



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 April 7, 2009.**

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 HEARING:

- a. *Gateway Commerce Park Preliminary Plat Approval
- b. *Jim Biesinger Zone Change
- c. *Ronald Dallin Zone Change

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 – February 17, 2009; March 3, 2009; March 12, 2009
- b. * Canal Companies Strawberry Water Delivery Contracts
- c. * Carnival Contract
- d. * Ad Insertion Contract – SFCN
- e. * Interlocal Agreement, 2009 Justice Assistance Grant (JAG)

6. NEW BUSINESS:

- a. APPA Report from Matt Barber
- b. * Arbor Day Resolution
- c. Water Slide at Swimming Pool Refurbishing
- d. * Custodial Contract Public Safety Building
- e. * Pressurized Irrigation Service Ordinance
- f. * Extension of Time to Complete River Cove Plat "E" Development
- g. * Amherst Meadows Preliminary Plat Approval
- h. * Christensen Annexation Denial
- i. Resolution Authorizing Condemnation of Easement
- j. Appointments to Boards and Committees

7. ADJOURN TO RDA MEETING:

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.
- This agenda is also available on the City's webpage at www.spanishfork.org

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.



REPORT TO THE CITY COUNCIL GATEWAY COMMERCE PARK PRELIMINARY PLAT AMENDMENT

Agenda Date: April 7, 2009

Staff Contacts: Dave Anderson, Planning Director

Reviewed By: Development Review Committee, Planning Commission

Request: The applicant, SF North Land LLC, is requesting to have the Gateway Commerce Park subdivision plat amended to allow for the creation of one additional lot.

Zoning: Industrial 1

General Plan: Light Industrial

Project Size: approximately 5 acres

Number of lots: 2

Location: Approximately 3400 North Main Street

Background Discussion

The Gateway Commerce Park subdivision was approved a number of years ago and is currently home to a number of businesses. Sometime over the course of the past two years, one of the lots in the subdivision was divided without having the subdivision approved by the City.

Approving this Plat, the Gateway Commerce Park Plat E, would create two legal lots and would allow for the development of the property identified as Lot 2 on this plat.

Planning Commission

Gateway Commerce Preliminary Plat

Applicant: SF North Land LLC

General Plan: Light Industrial

Zoning: Industrial 1

Location: approximately 3400 North Main

Commissioner Lewis made a **motion** to move into the public hearing portion of the meeting. Chairman Robins **seconded** and the motion **passed** unanimously.

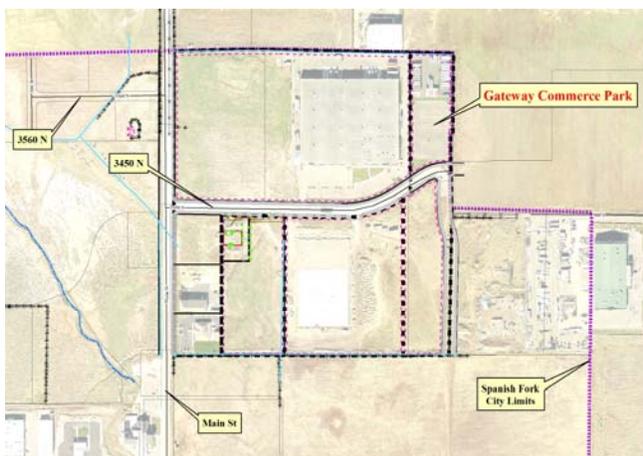
Mr. Anderson reviewed the background of the proposal. He said the applicants are applying to amend the Preliminary Plat to allow for a creation of two separate lots. The outstanding issues are found on page two of the staff report.

Chairman Robins invited public comment.

There were no comments.

Commissioner Huff made a **motion** to recommend approval of the Gateway Commerce Park Preliminary Plat subject to the following conditions:

1. That the applicant meets all of the City's construction and development standards.
2. That the applicant submits an amended Site Plan that identifies the necessary improvements.



3. That the applicant makes all improvements within 30 days except the landscaping; which will need to be done by June 1, 2009.
4. That all corrections identified on the City's redlines be complete before this Plat is presented to the City Council for approval.

Commissioner Lewis **seconded** and the motion **passed** unanimously. A roll call vote confirmed the unanimous vote.

Development Review Committee

The Development Review Committee reviewed this plat in their February 25, 2009 meeting and recommended that it be approved. Draft Minutes from that meeting read as follows:

Gateway Commerce

Applicant: SF North Land LLC
 General Plan: Light Industrial
 Zoning: Industrial 1
 Location: approximately 3400 North Main

Mr. Anderson explained the background of the proposal.

Mr. Baker asked about the building that was included in the project and asked what the history was.

Mr. Gordy Jones explained that he owned the parcel and split it off on a metes and bounds description for loan purposes. He said he was in the process of selling the portion that is separate from the structure and realized that they needed to legally subdivide the parcel.

Discussion was held regarding utilities. Mr. Jones said he would finish the items that were left his punchlist but explained that he felt the street lights should be installed when the adjacent lot is developed.

Mr. Anderson expressed concern as to whether or not the improvements would get installed if the buyer of the property chose not to submit a proposal and construct something in the immediate future.

Discussion was held regarding a deadline for the improvements (June 1, 2009), water service, whether or not pressurized irrigation needed to be stubbed in and a utility easement.

Marlo Smith explained she had spoken with Mr. Heap and felt that Mr. Heap wanted the power to be addressed and put in as soon as possible.

Discussion was held regarding the power and how to get utilities to the separate lots and whether or not power service should be installed as was approved in 2007.

Shawn Jorgenson asked about water retention and how the applicant would keep water from draining on adjacent parcels since there was not curb and gutter.

Discussion was held regarding amending the site plan.

Mr. Baker **moved** to recommend **approval** of the Gateway Commerce Preliminary Plat for SF North Land LLC located at approximately 3400 North Main subject to the following conditions:

Conditions

1. That the applicant meet all of the City's construction and development standards.
2. That the applicant submit an amended Site Plan that identifies the necessary improvements.
3. That the applicant make all improvements within 30 days except the landscaping; which will need to be done by June 1, 2009.
4. That all corrections identified on the City's redlines be complete before this Plat is presented to the City Council for approval.

Budgetary Impact:

There is no significant budgetary impact anticipated with the proposed Preliminary Plat.

Recommendation:

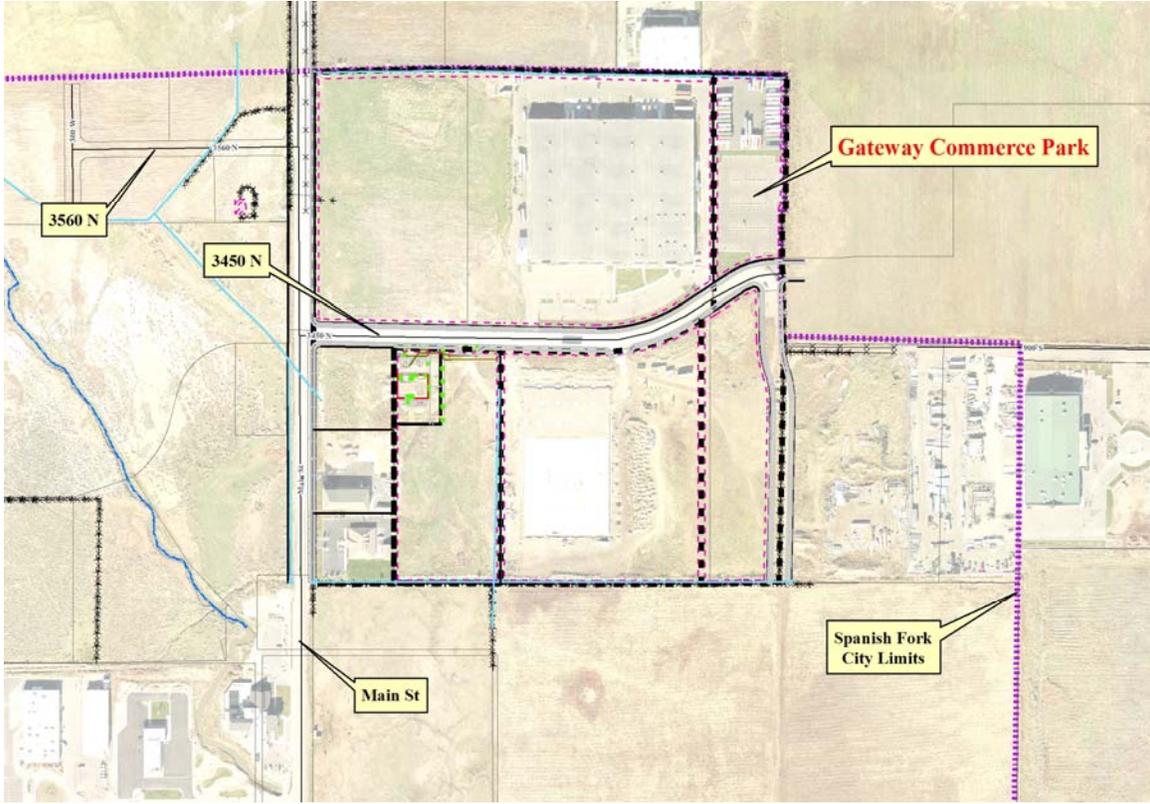
Staff recommends that the Gateway Commerce Park be approved based on the following findings and subject to the following conditions:

Finding

1. That the proposed subdivision meets zoning requirements.

Conditions

1. That the applicant meet all of the City's construction and development standards.
2. That the applicant make all improvements within 30 days except the landscaping; which will need to be done by June 1, 2009.





REPORT TO THE CITY COUNCIL

JIM BIESINGER ZONE CHANGE

Agenda Date: April 7, 2009

Staff Contacts: Dave Anderson, Planning Director

Reviewed By: Development Review Committee, Planning Commission

Request: The applicant, Jim Biesinger is requesting a Zone Change to change the zoning of two parcels. The properties are currently zoned R-1-6 and Rural Residential. The proposed change would result in a rearrangement of the existing zones rather than the introduction of a new zoning district.

Zoning: R-1-6 and Rural Residential existing, R-1-6 and Rural Residential proposed

General Plan: Residential 5.5 to 8 units per acre

Project Size: approximately 8 acres

Number of lots: not applicable

Location: approximately 800 North 1200 East

Background Discussion

The subject property is currently zoned R-1-6 and Rural Residential. In essence, the applicant has requested that the zoning be changed so as to adjust the boundary that defines the current zoning districts.

The proposed change would result in the majority of the property's zoning being changed from R-1-6 to Rural Residential. Staff understands that the applicant would like to have the zoning changed so as to accommodate additional agricultural uses on the subject property.

While the proposed change is somewhat out or the norm, staff sees no problem in granting the requested change.

The Planning Commission reviewed this request in their April 1, 2009 and recommended that it be approved.

Development Review Committee

The Development Review Committee reviewed this request in their March 11, 2009 meeting and recommended that it be approved. Minutes from that meeting read as follows:

Jim Biesinger

Applicant: Jim Biesinger

General Plan: 5.5 to 8 units per acre existing, 5.5 to 8 units per acre/1 unit per 1 acre proposed

Zoning: R-1-6 existing, Rural Residential proposed

Location: 800 North 1200 East

**Shawn Jorgensen arrived 10:25 a.m.*

Mr. Anderson explained the Zone Change boundary and asked Mr. Biesinger to verify the boundary. Mr. Anderson explained that the proposal was to change the R-1-6 to Rural Residential and that he supported the change.

Mr. Biesinger said he had tried to develop a portion of his property several times but due to wetlands and access concerns it was not feasible to do anything. He explained his reason for the



one change to agriculture. He expressed interest in putting in wholesale greenhouses.

Discussion was held regarding permitted uses, greenhouses, acreage, zoning and a subdivision waiver.

Mr. Baker moved to recommend approval of changing the R-1-6 zone to Rural Residential (R-R) and the Modi property zoned to R-1-6. Mr. Banks seconded and the motion passed all in favor.

Budgetary Impact

There is no immediate budgetary impact anticipated with the proposed Zone Change.

Recommendation

Staff recommends that the proposed Zone Change be approved.





REPORT TO THE CITY COUNCIL

RONALD DALLIN ZONE CHANGE

Agenda Date: April 7, 2009

Staff Contacts: Dave Anderson, Planning Director

Reviewed By: Development Review Committee, Planning Commission

Request: The applicant, Ronald Dallin, is requesting that the zoning of a parcel be changed from R-1-6 to Commercial 2.

Zoning: R-1-6 existing, Commercial 2 requested

General Plan: General Commercial

Project Size: Approximately 4 Acres

Number of lots: N/A

Location: 800 North 700 East

Background Discussion

This proposed Zone Change includes not only the property that Ronald Dallin initially proposed to include but also several adjacent properties. The Planning Commission proposed that the scope of the change be expanded during the first of two public hearings that the Commission held in their review of this request.

The expanded proposal was reviewed in the second public hearing held by the Planning Commission. In that hearing, several of the included property owners expressed their support for the change; no property owners expressed a desire to have their zoning remain R-1-6.

Aside from the boundaries of the proposed change, the change is very uneventful. The included properties have all been General Planned as General Commercial for a number of years. The Commercial 2 zoning is consistent with that General Plan designation. So long as the included property owners consent to having their zoning changed, staff has no concerns recommending that the zoning be changed at this time.

Relative to Mr. Dallin's motivation for initiating this change, staff is unaware of any specific plans that Mr. Dallin has at this time. There has been no discussion with Mr. Dallin concept plans or other indicators of his specific plans for the use of his property.

Development Review Committee

The Development Review Committee reviewed this request in their February 25, 2009 meeting and recommended that it be approved. Minutes from that meeting read as follows:

Ronald Dallin

Applicant: Ronald Dallin
General Plan: General Commercial
Zoning: R-1-6 existing, Commercial 2 requested
Location: Approximately 700 East 800 North

Mr. Anderson explained that the DRC had recommended that Mr. Dallin's original proposal be approved and that the Planning Commission had expanded the area covered by the proposed



Zone Change. Mr. Baker asked if there were any property owners opposed and Mr. Anderson answered that he believes so. Mr. Baker said that he did not think it would be a good idea to approve it unless all property owners agreed. He also said that it should only happen if the Zone Change would be contiguous.

Mr. Baker made a **motion** to recommend **approval** of just the Ron Dallin parcel unless the adjacent property owners to the existing C-2 zone along 800 North or 700 East also requested their property to be included. Mr. Anderson **seconded** and the motion **passed** all in favor.

Planning Commission

Ronald Dallin Zone Change

Applicant: Ronald Dallin

General Plan: General Commercial

Zoning: R-1-6 existing, Commercial 2 proposed

Location: 700 East 900 North

Mr. Anderson discussed that after last month's Planning Commission meeting this item was continued with the direction to staff to expand the scope of the Zone Change by providing legal notice to the requisite property owners. The letters were sent to the neighbors included in the Zone Change area. Staff is recommending that the Zone Change only include the properties where the property owner has expressly requested to be included in the Zone Change.

Chairman Robins invited public comment.

Christina Dever

Ms. Dever stated that she is wondering what the Zone Change will mean for their home. Will they no longer be able to reside in their home and would they have to sell to a business?

Mr. Anderson stated that changing the zoning to commercial will not impede any property owners with dwellings to continue to use those homes as they are being used now for as long as they want to. This would restrict certain changes to the homes or property. Mr. Anderson discussed that the footprint of the home could not be changed but remodeling the interior structure would still be allowed. He also stated that it could not be changed into a duplex or an apartment could not be added. The homes would be considered legal non-conforming in the C-2 zone.

Ms Dever asked what the owner of the adjacent property planned to do, such as develop soon or just change the zone for future.

Mr. Anderson said the area to the North that is already zoned C-2 has an approved site plan. Mr. Anderson said he is not aware of a concept plan or any immediate plans that Ron Dallin has for his property.

Ms. Dever stated she is okay with the rezone as long as she is allowed to choose when they want to move away.

Jerry Christensen

Mr. Christensen said he lives on 800 North in the middle of the block. His concern was if his property is not rezoned commercial he didn't feel the resale value of his property would be there if a commercial business was in his back yard.

Joseph Brierly

Mr. Brierly said he has considered the rezone and has no concerns.

Commissioner Stroud asked if the property owner next to Gold's Gym was in favor of the rezone.

Mr. Anderson concurred.

The Jarvis' were asked if they were in support of the rezone.

Mr. Jarvis asked if the rezone would have any effect on the value of the property if they were to refinance.

Mr. Nord said from a legal standpoint it would not affect the title. But he wasn't sure of affecting the value negatively.

Mr. Jarvis said when the basement was done there is one room that wasn't dug out. He asked if this room could be dug out in the future.

The Commission agreed that this would be part of the existing footprint and would be allowed.

Chairman Robins asked for any comments from the Commissioners.

Commissioner Huff asked if all the surrounding area was zoned commercial.

Mr. Anderson concurred.

Commissioner Huff made a **motion** to recommend approval of the Ronal Dallin Zone Change to change the parcel zoning to C-2 and all included properties. Commissioner Lewis **seconded** and the motion **passed** unanimously. A roll call vote confirmed the unanimous motion.

Budgetary Impact

There is no immediate budgetary impact anticipated with the proposed Zone Change. However, this change must be approved prior to the commercial development of this property. Having the property develop commercially would likely have a positive impact on the City's budget.

Recommendation

Staff recommends that the zoning of Mr. Dallin's parcel be changed to C-2 and that the zoning of the other included parcels be changed if the owners of contiguous property expressly request to have their zoning changed.



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**Tentative Minutes
Spanish Fork City Council Meeting
February 17, 2009**

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

8 Staff Present: David Oyler, City Manager; Seth Perrins, Assistant City Manager; Junior
9 Baker, City Attorney; Richard Heap, Public Works Director; Kent Clark, Finance
10 Director; Dave Anderson, Planning Director; Dee Rosenbaum, Public Safety Director;
11 Chris Thompson, Assistant Public Works Director; Kimberly Robinson, City Recorder

13 Citizens Present: Bob Mason, Melanie Hunter, Adam Hunter, Elvera Sargent, Sydney
14 Sargent, Barbara Olsen, Byron Betts, Jan Betts, Gerald Hansen, Clayton Weaver,
15 Wendy Johnston, Carl Johnston, A.L. Abbott, Louise Abbott, Mark Dallin, David
16 Livingston, Spencer Larsen, Brandon Bates, Dylan Hunter, Adam Wakeland, Jen Allen,
17 Lana Creer Harris

19 **CALL TO ORDER, PLEDGE:**

21 Mayor Pro Tem Andersen called the meeting to order at 6:00 p.m.

23 Brandon Bates led in the pledge of allegiance.

25 **PUBLIC COMMENTS:**

27 Mr. Anderson explained they were informed today that Benjamin has filed for
28 incorporation. He noted there is a public hearing scheduled for tomorrow night for those
29 interested.

31 **COUNCIL COMMENTS:**

33 Councilman Davis said Fiesta Days is moving along and will run July 17th – the 25th this
34 year.

36 Councilman Leifson thanked the senior citizens for inviting them to the valentines
37 dance. He wanted to let them know how much they appreciate it and added they are
38 doing a fine job. He thanked Dave Oyler for speaking to the rotary club today. He also
39 attended an SUVP training meeting where they talked about upgrading the electrical
40 lines, substations, safety procedures etc. This is a great thing we are involved in and it
41 helps the neighboring cities to work together so we can get the best services.

43 Councilman Dart encouraged everyone to take advantage of the programs at the library,
44 and to check the city's website to see all that is going on. He thanked the senior citizens
45 and the youth council for the valentines dinner dance.

47 Councilman Andersen noted there is currently legislation being pushed nationally that
48 would prohibit the transport of horses in double deck trailers. He noted this will affect
49 several industries such as the rodeo and will make the cost of the stock contractors
50 more than double. He stated with these rules it will not help the horses, they are being

51 turned out into the wild and starving to death in the name of being humane. He is
52 concerned about the affect on the land with over grazing. He feels that citizens of
53 Spanish Fork and Utah value animals, enjoy the entertaining of the rodeos; and if they
54 have an opinion it will not hurt to contact your representative about this matter.

55
56 **PUBLIC HEARING:**

57
58 Councilman Davis Made a **Motion** to open the public hearing for the Jason Campbell
59 zone change at 6:08 p.m. Councilman Leifson **Seconded** and the motion **Passed** all in
60 favor.

61
62 **Jason Campbell – Zone Change**

63
64 Mr. Anderson explained the proposal changing the zoning from Industrial. Based on the
65 zoning being completely consistent the DRC and Planning Commission recommend
66 approval of the zone change.

67
68 This item was opened for public comment.

69
70 C.L. Abbott

71 Mr. Abbott asked that the city require dust control for the project. He also asked if it
72 includes a city sewer system.

73
74 Mr. Anderson stated there would be construction standards required and that sewer
75 would be provided to the property.

76
77 Mr. Abbott asked if the sewer could be made available to his property as well.

78
79 Mr. Anderson stated he cannot speak for certain, but it would make sewer more
80 available in that area.

81
82 Mr. Abbott is in favor of the project he would rather have it there instead of an industrial
83 park.

84
85 Bob Mason

86 Mr. Mason is the Engineer responsible for the project and is here to answer any
87 questions. He stated they will try to accommodate the neighbors depending on the
88 drainage etc. for the site. He added the soils report is the next step. He also noted they
89 will probably phase this due to market conditions and it could be a while before they get
90 to the south end of the project.

91
92 Councilman Nielson made a **Motion** to move out of the Public Hearing. Councilman
93 Davis **Seconded** and the motion **Passed** all in favor at 6:19 p.m.

94
95 Councilman Davis made a **Motion** to approve the Jason Campbell Zone Change from I-
96 2 to R-1-12 in accordance with the map provided by Mr. Campbell. Councilman Leifson
97 **Seconded** and the motion **Passed** all in favor.

98

99 Councilman Leifson made a **Motion** to open the Public Hearing for the Mark Dallin Zone
100 Change. Councilman Nielson **Seconded** and the motion **Passed** all in favor at 6:22
101 p.m.

102
103 **Mark Dallin – Zone Change**

104
105 Mr. Anderson said they had some question on the notice requirements for the public
106 hearing for this item with the Planning Commission. This item was properly noticed. This
107 proposal pertains to a property located at 760 E. 400 N. the DRC reviewed a request to
108 construct two duplexes on this parcel. The Planning Commission reviewed this request
109 and recommended that it be denied. The applicant has given some thought to the
110 options that are before him and has looked at constructing a duplex. The Council can
111 approve the project with two duplexes, deny it entirely, or approve construction of one
112 duplex. He noted the applicant has gone to many lengths to meet the intent of the infill
113 overlay zone, and has been very cooperative.

114
115 Councilman Andersen stated the applicant had the project underway before they put the
116 moratorium into effect.

117
118 Councilman Davis disclosed he does work for Mark Dallin and that he lives in this
119 neighborhood.

120
121 This item was opened for public comment.

122
123 Mark Dallin

124 Mr. Dallin thanked the Council for all their help. He stated he tried to put this project
125 together so it would be pleasing to the neighbors. The privacy fence will be installed, he
126 tried to make it fit into the neighborhood to make it nice for everyone. Each unit has 2 ½
127 parking spots which is higher than the rest of the city.

128
129 Carl Johnston

130 Mr. Johnston is a resident in the area. He is in support of Mr. Dallin to build a second
131 duplex and only a second duplex. He feels it is important to go back to the ordinance
132 where it states they should promote single family or owner occupied dwellings. He then
133 went on to read from the ordinance that it will provide new opportunities for home
134 ownership. He noted they should have added information on restricted development
135 with duplexes, town homes etc. If Mr. Dallin only wants the other duplex they are in
136 support. They feel he is trying to put too many people in too small of a space. He
137 encourages staff to go back and adjust the wording in the ordinance to make sure it
138 follows the vision the Council wants done. He added we at Spanish Fork do not do the
139 minimum end of noticing. He asked that the notice state a little more information such
140 as the change of the zoning instead of just a zone change. He understands the
141 residents need a little more information and feels we can do better with the notice we
142 send out to the citizens.

143
144 Connie Lowe

145 Ms. Lowe lives on the corner of 700 East and 300 North, she does not agree with the
146 parking. They have gone by and there has been up to seven people parked in the area.
147 She said there is usually more than two people parked there. Parking is their big
148 concern, with so many units they will need more parking, and the surrounding residents

149 need their parking for themselves. They are probably agreeable to one more building
150 but not two more. She is concerned that visitors will take up too much parking and
151 cause problems.

152
153 Mr. Dallin stated he will probably have to put parking on the extra space instead of
154 leaving it a weed patch.

155
156 Ms. Lowe said they have already had people parking in their area. There is not enough
157 room for parking to serve three duplexes as far as they are concerned.

158
159 Jan Betts

160 Ms. Betts owns a home on this block, they want it less dense, she presented a letter
161 from a neighbor that also wants it less dense. They do not like the idea of three
162 duplexes, she noted there were six more people that agree with what Mr. Johnston has
163 said.

164
165 Clayton Lever

166 Mr. Lever lives in the neighborhood. He said it would be nice to have it owner occupied,
167 so there is someone that owns it and is taking care of it. They feel it detracts from the
168 use of their back yard right now.

169
170 Mr. Dallin stated if the third building was passed it would be set up as condominiums
171 with separate property owners.

172
173 Byron Betts

174 Mr. Betts feels if they are allowed in as condominiums they will end up with the same
175 problem as Diamond Fork apartments. The other problem is there are already over 100
176 apartments within two blocks, they can settle for two units but please not the third one
177 there is not enough space.

178
179 Mary Sargeant

180 Ms. Sargeant lives on 200 N. and feels two would be fine but three would be too much,
181 as people rent in and out they do not take care of the yard and they live in a beautiful
182 neighborhood. They are in favor of the two units but not three.

183
184 Elizabeth Dallin

185 Ms. Dallin asked if they would rather see a weed patch or a nice beautiful building. She
186 feels it is a beautiful project and stated if they looked at the other map it didn't crowd
187 everything. They have good size yards, and to finish it off at the end of the property
188 would just make it nicer.

189
190 Councilman Leifson made a **Motion** to move out of the public hearing at 7:00 p.m.
191 Councilman Dart **Seconded** and the motion **Passed** all in favor.

192
193 Councilman Leifson asked if there was a notice sign on the property.

194
195 Mr. Johnston stated there was a sign.

196
197 Councilman Nielson commented from the very beginning the conversation goes back to
198 whether or not they want to build in Spanish Fork. It will always be the case some

199 neighbors will want to build and some will not. The changes are to promote home
200 ownership and improve the quality of our city. It seems like it comes back to if they want
201 to build or not. He sees the Council's job as recognizing the input of the neighbors and
202 the rights of the landowner and to find something that works for both. It is hard for the
203 Council to deny Mr. Dallin when he has gone through the process and met all the
204 requirements.

205
206 Councilman Davis noted this project was started with the intention to build two buildings.
207 He lives in this area as well and does not want the high density, that is part of the
208 overlay zoning, we need to listen to the needs of both the neighbors and property
209 owners.

210
211 Councilman Leifson stated this is just how they wanted it to work. Before this ordinance
212 as long as the applicant met the requirements they could build. Now they have to have
213 input from the neighbors, he knows the area up there, there are a lot of apartments
214 there already. They are trying to reach a compromise for all involved. He feels they can
215 come to an agreement and appreciates Mr. Johnston stating they are ok with one unit
216 but not two. He feels ok with allowing one duplex as well.

217
218 Councilman Dart stated the citizens should be thankful Mr. Dallin listened to them
219 because he did not have to.

220
221 Councilman Andersen would like to see individual homes built there, however Mr. Dallin
222 started this project before the ordinance was passed. This has shown there are a few
223 areas of the ordinance they can adjust to make it better. Under the situation they have a
224 responsibility to the developer to allow him to put a duplex in whether it is one or two, if
225 it was under different circumstances he would probably be pushing for single family
226 homes.

227
228 Councilman Davis made a **Motion** to approve the Mark Dallin zone change for one (1)
229 duplex on the property subject to the findings and conditions as stated.

230 **Findings**

- 231 1. That with the architectural upgrades the project shares elements with the surrounding
232 neighborhood and satisfies the requirements of the ordinance.
233 2. That the project conforms to the physical characteristics of the adjoining properties.
234 3. That the project may provide new opportunity for home ownership.
235 4. That the driveway be constructed or modified to meet the City's curb requirements.

236 **Conditions**

- 237 1. That parking not be allowed on the driveway and that appropriate signs be installed.
238 2. That a minimum of five 1.5" caliper trees be installed with the development.
239 3. That a minimum of 18 one gallon shrubs be installed with the development.
240 4. That the entire parcel that the duplex is constructed on be landscaped prior to the
241 insurance of certificate of occupancy.
242 5. That a vinyl fence be constructed around the perimeter of the project, six feet where it
243 is not in the front setback.
244 6. That the driveway be constructed or modified to meet the City's curb requirements.
245 Councilman Nielson **Seconded** and the motion **Passed** by a roll call vote all in favor.
246

247 Councilman Dart made a **Motion** to open the public hearing at 7:15 p.m. for the flood
248 prevention ordinance. Councilman Nielson **Seconded** and the motion **Passed** all in
249 favor.

250

251 **Flood Prevention Ordinance 02-09**

252

253 Mr. Thompson explained the changes they have been working on for the flood plain
254 ordinance. They received a federal grant to create a new flood plain, and feel there is a
255 good reason to require the base two feet and not the minimum one foot, because it will
256 allow Spanish Fork citizens to get a better insurance rate.

257

258 This item was opened for public comment.

259

260 There was no public comment given at this time.

261

262 Councilman Leifson made a **Motion** to close the public hearing at 7:26 p.m. Councilman
263 Davis **Seconded** and the motion **Passed** all in favor.

264

265 Councilman Leifson made a **Motion** to adopt Ordinance 02-09 Flood Damage
266 Prevention Ordinance. Councilman Dart **Seconded** and the motion **Passed** by roll call
267 vote all in favor at 7:27 p.m.

268

269 **CONSENT ITEMS:**

270

271 **Minutes of Spanish Fork City Council Meeting – January 9-10, 2009; February 3,** 272 **2009**

273

274 Councilman Leifson made a **Motion** to approve the consent items. Councilman Nielson
275 **Seconded** and the motion **Passed** all in favor.

276

277 **NEW BUSINESS:**

278

279 **Spanish Fork/Springville Airport FAA 2009 Grant Application**

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281 Councilman Davis explained the changes to the grant, and what the airport will be
282 responsible to pay.

283

284 Councilman Davis made a **Motion** to approve the grant application for the Spanish
285 Fork/Springville FAA grant application. Councilman Nielson **Seconded** and the motion
286 **Passed** all in favor.

287

288 **Sewer Slip Lining Presentation**

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290 Mr. Heap gave a presentation regarding the sewer slip lining projects in Spanish Fork
291 City.

292

293 **Recycling Contract**

294

295 Mr. Perrins gave an update regarding the Recycling Contract.

296

297 The Council agreed they would like Staff to go back and get the contract finalized and
298 bring it to the next Council meeting.

299
300 **Fiesta Days Carnival Award of Bid**
301

302 Mr. Perrins explained the Fiesta Days Committee has reviewed the carnival contract
303 and bids were sent out. They received two bids and the Committee would like to award
304 the contract to Midway West. They will adjust the contract to be a one year contract with
305 the opportunity to renew.

306
307 **Board Appointments**
308

309 Mayor Pro Tem Andersen stated Mayor Thomas has asked that the Council appoint
310 Councilman Dart to the Solid Waste District Board.

311
312 Councilman Davis made a **Motion** to appoint Councilman Rod Dart to the Solid Waste
313 District Board. Councilman Leifson **Seconded** and the motion **Passed** all in favor.

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315 **ADJOURN:**
316

317 Councilman Leifson made a **Motion** to adjourn. Councilman Nielson **Seconded** and the
318 motion **Passed** all in favor at 8:10 p.m.

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320 ADOPTED:
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322 _____
Kimberly Robinson, City Recorder

**Tentative Minutes
Spanish Fork City Council Meeting
March 3, 2009**

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

Staff Present: Dave Oyler, City Manager; Seth Perrins, Assistant City Manager; Junior Baker, City Attorney; Dave Anderson, City Planner; Richard Heap, City Engineer/Public Works Director; Bart Morrill, and Marlo Smith, Engineering Secretary.

Citizens Present: Chris Smith, Nicholas Brian, Justin Thies, Benjamin Moyer, Brian Wickham, Cody, Arlynn, Schyler Ellsworth, Travis Wilkins, Jessie Wilkins, Jen Allen, Derek Keller, Kason Keller, Austin Keller, Tyler Shepherd, Lee Mackay, Joseph Mackay, Pat Parkinson, Tyler Wangsgard, Lana Creer-Harris.

CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITIONS:

Mayor Pro Tem Andersen called the meeting to order at 6:00 p.m.

The pledge of allegiance was led by Kason Keller.

PUBLIC COMMENTS:

There were no public comments.

COUNCIL COMMENTS:

Councilmember Dart reported that Saturday was cultural arts day. He had the opportunity to view a showcase of talent for the arts council adult education program. Which they displayed visual arts, performing arts. The program is quite successful. He stated that last year the programs had 85 students and this year there were 145 students.

Councilmember Dart said the library celebrated Library Lovers Month. The party included a puppet show, a story, an illustrator, and popcorn. There were approximately 150 children with there parent.

Councilmember Dart was by the golf course and said it was very busy. He said that if you can't find anything to do in Spanish Fork then you are not looking very hard.

Councilmember Dart complimented the Recreation Department on having the ball fields ready for the High School Baseball Team. He commented on how great the fields looked.

Councilmember Leifson encouraged all citizens as the weather is getting better to get out and spruce up their yards. He would like everyone to beautify the City.

Councilmember Davis said next week the youth council will participate with other cities in a competition. Last year Spanish Fork won and he is hoping for that again this year. He said Rochelle Barber is the advisor but has to quit. They are looking for a replacement.

Councilmember Neilson had no comments.

Councilmember Andersen updated everyone on the transportation issues on the north end of town around the Main Street and I-15 interchange. He said it has been a challenge to get people in high places to recognize the problem. He met with Daryl Cook who is the executive director for Mountainland Association of Governments. This group has some influence on projects that are identified as critical. He showed Mr. Cook the data as to the number of vehicles. Mr. Cook has recently put the North Main Interchange on the priority list that was then ratified by all Mayors and the Coalition of Governments. This list was then discussed in Washington D.C. The group was trying to promote a short list of projects that are critical for our area. This project is on that list that could qualify for the transportation funding bill. Councilmember Andersen said this issue will be discussed and appropriated.

CONSENT ITEMS:

Minutes of Spanish Fork City Council Meeting – February 17, 2009

Councilmember Leifson made a **motion** to approve the consent items. Councilmember Nielson **seconded** and the moved was **passed** unanimously.

NEW BUSINESS:

North Park Bidding Process

Mr. Heap said that we have received the plans for the North Park from the landscape architect. While looking at the plans we are trying to find the best way to bid out the project. The rough grading and some utility work that needs to be done can be bid out next week. This will allow the project to start but also allow for the remaining park project bidding to be finalized. After we receive bids on the park we will analyze prices and decide if we need to do something different.

Councilmember Davis asked if there is a time line available for contractors on the completion.

Mr. Heap said the excavating and utility work can be a deadline. The park itself is very sophisticated and complicated. We don't want to cut back the project time short. We want to give ample time to complete the project properly.

Councilmember Davis said he has been thinking hard since the meeting yesterday. He feels it may be feasible to hire a project manager and break the park down into different

sections to allow local contractors the chance to bid on the project. He thinks this will cut percentages off the top by not having a general contractor who would then add a percentage for his subcontractors as well. If the City would hire a construction manager and the staff broke the project into sections the city could save \$500,000.

Mr. Heap said the general contractors he has talked with aren't adding a percentage onto subcontractors. He doesn't think that the savings would be there.

Discussion took place regarding the option of a project manager and the bidding process.

Discussion took place regarding the length of bidding out individual projects.

Councilmember Davis said he feels this is a good opportunity for local contractors. Those that may obtain the bid will feel good about being able to put their name on the project.

Councilmember Leifson said this project could go either way with having a general contractor or a project manager. He feels it would give more opportunity to bid because the larger general contractors will pick out who they want. He likes the idea of giving everyone the opportunity to bid on this project. He thinks it is a unique experience for local contractors. He also likes that it will give more opportunities especially due to the economic time.

Mr. Heap said if more time is needed in dividing out the park bid it will delay other bids such as sewer lining and utility replacement.

Discussion took place regarding the amount of money that may be saved by hiring a project manager versus a general contractor.

Councilmember Andersen said if the money savings isn't there he still feels the fact of giving local contractors the opportunity to bid is the better option.

Councilmember Andersen asked the council if they feel comfortable in recommending to staff to bid the project out in separate bids. The council concurred.

Board Appointments

Mr. Perrins said this item was placed on the agenda but there is no action needed. The municipal code allows in the personnel committee two of the members be held by employees elected by their peers. We called for nominations and received several. A vote was taken and Bart Morrill was elected by the Public Works Department and the Parks and Recreation Department to be their representative. The committee meets irregularly regarding benefits and other personnel matters.

ADJOURN:

Councilmember Dart made a motion to adjourn the March 3, 2009 Spanish Fork City Council Meeting. Councilmember Leifson seconded and the motion passed unanimously.

The meeting was adjourned at 6:25 p.m.

ADOPTED:

Marlo Smith, Engineering Secretary

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Tentative Minutes
Spanish Fork City Council Meeting
March 12, 2009

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

Staff Present: Dave Oyler, City Manager; Seth Perrins, Assistant City Manager; Junior Baker, City Attorney; Dave Anderson, City Planner; Troy Larsgard, Administrative Intern; Richard Heap, Public Works Director; Kent Clark, Finance Director; Kimberly Robinson, City Recorder

Citizens Present: Richard Mendenhall, Richard Harris, Lana Creer Harris, Brad Keller, Bryce Walker

CALL TO ORDER, PLEDGE:

Mayor Pro Tem Andersen called the meeting to order at 6:00 p.m.

Councilman Davis led in the pledge of allegiance.

PUBLIC COMMENTS:

Chef Brad Keller commented they are having a ribbon cutting on Monday, at Olivia's Bistro inside the Primrose. He invited everyone to come attend and try the food.

COUNCIL COMMENTS:

Bryce Walker

Mr. Walker has some incredible Jazz tickets SFCN is giving away. They are holding a drawing this Saturday to win and he invites everyone to sign up for a new service.

Councilman Nielson reported this Saturday is also the Miss Spanish Fork contest, he invited all to attend.

Councilman Dart met with the senior citizen advisory board and they expressed appreciation of how helpful the staff is when they have needed something.

Mayor Pro Tem Andersen commented on why the flags on city property are flying at ½. One of our Past Mayor's Marie Huff passed away yesterday. He feels it means a lot for someone to put themselves out there serving; he paid tribute to her and her family, and shared a story.

NEW BUSINESS:

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North Park Contract with Westfields

Mr. Baker stated this addresses the construction on North Park. Under the original contract the developer was to put in the entire infrastructure, we have now negotiated that the city will install the entire infrastructure and get the project moving forward. They feel this is a good arrangement; the original dollar figure does not change. They would like to get this approved and get the park underway. He asked that they add a caveat subject to our engineering costs for the infrastructure not to exceed the number in the contract.

Councilman Nielson made a **Motion** to approve the second amended development agreement between the RDA of Spanish Fork, Spanish Fork City a Municipal corporation and Tenedor LLC, subject to the Spanish Fork City engineers cost not to exceed \$498,000.

Councilman Davis **Seconded** and the motion **Passed** by roll call vote all in favor.

Recycling Contract with Allied Waste

Mr. Perrins stated the contract has been reviewed thoroughly by staff and is ready for approval by the Council. He explained the fuel charge rates and that the items which could potentially not be recycled have the ability to be removed, it is built into the costs so the rates do not go up or down. They feel the rate of \$6 a can should cover the costs for now.

Councilman Dart made a **Motion** to approve recycling contract with Allied Waste. Councilman Leifson **Seconded** and the motion **Passed** all in favor.

Solid Waste Ordinance Change

Mr. Baker explained that Seth Perrins and Troy Larsgard have done a tremendous amount of work on this and he thanked them for their efforts. He then explained with the contract with Allied Waste we found we needed to make some changes to the Municipal Code.

Councilman Davis made a **Motion** to approve ordinance 02-09 making various changes to the Spanish Fork Municipal Code Title 8, solid waste and sanitation. Councilman Nielson **Seconded** and the motion **Passed** by roll call vote all in favor.

Resolution from Utah League of Cities and Towns

Mr. Baker stated this item needs to be ratified so that we can continue to maintain the revenue stream which allows us to maintain our streets and our roads.

92 Councilman Nielson made a **Motion** to approve resolution 09-04 encouraging the
93 Utah State Legislature to utilize the current transportation funding distribution
94 formula for any increase to the statewide gas tax so that the entire transportation
95 network may benefit. Councilman Davis **Seconded** and the motion **Passed** all in
96 favor.

97

98 **ADJOURN:**

99

100 Councilman Leifson made a **Motion** to adjourn to Executive Session for Potential
101 Litigation and Land Use. Councilman Davis **Seconded** and the motion **Passed** all
102 in favor at 6:31 p.m.

103

104 ADOPTED:

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Kimberly Robinson, City Recorder

AGREEMENT BETWEEN
SPANISH FORK WESTFIELD IRRIGATION COMPANY
AND SPANISH FORK CITY REGARDING
DELIVERY OF STRAWBERRY VALLEY PROJECT WATER

This Agreement is made effective this ____ day of April, 2009 by and between:

Spanish Fork Westfield Irrigation Company, a Utah non-profit corporation, of 2108 West 5000 South, Spanish Fork, UT 84660 (“Canal Company”); and

Spanish Fork City, Utah, a municipal corporation of the State of Utah of 40 South Main, Spanish Fork, UT 84660 (“City”).

The Canal Company, and City are referred to collectively in this agreement as the “Parties” and individually as a “party.”

AGREEMENT PURPOSES

The Parties recite the following as their purpose for entering this Agreement:

A. The Strawberry Valley Project (“SVP”) was authorized and constructed pursuant to the 1902 Reclamation Act. Under contracts with the United States of America, acting through the Department of Interior, Bureau of Reclamation (“Reclamation”) and Reclamation law, the Strawberry Water Users Association (the “Association”) is responsible for the care, operation, and maintenance of the SVP, excepting the Strawberry High Line Canal, and the Mapleton and Springville Lateral. The SVP provides approximately 70,000 acre-feet (“AF”) of water annually to lands served with SVP water in the southern portion of Utah County. Approximately 61,000 AF of this SVP water is delivered from a Central Utah Project (“CUP”) facility under an agreement among the Association, Central Utah Water Conservancy District, and the United States of America, acting through the Department of the Interior.

B. The Association delivers SVP water to nine different entities. This group includes seven mutual water companies that operate as nonprofit corporations and two irrigation districts that are political subdivisions of the State of Utah. These nine entities each have contracts with the United States that give them the right and responsibility to deliver SVP water to SVP water users through their respective canals. Canal Company is one of the nine entities.

C. Under contracts with the United States and pursuant to its articles of incorporation and bylaws, Canal Company is responsible for the care, operation, and maintenance of the Company’s Canal, including delivery of SVP water through the said Canal.

D. In addition to SVP water, Canal Company delivers water diverted from the

Spanish Fork River to its shareholders from water rights owned by the Canal Company.

E. The southern Utah County area generally and City specifically are facing challenges resulting from population growth. SVP water and Spanish Fork River water delivered by the Canal Company into the corporate boundaries of City will be critical to meeting the needs of a growing population.

F. Such growth also presents challenges to the Canal Company. At the same time as growth creates water demand within the City, the Canal Company has continuing obligations to supply both SVP water and Spanish Fork River water to agricultural water users. Changes in land use, commonly called "land development," create new challenges to Canal Company to deliver water.

G. The purpose of this Agreement is to create processes by which the Parties and the parties to the other similar agreements will coordinate water supplies to present and future City residents and to agricultural users in the SVP and Canal Company service area, and fulfill the respective roles of the Parties and other SVP water supply entities in meeting their obligations to supply SVP and Spanish Fork River water to the southern Utah County area.

AGREEMENT TERMS

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree as follows:

1. STRAWBERRY WATER USERS AGREEMENT ANTICIPATED.

The Parties acknowledge that the Parties anticipate creation of an arrangement whereby water represented by the Association shares that are, upon development: (a) designated for service of lands located within City and the Spanish Fork City Annexation Declaration Area, and (b) appurtenant to such lands can be administered by City on behalf of the SVP shareholder, through City's secondary irrigation system. In order to facilitate the Canal Company's ability to deliver the water it is required to deliver and to maintain the water as appurtenant to the ground, Canal Company shall be entitled to vote the Association shares that are attached to private ground as evidenced by the water dedication agreement at Association meetings until the parties, with the assistance of the Coordination Committee identified in Section 2 hereof, agree otherwise. This shall not apply to water that is attached to city owned ground. The arrangement whereby the SVP water will be delivered by the Canal Company to lands within City may be the subject of an agreement or other arrangements with the Association that address appurtenancy and other questions relating to SVP water.

1.1 The Parties shall negotiate in good faith to modify this Agreement as necessary to accommodate the terms of such future agreement affecting management of the SVP water.

1.2 Until such time as such an agreement or other arrangements are made to deliver the SVP water, the SVP water delivered by the Canal Company (a) into the City secondary irrigation system, (b) for other use by City, or (c) as SVP water administered by City, shall be transported and delivered as provided in this Agreement, subject to the terms of this Agreement and that certain agreement entitled “Contract, Spanish Fork Westfield Irrigation Company, For Carriage of water through the Company’s Canal to its Stockholders and Non-Stockholders” dated the 25th day of March, 1915. The reproduced text of the Contract is attached as Exhibit “A” to this Agreement.

2. IRRIGATION SYSTEMS COORDINATION COMMITTEE.

City and Canal Company hereby create an Irrigation Systems Coordination Committee consisting of two persons to be appointed by each Party hereto and a fifth member to be appointed by the four members appointed by the Parties.

2.1 The members of the Committee shall serve at the pleasure of the entity that appoints the member. The Committee may adopt its own rules of procedure so long as the procedures are consistent with law, the Canal Company articles of incorporation and bylaws, and City ordinances.

2.2 The purpose of the Committee is to: (a) make recommendations to the Mayor and Council of City and to the Board of Directors of Canal Company regarding design of secondary irrigation systems, (b) provide plat review and comments to City on proposals for land development or land uses changes that involve either delivery of water for secondary irrigation or have any impact on Canal Company facilities, (c) make recommendations concerning the design and construction of secondary irrigation systems within City and the Spanish Fork City Annexation Declaration Area, and (d) such other functions as may be referred to the Committee by either of the Parties. In its review of such matters and in making recommendations, the Committee shall apply the following criteria, along with such others as the Committee deems appropriate. The following criteria are intended to ensure appropriate delivery of SVP and Canal Company water into the City secondary irrigation system:

2.2.1 The Canal Company shall not be obligated to deliver water except in a manner consistent with Utah law, Canal Company articles of incorporation, by-laws, and written rules and procedures.

2.2.2 Each existing or proposed reach of the City secondary irrigation system must provide a means satisfactory to the Canal Company to deliver SVP and Canal Company water to the lands where the water was historically used. To the extent it may lawfully do so, City shall preserve all Canal Company easements and obtain new easements necessary for Canal

Company to meet its water delivery obligations.

- 2.2.3 The Canal Company, its officers and its shareholders must be held harmless from losses, costs, and expenses unique to the City secondary irrigation system or caused exclusively by the secondary system.
 - 2.2.4 The delivery of water should be consistent with the intent of the secondary irrigation master plan, which is in part to provide for the coordinated delivery of SVP and Canal Company water within City and the Canal Company service area.
- 2.3 The Coordination Committee will also recommend practices, policies, and procedures that will:
- 2.3.1 Provide effective and early notice to Canal Company regarding developments and annexations within City that may encroach on water delivery systems; and
 - 2.3.2 Require the equitable improvement and protection of Canal Company water delivery systems by developers to mitigate the impacts of encroachment and improve the delivery and utilization of SVP and Canal Company water. To the extent it may lawfully do so, City shall preserve all Canal Company easements and obtain new easements necessary for Canal Company to meet its water delivery obligations.
- 2.4 The Canal Company shall have no obligation to deliver SVP and Canal Company water into the City secondary irrigation system except in a manner consistent with the secondary irrigation master plan, this Agreement, federal regulations and contracts for the delivery of Strawberry Valley Project water, and the Canal Company articles of incorporation and bylaws.
- 2.5 Any disputes between City and Canal Company regarding this Agreement or water delivery by Canal Company into the City secondary water system may at the request of either Party be referred to the Committee for its recommendation. No court action may be filed by either Party regarding the subject matter of this Agreement unless the dispute shall have first been referred to the Committee for its recommendation. The recommendation of the Committee shall not be binding on the Parties unless the Parties agree in writing, whether before or after submission to the Committee, that the Committee recommendation shall be binding.

3. TRANSFER OF WATER SHARES FOR USE IN THE CITY SECONDARY IRRIGATION SYSTEM

City has adopted ordinances which require the transfer of the right to use water to City to meet the water demands created by each new land development. One intent of the ordinances and the secondary irrigation master plan is to set a framework for meeting the described criteria for approval of SVP and Canal Company water share transfers so that transfers can be made and the water from those shares can be delivered into the City secondary irrigation system in a timely, cost effective, and predictable manner.

3.1 Upon approval of this Agreement by the Parties, City will make all arrangements for delivery of irrigation water into the City secondary irrigation system, and assume all costs of delivery for said delivery.

3.2 Upon request from City made by delivering the form attached hereto as Exhibit "B", the Canal Company will act reasonably and timely to determine whether the transfer of any Canal Company shares can be properly made and City can thereby receive delivery of water from the shares upon transfer.

3.3 The Canal Company will not be obligated to approve such transfers if the forms are not complete or properly executed, or the share ownership is not consistent with Canal Company records, articles of incorporation, and bylaws. The Canal Company may, after good faith consultation with City, require the Developer(s)/Landowner(s) to:

3.3.1 Pay reasonable fees to cover estimated actual direct and indirect administrative costs of reviewing and approving the transfers;

3.3.2 Provide adequate proof of title; and

3.3.3 Defend and indemnify City and the Canal Company from losses and claims resulting from Canal Company acceptance of or compliance with such transfers.

3.4 If there is a time during which there is SVP and Canal Company water surplus to the demand made by the water users in the City secondary irrigation system, City may, upon prior arrangement with the Canal Company, supply such excess water at a nominal fee to the Canal Company so that the Canal Company may lease the use of such water to other water users for use on lands under the Canal Company system. The intent of this arrangement is to assure and allow full beneficial use of SVP and Canal Company water, while assuring proper compensation to City for costs. The Canal Company shall require, unless otherwise agreed by City, that any person leasing such water shall pay an amount sufficient to pay all assessments and other costs

so as to hold City and the Canal Company harmless from costs associated with supplying that water.

4. ASSESSMENTS, COST OF DELIVERY.

4.1 The Canal Company will assess City an equitable assessment, based upon the cost of service and necessary reserves and actual costs associated and specific to the water identified in htis agreement. In the event that water and water delivery specific to this agreement causes increased financial burden to the Canal Company over and above the current assessments due to urban encroachment, operation and delivery, a separate rate structure will apply. If necessary, the Canal Company shall submit a delivery cost analysis in the event of disputed assessments with the City, which shall be prepared by an independent firm capable of such analysis.

4.2 The Canal Company may also charge City such other necessary and reasonable additional costs as may be necessary to deliver SVP and Canal Company water into the secondary irrigation system. Any dispute whether costs charged are reasonable and necessary shall upon request from either party be referred to the Committee.

5. DELIVERY POINTS, CONTRACTS

City may request delivery points where it intends to receive delivery into its secondary water system of SVP and Canal Company water.

5.1 Upon receipt of such requests, Canal Company will approve delivery points that are, in its reasonable discretion:

5.1.1 Consistent with

A. Utah law, SVP and Canal Company water rights, articles of incorporation and by-laws, and written rules and procedures; and

B. Canal Company contracts with the United States;

5.1.2 Provide a reasonably adequate means of serving Canal Company shareholders without damage to them; and

5.1.3 Do not impose any unmitigated additional cost, loss of water, obligation, or burdens on Canal Company or other canal companies that have contracts for the delivery of SVP water, or other Canal Company shareholders.

5.1.4 Are the subject of appropriate change applications, meet the requirements of this and other agreements between City and Canal Company.

5.2 City acknowledges that:

5.2.1 It may be required to enter into separate contracts with Canal Company or other local canal companies that have contracts for the delivery of SVP water; and

5.2.2 Such contracts may, at the reasonable discretion of the Canal Company, require that City:

A. Pay separate operation and maintenance charges and satisfy Canal Company encroachment permit or license agreement requirements; and

B. Such requirements are intended to preserve, protect, and enhance the continued agricultural uses of SVP and Canal Company water by shareholders who choose to preserve agricultural lands as part of the local economy, as well as other shareholders.

6. ASSIGNMENT LIMITED - SUCCESSORS AND ASSIGNS OBLIGATED.

The provisions of this Agreement shall apply to and bind the successors and assigns of the Parties, but no assignment or transfer of this Agreement or any right or interest therein shall be valid until approved in writing by all Parties.

7. GOVERNING LAW.

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

8. ENTIRE AGREEMENT.

This Agreement and the documents incorporated into it by reference shall constitute the entire agreement among the Parties concerning the delivery of SVP water on SVP lands within City. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. This Agreement cannot be amended, altered, or modified in any manner except by a written amendment signed by each of the Parties.

9. NO WAIVER.

No failure by City or Canal Company to insist upon the strict performance of any covenant, duty or term and condition of this Agreement, or to exercise any rights or remedies following a breach thereof shall constitute waiver of any such breach. Either Party may, by notice delivered to the other party, waive any of its rights or any conditions

to its obligations hereunder, or any covenant or duty of the other Party, but shall be under no obligation to do so. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, duty, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

10. ATTORNEY'S FEES.

If it becomes necessary to enforce this Agreement, whether by litigation or other lawful dispute resolution process, each party in default shall be required to pay to the party not in default, in addition to all the sums that either party shall be called upon to pay, a reasonable attorneys fee and other costs of enforcement.

11. RIGHTS AND REMEDIES.

The rights and remedies of the Parties hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. The Parties confirm that damages at law may be an inadequate remedy for breach or threatened breach of any provision hereof and that the respective rights and obligations of each party hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law by statute or otherwise of the parties hereto aggrieved as against another party for a breach or threatened breach of any provision hereof.

12. PARAGRAPH HEADINGS.

The titles to the paragraphs of this Agreement are solely for convenience and shall not be construed to explain, modify, simplify, or aid in the interpretation of the provisions of the Agreement.

SPANISH FORK CITY:

By: Joe L Thomas, Mayor

Attest:

Kimberly Robinson, City Recorder

SPANISH FORK WESTFIELD IRRIGATION
COMPANY:

By:_____
Brent Money, President

Attest:

Secretary

AGREEMENT BETWEEN
EAST BENCH IRRIGATION COMPANY
AND SPANISH FORK CITY REGARDING
DELIVERY OF STRAWBERRY VALLEY PROJECT WATER

This Agreement is made effective this ____ day of April, 2009 by and between:

East Bench Irrigation Company, a Utah non-profit corporation, of 900 East 1240 South, Spanish Fork, UT 84660 (“Canal Company”); and

Spanish Fork City, Utah, a municipal corporation of the State of Utah of 40 South Main, Spanish Fork, UT 84660 (“City”).

The Canal Company, and City are referred to collectively in this agreement as the “Parties” and individually as a “party.”

AGREEMENT PURPOSES

The Parties recite the following as their purpose for entering this Agreement:

A. The Strawberry Valley Project (“SVP”) was authorized and constructed pursuant to the 1902 Reclamation Act. Under contracts with the United States of America, acting through the Department of Interior, Bureau of Reclamation (“Reclamation”) and Reclamation law, the Strawberry Water Users Association (the “Association”) is responsible for the care, operation, and maintenance of the SVP, excepting the Strawberry High Line Canal, and the Mapleton and Springville Lateral. The SVP provides approximately 70,000 acre-feet (“AF”) of water annually to lands served with SVP water in the southern portion of Utah County. Approximately 61,000 AF of this SVP water is delivered from a Central Utah Project (“CUP”) facility under an agreement among the Association, Central Utah Water Conservancy District, and the United States of America, acting through the Department of the Interior.

B. The Association delivers SVP water to nine different entities. This group includes seven mutual water companies that operate as nonprofit corporations and two irrigation districts that are political subdivisions of the State of Utah. These nine entities each have contracts with the United States that give them the right and responsibility to deliver SVP water to SVP water users through their respective canals. Canal Company is one of the nine entities.

C. Under contracts with the United States and pursuant to its articles of incorporation and bylaws, Canal Company is responsible for the care, operation, and maintenance of the Company’s Canal, including delivery of SVP water through the said Canal.

D. In addition to SVP water, Canal Company delivers water diverted from the Spanish Fork River to its shareholders from water rights owned by the Canal Company.

E. The southern Utah County area generally and City specifically are facing challenges resulting from population growth. SVP water and Spanish Fork River water delivered by the Canal Company into the corporate boundaries of City will be critical to meeting the needs of a growing population.

F. Such growth also presents challenges to the Canal Company. At the same time as growth creates water demand within the City, the Canal Company has continuing obligations to supply both SVP water and Spanish Fork River water to agricultural water users. Changes in land use, commonly called "land development," create new challenges to Canal Company to deliver water.

G. The purpose of this Agreement is to create processes by which the Parties and the parties to the other similar agreements will coordinate water supplies to present and future City residents and to agricultural users in the SVP and Canal Company service area, and fulfill the respective roles of the Parties and other SVP water supply entities in meeting their obligations to supply SVP and Spanish Fork River water to the southern Utah County area.

AGREEMENT TERMS

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree as follows:

1. STRAWBERRY WATER USERS AGREEMENT ANTICIPATED.

The Parties acknowledge that the Parties anticipate creation of an arrangement whereby water represented by the Association shares that are, upon development: (a) designated for service of lands located within City and the Spanish Fork City Annexation Declaration Area, and (b) are appurtenant to such lands can be administered by City on behalf of the SVP shareholder, through City's secondary irrigation system. In order to facilitate the Canal Company's ability to deliver the water it is required to deliver and to maintain the water as appurtenant to the ground, Canal Company shall be entitled to vote the Association shares that are attached to private ground as evidenced by the water dedication agreement at Association meetings until the parties, with the assistance of the Coordination Committee identified in Section 2 hereof, agree otherwise. This shall not apply to water that is attached to city owned ground. The arrangement whereby the SVP water will be delivered by the Canal Company to lands within City may be the subject of an agreement or other arrangements with the Association that address appurtenancy and other questions relating to SVP water.

1.1 The Parties shall negotiate in good faith to modify this Agreement as necessary to

accommodate the terms of such future agreement affecting management of the SVP water.

- 1.2 Until such time as such an agreement or other arrangements are made to deliver the SVP water, the SVP water delivered by the Canal Company (a) into the City secondary irrigation system, (b) for other use by City, or (c) as SVP water administered by City, shall be transported and delivered as provided in this Agreement, subject to the terms of this Agreement and that certain agreement entitled “Contract, Spanish Fork East Bench Irrigation and Manufacturing Company, For Carriage of water through the Company’s Canal to its Stockholders and Non-Stockholders” dated the 25th day of March, 1915. The reproduced text of the Contract is attached as Exhibit “A” to this Agreement.

2. IRRIGATION SYSTEMS COORDINATION COMMITTEE.

City and Canal Company hereby create an Irrigation Systems Coordination Committee consisting of two persons to be appointed by each Party hereto and a fifth member to be appointed by the four members appointed by the Parties.

- 2.1 The members of the Committee shall serve at the pleasure of the entity that appoints the member. The Committee may adopt its own rules of procedure so long as the procedures are consistent with law, the Canal Company articles of incorporation and bylaws, and City ordinances.
- 2.2 The purpose of the Committee is to: (a) make recommendations to the Mayor and Council of City and to the Board of Directors of Canal Company regarding design of secondary irrigation systems, (b) provide plat review and comments to City on proposals for land development or land uses changes that involve either delivery of water for secondary irrigation or have any impact on Canal Company facilities, (c) make recommendations concerning the design and construction of secondary irrigation systems within City and the Spanish Fork City Annexation Declaration Area, and (d) such other functions as may be referred to the Committee by either of the Parties. In its review of such matters and in making recommendations, the Committee shall apply the following criteria, along with such others as the Committee deems appropriate. The following criteria are intended to ensure appropriate delivery of SVP and Canal Company water into the City secondary irrigation system:
 - 2.2.1 The Canal Company shall not be obligated to deliver water except in a manner consistent with Utah law, Canal Company articles of incorporation, by-laws, and written rules and procedures.
 - 2.2.2 Each existing or proposed reach of the City secondary irrigation system must provide a means satisfactory to the Canal Company to deliver SVP

and Canal Company water to the lands where the water was historically used. To the extent it may lawfully do so, City shall preserve all Canal Company easements and obtain new easements necessary for Canal Company to meet its water delivery obligations.

2.2.3 The Canal Company, its officers and its shareholders must be held harmless from losses, costs, and expenses unique to the City secondary irrigation system or caused exclusively by the secondary system.

2.2.4 The delivery of water should be consistent with the intent of the secondary irrigation master plan, which is in part to provide for the coordinated delivery of SVP and Canal Company water within City and the Canal Company service area.

2.3 The Coordination Committee will also recommend practices, policies, and procedures that will:

2.3.1 Provide effective and early notice to Canal Company regarding developments and annexations within City that may encroach on water delivery systems; and

2.3.2 Require the equitable improvement and protection of Canal Company water delivery systems by developers to mitigate the impacts of encroachment and improve the delivery and utilization of SVP and Canal Company water. To the extent it may lawfully do so, City shall preserve all Canal Company easements and obtain new easements necessary for Canal Company to meet its water delivery obligations.

2.4 The Canal Company shall have no obligation to deliver SVP and Canal Company water into the City secondary irrigation system except in a manner consistent with the secondary irrigation master plan, this Agreement, federal regulations and contracts for the delivery of Strawberry Valley Project water, and the Canal Company articles of incorporation and bylaws.

2.5 Any disputes between City and Canal Company regarding this Agreement or water delivery by Canal Company into the City secondary water system may at the request of either Party be referred to the Committee for its recommendation. No court action may be filed by either Party regarding the subject matter of this Agreement unless the dispute shall have first been referred to the Committee for its recommendation. The recommendation of the Committee shall not be binding on the Parties unless the Parties agree in writing, whether before or after submission to the Committee, that the Committee recommendation shall be binding.

3. TRANSFER OF WATER SHARES FOR USE IN THE CITY SECONDARY IRRIGATION SYSTEM

City has adopted ordinances which require the transfer of the right to use water to City to meet the water demands created by each new land development. One intent of the ordinances and the secondary irrigation master plan is to set a framework for meeting the described criteria for approval of SVP and Canal Company water share transfers so that transfers can be made and the water from those shares can be delivered into the City secondary irrigation system in a timely, cost effective, and predictable manner.

3.1 Upon approval of this Agreement by the Parties, City will make all arrangements for delivery of irrigation water into the City secondary irrigation system, and assume all costs of delivery for said delivery.

3.2 Upon request from City made by delivering the form attached hereto as Exhibit "B", the Canal Company will act reasonably and timely to determine whether the transfer of any Canal Company shares can be properly made and City can thereby receive delivery of water from the shares upon transfer.

3.3 The Canal Company will not be obligated to approve such transfers if the forms are not complete or properly executed, or the share ownership is not consistent with Canal Company records, articles of incorporation, and bylaws. The Canal Company may, after good faith consultation with City, require the Developer(s)/Landowner(s) to:

3.3.1 Pay reasonable fees to cover estimated actual direct and indirect administrative costs of reviewing and approving the transfers;

3.3.2 Provide adequate proof of title; and

3.3.3 Defend and indemnify City and the Canal Company from losses and claims resulting from Canal Company acceptance of or compliance with such transfers.

3.4 If there is a time during which there is SVP and Canal Company water surplus to the demand made by the water users in the City secondary irrigation system, City may, upon prior arrangement with the Canal Company, supply such excess water at a nominal fee to the Canal Company so that the Canal Company may lease the use of such water to other water users for use on lands under the Canal Company system. The intent of this arrangement is to assure and allow full beneficial use of SVP and Canal Company water, while assuring proper compensation to City for costs. The Canal Company shall require, unless otherwise agreed by City, that any person leasing such water shall pay an amount sufficient to pay all assessments and other costs

so as to hold City and the Canal Company harmless from costs associated with supplying that water.

4. ASSESSMENTS, COST OF DELIVERY.

4.1 The Canal Company will assess City an equitable assessment, based upon the cost of service and necessary reserves and actual costs associated and specific to the water identified in htis agreement. In the event that water and water delivery specific to this agreement causes increased financial burden to the Canal Company over and above the current assessments due to urban encroachment, operation and delivery, a separate rate structure will apply. If necessary, the Canal Company shall submit a delivery cost analysis in the event of disputed assessments with the City, which shall be prepared by an independent firm capable of such analysis.

4.2 The Canal Company may also charge City such other necessary and reasonable additional costs as may be necessary to deliver SVP and Canal Company water into the secondary irrigation system. Any dispute whether costs charged are reasonable and necessary shall upon request from either party be referred to the Committee.

5. DELIVERY POINTS, CONTRACTS

City may request delivery points where it intends to receive delivery into its secondary water system of SVP and Canal Company water.

5.1 Upon receipt of such requests, Canal Company will approve delivery points that are, in its reasonable discretion:

5.1.1 Consistent with

A. Utah law, SVP and Canal Company water rights, articles of incorporation and by-laws, and written rules and procedures; and

B. Canal Company contracts with the United States;

5.1.2 Provide a reasonably adequate means of serving Canal Company shareholders without damage to them; and

5.1.3 Do not impose any unmitigated additional cost, loss of water, obligation, or burdens on Canal Company or other canal companies that have contracts for the delivery of SVP water, or other Canal Company shareholders.

5.1.4 Are the subject of appropriate change applications, meet the requirements of this and other agreements between City and Canal Company.

5.2 City acknowledges that:

5.2.1 It may be required to enter into separate contracts with Canal Company or other local canal companies that have contracts for the delivery of SVP water; and

5.2.2 Such contracts may, at the reasonable discretion of the Canal Company, require that City:

A. Pay separate operation and maintenance charges and satisfy Canal Company encroachment permit or license agreement requirements; and

B. Such requirements are intended to preserve, protect, and enhance the continued agricultural uses of SVP and Canal Company water by shareholders who choose to preserve agricultural lands as part of the local economy, as well as other shareholders.

6. ASSIGNMENT LIMITED - SUCCESSORS AND ASSIGNS OBLIGATED.

The provisions of this Agreement shall apply to and bind the successors and assigns of the Parties, but no assignment or transfer of this Agreement or any right or interest therein shall be valid until approved in writing by all Parties.

7. GOVERNING LAW.

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

8. ENTIRE AGREEMENT.

This Agreement and the documents incorporated into it by reference shall constitute the entire agreement among the Parties concerning the delivery of SVP water on SVP lands within City. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. This Agreement cannot be amended, altered, or modified in any manner except by a written amendment signed by each of the Parties.

9. NO WAIVER.

No failure by City or Canal Company to insist upon the strict performance of any covenant, duty or term and condition of this Agreement, or to exercise any rights or remedies following a breach thereof shall constitute waiver of any such breach. Either Party may, by notice delivered to the other party, waive any of its rights or any conditions to its obligations hereunder, or any covenant or duty of the other Party, but shall be under

no obligation to do so. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, duty, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

10. ATTORNEY'S FEES.

If it becomes necessary to enforce this Agreement, whether by litigation or other lawful dispute resolution process, each party in default shall be required to pay to the party not in default, in addition to all the sums that either party shall be called upon to pay, a reasonable attorneys fee and other costs of enforcement.

11. RIGHTS AND REMEDIES.

The rights and remedies of the Parties hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. The Parties confirm that damages at law may be an inadequate remedy for breach or threatened breach of any provision hereof and that the respective rights and obligations of each party hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law by statute or otherwise of the parties hereto aggrieved as against another party for a breach or threatened breach of any provision hereof.

12. PARAGRAPH HEADINGS.

The titles to the paragraphs of this Agreement are solely for convenience and shall not be construed to explain, modify, simplify, or aid in the interpretation of the provisions of the Agreement.

SPANISH FORK CITY:

By: Joe L Thomas, Mayor

Attest:

Kimberly Robinson, City Recorder

EAST BENCH IRRIGATION COMPANY:

By:_____
Fred Vincent, President

Attest:

J. Merrill Hallam, Secretary

MEMO

To: Mayor and Council
From: S. Junior Baker
Date: 1 April 2009
Re: Carnival Contract

On the City Council agenda, for April 7, is an item to approve a contract for the Fiesta Days carnival. The contract was placed out for bid this year. A number of payment options were allowed, with the preferred option being a percentage of gross revenues, less sales tax. A new company had the most attractive offer, at 20% of the gross revenues, less sales tax. The company is Midway West, from Arizona. They have been in the area before, as they did the carnival for the Utah County Fair last summer.

The Fiesta Days committee and the city special events coordinator recommend adoption of this contract. It for one year. If the City is pleased with the carnival, the City has the option to renew it for an additional three years.

FIESTA DAYS CARNIVAL CONTRACT

THIS AGREEMENT made and entered into this 7th day of April, 2009, by and between MIDWAY WEST AMUSEMENTS INC., an Arizona corporation, hereinafter called "MIDWAY WEST" and SPANISH FORK CITY, a Utah municipal corporation, hereinafter called "CITY".

In consideration of the covenants and considerations contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. MIDWAY WEST agrees to present a carnival attraction in July 2009 in conjunction with "Fiesta Days" an annual celebration conducted by CITY. MIDWAY WEST shall open the carnival on Wednesday, July 22, 2009 and operate the carnival each day through Saturday, July 25, 2009.
2. CITY has the option to extend this contract for an additional three years. If so extended, the dates for 2010 shall be July 21st through 24th, the dates for 2011 shall be July 21st through 25th, excluding Sunday the 24th, and the dates for 2012 shall be July 20th through 24th, excluding Sunday July 22nd. CITY must give notice of its intent to extend on or before August 31, 2009.
3. CITY shall provide a location for the carnival on the City parking lot west of the Spanish Fork City offices at 40 South Main in Spanish Fork, Utah, provided that in no event shall Carnival rides or attractions completely block or prohibit the passage of traffic upon any regularly dedicated public street or highway. MIDWAY WEST agrees to contact the Spanish Fork Police Department, patrol division lieutenant (801-804-4700), no later than two (2) weeks prior to the event to notify of the proposed partial closing of Center Street.
4. MIDWAY WEST shall obtain and pay for all permits, licenses, and other local amusement taxes or use fees which MIDWAY WEST may be required to carry on any and all of its operations in connection with the carnival, with the exception of any such fees or taxes owing to CITY, which shall be waived. MIDWAY WEST shall obtain a Utah State Tax Commission special events tax number. CITY shall obtain and pay for the cost of the portable restroom facilities and trash removal. CITY agrees to provide regular police patrols through the inside and outside of the carnival area during hours of operation and to provide regular police patrols around the perimeter of the carnival

area after hours of operation.. MIDWAY WEST shall furnish the necessary electricity for the carnival's operations from its own generators, and CITY shall furnish drinkable water for the food concessions.

5. MIDWAY WEST shall operate a minimum of fifteen amusement rides, and a maximum of fourteen game/food/drink concession booths. MIDWAY WEST will be given exclusive rights to sell corn dogs, cotton candy and candied apples during the Fiesta Days celebration. The above rides and booths shall be in operation no later than 4:00 p.m. each day. MIDWAY WEST has the option to open any or all of the rides and booths as early as 10:00 a.m. All rides and booths are to close by 10:00 p.m. each day, except the 24th, when they may remain open until 11:00 p.m. (in the event the 24th is on a Sunday, the rides and booths may remain open until 11:00 p.m. on the 25th). The opening night shall be deemed "Family Night" or "Dollar Night" and all rides are to cost no more than one dollar. MIDWAY WEST agrees to donate to CITY 2500 tickets to be distributed to children participating in the children's parade. CITY shall only distribute one ticket per child. Any left over tickets may be distributed to special needs children.
6. MIDWAY WEST shall pay to CITY, on an annual basis, a base rate of \$1,400.00, plus twenty percent (20%) of gross ticket sales, less applicable sales tax. An advance payment of \$7,500.00 shall be due after July 1, but before July 10 of each year this contract is in effect. The balance of the payment due, along with a ticket sales report shall be available at the end of the carnival exhibition. Should the report and monies not be picked up at that time, then they will be mailed the following week. CITY agrees to assist MIDWAY WEST with advance sales through CITY'S online ticket sales related to the Fiesta Days celebration. CITY may retain its twenty percent earnings prior to remitting the balance to MIDWAY WEST. CITY has the right to inspect the books and records of MIDWAY WEST as it relates to this event in order to audit ticket sales. MIDWAY WEST shall keep accurate records, including total ticket sales, and the dates of sale, since opening day costs are different than the other days. MIDWAY WEST has reciprocal rights against CITY concerning the advance online sales conducted by CITY.
7. MIDWAY WEST agrees to indemnify and hold CITY, its elected officials, appointed officials, employees, agents and volunteers, harmless from any claim by any person or entity for any harm

arising from or related to the operation of the carnival, maintenance of operation of carnival equipment, or conduct of carnival employees. MIDWAY WEST agrees to provide event and/or public liability insurance and workers' compensation insurance relating to the operation of the said carnival. Said public liability insurance shall have at least a \$3,000,000.00 combined single limit coverage with a company licensed to do business in the State of Utah and holding a rating of "A" or better as indicated in Best's Insurance Reports. MIDWAY WEST *agrees to provide a certificate of insurance each year not less than 30 days before the date scheduled for operation during the Fiesta Days celebration for approval by CITY, indicating that appropriate insurance policies are purchased and in effect as of the proposed dates of operation.* Any insurance policy shall contain necessary language to provide that CITY shall be notified if such policy is canceled prior to or during the dates of operation within Spanish Fork City. In the event of such cancellation for any reason, MIDWAY WEST agrees to immediately cease operation within Spanish Fork City. The insurance shall list the following as additional insureds on the certificate of insurance:
"Spanish Fork City, its elected officials, appointed officials, employees, agents and volunteers."

8. MIDWAY WEST shall have exclusive control of management and operations of all rides, games, and food concessions affiliated with their carnival, but not the concessions otherwise associated with Fiesta Days..
9. MIDWAY WEST shall have the responsibility of clean up on a regular basis, but in no event less than once every day at closing time. MIDWAY WEST will leave carnival area in as clean and good of condition as they found it. MIDWAY WEST will provide a street sweeper to sweep the area and the street where the carnival is located, at the end of the event. MIDWAY WEST shall be allowed access to the area of the carnival one day prior to its start for set up, and one day after its close for take down and clean up. MIDWAY WEST shall obtain criminal history reports on all employees employed at the Fiesta Days celebration. These may be obtained at the time of hiring, and at least annually thereafter. MIDWAY WEST shall provide proof of the criminal histories to the Spanish Fork Police Department, patrol division lieutenant, prior to their arrival to set up for the carnival.
10. CITY agrees that it shall not contract with any other agency or entity to

provide rides, games, candy cotton, corn dogs, or candied apples during the Fiesta Days celebration, nor for the sixty days prior thereto.

11. CITY shall not hold MIDWAY WEST liable for damages or otherwise responsible in any way if MIDWAY WEST is prevented from exhibiting, playing or operating any of this carnival exhibition by reason of Act of God, riot, strike, fire weather, illness, war, lockout, energy shortages, or illegality.
12. In the event a legal action is instituted by reason of breach of this Contract, the party in whose favor final judgment is entered shall be entitled to recover from the other party a reasonable attorney's fee as fixed by the court entering the final judgment.
13. Notices required by this Contract, including remitting of any monies due, shall be sent, United States Postal Service, First Class Mail, postage prepaid, to the party and address set forth below.

Executed in duplicate on the date written above.

MIDWAY WEST AMUSEMENTS INC. by:

NATHAN JENSEN, President
13618 NORTH 99TH AVENUE STE 809
SUN CITY, ARIZONA 85351-2813

SPANISH FORK CITY by:

JOE L THOMAS, Mayor
40 SOUTH MAIN
SPANISH FORK, UTAH 84660

Attest:

Kimberly Robinson, Recorder

ADVERTISING INSERTION AGREEMENT

This agreement is entered into this _____ day of _____, 2009, by and between, **Spanish Fork Community Network** and Ad Systems, Inc. [ASI].

Ad Systems, Inc. [ASI] having its principal place of business at 6170 South 380 West, Suite #150, Murray, Utah 84107.

In consideration of the terms and conditions of the agreement, the parties agree to:

1 . Appointment of ASI.

- 1.1 **Appointment.** **Spanish Fork Community Network** appoints **ASI** who agrees to serve as the **Spanish Fork Community Network** exclusive ad inserter and cable television advertising sales distributor for **Spanish Fork Community Network's** system's with respect to the cable capacity and channel line-up.
- 1.2 **Responsibilities as Ad Inserter.** As Ad Inserter, **ASI** shall have the responsibility to collect advertising content from advertisers, and ad agencies, and to insert these advertising spots into **Spanish Fork Community Network** programming feeds for the capacity described in Exhibit A. **ASI** will provide equipment to supply eight channels at a time.
- 1.3 **Play Times.** **ASI** further agrees that it will schedule time-sensitive spots provided by advertisers in a manner that these spots will play within three (3) days of receipt by **ASI** of the spots and their associated schedule.
- 1.4 **Support.** **Spanish Fork Community Network** shall provide **ASI** with a high-speed internet connection with a static IP address, with supervised access to its facilities (during normal business hours) & other reasonable support shall be provided by **Spanish Fork Community Network** as may be required to enable **ASI** to install and maintain its equipment in proper working order. **(Its equipment means that the insertion hardware provided & owned by ASI will remain the property of ASI & any upgrades and maintenance will be the responsibility of ASI.)**
- 1.5 **Responsibilities as Sales Distributer.** As cable television Sales Distributer, **ASI** shall have responsibility to sell advertising time to advertisers, collect for time provided, and pay proportional **Spanish Fork Community Network** proceeds to as described in this Agreement. In support of that function, **Spanish Fork**

Community Network shall have responsibility to maintain and cablecast the network programming delivered for which networks' advertising has been sold, and provide quarterly occupancy figures to **ASI** for purposes of advertising pricing and sales, also as described in this Agreement. **ASI** shall be responsible for managing the risks, with the advertisers, of unanticipated changes in programming by the networks.

1.6 Use of Spots. **ASI** will provide **Spanish Fork Community Network** access to 10% of the spots available at no charge on the networks chosen for insertion to be used for self-promotion. These spots will be designed and used exclusively for the purposes of promoting **Spanish Fork Community Network** and its related activities, programs and services.

1.7 Review of Content. **ASI** agrees to monitor the advertising content to assure that the ads meet Requested system specifications. Spots containing anything deemed inappropriate by **Spanish Fork Community Network**, will be revised to the satisfaction of the system, or will not be played. **ASI** will schedule self-promotional spots provided, and supply a monthly 'As Run Report' indicating the times and networks on which the spots are played.

2. Term and Transitions

2.1 Term. The term of this agreement shall commence at 8 a.m. on _____ day of _____, 2009 and shall be for a period of Five (5) years.

2.2 Ending Term. If **ASI** is not achieving a \$2.00 gross per month Subscriber minimum at the 1 year anniversary date, **Spanish Fork Community Network** has the option to termination the contract. If either **ASI** or **Spanish Fork Community Network** fails to function within the terms of this agreement, either party may terminate this agreement by giving ninety (90) days notice of the contract violations.

2.3 Ending Transition. **ASI** shall not sell any advertising commitments past the termination date, without **Spanish Fork Community Network's** written consent. If this contract is not renewed, then sixty (60) days before the ending date, the parties will meet to plan a transition of advertising services from **ASI**.

- 2.4 **Ownership Transition.** If ownership of this system transitions during the life of this agreement, ASI reserves the right to move in transition with the new ownership for the life of this agreement.

3. Revenue Shares and Payment Schedules

Revenue Shares. ASI shall pay to Spanish Fork Community Network 40% of Net Sales generated from national advertising sales clients. 70% net ad split (for local sales) for Spanish Fork Community Network if they do their own local sales. [Net Sales is defined as being Gross Sales less any agency commission, and/or less any rep firm commission.]

- 3.1 **Payment Schedules.** Payments made to Spanish Fork Community Network outlined in this agreement, shall be paid by ASI sixty (60) days after revenue is received for commercials played. Thus, payments made in March relate to applicable revenue recognized by ASI in January.

- 3.3 **Indemnification.** ASI agrees to indemnify, defend and hold harmless Spanish Fork Community Network and its elected officials, officers, employees, managers, agents, representatives and property owners, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation which arise from any action, inaction, negligence, willful conduct or misconduct, of ASI or its employees, agents or subcontractors in the performance of this Agreement, or from the installation, operation, use, maintenance repair, removal or presence of ASI equipment and property at the Spanish Fork Community Network facilities.

- 3.4 **Insurance** ASI shall carry commercial insurance at a minimum, Comprehensive General Liability Insurance Coverage, including premises/operations coverage, bodily injury, property damage, and independent contractors liability, in a combined single limit of not less than one million dollars (\$1,000,000) per occurrence, subject to one million dollars (\$1,000,000) aggregate. This policy shall list Spanish

Fork Community Network as an additional insured and shall provide that it will be the primary coverage.

**Mike Heil; CEO
Ad Systems Inc.
Mailing address:
Attn: Stephen Spencer
4945 S. Sommet Drive
Salt Lake City, UT 84117**

**Spanish Fork Community Network
Attn: John Bowcut
40 South Main
Spanish Fork, Utah 84660**

**Signature _____
Date _____**

**Signature _____
Date _____**

EXHIBIT A

Available Networks

Service	Satellite	Transponder	Encoding Type	Receiver Type	Digital
1. A&E					
2. CNN					
3. DISC					
4. ESPN					
5. ESPN2					
6. Fox News					
7. Fox Sports					
8. FX					
9. HGTV					
10. LIFE					
11. NICK					
12. SCFI					
13. TBS					
14. TLC					
15. TNT					
16. USA					

ASI or Spanish Fork Community Network may agree to add or subtract channels from this exhibit A from time to time. All such changes must be agreed to in writing by both sides.

**2009 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
INTERLOCAL AGREEMENT**

This Agreement is made and entered into this _____ day of _____, 2009, by and between ALPINE CITY, AMERICAN FORK CITY, LEHI CITY, OREM CITY, PAYSON CITY, PLEASANT GROVE CITY, PROVO CITY, SPANISH FORK CITY, SPRINGVILLE CITY and UTAH COUNTY, hereinafter referred to as COUNTY, all located within of Utah County, State of UTAH, and all collectively referred to as the PARTIES, WITNESSETH:

WHEREAS, this Agreement is made under the authority of Sections UCA 11-13-101 *et. seq.*; and

WHEREAS, the PARTIES, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, the PARTIES find that the performance of this Agreement is in the best interests of all PARTIES, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the PARTIES agree to receive funds from the JAG award for the Law Enforcement Program as provided herein; and

WHEREAS, the PARTIES believe it to be in their best interest to reallocate JAG funds as provided herein.

NOW THEREFORE, the PARTIES agree as follows:

Section 1.

Contingent upon the receipt of JAG grant funds, COUNTY agrees to pay JAG funds as follows to the PARTIES to this agreement:

UT	ALPINE CITY	Municipal	\$16,835
UT	AMERICAN FORK CITY	Municipal	\$34,418
UT	LEHI CITY	Municipal	\$26,187
UT	OREM CITY	Municipal	\$71,828
UT	PAYSON CITY	Municipal	\$18,331

UT	PLEASANT GROVE CITY	Municipal	\$24,317
UT	PROVO CITY	Municipal	\$200,521
UT	SPANISH FORK CITY	Municipal	\$19,079
UT	SPRINGVILLE CITY	Municipal	\$34,792
UT	UTAH COUNTY	County	\$31,425

Section 2.

Contingent upon the receipt of JAG grant funds, the PARTIES agree to use the received JAG funds for the Law Enforcement Program until 9/30/2013.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against the PARTIES other than claims for which liability may be imposed by the Utah Governmental Immunity Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Utah Governmental Immunity Act.

Section 5.

The PARTIES to this agreement will be responsible for their own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by any other party.

Section 6.

The PARTIES to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the PARTIES do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 8

This Agreement shall continue for four years or until all grant funds are disbursed and accounted for, whichever is earlier.

Section 9

This Agreement is entered into to allocate JAG grant funds between the PARTIES.

Section 10

The PARTIES do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Interlocal Cooperation Agreement. Pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, the governing body of COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The PARTIES agree to comply with, and provide COUNTY with any and all information, data, and reports necessary to comply with JAG grant reporting, auditing and tracking requirements. The PARTIES further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the PARTIES. COUNTY agrees to keep all books and records in such form and manner as necessary and further agrees that said books shall be open for examination by the PARTIES at reasonable times. All records created or received by COUNTY in performance with this Agreement shall be COUNTY records. The PARTIES agree that no joint real or personal property will be acquired, held, or disposed of as part of this Agreement.

Section 11

This Agreement shall be financed and is contingent upon the receipt of JAG grant funds sufficient to satisfy the obligations contained herein.

Section 12

The Chief Executive Officer of the PARTIES shall be authorized to execute this agreement. Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the official keeper of records of the PARTIES, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 13

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

Section 14

If any term or provision of this 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 15

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 and applicable Federal laws, rules and regulations.

Section 16

This is the entire agreement between the PARTIES and supercedes and replaces all prior understandings or agreements between the PARTIES for the allocation of the JAG funds referred to herein.

Section 17

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

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

**BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH**

By: _____
LARRY A. ELLERTSON, Chairman

ATTEST:
BRYAN E. THOMPSON
Utah County Clerk/Auditor

By: _____
Deputy Clerk/Auditor

REVIEWED AS TO PROPER FORM AND

COMPLIANCE WITH APPLICABLE LAW:
JEFFREY R. BUHMAN
Utah County Attorney

By: _____
Deputy Utah County Attorney

ALPINE CITY

Mayor

ATTEST: _____
CITY RECORDER

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

CITY ATTORNEY

AMERICAN FORK CITY

Mayor

ATTEST: _____
CITY RECORDER

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

CITY ATTORNEY

LEHI CITY

Mayor

ATTEST: _____
CITY RECORDER

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

CITY ATTORNEY

OREM CITY

Mayor

ATTEST: _____
CITY RECORDER

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

CITY ATTORNEY

PAYSON CITY

Mayor

ATTEST: _____
CITY RECORDER

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

CITY ATTORNEY

PLEASANT GROVE CITY

Mayor

ATTEST: _____
CITY RECORDER

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

CITY ATTORNEY

PROVO CITY

Mayor

ATTEST: _____
CITY RECORDER

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

CITY ATTORNEY

SPANISH FORK CITY

Mayor

ATTEST: _____
CITY RECORDER

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

CITY ATTORNEY

SPRINGVILLE CITY

Mayor

ATTEST: _____
CITY RECORDER

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

CITY ATTORNEY

RESOLUTION NO. 09-05

ROLL CALL

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

I MOVE this resolution be adopted: Councilman

I SECOND the foregoing motion: Councilman

RESOLUTION 09-05

A RESOLUTION PROCLAIMING ARBOR DAY

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and

WHEREAS, 2009 is the 137th anniversary of the holiday and Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut

heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewal resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of our business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and,

WHEREAS, Spanish Fork City has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting practices

NOW, THEREFORE, I, Joe L Thomas, Mayor of the City of Spanish Fork, do hereby proclaim Friday, April 24th, 2009 as Arbor Day in the City of Spanish Fork, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

This resolution adopted this 7th day of April, 2009, by the City Council of Spanish Fork City, Utah.

JOE L THOMAS, Mayor

ATTEST:

KIMBERLY ROBINSON, City Recorder

SPANISH FORK CITY
Staff Report to City Council



Agenda Date:	April 7, 2009
Staff Contacts:	Dale Robinson, Bill Bushman
Reviewed By:	Junior Baker
Subject:	Public Safety Building Custodial Contract

Background Discussion:

Kay Thomas-Perkins contacted us looking for some work opportunities that she could utilize for a Nebo School District sponsored program called UTCB (Utah community based transition). This program allows kids who are challenged mentally and some physically to learn work skills in a regular work setting. We have had some challenges with the custodial work being performed at the Public Safety Building and since Kay is a long standing member of the volunteer ambulance crew we decided this would be a great partnership. The program will provide excellent custodial services at a reduced rate for the City. These kids will be under adult supervision. The contract will be with Nebo School District and will operate on a month to month basis as long as both parties are satisfied. Service will be provided year round.

Budgetary Impact:

This would reduce the cost of custodial services at that location \$900 per year.

Alternatives:

Continue to work through private contractors to provide the service.

Recommendation:

Staff recommends that we enter into this contract. It provides a great community service as well as saves the City money. The City will also receive better custodial service.

Attachments:

The contract was with the Nebo School District Attorney at the time council packets were put together. It will be forthcoming.

ORDINANCE NO. 03-09

ROLL CALL

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

I MOVE this ordinance be adopted: _____

I SECOND the foregoing motion _____

ORDINANCE No. 03-09

**AN ORDINANCE CREATING A PRESSURIZED IRRIGATION WATER UTILITY
AND REQUIRING BACKFLOW PREVENTION DEVICES ON THE CULINARY
WATER SYSTEM**

WHEREAS, Spanish Fork City operates and maintains a culinary water system to provide drinking water to the residents of the city and also operates and maintains a pressurized irrigation water system which provides non-culinary water to the residents for outdoor usage ; and

WHEREAS, the installation and maintenance of a pressurized irrigation water system relieves the pressure on the culinary water system, and prolongs the life of the culinary water system without the necessity of adding new sources or storage facilities; and

WHEREAS, the City operated and maintained pressurized irrigation water system allows

the City to more efficiently make use of available surface water, including CUP and SVP water ;
and

WHEREAS, the pressurized irrigation water system allows for the use of surface water without the necessity of treating the water, a very expensive process; and

WHEREAS, in order for the process to work effectively and efficiently, pressurized irrigation water utility needs to be established, with appropriate rules and regulations applicable to both culinary and pressurized irrigation water systems;

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

I.

Spanish Fork Municipal Code §13.28.085, entitled “Backflow Prevention Devices” is hereby created as follows:

13.28.085 Backflow Prevention Devices.

A. It shall be unlawful, at any location supplied with water from the city culinary water distribution system, to do any of the following:

1. To install or use any physical connection or arrangement of piping or fixtures which may allow any fluid or substance not suitable for human consumption to come in contact with water in the city culinary water distribution system;
2. To install any connection arrangement, or fixtures, without using a backflow prevention device or assembly designed to prevent any fluid or other substance to come in contact with water in the Spanish Fork City culinary water distribution system. Any such device or assembly must be approved for installation by the Spanish Fork City Engineer, or his/her representative, with respect to each

application;

3. To install any backflow prevention device or assembly which is not installed as required by the version of the International Plumbing Code in effect of the time of installation.

B. Employees of Spanish Fork City shall have the right to enter any place which is plumbed with water from the city culinary distribution system to conduct a hazard survey or any other examination or test reasonably necessary for the enforcement of this section.

C. Any user of water installing a backflow prevention device or assembly shall pay all costs for installation and testing.

D. Backflow prevention devices or assemblies required by this section shall be tested at least once a year by a technician certified by the Utah State Bureau of Drinking Water Committee. Test results shall be furnished to the water department of the City and the Utah State Bureau of Drinking Water and Sanitation.

E. Water service may be discontinued to any user who is found in violation of this section and who fails to take corrective action within ten days after violation notification, except that water service may be discontinued immediately if a threat to the water supply exist.

F. Any person who violates the provisions of this section shall be civilly liable to Spanish Fork City, or to third persons suffering damage, for all damages proximately caused by said violation.

II.

Spanish Fork City Municipal Code Title 13 Chapter 30 entitled Pressure Irrigation Water Service is hereby enacted as follows:

CHAPTER 13.30 PRESSURE IRRIGATION WATER SERVICE

13.30.010 Pressure Irrigation Water Service.

The City shall provide pressurized irrigation water service to its residents and businesses. This water is not treated and is not to be used for any culinary purpose, but is for outdoor watering use only. The City Council may enact policies necessary for the management and control of the system.

13.30.020 Rates and Fees.

The City Council may establish rates and fees for use of the pressurized water irrigation system. The connection fees and usage rates may be set by resolution of the City Council, or may be set as part of the City's annual budget approval process.

13.30.030 Billing-Delinquent-Discontinuance of Service.

- A. The City shall furnish to each user or mail or leave at his/her place of residence or usual place of business a statement, written thereon the amount of pressurized irrigation water service charge assessed against him/her, once each month, or such other regular interval as the City Council shall direct.
- B. Said statement shall separately specify the amount of the bill for the pressurized irrigation water used and the place of payment and date due. If any person fails to pay the water charges within thirty (30) days of the date due, the City shall have the authority to direct that all pressurized irrigation water service to the premises involved be discontinued.
- C. Before said pressurized irrigation water service to said premises shall again be provided, all delinquent pressurized irrigation water charges must have been paid to the City, together with such extra charge for turning the water on and off and

late fees as the City Council may have established by resolution or budget.

13.30.040 Unauthorized Use.

- A. It is unlawful for any person, after the pressurized irrigation water has been turned off from his/her premises for nonpayment of these charges or other violation of the rules and regulations pertaining to the pressurized irrigation water supply, to turn on or allow the water to be turned on or used without authority.
- B. It shall be unlawful for any person, whether by himself, family, servants, or agents, to utilize the pressurized irrigation water system without paying therefore, as herein provided or, without authority, to open any stopcock, valve, or other fixtures attached to the system of pressurized irrigation water supply unless it is done pursuant to proper applications, agreement, or resolution. It shall be unlawful to injure, deface, or impair any part or appurtenance of the pressurized irrigation water system.
- C. It is unlawful for any person to use or obtain pressurized irrigation water services from the premises of another without the express permission of the other.

13.30.050 Service Pipes-Maintenance.

- A. All water pipes from the city main to the pressurized irrigation water valve, located at near the property line, shall be maintained by the City. Pipes beyond the valve are service pipes and the responsibility of the customer.
- B. All users of pressurized irrigation water service shall keep their service pipes and connections and other apparatus in good repair and protected from frost at their own expense.
- C. All service and other pipes used in conjunction with the pressurized irrigation

water services of the City shall be of such material, quality, and specifications as the City Engineer may from time to time provide, and shall be installed in accordance with the Construction and Development Standards of the City.

- D. No cross connections with the culinary water system shall be allowed. Any person cross connecting the pressurized irrigation water service with the culinary water service shall be guilty of a Class B Misdemeanor. In addition to any criminal penalty, such person shall also be subject to termination of all water service (culinary and pressurized irrigation) from the City and shall be responsible for the costs of disinfecting the City's culinary water system, together with all other costs incurred by the City as a result of the cross connection.

13.30.060 Connection Required.

All outdoor water users in the City, who have access to the pressurized irrigation water system, shall be required to connect to the system, and pay the required fees. The City Engineer may waive this requirement for any lot that has a private well which can be used for outdoor watering. Any such lot which seeks to connect to the system at a future date must pay applicable impact and connection fees in place at the time of application, and prior to connection to the system.

13.30.070 Waste Prohibited.

- A. No water user may waste water or to allow it to be wasted by imperfect stops, taps, valves, leaky joints or pipes, or to allow tanks or watering troughs to leak or overflow, or to wastefully run water from hydrants, taps, hoses, stops, or other apparatus, or to use the water for purposes other than for those which he/she has paid, or to use the water in violation of the rules and regulations for controlling

the pressurized irrigation water supply.

11-2B-080 Excessive Use.

- A. It shall be unlawful for any person to use such number of outlets simultaneously or to use such sprinklers or combinations of sprinklers or outlets as will, in the opinion of the City Engineer, materially affect the pressure or supply of pressurized irrigation water in the pressurized irrigation water system or any part thereof.
- B. The City Engineer shall, after determining that such improper use exists, notify the affected pressurized irrigation water user or the owner of the premises whereon such use occurs of such determination in writing, order such use discontinued and advise that such continued usage constitutes a violation of this part.

13.30.090 Limitations of Use.

In times of scarcity of water, whenever it shall in the judgment of the Mayor and the City Council be necessary, the Mayor shall, by proclamation, limit the use of pressurized irrigation water to such extent as may be necessary for the public good.

13.30.100 City Not Liable For Damages.

The City shall not be liable for any damage to a water service user by reason of stoppage or interruption of his or her pressurized irrigation water supply caused by scarcity of water, accidents to the water system or its mains, or which occurs as the result of maintenance and extension operations, or from any other unavoidable cause. This section shall not be construed to extend the liability of the City beyond that provided in the Utah Governmental Immunity Act.

13.30.110 Violation-Penalty.

Unless otherwise specifically provided, every person who violates any provision of this chapter is guilty of a Class C Misdemeanor.

III.

This Ordinance shall be effective thirty days after passage and publication.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK,
UTAH, this _____ day of April, 2009.

JOE L THOMAS, Mayor

ATTEST:

Kimberly Robinson, City Recorder



SPANISH FORK CITY
PUBLIC WORKS DEPARTMENT

TO: Mayor and City Council

FROM: Richard J. Heap, City Engineer

DATE: April 7, 2009

RE: Request for extension River Cove Plat E

Westfield Development has requested an extension in which to complete their improvements in River Cove Plat E. This plat was recorded on August 9, 2007. The Development Standards require that the improvements be install within one year from the date of recording. We have notified them on November 3, 2008, February 23, 2009 and again on March 23, 2009; that they need to get the improvements installed or we would call their bond. To date they have installed only a small portion of the sewer main line. Their bond expires in June 2009. We have asked that they renew their bond for an additional year to complete the improvements.

It is our recommendation that they be given the extension requested as well as renew their bond for one additional year and allow them to complete the improvements and not call the bond at this time. The Engineering Divisions is already overloaded and it would be difficult for us to get this bid out with the other priorities we have.



REPORT TO THE CITY COUNCIL AMHERST MEADOWS PRELIMINARY PLAT APPROVAL

Agenda Date: April 7, 2009

Staff Contacts: Dave Anderson, Planning Director

Reviewed By: Development Review Committee, Planning Commission

Request: Joel M. LaSalle is requesting the reapproval of the Preliminary Plat for Amherst Meadows.

Zoning: R-1-8

General Plan: Residential 2.5 to 3.5 units per acre

Project Size: approximately 10 acres

Location: 1200 South 2300 East

Background Discussion

Amherst Meadows was originally approved in 2006. Due to the configuration of the development, when the first phase was constructed the improvements were essentially completed for both the first and second phases.

For whatever reason, no plat has yet been recorded for the second phase even though the required improvements have all been installed. Given the amount of time that has lapsed since the original approval, that approval has expired. Therefore, prior to having the second phase recorded, the applicant must have both the Preliminary and Final Plats reapproved.

There are no proposed changes to the design of the plat. All of the lots contained therein conform to the City's requirements for subdivisions in the R-1-8 zone.

The Planning Commission reviewed this request in their April 1, 2009 and recommended that it be approved.

Development Review Committee

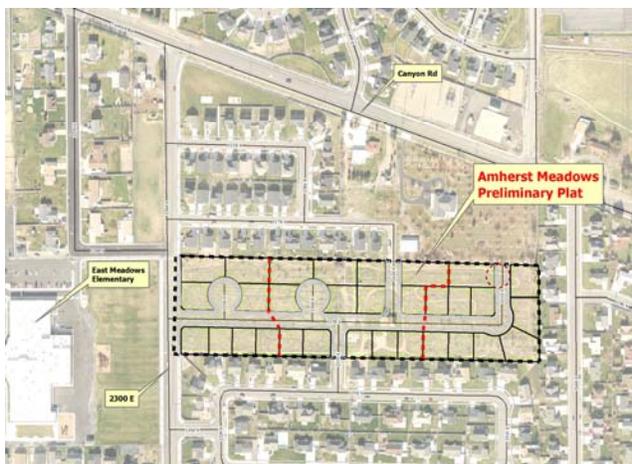
The Development Review Committee reviewed this request in their March 18, 2009 meeting and recommended that it be approved. Minutes from that meeting read as follows:

Amherst Meadows

Applicant: Joel M. LaSalle
General Plan: 4.5 to 5.5 units per acre
Zoning: R-1-8
Location: 1300 South 2300 East

Mr. Anderson said he recently met with Mr. LaSalle who was trying to help the owner of the property get the project finished.

Mr. Baum explained there were two original owners and that they wanted to develop the back of the property first (Plat B) so they had to put in the utilities and road for Plat A in order to develop Plat B. Mr. Anderson said this proposal was a re-approval of the Preliminary Plat.



Discussion was held regarding the two plats and the number of lots.

Mr. Baker **moved** to recommend that the Planning Commission **approve** the Amherst Meadows Preliminary Plat for Joel M. LaSalle with the following finding and subject to the following condition:

Finding

1. That this project is a reapproval.

Condition

1. That the applicant meet all conditions of the original approval.

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

Budgetary Impact

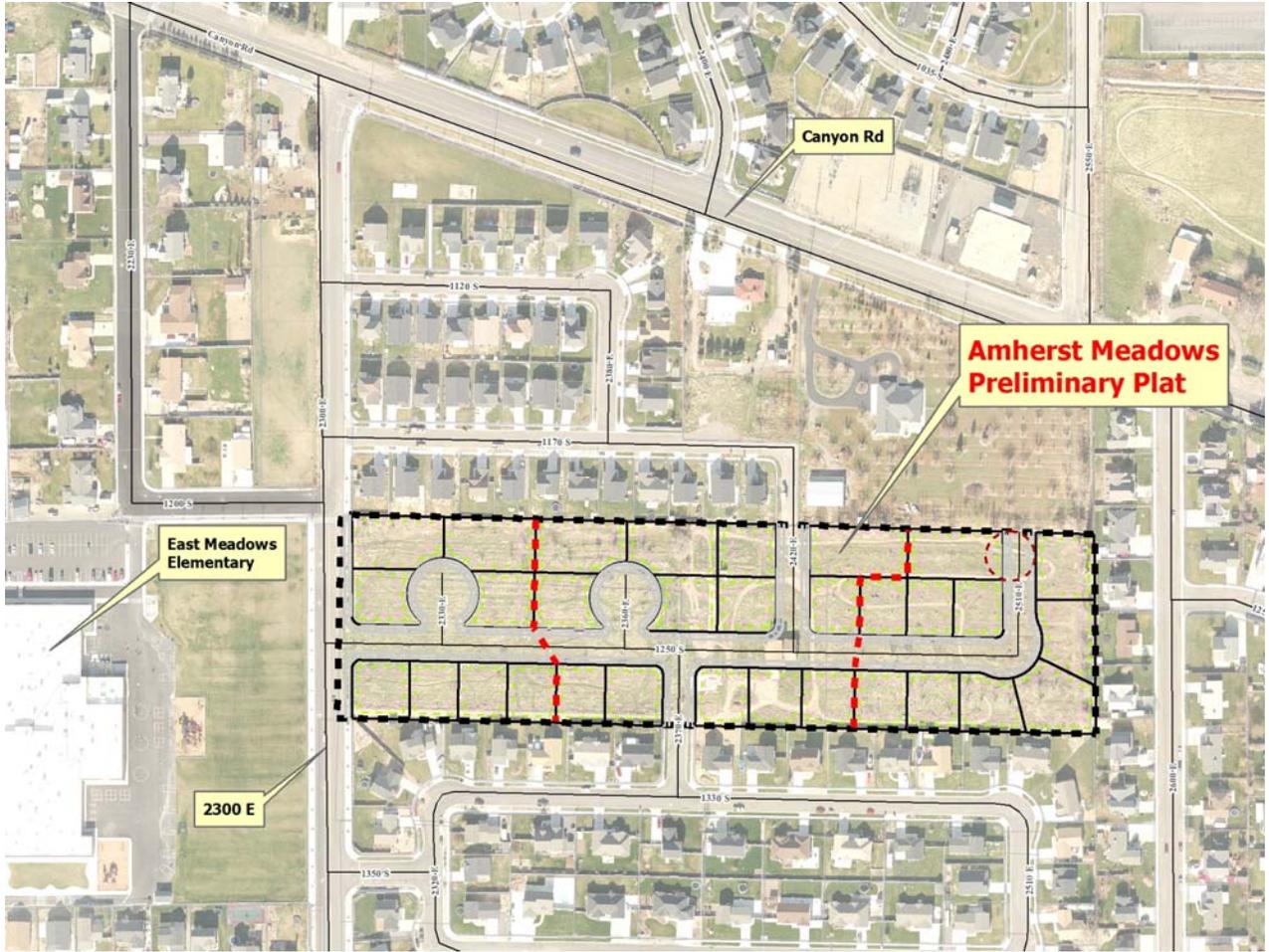
There is no immediate budgetary impact anticipated with the reapproval of this plat.

Recommendation

Staff recommends that the proposed Preliminary Plat be approved subject to the applicant meeting all of the conditions of the original approval.

Conditions of original May 16, 2006 approval:

1. That the project meet the construction and development standards.
2. That the plans show the ditch on the north side as piped.
3. That they get the redlines and phasing to the electric department so they can design the system.
4. That they provide a temporary turnaround on the lots at the end of the road to the Finley property.
5. That they construct a masonry wall on 2300 East.





REPORT TO THE CITY COUNCIL CHRISTENSEN ANNEXATION DENIAL

Agenda Date: April 7, 2009

Staff Contacts: Dave Anderson, Planning Director

Reviewed By: Development Review Committee

Request: The proposal is to annex parcels that comprise some 206 acres in the vicinity of 1900 North and 700 West.

Zoning: R-1-15 proposed

General Plan: Residential 1.5 to 2.5 units per acre

Project Size: approximately 30 acres

Number of lots: not applicable

Location: approximately 200 North 2550 East

Background Discussion

The proposed Christensen Annexation has been in process since February 12 of 2007. At this time, staff is of the opinion that it is necessary to deny this proposed annexation. Staff has made this conclusion as there has been no progress made in many months relative to the applicant meeting the conditions of approval that have become customary for annexation approvals.

Staff's recommendation comes with no prejudice towards accepting an application to annex the included properties once an applicant is prepared to meet the City's requirements. These properties are located within the City's Annexation Policy and staff acknowledges the City's hope and expectation to annex these lands at some future date.

Perhaps staff's thoughts relative to this annexation can best be summarized by saying that we don't believe this is the right time to annex these properties.

Development Review Committee

The Development Review Committee reviewed the proposed annexation on March 11, 2009. Minutes from that meeting read as follows:

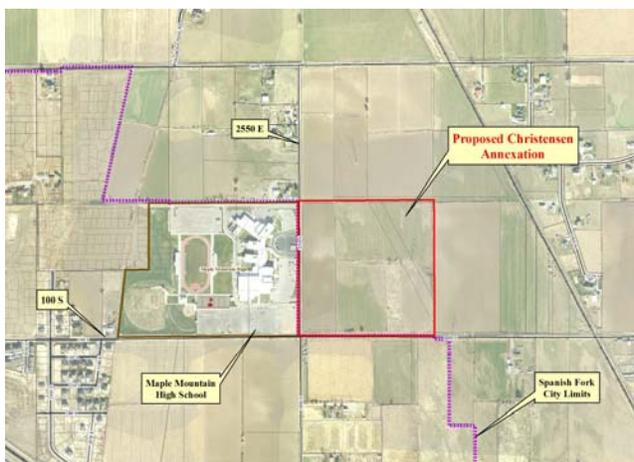
Christensen Annexation

Applicant: Jonathan Reid

General Plan: Residential 1.5 to 2.5 units per acre

Zoning: R-1-15 proposed

Location: 100 South 2550 East



Mr. Anderson said he had received an email from Jonathan Reid. Mr. Anderson explained that because the Christensen Annexation was accepted it created an opportunity for some other property owners to the west to apply for annexation. He explained that four annexation petitions were now on file and that action could not be taken on their petitions until the Christensen annexation was annexed. Due to Jonathan's comments in his email his perspective was such that due to no action there was no immediate need to annex the property within the next 30 days and that when they were ready to develop they could re-apply

but it was in the best interest of all of the parties involved if annexation were denied.

Mr. Baker explained that the petition had been pending for a year and a half and needed to come to a conclusion one way or another and that there was an annexation agreement that they had been working on that the City had certain things that had to be done. According to the email from Jonathan Reid that was received this morning he was still arguing some of the issues that the City insists on need to be there and that the Committee just recommend to the City Council that they deny the annexation to bring it to a conclusion.

Discussion was held regarding whether or not the applicant could submit a plat that would meet the annexation agreement and get it approved along with the annexation agreement, infrastructure with power, sewer, water, commercial zoning, densities and dedications, general plan amendment, timeframe and connector's agreements,

Mr. Banks **moved** to recommend that the City Council **deny** Christensen Annexation. Mr. Baker **seconded** and the motion passed all in favor.

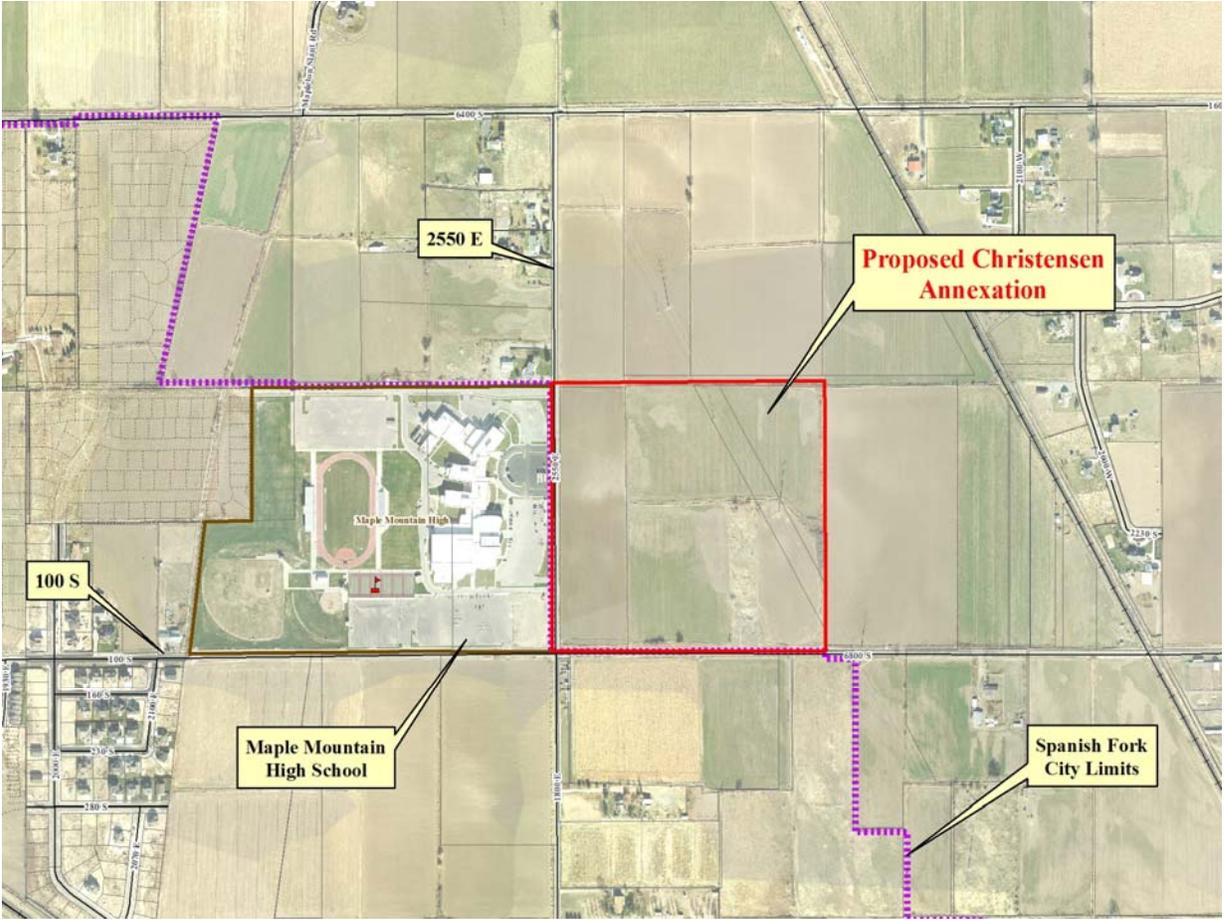
Mr. Oylar explained that if a new annexation petition were applied for that the annexation agreement still would need to be ironed out. That the annexation agreement would still apply to the new project.

Budgetary Impact

No significant budgetary impact is anticipated with the approval or denial of the proposed annexation.

Recommendation

Staff recommends that the City Council deny the proposed Christensen Annexation.





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 April 7, 2009.**

AGENDA ITEMS:

1. CALL TO ORDER:

2. MINUTES:

a. July 1, 2008

3. NEW BUSINESS:

a. Approval of North Park Contract

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.

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

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

8 Staff Present: Dave Oyler, City Manager; Seth Perrins, Assistant City Manager; Junior
9 Baker, City Attorney; Richard Heap, Public Works Director; Dale Robinson, Parks and
10 Recreation Director; Kimberly Robinson, City Recorder
11

12 Citizens Present: Joseph Pace, Taft Pace, Tyrel Long, Carol Harman, Chastity Arnold,
13 Bailee Sizemore, Shelby Kirby, Shawn Youd, James Gull, Corey Christensen, Jen
14 Allen, Lana Creer Harris
15

16 **ADJOURN TO RDA MEETING:**
17

18 Board Member Nielson made a **Motion** to adjourn to the Redevelopment Agency
19 Meeting. Board Member Davis **Seconded** and the motion **Passed** all in favor at 6:56
20 p.m.
21

22 **Minutes – RDA Minutes June 17, 2008**
23

24 Board Member Leifson made a **Motion** to approve the minutes. Board Member
25 Andersen **Seconded** and the motion **Passed** all in favor.
26

27 **ADL Agreement**
28

29 Mr. Baker explained this is the approval of an ADL for Wasatch Wind with Edison.
30

31 Board Member Andersen made a **Motion** to approve the RDA and Spanish Fork City
32 Wasatch Wind Park 2, and authorize the mayor to execute it. Board Member Nielson
33 **Seconded** and the motion **Passed** all in favor.
34

35 **Interlocal Agreement with Utah County**
36

37 Mr. Baker explained the agreement and that this is the last piece of the puzzle for
38 Spanish fork Wind Park.
39

40 Board Member Nielson made a **Motion** to approve RDA Res 08-01 a resolution of the
41 Governing Board of the Redevelopment Agency of Spanish Fork Approving and
42 Authorizing Execution of an Interlocal Agreement between the Redevelopment Agency
43 of Spanish Fork and Utah County
44

44 Board Member Davis **Seconded** and the motion **Passed** all in favor.
45

46 Board Member Leifson made a **Motion** to move out of RDA. Board Member Nielson
47 **Seconded** and **Passed** all in favor at 7:00 p.m.
48

49 ADOPTED:
50

Kimberly Robinson, City Recorder