



CITY COUNCIL MEETING

ADDEMDUM

6:00 pm

Tuesday, October 5, 2004

I. PRELIMINARY ACTIVITIES

- A. Pledge of Allegiance
- B. Minutes
- C. UMPA _ Drought Impact Presentation*
- D. [Agenda Request - Kari Wessman](#) - Beer Sales on Sunday

II. PUBLIC HEARINGS

- 6:30 pm
- A. [Davis General Plan](#)
 - B. [Davis Zoning Map Amendment](#)

III. STAFF REPORTS

- A. Dee Rosenbaum - Public Safety
 - 1. [Utah County Fire and Service Contract](#)
- B. Junior Baker - Legal
 - 1. [Special Events Policy](#)
- C. Seth Perrins - Administration
 - 1. [BYU Study - 4-10's Preview*](#)
 - 2. [2004-2005 Salary Schedule*](#)
- D. Richard Heap - Engineering
 - 1. [Utility Board Recommendation - David Tuttle - Request for Water Services Outside of City Limits*](#)
 - 2. [Utility Board Recommendation - David Tuttle - **Pressurized Irrigation - Special Service Policy**](#)
 - 3. [Connector's Agreement](#) - Purnell Estates - 1400 South

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

AGENDA REQUEST FORM

Date of Meeting Requested to Attend:

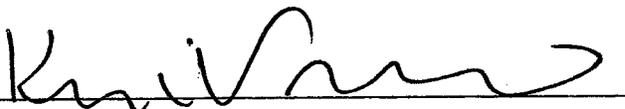
9-21-04

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

Name ALBERTSONS : KARI WESSMAN Phone Number _____
Address _____

Please list the subject and detailed information regarding your request:

RESTRICTED SELLING OF BEER ON SUNDAY


Signature

9/8/04
Date

Spanish Fork *City Council Report*

To:	City Council	ID # GP Amend	04-02
From:	Emil Pierson, City Planner	Current GP	Res. 5-12 u/a & R-O
Date:	October 5, 2004	Proposed GP	Professional Office
Subject:	Davis General Plan Amendment	Property Size	.45 acres
Location:	60 East 800 North		

BACKGROUND

The applicant(s), Richard Davis, is asking for General Plan Amendment approval of approximately .45 acres (19,602 square feet) from Residential 5-12 u/a/Residential Office to Professional Office. If approved the applicant would like to construct an office building.

This property is currently zoned as Residential Office (see attached map for more detail).

ANALYSIS

To the West of the proposed Amendment is Carl's Jr which is General Planned as General Commercial. East and North is property projected to be Professional Office. South is planned as Residential 5-12 u/a.

DEVELOPMENT REVIEW COMMITTEE

The Development Review Committee reviewed this request at their August 25th meeting and recommended approval.

Minutes August 25, 2004

Davis General Plan Amendment

Mr. Pierson said the applicant, Richard Davis, is requesting to amend the General Plan for property located at 60 East 800 North. Currently, the property is shown in the General Plan as Residential Office (R-O), 5-12 units per acre and zoned Residential Office. The surrounding properties are in the General Plan as General Commercial, Professional Office and Residential Office. Mr. Davis is requesting to amend the property to General Commercial in the General Plan and to rezone the property to General Commercial (C-2).

Mr. Oyler asked concerning the other two adjacent parcels. Mr. Pierson said the two parcels are not part of the request. He said in his opinion the whole area could be zoned General Commercial or Professional Office.

Mr. Davis presented a plan for the project, including almost 30 percent landscaping.

A discussion took place to include the entire area amended in the General Plan.

Mr. Davis said he does not want to do anything that may upset the neighbors. If changing the request causes a delay in the process he does not want to change the request. Kathleen Koyle said she represents Mr. Davis and he has some units under contract and if he cannot close and move forward he will lose the contract and his property. Mr. Pierson said the change will not delay the process for Mr. Davis's property.

Mr. Pierson made a **motion** to recommend approval of the Richard Davis General Plan Amendment request amended the property located at 60 East 800 North from Residential Office to Professional Office. Mr. Oyler **seconded** and the motion **passed** with a unanimous vote.

REZONE MOTION

Mr. Pierson made a **motion** to recommend approval of the Richard Davis Rezone request for the property located at 60 East 800 North from Residential Office (R-O) to Commercial Office (C-O) with the following finding(s)

1. The property meets and following the General Plan requirements for the Commercial Office Zone,
2. The rezone does not adversely impact the adjacent properties.

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

PLANNING COMMISSION

The Planning Commission held a public hearing on the requested change to the General Plan. The Commissioners discussed the surrounding neighborhood and uses. Including in the discussion was what could happen on the surrounding parcels and possible developments. Public comment was received. The Commission recommended approval of the General Plan change.

RECOMMENDATION

APPROVE

Make a motion to **APPROVE** the Davis General Plan Amendment for the property located at 60 East 800 North from Residential 5-12 u/a & Residential Office to Professional Office.

DENY

Make a motion to **DENY** the Davis General Plan Amendment for the property located at 60 East 800 North from Residential 5-12 u/a & Residential Office to Professional Office for the following reason(s):

TABLE

Make a motion to **TABLE** the Davis General Plan Amendment for the property located at 60 East 800 North from Residential 5-12 u/a & Residential Office to Professional Office for the following reason(s):

Davis GP Map

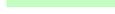
Legend

Roads

-  Other Roads
-  Not Paved
-  Paved
-  Rivers



Buildings

-  Spanish Fork Boundary
-  Line Measurements
-  1 U/40 Acres
-  1 U/5+ Acres
-  1 U/5+ Acres / 1-2.5 U/A
-  1 U/5+ Acres / 2.5-3.5 U/A
-  1 U/5+ Acres / 3.5-5 U/A
-  1 U/5+ Acres / Business Park
-  1 U/5+ Acres/General Commercial
-  1 U/5+ Acres/Light Industrial
-  1 U/5-12 Acres / Residential Office

1-2.5 U/A

2.5-3.5 U/A

3.5-5 U/A

5-8 U/A

5-8 U/A / Professional Office

5-8 U/A / Residential Office

5-12 U/A

Downtown

Professional Office

Shopping Center

General Commercial

General Commercial / Business Park

Light Industrial

Light Industrial / Commercial

Light Industrial / Business Park

Medium Industrial

Heavy Industrial

Parks, Schools, Open Space

Recreation

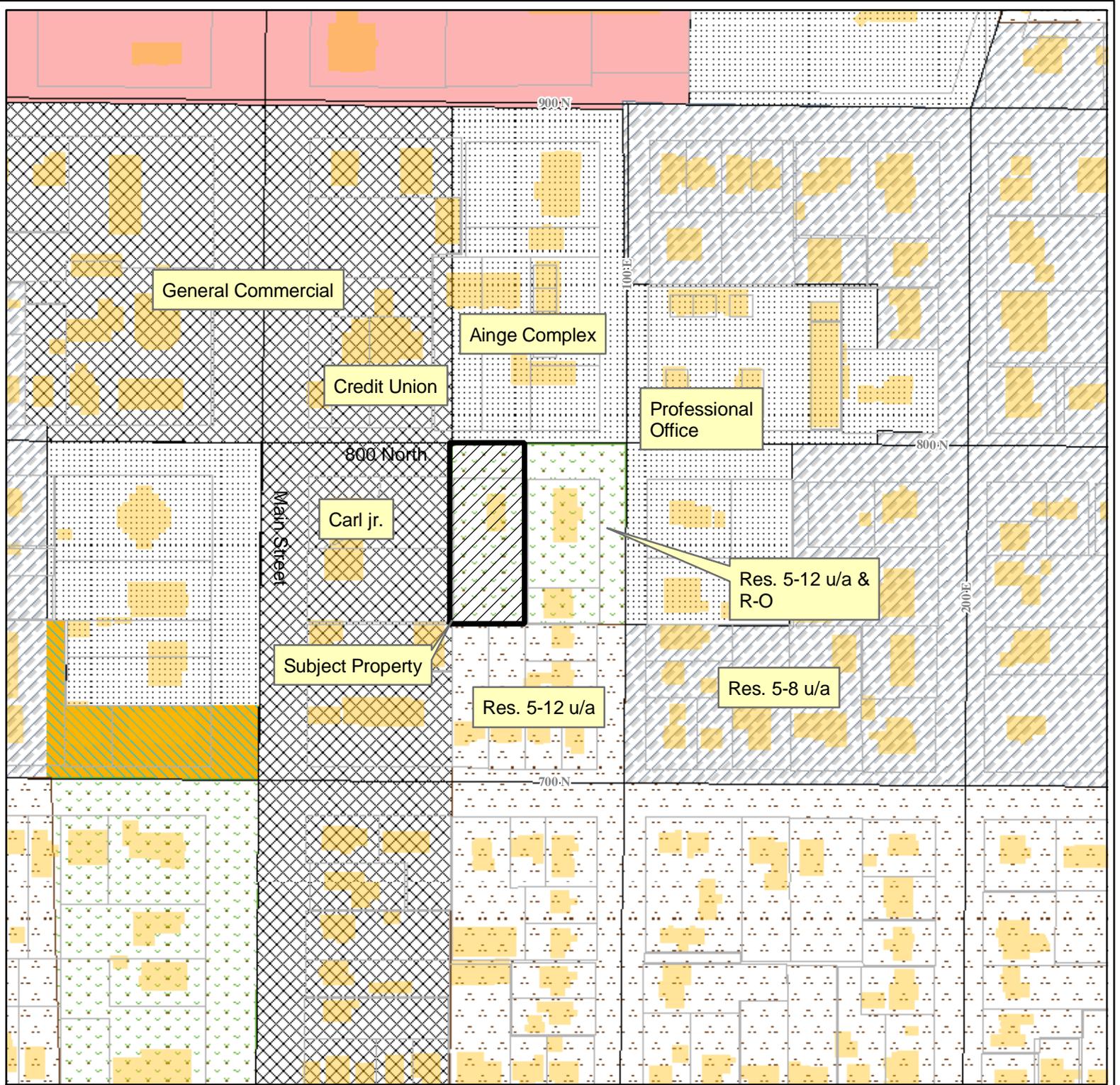
1 inch equals 185.9 feet



Geographic Information Systems

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

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Spanish Fork

City Council Staff Report

To:	City Council	ID # Rezone	04-03
From:	Emil Pierson, City Planner	Current Zoning	R-O
Date:	October 5, 2004	Proposed GP	C-O
Subject:	Davis Zoning Map Amendment	Property Size	.45 acres
Location:	60 East 800 North		

BACKGROUND

The applicant(s), Richard Davis, is asking for Zoning Map Amendment for .45 acres (19,602 square feet) from Residential Office (R-O) to Commercial Office (C-O). If approved the applicant would like to construct an office building. (see attached map for more detail).

ANALYSIS

To the West of the proposed Amendment is Carl's Jr which is Zoned General Commercial (C-2). To the East is zoned R-O and is an office. To the north is the Ainge Plaza zoned Commercial Office. To the south is homes zoned R-1-6.

DEVELOPMENT REVIEW COMMITTEE

The Development Review Committee reviewed this request at their August 25th meeting and recommended approval.

Minutes August 25, 2004

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1. The property meets and following the General Plan requirements for the Commercial Office Zone,
2. The rezone does not adversely impact the adjacent properties.

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

PLANNING COMMISSION

The Planning Commission held a public hearing for this request at their September 1st meeting. Residents living nearby shared their concerns about the parking, lights, and possible blowing trash. The applicant stated he would flip the building resolving a number of their issues. They recommended approving the rezone from Residential Office to Commercial Office at 60 East 800 North.

RECOMMENDATION

APPROVE

Make a motion to **APPROVE** the Davis Zoning Map Amendment at 60 East 800 North from Residential Office to Commercial Office.

DENY

Make a motion to **DENY** the Davis Zoning Map Amendment for the property located at 60 East 800 North from Residential Office to Commercial Office for the following reason(s):

TABLE

Make a motion to **TABLE** the Davis Zoning Map Amendment for the property located at 60 East 800 North from Residential Office to Commercial Office for the following reason(s):

Davis Zoning Map

Legend

Roads	
	Other Roads
	Not Paved
	Paved
Rivers	
	A-E
	C-1
	C-2
	C-D
	C-O
	I-1
	I-2
	I-3
	R-1-12
	R-1-30
	R-1-6
	R-1-8
	R-1-9
	R-1-6
	R-3
	R-O
	R-R
	S-C
	UV-C
Buildings	
	Spanish Fork Boundary
	LineMeasurements



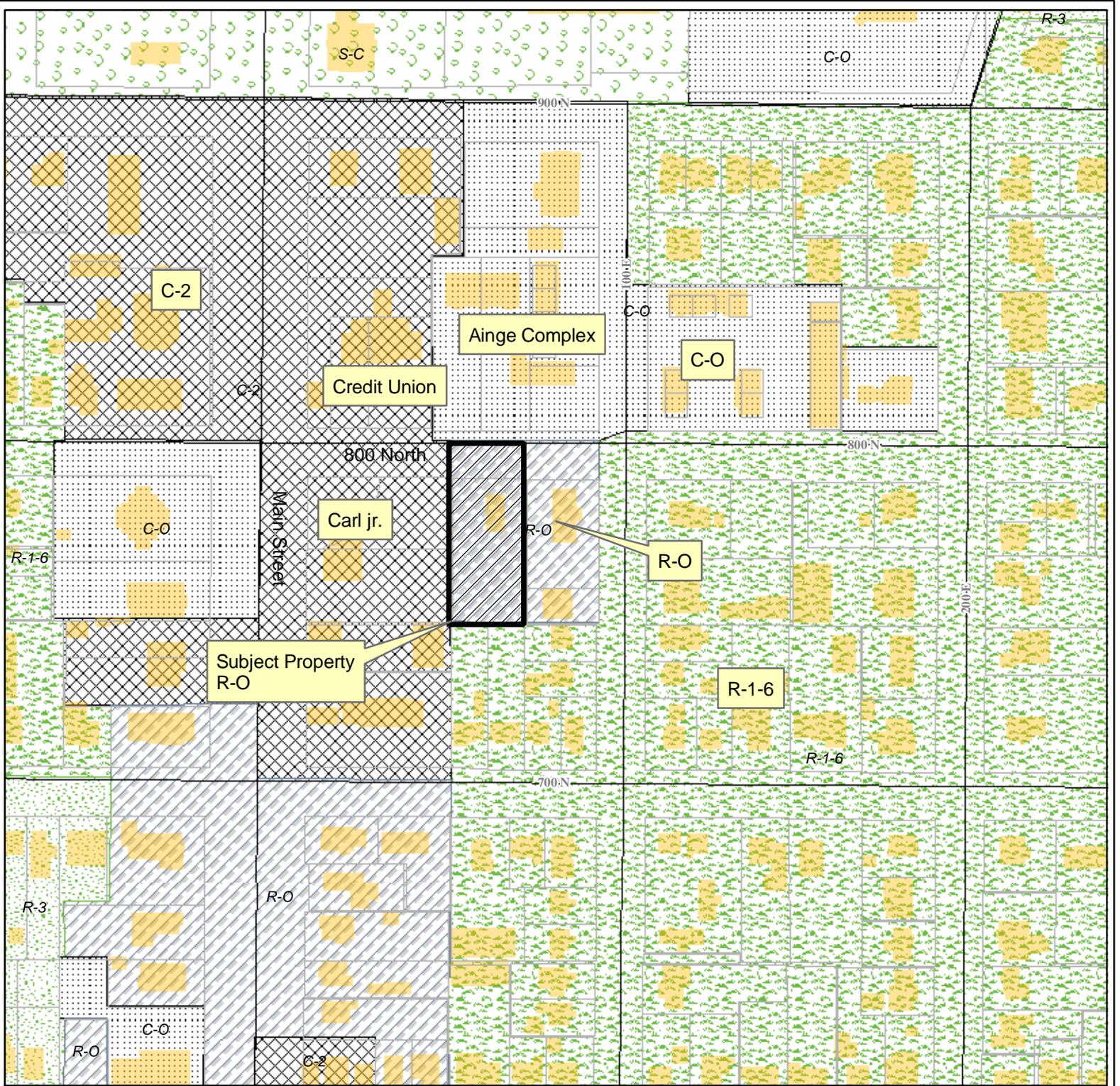
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July 8, 2004

FIRE AND SERVICE CONTRACT

This contractual agreement is made and executed in duplicate this ____ day of _____, 2004, by and between, UTAH COUNTY hereinafter referred to as the COUNTY, a body corporate and politic, and SPANISH FORK hereinafter referred to as the CITY, a municipal corporation. Both parties are political subdivisions of the State of Utah empowered to contract with their principal offices currently located at 100 East Center, Provo, Utah, and, 40 S. Main St., Spanish Fork, UT, respectively.

RECITALS

The purpose of this contract generally is for the COUNTY to arrange for fire protection of the citizens and property on non-Federal and non-state land located in the unincorporated areas of the COUNTY according to the mandates of Utah State Statutes. The CITY has fire protection capabilities and is willing to provide fire protection services to the COUNTY according to the terms of this contract and for the unincorporated areas outlined below.

COVENANTS

For the purposes set forth above and in consideration of the mutual covenants and promises set forth below, the COUNTY and the CITY agree as follows:

SECTION 1 - DEFINITIONS

Cultivated Land. Land that has been cleaned and has cultivated crops, such as grain fields.

Fire Call. Response to a fire in the unincorporated area of Utah County on non federal and non state lands when notified by a CITY or by COUNTY dispatch.

Hazardous Occupancies. Locations, structures or land uses defined or designated as Hazardous Occupancies by the International Fire Code.

Incident. Any occurrence where fire fighting resources are committed to a scene pursuant to this agreement in the unincorporated area of Utah County on non federal and/or non state lands.

Initial Attack Force. Resources initially committed to an incident.

Structure. Anything constructed, the use of which requires fixed location on the ground, or attachment to something having a fixed location upon the ground.

Wildland. Land which is not owned by the State of Utah or the Federal Government and is in

an undeveloped, natural state, lacking structures or cultivated crops,

SECTION 2 - SERVICE AREAS PROTECTION

The CITY agrees to provide fire protection services to the non-Federal and non-State portion of the unincorporated area of Utah COUNTY more precisely described in the attached SCHEDULE A, which is incorporated herein by this reference.

The COUNTY shall not have any responsibility for the following:

1. An incident call answered by the CITY within its own corporate limits, once annexation or incorporation has removed the territory from the unincorporated area of the COUNTY.
2. An incident call answered by the CITY within the corporate limits of another municipality.
3. An incident call answered by the CITY outside the corporate limits of the COUNTY, provided that a call which initiates in the county and moves outside the county will continue to be paid for by COUNTY. COUNTY will be responsible for mutual aid agreements with surrounding counties in order to be reimbursed.
4. Federal and State Owned properties are excluded from this agreement.

Billings for fire responses on State and Federal owned properties will be submitted to Utah County under the Participating Agreement Between the Utah Division of Forestry Fire and State Lands and Utah County in effect on the date of the fire response.

SECTION 3 - THE GUARANTEED FIRE APPORTIONMENT PAYMENT

CITY agrees that the Guaranteed Fire Apportionment Payment will provide COUNTY with incident coverage for the first hour of response to an incident.

A Guaranteed Fire Apportionment is to be paid to the CITY by the COUNTY and shall be calculated based on the formula described in SCHEDULE B attached hereto and incorporated herein by this reference. Beginning each city fiscal year, CITY shall receive notice of the sum of the Guaranteed Fire Apportionment Payment, which shall be paid in quarterly payments due the first week of July, October, January, and April, plus any hourly sum due pursuant to this section, which hourly sums shall be due within thirty (30) days of billing. Quarterly payments shall be made by COUNTY pursuant to the formula set forth herein. The Guaranteed Fire Apportionment Payment shall be

adjusted annually in order to make a fair distribution of funds, based on the number of county improved parcels, CITY responses to COUNTY fires, annexations, and COUNTY fire expenditures.

Responses shall be based on a five year average of the five most current years for which data is available. The total amount available for the Guaranteed Fire Apportionment in SCHEDULE B shall be modified annually based on the property tax collections in Utah County Special Service Areas 7 and 9. In the event the expenses to fight county fires exceed the growth in the funds collected, the parties agree to cooperate in an adjustment, which may, of necessity, require a tax increase in Service Areas 7 and 9.

SECTION 4 - PAYMENT FOR SERVICES FOR UNINCORPORATED AREA

CITY shall submit to the COUNTY within 30 days of an incident, a Utah County Fire Report and Billing Form. These reports are necessary for the purpose of receiving reimbursement for fighting fires and will be based on the rates set forth in the following paragraphs. For purpose of tracking all expenses related to suppression, the billing for COUNTY shall be based on the entire time that CITY is responding to the fire. All billings shall be based on the PAYMENT SCHEDULE listed below. As agreed the Guaranteed Fire Apportionment Payment will reduce the amount billed for the first hour of that period and will be deducted from the total billing.

The Utah County Fire Report and Billing Form provided to COUNTY in a timely manner, within 30 days of incident, will be a requirement for payment of services and for the Guaranteed Fire Apportionment Payment.

PAYMENT SCHEDULE

<u>Equipment*</u>	<u>Per Hour *</u>
1. Engine Type 1	\$238.00 *Minimum Personnel included four (4)
2. Engine Type 2	\$238.00 *Minimum Personnel included three (3)
3. Engine Type 3 and 4	\$135.00 *Minimum Personnel included three (3)
4. Engine Type 5	\$130.00 *Minimum Personnel included three (3)
5. Engine Type 6	\$125.00 *Minimum Personnel included three (3)
6. Water Tenders Type1	\$135.00 *Minimum Personnel included one (1)
7. Water Tenders Type2	\$120.00 *Minimum Personnel included one (1)

- 8. Water Tenders Type 3 \$100.00 *Minimum Personnel included one (1)
- 9. Extrication Rescue Unit \$200.00
- 10. False Alarm or wrongful dispatch \$200.00
- 11. Ambulance Support - Structure Fire \$125.00

12. *If CITY vehicle manning policy exceed the minimum personnel listed COUNTY will reimburse the number of personnel required by CITY policy.

Components	Minimum Standards for Engine Type						
	1	2	3	4	5	6	7
Pump Capacity (GPM)	1000	500	120	70	50	50	20
Tank Capacity (Gallons)	400	400	500	750	500	200	125
Hose 2 1/2" (feet)	1200	1000					
Hose 1 1/2" (feet)	400	500	1000	300	300	300	200
Hose 1' (feet)	200	300	300	300	300	300	200
Ladder (Feet)	20	20					
Heavy Stream (GPM)	500						
Personnel (Minimum Number)	4	3	3	3	3	2	2

*Rates for Federally owned equipment(FEPP), used to fight fires, will be billed according to the State Federal Excess Rates to be updated annually, and do not include personnel costs.

Additional Manpower. Additional manpower shall be paid at the following rate: \$7 per hour for standby; \$12 per hour for each non-certified Fire Fighter One; \$15 per hour for each certified Fire Fighter One. To the extent possible, only certified fire fighter one personnel will respond to structure fires. Personnel responding to wildland fires other than initial attack, will have “red cards.”

Service Outside Designated Area. The COUNTY shall pay the CITY upon presentation of an itemized bill for service outside the designated service area described in SCHEDULE A, whether covered by a mutual aid agreement or not, according to the Payment Schedule, whenever:

1. The CITY is called upon to assist another municipality through an on scene incident commander or designee at an incident within the unincorporated area of Utah COUNTY, or;
2. The CITY is called to provide first response to an incident within the unincorporated areas of Utah COUNTY outside the area designated by SCHEDULE A

SECTION 5 - UTAH COUNTY RESPONSE

If COUNTY responds to a Wildland or structural incident within the CITY limits, COUNTY will by mutual agreement bill CITY using the above rates for any response requested by CITY agency.

SECTION 6 - INSPECTION AND AUDITS

The COUNTY shall be responsible for the enforcement of Federal, State and Local laws within the boundaries of the properties described in SCHEDULE A. It shall be the responsibility of the COUNTY to conduct appropriate on-site inspections of the properties within the unincorporated areas and of ascertaining any condition which would reasonably tend to cause fire or contribute to the spread of fire. COUNTY is responsible to know what types and quantities of flammable materials are stored in each commercial site in the county and provide that information, together with mapping of each site, to CITY fire personnel.

The COUNTY and CITY will cooperate to conduct inspections of all Hazardous Occupancies within the area designated by SCHEDULE A to ensure compliance with the International Fire Code and to develop a fire plan for each facility. If a plan is not prepared, CITY, after reasonable notice to County, may conduct inspections of hazardous occupancies. The COUNTY shall pay the CITY upon presentation of a bill for all costs incurred for each inspection of, and fire plan for, Hazardous Occupancies and or commercial sites. COUNTY is responsible to furnish mapping of storage facilities of all hazardous materials and listing of all said materials.

The CITY shall at any time during normal business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination, all of its records and data with respect to any specific incidents in the unincorporated area of Utah County to which the CITY responds and shall permit the COUNTY or its authorized agent or representative to audit and inspect

all invoices, materials, payrolls, records of personnel and conditions of employment and other data relating to incidents covered by this agreement.

Upon written request, the CITY agrees to provide a copy to the COUNTY of any Interlocal Mutual Aid Fire Protection Agreement which the CITY may enter into with any other municipality. CITY consents to COUNTY becoming a party to the existing Interlocal Mutual Aid Fire Protection Agreements between municipalities. County's membership therein will not, in any way, obviate its obligation to make the payments and honor the other commitments of this agreement.

The COUNTY shall be responsible for the enforcement of the International Fire Code within the scheduled service area and shall be responsible to perform appropriate inspections of those areas. The CITY and COUNTY shall comply with all Federal, State, and Local regulations in carrying out **their** obligations under this contract. COUNTY shall provide to CITY maps of all buildings in the unincorporated area which contain chemicals or other flammable substances showing where such substances are stored within the building.

SECTION 7 - MULTIPLE ALARMS

Alarms for fire suppression services within the scheduled service area shall be answered in the sequential order in which they are received insofar as is practical. When multiple incidents require the CITY to respond simultaneously to an in-city and an unincorporated area alarm, or to two or more unincorporated area alarms, responses shall be based upon the following priorities:

1. All in-city fire alarms.
2. Unincorporated area fire alarms involving structures.
3. Unincorporated area fire alarms involving vehicles.
4. Unincorporated area fire alarms involving cultivated lands.
5. Unincorporated area fire alarms involving a wildfire on Wildland posing a threat to forest, range, or watershed lands.
6. Others.

SECTION 8 - LIABILITY

Privileges and Immunities. The CITY shall be entitled to all the privileges and immunities

granted under Chapter 7 of Title 11, Utah Code Annotated, 1953.

Indemnification and Hold Harmless. The COUNTY hereby agrees to completely indemnify and hold the CITY harmless from any and all liability, injury, damages, claims, actions, or judgments arising in any way out of the performance of the CITY pursuant to this Agreement. This shall apply in all cases and at all times when the CITY performs under this Agreement, except as otherwise provided in this Section. The COUNTY further agrees to defend the CITY against all claims or actions arising out of the CITY'S performance hereunder, including the payment of attorneys fees incurred in so defending. This indemnification is not a waiver by COUNTY of the immunities, protections or limits of liability contained in U.C.A. 63-30-1 et. sec., the Utah Governmental Immunities Act.

Assumption of Risk and Reimbursement. Any costs associated with the repair or replacement of damaged City resources, and/or equipment, shall be fully paid by the COUNTY. The COUNTY shall also fully reimburse the CITY for all employee-related costs due to the injury or death of any CITY employee or agent performing duties pursuant to this Agreement including, but not limited to, sick leave, disability benefits, or worker's compensation payments. The CITY shall be responsible to provide insurance covering workers compensation and disability benefits. The cost of such insurance shall be reimbursed through the hourly rates established in section two.

"Performance Pursuant to this Agreement" Defined. For purposes of this section, the term "performance pursuant to this Agreement" or any equivalent terms and language shall include all actions of the CITY, its employees and agents from the time they begin to respond to a reported incident anywhere in the unincorporated area of Utah County up until the time they return and are again available for service in the CITY. It shall also include all actions of the CITY, its employees and agents while conducting any inspections of property authorized by this Agreement, and while en route to and returning from any such inspection.

Malice Excepted. The obligations of the COUNTY under this Section shall not apply in cases of intentional torts, or malice on the part of the CITY, or its employees or agents.

SECTION 9 - INCIDENT COMMAND ORGANIZATION

The CITY and the COUNTY agree to respond and operate under the Incident Command System

for all incidents occurring within the scheduled service area. The CITY fire chief or designee, shall assume a Unified Command, in accordance with NFPA standard 1561, with the on site COUNTY Fire Marshal or designee. In the absence of the COUNTY Fire Marshal or designee the Incident Commander shall be the appropriate city fire Officer according to CITY'S operating procedure. The Fire Department On Scene Incident Commander shall have the authority to increase or decrease the level of services required per incident. COUNTY agrees, subject to other intervening information, to make a good faith effort to not release CITY from an incident scene until County personnel arrive on location and fire is contained for non-federal land and non-state land fires

SECTION 10 - REPORTING SYSTEM

The International Fire Code established by the Utah State Fire Marshal under the International Fire Code has been adopted by Utah COUNTY.

The CITY shall submit a completed copy of the Utah Fire Incident report for the service area at the end of every month.

All fire incidents shall also be reported to Central Dispatch, noting their travel to, arrival at, departure from and return from an incident. Central Dispatch shall appropriately and timely respond

SECTION 11 - TERM

This agreement shall remain in operation and effect from July 1, 2004 through June 30th 2009, and shall be automatically renewed each year unless terminated by either of the parties upon giving the other party at least ninety (90) days written notice.

SECTION 12 - MISCELLANEOUS PROVISIONS

The parties hereby represent that each of them has lawfully entered into this agreement, having complied with all relevant statues, ordinances, resolutions, by-laws and other legal requirements applicable to their operation.

This contract shall be interpreted pursuant to the laws of the State of Utah, and time shall be of the essence.

In the event that litigation is necessary to enforce this agreement against either Party, the

prevailing party shall be entitled to attorney's fees against the other party.

This contract contains the entire agreement of the parties. Modifications or additional provisions may be made in writing and upon the consent and stipulation of each party.

The unenforceability or unconstitutionality of any specific provisions of this contract shall not invalidate the whole contract or prevent the remainder of the contract from being carried into effect.

DATED: _____

UTAH COUNTY COMMISSIONERS

STEVE WHITE , Chairman

ATTEST:

Kim T. Jackson , County Clerk

SPANISH FORK

Mayor DALE BARNEY

ATTEST:

City Recorder

Designated Fire Service Areas - Utah County
SCHEDULE A

Attached county map

***Utah County Fire Apportionment Formula
Schedule B***

Total Available*
\$431,203.00

50%
Number of Fires

50%
Number of taxable County Tax
Parcels showing improvements of
\$15,000 or greater for tax assessment
purposes

** The total dollars available will be adjusted annually, based on the fire related tax growth collected in Utah County Special Service Areas 7 and 9*

In addition to the Guaranteed Apportionment Payment COUNTY agrees to pay CITY \$15,000 to the CITY capital reserve for fire equipment annually on a quarterly basis due to the extended coverage of Spanish Fork Canyon.

SPECIAL EVENTS POLICY

PURPOSE

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

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

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;
 - 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. No lighted candles, flammable materials, explosives, or fireworks may be brought into nor used in any city indoor 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, issued by the Utah County Health Department, in addition to the other permits.

PRESSURIZED IRRIGATION-SPECIAL SERVICE POLICY

Special contractual services shall be considered when a landowner has relinquished flood irrigation rights to have his/her water delivered in the City system. A landowner desiring a special service shall be required to file an application for special service consideration with the City Engineer's Office. Generally, those instances fall into two categories:

1. When the city has condemned property making it impossible or impractical to water using the existing or former ditch; or
2. When the City requests the landowner to abandon the ditch for public safety purposes.

In other instances, for example when a developer creates the inconvenience or impracticality, this special service should not apply.

Those qualifying for the special service will be determined on a case by case basis. If approved, the terms will also be determined on a case by case basis and be established by contract between the landowner and the City. Factors to be taken into account in setting the terms may include, but not necessarily be limited to, the following:

1. The cost of flood irrigation to the landowner.
2. The City's cost to deliver water (pumping, reservoir, main lines, lateral lines, operation and maintenance).
3. Additional benefits conferred by City by virtue of pressurized irrigation. For example, the ability to take water anytime rather than on a set schedule.

The initial recommendation of who qualifies for a special service and the proposed terms will be made by the City Engineer or his/her designee within the Engineering Department. The Utility Board shall be required to hear all recommendations within forty-five days of the date of application. The hearing shall be open to the public. The Utility Board shall view the facts with the goal of being fair and equitable, within the guidelines of this policy. The Utility Board is not bound by the recommendation of the Engineer/designee but may adopt, modify, or change that recommendation.

The decision by the Utility Board may be appealed to the City Council. A notice of appeal must be filed with the City Recorder within ten days of the date of the Utility Board decision. The City Council is required to hear the appeal within 30 days of the notice of appeal. Appeals to the City Council are open to the public. The City Council is not bound by the recommendation of the City Engineer nor by the decision of the Utility Board. The City Council may adopt, modify, or change the decision of the Utility Board. The City Council shall view the facts with the goal of being fair and equitable, within the guidelines of this policy. The decision of the City Council is final and non-appealable.

In order to incorporate the special service as determined by the Utility Board, the landowner shall be required to enter into a contract with the City. The mayor is authorized to execute any contract approved by the Utility Board under this policy, unless an appeal is filed.

In the event an appeal is filed, the mayor is authorized to execute any contract after a decision on the appeal by the City Council. A change in the use of the property will cause a termination of the contract and the special service. Charges for pressurized irrigation water usage will then revert to the regular rate.

**Spanish Fork City
Utility Board Minutes
September 22, 2004**

Members Present: David Tuttle, Terry Brandon, Terry Brandon and Seth Sorensen.

Staff Present: Dave Oyler, City Manager; and Richard Heap, City Engineer\Public Works Director.

Others Present were Dave Olson who lives at 1942 East Canyon Road.

The meeting was called to order at 7:10 pm.

The minutes of the August 10, 2004 meeting were reviewed. A motion was made by Terry Brandon to approve the minutes of August 10, 2004, the motion was seconded by Seth Sorensen, the motion carried unanimously.

A discussion took place concerning the name of the proposed new policy referred to as "Pressurized Irrigation-Special Rate Policy". It is not really a rate per say, it is a policy whereby different rates may be charged under certain conditions. It was decided to refer to the proposed policy as a "Special Service Policy".

A handout on a "Special Service Policy" as discussed in the last meeting was reviewed. After some discussion it was decided to recommend that the Utility Board not be the last appeal to someone requesting special consideration on PI rates per this policy as had been recommended by the Utility Board in the August 10 meeting, but have the City Council be the last appeal and approval body. Mr. Dave Olson, who lives 1942 East Canyon Road, discussed his dilemma where a development was taking place that would leave him as the only user on a ditch. The developer was required to pipe the ditch. Since Mr. Olson was the only user on this 3000 foot ditch it would no longer be a company ditch and Mr. Olson would therefore assume all liability and responsibility for clean of the ditch. He requested that the Board consider his situation as one that could be considered for a special rate. Board Member Tuttle said he was not comfortable in expanding the reasons for allowing a special rate. This was not something that city had done that put him in this situation. He would either have the open ditch or the piped ditch and would have the liability regardless of the city policy concerning the development piping the ditch. Mr. Oyler mentioned that by piping the ditch, Mr. Olson liability would probably be less than if the ditch was open. Mr. Olson said he would still like a broader definition in the policy as to who would qualify.

A motion was made by Terry Brandon to approve the policy with only the name change ("Special Service Policy") and making the City Council the final review and decision with a recommendation from the City Engineer and the Utility Board, the motion was seconded by Seth Sorenson, and the motion passed unanimously.

A request for consideration for a change in the “out of city water service policy” was discussed. The present policy only allows for out of city residents to get water service on an emergency basis if approved by the City Council. This request was to allow the city water system to service a new development which would not be within the city limits. This proposed development is between the river and Power House Road near where 8800 South begins. Pros and cons were discussed. The developer would be willing to buy into the system and give water rights to the city. Future annexation of the proposed development was discussed. The present Urban Growth Boundary of the City would not allow development at this parcel within the city at this time.

The limited supply of clean drinking water was discussed. It was felt that the city’s responsibility to its residents was the first consideration.

A motion was made by Terry Brandon and seconded by Seth Sorenson to leave the policy for out of city connections to the water system as is. The motion passed unanimously.

The meeting adjourned at 8:20 p.m.



**MEMO
SPANISH FORK CITY
PUBLIC WORKS DEPARTMENT**

DATE: September 29, 2004

TO: Mayor Barney and City Council

FROM: Richard J. Nielson, Assistant Public Works Director

RE: Connectors Agreement - Purnell Estates 1400 South

Purnell Estates, located from 1700 East to approx. 2000 East on 1400 South, has requested a connectors agreement for the improvements installed along 1400 South. The Engineering Department has reviewed the construction costs and quantities submitted by Purnell. The total cost of the improvements along 1400 South was \$127,681.33 with a reimbursement amount of \$75,364.83. This connectors agreement would be for any development with frontage along 1400 East across from Purnell Estates. The Pine Meadows subdivision would be the only property affected by the agreement.

Purnell Estates Subdivision

Reimbursement Request

Description	Quantity	Unit	Unit cost	Total cost	Reimbursement
Water Main	1,315	ft	16.50	21,697.50	10,848.75
Valves & fittings	3	ea	1,291.00	3,873.00	1,936.50
Sewer main	1,315	ft	14.50	19,067.50	9,533.75
manholes	4	ea	1,800.00	7,200.00	3,600.00
Storm sewer main	1,315	ft	17.00	22,355.00	11,177.50
manholes	4	ea	1,800.00	7,200.00	3,600.00
Pressurized irrigation	1,315	ft	16.00	21,040.00	10,520.00
valves	1	ea	1,000.00	1,000.00	500.00
fittings	3	ea	400.00	1,200.00	600.00
Road prep -10 ft strip			7,000.00	7,000.00	7,000.00
Road base - 10 ft strip	167	cu/yd	9.50	1,583.33	1,583.33
Asphalt - 10 ft strip	13,150	sq/ft	1.10	14,465.00	14,465.00
Total				127,681.33	75,364.83