



CITY COUNCIL MEETING

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 February 20, 2007.**

AGENDA ITEMS:

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

- a. Pledge
- b. Miss Spanish Fork

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. PUBLIC HEARINGS: 6:00 p.m.

- a. Proposed Amendments to Title 15, Changes of the Setback Requirements for Accessory Buildings

5. ADJOURN TO RDA MEETING

6. 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 – June 20, 2006, September 5, 2006
- b. Real Estate Purchase Agreement – Dave Lewis
- c. Real Estate Sales Agreement – Dave Lewis

7. NEW BUSINESS:

- a. Ordinance Adopting the Spanish Fork North Park Community Development Project Area Plan, as Approved by the Spanish Fork City Redevelopment Agency, as the Official Community Development Project Area, and Directing That the Required Notice of the Adoption Be Given as Set Forth in the Utah Community Development and Renewal Agencies Act.
- b. Interlocal Agreement with Nebo School District Concerning Shared Facilities
- c. Contract with American Leadership Academy (ALA) Concerning Shared Facilities
- d. Campaign Finance Disclosure Ordinance
- e. Ordinance Defining Boards, Commissions, and Committees – Junior Baker
- f. Parks & Recreation Master Plan Proposal – Dale Robinson
- g. Seniors Parking Lot – Dale Robinson
- h. Automated Meter Management System – Richard Heap

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.

8. OTHER BUSINESS:

- a. Executive Session If Needed – To be Announced in the Motion

ADJOURN:

SPANISH FORK

MEMORANDUM

TO: Spanish Fork City Council
FROM: Dave Anderson, Planning Director
DATE: February 14, 2007
RE: Proposed Changes to Title 15

Accessory Buildings

At present, all accessory buildings are required to be set back from property lines no less than 3 feet. Staff is somewhat concerned about some of the impacts of this requirement and has recommended that the City Council consider changing the standard so as to require no setback from property lines for buildings that are less than 200 square feet, with a wall height of no more than 8 feet and a maximum height of no more than 12 feet.

The specific language being proposed at this time reads as follows (the proposed additional language is in red):

A. Accessory Buildings, Structures, or Satellite Earth Stations:

All detached buildings, structures, or satellite earth stations must be located behind the front wall plane of the principal structure. Accessory buildings, structures, or satellite earth stations must also meet the following additional regulations:

1. Buildings, structures, or satellite earth stations under 200 square feet in area must meet the following requirements:
 - a. must be located behind the front wall plane of the principal structure
 - b. be a minimum of three (3) feet from property lines, structures with a wall height of 8 feet or less and a maximum height of 12 feet may be located on property lines so long as the structure does not drain onto neighboring properties
 - c. be a minimum of six (6) feet from the principal building
 - d. meet fire and building code requirements.
2. Buildings, structures, or satellite earth stations over 200 square feet in area must have a minimum of five (5) feet to a side or rear property line with a 12 inch eave.
3. The maximum height for detached buildings, structures, or satellite earth stations shall be fifteen (15) feet to the peak of the roof measured

from the finish grade (measured 5-feet from the proposed structure).

- a. Properties over ½ acre in size can increase the maximum height to twenty-four (24) feet by having the rear and side setbacks the same as the building height.
4. The minimum front set back for detached garages and other accessory buildings shall conform to the minimum front set back for main buildings and shall be set a least six feet from the main structure. Accessory building located on a corner lot shall meet the same front and corner set backs as a main structure.
5. Accessory buildings shall not be located within six (6) feet of any dwelling ~~or building~~ located upon an adjoining lot.
6. Accessory buildings located between the front and back plane of the home that are over 200 square feet in size must be architecturally compatible with the main building.

Development Review Committee

The Development Review Committee Reviewed this request in their January 10, 2007 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

Title 15

Mr. Anderson explained the Planning Commission has concerns with safety and feels that Dee Rosenbaum needs to give his input before they make a decision.

Discussion was had regarding the three (3) foot setback and portable or free standing structures.

Mr. Baker made a **motion** to approve the revisions to Title 15 - 15.3.24.090 with the note that the revisions were reviewed with the Public Safety Department and Fire Department. Mr. Foster **seconded** and the motion **passed** all in favor.

Mr. Baker made a **motion** to change the verbiage in Title 15 15.3.24.090, Section A, number five (5) to remove the words 'or building'. Mr. Rosenbaum **seconded** and the motion **passed**. Marvin Banks voted nay.

Planning Commission

The Planning Commission reviewed this proposal in their February 7, 2007 meeting and recommended that it be approved. It is anticipated that draft minutes from that meeting will be available in your meeting.



REDEVELOPMENT AGENCY MEETING

PUBLIC NOTICE is hereby given that the Redevelopment Agency of Spanish Fork, Utah, will hold a public meeting in the City Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on February 20, 2007**

AGENDA ITEMS:

1. CALL TO ORDER & ROLL CALL

2. PUBLIC HEARING:

- a. Public comment on the Draft Community Development Project Area Plan for the Spanish Fork North Park Community Development Project Area and whether it should be revised, approved, or rejected

3. CONSENT ITEMS:

- a. Minutes of May 17, 2006, June 6, 2006, November 7, 2006

4. NEW BUSINESS:

- a. Agency Resolution, Passing Upon and Overruling Objections to the Draft Community Development Project Area Plan for the Spanish Fork North Park Community Development Project Area Except Insofar as Such Objections Are the Basis for Modifications of the Plan.
- b. Agency Resolution, Approving and Adopting the Draft Community Development Project Area Plan for the Spanish Fork North Park Community Development Project Areas as the Official Community Development Project Area Plan for the Spanish Fork North Park Community Development Project Area.

5. OTHER BUSINESS

ADJOURN:

Notice is hereby given that:

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- 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.

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**Tentative Minutes
Spanish Fork City Redevelopment Agency Meeting
May 17, 2006**

Elected Officials Present: Mayor Joe L Thomas, and Councilmember's Matthew D. Barber, G. Wayne Anderson, Steven M. Leifson, Chris C. Wadsworth, Councilmember Seth V. Sorensen was excused.

Staff Members Present: Dave Oyler, City Manager; Dave Anderson, City Planner; Richard Heap, Public Works Director; Junior Baker, City Attorney; Dee Rosenbaum, Public Safety Director; Carl Johnston, Lieutenant; Seth Perrins, Assistant City Manager; Jillane Franjesevic, Accountant; Kent Clark, Recorder; Marlo Smith, Engineering Secretary; Kimberly Robinson, Deputy Recorder;

Citizens Present: Lana Creer, Penny Murotake, Louise Abbott, Leon Abbott, Walt Stewart, Ruth Stewart, Richard Banks, James Measom, Shirley Wilson, Carol Wilson, Tad Abbott, Jamie Hathaway, Thad Jensen, Jerry Dunn, Steve Wilson, Carolyn Burningham, Leah Gornell, Troy Eichler, Michael Davis, Kim Pierce, Janet Pierce, Chrissy Ames, Kelli Wignall, Brent Wignall, Kimberly Dewey, Gary Stone, Phillip Whitehead

REDEVELOPMENT AGENCY MEETING

Councilman Barber made a **motion** to open the RDA meeting at 7:30 p.m. Councilman Wadsworth **seconded** and the motion **passed** by a roll call vote all in favor.

Mr. Baker explained the new RDA requires passage of a resolution identifying what these are. These are the best projections for now, it can be modified later.

Councilman Anderson made a **motion** to accept Resolution 06-09 a resolution determining that certain infrastructure and improvements to be publicly owned and located outside the North Airport Economic Development project area, are of benefit to the project area. And Resolution 06-10 a resolution determining that certain infrastructure, and improvements to be publicly owned and located outside the Front Mountain Economic Development project area, are of benefit to the project area. Councilman Leifson **seconded** and the motion **passed** by a roll call vote all in favor.

CONSENT ITEMS:

Councilman Barber made a **motion** to accept the consent items. Councilman Anderson **seconded** and the motion **passed** by a roll call vote all in favor.

Mr. Baker explained the letter to Rocky Mountain for the North Airport EDA. They have a small project they would like to start as soon as possible and have asked for a commitment letter from the city allowing them to put infrastructure in. They will put the

infrastructure in and we will reimburse them for it. This is a benefit if they front the money the city will pay them back.

Councilman Anderson said he has no problem with it.

Mr. Baker said they had asked for a commitment letter so they can move forward. They will front the expenses and the city will pay them back.

Councilman Wadsworth made a **motion** to authorize the RDA Chairman to sign the letter. Councilman Leifson **seconded** and the motion **passed** by a roll call vote all in favor.

Councilman Barber made a **motion** to adjourn the RDA meeting back to the City Council meeting at 7:35 p.m. Councilman Leifson **seconded** and the motion **passed** by a roll call vote all in favor.

Tentative Minutes
Spanish Fork City Redevelopment Agency Meeting
June 6, 2006

Elected Officials Present: Joe L Thomas, G. Wayne Andersen, Steven M Leifson, Seth V. Sorensen, Matthew D. Barber, Chris C. Wadsworth was excused.

Staff Members Present: Mark Byers, Animal Control Officer; David Oyler, City Manager; Seth Perrins, Assistant City Manager; Richard Heap, Public Works Director; Junior Baker, City Attorney; Kent Clark, City Recorder, Pam Jackson, Library Director; Kimberly Robinson, Deputy Recorder

Citizens Present: Ginger Fenton, Gary Fenton, Jared West, Richard Evans Kim Pierce, Janet Pierce, Dennis Mitchell, Jackie Mitchell, Royden Hill, David Grotegut, Janis Nielson, Charlene Pugh, Timbre Keliiliki, Rebecca Belo, Raychellene Talbott, Keri Meservey, Jeremy Twitchell, Dana Robinson, Tony Grunado, Mark Dixon, Mackay Asay, Nathan Simpson

REDEVELOPMENT AGENCY MEETING

Councilman Barber made a **motion** to move out of the public hearing and into the Redevelopment Agency Meeting. Councilman Sorensen **seconded** and the motion **passed** all in favor at 8:12 p.m.

Public Hearing

Mr. Barber made a **motion** to open the public hearing for the RDA. Mr. Sorensen **seconded** and the motion **passed** all in favor.

Mr. Oyler explained that the document has been presented and the public can make comment.

Mr. Barber asked for clarification of the redevelopment budget.

Mr. Oyler explained the process of the RDA. He stated a Redevelopment Agency is a separate entity. They are tools to provide economic incentives RDA and EDA. State law has changed and currently there are 3 RDA and 3 EDA. The budget addresses how the funds increment generated from the industries will be funded. He then gave an example of a Spanish Fork City RDA using Fingerhut as the example. The city works with the county and the special services districts to decide. The School District is involved because a majority of the tax dollars belong to them so they will need to help decide. It is very competitive.

Mayor Thomas explained that Vitacost will put a distribution center in Spanish Fork but he reminded that we are competing with other states for this business.

Mr. Oyler said it gets confusing because it can compete with existing business. Spanish Fork has used RDA's in the past for industrial projects but not retail.

Councilman Barber made a **motion** to close the public hearing and adjourn the RDA meeting. Councilman Leifson **seconded** and the motion **passed** all in favor at 8:22 p.m.

ADOPTED:

Kimberly Robinson, Deputy Recorder

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Tentative Minutes
Spanish Fork City Redevelopment Agency Meeting
November 7, 2006

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

Staff Members Present: Dave Oyler, City Manager; Dave Anderson, City Planner; Richard Heap, Public Works Director; Junior Baker, City Attorney; Dee Rosenbaum, Public Safety Director; Seth Perrins, Assistant City Manager; Kent Clark, Recorder; Kimberly Robinson, Deputy Recorder;

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

REDEVELOPMENT AGENCY (RDA) MEETING

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

Mr. Baker stated the Council is now the board of directors, the legislature has changed the law this year to create a CDA. There have been some commercial developers coming to the city that will want to bring in some tax base and help use funds. The park will be there and it could be reshaped or changed but if it is changed it will be made into a park that is a benefit to the community. The value of the improvements needs to remain the same. There have been a lot of rumors in the community and they need to know the park will remain, if it is changed it will be improved. There has been a public meeting scheduled on November 28, 2006, notice will be published and sent to the affected areas. The comments will be important.

Mayor Thomas commented there are rumors regarding this project nothing is final, everything will be moving in a positive direction, if this is done and done right Spanish Fork will have a better park with better amenities, he feels it is in the best interest of all citizens, the park would be enhanced and reshaped, things aren't going away it is going to be an enhancement.

47 Councilman Wadsworth said there has been a lot of rumors, he wants people to know
48 they will be pleased with the potential of the project. Their goal is to engage the public.

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50 Councilman Sorensen said as we go through this process they share the vision that this
51 park can become the showcase to the city, and they do want the citizens input so they can
52 get ideas from those in the area.

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54 Councilman Andersen said Spanish Fork is known for many things they as elected
55 officials feel this park could become a part of this cities identity.

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57 Councilman Barber said these processes take a long time and for those that have asked
58 what is happening, he sincerely wants input from the community.

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60 Councilman Leifson agrees with the rest of the Council and is fully behind this he is
61 excited to see this happen. This is an area that this park is going to be a great asset to the
62 city, pride and progress is something that we are known for and this will be a good
63 preparation for the future.

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65 Chairman Thomas said the rumors flying around have been false and the Council feels
66 this will be a positive thing for the city.

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68 Mr. Baker stated the resolution tonight is the first step to move forward.

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70 Councilman Sorensen made a **motion** to adopt resolution RDA 06-11, a Resolution of the
71 Spanish Fork City Redevelopment Agency Designating the North Park Community
72 Development Project Area, Authorizing the Preparation of a Draft Project Area Plan and
73 Draft Project Area Budget, and Authorizing and Directing all Necessary Action by the
74 Agency, Staff, and Council. Councilman Leifson **seconded** and the motion **passed** by a
75 roll call vote all in favor.

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77 **ADJOURN**

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79 Councilman Sorensen made a **motion** to adjourn to executive session to discuss land use
80 issues at 9:26 p.m. Councilman Andersen **seconded** and the motion **passed** all in favor.

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82 ADOPTED:

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Kimberly Robinson, Deputy Recorder

RESOLUTION NO. 07-01

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: _____

REDEVELOPMENT AGENCY OF SPANISH FORK, UTAH RESOLUTION NO. 07-01

**A RESOLUTION OF THE SPANISH FORK CITY REDEVELOPMENT AGENCY
PASSING UPON AND OVERRULING OBJECTIONS TO THE DRAFT COMMUNITY
DEVELOPMENT PROJECT AREA PLAN FOR THE SPANISH FORK NORTH PARK
COMMUNITY DEVELOPMENT PROJECT AREA EXCEPT INSOFAR AS SUCH
OBJECTIONS ARE THE BASIS FOR MODIFICATIONS OF THE PLAN.**

WHEREAS, the Draft Community Development Project Area Plan (the “Draft Plan:”) having been prepared for the Spanish Fork North Park Community Development Project Area pursuant to UCA §§17C-4-102 and -103, the Spanish Fork City Redevelopment Agency (the “Agency:), on February 20, 2007, held a duly noticed public hearing pursuant to UCA §17C-4-102(1)(d) to allow public comment on the Draft Plan and whether it should be revised, approved, or rejected; and to receive all written and hear all oral objections to the Draft Plan; and

WHEREAS, having received and heard all commentary on and objections to the Draft Plan submitted for its consideration, the Agency has made such modifications, amendments, and/or emendations to the Draft Plan as it deems appropriate, if any, but has not seen fit to

accept all the recommendations and/or objections is has received.

NOW THEREFORE, BE IT RESOLVED BY THE SPANISH FORK CITY REDEVELOPMENT AGENCY AS FOLLOWS:

1. That all comments and suggestions for modification or amendment of the Draft Plan and/or objections thereto, received by the Agency at or prior to the public hearing on the Draft Plan, held February 20, 2007, whether written or oral, are hereby passed upon and overruled, except insofar as such commentary and/or objections are the basis for modifications of the Draft Plan which the Agency has incorporated therein by resolution (or which have already been responded to or incorporated in the Draft Plan).
2. This Resolution shall be effective on the date of its adoption.

Approved and adopted this ____ day of February, 2007.

JOE L THOMAS, Chair, Spanish Fork City
Redevelopment Agency

ATTEST:

DAVID A. OYLER, Executive Director

RDA RESOLUTION NO. 07-02

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: _____

REDEVELOPMENT AGENCY OF
SPANISH FORK, UTAH
RESOLUTION NO. 07-02

**A RESOLUTION OF THE SPANISH FORK CITY REDEVELOPMENT AGENCY
APPROVING AND ADOPTING THE DRAFT COMMUNITY DEVELOPMENT
PROJECT AREA PLAN FOR THE SPANISH FORK NORTH PARK COMMUNITY
DEVELOPMENT PROJECT AREA AS THE OFFICIAL COMMUNITY
DEVELOPMENT PROJECT AREA PLAN FOR THE SPANISH FORK NORTH PARK
COMMUNITY DEVELOPMENT PROJECT AREA.**

WHEREAS, pursuant to the provisions of the Utah Community Development and Renewal Agencies Act (the "Act"), specifically Utah Code Annotated ("UCA") § 17C-4-101, the Spanish Fork City Redevelopment Agency (the "Agency") adopted Resolution NO. 06-11, calling for and authorizing the preparation of the Draft Community Development Project Area Plan for the Spanish Fork North Park Community Development Project Area (the "Draft Plan" and "Project Area," respectively); and

WHEREAS, the Draft Plan having been prepared for the Project Area pursuant to UCA § 17C-4-102 & -103, the Agency held, on February 20, 2007, a duly noticed public hearing

pursuant to UCA § 17C-4-102(1)(d) to allow public comment on the Draft Plan as to whether it should be revised, approved, or rejected; and to receive all written and hear all oral objections to the Draft Plan; and

WHEREAS, having received and heard all commentary on and objections to the Draft Plan submitted for its consideration, the Agency has passed upon such objections as it has received (*see* Agency Resolution No. _____), and has made such modifications, amendments, and/or emendations to the Draft Plan as it deems appropriate, if any.

NOW, THEREFORE, BE IT RESOLVED BY THE SPANISH FORK CITY REDEVELOPMENT AGENCY AS FOLLOWS:

SECTION 1 LEGAL DESCRIPTION.

§ 1.1 As set forth in Section 1 of the Draft Plan, the boundaries of the Project Area are delineated on the Land Use Map attached as Appendix B to the Draft Plan, and are legally described as follows:

BEGINNING AT A POINT WHICH IS LOCATED EAST 954.64 FEET AND NORTH 1336.25 FEET FROM WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE FOLLOWING COURSES AND DISTANCES:

THENCE 1291.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT,
RADIUS 800 FEET, CHORD BEARING S88°45'59"E 1104.86 FEET;

S44°33'24"E	2816.41'
S52°11'23"W	141.18'
N89°59'58"W	329.86'
NORTH	89.50'
N89°59'58"W	99.00'
NORTH	112.00'
N89°59'58"W	103.87'
N88°40'57"W	65.26'
N89°51'20"W	198.87'
N89°59'58"W	61.62'
NORTH	2.50'
N89°59'58"W	199.37'
NORTH	199.50'
N05°20'18"E	53.73'
N00°33'20"E	411.36'
N89°44'41"W	934.08'
N89°20'39"W	299.34'

THENCE 93.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT,
RADIUS 550 FEET, CHORD BEARING N84°27'54"W 93.56 FEET;

N79°35'10"W	130.30'
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N84°52'28"W 55.97'
 N89°36'42"W 265.93'
 N17°35'45"E 57.41'
 THENCE 171.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT,
 RADIUS 575 FEET, CHORD BEARING N09°02'58"E 170.90 FEET;
 N00°30'11"E 505.71'
 N16°15'32"E 9.37'
 N00°14'48"E 376.50'
 N03°53'59"E 88.20'
 S89°12'32"W 202.85'
 TO THE POINT OF BEGINNING
 CONTAINING 59.28 ACRES

SECTION 2 AGENCY PURPOSES AND INTENT WITH RESPECT TO THE PROJECT AREA.

The purpose and intent of the Agency with respect to the Project Area are as follows:

- § 2.1 To satisfy the purposes of the Act, as defined therein, by encouraging, promoting, and providing for retail commercial development within the Project Area, as well as the provision of another improvements that benefit the community;
- § 2.2 To increase the tax base of Spanish Fork City, Utah (the "City") as well as its retail commercial base so as to improve both opportunity and quality of life for all of its citizens:
- § 2.3 To promote, encourage, and bring to fruition within the Project Area the development contemplated by the Draft Plan, which includes the construction of retail and related commercial buildings for reputable tenants and the relocation and improvement of a public park;
- § 2.4 To simulate the economy of the City and the surrounding area;
- § 2.5 To provide for the installation of infrastructure needed for development within the Project Area.
- §2.6 To take any or all additional steps which may be appropriate or necessary to promote or further the aim of improving the Project Area (and, indirectly, of surrounding areas).

SECTION 3 DESIGNATION, ADOPTION, AND INCORPORATION OF THE PLAN.

- § 3.1 The Draft Plan for the Spanish Fork North Park Community Development Project Area, as amended (if amended), is hereby designated the *Official Community Development Project Area Plan for the Spanish Fork North Park Community Development Project Area* (the "Official Plan"), and is incorporated herein by this

reference.

§ 3.2 The Agency hereby officially approves and adopts the Official Plan for the Spanish Fork North Park Community Development Project Area.

SECTION 4 REQUIRED FINDINGS.

§ 4.1 A need exists to effectuate a public purpose, to wit, the exercise of the statutorily enacted community development mechanism for the benefit of the citizens of Spanish Fork City.

§ 4.2 Execution of the Official Plan shall benefit Spanish Fork City's residents, as each project undertaken thereunder shall be subject to the public benefit analysis described in UCA §17C-4-103(11) and which is included in Section 11 of the official Plan.

§ 4.3 The adoption and carrying out of the Official Plan is economically sound and feasible.

§ 4.4 The Official Plan conforms to the Spanish Fork City General Plan.

§ 4.5 Carrying out the Official Plan will promote the public peace, health, safety, and welfare of Spanish Fork City.

SECTION 5 SUBMISSION OF THE OFFICIAL PLAN TO THE SPANISH FORK CITY COUNCIL FOR ADOPTION BY ORDINANCE.

§ 5.1 Pursuant to UCA § 17C-4-105, the Agency Board hereby submits the Official Plan to the Spanish Fork City Council for review and adoption.

SECTION 6 Recording and Transmittal.

§ 6.1 Pursuant to UCA § § 17C-4-106(5), the Agency Staff is hereby directed to make the adopted Official Plan available to the general public at its offices during normal business hours.

§ 6.2 Pursuant to UCA § § 17C-4-107, the Agency Staff is hereby directed and authorized to take the following actions within 30 days after adoption of the Official Plan by the Spanish Fork City Council:

- a/** record with the Utah County Recorder a document containing a description of the land within the Project Area, a statement that the Official Plan for the Project Area has been adopted, and the date of its adoption by the City Council;
- b/** transmit a copy of the description of the land within the Project Area and an accurate map or plat indicating the boundaries of the Project Area to the Automated Geographic Reference Center created under UCA § 63F-1-506;
- c/** transmit a copy of the description of the land within the Project Area, a copy of

the City Council ordinance adopting the Official Plan, and a map or plat indicating the boundaries of the Project Area to each of the following:(I) the Utah County Auditor, Assessor, Recorder, Attorney, and Surveyor; (ii) the officer or officers performing the function of auditor or assessor for each taxing entity, if any, that does not use the county assessment roll or collect its taxes through the county; (iii) the legislative body or governing board of each taxing entity; (iv) the State Tax Commission; and (v) the State Board of Education.

SECTION 7 EXECUTION OF THE PLAN.

§ 7.1 Following adoption of the Official Plan by the Spanish Fork City Council, the Agency shall proceed to carry out the Official Plan.

§ 7.2 The Agency Staff is hereby directed and authorized to take all such actions as necessary to effectuate the purposes and aims of this resolution.

SECTION 8 EFFECTIVE DATE

§ 8.1 This Resolution shall take effect upon its adoption.

APPROVED AN ADOPTED this _____ day of February, 2007.

JOE L THOMAS, Chair, Spanish Fork City
Redevelopment Agency

Attest:

DAVIS A. OYLER, Executive Director

**Tentative Minutes
Spanish Fork City Council Meeting
June 20, 2006**

1 Elected Officials Present: Councilmembers G. Wayne Andersen, Matthew D. Barber, Steven M.
2 Leifson, Seth V. Sorensen and Chris C. Wadsworth.

3 Mayor Joe L Thomas was excused.

4 Staff Members Present: David A. Oyler, City Manager; Richard J. Heap, City Engineer/Public
5 Works Director; S. Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Kent R.
6 Clark, City Recorder/Finance Director; John Bowcutt, Information Systems Director; Dave
7 Anderson, City Planner; Dee Rosenbaum, Public Safety Director; Christine Johnson, Assistant
8 City Attorney; Dale Robinson, Parks and Recreation Director; Pam Jackson, Library Director;
9 Mark Byers, Animal Control; and Marlo Smith, Engineering Secretary.

10
11 Citizens Present: Janis Nielsen, A. Craig Hall, Ginger Fenton, Shayne Ahlin, Joyce Kallas,
12 Jeremy Twitchell, Royden Hill, Dana Robinson, Ernie Thorton, David Olson, Alyn Olson, Bryan
13 Redd, Richard A. Evans, Michael Davis, Lynn Rindlisbacher, and Gordon Raymond.

14 **CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITIONS**

15 **Call to Order**

16 The meeting was called to order at 6:00 p.m. by Mayor Pro Tem Matthew D. Barber.

17 **Pledge**

18 The pledge of allegiance was led by Dana Robinson.

19 **Spanish Fork Fiesta Days Rodeo Royalty**

20 The Fiesta Days Royalty was introduced. The royalty members thanked the council and the
21 Diamond Fork Riding Club for their support.

22 **NEW BUSINESS**

23 **Sexually Oriented Businesses - Ordinance Revisions**

24 Mr. Baker said this is an ordinance dealing with Sexually Oriented Businesses. This is a
25 sensitive topic and is exhaustive in the study and the process that is required to adopt this
26 ordinance. The current ordinance has been in place for several years. The city reviews current
27 ordinances to see that they meet current standards particularly legal standards as established by
28 the legislature and supreme court. Craig Hall has been asked to help review our current
29 ordinance. Mr. Hall has litigated many sexually oriented business issues. He is one of the
30 leading attorney's in the state dealing with Sexually Oriented Businesses. With Craig's

31 assistance we have obtained several studies of adverse effects of sexually oriented businesses.
32 The council has been asked to review and Mr. Baker is familiar that the council has reviewed the
33 studies. In these studies there is overwhelming evidence that crime increases substantially in the
34 vicinity of a sexually oriented business, also property values decline. Based on those studies of
35 adverse effects the City can regulate a sexually oriented business but it cannot prohibit because
36 of the First Amendment.

37 **Craig Hall**

38 Mr. Hall said the regulation of sexually oriented businesses is a difficult and complex area. The
39 supreme court gave local governments the opportunity to totally ban nudity in the commercial
40 speech arena. Facilities and establishments that had previously been licensed for totally nude
41 establishment now can be regulated out of this type of conduct. This is the main change in the
42 ordinance. Presently the ordinance is fairly problematic on whether you could prohibit totally
43 nude establishment. The ordinance you have been reviewing totally bans nude commercial
44 speech and regulates seminude establishments with quite a degree of particularity and very
45 detailed in nature.

46 Mr. Hall feels the ordinance does many important things being:

- 47 1. Bans and prohibits totally nude conduct.
- 48 2. Establishes a distance in time regulations.
- 49 3. Population cap or restriction on how many establishments.
- 50 4. Establishes a geographical area based on the zoning ordinance.
- 51 5. Establishes a rigorous application process with time lines and decision making matrix.
- 52 6. Establishes a detailed process and procedure for suspension, revocation or investigation
53 of an establishment that may be accused of violating the provisions of the ordinance.

54 The studies have been made available in the City Attorney's office for review. He thanked the
55 mayor, council and employees that have reviewed those studies. He has asked Mr. Baker to have
56 the studies remain with the office of the City Recorder in the unlikely event that the City is sued.
57 The studies may be used as evidence.

58 Councilmember Barber asked Mr. Hall if he is satisfied with the ordinance.

59 Mr. Hall said he helped review the ordinance and the changes and he is comfortable with the
60 proposed ordinance.

61 Councilmember Wadsworth asked Mr. Hall to clarify the changes that have been made to the
62 ordinance.

63 Mr. Hall reviewed the changes to the ordinance dealing with definitions, zoning, business license
64 procedures, and establishing how many sexually oriented businesses may be in the City. He
65 discussed disciplinary actions, employee requirements and license fees.

66 Councilmember Barber said a lot of time and effort has been brought into this ordinance to help
67 meet the legal obligations as well as preserving high standards of the community.

68 Mr. Baker said this ordinance regulates the businesses and the other aspect is zoning. We allow
69 sexually oriented businesses in the I-1 zone, north of 1600 North and west of I-15. The Planning
70 Commission reviewed this zoning and recommended minor changes. Because the public hearing
71 notice requirements could not be met to discuss the zoning portion a public hearing meeting will
72 be held on July 18th. Mr. Baker clarified that there are currently no sexually oriented businesses
73 in the city.

74 Councilmember Andersen made a **motion** to **approve** Ordinance 06-06: An Ordinance
75 Amending Title 5, Chapter 28 of the Spanish Fork Municipal Code Concerning Sexually
76 Oriented Businesses. Councilmember Sorsensen **seconded**, and the motion **passed** with a
77 unanimous vote. A roll call vote confirmed the unanimous vote.

78 **PUBLIC COMMENTS**

79 **Brian Redd**

80 Mr. Redd said he lives on Mill Road in Leland. He is wondering the status of the neighborhood
81 committees.

82 Councilmember Andersen said other committees are addressed by ordinance. Because an
83 ordinance or other information is not available for neighborhood committees, it will be discussed
84 as to what criteria is expected.

85 Mr. Redd said during the council election it was said there would be enhanced communication
86 and neighborhood meetings that are not taking place to date. He doesn't feel the communication
87 between the neighborhoods and the council is being addressed properly. He would like to see
88 the city improve this process soon.

89 90 **PUBLIC HEARINGS**

91 **Fieldstone - Zone Change - Public Hearing** 92 **Spanish Fields West Preliminary Plat**

93 Councilmember Sorensen made a **motion** to move into the public hearing portion of City
94 Council meeting. Councilmember Wadsworth **seconded**, and the motion **passed** with a
95 unanimous vote.

96 Mr. Anderson will address both the Fieldstone Zone Change and the Spanish Fields West
97 Preliminary Plat at this time.

98 Mr. Anderson reviewed the zone change request for a parcel located at 300 South 1400 West.
99 The current zoning of the property is I-2 and Rural Residential; the applicant has requested that
100 the zoning be changed to R-1-12. The General Plan designates the property as Residential 1.5-
101 2.5 units per acre/Residential 2.5 to 3.5 units per acre. The Development Review Committee and
102 Planning Commission have reviewed this zone change request and have found the R-1-12 zoning
103 is the most consistent with the City's general plan.

104 Mr. Anderson said the preliminary plat proposed is not unlike the existing Fieldstone
105 development. The proposed development is for a 48.43-acre parcel. The proposed zoning of the
106 property is R-1-12. The proposed development is a master planned development that contains
107 139 lots for a density of 2.69 units per acre. The lot sizes range from 5,000 square feet to more
108 than 12,000 square feet. The vast majority of the lots in the proposed development are
109 approximately 6,000 square feet in size. This development would contain 16 acres of open
110 space. The applicant has not requested a particularly large density bonus. The base density of
111 2.69 units per acre allows for the development of 130 lots and the applicant has requested 139
112 lots. Mr. Anderson reviewed the calculations relative to bonus density that warrant the
113 additional nine lots.

114 Mr. Anderson discussed the 16-acres of open space that would be dedicated to the city. The
115 open space is a heavily forested area that would be left undisturbed by the Parks and Recreation
116 Department at this time with the exception of the trail. However, by leaving the trees in tact it
117 would not stop the city from developing the property in the future for more active recreation.

118 Mr. Anderson said the Planning Commission reviewed this proposal at their last meeting. The
119 minutes were delivered to the City Council by email. The Planning Commission had quite a
120 lengthy discussion pertaining to the zone change and the preliminary plat. In summary the issues
121 focused on were traffic and the limited number of routes for residents to travel through the
122 development. Concerns were raised relevantly to the construction traffic. The applicant has the
123 ability to construct an access to eliminate the construction traffic driving through the existing
124 development. Concerns were also raised due to some of the smaller lot sizes. Since the planning
125 commission meeting the applicant has adjusted lots sizes to meet the 6,000 square foot minimum
126 requirement, which does conform to the city's standard for master planned developments. The
127 Planning Commission and Development Review Committee recommend approval of the
128 Fieldstone Zone Change and the proposed Spanish Fields West Preliminary Plat.

129 Councilmember Leifson said the Recreation Committee has visited the site. They feel this will
130 be a great addition to the City to leave the open space undeveloped at this time.

131 Councilmember Barber opened the meeting for public input on the Fieldstone Zone Change
132 Request.

133 **Shasha Kallas**

134 Ms. Kallas asked if there were other developments that were permitted to have the small lot sizes
135 of 6,000 square feet.

136 Councilmember Barber said Mr. Anderson would address her question momentarily.

137 Councilmember Andersen asked for an explanation about reference to the pavilion being
138 completed prior to continuing with this development.

139 Mr. Thornton said the pavilion is functioning at this time, the restrooms are finished. There are
140 two items they are waiting for. The scissor gate that goes in the cooking area was ordered six
141 weeks ago and shipped from California, but it has not arrived. The grills the City is providing

142 have not arrived either. The plastering of the foundation is not completed and Fieldstone is
143 pursuing the contractor to get this completed. He doesn't feel these items are just cause in
144 holding up this development. The restrooms are functioning, the tables are in place and the
145 power is finished.

146 Councilmember Wadsworth asked Mr. Thornton about the proposed chain link fence.

147 Mr. Thornton said he is working with Mr. Christensen who is the property owner to the West of
148 this development on resolving an acceptable solution for all on the type of fencing. Mr.
149 Thornton discussed different option of fencing such precast concrete and also having a berm in
150 place to help elevate the fence further. Mr. Thornton discussed installing trees behind the fence
151 to help with the site issue.

152 Councilmember Sorensen said he was in favor of this idea to help with industrial and residential
153 zones that have no buffer between them.

154 Councilmember Andersen said he was concerned about the industrial zone that included the rail
155 road tracks which are an enticement for kids.

156 Mr. Thornton said the fence would continue to the south end next to the river.

157 Councilmember Sorensen asked Mr. Robinson his feeling on the completion of the pavilion.

158 Mr. Robinson said it is substantially complete at this time, but there are minor maintenance
159 things that need to be completed.

160 Mr. Thornton said they are working to get all of the items completed.

161 Discussion took place regarding the lot sizes.

162 Councilmember Barber asked Mr. Anderson of another development in the area that had 6,000
163 square foot lots.

164 Mr. Anderson said the Spanish Fields Development next door had lot sizes of 6,000 square feet.

165 Discussion took place regarding the construction of homes. The homes will have roof pitches of
166 6/12 minimum. The home size is 20% above the city's typical standard. The homes would be
167 1920 square feet for ramblers and 1440 square feet on the main floor on two story homes. The
168 applicant is proposing mixing the housing types.

169 Doug Kallas

170 Mr. Kallas asked since there is an ordinance to help control lot sizes could there be an ordinance
171 placed to assure the yards are maintained at current levels in the future.

172 Councilmember Barber said the applicant did not propose a homeowner's association but there is
173 an ordinance in place to help with nuisance or weed control within the city.

174 Councilmember Andersen made a **motion** to close the public hearing portion of the meeting.
175 Councilmember Leifson **seconded**, and the motion **passed** with a unanimous vote.

176 Councilmember Andersen made a **motion** to approve the Fieldstone Homes Zone Change
177 request changing the zoning at 300 South 1400 West to R-1-12, based on the following
178 finding(s):

- 179 1. The property to the east is zoned R-1-12.
- 180 2. The zone is consistent with the General Plan and would accommodate the proposed
181 development.

182 Councilmember Wadsworth **seconded**, and the motion **passed** with a unanimous vote.

183 Discussion took place regarding the berm and fencing.

184 Councilmember Sorensen made a **motion** to approve the proposed Preliminary Plat for Spanish
185 Fields West based on the following findings and subject to the following conditions:

186 Findings:

- 187 1. That the proposed Preliminary Plat meets the City's standards for Master Planned
188 Developments in the R-1-12 zone.
- 189 2. That the proposed features warrant the requested bonus density.

190 Conditions:

- 191 1. That the trail along the west boundary of the open space and the river be built.
- 192 2. That the area on the south be dedicated to the City.
- 193 3. Written approval from Westfield Irrigation be submitted allowing the piping of the ditch.
- 194 4. That the east boundary trail be constructed as approved as in the original Preliminary Plat
195 for Spanish Fields.
- 196 5. That they work with SESD for the construction and relocation of the powerlines.
- 197 6. That they do the study on the river for the armory of the river and flood control.
- 198 7. That the fencing to the west be a six foot precast concrete fence.

199 Councilmember Andersen **seconded**, and the motion **passed** with a unanimous vote. A roll call
200 vote confirmed the unanimous vote.

201 **Ivory Homes - Zone Change** 202 **Spanish Highlands - Preliminary Plat**

203 Councilmember Sorensen made a **motion** to move into the public hearing portion of City
204 Council meeting. Councilmember Andersen **seconded**, and the motion **passed** with a unanimous
205 vote.

206
207 Mr. Anderson said the applicant, Ivory Homes, is requesting a zone change for a parcel located
208 at 2000 East Center Street. The current zoning is Rural Residential, the applicant is requesting
209 that the zoning be changed to R-1-12. The general plan designates the property as Residential
210 2.5 to 3.5 units per acre. Given the fact that developments in the area have been zoned R-1-12,
211 the Development Review Committee and the Planning Commission feel the requested R-1-12
212 zoning was the most appropriate for this property. The requested zoning allows for a base
213 density of 2.69 units per acre which is consistent with the density range specified in the General

214 Plan.

215 Mr. Anderson reviewed the proposed preliminary plat. The applicant is requesting approval for
216 a 23.25-acre parcel. The proposed preliminary plat is a Master Planned Development that
217 contains 80 building lots for a density of 3.44 units per acre. Lot size's range from some 7,200
218 square feet to more than 16,000 square feet. The proposed plat contains some land that would be
219 dedicated as open space for a trail adjacent to the railroad.

220 Mr. Anderson reviewed the calculations relative to bonus density that warrant the additional 18
221 lots. The Development Review Committee and Planning Commission have reviewed the Ivory
222 Homes Zone Change Request and the Spanish Highlands Preliminary Plat and recommend
223 approval based on the findings and conditions in the staff report.

224 Councilmember Barber opened the meeting for public input.

225 **Pat Parkinson**
226 Ms. Parkinson said if an area is General Planned for the R-1-12 zoning but a developer can
227 propose a master planned development to change the number of units per acre then the general
228 plan seems to become irrelevant.

229 Discussion took place regarding the General Plan parameters.

230 Discussion took place regarding the Master Plan Development restrictions.

231 **Janet Pierce**
232 Ms. Pierce asked if a master plan development can consist of more than one land owner's
233 property to bring the acreage up to the required 20-acres.

234 The council concurred.

235 Discussion took place regarding the fence requirements for the proposed development.

236 Discussion took place regarding the planter strips.

237 Councilmember Leifson made a **motion** to move out of the public hearing portion of the
238 meeting. Councilmember Sorensen **seconded**, and the motion **passed** with a unanimous vote.

239 Councilmember Leifson made a **motion** to approve the proposed Ivory Homes Zone Change
240 Request, changing the zoning at 300 South 1400 West to R-1-12, based on the following finding:
241 1. That the proposed Zone Change is consistent with the General Plan designation.
242 Councilmember Andersen **seconded**, and the motion **passed** with a unanimous vote. A roll call
243 vote confirmed the unanimous vote.

244 Councilmember Sorensen made a **motion** to approve the proposed Preliminary Plat for Spanish
245 Highlands based on the following findings and subject to the following condition:
246 Findings:

- 247 1. That the proposed Preliminary Plat conforms to the City's standards for Master Planned
248 Developments in the R-1-12 zone.
- 249 2. That the proposed features warrant the requested density bonus.
- 250 Condition:
- 251 1. That the requirements of the City Engineer and Electrical Department be satisfied prior to
252 plat recordation.
- 253 Councilmember Leifson **seconded**, and the motion **passed** with a unanimous vote.

254 Councilmember Wadsworth made a **motion** for a five minute recess. Councilmember Sorensen
255 **seconded**, and the motion **passed** with a unanimous vote.

256 *7:40 p.m. Recess*

257 *7:47 p.m. Reconvene*

258 **NEW BUSINESS (Continued)**

259 **Staker Parsons Annexation**

260

261 Mr. Anderson presented the annexation petition from Staker Parsons for the property located on
262 Highway 6 just south of the Fingerhut Building. He said 107-acres are included in this
263 annexation petition. If the council accepts the petition tonight it will allow for staff to certify the
264 petition and start the annexation procedure.

265 Councilmember Anderson made a **motion** to approve the Staker Parson Annexation Proposal.
266 Councilmember Sorensen **seconded**, and the motion **passed** with a unanimous vote.

267 **Windmills Update**

268 Ms. Watson updated the council on the windmill project. She said Pacificor had signed the
269 purchase agreement for the power generated from the windmills. The annexation of the Staker
270 Parson property is the last piece of the process to get the permit for building the windmills.

271 Councilmember Anderson thanked Wastach Wind for their professionalism and patience.

272 Councilmember Barber said Mayor Thomas called to discuss his excitement of the progress that
273 has been made. Mayor Thomas feels this is a win-win for all involved. It will add a large
274 amount of revenue back into the city from lease payments as well as additional property tax. He
275 is happy to see a great conclusion to this project.

276 **I-15 Road Closure Presentation**

277 **Jeff Dupay**

278 Mr. Dupay said he is the project coordinator for UDOT. He gave a presentation of the I-15
279 resurfacing project from Springville to Spanish Fork. He discussed freeway closures that will be
280 required in the repaving of the bridge surface with new asphalt. He discussed the detour options.

281 **Tyler Shepherd**
282 Mr. Shepherd said there are incentives to keep the project on schedule. The contractor, Staker
283 Paving is anticipating 64 days from start to finish on this project.

284 Discussion took place regarding the advertisement of the construction and road closures.

285 **PUBLIC HEARINGS**

286 **J.P. Hughes - Zone Change Request**

287 Councilmember Sorensen made a **motion** to move into the public hearing portion of City
288 Council meeting. Councilmember Andersen **seconded**, and the motion **passed** with a unanimous
289 vote.

290 Mr. Anderson said the applicant has asked to continue this request in order to review another
291 zoning possibility.

292 Councilmember Barber made a **motion** to continue the public hearing until the July 18, 2006
293 City Council Meeting. Councilmember Leifson **seconded**, and the motion **passed** with a
294 unanimous vote.

295 **North Springs Business Park - Preliminary Plat**

296 Mr. Anderson said the current ordinance requires an industrial or commercial subdivision to hold
297 a public hearing. Mr. Anderson reviewed the site. He said the streets will be private. The
298 public will not have access readily available, only access for the property owners within the
299 development. The roads will be owned and maintained by the property owners. The main
300 purpose for the private streets is the applicant could not conform to the City's requirements for
301 public streets. There will be public utility easements in the street, just not public access. The
302 property is zoned I-1 which has no standards for lot dimensions. The Development Review
303 Committee and Planning Commission recommended approval of this preliminary plat.

304 Councilmember Barber opened the meeting for public comment.

305 There was none.

306 Councilmember Sorensen made a **motion** to approve the proposed Preliminary Plat for the North
307 Springs Business Park subject to the following conditions:
308 Conditions:

- 309 1. That the private road be stubbed to the south property line.
- 310 2. That the access road be in the middle of the project between lots 2 and 3.
- 311 3. That the sewer onsite and lift system are privately owned and maintained.
- 312 4. That the storm drainage is privately owned and maintained.
- 313 5. That the private roads be dedicated as public utility easements, plus the standard 10 ft.

- 314 easement.
- 315 6. That the private roads be dedicated as emergency access to the south.
- 316 7. That the applicant contact the Army Corps of Engineers to work out any wetland issues.
- 317 Councilmember Leifson **seconded**, and the motion **passed** with a unanimous vote.

318 **CONSENT ITEMS**

319 **Minutes of Spanish Fork City Council Meeting - May 16, 2006**
320 **Rodeo Ticket Sales, Western Unlimited Contract**
321 **Change Order for Geneva Rock**

322 Councilmember Sorensen made a **motion** to **approve** the consent items as presented.
323 Councilmember Andersen **seconded**, and the motion **passed** with a unanimous vote.

324 **NEW BUSINESS (Continued)**

325 **Architect Contract - Police/Court Building**

326 Mr. Heap said the selection committee reviewed seven proposals and narrowed it to four. The
327 committee then interviewed the four applicants. The committee includes the building
328 committee, the public safety department, the state court office and the district court. An
329 American Institute of Architects contract was used with revisions. The contract is not to exceed
330 690,000 unless there is an increase in the size of the building. At that time the 5.75% cap will be
331 used. EDA Architects has a lot of experience with court and police station construction. They
332 came highly recommended. Staff recommends approval of the contract subject to the City
333 Attorney's approval of the revisions.

334 Discussion took place regarding the financial parameters will not exceed 690,000 unless the size
335 of the building changes. If the size of the building changes the financial parameter is 5.75% of
336 the construction cost.

337 Councilmember Leifson said this contract is a standard contract. He likes that the court was
338 involved in this process.

339 Mr. Heap thanked the building committee members for their involvement.

340 Councilmember Sorensen made a **motion** to approve the contract with Edwards & Daniels
341 Architects, Inc. Councilmember Leifson **seconded**, and the motion **passed** with a unanimous
342 vote.

343 **Neighborhood Committees**

344 Councilmember Andersen said he is concerned not only with the neighborhood committees but
345 also additional committees that have been proposed. Many of the existing committees are
346 established by ordinance with specific guidelines as to the number of people, the length of the
347 term and detailing the function of the committee. Councilmember Andersen is concerned that the

348 same process is not being taken for new proposed committees.

349 Councilmember Sorensen concurred. He feels that it is wise to establish parameters and goals to
350 help clarify the intent of the committee.

351 Councilmember Barber said the intent was there but was not conveyed to the committee
352 members.

353 Discussion took place regarding committees that are not covered by an ordinance.

354 Councilmember Leifson said some committees are governed by Sate law as to the number of
355 people that can serve on a committee.

356 Councilmember Wadsworth asked if the building committee should be expanded. It is his
357 understanding that this committee is going to continue.

358 Councilmember Sorensen agrees that the building committee should be changed from an ad hoc
359 committee.

360 Councilmember Andersen said if a committee is used on a continual basis it needs to be
361 addressed by ordinance.

362 Councilmember Barber asked if the staff was clear as to the direction to take with the committee
363 ordinances.

364 Staff concurred.
365

366 Councilmember Wadsworth commended the council for the support of the neighborhood
367 committees.

368 **Budget Revision FY 2006**

369 Councilmember Sorensen made a **motion** to move into the public hearing portion of the meeting.
370 Councilmember Leifson **seconded**, and the motion **passed** with a unanimous vote.

371 Mr. Oyler said this is the budget revision for the current year budget to reflect any transactions in
372 the first 11 months and projecting what will occur in the last month of the fiscal year. Mr. Clark
373 will discuss changes to the general fund. Mr. Oyler said the budget is an estimate and they try to
374 be conservative. As we go through the budget year, we adjust the actual expenses and revenues.
375 We always want to be under expenses and try to project the revenue correctly.

376 Mr. Clark discussed the increases in the revenue source from property tax, sales tax and energy
377 tax.

378 Mr. Oyler discussed the natural gas revenue increase restrictions from the state legislature.

379 Mr. Clark discussed the increase in revenue due to the increase of building permits. He discussed
380 interest earnings and less money from the enterprise funds.

381 Mr. Robinson discussed the changes to the FY2006 Parks & Recreation Budget pertaining to the
382 following:

- 383 • Senior Citizens Center increase in food cost and an increase of 8,000 due to land
384 purchases.
- 385 • Parks had a \$21,000 increase in motor pool.
- 386 • Fairgrounds \$29,000 increased in motor pool.
- 387 • Buildings and Grounds increase due to resurface the parking lot at Swenson Ball Park.

388 Mr. Oyler said after talking with Richard Nielson the resurfacing of the parking lot will not take
389 place until after July which will require this amount to be carried over to the next budget year.

- 390 • \$25,000 in capital project in Parks for the Quail Hollow Pedestrian Bridge.
- 391 • \$9,700 increase in Buildings and Grounds if for the back entrance for rodeo contestants
392 at the Fairgrounds.
- 393 • Golf Course Club House \$12,000 increase in data processing with regards to the new
394 reservation program.
- 395 • \$9,000 in capital equipment to cover the cost of the security system recommended by the
396 consultants for the back nine holes.

397 Discussion took place regarding the golf revenue. Mr. Robinson said March and April were
398 rained out and the revenue is down \$30,000 to \$40,000.

399 Discussion took place regarding the status of the golf course revenues due to the new projects
400 being implemented.

401 Councilmember Barber said recreation seasons are split between fiscal budgets.

402 Mr. Heap discussed the changes to the FY2006 Public Works Budget pertaining to the
403 following:

- 404 • Increase in the revenue in building inspections.
- 405 • Capital Projects was down \$26,000 due to the increase in asphalt prices.
- 406 • Residential water sales revenue and water meter reimbursements.
- 407 • Sewer collection. Roll the money over to next year due to slip lining the sewer lines
408 instead of replacing the pipe.
- 409 • Treatment Plant & shops area had an increase of natural gas.
- 410 • Electric capital account carry over some to next year to finish projects.

411 Mr. Oyler said the motor pool in electrical went down dramatically due to lack of mechanical
412 problems.

- 413 • Revenues in electric due to not transferring one million from the electric fund to the
414 general fund.
- 415 • Supplies in Solid Waste are up \$21,000 basically for additional garbage cans due to the

- 416 increase of population.
417 • \$150,000 in capital projects will be carried over for future projects because of the storm
418 drain project down 300 West not being finished due to lack of easements from property
419 owners.
420 • Irrigation, we are not pumping as much as anticipated during the fiscal year.
421 • \$23,000 in payment to Ensign Bickford to for an interest free loan years ago.

422 Mr. Bowcutt discussed the changes to the FY2006 Information Systems Budget pertaining to the
423 following:

- 424 • \$15,000 increase in salaries and wages.
425 • \$58,000 increase in supplies for cable modems and set top boxes because of HDTV and
426 Tivo type of interest.
427 • Professional and Technical \$10,000 lower.
428 • \$40,000 lower on other services.
429 • Capital Projects also lower
430 • CATV down bu internet revenue is up.

431 Councilmember Wadsworth asked when the rate changes will take place.

432 Mr. Bowcutt said it will be in next years budget. Because the costs to the programmers such as
433 ESPN, USA etc. continues to increase.

434 Mr. Oyler said there are minor adjustments to the Public Safety Budget. If there are more
435 specific questions please ask Mr. Rosenbaum.

436 Councilmember Barber opened the meeting for public comment.

437 There was none.

438 Councilmember Sorensen made a **motion** to close the public hearing portion of the meeting.
439 Councilmember Leifson **seconded**, and the motion **passed** with a unanimous vote.

440 Councilmember Sorensen made a **motion** to approve the FY 2006 Budget Revision.
441 Councilmember Leifson **seconded**, and the motion **passed** with a majority vote of 4:1.

442 Councilmember's Sorensen, Leifson, Andersen and Barber were in **favor** of the motion.

443 Councilmember Wadsworth was **opposed** to the motion. Councilmember Wadsworth read the
444 following comments:

445 1. *I disagree with the additional 6.81% 401K retirement contribution paid to non-*
446 *public safety employees based on the following principles:*

447 *Principle 1: The creation (government) should not exceed the creator (citizens);*
448 *citizens should not be forced to bestow benefits to employees that*
449 *they themselves do not receive.*

450 *Principle 2: Government should not exist for the benefit of those who work for it.*
451 *It's only legitimate purpose is the protection of citizen's life and*
452 *property and to provide them service.*

453 *Principle 3: Government officials should spend tax dollars as if they were their*
454 *own, provided that they are fiscally responsible.*

455
456 *Principle 4: Government should not advantage one individual group at the*
457 *expense of another.*

458 *When more of the people's substance is exacted through the form of taxation than*
459 *is necessary to meet the **just** obligations of the Government and the expense of its*
460 *economical administration, such exaction becomes **ruthless extortion** and a*
461 ***violation of the fundamental principles** of a free government.*

462 *(President Grover Cleveland, Second Annual Message, December 6, 1886; Message*
463 *and Papers 8:509)*

464 2. *I disagree with the decision to build a new ballpark at this point in time. I believe*
465 *it would be more prudent to first fully utilize all the fields at the respective schools*
466 *that the citizens have already paid for with their property taxes. The problem of*
467 *poorly maintained fields that supposedly pose a hazard to players should be fixed so*
468 *that school children are not at risk.*

469 ADJOURN TO REDEVELOPMENT AGENCY

470 Councilmember Sorensen made a **motion** to move into the Redevelopment Agency (RDA)
471 meeting. Councilmember Leifson **seconded** and the motion **passed** with a unanimous vote.

472 **Reconvene City Council Meeting**

473 Councilmember Barber made a **motion** to move out of the Redevelopment Agency meeting
474 and reconvene the City Council meeting after a five minute recess. Councilmember Leifson
475 **seconded**, and the motion **passed** with a unanimous vote.

476 *9:20 p.m. recess*

477 *9:28 p.m. reconvene*

478 NEW BUSINESS (Continued)

479 **Allied Waste Request for Fuel Surcharge**

480 Gordon Raymond with Allied Waste addressed the council. He explained the impact the
481 company was experiencing do to the increase in fuel costs. He is asking for a flat fee fuel
482 surcharge be added to their contract.

483 Discussion took place regarding how the fuel increase was involved with the contract bid.

484 Mr. Clark discussed the different scenarios of allowing for a fuel surcharge such as how long
485 will the surcharge be applicable and what if gas prices decline.

486 Councilmember Leifson said he would like Mr. Raymond to work with staff to come up with a
487 solution instead of the council making a decision not knowing all the facts.

488 Councilmember Wadsworth asked what would happen if the surcharge was not approved.

489 Mr. Raymond said he isn't sure but the company is experiencing significant impacts with the
490 fuel prices increasing.

491 Discussion took place regarding the council being sensitive to this issue but yet wanting to see
492 all viable options that work best for the City and for Allied Waste.

493 **Budget Adoption FY 2007**

494 Mr. Clark reviewed the property tax choice to decrease due to the debt service portion on the fire
495 station bond being completed. He said Spanish Fork City has the lowest property tax rate in Utah
496 County. Mr. Clark discussed the property tax rate increase mandated by Utah County due to
497 reappraisals of existing buildings.

498 Mr. Clark reviewed the options in detail of increasing the property tax rate to bond for the police
499 and court building. The different option rates are as follows:

- 500 • Option 1 to keep the property tax the same at .00910
- 501 • Option 2 to include new growth but also supplement the police and court building
502 at .001110
- 503 • Option 3 to include new growth but also supplement the police and court building
504 at .001165
- 505 • Option 4 to increase the rate to .001333.

506 Councilmember Wadsworth asked Mr. Clark to explain truth in taxation hearing for the different
507 options.

508 Mr. Clark said option would not require a hearing. The other three options would require a
509 hearing. The County Assessor would be given notice and they would send out property tax
510 valuations showing the different property tax assessments for the three options. This valuation is
511 sent out in July. The hearing would be advertised in the paper for two weeks before the hearing
512 date which would be August 15th.

513 Councilmember Wadsworth commented that the public needs to know the bond has come off for
514 the fire station. The truth in taxation hearing is being the most transparent to the citizens.

515 Councilmember Sorensen concurred, he prefers option 2 or 3. Because the option 3 rate is not
516 more than last year and option 2 rate is less money.

517 Councilmember Leifson said he agrees to let the citizens know the fire station bond has come

518 off. He is in favor of option 3. The property taxes are not increasing even though the property
519 valuation has increased.

520 Councilmember Andersen said he is in favor of option 2 or 3. Either way there is more money
521 that is needed to pay for the police and court building. He would like to reward the citizens in
522 paying off the bond for the fire station. Option 2 or 3 the property taxes would not increase yet
523 still maintain a revenue stream to help pay for the police and court building.

524 Councilmember Barber understands everyone's argument. He feels the citizens would be in
525 favor of changing the need from the fire station to the police and court building. He is concerned
526 that we do not have hard costs as to what the payment is going to be, therefore it is hard to
527 determine what the increase in property tax should be. The revenue stream will continue with
528 the electric revenue fund. He is in favor of option 1 for this year. He likes the idea of the truth
529 in taxation hearing to let the citizens voice their concern.

530 Mr. Oyler said if the council approves a higher amount it will change the budget. He needs to
531 know what option the council is proposing.

532 Councilmember Leifson said he is in favor of continuing with option 3.

533 Councilmember Sorensen concurred.

534 Discussion took place regarding option 1 would not require a truth in taxation public hearing.

535 Councilmember Wadsworth said he okay with option 3 due to the fact it requires a truth in
536 taxation hearing.

537 Councilmember Sorensen made a **motion** to adjust the budget to option 3 which will set the
538 property tax rate at .00165 in the FY2007 Budget. Councilmember Leifson **seconded**, and the
539 motion **passed** with a majority vote of 4:1. A roll call vote confirmed the following.
540 Councilmember's Wadsworth, Sorensen, Leifson and Andersen were in **favor** of the motion.
541 Councilmember Barber was **opposed** to the motion.

542 Councilmember Wadsworth said he has spoken with many different people this past year to try
543 to understand the additional retirement to the non-public safety employees. He feels this is
544 increasing government more than required.

545 Councilmember Sorensen said he feels the employees are worth every penny they are given. We
546 have some of the best employees in the state which is attributed to the compensation package.
547 We have fewer employees per capita than other cities in Utah County and provide more services
548 which means the employees are expected to do more work and a larger share of the work.
549 Which justifies compensating them more because we are getting more out of them. I see it as a
550 savings because if we had to increase the employees which increase the costs.

551 Councilmember Wadsworth asked how we know if the other cities are the right size in reference

552 to the number of employees.

553 Councilmember Sorensen said you base the number of employees to the number of residents.

554 Councilmember Andersen asked what Councilmember Wadsworth feels is a fair rate.

555 Councilmember Wadsworth feels the defined pension is adequate.

556 Discussion took place regarding the defined benefit that fluctuates every year.

557 Councilmember Andersen said it is hard to offer a benefit package that is not the same rate every
558 year.

559 Councilmember Wadsworth discussed the liability for pensions underfunded.

560 Discussion took place regarding the private sector comparison.

561 Councilmember Leifson said the current rate was approved in 1983. After talking with past
562 councils and mayor the input he received is to provide an atmosphere that the good employees
563 will stay. He read an article by Covey that a company needs to treat its employees as assets and
564 not liabilities. Councilmember Leifson agrees with the current rate.

565 Councilmember Andersen asked about the non contributory system.

566 Mr. Perrins discussed the two systems. At some point time an employee was required to
567 contribute. At this time the state does not allow you to contribute to the 11.59%. Only the non
568 contributory system is allowed.

569 Discussion took place regarding the public safety retirement.

570 Councilmember Wadsworth said his concern is the employees do not contribute a single dime to
571 retirement. The excess in retirement could soon exceed half of a million dollars. There are
572 projects that could be funded with this money.

573 Councilmember Sorensen said cost of living is increasing faster than the retirement.

574 Discussion took place regarding an independent group completing a survey.

575 Mr. Perrins said Dave Jackson is preparing a fuller view of total compensation. There are three
576 major contributors to our benefit costs, being health insurance, retirement and dental costs. Mr.
577 Perrins said we will compare to other communities in Utah County. He discussed what
578 comparisons will be made.

579 Councilmember Barber asked for other council comments regarding the budget.

580 There was none.

581 Councilmember Barber read the following comments:

582 1. *Commitment to sewer, water and street replacement. Although it isn't a long term*
583 *commitment, it is a start and I would hope that this council will make a commitment*
584 *long term in next years budget.*

585 2. *Growth is on track to be an all-time high which short term brings in additional*
586 *revenue, in fees, but we need to keep in mind that this is historically short term and*
587 *we need to spend that money wisely. I think sometimes we spend that excess revenue*
588 *on projects that require a long term commitment to operations and maintenance.*
589 *Historically long term residential development and growth is a drain on our*
590 *financial resources. In the short term we might have to increase some staff in the*
591 *building inspection department and I would caution us that we weight very carefully*
592 *increasing the size of government long term, when we are trying to meet a short term*
593 *need.*

594 3. *I like to see the decrease in some of the fees that are included in this budget such as*
595 *PI and cable. I also would like to see that some of the fees are increasing just for the*
596 *fact that I think is also shows our commitment to making sure that each utility is*
597 *paying its own costs and we reduce the need for cross subsidization from other*
598 *utilities.*

599 4. *Property Tax decrease - I like the fact that we have an opportunity to lower the*
600 *property tax due to the public safety bond coming off this year. I think it shows a*
601 *commitment by government that when we need a tax increase for a specific project*
602 *that we will lower that increase once the project is completed. The future will*
603 *require another increase but while we have increased surpluses in electric revenue,*
604 *we should spend those with the priority going to those essential services that the city*
605 *provides. Elected officials should never raise taxes just because they can.*

606 *Items I don't agree with in the budget:*

607 1. *The continued amount of subsidization to the swimming pool, golf course,*
608 *fairgrounds and others. We have taken steps in this budget to change that at the golf*
609 *course and I hope that through the course of this year we take a similar approach*
610 *to the other areas that are so heavily subsidized.*

611 2. *Automated Meter Reading - I would like to see the money that is allocated in this*
612 *budget be appropriated just for this project in the fund balance. That way if it is*
613 *determined that the return on investment and technology are what we want then we*
614 *will have the money ready and it also eliminates the temptation of future councils to*
615 *spend that money on other projects.*

616 3. *Indirect Services - I'd like to see the finance committee; the council and staff review*
617 *the allocations to the indirect services for each department and verify that those*
618 *amounts reflect a true picture of the services used by each department.*

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4. *Retirement Amount - There has been a lot of discussion on this topic and I think the issue warrants a very public, open debate that will include the three areas of compensation, salary ranges, benefits and retirement percentage. I would like to recommend that we have this discussion in a televised work session sometime during the 1st or 2nd week of August. I would agree that we need to reach a resolution in the next 60 days but that the resolution should be based on facts and not on arbitrary opinions and emotion, so that the decision can be defended for years to come and future councils and employees won't have to deal with this every election year and most importantly so that the public can clearly understand the process and methodology used to determine employee compensation. In the end, after all the facts have been presented and debated, this body will need to take a vote and at that time it will be evident where each of us stand on this issue of employee compensation. Until that time, I don't think it is fair for employees or citizens to characterize where each of us stands on the issue. All the more reason we need to have this discussion in early August.*
5. *Capital Facilities - I have some issues with a few items in the six-year capital facilities plan but I'll address those individually throughout the year.*

Councilmember Sorensen made a **motion** to adopt the FY2007 Budget with the change in property tax. Councilmember Leifson **seconded**, and the motion **passed** with a majority vote of 4:1.

Councilmember's Sorensen, Lefison, Andersen and Barber were in **favor** of the motion.

Councilmember Wadsworth was **opposed**.

Mr. Perrins discussed staff growth and the lengthy process in adding an additional employee.

***Councilmember Wadsworth left the meeting at 10:47 p.m.*

OLD BUSINESS

Ordinance 05-06 - Amending Kennel Requirements

Ms. Johnson reviewed the proposed amendments concerning kennel permits.

Discussion took place regarding the potential for an increased work load.

Councilmember Sorensen made a **motion** to approve Ordinance 05-06 Ordinance Amending the Municipal Code Concerning Kennel Permits as presented. Councilmember Leifson **seconded**, and the motion **passed** with a unanimous vote.

Resolution 06-11 Adopting Animal Control Bail Schedule

653 Councilmember Sorensen made a **motion** to adopt Resolution 06-11 Adopting Animal Control
654 Bail Schedule. Councilmember Andersen **seconded**, and the motion **passed** with a majority
655 vote. A roll call vote confirmed Councilmember Andersen, Leifson and Sorensen were in **favor**
656 of the motion. Councilmember Barber was **opposed** to the motion.

657 **OTHER BUSINESS**

658 There was none.

659 **Adjournment**

660 Councilmember Leifson made a **motion** to adjourn. Councilmember Sorensen **seconded** and the
661 motion **passed** with a unanimous vote. The meeting adjourned at 11:00 p.m.

662

663

Marlo Smith, Engineering Secretary

664 Approved:

**Spanish Fork City Council Meeting
Tentative Minutes
September 5, 2006**

1 Elected Officials Present: Councilmembers G. Wayne Andersen, Matthew D. Barber, Steven M.
2 Leifson, Seth V. Sorensen and Chris C. Wadsworth.

3 Mayor Joe L Thomas was excused.

4 Staff Members Present: David A. Oyler, City Manager; Richard J. Heap, City Engineer/Public
5 Works Director; S. Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Kent R.
6 Clark, City Recorder/Finance Director; Dave Anderson, City Planner; Dale Robinson, Parks and
7 Recreation Director; Chris Thompson, Design Engineer; and Marlo Smith, Engineering
8 Secretary.

9 Citizens Present: Orlon M Black, Kyley Black, Krysti Gomm, Ryan Shawcroft, Raelynn Smith,
10 Matthew Smoot, Steven Smoot, Keith Lyman, Mike Hardy, Terry Hallett, Scott Parson, Brian
11 Fuhriman, Steve Day, Doug Ford, Cliff Hales, Kylie Baird, James Russell, Brandon Barber,
12 Jeremy Thomas, Glenda Lyman, Kevin Lyman, Blake Bowen, Brett McInelly, Jeff Robins,
13 Marianna Robins, John Ross, Schyler Ellsworth, Dakota Spann, Josh Yates, Kip Rasmussen,
14 Dak Maxfield, and Larry Johnson.

15 **CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITIONS**

16 **Call to Order**

17 The meeting was called to order at 6:00 p.m. by Mayor Pro Tem Matthew D. Barber.

18 **Pledge**

19 The pledge of allegiance was led by Chris Thompson.

20 **NEW BUSINESS**

21 **Oak Ridge Cove Preliminary Plat**

22 Mr. Anderson reviewed the proposed Oak Ridge Cove Preliminary Plat. The zone is R-1-30. He
23 reviewed the two access points at Oak Ridge Drive and Fairway Drive. The proposed
24 development is a master planned development. The master plan spreadsheet was prepared by the
25 Development Review Committee and approved by the Planning Commission. Amenities include
26 a trail, completion of the roadway of Spanish Oaks Drive, Contribute \$55,000 to a pavilion the
27 city is constructing near the reservoir. Housing types were considered in the preparation of the
28 bonus density spreadsheet. The Development Review Committee and Planning Commission
29 recommend approval of the proposed development.

30 Discussion took place regarding hillside developments.

31 Mr. Heap reviewed the street situation as to waiving the street cross section standards because of
32 the hillside. If the standard remained the cuts would be greater in length. That is the reason for
33 allowing a modified sidewalk adjacent to the curb.

34 Discussion took place regarding the open space next to the gun club which would require curb,
35 gutter and utilities.

36 Discussion took place regarding snow plow difficulty due to the steep grades.

37 Discussion took place regarding fire department access and water supply.

38 Councilmember Wadsworth asked Mr. Baker to clarify the discussion of the value of the lots but
39 to look at the percentage of the lots.

40 Mr. Baker said the development ordinance does not deal with monetary costs but with a
41 percentage increase in density.

42 Councilmember Wadsworth asked about the transaction of the 1.59 acres.

43 Mr. Baker explained the fallout of the gun club requirement.

44 Councilmember Wadsworth asked about the \$55,000 for the construction of the pavilion. Can
45 the trail grant funds of \$500,000 be reallocated to install sidewalk coming into the subdivision.

46 Mr. Baker discussed the options the council could ask to allow the sidewalk to be completed
47 coming into the existing subdivision.

48 Discussion took place regarding the secondary entrance access.

49 Discussion took place regarding widening the existing road.

50 Mr. Smoot addressed the island at the entrance of the road. He said the homeowners association
51 was in favor of removing the existing island. He discussed his options for redoing the entrance.

52 Councilmember Barber asked if the proposed preliminary plat had a homeowner's association
53 proposed.

54 Mr. Smoot said there would be a homeowner's association with restrictive covenants.

55 Discussion took place regarding the sidewalk down Spanish Oaks Drive.

56 Councilmember Andersen said the major concern is the fact the school buses will not go into this
57 area. Something needs to be considered to mitigate the danger to the children.

58 Councilmember Wadsworth asked Mr. Heap about the estimated costs to complete the sidewalk
59 on Spanish Oaks Drive.

60 Mr. Heap said the cost estimate the City projected was \$155,000.

61 Councilmember Wadsworth said he feels the sidewalk issue needs to be resolved due to the
62 additional impact in this area.

63 Mr. Smoot said he feels they are doing over and above what should be required. Mr. Smoot
64 discussed the different amenities they are including.

65 Councilmember Barber reviewed past master planned development and the different bonus
66 densities that have been granted. He said it was the objectivity to stay consistent with the bonus
67 densities.

68 The council reviewed the density bonus matrix by each line item.

69 Councilmember Andersen asked if the hillside ordinance needs to be addressed at this time.

70 Mr. Baker said it is not being addressed at this time. The proposed preliminary plat meets the
71 standards at this time.

72 Discussion continued in regards to the density bonus matrix.

73 Discussion took place regarding the sidewalk on Spanish Oaks Drive.

74 Councilmember Wadsworth made a **motion** to approved the revised bonus density matrix.
75 Councilmember Barber **seconded**, and the motion was **denied**. A roll call vote confirmed the
76 following. Councilmember's Wadsworth and Barber were in **favor** of the motion.
77 Councilmember's Leifson, Sorensen and Andersen were **opposed** to the motion for a vote of 2:3.

78 Mr. Smoot said he feels they are being held to a higher standard.

79 Councilmember Leifson said \$75,000 is too high to require the developer to pay. He thinks
80 50,000 is fair.

81 Councilmember Leifson made a **motion** to approve the revised bonus density matrix changing
82 the sidewalk contribution to \$50,000. Councilmember Andersen **seconded**, and the motion
83 **passed** with a majority vote. Councilmember Sorensen was **opposed** to the motion.

84 Councilmember Leifson made a **motion** to **approve** the proposed Preliminary Plat for Oak
85 Ridge Cove based on the following findings and subject to the following conditions:

86 Findings:
87 1. That the density matrix is in accordance with the ordinance.

88 Conditions:
89 1. That they meet the construction and development standards.
90 2. That they meet the requirements of the geotechnical study.

91 3. That they provide offsite electrical improvements as dictated by the Electric Department
92 in order to provide service to that project.

93 4. That they pay \$50,000 toward the sidewalk project on Spanish Oaks Drive.
94 Councilmember Wadsworth **seconded**, and the motion **passed** with a unanimous vote.

95 **PUBLIC HEARINGS:**

96 Councilmember Andersen made a **motion** to enter into the public hearing portion of the meeting.
97 Councilmember Sorensen **seconded**, and the motion **passed** with a unanimous vote.

98 **Staker Parsons General Plan Amendment (continued from August 15, 2006)**

99 Councilmember Barber said this item has been continued from the last meeting. He opened the
100 meeting for public comments and asked that only new comments be made.

101
102 Blake Bowen

103 Mr. Bowen said he owns Valley Management which has 5-acres. He is familiar with the zoning
104 when Smith Auto was constructed. Mr. Bowen discussed the general plan and zoning districts
105 allowed in the general plan. He doesn't feel that good planning has been shown when a
106 company can expand in the middle of a zone when all the surrounding owners are not interested.
107 He doesn't see other I-2 zoning districts that are available. He does not want this type of
108 industry or the zoning changed to I-2 in this area. He doesn't think other companies will locate
109 in this area if the I-2 zone change takes place. He is concerned about the traffic congestion due
110 to the lack of an off-ramp.

111 Doug Ford

112 Mr. Ford said he is a property owner in the area. He is opposed to the rezone due to his concern
113 about dust. He thinks land value of the property would immediately depreciate in value. He
114 doesn't think this is good area for a cement plant. The traffic concern will be there regardless of
115 the type of business that comes into this area. It is inevitable with growth. He would like
116 additional lights to help with the increase in traffic.

117 Jed Morley

118 Mr. Morley said he is with Property Developers and was hired by Staker Parson to find a site.
119 They have been before Development Review Committee and Planning Commission looking at
120 parcel's throughout the City. The batch plant air quality report details that there will not be a
121 problem. Traffic will be a concern regardless of the development. He doesn't see that property
122 values will decrease. Many sites have been looked at and they feel this is the best location.

123 Larry Johnson

124 Mr. Johnson said he is a resident of Spanish Fork and also a driver for Parson's. He is one of six
125 residents in the surrounding area. They are excited to see growth and be a part of it. Parson
126 wants to build a state of the art facility in all respects. He discussed the strict standards the City
127 requires in all new proposed buildings. He discussed the safety of the school children at their
128 current facility. Spanish Fork City's motto is Pride and Progress and feels Parsons will echo
129 their motto with this new plant.

130 Kyley Black
131 He is the owner of Ideal Machine. His concerns are the basically the same as what has
132 previously been discussed. He is concerned of the dust affecting their high tech computerized
133 equipment. They have deliveries coming and going every day which requires the doors to be left
134 open. He is opposed to this facility coming in the area.

135 Kevin Lyman
136 Mr. Lyman is an owner of Smith Auto. He agrees that the cement plant needs to stay in Spanish
137 Fork. He would like to see another location for the I-2 zone and not in the middle of the I-1 zone.
138 He discussed the traffic concerns in respect to the surrounding intersections that are not wide
139 enough for someone to turn onto Main Street. He asked for the council's plan on future
140 commercial growth.

141 Ted Scott
142 Mr. Scott said he is an old neighbor of the current Parson facility. He has lived close to this area
143 for many years. Parsons have always kept the dust and dirt down. The drivers are courteous.
144 He feels this would be an asset to Spanish Fork to keep the cement plant in town.

145 Cliff Hales
146 Mr. Hales said he is a property owner to the north of the proposed batch plant. He is concerned
147 with the location. He feels the property values will devalue. He said they use Parson's and
148 would like to keep them in Spanish Fork.

149 Scott Parson
150 Mr. Parson is the general manager for Staker Parsons Ready Mix. He recognizes the concerns of
151 the neighbors and appreciates the council's time. Mr. Parson gave a slide show presentation.

152 Councilmember Wadsworth said he visited the Beck Street Plant. He has provided a slide show
153 to assist with the concerns. Councilmember Wadsworth presented his slide show.

154 Councilmember Barber made **motion** to **approve** the Staker Parson General Plan Amendment
155 located at approximately 2200 North 200 East from Light Industrial to Medium Industrial based
156 on the following findings:

- 157 Findings:
- 158 1. That the proposed General Plan designation is compatible with the designation of the
159 neighboring properties.
 - 160 2. That the proposed designation would allow for a type of development that is generally
161 consistent with that which has been constructed in the immediate vicinity.

162 Councilmember Wadsworth **seconded**, and the motion **passed** with a majority vote.
163 Councilmember Leifson was opposed to the motion.

164 Councilmember Barber made a **motion** to **approve** the Staker Parson Zone Change located at
165 approximately 2200 North 200 East from Industrial-1 to Industrial-2 based on the following
166 findings:

- 167 Findings:
168 1. That the proposed zoning is compatible with the zoning assigned to the neighboring
169 properties.
170 2. That the proposed zoning would allow for uses that are consistent and compatible with
171 those that have been constructed in the immediate vicinity.

172 Councilmember Wadsworth **seconded**, and the motion **passed** with a majority vote.
173 Councilmember Leifson was **opposed** to the motion.

174 *8:23 p.m. Recess*

175 *8:33 p.m. Reconvene*

176 **Thompson Annexation**

177 Mr. Andersen gave a brief history of the surrounding areas that would be involved with this
178 annexation request. It would then be submitted for a proposed preliminary plat.

179 Councilmember Barber opened the meeting for public comment.

180 Chris Biesinger

181 Mr. Biesinger is a property owner in the area. He discussed Black Horse area and the concern of
182 the density. He discussed the concerns with the development. There are recreational vehicles
183 parked on the road. The development sees a turn over rate. He would not like to see anything
184 with a high density.

185 James Biesinger

186 Mr. Biesinger is a property owner in the area. He also has not had a good experience with the
187 Black Horse Run Development. He reviewed the high density developments in the area. He
188 discussed the turn over in surrounding areas. He would like to see single family homes in this
189 area.

190 David Lee

191 Mr. Lee discussed his concerns regarding the high density developments in the area. He is
192 concerned of the quality of life and safety of the children. He urges the council to look at this
193 request and be as concerned if this was in your backyard.

194 Pat Parkinson

195 Ms. Parkinson said we do not need any more high density in Spanish Fork. Over time they
196 become circular living with people moving in and out.

197 Councilmember Sorensen made a **motion** to continue the public hearing until the September 19,
198 2006 City Council Meeting. Councilmember Leifson **seconded**, and the motion **passed** with a
199 unanimous vote.

200 Councilmember Sorensen made a **motion** to move out of the public hearing portion of the

201 meeting. Councilmember Wadsworth **seconded**, and the motion **passed** with a unanimous vote.

202 **CONSENT ITEMS**

203 **Minutes of the Spanish Fork City Council Meeting - August 1, 2006 & August 8, 2006**

204 Councilmember Sorensen made a **motion** to accept the consent items. Councilmember Leifson
205 **seconded**, and the motion **passed** with a unanimous vote.

206 **PUBLIC COMMENTS**

207 There was none.

208 **NEW BUSINESS**

209 **Jeremy Joyner Real Estate Purchase Agreement**

210 Mr. Baker discussed the purchase of a twin home lot in the vicinity of the proposed police and
211 court building in the amount of \$248,000.

212 Councilmember Andersen made a **motion** to accept the Jeremy Joyner Real Estate Purchase
213 Agreement. Councilmember Sorensen **seconded**, and the motion **passed** with a unanimous vote.

214 **Water Rate Adjustment**

215 Mr. Heap reviewed the proposal to eliminate the excessive use rate in the pressurized irrigation
216 and culinary water rates due to the water conservation efforts. He would like to monitor for the
217 next few years and then determine if the excessive use rate needs to come back into effect. Mr.
218 Heap asked that citizens still be cautious of watering.

219 Councilmember Sorensen made a motion to eliminate the excessive use rate in the Pressurized
220 Irrigation and Culinary Water Rates. Councilmember Wadsworth seconded, and the motion
221 passed with a unanimous vote.

222 **Sports Park Electrical Bid**

223 Mr. Robinson reviewed the bid tabulation for the sports park electrical bid, which includes the
224 reservoir pavilion. Only one bid was submitted. All required actions were taken to notify people
225 of the bid. Four plans were picked up and only one was picked up. The engineer's estimate was
226 figured a couple of years ago because of this there was an anticipated significant increase. There
227 is a representative with Wilkinson Electric for questions.

228 Jeron Wilkinson

229 Mr. Wilkinson said cost increases would be contributed to copper wire. In the past 8-9 months
230 copper has tripled. PVC has raised since Hurricane Katrina. He is anticipating that is the
231 increase since the estimate was calculated.

232 Councilmember Wadsworth asked if the cost of fuel for shipping has contributed to the increase.

233 Mr. Wilkinson said all materials have generally increased. Wages have also gone up some.

234 Mr. Thompson reviewed the overall cost for the sports park facility.

235 Councilmember Andersen said he thought the trench fees were high.

236 Mr. Thompson said this included trench, conduit and compaction testing. Mr. Thompson said he
237 feels this is a good contractor with a good bid.

238 Councilmember Leifson made a **motion** to approve the Sport Park Electrical Bid.

239 Councilmember Sorensen **seconded**, and the motion **passed** with a unanimous vote.

240 **Public Notices**

241 Mr. Andersen reviewed the public notice requirements to follow state codes. Mr. Anderson
242 reviewed the current ordinance dealing with public notices. All property owners within 300 feet
243 are notified of any public hearing. We also post notice on the proposed property.

244 Councilmember Barber asked who incurs the cost of the mailing.

245 Mr. Anderson said these fees should be incorporated with the application fee.

246 Mr. Anderson reviewed the proposed signs in the future to help bring enough information and
247 bring attention to surrounding property owners.

248 Councilmember Wadsworth said the proposed signs are much better and allow for more
249 transparency.

250 Mr. Oyler said in the past there has been complaints about not receiving notice. The County role
251 is used to show ownership as to where the notice is sent. If the council wishes to go beyond the
252 300 feet, the council will also need to provide for additional clerical help.

253 **City Development Report**

254 Mr. Anderson presented a slide show to discuss growth concerns. A broader and deeper
255 discussion will take place with the Planning Commission in the near future.

256 **Adjournment to Executive Session**

257 Councilmember Sorensen made a **motion** to adjourn into executive session to discuss real estate,
258 legal and personnel issues. Councilmember Andersen **seconded** and the motion **passed** with a
259 unanimous vote. The meeting adjourned at 9:30 p.m.

260
261

Marlo Smith, Engineering Secretary

262 Approved:

REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City) and David A. Lewis (Lewis), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. Lewis owns twenty acres of real property located at approximately 1600 North 1100 East and more particularly described as follows:

Commencing at the Southeast Corner of the Northwest 1/4 of Section 17, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence North 10.13 Chains; thence West 19.75 Chains; thence South 10.13 Chains; thence East 19.75 Chains to the point of beginning. Area 20 Acres.
2. City is desirous of purchasing the property upon the terms and conditions set forth herein.
3. City will pay, in cash, the sum of \$725,000.00, plus Lewis' costs (approximately \$10,000.00) for the property. Lewis will donate to City the difference between the cash price and the appraised price of the property. The cash sum will be due at closing.
4. The closing will take place on or before February 28, 2007. Possession shall be transferred at the time of closing.
5. The title to the property being conveyed shall be pursuant to a warranty deed and shall be vested in the name of Spanish Fork City.
6. Within 10 days of the date hereof, the parties agree to cooperate to locate a mutually acceptable title insurance company to provide a commitment for standard coverage title insurance in the amount of the purchase price. The policy

shall insure that Lewis shall be the fee simple owner of good and marketable title free and clear of all liens and encumbrances and subject to the standard exceptions as shown on the title policy. Each party shall have 10 days after receipt of the commitment of title insurance and all relevant documents to notify the other in writing of any objections to the title. If no objection is made, all items shall be deemed permitted. If any exceptions to title are made, the other party shall have until closing to cure such exception. If exceptions are unable to be cured, the party so excepting may choose to void this agreement or to proceed with the exceptions. If voided, all obligations of the parties shall cease and this agreement shall be void without further recourse to the parties hereto.

7. City has heretofore investigated the property and determined that it is suitable for his purposes, acknowledging that it is part of an old landfill. City therefore accepts the property "as is."
8. Lewis warrants and represents as follows:
 - A. That no person or entity claiming under, by, or through Lewis has any option or contract to purchase any or all of the property to be sold or any interest therein.
 - B. The property will be free and clear of any mechanics liens resulting from work performed on or with respect to the property prior to such conveyance.
 - C. Lewis has not received written notice from any governmental body claiming any current violations of any hazardous material law, or requiring

compliance with hazardous material law, or demanding payment or contribution for environmental damage or injury to natural resources. For this purpose, hazardous material law means any State or Federal statute applicable to the property relating to the installation, use, storage, release, generation, discharge, disposal, treatment, handling, or transportation of hazardous materials. Lewis does give notice to City that the property is part of an old landfill and, therefore, may have hazardous materials and/or other materials detrimental to the environment buried on site. No warranty or representation is given that the property is suitable for any particular purpose, and in fact, is not suitable for many purposes.

- D. In the event, at any time prior to closing, that any party learns that any of the aforesaid representations and warranties are no longer valid, such party shall immediately notify the other in writing. The party so notified shall then have the option to proceed with this agreement subject to the changed conditions, or to void this agreement and have no further obligation to the other party.
- 9. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superceded hereby. This agreement may only be amended by a written agreement entered into between the parties.
 - 10. Time is of the essence of this agreement. In case either party shall fail to perform the requirements of this agreement, at the time performance is required, the other party may, at its election, terminate the agreement.

11. The obligations of the parties to this agreement shall survive the closing and shall not be merged into or become a part of any of the documents executed and delivered at closing.
12. If any action, suit, or proceeding is brought by a party with respect to a matter governed by this agreement, all costs and expenses of the prevailing party in such action, suit, or proceeding, including reasonable attorneys fees, shall be paid by the non-prevailing party.
13. All risk of loss or damage to the property shall be borne by the seller until possession exchanges.

DATED this ___ day of January, 2007.

SPANISH FORK CITY by:

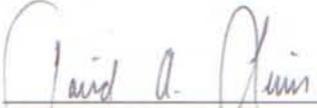


JOEL THOMAS, Mayor

Attest:



KENT R. CLARK, Recorder



DAVID A. LEWIS



REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City) and David A. Lewis (Lewis), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. City is in the process of obtaining a tract of land, which is larger than City needs. If obtained, Lewis is interested in purchasing a five acre portion of that land located at approximately 1600 North 1100 East and more particularly described as follows:

Commencing East 16.5 feet from the Southwest Corner of Section 8, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence South 666.00 feet; thence East 330.00 feet; thence North 660.00 feet; thence West 330.00 feet to the point of beginning.
2. Lewis is desirous of purchasing the property upon the terms and conditions set forth herein.
3. Lewis will pay the sum of \$100,000.00 for the property. The sum will be due at closing.
4. The closing will take place on or before December 31, 2007. Possession shall be transferred at the time of closing.
5. The title to the property being conveyed shall be pursuant to a warranty deed and shall be vested in the name of David A. Lewis.
6. Within 30 days prior to closing, the parties agree to cooperate to locate a mutually acceptable title insurance company to provide a commitment for standard coverage title insurance in the amount of the purchase price. The policy shall

insure that Lewis shall be the fee simple owner of good and marketable title free and clear of all liens and encumbrances and subject to the standard exceptions as shown on the title policy. Each party shall have 10 days after receipt of the commitment of title insurance and all relevant documents to notify the other in writing of any objections to the title. If no objection is made, all items shall be deemed permitted. If any exceptions to title are made, the other party shall have until closing to cure such exception. If exceptions are unable to be cured, the party so excepting may choose to void this agreement or to proceed with the exceptions. If voided, all obligations of the parties shall cease and this agreement shall be void without further recourse to the parties hereto.

7. Lewis has heretofore investigated the property and determined that it is suitable for his purposes, acknowledging that it is part of an old landfill. Lewis therefore accepts the property "as is."
8. City warrants and represents as follows:
 - A. That no person or entity claiming under, by, or through City has any option or contract to purchase any or all of the property to be sold or any interest therein.
 - B. The property will be free and clear of any mechanics liens resulting from work performed on or with respect to the property prior to such conveyance.
 - C. City has not received written notice from any governmental body claiming any current violations of any hazardous material law, or requiring

compliance with hazardous material law, or demanding payment or contribution for environmental damage or injury to natural resources. For this purpose, hazardous material law means any State or Federal statute applicable to the property relating to the installation, use, storage, release, generation, discharge, disposal, treatment, handling, or transportation of hazardous materials. City does give notice to Lewis that the property is part of an old landfill and, therefore, may have hazardous materials and/or other materials detrimental to the environment buried on site. No warranty or representation is given that the property is suitable for any particular purpose, and in fact, is not suitable for many purposes.

- D. In the event, at any time prior to closing, that any party learns that any of the aforesaid representations and warranties are no longer valid, such party shall immediately notify the other in writing. The party so notified shall then have the option to proceed with this agreement subject to the changed conditions, or to void this agreement and have no further obligation to the other party.
- 9. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superceded hereby. This agreement may only be amended by a written agreement entered into between the parties.
 - 10. Time is of the essence of this agreement. In case either party shall fail to perform the requirements of this agreement, at the time performance is required, the other party may, at its election, terminate the agreement.

11. The obligations of the parties to this agreement shall survive the closing and shall not be merged into or become a part of any of the documents executed and delivered at closing.
12. If any action, suit, or proceeding is brought by a party with respect to a matter governed by this agreement, all costs and expenses of the prevailing party in such action, suit, or proceeding, including reasonable attorneys fees, shall be paid by the non-prevailing party.
13. All risk of loss or damage to the property shall be borne by the seller until possession exchanges.
14. This agreement is void if City is unable to obtain the larger parcel of property this parcel is a part of.

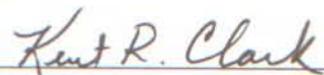
DATED this ___ day of January, 2007.

SPANISH FORK CITY by:

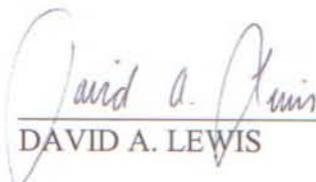


JOE L THOMAS, Mayor

Attest:



KENT R. CLARK, Recorder



DAVID A. LEWIS



ORDINANCE NO. 04-07

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

ORDINANCE 04-07

AN ORDINANCE ADOPTING THE SPANISH FORK NORTH PARK COMMUNITY DEVELOPMENT PROJECT AREA PLAN, AS APPROVED BY THE SPANISH FORK CITY REDEVELOPMENT AGENCY, AS THE OFFICIAL COMMUNITY DEVELOPMENT PROJECT AREA PLAN FOR THE SPANISH FORK NORTH PARK COMMUNITY DEVELOPMENT PROJECT AREA, AND DIRECTING THAT THE NOTICE OF THE ADOPTION BE GIVEN AS REQUIRED BY THE UTAH COMMUNITY DEVELOPMENT AND RENEWAL AGENCIES ACT.

WHEREAS the Spanish Fork City Redevelopment Agency (the “Agency”), having prepared a Draft Community Development Project Area Plan (the “Draft Plan”) for Spanish Fork North Park Community Development Project Area pursuant to Utah Code Annotated (“UCA”) §§ 17C-4-102 & -103, and having held the required public hearing on the Draft Plan on February 20, 2007, pursuant to UCA § 17C-4-102(1)(d), adopted the Draft Plan as the Official Community Development Project Area Plan for Spanish Fork North Park Community Development Project Area (see Agency Resolution No. _____); and

WHEREAS the Utah Community Development and Renewal Agencies Act (the “Act”) mandates that, before a community development project area plan approved by a redevelopment agency under UCA § 17C-4-104 may take effect, it must be adopted by ordinance of the legislative body of the community that created the agency in accordance with UCA § 17C-4-105(1); and

WHEREAS the Act also requires certain notice to be given by the community legislative body upon its adoption of a community development project area plan under UCA § 17C-4-106.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE SPANISH FORK CITY COUNCIL AS FOLLOWS:

1. Spanish Fork City hereby adopts the Draft Plan, as approved by the Agency (Agency Resolution No. _____), as the Official Community Development Project Area Plan for the Spanish Fork North Park Community Development Project Area (the "Official Plan").

2. The City staff is hereby authorized and directed to publish or cause to be published the notice required by UCA § 17C-4-106(1)(a)(i), whereupon the Official Plan shall become effective pursuant to UCA § 17C-4-106(2)(a).

3. Pursuant to UCA § 17C-4-106(4), the Agency may proceed to carry out the Official Plan as soon as it becomes effective.

4. This ordinance shall take effect immediately upon publication and recording.

APPROVED AND ADOPTED this ____ day of February, 2007.

Attest:

JOE L THOMAS, Mayor,

KENT R. CLARK, City Recorder

NEBO SCHOOL DISTRICT & SPANISH FORK CITY
MASTER FACILITY USE
INTERLOCAL COOPERATION AGREEMENT

THIS NEBO SCHOOL DISTRICT & SPANISH FORK CITY - MASTER FACILITY USE INTERLOCAL COOPERATION AGREEMENT (the "Agreement"), is made and entered into by and between the BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT ("School District"), a political subdivision of the State of Utah, of 350 South Main, Spanish Fork, Utah, 84660, and SPANISH FORK CITY ("City"), a political subdivision of the State of Utah, of 40 South Main, Spanish Fork, Utah, 84660.

WITNESSETH

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-101, et seq., public agencies, including political subdivisions of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action; and

WHEREAS, the School District and City, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action in the shared use of the School District's Facilities and the City's Facilities located in Spanish Fork, Utah, in conjunction with the School District's classes, programs, activities, and events; and the City's classes, programs, activities, and events, as described herein; and

WHEREAS, the governing bodies of the School District and the City have by resolution agreed to adopt this Agreement to provide for the joint and cooperative action contained herein.

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

SECTION ONE
EFFECTIVE DATE AND DURATION

This Agreement shall be effective on the date it is signed by the parties, and shall continue for a period of up to fifty (50) years, unless sooner terminated as provided herein.

SECTION TWO
ADMINISTRATIVE ENTITY

The School District and City do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. However, the parties agree to establish a six (6) member Joint Governance Committee (the "Committee") comprised of the following individuals: (a) the Nebo School District Secondary Education Director, or his/her designee; (b) the Nebo School District Operations Director, or his/her designee; (c) the Nebo School District Legal Counsel, or his/her designee; (d) the Spanish Fork City Manager, or his/her designee; (e) the Spanish Fork City Parks & Recreation Director, or his/her designee; and (f) the Spanish Fork City Attorney, or his/her designee. The Nebo School District Secondary Education Director, or his/her designee, and the Spanish Fork City Parks & Recreation Director, or his/her designee, shall be the co-chairs of the Committee. This Committee shall meet as necessary and shall, in addition to any other duties and responsibilities set forth in this Agreement, establish usage guidelines and rules, scheduling procedures, supervision and security, custodial duties, and payment of expenses associated with the Facilities, as described herein, subject to the terms and conditions of this Agreement. Governance of the Committee shall be by majority rule. In the event of a deadlock when there is an even division among the members of

the Committee with respect to a matter concerning this Agreement, and the Committee members are unable to break the deadlock, the Superintendent of the School District and the City Manager shall mutually cast a final vote to break the deadlock.

SECTION THREE
PURPOSE

This Agreement is established for the purpose of sharing the use and maintaining the School District's Facilities and the City's Facilities located in or about Spanish Fork, Utah, in conjunction with the School District's classes, programs, athletic teams, activities, and events, including community school classes and programs; and the City's classes, programs, activities, and events, including city recreation teams and programs, and to set forth the respective duties and responsibilities of the School District and the City in conjunction therewith. Exhibit "A" attached hereto contains a list of the various School District Facilities along with the authorized uses, responsibilities, services and considerations of the City. Exhibit "B" attached hereto contains a list of the various City Facilities along with the authorized uses, responsibilities, services and considerations of the School District.

SECTION FOUR
USE AND SCHEDULING OF FACILITIES

A. School District Facilities: The School District shall have the exclusive use of its buildings, properties, and facilities (the "School District Facilities") during school hours and during school related classes, programs, athletic teams, activities, and events, including community school classes and programs. At other times when the School District Facilities are not being used by the School District, the School District may schedule the use of the School District Facilities for appropriate City classes, programs, activities, and events, including city recreation teams and programs. The City acknowledges and agrees that the School District may allow other individuals and entities to schedule up to six (6) months in advance for use of the School District Facilities in accordance with Nebo School District's School Facility Use Policy #ECF. The specific City classes, programs, activities, and events shall be pre-approved by the Committee to assure that such activities are proper and compatible with the School District Facilities, and in compliance with applicable School District policies, procedures, and directives. All scheduling and access arrangements for the use of the School District Facilities shall be coordinated through the respective school principals or assistant principals. The City may schedule dates and times for the use of the School District Facilities up to one (1) year in advance by using a School District form requesting use of School District Facilities. To the extent legally and reasonably possible, the School District shall give the City second priority in scheduling the use of the School District Facilities (subsequent to the School District who has first priority). However, as with any scheduling of the School District Facilities, whether by the City or other individuals or entities, school related classes, programs, activities, and events will take precedence. Emergency or unforeseen circumstances that require the use of the School District Facilities by the School District, as determined to be in the best interests of the School District, will take precedence over any prior scheduling by the City or any other individuals or entities. In the event the City disagrees with the School District's determination that there is an "emergency or unforeseen circumstance" which has taken precedence over the City's prior scheduled use of the School District Facilities, the City shall attempt to resolve the issue with the School District at the lowest level possible beginning with the school principal and continuing up to the Superintendent of the School District. Use of the School District Facilities by the City shall be in accordance with all the terms, conditions, rules, and regulations set forth in Nebo School District's School Facility Use Policy #ECF, which policy is incorporated fully herein and made a part of this Agreement. The City's use of the School District Facilities shall also be in accordance with the reasonable rules, regulations, and directions imposed by the school administrators and/or custodians. Upon giving reasonable prior notice to the City, the School District may prohibit the use of any of its Facilities in the event the Facility is in need

of maintenance, repair, or restoration; the physical condition of the Facility is unsafe for the intended activity(ies); or for any other reason relating to the condition of the Facility deemed to be in the best interests of the School District as determined in its sole and absolute discretion. In consideration of the services and expenditures provided by the City for the use of the School District Facilities as set forth in Exhibit “A” hereto, there will be no rent charged for the City’s use of the School District Facilities. However, the City shall be responsible to pay any and all costs for the employment of school personnel, such as supervisors, custodians, technicians, and food service workers. The City shall be entitled to use the School District Facilities subject to the following conditions:

1. The City shall comply with all applicable federal, state, and municipal laws, ordinances, and regulations.
2. The City shall not commit or suffer to be committed any destruction or damage, beyond reasonable wear and tear.
3. The City shall not commit or suffer to be committed any public or private nuisance.
4. The City shall maintain the School District Facilities in a reasonably clean and safe condition.

B. City Facilities: The City shall have the exclusive use of its buildings, properties, and facilities (the “City Facilities”) for city related classes, programs, activities, and events, including city recreation teams and programs. At other times when the City Facilities are not being used by the City, the City may schedule the use of the City Facilities for appropriate School District classes, programs, athletic teams, activities, and events, including community school classes and programs. The School District acknowledges and agrees that the City may allow other individuals and entities to generally schedule up to six (6) months in advance for use of the City Facilities in accordance with its policies and procedures. The specific School District classes, programs, athletic teams, activities, and events shall be pre-approved by the Committee to assure that such activities are proper and compatible with the City Facilities, and in compliance with applicable City policies, procedures, and directives. All scheduling and access arrangements for the use of the City Facilities shall be coordinated through the City Parks & Recreation Department. The School District may schedule dates and times for the use of the City Facilities up to one (1) year in advance by using a City form requesting use of City Facilities. To the extent legally and reasonably possible, the City shall give the School District second priority in scheduling the use of the City Facilities (subsequent to the City who has first priority). However, as with any scheduling of the City Facilities, whether by the School District or other individuals or entities, city related programs, activities, and events will take precedence. Emergency or unforeseen circumstances that require the use of the City Facilities by the City, as determined to be in the best interests of the City, will take precedence over any prior scheduling by the School District or any other individuals or entities. In the event the School District disagrees with the City’s determination that there is an “emergency or unforeseen circumstance” which has taken precedence over the School District’s prior scheduled use of the City Facilities, the School District shall attempt to resolve the issue with the City at the lowest level possible beginning with the Spanish Fork City Parks & Recreation Director and continuing up to the City Manager. Use of the City Facilities by the School District shall be in accordance with all the terms, conditions, rules, and regulations set forth in City’s Facility Use Policy, which policy is incorporated fully herein and made a part of this Agreement. The School District’s use of the City Facilities shall also be in accordance with the reasonable rules, regulations, and directions imposed by City supervisors. Upon giving reasonable prior notice to the School District, the City may prohibit the use of any of its Facilities in the event the Facility is in need of maintenance, repair, or restoration; the physical condition of the Facility is unsafe for the intended activity(ies); or for any other reason relating to the condition of the Facility deemed to be in the best interests of the City as determined in its sole and absolute discretion. In consideration of the services and expenditures provided by the School District for the use of the City Facilities as set forth in Exhibit “B” hereto, there will

be no rent charged for the School District's use of the City Facilities. However, the School District shall be responsible to pay any and all costs for the employment of City personnel, such as supervisors, custodians, and technicians. The School District shall be entitled to use the City Facilities subject to the following conditions:

1. The School District shall comply with all applicable federal, state, and municipal laws, ordinances, and regulations.
2. The School District shall not commit or suffer to be committed any destruction or damage, beyond reasonable wear and tear.
3. The School District shall not commit or suffer to be committed any public or private nuisance.
4. The School District shall maintain the City Facilities in a reasonably clean and safe condition.

SECTION FIVE **MANNER OF FINANCING**

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement, and shall follow any applicable rules and regulations adopted by the Committee.

SECTION SIX **CUSTODIAL & MAINTENANCE SERVICES**

A. School District Facilities: The School District shall be responsible to hire and pay for all custodial and maintenance services associated with the operation, maintenance, and repair of the School District Facilities. In addition, the City shall, as necessary and appropriate, provide and pay for custodial and maintenance services as a result of the City's use of the School District Facilities. In the event a City activity or event creates an extraordinary or excessive amount of Facility clean-up which then causes the School District to incur additional custodial and maintenance costs above and beyond normal duties, the City agrees to be responsible to reimburse the School District for said custodial and maintenance costs which are incurred as a direct result of the City's use of the School District Facilities. Such additional custodial and maintenance costs shall be mutually determined by the City Recreation Supervisor or his/her designee and the School District Maintenance Supervisor or his/her designee. In the event the foregoing individuals are unable to mutually agree upon the additional custodial and maintenance costs, the matter shall be presented to the Committee for a decision in accordance with the procedures set forth in Section Two of this Agreement. Any such reimbursement shall be due and payable by the City to the School District within thirty (30) days following receipt of a written invoice therefore.

B. City Facilities: The City shall be responsible to hire and pay for all custodial and maintenance services associated with the operation, maintenance, and repair of the City Facilities. In addition, the School District shall, as necessary and appropriate, provide and pay for custodial and maintenance services as a result of the School District's use of the City Facilities. In the event a School District activity or event creates an extraordinary or excessive amount of Facility clean-up which then causes the City to incur additional custodial and maintenance costs above and beyond normal duties, the School District agrees to be responsible to reimburse the City for said custodial and maintenance costs which are incurred as a direct result of the School District's use of the City Facilities. Such additional custodial and maintenance costs shall be mutually determined by the City Recreation Supervisor or his/her designee and the School District Maintenance

Supervisor or his/her designee. In the event the foregoing individuals are unable to mutually agree upon the additional custodial and maintenance costs, the matter shall be presented to the Committee for a decision in accordance with the procedures set forth in Section Two of this Agreement. Any such reimbursement shall be due and payable by the School District to the City within thirty (30) days following receipt of a written invoice therefore.

SECTION SEVEN
SUPERVISION AND SECURITY

A. School District Facilities: The City shall be responsible to provide and pay for all necessary and appropriate supervision and security during the City's use of the School District Facilities. The persons responsible for such supervision and security shall have undergone and been cleared through a criminal history check by the Utah Bureau of Criminal Identification or other equivalent service.

In the event the School District has any concerns with a specific City supervisor, the School District shall discuss and attempt to resolve said concerns with the City. In the event the concerns cannot be adequately resolved, the School District may request the City to replace the individual with another City supervisor.

B. City Facilities: The School District shall be responsible to provide and pay for all necessary and appropriate supervision and security during the School District's use of the City Facilities. The persons responsible for such supervision and security shall have undergone and been cleared through a criminal history check by the Utah Bureau of Criminal Identification or other equivalent service.

In the event the City has any concerns with a specific School District supervisor, the City shall discuss and attempt to resolve said concerns with the School District. In the event the concerns cannot be adequately resolved, the City may request the School District to replace the individual with another School District supervisor.

SECTION EIGHT
PERSONAL PROPERTY

Each party shall be responsible to provide its own athletic equipment and other personal property (herein referred to as "Personal Property") to be used in conjunction with the use of the other party's Facilities. Each party shall be the owner of its respective items of Personal Property. Each party shall be responsible for any loss, damage, or destruction incurred to its respective items of Personal Property, and to maintain insurance on the same. Unless otherwise authorized in writing by the other party, no Personal Property owned by one party may be left or stored at the other party's Facilities, and in the event such Personal Property is left or stored at the other party's Facilities, the parties hereby acknowledge and agree that the other party shall not be liable for any loss or damage to said Personal Property from whatever cause. The parties further acknowledge and agree that there may be items of Personal Property (i.e., wrestling mats, volleyball nets, etc.) that are jointly owned by the School District and the City. Such jointly owned Personal Property may be used by both parties, and both parties are jointly responsible for its care, maintenance, and repair. In addition, there may be items of Personal Property that are inherently connected with the use of a party's particular facility for which the other party may be authorized to use in connection therewith.

SECTION NINE
ADMINISTRATION OF AGREEMENT

Pursuant to Utah Code Annotated, Section 11-13-101, et seq., the parties hereby agree that the Joint Governance Committee, as set forth in Section Two above, shall be responsible for administering this Agreement. This Agreement does not anticipate nor provide for any organizational changes in the School District or the City.

SECTION TEN
FILING OF AGREEMENT

A copy of this Nebo School District & Spanish Fork City - Master Facility Use Interlocal Cooperation Agreement shall be placed on file in the Office of the City Recorder of the City and with the Business Administrator of the School District and shall remain on file for public inspection during the term of this Agreement.

SECTION ELEVEN
INSURANCE

A. City Insurance: The City shall procure and maintain in force at its expense during the term of this Agreement property damage and public liability insurance providing insurance coverage for the City's use of the School District Facilities. Such insurance shall provide for such coverages, protections, insurable amounts, etc. which would be standard and reasonable for the uses contemplated hereunder, and which are available through the Utah Risk Management Mutual Association ("URMMA").

B. School District Insurance: The School District shall procure and maintain in force at its expense during the term of this Agreement property damage and public liability insurance providing insurance coverage for the School District's use of the City Facilities. Such insurance shall provide for such coverages, protections, insurable amounts, etc. which would be standard and reasonable for the uses contemplated hereunder, and which are available through the State of Utah Risk Management ("State Risk Management").

SECTION TWELVE
NOTICE OF DEFAULT; CORRECTIVE ACTION

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

SECTION THIRTEEN
RIGHTS AND REMEDIES

In the event of any breach hereunder and after the lapse of the cure period as per Section Twelve above, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah in effect. The rights and remedies of the parties hereto shall not be mutually exclusive, but shall be cumulative in all effects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

SECTION FOURTEEN
LIABILITY FOR INJURY, LOSS, OR DAMAGE

A. City Use: The City shall, subject to the limits and caps set forth in the Governmental Immunity Act of Utah, indemnify and hold harmless the School District for any death, personal injury, loss, or damage of any kind to persons or personal property arising out of the City's use of the School District Facilities.

B. School District Use: The School District shall, subject to the limits and caps set forth in the Governmental Immunity Act of Utah, indemnify and hold harmless the City for any death personal injury, loss, or damage of any kind to persons or personal property arising out of the School District's use of the City Facilities.

SECTION FIFTEEN
DAMAGE OR DESTRUCTION

A. City Use: If the School District Facilities are in any way damaged or destroyed as a result of the use thereof by the City, the City shall indemnify the School District for all necessary repair, reconstruction, and restoration costs and expenses.

B. School District Use: If the City Facilities are in any way damaged or destroyed as a result of the use thereof by the School District, the School District shall indemnify the City for all necessary repair, reconstruction, and restoration costs and expenses.

SECTION SIXTEEN
GOVERNING LAW, JURISDICTION, AND VENUE

All questions with respect to the construction of this Agreement and all rights and liability of the parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Utah County, State of Utah.

SECTION SEVENTEEN
COSTS OF ENFORCEMENT

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party's costs (including, but not limited to, court fees and expert witness costs) and attorneys' fees associated with the enforcement of this Agreement.

SECTION EIGHTEEN
NOTICE

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, registered or certified mail, in the United States mail addressed to a party at the address given above. In the case of the School District, notice shall be mailed to the attention of the Superintendent at the above address. In the case of the City, notice shall be mailed to the attention of the City Manager at the above address. Either party may notify the other to designate a different address for mailing.

SECTION NINETEEN
ANNUAL REVIEW

The Committee set forth in Section Two shall meet annually to review this Agreement. The Committee shall specifically review and assess the usage of the School District Facilities and the City

Facilities and the considerations given in exchange therefore as set forth in Exhibits “A” and “B” hereto. The objective of the Committee during their annual review is to make any necessary revisions or amendments to Exhibits “A” and “B” of this Agreement in order to achieve an acceptable level of “fundamental fairness” between the parties for the use of their respective Facilities.

SECTION TWENTY
TERMINATION

Either party may terminate this Agreement at any time and for any or no reason by giving the other party at least one (1) year prior written notice of the same.

SECTION TWENTY-ONE
ACCEPTANCE OF FACILITY CONDITION

A. City Acceptance: With the exception of latent defects (i.e., a hidden or concealed defect which could not be discovered by reasonable and customary inspection), the City shall take the School District Facilities in their “AS IS” condition. Prior to using any School District Facilities, the City shall be responsible to inspect the same and determine, in its sole and absolute discretion, whether or not to proceed with the scheduled class, program, activity, or event. Any City class, program, activity, or event conducted on School District Facilities shall be at the City’s sole responsibility and assumed risk. The City should report any discovered defects or unsafe conditions associated with the School Facilities to the (School District’s Maintenance Supervisor) school principal or assistant principal, but such reporting does not absolve responsibility or liability of the City in conjunction with its use of the School District Facilities.

B. School District Acceptance: With the exception of latent defects (i.e., a hidden or concealed defect which could not be discovered by reasonable and customary inspection), the School District shall take the City Facilities in their “AS IS” condition. Prior to using any City Facilities, the School District shall be responsible to inspect the same and determine, in its sole and absolute discretion, whether or not to proceed with the scheduled class, program, activity, or event. Any School District class, program, activity, or event conducted on City Facilities shall be at the School District’s sole responsibility and assumed risk. The School District should report any discovered defects or unsafe conditions associated with the City Facilities to the City Parks & Recreation Department, but such reporting does not absolve responsibility or liability of the School District in conjunction with its use of the City Facilities.

SECTION TWENTY-TWO
RESPONSIBILITY AND INDEMNIFICATION

A. City Indemnification: Except for latent defects as described in Section Twenty-One above, the City shall, subject to the limits and caps set forth in the Governmental Immunity Act of Utah, be fully responsible, legally, financially, and otherwise, for all matters relating to the City’s classes, programs, activities, and events, including city recreation teams and programs, while being conducted on School District Facilities. Accordingly, subject to the limits and caps set forth in the Governmental Immunity Act of Utah, the City shall hold harmless, defend, and indemnify the School District from and against any and all losses, damages, injuries, claims, demands, and expenses (including, but not limited to, court costs and attorneys’ fees) arising out the City’s use of the School District Facilities.

B. School District Indemnification: Except for latent defects as described in Section Twenty-One above, the School District shall, subject to the limits and caps set forth in the Governmental Immunity Act of Utah, be fully responsible, legally, financially, and otherwise, for all matters relating to the School District’s classes, programs, athletic teams, activities, and events, including community school classes and programs, while being conducted on City Facilities. Accordingly, subject to the limits and caps set forth in

the Governmental Immunity Act of Utah, the School District shall hold harmless, defend, and indemnify the City from and against any and all losses, damages, injuries, claims, demands, and expenses (including, but not limited to, court costs and attorneys' fees) arising out the School District's use of the City Facilities. These indemnities shall continue in full force and effect notwithstanding the termination of this Agreement.

SECTION TWENTY-THREE
GENERAL PROVISIONS

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

B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superceded hereby.

C. Amendments. This Agreement may be modified only by a writing signed by each of the parties hereto.

D. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.

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

F. Exhibits. The following Exhibits attached hereto, and any Exhibits subsequently attached hereto from time to time, shall be considered to be binding upon all parties.

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

H. Gender and Number. The singular number include the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires.

I. Waiver or Forbearance. No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

J. No Partnership, Joint Venture, or Third Party Rights. Except as specifically set forth herein, nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.

K. No Waiver of Governmental Immunity. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act of Utah.

L. Effect on Previous Contracts and Interlocal Cooperation Agreements. This Agreement shall not supercede any previous Contracts and/or Interlocal Cooperation Agreements entered into between the School District and the City regarding the shared use of School District Facilities or City Facilities. This Agreement shall have the effect of supplementing and clarifying the parties' respective roles, duties, and responsibilities in relation to each other with the shared use of School District Facilities and City Facilities that may be specifically addressed in previous Contracts and/or Interlocal Cooperation Agreements. The parties hereby acknowledge and agree that the following Contracts and/or Interlocal Agreements are currently in effect as of the date of this Agreement which concern the Facilities of the School District and the City:

1. Contract - Tennis Courts (Spanish Fork City - Sports Park), dated July 2000 (see attached copy of Contract).
2. Swimming Pool Contract (Spanish Fork High School), dated September 20, 1995 (see attached copy of Contract).
3. Technology Building Interlocal Cooperation Agreement (Spanish Fork City - Technology Building), dated August 23, 2000; and Addendum to Technology Building Interlocal Cooperation Agreement, dated October 3, 2000 (see attached copy of Agreement and Addendum).

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties have signed and executed this Nebo School District & Spanish Fork City - Master Facility Use Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____ day of February, 2007.

SPANISH FORK CITY

By: _____
JOE L THOMAS, Mayor

ATTEST:

By: _____
KENT R. CLARK, City Recorder

**APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:**

S. JUNIOR BAKER,
Spanish Fork City Attorney

DATED this ____ day of February, 2007.

**BOARD OF EDUCATION OF
NEBO SCHOOL DISTRICT**

By: _____
R. DEAN ROWLEY, Board President

ATTEST:

By: _____
TRACY D OLSEN, Business Administrator

**APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:**

REED B. PARK,
Nebo School District Legal Counsel

EXHIBIT "A"

CITY USE OF SCHOOL DISTRICT FACILITIES

SPANISH FORK HIGH SCHOOL

FACILITY	AUTHORIZED USES
Auditorium	Fiesta Days Patriotic Program. Fiesta Days Community Theater. Miss Spanish Fork Pageant. Reasonable use for Spanish Fork City Arts Council activities and events, <u>as specifically approved in writing by the City and the School District.</u>
Auxiliary Gymnasiums	Adult basketball and volleyball leagues; youth basketball leagues and camps; youth baseball and softball team selections; youth wrestling matches and tournaments; youth volleyball camps; and special events.
Cafeteria	Youth baseball and softball coaches meetings.
Community School Offices & Storage Room	City Recreation Offices.
Classrooms	Youth and adult sport coaches meetings (primarily classrooms C-10 and C-11).
Dance Studio	Youth and adult baseball and softball umpire training meetings.
Football Field	Youth Hershey Track and Field meets; and summer youth track team.
Main Gymnasium	Adult basketball leagues; youth basketball leagues and camps; youth baseball and softball team selections; youth wrestling matches and tournaments; and special events.
Soccer Fields	Occasional youth soccer games.
Track	Youth Hershey Track and Field meets and summer youth track team.
Wrestling Room	Youth wrestling practices and matches; and summer registration (2 days).
Parking Lots	Parking for all City sponsored activities and events.

SPANISH FORK JUNIOR HIGH SCHOOL

FACILITY	AUTHORIZED USES
Main Gymnasiums (2)	Youth basketball games and practices; open gym nights (Monday evenings during the winter); occasional adult volleyball games and practices; and dodge ball tournament (Thanksgiving).
Football Field	Youth tackle football league games and practices.
Playing Fields	Youth sports teams practice areas (i.e., soccer, baseball, softball, and football).
Wrestling Room	Youth & intermediate wrestling matches and practices.
Parking Lots	Parking for all City sponsored activities and events.

SPANISH FORK MIDDLE SCHOOL / DIAMOND FORK JUNIOR HIGH SCHOOL

FACILITY	AUTHORIZED USES
Gymnasiums (2)	Adult basketball games; youth basketball games and practices; adult volleyball games; and youth volleyball clinics and games.
Playing Fields	Youth soccer games and practices; and youth football practices;
Cafeteria	Pictures for youth sport teams.
Parking Lots	Parking for all City sponsored activities and events.

LANDMARK HIGH SCHOOL

FACILITY	AUTHORIZED USES
Gymnasium	Occasional adult basketball games; and youth basketball games and practices.
Parking Lots	Parking for all City sponsored activities and events.

BROCKBANK ELEMENTARY SCHOOL

FACILITY	AUTHORIZED USES
Gymnasium	Youth basketball clinics, games, and practices.
Playing Fields	Youth baseball, softball, soccer, and football practices.
Parking Lots	Parking for all City sponsored activities and events.

CANYON ELEMENTARY SCHOOL

FACILITY	AUTHORIZED USES
Gymnasium	Youth basketball clinics, games, and practices.
Playing Fields	Youth baseball, softball, soccer, and football practices.
Playground	Use as a city water retention basin in addition to the city property which is located on the east portion of the playground.
Parking Lots	Parking for all City sponsored activities and events.

EAST MEADOWS ELEMENTARY SCHOOL	
FACILITY	AUTHORIZED USES
Gymnasium	Youth basketball clinics, games, and practices.
Playing Fields	Youth baseball, softball, soccer, and football practices.
Parking Lots	Parking for all City sponsored activities and events.
LARSON ELEMENTARY SCHOOL	
FACILITY	AUTHORIZED USES
Gymnasium	Youth basketball clinics, games, and practices.
Playing Fields	Youth baseball, softball, soccer, and football practices.
Parking Lots	Parking for all City sponsored activities and events.
PARK ELEMENTARY SCHOOL	
FACILITY	AUTHORIZED USES
Gymnasium	Youth basketball clinics, games, and practices.
Playing Fields	Youth baseball, softball, soccer, and football practices.
Parking Lots	Parking for all City sponsored activities and events.
REES ELEMENTARY SCHOOL	
FACILITY	AUTHORIZED USES
Gymnasium	Youth basketball clinics, games, and practices.
Playing Fields	Youth baseball, softball, soccer, and football practices.
Parking Lots	Parking for all City sponsored activities and events.
RIVERVIEW ELEMENTARY SCHOOL	
FACILITY	AUTHORIZED USES
Gymnasium	Youth basketball clinics, games, and practices (Future).
Playing Fields	Youth baseball, softball, soccer, and football practices (Future).
Parking Lots	Parking for all City sponsored activities and events.
SPANISH OAKS ELEMENTARY SCHOOL	
FACILITY	AUTHORIZED USES
Gymnasium	Youth basketball clinics, games, and practices.
Playing Fields	Youth baseball, softball, soccer, and football practices.
Playground	Use as city water retention basin in addition to the city property which is located on the southwest portion of the playground.
Parking Lots	Parking for all City sponsored activities and events.
CITY CONSIDERATIONS	
<ul style="list-style-type: none"> • Pay one-half (½) the costs for additional items that are used by both the City and the School District (i.e., score boards, wrestling mats, rims, backboards, volleyball equipment, nets, soccer goals, etc.). • Pay for all office equipment (i.e., computer, printer, desks, filing cabinets, etc.) for the City Recreation/Community School offices. • Pay for all secondary pressurized irrigation water assessments and fees for the football field, practice field, and soccer fields at Spanish Fork High School. • Pay for all secondary pressurized irrigation water assessments and fees for the playing fields at Spanish Fork Junior High School. • Pay for all secondary pressurized irrigation water assessments and fees for the playing fields at Spanish Fork Middle School / Diamond Fork Junior High School. • Pay for all secondary pressurized irrigation water assessments and fees for the playing fields at Larsen Elementary School. • Pay for all culinary water assessments and fees at Larsen Elementary School. • Assist the School District with football field maintenance, including, but not limited to, aerating, spraying, mowing, and field preparation during the Spanish Fork High School football team season and at other times as requested. • Provide labor and organization of all Hershey Track and Field meets. • Coordinates and compiles information for the Nebo School District / Spanish Fork City Activity Guides for Fall, Winter, and Spring/Summer. • Pay for the costs on all scoreboard repairs (i.e., lights, cords, controls, and Nevco equipment) at Spanish Fork High School, Spanish Fork Junior High School, and Spanish Fork Middle School / Diamond Fork Junior High School. • School District use of City Facilities. • General good faith cooperation and considerations to the School District. 	

EXHIBIT "B"

NEBO SCHOOL DISTRICT USE OF CITY FACILITIES

RUSSELL SWENSON MEMORIAL PARK

FACILITY	AUTHORIZED USES
Baseball Fields	Spanish Fork High School baseball teams for practices and games.
Storage Facilities	Spanish Fork High School baseball teams to store athletic equipment.
Batting Cages	Spanish Fork High School baseball teams for practices.
Parking Lots	Parking for all School District sponsored activities and events.

SPORTS PARK

FACILITY	AUTHORIZED USES
Softball Fields	Spanish Fork High School softball teams for practices and games.
Storage Facilities	Spanish Fork High School athletic teams to store athletic equipment.
Batting Cages	Spanish Fork High School athletic teams for practices.
Pavilions	Spanish Fork High School and Maple Mountain High School (future) athletic teams for banquets or other special functions.
Tennis Courts	Spanish Fork High School, Spanish Fork Junior High School, and Diamond Fork Junior High School boy's and girl's tennis teams for games and practices. <i>Also governed by a separate Contract dated July, 2000.</i>
Baseball Fields	Spanish Fork High School and Maple Mountain High School (future) baseball teams for practices and games.
Parking Lots	Parking for all School District sponsored activities and events.

SPANISH OAKS GOLF COURSE

FACILITY	AUTHORIZED USES
Golf Course	Spanish Fork High School, Maple Mountain High School (future), Spanish Fork Junior High School, and Diamond Fork Junior High School (future) golf teams for practices and matches. <i>Also governed by the Memo, dated December 1, 2004, executed by the Golf Professionals from East Bay, Spanish Oaks, Gladstan, Hobble Creek, and Cascade Golf Courses.</i>
Parking Lots	Parking for all School District sponsored activities and events.

HIGH CHAPARELL

FACILITY	AUTHORIZED USES
Meeting Rooms	Spanish Fork High School athletic teams for banquets or other special functions.
Parking Lots	Parking for all School District sponsored activities and events.

INDOOR TENNIS COURTS

FACILITY	AUTHORIZED USES
Tennis Courts	Spanish Fork High School, Maple Mountain High School (future), Spanish Fork Junior High School, and Diamond Fork Junior High School (future) physical education classes and boy's and girl's tennis teams for practices and games.
Parking Lots	Parking for all School District sponsored activities and events.

SWIMMING POOL

FACILITY	AUTHORIZED USES
Swimming Pool	Spanish Fork High School swim team for off-season practices. Spanish Fork High School physical education classes and swim team during school hours. <i>Also governed by a separate Contract dated September 20, 1995.</i>

TECHNOLOGY BUILDING

FACILITY	AUTHORIZED USES
Studio	Nebo Education Television channel. HVAC System. <i>Also governed by a separate Technology Building Interlocal Cooperation Agreement dated September 5, 2000.</i>

EAST PARK / SKATE BOARD PARK

FACILITY	AUTHORIZED USES
Grass Area	Cross-country course for practices and events for school teams from Spanish Fork High School, Maple Mountain High School (future), Spanish Fork Junior High School, and Diamond Fork Junior High School (future).
Parking Lots	Parking for all School District sponsored activities and events.

CITY PARKS

FACILITY	AUTHORIZED USES
City Pavilions	Reasonable use for School District activities and events, <u>as specifically approved in writing by the School District and the City.</u>
Parking Lots	Parking for all School District sponsored activities and events.

CANYON ELEMENTARY SCHOOL

FACILITY	AUTHORIZED USES
City Water Retention Basin	Elementary school playground for recess and school activities on city property located in the east portion of school playground.

SPANISH OAKS ELEMENTARY SCHOOL

FACILITY	AUTHORIZED USES
City Water Retention Basin	Elementary school playground for recess and school activities on city property located in the southwest portion of school playground.

NEBO SCHOOL DISTRICT CONSIDERATIONS

- Pay one-half (½) the costs for additional items that are used by both the School District and the City (i.e., score boards, wrestling mats, rims, backboards, volleyball equipment, nets, soccer goals, etc.).
- Pay for one (1) telephone line at the City Recreation/Community School offices.
- Provide timers and scorekeepers for the Hershey Track and Field meets.
- Printing and mailing of Nebo School District / Spanish Fork City Activity Guides for Fall, Winter, and Spring/Summer.
- City use of School District Facilities.
- General good faith cooperation and considerations to the City.

AMERICAN LEADERSHIP ACADEMY & SPANISH FORK CITY MASTER FACILITY USE AGREEMENT

THIS AMERICAN LEADERSHIP ACADEMY & SPANISH FORK CITY - MASTER FACILITY USE AGREEMENT (the "Agreement"), is made and entered into by and between the BOARD OF DIRECTORS OF AMERICAN LEADERSHIP ACADEMY, a Utah Charter School ("School"), of 864 West 1100 South, Spanish Fork, Utah, 84660, and SPANISH FORK CITY ("City"), a political subdivision of the State of Utah, of 40 South Main, Spanish Fork, Utah, 84660.

WITNESSETH

WHEREAS, the School and City, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for the shared use of the School's Facilities and the City's Facilities located in Spanish Fork, Utah, in conjunction with the School's classes, programs, activities, and events; and the City's classes, programs, activities, and events, as described herein; and

WHEREAS, the governing bodies of the School and the City have by resolution agreed to adopt this Agreement to provide for the joint and cooperative action contained herein.

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

SECTION ONE **EFFECTIVE DATE AND DURATION**

This Agreement shall be effective on the date it is signed by the parties, and shall continue for a period of four (4) years, unless sooner terminated as provided herein. This agreement shall automatically renew for five (5) additional four year terms unless sooner terminated as provided herein.

SECTION TWO **ADMINISTRATIVE ENTITY**

The parties agree to establish a six (6) member Joint Governance Committee (the "Committee") comprised of the following individuals: (a) the School's chair of the Board of Directors, or his/her designee; (b) the School's Operations Director, or his/her designee; (c) the School's Legal Counsel, or his/her designee; (d) the Spanish Fork City Manager, or his/her designee; (e) the Spanish Fork City Parks & Recreation Director, or his/her designee; and (f) the Spanish Fork City Attorney, or his/her designee. The School's Operations Director, or his/her designee, and the Spanish Fork City Parks & Recreation Director, or his/her designee, shall be the co-chairs of the Committee. This Committee shall meet as necessary and shall, in addition to any other duties and responsibilities set forth in this Agreement, establish usage guidelines and rules, scheduling procedures, supervision and security, custodial duties, and payment of expenses associated with the Facilities, as described herein, subject to the terms and conditions of this Agreement. Governance of the Committee shall be by majority rule. In the event of a deadlock when there is an even division among the members of the Committee with respect to a matter concerning this Agreement, and the Committee members are unable to break the deadlock, the School's chair of the Board of Directors and the City Manager shall mutually cast a final vote to break the deadlock.

SECTION THREE **PURPOSE**

This Agreement is established for the purpose of sharing the use and maintaining the School's Facilities and the City's Facilities located in or about Spanish Fork, Utah, in conjunction with the School's classes, programs, athletic teams, activities, and events, and the City's classes, programs, activities, and events, including city recreation teams and programs, and to set forth the respective duties and responsibilities of the School and the City in conjunction therewith. Exhibit "A" attached hereto contains a list of the various School Facilities along with the authorized uses, responsibilities, services and considerations of the City. Exhibit "B" attached hereto contains a list of the various City Facilities along with the authorized uses, responsibilities, services and considerations of the School.

SECTION FOUR **USE AND SCHEDULING OF FACILITIES**

A. School Facilities: The School shall have the exclusive use of its buildings, properties, and facilities (the "School Facilities") during school hours and during school related classes, programs, athletic teams, activities, and events, including community school classes and programs. At other times when the School Facilities are not being used by the School, the School may schedule the use of the School Facilities for appropriate City classes, programs, activities, and events, including city recreation teams and programs. The City acknowledges and agrees that the School may allow other individuals and entities to schedule up to six (6) months in advance for use of the School Facilities in accordance with School's Facility Use Policy. The specific City classes, programs, activities, and events shall be pre-approved by the Committee to assure that such activities are proper and compatible with the School Facilities, and in compliance with applicable School policies, procedures, and directives. All scheduling and access arrangements for the use of the School Facilities shall be coordinated through the respective school principals or assistant principals. The City may schedule dates and times for the use of the School Facilities up to one (1) year in advance by using a School form requesting use of School Facilities. To the extent legally and reasonably possible, the School shall give the City second priority in scheduling the use of the School Facilities (subsequent to the School who has first priority). However, as with any scheduling of the School Facilities, whether by the City or other individuals or entities, school related classes, programs, activities, and events will take precedence. Emergency or unforeseen circumstances that require the use of the School Facilities by the School, as determined to be in the best interests of the School, will take precedence over any prior scheduling by the City or any other individuals or entities. In the event the City disagrees with the School's determination that there is an "emergency or unforeseen circumstance" which has taken precedence over the City's prior scheduled use of the School Facilities, the City shall attempt to resolve the issue with the School at the lowest level possible beginning with the school principal and continuing up to the chair School Board of Directors. Use of the School Facilities by the City shall be in accordance with all the terms, conditions, rules, and regulations set forth in School's Facility Use Policy, which policy is incorporated fully herein and made a part of this Agreement. The City's use of the School Facilities shall also be in accordance with the reasonable rules, regulations, and directions imposed by the school administrators and/or custodians. Upon giving reasonable prior notice to the City, the School may prohibit the use of any of its Facilities in the event the Facility is in need of maintenance, repair, or restoration; the physical condition of the Facility is unsafe for the intended activity(ies); or for any other reason relating to the condition of the Facility deemed to be in the best interests of the School as determined in its sole and absolute discretion. In consideration of the services and expenditures provided by the City for the use of the School Facilities as set forth in Exhibit "A" hereto, there will be no rent charged for the City's use of the School Facilities. However, the City shall be responsible to pay any and all costs for the employment of school personnel, such as supervisors, custodians, technicians, and food service workers. The City shall be entitled to use the School Facilities subject to the following conditions:

- 1.** The City shall comply with all applicable federal, state, and municipal laws, ordinances, and regulations.

2. The City shall not commit or suffer to be committed any destruction or damage, beyond reasonable wear and tear.

3. The City shall not commit or suffer to be committed any public or private nuisance.

4. The City shall maintain the School Facilities in a reasonably clean and safe condition.

B. City Facilities: The City shall have the exclusive use of its buildings, properties, and facilities (the “City Facilities”) for city related classes, programs, activities, and events, including city recreation teams and programs. At other times when the City Facilities are not being used by the City, the City may schedule the use of the City Facilities for appropriate School classes, programs, athletic teams, activities, and events. The School acknowledges and agrees that the City may allow other individuals and entities to generally schedule up to six (6) months in advance for use of the City Facilities in accordance with its policies and procedures. The specific School classes, programs, athletic teams, activities, and events shall be pre-approved by the Committee to assure that such activities are proper and compatible with the City Facilities, and in compliance with applicable City policies, procedures, and directives. All scheduling and access arrangements for the use of the City Facilities shall be coordinated through the City Parks & Recreation Department. The School may schedule dates and times for the use of the City Facilities up to one (1) year in advance by using a City form requesting use of City Facilities. To the extent legally and reasonably possible, the City shall give the School third priority in scheduling the use of the City Facilities (subsequent to the City who has first priority and Nebo School District, who has second priority). However, as with any scheduling of the City Facilities, whether by the School or other individuals or entities, city related programs, activities, and events will take precedence. Emergency or unforeseen circumstances that require the use of the City Facilities by the City, as determined to be in the best interests of the City, will take precedence over any prior scheduling by the School or any other individuals or entities. In the event the School disagrees with the City’s determination that there is an “emergency or unforeseen circumstance” which has taken precedence over the School’s prior scheduled use of the City Facilities, the School shall attempt to resolve the issue with the City at the lowest level possible beginning with the Spanish Fork City Parks & Recreation Director and continuing up to the City Manager. Use of the City Facilities by the School shall be in accordance with all the terms, conditions, rules, and regulations set forth in City’s Facility Use Policy, which policy is incorporated fully herein and made a part of this Agreement. The School’s use of the City Facilities shall also be in accordance with the reasonable rules, regulations, and directions imposed by City supervisors. Upon giving reasonable prior notice to the School, the City may prohibit the use of any of its Facilities in the event the Facility is in need of maintenance, repair, or restoration; the physical condition of the Facility is unsafe for the intended activity(ies); or for any other reason relating to the condition of the Facility deemed to be in the best interests of the City as determined in its sole and absolute discretion. In consideration of the services and expenditures provided by the School for the use of the City Facilities as set forth in Exhibit “B” hereto, there will be no rent charged for the School’s use of the City Facilities. However, the School shall be responsible to pay any and all costs for the employment of City personnel, such as supervisors, custodians, and technicians. The School shall be entitled to use the City Facilities subject to the following conditions:

1. The School shall comply with all applicable federal, state, and municipal laws, ordinances, and regulations.

2. The School shall not commit or suffer to be committed any destruction or damage, beyond reasonable wear and tear.

3. The School shall not commit or suffer to be committed any public or private nuisance.

4. The School shall maintain the City Facilities in a reasonably clean and safe condition.

SECTION FIVE
MANNER OF FINANCING

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement, and shall follow any applicable rules and regulations adopted by the Committee.

SECTION SIX
CUSTODIAL & MAINTENANCE SERVICES

A. School Facilities: The School shall be responsible to hire and pay for all custodial and maintenance services associated with the operation, maintenance, and repair of the School Facilities. In addition, the City shall, as necessary and appropriate, provide and pay for custodial and maintenance services as a result of the City's use of the School Facilities. In the event a City activity or event creates an extraordinary or excessive amount of Facility clean-up which then causes the School to incur additional custodial and maintenance costs above and beyond normal duties, the City agrees to be responsible to reimburse the School for said custodial and maintenance costs which are incurred as a direct result of the City's use of the School Facilities. Such additional custodial and maintenance costs shall be mutually determined by the City Recreation Supervisor or his/her designee and the School Maintenance Supervisor or his/her designee. In the event the foregoing individuals are unable to mutually agree upon the additional custodial and maintenance costs, the matter shall be presented to the Committee for a decision in accordance with the procedures set forth in Section Two of this Agreement. Any such reimbursement shall be due and payable by the City to the School within thirty (30) days following receipt of a written invoice therefore.

B. City Facilities: The City shall be responsible to hire and pay for all custodial and maintenance services associated with the operation, maintenance, and repair of the City Facilities. In addition, the School shall, as necessary and appropriate, provide and pay for custodial and maintenance services as a result of the School's use of the City Facilities. In the event a School activity or event creates an extraordinary or excessive amount of Facility clean-up which then causes the City to incur additional custodial and maintenance costs above and beyond normal duties, the School agrees to be responsible to reimburse the City for said custodial and maintenance costs which are incurred as a direct result of the School's use of the City Facilities. Such additional custodial and maintenance costs shall be mutually determined by the City Recreation Supervisor or his/her designee and the School Maintenance Supervisor or his/her designee. In the event the foregoing individuals are unable to mutually agree upon the additional custodial and maintenance costs, the matter shall be presented to the Committee for a decision in accordance with the procedures set forth in Section Two of this Agreement. Any such reimbursement shall be due and payable by the School to the City within thirty (30) days following receipt of a written invoice therefore.

SECTION SEVEN
SUPERVISION AND SECURITY

A. School Facilities: The City shall be responsible to provide and pay for all necessary and appropriate supervision and security during the City's use of the School Facilities. The persons responsible for such supervision and security shall have undergone and been cleared through a criminal history check by the Utah Bureau of Criminal Identification or other equivalent service.

In the event the School has any concerns with a specific City supervisor, the School shall discuss and attempt to resolve said concerns with the City. In the event the concerns cannot be adequately resolved, the School may request the City to replace the individual with another City supervisor.

B. City Facilities: The School shall be responsible to provide and pay for all necessary and appropriate supervision and security during the School’s use of the City Facilities. The persons responsible for such supervision and security shall have undergone and been cleared through a criminal history check by the Utah Bureau of Criminal Identification or other equivalent service.

In the event the City has any concerns with a specific School supervisor, the City shall discuss and attempt to resolve said concerns with the School. In the event the concerns cannot be adequately resolved, the City may request the School to replace the individual with another School supervisor.

SECTION EIGHT
PERSONAL PROPERTY

Each party shall be responsible to provide its own athletic equipment and other personal property (herein referred to as “Personal Property”) to be used in conjunction with the use of the other party’s Facilities. Each party shall be the owner of its respective items of Personal Property. Each party shall be responsible for any loss, damage, or destruction incurred to its respective items of Personal Property, and to maintain insurance on the same. Unless otherwise authorized in writing by the other party, no Personal Property owned by one party may be left or stored at the other party’s Facilities, and in the event such Personal Property is left or stored at the other party’s Facilities, the parties hereby acknowledge and agree that the other party shall not be liable for any loss or damage to said Personal Property from whatever cause. The parties acknowledge there may be items of Personal Property that are inherently connected with the use of a party’s particular facility for which the other party may be authorized to use in connection therewith.

SECTION NINE
ADMINISTRATION OF AGREEMENT

Pursuant to Utah Code Annotated, §11-13-101, et seq., the parties hereby agree that the Joint Governance Committee, as set forth in Section Two above, shall be responsible for administering this Agreement. This Agreement does not anticipate nor provide for any organizational changes in the School or the City.

SECTION TEN
FILING OF AGREEMENT

A copy of this American Leadership Academy & Spanish Fork City - Master Facility Use Agreement shall be placed on file in the Office of the City Recorder of the City and with the Business Administrator of the School and shall remain on file for public inspection during the term of this Agreement.

SECTION ELEVEN
INSURANCE

A. City Insurance: The City shall procure and maintain in force at its expense during the term of this Agreement property damage and public liability insurance providing insurance coverage for the City’s use of the School Facilities. Such insurance shall provide for such coverages, protections, insurable amounts, etc. which would be standard and reasonable for the uses contemplated hereunder, and which are available through the Utah Risk Management Mutual Association (“URMMA”).

B. School Insurance: The School shall procure and maintain in force at its expense during the term of this Agreement property damage and public liability insurance providing insurance coverage for the School’s use of the City Facilities. Such insurance shall provide for such coverages, protections, insurable

amounts, etc. which would be standard and reasonable for the uses contemplated hereunder, and which are available through the State of Utah Risk Management (“State Risk Management”).

SECTION TWELVE
NOTICE OF DEFAULT; CORRECTIVE ACTION

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

SECTION THIRTEEN
RIGHTS AND REMEDIES

In the event of any breach hereunder and after the lapse of the cure period as per Section Twelve above, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah in effect. The rights and remedies of the parties hereto shall not be mutually exclusive, but shall be cumulative in all effects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

SECTION FOURTEEN
LIABILITY FOR INJURY, LOSS, OR DAMAGE

- A. City Use:** The City shall, subject to the limits and caps set forth in the Governmental Immunity Act of Utah, hold harmless the School for any death, personal injury, loss, or damage of any kind to persons or personal property arising out of the City’s use of the School Facilities.
- B. School District Use:** The School shall, subject to the limits and caps set forth in the Governmental Immunity Act of Utah, hold harmless the City for any death personal injury, loss, or damage of any kind to persons or personal property arising out of the School District’s use of the City Facilities.

SECTION FIFTEEN
DAMAGE OR DESTRUCTION

- A. City Use:** If the School Facilities are in any way damaged or destroyed as a result of the use thereof by the City, the City shall hold harmless the School for all necessary repair, reconstruction, and restoration costs and expenses.
- B. School Use:** If the City Facilities are in any way damaged or destroyed as a result of the use thereof by the School, the School shall hold harmless the City for all necessary repair, reconstruction, and restoration costs and expenses.

SECTION SIXTEEN
GOVERNING LAW, JURISDICTION, AND VENUE

All questions with respect to the construction of this Agreement and all rights and liability of the parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Utah County, State of Utah.

SECTION SEVENTEEN
COSTS OF ENFORCEMENT

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party's costs (including, but not limited to, court fees and expert witness costs) and attorneys' fees associated with the enforcement of this Agreement.

SECTION EIGHTEEN
NOTICE

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, registered or certified mail, in the United States mail addressed to a party at the address given above. In the case of the School, notice shall be mailed to the attention of the chair, Board of Directors, at the above address. In the case of the City, notice shall be mailed to the attention of the City Manager at the above address. Either party may notify the other to designate a different address for mailing.

SECTION NINETEEN
ANNUAL REVIEW

The Committee set forth in Section Two shall meet annually to review this Agreement. The Committee shall specifically review and assess the usage of the School Facilities and the City Facilities and the considerations given in exchange therefore as set forth in Exhibits "A" and "B" hereto. The objective of the Committee during their annual review is to make any necessary revisions or amendments to Exhibits "A" and "B" of this Agreement in order to achieve an acceptable level of "fundamental fairness" between the parties for the use of their respective Facilities.

SECTION TWENTY
TERMINATION

Either party may terminate this Agreement at any time and for any or no reason by giving the other party at least one (1) year prior written notice of the same.

SECTION TWENTY-ONE
ACCEPTANCE OF FACILITY CONDITION

A. City Acceptance: With the exception of latent defects (i.e., a hidden or concealed defect which could not be discovered by reasonable and customary inspection), the City shall take the School Facilities in their "AS IS" condition. Prior to using any School Facilities, the City shall be responsible to inspect the same and determine, in its sole and absolute discretion, whether or not to proceed with the scheduled class, program, activity, or event. Any City class, program, activity, or event conducted on School Facilities shall be at the City's sole responsibility and assumed risk. The City should report any discovered defects or unsafe conditions associated with the School Facilities to the (School's Maintenance Supervisor) school principal or assistant principal, but such reporting does not absolve responsibility or liability of the City in conjunction with its use of the School Facilities.

B. School Acceptance: With the exception of latent defects (i.e., a hidden or concealed defect which could not be discovered by reasonable and customary inspection), the School shall take the City Facilities in their "AS IS" condition. Prior to using any City Facilities, the School shall be responsible to inspect the same and determine, in its sole and absolute discretion, whether or not to proceed with the scheduled class,

program, activity, or event. Any School class, program, activity, or event conducted on City Facilities shall be at the School's sole responsibility and assumed risk. The School should report any discovered defects or unsafe conditions associated with the City Facilities to the City Parks & Recreation Department, but such reporting does not absolve responsibility or liability of the School in conjunction with its use of the City Facilities.

SECTION TWENTY-TWO **RESPONSIBILITY AND INDEMNIFICATION**

A. City Indemnification: Except for latent defects as described in Section Twenty-One above, the City shall, subject to the limits and caps set forth in the Governmental Immunity Act of Utah, be fully responsible, legally, financially, and otherwise, for its negligence relating to the City's classes, programs, activities, and events, including city recreation teams and programs, while being conducted on School Facilities. Accordingly, subject to the limits and caps set forth in the Governmental Immunity Act of Utah, the City shall hold harmless the School from and against any and all losses, damages, injuries, claims, demands, and expenses (including, but not limited to, court costs and attorneys' fees) arising out the City's use of the School Facilities.

B. School Indemnification: Except for latent defects as described in Section Twenty-One above, the School shall, subject to the limits and caps set forth in the Governmental Immunity Act of Utah, be fully responsible, legally, financially, and otherwise, for its negligence relating to the School's classes, programs, athletic teams, activities, and events, while being conducted on City Facilities. Accordingly, subject to the limits and caps set forth in the Governmental Immunity Act of Utah, the School shall hold harmless, the City from and against any and all losses, damages, injuries, claims, demands, and expenses (including, but not limited to, court costs and attorneys' fees) arising out the School's use of the City Facilities. These indemnities shall continue in full force and effect notwithstanding the termination of this Agreement.

SECTION TWENTY-THREE **GENERAL PROVISIONS**

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

B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superceded hereby.

C. Amendments. This Agreement may be modified only by a writing signed by each of the parties hereto.

D. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.

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

F. Exhibits. The following Exhibits attached hereto, and any Exhibits subsequently attached hereto from time to time, shall be considered to be binding upon all parties.

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

H. Gender and Number. The singular number include the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires.

I. Waiver or Forbearance. No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

J. No Partnership, Joint Venture, or Third Party Rights. Except as specifically set forth herein, nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.

K. No Waiver of Governmental Immunity. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act of Utah.

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties have signed and executed this American Leadership Academy & Spanish Fork City - Master Facility Use Agreement, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____ day of February, 2007.

SPANISH FORK CITY

By: _____
JOE L THOMAS, Mayor

ATTEST:

By: _____
KENT R. CLARK, City Recorder

DATED this ____ day of February, 2007.

**BOARD OF DIRECTORS OF
AMERICAN LEADERSHIP ACADEMY**

By: _____
FRED BENSON, Board Chairman

ATTEST:

By: _____
, Board Secretary

ORDINANCE NO. 02-07

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 ordinance be adopted: _____

I SECOND the foregoing motion: _____

ORDINANCE 02-07

AN ORDINANCE AMENDING CAMPAIGN FINANCE DISCLOSURE REQUIREMENTS

WHEREAS, State law requires candidates for local office to file campaign finance disclosure forms: and

WHEREAS, the City has adopted an ordinance implementing the requirements of state law with respect to campaign finance disclosure forms; and

WHEREAS, the legislature has subsequently amended the state law making the filing requirements less onerous; and

WHEREAS, the City Council finds that less onerous requirements encourages citizen involvement and therefore determines that the Spanish Fork City Ordinance should be amended to match the requirements of state law;

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

I.

Section 2.64.040 of the Spanish Fork City Municipal Code is hereby amended to read as follows:

2.64.040. At the time of filing.

The reports required by this Chapter shall be filed at least 7 days before the municipal general election and no later than 30 days after the municipal general election. A candidate eliminated in the primary election shall file the required report within 30 days of the date of the primary election.

II.

This Ordinance shall become effective 20 days after passage and publication.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK,

UTAH, this _____ day of _____, 2007.

JOE L THOMAS, Mayor

ATTEST:

KENT R. CLARK, City Recorder

F:\ORDBOOK\ORD----

ORDINANCE NO.

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 ordinance be adopted: _____

I SECOND the foregoing motion: _____

ORDINANCE No. _____

**AN ORDINANCE DEFINING THE BOARDS, COMMISSIONS,
AND COMMITTEES OF THE CITY, OUTLINING THEIR
RESPONSIBILITIES, AND ESTABLISHING TERMS**

WHEREAS, Spanish Fork City has numerous boards, commissions, and committees designed to provide information and recommendations to the governing body to assist the governing body in carrying out its responsibilities; and

WHEREAS, the boards, committees, and commissions of the City provide an important function for the City, and, given the number, should be identified with their roles defined and terms of office set forth; and

WHEREAS, some, but not all of the boards, commissions, and committees have been

created by ordinance, while others have not, creating confusion as to functions, roles, and responsibilities ;

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

I.

The following sections of the Spanish Fork Municipal Code are hereby repealed: 4.08.050, 4.08.060, 4.08.070, 4.08.080, 4.08.090, 7.08.010, 7.08.020, 7.12.040, 12.08.030, 13.48.010, 13.48.020, 13.48.030, 13.48.040, 13.48.050, 13.48.060, 13.48.070, 13.48.080, and 13.48.090.

II.

Spanish Fork Municipal Code §7.08.030 is hereby amended to repeal the first two paragraphs, leaving the third paragraph intact and renaming the section: “Fiscal Matters - Donations.”

III.

Title 7, Chapter 28 of the Spanish Fork Municipal Code is hereby created, to be entitled “Boards, Commissions, and Committees,” and shall read as follows:

Chapter 7.28 Boards, Commissions, & Committees

7.28.010 Boards, Commissions, and Committees Authorized.

The City Council hereby authorizes the creation of boards, commissions, and committees to assist the Council in carrying out the work of the City in an efficient and cost effective manner. Unless otherwise indicated, all boards, commissions, or committees are not vested with the authority to make decisions regarding the public’s business, but are advisory bodies whose purpose is to research issues, provide information, and make recommendations to the City Council. They are also to implement policies and decisions of the Council.

Members shall be appointed by the Mayor with the consent of a majority of the Council. Vacancies on any board, commission, or committee shall be filled for the unexpired term in the same manner as original appointments. Unless otherwise set forth herein, or unless membership is based upon a position, all terms shall commence on January 1st and end on December 31st. Unless otherwise indicated herein, members of boards, commissions, or committees may serve successive terms. Unless otherwise set forth by ordinance, each board, commission, or committee shall meet after the annual appointments have been made and designate a chairperson to conduct the meetings during the coming year. Additional officers, such as a vice chair or secretary, may be designated, as needed. A majority of the members of a board, commission, or committee is necessary to constitute a quorum in order to conduct business.

No member of a board, commission, or committee shall receive any compensation for so serving, but may be reimbursed for their authorized and reasonable expenses.

7.28.020 Planning Commission

A. A planning commission is created to address land use issues as set forth in Title 15, Part 3 Chapter 8 of the Spanish Fork Municipal Code. The planning commission, in those limited instances identified in Title 15 where it is the land use authority, is vested with the authority to make decisions regarding the public's business.

B. The term of the planning commission members shall commence on the first day of July and terminate on the thirtieth day of June three years later. No more than two successive terms may be served.

7.28.030 Development Review Committee

A. A development review committee is created to address the technical aspects of land use issues as set forth in Title 15, Part 3, Chapter 8 of the Spanish Fork Municipal Code. The development review committee is authorized to make decisions regarding the public's business in those limited instances identified in Title 15 where it is the land use authority.

7.28.040 Personnel Appeal Board

A. A personnel appeal board is created as set forth in Spanish Fork Municipal Code §4.04.045 to handle appeals of personnel matters authorized by statute or ordinance.

7.28.050 Personnel Committee

A. A personnel committee is created, consisting of the Mayor, two council members, the City Manager, the assistant city manager, two employees elected by other employees, and two citizens with human resource backgrounds. The personnel committee is to make recommendations to the council concerning compensation and benefits of all employees. The committee may also make recommendations concerning the city's personnel policy and other personnel matters.

B. The employee members shall serve for four year terms. One member shall be up for election every two years. The council members shall be appointed for one year terms. The citizen members shall serve one year terms.

7.28.060 Library Board

A. A library board is created, consisting of nine citizens, one of whom shall be a council member. The library board shall make recommendations concerning use of the library, the amount of fines and fees, and the operation and care of the library. The board may make rules and regulations concerning day to day use of the library and materials to be made available, which do not need specific council approval, but are consistent with the policies made by the council.

B. The term of each board member shall be for three years, which terms are staggered, such that three appointments are available each year. Board members shall not serve more than two full terms in succession.

7.28.070 Airport Board

A. A joint City Airport Board is created which shall consist of seven members who shall be citizens of Spanish Fork and Springville, to include an elected official from both cities, the airport manager, and two citizens from each city.

B. The citizen members of the board shall be appointed for a term of three (3) years.

C. The city councils of Spanish Fork and Springville may remove their respective members at any time without cause.

D. The joint City Airport Board, by majority vote, shall elect from its members a chairperson who shall preside over the meetings of the Board and a vice chairperson who shall sit for the chairperson during his/her absence.

The election of the officers of the Board shall be held at the first regular meeting at which a quorum is present following January 1st of each even numbered year.

The Board shall adopt rules for the conduct of its meetings. No action shall be taken by the Board except by the affirmative vote of at least the majority vote of the quorum.

Four members of the joint City Airport Board shall constitute a quorum.

E. The joint city airport board shall meet not less than four (4) times a year at times and places to be designated by said board.

F. The joint city airport board shall have authority to recommend to the mayors and City Councils of Spanish Fork and Springville the needs and requirements of the airport and its facilities. It shall study city, state and federal budget money, appraise development that is desirable for the airport, and shall study and appraise an overall plan for the joint municipal airport, together with such other duties and responsibilities as may be delegated to said board from time to time.

7.28.080 Arts Council Committee

A. An arts council committee is created, consisting of a minimum of three and a maximum of fifteen members, one of whom shall be an elected official. The arts council committee shall foster an appreciation of the arts within the City, make recommendations to the City Council concerning cultural events to be sponsored by the City, and encourage privately sponsored cultural events to take place within the City.

B. The terms of each committee member shall be three years, which terms shall be staggered, such that one-third of the appointments are available each year. No more than two successive terms may be served.

7.28.090 Historic Preservation Committee

A. An Historic Preservation Committee is created with the duties set forth in Spanish Fork Municipal Code §7.20.030.

B. The Committee shall consist of five members, one of whom shall be an elected official. Members should have a demonstrated interest, competence, or knowledge in historic preservation. The members shall be appointed for terms of five years. The initial appointments shall be for one, two, three, four, and five year terms. Thereafter, appointments shall be for the full five year term. No member shall serve more than two consecutive terms.

C. To the extent available in the community, two Committee members shall be professionals, as defined by National Park Service regulations, from the disciplines of history, archaeology, planning, architecture, or architectural history.

7.28.100 Shade Tree Commission

A. There is created a City Shade Tree Commission consisting of seven members who are residents of the City. If no professionals are available within the City, one non-resident professional may serve on the Commission. The Commission shall make recommendations to the City Council concerning the use and planting of trees on public property, together with the recommendation for their care and maintenance, and recommendations concerning urban forestry for the benefit of the residents of the City. Recommendations for the benefit of residents may be made available in newsletters, pamphlets, or similar media.

B. The term of each Commission member shall be for three years. Terms shall be staggered such that two members will be appointed every year and three members will be appointed every three years.

7.28.110 Fire and Ambulance Retirement Board

A. There is created a Fire and Ambulance Retirement Board consisting of the mayor, public safety director, city finance director, a citizen at large, the fire association president, past president, life member, two active members of the ambulance division, and one retired member from the ambulance division.

B. The Board shall advise the Council concerning the funding of the retirement fund and shall advise the Council as to which firefighters and ambulance crew members are eligible or are nearing eligibility for retirement benefits.

C. The fire association president, past president, and life member shall serve on the retirement board for the term of their appointment as association officers. The ambulance representatives shall be appointed by the ambulance members and shall serve for four years. The citizen at large shall be recommended by the retirement board and appointed by the mayor, with approval by the City Council and shall serve four years.

7.28.120 Finance Committee

A. A finance committee is created consisting of two council members, the City Manager, the City Finance Director, and three citizens. The committee shall make recommendations to the City Council concerning the budget, bonding issues, and the financial affairs of the City.

B. The citizen members shall be appointed for three year terms, with one member

appointed every year. Council members are appointed annually by the Mayor. Other members serve during their affiliation with the City in the position identified.

7.28.130 Utility Board

A. A utility board is created consisting of six members. The board shall include one member of the City Council, the public works director, together with four other citizens. The utility board shall review and recommend action on proposed policy for the operation of city water (culinary and pressure irrigation), sewer, storm drain, energy (electrical and communications), and garbage collection systems to the city council. "Policy" includes any act or resolution which establishes general principles by which the systems shall be operated including, but not limited to, the establishment of rates and rate classifications; plans for overall system construction, improvement, modification or expansion; and general development and connection requirements.

B. The Council may request an advisory opinion from the utility board prior to setting policy. In the event any such request is made, the board shall have thirty days in which to respond. In the event that a request for an advisory opinion is given, the Council shall not make a ruling on said request until the opinion is given or thirty days has elapsed, whichever occurs sooner. The Council shall not be required to request an advisory opinion before setting policy. The Council, after submitting policy questions to the board in accordance with this chapter, may adopt, reject, or modify, in whole or in part, any such recommended policy.

C. Citizen board members are appointed for four year terms, with one appointment due each year.

7.28.140 Risk Management Committee

A. A risk management committee is created, consisting of two council members, the City Manager, the Assistant City Manager, City Attorney, Public Works Director, Public Safety Director, Parks and Recreation Director, and Finance Director. The risk management committee shall review claims against the City, cooperate with the City insurer to reduce and minimize claims, and make recommendations to the Council concerning policies to reduce liability to the City, and, in appropriate cases, recommend settlement possibilities to the Council.

B. The council members may be appointed by the Mayor on an annual basis.

7.28.150 Waste Water Treatment Plant Advisory Committee

A. A waste water treatment plant advisory committee is created, consisting of an elected official, the City Manager, the Public Works Director, and the POTW Supervisor. The committee shall make recommendations to the Council concerning the maintenance of the waste water plant, the capacities of the plant, and measures needed to extend the life and/or capacity of the waste water treatment plant.

B. The elected official is appointed by the Mayor on an annual basis.

7.28.160 Fiesta Days Committee

A. A Fiesta Days Committee is created consisting of five members, including an elected official, a representative from the public safety department, the City special events coordinator, and two citizens. One of the citizen appointees will be appointed as chair of the committee. The committee shall make recommendations to the Council concerning the annual City celebration known as Fiesta Days. The committee may create any number of subcommittees to assist it with the Fiesta Days celebration, which subcommittees shall act as ad hoc committees.

B. The terms of the citizens members shall be for two years.

7.28.170 Rodeo Committee

A. A rodeo committee is created consisting of an elected official, the City Manager,
a
city employee, and the president and past president from the Diamond Fork Riding Club. The committee shall contract for all the necessary items for the production and operation of the Fiesta Days rodeo. The committee will enforce the contract with the Riding Club.

7.28.180 Parks and Recreation Committee

A. A parks and recreation committee is created consisting of an elected official, the Parks and Recreation Director, and eight citizens. The parks and recreation committee shall make recommendations to the City Council concerning recreation facilities, programs, and participation fees.

B. The terms of each citizen member shall be for three years, which terms shall be staggered such that three appointments are available for two years and two appointments are available for the third year.

7.28.190 Seniors Board

A. A seniors board is created consisting of an elected official, the Senior's Director, and nine citizens. The board shall make recommendations to the council concerning Senior facilities, programs and charges.

B. The terms of the citizen members shall be for three years and shall be staggered such that three appointments are due each year.

7.28.200 Miss Spanish Fork Pageant Committee

A. There is created a Miss Spanish Fork Pageant committee consisting of five members, one of whom shall be an elected official. The committee shall make recommendations to the City Council concerning the Miss Spanish Fork pageant and related awards. The committee shall organize the pageant, including arranging for facilities and programs.

B. The terms of each member shall be two years and shall be staggered such that two openings are available one year and three the next.

7.28.210 Economic Development Committee

A. There is created an economic development committee. The committee shall make recommendations to the Council concerning economic development within the City. The committee may meet with businesses to encourage them to locate in Spanish Fork City. The members shall consist of the Mayor, two council members, City Manager, City Planner, City Finance Director, City Attorney, the president of the Chamber of Commerce, and the number of citizens as approved from time to time by the Mayor and City Council. The committee may divide into sub-committees to work on any given project. A recommendation may be made by a majority vote of a quorum of a sub-committee.

7.28.220 Ad Hoc Committees

A. Ad hoc committees may be created from time to time to assist and advise the Council concerning a specific purpose or project. The number on the committee may vary from project to project as determined by the Mayor and City Council

B. Ad hoc committee members shall serve until the purpose for which the committee was created is fulfilled, at which point the committee shall be disbanded.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this _____ day of _____, 2007.

JOE L THOMAS, Mayor

ATTEST:

KENT R. CLARK, City Recorder