



ADDENDUM CITY COUNCIL MEETING AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on December 5, 2006**.

AGENDA ITEMS:

1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITIONS:

- a. Pledge

2. PUBLIC COMMENTS:

Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comment will be limited to three minutes per person. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing. The Mayor or Council may restrict the comments beyond these guidelines.

3. COUNCIL COMMENTS:

4. CONSENT ITEMS:

These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.

- a. [Minutes of Spanish Fork City Council Meeting – November 7, 2006](#)
- b. [UDOT 400 North Contract](#)
- c. [Questar Gas Supplemental Easement Agreement](#)
- d. [Amended Exhibits to Wind Energy Ground Lease](#)
- e. [Sky Properties Property Exchange Agreement](#)

5. NEW BUSINESS:

- a. [SUVWMA Regional Wastewater Treatment Resolution](#)
- b. [River Reclamation Trail Project – Cody Stewart](#)
- c. [Accessory Building Setbacks](#)
- d. [Discussion of Spanish Fork City Joining Corporate Alliance](#)

6. OTHER BUSINESS:

- a. [Growth Discussion with the Planning Commission](#)
- b. [Executive Session If Needed – To be Announced in the Motion](#)

ADJOURN:

Notice is hereby given that:

- In the event of an absence of a quorum, agenda items will be continued to the next regularly scheduled meeting.
- By motion of the Spanish Fork City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed executive meeting for any of the purposes identified in that Chapter.

SPANISH FORK CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. 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.

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Tentative Minutes
Spanish Fork City Council Meeting
November 7, 2006

5 Elected Officials Present: Mayor Joe L Thomas, Councilmember's Mathew D. Barber,
6 Chris C. Wadsworth, G. Wayne Andersen, Steven M. Leifson, Seth V. Sorensen

8 Staff Present: Dale Robinson, Parks and Recreation Director; Dave Anderson, City
9 Planner; Richard Heap, Public Works Director; Dee Rosenbaum, Public Safety Director;
10 Jeff Foster, Power Superintendent; Douglas Shorts, Chief Building Official; Marvin
11 Banks, Public Utilities Superintendent; Kimberly Robinson, Deputy Recorder

13 Citizens Present: Brent Jones, Brent Frost, Jill Thorpe, Tadd Thorpe, Richard Evans,
14 Doug Ford, Phillip Whitehead, Angela Jackson, Russell Durtschi, Bart Morrill, Chris
15 Thompson, Dave Jackson, Janis Nielson, Kip Rasmussen, Steele Rasmussen, Carolyn
16 Burningham, Joyce Webb, Leah Butler, Hannah Felter, Angel Wolfe, Kaye Paulsen,
17 Blaine Poulsen, Ida Mattinson, Dale Mattinson, Sydney Sargeant, Elvera Sargeant, Marie
18 Spencer, Bob Spencer, Bryan Snell, Brianne Mead, Derrick Ralphs, Bernice Woffinden,
19 Melba Jeppsen, Joyce A. Johnson, Kyle Bics, Krysti Gomm, Ryan Shawcroft, Shawn
20 Jorgensen, Jim Horrocks, Mark Miller, Sam Andrus, Travis Anderson, Mike Mendenhall,
21 Greg Jurkatis, Ty Jurkatis, Thomas Brennan, John Shuttleworth, Tiffany Hatfield, Delana
22 Borkman, Natesia Stevens, Samuel Broomhead, Karen Banks, Brody Lambert, Richard
23 Stoneman, Vanessa Penrod, Lindsey Condley, Yeimi Quinonez, Edna Ferron, Marcus
24 Hunt, Steven Mckay, Daylen Westwood, Kelly Peterson, Alan Huff, Paul Taylor

26 **CALL TO ORDER**

28 Mayor Thomas called the meeting to order at 6:08 p.m.

30 **PLEDGE**

32 Councilman Andersen led in the pledge of allegiance.

34 **PUBLIC COMMENTS**

36 Brent Jones

37 Mr. Jones lives east of the Junior High. In 2005 he poured cement to build a garage. He
38 built a garage this spring and it is not in compliance with the code. He wants the Council
39 to change the ordinance, for setbacks and the requirements for garages. He wants to
40 comply with what the city requires.

42 Mr. Anderson stated the only solution is to change the cities setback ordinance.

44 Mayor Thomas asked for the pros and cons of changing the ordinance and to have it on
45 the Council agenda.

47 **COUNCIL COMMENTS**

48

49 Councilman Barber said he spent a lot of time since the last meeting studying the topic
50 for tonight's discussion.

51

52 Councilman Leifson met with parks and recreation and they talked about the possibility
53 of using the school districts grass areas. The school district said it is not an option.

54

55 Councilman Sorensen announced that the day after thanksgiving is the parade of lights
56 sponsored by the chamber.

57

58 Councilman Wadsworth said he drove the hay wagon at the spook alley and that it was
59 great to hear the feedback. He was impressed with the senior citizens, and appreciates the
60 city staff, he thanked the actual participants as well. He is working on a presentation
61 regarding street signs and is working with them to bring it to the Council. He has also
62 been doing quite a bit of research on the topic tonight. They held the first trails committee
63 meeting and had all the stake holders from the different departments. He also spoke to an
64 individual that has a proposal with regard to economic development.

65

66 Mayor Thomas has been involved with the compensation study. He gave an update on
67 Vitacost that they bought the land to come but the state has been slow to work with them
68 and they will not locate here. Another individual is proposing to bring 2,000 jobs and he
69 will have more information on that later.

70

71 **NEW BUSINESS**

72

73 **Senior Bus**

74 Mayor Thomas explained that the seniors have requested for a while that they get a bus to
75 take their tours, they are asking for permission to buy a bus. The request is to authorize
76 the seniors to move ahead with the purchase if the bus and the seniors are responsible for
77 it.

78

79 **Joyce Webb**

80 Ms. Webb is the Director of the Spanish Fork Senior Center. The seniors have been
81 taking vacations ever since the senior center started, the city has never paid for those
82 trips. She has the names of 345 seniors that she will be speaking for tonight. The seniors
83 know they can save money if they have their own bus, they know it is a big
84 responsibility, they expect to work hard and do not want anything given to them. There is
85 one senior citizen Evalyn Bills who went on a lot of the trips, she is now too old to go but
86 wants to support getting the tour bus. All they want is to use the name of Spanish Fork
87 City.

88

89 Mayor Thomas explained that it will allow for them to be exempt and save them on the
90 insurance costs.

91

92 Ms. Webb stated that someday the Council will be seniors and what they do today they
93 hope they can benefit from it tomorrow.
94
95 Councilman Sorensen asked how the liability from the insurance worked and who would
96 be responsible.
97
98 Mr. Oyler stated that the liability is from URMMA.
99
100 Councilman Leifson asked that if something happens is the City on the hook in the
101 lawsuit if someone decided to sue.
102
103 Mr. Baker stated that yes the city would be on the hook.
104
105 Councilman Andersen is confused that the private citizens are purchasing the bus and the
106 city is paying the insurance and assuming the risk.
107
108 Mayor Thomas stated that the city is purchasing the bus with private funds that have been
109 donated.
110
111 Councilman Andersen has concerns that this is not exactly as it seems, he does not think
112 that everyone knows the total amount of funds that it will take. He does not mind them
113 trying it but wants what is best for all involved.
114
115 Councilman Wadsworth asked if there was a contract.
116
117 The Mayor asked that there can be one made.
118
119 Councilman Leifson asked if the cost estimates have been figured on how much it would
120 cost to maintain the bus.
121
122 Mayor Thomas said he is all for this proposal.
123
124 Councilman Leifson is making sure that the city will not pay for the costs of
125 maintenance, and that they will not be responsible.
126
127 Mr. Clark stated that the seniors are subsidized with city funds, they do earn their own
128 money but it does not cover the amount to run the program.
129
130 Councilman Sorensen asked where the funding will come from for not only the purchase
131 but the maintenance.
132
133 Mayor Thomas does not feel this is a good use of tax payer's dollars and the risk is on the
134 private lenders.
135
136 Ms. Webb stated that the reason they have not gone on as many long trips is because the
137 cost of the leasing is too expensive.

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Councilman Andersen asked if there has been enough homework done by the seniors to know what they are getting into.

Councilman Sorensen said that the school district charters buses for long trips even though they do have a fleet of buses, to save the wear and tear they charter buses. He does not want to see anyone get hurt in this deal he wants everyone to be able to benefit.

Councilman Wadsworth stated that the city is not on the hook, they are not paying the funding, if the seniors can cover the cost and meet the operation and maintenance he would support it. If he can be assured the city is not left holding the bag.

Councilman Wadsworth made a **motion** to endorse this purchase as long as the city is not on the hook, that it is privately funded, and the seniors cover cost of operation and maintenance, and that it cover the cost of trip, they also must find a suitable storage to park it. Councilman Sorensen **seconded** the motion **passed** by a roll call vote all in favor.

CONSENT ITEMS

Councilman Barber made a **motion** to accept the minutes of September 19, 2006, October 3, 2006, and October 17, 2006. Councilman Sorensen **seconded** and the motion **passed** all in favor.

NEW BUSINESS

EDA Architects Presentation on the Police/Court Building

Thomas Brennan

Mr. Brennan explained the square footage change, the concerns expressed last time in being too aggressive to save costs. The areas that would be tight should be changed to accommodate. They met with the public safety director and worked with staff to discuss addressing those areas and there was in increase of 800 feet.

Councilman Sorensen asked Mr. Rosenbaum what he feels about the changes and if it will meet their needs.

Mr. Rosenbaum stated that it will meet their needs, and they have looked at it closely and it has the possibility down the road that they can add onto the building if needed.

Councilman Sorensen feels comfortable having the area meet the needs better.

Councilman Andersen feels a lot more comfortable with this plan. It did not make sense to him to spend the money for something that would not work to begin with.

Councilman Leifson likes the way it is set up now, and feels it is a savings now rather than an expense down the road.

184 The Council agreed that the project looks good.

185

186 **PUBLIC HEARING**

187

188 Councilman Andersen made a **motion** to move to public hearing at 6:56 p.m.

189 Councilman Sorensen **seconded** and the motion **passed** all in favor.

190

191 **Adoption of a Salary Schedule and Administration Policy**

192

193 Mr. Perrins said at the last presentation they requested a lot of the numbers to be able to
194 understand. They created a survey and used every city plus or minus our population by
195 15,000 they picked the three most expensive benefits that an employer can provide. He
196 did not expect that we would be this close to average.

197 Mr. Perrins said the retirement average is high and you can't argue that, but the other
198 expenses are low and all combined that makes us average. Even though one component
199 may be high, multiple components put together average it out.

200

201 Councilman Wadsworth asked about the private sector companies.

202

203 Mr. Perrins explained that 20% of the private have a pension and they are difficult to get
204 the information from.

205

206 Councilman Wadsworth attested that it is difficult to get information from private sectors.
207 In the private sector IHC has a pension, and the LDS church has one as well.

208

209 Mr. Perrins explained the private sector is tight lipped when it comes to benefits.
210 Sometimes they do not want to release that information because of their competitive
211 edge.

212

213 Councilman Andersen said an individual said to him he did not have a retirement plan
214 and yet when they retire they have millions of dollars worth of stock options so there are
215 many factors.

216

217 Councilman Andersen is interested to hear public comment since this is a public hearing.

218

219 Rick Evans

220 Mr. Evans has been asking for this data for two or three Councils now and he has said all
221 along show him why we pay the higher fee and he agrees, and will quit arguing with
222 them.

223

224 Mr. Perrins stated that the question is how can they factor in the things that cities do not
225 have as an option to do.

226

227 Mr. Oyler explained that there are cities that offer other services.

228

229 Mr. Shorts stated that people work for government for the benefits and if they wanted to
230 make the money they would go to the private sector. He hopes the Council moves
231 forward in a positive way with this.

232

233 Councilman Wadsworth said there are some transitional jobs, and there are incentives to
234 move to the private sector and to move to the public sector.

235

236 Pat Parkinson

237 Ms. Parkinson echoed what Mr. Evans said, she appreciates the information, and feels it
238 has been very helpful for her personally.

239

240 Councilman Wadsworth feels this has been beneficial because of the information they
241 have discovered.

242

243 Chad Argyle

244 Mr. Argyle asked if the purpose of the retirement 401K is so at the end they would have
245 enough to retire on and live.

246

247 Mr. Perrins stated that it depends on the employee but that is the intent.

248

249 Councilman Wadsworth said where he works the benefits have been diminishing and
250 asked Mr. Argyle what they are getting at his work.

251

252 Mr. Argyle said they can do a 6% match and they can put in up to 16% into a 401K.

253

254 Angie Jackson

255 Ms. Jackson is a resident and employee. She has a problem because the bonuses in the
256 private sector are up front and in government or a bank you get a little. They chose to
257 look at the long term and the benefit is what works. She agrees with Mr. Evans and Ms.
258 Parkinson that they wanted data, people are saying again what is this body doing
259 spending more money of the tax payers dollars for the same numbers. She feels if the
260 employees of the City talk they are considered tainted, that their words don't matter and
261 that what they say does not matter. She feels they have been discredited in the eyes of
262 some elected officials and some residents. She asked why things have been said why
263 should we as employees get these benefits, the question is why not. She feels they just
264 need a decision and this just needs to be done. She knows people have put in time, but
265 they feel their word means less. She feels that if the Council can just make their mind up,
266 they are never going to make everybody happy, they just need a decision. She sincerely
267 believes it has been proven, she gets a general feeling from the employees they just want
268 to do their jobs and just want to be fairly compensated. She feels it is apples and oranges
269 as to why they get what they do. We are in a fish bowl, and reminded the City Council
270 they are tax payers too. She feels that a decision needs to be made, people need to see that
271 they are people just like the council.

272

273 Councilman Wadsworth appreciates the fire that she has had, he agrees it is an emotional
274 issue. They want to make the right decision and want to analyze things, he wants to make

275 a decision based on as much information as he can. He thinks that they need to look at
276 this and appreciate what the employees do, he wants it to be just, for the employees and
277 the citizens. He does not feel it is a waste of money looking at these different data
278 sources. They tried to use as much information as they can to make a decision. He noted
279 that not all companies give bonuses, he noted that his bonuses are not that good at all. He
280 said the hard part is the difference between the public and the private sector, the private
281 can generate infinite revenue to cover the costs.

282

283 Ms. Jackson feels that the push has come from the Council to be compared to the private
284 sector.

285

286 Councilman Wadsworth said he struggles with the principle that the citizens shouldn't be
287 forced to bestow benefits that they do not get themselves. Most citizens don't have that
288 extra 401k.

289

290 Ms. Jackson feels tonight the numbers have been shown, she feels they can't look at this
291 as a single thing of retirement and not include the benefits it must be considered as a
292 whole.

293

294 Mr. Jackson stated they are fortunate here at the city, they are progressive. The reality is
295 that as he listens to the debate they need to decide where they want to be and what they
296 want to provide. The numbers have been shown before and overall the city does a great
297 job at global compensation. At the end of the day it is the total compensation in the
298 benefits side. This city has been much more progressive taking more strategic chances.
299 Right now globally your compensation is average/below average in cost, the healthier
300 thing to look at is globally. Private sector comparisons are interesting but they should not
301 be a reason to wait. His company can provide the blind data, but he cautions them to say
302 it is interesting but it should not be the heaviest component. They have to compete with
303 other cities.

304

305 Mayor Thomas agrees how many times do we have to go through this, he feels the city
306 can do a better job communicating. The research gives the data to defend or make
307 changes. Staff might have the fish bowl aspect, but the private sector has to be
308 competitive.

309

310 Mr. Evans added he does not know what data has been presented over and over again. He
311 is aware that the elected officials have made a campaign on this subject. He feels there
312 has been data presented in the last two meetings, he has not seen data as thorough as Mr.
313 Perrins has presented and you couple it with the presentation by the Hay Group, there is a
314 greater public exchange of data then he has seen. He agrees with Ms. Jackson, he would
315 vote to accept it and use the Hay Group information and move on. He has great respect
316 for the public employees and what they have done. To him is is a dead issue.

317

318 Ms. Parkinson said the citizens should not be afraid to ask the questions, she feels way
319 better about the whole thing after the information being presented.

320

321 Doug Ford
322 Mr. Ford a citizen and business owner and has been both for over 30 years. He said in
323 listening to the presentation over the last few months he figures there are some out there
324 that want to reduce the benefits for the employees. He does not think it is fair to take
325 something away from the city employees, he assumes this city is fairly financially sound
326 he thinks they can represent the public sector in this city. They have about 370 employees
327 the Council asked in the last meeting there was not enough public information for this
328 study. He feels that the city benefits package would be lower than the private sector. In
329 his opinion he thinks other businesses in this city would share data the average would
330 have actually come down. The other thing that bothered him in the last meeting they
331 talked about healthy turnover. He believes that if a decision is made to take anything
332 away from these employees there will be more than healthy turnover. He feels the
333 longevity of employees staying with his company for long time is valuable. He considers
334 the length of employees an asset to his company he feels he gains the experience in the
335 process, how do you put a dollar figure on something like that. He is not in agreement
336 with some of the numbers thrown out. His point is if the decision is to reduce the
337 compensation package the turnover number will be high. He added it was brought up that
338 the city staff is wearing more than one hat. As the city grows what is the intention of
339 staffing this so they will be able to do their jobs. He gets the impression that the moral of
340 the city employees is low, when you start playing with peoples livelihood that has a affect
341 on things. He is one of the larger tax payers in the community, he feels he pays a lot of
342 taxes and what is important to him is to have a highly motivated city employee so that
343 when the power goes out at his company and he is losing thousands of dollars an hour
344 they hurry to fix it. In closing he thinks that this city has a lot going for it and he thinks
345 one of the best things it has going for it is the city employees, and these are people and
346 over a lot of years they have taken care of us and he thinks it is time they should take care
347 of them.

348
349 Standing applause was given from the audience

350
351 Councilman Wadsworth asked what Mr. Ford pays his employees for retirement.

352
353 Mr. Ford said it is an amount of money given for benefits no matter what it is for,
354 insurance, retirement or something else. They have found that more short term benefits
355 verses long term have been an advantage.

356
357 Councilman Andersen said it is still the same dollar amount no matter how it is divided.

358
359 Councilman Wadsworth asked if the employees wearing more hats work more hours.

360
361 Mr. Perrins said it depends on the job and time of year, some do work more hours and are
362 unable to get done what they are supposed to. He stated that it becomes a cost issue, and
363 they try to keep it in check because of the cost.

364
365 Councilman Andersen made a **motion** to close the public hearing and have a short break
366 at 8:15 p.m. Councilman Leifson **seconded** and the motion **passed** all in favor.

367

368 Mayor Thomas called meeting back to order at 8:30 p.m.

369

370 Councilman Barber asked if the majority of employees are currently paid below or above
371 the midpoint of the ranges.

372

373 Mr. Perrins said we are about average on the midpoint, and the majority of our employees
374 have some time under their belt as well.

375

376 Councilman Wadsworth observed that when he brought this issue up about the retirement
377 three years ago it seemed that it was a valid issue and that they were ahead of the market
378 from the data he researched and what he has seen. It appears he cannot continue to make
379 that argument and feels the market has caught up to it. He has not agreed with the issues
380 and felt that the money could have been used to help with the bonding. He feels he cannot
381 make that argument and the market has caught up. He is willing to stand by the data, he
382 would like to see the private data to maintain checks and balances. He recommended they
383 should expand some of the committees and the personnel committee be expanded, he
384 understands there are some issues they cannot be privied to or involved with but he feels
385 it would be a good way to involve them. Salt Lake City has created a committee, and it is
386 his recommendation that they create a committee.

387

388 Councilman Andersen commented he thinks a person has to decide whether an employee
389 is an asset or a liability and how you look at employees is how you treat them. He feels
390 employees are an asset especially ones working at Spanish Fork City at this time. He
391 feels they are concerned about their jobs, they do not want the pay, they want to serve the
392 community and do a good job. He likes the exercise they have been through he feels it
393 has forced them to come to some conclusions, it has forced them to look at things in a
394 different way, they have looked at the job descriptions, they have ranked them and then
395 based on their ranking they can provide a pay scale. He feels the performance based idea
396 is sound, that they will move up based on performance. Generally speaking the
397 information provided by Mr. Perrins and the Hay Group has solidified what he has
398 thought, he hopes this body can embrace it and move forward with it. He is comfortable
399 using the information Mr. Perrins provided and putting it into the Hay Group format.

400

401 Mayor Thomas is concerned that in the definitions they have used the term median or
402 market and he feels it is confusing.

403

404 Mr. Perrins stated that the market is where the Council defines it, it is important for
405 people to not think that the city is paying 15% above the average.

406

407 The Mayor hopes we gather some additional data just to show the public that they have
408 done their homework on this subject. He is impressed with the data and feels there still
409 needs some adjustment with the retirement because the national trend has gone down. He
410 feels this information is important and the money for the studies has been worth it.

411

412 Councilman Leifson commented that being here the first year and going through all this
413 has been a learning experience. Staff went through this information with him, he has
414 always thought we have great employees and he agrees with Councilman Andersen that
415 we treat the employees as assets and they should be paid an honest wage for an honest
416 days work. He appreciates the employees being patient going through this, he hopes that
417 by providing all this data that we are open and they can see what is going on and when
418 the bottom line hits they are right where they are supposed to be. He is proud of how this
419 city is being run, we offer great amenities for the citizens and his hat is off to all the
420 employees that make this city run well and he appreciates them.

421
422 Councilman Sorensen, feels Spanish Fork has some of the best employees you will find
423 anywhere, Spanish Fork is a home to him and it will be more of a home than he had
424 before because of the employees, he feels for some of the things that the employees have
425 had to go through, as far as he is concerned some of the employees are underpaid and
426 deserving of a lot because of the years they have put in and feels a lot of the successes we
427 enjoy is tied to the longevity of employees we have here. He works for the school district
428 and they have employees leave and it's hard to replace them and especially the longer
429 they are there.

430
431 Councilman Barber feels the combined information received from the sheet and the study
432 does a couple of things, the performance base is a benefit to the employees because they
433 work hard, and the citizens will see a benefit overall to have better service provided. He
434 feels this has been three years the employees have had a cloud over them and it has been
435 hard and he feels after tonight that now we have a plan that is completely defendable at
436 this point and he does not foresee it to be an election issue that the employees have to live
437 with. After spending hours and hours with staff he is convinced that staff will implement
438 this to the best of their ability and there is still one element to this that will have to be
439 addressed and that is the affordability issue to implement this.

440
441 Mr. Baker stated that as far as the legal document, the Hay Group has a statement that the
442 classification grades will be linked to. He also stated that an ordinance be adopted instead
443 of a resolution.

444
445 Councilman Barber made a **motion** to approve ordinance #12_06 amending the personnel
446 policy to adopt an administrative schedule by policy adding section three (3) of the initial
447 benefit analysis as attached hereto. Councilman Sorensen **seconded** and the motion
448 **passed** by a roll call vote all in favor.

449
450 **ADJOURN TO RDA MEETING**

451
452 Councilman Leifson made a **motion** to adjourn to RDA meeting 9:10 p.m. Councilman
453 Sorensen **seconded** and the motion **passed** all in favor.

454
455 Councilman Sorensen **moved** to adjourn to executive session to discuss land use issues at
456 9:26 p.m. Councilman Andersen **seconded** and the motion **passed** all in favor.

457

458 **ADJOURN**

459

460 Councilman Leifson made a **motion** to adjourn at 10:27 p.m. Councilman Barber
461 **seconded** and the motion **passed** all in favor.

462

463 ADOPTED:

464

465

Kimberly Robinson, Deputy Recorder

DRAFT



State of Utah

JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

JOHN R. NJORD, P.E.
Executive Director

CARLOS M. BRACERAS, P.E.
Deputy Director

November 30, 2006

SPANISH FORK CITY

40 So. Main
PO Box 358
Spanish Fork, UT 84660

ATTENTION: Mayor, Joe L Thomas

SUBJECT: Agreement for Sidewalk construction on 400 North
Between 900 East and SR-51 in Spanish Fork

Gentlemen:

Attached are four copies of our proposed agreement between the Utah Department of Transportation and Spanish Fork City.

Please review this agreement. If you find it satisfactory for the purposes intended, please have the proper officials execute the **three stamped copies** and return them to me (**UDOT, 658 North 1500 West, Orem, Utah 84057**) for further handling. Do not fill the date in on the first paragraph of the agreement, as it will be stamped by our Comptroller's Office. If you find the agreement unsatisfactory, edit one of the agreement copies or list your comments and return them to our office for our review and modification. A copy of the fully executed agreement will be furnished when available.

Yours truly,

Marco Palacios
Utilities Engineer, Region 3

cc:
Scott Andrus, District Engineer, Region 3
File

M06-206.doc

SP-0147(1)16; Utah County
Authority No. 98236; PIN No. 4599
Sidewalk construction on 400 North
between 900 East and SR-51, Spanish Fork
SPANISH FORK CITY
Federal ID No. 876000284

AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____ 2006, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**” and **SPANISH FORK CITY**, a Municipal Corporation of the State of Utah, hereinafter referred to as the “**CITY**.”

WITNESSETH:

WHEREAS, **UDOT** is engaged in the construction of that project identified as SP-0147(1)16, SR-147 at Jct. SR-51 in Spanish Fork, Spanish Fork, Utah County, Utah; and

WHEREAS, the **CITY** is placing and repairing sidewalk on 400 North between 900 East and SR-51, on the north side of 400 North; and

WHEREAS, **UDOT** and the **CITY** have determined that it would be most efficient and cost-effective to make the construction said sidewalk a part of the overall Project; and

WHEREAS, the parties desire to set forth their respective rights and obligations in this Agreement.

THIS AGREEMENT is made to set out the terms and conditions where under said work shall be performed.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. Concurrent with the construction of the Project, **CITY** shall require its contractor to construct the sidewalk as part of the overall project.

SP-0147(1)16; Utah County
Authority No. 98236; PIN No. 4599
Sidewalk construction on 400 North
between 900 East and SR-51, Spanish Fork
SPANISH FORK CITY
Federal ID No. 876000284

2. The **CITY** shall be reimbursed by **UDOT** for their actual costs incurred for performing the work covered herein up to but not exceeding a quote of the cost for said work furnished by the **CITY** to **UDOT** under the date of November 16, 2006 in the amount of \$8,823.83.

TOTAL COST TO UDOT NOT TO EXCEED \$8,823.83

3. The **CITY** shall submit itemized bills not to exceed the above amount together with supporting sheets and/or one final and complete billing following completion of the work by the **CITY** to **UDOT's** Region 3 office, 658 No. 1500 West, Orem, Utah 84057, Attention: District Engineer, Scott Andrus. The District Engineer will review said billings and give verification of the work performed. **UDOT** will reimburse the **CITY** within sixty (60) days after receipt of said billings.

SP-0147(1)16; Utah County
Authority No. 98236; PIN No. 4599
Sidewalk construction on 400 North
between 900 East and SR-51, Spanish Fork
SPANISH FORK CITY
Federal ID No. 876000284

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

SPANISH FORK CITY, a Registered
Municipal Corporation in the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Region Utilities Coordinator

By: _____
Region Director

Date: _____

Date: _____

APPROVED AS TO FORM:

COMPTROLLER OFFICE

This Form Agreement has been previously approved as to form by the office of Legal Counsel for the Utah Department of Transportation.

By: _____
Contract Administrator

Date: _____

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
.sup

SUPPLEMENTAL EASEMENT AGREEMENT

UT 08376

This Supplemental Easement Agreement ("Agreement") is entered into between **SPANISH FORK CITY** ("Grantor"), and **QUESTAR GAS COMPANY**, a Utah corporation ("Grantee").

RECITALS

A. Grantee acquired a Right-of-Way and Easement ("Easement") under that certain Right-of-Way and Easement Grant ("Grant") dated September 27, 1966 and recorded as Entry #11889, in Book 1062, at Page(s) 299-300, in the Utah County Recorder's Office. The Grant is attached hereto as Exhibit "A".

Land of the Grantor located in Section 25, Township 8 South, Range 2 East, Salt Lake Base and Meridian;

B. Grantor desires to construct certain improvements within the Easement that conflict with or have the potential to conflict with Grantee's rights under the Grant.

C. Grantee has agreed to allow Grantor to construct improvements subject to and in accordance with the terms of this Agreement.

D. This Agreement shall serve as a supplemental modification to the Grant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantor acknowledges that Grantee maintains a 6" natural gas pipeline within the Easement area. Prior to any construction of the Improvement, Grantor shall have the Easement area "blue-staked" and shall take all necessary preventative measures to ensure that the Improvement does not cause damage to Grantee's facilities.

2. Grantor acknowledges that Grantee intends to construct light poles with footing bases within the boundaries of Grantor(s) easement. Grantee agrees that the footing base of such light poles shall have a clearance of no less than 6.0 feet from the outside diameter of Grantor(s) pipeline.

3. Grantor acknowledges and agrees that in the event Grantee has the need to relocate, reconstruct, or modify its facilities, that Grantee will provide Grantor with 5 (five) business days notice to remove the Improvement, at Grantor's sole cost and expense. In an emergency, Grantee shall have the right to remove Grantor's Improvement without notice and without any liability for damages. As further consideration for granting this Agreement, Grantor also agrees to pay any and all of Grantee's expenses arising from or caused by the removal of Grantor's Improvements. Such payment shall be made to Grantee no later than sixty (60) days after receipt of invoice. Any subsequent replacement or reconstruction of the Improvement shall be at Grantor's sole cost and expense.

4. Grantor shall defend, indemnify, and hold Grantee harmless from and against any and all liability, damages, loss, costs, and expenses, including without limitation attorney's fees, on account of injury or damage to persons, including without limitation employees or agents of Grantor and its subcontractors of any tier, or property caused directly or indirectly by Grantor's use or occupancy of the Easement.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor(s) and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this Agreement on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this _____ day of _____, 20__.

QUESTAR GAS COMPANY

SPANISH FORK CITY

By- _____
Mark A. Johnson, Attorney-in-Fact

By- _____

Its- _____

MEMO

TO: Mayor and City Council
FROM: S. Junior Baker
RE: Consent Item, Amended Exhibits to Wind Energy Ground Lease
DATE: 28 November 2006

The City entered into a lease agreement with Wasatch Wind on March 28, 2006 which allows Wasatch Wind to erect several wind turbines on City owned property near Malcolm Springs. The original exhibits described property consisting of 6.93 acres. They have had to move the location of some of the turbines and now need 11.54 acres. I am told that Richard Heap has seen the new descriptions and approved the same. I will confirm that with Richard before council meeting.

All of the terms of the lease will remain the same, with the exception of the amount of acreage. Subject to Richard's confirmation, I don't see any reason not to approve this.

Exhibit A



1 Inch equals 300 Feet

Legend

Roads

— Other Roads

— Not Paved

— Paved

— Railroad

□ County Parcels

— Rivers

▤ Spanish Fork Boundary

▨ Lease SFC To Wasatch Wind

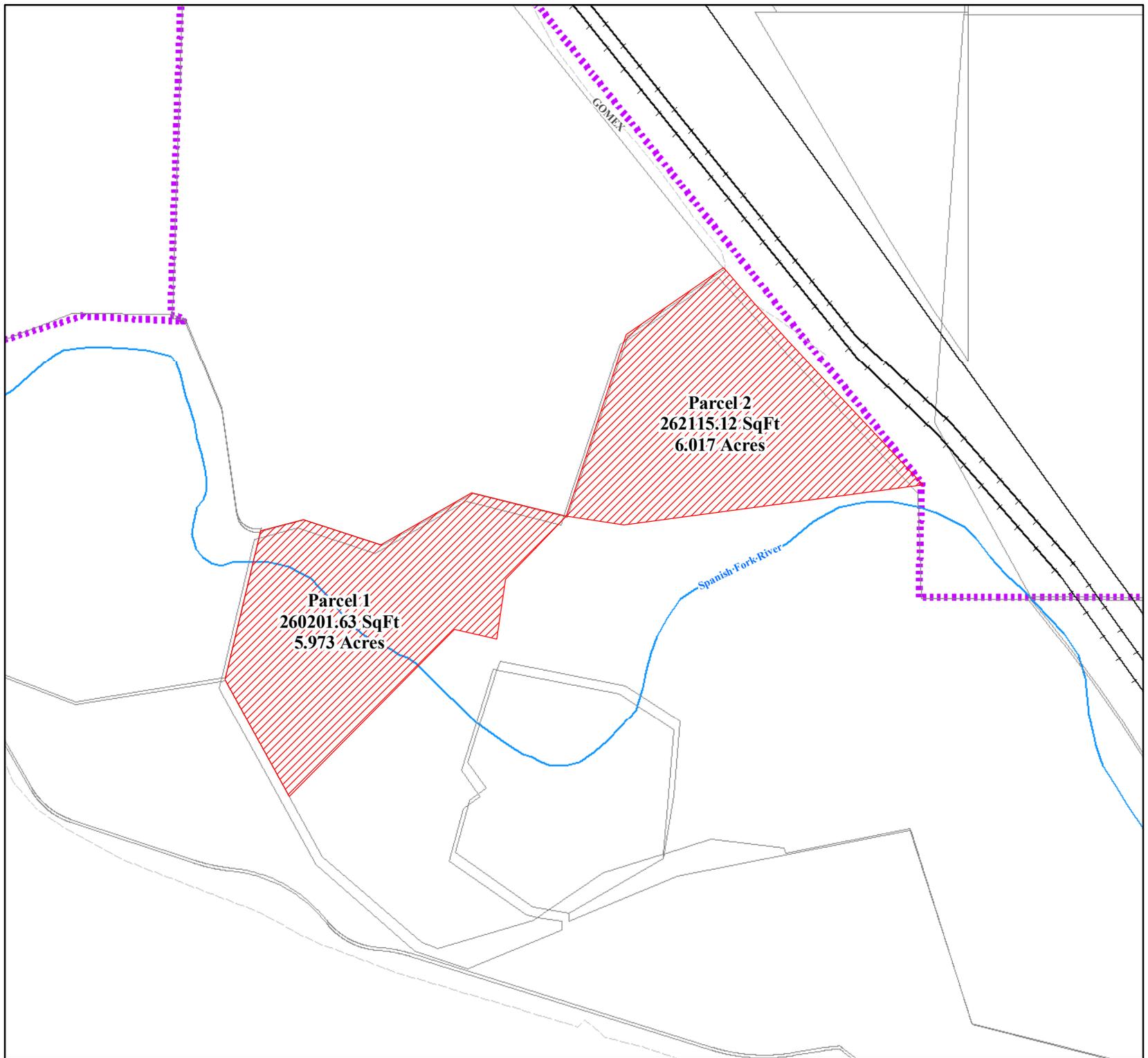
11/29/2006



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.



Exchange Agreement

Agreement made this _____ day of December, 2006, by and between **SPANISH FORK CITY**, a Utah municipal corporation (the "City"); and **OAKRIDGE COVE INVESTMENT L.L.C.**, a Utah limited liability company ("Oakridge"); in contemplation of the following facts and circumstances:

A. The City is the fee title owner of certain parcels of real property, the legal descriptions of which are more fully set forth and designated collectively as the "City Property" on Exhibit "A-1", attached hereto.

B. Oakridge is the fee title owner of a certain parcel of real property, the legal description of which is more fully set forth and designated as the "Oakridge Property" on Exhibit "A-2", attached hereto.

C. The City is desirous of acquiring the Oakridge Property as a safety buffer zone for its public shooting range.

D. Oakridge is desirous of acquiring the City Property to provide a secondary access to other real property owned by Oakridge that is contiguous to the City Property.

E. The City is desirous to convey to Oakridge the City Property in exchange for Oakridge's agreement to convey to the City the Oakridge Property.

F. Oakridge is desirous to convey to the City the Oakridge Property in exchange for the City's agreement to convey to Oakridge the City Property.

NOW, THEREFORE, in furtherance of the objectives of the parties, and in consideration of the terms of this Agreement and the mutual covenants and promises of the parties, the parties agree to exchange the hereinafter described real properties to one another subject to the terms, covenants and conditions hereinafter set forth.

1. EXCHANGE VALUE. The parties agree that the City Property and the Oakridge Property will be exchanged with no additional compensation being required from either party. All closing costs will be shared equally between the parties.

2. CONDITION OF TITLE.

a. Title of the City Property. The current condition of title of the City Property is more fully set forth in the Commitment for Title Insurance #_____, dated effective _____, 2006, and issued by First American Title Company, a copy of which is attached hereto as Exhibit "B-1". Exception #'s _____ are hereinafter collectively referred to as the "City Property Permitted Exceptions". At Closing, the City shall convey to Oakridge fee simple title to the City Property subject only to the respective City Property Permitted Title Exceptions.

b. Title of the Oakridge Property. The current condition of title of the Oakridge Property is more fully set forth in the Commitment for Title Insurance #_____, dated effective _____, 2006, and issued by First American Title Company, a copy of which is attached hereto as Exhibit "B-1". Exception #'s _____ are hereinafter collectively referred to as the "Oakridge Property Permitted Exceptions". At Closing, Oakridge shall convey to the City fee simple title to the Oakridge Property subject only to the respective Oakridge Property Permitted Title Exceptions.

3. EXCHANGE OF PROPERTY; CONVEYANCE OF TITLE. At Closing each party shall execute and deliver to the other party Special Warranty Deeds in substantially the same form and substance as attached hereto as Exhibits "C-1" and "C-2". Each conveyance shall be made in exchange for the conveyance made by the other party.

4. TITLE INSURANCE POLICY. Each party shall deliver to the other party simultaneously with the delivery of the Special Warranty Deeds as herein provided, Standard Owner's Policies of the Title Insurance from First American Title Company, Bountiful, Utah, insuring each other in the amount of \$50,000.00 for each parcel, subject only to the Permitted Exceptions set forth in Exhibits "C-1" and "C-2". Each party shall pay the cost of the Title Insurance for that parcel which the party is conveying to the other party.

5. PROPERTY TAXES. The parties shall be responsible for payment of all real and personal property taxes which may be assessed prior to the date of closing with respect to that parcel of real property the party is conveying. The parties shall be responsible for payment of all real and personal property taxes which may be assessed on and after the date of closing with respect to the respective parcel of real property that is being conveyed to said party.

6. WARRANTIES. . In addition to the title warranties set forth above, the City and Oakridge make the following representations, warranties and covenants as of the date of Closing with respect to the parcels each party is conveying:

a. Authority of Parties. Each party owns or will own good and marketable fee simple absolute title to their respective parcel of property, subject to all matters of record, and is fully authorized to convey the respective parcel pursuant to this Agreement.

b. No Proceedings. As of the date of this Agreement, there are no pending and, to the best of each parties' knowledge, threatened condemnations or similar proceedings or assessments affecting their respective parcel, lawsuits by adjoining landowners or others, nor to the best knowledge and belief the parties, is any condemnation or assessment contemplated by any governmental authority.

c. No Leases. At the time of Closing, neither parcel will in whole or in part be subject to any leases, or other possessory rights and interests.

d. No Contracts. The parties have not and will not enter into any written contracts, agreements, or listings, or be a party to any oral understandings or agreements affecting the respective parcel between the date of this Agreement and the date of Closing.

e. Compliance With Laws. To the best knowledge of the parties, each has complied with all applicable laws, ordinances, regulations, statutes and rules relating to the respective parcel or any part thereof.

f. Environmental Warranties.

i. To the best of each party's knowledge during the period that each party has owned the respective parcel, there has been no storage, production, transportation, disposal, treatment or release of any solid waste, hazardous waste, toxic substances, or any other pollutants or contaminants (hereinafter collectively referred to as "Pollutants") on or in the respective parcel. To the best of each party's knowledge and during that party's ownership of the respective parcel, each party has complied with all applicable local, state or federal environmental laws and regulations, underground storage tanks, covered surface impoundments or other sources of Pollutants on the Property. The terms "Solid Waste," "Hazardous Waste," "Toxic Substance" and "Pollutants" as used in this Agreement shall have the same meaning and definition as set forth in the Solid Waste Disposal Act as amended by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. §§66901, et seq.), the Comprehensive Environmental Response Compensation and Liability Act of 1990 (42 U.S.C. §§9601 et seq.) and other applicable federal, state or local laws.

ii. To the best of each party's knowledge, prior to that party's acquisition of the respective parcel there was no storage, production, transportation, disposal, treatment or release of any Pollutants on or in the respective parcel.

iii. To the best of each party's knowledge, there have been no Pollutants on or in neighboring properties which, through soil or groundwater migration, could have moved to the respective parcel.

iv. Neither party has notice nor any actual knowledge of any wetlands or wetlands designation or any earth settlement, movement, instability or damage affecting the respective parcel, and has no notice of any violation of any laws, ordinances or regulations affecting the respective parcel.

7. POSSESSION.

The parties shall be entitled to take possession of the respective parcels of property upon closing.

8. CLOSING DATE.

The parties agree that the date of closing shall be on December 31, 2006, or as soon as reasonably possible thereafter.

9. ENTIRE AGREEMENT.

The parties hereby state and agree that this document contains the entire agreement and understanding between the parties and supersedes any and all oral representations or agreements, if any, made by either party prior to the date hereof and is binding upon the heirs, executors, administrators, assigns and successors of the respective parties and that this Agreement fully satisfies all obligations contained in the prior Agreements of the parties.

10. ATTORNEYS' FEES.

In the event of default by either party, the non-defaulting party shall be entitled to recover all attorneys' fees and court costs expended in connection with such default.

IN WITNESS WHEREOF, the parties have executed this Exchange Agreement the day and year first above written.

The City:
SPANISH FORK CITY,
a Utah municipal corporation

By: Its Mayor

Print Name

Oakridge:
OAKRIDGE COVE INVESTMENT L.L.C.,
a Utah limited liability company

By: Its Manager
Excel Investment Corporation,
a Utah corporation

By: _____
Steven E. Smoot, its President

Exhibits to This Agreement:

- A-1 - Legal Description of the City Property
- A-2 - Legal Description of the Oakridge Property
- B-1 - Title Commitment for the City Property
- B-2 - Title Commitment for the Oakridge Property
- C-1 - Form of Special Warranty Deed for Conveyance of the City Property
- C-2 - Form of Special Warranty Deed for Conveyance of the Oakridge Property

Exhibit A-1

Legal Description of the City Property

Exhibit A-2

Legal Description of the Oakridge Property

Exhibit B-1

Title Commitment for the City Property

Exhibit B-2

Title Commitment for the Oakridge Property

Exhibit C-1

Form of Special Warranty Deed for Conveyance of the City Property

Exhibit C-2

Form of Special Warranty Deed for Conveyance of the Oakridge Property

RESOLUTION NO. 06_19

ROLL CALL

VOTING	YES	NO
MAYOR JOE L THOMAS <i>(votes only in case of tie)</i>		
G. WAYNE ANDERSEN <i>Councilmember</i>		
MATTHEW D. BARBER <i>Councilmember</i>		
STEVE LEIFSON <i>Councilmember</i>		
SETH V. SORENSEN <i>Councilmember</i>		
CHRIS C. WADSWORTH <i>Councilmember</i>		

I MOVE this resolution be adopted: _____

I SECOND the foregoing motion: _____

RESOLUTION No. 06_19

**SPANISH FORK CITY RESOLUTION SUPPORTING AND
ENCOURAGING A REGIONAL WASTEWATER TREATMENT PLANT**

WHEREAS, South Utah Valley Municipal Water Association (SUVMWA) is an interlocal entity organized by the ten cities in the southern part of Utah County to coordinate water issues, including waste water issues; and

WHEREAS, Spanish Fork City is a member of SUVMWA; and

WHEREAS, SUVMWA cities all have seen rapid growth in recent years; and

WHEREAS, the rapid growth has caused the SUVMWA cities to push the capacity limits of their waste water treatment plants; and

WHEREAS, growth projections predict that the growth will increase, not decrease; and

WHEREAS, it is more economical and environmentally friendly if the SUVMWA cities combine their forces and expertise to provide waste water facilities for their residents; and

WHEREAS, SUVMWA has commissioned a study to look at the feasibility of a regional waste water treatment facility serving the SUVMWA cities; and

WHEREAS, initial studies indicate that a regional facility is not only feasible but the preferred method of waste water treatment under most of the available scenarios; and

WHEREAS, the South Utah County Mayors support a regional waste water facility;

NOW, THEREFORE, BE IT RESOLVED BY THE SPANISH FORK CITY COUNCIL as follows:

1. Spanish Fork City encourages SUVMWA to pursue a regional waste water treatment facility based upon the feasibility study conducted by SUVMWA.
2. Spanish Fork City supports and encourages SUVMWA to find a suitable location to place such a regional waste water treatment facility and to commence the design work for such a facility, and to commence construction of such a facility as soon as possible.
3. Spanish Fork City encourages each of the SUVMWA cities to join together to provide the financing to purchase the property for a regional waste water facility, to design the same, and plan for construction as soon as possible.

DATED this ____ of December 2006.

JOE L THOMAS, Mayor