



CITY COUNCIL MEETING

ADDENDUM

6:00 pm

Tuesday, September 7, 2004

I. PRELIMINARY ACTIVITIES

- A. Pledge of Allegiance
- B. Minutes
- C. [Recognition - Sharisa Nay](#) - First Place in the Utah League of Cities and Towns Essay Contest
- D. [Agenda Request - Richard Mendenhall](#) - River Cove, Rear Yard Setback Amendment Request
- E. [Agenda Request - Liz Pedro](#) - Survey Proposal
- F. [Agenda Request - Robert Pittelli](#) - Spanish Oaks Sidewalk
- G. [Agenda Request - John Smiley](#) - Water Service Request
- H. [Agenda Request - John Smiley](#) - Quail Hollow Pedestrian Bridge

II. STAFF REPORTS

- A. Junior Baker - Legal
 - 1. [Ordinance 11-04](#) - An Ordinance Creating a New Chapter of the Municipal Code Addressing Park and Recreation Facilities
 - 2. [Concert and Dance Policy](#)
 - 3. [Bona Property Contract](#)
- B. David Oyler - Administration
 - 1. [Quest Telephone Contract](#)
 - 2. [Bid Tabulation](#) - Golf Course Equipment
 - 3. [BYU MPA Study and Services](#) - Rex Facer*
- C. Richard Heap - Engineering
 - 1. [Bid Tabulations](#) - Water Park Pool Resurfacing
 - 2. [Ordinance 12-04](#) - An Ordinance Authorizing the Execution and Delivery of a Petition to the Central Utah Water Conservancy District for Allotment of Water for Municipal and Industrial Use
 - 3. [Change Order #1](#) - Sports Park Trail Project
- D. Dee Rosenbaum - Public Safety
 - A. [Police Vehicle Policy](#)

III. OTHER BUSINESS

- A. Council Report on Assignments

IV. 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.

"Why I Like My Community" Essay Contest

Talmage, Park City, American Fork, Provo, Spanish fork, and Brigham City. Other than cities in Utah, what's the common denominator? Winners! These are the cities that produced the winners in this year's League-sponsored "Why I Like My Community" Essay Contest. Those who won convinced us that they live in Utah's greatest community.

FOURTH GRADE

FIRST PLACE



Michelle Braithwaite
Mountain View Elementary
Brigham City

SECOND PLACE *Rachael Stewart*

Legacy Elementary
American Fork

THIRD PLACE *Kiely Sorensen*

Altamont Elementary
Talmage

SEVENTH GRADE

FIRST PLACE



Sharisa Nay
Spanish Fork Middle School
Spanish Fork

SECOND PLACE *Katherine Paterson*

Treasure Mountain Middle School
Park City

THIRD PLACE *Karyn Peck*

Centennial Middle School
Provo

The Judges were impressed with how the students wrote with their own voices. Fourth grader, Rachael Stewart, describes the end of a day in American Fork: "You can hear the crickets chirping, feel a warm breeze, and finally, hear moms calling children home to bed." Does that remind us of our youth? Seventh grader, Sharisa Nay, writes: "I'm glad to be living here [Spanish Fork], and I wouldn't want to be growing up anywhere else." What a great feeling to have about a community! But there's more, and you'll hear the winning essays during Friday's luncheon at the Convention. The Prizes for the winners is as follows:

1st Place	2nd Place	3rd Place
\$100 to the student \$1,000 to the school	\$75 to the student \$750 to the school	\$50 to the student \$750 to the school

Information for the Ninth Annual Essay Contest will go to school principals in August. You might want to check and encourage your local school to participate. Perhaps one of the students from your community will be honored next year.

SPANISH FORK CITY

AGENDA REQUEST FORM

Date of Meeting Requested to Attend:

Sept 7-04

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

Name Richard Mendlenka

Phone Number 8

Address

Please list the subject and detailed information regarding your request:

Rear yard set back on phone 1 lots
River Cone Subdivision on River Front Lots.

Signature

Richard Mendlenka

Date

8-25-04

Date of meeting requested to attend

September 7th 2004

Subject of your request

Spanish Fork Resident Survey

List detailed information regarding your request

Liz Pedro of Pedro Consulting is proposing to Mayor Barney and the City Council to do a resident survey in Spanish Fork, with the overall goal to be to engage residents in City Government.

The survey is designed to gain city-wide input and opinions to:

- Measure resident ratings of Spanish Fork as a community,
- Gather information on priorities, to consider resident s input in the city-wide strategic planning/goal setting process as well as departments' business planning efforts,
- Measure performance and value of City government, services, programs, and facilities in order to compare results with future survey results and track departmental performance,
- Solicit feedback on strategic topics and other issues that Residents might be concerned about, and
- Collect comments from Residents that could be used for future marketing campaigns, promoting Spanish Fork to businesses and future Residents.

Your full name

Liz Pedro

Your e-mail address

Your physical or mailing address

Spanish Fork, UT 84660

Your phone Number

SPANISH FORK CITY

AGENDA REQUEST FORM

Date of Meeting Requested to Attend: Sept 7, 2004

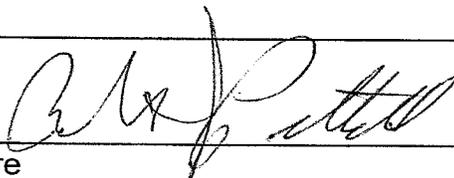
All forms must be completed and returned by NOON the Wednesday before the Council Meeting requested. (Return no later than: _____) Thank you.

Name	<u>Robert J. Pittelli</u>	Phone	
		Number	
Address	<u>Spanish Fork, UT</u>		

Please list the subject and detailed information regarding your request:

SIDE WALK FOR OAKS SUB-DIVISION
POWER HOUSE ROAD up TO GUN CLUB SUB-DIVISION

Signature



Date

8-18-04

SPANISH FORK CITY

AGENDA REQUEST FORM

Date of Meeting Requested to Attend: 9.7.04

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

Name John Smiley & Bruce Hall Phone _____
Address _____
Number _____

Please list the subject and detailed information regarding your request:

"Request for Water Service to Homes Outside the City Limits"

See attached

John D. Smiley
Signature

8.24.04
Date

Request for Water Service to Homes Outside the City Limits

We are currently working on a approximately a 100 acre piece of ground that is up by the golf course. It is in the county, zoned for roughly 1/2 acre lots.

We have a unique marketing opportunity at this time because there is plenty of inventory in Spanish Fork as far as lots go, but there is only one other "large lot" subdivision available after Quail Hollow, that is Allen Evans' 20 lots. There are some large lots available in "small lot" subdivisions, but no other projects that focus primarily on second and third homes.

We need to supply water to these homes with something other than individual wells, and we have a choice at this time. We can build our own water users system, or we can spend the money improving the city's existing water system, knowing full well that this project will eventually be part of Spanish Fork City.

Pros:

Obviously the city benefits if as part of this project we come in at the developer's expense and install some major improvements to the existing water system.

Spanish Fork City area still has a place for people who desire to build larger homes on larger lots. Diversity in a community is what keeps it alive, it cannot be all \$500,000 homes, but it cannot be all \$140,000 homes either.

Cons:

Several years ago the State legislature entertained a bill that could possibly put a city under the Public Service Commission authority if they supplied any utility service to people outside of their city limits. That bill was shot down, but there is a possibility that a similar bill could arise in the future.

SPANISH FORK CITY

AGENDA REQUEST FORM

Date of Meeting Requested to Attend: 9.7.04

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

Name John Smiley Quail Hollow Phone
Address _____
Number _____

Please list the subject and detailed information regarding your request:

We would like to decide on a bridge site for Quail Hollow

Through the last year the bridge site has been moved several times, at its present location (a span of 140') it costs us more and has a center support down in the flood area.

~~The bridge is~~

We originally decided to put the bridge in for Quail Hollow residents — then who ever else uses it is O.K. Either site works great for Quail Hollow residents — it just that the current location works better for River Cove residents.

The down side to the bridge at its current location is #1 Cost (cost is double from where we originally wanted to put it) #2 Center support in the flood area.

John D. Smiley
Signature

9.1.04
Date

ORDINANCE NO. 11-04

ROLL CALL

VOTING	YES	NO
MAYOR DALE R. BARNEY <i>(votes only in case of tie)</i>		
MATTHEW D. BARBER <i>Councilmember</i>		
PAUL M. CHRISTENSEN <i>Councilmember</i>		
EVERETT KELEPOLO <i>Councilmember</i>		
SETH V. SORENSEN <i>Councilmember</i>		
CHRIS C. WADSWORTH <i>Councilmember</i>		

I MOVE this ordinance be adopted: _____

I SECOND the foregoing motion: _____

ORDINANCE 11-04

AN ORDINANCE CREATING A NEW CHAPTER OF THE MUNICIPAL CODE ADDRESSING PARK AND RECREATION FACILITIES

WHEREAS, Spanish Fork City owns and maintains a number of parks and other recreational facilities which it operates through its parks and recreation division; and

WHEREAS, the City has recently undertaken to operate the Spanish Fork Gun Club; and

WHEREAS, the City has recently completed the construction of a pressure irrigation reservoir which can also act as a recreational facility and which has proved to be very popular with the public; and

WHEREAS, these types of facilities are unique as recreational facilities and create additional

challenges and risks; and

WHEREAS, it is therefore reasonable that policies be adopted for the various facilities, which should have the validity of law as far as enforcement for public safety reasons; and

WHEREAS, the City Manager is authorized to administer policies for the City and should therefore be the designated person to implement appropriate policies for the safe operation of the park and recreation facilities;

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

I.

Chapter 7.24 Parks and Recreation Facilities is hereby created to be part of the Spanish Fork Municipal Code as follows:

Chapter 7.24 Parks and Recreation Facilities

7.24.010 Parks and Recreation Facilities in General

Spanish Fork City will build, own, and maintain various parks and other recreational facilities for use by its residents and others. The City Manager, or his/her designee, is authorized to create policies for the use of these facilities.

7.24.020 Closure of Facilities.

The pressure irrigation reservoir shall be closed for public use from December 1st to the following March 1st each year. In addition thereto, the City Manager, in conjunction with the Parks and Recreation Director, has the discretion to temporarily close any park or any other recreational facility to public use at any other time in order to perform repair or maintenance work on the facility or for safety reasons to protect the public, or employees, from potential harm, illness,

or injury.

7.24.030 Violation.

Any person violating any provision of this chapter, or any of the policies adopted under the authority of this chapter, is guilty of a Class C Misdemeanor.

DATED this ____ of _____, 2004.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this ____ day of _____, 2004.

DALE R. BARNEY, Mayor

ATTEST:

KENT R. CLARK, City Recorder

F:\ORDBOOK\ORD\2004\Ord11-04

SPECIAL EVENTS POLICY

PURPOSE

DRAFT The purpose of this policy is to designate those public facilities where special events may take place, impose appropriate conditions, establish a fee, and establish a permitting process in order to protect the health, safety, and welfare of the residents of the City.

DEFINITION

DRAFT A special event is defined as a non-city sponsored event which uses City owned facilities in order to accommodate the expected number of participants/spectators. An event which requires additional accommodations, whether or not supplied by the City, such as tents, temporary buildings, etc. is considered a special event. Examples are dances, concerts, company parties, large church gatherings, and similar events. A special event is not a private social gathering (family reunion etc.) which uses a public park, pavilion or other facility at its posted occupancy level. An event which anticipates attendance of 200 or more persons will generally be considered a special event.

FACILITIES

City facilities which may be used for special events are limited to those located at the Fairgrounds. All other facilities are scheduled pursuant to other use policies through the Parks and Recreation Department.

APPLICATION

DRAFT A special events application shall be fully completed and submitted to the Parks and Recreation Director at least 30 days prior to the scheduled event.

PROCESS

The Parks and Recreation Director will review the application with each city department. Each department head may impose appropriate conditions and requirements to protect the health, safety, and welfare of the public.

CONDITIONS

Conditions imposed may include, but are not limited to, the following:

- A. Conditions relating to safety such as :
1. Emergency vehicle access;
 2. Fire protection;
 3. Use of barricades, cones, no parking signs etc.;
 4. Internal security, crowd control;
 5. Lighting, special electrical needs;
 6. Traffic and parking regulations, and safety;
 7. Other public safety issues.
- B. Conditions relating to health and sanitation such as:
1. First aid supplies and assistance;
 2. Emergency medical services, including ambulance and minimum number of medical personnel;
 3. Trash containers;
 4. Toilet and sanitary facilities;
 5. Minimum number of police officers, security officers, and other concerns of public safety;
 6. A security plan to be approved by the Public Safety Director/designee;

7. A Requirement to provide supervisors of at least 21 years of age as determined by the Public Safety Director/designee;

DRAFT

8. Other health and safety issues.

C. Conditions relating to the environmental concerns such as:

1. Mitigation, control, elimination, or prevention of odors, noise, lights, or similar concerns.

D. Conditions relating to risk management such as:

1. Proof of workers compensation coverage;

2. Indemnification agreement;

3. Safety/loss control precautions;

4. Other risk management issues.

INSURANCE

Liability insurance shall be provided by the applicant with minimum limits of \$1,000,000.00 per occurrence. The City shall be named as an additional insured.

FEE

The applicant shall pay a fee, due with the application, based upon the following building/arena schedule:

Indoor Tennis Courts \$800.00/day or part thereof

Outdoor arena \$350.00/day or part thereof

Indoor arena \$350.00/day or part thereof

High Chapparel \$125.00/day or part thereof

The fee may be waived by the City Council for youth benefit events such as the Utah State Junior Livestock Show, 4-H groups and similar events. Fund raising events

where admission is to be charged are not subject to the fee waiver.

An additional fee shall be paid if an ambulance and emergency technicians are needed, if police officers are needed, if barricades are needed, if special lighting and/or electrical work is needed, or if other goods/services are needed and to be supplied by City. Additional fees are due a minimum of seven days prior to the event. Fees for special lighting or electrical work must be paid prior to the commencement of the work for the special needs.

DEPOSIT

In addition to the fee imposed, a cash deposit (no checks/credit cards) in the amount of \$_____ is also required to be paid, at the time of application. If the premises are returned without damage, in as good of a condition as when obtained, clean, all conditions have been met, and no City crew or police assistance has been requested or dispatched to keep the peace, enforce the criminal laws, or respond to conditions caused by the event, or by applicant/attendees/participants, the deposit shall be returned.

PROHIBITIONS

No alcohol nor tobacco, in any form, may be possessed nor consumed at City facilities. Applicant shall be required to comply with and obey all laws, rules, regulations, and ordinances, whether Federal, State, or City, including the City noise ordinance.

Occupancy limits for the Facilities used must be obeyed.

Drinking water for the event is to be supplied by the applicant.

Concessions require a City Business License and Utah State Sales Tax

Certificate and number. Food concessions also require a Food Handlers Permit
by the Utah County Health Department, in addition to the other permits.

DRAFT

DRAFT

DRAFT

DRA

REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City) and Frances Bona, trustee of The Bona Family Family Trust (Bona), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. Bona owns real property in Spanish Fork City located at 300 North 87 East and more particularly described as follows:

Commencing at the Southeast corner of Block 75, Plat "A", Spanish Fork City Survey of Building Lots; thence West 74.25 feet; thence North 80 feet; thence East 3 feet; thence North 18 feet; thence East 71.25 feet; thence South 98 feet to the point of beginning.

2. City is desirous of purchasing the property upon the terms and conditions set forth herein.
3. The purchase price will be \$100,000.00. City hereby tenders \$1,000 earnest money for the property. The balance of the purchase price will be due in cash, at closing.
4. The closing will take place within 30 days from the date hereof. Possession shall be transferred at the time of closing.
5. The title to the property being conveyed shall be pursuant to a warranty deed and shall be vested in the name of Spanish Fork City.
6. Within 10 days of the date hereof, the parties agree to cooperate to locate a mutually acceptable title insurance company to provide a commitment for standard coverage title insurance in the amount of the purchase price. The policy shall insure that City shall be the fee simple owner of good and marketable title

free and clear of all liens and encumbrances and subject to the standard exceptions as shown on the title policy. Each party shall have 10 days after receipt of the commitment of title insurance and all relevant documents to notify the other in writing of any objections to the title. If no objection is made, all items shall be deemed permitted. If any exceptions to title are made, the other party shall have until closing to cure such exception. If exceptions are unable to be cured, the party so excepting may choose to void this agreement or to proceed with the exceptions. If voided, all obligations of the parties shall cease and this agreement shall be void without further recourse to the parties hereto.

7. City has heretofore investigated the property and determined that it is suitable for its purposes. City therefore accepts the property "as is."
8. Bona warrants and represents as follows:
 - A. That no person or entity claiming under, by, or through Bona has any option or contract to purchase any or all of the property to be sold or any interest therein.
 - B. The property will be free and clear of any mechanics liens resulting from work performed on or with respect to the property prior to such conveyance.
 - C. Bona has not received written notice from any governmental body claiming any current violations of any hazardous material law, or requiring compliance with hazardous material law, or demanding payment or contribution for environmental damage or injury to natural resources. For

this purpose, hazardous material law means any State or Federal statute applicable to the property relating to the installation, use, storage, release, generation, discharge, disposal, treatment, handling, or transportation of hazardous materials.

D. Bona, nor to her knowledge any previous owner, tenant, or occupant of property, has engaged in or permitted operations or activities upon or allowed any use or occupancy of the property for the purpose or in any way involving the handling, manufacturing, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any hazardous materials, except for residential fertilization.

E. In the event, at any time prior to closing, that any party learns that any of the aforesaid representations and warranties are no longer valid, such party shall immediately notify the other in writing. The party so notified shall then have the option to proceed with this agreement subject to the changed conditions, or to void this agreement and have no further obligation to the other party.

This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superceded hereby. This agreement may only be amended by a written agreement entered into between the parties.

6. Time is of the essence of this agreement. In case either party shall fail to perform the requirements of this agreement, at the time performance is required, the other party may, at its election, terminate the agreement.

11. The obligations of the parties to this agreement shall survive the closing and shall not be merged into or become a part of any of the documents executed and delivered at closing.
12. If any action, suit, or proceeding is brought by a party with respect to a matter governed by this agreement, all costs and expenses of the prevailing party in such action, suit, or proceeding, including reasonable attorneys fees, shall be paid by the non-prevailing party.
13. All risk of loss or damage to the property shall be borne by the seller until possession exchanges.

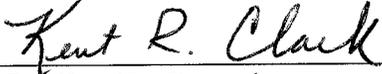
DATED this _____ day of August, 2004.

SPANISH FORK CITY by:



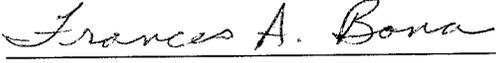
DALE R. BARNEY, Mayor

ATTEST:

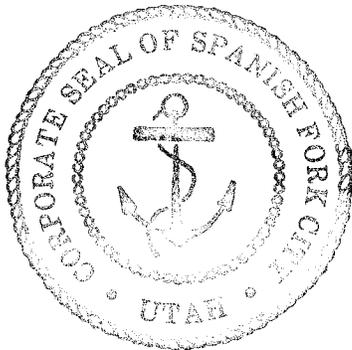


KENT R. CLARK, Recorder

THE BONA FAMILY FAMILY TRUST by:



FRANCES BONA



SITE AGREEMENT 1
For
QWEST CENTREX PRIME

This Site Agreement and its Exhibit of Schedule G of the Master Telecommunications Service Agreement (“Agreement”) between Granite School District and State of Utah government departments, institutions, agencies and political subdivisions (“Customer” or Eligible Purchaser”) and Qwest Corporation, is made and entered into by the parties, and contains terms and conditions related to the location and pricing of Service.

Spanish Fork City, as an Eligible Purchaser, has requested Service pursuant to the terms and conditions of the Underlying Agreement. Eligible Purchaser shall be primarily responsible for any and all use of Service under this Site Agreement, including but not limited to responsibility for payment obligations. Eligible Purchaser shall be Qwest’s customer of record for the Services provided under this Site Agreement.

1. **SERVICE ORDERED.** Customer orders and Qwest shall supply Centrex Prime Service as follows;

Location	Number of Station Lines	Service Address	MRC (ea)	NRC (ea)
Spanish Fork	85	40 S Main	\$21.45	\$
Spanish Fork	1	Common Block Qwest Spanish For CO	\$30.00	\$
			\$	\$
			\$	\$

2. **Term**

2.1 This Agreement shall become effective as of the latest date shown below (“Effective Date”) and shall expire coterminous with the Agreement February 1, 2009. The Minimum Service Period for Service is twelve (12) months (“Minimum Service Period”).

2.2 Should Qwest continue to provide Service after this Term without a further Agreement, the service charges will convert to the applicable month-to-month rate under the terms and conditions of the applicable Tariff, or in its absence, this Agreement.

3. The parties hereby execute and authorize this Site Agreement as of the latest date shown below:

Customer

Authorized Signature

Name Typed or Printed

Title

Date

Qwest Corporation

Authorized Signature

Name Typed or Printed

Title

Date

Aerator - Golf Course

Budget \$ 15,000 For a smaller Aerator.

Need to replace older (smaller) machine with larger machine.

Bids:		
Turf Equipment	\$	16,290
Rocky Mountian Turf	Did not meet Spec.	

Doug Adams (golf course maint.) is requesting the purchase of this
Attached is his advantages for getting the bigger machine.

This item is coming to you because the budget amount is only \$15,
The 15,000 was budgeted assuming to replace a smaller machine.
Now, Doug would like a larger machine.

The larger machine specifications were used in the bid.
Bid requests were sent to 6 companies. Two replied. One met spe

Recommend the purchase of the larger machine.

Aerator Specifications
Advantages of the Procore 648

1. 48" path —old 24". Twice as fast.
Saves time (7 hours each aeration saved)
2. 4" depth of plug which is deeper coring.
2" spacing -tighter spacing more cores better aeration
3. Wheels in front off of coring path. No more wheel ruts.
4. Automatic ground following system which maintains consistent core depth.
5. 3 wheel drive. No more spinning on sloped areas.
6. Bigger engine which gives more power and lasts longer.
7. Micro processor for troubleshooting.
8. Ryan aerator does not meet any of these specifications.



MEMO
SPANISH FORK CITY
PUBLIC WORKS DEPARTMENT

DATE: August 26, 2004

TO: Mayor Barney and City Council

FROM: Chris Thompson, Design Engineer

RE: Bid Tabulation,
Spanish Fork Water Park 2004 Pool Resurfacing Project

This is the project that was discussed at that last City Council meeting. Earlier this summer the shallow section of the pool at the Spanish Fork City Water Park was resurfaced. We are now proposing to resurface the rest of the pool after it is closed for the season.

It was originally estimated that the project would cost between \$60,000 and \$80,000. After final design the estimate was \$76,500. The following is a tabulation of the bids to resurface the pool at the water park:

C. E. M.	\$53,700
Intermountain Aquatech Inc.	\$75,735

C. E. M. is the contractor that did the resurfacing project on the pool earlier this year as well as the splash pad project. They have done a good job on both projects. We therefore recommend that the council award the bid to C. E. M. in the amount of \$53,700.

ORDINANCE NO. 12-04

ROLL CALL

VOTING	YES	NO
MAYOR DALE R. BARNEY <i>(votes only in case of tie)</i>		
MATTHEW D. BARBER <i>Councilmember</i>		
PAUL M. CHRISTENSEN <i>Councilmember</i>		
EVERETT KELEPOLO <i>Councilmember</i>		
SETH V. SORENSEN <i>Councilmember</i>		
CHRIS C. WADSWORTH <i>Councilmember</i>		

I MOVE this ordinance be adopted: _____

I SECOND the foregoing motion: _____

ORDINANCE 12-04

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

WHEREAS, Spanish Fork City is a member of the South Utah Valley Municipal Water Association (Association), and 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, and in accordance with Utah Code Annotated §17A-2-1414 of the Utah Water Conservancy District Act, as amended; and

WHEREAS, Spanish Fork City has determined that it is necessary, desirable, and in the best

interest 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; and

WHEREAS, the future growth of the City, with its attendant water demand, leaves water from the Central Utah Water Conservancy District as the only realistic source to obtain needed water;

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

I.

The execution, delivery, and filing of the petition.

The petition, in substantially the form attached hereto, is hereby authorized and approved. The Mayor is hereby authorized, empowered, and directed to execute and deliver the petition on behalf of the City to the District. 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 on file in the official records of the City.

II.

Directive to Association.

The City representative to the Association is hereby authorized, empowered, and directed to vote in favor of the petition at the Association Board Meeting in order for the Association to also execute and deliver the petition, on behalf of the Association, to the District, and to take such other measures as to make such action valid and binding on the Association.

III.

Miscellaneous: effective date.

- A. All previous acts and ordinance in conflict with this ordinance or any part thereof 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.
- C. This ordinance shall not become a part of the Spanish Fork City Municipal Code.
- D. This ordinance shall take effect immediately upon its adoption and publication.

DATED this 7th day of September, 2004

DALE R. BARNEY, Mayor

ATTEST:

KENT R. CLARK, City Recorder

F:\ORDBOOK\ORD\2002\Ord12-04

CERTIFICATE

STATE OF UTAH)
 :SS.
 COUNTY OF UTAH)

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

- 1. Spanish Fork City (City) is a duly organized and existing municipality under the

provision of the State of Utah; the legislative powers of the City are by law vested in a Governing Body composed of six members (Governing Body); and neither the corporate existence of the City, nor the titles of the members of the Governing Body or the officers of the City are being contested;

2. The Governing Body met in regular public session on September 1, 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 Governing Body within the boundaries of the City, as set forth in the Notice of Annual Meetings Schedule for 2004 which had been posed and provided in accordance with Utah Code Annotated Section 52-4-6(1), (1953, as amended);
4. In accordance with the requirements of Utah Code Annotated Section 52-4-6(2), (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 Governing Body 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 Governing Body 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 Governing Body 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 City Recorder, 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 to 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 7th day of September, 2004.

KENT R, CLARK, City Recorder

[SEAL]



**MEMO
SPANISH FORK CITY
PUBLIC WORKS DEPARTMENT**

DATE: September 2, 2004

TO: Mayor Barney and City Council

FROM: Chris Thompson, Design Engineer

RE: Change Order #1,
Sports Park Trail Project

1. Weed Barrier. A primary concern in trail construction is weed control. As we developed a standard for our new trail system in Spanish Fork, we investigated the weed problems of several trails throughout the valley. We found that most of the weed problems were found at the edge of the trails. We therefore specified that a weed barrier fabric be placed along the edge of the trail under the surface course.

We've recently have had some discussions and concern about some weed problems in the center of the trail along the west side of the old baseball park. Because of this, we inquired what the cost would be for additional weed barrier fabric. Our contractor indicated that it could be supplied and installed at \$0.61 per square yard. We therefore would like to recommend that we install an additional 4,932 square yards of weed barrier fabric along the trail for an increase in cost of \$3,008.52. This would allow us install fabric under the entire pavement section.

2. Remove 15 inch Storm Drain. One of the swells along the proposed trail alignment recently has been filled in by city crews. This allows us to reduced that amount of drain line to be installed by 50 feet.

3. Reduce the Amount of 4 foot Trail. There isn't equipment that will lay a 4 foot trail. Therefore it must be constructed by hand. The cost of a 4 foot trail is therefore the same as a 10 foot trail.

As part of the trail project we proposed to build a series of picnic tables sitting on concrete pads connected to the main trail by 4 foot trails. We would like to propose only building 3 of these tables and see how much they are used before constructing more. With this the 4 foot trail item could be reduced by 70 lineal feet.

Spanish Fork City

Contract Change Order

Change Order Number: **1**

Contract for	Sports Trail Project
Owner	Spanish Fork City
To	Morgan Ashpalt, Inc.

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

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
1. ADD AN ADDITIONAL 4,932 SQUARE YARDS OF WEED BARRIER FABRIC UNDER THE TRAIL AT \$0.61 PER SQUARE YARD.		\$ 3,008.52
2. REMOVE 50 FEET OF 15 INCH DRAIN PIPE FROM THE PROJECT AT \$60 PER FOOT.	\$ (3,000.00)	
3. REMOVE 70 FEET OF 4 FOOT TRAIL FROM THE PROJECT AT \$14 PER FOOT.	\$ (980.00)	
TOTALS :	\$ (3,980.00)	\$ 3,008.52
NET CHANGE IN CONTRACT PRICE :	\$ (971.48)	

JUSTIFICATION

See attached Exhibit "A"

The amount of the contract will be decreased by the sum of :	<u>NINE HUNDRED AND SEVENTY ONE AND 48/100</u>
	Dollars \$ (971.48)
The contract total including this and previous change orders will be :	<u>ONE HUNDRED AND THIRTY NINE THOUSAND</u>
<u>ONE HUNDRED AND FIFTY SIX AND 52/100</u>	Dollars \$ 139,156.52

This change order will not extend the contract completion date.
 This document will become a supplement to the contract and all provisions will apply herein.

Requested: _____ (Owner)	Date: _____
Recommended: _____ (Owner's Architect/Engineer)	Date: _____
Accepted: _____ (Contractor)	Date: _____

SPANISH FORK POLICE DEPARTMENT PROPOSED POLICY

“VEHICLE USE”

POLICY REGARDING “Car Per Officer Program”

10.41.010 POLICY:

The Spanish Fork Police Department has instituted a car per officer program. In this program, each officer is assigned a police vehicle as they become available. The officer drives this vehicle in the performance of his duties, and is responsible for the care and upkeep of the vehicle. Spanish Fork City bears the expense of purchasing and maintaining the vehicle. If the vehicle is abused or damaged out of gross neglect the officer may be held responsible for damages.

Officers assigned a vehicle to use when working may also use their assigned vehicle off-duty according to the procedures set forth in this policy.

PURPOSE:

To maximize use of department vehicles to better serve and protect the community.

This program is designed to place police vehicles throughout the city as part of the on-going community policing efforts of the department.. This accomplishes several purposes. It increases the visual presence of police officers within the city, which contributes to crime prevention, traffic control, and the safety of the citizens.

When police vehicles are parked in neighborhoods and traveling city streets they provide a deterrent effect and a feeling of well being. They are also seen as an enforcement presence by criminals and a resource by good citizens.

The program will enhance the departments ability to summon off duty officers in emergencies and critical situations. Officers will be able to respond fully equipped, directly to the scene where they are needed.

PROCEDURES:

10.41.020 OFF DUTY USE OF VEHICLE:.

(A) Officers residing within Spanish Fork City Limits.

Police officers living in Spanish Fork City may use their assigned police vehicle for off-duty personal use so long as that use is within Spanish Fork City limits.

THE CURRENT CITY PERSONNEL POLICY MANUAL STATES:

Page 20 (Policy 1.38.040 Vehicle Use)

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

B. City owned vehicles are to be used only for commuting to and from work or when performing officials city duty. City-owned vehicles are not to be used for personal purposes of any kind. No unauthorized personnel are allowed in city vehicles at any time. City vehicles/employees are not to transport anyone other than city employees or people working with or for the city in an official capacity. No family members or other non-employee personnel are allowed in city owned vehicles.