CITY COUNCIL MEETING

6:00 pm
Tuesday, December 6, 2005

I. PRELIMINARY ACTIVITIES

A. Pledge of Allegiance
B. Minutes
C. Agenda Request - Street Parking Ordinance
D. Agenda Request - Wasatch Wind
E. Scott Peterson Variance Request - Appeal Authority

II. PUBLIC HEARINGS

6:30 pm
A. Whispering Willows Amended Preliminary Plat
B. Nebo School District Annexation
C. Donation Request- Spanish Fork Theater
D. FY 2006 Budget Revision #1

III. STAFF REPORTS

A. Emil Pierson - Planning
1. General Plan
2. Lifting Utility Restriction

B. Kent Clark - Finance
1. Purchasing Ordinance Amendment
2. Ratification of Capital Improvement Contracts
3. FY 2005 Financial Audit*

C. Junior Baker - Legal
1. South Utah Valley Animal Services Special Service District Interlocal Agreement
2. South Utah Valley Municipal Water Association - Amended Interlocal Agreement

D. Richard Heap - Public Works
1. 2005 Sports Park Center 4-Plex Project - Fencing Change Order #1

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 located at 40 South Main St. 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: December 6, 2005

All forms must be completed and returned by NOON the Wednesday two weeks prior to the Council Meeting requested. (Return no later than: 6:00 pm)
Thank you.

Name M. FROST BOYER & ANDREW PRIOR
Address 86533 420 E SPANISH FORK, UT. 84660
Phone Number 801-798-8930

Please list the subject and detailed information regarding your request:

IN SPANISH FORK THERE'S AN ORDANANCES, THAT READS, A PERSON, WHO PARKS A CAR FOR SALE LONG MAIN STREET SOUTH 100 TO 4005 - WILL NEED TO MOVE CAR EVERY 3 HRS TO OPPOSITE SIDE OF STREET & THAN WALK BACK ACROSS STREET IN DANGEROUSLY YOUR LIFE IN CAR OR WALKING. 6 TIME A DAY. I HAVE A NEIGHBOR WHO IS PEAGENT MONS & can't walk TO 9000 IS GOING TO IN DANGER HER LIFE TO MOVE CAR ON HIGHWAY THERE ARE CARS PER. HR OF 130. VERY DANGEROUS PURE DANGE

WE the people OF SPANISH FORK HAVE A BETER IDEA. Put car on one Right SIDE OF Road AT 7:30 AM, AT 12 TO 1 PM MOVE DOWN SAME SIDE STREET 1000 to 3000 FEET. THAN WALK BACK 350 FROM THE ROAD SAVELY. 10% OF getting INTO ANY accident. W/TRAFFIC. WE would LIKE TO WORK W/ you on our SUGGESTION. But IF you FORCE US to get OUT SIDE HELP, WE will DO so.

THANK you VERY MUCH.

M. Frost Boyer
Signature

11/14/05
Date

Connie Swain

From: Contact [contact@spanishfork.org]
Sent: Monday, November 14, 2005 3:09 PM
To: 'Connie Swain'
Subject: FW: request to be on SF city council agenda

Seth Perrins
Assistant City Manager
Spanish Fork City
Phone: 801-798-5000 x. 27
Fax: 801-798-5005

-----Original Message-----
From: Christine Watson Mikell [mailto:christine@isotruss.com]
Sent: Monday, November 14, 2005 3:05 PM
To: contact@spanishfork.org
Subject: request to be on SF city council agenda

1. Date of meeting requested to attend—December 6th
2. Subject of your request : Wasatch Wind met tower lease
3. List detailed information regarding your request : Spanish Fork City and Wasatch Wind entered into a lease agreement last year. As part of that lease agreement, Wasatch Wind was given the right to install an 83 meter wind tower on city property. The lease expires at the beginning of December. Wasatch Wind would like to ask the council to extend that lease for another year or longer. In addition, Wasatch Wind would like to give an update of the status of the wind farm
4. Your full name Christine Watson Mikell
5. Your e-mail address Christine@isotruss.com
6. Your physical or mailing address 3658 E Golden Oaks Dr Salt Lake City UT 84121
7. Your phone Number 801-943-0104 or if busy 801-455-1045

Thanks,

Christine Watson Mikell
Wasatch Wind, Project Director
Christine@isotruss.com
801-943-0104 (office)
801-455-1045 (cell)
801-942-1675 (fax)

LEASE AGREEMENT

THIS LEASE AGREEMENT (Lease) dated as of November 16, 2004, is between Wasatch Wind, LLC, (Lessee) whose address is 357 W. 910 S. Heber City, Utah and Spanish Fork City, (Lessor) whose address is 40 South Main Spanish Fork, Utah 84660.

The parties hereto agree as follows:

1. Premises. Lessor owns the real property legally described in Exhibit "A," which is part of a parcel commonly known as the Olsen Well Property. Subject to the following terms and conditions, Lessor leases to Lessee that property described in Exhibit "A" (Property), including any applicable easements for access and utilities.

2. Use. The Property may be used by Lessee for the construction of a tower to test wind velocities for potential electric wind turbines. Lessee is responsible for all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Property. This Lease is limited to testing and wind turbines may not be erected without a new lease agreement.

3. Condition Precedent. This Lease is conditioned upon Lessee, or Lessee's assigns, obtaining all governmental permits and approvals enabling Lessee, or its assigns, to construct and operate the test tower on the Property.

4. Term. The term of this Lease (Term) shall be twelve (12) months commencing on the 16th day of November, 2004. Lessee shall have the option to extend the Lease an additional twelve (12) months, by giving notice to Lessor at least ninety (90) days prior to the expiration of the initial Term.

5. Early Termination. Lessor may terminate the lease prior to the end of the term if it sells the property, upon sixty days notice to Lessee, provided that Lessor may not terminate the lease prior to June 1, 2005 (notice given by April 1, 2005). However, Lessor and any actual or potential buyer may access the leased property at any time and make preparations for future site work, so long as such access/preparation does not interfere with Lessee's tower nor guy wires. Lessor and Lessee agree to cooperate in access/preparation issues. If the lease is terminated early, the rent shall be pro-rated and a refund returned to Lessee with the notice required.

6. Rent. Upon the execution of this Lease, Lessee shall pay Lessor, as rent, the sum of Five Hundred dollars ($500) for the Term. If Lessee exercises its option, rent for the next year, in the same amount, shall be due on or before November 16, 2005.

7. Improvements; Access.

(a) Lessee shall maintain all access upon the Property. If Lessee causes any damage, it shall promptly repair the same.

(b) Lessee shall have the right to take an electrical feed from Lessor's meter at the nearby well pump house for minimal electrical usage. Lessee shall be limited to electrical usage for FAA required strobe lights at the top of its test tower and shall pay to Lessor the sum of ten dollars ($10.00) per month for such electrical usage. This payment is in addition to the rent and shall be paid monthly. If Lessee's electrical power needs turn out to be greater, the parties will modify this paragraph.

(c) Lessee shall remove all its Facilities, at its sole expense, at the expiration of the Term, any Renewal Term, or upon early termination. Lessee shall repair any damage to the Property caused by such removal and shall return the Property to the condition which existed on the Commencement Date, reasonable wear and tear excepted.

8. Interference with Well. Lessee's Facilities shall not disturb Lessor's use of the well located on Lessor's property adjacent to the Property, nor cause any disruption to the flows, nor damage, in any manner, Lessor's well.

9. Taxes. Lessee shall pay personal property taxes assessed against Lessee's Facilities, when due.

10. Insurance. Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of $1,000,000.00 aggregate and per occurrence, (2) $1,000,000.00 excess policy, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of $1,000,000.00 per occurrence.

11. Assignment. Lessee may assign this Lease with the consent of Lessor, which consent shall not be unreasonably withheld.

12. Title and Quiet Enjoyment. Lessor warrants that it has full right, power, and authority to execute this Lease; Lessor further warrants that Lessee shall have quiet enjoyment of the Property during the Term of this Lease or any Renewal Term, unless terminated early based upon a sale of the property.

13. Environmental**.** Lessor represents that the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes. In addition, Lessor represents that no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels or underground storage tanks are located on the Property.

14. Miscellaneous.

(a) If any provision of the Lease is ruled invalid or unenforceable, the remainder of this Lease shall be severable from the invalid portion, and each remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(b) This Lease shall be binding on and inure to the benefit of the successors and assignees of the respective parties.

(c) Any notice or demand required to be given herein shall be made by certified mail, return receipt requested, or reliable overnight mail to the address of the respective parties set forth below:

Lessor: Spanish Fork City
40 North Main
Spanish Fork, Utah 84660
Attn: David Oyler

Lessee: Wasatch Wind, LLC
357 W. 910 S.
Heber City, Utah 84032
Attention: Tracy Livingston

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

(d) This Lease shall be governed under the laws of the State of Utah.

(e) The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees, expert witness fees, and court costs, including appeals, if any.

(f) This Lease constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

SPANISH FORK CITY by:

_____
DALE R. BARNEY, Mayor

ATTEST:

_____
KENT R. CLARK, Recorder

WASATCH WIND, LLC by:

_____
TRACY LIVINGSTON, Manager

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lessor's Property subject to this lease is legally described as follows:

Commencing at a point which is South 1880.53 feet and East 1591.27 feet from the West Quarter Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base and Meridian; Thence S20º05’13”E 265.62 feet; Thence N70º08’37”E 267.07 feet; Thence N20º10’25”W 267.86 feet; Thence S69º39’46W 266.67feet to the Point of Beginning. CONTAINING 1.63 ACRES.

SPANISH FORK CITY
APPEAL AUTHORITY
STAFF REPORT

To:	Appeal Authority		
From:	Emil Pierson, City Planner	**Zoning:**	R-1-12
Date:	December 6, 2005	**Property Size:**	8,164 sq. ft.
Subject:	Scott Peterson is requesting a variance to allow a 13-foot rear yard setback instead of the required 25-foot.		
Location:	2738 East 1720 South		
Noticed:	10 days prior to meeting adjacent property owners notified of public meeting		

REQUEST

Scott & Bonnie Peterson, who owns or controls the property located at2738 East 1720 South, that is located in the R-1-12 residential zone, has filed a request with the Appeal Authority for a variance from Section 15.3.16.020 (E) of the Spanish Fork City Zoning Ordinance. The ordinance requires homes to be 25-feet from the rear property line The applicant is requesting to reduce the required setback by 12-feet to leave his existing home 13-feet from the rear property line.

BACKGROUND

The applicant is requesting this variance because his home was constructed only having a 13-foot rear yard setback. In the future if he sells it he wants it to be legal non-conforming. (**See Maps and Application)**

LEGAL STANDARD TO BE MET AT PUBLIC HEARING

Utah Code in Section 10-9-707(2)(a) and Spanish Fork Land Use Code, Section 15.03.08.040 outlines the standards, or conditions, for approving a variance. Under State Statute and Spanish Fork City Ordinance, the Appeal Authority may grant a variance only if **ALL CONDITIONS ARE MET**. If

all five conditions are not met, the Appeal Authority is compelled **BY LAW to DENY** the request for a variance.

Utah State Law and Spanish Fork City Ordinance require that the applicant shall bear the burden of proving that all of the conditions justifying a variance have been met.

Those conditions for approval of a variance are:

1. ***Literal enforcement of the zoning ordinance would cause an unreasonable hardship for the applicant that is not necessary to carry out the general purpose of the zoning ordinance.***
2. ***There are special circumstances attached to the property that do not generally apply to other properties in the same district.***
3. ***Granting the variance is essential to the enjoyment of a substantial property right possessed by other property in the same district.***
4. ***The variance will not substantially affect the general plan and will not be contrary to the public interest.***
5. ***The spirit of the zoning ordinance is observed and substantial justice done.***

The Utah Supreme Court decision of Chamber v. Smithfield City (714 P2d 1133) contains the standards of case law for granting variances, including no self-created hardship, no grant of special privilege, and the limited use of variances. **This means that if the variance request is self-created then the Board of Adjustment needs to deny the request.** Utah State Law has been amended to reflect those requirements.

State Law and City Ordinance require that each of the five criteria be met before a variance can be granted. The law also indicates that economic or self-inflicted hardships cannot be reasons to grant a variance. The Board should consider these five (5) criteria carefully before rendering a decision.

RECOMMENDATION

Staff recommends **APPROVAL** of the Variance:

Approval
Make a motion to ***APPROVE*** the Scott Peterson Variance Request at 2738 East 1720 South with the following five (5) findings:

1. Literal enforcement of the zoning ordinance would cause an unreasonable hardship for the applicant that is not necessary to carry out the general purpose of the zoning ordinance.

FINDING
The general purposed of the R-1-12 zone is to encourage low-density single family residences. The home has been constructed and meets the intent of the General Plan and the Zoning Ordinance which is to encourage single family homes.

In this case, literal enforcement of the zoning ordinance would cause an unreasonable hardship. The property owner would have to remove the existing home that has been constructed or at least remove 12-feet of the home on this corner to meet the ordinance. He bought the home with the understanding that it did meet the 25-foot rear setback and assumed that Hubble homes had recorded the quick claim deed adjusting the property line.

2. There are special circumstances attached to the property that do not generally apply to other

properties in the same district.

FINDING

There are special circumstances attached to this property and to this particular home. In this case, the home already is constructed. It is an irregular size and shape make it difficult to put a home on it in the first place. The city does have an ordinance allowing for homes on an irregular lot to go as close as 15 feet but must have the average rear yard setback of 25-feet. When the City reviewed the permit it met the requirements. The home was constructed under the premise that it did meet the setbacks and it was found out later that it did not meet the required setbacks because a lot line adjustment had not been recorded.

3. Granting the variance is essential to the enjoyment of a substantial property right possessed by other property in the same district.

FINDING

In this case, the applicant is trying to come into conformance with this aspect of the zoning ordinance by getting a variance for a rear yard setback. If denied he will not be able to enjoy the same privileges as the adjacent property owners in this neighborhood because the home would need to be demolished and would need to be rebuilt to meeting the setbacks. After reviewing the building envelope it would be difficult to construct any home on this lot there is 75-feet depth in the middle of lot if you subtract the 25-foot front and rear setback you are only left with a 25-foot width home while homes in this neighborhood have homes at least 36 feet in depth.

4. The variance will not substantially affect the general plan and will not be contrary to the public interest.

FINDING

The variance will not substantially affect the general plan and not be contrary to the public interest. It does blend in with the other neighboring units and been in place for a number of years.

5. The spirit of the zoning ordinance is observed and substantial justice done.

FINDING

The spirit of the Zoning Ordinance would be observed in this case. The zoning ordinance requires that homeowners have a 25-foot setback to the rear of the home. The home was built with the understanding that it met the ordinance and that the lot lines were actually in a different location. The Spanish Oaks subdivision was a Master Planned Development and does have a variety of lot sizes and if requested could have had a different rear yard setback.

Table

Make a motion to ***TABLE*** the Variance request for the following reasons:

Deny

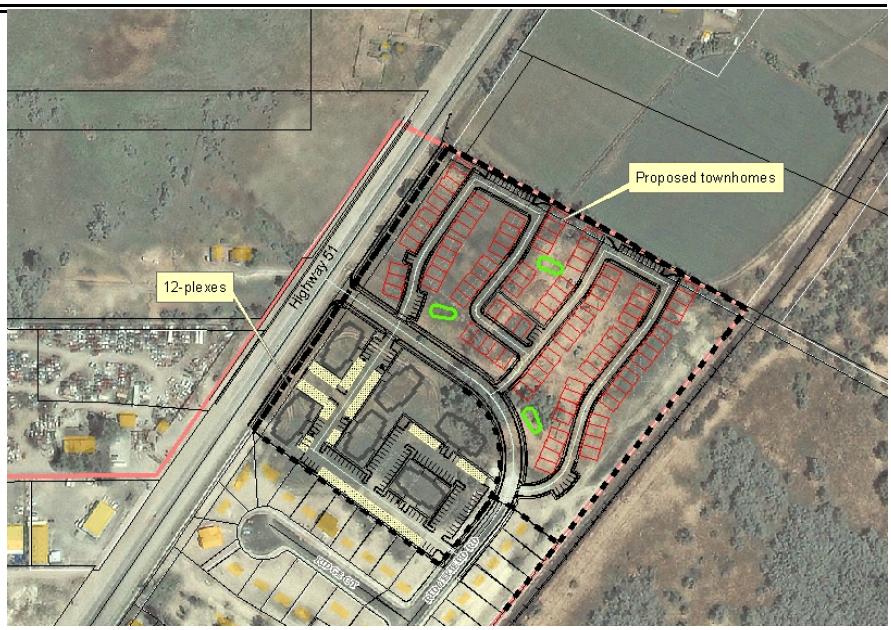
Make a motion to ***DENY*** the Variance request for the following reasons:

Note: Any appeal of the decision of the Appeal Authority must be made within thirty (30) days to the District Court for a review of the decision in accordance with Utah Code Annotated 10-9-708.

Spanish Fork City Council Report

To:	**City Council**	**ID#**	**PRE 05-03**
From:	**Emil Pierson, City Planner**	**Zoning**	**R-3**
Date:	**December 6, 2005**	**Property Size**	**29 acres**
Subject:	**Whispering Willows Amended Preliminary Plat**	**# Lots/Units**	**246**
Location:	**Ridgefield Road & Highway 6**	**Units/Acre**	**8.48 Total**

Public Notices: Mailed to everyone within 300 feet; property posted 10 days prior to meeting



BACKGROUND

Legrande Woolstenhulme is requesting to Amend the Whispering Willows Preliminary Plat in order to remove the 12-plexes that were to be constructed north of Ridgefield Road and replace them with townhomes.

ANALYSIS

The Whispering Willow preliminary plat was approved by the City Council on August 21, 2001. The approval was for 246 units of which 66 were to be single family homes and for 180 multi-family units. The original project showed the 180 multi-family units as 12-plexes.

The applicant has purchased the property and is requesting to build 72 units in six 12-plex buildings and another 100 units as townhomes on the north side of the road.

Amenities: The applicant will still construct the playgrounds and pavilions as shown on the plans.

Development Review Committee
The DRC reviewed this request at its September 28th meeting and recommended approval subject to the conditions stated below.

DRC Minutes - September 28, 2005
Mr. Pierson this is a amended preliminary plat. Mr. Woolstenhulme has been working closely with engineering and planning. The pictures provided indicate the elevation of the 12-plex and townhome area. This project is patterned after the Canyon Glen development. The units face inward and the backs of the units and driveways face the road.

Mr. Woolstenhulme said this plan worked well in Canyon Glen. The difference in Whispering Willows is each two rows of units face each other. Mr. Pierson said he prefers this rather than 12-plexes. Mr. Nielson agreed. Mr. Baker asked if the townhome area and the single family home area should be switched. Mr. Pierson said there is not enough room for the density needed.
Mr. Baker said it appears to be the same acreage. Mr. Nielson said the plat has been recorded.

Mr. Woolstenhulme said the improvements are in. Mr. Pierson said he would like to see all setbacks and sidewalks shown on the site plan. He said this is a great plan and a win for the city. Most likely there will be a lot of owner-occupied units.

Mr. .Pierson made a **motion** to recommend approval of the Whispering Willows Amended Preliminary Plat subject to the following conditions:
1. Meet all of the Construction and Development Standards,
2. Construct the development as shown on the amended preliminary plat,
3. Submit a new landscape plan prior to the plans coming before the City Council,
4. Submit playground plans prior to the plans coming before the City Council.

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

Mr. Nielson asked when road will be paved. Mr. Woolstenhulme said there have been some details associated with vandalism but the road will be done soon.

Planning Commission
The Planning Commission discussed this request at their October 5, 2005 and also at their November 2, 2005 meeting and held a public hearing at that time. The Planning Commission discussed the positive direction the project is going and like the townhomes much better than the 12-plexes. The Planning Commission recommended approval subject to the conditions listed:
1 Meet all of the Construction and Development Standards,
2. Construct the development as shown on the amended preliminary plat,
3. Submit a new landscape plan prior to the plans coming before the City Council,
4. Submit playground plans prior to the plans coming before the City Council.

RECOMMENDATION

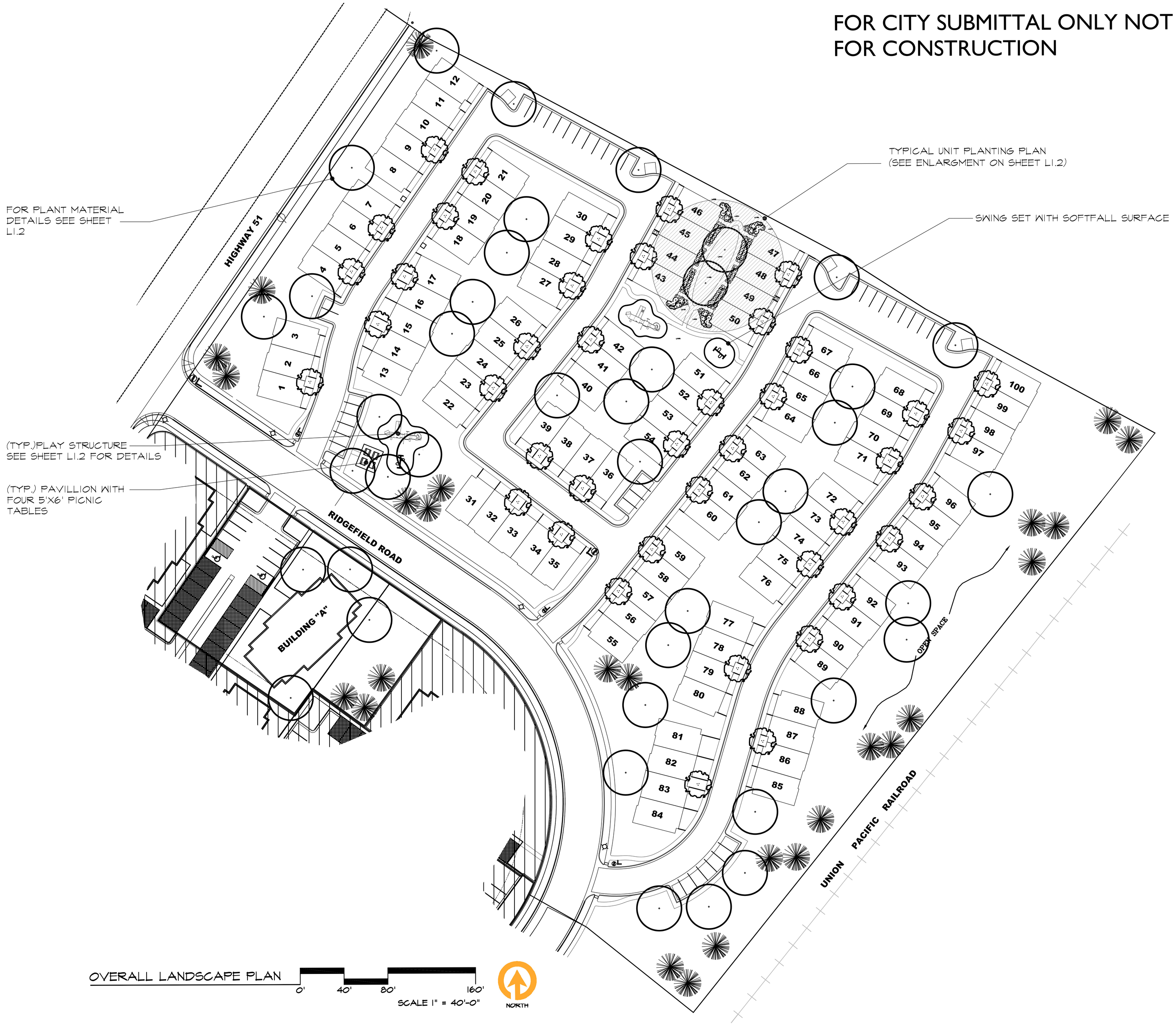
APPROVE
Make the motion to **APPROVE the Whispering Willows Amended Preliminary Plat located at Ridgefield Road & Highway 51** subject to the following condition(s):
1. Meet all of the Construction and Development Standards,
2. Construct the development as shown on the amended preliminary plat,

DENY
Make the motion to **DENY** the **Whispering Willows Amended Preliminary Plat located at Ridgefield Road & Highway 51** for the follow reason(s):

TABLE
Make the motion to **TABLE** the **Whispering Willows Amended Preliminary Plat located at Ridgefield Road & Highway 51** for the follow reason(s):

<u>Design Pictures on the 12-plexes:</u>

FOR CITY SUBMITTAL ONLY NOT FOR CONSTRUCTION



OVERALL LANDSCAPE PLAN

0' 40' 80' 160'

SCALE 1" = 40'-0"

NORTH

WHISPERING WILLOWS

SPANISH FORK, UTAH

CALL BEFORE YOU DIG! BLUE STAKES 1 800 662 4111

PREPARED BY:

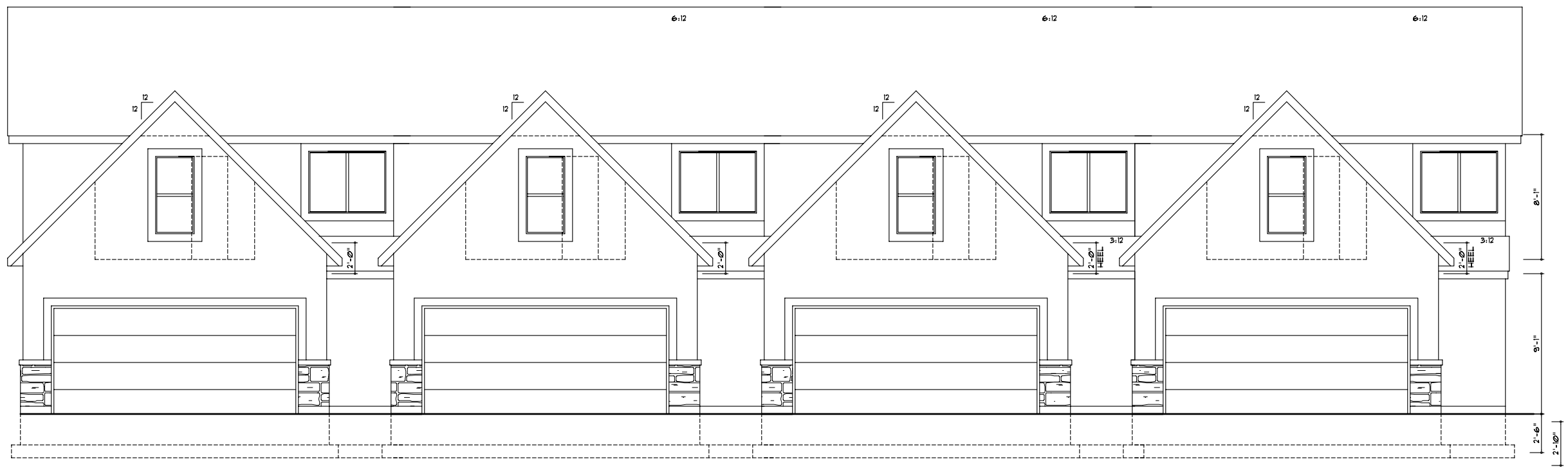
northland DESIGN GROUP
landscape architecture & master planning
13 W. 100 N. Suite 203B American Fork, UT 84003
801/763-0179 office 801/763-0180 fax e-mail@northland-design.com

REVISIONS: date by

SHEET CONTENTS:
LANDSCAPE PLAN

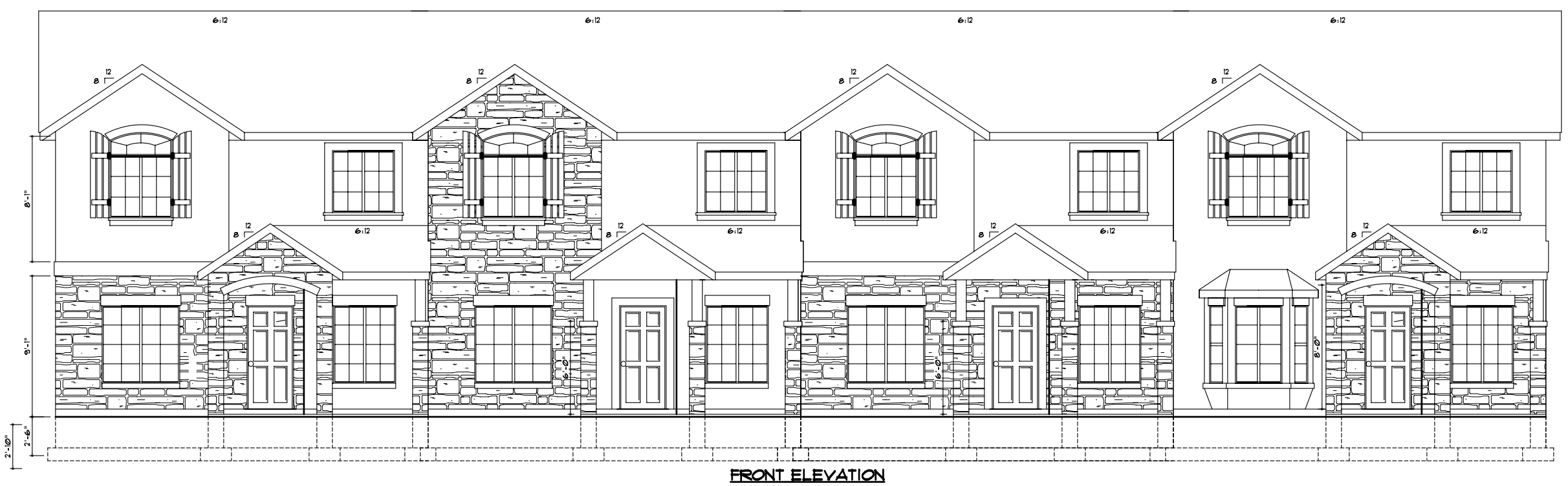
DRAWN BY: BSP
REVIEWED BY: JSF
DATE: OCTOBER 18, 2005
PROJECT NO: 05-169

SHEET:
L1.1



REAR ELEVATION

SCALE 1/4" =1'-0"



FRONT ELEVATION

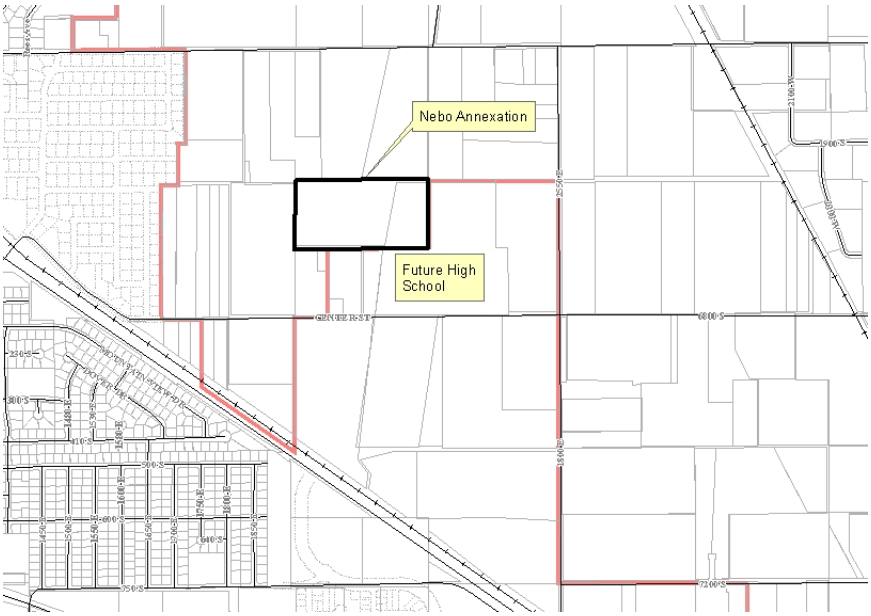
SCALE 1/4" =1'-0"

SPANISH FORK CITY COUNCIL STAFF REPORT

To:	**Planning Commission**		
From:	**Emil Pierson, City Planner**	**Property Size:**	**21.55 acres**
Date:	**December 6, 2005**	**General Plan:**	**Residential 2.5-3.5 u/a**
Subject:	**Nebo School Annexation**	**Zoning:**	**R-R**
Location:	**2000 East 200 North**		

Background

The applicant(s), Nebo School District, is requesting to annex approximately 21.55 acres into Spanish Fork City from Utah County.



Analysis

The City Boundary is to the east and south of the properties. This is the where the future high school will be located. The properties are within Spanish Fork City's policy declaration boundary but outside of the current growth boundary. The General Plan currently shows the parcels as Residential 2.5 to 3.5.

Utilities

All utilities for this property are located in the Sunnyridge subdivision and when the school is constructed will need to be looped from 2550 East to 400 North (Sunnyridge)

Development Review Committee

The DRC reviewed this request for annexation on October 26, 2005 and recommended approval subject to the following findings:

1. The property is within the Policy Declaration boundary and meets the annexation plan.
2. Does not create an island or peninsula.
3. The utilities are not currently available to this property, but will become available upon future subdivision growth.

The Development Review Committee gave this annexation a positive recommended subject to the following condition(s):

1. Nebo School District dedicates a 66-foot right-of-way for the future 200 North road.

Planning Commission

The Planning Commission held a public hearing on the annexation request at their November 2nd meeting. At that meeting the Commissioners discussed why Nebo School District was annexing this property at this time and not when the rest of the vicinity comes into the City. They also discussed the location of the utilities and who will be responsible to bring those utilities to the property in the future and when those will need to be installed.

The Planning Commission recommends annexing the Nebo School District annexation with the one condition listed.

RECOMMEDATION

Approve:

Make a motion to **APPROVE** the Nebo School District Annexation at 200 North 2000 East (City) subject to the following condition(s):

1. Nebo School District dedicates a 66-foot right-of-way for the future 200 North road.

Table

Make the motion to **TABLE** the Nebo School District Annexation at 200 North 2000 East for the following reason(s):

Deny:

Make the motion to **DENY** the Nebo School District Annexation at 200 North 2000 East for the following reason(s):

Nebo School District Annexation Map

1 Inch equals 752 Feet

Legend

Roads

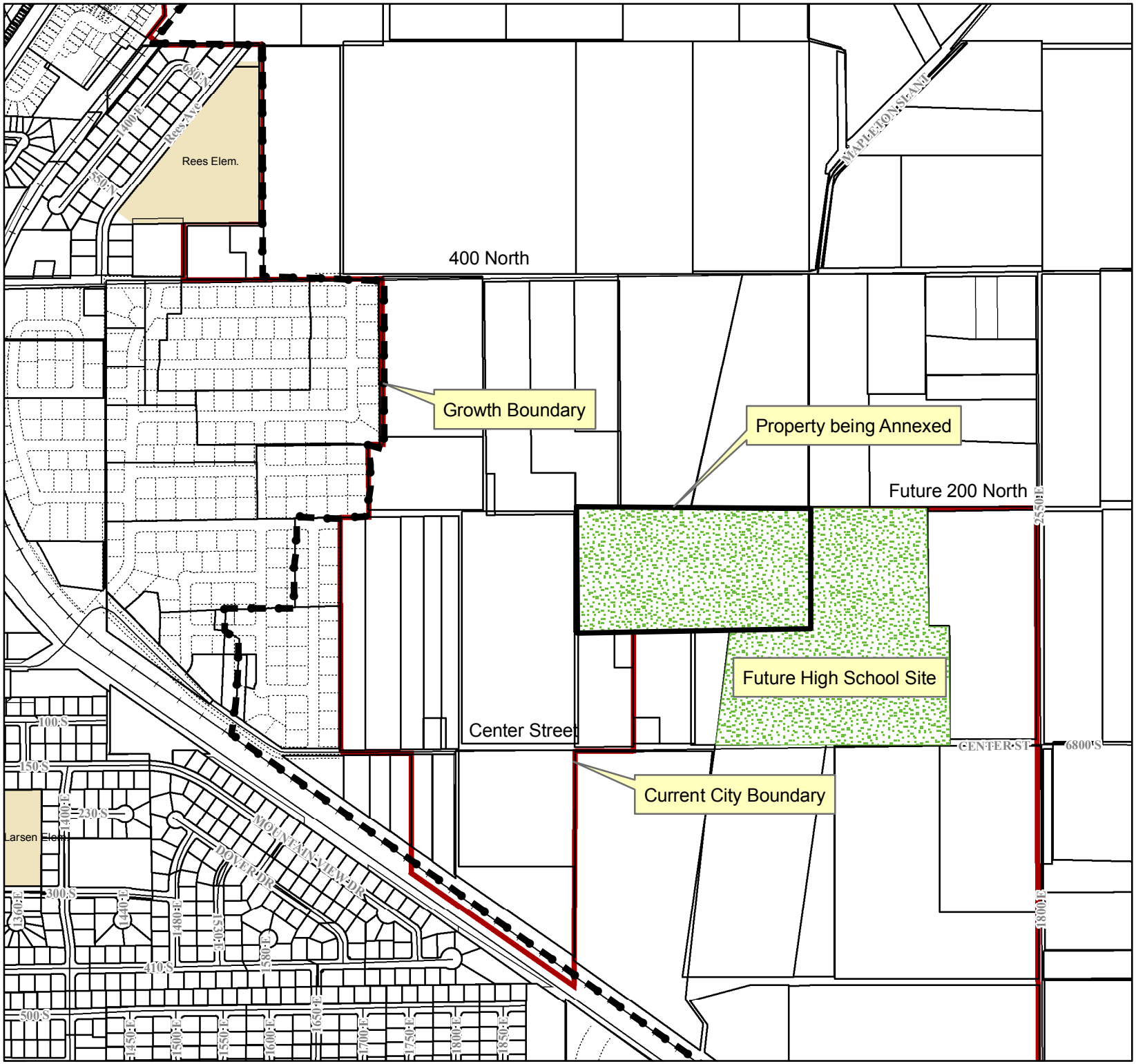
- Not Paved
- Paved
- Railroad
- Rivers
- Schools
- Property Lines
- County_SF_Parcels
- Spanish Fork Boundary
- Growth Boundary Outline

9/29/2004

Geographic Information Systems

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

Disclaimer: Spanish Fork City makes no warranty with respect to the accuracy, completeness, or usefulness of these maps. Spanish Fork City assumes no liability for direct, indirect, special, or consequential damages resulting from the use or misuse of these maps or any of the information contained herein. Portions may be copied for incidental uses, but may not be resold.



Donation Request
Community Theater

Finance Committee Recommendation:

- Sponsorship as part of Fiesta Days.
- Donation of $750.00
- Promotion as part of Fiesta Days Advertising.
- Does meet criteria for Donation.

Committee Members:

Everette Kelepolo, Christ Wadsworth, Dave Oyler, Kent Clark

[Motion made by Chris Wadsworth, second by Everette Kelepolo. 100% Passed.]

Application for Donation

Request Form

Date: 11-14-05

Person making the request. Name: Miranda Duke VP

Address: _____

_____

Phone Number: 798-7721

Organization: Spanish Fork Community Theater

Type of Organization: ___ Government ___ Non-Profit

Description of purpose for the donation:

Sponsor of Beauty & the Beast.

Type of donation: X Cash _____ Municipal Services ____ Fee Waiver

Description of the type of donation:

Cash Sponsorship. - $500 to $1000

Amount / Value requested: $ _____

Office Use only:

Submitted to Finance Director: Date: _____

Submitted to Finance Committee. Date: _____

Public Hearing Notice Date: _____ Public Hearing Date: _____

Council Approval: _____

Miranda Dale
Vice President
Spanish Fork Community Theater
801-798-7721
Pandlepie@sfcn.org

Official Business Patron for

Spanish Fork Community Theater's production of.

Disney's *Beauty and the Beast*

I, _____, a member of the Spanish Fork Community Theater Board do acknowledge _____ as a business patron in the amount of $_____ for the July 2006 production of Disney's *Beauty and the Beast*. Official patronage includes business name and amount donated to be listed and clearly visible in the printed program used for the production.

Platinum $500 or more	Gold $300-$500	Silver $100-$300	Bronze $50-$100	VIP Less than $50

Theater Board Signature _____ Date _____

Business Patron Signature _____ Date _____

Business Patron receipt for

Spanish Fork Community Theater's production of

Disney's *Beauty and the Beast*

Official patronage includes business name and amount donated to be listed and clearly visible in the printed program used for the production.

Business Name	
Amount Donated	
Patron Status	Platinum Gold Silver Bronze VIP
Theater Board Signature	
Date	

Thank you for patronizing our show!

Official Business Sponsor for
Spanish Fork Community Theater's production of
Disney's *Beauty and the Beast*

I, _____, a member of the Spanish Fork Community Theater Board do acknowledge _____ as a business sponsor in the amount of $_____ for the July 2006 production of Disney's *Beauty and the Beast*. Official sponsorship includes business name to be listed and clearly visible on any and all advertisements, tickets, press-release articles, printed program, etc. used for the production.

Theater Board Signature _____ Date _____
Business Sponsor Signature _____ Date _____

Business Sponsor receipt for
Spanish Fork Community Theater's production of
Disney's *Beauty and the Beast*

Official sponsorship includes business name to be listed and clearly visible on any and all advertisements, tickets, press-release articles, printed program, etc. used for the production.

Business Name	
Amount of sponsorship	
Theater Board Signature	
Date	

Thank you for sponsoring our show!

SPANISH FORK CITY
CITY COUNCIL
STAFF REPORT

To:	**City Council**		
From:	**Emil Pierson, City Planner**	**Zoning:**	**N/A**
Date:	**December 6, 2005**	**Property Size:**	**N/A**
Subject:	**General Plan Amendment**	**# Lots:**	**N/A**
Location:	**City wide**		

Background

The City Council requested that the Planning Commission review the General Plan and make any necessary updates. The Planning Commission over a nine (9) month time frame reviewed the Plan and held numerous public meetings. At those meetings residents were able to give their input and recommendations pertaining to the land use, design review, public safety, utilities, transportation, and affordable housing including reviewing all of the Goals and Policies of the Plan.

Under the direction of the Planning Commission the City Staff made those changes and a copy of the General Plan showing all of the changes is shown on the City website at www.spanishfork.org/dept/commdev/planning/pdf/DraftChanges.pdf . The draft General Plan has been posted on the City's website since August for the residents to review and comment.

The City Council held a Public Hearing on the General Plan on November 1st and tabled until December 6, 2005 so more time could be spent in reviewing the document.

Development Review Committee

The Development Review Committee reviewed the changes to the General Plan on September 21, 2005 and recommended approval.

Planning Commission

The Planning Commission held a public hearing on Amending the General Plan and recommended approval as shown.

Recommendation

APPROVAL: Make a motion to *Approve* the 2005 General Plan Amendments as shown.

TABLE: Make a motion to *Table* the 2005 General Plan Amendments for the following reasons:

DENY: Make a motion to *Deny* the 2005 General Plan Amendments for the following reasons:

SPANISH FORK CITY
CITY COUNCIL
STAFF REPORT

To: **City Council**
From: **Emil Pierson, City Planner**
Date: **December 6, 2005**
Subject: **Lifting the Sewer (Utility) Restriction**
Location: **City Wide**

In May of 2004, the City Council placed a Sewer (Utility) Restriction on accepting any new preliminary plats and issuing additional building permits other than what was approved prior to the restriction. The Restriction was instigated because of the limited sewer capacity at the plant.

Staff came before the City Council in June 21, 2005 asking for their direction on the Utility Restriction at that time four different options were presented to the Council.

The options were:

1. Lifting the Utility Restriction immediately
2. Lifting the Utility Restriction when upgrades are designed and more accurate cost estimates are available (Late fall 2005)
3. Lifting the Utility Restriction when the project is bid (Winter 2005-06)
4. Lifting the Utility Restriction when the upgrade to the plant is completed (Winter 2006-07)

At that meeting staff was directed to wait until more accurate cost estimates were available. At the October 4th City Council meeting the Public Works and Aqua Engineering reviewed the WWTP and the upgrades that are designed and the cost estimates for the plant.

The City Council entered into an agreement with Mapleton City on how to finance the Sewer plant upgrades. At this time, the upgrades to the plant are designed and the cost estimates have been presented to the Council and the project will be put out for bid in January or February.

Staff has fielded many questions from many developers as to when the Restriction will be lifted. Developers are aware of the financing and Mapleton has lifted their restriction and are now accepting new plats. Therefore, staff is requesting directions as to when will the utility restriction be lifted?

The proposed upgrade would take the plant from 4.9 mgd to around 6.4 mgd allow the city to go to a population around 44,380 if we stay at our current 77% of ownership.

RECOMMENDATION

Staff recommends lifting the Sewer Restriction at this time because:

1. The design and cost estimates for the upgrade to the WWTP have been submitted to the City Council. The upgrades to the plant are planning to be bid out in January or February.
2. It would allow subdivisions to be submitted over a longer time frame allowing staff not to be over loaded all at one time. Even if a new subdivision was submitted at this time it would take 6 months to go through the approval process and another 3-4 months to be installed. Therefore, home permits would not be submitted until next fall since building permits cannot be submitted until all improvements are installed and approved for the subdivision.

MEMO
SPANISH FORK CITY
PUBLIC WORKS DEPARTMENT

DATE: November 30, 2005

TO: Mayor Barney and City Council

FROM: Richard J. Heap, Public Works Director

RE: WWTP cost and next phase

I have attached a copy of Aqua Engineering's newest cost estimate dated 11/22/05.

The plans are basically complete and ready to submit to the State for review. We are planning to advertise the project in January, if the State gets their review and approval completed in time.

The estimated total cost of the next phase is $3,368,250. Our share (77%) will be about $2,595,000. The contract with Mapleton would have Mapleton loaning us $945,000, we have about $1,000,000 in impact fees collected to date, we will probably collect about another $350,000 (equal to 280 building permits) before the project is complete. That leaves us short about $300,000 we would need to barrow from one of the reserve accounts and pay back with impact fees as they are collected. Between the loan from Mapleton and the loan from ourselves we will need to issue 987 building permits to pay this back from the Impact Fees collected. That would take about 3-4 years.

AQUA ENGINEERING, INC.
828 South 1040 West • Payson, UT 84651
Phone: (801) 465-5700 • Fax: (801) 465-5715

SPANISH FORK CITY WATER RECLAMATION FACILIITY
CAPACITY UPGRADE PROJECT 2005

Engineer's Opinion of Probable Costs

Date: 11/22/05

Description	**Design Capacity 6 MGD**
Thickener Facility	
Screw Thickener	$ 130,000
Polymer Feed System	$ 15,000
Feed Pumps	$ 30,000
Discharge Pump	$ 15,000
Mechanical	$ 45,000
Site Work	$ 60,000
Thickener and Building	$ 150,000
Yard Piping	$ 150,000
Total Thickener Facility	**$ 595,000**
Headworks	
Building	$ 120,000
Screen	$ 80,000
Yard Piping	$ 50,000
Grit	$ 200,000
Total Headworks	**$ 450,000**
Activated Sludge System	
Equipment	$ 630,000
Concrete	$ 300,000
Site Work	$ 280,000
Total Activated Sludge	**$ 1,210,000**
Secondary Clarifier Upgrade	
Convert Existing 60 ' Clarifier	$ 80,000
Scum Pump Station	$ 90,000
Primary Pump	$ 20,000
Yard Piping	$ 50,000
Total Additional	**$ 240,000**
Upgrade Subtotal	**$ 2,495,000**
Engineering/ Construction Management (15%)	$ 374,250
Contingency (20%)	$ 499,000
Total Project	**$ 3,368,250**

ORDINANCE NO. _____

ROLL CALL

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

I MOVE this ordinance be adopted: _____
I SECOND the foregoing motion: _____

ORDINANCE _____

AN ORDINANCE AMENDING THE PURCHASING SYSTEM

WHEREAS, Spanish Fork City has adopted a formal purchasing system; and

WHEREAS, the City can operate most efficiently and at a lower cost when the purchasing system is handled administratively within the budgeting oversight of the Council; and

WHEREAS, it is the intent and desire of the Council to make the City efficient and cost effective, thus benefitting all of the residents of the City;

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

I.

Section 3.08.020 of the Spanish Fork Municipal Code is hereby amended to add the following definition:

"**Line Item Change Order**" means changes to the quantities of existing line items with unit pricing approved according to the purchasing system.

II.

Section 3.08.060 of the Spanish Fork Municipal Code is hereby amended as follows:

A. **Bids/Purchases in relation to budget.** Except as otherwise required by law, capital improvement projects no more than $2,500.00 over the appropriation balance, as budgeted by the City Council, may be accepted and awarded by the City Manager or designee. All purchases of "supplies, materials, and equipment," which are no more than $2,500.00 over the appropriation balance as budgeted by the City Council, may be accepted and awarded by the City Manager or designee. Bids which exceed the budgeted amounts by more than $2,500.00 must be approved and awarded by the City Council.

B. **Professional services.** [no changes to balance of paragraph]

C-H [no changes]

I. **Change orders.** Change orders in the amount of $2,500.00 or less may be approved by the City Manager or designee, as long as the overall project budget is not exceeded by more than $2,500.00. Line item change orders may be approved by the City Manager or designee as long as the overall project budget is not exceeded by more then $2,500.00.

III.

This Ordinance shall take effect 20 days after passage and publication.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this _____ day of _____, 2005.

_____
DALE R. BARNEY, Mayor

ATTEST:

_____
KENT R. CLARK, City Recorder

F:\ORDBOOK\ORD----

2005 Large Capital Facility Projects within the Budget Appropriation

Project	Budget	Bid	Final Cost	Contractor
2005 Water Main Replacement - 800 North, Expressway Lane & 800 East	$ 280,000	$ 279,125	$ 283,940	Johnston & Phillips Inc.
2005 Water Main Replacement - 100 East 400 North to 900 North*	$ 400,000	$ 113,380	$ 110,623	High Peaks Contractors, LLC
2005 North Industrial Pressure Reduction Station Vaults & Materials**	$ 110,000	$ 92,064	Not Complete	Kriser Excavation
2005 Sports Park Center 4 Plex Project - 54 inch RCP Drain Line	$ 109,036	$ 109,036	$ 86,091	Kriser Excavation
2005 Sports Park Center 4 Plex Project - Grading Project, Initial Grading	$ 40,000	$ 36,000	$ 40,000	L & M Construction
2005 Sports Park Center 4 Plex Project - Fencing Project	$ 71,580	$ 71,580	Not Complete	Northwest Fence
2005 Sports Park Center 4 Plex Project - Pressurized Irrigation & Storm Drain	$ 60,980	$ 60,980	Not Complete	High Peaks Contractors, LLC

*The balance of the $400,000 is planned to be spent in the spring with another water replacement project.
**The money to rebuild the PRV in Fairway Meadows was realocated to this project.

AGREEMENT NO. 2005-_____

INTERLOCAL COOPERATION AGREEMENT

between

SOUTH UTAH VALLEY ANIMAL SERVICES SPECIAL SERVICE DISTRICT AND SPANISH FORK CITY

for

ANIMAL SHELTER SERVICES

THIS AGREEMENT, made and entered into this _____day of _____, by and between SOUTH UTAH VALLEY ANIMAL SERVICES SPECIAL SERVICE DISTRICT, a body corporate and politic of the State of Utah, (hereinafter referred to as SUVASSSD), and SPANISH FORK CITY, a political subdivision of the State of Utah, (hereinafter referred to as CITY).

WITNESSETH:

WHEREAS, CITY is desirous of contracting with SUVASSSD for the performance of the hereinafter described animal shelter services; and

WHEREAS, SUVASSSD is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of the Utah Interlocal Cooperation Act,

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. EFFECTIVE DATE; DURATION.

This Interlocal Cooperation Agreement shall be effective as of January 1, 2006 and shall terminate June 30, 2006. This Agreement shall automatically renew July 1, 2006 upon the termination of the original term and shall automatically renew on July 1 each year thereafter for further one year terms unless otherwise indicated in writing by either party at least 180 days prior to termination of the renewal term. This Agreement, however, shall not in any event continue to renew for a period longer than fifty (50) years from the effective date hereof.

Section 2. ADMINISTRATION OF INTERLOCAL COOPERATION AGREEMENT

SUVASSSD and CITY do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Interlocal Cooperation Agreement. SUVASSSD and CITY agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, that SUVASSSD or its designee shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. SUVASSSD agrees to keep all books and records in such form and manner as required by law and further agrees that said books shall be open for examination by said CITY at reasonable times. All records created or received by SUVASSSD in accordance with this Agreement shall be SUVASSSD records.

Section 3. PURPOSES.

This Interlocal Cooperation Agreement has been established and entered into between SUVASSSD and CITY for the purpose of outlining the circumstances and conditions under which CITY shall utilize the SUVASSSD Animal Shelter.

This Interlocal Cooperation Agreement has been established and entered into between SUVASSSD and CITY for the purpose of sheltering stray animals found within the CITY according to state law.

Section 4. SERVICES.

SUVASSSD agrees to provide animal shelter services to CITY as hereinafter set forth:

1. Animal Shelter Services

a. Except for estrays which are the responsibility of County under UCA Title 4, Chapter 25, SUVASSSD shall accept at, and CITY shall deliver to, SUVASSSD's animal shelter all stray, homeless, endangered or other animals obtained from within the CITY.

b. CITY shall be responsible for veterinary treatment of any injured or critically ill animal before its delivery of the animal to the shelter or designated facility. SUVASSSD may refuse to accept any injured or critically ill animal until CITY has provided veterinary treatment for the animal's injury.

2. Animal Licensing Services

a. SUVASSSD agrees to license animals for CITY residents and provide CITY with an electronic record listing dog and cat owners alphabetically and in numerical sequence.

b. SUVASSSD will issue licenses and collect license fees, for all unlicensed dogs that are adopted or redeemed by the owner, custodian, or keeper within the CITY.

3. Animal Impound/Redemption Fees for citizens and Animal License Fee.

a. See Exhibit A

Section 5. FINANCING.

1. Animal Shelter Services

a. SUVASSSD agrees that there will be no charge to CITY for any animal which is redeemed by the owner.

b. SUVASSSD shall retain all fees and revenue derived from the sheltering of animals from CITY, unless otherwise provided herein.

2. Animal Licensing Services

SUVASSSD and CITY agree that dog license fees, and distribution of said fees between SUVASSSD and CITY shall be as listed in the SUVASSSD Fee Schedule as currently adopted or hereafter amended.

3. Fee Schedule Revision

The SUVASSSD Fee Schedule may be revised and amended periodically by the SUVASSSD.

4. Startup Working Capital

CITIES/COUNTY shall pay a one-time startup working capital totaling $50,000 on December 1, 2005. The amount that each CITY/COUNTY shall pay is based on the usage (number of animals served at the shelter for CITY/COUNTY) for the 2004 calendar year. Each CITY/COUNTY shall pay SUVASSSD the sums listed in the following table for SUVASSSD working capital:

	2004 Number of Animals	%	Working Capital
Elkridge	48	0.93%	$ 463
Genola	48	0.93%	$ 463
Goshen	60	1.16%	$ 579
Mapleton	219	4.23%	$ 2,114
Provo	2,164	41.78%	$ 20,888
Spanish Fork	909	17.55%	$ 8,774
Salem	241	4.65%	$ 2,326
Santaquin	174	3.36%	$ 1,680
Springville	991	19.13%	$ 9,566
Woodland Hills	36	0.69%	$ 347
Utah County	290	5.60%	$ 2,799
Total	5,180	100.00%	$ 50,000

5. Operating Expenses

CITY shall pay SUVASSSD operating expenses as provided below.

Each year an annual budget will be prepared and presented for approval by the district board in the February meeting. Each CITY/COUNTY will receive its portion of the net costs for the shelter based on animals served for the previous calendar year at the meeting.

As the SUVASSSD's budget is based on a June 30 fiscal year, operating expense billings will be from July to June. CITIES/COUNTY will be billed in advance at the beginning of each quarter starting on July 1st for services based on one fourth of the fiscal year budget shortfall and each CITY/COUNTY'S respective percentage based on animals served at the shelter for the previous calendar year. Payment is due on receipt of invoice. Operating expense billing will commence January 1, 2006. The following is a table based on 2004 animal numbers showing by CITY/COUNTY the amount that each CITY/COUNTY will be billed on January 1, 2006 & April 1, 2006. Billings for the fiscal year commencing July 1, 2006 shall be based on 2005 animal numbers.

	2004 Number of Animals	%	1/1/2006	4/1/2006	Total
Elkridge	48	0.93%	456	456	$911
Genola	48	0.93%	456	456	$911
Goshen	60	1.16%	570	570	$1,139
Mapleton	219	4.23%	2,079	2,079	$4,157
Provo	2,164	41.78%	20,540	20,540	$41,081
Spanish Fork	909	17.55%	8,628	8,628	$17,256
Salem	241	4.65%	2,288	2,288	$4,575
Santaquin	174	3.36%	1,652	1,652	$3,303
Springville	991	19.13%	9,406	9,406	$18,813

Woodland Hills	36	0.69%	342	342	$683
Utah County	290	5.60%	2,753	2,753	$5,505
Total	5,180	100.00%	49,168	49,168	$98,336

6. Entry Fee

After the effective date of this agreement any governmental entity within SUVASSSD boundaries which is lawfully organized as of the effective date of this agreement shall pay SUVASSSD an entry fee in an amount to be determined by SUVASSSD as a condition of entering into an agreement with SUVASSSD for animal shelter services.

Section 6. OPERATION OF ANIMAL SHELTER.

CITY shall comply with the current SUVASSSD Animal Shelter Policies and Procedures attached as Exhibit B, which may be amended by SUVASSSD and approved by CITY. SUVASSSD agrees to maintain its Animal Shelter in a humane manner and keep said premises in a sanitary condition at all times and further agrees that it will use humane methods of care and euthanasia as determined by SUVASSSD.

CITY shall adopt and/or enact ordinances similar to the animal ordinances attached as Exhibit C relating to animal control and continue said ordinances in effect during the term of this Agreement, which ordinances shall be identical in substance to the provisions of Exhibit C in the following areas:

A. Notice to owner requirements

B. Redemption by Owner

C. Holding Period Requirements

D. Disposal of Unredeemed Animals

E. Rabies Control

F. Animal Licensing

All parties which have entered into this Agreement may mutually agree to change these ordinances at any time. SUVASSSD agrees to comply with CITY ordinances in regards to the number of animals, types of animals and other ordinance requirements related to licensing and maintaining animals in the CITY.

Section 7. METHOD OF TERMINATION.

This Interlocal Cooperation Agreement may terminate at the end of the original or renewal terms as stated in Section 1 of this Agreement. At any time prior to the termination of this Agreement, either party to this Agreement may terminate the Agreement by giving the other party one hundred eighty (180) days prior written notice of its intent to terminate the Agreement by certified mail, return receipt requested. In the event of the termination of this agreement, if the terminating party thereafter desires to reinstate this agreement, the terminating party shall be charged a reinstatement fee for the charges, fees and costs the reinstating party would have paid had the agreement not been terminated. SUVASSSD shall promptly forward all received termination notices to all parties that have entered into shelter service agreements with SUVASSSD. All other parties with shelter service agreements may terminate their shelter service agreement with SUVASSSD within 30 days of receipt of a termination notice from SUVASSSD.

Section 8. INDEMNIFICATION.

SUVASSSD and CITY are both agencies or subdivisions of the State of Utah. Each of the parties agrees to indemnify and save harmless the other from any and all damages, claims, suits and actions arising out of the negligent errors or omissions of their officers and employees in connection with this agreement. It is expressly agreed between the parties that the obligation to indemnify is not a waiver of and is limited to the dollar amounts set forth in the Governmental Immunity Act, Section 63-30d-601 *et. seq*...

Section 9. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file with the official keeper of records of SUVASSSD and CITY, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 10. AMENDMENTS.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by the governing body of each of the parties which have entered into a shelter service agreement with SUVASSSD, (b) executed by a duly authorized official of each of the parties, and (c) filed in the official records of each party.

Section 11. SEVERABILITY.

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

Section 12. GOVERNING LAW.

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

Section 13. EFFECTIVE DATE.

This agreement shall be effective upon the date of execution of this agreement by COUNTY and all CITIES listed in Section 5 paragraph 4.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, on the dates listed below:

DATED this _____day of _____, 2005.

Chairman of the SUVASSSD Board

BY: _____

APPROVED AS TO FORM:

Attorney for SUVASSSD

By: _____

DATED this _____ day of _____, 2005.

SPANISH FORK CITY

BY: _____
Mayor

ATTEST:

CITY RECORDER

By: _____

APPROVED AS TO FORM:

Attorney for City

By: _____

Animal Impound/Redemption Fees for Citizens & Animal License Fee

(Exhibit A)

The CITY and SUVASSSD agree that animal impound, redemption and licensing fees shall be as follows:

Animal Impound/Redemption Fee

Impound Fee for Dog, Cat, Rabbit, Birds, Small animals, etc. (Paid by Owner, Custodian, or Keeper)	
First Impound	$ 25.00
Second Impound	$ 40.00

(Second impound within 12-months the Owner, Custodian, or Keeper must comply with the applicable provisions of the County and Municipal Animal Shelter Pet Sterilization Acts)

Third Impound	$ 70.00
Board Fee for the following animals: (Dog, Cat, Rabbit, Birds, Small animals, etc.)	$ 10.00/day
Owner Release Fee (under 30 lbs)	$ 10.00
Owner Release Fee (over 30 lbs)	$ 20.00
Litter Fee (within the district area)	$ 3.00/animal
Owner Release Fee (under 30 lbs)	$ 20.00
Owner Release Fee (over 30 lbs)	$ 40.00
Litter Fee (outside of district area)	$ 4.00/animal
Adoption Fees:	
Spayed/Neutered dog	$ 15.00
Spayed/Neutered cat	$ 10.00
Unaltered dog	$ 50.00 to $ 100.00
Unaltered cat	$ 35.00 to $ 50.00 **(Prices include alteration)**
Animal Rescue Group Fee	$10.00/dog $ 5.00/cat
Vaccination Shots (rabies)	$ 12.00
Micro chipping	$ 20.00

*******NOTE: All fees collected will stay within the SUVASSSD Animal Shelter*******

Animal License Fee

(Licenses can be purchased at Veterinarian Clinics, Pet Stores, and
Local City Government Facilities)

		SUVASSSD	County/Issuer
	Year	**Amount**	
Altered	1 year	$ 10.00	$ 3.00
(spay/neutered)	2 year	$ 20.00	(Per transaction)
	3 year*	$ 30.00	
Unaltered	1 year	$ 25.00	$ 3.00
	2 year	$ 50.00	(Per transaction)
	3 year*	$ 75.00	
Late Fee		$ 10.00	

***NOTE: 3rd year must follow the Rabies Compendium**

*******NOTE: If the animal is licensed through the SUVASSSD Animal Shelter the money will stay within the shelter*******

ANIMAL SHELTER
POLICIES & PROCEDURES
(Exhibit B)

CHECKING IN AND UNLOADING POLICY

Purpose

The purpose of this policy is to provide guidelines for the South Utah Valley Animal Services Special Service District Animal Shelter and Contracted Animal Control Officer Agencies in the proper method of unloading and checking in of animals at the Animal Shelter.

Policy

Unloading of Animals

1. All animals are to be housed inside the Animal Shelter and should be unloaded in the sally-port with the garage door closed to prevent escape.

2. All animals should be placed in the proper kennel area when taken into the Animal Shelter. All animals should be weighed in and the impound ticket should be completed by the shelter staff or the officer(s).

3. Animals that may be sick or injured should be checked by a veterinarian before the animal is taken to the shelter. This could prevent the spread of diseases or any other injury to the animal. Do not take them into the main kennel holding area. Advise shelter staff when you bring in a sick or injured animal.

4. After animals are placed in the holding area, the healthy animals will be placed in the main kennel area. If the animals are sick or injured they will be placed in the isolation room. This will be done by the shelter staff.

5. Except for dogs or cats from the same litter, do not put two dogs or cats that look alike in the same kennel.

6. Disinfectant is available in the sally-port area for disinfecting animal transport cages. Officer(s) will be responsible to clean up after themselves.

Impound Tickets

1. All impound tickets will be placed on the clip boards that are provided on the kennels.

2. Shelter staff will check each impound ticket to insure its accuracy. The staff will initial and date the ticket.

3. The Animal Shelter will not assume responsibility for any animal that does not have a properly completed impound ticket.

4. Animals impounded when the shelter is closed will be checked in by the shelter staff at the first opportunity and initialed if the impound ticket is correct.

5. If a ticket is improperly completed the impounding Officer(s) will be expected to correct the error.

6. It is the intent of this policy to facilitate the proper handling and tracking of impounded animals. If the impounding Officer(s) is not sure of the breed, check the breed chart and pick the breed that looks most like the animal in question or consult one of the shelter staff.

IMPOUND TICKET POLICY

Purpose

The purpose of this policy is to provide a guideline for the Shelter Staff and Animal Control Officer(s) in filling out impound tickets.

Policy

All Shelter staff and Officer(s) impounding an animal(s) at the Animal Shelter shall correctly and completely fill out all impound tickets.

Procedure

Animal Identification

This information must be completely filled out by the Shelter Staff or the impounding Officer(s). Every category in this section must be filled out.

1. Species:

   a. Canine: Dogs b. Feline: Cats c. Other: All Others

2. Sex

   a. Fem: Female b. S.Fe: Spayed Female
   c. Male: Male d. N.M.: Neutered Male

It is difficult to determine if an animal has been spayed, you may only be able to tell if the owner tells you it has been done. If you are not sure simply list it as a female.

3. Age

   a. Yrs.: Years. This will be checked by opening the mouth and checking the teeth if possible.

   b. Mo.: Months. If the Canine teeth are narrow and sharp the dog is usually under six months.

4. Weight

   There is a certified scale in the impounding area. All Canines, Felines and small other category animals must be weighed by the impounding officer(s). Animals may be weighed in a cage or trap and the weight of the cage or trap are subtracted from the total weight to get the animal's actual weight.

5. Breed

   a. Cats: Put DSH (Domestic short hair) or DLH (Domestic long hair) for most cats unless you know the specific breed.

   b. Dogs: If you know the specific breed list it in the space. There is a breed chart available. If the shelter staff is available, they can help you identify breeds.

6. Color

   List the most dominant color first then other colors in order.

7. License / Rabies Number

It is the responsibility of the impounding officer(s) to list the license and/or rabies information on the impound ticket, if the animal is wearing a license or rabies tag.

8. Other ID.

The other identification category is where you list other information that may help identify the animal. All animals must be scanned for a possible micro chip implant. This should be done by a universal scanner. If a universal scanner is not available then the animal should be scanned with an appropriate scanner. Some examples of other ID: Blue collar, tattoo, brands, ear tag, unusual identifying marks etc. This is the only category that may be left blank.

Officer Information

1. Location

This is the location where the animal was apprehended.

2. Date Impounded

This is the date when the animal was brought into the animal shelter or picked up by an officer(s).

3. Kennel Number

This section will be filled out by the shelter staff.

4. Officer(s)

This will be filled out with initials or officer(s) unit number. The shelter staff will also initial this section if the animal was brought into the animal shelter by a citizen.

5. City/County

This will be the City/County where the animal was impounded or where the owner resides if the animal is brought into the animal shelter.

6. Comments

This section is used for the shelter staff or the impounding officer(s) if needed information is to be documented.

7. Checked By

This will be for the use of the shelter staff when checking in the animals upon impoundment.

Owner Information

This section is for owner information, not complainant, if the owner is not known leave this section blank. Any information written in this section will result in the animal being held five working days. If the information on the impound ticket is insufficient for follow-up by the animal shelter (i.e.: lack of phone number or address) responsibility for the follow up will be on the impounding officer(s). Fees for this extended time will be billed to the agency of origin.

1. Name: Last name, first.

2. Phone, Address, and City & Zip: List if known.

3. Notified-Date:

The date the owner is contacted will be recorded on this line. If the Shelter staff or Officer(s) notify the owners it is their responsibility to record the information on the impound ticket or contact the Animal Shelter if owner was contacted after the impounding of the animal. The notifying person will also indicate how the owner was notified, by phone, mail, or person.

Disposition

1. Claiming

This section is for an owner redeeming his/her animal from the animal shelter.

2. Release

This section is for the owner who wishes to sign over the ownership of their animal and must be witnessed by the impounding officer(s) with signatures, date, department, and ID number. **If an owner is signing over their animal the impound ticket must be filled out completely or the impounding agency will have to pay for the holding period time.**

3. Disposition of animal

This section will be filled out by the shelter staff. If an officer(s) brings in an animal(s) which was dead on arrival (DOA) the officer must check the box on the impound ticket.

4. Rescue/Research Group

This section is for the shelter staff on relocating the animal to a group.

5. Date Released

This release date will be for the shelter staff when the animal is removed from the Animal Shelter.

Disclaimer

The Animal Shelter will not be held liable for problems arising from the improper filling out of impound tickets. All complaints will be referred back to the COUNTY/CITY involved.

Animal Ordinance Code
(EXHIBIT C)

Notice to owner

Upon receipt of a lost or stray animal bearing a current year's license tag, the department shall immediately telephone or mail to the owner of record at the address indicated on the license form, a notice of the location of the animal. Compliance with notice requirements of this section shall be deemed as met if the department shall have mailed the notice to the owner of record at his address of record, postage prepaid.

Redemption by owner

The owner of an impounded animal may claim it prior to its legal disposition by providing proper identification, meeting all the legal requirements, and paying the applicable redemption fees for impoundment, board, medical care, vaccination, and/or other costs.

Holding period

The department shall hold an impounded lost or stray dog or cat for not less than three (3) working days if it was not wearing a current year's license tag when impounded and for not less than five (5) working days after notice is given pursuant to this Chapter if it was wearing a current year's license tag, so that the owner or custodian may claim it prior to other disposition.

Disposal of unredeemed animals

The department may dispose of humanely, or may transfer to a new owner upon payment of the applicable fee, any impounded animal not claimed by its owner or custodian within the prescribed holding time. Animals relinquished by their owners may be humanely destroyed without regard to the prescribed holding time in order to alleviate suffering or to protect other impounded animals from exposure to a contagious disease.

Rabies Control

Report of bites

All persons bitten and the parents or guardians of minor children bitten by a dog, cat, skunk, fox, bat, coyote, bobcat, or other animals known to constitute a serious threat of rabies shall notify the department or County Health Department immediately thereafter. Physicians treating such bites and other persons having the knowledge of such bites shall also be required to make such notification.

Report of suspected rabid animals

Any person who observes or has knowledge of an animal which shows symptoms or rabies or which acts in a manner which would lead to a reasonable suspicion that it may have rabies shall notify the department or County Health Department and comply with appropriate laws and regulations regarding suspected cased of rabies as directed by the department or County Health Department.

Quarantine for ten (10) days for biting or suspected rabid animals

Upon the reasonable order of the department or public health officer, a biting or suspected rabid animal shall be at the owner's expense if owned, in strict confinement under property care and under the observation of a licensed veterinarian in an animal shelter, veterinary hospital, or other adequate facility in a manner approved by the department or County Health Department.

Examination of head

Any biting or suspected rabid animal or bat may be humanely euthanized immediately by the department or the health department, and such animal's undamaged and properly packaged and properly refrigerated head shall be delivered promptly to an approved medical facility having the capability or performing the fluorescent antibody test to demonstrate the presence of rabies.

Domesticated animals

Notwithstanding the foregoing, if the biting or suspected rabid animal is of the domesticated variety that is owned or obviously could have an owner, said animal shall be confined for a period of ten (10) days to allow time for an attempt to locate an owner unless the City/County veterinarian or other license veterinarian shall reasonably deem it necessary to sacrifice the animal for the purpose of laboratory examination.

Release

Ten (10) days after the day of infliction of a bite by an animal, said animal may be released to its owner or sold by the department after a licensed veterinarian has examined that animal and in his/her opinion found it not to have rabies in a transmittable state on the day of infliction of said bite. Non-immunized animals shall be vaccinated for rabies before release to owner.

Animals possibly exposed to rabies

Any animal of a species subject to rabies which has been bitten by a known rabid animal or bat, or which has been in intimate contact with such an animal, shall be isolated, at the owner's expense if owned, in strict confinement in a place and manner approved by the department or public health officer an observed by a licensed veterinarian for a period of six (6) months or destroyed. Notwithstanding the foregoing, the following alternative is permitted in case of dogs and cats. If the dog or cat has been vaccinated against rabies at least thirty (30) days prior to the suspected exposure with a type of vaccine produced under U.S.D.A. license and within the time period approved by the State veterinarian, the dog or cat may be revaccinated in a manner prescribed by the department or the health department and isolated in strict confinement in a place and manner approved by the department or public health officer and observed by a licensed veterinarian for a period of thirty (30) days.

Animal Licensing

(This Must Be Adopted By All Cities and County)

Any person owning a dog within the City or within the South Utah Valley Animal Services Special Service District (hereinafter "SUVASSSD") limits shall license the dog pursuant to the following provisions:

A. Licensing and Fees.

1. Licensing--Required--Dogs only. It is unlawful for any person to own, keep or harbor a dog over the age of three months within the limits of this CITY or SUVASSSD without making application to the CITY, SUVASSSD, or their designated agents for that purpose and paying to the CITY, SUVASSSD or their designated agents an annual, bi-annual, or tri-annual licensing fee.

2. A late fee shall be imposed unless a new license is purchased prior to the expiration of the current license. Licenses for the following year may be purchased within ninety (90) days prior to the expiration date.

3. All licenses and late fees shall be in the amounts established by the SUVASSSD Board of Directors.

4. It shall be the duty of the animal control officer, CITY staff, SUVASSSD staff or their designated agents to license any dog on application of the owner or keeper and to issue a licensing receipt and metallic licensing tag on payment by the owner or keeper. Such licensing receipt and metallic licensing tag shall be valid and in force from the date issued until the expiration date.

5. The provisions of this section shall not apply to dogs whose owners are nonresidents temporarily within the CITY, or SUVASSSD for thirty (30) days or less.

B. Information Required for Licensing.

Before receiving a licensing receipt and metallic licensing tag, each owner must state at the time of application for such a permit, the name and address of the owner and sex, breed, age and color of each dog to be licensed. The owner must also present a certificate from a licensed veterinarian stating that the dog has been vaccinated for the prevention of rabies. Such certificate must give the last date of vaccination and the number of the vaccination tag used by the veterinarian at the time of vaccination. It is unlawful for the owner to misrepresent the age of any dog for the purpose of avoiding the payment of the license required by this chapter.

C. Collar-Tag Attachment.

It shall be the duty of the owner or keeper of any dog so licensed to provide a suitable collar for such dog to wear and to attach thereto the metallic licensing tag having a number corresponding with the license certificate inscribed thereon. All dogs not so licensed and collared as prescribed by this chapter may be impounded by the animal control officer or any police officer or other designated official of the CITY or SUVASSSD staff.

D. Removal of Collar and Licensing Tag.

It is unlawful to remove or cause to be removed, the collar, harness; or tag from any licensed animal without the consent of the owner or custodian of the animal, except a licensed veterinarian or animal control officer who removes such for medical or other reasons.

E. Acquiring of tag.

The owner of any dog of licensing age shall make application for permit and obtain a permit tag for such dog within ten (10) days after acquisition or age attainment.

F. Licensing and Fee Exemptions.

1. The provisions of (A) (1) shall not apply to:

a. Seeing Eye dogs properly trained to assist blind persons, if such dogs are actually being used by blind persons to assist them in moving from place to place.

b. Hearing dogs properly trained to assist deaf persons if such dogs are actually used by deaf persons to aid them in responding to an auditory stimulus.

c. Dogs specifically trained to assist officials of governmental agencies in the performance of their duties and which are owned by such agencies.

2. Nothing in this section (F) (1) shall be construed to exempt any dog from having a current rabies vaccination.

MEMO
SPANISH FORK CITY
PUBLIC WORKS DEPARTMENT

DATE: November 22, 2005

TO: Mayor Barney and City Council

FROM: Richard J. Heap, Public Works Director

RE: SUVMWA Amended Inter-local Agreement

Attached is an amended Inter-local Agreement pertaining to the South Utah Valley Municipal Water Association. The amendments were added to allow SUVMWA to also be involved in sewer issues, such as the Regional Waste Water Treatment Plant studies. Since this Board is already in existence it is only reasonable to let them be involved in all water related issues for South Utah County rather that to establish a new organization. Whether it is fresh water, CUP water, treated water, or effluent it makes sense for the same Board to deal with the issues and report back to the cities involved.

The SUVMWA Board of Directors have approved this amendment after several revisions and comments from each member city.

I recommend that Spanish Fork City approve this amendment.

SOUTH UTAH VALLEY MUNICIPAL WATER ASSOCIATION AMENDED AGREEMENT FOR JOINT AND CO-OPERATIVE ACTION

THIS AMENDED AGREEMENT FOR JOINT AND CO-OPERATIVE ACTION ("Agreement") dated as of November _____, 2005 is made and entered into between and among the public agencies which have executed this Agreement in counterpart pursuant to the provisions of the Utah Interlocal Co-Operation Act, Utah Code Ann. Title 11, Chapter 13, as amended (the "Act").

Recitals

1. The public agencies entering into this Agreement perceive a need to cooperate in the development and conservation of the water resources, the development of a regional sewage and wastewater treatment plant, and issues relating to storm drainage to service the needs of the respective public agencies.

2. The public agencies believe that an interlocal co-operative entity would be an effective means by which these entities can cooperate to evaluate and develop water supply and conservation projects; the feasibility of creating a sewage and wastewater treatment plant and issues relating to storm drainage that will provide for the health, safety and welfare of its citizens.

3. For these reasons, the public agencies have determined to enter into this Agreement for Joint and Co-operative Action and to expand the authority of the South Utah Valley Municipal Water Association ("SUVMWA").

NOW, THEREFORE, the public agencies that are signatories hereto agree to the following terms and conditions.

Section 1. Definitions.

1.1. Board means the Board of Directors established pursuant to Section 11 hereof.

1.2 Current Members means the following described public agencies of the State of Utah: Elk Ridge City, Genola Town, Goshen Town, Mapleton City, Payson City, Salem City, Santaquin City, Spanish Fork City, Springville City, and Woodland Hills Town.

1.3 Director means the individual selected by a Member to act on its behalf concerning SUVMWA or a given Project. Each Member may appoint only one individual to represent it as Director and one alternate director to serve in the absence of the Director.

1.4 Member means (i) each of the Current Members, and (ii) each new Member admitted pursuant to Section 6.4 hereof.

Comment [bbr1]: Are there any entities that would be covered by (iii) and not by (ii)?

1.5 Participant means any Member taking part in a Project. A Member may be a Participant in a Project and be represented by a Director or other person designated by the Member.

1.6 Project means:

(a) any facility for the acquisition, development, diversion, conservation, treatment, storage, transportation, distribution, and/or delivery of water for culinary or secondary irrigation purposes ("water facility").

(b) any studies with respect to planning, designing, engineering, feasibility, environmental or other aspects of a

proposed water facility.

(c) any contract between SUVMWA and other parties for the purchase, sale, lease, exchange, conservation, treatment, storage, transportation, distribution, and/or delivery of water for culinary or secondary irrigation purposes.

(d) any contract between two or more members of SUVMWA for the development, purchase, sale, lease, exchange, conservation, treatment, storage, transportation, distribution, and/or delivery of water for culinary or secondary irrigation purposes.

(e) any sewage and wastewater facilities for transmission or distribution of sewage and wastewater and all rights, properties and improvements necessary therefor; all feasibility, environmental, or other studies, all surveys, estimates, licenses, permits, rights, approvals, and options associated with a Project;

(f) all contracts between SUVMWA and other parties for the acquiring, constructing, financing, operating, maintaining, and repairing regional sewage and wastewater plants and facilities; and other facilities, improvements, and activities consistent with the purposes of SUVMWA as set forth herein.

(g) any and all issues relating to storm drainage systems

including facilities for transmission or distribution, properties and improvements necessary therefore, all feasibility, environmental or other studies, all surveys, estimates, licenses, permits, rights, approvals, and options associated with a project.

(h) All contracts between SUVMWA and other parties for the acquiring, construction, financing, operating, maintaining and repairing storm drainage facilities, improvements and activities consistent with the purposes of SUVMWA as set forth herein.

Section 2. Creation of SUVMW A.

2.1. The parties to this Agreement hereby amend the agreement that created, pursuant to the Act, a separate legal entity as a political subdivision of the State of Utah known as South Utah Valley Municipal Water Association.

Section 3 Term of Agreement.

3.1. The term of this Agreement shall be for a period of five (5) years commencing with the effective date of the Agreement, and for such additional terms or extensions as may be authorized by law and by the parties hereto. Unless terminated as set forth herein, this Agreement shall automatically renew for successive five (5) year terms for as long as permissible by law.

Comment [bbr2]: I don't understand the significance of this change. How does the differ from a term of 50 years unless otherwise terminated in accordance with the provisions of the Agreement?

Section 4. Purpose of SUVMW A.

4.1. The purpose of this Agreement, of the creation of SUVMWA as a body politic and corporate and a separate political subdivision of the State of Utah, and of the joint or cooperative action of the parties to this Agreement is to provide for the following:

4.1.1 Securing reliable sources of culinary and secondary irrigation water for the Members of SUVMWA;

4.1.2. Protecting, fostering, and conserving the benefits of culinary and secondary irrigation water;

4.1.3. Assisting SUVMWA's Members in providing reliable, competitive, low-cost culinary and secondary irrigation water to citizens of the Members; and

4.1.4 Evaluating, planning, financing, developing, acquiring, constructing, reconstructing, improving, enlarging, bettering, operating, and/or maintaining one or more Projects pursuant to the Act for the benefit of all or some of the Members to carry out the foregoing purposes.

4.1.5. The purchase, sale, lease, exchange, transfer, development, distribution, and/or delivery of culinary and secondary water between two or more Members of SUVMWA.

4.1.6 Promoting the efficient, economic and reliable operation of the Members' respective sewage and wastewater

treatment plants and facilities;

4.1.7 Developing facilities and improvements that will facilitate the coordinated operation of the Members' respective sewage and wastewater treatment plants and facilities;

4.1.8 Assisting Members to provide reliable, competitive, low-cost sewage and wastewater treatment service to their consumers; and

4.1.9 Assist Members with storm drainage issues, which may include planning, financing, developing, contracting, operating or any other necessary issue that may arise

4.1.10 Plan, finance, develop, acquire, construct, reconstruct, improve, enlarge, operate, and/or maintain one or more Projects pursuant to Section 11-13-204, 205 of the Act for the benefit of all or some of the Members.

4.2 In connection with a Project, SUVMWA may assist and agree with two or more Members in any way allowed by law to acquire or manage water rights, water resources, water facilities, regional sewage and wastewater treatment facilities and/or storm drainage projects for Members' mutual benefit, including acquiring or managing water rights, water resources, water facilities regional sewage and wastewater treatment facilities, and storm drainage issues which are in excess of those currently needed for Members, in anticipation of future growth, in order to provide the benefit of

economies of scale, interconnected systems, acquisition of all or parts of existing culinary or secondary irrigation systems, regional sewage and wastewater treatment facilities, storm drainage issues and adoption of Projects to the unique needs of the parties participating in that Project.

Section 5. Effective Date.

5.1. This Agreement shall be effective as of the date that an executed copy of the Agreement is filed with the official keeper of records of each Current Member.

Section 6. Qualification and Admission of Members.

6.1. A Member admitted to SUVMWA after the effective date of this Agreement shall be a public agency, as defined in the Act, and shall either (i) own and operate, or be in the process of acquiring, its own water facility to provide culinary or secondary irrigation water service to individual customers residing within the boundaries of the Member or (ii) own and operate, or be in the process of acquiring, its own sewage and wastewater facilities to individual customers residing within the boundaries of the Member or (iii) be an agency organized under the Act whose members each provide such service.

6.1.1. A Member shall be governed by a body elected by individuals residing within the boundaries of the Member or within the boundaries of the public agencies which

belong to the Member if the Member is a joint action agency organized under the Act.

6.2. A Member shall participate in one or more Projects, as evidenced by the execution of an agreement with SUVMWA governing the Member's participation in a Project.

Comment [bbr3]: Are all current Projects evidenced by an Agreement, or will they be for purposes of this section?

6.3 The governing body of the Member shall adopt and file with SUVMWA a resolution agreeing to membership in SUVMWA and accepting the terms and conditions of this Agreement.

6.4 A Member shall be accepted into SUVMWA upon a two-thirds vote of the Directors at a duly noticed annual or special meeting of the Directors.

6.5 Each Member shall submit this Agreement to an authorized attorney pursuant to Utah Code Ann. §11-13-202.5 and shall thereafter execute and file with SUVMWA a counterpart to this Agreement and any amendments thereto.

Section 7. Partial or Complete Termination of Agreement.

7.1. The membership of a Member may be terminated upon two-thirds vote of the Directors at a duly noticed membership meeting. No such termination shall constitute termination of any previous contract between SUVMWA and the Member nor shall it relieve such Member of its obligation under any contract to which such Member is then a party.

7.2 A Member may terminate its membership by giving 180 days

written notice to the Directors. A Member may also terminate its membership within 30 days of receipt of the annual budget. No such termination shall constitute termination of any previous contract between SUVMWA and the Member nor shall it relieve such Member of its obligation under any contract to which such Member is then a party.

7.3 Upon any termination, Project assets shall be disposed of according to the terms of the Project Participation Agreement. No assets shall be held by SUVMWA separate and apart from a Project except to the extent assets must be acquired for non-Project operations or management of SUVMWA.

Comment [bbr4]: Can SUVMWA acquire water rights without participants in a Project?

7.4 If there is a complete termination of this Agreement, and SUVMWA owns or leases assets separate and apart from a Project, any such assets will be disposed of in a manner approved by a majority of the Directors at the time of the termination.

Section 8. Contractual Relationships.

8.1. If a public agency does not qualify as a Member under this Agreement or under the Act or if the Members of SUVMWA do not accept a public agency as a Member, that public agency may be extended certain benefits of membership through a contract with SUVMWA upon approval by the SUVMWA Board of Directors and to the extent allowed by law.

Section 9 Organization.

9.1. The Bylaws for SUVMWA shall be established and amended from time to time by the Board of Directors and shall provide, among other things, for (i) the powers and duties of the officers, (ii) the rules governing the appointment and removal of Directors, and (iii) the calling and holding of regular and special meetings of the Board of Directors.

9.2. The Bylaws for SUVMWA shall set forth the requirements for establishing and governing of Projects. In general, a Project Management Committee will be established for each Project. The Project Management Committee can meet as often as necessary to accomplish the needs of the Project.

Comment [bbr5]: If each water rights acquisition is a separate Project, is a separate Management Committee necessary for each such Project?

Section 10 Meetings of Members.

10.1. SUVMWA's Members shall, through their Directors, meet no less frequently than annually to consider the business of SUVMWA.

10.2. For purposes of transacting the business of SUVMWA, a quorum shall consist of at least 51 percent of the Directors.

10.3. The business of the annual meeting of the Directors shall include, among other business items of SUVMWA, (a) the appointment and removal of officers; and (b) other matters relating to the organization of SUVMWA. Matters relating to a Project or Projects may also be considered by the Board of Directors pursuant to the provisions of Section 11 below.

10.4. Notice of annual or special meetings of the Directors shall comply

with applicable requirements of state law governing notices of public meetings.

Section 11. Board of Directors.

11.1. The Board of Directors of SUVMWA shall consist of one Director representing each Member.

11.2. A decision to establish a Project shall be made only upon the vote of a majority of all of the Directors present constituting a quorum, which project approval shall not be unduly withheld.

11.3. A decision concerning an existing Project shall require a majority vote of the Directors representing the Participants in the Project who are present and constitute a quorum as defined in Section 11.7 below, unless a weighted vote is called for pursuant to the provisions of this Section 11.3.

11.4 A weighted vote may be called for by any Director on a vote to establish a Project and on any vote relating to a Project involving all Members only if the Director calling for the weighted vote represents a Participant in the Project which is subject to the vote. For Projects or proposed Projects involving or proposed to involve less than all the Members, the procedure for voting shall be agreed to by all Participants in the Project prior to proceeding with the Project. If a weighted vote is called for, a decision on the matter relating to a Project shall require both (i) a majority of the Directors representing the Participants in the Project or proposed

Project who are present and constitute a quorum and (ii) a majority plus two other Members of the "weighted vote," as defined below, of Directors who are present and constitute a quorum. For purposes of this Agreement, each Director shall be accorded a weighted vote based on the population (to the nearest one thousand) of the Member which that Director represents divided by the population (to the nearest one thousand) of all Members in a particular Project or proposed Project. For the purposes of this Agreement, the agreed upon population of each member is set forth on the Exhibit A to this Agreement. Said Exhibit A will be updated based upon the next United States Government Census and, as agreed by the Members, at five year intervals between said Censuses.

Comment [bbr6]: It appears that (ii) will not work in some possible circumstances, for example, if the matter concerns which action to approve rather than whether an action should be approved.

11.5. Each Director and alternate director shall serve at the pleasure and selection of the Member designating that Director. A Member's designation of its Director and alternate director shall be in writing, signed by an authorized representative of the Member.

11.6 A Director may be appointed to represent a Member which is a Participant in more than one Project. However, no Member may be represented by more than one Director.

11.7. For purposes of making decisions concerning a Project, a quorum shall consist of 51 percent of the Directors representing the Participants in that Project.

11.8. For purposes of making decisions not related to a specific Project

or affecting the rights or obligations of other Members, a quorum shall consist of 51 percent of the Directors currently serving on the SUVMWA Board of Directors. Such decisions shall be made by a simple majority of the Directors which are present and constitute a quorum. Such decisions shall include, but not be limited to (i) termination of this Agreement and (ii) election of officers.

11.9. Unless a majority of the Directors object in writing, the Board of Directors shall meet at such time and place as the Chairman of the Board shall direct, subject to the requirements of Utah law relating to notice of such meetings and the provisions of the bylaws. In addition, a meeting may be called at any time by a majority of the Directors.

11.10 Meetings of the Board of Directors may be held through electronic communication to the extent allowed by law. A Director participating in a meeting through such means shall be considered present for purposes of a quorum and voting.

Section 12. Selection and Qualifications of Officers.

12.1 The officers of SUVMWA shall consist of a Chairman of the Board, a Vice Chairman of the Board, a Secretary, a Treasurer, and such assistant officers as the Board of Directors may by resolution designate from time to time. Each officer shall be a Director and shall be elected annually for a one-year term. Beginning with the effective date of this Agreement, no officer shall serve more than

three consecutive terms in the same office. Officer's terms shall expire at the date of the annual meeting.

Section 13. Powers.

13.1. In furtherance of the purposes set forth in this Amended Agreement, SUVMWA shall have the power to:

(a) own, purchase, lease, acquire by condemnation or otherwise, construct, operate, maintain and repair or cause to be constructed, operated, maintained and repaired any Project or Projects;

(b) borrow money or incur indebtedness, issue revenue bonds or notes for the purposes for which SUVMWA and/or a Project was created; and assign, pledge or otherwise convey as security for the payment of any such indebtedness, the revenues and receipts derived from or in connection with a Project or Projects, which assignment, pledge or other conveyance may, if so determined by SUVMWA, rank prior in right to any other obligation except taxes, or payments in lieu of taxes, if any, payable to the State of Utah or its political subdivisions;

(c) contract for the purchase, lease, exchange, or other acquisition of water resources, water facilities, water rights, either for culinary or secondary irrigation purposes, sewage and wastewater treatment facilities or storm drain facilities;

(d) contract for the construction, operation, maintenance and repair of a Project or Projects or any part thereof;

(e) make and enter into contracts in addition to those referred to in this Section 12;

(f) enter into participation agreements and other contracts pursuant to which a Project or the benefits of a Project are made available to some or all of the Members and, if approved by the Board of Directors, to one or more entities not Members of SUVMWA, either by sale, lease, or other transfer of the assets comprising the Project or any portion thereof;

(g) acquire by gift, grant, purchase, the exercise of the power of eminent domain, or otherwise and to lease any property (real or personal), building, works or improvements necessary or convenient for the purposes provided for in this Agreement;

(h) employ or contract with persons or firms for personnel to accomplish its purposes and powers;

(i) incur debts, liabilities or obligations which are those of SUVMWA and not the debts, liabilities or obligations of any of the parties hereto;

(j) sue and be sued in its own name;

(k) contract with any Member hereto or with third parties upon

behalf of any Member to provide any such Member with such culinary or secondary irrigation water or water service and/or operation, maintenance and repair services as may be necessary for the operation of the water facilities of such Member;

(l) plan and/or develop one or more Projects for two or more of the Members under separate accountability, control and administration as may be required by financing arrangements as to each such Project without obligating Members to any one Project for the obligation of any other Project undertaken by SUVMWA;

(m) exercise all other powers allowed under the Act; and

(n) take such other actions, engage in such other transactions and do all other things as may be necessary, convenient or appropriate to accomplish its purposes or carry out any of its powers.

13.2. The powers of SUVMWA shall be exercised by the Board of Directors.

Section 14. Financing and Budget.

14.1 A Project may be financed in whole or in part by the issuance of bonds and notes of SUVMWA payable from and/or secured by the revenues and receipts derived from the ownership and operation of the Project.

14.2 Such revenues, receipts and other funds shall be applied for the purposes and on the terms and conditions set forth in the bond or note resolutions or agreements of SUVMWA securing such bonds or notes and as required by the Act.

14.3. No Member shall be liable for any bond, note, indebtedness or other obligation incurred by SUVMWA, nor liable for the indebtedness of any other Member, nor liable for any indebtedness or other obligation with respect to a Project, other than the obligations of such Member arising under its separate contracts with SUVMWA as to each separate Project.

14.4. SUVMWA shall annually adopt a budget for the ensuing year which shall set forth in reasonable detail:

(a) estimates of revenues and operating and maintenance expenses with respect to each Project;

(b) debt service and reserve requirements;

(c) payments with respect to renewals and replacements for each Project and contingency reserves therefor; and

(d) such other items and matters as shall be required pursuant to its agreements, service contracts and bond resolutions.

Such budget shall be adopted and may be amended from time to time in the manner provided in such agreements, sales and service contracts and bond and note resolutions. All budgets and amendments shall be approved by Member Councils. To the

extent that Project revenues do not exist, Members associated with such Projects may be assessed and required to pay monies to SUVMWA in order to fund operations as may be agreed to by the Members.

Section 15. Relationship and Obligations.

15.1 The Members shall not be deemed under this Agreement to be partners, joint ventures, or associated in any manner which obligates one Member for the debts, defaults or miscarriages of any other Member, nor to render any Member liable for obligations of SUVMWA.

Section 16. Amendments.

16.1. This Agreement may be amended from time to time in any particular which does not jeopardize or adversely affect any existing contracts, notes, bonds, or other evidence of indebtedness, provided that such amendment shall not subject any Member to any dues, assessments, or liability without its consent thereto. Proper amendments may be adopted by the submission of the proposed amendment to the duly convened Board of Directors for approval of the Board by resolution passed by affirmative vote of at least two-thirds of the Directors currently serving on the Board of Directors and thereafter by submission to the governing bodies of the Members for written approval thereof by at least three-fourths of the Members. Such amendment shall become effective upon the execution by the

party whose signing accomplishes approval by at least three-fourths of the Members, the approval by an authorized attorney as required by applicable law and publication of the amendment as may be required by applicable law.

16.2. Any Project may be separated into another legal entity by affirmative vote of at least two-thirds of the Directors currently serving on the Board of Directors that are part of the Project and thereafter by submission to the governing bodies of the Project Members for written approval thereof by at least three-fourths of the Project Members.

Comment [bbr7]: What if a Project is separated, but SUVMWA is left unable to support general obligations incurred in reliance on Project revenues?

Section 17. Limitation on Liability of Directors.

17.1. A Director shall have no liability to a Member for any act or omission in the performance of his duties as Director. The Members hereby agree not to make any claim or file any cause of action arising from any act or omission of a Director in the performance of his duties as Director.

Section 18. Execution of Counterparts.

18.1. This Agreement may be executed in any number of counterparts each of which shall constitute an original.

Section 19. Governing Law.

19.1. This Agreement is made in the State of Utah, under the Constitution and laws of such State and is to be construed pursuant to such laws.

Section 20. Severability

20.1. Should any part, term, or provision of this Agreement be held by the courts to be illegal or in conflict with any law of the State of Utah, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

IN WITNESS WHEREOF, this party hereto has caused this Agreement to be executed and attested by its proper officers, thereunto duly authorized, and its official seal affixed hereto, pursuant to a resolution of its governing body, and deems itself bound hereby with all other parties executing a counterpart hereof.

Dated this_____day of November, 2005.

PAYSON CITY by:

_____
BERNELL C. EVANS, Mayor

ATTEST:

_____
JEANETTE CURTIS, Recorder

Approved as being in proper form and In
Compliance with the laws of the State of Utah.

_____
DAVID C. TUCKET, Attorney

SPRINGVILLE CITY by:

_____
FRITZ BOYER, Mayor

ATTEST:

_____
VENLA GUBLER, Deputy Recorder

Approved as being in proper form and In
Compliance with the laws of the State of Utah.

_____
TROY FITZGERALD, Attorney

SALEM CITY by:

_____
RANDY A. BRAILSFORD, Mayor

ATTEST:

_____
JEFFREY D. NIELSON, Recorder

Approved as being in proper form and In
Compliance with the laws of the State of Utah.

_____
S. JUNIOR BAKER, Attorney

SPANISH FORK CITY by:

_____
DALE R. BARNEY, Mayor

ATTEST:

_____
KENT R. CLARK, Recorder

Approved as being in proper form and In

Compliance with the laws of the State of Utah.

_____
S. JUNIOR BAKER, Attorney

ELK RIDGE CITY by:

_____
VERNON FRITZ, Mayor

ATTEST:

_____
JANICE H. DAVIS, Recorder

Approved as being in proper form and In
Compliance with the laws of the State of Utah.

_____
DAVID L. CHRUCH, Attorney

GENOLA TOWN by:

_____
W. NEIL BROWN, Mayor

ATTEST:

_____
TRACI J. WRIGHT, Recorder

Approved as being in proper form and In
Compliance with the laws of the State of Utah.

_____
Brett B. Rich, Attorney

GOSHEN TOWN by:

_____
MARVIN JACOBSON, Mayor

ATTEST:

_____
WENDY BRUNSON, Recorder

Approved as being in proper form and In
Compliance with the laws of the State of Utah.

_____
, Attorney

MAPLETON CITY by:

_____
DEAN ALLAN, Mayor

ATTEST:

_____
CAMILLE BROWN, Recorder

Approved as being in proper form and In
Compliance with the laws of the State of Utah.

_____
ERIC JOHNSON, Attorney

SANTAQUIN CITY by:

_____
DENNIS BRANDON, Mayor

ATTEST:

_____
SUSAN FARNSWORTH, Recorder

Approved as being in proper form and In
Compliance with the laws of the State of Utah.

_____
Brett B. Rich, Attorney

WOODLAND HILSS TOWN by:

_____
TOBY HARDING, Mayor

ATTEST:

_____
BRENDA TREWET, Recorder

Approved as being in proper form and In
Compliance with the laws of the State of Utah.

_____
Harold Mitchell, Attorney

Spanish Fork City

Contract Change Order

Change Order Number: **1**

Contract for 2005 Sports Park Center 4-Plex Project, Fencing

Owner Spanish Fork City

To Northwest Fence

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 328 ADDITIONAL LINEAL FEET OF 8 FOOT FENCE WITH AN 18 INCH CONCRETE MOWSTRIP TO THE PROJECT. THIS FENCING AND MOWSTRIP WILL BE PROVIDED AT THE SAME BID PRICE AS THE REST OF THE FENCE & MOWSTRIP AT $16.95 PER FOOT		$ 5,559.60
2. ADD 8 ADDITIONAL POSTS TO FACILITATE FUTURE SLIDE GATES AT $55 PER POST		$ 440.00
TOTALS :	$ -	$ 5,999.60
NET CHANGE IN CONTRACT PRICE :	$ -	$ 5,999.60

JUSTIFICATION

See attached Exhibit "A"

The amount of the contract will be increased by the sum of : FIVE THOUSAND NINE HUNDRED AND NINETY NINE AND 60/100 Dollars $ 5,999.60

The contract total including this and previous change orders will be : SEVENTY SEVEN THOUSAND FIVE HUNDRED AND SEVENTY NINE AND 90/100 Dollars $ 77,579.90

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: _____

Exhibit "A"

2005 Sports Park Center 4-Plex Project, Fencing

Change Order #1

1. Additional Fence and Mowstrip. The city and contractor measured up quantities for the December payment this past week. At this time we found the lineal feet of mow strip and fence posts installed exceeded the bid amount by 328 feet. This change order is to increase the bid quantity from 3,874 feet to 4,202 feet reflecting the additional lineal feet installed.

The reason for the difference is because the initial plan for the fence project did not call for the fencing to connect between the fields. Originally these connections were planned for the end of the overall ball field project. The connections were added to the plan just before bid but we missed adjusting the quantities on the bid documents. The Recreation Department decided they needed the fencing between the fields now. The prices are at unit prices per bid.

2. Additional Posts for Roll Gates. This project included all the fencing and mowstrip around the perimeter of the ball fields. A future fence project would then install roll gates and the fencing above the dugouts and backstops. During construction we learned that 8 additional posts would be needed in the mowstrip to accommodate these roll gates. We therefore had the contractor install these posts before the concrete mowstrip was poured.