



## **CITY COUNCIL AGENDA**

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on June 3, 2008**.

### AGENDA ITEMS:

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

- a. Pledge

#### **2. PUBLIC COMMENTS:**

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

#### **3. COUNCIL COMMENTS:**

#### **4. PUBLIC HEARINGS: 6:00 p.m.**

- a. Budget FY 2009

#### **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 – May 6, 2008; May 13, 2008 “A”; May 13, 2008 “B”; May 20, 2008
- b. Interlocal Cooperation Agreement – Utah County Major Crimes Task Force
- c. Interlocal Cooperation Agreement – Utah Valley Special Victims Task Force

#### **6. NEW BUSINESS:**

- a. Surplus Property – Kent Clark

#### **7. ADJOURN TO RDA MEETING:**

#### **8. EXECUTIVE SESSION:**

- a. Property Purchase

### ADJOURN:

\* Supporting documentation is available on the City’s website [www.spanishfork.org](http://www.spanishfork.org)

Notice is hereby given that:

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

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

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**Tentative Minutes**  
**Spanish Fork City Council Meeting**  
**May 6, 2008**

Elected Officials Present: Mayor Joe L Thomas, Councilmember's G. Wayne Andersen, Steven M. Leifson, Richard M. Davis, Rod Dart, Jens P. Nielson

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

Citizens Present: Garry Ferre, Shirley Ferre, Victoria Salisbury, Rick Salisbury, Greg Mockett, Jen Allen, Mallory Kelly, Trevor Carter, Christine Choate, Blich Shuman, Rochelle Barber, Matt Barber, Mickelson, Ekta Bedi, Lani McCann, Ashley Shelley, Mark Shelley, Leon Pexton, Layne Burningham, Khayyam Jones

**CALL TO ORDER, PLEDGE:**

Mayor Thomas called the meeting to order at 6:00 p.m.

Councilman Leifson led in the pledge of allegiance.

**PUBLIC COMMENTS:**

There was no public comment given at this time.

**COUNCIL COMMENTS:**

Councilman Andersen recognized the city employees for the amount of effort they put forth last week. He thanked the crew at the fairgrounds for getting that ready for the livestock show they had approximately 500 animals this year. He has heard nothing but positive comments regarding the event.

Councilman Davis noted the service projects happening in the city. The annual flower planting this Saturday at 8:30 a.m. all are invited to attend. On the 22<sup>nd</sup> of May at 3:00 p.m. the cemetery crosses for the veterans will be put up to honor those that have passed away. Then Tuesday after Memorial day the 27<sup>th</sup> they will take them down and put them away. He thanked the citizens, employees and staff of Spanish Fork for all they are doing up at the slide to try to find his daughter Kiplyn, he appreciates all they are doing to try to help bring his daughter home. He is so thankful he grew up here with such service oriented people that are willing to help anyone. He is grateful for all the volunteers who are helping try to bring her home.

Councilman Dart reported the Library Board meeting was last week and Salem City is in the process of building a library, they have worked out a deal that Salem residents can use our library and Salem City will reimburse Spanish Fork City. The Arbor Day event went well we are designated as a Tree City USA. They planted trees at the Senior Center. He thanked Bill Bushman and his crew for all the work they do and thanked Riverview Elementary for the

49 program they did. The Rotary golf tournament was held, it was a great activity and a lot of  
50 money was raised for scholarships in the area. Utah Valley Magazine features a Spanish Fork  
51 High School student on the front cover, he would like to compliment our young people and the  
52 way they conduct themselves. Lastly he would like to note the 100 year anniversary celebration  
53 with a parade this Saturday the fire department was started in 1908. They would like all the  
54 citizens to come to Main street and the sports complex to celebrate the 100 year anniversary of  
55 the volunteer fire department.

56  
57 Councilman Leifson reported the Parks and Recreation board met. They feel the golf tournament  
58 was a great thing and say thanks to all those that helped put that together, also thanks to all the  
59 sponsors that helped. The Pioneer cemetery is going along very well thanks to individuals that  
60 donated their time. They are working on a group camp area up by the reservoir, and discussed  
61 the urban forest down by the sugar beet factory. They will be developing that as a trail with trees  
62 identified. The kite festival is set for September 5-6 they are getting sponsors, it should be a neat  
63 thing that will happen it will tie in with the ribbon cutting of the windmills.

64  
65 Mayor Thomas invited all to come to the fire parade celebrating 100 years of a volunteer fire  
66 department. He thanked all the citizens that have written about recycling, they are moving  
67 forward to see if we can make that happen. He thanked Aaron Brown and his crew at the golf  
68 course, he has heard a lot of positive comments for all they are doing. The youth stock show was  
69 a great success and he thanked those that brought their stock and competed. The windmills are  
70 up and construction is virtually complete they will power them up in the next few days and start  
71 turning. The Army Core of Engineers has some issues that need to be resolved and North Park  
72 will be able to move forward. They are seeing a delay in the big box stores due to the nationwide  
73 credit crunch it makes for a 6-9 month delay. He would like to know anyone's ideas for  
74 displaying an extra wind turbine they may be able to obtain.

75  
76 **CONSENT ITEMS:**

77  
78 **Minutes of Spanish Fork City Council Meeting – April 15, 2008**  
79 **2<sup>nd</sup> Amendment to Transportation Agreement**

80  
81 Councilman Dart made a **Motion** to approve the consent items. Councilman Nielson **Seconded**  
82 and the motion **Passed** all in favor.

83  
84 **NEW BUSINESS:**

85  
86 **Spanish Fork Youth Council Presentation – Rochelle Barber**

87  
88 Rochelle Barber  
89 Ms. Barber explained what the Youth Council has done. They thanked Councilman Davis and all  
90 he does for them. They introduced themselves and explained they have put together a budget  
91 with some duties and responsibilities for themselves.

92  
93 **Andrew Wilson**

94 Mr. Wilson said this was his first year on the Youth Council. He talked about some projects they  
95 did on their own before Rochelle was their advisor. The first project they went to the city library  
96 and raked leaves, they held their elections and elected two co-mayors and five councilmember's.

97 In December they decided to do a crossing guard appreciation giving them gift bags with hot  
98 chocolate and candy bars. He wished he had joined the Youth Council earlier now it's getting on  
99 its feet and he feels with Rochelle as the advisor it can grow into something the City can be  
100 proud of. He hopes the Council will support the Youth Council.

101  
102 Trevor Carter

103 Mr. Carter is the Youth Council Mayor. The first project they did was to take valentines to the  
104 Hearthstone rest home, another project was helping with the Easter egg hunt at the ball field,  
105 setting up and conducting it.

106  
107 Malory Kelly

108 Ms. Kelly is the Mayor pro-tem and went along with several others, to the capital to meet State  
109 Legislators. She is excited for the next years Council and feels the Youth Council coming up will  
110 have some great opportunities.

111  
112 Blitch Shuman

113 Mr. Shuman is a Youth Councilman. He feels this has been a great experience for him. For one  
114 of their projects they made and delivered blankets to the police department so they could use  
115 them as needed in emergencies. He really likes the program, it turns out to be a great service for  
116 the community, and has also helped him get a scholarship to a college. It provides opportunities  
117 for the youth here to further their studies and experience. He is glad they are getting more  
118 support and hopes they can grow and get more members to serve the community even better.

119  
120 Christine Choates

121 Ms. Choates is the Historian. She documents everything they do and writes for the Spanish Fork  
122 newspaper. They attended a conference at Utah State University and took first place in the  
123 competition being their first year there. They plan to attend as long as they can and they plan to  
124 win every year.

125  
126 Councilman Dart noted the youth of the city really show how great they are by the way they  
127 conduct themselves.

128  
129 Mayor Thomas congratulated them and thanked Ms. Barber for her help and service.

### 130 131 **Utah Municipal Power Agency Presentation**

132  
133 Leon Pexton

134 Mr. Pexton is the Director of UMPA he explained why UMPA was formed. He presented  
135 information regarding what UMPA does and the importance it is to our city. He explained as the  
136 growth continues the cost is about double to purchase the new facilities.

137  
138 Councilman Nielson said the city is thinking about changing the way they are billing for power.  
139 He asked if it is the best way to ensure you do not under collect by billing it monthly.

140  
141 Mr. Oyler stated the philosophy is the same. We have to make sure we do not over or under  
142 collect.

143

144 Mr. Pexton agreed and stated UMPA will calculate at the beginning of the year to help the cities  
145 plan their budget. He explained most cities are dealing with the same issues we are, the issue is  
146 when you want to collect it.

147  
148 The Council thanked him for his presentation.

149  
150 Mayor Thomas requested the presentation be made available on our website.

151  
152 **PUBLIC HEARINGS:**

153  
154 Councilman Leifson made a **Motion** to open the public hearings. Councilman Nielson **Seconded**  
155 and the motion **Passed** all in favor at 7:15 p.m.

156  
157 **Fiscal Year 2008 Budget Revision #2**

158  
159 Mr. Clark explained they will be discussing two budgets tonight. One is a public hearing and one  
160 is not. He then explained the changes to the 2008 Budget Revision #2. He stated there were  
161 changes to building permits that have gone down and some bigger expenses that have come up.

162  
163 Mr. Heap said in Public Works most of the changes are projects that will be carried over next  
164 year. For water and irrigation to build the reservoir up at Sterling Hollow they will roll over  
165 \$500,000 next year. They have started their automated meter infrastructure. The irrigation  
166 system had a pump station installed that was needed. The sewer added sewer collection and a  
167 \$272,000 payment for SUVMWA's regional plant property purchase, also some new digesters at  
168 the treatment plant.

169  
170 Councilman Andersen noted a portion of the money for the property purchase will be  
171 reimbursed.

172  
173 Mr. Heap said electric projects will be carried over and changed due to the new sub station  
174 ground purchase. Also transformers have increased in cost and delivery time has been extended.  
175 Inflation has had a huge impact on the electric department. The water and PI have not had the  
176 growth anticipated so the supply budget has decreased in all those categories.

177  
178 Mr. Robinson said in Parks and Recreation the buildings and grounds purchase of the Taufer  
179 home on 100 South and 600 West is added. The fairgrounds had the demolition of the auction  
180 barn, including the asphalt in the parking lot. The golf course had an increase for a new pump  
181 house and transformer. The swimming pool increased for the new ultra violet filtration system.  
182 The system will be cleaner in a quicker period of time. The public must do what they can to take  
183 care of the problem as well. The Gun Club purchased six new traps and the lead money covered  
184 the cost to purchase those.

185  
186 Mr. Rosenbaum said the Public Safety department increased in Police and Fire. The police is for  
187 labor cost increases and the operation and maintenance costs. There was a large increase on the  
188 overtime budget due to the change in the overtime pay as well. The police department is  
189 involved with programs where the city fronts the overtime costs the officers work with those  
190 programs and we get reimbursed by grants for the programs. The labor costs were in the area of  
191 benefits and salaries, it is an associated cost when there is more overtime. The operation and

192 maintenance fuel increase in costs is a big one. The Fire department's increase is in labor costs  
193 and property purchase. The labor increase is due to the number of calls they are called out on.  
194 They do bill it out and recoup most of the cost. Training costs have gone up, they have been  
195 advised by our ISO evaluation that they now train two hours each Thursday and not one hour.  
196 The purchase of the fire station land was also a big cost, due to the need for the additional fire  
197 station. He noted the major costs of overtime are due to events and celebrations.

198  
199 Mayor Thomas asked about the addition to the camp ground above the reservoir.

200  
201 Mr. Robinson explained there will be landscaping around the pavilion and they will be installing  
202 a playground across from the pavilion.

203  
204 This item was opened for public comment.

205  
206 Shelley Ferre

207 Ms. Ferre feels the money that goes to fund the golf course etc. comes from the bills she pays.  
208 She does not use the Golf Course and does not want her money to be used towards it.

209  
210 Mayor Thomas explained the funds come from the electric fund and that there is a profit kept in  
211 retained earnings. The rest is transferred and used to support the library, pool, etc. He would like  
212 to see more information showing where the expenses come from on the bill.

213  
214 Ms. Ferre feels with \$2 ½ to \$3 million the funds can be used where the whole city can benefit  
215 from it and she would like to see it better used in other ways than for specific areas like those.

216  
217 Mayor Thomas feels there are things like the pool and the library that we all benefit from. He  
218 feels if kids do not have somewhere to go they get into mischief. The golf course is working to  
219 get self sufficient. We all benefit from keeping the youth entertained and providing various  
220 services to the community.

221  
222 Councilman Leifson stated the City has a library, seniors center, and cemetery, the money is all  
223 pooled and funds all the funds to provide these services.

224  
225 Councilman Andersen stated if they do not personally use the golf course etc. those quality of  
226 life issues are still important and attract businesses and benefit the tax base so the citizen pays  
227 less.

228  
229 Councilman Dart reminded that the certified tax rate is the lowest in the county and if we are  
230 going to fund these programs we would have to increase it.

231  
232 Councilman Davis stated the power rates are a benefit because everyone pays into it and with  
233 property taxes hospitals and churches are exempted from paying.

234  
235 Mayor Thomas agreed he just hopes there is more disclosure on where the funds are used.

236  
237 Councilman Andersen explained renters are also participating in the costs where they wouldn't  
238 on the taxes.

239

240 Councilman Davis stated with Rocky Mountain Energy the extra money goes to corporate  
241 offices in this city the extra money the city is able to use for quality of life.  
242  
243 Greg Mockett  
244 Mr. Mockett likes the idea of more information being shown on the bill about where the money  
245 goes. He asked regarding the municipal energy tax, he would much prefer that the tax be  
246 reallocated onto his bill instead of funding the other items.  
247  
248 Mayor Thomas stated he does not want to do away with it because it is collected from everyone  
249 and they all benefit from it.  
250  
251 Mr. Mockett would like more disclosed on his bill to show where it is being used.  
252  
253 Mayor Thomas stated he likes the way it is collected and would just like to see more disclosure.  
254  
255 Councilman Nielson explained that the feasibility to show exactly where everything goes is not  
256 available. It would be very difficult to show where it goes because we don't know until the end  
257 of the year.  
258  
259 Mr. Mockett said if the items are explained in a large sum going to fund these programs the  
260 public gets upset and feels that it is a hidden slush fund.  
261  
262 Councilman Andersen explained one of the problems is we do not know how much will be  
263 needed and what will be transferred. We need to let the public know that the \$30,000 went into  
264 those funds, he feels it is sad that the citizens do not take the time to come find out exactly where  
265 it goes.  
266  
267 Mr. Mockett would rather his property tax go up instead of the open forum usage of the money.  
268 He suggests adding information for people to know there is an open forum for the public to  
269 discuss it. He also stated that he does not usually read his bills.  
270  
271 Mayor Thomas feels the utilities fund pays more than they should and it is not proportionate to  
272 the value they receive.  
273  
274 Mr. Bowcut stated he feels it is proportionate.  
275  
276 Councilman Andersen made a **Motion** to close the Public Hearing. Councilman Leifson  
277 **Seconded** and the motion **Passed** all in favor at 8:00 p.m.  
278  
279 Councilman Leifson made a **Motion** to approve fiscal year 2008 Budget Revision #2.  
280 Councilman Andersen **Seconded** and the motion **Passed** all in favor.  
281  
282 **NEW BUSINESS:**  
283  
284 **Fiscal Year 2009 Tentative Budget**  
285

286 Mr. Oyler presented the Tentative Budget to the Council. He noted both the Tentative Budget  
287 and the Budget Revision are on the website. He stated this is the Councils Budget and they have  
288 a month to work on it.

289

290 Councilman Leifson made a **Motion** to adopt the Tentative 2009 Budget. Councilman Davis  
291 **Seconded** and the motion **Passed** by a roll call vote all in favor.

292

### 293 **Moratorium Ordinance – Multi Family Housing**

294

295 Mr. Baker explained the proposed moratorium ordinance dealing with the multi-family housing  
296 in specific zones, by state law the moratorium is in place for six months. He explained the  
297 ordinance will affect only new applications that will come in.

298

299 Councilman Davis explained there are issues in R-1-6 and R-3 with infrastructure. He feels they  
300 need to work out the issues so we do not overload the infrastructure and that we keep the  
301 standards of our city. He hopes to try to resolve the problem and make it a win-win situation.

302

303 Mayor Thomas hopes this will not take six months to get finished and that it will not cause issues  
304 with the housing economy. He hopes we are done before the funding becomes more available.

305

306 Councilman Dart would like to hear response and input from citizens and not developers  
307 regarding this item.

308

309 Councilman Davis stated they need to get with the citizens in this part of town and address their  
310 concerns.

311

312 Councilman Nielson said the developers are the land owners that own the property. They want to  
313 do something with the vacant land. His worry is that we need to make a decision quickly and  
314 figure out the overlay options for the area.

315

316 Mr. Anderson stated there are a lot of tools out there the Planning Commission and Council can  
317 use to address this issue. He stated they will need at least two to three joint meetings with the  
318 Council and Planning Commission. He clarified anyone that has applied and has a completed  
319 application submitted will not be impacted.

320

321 Councilman Davis feels it will be a protection to the city to get the answers. If we are going to  
322 start doing this he wants to get the answers on whether or not we can do the higher density in  
323 those areas.

324

325 Councilman Leifson noted even though an area is zoned for a certain amount of houses the sewer  
326 capacity overrides the allowance.

327

328 Mr. Anderson explained the City General Plan promotes the infill as it is today.

329

330 Mayor Thomas stated we need to listen to the market forces, land owners, and the community.

331

332 Councilman Andersen feels in order to have a comprehensive ordinance the whole thing needs to  
333 be addressed. He would favor a moratorium because he likes the idea of addressing all three of  
334 the concepts at once.

335  
336 Mr. Anderson stated it will provide more options and opportunities they did not have before. He  
337 added that this will not be a quick and easy thing they can get through.

338  
339 Councilman Davis feels this is something they need to work out and do right so there is a win-  
340 win situation for all involved.

341  
342 Councilman Andersen is in favor of the moratorium until they can get this figured out.

343  
344 Councilman Davis made a **Motion** to accept Ordinance 07-08, an Ordinance implementing  
345 temporary land use regulations concerning multi-family housing in the R-1-6 and R-3 zones, and  
346 to authorize the Mayor to sign, commencing May 7, 2008. Councilman Dart **Seconded** and the  
347 motion **Passed** with a roll call vote.

348  
349 **ROLL CALL**

VOTING	YES	NO
MAYOR JOE L THOMAS <i>(votes only in case of tie)</i>		
G. WAYNE ANDERSEN <i>Councilmember</i>	X	
RODNEY DART <i>Councilmember</i>	X	
JENS P. NIELSON <i>Councilmember</i>		X
RICHARD M. DAVIS <i>Councilmember</i>	X	
STEVE LEIFSON <i>Councilmember</i>		X

350  
351 Councilman Leifson noted the reason he voted Nay was because he is not comfortable having the  
352 moratorium set at six months he would prefer four months.

353  
354 **Maple Mountain Town Homes Request – Salisbury Development**

355  
356 Greg Salisbury

357 Mr. Salisbury is asking for construction to commence before the roads are finished.

358  
359 Mr. Heap said they ran into a problem where the home was built, they were ready to move in but  
360 there was no power. There is a problem that the lots get sold with no way for us to protect  
361 ourselves. This would require a public hearing and an ordinance change if the Council wants to  
362 consider it.

363  
364 Mr. Salisbury stated he is the builder and developer of the project.

365  
366 Mr. Heap said if there is a way that we don't treat everybody differently and can still do it he's  
367 fine.

368  
369 Mr. Baker stated they have to draft an ordinance that works not only for this situation but all the  
370 ones to come in the future.

371  
372 Councilman Davis feels through the years the city has learned by their mistakes and improved  
373 their codes.

374  
375 Mr. Salisbury feels he is paying the price for the bad builders and developers out there.

376  
377 Councilman Davis stated Mr. Salisbury is a great builder; the problem is they can't change it for  
378 one person.

379  
380 Mayor Thomas feels there should be something looked into to see if this could possibly be  
381 worked out.

382  
383 **ADJOURN:**

384  
385 Councilman Leifson made a **Motion** to adjourn to executive session for litigation and purchase  
386 of property. Councilman Dart **Seconded** and the motion **Passed** all in favor at 8:52 p.m.

387  
388 ADOPTED:  
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Kimberly Robinson, City Recorder

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**Tentative Minutes**  
**Spanish Fork City Council Meeting**  
**May 13, 2008 @ 11:45 a.m.**

Elected Officials Present: Mayor Joe L Thomas; Councilmember's G. Wayne Andersen; Jens P. Nielson, Steven M. Leifson, Rod Dart, Richard M. Davis

Staff Present: Dave Oyler, City Manager; Seth Perrins Assistant City Manager; Dave Anderson, City Planner; Kimberly Robinson, City Recorder

Citizens Present: Bill Summers, Maceys; Dr. Veloy Cook, President Chamber of Commerce; Jesse Conway, LEI; Jean Duffield, Mountain America; Doug Ford, Mountain Country Foods; Clark Swenson, Security Insurance; Lana Creer Harris, Spanish Fork Press; Dave Lewis, Planning Commission/Arrow Star; Kathy Brandon, Zion's Bank; Duane Hutchings, Caselle; Seth Sorensen, Chamber/Rotary

**CALL TO ORDER:**

Mr. Perrins called the meeting to order at 12:00 p.m.

**NEW BUSINESS:**

**Branding Discussion**

Mayor Thomas explained there are a bunch of goals for this project. They would like to have a balanced approach for this and use it as a kick start for the Chamber of Commerce.

Don McEachern

Mr. McEachern gave his presentation on branding and the process involved.

Mr. Perrins stated they would give us a discount since we are the first City in the State of Utah to use them.

Clark Swenson

Mr. Swenson wants to make sure there is no business in Spanish Fork that provides this service.

Mr. Perrins stated they sent an RFP out and did not get a response from anyone local.

Mr. Anderson stated they worked with EDC Utah to help create an RFP then they sent it out.

Mayor Thomas said they narrowed it down to three firms who were all great but North Star was the best. He has heard nothing but great things about the company.

Mr. Perrins stated there were 55 – 60 firms that viewed our RFP on RFP Depot, out of that there were 7-8 who turned in bids. He stated if we want to take the concepts they provide, we can take them to local businesses and create them the way we want, using local businesses as well.

48 Mr. Anderson stated the implementation is completely up to us. They have taken the guess work  
49 out of how to make that brand work for us, what we choose to do is our say.

50  
51 Mayor Thomas would like to see the largest part of the implementation done by the Chamber and  
52 the Economic Development Committee. He feels it should be a partnership not solely on the city  
53 and not solely on the businesses, it will take everyone working together.

54  
55 Ms. Duffield feels if we can't get the money after the initial \$100,000 to implement this then the  
56 original cost will be a waste. She feels a partnership will be the best way to go the more you get  
57 involved the better it will be.

58  
59 Mr. Anderson said there are varying degrees of effort put into this so there are varying degrees of  
60 things gained by this. The more you put into it the more you will get out.

61  
62 Duane Hutchings

63 Mr. Hutchings agrees with what has been said, that is a lot of money, sometimes we are too  
64 conservative and worried about the \$100,000 to gain the \$500,000 reward.

65  
66 Velay Cook

67 Mr. Cook said we are at the crossroads with businesses coming in, this is our opportunity to get  
68 something in place to control the growth the way we want the city to be. We are in the right  
69 place and positioned well for the growth but it needs to be planned. He likes the idea of  
70 integrating the Chamber of Commerce.

71  
72 Councilman Andersen said if we are going to spend \$100,000 then we better not piecemeal the  
73 implementation, it needs to be done right.

74  
75 Doug Ford

76 Mr. Ford agrees with what is being said, if they are going to do this they need to keep it going.  
77 He would like to know the ongoing cost involved.

78  
79 Mr. Perrins explained the strategy depends on what you want to do and where you want to go  
80 with it. The key will be participation by the businesses and their associates.

81  
82 Mr. Ford feels they should know what they are getting into before they agree to pay the initial  
83 \$100,000.

84  
85 Commissioner Lewis stated he wants to know if we are going to follow up with the needed funds  
86 to keep it going, if so then he is all for the project.

87  
88 Mr. Anderson said currently Spanish Fork City already has some form of a branding campaign  
89 that says who we are. Our brand does not live up to what the city and community provide  
90 relative to quality of life and services etc. He feels it is well worth our effort to try to change our  
91 brand.

92  
93 Mr. Cook feels they are stepping into a huge process.

94  
95 Kathy Brandon

96 Ms. Brandon said there are several cities that have already done this, she would like to see what  
97 others have invested and what they have seen gained from it.

98  
99 Commissioner Lewis wants to see how much other communities spent, how much it costs, and  
100 what did they gain from it.

101  
102 Ms. Harris added that it has to be genuine to Spanish Fork.

103  
104 Councilman Dart asked does the \$100,000 stay in the budget or do they take it out.

105  
106 Mayor Thomas stated if they look to the city to handle all of this it will fail it must be a  
107 partnership with everyone for it to work.

108  
109 Mr. Cook feels it's the right project and the right time, but he would like to see more costs for  
110 implementation before they go further forward.

111  
112 Councilman Leifson feels the references should be checked, and they should also find out why  
113 the communities were or were not successful.

114  
115 Jesse Conway

116 Mr. Conway feels it's a great idea and they need to set a timeline to move forward.

117  
118 Mr. Perrins gave an overview of what has been discussed. They all want to see this work but they  
119 want more implementation information, references, along with benchmarks and timelines.

120  
121 **ADJOURN:**

122  
123 The meeting adjourned at 1:30 p.m.

124  
125  
126 ADOPTED:

127 \_\_\_\_\_  
Kimberly Robinson, City Recorder

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**Tentative Minutes**  
**Spanish Fork City Council Meeting**  
**May 13, 2008 @ 5:30 p.m.**

Elected Officials Present: Mayor Joe L Thomas; Councilmember's G. Wayne Andersen, Steven M. Leifson, Richard M. Davis, Jens P. Neilson, Rod Dart; Commissioner's Shane Marshall, Dave Lewis, Mike Christianson, Del Robbins

Staff Present: Dave Oyler, City Manager; Seth Perrins Assistant City Manager; Dave Anderson, City Planner; Dee Rosenbaum, Public Safety Director; Kent Clark, Finance Director; John Bowcut, IS Director; Richard Nielson, Assistant Public Works Director; Richard Heap, Public Works Director; Kimberly Robinson, City Recorder

Citizens Present: Lynn E. Jones, Joanne Jones, Duane Hutchings, Phyllis Grant, Ned Grant, Henry Gardner, Elaine Gardner, Dennis Carlisle. Brian Gabler, Jesse Conway, Greg Magleby, Diane Reid, Mike Gardner, Shauna Gardner, Ann Hutchings,

**CALL TO ORDER, PLEDGE:**

Councilman Andersen called the meeting to order at 5:40 p.m.

**NEW BUSINESS:**

**North East Annexation Review**

Mr. Anderson gave some background regarding the project and the reason for a joint meeting this evening. The purpose of tonight's meeting is to get some direction on concerns that need to be addressed as we continue to work on this annexation.

Greg Magleby

Mr. Magleby works for LEI consulting engineers he then gave his presentation regarding the annexation and Legacy Farms Master Plan.

Duane Hutchings

Mr. Hutchings appreciates the time of the Council and Planning Commission to meet together. He explained they filed for annexation by petition in February of 2007. He commends the Spanish Fork City staff for helping figure out the needs for the area and getting them moved forward. They have 100% cooperation with the land owners in the area. The land owners want a product that works for Spanish Fork, they are long term residents and have an interest in the area.

Mr. Magleby continued his presentation regarding the Master Plan overview. The lot sizes are 6,000 square feet at the smallest, the average lot size being over 9,000 square feet.

Commissioner Robbins asked what the HOA areas would be.

Mr. Magleby explained the only HOA will be in the town home section of the project.

48 Discussion was made regarding the major arterial roads through the project and the railroad  
49 crossings.

50

51 Councilman Leifson would like to ensure plenty of parking for the wetlands park.

52

53 Discussion was made regarding the commercial property and types of uses.

54

55 Commissioner Robbins noted what makes him nervous is the dependence on the bridge over  
56 expressway lane.

57

58 Discussion was made regarding the traffic in this area.

59

60 Mr. Anderson appreciates the time the Planning Commission and City Council are willing to  
61 give. He asked that any questions or ideas anyone might have to please send them to him.

62

63 They took a Break at 6:54 p.m.

64

65 The meeting was called back to order at 7:05 p.m.

66

#### 67 **FY 2009 Budget Review**

68

69 The Council reviewed the budget page by page.

70

71 The General Fund.

72

73 *Mayor Thomas Arrived Late 7:26 p.m.*

74

75 Mr. Rosenbaum said the liquor fund allotment is a grant and will need to be changed and reduced  
76 due to the amount they give us each year.

77

78 General Government.

79

80 Mr. Oyler said professional technical is in the budget for branding.

81

82 Councilman Andersen would like to discuss sometime why the legislature is adjusting the  
83 amount for public safety COLA increases.

84

85 Councilman Andersen asked why the lease payment for the fire truck is lower when we are going  
86 to be purchasing a new truck.

87

88 Mr. Oyler explained why the cost of the fire trucks is lower because the cost of the trucks is less  
89 than we budgeted for. He also explained the ISO rating and that water and dispatching are some  
90 of our highest ratings.

91

92 Discussion was made regarding the ISO rating, the costs to the city and what needs to be  
93 budgeted to purchase items to take care of getting the ratings down.

94

95 Mr. Nielson explained the changes in their department for the trucks and stated they do share  
96 with other departments. He added they are currently used about 80% of the time.

97

98 Discussion was made regarding the cultural arts center building.

99

100 Councilman Nielson feels everyone can benefit from a third party doing a feasibility study to see  
101 if it will work.

102

103 Councilman Leifson stated he does not want them to use Spanish Fork Cities name to raise  
104 money for the Nebo Cultural Arts Center.

105

106 Mayor Thomas feels it has to have a broader appeal of services along with what they like to do in  
107 order for it to work.

108

109 Councilman Nielson said he will draft a letter and let the Council read it before he gives it to the  
110 board.

111

112 Discussion was made regarding the Special Events Kite Festival.

113

114 Councilman Leifson is not opposed to adding some money back in the budget to the fund the  
115 Kite Festival.

116

117 Mayor Thomas feels we can match dollar for dollar what is raised.

118

119 The Council would like \$20,000 added back to the budget, with the special events still working  
120 towards earning the money to have a successful event.

121

122 Discussion was made regarding the different budget items.

123

124 Water

125 Sewer

126 Electric

127 Golf Course

128 Swimming Pool

129 Solid Waste

130 Storm Drainage

131 Irrigation

132 SFCN

133 Broadband

134 Motor Pool

135 Taxes

136 Property tax

137 Cable TV

138 Telephone

139 Energy Sales Tax

140

141 Mayor Thomas asked if we would be willing to form a green committee to gather data and create  
142 a format that can be put on the website. There is no expense on our part it will be strictly  
143 volunteer.

144  
145 Councilman Leifson wants to review it before it is given to the citizens.

146  
147 Councilman Andersen wants to look at it, as long as it has a balanced committee and the Council  
148 reviews it he would agree.

149  
150 Councilman Davis does not want it.

151  
152 Councilman Nielson said as long as they are able to review it.

153  
154 Councilman Dart is hesitant because it needs to be balanced.

155  
156 Councilman Andersen feels if the purpose is to give people an idea to save money and reduce  
157 expenses that information is already available.

158  
159 Councilman Dart feels if they run it past the Council he would be ok to allow them to give a  
160 report.

161  
162 Councilman Leifson is against giving someone a forum to represent information and say it comes  
163 from the city.

164  
165 Councilman Andersen does not feel we need to develop a committee.

166  
167 **Resolution Authorizing Angle Parking at the Following Locations:**

168 **i. On the South side of Center Street from 300 West to 350 West in front of the**  
169 **Spanish Fork Clinic.**

170 **ii. On the South side of 300 South from Main Street to 100 West**

171 **iii. On the North side of Center Street from 50 West to 100 West**

172  
173 Discussion was made regarding the parking by the school district property.

174  
175 Mr. Oyler stated the resolution can be changed not to include the 230 feet to main street by the  
176 school district building.

177  
178 Councilman Davis made a **Motion** to adopt the resolution 08-09 with conditions allowing angle  
179 parking in front of the Nebo school district parking on 300 south, center street in front of the  
180 clinic and credit union established as planned with the Mayor Pro Tem signing. Councilman Dart  
181 **Seconded** and motion **Passed** all in favor by a roll call vote all in favor.

182  
183 **ADJOURN:**

184  
185 Councilman Andersen made a **Motion** to adjourn. Councilman Leifson **Seconded** and the  
186 motion **Passed** all in favor at 10:09 p.m.

187  
188 **ADOPTED:** \_\_\_\_\_



Draft Minutes  
Spanish Fork City Council Meeting  
May 20, 2008

**Elected Officials Present:** Mayor Joe Thomas, Councilman Jens P. Nielson, Councilman Richard M. Davis, Councilman Wayne Anderson, Councilman Steve Leifson, Councilman Rod Dart.

**Staff Present:** Richard Heap, Public Works Director; Seth Perrins, Assistant City Manager; Dave Oyler, City Manager; Junior Baker, City Attorney; Dee Rosenbaum, Public Safety Director; Kent Clark, Finance Director; Shelley Hendrickson, Planning Secretary.

**Citizens Present:** Lana Creer-Harris, Sue Griggs, Pam Jackson, Grant Jackson, Jen Allen, James Westwater.

**CALL TO ORDER**

- a. Pledge
- b. Strawberry Days Royalty
- c. Employee of the Quarter

Mayor Thomas called the meeting to order at 6:00 p.m.

Councilman Dart led in the pledge.

Cami Alldredge, Brianna Mcquirdie, and Heather Nielson of the Strawberry Days Royalty gave an outline of the activities that would take place June 16-22, 2008, for Strawberry Days. They encouraged the City Council and citizens of Spanish Fork to participate in this fun event. The Rodeo Royalty explained the dates, events and entertainment for the Strawberry Days Rodeo. They encouraged the City Council and citizens of Spanish Fork to attend the rodeo. Mayor Thomas thanked them for their attendance and asked Mr. Perrins to put a link on the Spanish Fork City webpage to information for Strawberry Days.

Dianna Brandon, Miss Spanish Fork 2007-2008, thanked the City Council for the support they had given her throughout the year. She invited the City Council and the citizens to the Miss Spanish Fork Pageant to be held Saturday, May 24, 2008, 7:00 p.m., ticket price \$7.

Mayor Thomas recognized and presented Susan Griggs and Rick Hawkins with employee of the quarter awards.

44 PUBLIC COMMENTS

45

46 No public comment

47

48

49 COUNCIL COMMENTS

50

51 Councilman Dart reported that he attended a banquet for the Chamber of  
52 Commerce/Rotary Club scholarships where they gave out 15 scholarships. Four were for  
53 \$2,000 and the other eleven were for \$1,000. He said that these go to help students who  
54 do not have any other scholarships. He had also attended the Veterans of Foreign Wars  
55 Operation Keep In Touch at the capital rotunda where forty libraries were presented with  
56 web cam technology. This technology was provided so that families can communicate with  
57 their soldiers. He said our library was one that received this technology and encouraged  
58 military families to take advantage of the technology. He expressed thanks to the Veterans  
59 of Foreign Wars. He complimented the Fire Ladies Auxillary for the garage sale at the fire  
60 station and said all proceeds would go to the burn center. He congratulated the Spanish  
61 Fork High School girls track team for taking another state title.

62

63 Councilman Leifson reported that awnings have been installed above the stands at the  
64 Volunteer ballpark. He feels this has greatly enhanced the park. He said the Recreation  
65 Department had applied for a grant to get awnings installed at the Russell Swenson  
66 ballpark. He complimented the Recreation Department for the great job they do in  
67 improving the ballparks.

68

69 Councilman Nielson was to report on the Spanish Fork Pageant but said the queen had  
70 done a great job covering it.

71

72 Councilman Davis reported that the putting out of crosses at the cemetery for the veterans  
73 would be Thursday, May 22, 2008 at 3:00 p.m and on Tuesday at 4:00 p.m. they would be  
74 taking them down. On Monday, May 26, 2008, the veterans would be putting on an  
75 inspiring program, at 10 a.m. He thanked everyone who planted flowers on Main Street.  
76 He feels that the Fireman's program was great and thanked the firemen for all they do. He  
77 said that things were going well with Fiesta Days but that volunteers were still needed for  
78 the 24<sup>th</sup>. He explained what would be taking place this year for Fiesta Days: baby contest,  
79 movie at the sports park, children's parade, fairgrounds flag ceremony, golf tournament,  
80 softball tournament, fish rodeo, Joshua Creek concert, stock parade, rodeo, grand parade,  
81 fireworks, and concessions. He commended the Kiwanis Club for all that they do for the  
82 community and the scholarships they provide.

83

84 Councilman Anderson reported that he had attended a Southern Utah Valley Water  
85 meeting where they discussed the purchase of land for a future sewer plant. He read from  
86 a letter that Richard Heap had given him from the State of Utah Division of Water Quality

87 and the possible need for standards regarding the nutrients phosphorus and nitrogen. He  
88 feels that if the State sets standards it will be costly to retrofit the existing sewer plants. He  
89 also attended a meeting with the Utah League of Cities and Towns where discussion took  
90 place on the items that the legislature will be addressing in the interim, such as road  
91 funding, telecommunication, and land use. He expressed appreciation to the sponsors of  
92 the Fiesta Days Rodeo. All of the sponsorships had been filled. He encouraged the  
93 citizens to participate in Fiesta Days.

94  
95 Mayor Thomas reported that he had met with the sixth grade students at Canyon  
96 Elementary to talk about the Wind Mills. He congratulated the students for their knowledge,  
97 the questions they asked and time put into studying the wind mills. He encouraged other  
98 schools to take part in that. He said the windmills should be running within the next 30  
99 days. He received information from the Pastor at the Baptist Church saying they are  
100 celebrating 25 years in the community.

101  
102  
103 **CONSENT ITEMS**

104  
105 a. **Minutes of Spanish Fork City Council Meeting – April 24, 2008; April 28,**  
106 **2008.**

107  
108 Councilman Leifson **moved** to **approve** the consent items; with the noted correction.  
109 Councilman Dart **seconded** and the motion **passed** all in favor.

110  
111  
112 **PUBLIC HEARINGS**

113  
114 a. **Vacation of 650 West**

115  
116 Councilman Nielson **moved** to **open** into Public Hearing. Councilman Anderson **seconded**  
117 and the motion **passed** all in favor at 6:25 p.m.

118  
119 Mr. Baker explained that this was a public hearing for the vacation of a street by the west  
120 auction. This property was recently annexed into the City. On completion of the  
121 annexation this street did not appear to go anywhere. The property owner can incorporate  
122 the street into a development and recommends the Council vacate the street and deed it to  
123 the property owner.

124  
125 Council Davis expressed concern with the ditch.

126  
127 Councilman Davis **moved** to **approve** the vacation of 650 West between 1000 North and  
128 the railroad right-of-way to the north subject to the following condition:

130 **Condition**

131

132 1. Westfield has access to maintain their ditch and easement.

133

134 Councilman Nielson **seconded** and the motion **passed** all in favor.

135

136 Councilman Anderson **moved** to **close** public hearing. Councilman Leifson **seconded** and  
137 the motion **passed** all in favor at 6:31p.m.

138

139 **NEW BUSINESS**

140

141 a. **Contract between Kiwanis and Spanish Fork City for Rodeo**

142 b. **Lynnbrook Saddle Replacement Bid**

143

144 **Contract between Kiwanis and Spanish Fork City for Rodeo**

145

146 Seth Perrins explained the relationship between the Kiwanis Club and the Spanish  
147 Fork Rodeo. He further explained the concessions at the rodeo and that the City  
148 does not charge the Kiwanis for their concessions because the funds do not go to  
149 benefit the Kiwanis Club. The club will be responsible to maintain and clean up the  
150 concessions. The terms of the contract are for 3 years and then to renew annually  
151 until termination.

152

153 Mayor Thomas asked why the terms of the contract were for 3 years. Mr. Baker said  
154 it was due to the election cycle.

155

156 Councilman Anderson made a **motion** to **approve** the Kiwanis Club contract.

157 Councilman Dart **seconded** and the motion **passed** all in favor.

158

159 **Lynnbrook Saddle Replacement Bid**

160

161 Richard Heap explained that when the Lynnbrook subdivision was installed they  
162 used cast iron saddles. The soils have been extremely harsh on the saddles and  
163 many have failed. They need to be replaced with another type of metal. He  
164 budgeted \$42,000 for the cost. The lowest bid came in at \$44,900. This puts them  
165 over budget, but the 900 north water line was under budget, so it is equalized.

166

167 Councilman Leifson made a **motion** to **approve** the Blaine Homes construction bid  
168 of \$44,900 for the Lynnbrook Saddle Replacement. Councilman Anderson  
169 **seconded** and the motion **passed** all in favor.

170

171 Mayor Thomas expressed that he had witnessed citizens near the river gathering  
172 large boulders for landscape. He explained that the boulders were placed as  
173 protection for the river banks and asked that the citizens not remove rocks from the  
174 banks of the river. He then appointed Kay Poulsen and Marie Spencer to the  
175 Seniors Board.

176

177 Councilman Anderson made a **motion** to **approve** Kay Poulsen and Marie Spencer  
178 as members of the Seniors board. Mr. Davis **seconded** and the motion **passed** all  
179 in favor.

180

181 Seth Perrins asked for direction from the City Council for the recycling program. He  
182 explained that bids had been received from three providers, with Allied Waste being  
183 the lowest bidder. He said that Allied Waste is the company that picks up the  
184 garbage in town so it would be a smooth transition and explained the difference  
185 between the garbage and recycle pick ups, Allied Wastes requirements for their  
186 service, cost of the program, fuel cost change and cost of living index, and who  
187 would provide and deliver the cans.

188

189 Discussion was held regarding the duration of the contract being five years, cost of  
190 second garbage cans, costs associated with residents getting rid of a second  
191 garbage can, recycle can base price 4.16 in addition to fuel cost would be 5.33,  
192 voluntary program vs. mandatory, time-frame to get citizens on board with the  
193 voluntary program, and the need for 2,000 customers.

194

195 Councilman Leifson expressed he would like to accept Allied Wastes bid. He would  
196 favor a volunteer program, with a three to six month window, and doing a media blitz.  
197 Councilman Anderson and Mayor Thomas agreed.

198

199 Seth Perrins said he would place a link on the webpage where people could  
200 immediately sign up with the cost being around \$6 to \$7.

201

202 Councilman Dart made a **motion** to **move forward** with the voluntary recycling  
203 program with 3-6 months to hit the 2,000 customer target and accept Allied Wastes  
204 contract. Councilman Leifson **seconded** and the motion **passed** all in favor.

205

206 Councilman Leifson made a **motion** to **adjourn** to executive session for land  
207 purchase and personnel. Councilman Nielson **seconded** and the motion **passed** all  
208 in favor at 6:58 p.m.

209

210 **Adopted:**

211  
212  
213

---

Shelley Hendrickson, Planning Secretary

DRAFT

SPANISH FORK CITY  
Staff Report to City Council



<b>Agenda Date:</b>	June 3, 2008
<b>Staff Contacts:</b>	Dee Rosenbaum
<b>Reviewed By:</b>	City Attorney, Junior Baker
<b>Subject:</b>	Interlocal Agreement with the Utah Valley Special Victims Task Force

**Background Discussion:** We have not previously signed a Utah Valley Special Victims Task Force Agreement. It is a relatively new task force. We have been participating with the task force but just didn't get the agreement signed in the past. Although we have not entered into the Interlocal Agreement in the past I see know reason why we should not enter into this agreement. The content of the agreement and the function of the task force is basically the same as the Major Crimes Task Force that we have participated in for many years. The agreement does not place any requirement on the police dept. or city that is unreasonable. We do not assign an officer to work on this task force as a full time assignment. We do have one officer participate with the task force for 4 to 6 hours per week on an over-time basis. As with the Major Crimes Task Force, the city fronts the over-time pay to the officer and then is reimbursed 100% for the over-time.

The "Special Victims Task Force" is a new name. In the past the task force was called the Utah County Sex Crimes Task Force or Innocent Images task force. This task force focuses mainly on internet crimes dealing with children.

**Budgetary Impact:** There is no budgetary impact. The city fronts the over-time pay to the officer and the task force reimburses the city 100% of the over-time.

**Alternatives:**

**Recommendation:** I recommend the city council authorize the Mayor to sign the Utah Valley Special Victims Task Force Interlocal Agreement.

**Attachments:**

Copy of the agreement

INTERLOCAL COOPERATION AGREEMENT

by and between

ADULT PROBATION AND PAROLE

ALPINE

AMERICAN FORK CITY

BRIGHAM YOUNG UNIVERSITY

CHILDREN'S JUSTICE CENTER

GENOLA

HIGHLAND

LEHI CITY

LINDON

MAPLETON CITY

OREM

PAYSON CITY

PLEASANT GROVE CITY

PROVO CITY

SALEM CITY

SANTAQUIN

SARATOGA SPRINGS CITY

SPANISH FORK CITY

SPRINGVILLE CITY

UTAH COUNTY

and

UTAH STATE DIVISION OF CHILD AND FAMILY SERVICES

Relating to the establishment of a comprehensive, multi-disciplinary,  
non-profit, intergovernmental program to investigate crimes  
involving sexual assault of adults and children  
and serious physical abuse or homicide of children known as the

**Utah Valley Special Victims Task Force**

**INTERLOCAL COOPERATION AGREEMENT**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between ADULT PROBATION AND PAROLE, an agency of the State of Utah, ALPINE CITY, a political subdivision of the State of Utah, AMERICAN FORK CITY, a political subdivisions of the State of Utah, BRIGHAM YOUNG UNIVERSITY, the CHILDREN’S JUSTICE CENTER, a governmental agency, GENOLA CITY, a political subdivision of the State of Utah, HIGHLAND CITY, a political subdivision of the State of Utah, LEHI CITY, a political subdivision of the State of Utah, LINDON, a political subdivision of the State of Utah, MAPLETON CITY, a political subdivision of the State of Utah, the CITY OF OREM, a political subdivision of the State of Utah, PAYSON CITY, a political subdivision of the State of Utah, PLEASANT GROVE CITY, a political subdivision of the State of Utah, PROVO CITY, a political subdivisions of the State of Utah, SALEM CITY, a political subdivision of the State of Utah, SANTAQUIN, a political subdivision of the State of Utah, SARATOGA SPRINGS CITY, a political subdivision of the State of Utah, SPANISH FORK CITY, a political subdivision of the State of Utah, SPRINGVILLE CITY, a political subdivision of the State of Utah, UTAH COUNTY, UTAH, a political subdivision of the State of Utah, hereinafter referred to as UTAH COUNTY, and the UTAH STATE DIVISION OF CHILD AND FAMILY SERVICES, an agency of the State of Utah, hereinafter referred to as DCFS, hereinafter collectively referred to as the Parties.

**WITNESSETH:**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies and other entities, including political subdivisions of

the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action to investigate crimes involving sexual assault of adults and children and serious physical abuse or homicide of children; and

WHEREAS, the Parties, through their respective governing bodies, have voluntarily determined that the interests and welfare of the adults and children at risk within Utah County's jurisdiction will best be served by this Interlocal Cooperation Agreement to provide for the cooperative investigation of crimes involving sexual assault of adults and children and serious physical abuse or homicide of children and the short term assessment of child abuse cases involving the Division of Child and Family Services (pursuant to UCA Title 78, Chapter 3a and Title 62A, Chapter 4a Part 4); and

WHEREAS, all of the Parties to this Agreement except Brigham Young University are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, all of the Parties to this Agreement share common problems related to the investigation of crimes involving sexual assault of adults and children and serious physical abuse or homicide of children and the short term assessment of child abuse cases involving the Division of Child and Family Services; and

WHEREAS, effective investigation and prosecution of crimes involving sexual assault of adults and children and serious physical abuse or homicide of children requires specialized personnel and regional cooperation;

NOW, THEREFORE, the Parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

**Section 1. Effective Date; Duration.**

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act as to each party executing the agreement, upon the submission

of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the governing bodies of the governmental Parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from the effective date hereof until December 31, 2018. This Interlocal Cooperation Agreement shall not become effective until it has been reviewed as to proper form and compliance with applicable law by the attorney for each of the governmental Parties entering into this Agreement. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the records of each of the Parties hereto.

**Section 2. Administration of Agreement.**

The Parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The Parties to this Agreement do agree, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, to establish a joint administrative board responsible for administering the joint undertaking to be known as the Utah Valley Special Victims Task Force, hereinafter referred to as the Task Force. The Administrative Board shall consist of the chief law enforcement officer of each party or his designee, or in the event the party does not have a chief law enforcement officer, one appointed representative from such party, and the Utah County Attorney or his designee. Each member of the Administrative Board shall be allowed one vote and all matters shall be determined, after appropriate discussion, by majority vote. The Administrative Board shall adopt such rules and procedures regarding the orderly conduct of its meetings and discussions, including the frequency and location of meetings, as it shall deem necessary and appropriate.

The current Task Force field director is a deputy sheriff designated by the Utah County Sheriff. The Board may by majority vote, and acceptance of the newly designated field director's agency, designate a successor field director. Thirty days prior written notice shall be given of the Board's intent to designate a field director. The notice shall be sent certified mail, return receipt requested to the governing body of all

member agencies with a copy to all board members. The field director shall be experienced in the investigation of sexual assault, physical abuse and homicides and shall be the rank of lieutenant or higher.

The field director agency shall provide all administration of the Task Force, including but not limited to, joint office space for the Task Force and DCFS as agreed between the field director agency and DCFS, Task Force financial administration and funding for Task Force meetings and activities.

If grants or other funds are received by the Task Force, the field director agency is appointed by the Parties to this Agreement as the financial department for the Task Force. The field director agency shall oversee the financial accountability of the Task Force, including the budget. Any monies paid to the Task Force shall be deposited with and accounted for by the field director agency. Funds shall be audited in accordance with standard financial procedures and regularly established laws relating to audit and management of public funds. The field director agency shall facilitate and make available checking accounts and procurement procedures.

The field director agency's attorney office is designated as the entity which will provide legal advice on civil matters related to Task Force operations. Since a separate entity is not created pursuant to this Agreement, in the event a member officer or city becomes the subject of a claim or lawsuit, the individual officer or city will be required to defend itself.

The Parties hereto agree that when officers are acting under the direction of the Administrative Board or the field director, they are functioning in a "Task Force operation."

If a member jurisdiction wishes to request that the Task Force initiate or assume an investigation, the member's chief of police or his designee shall submit a request in writing to the field director of the Task Force. The request shall include : [1] the date of the request; [2] an explanation concerning how the proposed investigation fits within the purposes of the Task Force; and [3] the person(s) and/or crime(s) to be investigated. If the field director determines that the Task Force should take over the proffered

investigation, he shall in writing assign and coordinate the completion of the investigation. The investigation shall become a “Task Force operation” upon assignment of the investigation by the field director.

Any assistance provided by Task Force officers to a member jurisdiction outside the scope of a written request shall not be governed by this Agreement. Nothing in this Agreement is intended to modify or infringe upon the mandates imposed by statute, rule or policy governing the operation of the Division of Child and Family Services.

The Parties hereto agree that when officers are functioning in a Task Force operation outside of the officers’ home jurisdiction, within the jurisdiction of a member city, the officers will notify the member city of their presence within 24 hours of leaving the member jurisdiction or as soon as reasonably practicable if such notice would compromise a Task Force operation.

**Section 3. Purposes.**

The Task Force is created for the purpose of enforcing, investigating, and prosecuting violations of the laws of the State of Utah relating to sexual assault of adults and children and serious physical abuse or homicide of children. The Task Force will also assist and / or coordinate in the short term assessment of child abuse cases involving the Division of Child and Family Services.

**Section 4. Manner of Financing.**

The operation of the Task Force shall be financed by each individual participating member agency. Each participating agency will fund and equip the individuals that they assign to the Task Force for the purpose of enforcing, investigating, and prosecuting violations of the laws of the State of Utah relating to sexual assault of adults and children and serious physical abuse or homicide of children. In the event that Federal, State or local grants are obtained for the purpose of enhancing the function(s) of the Task Force, grant funds

will be administered by the agency applying for the grant. Those funds will be shared and administered based on the guidelines established by the grant.

The operation of the Task Force may be financed by any and all available State and Federal monies offered for such purposes. The Administrative Board shall review agency contributions on a yearly basis. Unless otherwise provided by action of the Administrative Board, the Task Force shall operate on a fiscal year basis.

**Section 5. Participation.**

Each party to this Agreement shall provide manpower, equipment and resources each year as determined by the Member Jurisdiction. In the event a party to this Agreement fails to provide its agreed upon manpower, equipment, or resources within thirty days of formal notification of the requirement, that party shall be deemed to have withdrawn from participation in this Agreement and that party's rights shall be determined as set forth in Section 7. Officers assigned or attached to the Task Force shall be Category I Peace Officers of the State of Utah. Personnel assigned to Task Force operations shall comply with policies and procedures as established by the Administrative Board. Personnel shall act under the command of their agency administration or the field director. In the event of a conflict between department policy of a member party and Task Force policy, as established pursuant to this Agreement, Task Force officers shall abide by department policy.

**Section 6. Addition of Other Members.**

Other public agencies or other persons may become Parties to this Interlocal Cooperation Agreement upon approval by the Administrative Board by executing an Addendum to this Agreement. In order for a public agency to be added to this Agreement by Addendum, the Addendum must be approved by the governing body of the public agency to be added and the Addendum must be reviewed as to proper form and

compliance with applicable law by the attorney for the public agency to be added. Prior to becoming effective, this Interlocal Cooperation Agreement and the Addendum shall be filed with the person who keeps the records of the public agency being added to this Agreement and with the Utah County Commission.

**Section 7. Termination.**

This Interlocal Cooperation Agreement may be completely terminated at any time by a majority vote of the Administrative Board. Any party to this Agreement may, at the sole option of the party, pursuant to resolution and formal action of the governing body of the member, withdraw from participation in this Agreement at any time without liability for unpaid present or future assessment. Upon the unilateral withdrawal of a member from participation under this Agreement, the Agreement shall not automatically terminate with regard to the remaining members, but shall continue in force and effect as to the remaining members. Withdrawing Parties shall immediately lose any rights to participation in the administration or conduct of this Agreement. Officers of the withdrawing member, upon withdrawal, shall immediately cease participation in any Task Force operations. Property contributed to Task Force operations by the withdrawing member shall be returned to the withdrawing member as soon as reasonably practical, provided that in no event shall the security of ongoing operations or the health and safety of officers continuing to participate in Task Force operations be jeopardized by the immediate withdrawal of equipment or personnel. Upon the complete termination of this Agreement, Task Force operations shall cease as quickly as practically possible, provided that in no case shall the security of ongoing investigations be jeopardized or the safety or welfare of officers acting pursuant to Task Force operations be jeopardized. Ongoing investigations shall be transferred to appropriate police departments as determined by the field director. Evidence, information, and data, including copies of all relevant police reports, shall be transferred and made available to appropriate agencies which will continue the investigations as they deem appropriate. Any evidence not

clearly associated with ongoing investigations shall remain in the evidence room in which it is located and shall be made available by the custodial member as needed for continuing prosecution or law enforcement purposes until ordered released or disposed of by the Utah County Attorney's Office in accordance with State law. Files or other investigative reports not directly involved in ongoing investigations shall be transferred to the agency where the offense occurred which shall keep and maintain such files in accordance with State law relating to management of public documents. Property held by any agency derived from Task Force operations, other than property from the agency's direct contribution, shall be distributed back to members in shares proportionate to population and length of participation in Task Force operations. Length of participation shall be determined as commencing from execution of the initial Interlocal Cooperation Agreement to formal termination of participation as herein above provided.

**Section 8. Manner of Holding, Acquiring, or Disposing of Property.**

Title to property or equipment contributed by a member to this Agreement shall remain in the contributing member's name. Property or equipment obtained directly from Task Force operations shall be titled in the name of UTAH COUNTY until dissolution or distribution as herein above provided.

**Section 9. Indemnification.**

All Parties to this Agreement are agencies or political subdivisions of the State of Utah, except BRIGHAM YOUNG UNIVERSITY. Each of these Parties to this agreement agree to indemnify and save harmless the others for damages, claims, suits, and actions arising out of the acts or omissions of its own officers or agents in connection with this Agreement or the operation of the Task Force. In the event UTAH COUNTY becomes the subject of a claim or lawsuit based solely upon the fact that a ~~municipal~~ peace officer has been deputized as a Deputy County Sheriff pursuant to this Agreement, the party which employs the

subject peace officer agrees to indemnify and save harmless UTAH COUNTY for any damages, claims, suits, and legal actions arising out of the officer's actions.

**Section 10. Amendments.**

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) executed by a duly authorized official of each of the Parties, (b) submitted to and approved by the attorney for each public agency which is a party to this Agreement as required by Section 11-13-202.5(3), Utah Code Annotated, 1953, as amended, and (c) filed in the official records of each party.

**Section 11. Severability.**

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

**Section 12. Governing Law.**

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

**Section 13. Counterparts.**

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

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

**ADULT PROBATION AND PAROLE**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2008.

---

LARRY EVANS

ATTEST:

REVIEWED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

By: \_\_\_\_\_

ALPINE

DATED this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

REVIEWED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

By: \_\_\_\_\_  
CITY ATTORNEY

**AMERICAN FORK CITY**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

REVIEWED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

By: \_\_\_\_\_  
CITY ATTORNEY

**BRIGHAM YOUNG UNIVERSITY**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2008.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**CHILDREN'S JUSTICE CENTER**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2008.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ATTEST:

REVIEWED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

By: \_\_\_\_\_

**GENOLA**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

REVIEWED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

By: \_\_\_\_\_  
CITY ATTORNEY

**HIGHLAND**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

REVIEWED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

By: \_\_\_\_\_  
CITY ATTORNEY

**LEHI CITY**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

REVIEWED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

By: \_\_\_\_\_  
CITY ATTORNEY

**LINDON**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

REVIEWED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

By: \_\_\_\_\_  
CITY ATTORNEY

**MAPLETON CITY**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

REVIEWED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

By: \_\_\_\_\_  
CITY ATTORNEY

**CITY OF OREM**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

REVIEWED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

By: \_\_\_\_\_  
CITY ATTORNEY

**PAYSON CITY**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

REVIEWED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

By: \_\_\_\_\_  
CITY ATTORNEY

**PLEASANT GROVE CITY**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

REVIEWED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

By: \_\_\_\_\_  
CITY ATTORNEY

**PROVO CITY**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

REVIEWED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

By: \_\_\_\_\_  
CITY ATTORNEY

**SALEM CITY**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

REVIEWED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

By: \_\_\_\_\_  
CITY ATTORNEY

**SANTAQUIN CITY**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

REVIEWED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

By: \_\_\_\_\_  
CITY ATTORNEY

**SARATOGA SPRINGS CITY**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

REVIEWED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

By: \_\_\_\_\_  
CITY ATTORNEY

**SPANISH FORK CITY**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

REVIEWED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

By: \_\_\_\_\_  
CITY ATTORNEY

**SPRINGVILLE CITY**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

REVIEWED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

By: \_\_\_\_\_  
CITY ATTORNEY

**UTAH COUNTY**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2008.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

---

GARY ANDERSON, Chairman

ATTEST: BRYAN THOMPSON  
Utah County Clerk/Auditor

By: \_\_\_\_\_  
Deputy

REVIEWED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:  
JEFFREY R. BUHMAN

By: \_\_\_\_\_  
Deputy Utah County Attorney

**UTAH STATE DIVISION OF  
CHILD AND FAMILY SERVICES**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
PAUL CURTIS, Regional Director

ATTEST:  
REVIEWED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:  
Attorney General:

By: \_\_\_\_\_  
Assistant Attorney General

SPANISH FORK CITY  
Staff Report to City Council



<b>Agenda Date:</b>	<b>June 3, 2008</b>
<b>Staff Contacts:</b>	<b>Dee Rosenbaum</b>
<b>Reviewed By:</b>	<b>City Attorney, Junior Baker</b>
<b>Subject:</b>	<b>Interlocal Agreement with the Major Crimes Task Force</b>

**Background Discussion:** We have participated in the county wide Major Crimes Task Force for many years. Periodically we need to update the Interlocal Agreement. It is time for us to update the agreement. The agreement as presented has no significant changes from the agreements we have entered in the past.

**Budgetary Impact:** There is no budgetary impact. We have an officer assigned to work as a member of the Major Crimes Task Force. Because of the nature of the work and the work load these officers often work over-time. The city fronts the over-time pay to the officer and the task force reimburses the city 100% of the over-time.

**Alternatives:**

**Recommendation:** I recommend the city council authorize the Mayor to sign the Utah County Major Crimes Task Force Interlocal Agreement.

**Attachments:** Copy of the agreement

**INTERLOCAL COOPERATION AGREEMENT**

by and

between

UTAH COUNTY, UTAH

PROVO CITY

CITY OF OREM

PLEASANT GROVE CITY

AMERICAN FORK CITY

ALPINE CITY

SPANISH FORK CITY

SANTAQUIN CITY

LEHI CITY

SPRINGVILLE CITY

PAYSON CITY

MAPLETON CITY

SALEM CITY

SARATOGA SPRINGS CITY

LINDON CITY

and

HIGHLAND CITY

Relating to the establishment of an intergovernmental program  
known as the

**Utah County Major Crimes Task Force**

**INTERLOCAL COOPERATION AGREEMENT**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, PROVO CITY, CITY OF OREM, PLEASANT GROVE CITY, AMERICAN FORK CITY, ALPINE CITY, SPANISH FORK CITY, SANTAQUIN CITY, LEHI CITY, SPRINGVILLE CITY, PAYSON CITY, MAPLETON CITY, SALEM CITY, SARATOGA SPRINGS CITY, LINDON CITY, and HIGHLAND CITY, all municipal corporations.

**WITNESSETH:**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action to provide police protection; and

WHEREAS, all of the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, all of the parties to this Agreement share common problems related to illegal production, manufacture, sale, and use of controlled substances, illegal gang-related activities, and serious property crimes, within their jurisdictions, in violation of Federal and State laws; and

WHEREAS, effective investigation and prosecution of violations of the Controlled Substances Acts, gang-related activities, and serious property crimes requires specialized personnel and regional cooperation;

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

**Section 1. Effective Date; Duration.**

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the executive power or legislative body of the public agencies which are parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from the effective dates hereof until December 31, 2020. This Interlocal Cooperation Agreement shall not become effective until it has been reviewed for form and compatibility with the laws of the State of Utah by the Utah County Attorney's Office, and the attorney for each of the parties to this Agreement. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the records of each of the parties hereto. All parties hereto agree that the execution of this Agreement shall operate to terminate any prior Agreements.

**Section 2. Administration of Agreement.**

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties to this Agreement do agree, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, to establish a joint administrative board responsible for administering the joint undertaking to be known as the Utah County Major Crimes Task Force, hereinafter referred to as the Task Force. The Administrative Board shall consist of one appointed representative from each party to this Agreement and the Utah County Attorney. The appointed representatives shall serve at the pleasure of the elected governing body of the respective parties to this Agreement. Each member of the Administrative Board shall be allowed one vote and all matters shall be determined, after appropriate discussion, by majority

vote. The Administrative Board shall adopt such rules and procedures regarding the orderly conduct of its meetings and discussions, including the frequency and location of meetings, as it shall deem necessary and appropriate.

The Administrative Board shall appoint one peace officer to act as the Task Force Director and one peace officer to act as Field Supervisor for Task Force operations. The Administrative Board shall also appoint six members to act as the Executive Board in addition to the Utah County Attorney who shall be a permanent member of the Executive Board. The duties of the Executive Board shall be to execute and carry out policies established by the Administrative Board and to establish policies and procedures for the day to day operations of the Task Force. The Executive Board shall report to the Administrative Board at least monthly. Appointed members of the Executive Board may be removed at any time by a majority vote of the Administrative Board.

The CITY OF OREM is appointed by the parties to this Agreement as the financial department for the Task Force. The CITY OF OREM shall oversee the accountability of the Task Force, including the budget. Monies paid to the Task Force shall be deposited with and accounted for by the CITY OF OREM. Funds shall be audited in accordance with standard financial procedures and regularly established laws relating to audit and management of public funds. The CITY OF OREM shall facilitate and make available checking accounts and procurement procedures.

In addition to the above administration, the Utah County Attorney's Office is designated as the entity which will provide legal advice on civil matters related to Task Force operations. Since a separate entity is not created pursuant to this Agreement, in the event a member officer or city becomes the subject of a claim or lawsuit, the individual officer or city will be required to defend itself.

The parties hereto agree that the secretary assigned to do work for the Task Force will be a full-time employee of the CITY OF OREM. Orem employee(s) assigned to the Task Force shall exercise control and supervision over the secretary and shall be responsible for conducting his or her employee evaluations. The Task Force secretary shall be subject to the personnel policies and procedures of the CITY OF OREM. The Task Force secretary shall be classified as a "Secretary" under Orem's personnel classification system and shall receive all compensation and benefits normally associated with that classification.

The parties hereto agree to reimburse the CITY OF OREM for all costs associated with the employment of the Task Force secretary, including salary, benefits, workers' compensation and unemployment compensation. The CITY OF OREM shall participate in its pro rata share of the costs. The parties hereto also agree to indemnify and hold the CITY OF OREM harmless from and against any claim, action or damages arising out of the employment of the Task Force secretary. The intent of this paragraph is to make the CITY OF OREM completely whole so that it is not required to pay more than its normal pro rata share of all costs associated with the employment of the Task Force secretary, whether those costs be the routine costs of employment, or costs incurred due to claims or actions brought by, against, because of, or related to the Task Force secretary. The CITY OF OREM shall not have any obligation to retain the secretary or provide other employment for the secretary in the event that the Task Force dissolves, the position is eliminated, or the person is terminated from that position.

The parties hereto agree that when officers are acting under the direction of the Administrative Board, Executive Board, Task Force Director, or Field Supervisor, they are functioning in a "Task Force operation."

If a member jurisdiction wishes to request that the Task Force take over an investigation, the member's chief of police shall submit a request in writing to the Task Force Director of the Task Force. The request shall include : [1] the date of the request; [2] an explanation concerning how the proposed investigation fits within the purposes of the Task Force; and [3] the person(s) and/or crime(s) to be investigated. If the Task Force Director determines that the Task Force should take over the proffered investigation, he shall sign the acceptance portion of the request and affix the date and time of his signature. The investigation shall become a "Task Force operation" upon the Task Force Director's execution of the acceptance.

Any assistance provided by Task Force officers to a member jurisdiction outside the scope of a written request shall not be governed by this Agreement.

The parties hereto agree that when officers are functioning in a Task Force operation not within the officers' home jurisdiction, but within the jurisdiction of a member city, the officers are not required to notify the member city of their presence. Prior to entering a non-member city, officers shall notify the non-member city of their intentions to enter that non-member city.

**Section 3. Purposes.**

The Utah County Major Crimes Task Force is created for the purpose of enforcing, investigating, and prosecuting violations of narcotics and controlled substances laws of the State of Utah and the United States of America at all levels and to coordinate the efforts of the member entities to combat gang-related activities and serious property crimes.

**Section 4. Manner of Financing.**

The operation of the Utah County Major Crimes Task Force shall be financed by any and all available State and Federal monies offered for such purposes and by direct contributions of money,

personnel, and equipment from parties to this Agreement. The Executive Board shall review budget and expenses on a yearly basis together with a proposed budget for the coming year as prepared by the Field Supervisor. The Executive Board shall then establish a yearly budget. Unless otherwise provided by action of the Administrative Board, the Task Force shall operate on a fiscal year basis. Upon submission of the yearly budget to the Administrative Board, the Board shall assess each member its proportionate share based upon population figures of the Governor's Office of Planning and Budget. Any such assessments shall include assessments necessary for any matching of State or Federal grants. Each party agrees to pay its required assessment within thirty days of formal notification of the assessment by the Administrative Board unless said party withdraws from participation. In the event a party to this Agreement fails to pay its required assessment within thirty days of formal notification of the assessment, that party shall be deemed to have withdrawn from participation in this Agreement and that party's rights shall be determined as set forth in Section 8.

**Section 5. Participation.**

Each party to this Agreement shall provide manpower, equipment and funds each year as determined by the Administrative Board. In the event a party to this Agreement fails to provide its required manpower, equipment, or funds within thirty days of formal notification of the requirement, that party shall be deemed to have withdrawn from participation in this Agreement and that party's rights shall be determined as set forth in Section 8. Officers supplied shall be Category I Peace Officers of the State of Utah. Personnel assigned to Task Force operations shall comply with policies and procedures as established by the Administrative and Executive Boards. Personnel shall act under the command of the Task Force Director and the Field Supervisor. In the event of a

conflict between department policy of a member party and Task Force policy, as established pursuant to this Agreement, Task Force officers shall abide by Task Force policy.

**Section 6. Seizures and Forfeitures.**

Both Federal and State law provide for forfeiture and seizure of property used for, or otherwise connected with, violations of the various controlled substances laws and gang-related activities. Some of the forfeiture provisions may allow for direct transfer of property or money to the Task Force. Other seizure or forfeiture statutes require transfer of seized or forfeited property only to the Sheriff's Office or to the Police Department of a party to this Agreement. Parties to this Agreement hereby agree that any property, money, or equipment seized or forfeited as a result of Task Force operations shall immediately be dedicated to Task Force operations. Funds derived from such forfeitures and seizures shall not reduce participants' obligations to provide money, manpower, or equipment as established by the Administrative Board.

Notwithstanding the foregoing, forfeitures and seizures resulting from operations of police departments or the Utah County Sheriff's Office not related to Task Force operations shall be conducted separately and independently from Task Force operations. Property, cash, or equipment obtained by forfeiture or seizure through such non-Task Force operations shall become and remain the property of the involved agency as provided by law.

In the event Task Force personnel and non-Task Force personnel are jointly involved in an operation, forfeiture or seizure of any available property will be aggressively pursued. The matter will be submitted to the Administrative Board who shall determine, by majority vote, the appropriate distribution of recovered property or proceeds. It is recognized and understood by all parties to this Agreement that joint operations shall include those operations in which both Task Force and non-

Task Force personnel are involved in the planning and investigation. Other enforcement actions may involve Task Force or non-Task Force personnel in a backup or supportive role which shall not require proportionate distribution of seized or forfeited property or proceeds.

**Section 7. Addition of Other Members.**

Other public agencies or other persons may become parties to this Interlocal Cooperation Agreement upon approval by the Administrative Board by executing an Addendum to this Agreement. In order for a public agency to be added to this Agreement by Addendum, the Addendum must be approved by the executive power or legislative body of the public agency to be added and the Addendum must be reviewed and Reviewed for form and compatibility with the laws of the State of Utah by the attorney for the public agency to be added. Prior to becoming effective, this Interlocal Cooperation Agreement and the Addendum shall be filed with the person who keeps the records of the public agency being added to this Agreement.

**Section 8. Termination.**

This Interlocal Cooperation Agreement may be completely terminated at any time by a majority vote of the Administrative Board. Any party to this Agreement may, at the sole option of the party, pursuant to resolution and formal action of the governing body of the member, withdraw from participation in this Agreement at any time without liability for unpaid present or future assessment. Upon the unilateral withdrawal of a member from participation under this Agreement, the Agreement shall not automatically terminate with regard to the remaining members, but shall continue in force and effect as to the remaining members. Withdrawing parties shall immediately lose any rights to participation in the administration or conduct of this Agreement or the Major Crimes Task Force. Officers of the withdrawing member, upon withdrawal, shall immediately cease

participation in any Task Force operations. Property contributed to Task Force operations by the withdrawing member shall be returned to the withdrawing member as soon as reasonably practical, provided that in no event shall the security of ongoing operations or the health and safety of officers continuing to participate in Task Force operations be jeopardized by the immediate withdrawal of equipment or personnel. The withdrawing member shall not be entitled to any share of property or equipment seized or forfeited to the Task Force until complete termination of this Agreement and pursuant to the provisions for disposition of property as hereinafter provided.

Upon the complete termination of this Agreement, Task Force operations shall cease as quickly as practically possible, provided that in no case shall the security of ongoing investigations be jeopardized or the safety or welfare of officers acting pursuant to Task Force operations be jeopardized. Ongoing investigations shall be transferred to appropriate police departments as determined by the Task Force Director. Evidence, information, and data, including copies of all relevant police reports, shall be transferred and made available to appropriate agencies which will continue the investigations as they deem appropriate. Any evidence not clearly associated with ongoing investigations shall remain in the evidence room in which it is located and shall be made available by the custodial member as needed for continuing prosecution or law enforcement purposes until ordered released or disposed of by the Utah County Attorney's Office in accordance with State law. Files or other investigative reports not directly involved in ongoing investigations shall be transferred to the Utah County Attorney's Office which shall keep and maintain such files in accordance with State law relating to management of public documents. Property held by the CITY OF OREM which has been derived from Task Force operations, other than property from direct contribution pursuant to assessment from members to this Agreement, shall be distributed back to

members in shares proportionate to population and length of participation in Task Force operations. Length of participation shall be determined as commencing from execution of the initial Interlocal Cooperation Agreement to formal termination of participation as herein above provided.

**Section 9. Manner of Holding, Acquiring, or Disposing of Property.**

Title to property or equipment contributed by a member to this Agreement shall remain in the contributing member's name. Property or equipment obtained directly from Task Force operations or forfeited to the Task Force as a result of Task Force operations shall be titled in the name of the CITY OF OREM until dissolution or distribution as herein above provided.

**Section 10. Indemnification.**

All parties to this Agreement are agencies or political subdivisions of the State of Utah. Each of these parties agrees to indemnify and save harmless the others for damages, claims, suits, and actions arising out of negligent errors or omissions by its own officers or agents in connection with this agreement or the operation of the Utah County Major Crimes Task Force.

**Section 11. Amendments.**

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by the executive power or legislative body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and Reviewed by the Utah County Attorney, and the attorney for each public agency which is a party to this Agreement as required by Section 11-13-202.5, Utah Code Annotated, 1953, as amended, and (d) filed in the official records of each party.

**Section 12. Severability.**

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

**Section 13. Governing Law.**

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

**Section 14. Counterparts.**

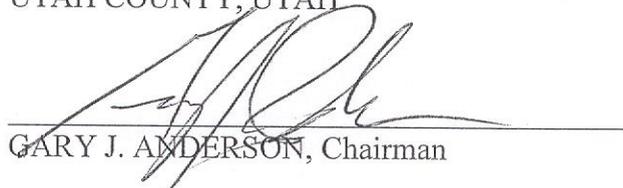
This Interlocal Cooperation Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each entity shall return a signed copy of its signature page and Resolution authorizing execution of the signature page to the Utah County Clerk/Auditor to be attached to Utah County's original Agreement. As each entity's signature page is attached to Utah County's original Agreement, Utah County will cause a copy of the signature page to be distributed to all entities.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. 2008-4, authorized and passed on the  
2nd day of Jan., 2008.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

  
GARY J. ANDERSON, Chairman

ATTEST: BRYAN E. THOMPSON  
Utah County Clerk/Auditor

Reviewed as to form and compatibility with  
the laws of the State of Utah

By:   
Deputy Clerk/Auditor

  
COUNTY ATTORNEY

**SPANISH FORK CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY



## **REDEVELOPMENT AGENCY MEETING**

PUBLIC NOTICE is hereby given that the Redevelopment Agency of Spanish Fork, Utah, will hold a public meeting in the City Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on June 3, 2008.**

### AGENDA ITEMS:

#### **1. CALL TO ORDER:**

#### **2. MINUTES:**

a. [April 1, 2008](#)

#### **3. PUBLIC HEARING:**

a. FY 2009 Budget

### ADJOURN:

\* Supporting documentation is available on the City's website [www.spanishfork.org](http://www.spanishfork.org)

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.

1 **Tentative Minutes**  
2 **Spanish Fork City Redevelopment Agency Meeting**  
3 **April 1, 2008**  
4

5 Elected Officials Present: Mayor Joe L Thomas, Councilmember's G. Wayne Andersen, Steven  
6 M. Leifson, Jens P. Nielson, Rod Dart, Richard M. Davis  
7

8 Staff Present: Dave Oyler, City Manager; Seth Perrins, Assistant City Manager; Richard Heap,  
9 Public Works Director; Junior Baker, City Attorney; Dee Rosenbaum, Public Safety Director;  
10 Don Thomas, Emergency Preparedness; Kent Clark, Finance Director; Dale Robinson, Parks and  
11 Recreation Director; Kimberly Robinson, City Recorder  
12

13 Citizens Present: Mark B. Dallin, Randy Tangreen, Dennis Tangreen, Preston Naylor, Khayyam  
14 Jones, Robin Halverson, Gordon Raymond, Jen Allen, Pat Parkinson, Richard Evans, Bjorn  
15 Pendleton, Lana Creer Harris, Dianne Woolford, Merrill Bingham, Lyle Cope  
16

17 **ADJOURN TO RDA MEETING:**  
18

19 Councilman Leifson made a **Motion** to adjourn to the Redevelopment Agency Meeting.  
20 Councilman Andersen **Seconded** and the motion **Passed** all in favor at 10:13 p.m.  
21

22 **MINUTES:**  
23

24 **February 19, 2008**  
25

26 Mr. Andersen made a **Motion** to adopt the Redevelopment Agency minutes of February 19,  
27 2008. Mr. Nielson **Seconded** and the motion **Passed** all in favor.  
28

29 **NEW BUSINESS:**  
30

31 Mr. Baker explained they are here to approve the contract for the property owners to annex. They  
32 agreed to do this if the city will pick up the cost. This contract indicates that if the annexation  
33 proceeds the RDA will pick up all the expenses, filing fees document preparation, and SESD buy  
34 out fee.  
35

36 Mr. Nielson made a **Motion** to approve the contract between the property owners and the  
37 annexation and authorize the Mayor to sign the contract. Councilman Leifson **Seconded** and the  
38 motion **Passed** all in favor.  
39

40 **ADJOURN:**  
41

42 Councilman Davis made a **Motion** to adjourn back to the City Council meeting. Councilman  
43 Nielson **Seconded** and the motion **Passed** all in favor at 10:17 p.m.  
44

45 ADOPTED:  
46  
47

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Kimberly Robinson, City Recorder