



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 August 21, 2007**.

AGENDA ITEMS:

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

- a. Pledge
- b. Mayors Proclamation

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. [Betty Hunt Zoning Text Amendment](#)
- b. [Tyler Cope Zoning Amendment](#)
- c. [Trails Master Plan](#)

5. 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 – July 17, 2007](#)
- b. [GPS Amended Interlocal Agreement](#)
- c. [IPSA Mutual Aid Agreement](#)

6. ADJOURN TO REDEVELOPMENT AGENCY MEETING:

7. NEW BUSINESS:

- a. [Consideration and Adoption of Ordinance Adopting the Wasatch Wind Community Development Project Area Plan Dated July 16, 2007](#)
- b. [Wasatch Wind Interlocal Agreement with RDA](#)
- c. [North Park Interlocal Agreement with RDA](#)
- d. [Cingular Cell Tower Lease Amendment](#)
- e. [2007 Election Poll Worker Approval](#)
- f. [Board Appointments](#)
 - (1) [Seniors Board Appointment](#)
 - (2) [Fire Ambulance Retirement Board Appointment](#)
- g. [Changes to Sign Ordinance](#)
- h. [Recycle Presentation – Richard Heap](#)

8. OTHER BUSINESS:

- a. [Executive Session If Needed – To be Announced in the Motion](#)

ADJOURN:

Notice is hereby given that:

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

SPANISH FORK CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. The public is invited to participate in all Spanish Fork City Council Meetings located at 40 South Main St. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at 798-5000.

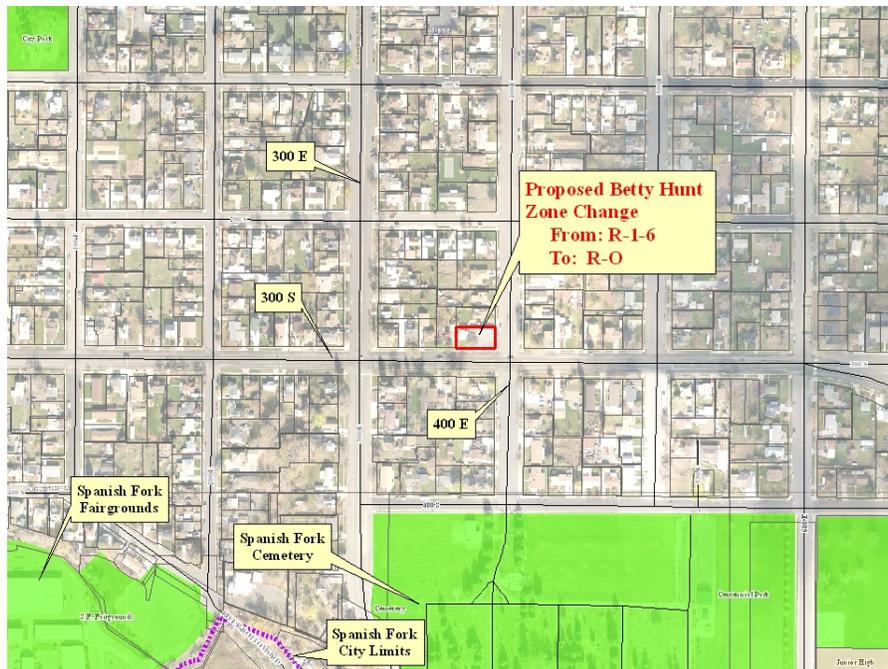


SPANISH FORK CITY
Staff Report to the City Council

Agenda Date:	August 21, 2007
Staff Contacts:	Dave Anderson, Planning Director
Reviewed By:	the Development Review Committee
Subject:	Betty Hunt Zoning Map and Text Amendments

Background Discussion:

The applicant, Betty Hunt, is proposing to change the zoning from R-1-6 to Residential Office for a .23-acre parcel located at 375 East and 300 South. The subject property is currently designated Residential 5.5-8 units per acre/Residential Office on the General Plan. Another aspect of the applicant's proposal involves amending the City's Zoning Ordinance so as to allow Financial Institutions with drive-thru service as conditional uses in the Residential Office Zone.



Accompanying this report is a concept plan that represents how the subject property would be utilized if the proposed changes are approved. Also accompanying the report are photos of other buildings that have been constructed by the likely tenant of the property.

Given the nature of the applicant's proposal, there are various options that could be pursued in changing the Zoning Ordinance or General Plan so as to allow the proposed credit union to be constructed. The specific proposed change to the Zoning Ordinance involves adding the following language to 15.3.16.040 B on page 15-18:

6. Financial institutions with or without drive-thru service.

The Development Review Committee:

The Development Review Committee reviewed this proposal in their July 25, 2007 meeting and recommended that it be approved. Minutes from that meeting read as follows:

Betty Hunt General Plan and Zoning Map Amendment

Applicant: Betty Hunt

Location: 375 East 300 South

Zoning: R-1-6 existing, Residential Office requested

General Plan: 5.5 to 8 units per acre Residential/Residential Office existing

Mr. Anderson gave background and explained the feedback from the City Council.

Discussion was held regarding the General Plan, zoning and the language of the Residential Office and commercial zones with regard to financial institutions and drive-thrus.

Mr. Oyler does not feel comfortable changing the General Plan for one building.

Mr. Oyler moved to amend the ordinance making Financial Institutions with drive-thru service a Conditional Use in the Residential Office zone. Mr. Nielson seconded and the motion passed all in favor.

Mr. Banks excused himself at 11:07 a.m.

Discussion was held regarding the language of the text in the ordinance amendment.

Mr. Oyler withdrew his motion. Mr. Nielson concurred.

Mrs. Johnson made a motion to amend ordinance section 15.3.16.040 subsection B to read: Financial Institutions with or without drive-thru service – making the use a Conditional Use in the Residential Office zone. Mr. Nielson seconded and the motion passed all in favor.

Mr. Nielson made a motion to approve the Zoning Map Amendment for Betty Hunt changing the property located at 375 East 300 South from R-1-6 to the revised R-O. Mr. Thompson seconded and the motion passed all in favor.

Planning Commission:

The Planning Commission reviewed this request in their August 1 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

Betty Hunt Zoning Map and General Plan Amendment

Applicant: Betty Hunt

General Plan: 5.5 to 8 units per acre Residential/Residential Office existing, Commercial Office Proposed

Zoning: R-1-6 existing, Commercial Office requested

Location: 375 East 300 South

Mr. Anderson explained the subject property is currently zoned R-1-6, however it is General planned as 5.5 to 8 units per acre, or Residential Office. The property is currently a nonconforming use so the owner cannot make any changes. The applicant would like to update the building and add drive thru bays with some landscaping. The plan meets the City standards as far as parking and landscaping. The Residential Office zone which it is General planned does not allow drive thru bays for financial institutions as it is currently written. The DRC proposed to make financial institutions with or without drive thru bays in a Residential Office zone a Conditional Use. The DRC reached a consensus that this is not a significant change to the use of the property, as part of the Conditional Use they can review any concerns that will need to be addressed.

Commissioner Marshall asked regarding the logic of not having a drive thru in the area of 100 East and 100 West on Main Street.

Mr. Anderson stated he is unaware of the specific reason that drive thrus are prohibited in the Residential Office Zone between 100 East and 100 West.

Commissioner Christianson clarified that if the Planning Commission approved this change the applicant would have to start the application process from the beginning getting an approval for the use, building, landscaping etc.

This item was opened for public comment.

Commissioner Christianson **moved** to open this item for public hearing at 7:26 p.m. Commissioner Huff **seconded** and the motion **passed** all in favor.

Larry Murdock

Mr. Murdock is concerned about the traffic in this area it is already difficult to get out of his driveway onto 300 South when school is in session. There are also big trucks coming out of the canyon and he feels the City will be incurring a traffic problem. This is a serious problem and he feels they do not need a credit union in a residential area. He asked if the zone change would affect the tax base for the area.

Commissioner Lewis does not think it will affect the taxes of the area.

Mr. Murdock also addressed the issue of onsite parking. He is most concerned about the traffic and pedestrians, there are constantly people throughout that area, he is also concerned about the speed of the vehicles. He asks that this not be built in a neighborhood where there are a lot of children.

Mark Harrison

Mr. Harrison owns the property directly north of the proposal. He is in favor of upgrading the property, but he does not want to change the use, they already have a traffic problem and he would speak against the change.

Betty Hunt

Ms. Hunt owns the property, and feels it will be a great asset to the community. She already has a lot of traffic that comes to the property it is currently an insurance agency, beauty parlor, and renters live in the downstairs. She cannot see how a credit union would change the impact of the area. She thinks it will be a wonderful asset and she cannot see it making traffic busier, it is already a very busy road. She feels it will be a great improvement and stated she has no interest to improve that property herself.

Commissioner Lewis appreciates Larry and Mark's comments, he realizes there is a lot of traffic there, this is already a commercial office and he would like to see a concrete fence installed. He feels there will be the same amount of traffic not more with the change of use.

Commissioner Miya added that the two busiest times are before school and after school and noted this credit union would not be open when people take their children to school the only affecting time would be when they get out of school. She agrees with Commissioner Lewis and feels it will not add that much traffic to the area.

Commissioner Marshall thinks this is a good place for a residential office building, but he has a hard time believing a drive thru fits in the context of a residential area. He is against changing the text to allow drive thru anywhere in a Residential Office zone. He feels this is a good zone change he just has problem with the proposed text amendment.

Discussion was made regarding turning room and room for back up traffic getting onto the property.

Commissioner Miya explained as she sees it there is room for at least four cars on the property before it would back up onto the streets, with approximately 30 – 40 cars per day, she cannot see when they would have a problem with more cars backing into the streets.

Commissioner Huff stated the credit union in Springville has never had a problem with cars backing onto their roads. He acknowledged he is on the board of directors for this credit union and will recuse himself from voting.

Discussion was made regarding a right turn only requirement onto Canyon Road as a condition of the Conditional Use approval.

Mr. Anderson explained that the Commission is the Land Use Authority for Conditional Use applications and that they can impose requirements to help mitigate the impact on the neighborhood.

Commissioner Miya **moved** to recommend approval of the proposed Zone Change and Zoning Text Amendment based on the following findings:

Finding:

1. That the proposed changes allow for a use that is similar to the existing use of the subject property.
2. That the proposed Zone Change is consistent with the General Plan.
3. That by making the proposed Text Amendment, the City may address any site specific concerns on a case by case basis.

Commissioner Lewis **seconded** and the motion **passed** by a roll call vote.

Commissioner Marshall voted nay, he explained he is fine with the zone change proposal but uncomfortable with the proposed text amendment allowing drive thrus in all Residential Office areas of City. Commissioner Huff abstained from voting due to the reasons stated.

Budgetary Impact:

It is unlikely that approving or denying this proposal will have a significant impact on the City's budget.

Alternatives:

The City maintains considerable discretion with respect to approving or denying Zone Changes and Text Amendments. The Council may opt for approval or denial of the proposed request or consider some alternate action.

Recommendation:

Staff recommends that the City Council approve of the Zone Change and Zoning Text Amendment based the following findings:

Findings:

1. That the proposed changes allow for a use that is similar to the existing use of the subject property.
2. That the proposed Zone Change is consistent with the General Plan.
3. That by making the proposed Text Amendment, the City may address any site specific concerns on a case by case basis.

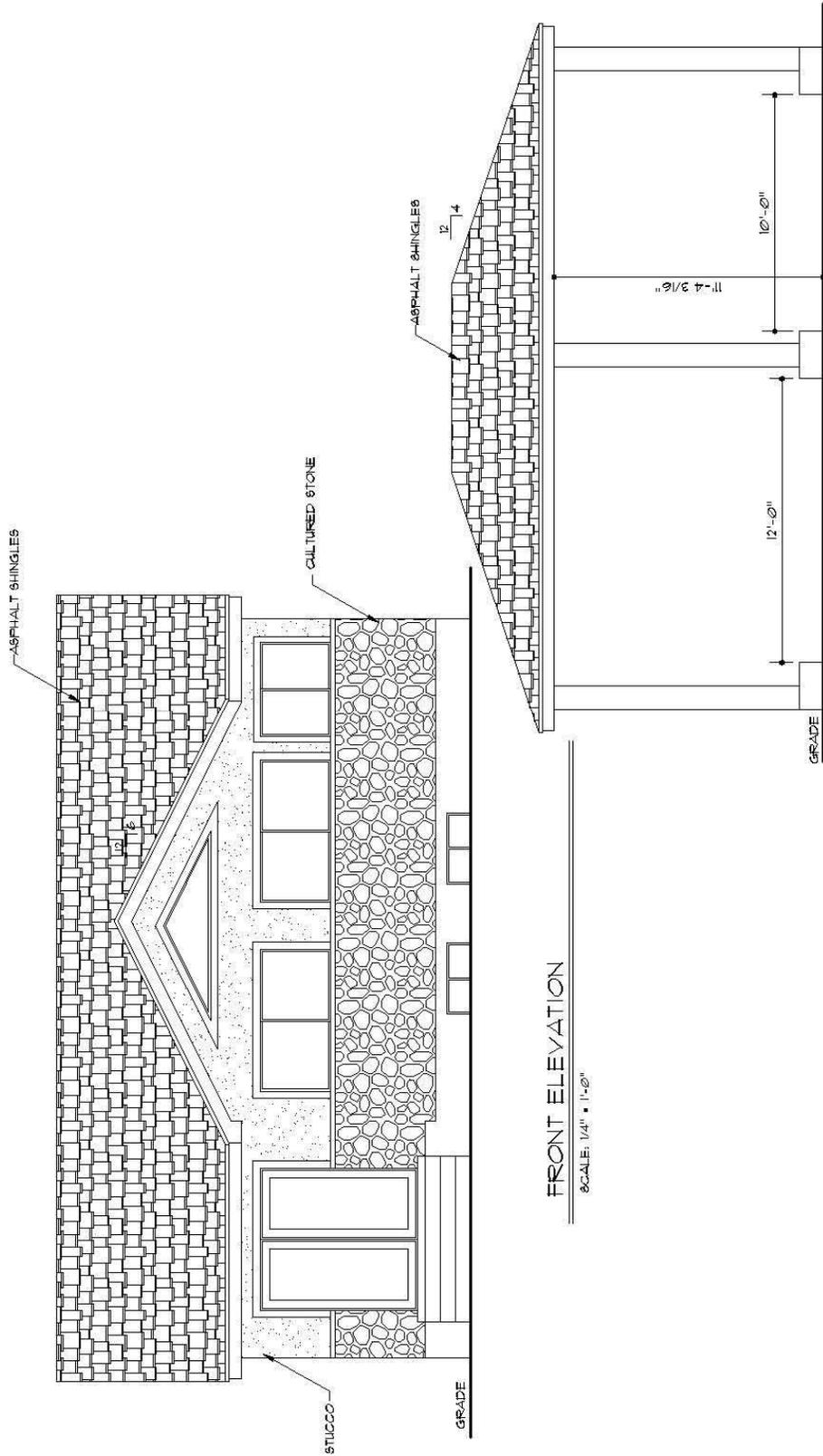
attachments: property photos
 proposed Concept Plans and photos



From 300 South.



From 400 East.





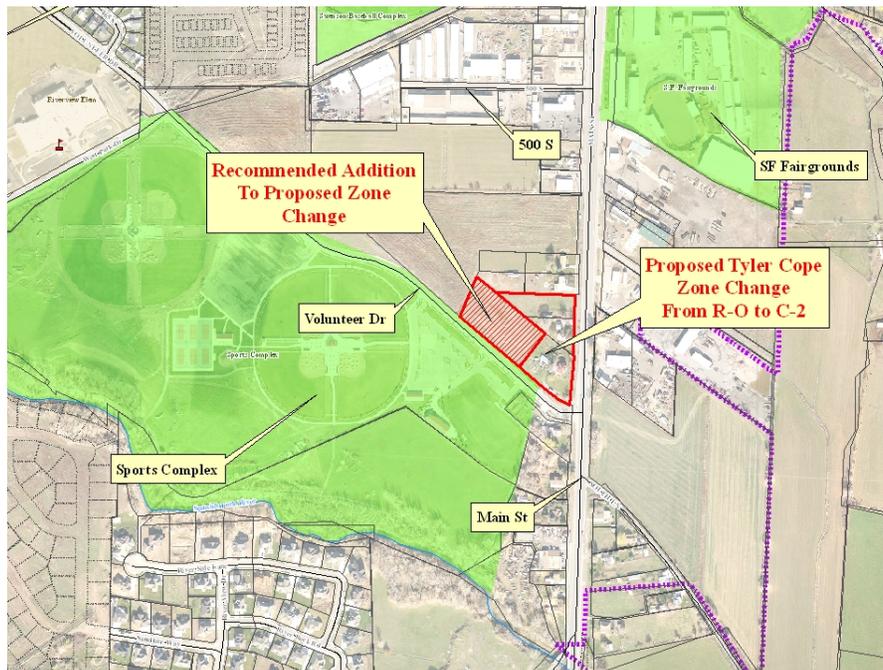
SPANISH FORK CITY
Staff Report to the City Council



Agenda Date: August 21, 2007
Staff Contacts: Dave Anderson, Planning Director
Reviewed By: the Development Review Committee
Subject: Tyler Cope Zone Change Request

Background Discussion:

The applicant, Tyler Cope, is requesting a Zone Change for properties that are 2.5-acres in size located near the northeast corner of the intersection of 850 South Main Street. The current zoning of the property is Residential Office; the applicant has requested that the zoning be changed to Commercial 2. The General Plan designates the parcels as General Commercial.



The Commercial 2 designation is consistent with the General Plan's designation. As such, the Development Review Committee recommended that the proposed Zone Change request be approved, with an addition to the area included in the request. The DRC has recommended that the zoning of the 1.9-acre City-owned parcel located west of the subject properties also be changed to Commercial 2. The General Plan designates the City-owned parcel as Residential 3.5 to 4.5 units per acre/General Commercial.

Budgetary Impact:

Given that the Commercial 2 zone allows for a broader range of commercial uses than the Residential Office zone, it is possible that the proposed change would eventually result in increased sales tax revenue for the City.

Development Review Committee:

The Development Review Committee reviewed this request in their July 18, 2007 meeting and recommended that it be approved. Minutes from that meeting read as follows:

Tyler Cope

Applicant: Tyler Cope

Location: 850 South Main Street

Zoning: Residential Office existing, Commercial Office proposed

General Plan: General Commercial

Mr. Anderson gave background and explained the proposal.

The proposed concept plan and potential uses were discussed. The potential of including some of the adjacent City-owned parcel was discussed.

Mr. Baker made a **motion to approve** the Zone Change for Tyler Cope located at 850 South Main and Volunteer Drive changing the zoning from Residential Office to C-2 and including the City-owned parcel to the west of the subject properties.

Mr. Peterson **seconded** and the motion **passed** all in favor.

Planning Commission:

The Planning Commission reviewed this request in their August 1 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

Tyler Cope Amendment to the Zoning Map

Applicant: Tyler Cope

General Plan: Residential 3.5 to 4.5 units per acre/General Commercial

Zoning: Residential Office existing, Commercial 2 proposed

Location: 850 South Main Street

Mr. Anderson explained the request for all four of the parcels. In the two areas that are involved the zoning is consistent with the General Plan. The DRC recommends approval. This plan represents what the applicant can develop consistent with the City codes. It is his opinion that as the developer moves forward and adapts to meet the customers needs this plan will change to accommodate.

Commissioner Christianson clarified the proposal can change this is only a zoning approval.

The item was opened for public comment. There was no public comment on this agenda item.

Commissioner Huff made a **motion** to close the public hearing. Commissioner Miya **seconded** and the motion **passed** all in favor.

Tyler Cope

Mr. Cope explained they feel it will be a good project for the community with hopes of a gas station and convenience store type businesses.

Commissioner Marshall asked that they make sure nothing is too close to Main Street because of UDOT's plans for widening it in the near future.

Commissioner Miya feels it looks like a nice project and is something the town needs on the road to Salem.

Commissioner Robins stated there were comments regarding the historical significance of the home; the neighbors would like to ensure it is a nice attractive development.

Commissioner Huff noted the City owned property in that area needs to be included in this change.

Commissioner Christianson **moved** to recommend approval of the proposed Tyler Cope Zone Change request, changing the zoning at approximately 850 South Main Street from Residential Office to Commercial 2, based on the following finding:

Finding:

1. That the proposed Zone Change is consistent with the General Plan designation.
2. That the conceptual design represents the manner by which the property can be developed according to the City's requirements for the Commercial 2 zone.
3. That the zone change includes the City owned property to the west.

Commissioner Miya **seconded** and the motion **passed** all in favor.

Alternatives:

The City maintains considerable discretion with respect to approving or denying Zone Change requests. Given the General Plan designation, General Commercial, the Commercial 2 zoning designation is consistent with the General Plan.

Recommendation:

Staff recommends that the City Council approve the proposed Tyler Cope Zone Change request, changing the zoning at approximately 850 South Main Street from Residential Office to Commercial 2, based on the following finding:

Finding:

1. That the proposed Zone Change is consistent with the General Plan designation.
2. That the conceptual design represents the manner by which the property can be developed according to the City's requirements for the Commercial 2 zone.

attachments: property photos



View of subject properties from Main Street.



View of subject properties from corner of Main Street and Volunteer Drive.



View of subject properties from Volunteer Drive.



View of subject properties from Volunteer Drive.

SPANISH FORK

MEMORANDUM

TO: Spanish Fork City Council
FROM: Dave Anderson, Planning Director
DATE: August 21, 2007
RE: Public Hearing Trail Master Plan

Earlier this year, representatives from Spanish Fork City began meeting with other South Utah County cities and representatives of the County and Mountainland Association of Governments to coordinate regional trails planning.

As we've met, the need to make some revisions to our Trails Master Plan has been identified. With that said, we will be presenting a new Trails Master Plan in your meeting next week.

A copy of the plan that will be presented has been placed in your box. Also, both the City's Recreation Committee and the Planning Commission have recommended that this plan be approved.

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Tentative Minutes
Spanish Fork City Council Meeting
July 17, 2007

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

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

Citizens Present: John Davis, Allen Carter, Julie Carter, Kelly Mitchell, Andrea Mitchell, Linda Bartholomew, Byron L. *Illegible*, Joyce N. *Illegible*, Jeff L. Peery, Kyle Lowe, Andrew Haun, David Lowe, Roger Tuckett, Matt Cole, Paul Bradford, Darin Farnworth, James Memmott, Heather Stevens, Steve Murdock, Lori Ann Sleight, Kevin Sleight, Raychellene Talbot, Dianna Brandon, Shalee Lewis, Clarissa Broomhead, Alina Haycock, Ashley Harward, Clyde W. Johnson, Susan W. Johnson, Micky Mantle

CALL TO ORDER, PLEDGE, RECOGNITIONS:

Mayor Thomas called the meeting to order and lead in the pledge of allegiance at 6:00 p.m.

Steven Money

Mr. Money presented cowboy hats to the Council and introduced Mike Davis, Phil Distephano and James Memmott of the Diamond Fork Riding Club.

Mr. Memmott introduced the 2007 Fiesta Days Rodeo Royalty. Queen, Kristie Kidman; 1st Attendant, Elisa Williams; 2nd Attendant, Chelsea Jepperson.

The Royalty introduced themselves and where they are from.

Mr. Money invited all to attend the rodeo, and thanked the Diamond Fork Riding Club for everything they do.

Raychellene Talbot

Ms. Talbot introduced the Miss Spanish Fork Royalty.

The Queen Dianna Brandon, explained her platform, early education. She has had a great experience working with the kids and learning how important their education is.

Mayor Thomas recognized Commissioner Paul Bradford for all his years of service on the Planning Commission.

Mr. Bradford thanked the Mayor and Council for the opportunity to serve. He said it has been a great experience the past six years. It is exciting to see the growth in Spanish Fork and it has been great to work with the members of the Planning Commission.

PUBLIC COMMENTS:

51 Mr. Broderick requested changing the name of Spanish Fork to Whoville for Suissical the
52 Musical.

53
54 The Council agreed they do not have a problem naming Spanish Fork the honorary name of
55 Whoville during the Fiesta Days Celebration in support of Suisiscal the Musical.

56
57 Mayor Thomas extended an invitation for all to come attend and support Suissical the Musical.
58

59 **COUNCIL COMMENTS:**

60
61 Councilman Wadsworth reported the Trails Committee meeting will be next week, He
62 appreciates all the effort put forth by the committee.

63
64 Councilman Sorensen encouraged everyone to visit and support the sidewalk sales on Main
65 Street during the Fiesta Days Celebration.

66
67 Councilman Andersen expressed his appreciation to the citizens of the community, the Mayor,
68 Council, and all those extending special interest to him. He appreciates the concern of everyone.
69 He said you have no idea the amount of help that gives someone knowing people are thinking
70 about them and he expresses his love and appreciation to everyone, he is looking forward to this
71 week's celebration.

72
73 Mayor Thomas encouraged all to enjoy the Fiesta Days festivities, to get involved and have some
74 fun with it. He is asked daily what vendors will be coming to the North Park development,
75 announcements should be happening soon. He can say there are some really good things
76 happening for all in Spanish Fork.

77
78 Councilman Barber reported they have completed a new section of walking trail by the golf
79 course called the dripping rock trail.

80
81 Councilman Wadsworth explained Staker Parsons donated funds to complete that section of the
82 trail and we owe them a debt of gratitude.

83
84 Councilman Barber said the Fiesta Day's celebration has started. It is all done by volunteers and
85 that is what makes Fiesta Days what it is. He asked all to please come out and enjoy the
86 festivities.

87
88 Councilman Wadsworth invited all to come to the flag retirement ceremony tomorrow night at
89 7:00 p.m., it is a very sobering experience to honor those individuals.

90
91 **CONSENT ITEMS:**

92
93 **Minutes of Spanish Fork City Council Meeting – June 5, 2007; June 19, 2007**

94 **POTW Ordinance**

95 **Amendment Master Facility Use agreement – Nebo School District**

96 **Ordinance Making Amendments to the Election Section of the Municipal Code**

97 **Wasatch Wind Contract Amendment**

98 **Contract for County Grant Funds**

99 **Contract with Western Unlimited – Rodeo Ticket Sales**

100

101 Councilman Sorensen made a **Motion** to accept the consent items. Councilman Barber **Seconded**
102 and the motion **Passed** all in favor.

103

104 **PUBLIC HEARING:**

105

106 Councilman Barber made a **Motion** to move to the public hearing at 6:30 p.m. Councilman
107 Wadsworth **Seconded** and the motion **Passed** all in favor.

108

109 **Vincent Rim Estates Zone Change and Preliminary Plat Approval**

110

111 Mr. Anderson explained the zone change from Rural Residential to R-1-12 and a plat that
112 contains 47 lots for single family homes. DRC and Planning Commission recommend approval.
113 The only issue that was a subject of much discussion was the connection of the road. He
114 reminded the reason for this being a public hearing is for the zone change and not for the plat.

115

116 Allen Evans

117 Mr. Evans owns the subdivision along the north side of the project. He would like to make sure
118 the connectors agreements will be paid before they are allowed to finish.

119

120 Mr. Heap said the connectors agreements are normally collected prior to the final plat recording
121 and then disbursed quarterly. He stated the connector's agreement will be ready for the next City
122 Council meeting. He explained the agreements are based on frontage not on lots. Mr. Evans will
123 receive 50% of whatever is collected.

124

125 Councilman Andersen made a **Motion** to approve the zoning change for Vincent Rim Estates
126 changing the zone from R-R to R-1-12 and approving the preliminary plat subject to the
127 following conditions:

128 1. That the 1700 East extension off the hill on the south side of the property be improved or be paid for
129 by the developer pending the Engineering Department's review.

130 2. That an electrical 600 amp circuit is constructed through the subject property per the Electric
131 Department.

132 3. That the driveway for the Dean Vincent home is relocated to a suitable location.

133 4. That any overhead SESD power lines be relocated.

134

135 Councilman Sorensen **Seconded** and the motion **Passed** all in favor.

136

137 **Powell Zoning Map Amendment**

138

139 Mr. Anderson explained the request changing the zoning from R-1-6 to R-3. He then distributed
140 some correspondence to the Council. He explained the concern is due to the allowable dwelling
141 units per structure, currently two are allowed per structure and the applicant would like up to
142 four units per structure allowed. The total dwelling units would be 18. The DRC recommends
143 approval and the Planning Commission recommended approval after some deliberation but
144 passing with a unanimous vote.

145

146 This item was opened for public comment.

147

148 Clyde Johnson

149 Mr. Johnson has a residence close to that area. He asked if the state road has granted access to
150 the property because in the past it was denied. If it was changed to R-3 it would allow high

151 density housing and he asked if the plans were changed would they make it apartments instead of
152 town homes.

153

154 *Councilman Barber excused himself for a short time. 6:50 p.m.*

155

156 Mr. Anderson stated that due to the parcel size the applicant would not be able to approve the
157 development as a master plan development and they would not qualify. The answer would be
158 they cannot do more than four structures per dwelling unit.

159

160 Mark Peterson

161 Mr. Peterson represents Mr. Powell. He explained the reason for the re-zone is to create a Home
162 Owners Association (HOA) and be able to have control over the beatification of the
163 development.

164

165 Councilman Andersen is concerned about the drainage in the development, he would like to feel
166 comfortable that those issues will be mitigated so there will not be problems like there are
167 currently in that area.

168

169 Mr. Heap stated they will have to provide a geotechnical report and those will coincide with the
170 preliminary plat.

171

172 Mr. Andersen stated that is one of his biggest concerns, that drainage is addressed so they do not
173 have problems.

174

175 Councilman Sorensen made a **Motion** to approve the Powell Zoning map amendment at
176 approximately 1100 East 400 North changing the zoning from R-1-2 to R-3 based on the
177 following findings:

178

179 **Findings:**

180

181 1. That given the property's configuration and situation, a town home development is
182 appropriate.

183 2. That the zone change is consistent with the General Plan.

184

185 Councilman Wadsworth **Seconded** and the motion **Passed** all in favor.

186

187 **Jim Nielsen General Plan and Zoning Map Amendment**

188

189 Mr. Anderson explained the project and noted with the minimum district zoning requirement this
190 project would not be allowed. Mr. Anderson also asked for the Councils input of appropriate
191 uses for this property. The proposals have been reviewed by both the DRC and Planning
192 Commissions; recommendation was that the development application be denied. He also gave
193 some different options for this site. The subject property is currently zoned R-1-8. The applicant
194 has certain rights to develop his property given the current zoning. Working with the minimum
195 lot size there is the possibility to build nine single family lots. The connection of the roads has
196 been a concern for some of the residents but is a likely use.

197

198 Mayor Thomas feels the land owner has the right to develop as long as it is not infringing upon
199 others.

200

201 Mr. Anderson explained the applicant would like to develop storage units on the property which
202 would require a text amendment.

203
204 Mayor Thomas clarified there would be no action taken on this item tonight because it would
205 violate the city ordinance.

206
207 Councilman Andersen asked if there was a possibility to change the text allowing storage units in
208 a commercial zone.

209
210 Councilman Sorensen said he would hesitate changing storage units allowable in commercial
211 zones and feels they would work on this parcel but he would not like to see storage units allowed
212 in some of the other commercial zones in the area.

213
214 Councilman Andersen asked if something gets worked out and sometime down the road storage
215 units would be well lit, he asked how that lighting would affect the neighbors.

216
217 Jim Nielsen
218 Mr. Nielsen explained he would like to have low storage units the height of the fence, it would
219 be a low security light and he would like to keep the lighting down along with the traffic and
220 sound.

221
222 Gina Peterson
223 Ms. Peterson said she has lived in the area for 12 years and had an appraisal done on her house a
224 few months ago. She feels the change of zoning would affect her property value. She said six
225 years ago Mr. Nielsen came to them asking for support on projects he wanted to do such as a
226 parking lot, which turned out to be a car wash, she does not trust him. She is concerned, he has a
227 way with people and is a likable guy. It is her opinion that it stay zoned residential and not be
228 changed to industrial. She stated the current wall is not as high as it legally should be, and she
229 does not like the way he changed the project the first few times. Her appraiser said it remains to
230 be seen how it would affect her property values.

231
232 Mayor Thomas feels storage units would not affect the neighborhood very much because the
233 access would not change and it would be quiet.

234
235 Councilman Wadsworth asked what the appraiser stated regarding the impact on the property.

236
237 Ms. Peterson said her appraiser could not say for sure commercial would change the property
238 value but industrial would definitely affect it. It would be hard to find examples of industrial next
239 to residential since it is a rare occurrence and he could not say for sure.

240
241 Councilman Wadsworth said in his experience when it comes to land use there is a lot of
242 hearsay, but they are forced to adhere to the code and enforce it. He explained when the
243 developers come in and propose items the market changes do affect the development.

244
245 *Councilman Leifson arrived late at 7:23 p.m.*

246
247 Ms. Peterson feels she is willing to meet them half way and not change the zoning, leaving it the
248 current zoning.

249

250 Councilman Sorensen feels the current code would not allow the zone change, so they are trying
251 to come up with a way to get to some agreement.

252
253 Ms. Peterson asked the Council to pressure Mr. Nielsen to do the upkeep on the property as
254 promised.

255
256 John Bailey
257 Mr. Bailey lives next to the property in question. He explained the way sound works and
258 explained that the wall and buildings will not affect the noise as a buffer. He said the low level
259 buildings do not seem like a great fit and it doesn't seem like the best use of the property. He
260 explained they do not have a right to keep Mr. Nielsen from making a profit. He feels their
261 property values going down will affect the overall dollars of their property values. He noted there
262 is a high turn over for the caretakers of storage units and they do not take care of the area.

263
264 *Councilman Barber returned to the meeting at 7:30 p.m.*

265
266 Ken Larson
267 Mr. Larson lives nearby, he is a licensed realtor with the State of Utah. He stated it is not a large
268 wall the kids are on it all the time and all those living in the area look straight onto the land. If he
269 was to sell one of the houses facing the wall it affects the value as it sits right now. He
270 understands Mr. Nielsen's quest for the best use of the property, but when it causes the property
271 around it to be devalued it has a greater impact and should be thought through.

272
273 Bryce Walker
274 Mr. Walker stated in September of 2000 the amendment was made to make it a commercial
275 property. When everyone moved there they expected it to be residential forever. There is nothing
276 wrong with that area being developed residential and they have a right to not change the zone
277 again. He feels the access is a bad idea how it is currently laid out.

278
279 Warren Johnson
280 Mr. Johnson lives adjacent to the property. There was a tower installed on the property and Mr.
281 Nielsen said the tower was supposed to be located somewhere else on the property. They all
282 expected it to be zoned the way it is. He also said people in the storage sheds end up setting up
283 shops or living in them which creates noise and health issues.

284
285 John Davis
286 Mr. Davis lives adjacent to the property. He has lived there for two years. He purchased it fully
287 aware of what Mr. Nielsen will build on his property. He does not have any history with Mr.
288 Nielsen but as a commercial lender he feels to lease it out as commercial office space would be
289 the best use of the property.

290
291 Lyle Evans
292 Mr. Evans lives in the area and if the property gets sold as industrial there is no recourse as to
293 what can be allowed to build. He stated the Council has been discussing the rights of the property
294 owner but they need to consider the rights of others in the neighborhood. He would like to see
295 the property moved to residential or that he build commercial office, the storage units are not a
296 good fit.

297
298 Alan Carter

299 Mr. Carter sent an e-mail last week, he agrees with what his neighbors have said before him. He
300 has lived there for 12 years and the property was zoned to be residential. He likes Spanish Fork
301 and feels it is a great place to live. They have been, and are, actively engaged in the community.
302 He suggests the two cul-de-sac idea with one on each side to develop the property as residential.

303

304 Councilman Wadsworth asked Richard Heap if petitions were required.

305

306 Mr. Heap stated they were not required at the time but there was a public hearing held for the
307 item.

308

309 Tamsen Davis

310 Ms. Davis seconds all the neighbors, and feels there are a lot of options. She did contact her real
311 estate agent and the industrial zone change would negatively affect their property values.

312

313 Jason Warner

314 Mr. Warner seconded the comments neighbors have said. Mr. Nielsen has done a great job of
315 communicating his intentions. He asked that some thought be given to commercial access on
316 those roads which will affect his children and others in the neighborhood. He would support
317 residential development on the property.

318

319 Mayor Thomas asked if Mr. Nielsen had run numbers on the Commercial impact.

320

321 Mr. Nielsen stated that residential would be an option and he would look into it.

322

323 Mayor Thomas stated they would like some more information before they spend too much time
324 discussing this project.

325

326 Mr. Baker stated it is his understanding UDOT will not come in and put up sound walls for new
327 development only for old development if the code requires it.

328

329 Councilman Sorensen **Motioned** to deny the Jim Nielsen General Plan and Zoning Map
330 Amendment based on the incompatibility of the City ordinance. Councilman Leifson **Seconded**
331 and the motion **Passed** all in favor.

332

333 Mayor Thomas asked that Mr. Nielsen come back with some options.

334

335 **Ordinance Amendment Proposed Changes to Title 15 (continued from last meeting)**

336

337 Mr. Anderson explained the request changing the requirements for flag lots. The DRC has
338 recommended approval the Planning Commission has recommended denial, due to concerns one
339 being safety and the other aesthetics. He added that this is a city wide change not just site
340 specific.

341

342 Councilman Andersen asked for clarification on the Planning Commissions concern for safety.

343

344 Mr. Rosenbaum stated he was not aware of what those safety concerns may be.

345

346 Mr. Anderson stated there are other options for language if the Council chooses to pursue them.

347

348 Linda Bartholomew

349 Ms. Bartholomew said the specific flag lot they are referring to has problems with access, she
350 feels when Mark Dallin purchased the property it should have been worked out at that time. She
351 does not think just because there is a space they should put a house there. She does not see that
352 as an advantage to anyone.

353
354 Daren Farnworth

355 Mr. Farnworth said the access to the property is a 20 foot driveway, it meets all the standard
356 requirements for flag lots. They do not want to set precedence they just want to be able to do
357 what is already being allowed in other parts of the city.

358
359 Mayor Thomas does not think they need to fill up all the extra open space in the town.

360
361 Ms. Bartholomew feels the example homes were existing before the flag lots were created she
362 feels it is not good to stick a house in the middle of the lot.

363
364 Councilman Wadsworth asked for clarification on the Planning Commissions decision.

365
366 Mr. Anderson stated he does not understand entirely why they made that decision. They did not
367 like the idea of having flag lots outside the original plat area of the city.

368
369 Councilman Leifson made a **Motion** to close the public hearing and table this decision, also to
370 get clarification from the Planning Commission, more information and all the facts. Councilman
371 Sorensen **Seconded** and the motion **Passed** all in favor at 8:15 p.m.

372
373 The Council took a short break at 8:17 p.m.

374
375 **NEW BUSINESS:**

376
377 **Contract for Lead Removal at the Gun Club**

378
379 Mr. Baker explained the City has operated the gun club for a number of years and for several
380 years they have been looking at removing the lead. The contract was already in the state and they
381 needed to move on it quickly. The contract will be for a 65/35 split on the cost of the lead so it
382 will not cost the city anything.

383
384 Councilman Wadsworth made a **Motion** to approve the contract at the gun club to remove lead.
385 Councilman Sorensen **Seconded** and the motion **Passed** all in favor.

386
387 **Agreement for Professional Services – Comlink Land Services, LLC – Electrical System**
388 **Strategic Plan**

389
390 Mr. Heap stated they have sent out an RFP for professional services and received two back, they
391 recommend contracting with Comlink for professional services for the electrical system strategic
392 plan.

393
394 Councilman Barber made a **Motion** to approve the agreement for professional services with
395 Comlink for the electrical system drainage plan. Councilman Leifson **Seconded** and the motion
396 **Passed** all in favor.

397
398 **Agreement for Professional Services- Spanish Fork River FEMA Study**

399 **Agreement for Professional Services – Spanish Fork River Parkway Trail Design**

400
401 Mr. Heap explained the agreements, they have received several RFP's for professional work.
402 They met and reviewed the contracts they recommend the professional services of Bowen and
403 Collins for the FEMA study in the amount of \$26,676.00. For the Design Trail they recommend
404 Horrocks Engineering for professional services in the amount of \$109,800.00. Their
405 qualifications are better for what the city needs. He also mentioned as they have the subdivisions
406 develop in the river bottoms they will have Bowen and Collins do the work for the future
407 development to retain consistency and help with costs.

408
409 Councilman Wadsworth stated the track record Horrocks Engineering has with the City has been
410 great.

411
412 Councilman Wadsworth made a **Motion** to approve the agreement for professional services for
413 the Spanish Fork River FEMA Study and the Parkway trail design. Councilman Sorensen
414 **Seconded** and the motion **Passed** all in favor.

415
416 **Agreement for Professional Services – North Park Design Landmark Design Inc.**

417
418 Mr. Anderson explained the agreement for professional services that would allow construction to
419 begin on the North Park. They did request by invitation two proposals and they feel Landmark
420 Design Inc fits the best. Tonight they ask for approval of the contract for professional services
421 subject to approval of the last agreement.

422
423 Councilman Sorensen made a **Motion** to authorize the Mayor to execute the contract with
424 Landmark Design contingent upon approval from the State. Councilman Leifson **Seconded** and
425 the motion **Passed** all in favor.

426
427 **Interlocal Agreement with Spanish Fork Redevelopment Agency**

428
429 Mr. Baker explained the RDA will handle the financial end and this is an agreement between the
430 City and the RDA which will allow the City to fund these projects. He explained they indicated
431 the City will provide \$4 million for the improvements; the second would be the new utility
432 electrical rate for that area. That will not come from the tax rate from the City and this is a great
433 example of showing how public and private can work together. One source for additional funds
434 could be if needed the tax increment, the second is the sales tax. This is to give the City some
435 options and give an opportunity as a city to look at different options.

436
437 Councilman Sorensen made a **Motion** to authorize the Mayor to execute the Interlocal
438 Agreement with the RDA and adopt the resolution 07-07, a resolution authorizing the Mayor of
439 Spanish Fork City to execute contracts related to the North Park Community Development Area.
440 Councilman Leifson **Seconded** and the motion **Passed** all in favor.

441
442 **Assignment of the Tenedor Agreement**

443
444 Mr. Baker explained the agreement and the city's rights and obligations under that agreement
445 will be assigned to the RDA.

446

447 Councilman Leifson made a **Motion** authorizing the Mayor to sign and execute the assignment
448 of the development agreement with Tenedor. Councilman Andersen **Seconded** and the motion
449 **Passed** all in favor.

450
451 Mayor Thomas listed the candidates that have declared their candidacy in the upcoming election:
452

453 *Matt Barber *Jeremy Coe
454 *Rodney C. Dart *Richard Money Davis
455 *C. Timothy Ernst *Jim Garside
456 *Brian R. Hughes *Rosemary H. Jarman
457 *Jens P. Nielson *Alex Stone
458 *Scott Ward

459
460 He also thanked the Alcoa Foundation for their generous donation to the city for a wetlands
461 study.

462 **Board Appointments**

463
464
465 Councilman Barber explained Shane Marshall is the candidate for appointment to the Planning
466 Commission.

467
468 Mayor Thomas would like to appoint Shane Marshall to the Planning Commission.

469
470 The Council agreed all in favor.

471
472 Councilman Andersen feels it appropriate to bring those looking to be appointed before the
473 public. He feels the committees should have input on who should be appointed but that it is done
474 by discussion of the committee. The committee should make a recommendation and then, the
475 Council invites them to an executive session where they have an opportunity to talk about the
476 assignment and their qualifications. He feels they should use that as a way to fill these
477 appointments.

478
479 Mayor Thomas feels it would be great to have Shane Marshall come next time and introduce
480 himself to the city. He also pointed out as a Council they need to be very careful that they do
481 their homework for these appointments.

482
483 Councilman Andersen agreed and feels the committees need to look at who is on their board and
484 where they live so they can get some representation from different areas. He does not want to see
485 these as a political appointment either, he feels the combination of both entities will help keep it
486 neutral.

487
488 Mayor Thomas suggests asking for those that are interested in serving on the boards and
489 announcing it at the meetings.

490
491 Mr. Oyler stated there are currently five vacancies right now.

492
493 Councilman Leifson feels they need to be flexible.

494
495 Councilman Barber recommended Mr. Dave Lewis stay on the Planning Commission.

496

497 Mr. Baker explained the Planning Commission has been changed to serve a three year term with
498 no longer than six year limit.

499
500 Mayor Thomas would like to appoint Dave Lewis to continue serving on the Planning
501 Commission.

502
503 The Council agreed all in favor.

504
505 Mayor Thomas would like to see the city support the candidates as much as possible and find
506 ways to help get people involved.

507
508 Mr. Clark explained the PCA will have a decrease in the utility rate, he gave handouts regarding
509 that information.

510
511 **ADJOURN TO RDA MEETING:**

512
513 Councilman Sorensen made a **Motion** to adjourn to the RDA meeting. Councilman Barber
514 **Seconded** and the motion **Passed** all in favor at 9:23 p.m.

515
516 **ADJOURN:**

517
518 Councilman Sorensen made a **Motion** to adjourn the RDA meeting back to the City Council
519 meeting and then adjourn to executive session. Councilman Barber **Seconded** and the motion
520 **Passed** all in favor at 9:34 p.m.

521
522 ADOPTED:

523
524

Kimberly Robinson, Deputy Recorder

MEMO

TO: Mayor and Council
FROM: S. Junior Baker
DATE: 9 Aug. 2007
RE: GPS Interlocal Agreement

The South County cities entered into an interlocal agreement several years ago to share GPS equipment and employees. Santaquin has given its intent to withdraw from that arrangement, in order to have their own system. Salem is willing to pick up Santaquin's time and pay for Santaquin's equipment cost. The amended interlocal agreement on the agenda accomplishes that. It has no monetary effect on Spanish Fork, and is a continuation of our present agreement. Therefore, it has been placed on the consent agenda.

AMENDED G.P.S. INTERLOCAL AGREEMENT

WHEREAS, the Utah Interlocal Cooperation Act (UCA Section 11-13-1 et. Seq.) allows public entities, including municipalities, to enter into mutually advantageous agreements; and

WHEREAS, the Cities of Springville, Spanish Fork, Payson, Salem, and Santaquin have entered an interlocal agreement to provide for a global positioning system (G.P.S.) to assist their engineering departments in planning, surveying, and related work; and

WHEREAS, pursuant to the terms of the initial GPS Interlocal Agreement, Santaquin has given notice it is withdrawing from the arrangement; and

WHEREAS, Salem City is desirous of obtaining Santaquin's share of the time, and is willing to pay an increased amount, based upon its pro-rated, increased usage; and

WHEREAS, by proceeding in such a manner, each City can continue to receive the benefit of a G.P.S. at a reduced cost, without increasing the costs of the remaining members;

NOW THEREFORE, Springville, Spanish Fork, Payson, and Salem Cities hereby enter into this Interlocal agreement and hereby contract, covenant, and agree as follows:

1. The Cities agree to pool their resources in order to maintain the global positioning system and employees to operate the same, previously put in place, pursuant to the details, terms, and conditions set forth herein.
2. Spanish Fork City will coordinate the budgeting of the G.P.S. and will hire the employees as employees of Spanish Fork City.
3. Each City will contribute, between July 1st and July 10, of each year, their

percentage of the budget for the GPS system, including employees, as set forth in the following table:

<u>CITY</u>	<u>PERCENT</u>
SPRINGVILLE	25%
SPANISH FORK	35%
PAYSON	25%
SALEM	15%

4. The Cities may budget, in a given fiscal year, for updated equipment, software, accessories, and maintenance in order to keep the system operating in an appropriate manner.

Each City will pay its pro-rata share based on the percentage in the above table.

5. Spanish Fork will bill Salem for Santaquin's equipment costs in the amount of \$6,739.50, which will be included on the next quarterly invoice. Upon receipt of said sum from Salem, Spanish Fork will remit said sum to Santaquin to reimburse them for the equipment costs they have heretofore paid under the earlier interlocal cooperation agreement.

6. Spanish Fork will notify the other Cities of the anticipated budget amount for subsequent years ninety days prior to the beginning of the fiscal year. Each City will contribute a pro-rata share towards its expenses, which for budgeting purposes will require Springville to budget 25%, Spanish Fork 35%, Payson 25%, and Salem 15%. The employees will be required to keep track of the actual time spent on behalf of each City. On a quarterly basis, Spanish Fork City will bill each of the other Cities for their share of the employee expense actually incurred on behalf of that City during the quarter. Payment will be due within thirty days of the billings. During the course of each fiscal year, each City will be entitled to use the employee the amount of time equal to their percent of interest in the project, as indicated in the table in paragraph 3,

realizing that actual time spent and monies expended may vary slightly.

7. This agreement shall be valid for twenty years with the provision that any City may withdraw from this agreement by giving 90 days notice prior to the end of a fiscal year.

8. This agreement shall not be deemed to create or establish a separate entity, but each City shall maintain its own separate legal status.

9. Each City shall be required to be responsible for obtaining its own engineer, land surveyor, or other professional needed to sign and/or approve lots, documents, or to meet other requirements.

10. This agreement shall be interpreted pursuant to the laws of the State of Utah.

11. In the event that any party should be required to retain an attorney because of a default or breach of any other party, or to pursue any other remedy provided by law, then the nonbreaching or nondefaulting party shall be entitled to reasonable attorney fees, whether or not the matter is actually litigated.

12. This agreement may not be modified or otherwise amended without a signed written document executed by all of the parties hereto.

13. The invalidity of a portion of this agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular shall be held to include the plural and vice versa, and the use of any gender shall include any and all genders. The paragraph and section heading in this agreement are for convenience only and do not constitute a part of the provision hereof.

14. Should any provision of this agreement require judicial interpretation, the

court interpreting or construing the same shall not apply the presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself, or through his agents, prepared the same; it being acknowledged that all parties have participated in the preparation hereof.

15. This agreement is not assignable, it being specific to the parties hereto.

DATED this _____ day of August, 2007.

SPRINGVILLE CITY by:

GENE MANGUM, Mayor

ATTEST by:

VENLA GUBLER, Recorder

APPROVED AS TO FORM

JOHN A. PENROD, Springville City Attorney

SPANISH FORK CITY by:

JOE L THOMAS, Mayor

ATTEST by:

KENT R. CLARK, Recorder

APPROVED AS TO FORM

S. JUNIOR BAKER, Spanish Fork City Attorney

PAYSON CITY by:

BURTIS BILLS, Mayor

ATTEST by:

JEANETTE CURTIS, Recorder

APPROVED AS TO FORM

DAVID TUCKETT, Payson City Attorney

SALEM CITY by:

J. LANE HENDERSON, Mayor

ATTEST by:

JEFFREY D. NIELSON, Recorder

APPROVED AS TO FORM

S. JUNIOR BAKER, Salem City Attorney

MEMO

To: Mayor and Council

From: S. Junior Baker

Date: 13 Aug 2007

Re: Intermountain Power Superintendents Association Mutual Aid Agreement

The agenda contains an item under consent items called Intermountain Power Superintendents Association Mutual Aid Agreement. This is for the electric department and establishes rates to be charged if we need help, or if we help another city, following a disaster, getting power back on. This sets the rate at actual costs.

INTERMOUNTAIN POWER SUPERINTENDENTS ASSOCIATION
MUTUAL AID AGREEMENT
I.P.S.A

In consideration of the mutual commitments given herein, each of the IPSA Members signing this Mutual Aid Agreement agree to render aid to any other Member as follows:

- 1) Request for aid. The Requesting Member agrees to make its request in writing to the Aiding member within a reasonable time after aid is needed and with reasonable specificity. The Requesting Member agrees to compensate the Aiding Member as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Members.
- 2) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Member. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.
- 3) Invoice to the Requesting Signatory. Within 90 days of the return to the home work station, the Aiding Member shall submit to the Requesting Member an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement
- 4) Charges to the Requesting Member. Charges to the Requesting Member from the Aiding Member shall be as follows:
 - a) Labor force. Charges for labor shall be in accordance with the Aiding Members standard policy regular and overtime hourly rates. The Aiding Member shall not charge for benefits provided to employees while working under this Mutual Aid Agreement.
 - b) Equipment. There will be no Charges for equipment, such as bucket trucks, digger derricks and other equipment used by the Aiding Member. If Equipment is rented, the actual cost of rental may be charged to the Requesting Member after written approval is received by Aiding Member. Actual fuel charges for equipment may be submitted.
 - c) Materials. All materials supplied by the Aiding Member shall be billed at their actual or replacement cost.
 - d) Transportation. The Aiding Member shall transport needed personnel and equipment by reasonable and customary means to the Requesting Members location and shall charge actual costs (wages at hourly rate, regular or overtime) for such transportation.
 - e) Fuel. Actual fuel costs incurred for transportation to, from and during this agreement may be submitted for reimbursement to the Requesting Member.
 - f) Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the actual costs incurred by the Aiding Member.
- 5) Counterparts. The signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- 6) Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

IPSA Member Entity _____

Address _____

Authorized by _____ (please print)

Title _____

Signature _____ Date _____



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 **7:00 p.m. on August 21, 2007**

AGENDA ITEMS:

- 1. Call to Order**
- 2. Meeting Minutes of the Redevelopment Agency – June 19, 2007; July 17, 2007**
- 3. Public Hearing of the Redevelopment Agency of Spanish Fork Concerning the Proposed “Wasatch Wind Community Development Project Area Plan” Dated July 16, 2007**
 - A. Explanation of Purposes of the Public Hearing – Randall Feil
 - B. Review of Wasatch Wind Community Development Project Area Plan – David Oyler
 - C. Agency Board Question Period Regarding Draft Plan
 - D. Receipt of Written or Oral Objections to the Project Area Plan; Public Comment on Draft Project Area Plan; and Public Comment on Whether Project Area Plan Should be Revised, Adopted or Rejected:
 - (1) Presentations by Property Owners Within Proposed Project Area, If Any
 - (2) Presentations by Taxing Entities, If Any
 - (3) Presentations by Other Parties Having an Interest
 - E. Agency Board Question Period and Response by Agency Staff
 - F. Motion to Close Public Hearing

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.

- 4. Summary of Proposed Findings – Wasatch Wind CDA Project Area Plan – Randall Feil**
- 5. Consideration and Adoption of Findings – Wasatch Wind CDA Project Area Plan**
- 6. Consideration and Adoption of Resolution Adopting the Wasatch Wind Community Development Project Area Plan Dated July 16, 2007**
- 7. Interlocal Agreement with Nebo School District – Wasatch Wind CDA**
- 8. Interlocal Agreement CUWCD – Wasatch Wind CDA**
- 9. Interlocal Agreement with Spanish Fork City – Wasatch Wind CDA**
- 10. Interlocal Agreement with North Park CDA**
- 11. Other Agency Business**
- 12. Motion to Adjourn Redevelopment Agency Meeting**

Tentative Minutes
Spanish Fork City Redevelopment Agency Meeting
June 19, 2007

Board Member's Present: Chariman Joe L Thomas, Councilmember's G. Wayne Andersen, Seth V. Sorensen, Matthew D. Barber, Steven M. Leifson

Staff Present: Dave Oyler, Seth Perrins, Junior Baker, Dee Rosenbaum, Dale Robinson, Richard Heap, Elaine Hanson, Steven Money, Kent Clark, John Bowcut, Kimberly Robinson

Citizens Present: Larry Johnson, Allen Hall, Faye Hall, Nathan Oberhansly, Mark Stoddard

RDA MEETING:

Councilman Sorensen made a **motion** to move to executive session after the RDA meeting. Councilman Leifson **seconded** and the motion **passed** all in favor at 7:05 p.m.

Councilman Sorensen made a **motion** to open the RDA meeting. Councilman Andersen **seconded** and motion **passed** all in favor.

PUBLIC HEARING:

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

Mr. Clark explained in the RDA budget there is no change from the original budget.

This item was opened for public comment. There was no public comment made at this time.

Mr. Barber made a **motion** to close the public hearing. Mr. Leifson **seconded** and the motion **passed** all in favor.

MINUTES:

Minutes of Redevelopment Agency Meeting June 5, 2007

Mr. Barber made a **motion** to approve the RDA minutes. Mr. Sorensen **seconded** and the motion **passed** all in favor.

ADJOURN:

Councilman Barber made a **motion** to adjourn to executive session for real estate and potential litigation issues. Councilman Leifson **seconded** and the motion **passed** all in favor at 7:08 p.m.

ADOPTED:

Kimberly Robinson, Deputy Recorder

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Tentative Meeting Minutes
Spanish Fork City Redevelopment Agency
July 17, 2007

Boardmember's Present: Mayor Joe L Thomas, Councilmember's Matthew D. Barber, Chris C. Wadsworth, G. Wayne Andersen, Seth V. Sorensen

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

Citizens Present: Citizens Present: John Davis, Allen Carter, Julie Carter, Kelly Mitchell, Andrea Mitchell, Linda Bartholomew, Byron L. *Illegible*, Joyce N. *Illegible*, Jeff L. Peery, Kyle Lowe, Andrew Haun, David Lowe, Roger Tuckett, Matt Cole, Paul Bradford, Darin Farnworth, James Memmott, Heather Stevens, Steve Murdock, Lori Ann Sleight, Kevin Sleight, Raychellene Talbot, Diana Brandon, Shalee Lewis, Clarissa Broomhead, Alina Haycock, Ashley Harward, Clyde W. Johnson, Susan W. Johnson,

ADJOURN TO RDA MEETING:

Councilman Sorensen made a **motion** to adjourn to RDA meeting. Councilman Barber **seconded** and the motion **passed** all in favor at 9:23 p.m.

Interlocal Agreement with Spanish Fork City

Mr. Sorensen made a **motion** to approve the Interlocal Agreement and authorize the Mayor to execute the agreement. Mr. Andersen **seconded** and the motion **passed** all in favor.

Assignment of Tenedor Agreement

Mr. Barber made a **motion** to accept the Tenedor agreement. Mr. Wadsworth **seconded** and the motion **passed** all in favor.

Development Agreement with Tenendor, LLC

Mr. Baker explained the agreement and the discussions he agreed that the RDA would pay \$8.9 Million and it obligates the developer to build the park and meet our specifications. The developer will widen 1000 North all the way from Main to 600 East with a light installed and will be extending the streets, storm drainage, and he will take upon himself all those public infrastructure costs. We will need a supplemental agreement to specify the details. The developer will be able to get the loan for approximately 7% and we will be responsible to pay the interest. In the event that the city

47 needs more funds it allows us to use more funds. The key thing they need to understand
48 we are obligating the city to pay \$8.9 million plus interest over the course of 20 years.

49
50 Mr. Sorensen made a **motion** to authorize the chairman of the RDA to execute the
51 supplemental development agreement with Tenedor, LLC dealing with the North Park
52 RDA. Mr. Leifson **seconded** and the motion **passed** all in favor.

53

54

55 **ADJOURN:**

56

57

58 Mr. Sorensen made a **motion** to adjourn to city council and then adjourn to executive
59 session at 9:34 p.m. Mr. Barber **seconded** and the motion **passed** all in favor.

60

61

62 ADOPTED:

63

64

65

Kimberly Robinson, Deputy Recorder

RDA RESOLUTION NO. 07-03

ROLL CALL

VOTING	YES	NO
CHAIR JOE L THOMAS <i>(VOTES ONLY IN CASE OF TIE)</i>		
G. WAYNE ANDERSEN <i>Boardmember</i>		
MATTHEW D. BARBER <i>Boardmember</i>		
STEVE LEIFSON <i>Boardmember</i>		
SETH V. SORENSEN <i>Boardmember</i>		
CHRIS C. WADSWORTH <i>Boardmember</i>		

I MOVE this resolution be adopted: _____

I SECOND the foregoing motion: _____

RDA RESOLUTION NO. 07-03

RESOLUTION OF THE REDEVELOPMENT AGENCY OF SPANISH FORK
ADOPTING THE COMMUNITY DEVELOPMENT PROJECT AREA PLAN
ENTITLED, "WASATCH WIND COMMUNITY DEVELOPMENT PROJECT
AREA PLAN," DATED JULY 16, 2007

WHEREAS, the Redevelopment Agency of Spanish Fork (the "Agency") was created to transact the business and exercise the powers provided for in the former Utah Neighborhood Development Act and Utah Redevelopment Agencies Act, and the current Utah Community Development and Urban Renewal Agencies Act and any successor law or act (the "Act"); and

WHEREAS, the City of Spanish Fork has a planning commission and has adopted a general plan pursuant to applicable law; and

WHEREAS, the Agency by Resolution has authorized the preparation of a draft project area plan as provided in Section 17C-4-101, Utah Code Annotated 1953, as amended; and

WHEREAS, pursuant to Section 17C-4-103 the Agency has (a) prepared a draft of the Wasatch Wind Community Development Project Area Plan (the "Project Area Plan" or "Plan") and (b) made the draft Project Area Plan available to the public at the Agency's offices during normal business hours; and

WHEREAS, the Agency has provided notice of the Plan hearing as provided in Sections 17C-4-302, 401 and 402; and

WHEREAS, the Agency has held a public hearing on the draft Project Area Plan and at that Plan hearing (a) allowed public comment on the draft Project Area Plan and whether the draft Project Area Plan should be revised, approved or rejected, and (b) received all written and heard all oral objections to the draft Project Area Plan; and

WHEREAS, before holding the Plan hearing, the Agency provided for the State Board of Education and each taxing entity that levies a tax on property within the Wasatch Wind Community Development Project Area an opportunity to consult with the Agency regarding the draft Project Area Plan; and

WHEREAS, after holding the Plan hearing the Agency considered the oral and written objections to the draft Project Area Plan, and whether to revise, approve or reject the draft Project Area Plan; and

WHEREAS, less than one year has passed since the date of the Plan hearing.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of Spanish Fork:

Section 1. Adoption of Project Area Plan. It has become necessary and desirable to adopt the Project Area Plan entitled, "Wasatch Wind Community Development Project Area Plan," dated July 16, 2007. The Project Area Plan is hereby designated as the official Project Area Plan for the Wasatch Wind Community Development Project Area. The Agency hereby officially adopts the Project Area Plan by Resolution and shall submit the Project Area Plan, together with a copy of this Resolution, to the City Council of Spanish Fork requesting that the Project Area Plan be adopted by ordinance of the legislative body of Spanish Fork in accordance with the provisions of the Act.

Section 2. Legal Description of the Project Area Boundaries. The legal description of the boundaries of the Wasatch Wind Community Development Project Area (the "Project Area") covered by the Project Area Plan is as follows, to-wit:

COMMENCING EAST 4060.24 FEET AND SOUTH 1025.28 FEET FROM THE WEST 1/4 CORNER OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE MERIDIAN; THENCE AS FOLLOWS:

S 38°48'57" E 1787.12'
 S 01°10'28" W 256.41'
 EAST 239.44'
 THENCE ALONG THE ARC OF A 2764.79 FOOT RADIUS CURVE TO THE RIGHT A
 DISTANCE OF 985.42 FEET, CHORD BEARING S30°29'53"E 980.21 FEET;
 S 19°18'13" E 193.33'
 N 75°15'38" E 70.82'
 S 18°20'12" E 921.81'
 S 74°24'40" W 319.15'
 N 23°24'30" W 398.29'
 THENCE ALONG THE ARC OF A 393.31 FOOT RADIUS CURVE TO THE LEFT A
 DISTANCE OF 370.69 FEET, CHORD BEARING N50°24'30"W 357.12 FEET;
 THENCE ALONG THE ARC OF A 163.73 FOOT RADIUS CURVE TO THE RIGHT A
 DISTANCE OF 83.82 FEET, CHORD BEARING N62°44'30"W 82.91 FEET;
 N 48°04'30" W 104.01'
 THENCE ALONG THE ARC OF A 552.46 FOOT RADIUS CURVE TO THE LEFT A
 DISTANCE OF 54.96 FEET, CHORD BEARING N50°55'30"W 54.94 FEET;
 N 53°46'30" W 261.27'
 THENCE ALONG THE ARC OF A 313.73 FOOT RADIUS CURVE TO THE LEFT A
 DISTANCE OF 249.69 FEET, CHORD BEARING N76°34'30"W 243.15 FEET;
 S 80°37'30" W 71.20'
 THENCE ALONG THE ARC OF A 402.46 FOOT RADIUS CURVE TO THE RIGHT A
 DISTANCE OF 187.19 FEET, CHORD BEARING N86°03'00"W 185.51 FEET;
 N 72°43'30" W 715.38'
 THENCE ALONG THE ARC OF A 313.74 FOOT RADIUS CURVE TO THE LEFT A
 DISTANCE OF 74.19 FEET, CHORD BEARING N79°30'00"W 74.02 FEET;
 THENCE ALONG THE ARC OF A 163.73 FOOT RADIUS CURVE TO THE RIGHT A
 DISTANCE OF 137.07 FEET, CHORD BEARING N62°17'30"W 133.10 FEET;
 THENCE ALONG THE ARC OF A 313.73 FOOT RADIUS CURVE TO THE LEFT A
 DISTANCE OF 251.60 FEET, CHORD BEARING N61°17'00"W 244.92 FEET;
 THENCE ALONG THE ARC OF A 402.44 FOOT RADIUS CURVE TO THE RIGHT A
 DISTANCE OF 87.91 FEET, CHORD BEARING N78°00'00"W 87.74 FEET;
 N 71°44'30" W 294.00'
 THENCE ALONG THE ARC OF A 163.74 FOOT RADIUS CURVE TO THE RIGHT A
 DISTANCE OF 119.45 FEET, CHORD BEARING N50°50'30"W 116.82 FEET;
 N 29°56'30" W 201.00'
 THENCE ALONG THE ARC OF A 313.72 FOOT RADIUS CURVE TO THE LEFT A
 DISTANCE OF 82.98 FEET, CHORD BEARING N37°31'10"W 82.74 FEET;
 N 70°12'19" E 71.24'
 S 69°16'28" E 197.80'
 N 80°48'40" E 344.42'
 N 13°26'16" E 344.78'
 THENCE ALONG THE ARC OF A 44.47 FOOT RADIUS CURVE TO THE RIGHT A
 DISTANCE OF 71.55 FEET, CHORD BEARING N54°18'28"W 64.08 FEET;

N 08°13'04" W 239.50'
N 22°19'59" W 218.74'
THENCE ALONG THE ARC OF A 22.27 FOOT RADIUS CURVE TO THE LEFT A
DISTANCE OF 18.85 FEET, CHORD BEARING N46°34'27"W 18.29 FEET;
N 70°45'42" W 16.98'
N 01°22'02" W 0.56'
N 89°26'13" W 228.60'
S 68°44'01" W 458.92'
N 41°40'59" W 154.92'
N 37°29'13" W 325.34'
N 39°35'21" E 81.04'
N 40°11'19" E 557.23'
N 40°03'25" E 1059.42'
S 41°17'35" E 676.69'
TO THE POINT OF BEGINNING CONTAINING 127.08 ACRES
BASIS OF BEARING = UTAH COORDINATE BEARING, CENTRAL ZONE

A map of the Wasatch Wind Community Development Project Area is attached and incorporated herein as Exhibit "A".

Section 3. Agency's Purposes and Intent. The Agency's purposes and intent with respect to the Project Area are to accomplish the following:

- A. Encourage and accomplish appropriate development and economic development within the Project Area.
- B. Promote and market the Project Area for development that will be complimentary to existing businesses and will enhance the economic health of the community through diversification of the City's tax base.
- C. Assist in the development of the Project Area if sound long-term economic activity can be increased thereby.

Section 4. Project Area Plan Incorporated by Reference. The Project Area Plan, together with any supporting documents, are incorporated herein by reference, and made a part of this Resolution. Copies of the Project Area Plan shall be filed and maintained in the office of the Agency and the City Recorder for public inspection.

Section 5. Agency Board Findings. The Agency Board hereby determines and finds as follows:

The adoption of the Project Area Plan will:

A. Satisfy a public purpose by, among other things, encouraging and accomplishing appropriate development and economic development within the Project Area;

B. Provide a public benefit, as shown by the benefit analysis included in the Project Area Plan as required pursuant to Subsection 17C-4-103(11) of the Act;

C. Be economically sound and feasible; it is expected that the private sector will perform required construction and installation relating to projects, and any related funding from the Agency will be by way of reimbursement from sales tax or property tax proceeds received by the Agency, which sales tax increment or property tax increment is created by the establishment and operation of the new facilities or projects;

D. Conform to the City of Spanish Fork's general plan, because the Plan provides that all development in the Project Area is to be in accordance with the City's zoning ordinances and requirements;

E. Promote the public peace, health, safety and welfare of the City of Spanish Fork.

Section 6. Acquisition of Property. The Agency may acquire (but is not required to acquire) property in the Project Area by negotiation, gift, devise, exchange, purchase, or other lawful method, but not by **eminent domain (condemnation)** except from an Agency board member or officer with their consent. The Agency is authorized to acquire (but is not required to acquire) any other interest in real property in the Project Area less than fee title such as leasehold interests, easements, rights of way, etc. by negotiation, gift, devise, exchange, purchase or other lawful method, but not by **eminent domain (condemnation)** except from an Agency board member or officer with their consent.

Section 7. Financing.

A. Subject to any limitations required by currently existing law (unless a limitation is subsequently eliminated), this Resolution hereby specifically incorporates all of the provisions of the Act that authorize or permit the Agency to receive funding for the Project Area and that authorize the various uses of such funding by the Agency, and to the extent greater (or more beneficial to the Agency) authorization for receipt of funding by the Agency or use thereof by the Agency is provided by any amendment of the Act or by any successor provision, law or act, those are also specifically incorporated herein. It is the intent of this Resolution that the Agency shall have the broadest authorization and permission for receipt of and use of sales tax, tax increment and other funding as is authorized by law, whether by existing or amended provisions of law. This Resolution also incorporates the specific provisions relating to funding of community development project areas permitted by Title 17C, Chapter 4, Part 2, Utah Code Annotated, 1953, as amended, which provide in part as follows:

“17C-4-201. Consent of a taxing entity or public agency to an agency receiving tax increment or sales tax funds for community development project.

(1) An agency may negotiate with a taxing entity and public agency for the taxing entity's or public agency's consent to the agency receiving the entity's or public agency's tax increment or sales tax revenues, or both, for the purpose of providing funds to carry out a proposed or adopted community development project area plan.

(2) The consent of a taxing entity or public agency under Subsection (1) may be expressed in:

(a) a resolution adopted by the taxing entity or public agency; or

(b) an interlocal agreement, under Title 11, Chapter 13, Interlocal Cooperation Act, between the taxing entity or public agency and the agency.

(3) A school district may consent to an agency receiving tax increment from the school district's basic levy only to the extent that the school district also consents to the agency receiving tax increment from the school district's local levy.

(4) (a) A resolution or interlocal agreement under this section may be amended from time to time.

(b) Each amendment of a resolution or interlocal agreement shall be subject to and receive the benefits of the provisions of this part to the same extent as if the amendment were an original resolution or interlocal agreement.

(5) A taxing entity's or public agency's consent to an agency receiving funds under this section is not subject to the requirements of Section 10-8-2.”

B. The particulars as to the amount and duration of funding for the Project Area shall be as provided for in the funding resolutions or interlocal agreements of taxing entities and public agencies, unless another method is provided by law that is more beneficial to the Agency.

Section 8. This Resolution shall take effect immediately upon adoption, and pursuant to the provisions of the Act, the Project Area Plan shall become effective upon adoption by Ordinance of the legislative body of the City of Spanish Fork.

IN WITNESS WHEREOF, the Redevelopment Agency Spanish Fork has approved, passed and adopted this Resolution this 21st day of August 2007.

ATTEST:

Chairperson

EXHIBIT "A"
MAP OF WASATCH WIND COMMUNITY DEVELOPMENT PROJECT AREA

RDA RESOLUTION NO. 07- ____

ROLL CALL

VOTING	YES	NO
CHAIR JOE L THOMAS <i>(VOTES ONLY IN CASE OF TIE)</i>		
G. WAYNE ANDERSEN <i>Boardmember</i>		
MATTHEW D. BARBER <i>Boardmember</i>		
STEVE LEIFSON <i>Boardmember</i>		
SETH V. SORENSEN <i>Boardmember</i>		
CHRIS C. WADSWORTH <i>Boardmember</i>		

I MOVE this resolution be adopted: _____

I SECOND the foregoing motion: _____

RDA RESOLUTION NO. 07- ____

RESOLUTION OF THE GOVERNING BOARD OF THE REDEVELOPMENT
AGENCY OF SPANISH FORK APPROVING AND AUTHORIZING EXECUTION
OF AN INTERLOCAL AGREEMENT BETWEEN THE REDEVELOPMENT
AGENCY OF SPANISH FORK AND THE NEBO SCHOOL DISTRICT

WHEREAS, after careful analysis and consideration of relevant information, the REDEVELOPMENT AGENCY OF SPANISH FORK (the “**Agency**”) and the Nebo School District (the “**Taxing Entity**”) desire to approve and enter into the Interlocal Agreement attached hereto as Exhibit “A,” whereby the Taxing Entity consents to the Agency receiving certain property tax increment from the Wasatch Wind Community Development Project Area (the “**Project Area**”) attributable to the Taxing Entity’s tax levy and that such tax increment be used to fund the Project Area and the Wasatch Wind Community Development Project Area Plan (the “**Plan**”); and

WHEREAS, Section 11-13-202.5, Utah Code Annotated 1953, as amended, requires certain interlocal agreements be approved by resolution of the legislative body, governing board, council or other governing body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE GOVERNING BOARD OF THE REDEVELOPMENT AGENCY OF SPANISH FORK as follows:

1. The attached Interlocal Agreement between the Agency and the Taxing Entity is hereby approved and shall be executed by the Agency by signature of the appropriate person(s); and

2. The Interlocal Agreement shall be effective immediately upon execution and shall have an effective date of the later of August 22, 2007 or the day after the date of the adoption by the Agency of the Wasatch Wind Community Development Project Area Plan; and

3. Pursuant Section 11-13-202.5, Utah Code Annotated, 1953 as amended, said Interlocal Agreement shall be submitted to legal counsel of the Agency for review and signature indicating approval as to proper form and compliance with applicable law; and

3. Pursuant to Section 11-13-209, Utah Code Annotated, 1953 as amended, a duly executed original counterpart of said Interlocal Agreement shall be filed immediately with the Spanish Fork Recorder, the keeper of records of the Agency; and

4. Pursuant to Section 11-13-219(3)(c)(ii), Utah Code Annotated, 1953 as amended, this Resolution and the Interlocal Agreement shall be available at the principal place of business of the Agency, located at 40 South Main Street, Spanish Fork, Utah, during regular business hours for 30 days after the publication of the notice, if any, of this Resolution and/or the Interlocal Agreement pursuant to Section 11-13-219.

5. This Resolution shall become effective immediately.

ADOPTED by the governing board of the REDEVELOPMENT AGENCY OF SPANISH FORK this ____ day of _____ 2007.

REDEVELOPMENT AGENCY OF
SPANISH FORK

_____, Chairperson

ATTEST:

_____, Executive Director__

RECORD OF VOTE:

YES

NO

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into as of the ____ day of _____ 2007, by and between the REDEVELOPMENT AGENCY OF SPANISH FORK (the “**Agency**”) and the CENTRAL UTAH WATER CONSERVANCY DISTRICT (the “**Taxing Entity**”). The foregoing are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, the Agency has been created and organized for the purposes provided in the former Utah Neighborhood Development Act, the former Utah Redevelopment Agencies Act and the current Utah Community Development and Renewal Agencies Act, Title 17C, Chapters 1 through 4, Utah Code Annotated 1953, as amended, and any successor law or act (the “**Development Act**”) and is authorized and empowered to undertake various activities and actions pursuant to the Development Act; and

WHEREAS, it is expected that on or about August 21, 2007 the Agency will establish the Wasatch Wind Community Development Project Area (the “**Project Area**”) through adoption of the proposed Wasatch Wind Community Development Project Area Plan; and

WHEREAS, pursuant to interlocal agreements with taxing entities the Development Act authorizes funding of community development project areas and plans, such as the Project Area and related Wasatch Wind Community Development Project Area Plan (the “**Plan**”), with tax increment; and

WHEREAS, the Agency is willing to use certain property tax increment from the Project Area attributable to the Taxing Entity’s tax levy, and the Taxing Entity is willing to consent that certain property tax increment from the Project Area attributable to the Taxing Entity’s tax levy be used, to fund the Project Area and Plan; and

WHEREAS, Section 17C-4-201 of the Development Act authorizes a taxing entity to “consent to the [A]gency receiving the taxing entity’s tax increment or sales tax revenues, or both, for the purpose of providing funds to carry out a proposed or adopted community development project area plan;” and

WHEREAS, Section 11-13-215, Utah Code Annotated also authorizes a taxing entity to share its tax and other revenues with other governmental agencies; and

WHEREAS, “for the purpose of providing funds to carry out” the Plan if it is adopted, the Taxing Entity desires to consent that the Agency receive certain tax increment from the Project Area attributable to the Taxing Entity’s tax levy in accordance with the terms of this Agreement; and

WHEREAS, this Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Development Act, and the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended (the “**Cooperation Act**”).

NOW, THEREFORE, for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

1. Base Year and Base Taxable Value; Payment of Tax Increment to Agency by Utah County. The Parties agree that for purposes of calculation of the Taxing Entity’s share of tax increment from the Project Area to be paid by Utah County to the Agency pursuant to this Agreement, the base year shall be 2006, and the base taxable value shall be the 2006 assessed taxable value of all real and personal property within the Project Area. Based upon review of Utah County and Utah State Tax Commission records, the Parties believe that the 2006 base taxable value of the Project Area is approximately \$529,191. The property tax revenues from the Taxing Entity’s levy that are attributable to the base taxable value shall continue to be paid by Utah County to the Taxing Entity. The increase in the property tax revenues attributable to the Taxing Entity’s tax levy on both real and personal property within the Project Area, over and above the property tax revenues attributable to Taxing Entity’s tax levy on the base taxable value, or in other words the tax increment attributable to the Taxing Entity’s tax levy (the “**Tax Increment**”), in accordance with Section 17C-4-203(2) of the Act shall be paid by Utah County to the Agency for the period of time as provided and set forth in Section 2 below.

2. Taxing Entity’s Consent. The Taxing Entity, pursuant to Section 17C-4-201 of the Development Act and Section 11-13-215 of the Cooperation Act, hereby agrees and consents that the Agency, for the ten tax years consisting of the tax years 2009 through 2018, shall receive 100% of the Tax Increment attributable to the Taxing Entity’s tax levy on both real and personal property within the Project Area, for the purpose of providing funds to the Agency to carry out the Plan; PROVIDED, HOWEVER, that the Agency may not be paid any portion of the Taxing Entity’s taxes resulting from an increase in the Taxing Entity’s tax rate that occurs after the Effective Date (defined below) of this Agreement, unless the Taxing Entity specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. Tax increment attributable to the Taxing Entity’s tax levy for tax years beyond tax year 2018 shall be paid by Utah County to the Taxing Entity.

3. Payment to Taxing Entity by Agency Pursuant to Section 17C-1-410. Pursuant to Section 17C-1-410 of the Development Act, for each of tax years 2009 through 2018 the Agency shall pay to the Taxing Entity an amount equal 30% of the Tax Increment attributable to the Taxing Entity’s tax levy that was received by the Agency from Utah County. Said payment shall be made by the Agency to the Taxing Entity within 30 days of the Agency having received from Utah County all of the Tax Increment for the applicable tax year and the final accounting thereof is complete.

4. No Third Party Beneficiary. Nothing in this Agreement shall be deemed or considered to create any obligation in favor of or rights in any person or entity not a party to this Agreement. No person or entity is an intended third party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

5. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation and due diligence regarding the relevant facts concerning the Project Area and Plan and the expected benefits to the community and to the Parties, and each of the Parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

6. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized by a resolution of the legislative body or governing board of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5 of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated as the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. The term of this Agreement shall commence on the date of full execution of this Agreement by the Parties and continue through the date that is 180 days after the last payment of Tax Increment by the County to the Agency pursuant to the terms and provisions of this Agreement, but in any event shall terminate by December 31, 2019.

7. Publication of Notice. Immediately after execution of this Agreement by the Parties, each of the Parties shall cause to be published a notice regarding this Agreement and the Party's resolution authorizing this Agreement, as provided and allowed pursuant to Section 11-13-219 of the Cooperation Act.

8. Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

9. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

10. Effective Date. This Agreement shall become effective on the later of August 22, 2007 or the day after the date of the adoption by the Agency of the Wasatch Wind Community Development Project Area Plan.

ENTERED into as of the day and year first above written.

REDEVELOPMENT AGENCY OF SPANISH FORK

By: _____
_____, Chairperson

ATTEST:

By: _____
_____, Executive Director

Attorney Review for Redevelopment Agency:

The undersigned, as special counsel for the Redevelopment Agency of Spanish Fork, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable state law.

Randall S. Feil, Special Counsel for
Redevelopment Agency of Spanish Fork

CENTRAL UTAH WATER CONSERVANCY DISTRICT

By: _____
_____, Chairperson

ATTEST:

_____, Secretary

Attorney Review for Taxing Entity:

The undersigned, as attorney for Central Utah Water Conservancy District, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for Central Utah Water
Conservancy District

RDA RESOLUTION NO. 07-04

ROLL CALL

VOTING	YES	NO
CHAIR JOE L THOMAS <i>(VOTES ONLY IN CASE OF TIE)</i>		
G. WAYNE ANDERSEN <i>Boardmember</i>		
MATTHEW D. BARBER <i>Boardmember</i>		
STEVE LEIFSON <i>Boardmember</i>		
SETH V. SORENSEN <i>Boardmember</i>		
CHRIS C. WADSWORTH <i>Boardmember</i>		

I MOVE this resolution be adopted: _____

I SECOND the foregoing motion: _____

RDA RESOLUTION NO. 07-04

RESOLUTION OF THE GOVERNING BOARD OF THE REDEVELOPMENT AGENCY OF SPANISH FORK APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF SPANISH FORK AND THE CENTER UTAH WATER CONSERVANCY DISTRICT

WHEREAS, after careful analysis and consideration of relevant information, the REDEVELOPMENT AGENCY OF SPANISH FORK (the “**Agency**”) and the Center Utah Water Conservancy District (the “**Taxing Entity**”) desire to approve and enter into the Interlocal Agreement attached hereto as Exhibit “A,” whereby the Taxing Entity consents to the Agency receiving certain property tax increment from the Wasatch Wind Community Development Project Area (the “**Project Area**”) attributable to the Taxing Entity’s tax levy and that such tax increment be used to fund the Project Area and the Wasatch Wind Community Development Project Area Plan (the “**Plan**”); and

WHEREAS, Section 11-13-202.5, Utah Code Annotated 1953, as amended, requires certain interlocal agreements be approved by resolution of the legislative body, governing board, council or other governing body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE GOVERNING BOARD OF THE REDEVELOPMENT AGENCY OF SPANISH FORK as follows:

1. The attached Interlocal Agreement between the Agency and the Taxing Entity is hereby approved and shall be executed by the Agency by signature of the appropriate person(s); and

2. The Interlocal Agreement shall be effective immediately upon execution and shall have an effective date of the later of August 22, 2007 or the day after the date of the adoption by the Agency of the Wasatch Wind Community Development Project Area Plan; and

3. Pursuant Section 11-13-202.5, Utah Code Annotated, 1953 as amended, said Interlocal Agreement shall be submitted to legal counsel of the Agency for review and signature indicating approval as to proper form and compliance with applicable law; and

3. Pursuant to Section 11-13-209, Utah Code Annotated, 1953 as amended, a duly executed original counterpart of said Interlocal Agreement shall be filed immediately with the Spanish Fork Recorder, the keeper of records of the Agency; and

4. Pursuant to Section 11-13-219(3)(c)(ii), Utah Code Annotated, 1953 as amended, this Resolution and the Interlocal Agreement shall be available at the principal place of business of the Agency, located at 40 South Main Street, Spanish Fork, Utah, during regular business hours for 30 days after the publication of the notice, if any, of this Resolution and/or the Interlocal Agreement pursuant to Section 11-13-219.

5. This Resolution shall become effective immediately.

ADOPTED by the governing board of the REDEVELOPMENT AGENCY OF SPANISH FORK this ____ day of _____ 2007.

REDEVELOPMENT AGENCY OF
SPANISH FORK

_____, Chairperson

ATTEST:

_____, Executive Director__

RECORD OF VOTE:

YES

NO

ORDINANCE NO. 13-07

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: Councilman _____

I SECOND the foregoing motion: Councilman _____

ORDINANCE NO. 13-07

AN ORDINANCE OF THE CITY COUNCIL OF SPANISH FORK, STATE OF UTAH, ADOPTING THE COMMUNITY DEVELOPMENT PROJECT AREA PLAN ENTITLED, "WASATCH WIND COMMUNITY DEVELOPMENT PROJECT AREA PLAN," DATED JULY 16, 2007.

BE IT ORDAINED BY THE CITY COUNCIL OF SPANISH FORK, STATE OF UTAH, AS FOLLOWS:

SECTION I. This Ordinance pertaining to the "Wasatch Wind Community Development Project Area Plan" is hereby enacted to read as follows:

WASATCH WIND COMMUNITY DEVELOPMENT PROJECT AREA PLAN

Sections:

1. Adoption of Project Area Plan.
2. Project Boundaries.
3. Purposes of Project Area Plan.
4. Project Area Plan Incorporated by Reference.
5. Findings.
6. Acquisition of Property.
7. Funding.
8. Effective Date.

Section 1. Adoption of Project Area Plan. The Redevelopment Agency of Spanish Fork (the "Agency") has adopted the Project Area Plan entitled, "Wasatch Wind Community Development Project Area Plan," dated July 16, 2007 (the "Project Area Plan"). The Project Area Plan is hereby designated as the official Community Development Project Area Plan of the Wasatch Wind Community Development Project Area. The City, after review of the Agency's findings, as set forth herein, hereby adopts by Ordinance the Project Area Plan pursuant to Section 17C-4-105 of the Utah Community Development and Renewal Agencies Act.

Section 2. Project Boundaries. The legal description of the boundaries of the project area (the "Project Area") covered by the Project Area Plan is as follows, to-wit:

COMMENCING EAST 4060.24 FEET AND SOUTH 1025.28 FEET FROM THE WEST 1/4 CORNER OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE MERIDIAN; THENCE AS FOLLOWS:

S 38°48'57" E 1787.12'
 S 01°10'28" W 256.41'
 EAST 239.44'

THENCE ALONG THE ARC OF A 2764.79 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 985.42 FEET, CHORD BEARING S30°29'53"E 980.21 FEET;

S 19°18'13" E 193.33'
 N 75°15'38" E 70.82'
 S 18°20'12" E 921.81'
 S 74°24'40" W 319.15'
 N 23°24'30" W 398.29'

THENCE ALONG THE ARC OF A 393.31 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 370.69 FEET, CHORD BEARING N50°24'30"W 357.12 FEET;

THENCE ALONG THE ARC OF A 163.73 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 83.82 FEET, CHORD BEARING N62°44'30"W 82.91 FEET;

N 48°04'30" W 104.01'

THENCE ALONG THE ARC OF A 552.46 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 54.96 FEET, CHORD BEARING N50°55'30"W 54.94 FEET;

N 53°46'30" W 261.27'

THENCE ALONG THE ARC OF A 313.73 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 249.69 FEET, CHORD BEARING N76°34'30"W 243.15 FEET;

S 80°37'30" W 71.20'
 THENCE ALONG THE ARC OF A 402.46 FOOT RADIUS CURVE TO THE RIGHT A
 DISTANCE OF 187.19 FEET, CHORD BEARING N86°03'00"W 185.51 FEET;
 N 72°43'30" W 715.38'
 THENCE ALONG THE ARC OF A 313.74 FOOT RADIUS CURVE TO THE LEFT A
 DISTANCE OF 74.19 FEET, CHORD BEARING N79°30'00"W 74.02 FEET;
 THENCE ALONG THE ARC OF A 163.73 FOOT RADIUS CURVE TO THE RIGHT A
 DISTANCE OF 137.07 FEET, CHORD BEARING N62°17'30"W 133.10 FEET;
 THENCE ALONG THE ARC OF A 313.73 FOOT RADIUS CURVE TO THE LEFT A
 DISTANCE OF 251.60 FEET, CHORD BEARING N61°17'00"W 244.92 FEET;
 THENCE ALONG THE ARC OF A 402.44 FOOT RADIUS CURVE TO THE RIGHT A
 DISTANCE OF 87.91 FEET, CHORD BEARING N78°00'00"W 87.74 FEET;
 N 71°44'30" W 294.00'
 THENCE ALONG THE ARC OF A 163.74 FOOT RADIUS CURVE TO THE RIGHT A
 DISTANCE OF 119.45 FEET, CHORD BEARING N50°50'30"W 116.82 FEET;
 N 29°56'30" W 201.00'
 THENCE ALONG THE ARC OF A 313.72 FOOT RADIUS CURVE TO THE LEFT A
 DISTANCE OF 82.98 FEET, CHORD BEARING N37°31'10"W 82.74 FEET;
 N 70°12'19" E 71.24'
 S 69°16'28" E 197.80'
 N 80°48'40" E 344.42'
 N 13°26'16" E 344.78'
 THENCE ALONG THE ARC OF A 44.47 FOOT RADIUS CURVE TO THE RIGHT A
 DISTANCE OF 71.55 FEET, CHORD BEARING N54°18'28"W 64.08 FEET;
 N 08°13'04" W 239.50'
 N 22°19'59" W 218.74'
 THENCE ALONG THE ARC OF A 22.27 FOOT RADIUS CURVE TO THE LEFT A
 DISTANCE OF 18.85 FEET, CHORD BEARING N46°34'27"W 18.29 FEET;
 N 70°45'42" W 16.98'
 N 01°22'02" W 0.56'
 N 89°26'13" W 228.60'
 S 68°44'01" W 458.92'
 N 41°40'59" W 154.92'
 N 37°29'13" W 325.34'
 N 39°35'21" E 81.04'
 N 40°11'19" E 557.23'
 N 40°03'25" E 1059.42'
 S 41°17'35" E 676.69'
 TO THE POINT OF BEGINNING CONTAINING 127.08 ACRES
 BASIS OF BEARING = UTAH COORDINATE BEARING, CENTRAL ZONE

A map of the Wasatch Wind Community Development Project Area is attached and incorporated
 herein as Exhibit "A".

Section 3. Purposes of Project Area Plan. The purposes and intent of the City Council of the City of Spanish Fork with respect to the Project Area are to accomplish the following purposes by adoption of the Project Area Plan:

- A. Encourage and accomplish appropriate development and economic development within the Project Area.
- B. Promote and market the Project Area for development that will be complimentary to existing businesses and will enhance the economic health of the community through diversification of the City's tax base.
- C. Assist in the development of the Project Area if sound long-term economic activity can be increased thereby.

Section 4. Project Area Plan Incorporated by Reference. The Project Area Plan, together with any supporting documents, is incorporated herein by reference and made a part of this Ordinance. Copies of the Project Area Plan shall be filed and maintained in the office of the City Recorder and the Redevelopment Agency for public inspection.

Section 5. Findings. The Redevelopment Agency has determined and found as follows:

The adoption of the Project Area Plan will:

- A. Satisfy a public purpose by, among other things, encouraging and accomplishing appropriate development and economic development within the Project Area;
- B. Provide a public benefit, as shown by the benefit analysis included in the Project Area Plan as required pursuant to Subsection 17C-4-103(11) of the Act;
- C. Be economically sound and feasible; it is expected that the private sector will perform required construction and installation relating to projects, and any related funding from the Agency will be by way of reimbursement from property tax proceeds received by the Agency, which property tax increment is created by the establishment and operation of the new facilities or projects;
- D. Conform to the City of Spanish Fork's general plan, because the Plan provides that all development in the Project Area is to be in accordance with the City's zoning ordinances and requirements;
- E. Promote the public peace, health, safety and welfare of the City of Spanish Fork.

Section 6. Acquisition of Property. The Agency may acquire (but is not required to acquire) property in the Project Area by negotiation, gift, devise, exchange, purchase, or other lawful method, but not by **eminent domain (condemnation)** except from an Agency board

member or officer with their consent. The Agency is authorized to acquire (but is not required to acquire) any other interest in real property in the Project Area less than fee title such as leasehold interests, easements, rights of way, etc. by negotiation, gift, devise, exchange, purchase or other lawful method, but not by **eminent domain (condemnation)** except from an Agency board member or officer with their consent.

Section 7. Financing.

A. Subject to any limitations required by currently existing law (unless a limitation is subsequently eliminated), this Ordinance hereby specifically incorporates all of the provisions of the Act that authorize or permit the Agency to receive funding for the Project Area and that authorize the various uses of such funding by the Agency, and to the extent greater (or more beneficial to the Agency) authorization for receipt of funding by the Agency or use thereof by the Agency is provided by any amendment of the Act or by any successor provision, law or act, those are also specifically incorporated herein. It is the intent of this Ordinance that the Agency shall have the broadest authorization and permission for receipt of and use of sales tax, tax increment and other funding as is authorized by law, whether by existing or amended provisions of law. This Ordinance also incorporates the specific provisions relating to funding of community development project areas permitted by Title 17C, Chapter 4, Part 2, Utah Code Annotated, 1953, as amended, which provide in part as follows:

“17C-4-201. Consent of a taxing entity or public agency to an agency receiving tax increment or sales tax funds for community development project.

(1) An agency may negotiate with a taxing entity and public agency for the taxing entity's or public agency's consent to the agency receiving the entity's or public agency's tax increment or sales tax revenues, or both, for the purpose of providing funds to carry out a proposed or adopted community development project area plan.

(2) The consent of a taxing entity or public agency under Subsection (1) may be expressed in:

(a) a resolution adopted by the taxing entity or public agency; or

(b) an interlocal agreement, under Title 11, Chapter 13, Interlocal Cooperation Act, between the taxing entity or public agency and the agency.

(3) A school district may consent to an agency receiving tax increment from the school district's basic levy only to the extent that the school district also consents to the agency receiving tax increment from the school district's local levy.

(4) (a) A resolution or interlocal agreement under this section may be amended from time to time.

(b) Each amendment of a resolution or interlocal agreement shall be subject to and receive the benefits of the provisions of this part to the same extent as if the amendment were an original resolution or interlocal agreement.

(5) A taxing entity's or public agency's consent to an agency receiving funds under this section is not subject to the requirements of Section 10-8-2.”

B. The particulars as to the amount and duration of funding for the Project Area shall be as provided for in the funding resolutions or interlocal agreements of taxing entities and public agencies, unless another method is provided by law that is more beneficial to the Agency.

Section 8. Effective Date. This Ordinance shall take effect upon its first publication or posting.

PASSED and **APPROVED** by the City Council of Spanish Fork, State of Utah, this 21st day of August 2007.

THE CITY COUNCIL OF SPANISH FORK

_____, Mayor

ATTEST:

_____, City Recorder

EXHIBIT "A"
MAP OF WASATCH WIND COMMUNITY DEVELOPMENT PROJECT AREA

INTERLOCAL AGREEMENT
NORTH PARK COMMUNITY DEVELOPMENT PROJECT AREA
2007

THIS INTERLOCAL AGREEMENT is entered into as of this ___ day of _____, 2007, by and between the **REDEVELOPMENT AGENCY of SPANISH FORK CITY** (the "**Agency**") and **SPANISH FORK CITY, UTAH** (the "**CITY**") (collectively, the "Parties").

WHEREAS, the Agency was created and organized pursuant the provisions of the Utah Neighborhood Development Act, Utah Code Annotated 1953, as amended ("**UCA**") §§ 17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of UCA (2006) (the "**Act**"), and is authorized and empowered there under to undertake various activities and actions pursuant to the Act; and

WHEREAS, TENEDOR L.L.C., a Utah Limited Liability Company, (hereinafter, the "**Developer**"), as a developer of the North Park Community Development Project Area (the "**Project Area**," the legal description and map of which is attached hereto as **Exhibit A** and incorporated herein by this reference), desires to construct new facilities and improvements in the Project Area and to install therein personal property in connection with its project (hereinafter, the "**Project**") that would result in the relocation and improvement of North Park and the development of a much needed commercial retail shopping center within the City; and

WHEREAS, in order to develop the Project, the North Park property and many parcels of improved land must be acquired within Project Area and various infrastructure improvements and utilities must be acquired, constructed, installed or extended to serve the Project Area; and

WHEREAS, the Developer seeks financial assistance from the Agency in order to purchase the necessary land and acquire, construct, install and extend the required infrastructure improvements within the Project Area; and

WHEREAS, the Agency anticipates providing tax increment (as defined in UCA § 17C-1-102(42) (hereinafter "Tax Increment")), created by the Project, to assist in the development and completion of the Project, as set forth in the Project Area Plan attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, Section 17C-4-201(1) of the Act authorizes the City to consent to the payment to the Agency of the City's share of Tax Increment and sales tax revenue generated from the Project Area for the purposes set forth therein; and

WHEREAS, UCA § 11-13-215 further authorizes the City to share its tax and other revenues with the Agency; and

WHEREAS, in order to facilitate development of the Project, the City will elect, to the extent needed to satisfy the City's Obligation (as defined herein), to pay to the Agency the City's share of Tax Increment and the City's sales tax revenue generated by the Project Area in accordance with the terms of this Agreement; and

WHEREAS, the City, the Agency and the Developer have entered into a Supplemental Development Agreement dated as of July 18, 2007 (the "Supplemental Development Agreement"), pursuant to which the Developer agreed to construct certain public facility improvements as defined in the Supplemental Development Agreement (the "Infrastructure Improvements") in connection with the development of the Project and the Agency agreed to reimburse the Developer in the amount of \$8,900,000 for a portion of the costs of the Infrastructure Improvements within a period of 20 years; and

WHEREAS, in order to facilitate development of the Project, the City has agreed pursuant to the Supplemental Development Agreement to assess a General Service 2 Electric Rate to its utility customers within the Project Area that will create an Electric Utility Increment, as defined in the Supplemental Development Agreement, for the purposes of generating revenues with which to reimburse the Developer for a portion of the Infrastructure Improvement costs, provided that the initial General Service 2 Electric Rate shall not exceed the amounts shown in Exhibit C, attached hereto and incorporated herein by this reference, and the General Service 2 Electric Rate shall remain competitive with other utilities, as determined in the sole discretion of the City; and

WHEREAS, the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the "**Cooperation Act**").

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. City's Consent.

In accordance with the terms of the Supplemental Development Agreement, the City hereby agrees and consents that it will pay to the Agency Four Million Dollars (\$4,000,000.00) (the "Bond Proceeds") from the proceeds of its \$22,000,000 Sales Tax Revenue Bonds, Series 2007 (the "Series 2007 Bonds"), that were issued to finance, among other projects, certain park and related public infrastructure improvements to be located in the Project Area and owned by the City.. The Agency shall be required to spend the Bond Proceeds on public facilities, in accordance with the terms of the Resolution, General Indenture of Trust, and the First Supplemental Indenture of Trust pursuant to which the Series 2007 Bonds were issued (the "Bond Covenants") and for the purposes set forth in section 17C-4-201(1) of the Act. The City agrees to make the Bond Proceeds available to the Agency to reimburse the Developer for \$4,000,000 of the costs of the Infrastructure Improvements as those Infrastructure Improvements

are completed and accepted by the City.

In accordance with the terms of the Supplemental Development Agreement, the City hereby agrees and consents that it will pay to the Agency from the Electric Utility Increment an aggregate amount equal to \$4,900,000, representing the principal amount financed by the Developer to pay for a portion of the costs of the Infrastructure Improvements (the “Principal Amount”) PLUS interest on the Principal Amount payable by the Developer to the lender of the Principal Amount (the “Interest”) PLUS the actual costs incurred by the Developer in securing the financing of the Principal Amount (the “Financing Costs” and together with the Principal Amount and the Interest, the “Loan Amount and Costs”).The City agrees to pay the Electric Utility Increment to the Agency quarterly beginning with the first calendar quarter after electric power is first drawn by a utility customer within the Project Area who is charged the General Service 2 Electric Rate. The City agrees to continue to pay the Electric Utility Increment to the Agency for up to 20 years or until the Agency has received sufficient funds to reimburse the Developer in full for the Loan Amount and Costs. The Electric Utility Increment shall be paid to the Agency for the purposes set forth in Section 17C-4-201(1) of the Act.

In the event that the City and the Agency determine that the Electric Utility Increment will be insufficient to reimburse the Developer in full for the Loan Amount and Costs within 20 years as provided in the Supplemental Development Agreement, the City hereby agrees and consents, pursuant to Section 17C-4-201(2)(b) of the Act and Section 11-13-215 of the Cooperation Act, that the City will enter into one or more Interlocal Agreements with the Agency to pay to the Agency the amount required to reimburse the Developer the unpaid balance of the Loan Amount and Costs on or before July 18, 2027 (the “City’s Obligation”), which reimbursement is consistent with Section 17C-4-201(1) of the Act.. The City may use any legally available funds to satisfy the City’ Obligation, subject to the following conditions:

- (a) If the City’s share of the Tax Increment from the Project Area (the “City’s Share”) is to be used to satisfy the City’s Obligation, the calculation of the Tax Increment shall be made using the City's 2006 tax levy rate of .001164 and the 2006 base year taxable value of \$2,546,196, which taxable value is subject to adjustment as required by law;
- (b) If the City’s 1% local option sales and use tax revenues generated by taxable sales within the Project Area (the “Project Area’s Sales Tax”) are to be used to satisfy the City’s Obligation, only the Project Area’s Sales Tax that exceeds the amount pledged to secure repayment of the Series 2007 Bonds may be so used; and
- (c) If the City enacts recreation and/or roadway impact fees for qualifying infrastructure improvements within the Project Area (“Other Impact Fees”), the City can satisfy the City’s Obligation with a pro rata share of the Other Impact Fees allocable to qualifying streets or roads installed by the Developer within the Project Area.

2. Authorized Uses of Tax Increment and Other Revenues.

The Parties agree that the Agency may apply the Electric Utility Increment, the City's Share, the Project Area's Sales Tax, the Other Impact Fees and other revenues for any of the uses authorized under the Act, including payments on obligations of the Agency and repayment of the Bond Proceeds, used to finance the acquisition of land and the acquisition, construction, installation and extension of publicly-owned infrastructure and utilities to service the Project Area, and for other improvements within Project Area, including incentives to the Developer to undertake and complete the Project, PROVIDED (a) the Bond Proceeds shall only be used for public facilities, in accordance with the Bond Covenants and (b) the City's Share and the Project Area's Sales Tax may be used to finance publicly-owned infrastructure and improvements located outside the Project Area but only if the Agency Board and the City Council determine by resolution that such publicly-owned infrastructure and improvements benefit the Project Area.

3. No Third Party Beneficiary.

Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of Developer or any other person or entity not a party to this Agreement. Except as otherwise specifically provided herein, no person or entity is an intended third party beneficiary under this Agreement.

4. Due Diligence.

Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based, including the Developer's representations concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant facts, information, and representations, after having completed its own due diligence and investigation.

5. Interlocal Cooperation Act.

In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act;

A duly executed original counterpart of this Agreement shall be filed immediately with the keeper

of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;

The term of this Agreement shall commence on the date of full execution of this Agreement by both Parties and shall continue through the earlier of the date on which the Agency's obligation to the Developer under the Supplemental Development Agreement is fulfilled or July 18, 2027.

Following the execution of this Agreement by both Parties, each Party shall cause a notice regarding this Agreement to be published in accordance with Section 11-13-219 of the Cooperation Act.

6. Modification and Amendment.

Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

7. Further Assurance.

Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

8. Governing Law.

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

9. Interpretation.

The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

10. Severability.

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby, such holding or action shall be strictly construed; such provision shall be fully severable; this Agreement shall be construed and enforced as if such provision had never comprised a part

hereof; the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

11. Authorization.

Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

12. Agreements in Conflict.

This Agreement replaces and supersedes as of the date hereof any and all other interlocal agreements between the City and the Agency relating to the North Park Community Development Project Area .

[The balance of this page was left blank intentionally.]

ENTERED into as of the day and year first above written.

SPANISH FORK CITY REDEVELOPMENT AGENCY by:

JOE L THOMAS, Chairman

Attest:

David A. Oyler, Executive Director

Attorney Review for Redevelopment Agency:

The undersigned, as counsel for the Spanish Fork City Redevelopment Agency, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable state law.

J. Craig Smith
Attorney for the Spanish Fork City Redevelopment Agency

[Signature page continues on next page.]

SPANISH FORK CITY by:

JOE L THOMAS, Mayor

Attest:

Kent R. Clark, City Recorder

Attorney Review for City:

The undersigned, as attorney for Spanish Fork City, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable state law.

S. Junior Baker
Attorney for Spanish Fork City

EXHIBIT A

LEGAL DESCRIPTION AND MAP OF THE PROJECT AREA

EXHIBIT B

PROJECT AREA PLAN
FOR THE
NORTH PARK COMMUNITY DEVELOPMENT PROJECT AREA

EXHIBIT C

Maximum General Service 2 Electric Rate

RDA RESOLUTION NO. 07-05

ROLL CALL

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

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

RDA RESOLUTION NO. 07-05

A RESOLUTION AUTHORIZING THE MAYOR OF SPANISH FORK CITY TO EXECUTE CONTRACTS RELATED TO THE NORTH PARK COMMUNITY DEVELOPMENT AREA

WHEREAS, Spanish Fork City has approved a North Park Community Development Project Area Plan, as part of the North Park Community Development Area; and

WHEREAS, the RDA has negotiated with a developer to develop the project area, which development is consistent with the purposes of the Agency to enhance economic development within Spanish Fork City; and

WHEREAS, in order to reimburse the developer for public infrastructure which is necessary for the economic development of the project area, funding from the City is necessary;

NOW THEREFORE, be it resolved by the City Council of Spanish Fork City as follows:

1. The Mayor of Spanish Fork City is hereby authorized to execute an interlocal agreement with the Redevelopment Agency of Spanish Fork City to provide funding for various improvements within the North Park CDA, consistent with the purposes of the North Park Community Development Project Area Plan.

DATED this ____ day of July, 2007

SPANISH FORK CITY by:

Joe L Thomas, Mayor

Attest:

Kent R. Clark, City Recorder

WASATCH WIND PROJECT INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into as of the 8th day of August 2007, by and between the REDEVELOPMENT AGENCY OF SPANISH FORK (the “**Agency**”) and NEBO SCHOOL DISTRICT (the “**Taxing Entity**”). The foregoing are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, the Agency has been created and organized for the purposes provided in the former Utah Neighborhood Development Act, the former Utah Redevelopment Agencies Act and the current Utah Community Development and Renewal Agencies Act, Title 17C, Chapters 1 through 4, Utah Code Annotated 1953, as amended, and any successor law or act (the “**Development Act**”) and is authorized and empowered to undertake various activities and actions pursuant to the Development Act; and

WHEREAS, it is expected that on or about August 21, 2007 the Agency will establish the Wasatch Wind Community Development Project Area (the “**Project Area**”) through adoption of the proposed Wasatch Wind Community Development Project Area Plan; and

WHEREAS, pursuant to interlocal agreements with taxing entities the Development Act authorizes funding of community development project areas and plans, such as the Project Area and related Wasatch Wind Community Development Project Area Plan (the “**Plan**”), with tax increment; and

WHEREAS, the Agency is willing to use certain property tax increment from the Project Area attributable to the Taxing Entity’s tax levy, and the Taxing Entity is willing to consent that certain property tax increment from the Project Area attributable to the Taxing Entity’s tax levy be used, to fund the Project Area and Plan; and

WHEREAS, Section 17C-4-201 of the Development Act authorizes a taxing entity to “consent to the [A]gency receiving the taxing entity’s tax increment or sales tax revenues, or both, for the purpose of providing funds to carry out a proposed or adopted community development project area plan;” and

WHEREAS, Section 11-13-215, Utah Code Annotated also authorizes a taxing entity to share its tax and other revenues with other governmental agencies; and

WHEREAS, “for the purpose of providing funds to carry out” the Plan if it is adopted, the Taxing Entity desires to consent that the Agency receive certain tax increment from the Project Area attributable to the Taxing Entity’s tax levy in accordance with the terms of this Agreement; and

WHEREAS, this Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Development Act, and the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended (the “**Cooperation Act**”).

NOW, THEREFORE, for the mutual promises set forth herein and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

1. Base Year and Base Taxable Value; Payment of Tax Increment to Agency by Utah County. The Parties agree that for purposes of calculation of the Taxing Entity's share of tax increment from the Project Area to be paid by Utah County to the Agency pursuant to this Agreement, the base year shall be 2006, and the base taxable value shall be the 2006 assessed taxable value of all real and personal property within the Project Area. Based upon review of Utah County and Utah State Tax Commission records, the Parties believe that the 2006 base taxable value of the Project Area is approximately \$529,191. The property tax revenues from the Taxing Entity's levy that are attributable to the base taxable value shall continue to be paid by Utah County to the Taxing Entity. The increase in the property tax revenues attributable to the Taxing Entity's tax levy on both real and personal property within the Project Area, over and above the property tax revenues attributable to Taxing Entity's tax levy on the base taxable value, or in other words the tax increment attributable to the Taxing Entity's tax levy (the "**Tax Increment**"), in accordance with Section 17C-4-203(2) of the Act shall be paid by Utah County to the Agency for the period of time as provided and set forth in Section 2 below.

2. Taxing Entity's Consent. The Taxing Entity, pursuant to Section 17C-4-201 of the Development Act and Section 11-13-215 of the Cooperation Act, hereby agrees and consents that the Agency, for the ten tax years consisting of the tax years 2009 through 2018, shall receive 100% of the Tax Increment attributable to the Taxing Entity's tax levy, including both the basic levy and local levy, on both real and personal property within the Project Area, for the purpose of providing funds to the Agency to carry out the Plan; PROVIDED, HOWEVER, that the Agency may not be paid any portion of the Taxing Entity's taxes resulting from an increase in the Taxing Entity's tax rate that occurs after the Effective Date (defined below) of this Agreement, unless the Taxing Entity specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. Tax increment attributable to the Taxing Entity's tax levy for tax years beyond tax year 2018 shall be paid by Utah County to the Taxing Entity.

3. Payment to Taxing Entity by Agency Pursuant to Section 17C-1-410. Pursuant to Section 17C-1-410 of the Development Act, for each of tax years 2009 through 2018 the Agency shall pay to the Taxing Entity an amount equal 30% of the Tax Increment attributable to the Taxing Entity's tax levy that was received by the Agency from Utah County. Said payment shall be made by the Agency to the Taxing Entity within 30 days of the Agency having received from Utah County all of the Tax Increment for the applicable tax year and the final accounting thereof is complete.

4. No Third Party Beneficiary. Nothing in this Agreement shall be deemed or considered to create any obligation in favor of or rights in any person or entity not a party to this Agreement. No person or entity is an intended third party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

5. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation and due diligence regarding the relevant facts concerning the Project Area and Plan and the expected benefits to the community and to the Parties, and each of the Parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

6. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5 of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated as the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. The term of this Agreement shall commence on the date of full execution of this Agreement by the Parties and continue through the date that is 180 days after the last payment of Tax Increment by the County to the Agency pursuant to the terms and provisions of this Agreement, but in any event shall terminate by December 31, 2019.

7. Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

8. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

9. Effective Date. This Agreement shall become effective on the later of August 22, 2007 or the day after the date of the adoption by the Agency of the Wasatch Wind Community Development Project Area Plan.

ENTERED into as of the day and year first above written.

REDEVELOPMENT AGENCY OF SPANISH FORK

By: _____
_____, Chairperson

ATTEST:

By: _____
David Oyler, Executive Director

Attorney Review for Redevelopment Agency:

The undersigned, as special counsel for the Redevelopment Agency of Spanish Fork, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable state law.

Randall S. Feil, Special Counsel for
Redevelopment Agency of Spanish Fork

BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT

By: _____
R. Dean Rowley, Board President

ATTEST:

Tracy D Olsen, Business Manager

Attorney Review for Taxing Entity:

The undersigned, as attorney for Nebo School District, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable state law.

Reed B. Park, Attorney for Nebo School District

INTERLOCAL AGREEMENT
NORTH PARK COMMUNITY DEVELOPMENT PROJECT AREA
2007

THIS INTERLOCAL AGREEMENT is entered into as of this ___ day of _____, 2007, by and between the **REDEVELOPMENT AGENCY of SPANISH FORK CITY** (the "**Agency**") and **SPANISH FORK CITY, UTAH** (the "**CITY**") (collectively, the "Parties").

WHEREAS, the Agency was created and organized pursuant the provisions of the Utah Neighborhood Development Act, Utah Code Annotated 1953, as amended ("**UCA**") §§ 17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of UCA (2006) (the "**Act**"), and is authorized and empowered there under to undertake various activities and actions pursuant to the Act; and

WHEREAS, TENEDOR L.L.C., a Utah Limited Liability Company, (hereinafter, the "**Developer**"), as a developer of the North Park Community Development Project Area (the "**Project Area**," the legal description and map of which is attached hereto as **Exhibit A** and incorporated herein by this reference), desires to construct new facilities and improvements in the Project Area and to install therein personal property in connection with its project (hereinafter, the "**Project**") that would result in the relocation and improvement of North Park and the development of a much needed commercial retail shopping center within the City; and

WHEREAS, in order to develop the Project, the North Park property and many parcels of improved land must be acquired within Project Area and various infrastructure improvements and utilities must be acquired, constructed, installed or extended to serve the Project Area; and

WHEREAS, the Developer seeks financial assistance from the Agency in order to purchase the necessary land and acquire, construct, install and extend the required infrastructure improvements within the Project Area; and

WHEREAS, the Agency anticipates providing tax increment (as defined in UCA § 17C-1-102(42) (hereinafter "Tax Increment")), created by the Project, to assist in the development and completion of the Project, as set forth in the Project Area Plan attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, Section 17C-4-201(1) of the Act authorizes the City to consent to the payment to the Agency of the City's share of Tax Increment and sales tax revenue generated from the Project Area for the purposes set forth therein; and

WHEREAS, UCA § 11-13-215 further authorizes the City to share its tax and other revenues with the Agency; and

WHEREAS, in order to facilitate development of the Project, the City will elect, to the extent needed to satisfy the City's Obligation (as defined herein), to pay to the Agency the City's share of Tax Increment and the City's sales tax revenue generated by the Project Area in accordance with the terms of this Agreement; and

WHEREAS, the City, the Agency and the Developer have entered into a Supplemental Development Agreement dated as of July 18, 2007 (the "Supplemental Development Agreement"), pursuant to which the Developer agreed to construct certain public facility improvements as defined in the Supplemental Development Agreement (the "Infrastructure Improvements") in connection with the development of the Project and the Agency agreed to reimburse the Developer in the amount of \$8,900,000 for a portion of the costs of the Infrastructure Improvements within a period of 20 years; and

WHEREAS, in order to facilitate development of the Project, the City has agreed pursuant to the Supplemental Development Agreement to assess a General Service 2 Electric Rate to its utility customers within the Project Area that will create an Electric Utility Increment, as defined in the Supplemental Development Agreement, for the purposes of generating revenues with which to reimburse the Developer for a portion of the Infrastructure Improvement costs, provided that the initial General Service 2 Electric Rate shall not exceed the amounts shown in Exhibit C, attached hereto and incorporated herein by this reference, and the General Service 2 Electric Rate shall remain competitive with other utilities, as determined in the sole discretion of the City; and

WHEREAS, the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the "**Cooperation Act**").

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. City's Consent.

In accordance with the terms of the Supplemental Development Agreement, the City hereby agrees and consents that it will pay to the Agency Four Million Dollars (\$4,000,000.00) (the "Bond Proceeds") from the proceeds of its \$22,000,000 Sales Tax Revenue Bonds, Series 2007 (the "Series 2007 Bonds"), that were issued to finance, among other projects, certain park and related public infrastructure improvements to be located in the Project Area and owned by the City.. The Agency shall be required to spend the Bond Proceeds on public facilities, in accordance with the terms of the Resolution, General Indenture of Trust, and the First Supplemental Indenture of Trust pursuant to which the Series 2007 Bonds were issued (the "Bond Covenants") and for the purposes set forth in section 17C-4-201(1) of the Act. The City agrees to make the Bond Proceeds available to the Agency to reimburse the Developer for \$4,000,000 of the costs of the Infrastructure Improvements as those Infrastructure Improvements

are completed and accepted by the City.

In accordance with the terms of the Supplemental Development Agreement, the City hereby agrees and consents that it will pay to the Agency from the Electric Utility Increment an aggregate amount equal to \$4,900,000, representing the principal amount financed by the Developer to pay for a portion of the costs of the Infrastructure Improvements (the “Principal Amount”) PLUS interest on the Principal Amount payable by the Developer to the lender of the Principal Amount (the “Interest”) PLUS the actual costs incurred by the Developer in securing the financing of the Principal Amount (the “Financing Costs” and together with the Principal Amount and the Interest, the “Loan Amount and Costs”).The City agrees to pay the Electric Utility Increment to the Agency quarterly beginning with the first calendar quarter after electric power is first drawn by a utility customer within the Project Area who is charged the General Service 2 Electric Rate. The City agrees to continue to pay the Electric Utility Increment to the Agency for up to 20 years or until the Agency has received sufficient funds to reimburse the Developer in full for the Loan Amount and Costs. The Electric Utility Increment shall be paid to the Agency for the purposes set forth in Section 17C-4-201(1) of the Act.

In the event that the City and the Agency determine that the Electric Utility Increment will be insufficient to reimburse the Developer in full for the Loan Amount and Costs within 20 years as provided in the Supplemental Development Agreement, the City hereby agrees and consents, pursuant to Section 17C-4-201(2)(b) of the Act and Section 11-13-215 of the Cooperation Act, that the City will enter into one or more Interlocal Agreements with the Agency to pay to the Agency the amount required to reimburse the Developer the unpaid balance of the Loan Amount and Costs on or before July 18, 2027 (the “City’s Obligation”), which reimbursement is consistent with Section 17C-4-201(1) of the Act.. The City may use any legally available funds to satisfy the City’ Obligation, subject to the following conditions:

- (a) If the City’s share of the Tax Increment from the Project Area (the “City’s Share”)is to be used to satisfy the City’s Obligation, the calculation of the Tax Increment shall be made using the City's2006 tax levy rate of .001164 and the 2006 base year taxable value of \$2,546,196, which taxable value is subject to adjustment as required by law;
- (b) If the City’s 1% local option sales and use tax revenues generated by taxable sales within the Project Area (the “Project Area’s Sales Tax”) are to be used to satisfy the City’s Obligation, only the Project Area’s Sales Tax that exceeds the amount pledged to secure repayment of the Series 2007 Bonds may be so used; and
- (c) If the City enacts recreation and/or roadway impact fees for qualifying infrastructure improvements within the Project Area (“Other Impact Fees”), the City can satisfy the City’s Obligation with a pro rata share of the Other Impact Fees allocable to qualifying streets or roads installed by the Developer within the Project Area.

2. Authorized Uses of Tax Increment and Other Revenues.

The Parties agree that the Agency may apply the Electric Utility Increment, the City's Share, the Project Area's Sales Tax, the Other Impact Fees and other revenues for any of the uses authorized under the Act, including payments on obligations of the Agency and repayment of the Bond Proceeds, used to finance the acquisition of land and the acquisition, construction, installation and extension of publicly-owned infrastructure and utilities to service the Project Area, and for other improvements within Project Area, including incentives to the Developer to undertake and complete the Project, PROVIDED (a) the Bond Proceeds shall only be used for public facilities, in accordance with the Bond Covenants and (b) the City's Share and the Project Area's Sales Tax may be used to finance publicly-owned infrastructure and improvements located outside the Project Area but only if the Agency Board and the City Council determine by resolution that such publicly-owned infrastructure and improvements benefit the Project Area.

3. No Third Party Beneficiary.

Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of Developer or any other person or entity not a party to this Agreement. Except as otherwise specifically provided herein, no person or entity is an intended third party beneficiary under this Agreement.

4. Due Diligence.

Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based, including the Developer's representations concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant facts, information, and representations, after having completed its own due diligence and investigation.

5. Interlocal Cooperation Act.

In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act;

A duly executed original counterpart of this Agreement shall be filed immediately with the keeper

of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;

The term of this Agreement shall commence on the date of full execution of this Agreement by both Parties and shall continue through the earlier of the date on which the Agency's obligation to the Developer under the Supplemental Development Agreement is fulfilled or July 18, 2027.

Following the execution of this Agreement by both Parties, each Party shall cause a notice regarding this Agreement to be published in accordance with Section 11-13-219 of the Cooperation Act.

6. Modification and Amendment.

Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

7. Further Assurance.

Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

8. Governing Law.

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

9. Interpretation.

The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

10. Severability.

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby, such holding or action shall be strictly construed; such provision shall be fully severable; this Agreement shall be construed and enforced as if such provision had never comprised a part

hereof; the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

11. Authorization.

Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

12. Agreements in Conflict.

This Agreement replaces and supersedes as of the date hereof any and all other interlocal agreements between the City and the Agency relating to the North Park Community Development Project Area .

[The balance of this page was left blank intentionally.]

ENTERED into as of the day and year first above written.

SPANISH FORK CITY REDEVELOPMENT AGENCY by:

JOE L THOMAS, Chairman

Attest:

David A. Oyler, Executive Director

Attorney Review for Redevelopment Agency:

The undersigned, as counsel for the Spanish Fork City Redevelopment Agency, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable state law.

J. Craig Smith
Attorney for the Spanish Fork City Redevelopment Agency

[Signature page continues on next page.]

SPANISH FORK CITY by:

JOE L THOMAS, Mayor

Attest:

Kent R. Clark, City Recorder

Attorney Review for City:

The undersigned, as attorney for Spanish Fork City, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable state law.

S. Junior Baker
Attorney for Spanish Fork City

EXHIBIT A

LEGAL DESCRIPTION AND MAP OF THE PROJECT AREA

EXHIBIT B

PROJECT AREA PLAN
FOR THE
NORTH PARK COMMUNITY DEVELOPMENT PROJECT AREA

EXHIBIT C

Maximum General Service 2 Electric Rate

RESOLUTION 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 resolution be adopted: _____

I SECOND the foregoing motion: _____

RESOLUTION

A RESOLUTION AUTHORIZING THE MAYOR OF SPANISH FORK CITY TO EXECUTE CONTRACTS RELATED TO THE NORTH PARK COMMUNITY DEVELOPMENT AREA

WHEREAS, Spanish Fork City has approved a North Park Community Development Project Area Plan, as part of the North Park Community Development Area; and

WHEREAS, the RDA has negotiated with a developer to develop the project area, which development is consistent with the purposes of the Agency to enhance economic development within Spanish Fork City; and

WHEREAS, in order to reimburse the developer for public infrastructure which is necessary for the economic development of the project area, funding from the City is necessary;

NOW THEREFORE, be it resolved by the City Council of Spanish Fork City as follows:

1. The Mayor of Spanish Fork City is hereby authorized to execute an interlocal agreement with the Redevelopment Agency of Spanish Fork City to provide funding for various improvements within the North Park CDA, consistent with the purposes of the North Park Community Development Project Area Plan.

DATED this ____ day of August, 2007

SPANISH FORK CITY by:

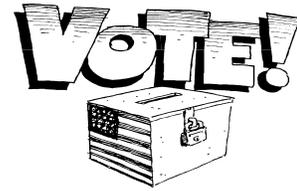
Joe L Thomas, Mayor

Attest:

Kent R. Clark, City Recorder

2007 Spanish Fork City Election

August 17, 2007



Mayor & City Council:

RE: Election Judges

(Primary Election - September 11th)

(General Election - November 6th) - County will be doing this one.

Attached is a list of names from each voting district who have been asked to serve as "ELECTION POLL WORKERS". They are selected from a previously approved list from prior years and from citizens who have called asking to be an election worker. Some will be poll workers and some will be counting workers who will come in at the end of the day. They all have been contacted and are willing to serve this year. They will need to be approved by you at the next Council Meeting.

If there are names you would like to add to the list, please

let me know.

Thank you,

Kent R. Clark



Voting Place:

District # 1, & 4

Rees School

574 North Rees Ave

Principal: Mike Larsen - 798-4055

Anne Brierley
Linda Measom
Jay Rindlisbacher

798-7043
798-1729
798-7220

645 East 800 North
126 North 700 East
245 North 600 East

Jan Galovich
Lynda Pugh
Kehaulani Keliilike

798-2086
798-2244
798-1003

640 North 300 East
840 East 300 North
698 North Rees Ave

Roy Henrichsen

794-9677

471 North 600 East

District # 2 & 6

Jr. High School

600 South 820 East

Principal: Scott Carson 798-4075

Bliss Moran
Ruby Hansen
Victor Hansen

798-7160
794-9775
794-9775

390 South 300 East
884 South 820 East
884 South 820 East

Raymond Daniel
Judy Daniel
Cleo Cox (5)

794-3318
794-3318
798-3302

766 South 1040 East
766 South 1040 East
146 West 500 North

District # 3, & 8**Riverview Elementary****628 South West Park Drive**

Principal: Sandra Jarvis/ Tricia - 798-4050

Julie Pullman
Vivian Johnson
Beulah Corene Elliott798-6324
798-6436
794-0227263 East Center
260 South 400 East
55 North 500 East.Jeanette Anderson
Diane Barney
Lisa Olsen377-0773
830-1103
798-9303334 West Lakeview Rd. Lindon 84042
1187 West 900 South
1208 West 900 South**District # 5, 7, & 12****Brockbank School****340 West 500 North**

Principal: Allison Hansen 798-4025

Della May
Susan Thayer
Sharon Lehmberg798-3169
798-9118
798-6748735 North 300 West
84 South 400 West
82 South 400 WestRichard Banks
Glenn James
Christie Atwood798-3237
798-8214
798-6354191 East 500 North
530 North 300 West
890 North 300 East**District # 9, 10 & 16****Larsen Elem. School****1175 East Flonette Ave**

Principal: Mike Johnson 798-4035

Cindy Phillips
DeAnna Lundgreen
Shauna McKay798-8848
798-7802
798-9614975 East Sterling Dr.
950 Sterling Dr.
680 South 1500 East**District # 11, 13 & 15****Canyon Elem. School****1492 East 1240 South**

Principal: DeAnn Nielsen - 798-4610

Lisa Wiggin
Jan Martin-Peers
Angela Grimm (11)798-7668
798-7680
794-1932866 West Center
916 East 1240 South
1704 South 200 EastMichael Harrison
?
?

798-1538

2092 East 1590 South

Tauna Walrath
Sandra Griffiths794-1794
798-10191096 South 1560 East
90 East 200 South**District # 14****Spanish Oaks Elem. School****2701 East Canyon Crest Dr.**

Principal: RaShel Tingey - 798-7411

Susan Phelps
Angela Marie Ingo
John Hardy798-0530
798-0478
794-04142661 East 1620 South
2963 East 1300 South
2802 East 1320 South

Spanish Fork
Voting #

Place

Address

1, 4	Rees Elementary	574 North Rees Ave
2, 6,	Jr. High School	600 South 820 East
3, 8	Riverview Elementary	628 South West Park Dr.
5, 7, 12	Brockbank Elem. School	340 West 500 North
9, 10, 16	Larsen Elem. School	1175 East Flonette Ave.
11, 13, 15	Canyon Elem. School	1492 East 1240 South
14	Spanish Oaks Elem. School	2701 East Canyon Crest Dr.