



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 July 1, 2008**.

AGENDA ITEMS:

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

- a. Pledge
- b. Miss Santaquin Presentation

2. PUBLIC COMMENTS:

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

3. COUNCIL COMMENTS:

4. CONSENT ITEMS:

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

- a. [DUP Lease Agreement](#)
- b. [Interlocal Agreement with Utah County](#)

5. NEW BUSINESS:

- a. [Cooperative Agreement with UDOT – Richard Nielson](#)
- b. [Bid Award 1000 North 600 East Chappel Drive Utility Project](#)

6. ADJOURN TO RDA MEETING:

7. EXECUTIVE SESSION:

- a. Real Property

ADJOURN:

* Supporting documentation is available on the City's website 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.

LEASE AGREEMENT

THIS LEASE AGREEMENT executed on this 1st day of July 2008 between SPANISH FORK CITY, a Municipal Corporation of the State of Utah, hereinafter called CITY, and DAUGHTERS OF THE UTAH PIONEERS, hereinafter called DUP.

1. City does hereby lease and demise unto DUP, the west front rooms of the Memorial Building located at 400 N. Main Street, for a term of four years from the 1st day of January, 2008, for the sum of ONE DOLLAR per year, and in further consideration of the covenants and agreements set forth herein. Unless terminated as set forth hereinafter, at the end of the initial term, this lease shall automatically be extended for an additional four year term.

2. The property described herein is leased to the said DUP for the use and benefit of DUP for the purpose of housing a pioneer museum owned and operated by DUP for the education and enjoyment of DUP and the public at large.

3. DUP shall have full powers of management and control of the premises herein leased, subject to the terms and conditions herein set forth. It is expressly agreed that the benefits and duties of this lease and agreement may not be assigned by DUP without the prior written approval of City.

4. In consideration of the lease and agreement herein contained, the City further agrees as follows:

(a) To keep the exterior and roof of said building in good repair and condition, keeping the same wind and water tight, including the repair of drains and repair of gas, water and sewer lines located outside the building, but not including the replacement of broken glass and outside windows.

(b) To furnish and pay all utilities (except telephone) in connection with the operation of said building.

(c) The maintenance to be performed by the City hereunder shall be performed in the manner and at the times the City, in its sole discretion, shall designate.

5. In consideration of the covenants and agreements herein set forth, DUP agrees as follows:

(a) To keep in good repair and condition the interior of the premises leased to them, including the repair of all exterior windows and glass.

(b) To perform all janitorial service connected with the operation of the museum.

(c) To keep the contents of the museum insured against loss by theft, fire, or other cause, or fully assume the risk of such loss and hold harmless City from such loss and indemnify City for any loss incurred, including attorney's fees incurred in defending such claims.

(d) In the event the building becomes unusable during the term hereof from earthquake, lightning, fire, bomb damage, flood, or depreciated condition, or from any cause whatsoever, City shall have no obligation to provide a replacement building.

6. City may terminate its rights and duties as herein set forth, thus terminating all force and effect of this lease, prior to the expiration of the term as set forth herein, in the following manner and upon the following conditions:

(a). The City shall serve written notice of intention to terminate upon DUP or their successors in interest, six (6) months prior to the effective date of the proposed termination.

7. Any notices to be given hereunder shall be sufficient if mailed by United States mail, postage prepaid as follows:

David Oyler
Spanish Fork City
Attn. City Manager
40 South Main
Spanish Fork, UT 84660

DUP
400 N. Main
Spanish Fork, UT 84660

The names of any new contact persons shall be noticed as set forth herein.

8. City and DUP agree that should they default in any of the covenants and agreements contained herein to pay all costs and expenses that may arise from enforcing this lease and agreement either by suit or otherwise, including a reasonable attorney's fee. Each further agrees that a breach of this agreement releases the other from any responsibility under the terms of this lease.

9. This writing constitutes the entire agreement between the parties. Any statement or understanding not explicitly set forth herein shall be null and void. All prior leases and amendments thereto are rescinded and merged into this document.

IN WITNESS WHEREOF, the parties hereto have signed their names this ____ day of July, 2008 at Spanish Fork, Utah.

DAUGHTERS OF THE UTAH PIONEERS By: SPANISH FORK CITY By:

NETELLA K. MONTAGUE

JOE L THOMAS, Mayor

ATTEST:

KIM ROBINSON, Recorder

**INTERLOCAL COOPERATION AGREEMENT FOR NPDES
PHASE II STORM WATER PUBLIC EDUCATION AND
OUTREACH BEST MANAGEMENT PRACTICE COMPLIANCE**

THIS AGREEMENT, is entered into this _____ day of _____, 2008, by and between PROVO, OREM, PLEASANT GROVE, AMERICAN FORK, SPRINGVILLE, SPANISH FORK, LEHI, PAYSON, UTAH COUNTY, LINDON, HIGHLAND, ALPINE, MAPLETON, SALEM, and CEDAR HILLS, political subdivisions of the State of Utah.

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; and

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

WHEREAS, the parties desire to establish a joint undertaking to comply with National Pollution Discharge Elimination System (NPDES) Phase II Storm Water Permit Coverage;

NOW, THEREFORE, the parties do mutually agree as follows:

Section 1. EFFECTIVE DATE; DURATION

This Interlocal Cooperation Agreement (hereinafter Agreement) shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution thereof, by the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until

December 31, 2013. This Agreement shall not become effective until it has been approved by all parties and reviewed as to proper form and compliance with applicable law by the attorney authorized to represent each of the parties hereto. Prior to becoming effective, this Agreement shall be filed with the official keeper of 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 Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, UTAH COUNTY shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by all parties to this Agreement, at reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Interlocal Agreement during this joint undertaking.

Section 3. PURPOSES

This Agreement has been established and entered into between the parties, for the purpose of a joint undertaking to comply with NPDES Phase II Storm Water Permit Public Education and Outreach Best Management Practices.

Section 4. MANNER OF FINANCING

The parties agree that they shall provide the following resources and/or assistance for this joint undertaking:

- a. COUNTY shall act as the administrator of this Agreement, pursuant to the terms of Section 2 hereof, and shall :

1. Schedule and conduct Utah County Storm Water Coalition meetings which are necessary to correlate activities, set proposed budgets, and provide training opportunities.
2. Provide information regarding best management practices for preventing storm water pollution that can be placed in a newsletter or other form of communication as determined by each member agency to be distributed to the public as each agency deems appropriate.
3. Maintain a contract with an approved Storm Water Educational Instructor, ensure proper teaching material is being presented, maintain a master list of approved schools to be given to the Storm Water Educational Instructor, and provide each member agency a list of schools visited, the dates of all visits, an estimated number of attending students, and the number of classes taught.
4. Become a central warehouse for storm water educational materials and provide on demand an accounting of materials available for distribution. These materials could include informational pamphlets, activity books, pencils, note pads, magnets, videos, etc.
5. Maintain storage of display information for booths to be used for city and county activities and other events.
6. Provide, maintain, and promote an information system to the public for the disposal of household materials and chemicals to include internet and phone services. Citizens will be able to call a local, countywide phone number or access a website where gathered information for disposal sites will be distributed.

- b. Each party to this agreement will pay to Utah County within 30 days of the effective date of this Agreement, and annually thereafter, the sums listed in Exhibit A to this Agreement, said sums to be used solely for the NPDES Storm Water Phase II Public Education and Outreach Best Management Practices. The contributions to this Agreement will be made by the parties based on a combination of the percentage of the party's total population to the total population of the County as determined by the most recent Mountainland Association of Government figures and the percentage of the party's total number of schools to the total school count as submitted by the member agencies.

Section 5. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement with the approval of all other parties. This Agreement may not be terminated in any event, if termination would cause a violation of the parties' NPDES Storm Water Permit.

Section 6. INDEMNIFICATION

The parties to this Agreement are public entities. Each party agrees to indemnify and save harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement.

Section 7. ADDITION OF OTHER MEMBERS

Other entities may become parties to this Agreement, by executing an Addendum to this Agreement. In order for an entity to be added to this Agreement by Addendum, the Addendum must be approved by the governing body of the entity to be added and the Addendum must be reviewed

for proper form and compliance with applicable law by the attorney for the entity to be added. Prior to becoming effective, this Agreement and any Addendum shall be filed with the official keeper of records of the entity being added to this Agreement.

Section 8. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Agreement shall be filed with the official keeper of records of all parties to this Agreement and shall remain on file for public inspection during the term of this Agreement.

Section 9. ADOPTION REQUIREMENTS

This Agreement shall be (a) approved by the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5(3), Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 10. LAWFUL AGREEMENT

The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

Section 11. AMENDMENTS

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5(3), 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 Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this 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 Agreement unenforceable.

Section 13. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

Section 14. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 15. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties' recorder or clerk/auditor as the case may be; or at such other addresses as may be designated by notice given hereunder.

Section 16. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without

the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 17. GOVERNING LAW

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

Section 18. ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

Section 19. COUNTERPARTS

This Agreement may be executed in one or more counterparts all of which together shall be considered one agreement.

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

UTAH COUNTY

Authorized and passed on the _____ day of _____, 2008.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
GARY ANDERSON, Chairman

ATTEST: Bryan Thompson
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:
Jeffrey R. Buhman

By: _____
Deputy Utah County Attorney

PROVO CITY STORM WATER SERVICE DISTRICT

TITLE

ATTEST: _____
RECORDER FOR DISTRICT

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR DISTRICT

CITY OF OREM

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF PLEASANT GROVE

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF AMERICAN FORK

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF SPRINGVILLE

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF SPANISH FORK

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF LEHI

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF PAYSON

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF LINDON

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF HIGHLAND

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF ALPINE

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF MAPLETON

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF SALEM

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF CEDAR HILLS

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

STORM WATER COALITION

MEMBER AGENCY ANNUAL FEE SCHEDULE

CITY	2006 POPULATION COUNT PROPOSAL		SCHOOL COUNT PROPOSAL PLUS POPULATION	
	%	\$	%	\$
PROVO	116217	26.81%	16	17.20%
OREM	90857	20.96%	18	19.35%
PLEASANT GROVE	30729	7.09%	6	6.45%
AMERICAN FORK	25596	5.90%	7	7.53%
SPRINGVILLE	25998	6.00%	7	7.53%
SPANISH FORK	27717	6.39%	9	9.68%
LEHI	36021	8.31%	8	8.60%
PAYSON	16748	3.86%	5	5.38%
COUNTY	9581	2.21%		
LINDON	9758	2.25%	3	3.23%
HIGHLAND	13889	3.20%	3	3.23%
ALPINE	9204	2.12%	3	3.23%
MAPLETON	7157	1.65%	2	2.15%
SALEM	5632	1.30%	3	3.23%
CEDAR HILLS	8410	1.94%	3	3.23%
TOTAL	433514	100.00%	93	100.00%
		\$11,715		\$38,285
				\$11,715
				\$50,000



**MEMO
SPANISH FORK CITY
PUBLIC WORKS DEPARTMENT**

DATE: June 24, 2008

TO: Mayor Thomas and City Council

FROM: Richard J. Nielson, Assistant Public Works Director

RE: Cooperative Agreement for Corridor Preservation along US-6

The Utah Department of Transportation has requested that Spanish Fork City enter into a cooperative agreement to preserve the US-6 corridor. This agreement identifies existing and proposed signal locations along US-6 and specifies the spacing of intersections, both signalized and non-signalized. This agreement is consistent with the City's plans for improvements along the US-6 corridor and does not adversely affect the City. I would recommend that the City Council approve this agreement.

COOPERATIVE AGREEMENT

This **COOPERATIVE AGREEMENT** is made and entered into this _____ day of _____, 2008, by and between the **UTAH DEPARTMENT OF TRANSPORTATION (UDOT)**, and **SPANISH FORK CITY (CITY)**, a Municipal Corporation of the State of Utah, with its principal address at 40 South Main Street, P.O. Box 358, Spanish Fork, Utah 84660.

WITNESSETH:

WHEREAS, the parties hereto desire to establish and preserve a corridor along US-6 from Chappel Drive to US-89 in Spanish Fork City, Utah County to facilitate the safe and efficient movement of traffic, to be in accordance with the **CITY's** current transportation master plan, and to be in accordance with **UDOT's** Access Management Standards and practices. The parties hereto desire to limit and regulate the number and location of accesses and streets intersecting with US-6 in order to facilitate optimum traffic flow,

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

1. The following locations are identified as existing, warranted, or proposed traffic signal installations along US-6:

- | | | |
|----|--------------------|--|
| A. | Chappel Drive | (Existing) |
| B. | Expressway Lane | (Existing) |
| C. | Center Street | (Existing) |
| D. | 2550 East | (Existing) |
| E. | 2000 East | (Proposed) |
| F. | SR-198/Canyon Road | (Existing, possible future relocation) |
| G. | Powerhouse Road | (Proposed) |
| H. | US-89 | (Proposed) |

2. Additional traffic signals along US-6 may be considered on an individual basis when warranted by **UDOT**. It is understood that a new intersection at 700 East will not be signalized. It is also understood that it may be necessary to restrict certain types of traffic movements at any intersection or access in order to maintain traffic flow and improve safety through the corridor as agreed upon by the parties hereto.



3. The current **UDOT** Highway Access Management Standards Category for the length of US-6 in this agreement is '3' from Interstate 15 to the Provo/Orem Urbanized Area Boundary near the mouth of Spanish Fork Canyon. Category '3' means minimum traffic signal spacing of 2640 feet and no unsignalized access permitted except by variance. It also means minimum interchange to crossroad access spacing is 1320 feet to first right-in/right-out, 1320 feet to first intersection, and 1320 feet from last right-in/right-out. Both parties will strive to maintain access spacing according to the current Access Management Standards. Reasonable exceptions may be reviewed by both agencies and variances may be granted as needed.

4. Segments of the highway which are currently designated as No Access, Limited Access, or Regular Right-of-Way are unchanged by this Agreement.

5. The parties hereto shall consider the concepts contained herein in the development of any master plans in this area and shall work towards the common goal of this Agreement.

Corridor Preservation along US-6 from
Interstate 15 to US-89
SPANISH FORK CITY CORP.
Federal ID No. 876000284

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

ATTEST:

SPANISH FORK CITY CORP., a
Municipal Corporation of the State of Utah

Title _____
Date: _____

By _____
Title _____
Date: _____

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

Utilities/Railroad Coordinator
Date: _____

By _____
Region Director
Date: _____

APPROVED AS TO FORM:

COMPTROLLER OFFICE

The Utah State Attorney General's
Office has previously approved all
paragraphs in this Agreement as to
form.

By _____
Contract Administrator
Date: _____

Memo

To: Mayor & City Council
From: Richard Heap, Public Works Director/City Engineer
Date: June 30, 2008
Re: 1000 North, 600 East and Chappel Drive Utility Project

Staff Report

The City recently bid out some water line replacement with the North Park Development along 1000 North, 600 East, across U.S. 6 and Chappel Drive. Originally UDOT indicated they would allow us to open cut a trench across U.S. 6. As final plans came through for the North Park Development UDOT decided we would need to jack and bore the casing across U.S. 6 instead. Boring a casing under the highway is much more expensive then open trenching.

Also, as construction has commenced along 1000 North we have learned that the existing 6 inch water main from 200 East to 500 East only has 30 inches of cover. This water line was installed before 1000 North was first constructed. Up until now it has been outside of the traffic lanes but will now be underneath traffic causing concerns about freezing.

Our water model indicates that the 6 inch line in 1000 North will provide adequate fire flow but increasing the size of the line to our now minimum size of 8 inches will provide much better fire protection.

The bid to jack and bore the casing across U.S. 6 and add the 3 blocks of water main replacement, along with the original water main replacement project came in at \$380,726. We bid this out with the North Park developers so the same contractor could do all of their work and our work in the road section. Our original budget for the project was \$245,000.

We believe that with left over water capital project funds from fiscal year 2008 and fiscal year 2009 we will be able to cover this additional cost. We may also have to postpone a block or two of water main replacement until FY2010. With this in mind we recommend that the City Council award Sunroc the contract to construct the water mains in 1000 North, 600 East, across U.S. 6 and on Chappel Drive for the amount of \$380,726.



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 July 1, 2008.**

AGENDA ITEMS:

1. CALL TO ORDER:

2. MINUTES:

a. June 17, 2008

3. NEW BUSINESS:

a. Approval of ADL with Wasatch Wind Park 2

b. Resolution to Adopt Interlocal Agreement with Utah County

ADJOURN:

* Supporting documentation is available on the City's website 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 Redevelopment Agency Meeting
June 17, 2008

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

Staff Present: John Bowcut, Dave Oyler, Seth Perrins, Dave Anderson, Dee Rosenbaum, Richard Heap, Junior Baker, Kent Clark, Kimberly Robinson

Citizens Present: Joel Harris, Grant Jackson, Jayson Buhler, Linda Connell, Kathy Anderson, Joey, Donovan Bagshaw, Lana Creer Harris, Jen Allen, Wayne Niederhauser, Burt *Illegible*

CALL TO ORDER:

Councilman Leifson made a **Motion** to adjourn to the Redevelopment Agency Meeting. Councilman Nielson **Seconded** and the motion **Passed** all in favor at 7:58 p.m.

Minutes – June 3, 2008

Mr. Leifson made a **Motion** to approve the minutes of June 3, 2008. Mr. Andersen **Seconded** and the motion **Passed** all in favor.

Budget FY 2009

Mr. Clark explained the main changes are the bond proceeds running through the RDA for North Park road improvements. He then reviewed the different RDA's the city currently has.

Mr. Andersen made a **Motion** to adopt the FY 2009 RDA budget. Mr. Leifson **Seconded** and the motion passed all in favor.

ADJOURN:

Councilman Leifson made a **Motion** to adjourn back to the regular meeting. Councilman Andersen **Seconded** and the motion **Passed** all in favor at 8:03 p.m.

ADOPTED:

Kimberly Robinson, City Recorder

3.4 Restriction Against Parcel Splitting

During the period ending December 31, 2018 the Developer shall not, without the prior written approval of the City and the Agency: (a) record a subdivision or convey the Site, or a portion of the Site, or any real property acquired by the Developer within the Project Area, in such a way that a lot or parcel of real property would extend outside the Project Area boundary; (b) construct or allow to be constructed any building or structure on the Site, or on any portion of the Project Area, in such a way that the building or structure would extend outside the Project Area boundary. The Developer understands that the purpose and intent of this prohibition is to avoid the “splitting” of any parcels of real property within the Project Area or the “joining” of any parcels of real property within the Project Area with those outside the Project Area, or construction of buildings, in such a way that the County Assessor or County Auditor could no longer identify, by distinct parcels, the periphery boundaries of the Project Area described in the Community Development Plan, or the buildings or structures included within the Project Area, and would be required to “apportion” tax increment monies between a parcel of real property, or a building or structure, located in part within the Project Area and located in part outside the Project Area. The Developer understands the importance of honoring the Project Area boundaries and agrees to take no action in the construction of buildings or structures or in the conveyance of real property located within the Site or the Project Area that would result in the “splitting” or “joining” of a parcel of real property or the improvements thereon, or would make it difficult for the County Assessor or County Auditor to calculate the amount of tax increment for the Project Area. Developer is not responsible for actions of its landlords or other entities from which it acquired its interests in the Site.

3.5 Annexation and Disconnection

The Developer agrees that, during the period ending December 31, 2030 it will not remove, disconnect, annex or incorporate, or cooperate with any person, group, or municipality in any effort to remove, disconnect, annex or incorporate, the Site or any portion thereof or of the Project Area in such manner that any portion of the Site or Project Area would no longer be part of the incorporated area of the City. The Developer further agrees that it will use its best efforts to resist any efforts to remove, disconnect, annex or incorporate the Site or the Project Area, in whole or in part, from the incorporated area of the City by any existing or future municipality or county so long as the Agency has any outstanding obligation to pay any tax increment from the Project Area to the Developer or any other party. In the event the Site or Project Area is removed, disconnected, annexed or incorporated in whole or in part from the City by any existing or future local municipality or county, the Agency’s right to receive tax increment from the Site may cease. In such case, the Agency’s obligation to pay the Tax Increment Subsidy to the Developer shall immediately and automatically cease and terminate. Developer is not responsible for actions of its landlords or other entities from which it acquired its interests in the Site

3.6 Payment of Taxes And Assessments

diligently the construction and installation of the Improvements and related needed improvements to completion, and complete the construction and installation of the Improvements and related needed improvements, on or before the date for such completion set forth in this Agreement (including Attachments).

FOURTH: Prior to the completion of the Improvements and the related needed improvements, the Developer shall have no power to convey any of its interest in the Site, or any part thereof, without the prior written consent of the Agency. The Developer may, however, convey an interest in the Site, or any part thereof, prior to the completion of the Improvements, to: (1) a mortgagee or trustee under a mortgage or deed of trust permitted by this Agreement to obtain funds necessary to construct and install the Improvements or to secure a Permitted Financing; or (2) as security for obtaining a Permitted Financing for the purposes of construction and installation of certain buildings, structures, or other Improvements; or (3) a new proposed developer pursuant to a development contract containing the applicable terms and conditions of this Agreement binding upon the new proposed developer, and in conformance with and subject to the approval of the Agency as provided for in this Agreement; or (4) as authorized in Section 7.2.

Until the Improvements are completed, the Developer shall obtain the written consent of the Agency before conveying any interest in the Site, or any part thereof except as permitted in Fourth above. As a condition of granting such written consent, the Agency may require that any proposed transferee who wishes to purchase all or part of any interest in the Site prior to the completion of the Improvements enter into a written agreement with the Agency to assume the obligations of the Developer under this Agreement and become a developer of all or part of the Improvements described on Attachment No. 1, and to be bound by the terms of this Agreement and to become the successor in interest to the Developer under this Agreement with respect to such parcel.

FIFTH: Not discriminate against any person or group on any unlawful basis in the sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Site or any improvements erected or to be erected thereon, or any part thereof.

6.2 Enforcement of Covenants

(A) It is intended and agreed that the agreements and covenants provided in this Article 6 shall be covenants running with the land and without regard to technical classification or designation, legal or otherwise, be to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the Agency against the Developer, its successors and assigns, to or of the Site or any part thereof or any interest therein, and any party in possession or occupancy of the Site or any part thereof. The Parties agree that the Agency shall be deemed a beneficiary of the agreements and covenants provided in Section 6.1 of this Article, both for and in its own right and also for the purposes of protecting the interest of the community and other parties, public or private, in whose favor or for whose benefit these agreements and covenants have been provided.

RDA RESOLUTION NO. 08-01

ROLL CALL

VOTING	YES	NO
CHAIRMAN JOE L THOMAS <i>(votes only in case of tie)</i>		
G. WAYNE ANDERSEN <i>Boardmember</i>		
Rod Dart <i>Boardmember</i>		
STEVE LEIFSON <i>Boardmember</i>		
Richard M. Davis <i>Boardmember</i>		
Jens P. Nielson <i>Boardmember</i>		

I MOVE this resolution be adopted: _____

I SECOND the foregoing motion: _____

RDA RESOLUTION NO. 08-01

RESOLUTION OF THE GOVERNING BOARD OF THE REDEVELOPMENT AGENCY OF SPANISH FORK APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF SPANISH FORK AND UTAH COUNTY

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

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

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

1. The attached Interlocal Agreement between the Agency and the Taxing Entity is hereby approved and shall be executed by the Agency by signature of the appropriate person(s); and
2. The Interlocal Agreement shall be effective immediately upon execution and shall have an effective date of the later of February 5, 2008 or the day after the date of the adoption by the Agency of the Wasatch Wind Community Development Project Area Plan; and
3. Pursuant Section 11-13-202.5, Utah Code Annotated, 1953 as amended, said Interlocal Agreement shall be submitted to legal counsel of the Agency for review and signature indicating approval as to proper form and compliance with applicable law; and
3. Pursuant to Section 11-13-209, Utah Code Annotated, 1953 as amended, a duly executed original counterpart of said Interlocal Agreement shall be filed immediately with the Spanish Fork Recorder, the keeper of records of the Agency; and
4. Pursuant to Section 11-13-219(3)(c)(ii), Utah Code Annotated, 1953 as amended, this Resolution and the Interlocal Agreement shall be available at the principal place of business of the Agency, located at 40 South Main Street, Spanish Fork, Utah, during regular business hours for 30 days after the publication of the notice, if any, of this Resolution and/or the Interlocal Agreement pursuant to Section 11-13-219.
5. This Resolution shall become effective immediately.

ADOPTED by the governing board of the REDEVELOPMENT AGENCY OF SPANISH FORK this 1st day of July, 2008.

REDEVELOPMENT AGENCY OF
SPANISH FORK

Joe L Thomas, Chairperson

ATTEST:

David A. Oyler, Executive Director