



CITY COUNCIL MEETING

ADDENDUM

6:00 pm

Tuesday, January 3, 2006

I. PRELIMINARY ACTIVITIES

- A. Pledge of Allegiance
- B. Oath of Office to Elected Officials
- C. [Minutes](#)

II. PUBLIC HEARINGS

- 6:30 pm A. [Moark Junction Industrial Subdivision](#)

III. STAFF REPORTS

- A. Junior Baker - Legal
 - 1. [Wasatch Wind Lease Agreement](#)
- B. Emil Pierson - Planning
 - 1. [Forbush Annexation Request](#)
- C. Richard Heap - Engineering
 - 1. [Recycling RFP](#)

IV. OTHER BUSINESS

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

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

**Tentative Minutes
Spanish Fork City Council Meeting
November 15, 2005**

1 The meeting was called to order at 6:00 p.m. by Mayor Dale R. Barney. The pledge of
2 allegiance was led by Councilmember Chris C. Wadsworth

3 Elected Officials Present: Mayor Dale R. Barney, and Councilmembers Matthew D. Barber,
4 Everett Kelepolo, Seth V. Sorensen and Chris C. Wadsworth. Councilmember Paul M.
5 Christensen was excused.

6 Staff Members Present: David A. Oyler, City Manager; S. Junior Baker, City Attorney; Emil
7 Pierson, Planning Director; Richard Heap, City Engineer/Public Works Director; Kent R. Clark,
8 Finance Director; Seth J. Perrins, Assistant City Manager; Dee Rosenbaum, Public Safety
9 Director; Dale Robinson, Parks & Recreation Director; Roy Christensen, Golf Pro; Angie
10 Jackson, Legal Secretary; Jill Thorpe, Police Secretary and Marlo Smith, Engineering Secretary.

11 Citizens Present: Charles Wixom, David Olson, Alyn Olson, Kurtis Nelson, Todd Griffiths,
12 RaeAnn Nelson, Nathan Simpson, Steve Murdock, Cody Pickernelty, Robert Pittelli, Bradley
13 Creer, Lana Creer Harris, Brenda Davis, Nathanael Sackett, Victor L. Hansen, Ruby M. Hansen,
14 Todd Hollingshead, Austin Teasdale, Leighn Mosdell, Jeff Mosdell, Royden Hill, Niki Cook,
15 Loren Grant, Hayden Hill, Dalton Hill, Karen Hill, Annette Redd, Bryan Redd, Richard A.
16 Evans, Sam Robertson, Wayne Andersen, Steven Leifson, Cary McConnell, Alonna Johnson,
17 Braeden Brown, Tyson Augg, J. Ryan Nielson, James Bowman, Amy Porter, Jessica Loveless,
18 Kaitlyn Grotegut, Jennifer Harward, Lyndsey Walters, April Whatcott, Jessica VanPry, Sandy
19 Simonsen, Jason Carrick, Casey Cozzens and Wyatt McGregor.

20 **Minutes**

21 Councilmember Kelepolo made a **motion** to approve the October 18, 2005 minutes of City
22 Council with changes as noted. Councilmember Sorensen **seconded**, and the motion **passed**
23 with a unanimous vote.

24 **Canvass of Election**

25 Mr. Clark said it has been a busy week getting everything finalized. The provisional and
26 absentee ballots were just opened and the election judges tallied the votes. There were 78
27 provisional ballots and four absentee ballots equaling 82 votes. With the 82 votes added to the
28 current election totals it produces the following top vote getter for the Mayor seat is Joe Thomas.
29 The top vote getters for the council member seats are Steve Leifson and Wayne Anderson. This
30 is a change in the council member seat from the general elections whereas Royden Hill was the
31 second vote getter.

32 Councilmember Sorensen asked if this qualifies for an automatic recount.

33 Mr. Clark said Mr. Hill has seven days to request a recount due to the fact that there are sixteen

34 districts and the votes between Mr. Anderson and Mr. Hill are within sixteen.

35 Mr. Clark said the canvass of election approval is the opportunity for the legislative body which
36 is the Mayor and City Council to review the paperwork and audit trail that has been produced by
37 the election judges. The canvass packets are for each voting district and include how the ballots
38 were counted for, the tally poll book, certain persons who voted and the number of votes. It does
39 not show how certain persons voted. After reviewing each packet a motion needs to be made.

40 The Mayor and City Council reviewed the canvass packets for each voting district.

41 Mr. Clark said during the mayor and council review Mr. Hill asked for a recount. There are
42 4,697 ballots to be recounted. The recount can take place Monday or Tuesday. Then the mayor
43 and council will need to convene and approve the council member seat's canvass.

44 Mr. Baker said due to the holiday next week it may be a good decision to decide tonight when
45 the recount and special council meeting will take place.

46 Mr. Clark said the votes will only be recounted for the council member seat due to the small
47 marginal difference in the votes between the second and third vote getters.

48 After discussion it was decided that the recount will take place on Monday, November 21, 2005.
49 The special council meeting to review the canvass of election will take place Monday,
50 November 21, 2005 at 4:00 p.m.

51 Councilmember Sorensen made a **motion** to approve the Canvass of Election for the mayor seat
52 as presented. Councilmember Kelepolo **seconded** and the motion **passed** with a unanimous
53 vote.

54 **Nebo School District Connectors Agreement**

55 Mr. Baker said this is a standard connectors agreement for the expenses of constructing the
56 utilities for the Rees School at approximately 1400 East 500 North. The reimbursement amount
57 is for the cost of construction of the utilities up 400 North. The school district was required to
58 bring water, sewer, storm drain, pressurized irrigation and power to and through their property.
59 Due to a railroad bore the numbers are unusually large. The school district is trying to recoup
60 some of these costs from the person who will connect onto these utilities. The City attains the
61 numbers from the school district and then the engineering department reviews the numbers.
62 Once the engineering department approves of the numbers Mr. Baker then prepares the
63 agreement for the Mayor and Council to make a decision on.

64 Mayor Barney asked if this agreement is any different then past connectors agreements.

65 Mr. Baker said no, this is a standard agreement.

66 Councilmember Wadsworth asked for some clarification on paragraph number 10.

67 Mr. Baker said paragraph numbers 2-5 spells out the exact amount that will be assessed. The
68 Sunny Ridge Development will be the main property affected by this agreement.

69 Discussion took place regarding the timing allowed for a developer to request a connectors
70 agreement.

71 Mr. Baker said the current ordinance requires a developer to request a connectors agreement
72 within 30 days of acceptance of improvements. The city has only recently received the final
73 numbers from a school representative.

74 Councilmember Sorensen and Kelepolo disclosed that they are employed by Nebo School
75 District.

76 Councilmember Wadsworth asked in regards to paragraph 1, if the fronting homeowner has to
77 pay the connectors agreement fee beyond the impact fees.

78 Mr. Baker concurred.

79 Councilmember Wadsworth said he would like some clarification regarding if the school district
80 is able to get the homeowners who are paying impact fees to pay again.

81 Mr. Baker said the impact fees are the city's expense. The connectors agreement is the school's
82 expense to run the utility lines. If the school didn't incur these expenses the homeowner or
83 developer would have the entire expense of running the utilities to their property.

84 Discussion took place regarding development agreements and impact fee reimbursements.

85 Councilmember Barber made a **motion** to approve the Nebo School District Connectors
86 Agreement. Councilmember Sorensen **seconded** and the motion **passed** with a unanimous vote.
87 A roll call vote confirmed the unanimous vote.

88 **Amend Title 15 Land Use**

89 Mr. Baker said this item was tabled from the last council meeting so that the councilmembers
90 could research the concrete shortage.

91 Mr. Baker also discussed the street improvements to allow the maximum grade for any City
92 street to be 8% unless otherwise approved by the City, but cannot be greater than 14%.

93 Councilmember Kelepolo asked Mr. Baker if there is a change to the code for issues such as the
94 concrete shortage for sidewalks, should it be left at the sidewalk issue only or other issues that
95 may occur.

96 Mr. Baker said that is a decision for the City Council to make. But, to keep in mind if the
97 homeowner is held up from moving into their completed home the City is usually blamed
98 whether it is the City's fault or not. He said the hardship is legitimate due to the concrete

99 shortage.

100 Discussion took place on the opportunity for smaller final plats to be submitted.

101 Councilmember Kelepolo asked Mr. Heap if the sidewalk was installed for a lot being built on
102 and there was a missing piece next to the lot being built on how does the gap affect the City? He
103 also asked Mr. Heap about liability issues.

104 Mr. Heap said to some degree we could be held liable for safety issues. In the past there were
105 also arguments from homebuilders and developers on whose fault it was for a cracked sidewalk.

106 Discussion took place regarding allowing homes to be built, but hold up the certificate of
107 occupancy until the sidewalk was installed.

108 Mr. Baker said it would be better to hold up the building permit than to hold up the certificate of
109 occupancy, homeowners would be upset not being able to move into their finished home.

110 Councilmember Sorensen asked how many lots this concrete shortage was affecting.

111 Mr. Baker said it affects most of River Cove who has 65 lots in the first plat and Sunny Ridge.

112 Discussion took place regarding the liability the City may have without requiring the sidewalk
113 before the homes are built.

114 Discussion took place regarding whether the ordinance only changes for concrete issues or all
115 utilities if pipe becomes a shortage.

116 Mr. Heap said he feels that if a waiver is made it should stay with the sidewalk only, if the
117 utilities aren't installed as fast as homes are being built it could present a real issue.
118

119 Mayor Barney feels this would just open a door to problems. He said the EPA is relaxing their
120 requirements and this should help with the concrete shortage. He feels this is an artificial
121 problem.

122 Councilmember Barber said he feels they are looking for a long term solution to a short term
123 problem. He would like to see the ordinance left how it is.

124 Councilmember Kelepolo agreed with Councilmember Barber, if the problem continues then
125 address at another time.

126 Councilmember Kelepolo made a motion to approve the amendments to Title 15 Land Use as
127 presented. Councilmember Sorensen seconded and the motion passed with a unanimous vote.
128 A roll call vote confirmed the unanimous vote.

129 **Review conditions of approval of Pine Meadows Subdivision (Tabled from November 1,**
130 **2005)**

131 Mr. Pierson said the conditions of approval for the Pine Meadows subdivision has been brought
132 back to City Council for clarification on how much stone, brick or stucco would be allowed on
133 the front elevations. With the review of the DVD from Council Meeting he is now asking the
134 Mayor and City Council for clarification on what is required.

135 Councilmember Sorensen said as he watched the DVD he didn't see that it was specified.

136 Councilmember Kelepolo agreed, there was no clarity as to what the majority is.

137 Mr. Pierson said the developer has changed since the approval. There are also many home
138 builders in this subdivision that understand there are to be brick and stone elements but not the
139 majority. Our ordinance considers stucco to be masonry.

140 Discussion took place on what the council's intent was at the time of approval.

141 Councilmember Barber said he envisioned 100% stone and/or brick for the front elevations.

142 Councilmember Sorensen agreed.

143 Discussion took place regarding the elimination of the \$45,000.00 payment toward a park for
144 100% brick and/or stone front elevations.

145 All City Councilmembers were in agreement with this.

146 Councilmember Kelepolo suggested that the staff and city council sit down with the current
147 developer to discuss what the intent was on approval.

148 All City Councilmembers were in agreement with this.

149 **Southeast Well and Water Rights Purchase**

150 Mr. Heap said for the last twelve to fifteen years there has been discussion with the Southeast
151 Irrigation Company to purchase the well located in the riverbottoms at approximately 2300 East.
152 The well was test pumped a year ago and the water sample showed the water to be good quality.
153 The agreement would allow the City to purchase the well in the amount of \$75,000.00 and to
154 also purchase 744 acre feet of water rights over the next five years. The well and water rights
155 would be paid from impact fees. The well will be able to be put into the pressurized irrigation or
156 the culinary water system.

157 Councilmember Sorensen feels this will be a good addition to the City's water system.

158 Discussion took place regarding the amount of water that could be pumped from the well.

159 Councilmember Barber made a **motion** to accept and enter into agreement with Southeast
160 Irrigation Company for the Southeast Well and Water Rights Purchase. Councilmember

161 Sorensen **seconded** and the motion **passed** with a unanimous vote.
162 A roll call vote confirmed the unanimous vote.

163 **Sports Park 4-Plex Project Backstops & Dugouts Bid**

164 Mr. Heap said this project will construct the concrete backstops and dugouts for the four new
165 softball fields at the Sports Park. RM Davis Construction submitted the lowest bid at
166 \$81,184.98. This project will be paid from impact fees.

167 Councilmember Sorensen made a **motion** to award the bid for the Sports Park 4-Plex Project
168 Backstops & Dugouts Bid to RM Davis Construction in the amount of \$81,184.98.
169 Councilmember Kelepolo **seconded** and the motion **passed** with a majority vote.
170 Councilmember Wadsworth was **opposed** to the motion.

171 **Sports Park 4-Plex Project Backstops & Dugouts Fencing Bid**

172 Mr. Heap said this project will construct the fencing in the backstops and dugouts for the four
173 new softball fields at the Sports Park.

174 Councilmember Kelepolo asked if the City has used Northwest Fence on previous bids.

175 Mr. Heap concurred.

176 Councilmember Sorensen made a **motion** to award the bid for the Sports Park 4-Plex Project
177 Backstops & Dugouts Fencing Bid to Northwest Fence in the amount of \$60,870.00.
178 Councilmember Kelepolo **seconded** and the motion **passed** with a majority vote.
179 Councilmember Wadsworth was **opposed** to the motion.

180 **Sports Park 4-Plex Project Sprinkler System Supplies Bid**

181 Mr. Heap said the sprinkler system supplies bid opening was today. Due to the increase in costs
182 for materials, the bid is for materials only, City crews will construct the sprinkler system.

183 Councilmember Kelepolo asked if the City has used Mountainland Supply on previous bids.

184 Mr. Heap concurred.

185 Councilmember Kelepolo made a **motion** to award the bid for the Sports Park 4-Plex Project
186 Sprinkler Systems Supplies Bid to Mountainland Supply in the amount of \$29,020.44.
187 Councilmember Sorensen **seconded** and the motion **passed** with a majority vote.
188 Councilmember Wadsworth was **opposed** to the motion.

189 Councilmember Kelepolo made a motion for a five minute recess. Councilmember Sorensen
190 seconded and the motion passed with a unanimous vote.

191 *7:33 p.m. - Break*

192 7:40 p.m. - Reconvened

193 **Golf Course & Sports Park Report**

194 Mr. Robinson said he was assigned to update the Council on the Sports Park and Golf Course.
195 He will start with the Sports Park. He presented a document to show the breakdown of money
196 previously approved for the second phase of the sports park, broken down into seventeen
197 different projects. Also shown at the bottom are consulting fees that involve inspections and
198 testing. The last items are for miscellaneous materials such as trees, shrubs, garbage cans, picnic
199 tables, benches, etc. There are slight modifications to the buildings due to building code
200 changes. There is good progress being made and the goal is to have grass planted not later than
201 April.

202 Councilmember Wadsworth asked about the consulting fees.

203 Mr. Robinson said Horrocks Engineering is doing the structural design for the buildings, Epic
204 Engineering is doing the testing and inspections and then the fee to the architect designer for the
205 building plans.

206 Mr. Robinson gave a brief report on the Spanish Oaks Golf Course. He discussed the subsidy for
207 fiscal year 2005 is substantially lower than 2004. He attributes much to the bridge construction
208 which hampered the play at the golf course. Last year the concessions were contracted out, at the
209 golf course it didn't work out to well. In mid-July the City took back over the concessions at the
210 golf course.

211 Discussion took place regarding the feedback that the City Councilmembers received regarding
212 the concessions that were contracted out.

213 Mr. Robinson presented a slide show. The following is a brief overview of his presentation.

- 214 • Increase in marketing
- 215 • Better directional signs off of Highway 6
- 216 • Customer Relations
- 217 • Communication with the Mens and Women's Association
- 218 • Improve Jr. Golf program
- 219 • Clean up and create overflow parking
- 220 • Work on improving concessions
- 221 • Continue to work with Golf Course Committee
- 222 • How are we doing in FY06.
- 223 • Green fees up slightly

224 Mr. Robinson commended his staff and said what a wonderful job they do. For example the
225 irrigation is difficult due to the canyon wind and yet they do a wonderful job.

226 **Council Report on Assignments**

227 Councilmember Barber said he had nothing to update.

228 Mayor Barney said there is progress being made on the Utah County Flood Control, he said the
229 County is headed in the right direction, that this would be good for the citizens and would like to
230 see support from citizens. The Strawberry Water and CUP agreement for the delivery of water is
231 something he would like to see accomplished before the end of his administration. There has
232 been a lot of work and effort from dedicated people to see this agreement in place. The Solid
233 Waste District is another agency that has been formed that has served our city well. The new
234 mayor and council will have some decisions to make on recycling.

235 Councilmember Kelepolo said the Recreation Committee had been updated by the presentation
236 tonight. The airport board has met and there are good things to come with Rocky Mountain
237 Composites. The finance committee met to discuss budget and reserves.

238 Councilmember Sorensen said the light parade is November 25th and then after Santa will be at
239 the City Office Building. This is the Friday after Thanksgiving.

240 Councilmember Wadsworth said the library gave its report at the last city council meeting and
241 commended the good job. He said risk management met yesterday and the claims are down due
242 to a lot of training. He commended Seth Perrins, Dave Oyler and Richard Heap on helping to
243 keep the numbers down.

244 **Other Business**

245 None.

246 **Adjournment to Executive Session**

247 Councilmember Kelepolo made a **motion** to move into an Executive Session to discuss
248 personnel and land acquisition issues. Councilmember Sorensen **seconded** and the motion
249 **passed** with a unanimous vote. The meeting adjourned at 8:14 p.m.



Spanish Fork City Council Staff Report

To:	City Council	ID#	PRE 05-04
From:	Emil Pierson, City Planner	Zoning	I-1
Date:	January 3, 2005	Property Size	136.01 acres
Subject:	Moark Junction Preliminary Plat	# Lots/Units	5
Location:	4000 East Highway 6	Units/Acre	N/A

Public Notices: N/A

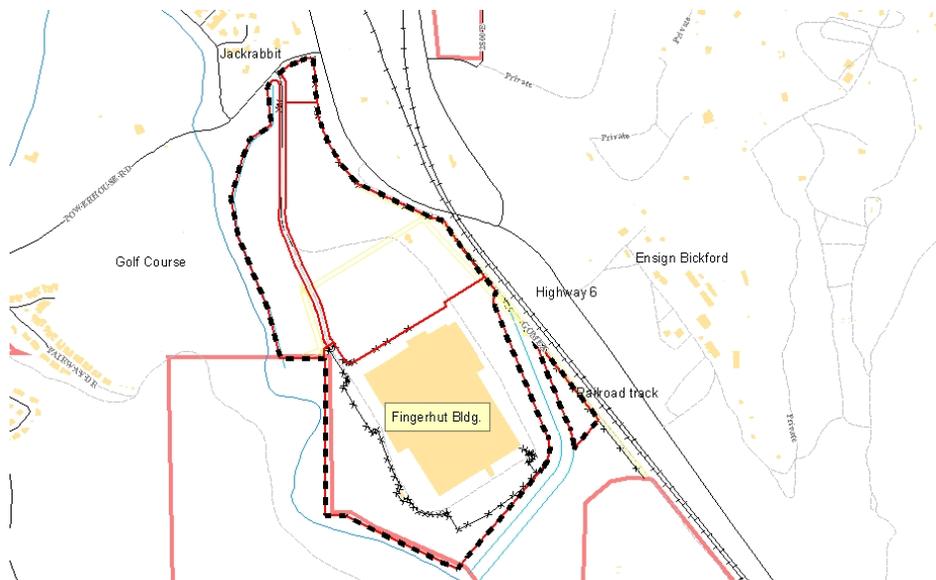
BACKGROUND

Joel Connell is requesting to subdivide a parcel that is approximately 136 acres in size into 5 industrial lots. The property is located at the mouth of Spanish Fork Canyon and is the location of the existing Fingerhut building.

ANALYSIS

The property is subject to a number of site constraints for example, there is railroad tracks on the east side of the property as well as the Mapleton canal. On the south side of the property is a gravel pit located in the county. To the west there is a sharp drop off (lot #2) that goes into the Spanish Fork River.

The property currently has the Fingerhut building which is a million square foot building that has multiple users located in the building (e.g. JC Penny's, Banta, Nature Sunshine, and others). The existing building is located on the proposed lot #4. The remaining property is vacant and is not being used except for lot 3 which has a water tank on the east side of the parcel. All of the utilities are



located on the property and depending on the companies that locate on the property in the future will determine if any upgrades are needed. The property is accessed from Powerhouse road on to a private road that weaves through the property.

Development Review Committee

The DRC reviewed this request at its November 23rd meeting and recommended approval subject to the conditions stated below.

1. Include the Mapleton lateral as part into lots 4 & 5.
2. Developer to add a cross access easements for roads, especially to lot 5.

Planing Commission

The Planning Commission reviewed this request at a public hearing held on December 3rd. They discussed accesses for the property and the voiced their concerns about the possibility of additional traffic that could be created. The Planning Commission then recommended approval subject to the following conditions listed below.

RECOMMENDATION

APPROVE

Make a motion to **APPROVE the Moark Junction Preliminary Plat located at 4000 East Highway 6 subject to the following condition(s):**

1. Include the Mapleton lateral into lots 4 & 5.
2. Developer to add a cross access easements for roads, especially to lot 5.

DENY

Make a motion to DENY the Moark Junction Preliminary Plat located at 4000 East Highway 6 for the follow reason(s):

TABLE

Make a motion to **TABLE the Moark Junction Preliminary Plat located at 4000 East Highway 6 for the follow reason(s):**

LEASE AGREEMENT

THIS LEASE AGREEMENT (Lease) dated as of January 3, 2006, 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 1st day of December, 2005 and continuing through November 30, 2006.

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. 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.

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:

JOE L THOMAS, 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 S20°05'13"E 265.62 feet; Thence N70°08'37"E 267.07 feet; Thence N20°10'25"W 267.86 feet; Thence S69°39'46W 266.67feet to the Point of Beginning. CONTAINING 1.63 ACRES.

**SPANISH FORK CITY
CITY COUNCIL
STAFF REPORT**



To:	City Council	Property Size:	90.848 acres
From:	Emil Pierson, City Planner	General Plan:	Residential 3.5-4.5 unit per acre & light industrial
Date:	January 3, 2005	Zoning:	County R-A
Subject:	Forbush Annexation	Requested Zone:	R-1-9
Location:	1400 North Highway 51 (City)		

Background

The applicant(s), Cody Robert is requesting to annex approximately 91 acres into Spanish Fork City from Utah County.



Analysis

The City Boundary is to the south and west of the property. The properties to the north were annexed into Springville City. Most of

property is within Spanish Fork City’s policy declaration boundary except for the northeast corner of the annexation. Springville City also shows this property within its Annexation Policy Plan. The annexation request is within the City’s growth boundary except the northeast corner. The General Plan currently shows the annexation area as Residential 3.5 to 4.5 u/a or as light industrial. The property owner is requesting for the property to be zoned R-1-9. They would also be eliminating the Anderson salvage yard.

Staff recommendation

I would recommend that the City investigates the proposed annexation.

OPTIONS

One: Decide if the Council wants to investigate the possibility of annexing the properties and have the Development Review Committee and Planning Commission give a recommendation.

Two: Decide that the City Council is not interested in annexation the properties at this time.



**MEMO
SPANISH FORK CITY
PUBLIC WORKS DEPARTMENT**

DATE: December 21, 2005

TO: Mayor Thomas and City Council

FROM: Richard J. Heap, Public Works Director

RE: Solid Waste Recycling

Last spring when we bid the solid waste pickup contract to pick up our garbage we asked the various contractors to give us a price on having a recycling can. We received various proposals and it was decided to ask the Utility Board to give us a recommendation. There were varied views on the topic and the Utility Board wanted staff to do a survey of the residents to see what they wanted. We put a survey on the city web site and asked people to give us their views of a recycle program.

The results are listed below:

Don't want any recycling program; 116
Want mandatory recycling program; 224
Want voluntary recycling program; 175

53 people checked both the mandatory and voluntary boxes.

The cost would be about \$5.00 to \$6.00 per household for a bi-weekly pickup of a recycle can. The previous City Council felt we should wait until the new year and let the new group make a determination on what we should do with recycling. We are asking for direction from the Council to see if we want to send out for RFP's on a recycling proposal and if we seek RFP's should we include both voluntary and mandatory pickup. There are three or four companies that could bid on this proposal. It would take about a month to a month and a half to get the RFP out and get the results back and to the Council.