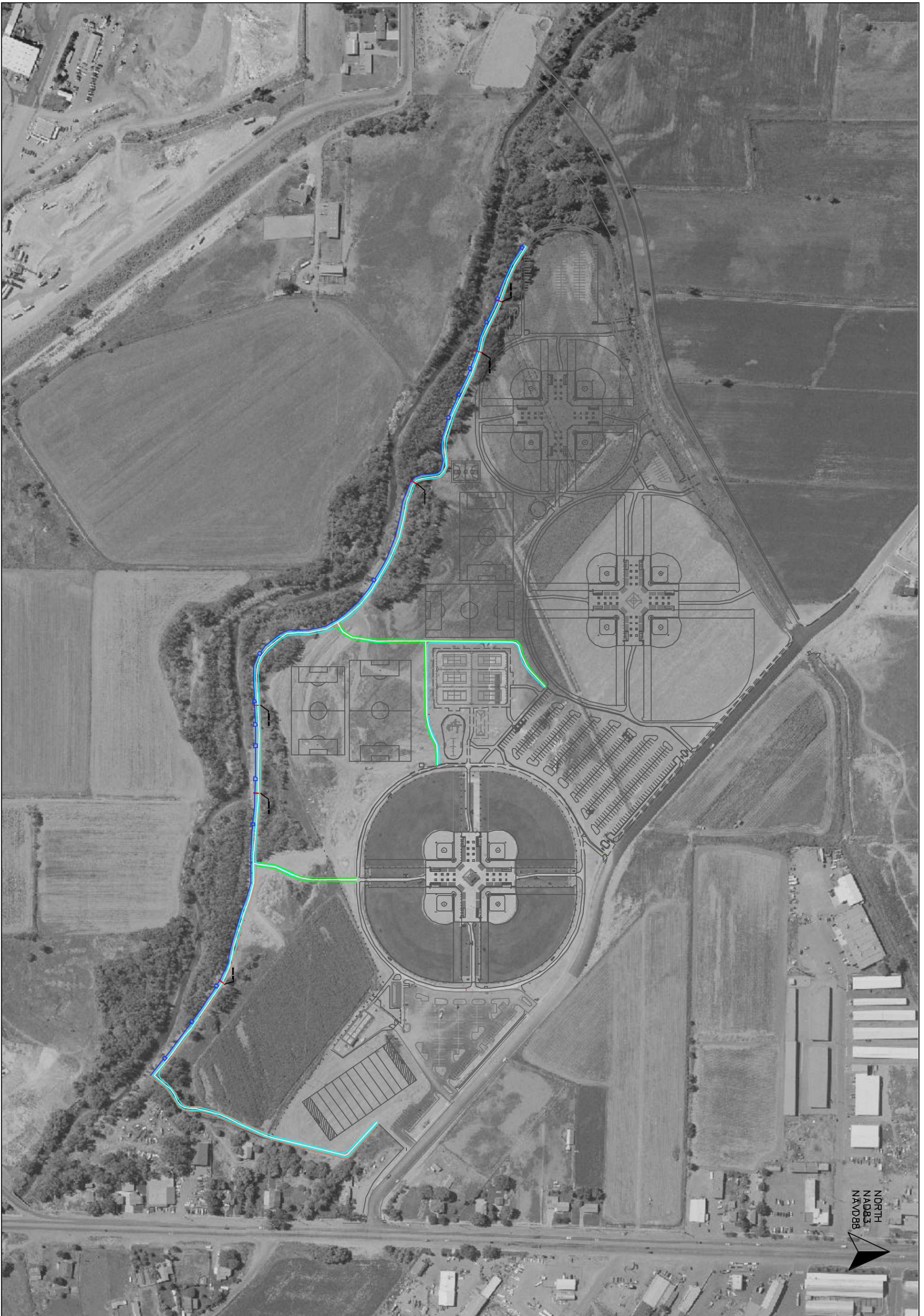
Staff Report
Sports Park Trail Project
Bid Award

The sports park trail project will construct a little over a mile of multi-purpose trail at the Spanish Fork Sport Park. This trail will extend along the river with connector trails into the park as shown in map included with this report. In the near future, development to the west will extend the trail another half mile down the river. The long term plan is to have this trail extend all along the river with several connections into town.

Morgan Asphalt, Inc. was the low bid. We have checked with their previous client and engineer references and have received very favorable recommendations for them. We therefore recommend that the City Council award the bid for the Sports Park Trail Project to Morgan Asphalt, Inc. for the amount of \$140,128.00.

SPANISH FORK CITY
SPORTS PARK TRAIL PROJECT
Engineer's Estimate 7/28/2004

				Estimate	Morgan Asphalt, Inc.		Staker & Parson Co.		Geneva Rock Products		Average		
NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	4' / 10' Trail Section	LN FT	425	\$ 13.00	\$ 5,525.00	\$ 17.50	\$ 7,297.50	\$ 23.95	\$ 9,987.15	\$ 48.00	\$ 20,016.00	\$ 29.82	\$ 12,433.55
2	4' / 10' / 2' Trail Section	LN FT	3,800	\$ 13.50	\$ 51,300.00	\$ 19.50	\$ 73,885.50	\$ 19.50	\$ 73,885.50	\$ 23.00	\$ 87,147.00	\$ 20.67	\$ 78,306.00
3	1' / 10' / 1' Trail Section	LN FT	751	\$ 11.50	\$ 8,636.50	\$ 14.00	\$ 9,548.00	\$ 17.35	\$ 11,832.70	\$ 24.00	\$ 16,368.00	\$ 18.45	\$ 12,582.90
4	1' / 10' / 1' Trail Section with Landscaping Edge	LN FT	917	\$ 11.25	\$ 10,316.25	\$ 14.00	\$ 12,852.00	\$ 16.25	\$ 14,917.50	\$ 22.00	\$ 20,196.00	\$ 17.42	\$ 15,988.50
5	Scarify 12 inches and Recompact Sub-Grade	SQ FT	2,000	\$ 1.50	\$ 3,000.00	\$ 0.25	\$ 500.00	\$ 0.22	\$ 440.00	\$ 1.00	\$ 2,000.00	\$ 0.49	\$ 980.00
6	Engineered Fill	TON	1,250	\$ 10.00	\$ 12,500.00	\$ 12.00	\$ 15,000.00	\$ 14.55	\$ 18,187.50	\$ 10.00	\$ 20,000.00	\$ 12.18	\$ 17,729.17
7	APWA 02075 Geotextile Silt Fence	LN FT	3,330	\$ 2.50	\$ 8,325.00	\$ 2.50	\$ 8,325.00	\$ 1.00	\$ 3,330.00	\$ 2.00	\$ 6,660.00	\$ 1.83	\$ 6,105.00
8	15" RCP Storm Drain	LN FT	150	\$ 25.00	\$ 3,750.00	\$ 60.00	\$ 9,360.00	\$ 30.25	\$ 4,719.00	\$ 14.00	\$ 2,184.00	\$ 34.75	\$ 5,421.00
9	Installation of 36" RCP Storm Drain	LN FT	24	\$ 70.00	\$ 1,680.00	\$ 70.00	\$ 1,680.00	\$ 28.00	\$ 672.00	\$ 67.00	\$ 1,608.00	\$ 55.00	\$ 1,320.00
10	4' Trail Section	LN FT	120	\$ 20.00	\$ 2,400.00	\$ 14.00	\$ 1,680.00	\$ 28.00	\$ 3,420.00	\$ 50.00	\$ 6,000.00	\$ 30.67	\$ 3,700.00
				TOTAL:	\$ 107,432.75	TOTAL:	\$ 140,128.00	TOTAL:	\$ 141,391.35	TOTAL:	\$ 182,179.00	TOTAL:	\$ 154,566.12



NORTH
 NAD83
 NAVD88
 HORZ 1"=300'
 DRAWING 494
 PAGE 1 OF 11

DRAWN	TJA	REVISION	DATE	BY
DESIGN	CMT			
CHECK	RJH			
DATE	7/22/04			

SPANISH FORK CITY
 SPORTS PARK TRAIL
 INDEX PAGE



SPANISH FORK CITY
 40 SOUTH MAIN STREET
 SPANISH FORK, UT 84660
 (801) 798-5000



MEMO
SPANISH FORK CITY
PUBLIC WORKS DEPARTMENT

DATE: August 11, 2004

TO: Mayor Barney and City Council

FROM: Richard J. Nielson, Assistant Public Works Director

RE: 2004 Asphalt Overlays & Supplies

The Engineering Department has requested bids for asphalt overlays and supplies for 2004. Bid Schedule # 1 includes asphalt overlays, lane leveling, manhole and valve collars, and jogging path overlays and reconstruction at North Park and the Golf Course. Three bids were received for Bid Schedule # 1 with Geneva Rock Products as low bidder with a bid in the amount of \$376,312.12. The combined budget amount for this bid schedule was \$479,000. I would recommend that the City Council approve the bid for Bid Schedule # 1 for Geneva Rock Products in the amount of \$376,312.12. I would also request that the City Council authorize the Public Works Department to spend up to \$400,000 of the \$450,000 budgeted for overlays as part of this project and up to \$4000 at the Golf Course for cart path overlays.

Bid Schedule # 2 is for the asphalt used for patching and small jobs as well as 1" overlays that are required in all new developments. The 1" overlays are paid for by developers and do not come from the City's budget. Two bids were received for this bid schedule as shown in the attached bid tabulation. Spanish fork City uses more asphalt that is picked up at the bidders plant (Item No. 2) than asphalt placed by bidder (Item No. 1). Therefore, I would recommend that the City Council approve the bid for Bid Schedule # 2 to Geneva Rock Products in the amount of the unit prices indicated on the bid tabulation. This bid would be in effect until June 30, 2005.

2004 OVERLAYS

STREET	FROM	TO	LENGTH	WIDTH	SQ FT	MANHOLES	VALVES
400 SOUTH	300 EAST	800 EAST	2330	45	104850	11	18
1000 NORTH	MAIN ST	US-6	3100	50	155000	8	11
FAIRWAY LANE	FAIRWAY CIR		260	30	7800	2	2
500 EAST	400 NORTH	800 NORTH	1850	41	75850	5	12
700 EAST	600 NORTH	800 NORTH	950	41	38950	5	8
790 SOUTH	580 EAST	530 EAST	235	40	9400	2	3
720 SOUTH	530 EAST	SCENIC DR	410	40	16400	3	2
530 EAST	720 SOUTH	SCENIC DR	600	40	24000	2	2
TOTAL					432,250	38	58

JOGGING/ CART PATH OVERLAYS	LENGTH	WIDTH	SQ FT
NORTH PARK TRAIL	2650	8	21200
GOLF COURSE CART PATH	278	8	2224
		TOTAL	23424

JOGGING PATH RECONSTRUCTION	LENGTH	WIDTH	SQ FT
NORTH PARK TRAIL	300	8	2400
		TOTAL	2400

SPANISH FORK CITY

2004 Asphalt Overlays & Supplies
Bid Schedule #1 Tabulation

NO.	ITEM	UNIT	QTY	Estimate		Geneva Rock Products		Staker & Parson Co.		Kilgore Paving		Average	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	2" Overlays	SQ. FT.	432,250	\$0.53	\$229,092.50	\$0.58	\$250,705.00	\$0.55	\$237,737.50	\$0.58	\$250,705.00	\$0.57	\$246,382.50
2	Lane Leveling	TON	2500	\$36.00	\$90,000.00	\$26.50	\$66,250.00	\$37.30	\$93,250.00	\$50.50	\$126,250.00	\$38.10	\$95,250.00
3	Manhole Collars	EACH	38	\$350.00	\$13,300.00	\$400.00	\$15,200.00	\$500.00	\$19,000.00	\$315.00	\$11,970.00	\$405.00	\$15,390.00
4	Valve Collars	EACH	58	\$250.00	\$14,500.00	\$300.00	\$17,400.00	\$390.00	\$22,620.00	\$215.00	\$12,470.00	\$301.67	\$17,496.67
5	Speciality Collars	EACH	3	\$550.00	\$1,650.00	\$800.00	\$2,400.00	\$595.00	\$1,785.00	\$235.00	\$705.00	\$543.33	\$1,630.00
6	Jogging/ Cart Path Overlay	SQ. FT.	23424	\$1.50	\$35,136.00	\$0.63	\$14,757.12	\$0.66	\$15,459.84	\$0.75	\$17,568.00	\$0.68	\$15,928.32
7	Jogging Path Reconstruction	SQ. FT.	2400	\$6.00	\$14,400.00	\$4.00	\$9,600.00	\$4.20	\$10,080.00	\$3.95	\$9,480.00	\$4.05	\$9,720.00
TOTAL :					\$398,078.50	TOTAL :	\$376,312.12	TOTAL :	\$399,932.34	TOTAL :	\$429,148.00	TOTAL :	\$401,797.49

Budget Allocation		Bid
B & C	\$ 450,000.00	\$351,955.00
Parks	\$ 25,000.00	\$22,956.00
Golf Course	\$ 4,000.00	\$1,401.12
TOTAL	\$ 479,000.00	\$376,312.12

SPANISH FORK CITY

2004 Asphalt Overlays & Supplies
Bid Schedule #2 Tabulation

NO.	ITEM	UNIT	QTY	Estimate		Geneva Rock Products		Staker & Parson Co.		Average	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Small Asphalt Jobs - Under 300 Tons										
	Delivered and placed by bidder.	TON	1	\$40.00	\$40.00	\$44.00	\$44.00	\$40.25	\$40.25	\$42.13	\$42.13
2	Asphalt - picked up by the City at bidders plant	TON	1	\$25.00	\$25.00	\$26.40	\$26.40	\$27.00	\$27.00	\$26.70	\$26.70
3	1" Overlays	SQ FT	1	\$0.26	\$0.26	\$0.24	\$0.24	\$0.25	\$0.25	\$0.25	\$0.25
TOTAL :					\$65.26	TOTAL :	\$70.64	TOTAL :	\$67.50	TOTAL :	\$69.07

Connie Swain

From: Richard Heap [richardh@spanishfork.org]
Sent: Thursday, August 12, 2004 3:13 PM
To: 'Connie Swain'
Subject: Petition SUVMWA 081204_E1.doc

Contract No. 04-WC-40-160

**PETITION
 OF SOUTH UTAH VALLEY MUNICIPAL WATER ASSOCIATION
 TO THE CENTRAL UTAH WATER CONSERVANCY DISTRICT
 FOR THE ALLOTMENT OF WATER FOR
 MUNICIPAL AND INDUSTRIAL USE**

THIS PETITION (“Petition”), is made this _____ day of _____ 2004, pursuant to Utah Code Annotated §17A-2-1414 and Federal Reclamation Law, Act of June 17, 1902, as amended and supplemented, among the CENTRAL UTAH WATER CONSERVANCY DISTRICT, a water conservancy district organized and existing under the laws of the State of Utah, with its principal place of business at Orem, Utah (“CUWCD”); the SOUTH UTAH VALLEY MUNICIPAL WATER ASSOCIATION, (“SUVMWA”) an organization created under authority of The Interlocal Cooperation Act, Utah Code Ann. §11-13-1 *et. seq.*, comprised of several cities in south Utah County, all of which are political subdivisions of the State of Utah, with SUVMWA’s principal place of business in Spanish Fork, Utah. The municipalities involved in SUVMWA are Springville, Mapleton, Spanish Fork, Salem, Woodland Hills, Elk Ridge, Payson, Santaquin, Genola and Goshen, (referred to as “Member Municipalities.”), with each of the Member Municipalities signing this Petition as a confirming party; and, the UNITED STATES OF AMERICA, (“United States”) acting through the Secretary of the Department of Interior (“Secretary”) or the Secretary’s duly authorized representative.

WITNESSETH:

WHEREAS, the United States of America, acting through the Bureau of Reclamation, has constructed many features of the Bonneville Unit (“Project”), as a part of the Central Utah Project (Initial Phase), a participating project of the Colorado River Storage Project; and

WHEREAS, the United States of America, acting through the Secretary, and CUWCD are

constructing the remaining features of the Project for the purpose of supplying water for irrigation, municipal, domestic, industrial, and other purposes to CUWCD for use by its petitioners and contract holders; and

WHEREAS, the United States and/or CUWCD have constructed and are currently constructing various features of the Bonneville Unit of the Central Utah Project including the Utah Lake Drainage Basin Water Delivery System (ULS System”) all of which are collectively Bonneville Unit Project Facilities (“Project Works”); and

WHEREAS, the United States, acting through the Bureau of Reclamation, and CUWCD entered into Repayment Contract No. 14-06-400-4286, dated December 28, 1965, as supplemented and amended, and particularly the supplement of November 26, 1985 (collectively, the “1965 Repayment Contract”); and

WHEREAS, the United States and CUWCD have investigated, planned, and propose to construct the Utah Lake Drainage Basin Water Delivery System of the Bonneville Unit of the Central Utah Project (“ULS”) for the storage, diversion, and distribution of waters of the Colorado River and the Bonneville Basin drainage areas for municipal and industrial (“M&I”) and other project purposes, and have complied with the National Environmental Policy Act of 1969 (“NEPA”) in regards to same; and

WHEREAS, the United States desires to make available to CUWCD the remaining project municipal and industrial water supply developed by the ULS of approximately 60,000 acre-feet, (“ULS Project Water”); and

WHEREAS, said ULS Project Water is available to CUWCD from the United States under Repayment Contract No. 04-WC-40-120 (“ULS Repayment Contract”), entered into between CUWCD and the United States for this water supply; and

WHEREAS, pursuant to the ULS Repayment Contract, CUWCD has the right to market and allot the ULS Project Water and to use Bonneville Unit features (“Project Works”), which include ULS features, to deliver ULS Project Water for use by CUWCD's petitioners and contract holders; and

WHEREAS, SUVMWA has authority to petition CUWCD for ULS Project Water to provide water for M&I secondary use within its service area; and

WHEREAS, it is the purpose of this Petition for CUWCD to market and allot a portion of the ULS Project Water to SUVMWA on the terms and conditions herein provided; and

WHEREAS, Section 1.2.1.2.5 of the Utah Lake Drainage Basin Water Delivery System Final Environmental Impact Statement imposes the following requirements for contracts executed with CUWCD relating to the ULS:

... the repayment contracts and water petitions listed in Tables 1-35 and 1-37 will include provisions requiring the water users to: 1). Comply with the State of Utah's water conservation goals consisting of a 12.5 percent reduction in per capita water use by 2020 and a 25 percent reduction in per capita water use by 2050.. .2) annual reporting of actual per capita water use; and 3) appropriate penalties if the conservation goals are not met; and

WHEREAS it is the intent of the Parties to implement this requirement through the ULS Repayment Contract and this Petition, with the understanding that this conservation obligation applies to all M&I water developed by the Bonneville Unit of the Central Utah Project, including the ULS Project Water ("B U Project Water") but that it shall not apply to B U Project Water that is used for irrigation use.

NOW THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is mutually agreed between the parties hereto as follows:

1. Petition for ULS Project Water:

(a) SUVMWA hereby petitions CUWCD for a perpetual annual allotment of 30,000 acre feet of ULS Project Water, which water supply is made available in accordance with the Utah Lake Drainage Basin Water Delivery System Final Environmental Impact Statement ("ULS [\[SEC1\]](#)FEIS") and the [\[SEC2\]](#) 2004 Supplement to the 1988 Definite Plan Report for the Bonneville Unit, Central Utah Project ("2004 DPR"). As provided herein, SUVMWA shall have the perpetual right to beneficially use the same within the boundaries of its service area.

(b) SUVMWA also petitions for a perpetual allocation of any remaining supplies of ULS Project Water that are not otherwise covered by other petitions, or that may become available for petition in the future, in accordance with the same terms and conditions set forth in this Petition.

(c) ULS Project Water will be made available to CUWCD after receipt of one or more Block

Notice(s) (“Block Notice(s)”) from the United States as provided for in the ULS Repayment Contract. Upon CUWCD’s receipt of a Block Notice(s), the ULS Project Water provided under that Block Notice(s) will be made available to SUVMWA by CUWCD through one or more CUWCD allotment notices (“Allotment Notice(s)”), which Allotment Notice(s) shall be issued to SUVMWA beginning in the year ULS Project Water is first made available to CUWCD.

(d) CUWCD will not allot ULS Project Water to any other similarly situated municipality or political subdivision in south Utah County on terms more advantageous than provided under this Petition.

2. Terms of Payments

SUVMWA agrees to pay CUWCD annually for the following separate costs in the manner and at the rates hereinafter provided, in conformance with the following:

(a) ULS Project Water Development Costs

(1) Under terms of the ULS Repayment Contract, CUWCD has acquired the right to use and market the ULS Project Water developed by construction of the ULS. CUWCD is required to pay the United States all project costs allocated to the ULS M&I water supply (including interest during construction) less the non-Federal cost share and pre-authorization investigation costs, whether such water is used or not, over a 50 year repayment period as provided for in the ULS Repayment Contract. The repayment period for water provided under each Block Notice(s) will begin when the Project Works necessary to deliver that block of ULS Project Water have been constructed and the United States has issued the Block Notice(s) to CUWCD. When CUWCD receives the Block Notice(s) from the United States, CUWCD will issue SUVMWA an Allotment Notice(s), and SUVMWA will be required to begin paying CUWCD for that portion of the ULS Project Water allotted herein provided under the Block Notice(s) and allotted herein. SUVMWA's payment obligation to CUWCD for each block of ULS Water will include interest charged at the same rate the United States charges CUWCD (3.222 percent) and will provide for a 50 year repayment period. Except to the extent the annual payment is deferred as provided by paragraph 2(a)(3) of this Petition, SUVMWA shall make its annual payment to CUWCD each year, regardless of whether ULS Project Water is used or not by SUVMWA and/or its Member

Municipalities.

(2) The repayment obligation for each block of ULS Project Water, including interest, will be specified in each Block Notice(s). It will also be specified in each corresponding Allotment Notice(s).

(3) CUWCD and its petitioners have the right under the ULS Repayment Contract to request a deferment of up to ten (10) years from the United States under the authority of the Water Supply Act of 1958 (72 Stat. 320; 43 U.S.C. §390b) (“Water Supply Act”) of all or a portion of its repayment obligation to the United States as covered in a Block Notice(s). No less than six months prior to the date when water will first be available under the initial Block Notice(s) or, under any subsequent Block Notice(s), SUVMWA may request in writing a deferment from the United States under the Water Supply Act, as authorized by the ULS Repayment Contract. The United States agrees that such deferment will be granted, provided that the terms and conditions of the Water Supply Act have been met. This means that should SUVMWA desire to begin taking and paying for all or part of its ULS Project Water, up to ten years after the date the block of ULS Project Water is first available, it will not be entitled to receive and/or use the deferred amount of water nor will it be required to pay for the deferred amount of water during the deferment period. No interest on the repayment for the deferred amount of water will accrue during the deferment period; however, at the end of the authorized deferral period, the annual payment for the ULS Project Water will be higher since SUVMWA will be required to pay for the deferred amount of water over a shorter amortization period.

(4) The repayment amount described herein is estimated to be \$293.32 [\[SEC3\]](#)per acre-foot based on estimated construction costs. The amount reflecting actual construction costs available as of the date the Block Notice(s) is issued will be specified in the Block Notice(s) and in the Allotment Notice(s). SUVMWA will pay to CUWCD initially an amount equal to 66 percent (66%) of CUWCD’s repayment obligation to the United States for the allotted ULS Project Water, which includes principal and interest. CUWCD will initially pay thirty-four percent (34%) of said repayment obligation through its Ad Valorem tax revenues and miscellaneous revenues for the ULS Project Water allotted herein. CUWCD reserves the right to modify or eliminate this subsidy at anytime, upon giving SUVMWA at

least one-year's prior written notice. Any decrease in the percentage amount paid by CUWCD towards said repayment obligation, will result in an offsetting increase in the percentage of CUWCD'S repayment obligation to be paid by SUVMWA.

(5) As set forth in the ULS Repayment Contract, each Block Notice(s) will be re-examined periodically by the United States, at intervals no longer than five (5) years after water is first made available to determine whether during the preceding period changes have occurred to justify the amendment of the Block Notice(s), and if so, the United States shall amend the Block Notice(s) and payment schedules to reflect such changes. CUWCD thus reserves the right to amend the Allotment Notice(s) to conform to any amended Block Notice(s). For example, a change in the allocation of ULS Project Water development costs may result in an amended Block Notice(s) being issued to CUWCD that changes CUWCD's repayment obligation to the United States. CUWCD would then issue an amended Allotment Notice(s)^[SEC4] to SUVMWA to reflect the changes to the repayment obligation that are applicable to SUVMWA. Each Allotment Notice(s) and any amendments thereto issued pursuant to this Petition shall become a part of this Petition.

(6) Pursuant to section 210 of the Central Utah Project Completion Act, Titles II through VI of the Act of October 30, 1992 (Public Law 102-575), as amended by the Acts of October 2, 1996, and December 19, 2002 ("CUPCA"), the United States allows CUWCD to prepay all or a portion of its repayment obligations under the ULS Repayment Contract. Any pre-payment that CUWCD may choose to make to the United States will not change SUVMWA's payment obligation to CUWCD under this Petition, which payments must be made on an annual basis throughout the repayment period. CUWCD agrees to consider in good faith any request received from SUVMWA to allow SUVMWA to prepay all or some portion of its payment obligation to CUWCD.

(7) Payments required herein from SUVMWA for ULS Project Water shall be paid by SUVMWA to CUWCD annually during the repayment period specified in the Allotment Notice(s). Each payment must be made within 30 days of the date of billing. Such payment shall be made on all ULS Project Water under Allotment Notice(s) regardless of whether all or any portion of the ULS Project Water allotted from CUWCD is used by SUVMWA and/or its member municipalities.

(b) Operation, Maintenance and Replacement (“OM&R”) Costs of Project Works.

(1) CUWCD shall operate, maintain, and replace the Project Works. CUWCD will convey and deliver the ULS Project Water allotted herein to SUVMWA in accordance with the ULS FEIS, the 2004 DPR and this Petition. SUVMWA shall pay its fair and equitable share of annual OM&R costs as determined by CUWCD, following an opportunity for review and comment by SUVMWA, in a manner approved by the CUWCD’s Board of Trustees that will make a fair and reasonable allocation of costs among all similarly situated Petitioners. OM&R costs are computed based on Project Water under allotment.

(2) The OM&R costs for ULS Project Water shall be computed annually based on a water year from November 1 through October 31. These costs shall be billed to SUVMWA, and SUVMWA shall pay to CUWCD the amount so billed within 30 days from the date the billing from CUWCD is received by SUVMWA. The OM&R payments provided for herein shall be paid regardless of whether all or any portion of the ULS Project Water is used by SUVMWA.

(3) In the event SUVMWA disputes the amount of billed OM&R costs, SUVMWA shall timely pay any undisputed amount. The disputed amount shall be retained by SUVMWA. The issue regarding payment of the amount in dispute shall be referred to the United States for decision, which decision shall be binding on SUVMWA and CUWCD. Any remaining amount finally determined by the United States to be due shall be paid to CUWCD by SUVMWA within 30 days of receipt of written notice of such final determination.

(c) Payments to OM&R Reserve Fund Accounts.

(1) The 1965 Repayment Contract requires CUWCD to maintain a replacement reserve fund account and an emergency reserve fund account for operation, maintenance and replacement (“OM&R”) of Project Works, and CUWCD requires the maintenance of a CUWCD OM&R reserve fund account. SUVMWA shall pay to CUWCD a pro-rata share, based on SUVMWA’s relative percentage hereunder of the total quantity of ULS Project Water under the Block Notice(s), of CUWCD’s obligation to maintain said fund accounts as may reasonably be modified in rate or amount by action of CUWCD’s Board of Trustees.

(2) The amount specified shall be billed to SUVMWA at the same time and in the same manner as the annual OM&R assessment. SUVMWA shall pay to CUWCD the amount so billed within 30 days from the date the billing from CUWCD is received by SUVMWA. The OM&R reserve fund account payments provided for herein shall be paid regardless of whether all or any portion of the ULS Project Water is used by SUVMWA.

(3) In the event SUVMWA disputes the amount of billed reserve costs, SUVMWA shall timely pay any undisputed amount. The disputed amount shall be retained by SUVMWA. The issue regarding payment of the amount in dispute shall be referred to the United States for decision, which decision shall be binding on SUVMWA and CUWCD. Any remaining amount finally determined by the United States to be due shall be paid by SUVMWA to CUWCD within 30 days of receipt of written notice of such final determination

(d) Obligations Not Considered Debt. **[CHECK WITH BOND COUNSEL]**

It is intended that the financial obligations of SUVMWA in Paragraphs 2(a), (b), and (c), hereof, shall not constitute or give rise to a general obligation or debt of SUVMWA or its member municipalities, many of whom are municipalities, nor shall it constitute or give rise to a loan of its or their credit within the meaning of any constitutional or statutory limitation, nor constitute or give rise to a charge against SUVMWA or any of its member municipalities' general credit or taxing powers. Accordingly, amounts due and payable hereunder shall be payable from its water system revenues or from its other legally available funds by SUVMWA.

(e) Tax Exemption. **[CHECK WITH BOND COUNSEL]**

(1) Some of SUVMWA'S member municipalities are municipalities that will use that portion of the water allocated to it by SUVMWA and under this Petition to supply water to its water system customers. No such municipal customer of SUVMWA will enter into any arrangement that conveys special legal entitlement for use of the ULS Project Water. Such ULS Project Water will be supplied either on the basis of (i) rates that are generally applicable and uniformly applied, or, (ii) different rates that apply to different classes of users, if the differences are customary and reasonable.

(2) SUVMWA will require each of its municipal customers in their Water Sales

Contracts to comply with the provisions of the foregoing paragraph (2)(e)(1) in order to preserve and protect the tax-exempt status of interest on CUWCD=s bonds under the Internal Revenue Code of 1986, as amended. The provisions of paragraph (2)(e)(1) may be amended or not observed if CUWCD receives an opinion of nationally recognized bond counsel acceptable to CUWCD to the effect that such amendment or non-observance will not result in the loss of any exemption for the purpose of federal income taxation to which interest on CUWCD=s bonds is otherwise entitled.

(f) Cost Reference Point

As a cost reference point, it is estimated for a 50 year repayment period that SUVMWA will be required to pay an annual cost per acre-foot of ULS Project Water (under paragraph 2 herein) based on the estimates contained in the 2004 DPR using 2002 dollars as follows:

(1)	66% of ULS Project Water Development Costs ^[1] :	\$193.59
(2)	OM&R Costs	\$ 7.21
(3)	Payments to OM&R Reserve Funds	\$ <u>1.20</u>
Total estimated initial cost per acre-foot of Project		
Water - sum of (1), (2), and (3)		\$202.00

3. Delivery of ULS Project Water by CUWCD

(a) ULS Project Water allotted herein is to be made available to SUVMWA from Strawberry Reservoir at delivery points located at various turnouts along the ULS pipelines. All deliveries will be measured through measuring devices located at Project Works.

(b) SUVMWA shall bear a proportionate share of all ULS Project Water conveyance losses from said measurement point at Strawberry Reservoir to the secondary points of delivery to SUVMWA at various turnouts along the ULS Pipeline. The location of the turnouts to SUVMWA shall be mutually agreed upon by the parties, and shall be consistent with the ULS FEIS and the 2004 DPR.

(c) CUWCD shall provide proper measuring devices at each point of delivery to SUVMWA from the Project Works. SUVMWA shall provide any other proper measuring devices within its distribution system.

(d) No liability shall accrue against CUWCD, or the United States, or any of their officers,

agents or employees, for any damages, direct or indirect, sustained by SUVMWA and/or persons acting by, through or under SUVMWA in the event of shortages of ULS Project Water, or CUWCD's inability to deliver ULS Project Water to SUVMWA, not resulting from CUWCD's negligence, or shortages caused by drought, hostile diversion, prior or superior claims, or other similar causes not within the control of CUWCD.

4. Perpetual Nature of Delivery.

The ULS Project Water allotment is made in perpetuity from the time it is committed to SUVMWA under Allotment Notice(s) [\[SECS\]](#) pursuant to the Block Notice(s) .

5. Use and Delivery of ULS Project Water by SUVMWA

(a) SUVMWA and its Member Municipalities shall use the ULS Project Water available to SUVMWA under Allotment Notice(s) only as secondary M&I water for municipal irrigation use in accordance with the ULS FEIS and the 2004 DPR unless otherwise agreed to by the United States and CUWCD. Any such other agreement for use of the ULS Project Water may require additional NEPA compliance.

(b) Subject to the approval of CUWCD and the United States, ULS Project Water may be utilized by SUVMWA by change application or exchange application under Utah law filed by the United States or by SUVMWA upon receipt of prior written consent of the United States and CUWCD. Any such consent may require additional NEPA compliance.

(c) It shall be SUVMWA's responsibility to provide the works and make the necessary arrangements, including any carriage agreements, or approval of any change or exchange applications from the Division of Water Rights, to convey the ULS Project Water from the points of delivery as described herein to the places of use. SUVMWA shall construct, operate, maintain and replace, without cost to CUWCD or the United States, any works or facilities used for exchange, storage facilities and water distribution systems and their appurtenant facilities necessary to convey or exchange the ULS Project Water from the points of delivery to the place or places of use for secondary municipal irrigation.

6. Return Flows

It is estimated that approximately 9660 [\[SEC6\]](#)acre feet of water will flow to Utah Lake as direct return flows from secondary M&I use within the Member Municipalities of SUVMWA. To the extent possible, maintenance of historic inflows to Utah Lake is important to Bonneville Unit operations to protect the ability of the CUWCD to exchange water to Jordanelle Reservoir. Accordingly, return flows to Utah Lake from use of ULS Project Water under this Petition will only be available for recapture and recycling by SUVMWA and/or its Member Municipalities with the express written consent of the CUWCD and the United States. The return flows generally will be reused for Bonneville Unit purposes in Utah Lake to maintain Utah Lake levels and to help satisfy prior water rights as required to allow the exchange of water to Jordanelle Reservoir. The parties acknowledge that the United States, pursuant to the ULS Repayment Contract, has reserved for Project Purposes all of the waste, seepage, and return flow water derived from ULS Project Water delivered pursuant to this Petition.

7. Sales of ULS Project Water Restricted

SUVMWA shall not market or deliver the ULS Project Water allotted herein or any part thereof outside of the boundaries of SUVMWA's service area, unless approved by the CUWCD and the United States. Any such other agreement may require additional NEPA compliance.

8. Compliance with Water Conservation Requirements

(a) SUVMWA will comply with the State's water conservation goals of reducing per capita water use within SUVMWA's service area by 12.5 percent by the year 2020, and by 25 percent by the year 2050 ("Conservation Goals").

(b) Commencing in the year 2005 and continuing thereafter until 2050, SUVMWA agrees to report annually to CUWCD its average annual per capita water use within SUVMWA's service area. The Annual Report shall be submitted to CUWCD on or before May 1 of each year to enable CUWCD to file its Annual Report with the Director, Utah Division of Water Resources and the Secretary's authorized representative(s) on or before June 1 of each year. Using the per capita water use data from the year 1995 as the base year for comparison, SUVMWA's Annual Report will include updated graphs showing average per capita water use throughout its service area. Each graph will include a plotted line ("Target Line") showing the required annual conservation savings necessary to achieve the goal of 12.5 percent reduction by 2020 and 25 percent reduction by 2050, actual yearly per capita use data points, and a linear regression of those data points ("Actual Progress Line"). The annual data points for the Actual Progress Line will begin in 1995 and extend through 2050. The regression line is intended to compensate for year to year variations in climatic and economic conditions that affect per capita water use. The Annual Report shall be prepared in a format that is acceptable to the Secretary and shall be available for public review. CUWCD will certify in its Annual Report the extent to which its petitioners have made annual progress towards achieving the required Conservation Goals.

(c) The Annual Report shall identify which petitioners have not made annual progress towards meeting the Conservation Goals and by what amount.

(d) In the event CUWCD fails to annually certify or cannot annually certify to the Secretary in its Annual Report that its petitioners have made the required annual progress towards meeting the Conservation Goals, then CUWCD shall implement the following corrective measures:

(1) Before the end of the year following any year in which CUWCD did not or could not certify that the required annual progress has been made towards meeting the Conservation Goals, CUWCD shall surcharge the petitioner or petitioners who substantially have not complied with the annual per capita water use reduction.

(2) The surcharge for the first year of substantial non-compliance shall be five percent (5%) of the petitioner's annual repayment obligation for all Project Water then available to the petitioner under Allotment Notices, less any Project Water that has been turned back by Petitioner to CUWCD and the Secretary under §207 of CUPCA.

(3) The surcharge for the second consecutive year of substantial non-compliance shall be ten percent (10%) of the petitioner's annual repayment obligation for all Project Water then available to the petitioner under Allotment Notices, less any Project Water that has been turned back by Petitioner to CUWCD and the Secretary under §207 of CUPCA.

(4) The surcharge for the third consecutive year of substantial non-compliance, and any subsequent consecutive years of substantial non-compliance, shall be fifteen percent (15%) of the petitioner's annual repayment obligation for all Project Water then available to the petitioner under District Allotment Notices, less any Project Water that has been turned back by Petitioner to CUWCD and the Secretary under §207 of CUPCA.

(5) If CUWCD determines that compliance has been accomplished within 12 months of the determination of substantial non-compliance, CUWCD shall refund 100 percent (100%) of the collected surcharge, unless the collected surcharge has been expended on water conservation projects as provided in paragraphs (f) and (g) hereof.

(6) The right to impose this surcharge is hereby expressly reserved by CUWCD in this Petition for ULS Water, and SUVMWA hereby agrees that any surcharge so levied by CUWCD shall be paid in addition to the annual repayment obligation of the petitioner as set forth in the individual Allotment Notice(s). The surcharge shall be due and payable at the same time and manner as Petitioner's annual repayment contract payment is due.

(e) For purposes of this Agreement, a determination of annual progress will be made by CUWCD by comparing the Actual Progress Line to the Target Line. The first year of comparison will be

2005. Thereafter, the comparison will be made each year through the year 2050. Annual progress will be certified by CUWCD when the end of the Actual Progress Line is at or below the Target Line. CUWCD will determine that substantial non-compliance has occurred in a year in which the end of the Actual Progress Line is above the Target Line. Penalties for substantial non-compliance are described in Paragraph 10(d) above.

(f) The collected surcharge will be deposited into a segregated interest-bearing account (Conservation Account) that will be maintained and managed by CUWCD. Surcharges collected and deposited to the Conservation Account, together with accrued interest thereon, will be used by CUWCD to help fund water conservation projects developed under Section 207 of CUPCA within the service area of the petitioner who fails to substantially comply with the annual reduction of per capita water use.

(g) Water conservation projects to be developed under Section 207 of CUPCA aimed at reducing the per capita water use within CUWCD's service area may include, but are not hereby limited to, construction of new water-saving delivery and storage facilities; payment of incentives for removal of traditional lawns and groundcover and their replacement with water-wise landscaping; development of staged, conservation-incentive billing; funding of education programs, etc.

(1) Determinations on the particular programs to be funded from the Conservation Account and the manner in which such account is administered shall be made by CUWCD's Board of Trustees ("Trustees") and the Secretary's authorized representative(s).

(2) The decision of the Trustees shall be subject to the approval of the Secretary prior to disbursement of any funds from the Conservation Account. Any funds not disbursed in any single year shall be carried over in the Conservation Account for use in subsequent years.

(3) In any event, all funds in the Conservation Account must be disbursed by the end of 2055. At that time, the Conservation Account shall be discontinued and the Trustees shall no longer have responsibility for the administration thereof.

9. Section 207 Water Conservation Contracts

Pursuant to Section 207(b)(4) of CUPCA, all ULS Project Water saved through the implementation of a conservation measure approved by the United States may be retained by SUVMWA for its own use or disposition. SUVMWA may, in its sole discretion, make available to CUWCD water

equivalent to the water saved, which CUWCD may make available to the United States, to be used for instream flows in addition to the stream flow requirements established by Section 303 of CUPCA. If such saved ULS Project Water is made available to the United States, the United States shall reduce the annual contractual repayment obligation of CUWCD for any such ULS Project Water equal to the ULS Project Water repayment obligation for delivered water, including operation and maintenance expenses, for water saved for instream flows. CUWCD shall credit or rebate to SUVMWA its proportionate share of CUWCD's repayment savings for reductions in deliveries of ULS Project Water as a result of this provision.

10. Water Sales Contracts[\[SEC7\]](#)

SUVMWA shall allocate the ULS Project Water to those individual Member Municipalities that comprise SUVMWA who desire to use of ULS Project Water on such terms and conditions as SUVMWA and its Member Municipalities agree upon. In allocating the ULS Project Water, SUVMWA may provide for the reallocation of ULS Project Water among the various Member Municipalities in the event one such member requires more or less water than it initially allocated to it. Each Member Municipality, as a condition to the CUWCD's acceptance of this Petition, has adopted the ordinance attached hereto authorizing each Member Municipality to sign this Petition to secure its performance under the Water Sales Contracts to SUVMWA and SUVMWA's obligations to the CUWCD under this Petition. The Member Municipalities may apportion the obligation created by this Petition among them in the same proportion as the quantity of M&I ULS Project Water allocated to them by SUVMWA. If the amount of M&I ULS Project Water allocated adjusted among the Member Municipalities, as provided herein, the proportionate share of the obligation to be paid by each Member Municipality through SUVMWA shall be similarly adjusted among them. Copies of all allocation agreements shall be kept on file with the CUWCD and SUVMWA.

11. Quantity of Water Delivered

(a) Subject to CUWCD's operating criteria, ULS Project Water shall be released from Strawberry Reservoir; provided, however, that any ULS Project Water remaining in storage at midnight on October 31 of each year shall revert to CUWCD.

(b) In the event of shortage, deliveries of the ULS Project Water allotted hereunder shall be

reduced in proportion to the total ULS Project Water supply available for M&I use, as determined by CUWCD. Payments to CUWCD provided herein shall not be reduced because of any such shortage.

(c) It is acknowledged that the sale and delivery of ULS Project Water is subject to the terms and conditions of the Agreement of February 27, 1980, by and among the United States, the State of Utah, and CUWCD relating to the maintenance of minimum stream flows at locations within the Duchesne and Strawberry River drainages and the September 13, 1990, Amendment to Agreement (both collectively referred to herein as the "Instream Flow Agreement"). The Instream Flow Agreement provides that in the event of shortages, the shortages will be shared on a pro-rata basis between the water committed for instream flows and that portion of the ULS Project Water committed for transmountain diversion for irrigation use. Water for M&I uses shall have a higher priority than either irrigation water or minimum stream flow water; provided, however, that this priority shall not apply to Bonneville Unit irrigation water developed by the Project converted to M&I use as authorized in the 1965 Repayment Contract.

12. Collection of Fees and Charges

SUVMWA will levy and collect all necessary fees, charges, and assessments from its member municipalities in sufficient amounts to pay to CUWCD all separate costs required by Paragraph 2 herein ("Petition Payments"). SUVMWA shall pay to CUWCD the full amount of the Petition Payments regardless of whether SUVMWA collects the full amount of its annual fees, charges, and assessments from its Member Municipalities.

13. Refusal of Water in Case of Default

No ULS Project Water shall be delivered to SUVMWA if it is in arrears for more than 30 days in the payment to CUWCD of any payment required by this Petition. Deliveries shall resume upon payment in full of any such arrearage and any interest and penalties imposed by this Petition. Funds received to cure this arrearage shall be first applied by CUWCD to payment of accrued interest, then to payment of any penalties, and then towards the reduction of principal.

14. Modification of Petition

(a) If SUVMWA determines that the quantity of ULS Project Water petitioned for is in excess of SUVMWA's needs and that other water users within CUWCD have a need for this ULS Project Water, CUWCD, with the approval of SUVMWA and the United States, may modify the Petition by reducing the total number of acre-feet of ULS Project Water allotted to SUVMWA and by making a corresponding reduction in SUVMWA's payment obligations.

(b) If SUVMWA notifies CUWCD that it no longer has a need for any of the ULS Project Water, CUWCD, in its sole discretion, may terminate this Petition, which termination is subject to the approval of the United States. In the event of termination, SUVMWA shall be relieved of any future obligation under the Petition, but termination shall not relieve SUVMWA of its obligation to pay CUWCD any past due charges under paragraph 2 of this Petition.

(c) If CUWCD cannot locate another petitioner acceptable to CUWCD for this ULS Project Water, or if the United States will not consent to the termination of the Petition, the Petition shall remain in full force and effect.

15. Delinquency Charges

Every payment required under this Petition which shall remain unpaid after it shall have become due and payable shall be subject to interest in the amount of one percent (1%) of the delinquent amount per month from the date of delinquency until such time as the delinquent amount and all accrued interest has been paid in full; provided, however, that no interest shall be charged to or paid by SUVMWA unless such delinquency continues for more than thirty (30) days.

16. Petition Subject to the ULS Repayment Contract

This Petition is expressly made subject to the terms and conditions of the ULS Repayment Contract, Contract No. 04-WC-40-120, between CUWCD and the United States.

17. Equal Employment Opportunity

As required by the ULS Repayment Contract, during the performance of this contract, SUVMWA agrees as follows:

(1) SUVMWA will not discriminate against any employee or applicant for employment because

of race, color, religion, sex, disability, or national origin. SUVMWA will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUVMWA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the United States setting forth the provisions of this nondiscrimination clause.

(2) SUVMWA will, in all solicitations or advertisements for employees placed by or on behalf of SUVMWA; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

(3) SUVMWA will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the United States, advising the labor union or workers' representative of SUVMWA's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) SUVMWA will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) SUVMWA will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of SUVMWA's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and SUVMWA may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965,

and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

18. Compliance with Laws

SUVMWA shall, within its legal authority, comply fully with all applicable federal laws, orders and regulations, and the laws of the State of Utah, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts or other pollutants. SUVMWA shall similarly comply with all applicable federal laws, orders and regulations, and the laws of the State of Utah, all as administered by appropriate authorities, concerning the pollution of air with respect to radio-active materials or other pollutants.

19. Rule Making Authority

SUVMWA and CUWCD reserve the right to adopt rules and regulations, and to exercise their full statutory powers, including specifically the right to amend their rates, rules and their regulations in the future, and the right to exercise their statutory powers, as they now exist or are amended or enacted in the future, and it is expressly agreed that SUVMWA and CUWCD, by signing this Petition, have not surrendered any of their rights in this regard.

20. Subject To Construction of Facilities and Appropriation of Funds

This Petition is subject to the United States and CUWCD constructing facilities essential for the delivery of water committed hereby and to water being available under the Bonneville Unit water rights. The expenditure of any money, or the performance of any work by the United States and or CUWCD, which may require appropriations of money by Congress, or the allotment of funds, shall be contingent upon such appropriations or allotments being made. The failure of Congress to so appropriate funds, or the absence of any allotment of funds, shall not relieve SUVMWA or its Member Municipalities from any obligations under Allotment Notice(s) given under this Petition for ULS Project Water already being delivered, and no liability shall accrue to the United States or CUWCD in case such funds are not appropriated or allotted and ULS Project Water is not delivered.

21. Water Conservancy Act of Utah

This Petition shall be subject to the Water Conservancy Act of Utah, Title 17A, Chapter 2,

Section 1401 *et seq.* Utah Code Annotated, as it may be amended from time to time; the rules and regulations of the Board of Trustees of CUWCD as adopted from time to time; and, the ULS Repayment Contract and the 1965 Repayment Contract as amended and supplemented; provided that such amendments, rules, regulations and contracts shall not impair SUVMWA's rights, duties and obligations under this Petition.

22. Federal Law

This Petition is subject to all applicable Federal laws, particularly the Federal Reclamation Law, Act of June 17, 1902, (32 Stat. 388) and all acts amendatory and supplementary thereto.

23. Termination of Petition

CUWCD may terminate this Petition by written notice to SUVMWA if SUVMWA is in arrears more than 12 months in any payments owed to CUWCD under Paragraph 2 of this Petition. Notwithstanding the foregoing, neither CUWCD nor SUVMWA shall have the right to terminate this Petition without the express approval of the United States, which approval shall not be unreasonably withheld.

24. Assignment Limited - Successors and Assigns Obligated

The provisions of this Petition shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Petition by SUVMWA, or any part or interest therein, shall be valid until approved in writing by CUWCD and the United States.

25. Notices

Any notice, demand, or request authorized or required by this contract shall be deemed to have been given to the United States when mailed, postage prepaid, or delivered to the Program Director, Central Utah Project Completion Act Office, Department of Interior, 302 East 1860 South, Provo Utah, 84606; to CUWCD when mailed, postage prepaid, or delivered to the General Manager, Central Utah Water Conservancy District, 355 West University Parkway, Orem Utah 84058; and to SUVMWA when mailed, postage prepaid, or delivered to the Chairman , South Utah Valley Municipal Water Association, P. O. Box 412, Spanish Fork, Utah , Utah 84660. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

26. Officials Not to Benefit

No Member of or Delegate to the Congress, Resident Commissioner, or official of the CUWCD and/or SUVMWA shall benefit from this contract other than as a water user or landowner in the same manner as other water users or landowners.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first written above.

**CENTRAL UTAH WATER
CONSERVANCY DISTRICT**

By: _____
President, Board of Trustees

ATTEST:

Secretary

**UNITED STATES OF AMERICA
DEPARTMENT OF INTERIOR**

By: _____
Ronald Johnston, Program Director

APPROVED:

Office of the Regional Solicitor
Christopher B. Rich, Esq.

SOUTH UTAH VALLEY MUNICIPAL WATER ASSOCIATION

By: _____
[name]
Its: President

Attest: _____
By: [name]
Its: Recording Secretary

Elk Ridge Town

SEAL

Attest: City Recorder

[name]
Mayor

Genola Town

SEAL

Attest: City Recorder

[name]
Mayor

Goshen Town

SEAL

Attest: City Recorder

[name]
Mayor

Mapleton City

SEAL

Attest: City Recorder

[name]
Mayor

Payson City

SEAL

Attest: City Recorder

[name]
Mayor

Salem City

SEAL

Attest: City Recorder

[name]
Mayor

Santaquin City

SEAL

Attest: City Recorder

[name]
Mayor

Spanish Fork City

SEAL

Attest: City Recorder

[name]
Mayor

Springville City

SEAL

Attest: City Recorder

[name]
Mayor

Woodland Hills Town SEAL

Attest: City Recorder

[name]
Mayor

RESOLUTION

Be it and it is hereby resolved that the Governing Authority of the South Utah Valley Municipal Water Association has approved that certain Petition to the Central Utah Water Conservancy the District for an allotment of water for municipal and industrial use, designated *Petition of South Utah Valley Municipal Water Association to the Central Utah Water Conservancy District for the Allotment of Water for Municipal and Industrial Use*, and hereby authorizes its officers to execute said Petition on its behalf.

CERTIFICATE

I _____, Secretary of the South Utah Valley Municipal Water Association do hereby certify that the foregoing is a full, true, and correct copy of the resolution passed by the Governing Authority of the South Utah Valley Municipal Water Association at a meeting held on the _____ day of _____, 2004. I further certify that at said meeting _____ Governing Authority Members were present, that _____ Governing Authority Members voted in favor of said resolution and that _____ Governing Authority Members voted against said resolution. I further certify that the total number of Governing Authority Members of South Utah Valley Municipal Water Association is _____.

Dated this _____ day of _____, 2004.

Secretary

ACKNOWLEDGMENT

STATE OF UTAH)

:ss

COUNTY OF UTAH)

On the _____ day of _____, 2004, personally appeared before me _____ and _____, who being by me duly sworn, did say that _____ is the Secretary and Chairman of South Utah Valley Municipal Water Association, and that the aforesaid Petition to the Central Utah Water Conservancy the District was signed on behalf of said the Association by authority of a resolution of its Governing Authority at a regular meeting of said Governing Authority, and at which a quorum of the Governing Authority was in attendance, and the said _____ and the said _____ acknowledged to me that said the South Utah Valley Municipal Water Association executed the same.

My Commission Expires:

Notary Public

Residing at _____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF PETITION TO THE CENTRAL UTAH WATER CONSERVANCY DISTRICT FOR ALLOTMENT OF WATER FOR MUNICIPAL AND INDUSTRIAL USE

WHEREAS, City of _____ (the "City"), a member Municipality of the South Utah Valley Municipal Water Association, ("Association"), desires to Petition the Central Utah Water Conservancy District ("District"), individually and collectively through the Association, for an Allotment of Water for Municipal and Industrial Use to provide a needed water supply for the inhabitants of the City, in accordance with U. C. A. §17A-2-1414 of the Utah Water Conservancy District Act, as amended; and

WHEREAS, the City Council ("Council") has determined that it is necessary, desirable and in the best interests of the City to authorize the execution and delivery of the Petition by the City and the Association and the taking of other necessary actions in connection therewith;

NOW, THEREFORE, BE IT ORDAINED by the Council of City as follows:

Section 1. Execution, Delivery and Filing of the Petition. The Petition, in substantially the form attached hereto, is hereby authorized and approved and the Mayor is hereby authorized, empowered and directed to execute and deliver the Petition on behalf of the City, and that the City is bound thereby, and that the Association is hereby expressly authorized to execute the Petition on behalf of the Association and its Member Municipalities. The City Recorder is hereby authorized, empowered and directed to countersign and affix the corporate seal of the City to the Petition and to attest such seal, the execution thereof to constitute conclusive evidence of such approval. Promptly upon its execution, the Petition shall be filed in the official records of the City as required by Section 11-13-10, Utah Code Annotated 1953, as amended and shall be published and posted as required by law.

Section 2. Miscellaneous; Effective Date.

(a) All previous acts and ordinance in conflict with this ordinance or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this ordinance shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This ordinance shall take effect immediately upon its adoption, approval, publication and posting.

ADOPTED AND APPROVED this _____ day of _____, 2004.

[SEAL]

MAYOR

ATTEST: CITY RECORDER

CERTIFICATE

STATE OF UTAH)
)
COUNTY OF UTAH)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Recorder of the City of _____. I further certify, according to the records of the City of _____ in my official position and upon my own knowledge and belief, that:

(1) the City of _____ (“City”) is a duly organized and existing municipality under the provisions of the _____; the legislative powers of the City are by law vested in a City Council composed of _____ members (“Council”); and neither the corporate existence of the City, nor the titles of the members of the Council or the officers of the City are being contested;

(2) the Council met in regular public session on _____, 2004, (the “Meeting”), to consider and act upon the items listed on the Notice of Public Meeting attached as EXHIBIT A hereto (the “Notice”), which included, among other things, consideration of the Ordinance attached hereto (the “Ordinance”);

(3) the Meeting was held at the regular meeting place of the Council within the boundaries of the City, as set forth in the Notice of Annual Meeting Schedule for 2004 which had been posted and provided in accordance with Section 52-4-6(1), Utah Code Annotated 1953, as amended;

(4) in accordance with the requirements of Section 52-4-6(2), Utah Code Annotated 1953, as amended, not less than 24 hours’ public notice of the agenda, date, time and place of the Meeting was given by the posting of the Notice at the principal office of the Council and by providing a copy of the Notice to a newspaper of general circulation within the geographic jurisdiction of the City or to a local media correspondent;

(5) a quorum of the Council was present and acting throughout the Meeting; during the Meeting, the Ordinance was introduced in written form and, pursuant to motion duly made and seconded, was adopted and approved by a vote of at least a majority of the members of the Council present and voting at the Meeting;

(6) The Ordinance was signed by the Mayor and was sealed and the seal attested by the undersigned as Secretary of the Council, and the Ordinance, its exhibits, and the minutes of the Meeting are recorded in the official records of the City.

(7) The Petition has been approved by an attorney duly authorized by the City as being in proper form and compatible with the laws of the State of Utah; and a true, correct and

complete copy of the Petition has been filed in the office records of the City in compliance with law; and,

(8) All conditions, acts and things required by law to exist, to have happened and to be performed by the City preliminary to and in connection with the execution and delivery of the Petition exist, have happened and have been performed.

IN WITNESS WHEREOF, I have subscribed my official signature and impressed or imprinted hereon the official seal of the City this day, _____, 2004.

CITY RECORDER

[SEAL]

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF PETITION TO THE CENTRAL UTAH WATER CONSERVANCY DISTRICT FOR ALLOTMENT OF WATER FOR MUNICIPAL AND INDUSTRIAL USE

WHEREAS, City of _____ (the "City"), a member Municipality of the South Utah Valley Municipal Water Association, ("Association"), desires to Petition the Central Utah Water Conservancy District ("District"), individually and collectively through the Association, for an Allotment of Water for Municipal and Industrial Use to provide a needed water supply for the inhabitants of the City, in accordance with U. C. A. §17A-2-1414 of the Utah Water Conservancy District Act, as amended; and

WHEREAS, the City Council ("Council") has determined that it is necessary, desirable and in the best interests of the City to authorize the execution and delivery of the Petition by the City and the Association and the taking of other necessary actions in connection therewith;

NOW, THEREFORE, BE IT ORDAINED by the Council of City as follows:

Section 1. Execution, Delivery and Filing of the Petition. The Petition, in substantially the form attached hereto, is hereby authorized and approved and the Mayor is hereby authorized, empowered and directed to execute and deliver the Petition on behalf of the City, and that the City is bound thereby, and that the Association is hereby expressly authorized to execute the Petition on behalf of the Association and its Member Municipalities. The City Recorder is hereby authorized, empowered and directed to countersign and affix the corporate seal of the City to the Petition and to attest such seal, the execution thereof to constitute conclusive evidence of such approval. Promptly upon its execution, the Petition shall be filed in the official records of the City as required by Section 11-13-10, Utah Code Annotated 1953, as amended and shall be published and posted as required by law.

Section 2. Miscellaneous; Effective Date.

(a) All previous acts and ordinance in conflict with this ordinance or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this ordinance shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This ordinance shall take effect immediately upon its adoption, approval, publication and posting.

ADOPTED AND APPROVED this _____ day of _____, 2004.

[SEAL]

MAYOR

ATTEST: CITY RECORDER

CERTIFICATE

STATE OF UTAH)
)
COUNTY OF UTAH)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Recorder of the City of _____. I further certify, according to the records of the City of _____ in my official position and upon my own knowledge and belief, that:

(1) the City of _____ (“City”) is a duly organized and existing municipality under the provisions of the _____; the legislative powers of the City are by law vested in a City Council composed of _____ members (“Council”); and neither the corporate existence of the City, nor the titles of the members of the Council or the officers of the City are being contested;

(2) the Council met in regular public session on _____, 2004, (the “Meeting”), to consider and act upon the items listed on the Notice of Public Meeting attached as EXHIBIT A hereto (the “Notice”), which included, among other things, consideration of the Ordinance attached hereto (the “Ordinance”);

(3) the Meeting was held at the regular meeting place of the Council within the boundaries of the City, as set forth in the Notice of Annual Meeting Schedule for 2004 which had been posted and provided in accordance with Section 52-4-6(1), Utah Code Annotated 1953, as amended;

(4) in accordance with the requirements of Section 52-4-6(2), Utah Code Annotated 1953, as amended, not less than 24 hours’ public notice of the agenda, date, time and place of the Meeting was given by the posting of the Notice at the principal office of the Council and by providing a copy of the Notice to a newspaper of general circulation within the geographic jurisdiction of the City or to a local media correspondent;

(5) a quorum of the Council was present and acting throughout the Meeting; during the Meeting, the Ordinance was introduced in written form and, pursuant to motion duly made and seconded, was adopted and approved by a vote of at least a majority of the members of the Council present and voting at the Meeting;

(6) The Ordinance was signed by the Mayor and was sealed and the seal attested by the undersigned as Secretary of the Council, and the Ordinance, its exhibits, and the minutes of the Meeting are recorded in the official records of the City.

(7) The Petition has been approved by an attorney duly authorized by the City as being in proper form and compatible with the laws of the State of Utah; and a true, correct and

complete copy of the Petition has been filed in the office records of the City in compliance with law; and,

(8) All conditions, acts and things required by law to exist, to have happened and to be performed by the City preliminary to and in connection with the execution and delivery of the Petition exist, have happened and have been performed.

IN WITNESS WHEREOF, I have subscribed my official signature and impressed or imprinted hereon the official seal of the City this day, _____, 2004.

CITY RECORDER

[SEAL]

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF PETITION TO THE CENTRAL UTAH WATER CONSERVANCY DISTRICT FOR ALLOTMENT OF WATER FOR MUNICIPAL AND INDUSTRIAL USE

WHEREAS, City of _____ (the "City"), a member Municipality of the South Utah Valley Municipal Water Association, ("Association"), desires to Petition the Central Utah Water Conservancy District ("District"), individually and collectively through the Association, for an Allotment of Water for Municipal and Industrial Use to provide a needed water supply for the inhabitants of the City, in accordance with U. C. A. §17A-2-1414 of the Utah Water Conservancy District Act, as amended; and

WHEREAS, the City Council ("Council") has determined that it is necessary, desirable and in the best interests of the City to authorize the execution and delivery of the Petition by the City and the Association and the taking of other necessary actions in connection therewith;

NOW, THEREFORE, BE IT ORDAINED by the Council of City as follows:

Section 1. Execution, Delivery and Filing of the Petition. The Petition, in substantially the form attached hereto, is hereby authorized and approved and the Mayor is hereby authorized, empowered and directed to execute and deliver the Petition on behalf of the City, and that the City is bound thereby, and that the Association is hereby expressly authorized to execute the Petition on behalf of the Association and its Member Municipalities. The City Recorder is hereby authorized, empowered and directed to countersign and affix the corporate seal of the City to the Petition and to attest such seal, the execution thereof to constitute conclusive evidence of such approval. Promptly upon its execution, the Petition shall be filed in the official records of the City as required by Section 11-13-10, Utah Code Annotated 1953, as amended and shall be published and posted as required by law.

Section 2. Miscellaneous; Effective Date.

(a) All previous acts and ordinance in conflict with this ordinance or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this ordinance shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This ordinance shall take effect immediately upon its adoption, approval, publication and posting.

ADOPTED AND APPROVED this _____ day of _____, 2004.

[SEAL]

MAYOR

ATTEST: CITY RECORDER

CERTIFICATE

STATE OF UTAH)
)
COUNTY OF UTAH)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Recorder of the City of _____. I further certify, according to the records of the City of _____ in my official position and upon my own knowledge and belief, that:

(1) the City of _____ (“City”) is a duly organized and existing municipality under the provisions of the _____; the legislative powers of the City are by law vested in a City Council composed of _____ members (“Council”); and neither the corporate existence of the City, nor the titles of the members of the Council or the officers of the City are being contested;

(2) the Council met in regular public session on _____, 2004, (the “Meeting”), to consider and act upon the items listed on the Notice of Public Meeting attached as EXHIBIT A hereto (the “Notice”), which included, among other things, consideration of the Ordinance attached hereto (the “Ordinance”);

(3) the Meeting was held at the regular meeting place of the Council within the boundaries of the City, as set forth in the Notice of Annual Meeting Schedule for 2004 which had been posted and provided in accordance with Section 52-4-6(1), Utah Code Annotated 1953, as amended;

(4) in accordance with the requirements of Section 52-4-6(2), Utah Code Annotated 1953, as amended, not less than 24 hours’ public notice of the agenda, date, time and place of the Meeting was given by the posting of the Notice at the principal office of the Council and by providing a copy of the Notice to a newspaper of general circulation within the geographic jurisdiction of the City or to a local media correspondent;

(5) a quorum of the Council was present and acting throughout the Meeting; during the Meeting, the Ordinance was introduced in written form and, pursuant to motion duly made and seconded, was adopted and approved by a vote of at least a majority of the members of the Council present and voting at the Meeting;

(6) The Ordinance was signed by the Mayor and was sealed and the seal attested by the undersigned as Secretary of the Council, and the Ordinance, its exhibits, and the minutes of the Meeting are recorded in the official records of the City.

(7) The Petition has been approved by an attorney duly authorized by the City as being in proper form and compatible with the laws of the State of Utah; and a true, correct and

complete copy of the Petition has been filed in the office records of the City in compliance with law; and,

(8) All conditions, acts and things required by law to exist, to have happened and to be performed by the City preliminary to and in connection with the execution and delivery of the Petition exist, have happened and have been performed.

IN WITNESS WHEREOF, I have subscribed my official signature and impressed or imprinted hereon the official seal of the City this day, _____, 2004.

CITY RECORDER

[SEAL]

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF PETITION TO THE CENTRAL UTAH WATER CONSERVANCY DISTRICT FOR ALLOTMENT OF WATER FOR MUNICIPAL AND INDUSTRIAL USE

WHEREAS, City of _____ (the "City"), a member Municipality of the South Utah Valley Municipal Water Association, ("Association"), desires to Petition the Central Utah Water Conservancy District ("District"), individually and collectively through the Association, for an Allotment of Water for Municipal and Industrial Use to provide a needed water supply for the inhabitants of the City, in accordance with U. C. A. §17A-2-1414 of the Utah Water Conservancy District Act, as amended; and

WHEREAS, the City Council ("Council") has determined that it is necessary, desirable and in the best interests of the City to authorize the execution and delivery of the Petition by the City and the Association and the taking of other necessary actions in connection therewith;

NOW, THEREFORE, BE IT ORDAINED by the Council of City as follows:

Section 1. Execution, Delivery and Filing of the Petition. The Petition, in substantially the form attached hereto, is hereby authorized and approved and the Mayor is hereby authorized, empowered and directed to execute and deliver the Petition on behalf of the City, and that the City is bound thereby, and that the Association is hereby expressly authorized to execute the Petition on behalf of the Association and its Member Municipalities. The City Recorder is hereby authorized, empowered and directed to countersign and affix the corporate seal of the City to the Petition and to attest such seal, the execution thereof to constitute conclusive evidence of such approval. Promptly upon its execution, the Petition shall be filed in the official records of the City as required by Section 11-13-10, Utah Code Annotated 1953, as amended and shall be published and posted as required by law.

Section 2. Miscellaneous; Effective Date.

(a) All previous acts and ordinance in conflict with this ordinance or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this ordinance shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This ordinance shall take effect immediately upon its adoption, approval, publication and posting.

ADOPTED AND APPROVED this _____ day of _____, 2004.

[SEAL]

MAYOR

ATTEST: CITY RECORDER

CERTIFICATE

STATE OF UTAH)
)
COUNTY OF UTAH)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Recorder of the City of _____. I further certify, according to the records of the City of _____ in my official position and upon my own knowledge and belief, that:

(1) the City of _____ ("City") is a duly organized and existing municipality under the provisions of the _____; the legislative powers of the City are by law vested in a City Council composed of _____ members ("Council"); and neither the corporate existence of the City, nor the titles of the members of the Council or the officers of the City are being contested;

(2) the Council met in regular public session on _____, 2004, (the "Meeting"), to consider and act upon the items listed on the Notice of Public Meeting attached as EXHIBIT A hereto (the "Notice"), which included, among other things, consideration of the Ordinance attached hereto (the "Ordinance");

(3) the Meeting was held at the regular meeting place of the Council within the boundaries of the City, as set forth in the Notice of Annual Meeting Schedule for 2004 which had been posted and provided in accordance with Section 52-4-6(1), Utah Code Annotated 1953, as amended;

(4) in accordance with the requirements of Section 52-4-6(2), Utah Code Annotated 1953, as amended, not less than 24 hours' public notice of the agenda, date, time and place of the Meeting was given by the posting of the Notice at the principal office of the Council and by providing a copy of the Notice to a newspaper of general circulation within the geographic jurisdiction of the City or to a local media correspondent;

(5) a quorum of the Council was present and acting throughout the Meeting; during the Meeting, the Ordinance was introduced in written form and, pursuant to motion duly made and seconded, was adopted and approved by a vote of at least a majority of the members of the Council present and voting at the Meeting;

(6) The Ordinance was signed by the Mayor and was sealed and the seal attested by the undersigned as Secretary of the Council, and the Ordinance, its exhibits, and the minutes of the Meeting are recorded in the official records of the City.

(7) The Petition has been approved by an attorney duly authorized by the City as being in proper form and compatible with the laws of the State of Utah; and a true, correct and

complete copy of the Petition has been filed in the office records of the City in compliance with law; and,

(8) All conditions, acts and things required by law to exist, to have happened and to be performed by the City preliminary to and in connection with the execution and delivery of the Petition exist, have happened and have been performed.

IN WITNESS WHEREOF, I have subscribed my official signature and impressed or imprinted hereon the official seal of the City this day, _____, 2004.

CITY RECORDER

[SEAL]

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY
OF PETITION TO THE CENTRAL UTAH WATER CONSERVANCY DISTRICT
FOR ALLOTMENT OF WATER FOR MUNICIPAL AND INDUSTRIAL USE**

WHEREAS, City of _____ (the "City"), a member Municipality of the South Utah Valley Municipal Water Association, ("Association"), desires to Petition the Central Utah Water Conservancy District ("District"), individually and collectively through the Association, for an Allotment of Water for Municipal and Industrial Use to provide a needed water supply for the inhabitants of the City, in accordance with U. C. A. §17A-2-1414 of the Utah Water Conservancy District Act, as amended; and

WHEREAS, the City Council ("Council") has determined that it is necessary, desirable and in the best interests of the City to authorize the execution and delivery of the Petition by the City and the Association and the taking of other necessary actions in connection therewith;

NOW, THEREFORE, BE IT ORDAINED by the Council of City as follows:

Section 1. Execution, Delivery and Filing of the Petition. The Petition, in substantially the form attached hereto, is hereby authorized and approved and the Mayor is hereby authorized, empowered and directed to execute and deliver the Petition on behalf of the City, and that the City is bound thereby, and that the Association is hereby expressly authorized to execute the Petition on behalf of the Association and its Member Municipalities. The City Recorder is hereby authorized, empowered and directed to countersign and affix the corporate seal of the City to the Petition and to attest such seal, the execution thereof to constitute conclusive evidence of such approval. Promptly upon its execution, the Petition shall be filed in the official records of the City as required by Section 11-13-10, Utah Code Annotated 1953, as amended and shall be published and posted as required by law.

Section 2. Miscellaneous; Effective Date.

(a) All previous acts and ordinance in conflict with this ordinance or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this ordinance shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This ordinance shall take effect immediately upon its adoption, approval, publication and posting.

ADOPTED AND APPROVED this _____ day of _____, 2004.

[SEAL]

MAYOR

ATTEST: CITY RECORDER

CERTIFICATE

STATE OF UTAH)
)
COUNTY OF UTAH)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Recorder of the City of _____. I further certify, according to the records of the City of _____ in my official position and upon my own knowledge and belief, that:

(1) the City of _____ (“City”) is a duly organized and existing municipality under the provisions of the _____; the legislative powers of the City are by law vested in a City Council composed of _____ members (“Council”); and neither the corporate existence of the City, nor the titles of the members of the Council or the officers of the City are being contested;

(2) the Council met in regular public session on _____, 2004, (the “Meeting”), to consider and act upon the items listed on the Notice of Public Meeting attached as EXHIBIT A hereto (the “Notice”), which included, among other things, consideration of the Ordinance attached hereto (the “Ordinance”);

(3) the Meeting was held at the regular meeting place of the Council within the boundaries of the City, as set forth in the Notice of Annual Meeting Schedule for 2004 which had been posted and provided in accordance with Section 52-4-6(1), Utah Code Annotated 1953, as amended;

(4) in accordance with the requirements of Section 52-4-6(2), Utah Code Annotated 1953, as amended, not less than 24 hours’ public notice of the agenda, date, time and place of the Meeting was given by the posting of the Notice at the principal office of the Council and by providing a copy of the Notice to a newspaper of general circulation within the geographic jurisdiction of the City or to a local media correspondent;

(5) a quorum of the Council was present and acting throughout the Meeting; during the Meeting, the Ordinance was introduced in written form and, pursuant to motion duly made and seconded, was adopted and approved by a vote of at least a majority of the members of the Council present and voting at the Meeting;

(6) The Ordinance was signed by the Mayor and was sealed and the seal attested by the undersigned as Secretary of the Council, and the Ordinance, its exhibits, and the minutes of the Meeting are recorded in the official records of the City.

(7) The Petition has been approved by an attorney duly authorized by the City as being in proper form and compatible with the laws of the State of Utah; and a true, correct and

complete copy of the Petition has been filed in the office records of the City in compliance with law; and,

(8) All conditions, acts and things required by law to exist, to have happened and to be performed by the City preliminary to and in connection with the execution and delivery of the Petition exist, have happened and have been performed.

IN WITNESS WHEREOF, I have subscribed my official signature and impressed or imprinted hereon the official seal of the City this day, _____, 2004.

CITY RECORDER

[SEAL]

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY
OF PETITION TO THE CENTRAL UTAH WATER CONSERVANCY DISTRICT
FOR ALLOTMENT OF WATER FOR MUNICIPAL AND INDUSTRIAL USE**

WHEREAS, City of _____ (the "City"), a member Municipality of the South Utah Valley Municipal Water Association, ("Association"), desires to Petition the Central Utah Water Conservancy District ("District"), individually and collectively through the Association, for an Allotment of Water for Municipal and Industrial Use to provide a needed water supply for the inhabitants of the City, in accordance with U. C. A. §17A-2-1414 of the Utah Water Conservancy District Act, as amended; and

WHEREAS, the City Council ("Council") has determined that it is necessary, desirable and in the best interests of the City to authorize the execution and delivery of the Petition by the City and the Association and the taking of other necessary actions in connection therewith;

NOW, THEREFORE, BE IT ORDAINED by the Council of City as follows:

Section 1. Execution, Delivery and Filing of the Petition. The Petition, in substantially the form attached hereto, is hereby authorized and approved and the Mayor is hereby authorized, empowered and directed to execute and deliver the Petition on behalf of the City, and that the City is bound thereby, and that the Association is hereby expressly authorized to execute the Petition on behalf of the Association and its Member Municipalities. The City Recorder is hereby authorized, empowered and directed to countersign and affix the corporate seal of the City to the Petition and to attest such seal, the execution thereof to constitute conclusive evidence of such approval. Promptly upon its execution, the Petition shall be filed in the official records of the City as required by Section 11-13-10, Utah Code Annotated 1953, as amended and shall be published and posted as required by law.

Section 2. Miscellaneous; Effective Date.

(a) All previous acts and ordinance in conflict with this ordinance or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this ordinance shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This ordinance shall take effect immediately upon its adoption, approval, publication and posting.

ADOPTED AND APPROVED this _____ day of _____, 2004.

[SEAL]

MAYOR

ATTEST: CITY RECORDER

CERTIFICATE

STATE OF UTAH)
)
COUNTY OF UTAH)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Recorder of the City of _____. I further certify, according to the records of the City of _____ in my official position and upon my own knowledge and belief, that:

(1) the City of _____ (“City”) is a duly organized and existing municipality under the provisions of the _____; the legislative powers of the City are by law vested in a City Council composed of _____ members (“Council”); and neither the corporate existence of the City, nor the titles of the members of the Council or the officers of the City are being contested;

(2) the Council met in regular public session on _____, 2004, (the “Meeting”), to consider and act upon the items listed on the Notice of Public Meeting attached as EXHIBIT A hereto (the “Notice”), which included, among other things, consideration of the Ordinance attached hereto (the “Ordinance”);

(3) the Meeting was held at the regular meeting place of the Council within the boundaries of the City, as set forth in the Notice of Annual Meeting Schedule for 2004 which had been posted and provided in accordance with Section 52-4-6(1), Utah Code Annotated 1953, as amended;

(4) in accordance with the requirements of Section 52-4-6(2), Utah Code Annotated 1953, as amended, not less than 24 hours’ public notice of the agenda, date, time and place of the Meeting was given by the posting of the Notice at the principal office of the Council and by providing a copy of the Notice to a newspaper of general circulation within the geographic jurisdiction of the City or to a local media correspondent;

(5) a quorum of the Council was present and acting throughout the Meeting; during the Meeting, the Ordinance was introduced in written form and, pursuant to motion duly made and seconded, was adopted and approved by a vote of at least a majority of the members of the Council present and voting at the Meeting;

(6) The Ordinance was signed by the Mayor and was sealed and the seal attested by the undersigned as Secretary of the Council, and the Ordinance, its exhibits, and the minutes of the Meeting are recorded in the official records of the City.

(7) The Petition has been approved by an attorney duly authorized by the City as being in proper form and compatible with the laws of the State of Utah; and a true, correct and

complete copy of the Petition has been filed in the office records of the City in compliance with law; and,

(8) All conditions, acts and things required by law to exist, to have happened and to be performed by the City preliminary to and in connection with the execution and delivery of the Petition exist, have happened and have been performed.

IN WITNESS WHEREOF, I have subscribed my official signature and impressed or imprinted hereon the official seal of the City this day, _____, 2004.

CITY RECORDER

[SEAL]

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF PETITION TO THE CENTRAL UTAH WATER CONSERVANCY DISTRICT FOR ALLOTMENT OF WATER FOR MUNICIPAL AND INDUSTRIAL USE

WHEREAS, City of _____ (the "City"), a member Municipality of the South Utah Valley Municipal Water Association, ("Association"), desires to Petition the Central Utah Water Conservancy District ("District"), individually and collectively through the Association, for an Allotment of Water for Municipal and Industrial Use to provide a needed water supply for the inhabitants of the City, in accordance with U. C. A. §17A-2-1414 of the Utah Water Conservancy District Act, as amended; and

WHEREAS, the City Council ("Council") has determined that it is necessary, desirable and in the best interests of the City to authorize the execution and delivery of the Petition by the City and the Association and the taking of other necessary actions in connection therewith;

NOW, THEREFORE, BE IT ORDAINED by the Council of City as follows:

Section 1. Execution, Delivery and Filing of the Petition. The Petition, in substantially the form attached hereto, is hereby authorized and approved and the Mayor is hereby authorized, empowered and directed to execute and deliver the Petition on behalf of the City, and that the City is bound thereby, and that the Association is hereby expressly authorized to execute the Petition on behalf of the Association and its Member Municipalities. The City Recorder is hereby authorized, empowered and directed to countersign and affix the corporate seal of the City to the Petition and to attest such seal, the execution thereof to constitute conclusive evidence of such approval. Promptly upon its execution, the Petition shall be filed in the official records of the City as required by Section 11-13-10, Utah Code Annotated 1953, as amended and shall be published and posted as required by law.

Section 2. Miscellaneous; Effective Date.

(a) All previous acts and ordinance in conflict with this ordinance or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this ordinance shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This ordinance shall take effect immediately upon its adoption, approval, publication and posting.

ADOPTED AND APPROVED this _____ day of _____, 2004.

[SEAL]

MAYOR

ATTEST: CITY RECORDER

CERTIFICATE

STATE OF UTAH)
)
COUNTY OF UTAH)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Recorder of the City of _____. I further certify, according to the records of the City of _____ in my official position and upon my own knowledge and belief, that:

(1) the City of _____ ("City") is a duly organized and existing municipality under the provisions of the _____; the legislative powers of the City are by law vested in a City Council composed of _____ members ("Council"); and neither the corporate existence of the City, nor the titles of the members of the Council or the officers of the City are being contested;

(2) the Council met in regular public session on _____, 2004, (the "Meeting"), to consider and act upon the items listed on the Notice of Public Meeting attached as EXHIBIT A hereto (the "Notice"), which included, among other things, consideration of the Ordinance attached hereto (the "Ordinance");

(3) the Meeting was held at the regular meeting place of the Council within the boundaries of the City, as set forth in the Notice of Annual Meeting Schedule for 2004 which had been posted and provided in accordance with Section 52-4-6(1), Utah Code Annotated 1953, as amended;

(4) in accordance with the requirements of Section 52-4-6(2), Utah Code Annotated 1953, as amended, not less than 24 hours' public notice of the agenda, date, time and place of the Meeting was given by the posting of the Notice at the principal office of the Council and by providing a copy of the Notice to a newspaper of general circulation within the geographic jurisdiction of the City or to a local media correspondent;

(5) a quorum of the Council was present and acting throughout the Meeting; during the Meeting, the Ordinance was introduced in written form and, pursuant to motion duly made and seconded, was adopted and approved by a vote of at least a majority of the members of the Council present and voting at the Meeting;

(6) The Ordinance was signed by the Mayor and was sealed and the seal attested by the undersigned as Secretary of the Council, and the Ordinance, its exhibits, and the minutes of the Meeting are recorded in the official records of the City.

(7) The Petition has been approved by an attorney duly authorized by the City as being in proper form and compatible with the laws of the State of Utah; and a true, correct and

complete copy of the Petition has been filed in the office records of the City in compliance with law; and,

(8) All conditions, acts and things required by law to exist, to have happened and to be performed by the City preliminary to and in connection with the execution and delivery of the Petition exist, have happened and have been performed.

IN WITNESS WHEREOF, I have subscribed my official signature and impressed or imprinted hereon the official seal of the City this day, _____, 2004.

CITY RECORDER

[SEAL]

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF PETITION TO THE CENTRAL UTAH WATER CONSERVANCY DISTRICT FOR ALLOTMENT OF WATER FOR MUNICIPAL AND INDUSTRIAL USE

WHEREAS, City of _____ (the "City"), a member Municipality of the South Utah Valley Municipal Water Association, ("Association"), desires to Petition the Central Utah Water Conservancy District ("District"), individually and collectively through the Association, for an Allotment of Water for Municipal and Industrial Use to provide a needed water supply for the inhabitants of the City, in accordance with U. C. A. §17A-2-1414 of the Utah Water Conservancy District Act, as amended; and

WHEREAS, the City Council ("Council") has determined that it is necessary, desirable and in the best interests of the City to authorize the execution and delivery of the Petition by the City and the Association and the taking of other necessary actions in connection therewith;

NOW, THEREFORE, BE IT ORDAINED by the Council of City as follows:

Section 1. Execution, Delivery and Filing of the Petition. The Petition, in substantially the form attached hereto, is hereby authorized and approved and the Mayor is hereby authorized, empowered and directed to execute and deliver the Petition on behalf of the City, and that the City is bound thereby, and that the Association is hereby expressly authorized to execute the Petition on behalf of the Association and its Member Municipalities. The City Recorder is hereby authorized, empowered and directed to countersign and affix the corporate seal of the City to the Petition and to attest such seal, the execution thereof to constitute conclusive evidence of such approval. Promptly upon its execution, the Petition shall be filed in the official records of the City as required by Section 11-13-10, Utah Code Annotated 1953, as amended and shall be published and posted as required by law.

Section 2. Miscellaneous; Effective Date.

(a) All previous acts and ordinance in conflict with this ordinance or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this ordinance shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This ordinance shall take effect immediately upon its adoption, approval, publication and posting.

ADOPTED AND APPROVED this _____ day of _____, 2004.

[SEAL]

MAYOR

ATTEST: CITY RECORDER

CERTIFICATE

STATE OF UTAH)
)
COUNTY OF UTAH)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Recorder of the City of _____. I further certify, according to the records of the City of _____ in my official position and upon my own knowledge and belief, that:

(1) the City of _____ (“City”) is a duly organized and existing municipality under the provisions of the _____; the legislative powers of the City are by law vested in a City Council composed of _____ members (“Council”); and neither the corporate existence of the City, nor the titles of the members of the Council or the officers of the City are being contested;

(2) the Council met in regular public session on _____, 2004, (the “Meeting”), to consider and act upon the items listed on the Notice of Public Meeting attached as EXHIBIT A hereto (the “Notice”), which included, among other things, consideration of the Ordinance attached hereto (the “Ordinance”);

(3) the Meeting was held at the regular meeting place of the Council within the boundaries of the City, as set forth in the Notice of Annual Meeting Schedule for 2004 which had been posted and provided in accordance with Section 52-4-6(1), Utah Code Annotated 1953, as amended;

(4) in accordance with the requirements of Section 52-4-6(2), Utah Code Annotated 1953, as amended, not less than 24 hours’ public notice of the agenda, date, time and place of the Meeting was given by the posting of the Notice at the principal office of the Council and by providing a copy of the Notice to a newspaper of general circulation within the geographic jurisdiction of the City or to a local media correspondent;

(5) a quorum of the Council was present and acting throughout the Meeting; during the Meeting, the Ordinance was introduced in written form and, pursuant to motion duly made and seconded, was adopted and approved by a vote of at least a majority of the members of the Council present and voting at the Meeting;

(6) The Ordinance was signed by the Mayor and was sealed and the seal attested by the undersigned as Secretary of the Council, and the Ordinance, its exhibits, and the minutes of the Meeting are recorded in the official records of the City.

(7) The Petition has been approved by an attorney duly authorized by the City as being in proper form and compatible with the laws of the State of Utah; and a true, correct and

complete copy of the Petition has been filed in the office records of the City in compliance with law; and,

(8) All conditions, acts and things required by law to exist, to have happened and to be performed by the City preliminary to and in connection with the execution and delivery of the Petition exist, have happened and have been performed.

IN WITNESS WHEREOF, I have subscribed my official signature and impressed or imprinted hereon the official seal of the City this day, _____, 2004.

CITY RECORDER

[SEAL]

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF PETITION TO THE CENTRAL UTAH WATER CONSERVANCY DISTRICT FOR ALLOTMENT OF WATER FOR MUNICIPAL AND INDUSTRIAL USE

WHEREAS, City of _____ (the "City"), a member Municipality of the South Utah Valley Municipal Water Association, ("Association"), desires to Petition the Central Utah Water Conservancy District ("District"), individually and collectively through the Association, for an Allotment of Water for Municipal and Industrial Use to provide a needed water supply for the inhabitants of the City, in accordance with U. C. A. §17A-2-1414 of the Utah Water Conservancy District Act, as amended; and

WHEREAS, the City Council ("Council") has determined that it is necessary, desirable and in the best interests of the City to authorize the execution and delivery of the Petition by the City and the Association and the taking of other necessary actions in connection therewith;

NOW, THEREFORE, BE IT ORDAINED by the Council of City as follows:

Section 1. Execution, Delivery and Filing of the Petition. The Petition, in substantially the form attached hereto, is hereby authorized and approved and the Mayor is hereby authorized, empowered and directed to execute and deliver the Petition on behalf of the City, and that the City is bound thereby, and that the Association is hereby expressly authorized to execute the Petition on behalf of the Association and its Member Municipalities. The City Recorder is hereby authorized, empowered and directed to countersign and affix the corporate seal of the City to the Petition and to attest such seal, the execution thereof to constitute conclusive evidence of such approval. Promptly upon its execution, the Petition shall be filed in the official records of the City as required by Section 11-13-10, Utah Code Annotated 1953, as amended and shall be published and posted as required by law.

Section 2. Miscellaneous; Effective Date.

(a) All previous acts and ordinance in conflict with this ordinance or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this ordinance shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This ordinance shall take effect immediately upon its adoption, approval, publication and posting.

ADOPTED AND APPROVED this _____ day of _____, 2004.

[SEAL]

MAYOR

ATTEST: CITY RECORDER

CERTIFICATE

STATE OF UTAH)
)
COUNTY OF UTAH)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Recorder of the City of _____. I further certify, according to the records of the City of _____ in my official position and upon my own knowledge and belief, that:

(1) the City of _____ (“City”) is a duly organized and existing municipality under the provisions of the _____; the legislative powers of the City are by law vested in a City Council composed of _____ members (“Council”); and neither the corporate existence of the City, nor the titles of the members of the Council or the officers of the City are being contested;

(2) the Council met in regular public session on _____, 2004, (the “Meeting”), to consider and act upon the items listed on the Notice of Public Meeting attached as EXHIBIT A hereto (the “Notice”), which included, among other things, consideration of the Ordinance attached hereto (the “Ordinance”);

(3) the Meeting was held at the regular meeting place of the Council within the boundaries of the City, as set forth in the Notice of Annual Meeting Schedule for 2004 which had been posted and provided in accordance with Section 52-4-6(1), Utah Code Annotated 1953, as amended;

(4) in accordance with the requirements of Section 52-4-6(2), Utah Code Annotated 1953, as amended, not less than 24 hours’ public notice of the agenda, date, time and place of the Meeting was given by the posting of the Notice at the principal office of the Council and by providing a copy of the Notice to a newspaper of general circulation within the geographic jurisdiction of the City or to a local media correspondent;

(5) a quorum of the Council was present and acting throughout the Meeting; during the Meeting, the Ordinance was introduced in written form and, pursuant to motion duly made and seconded, was adopted and approved by a vote of at least a majority of the members of the Council present and voting at the Meeting;

(6) The Ordinance was signed by the Mayor and was sealed and the seal attested by the undersigned as Secretary of the Council, and the Ordinance, its exhibits, and the minutes of the Meeting are recorded in the official records of the City.

(7) The Petition has been approved by an attorney duly authorized by the City as being in proper form and compatible with the laws of the State of Utah; and a true, correct and

complete copy of the Petition has been filed in the office records of the City in compliance with law; and,

(8) All conditions, acts and things required by law to exist, to have happened and to be performed by the City preliminary to and in connection with the execution and delivery of the Petition exist, have happened and have been performed.

IN WITNESS WHEREOF, I have subscribed my official signature and impressed or imprinted hereon the official seal of the City this day, _____, 2004.

CITY RECORDER

[SEAL]

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF PETITION TO THE CENTRAL UTAH WATER CONSERVANCY DISTRICT FOR ALLOTMENT OF WATER FOR MUNICIPAL AND INDUSTRIAL USE

WHEREAS, City of _____ (the "City"), a member Municipality of the South Utah Valley Municipal Water Association, ("Association"), desires to Petition the Central Utah Water Conservancy District ("District"), individually and collectively through the Association, for an Allotment of Water for Municipal and Industrial Use to provide a needed water supply for the inhabitants of the City, in accordance with U. C. A. §17A-2-1414 of the Utah Water Conservancy District Act, as amended; and

WHEREAS, the City Council ("Council") has determined that it is necessary, desirable and in the best interests of the City to authorize the execution and delivery of the Petition by the City and the Association and the taking of other necessary actions in connection therewith;

NOW, THEREFORE, BE IT ORDAINED by the Council of City as follows:

Section 1. Execution, Delivery and Filing of the Petition. The Petition, in substantially the form attached hereto, is hereby authorized and approved and the Mayor is hereby authorized, empowered and directed to execute and deliver the Petition on behalf of the City, and that the City is bound thereby, and that the Association is hereby expressly authorized to execute the Petition on behalf of the Association and its Member Municipalities. The City Recorder is hereby authorized, empowered and directed to countersign and affix the corporate seal of the City to the Petition and to attest such seal, the execution thereof to constitute conclusive evidence of such approval. Promptly upon its execution, the Petition shall be filed in the official records of the City as required by Section 11-13-10, Utah Code Annotated 1953, as amended and shall be published and posted as required by law.

Section 2. Miscellaneous; Effective Date.

(a) All previous acts and ordinance in conflict with this ordinance or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this ordinance shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This ordinance shall take effect immediately upon its adoption, approval, publication and posting.

ADOPTED AND APPROVED this _____ day of _____, 2004.

[SEAL]

MAYOR

ATTEST: CITY RECORDER

CERTIFICATE

STATE OF UTAH)
)
COUNTY OF UTAH)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Recorder of the City of _____. I further certify, according to the records of the City of _____ in my official position and upon my own knowledge and belief, that:

(1) the City of _____ (“City”) is a duly organized and existing municipality under the provisions of the _____; the legislative powers of the City are by law vested in a City Council composed of _____ members (“Council”); and neither the corporate existence of the City, nor the titles of the members of the Council or the officers of the City are being contested;

(2) the Council met in regular public session on _____, 2004, (the “Meeting”), to consider and act upon the items listed on the Notice of Public Meeting attached as EXHIBIT A hereto (the “Notice”), which included, among other things, consideration of the Ordinance attached hereto (the “Ordinance”);

(3) the Meeting was held at the regular meeting place of the Council within the boundaries of the City, as set forth in the Notice of Annual Meeting Schedule for 2004 which had been posted and provided in accordance with Section 52-4-6(1), Utah Code Annotated 1953, as amended;

(4) in accordance with the requirements of Section 52-4-6(2), Utah Code Annotated 1953, as amended, not less than 24 hours’ public notice of the agenda, date, time and place of the Meeting was given by the posting of the Notice at the principal office of the Council and by providing a copy of the Notice to a newspaper of general circulation within the geographic jurisdiction of the City or to a local media correspondent;

(5) a quorum of the Council was present and acting throughout the Meeting; during the Meeting, the Ordinance was introduced in written form and, pursuant to motion duly made and seconded, was adopted and approved by a vote of at least a majority of the members of the Council present and voting at the Meeting;

(6) The Ordinance was signed by the Mayor and was sealed and the seal attested by the undersigned as Secretary of the Council, and the Ordinance, its exhibits, and the minutes of the Meeting are recorded in the official records of the City.

(7) The Petition has been approved by an attorney duly authorized by the City as being in proper form and compatible with the laws of the State of Utah; and a true, correct and

complete copy of the Petition has been filed in the office records of the City in compliance with law; and,

(8) All conditions, acts and things required by law to exist, to have happened and to be performed by the City preliminary to and in connection with the execution and delivery of the Petition exist, have happened and have been performed.

IN WITNESS WHEREOF, I have subscribed my official signature and impressed or imprinted hereon the official seal of the City this day, _____, 2004.

CITY RECORDER

[SEAL]

RESOLUTION

WHEREAS, a Petition for 30,000 acre-feet of municipal and industrial ULS Project Water for secondary irrigation use in south Utah County has been received from the South Utah Valley Municipal Water Association ("Association"), together with a City Ordinance from each of its current Member Municipalities approving the same: and

WHEREAS, said Petition has been given legal notice and a hearing held by the Central Utah Water Conservancy District on _____.

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the Central Utah Water Conservancy District does hereby approve the Association's Petition for 30,000 acre-feet of municipal and industrial water for secondary irrigation use and authorizes the officers of the District to execute said Petition.

CERTIFICATE

I certify that the foregoing is a true and accurate copy of a resolution unanimously adopted by the Board of Directors of the Central Utah Water Conservancy District on

at a regular meeting duly and regularly called in accordance with the statutes of the State of Utah and the By-Laws of the Central Utah Water Conservancy District and further, that out of a total of XX Directors, _____ were present and voting in favor thereof.

Secretary

ORDER APPROVING PETITION

Due notice having been given and a hearing thereon having been held, it is hereby ORDERED that the above Petition be granted and that an allotment of 30,000 acre-feet of municipal and industrial for secondary irrigation use is hereby made to the South Utah Valley Municipal Water Association upon the terms and conditions recited in said Petition, and the Board of Directors hereby agrees to all of the terms and conditions set forth in said Petition.

Dated this _____ day of _____, 2004.

Attest:

CENTRAL UTAH WATER
CONSERVANCY DISTRICT

Secretary

By _____
Its President

ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On the _____ of _____, 2004, personally appeared before me E. Tim Doxey and Don A. Christiansen, who being duly sworn, did say that E. Tim Doxey is the President and Don A. Christiansen is the Secretary of the CENTRAL UTAH WATER CONSERVANCY DISTRICT, and that the Order approving the Petition was signed on behalf of said District by authority of a resolution of its Board of Directors adopted on

_____, which was a regular meeting of said Board of Directors, called on proper notice, and attended by a quorum of said Board, and said E. Tim Doxey and Don A. Christiansen acknowledged to me that said District executed the same.

My Commission Expires:

Notary Public

Residing at _____

APPROVED BY UNITED STATES

Authorized Representative of
Secretary of The United States

Rick L. Gold
Regional Director
Bureau of Reclamation

Approved Regional Solicitor

[1] CUWCD will initially pay the remaining 34% or \$99.76 of the Project Water Development repayment cost of \$293.59 per acre foot.

[SEC1] Define the ULS FEIS in all three petitions

[SEC2] Need to add this to the SUVMWA AND MWDSLs petitions

[SEC3] Need to work in the 34% subsidy for this water to this petition only

[SEC4] Fix Notice(s)\(s) in all petitions

[SEC5] Need consistency on this terminology

[SEC6] Rich to furnish from EIS

[SEC7] Need to review, cities don't' water sales contract but will do internal allocation but we need security to insure repayment occurs. Look at Ordinance language, need hook on the cities

COOPERATIVE AGENCY AGREEMENT

THIS AGREEMENT, made and entered into this **July 26, 2004**, by and between the nautical Operations Division of the State of Utah, Utah Department of Transportation, hereinafter called the "Division", and **the cities of Spanish Fork and Springville**, hereinafter called "Sponsor",

WITNESSETH:

WHEREAS, the Sponsor, with the approval of the Division, intends to apply for Federal monies in aid of an airport project under Public Law 91-258, dated May 12, 1970, as amended in 1972, known as the Airport and Airway Development Act of 1970; and

WHEREAS, under the provisions of Title 72, Chapter 10, Utah Aeronautics Act, and Title 72-1501, Utah Public Airport Authority Act, as amended, the Sponsor intends to appoint the Division its agent for the purpose therein stated,

NOW, THEREFORE, it is hereby agreed by and between the respective parties:

The Sponsor does hereby constitute and appoint the Division as agent for the said Sponsor and the Division does hereby consent and agree to act as agent of said Sponsor for the purpose of planning, receiving, and receipting for, and disbursing Federal monies and other public monies other than those of the Sponsor made available to finance in whole or in part the planning, construction, and improvement of the **Spanish Fork-Springville Airport** in connection with that certain airport project No. **3-49-0034-13**, duly executed by the said Sponsor and hereby approved by said Division.

Since federal regulations require the Utah Department of Transportation to insure audit coverage of all federal funds passing through the Department to other agencies, the Sponsor agrees to provide the Department with an audit report in conformance with the United States General Accounting Office Standards for Audit of Governmental Organizations, Programs, Activities, and Operations; Guidelines for Financial and Compliance Audits for Federally Assisted Programs; Office of Management and Budget Circular A-128, and compliance supplements approved by the Office

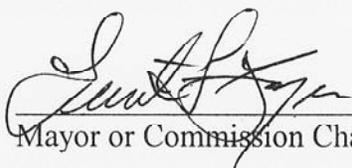
of Management and Budget. Audit reports in compliance with the above regulations are required for any fiscal year during which costs covered by this agreement are incurred. The audit reports are to be submitted to the Utah Department of Transportation, Office of Internal Audit, 4501 South 2700 West, Salt Lake City, Utah 84119-5998, within 180 days (6 months) of the close of the fiscal year.

This Agreement shall remain in full force and effect until the present project for the airport development under the Airport and Airway Development Act herein before referred to shall have been either substantially accomplished or abandoned by the Sponsor. It shall not apply to any subsequent or additional project for development under the Airport and Airway Development Act nor to any program for development in which the United States does not participate financially.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals.

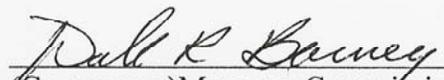
The AERONAUTICAL OPERATIONS DIVISION of the UTAH DEPARTMENT OF TRANSPORTATION, on the 3 day of Aug, 2004.

Springville City and Spanish Fork City
City or County



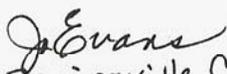
Mayor or Commission Chairman, Springville

State of Utah
Department of Transportation
Aeronautical Operations Division



(Co-sponsor) Mayor or Commission Chairman
Spanish Fork

Director

Attest: 
Springville City Recorder

Attest:



Recorder, Spanish Fork City

Secretary