



## **CITY COUNCIL MEETING**

### ***ADDENDUM***

*6:00 pm*

*Tuesday, November 2, 2004*

#### **I. PRELIMINARY ACTIVITIES**

- A. Pledge of Allegiance
- B. Minutes
- C. [Agenda Request - Tracy Livingston](#) - Wind Meteorological Tower (Continued from October 19)
- D. Patriotic Artwork - Matt Barber\*

#### **II. STAFF REPORTS**

- A. Kent Clark - Finance
  - 1. Donation Policy\*
- B. Junior Baker - Legal
  - 1. [Aspen Meadows Connector's Agreement](#)
  - 2. [Interlocal Agreement](#) - Council of Governments
  - 3. [Ratification of Snyder Property Purchase](#)
  - 4. [Ratification of Hill Property Purchase](#)

#### **III. OTHER BUSINESS**

#### **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.**

Date of meeting requested to attend—**October 19, 2004**

- Subject of your request —**Conditional Use Permit for Wind Meteorological Tower**
- List detailed information regarding your request - **Request permit to erect one or two 60 meter meteorological towers (to measure wind speed). To discuss possible plans for a future wind farm. Perhaps discuss the process of applying for a conditional use permit for 6-8 1.5 MW wind turbines to be placed at the mouth of the canyon. Inform city council of timing of project development. Invite City Council Members on a trip to the Evanston Wind Farm.**

Christine Watson Mikell

IsoTruss Structures

## CONNECTORS AGREEMENT

This connectors agreement made this \_\_\_\_\_ day of November, 2004, by and between Spanish Fork City (City), and John Smiley and Bruce Hall (Smiley).

WHEREAS, Smiley is developing real property located on the bench of Spanish Fork; and

WHEREAS, Smiley has installed improvements in 1700 East Street from approximately 1500 South to approximately 1800 South which potentially benefits other property; and

WHEREAS, Smiley, at its expense, has installed 1,320 feet of twelve inch water line, in order to develop its property; and

WHEREAS, the cost of the water line is \$40,050.00; and

WHEREAS, Smiley, at his expense, has installed 1,320 feet of eight inch sewer line in order to develop his property; and

WHEREAS, the cost of the sewer line is \$55,140.00; and

WHEREAS, Smiley, at his expense, has installed 1,320 feet of storm drain line in order to develop his property; and

WHEREAS, the cost of the storm drain line is \$32,280.00; and

WHEREAS, Smiley, at his expense, has installed 1,320 feet of ten inch pressure irrigation water line in order to develop his property; and

WHEREAS, the cost of the pressure irrigation water line is \$16,920.00; and

WHEREAS, Smiley, at his expense, has installed ten feet of asphalt in the roadway for 1,320 feet, which ten feet is over the half way point of the roadway width; and

WHEREAS, the cost of the ten feet of asphalt is \$23,100.00; and

WHEREAS, the City has determined that it is just and proper that if the owners of the properties fronting these identified improvements, develop within ten years from the date of September, 2003, that Smiley should be reimbursed the pro-rata share of the cost of the improvements;

NOW THEREFORE, in consideration of the payment of \$10.00 by Smiley to City, City agrees:

1. That it will require the payment of the pro-rata cost of the improvements defined herein as a condition of permitting the owners of property fronting the improvements to connect into the lines or otherwise use the improvements described herein.

2. That the amount to connect to the water line is \$15.17 per front foot of property developed.

3. That the amount to connect to the sewer line is \$20.89 per front foot of property developed.

4. That the amount to connect to the storm drain line is \$12.23 per front foot of property developed.

5. That the amount to connect to the pressure irrigation water line is \$6.41 per front foot of property developed.

6. That the amount to develop with frontage on the asphalt road is \$17.50 per front foot of property developed.

7. That payment of the sums mentioned in the preceding paragraphs shall be without interest.

8. That if connections are made after ten years from the date of installation, there shall be no payments made as a precondition of connections.

9. That upon receipt of such sum (if said sum is ever paid to the City,) City agrees to remit said sum to Smiley or his assignee.

10. The parties agree that City has the right to determine and apportion the cost for connection.

11. Smiley shall be responsible to inform the City to assess the connection fee if it notices the intent, need, or attempt to connect to the line.

12. City shall not be liable to Smiley for failure to collect the fee(s) required by this agreement, unless the failure to collect is due solely to intentional misconduct.

DATED this \_\_\_\_\_ day of November, 2004.

SPANISH FORK CITY by:

\_\_\_\_\_  
DALE R. BARNEY, Mayor

Attest:

\_\_\_\_\_  
KENT CLARK, City Recorder

  
\_\_\_\_\_  
JOHN SMILEY

\_\_\_\_\_  
BRUCE HALL

**DRAFT #1**

**INTERLOCAL COOPERATION AGREEMENT**  
(Utah County Council of Governments)

This is an Interlocal Cooperation Agreement, made and entered into by and between the following government entities each of which is a political subdivision of the State of Utah:

Alpine, American Fork, Cedar Fort, Cedar Hills, Eagle Mountain, Elk Ridge, Genola, Goshen, Highland, Lehi, Lindon, Mapleton, Orem, Payson, Pleasant Grove, Provo, Salem, Santaquin, Saratoga Springs, Spanish Fork, Springville, Vineyard, Woodland Hills

**WITNESSETH**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action; and

WHEREAS, many problems and responsibilities have devolved upon local government in Utah County which cannot be handled adequately by independent action of individual units of government without coordination with the County or other municipal governments within the County; and

WHEREAS, the mutual interests of the municipalities and the county require the creation of a Utah County Council of Governments; and

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

**SECTION ONE**  
**EFFECTIVE DATE**

This Interlocal Cooperation Agreement shall be effective on the date it is signed by the parties.

**SECTION TWO**  
**ADMINISTRATIVE ENTITY**

The parties do not contemplate nor intend to establish a separate legal entity under their terms of the Interlocal Cooperation Agreement.

**SECTION THREE  
PURPOSE**

This Agreement is established for the following purposes:

- A. To provide a forum for discussion and study of problems of mutual interest and concern to the County and municipalities within the County.
- B. To promote a spirit of cooperation among all government units in Utah County.
- C. To achieve advantages and economies through cooperative action which can not be easily achieved individually.
- D. To promote the development of comprehensive plans for proper growth and development of the County and municipalities within the County.
- E. To agree upon mutually desirable policies and develop cooperative mechanisms among local governments for improving the administration of public services.
- F. To cooperate with governmental agencies in the solution of regional problems.
- G. To form committees to evaluate action and coordination necessary to address areas and services of common concern.
- H. To perform other functions as may be deemed appropriate.

**SECTION FOUR  
MANNER OF FINANCING/PAYMENTS**

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

**SECTION FIVE  
ADMINISTRATOR**

Pursuant to Section 11-13-7, Utah Code Annotated, 1953 as amended, the parties agree that Utah County shall act as administrator responsible for this Agreement. This Agreement does not anticipate nor provide for any organizational changes in any of the parties.

**SECTION SIX  
FILING OF INTERLOCAL COOPERATION AGREEMENT**

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

**SECTION SEVEN  
DESCRIPTION OF ARRANGMENT**

## A. OFFICERS

### 1. NUMBER.

The officers of the Council of Governments shall be a chairperson, and a vice-chairperson. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the members.

### 2. ELECTION AND TERM OF OFFICE.

The officers are to be elected by the members and shall be elected annually in January. Each officer shall hold office until his successor shall have been duly elected or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

### 3. REMOVAL.

Any officer or agent elected or appointed by the directors may be removed by the members whenever in their judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

### 4. VACANCIES.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by vote of the members for the unexpired portion of the term.

### 5. CHAIRPERSON.

The chairperson shall, when present, preside at all meetings. The chairperson may sign any documents approved by the members; and in general shall perform all duties incident to the office of chairperson and such other duties as may be prescribed by the members from time to time.

### 6. VICE-CHAIRPERSON.

In the absence of the chairperson or in event of his or her death, inability or refusal to act, the vice-chairperson shall perform the duties of the chair person, and when so acting, shall have all the powers of and be subject to all the restrictions upon the chairperson. The vice-chairperson shall perform such other duties as from time to time may be assigned to him by the chairperson or by the members.

## B. MEETINGS

1. REGULAR MEETINGS.

A regular meeting of the members shall be held monthly on the first Thursday at a time determined by the chairperson, and with consent of the members, unless there is a recognized scheduling conflict or an inadequate agenda.

4. SPECIAL MEETINGS.

Special meetings of the members may be called by or at the request of the chairperson or any three members. The person or persons authorized to call special meetings of the members may fix the place for holding any special meeting called.

5. NOTICE.

Notice of any special meeting shall be given at least five days previously thereto by written notice delivered by fax, e-mail or mail to each member at their county or city business address.

6. QUORUM.

At any meeting of the members, a majority presence of members shall constitute a quorum for the transaction of business, but if less a majority of members are present at a meeting, the members present may adjourn the meeting from without further notice.

7. MANNER OF ACTING.

The act of the majority of the members present at a meeting at which a quorum is present shall be the act of the members.

C. VOTING

Each member shall have one vote.

D. COMMITTEES

The members, by resolution, may designate from among its members any number of committees, each consisting of three or more members. Each such committee shall serve at the pleasure of the members.

**SECTION EIGHT  
INSURANCE AND INDEMNITY**

All members agree to hold any other member party harmless for any and all claims which

arise as a result of this agreement or any actions taken under the purposes set forth herein. This indemnity clause includes reasonable costs and attorney's fees. No separate insurance is required as a result of this Agreement.

## **SECTION NINE GOVERNING LAW**

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

## **SECTION TEN COSTS OF ENFORCEMENT**

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

## **SECTION ELEVEN NOTICE**

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, registered or certified mail, in the United States mail addressed to a party at the government address given above or at such other address as the member party may specify.

## **SECTION TWELVE TERM**

The initial term of this Agreement shall be ten (10) years from the effective date. Thereafter, this agreement shall renew automatically on its anniversary date for successive one (1) year periods. Any party may terminate their involvement in writing submitted at least ninety (90) days prior to July 1 of any year.

## **SECTION THIRTEEN GENERAL PROVISIONS**

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

**B. Entire Agreement.** This agreement contains the entire agreement between the

parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties to it.

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

D. **Covenants and Conditions.** Each provision of this Agreement performable by member parties shall be deemed to be both a covenant and a condition.

E. **Binding Effect.** This Agreement shall bind the parties, their successors, and assigns.

F. **Captions.** The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

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

H. **Exhibits.** The following Exhibits attached hereto, and those subsequently attached hereto from time to time, shall be considered to be binding upon all parties. The parties' signatures on Exhibits shall be evidence that the same are accepted.

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

CITY COUNCIL

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Recorder

Approved as to Form and Compatibility  
with the laws of the State of Utah

By: \_\_\_\_\_  
City Attorney

## REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City) and Shannon Claire Snyder, formerly known as Shannon S. West (Snyder), and in consideration of the mutual promises herein, hereby contract, covenant and agree as follows:

1. Snyder owns real property in Spanish Fork City located at 300 North 57 East more particularly described as follows:  
  
Commencing 7 ½ rods West of the Southeast Corner of Block 75, Plat A, Spanish Fork City survey; thence West 4 ½ rods; thence North 99.83 feet; thence East 74.25 feet; thence South 99.83 feet; thence West 74.25 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 \$121,000.00. City hereby tenders \$1,000 earnest money for the property. The balance of the purchase price will be due in cash 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."
3. Snyder warrants and represents as follows:
  - A. That no person or entity claiming under, by, or through Snyder 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. Snyder 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. Snyder, nor to her knowledge any previous owner, tenant, or occupant of the 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.

9. 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.

10. 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.

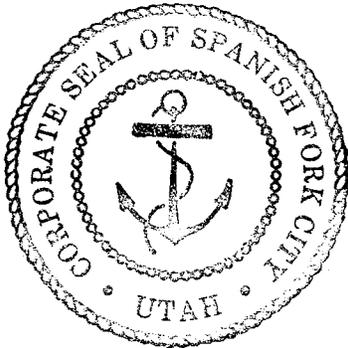
DATED this 20 day of October, 2004.

SPANISH FORK CITY by:

*Dale R. Barney*  
DALE R. BARNEY, Mayor

ATTEST:

*Kent R. Clark*  
KENT R. CLARK, Recorder



*Shannon Claire Snyder*  
SHANNON CLAIRE SNYDER

REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City) and the Gerald L. Hill Family, LLC (Hill), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. Hill owns real property in Spanish Fork City, near the Spanish Fork River, more particularly described as follows:

Parcel #1

Beginning at a point on the easterly boundary of proposed Plat "B", SPANISH FIELDS Subdivision located N89°55'25"E along the ¼ Section line 1,558.68 feet and South 2,573.45 feet from the West ¼ Corner of Section 24, T8S, R2E, S.L.B. & M. (Basis of Bearing: N1°09'23"E along the Section line from the West ¼ Corner to the Northwest Corner of said Section 24); thence Northeasterly along the arc of an 866.00 foot radius non-tangent curve (radius bears: S13°03'05"E) 88.28 feet through a central angle of 5°50'26" (chord: N79°52'08"E 88.24 feet); thence N82°47'21"E 137.41 feet; thence S0°45'00"W 153.31 feet; thence West 225.85 feet to the easterly boundary of said proposed Subdivision; thence N2°13'08"E along said line 120.62 feet to the point of beginning.

An area containing: 0.71 acres.

Parcel #2

Beginning at a point located N89°55'25"E along the ¼ Section line 1,781.87 feet and South 2,540.98 feet from the West ¼ Corner of Section 24, T8S, R2E, S.L.B. & M. (Basis of Bearing: N1°09'23"E along the Section line from the West ¼ Corner to the Northwest Corner of said Section 24); thence N82°47'21"E 122.87 feet; thence S2°47'44"W 168.92 feet; thence West 115.67; thence N0°45'00"E 153.31 feet to the point of beginning.

An area containing: 0.44 acres.

2. City is desirous of purchasing the property, totaling of 1.15 acres, upon the terms and conditions set forth herein.

3. The purchase price is \$50,000.00 per acre for a total of \$57,500.00. The

full purchase price will be due in cash at closing. The price for parcel 2, in the amount of \$22,000.00, shall be held in escrow until title disputes with the Finch family are resolved by Hill.

4. The closing will take place within 45 days of 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 for parcel 1 and a quit claim deed for parcel 2, and shall be vested in the name of Spanish Fork City. These may be recorded upon closing. A warranty deed for parcel 2 shall be executed at closing and held in escrow until the title dispute is resolved. At the time the escrowed monies are released, the warranty deed for parcel 2 shall also be released for recording.

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 on the parcels 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. Hill warrants and represents as follows:
- A. That no person or entity claiming under, by, or through Hill has any option or contract to purchase any or all of the property to be sold or any interest therein. The Finch family claims some interest in Parcel 2, which Hill will resolve. It is anticipated that the resolution may extend beyond the closing date. Nonetheless, Hill currently has possession and will transfer possession to City upon closing.
  - 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. Hill 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. Hill, nor to its knowledge any previous owner, tenant, or occupant of the 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 agricultural 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.

9. City agrees to the following:

A. City will pay the cost of title insurance.

B. City will be responsible for roll-back taxes.

10. 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.

11. 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.

12. 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.

13. 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.

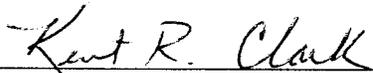
14. All risk of loss or damage to the property shall be borne by the possessor thereof until possession exchanges.

DATED this \_\_\_\_\_ day of October, 2004.

SPANISH FORK CITY by:

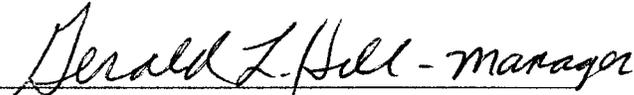
  
\_\_\_\_\_  
DALE R. BARNEY, Mayor

ATTEST:

  
\_\_\_\_\_  
KENT R. CLARK, Recorder



GERALD L. HILL FAMILY, LLC by:

  
\_\_\_\_\_  
GERALD L. HILL, Manager