



## AMENDED 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 May 17, 2011.**

### AGENDA ITEMS:

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

- a. Pledge, led by invitation
- b. Pleasant Grove City Royalty

#### 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. SPANISH FORK 101:

- a. Pam Jackson – Library Programs

#### 5. PUBLIC HEARING:

- a. FY 2012 City Budget
- b. \*Proposed annexation of approximately 140 acres located in the vicinity of 3300 North 1000 West.
- c. \*Proposed Amendment to Title 15, the Amendment would authorize the adoption of a Public Safety Impact Fee.

#### 6. CONSENT ITEMS:

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

- a. \* Minutes of Spanish Fork City Council Meeting – May 3, 2011
- b. \* Mapleton Sewer Agreement Amendment
- c. \* Utility Write Off of Non-Collectable Accounts
- d. \* Termination of Water Parking Agreement & Termination of Water Parking Assignment Agreement; Strawberry Water Deed
- e. \* 2011 Sanitary Sewer & Waterline Upgrades
- f. \* Streets Seal Coat Projects 2011
- g. \* Fairgrounds Building Concrete Bid & Excavation

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

Notice is hereby given that:

- In the event of an absence of a quorum, agenda items will be continued to the next regularly scheduled meeting.
- By motion of the Spanish Fork City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that Chapter.
- This agenda is also available on the City's webpage at [www.spanishfork.org](http://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 804-4530.

**7. NEW BUSINESS:**

- a. \* Lease Agreement between Spanish Fork City & Woodland Hills City
- b. \* Proposed Preliminary Plat for property located at approximately 700 West 1000 North, the proposal would create a two lot industrial subdivision.
- c. \* Proposed Preliminary Plat for property located at approximately 310 North 450 West, the proposal would reapprove a subdivision that was originally approved in 2004.
- d. \* Waiving of Fence Height Requirement as per Section 15.4.16.130.g-1 of the Spanish Fork City Municipal Code for Young Living Warehouse located at 142 East 3450 North.

**8. \*Adjourn to Redevelopment Agency Meeting**

**9. CLOSED SESSION:**

- a. Legal

ADJOURN:



# ANNEXATION

## REPORT TO THE CITY COUNCIL LINDBERGH ANNEXATION

**Agenda Date:** May 17, 2011.

**Staff Contacts:** Dave Anderson, Community Development Director.

**Reviewed By:** Development Review Committee, Planning Commission.

**Request:** Spanish Fork City proposes to annex some 140 acres located northwest of the Spanish Fork/Springville Airport.

**General Plan:** Industrial, Public Facilities and Agricultural.

**Project Size:** 142.47 acres.

**Number of lots:** Not applicable.

**Location:** 3300 North 800 West.

### Background Discussion

This proposed annexation involves approximately 140 acres located on both sides of 800 West along the northwest boundary of the Spanish Fork/Springville Airport.

The proposed lands are within the City's Growth Boundary and Annexation Declaration. Spanish Fork's primary interest in annexing these lands is providing for future expansion of the Airport. It is proposed that the lands on the east side of 800 West be zoned Industrial and that the lands on the west side of 800 West be zoned Exclusive Agricultural.

The Annexation Feasibility Report accompanies this Report.

### Development Review Committee

The Development Review Committee reviewed this proposal on April 21, 2011 and recommended that it be approved.

### Planning Commission

The Planning Commission reviewed this proposal on May 4 and recommended that it be approved. Draft minutes from that meeting read as follows:

#### Lindbergh

Applicant: Spanish Fork City  
General Plan: Public Facilities, Agricultural, Industrial  
Zoning: Agricultural, Industrial  
Location: 3300 North 800 West

Mr. Anderson said that the City was the sponsor of this annexation and explained the reasons for the annexation.

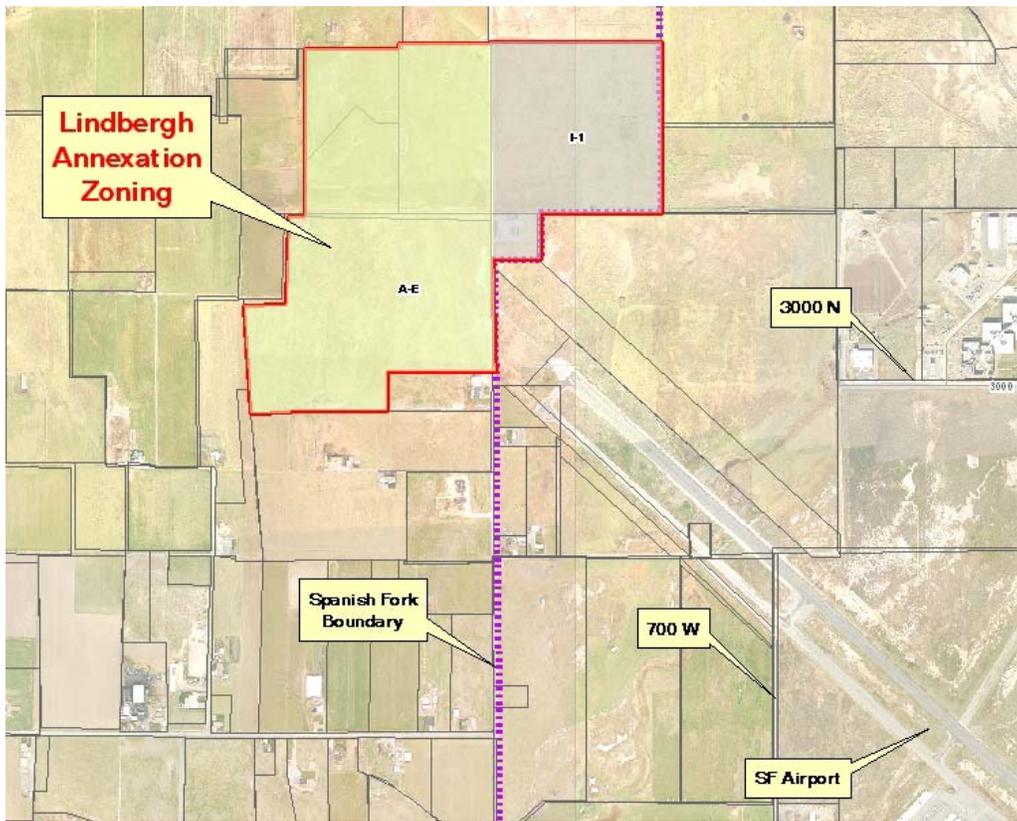
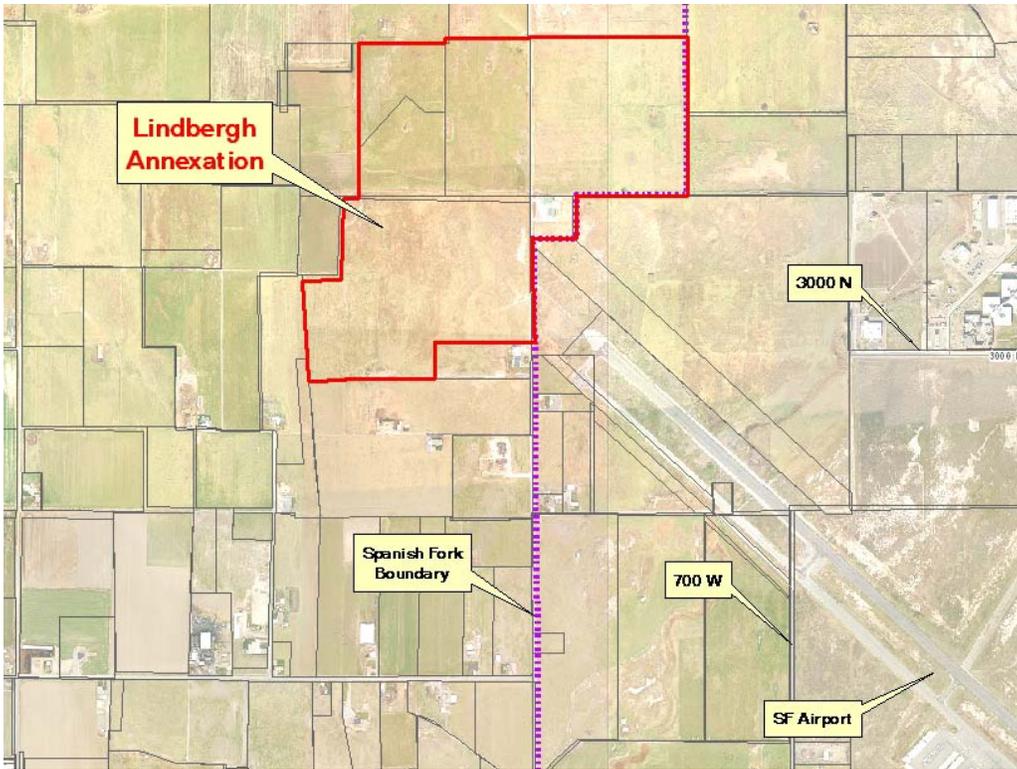
Discussion was held regarding the property owners included in the annexation and what their stand was on the annexation.

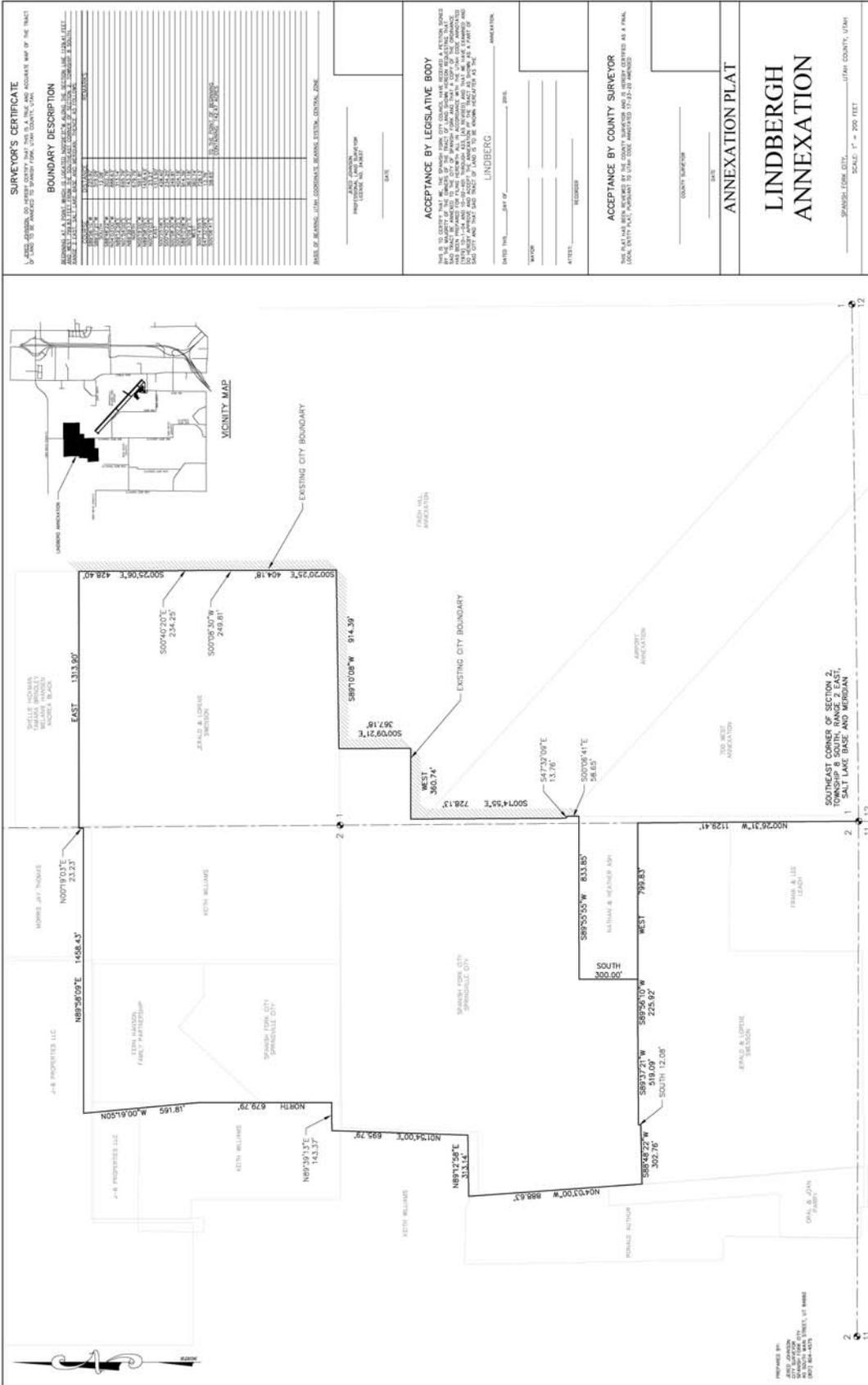


Commissioner Evans **moved** to recommend that the City Council **approve** the Lindbergh Annexation provided that all land owners are notified and aware of the City Council meeting. Commissioner Sorenson **seconded** and the motion **passed** all in favor.

### **Recommendation**

Staff recommends that the proposed Lindbergh Annexation be approved.





**SURVEYOR'S CERTIFICATE**  
 I, JAMES GARDNER, REGISTERED SURVEYOR FOR THE STATE OF UTAH, DO HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND SHOWN HEREON AS BEING THE PROPERTY OF THE COUNTY OF KANE, UTAH.

**BOUNDARY DESCRIPTION**  
 ALL LOTS, BLOCKS, TRACTS, AND PARCELS OF LAND SHOWN ON THIS MAP, INCLUDING THE BOUNDARIES THEREOF, HAVE BEEN MEASURED AND PLACED ON THIS MAP IN ACCORDANCE WITH THE SURVEYING ACTS OF THE LEGISLATURE OF THE STATE OF UTAH, AND THE RULES AND REGULATIONS THEREOF, AND THE SURVEYING ACTS OF THE LEGISLATURE OF THE STATE OF UTAH, AND THE RULES AND REGULATIONS THEREOF, AND THE SURVEYING ACTS OF THE LEGISLATURE OF THE STATE OF UTAH, AND THE RULES AND REGULATIONS THEREOF.

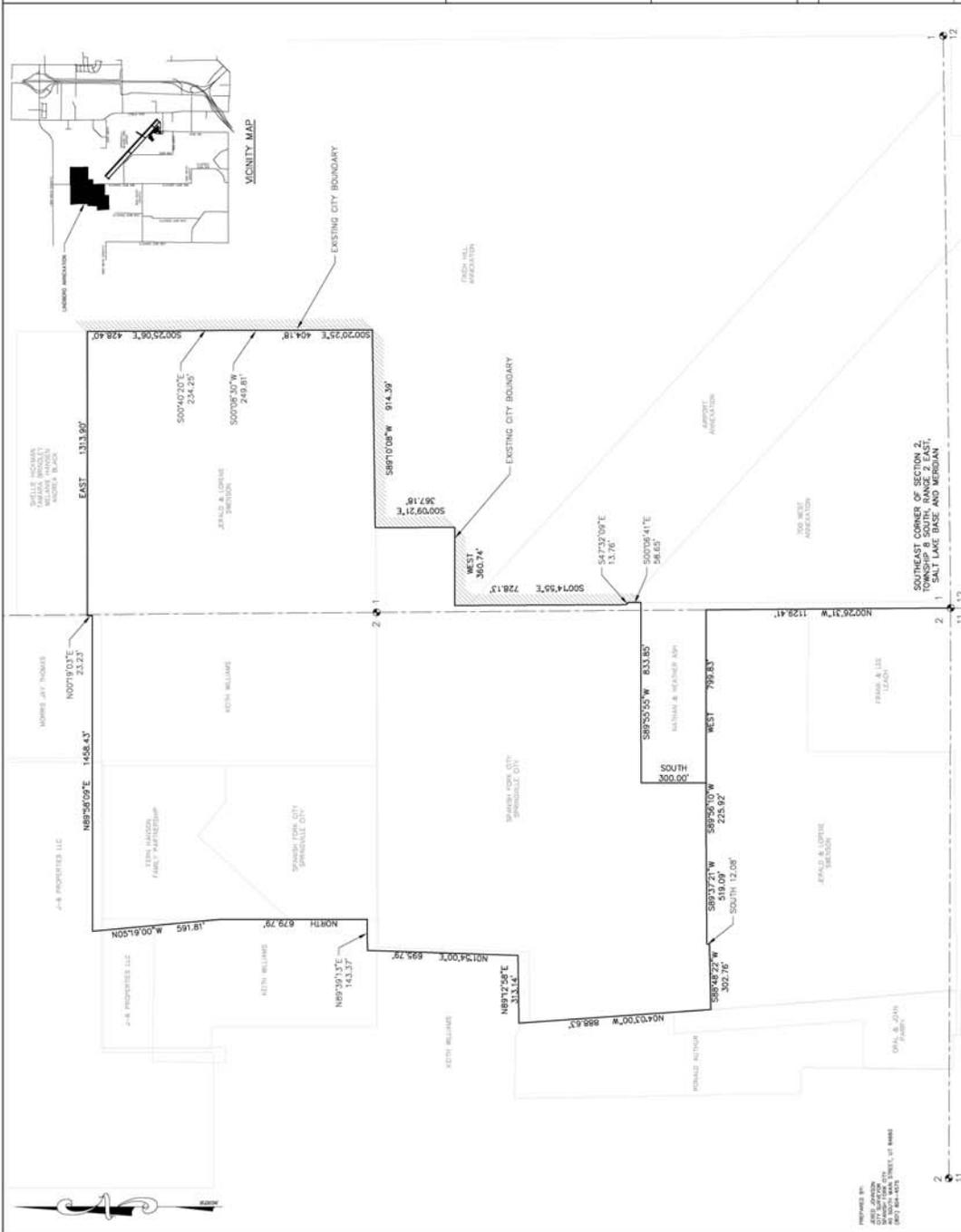
SECTION	TOWNSHIP	RANGE	COUNTY	STATE
1	11	2	KANE	UTAH
2	11	2	KANE	UTAH
3	11	2	KANE	UTAH
4	11	2	KANE	UTAH
5	11	2	KANE	UTAH
6	11	2	KANE	UTAH
7	11	2	KANE	UTAH
8	11	2	KANE	UTAH
9	11	2	KANE	UTAH
10	11	2	KANE	UTAH
11	11	2	KANE	UTAH
12	11	2	KANE	UTAH

DATE OF BEARING: UTM COORDINATE BEARING SYSTEM, CENTRAL ZONE.  
 PREPARED AND DRAWN BY: JAMES GARDNER, REGISTERED SURVEYOR, UTAH  
 DATE: \_\_\_\_\_

**ACCEPTANCE BY LEGISLATIVE BODY**  
 I, \_\_\_\_\_, CLERK OF THE BOARD OF COUNTY COMMISSIONERS, DO HEREBY CERTIFY THAT THIS MAP HAS BEEN REVIEWED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF KANE, UTAH, ON THIS DATE: \_\_\_\_\_, 2008.  
 WITNESSED MY HAND AND THE SEAL OF THE COUNTY OF KANE, UTAH, AT \_\_\_\_\_, UTAH, ON THIS DATE: \_\_\_\_\_, 2008.

**ACCEPTANCE BY COUNTY SURVEYOR**  
 I, JAMES GARDNER, REGISTERED SURVEYOR FOR THE STATE OF UTAH, DO HEREBY CERTIFY THAT THIS MAP HAS BEEN REVIEWED AND APPROVED BY ME AS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND SHOWN HEREON AS BEING THE PROPERTY OF THE COUNTY OF KANE, UTAH.  
 DATE: \_\_\_\_\_, 2008.

**ANNEXATION PLAT**  
**LINDBERGH ANNEXATION**  
 SPANISH FORK, UTAH  
 SCALE: 1" = 200' FEET



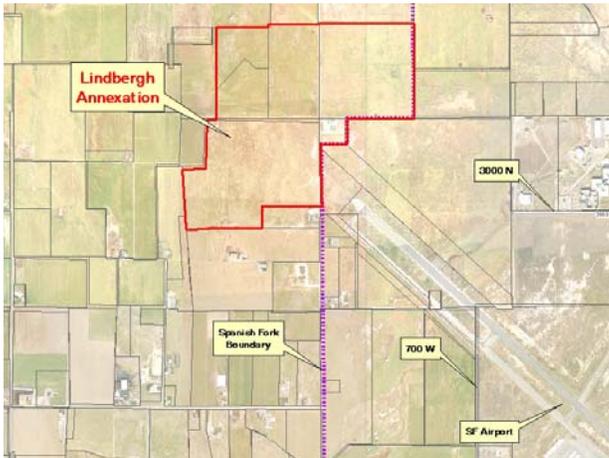
# SPANISH FORK CITY Annexation Feasibility Report



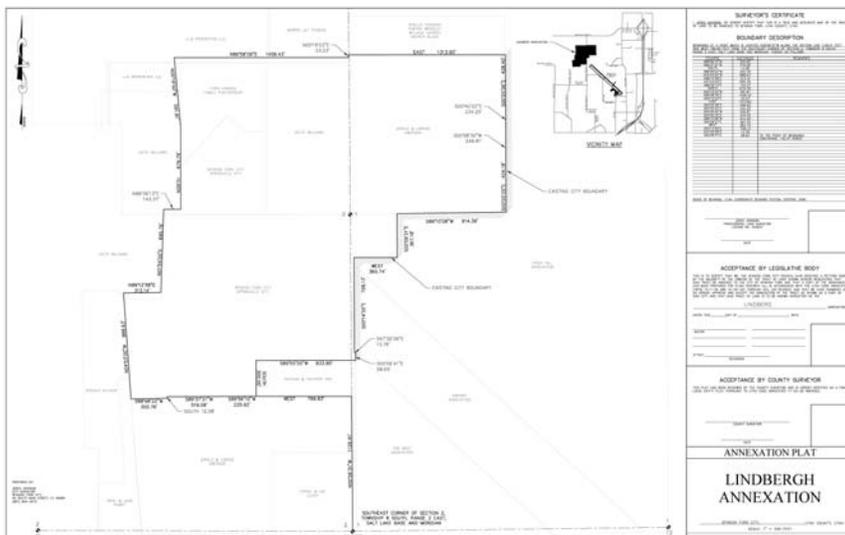
<b>Agenda Date:</b>	May 4, 2011
<b>Staff Contacts:</b>	Dave Anderson, Community Development Director Trapper Burdick, Assistant City Engineer Jered Johnson, City Survey Specialist
<b>Reviewed By:</b>	Development Review Committee
<b>Subject:</b>	Lindbergh Annexation Report

## SECTION 1

Annexation Map.



Annexation Plat.



## SECTION 2

Development Review Committee recommendation date: April 27, 2011

Planning Commission recommendation date:

City Council meeting date:

## SECTION 3

In accordance with 15.3.08.030 (B) of the Municipal Code, the following items are addressed in Section 3 of the Annexation report:

**1. Whether the proposed property is within the Growth Management Boundary of the General Plan.**

The proposed property is within the Growth Management Boundary of the General Plan.

**2. Present and proposed land use and zoning.**

Present land uses include a veterinary clinic and agricultural uses. Aside from the veterinary clinic, all of the property is vacant. At present, the properties are all zoned RA-5, an agricultural zone that permits residential construction on lots of 5-acres or larger. It is proposed that the properties be zoned Industrial and Agricultural upon annexation. It is anticipated that the zoning will be changed to include Public Facilities zoning as lands are incorporated into the airport. It is not anticipated that land uses will change with the annexation. In fact, the petitioner's main motivation in annexing these lands involves limiting development, particularly development that is not compatible with the airport in its current or future configuration.

**3. Present and potential demand for various municipal services.**

Presently, there is very little demand for municipal services in the annexation area. At some point in time, the provision of power to the veterinary clinic will be switched to Spanish Fork City but there is really nothing else to comment on. It is certainly possible that there will be demand for all City services in the future. The City has planned to serve the area with power, water, sewer, storm drain, communications and pressurized irrigation at some point in the future. These services will be provided as development occurs and the area will eventually be served by facilities that are described in the City's Capital Facility Plans.

**4. Distances from existing utility lines, public schools, parks, and shopping areas.**

Detailed information is provided in Section 4 of this report relative to the proximity of the proposed annexation to utility lines.

**5. Specific time tables for extension of services to the area and how these services would be financed.**

It is anticipated that utility services will be extended to the area as development occurs. As such, it is expected that the utilities shall be funded by property owners or the development community. All utilities sizes will match Spanish Fork City Master Plans and/or meet the requirements and sizes approved by the Spanish Fork City Engineer. At present, the City has no plans to extend utilities to the area or to make upgrades to City facilities that would serve the Annexation Area.

**6. Potential impact on existing and proposed streets.**

The street in the Lindbergh Annexation area that needs to be addressed during the annexation process is 1150 West (800 West Utah County). A portion of this street is planned to be vacated to allow the extension of the Spanish Fork/Springville Airport Runway. 1150 West north of the runway is Master Planned to be 85' Collector Street and is planned to be a 60' Local Street south of the runway. All streets shall be designed to meet all requirements of the Transportation Master Plan and Construction Standards. Any improvements of 1150 West shall be funded by property owners or the development community.

**7. The effect that the annexation will have upon City boundaries and whether the annexation will create potential for islands, or difficult service areas.**

The proposed annexation does not create an island or peninsula that would make the provision of services difficult. Furthermore, the proposed annexation creates a boundary that is manageable and otherwise functional for the City.

**8. An estimate of potential revenue verses potential service costs.**

Simply put, it is estimated that very little revenue will be generated for the City in the foreseeable future with the annexation of these lands. Also, it is anticipated that the annexation of these lands will result in very little need for the provision of City services and therefore should result in little expense for the City.

**9. Requirements imposed by state law.**

Staff is aware of no requirements imposed by State Law, aside from following the requisite procedure for annexation that would impact the annexation area.

**SECTION 4**

In order to evaluate the City's ability to provide municipal services to the proposed annexation, the following information is provided:

**1. Conformity to Master Plans for public utilities and facilities.**

**Water**

The City's culinary water system is not in the immediate area and is not planned to be extended to the annexed area upon annexation. The nearest water line to the proposed annexed area is 2,500 feet away, located on 3000 North 600 West (County Jail).

As the area develops, all culinary waterlines are to be approved by the Spanish Fork City Engineering Department and will meet the current Spanish Fork City Master Plan. The minimum waterline size in the proposed annexed area shall be 8" in diameter. The City has adopted the policy that the City will cover the additional cost of water lines in excess of 12". This cost is funded through impact fees. All costs associated with improving the culinary water system within the annexation shall be funded by property owners or the development community.

All culinary waterlines in proposed annexation shall meet the current Spanish Fork City Master Plan and be subject to approval by the Spanish Fork City Engineer.

**Sewer**

The City's sewer system is not in the immediate area and is not planned to be extended to the annexed area upon annexation. The nearest sewer line to the proposed annexed area is 2,500 feet away, located on 3000 North 600 West (County Jail). To service this area with sewer lines would require regional sewer lift station and a study done to evaluate the best way to service this area.

As the area develops, all sewer lines are to be approved by the Spanish Fork City Engineering Department and will meet the current Spanish Fork City Master Plan. The minimum sewer line size in proposed annexed area shall be 8" in diameter. The City has adopted the policy that the City will cover the additional cost of water lines in excess of 12". This cost is funded through impact fees. It is anticipated that the annexed area when developed shall require a sewer lift station to pump sewage to the existing wastewater treatment plant in Spanish Fork City. All costs associated with the lift station and all sewer lines within the annexation shall be funded by property owners or the development community.

All sewer lines and lift stations in the proposed annexation shall meet the current Spanish Fork City Master Plan and be subject to approval by the Spanish Fork City Engineer.

### **Storm Drain**

The City's storm drain system is not in the immediate area and is not planned to be extended to the annexed area upon annexation.

As the area develops all storm drain lines, detention & retention basins and any other storm drain facilities in the proposed annexation shall meet the current Spanish Fork City Master Plan and be subject to approval by the Spanish Fork City Engineering Department. All storm drains shall be RCP and have a minimum pipe size diameter of 18". The City has adopted the policy that the City will cover the additional cost of storm drain lines in excess of 18". This cost is funded through impact fees. All costs associated with improving the storm drainage system within the annexation shall be funded by property owners or the development community.

All storm drain lines in the proposed annexation shall meet the current Spanish Fork City Master Plan and be subject to approval by the Spanish Fork City Engineer.

### **Pressurized Irrigation**

The City's pressurized irrigation system is not in the immediate area and is not planned to be extended to the annexed area upon annexation. The nearest pressurized irrigation line to the proposed annexed area is 2500 feet, located on 3000 North 600 West (County Jail).

As the area develops, all Pressurized Irrigation Lines are to be approved by the Spanish Fork City Engineering Department and shall meet the current Spanish Fork City Master Plan. The minimum pressurized irrigation line shall be 6" in diameter. The City has adopted the policy that the City will cover the additional cost of PI Lines in excess of 12". This cost is funded through impact fees. All costs associated with improving the pressurized irrigation system within the annexation shall be funded by property owners or the development community.

All pressurized irrigation lines in proposed annexation shall meet the current Spanish Fork City Master Plan and be subject to approval by the Spanish Fork City Engineer.

### **Streets**

1150 West (800 West Utah County) is the only public street in the annexation area. A portion of this street is planned to be vacated to allow the extension of the Spanish Fork/Springville Airport Runway. 1150 West north of the runway is Master Planned to be 85' Collector Street and is planned to be a 60' Local Street south of the runway. All streets shall be designed to meet all requirements of the Transportation Master Plan and Construction Standards. Any improvements of 1150 West shall be funded by property owners or the development community.

### **Surface Irrigation**

The West Fields Irrigation Company has existing ditches that run through the proposed annexation and continue beyond the proposed annexation and City boundary to existing users. Existing ditches in the area will need to be piped or abandoned as the area develops. This work will need to be coordinated and approved by the West Fields Irrigation Company along with the Spanish Fork City Engineering Department.

### **Parks and Trails**

There are no proposed parks or trails with this annexation. The Spanish Fork City Trails Master Plan does not call for a trail along 1150 West or inside the proposed annexation.

### **Power**

This area is being serviced by Springville City Power; the City has no power utilities in the area at this time. There will need to be a buy out of Springville City Power lines and customers in this area. This area is to remain a customer of Springville City until Spanish Fork City power can be provided to this area. There is a 46KV Springville City power line that runs through this area and easements and right-of-ways need to be addressed.

### **Communications**

It is expected that all communications facilities will be installed at the time of development.

### **Gas**

Natural Gas is available in the immediate vicinity. Questar Gas is the service provider.

## **2. Presence of unique utility/facility needs or requirements.**

Aside from what has been noted in this report, there are no known unique facility needs or requirements.

## **3. Presence of irrigation or other ditches and related facilities.**

Aside from what has already been described in this report, there are no noteworthy ditches or irrigation facilities.

## **4. Public Safety evaluation.**

The City anticipates that the development of this and other annexations in the area will generate little need for additional police officers, firefighters or public safety equipment.

## **5. Presence of Sensitive Lands or Watershed Protection issues.**

The United States Army Corps of Engineers has found wetlands in the annexation area.

## **6. Concept Plan's conformity with proposed zoning.**

To date, no concept plan has been formally reviewed for the proposed annexation.

## **7. Annexation Agreement.**

It is anticipated that there will not be an annexation agreement with this annexation.



**TO:** Spanish Fork City Mayor and Council  
**FROM:** Dave Anderson, Community Development Director  
**DATE:** May 17, 2011  
**RE:** Public Safety Text Amendment

Accompanying this memorandum is a proposed ordinance that would enable the City to adopt a Public Safety Impact Fee.

Staff recommends that the proposed ordinance be approved.

The Planning Commission reviewed this request on May 4 and recommended that it be approved. Draft minutes from their meeting read as follows:

**Public Safety Impact Fee Authorization**

Applicant: Spanish Fork City  
General Plan: City Wide  
Zoning: City Wide  
Location: City Wide

Mr. Anderson explained that we have a need for two fire stations: one on 2550 East and one in the Leland area on 900 South. He explained that Title 15 defines what the City can charge impact fees for. He said this was not State mandated but since we have the verbage in our code that the language needs to be modified.

Commissioner Cope asked if anyone knew how much the new fee might be. Mr. Anderson said that he did not know for sure.

Discussion was held regarding impact fees.

Commissioner Evans **moved** to recommend that the City Council **approve** the Public Safety Impact Fee Authorization. Commissioner Cope **seconded** and the motion **passed** all in favor.



# ORDINANCE NO. 07-11

## ROLL CALL

VOTING	YES	NO
G. WAYNE ANDERSEN <i>Mayor (votes only in case of tie)</i>		
ROD DART <i>Council member</i>		
RICHARD M. DAVIS <i>Council member</i>		
STEVE LEIFSON <i>Council member</i>		
JENS P. NIELSON <i>Council member</i>		
KEIR A. SCUBES <i>Council member</i>		

I MOVE this ordinance be adopted:

I SECOND the foregoing motion:

## ORDINANCE No. 07-11

### AN ORDINANCE AUTHORIZING THE COLLECTION OF IMPACT FEES FOR PUBLIC SAFETY

WHEREAS, Spanish Fork City has adopted an ordinance which authorizes it to collect impact fees in accordance with State law; and

WHEREAS, the ordinance does not authorize the City to collect impact fees for public safety; and

WHEREAS, State law now allows impact fees to be collected for public safety; and

WHEREAS, the growth of the City has caused the City to build a new police building with capacity for that growth; and

WHEREAS, the growth of the City is creating a need for satellite fire stations on

both the east and west sides of the City in order to maintain attractive ISO ratings, which are necessary to keep homeowners insurance premiums as low as possible for the residents of the City; and

WHEREAS, a public hearing was held before the Planning Commission on Wednesday the 4th day of May, 2011, where public comment was received; and

WHEREAS, a public hearing was held before the Spanish Fork City Council on Tuesday the 18th day of May 2011, where additional public comment was received;

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

I.

Spanish Fork City Municipal Code Section 15.4.12.020 "Purpose of Impact Fees, Limitations" is hereby amended as follows:

**15.4.12.020. Purpose of Impact Fees, Limitations.**

The purpose of impact fees is to provide necessary funding for capital improvements to public facilities incurred due to new development. Impact fees may be assessed for water, sewer, pressurized irrigation, electric power, storm drainage, streets and roads, recreation, and public safety.

II.

This ordinance shall be effective twenty days after passage and publication.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this 18<sup>th</sup> day of May, 2011.

---

G. WAYNE ANDERSEN, Mayor

Attest:

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Kent R. Clark, City Recorder

**Tentative Minutes  
Spanish Fork City Council Meeting  
May 3, 2011**

Elected Officials Present: Mayor G. Wayne Andersen, Councilmembers Steve Leifson, Rod Dart, Keir A. Scoubes, Richard Davis, Jens Nielson.

Staff Present: Junior Baker, City Attorney; Dave Oyler, City Manager; Seth Perrins, Assistant City Manager; Dave Anderson, Community Development Director; Chris Thompson, Public Works Director; Kent Clark City Recorder/Finance Director; Dee Rosenbaum, Public Safety Director; Angie Warner, Deputy Recorder.

Citizens Present: Jamie Craine, Tyrelle Phillips, Scott Carson, Melanie N. Andersen, KC Parker, Sharlene Parker, Matthew Fjerstad, Samuel Fjerstad, Rich Harris, Tami Snow, Elaine Hansen, Steven Money, Kayla Pace, Dillan Snow, MyKenna Craine, Becca Noland, Keith Petersen, Morgan Roberts, Wesley Hone, Austin Ottesen, Theron Hone, Nate Petersen, Bridger Dain, Alicia LemMon Carl Peterson, Kevin Parker, Hannah Nielsen, Jessica Carson, Brandi Mortensen.

**CALL TO ORDER, PLEDGE, RECOGNITION:**

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

Mayor Andersen led in the pledge of allegiance.

**PUBLIC COMMENTS:**

Mayor Andersen introduced Alicia LemMon from Landmark High School for a presentation on their Recycle Program at their school.

**Fiesta Days Rodeo Royalty**

Carl Peterson with the Diamond Fork Riding Club introduced the 2011 Fiesta Days Rodeo Royalty. Fiesta Days Queen Hannah Nielsen; 1<sup>st</sup> attendant Jessica Carson; 2<sup>nd</sup> attendant Brandi Mortensen.

Kevin Parker with the Diamond Fork Riding Club thanked the City Council for their support. Mr. Parker offered the Diamond Fork Riding Club to help with the Wild West Show and participate in the parade. Also, the Club would like to cook and donate the dinner the night of June 2<sup>nd</sup>.

Mayor Andersen thanked the Diamond Fork Riding Club for their volunteerism.

Mayor Andersen welcomed any public comment.

No comments.

**COUNCIL COMMENTS:**

Councilman Scoubes said he attended the SUVSWD Board meeting. The board is trying to build reserves and buy critical equipment. Also, the board is looking at increasing revenue with the gas that has to be burned off. The hours for the compost site will be changing for the summer and some of the fees will be increasing.

49 Councilman Dart turned the time over to Spanish Fork City Event Coordinator's Elaine Hansen &  
50 Steve Money to present information about the Wild West Days. Ms. Hansen said residents  
51 received the Wild West Days flyer in their City bill. Ms. Hansen highlighted all the events. Steve  
52 Money thanked the sponsors that have helped support this event.

53

54 Councilman Leifson read in the Daily Herald's article "The Best of". Spanish Fork received #1  
55 Rodeo, #1 Swimming Pool, #2 Place to walk your dog, #3 Best Park –North Park.

56

57 Councilman Davis invited the citizens to the annual Adopt-a-Planter flower planting on Main  
58 Street, May 14th & May 21<sup>st</sup>. On May 26<sup>th</sup> volunteers will be putting out the crosses at the  
59 cemetery. There will be over 1400 crosses put out so more volunteers are needed. Then on May  
60 31<sup>st</sup> volunteers will take the crosses down.

61

62 Mayor Andersen encourages all citizens in Spanish fork to attend the Junior Livestock Show  
63 starting tomorrow and running through Saturday.

64

#### 65 SPANISH FORK 101:

66 Dave Oyler presented information on the river flows. The City has been tracking the weather and  
67 the snowpack. We would like the weather to warm up and cool down so that the snowpack will  
68 slowly melt. Mr. Oyler presented some graphs that showed the river flow and snow pack  
69 comparisons for past and current.

70

71 Seth Perrins said that the city is receiving phone calls about what citizens need to do in  
72 preparation of the flooding and what to do during and after. The city has put information on the  
73 website [www.spanishfork.org](http://www.spanishfork.org). The 3 most common worries are riverbank erosion, overflow, and  
74 keeping citizens away from the river. Mr. Perrins highlighted some of the questions: Where can I  
75 get sandbags? Is my house in danger? These questions and more are on the website.

76

77 Chris Thompson said the City has been most concerned about the areas where homes are  
78 located by the river. Crews have been busy in removing debris along the bank. We are also  
79 watching further up the canyon where the slides were back in 1983.

80

81 Dave Oyler stated that the citizens need to be careful around the river, if you have questions or  
82 concerns or want to volunteer please see the website first, if you can't find your answers there,  
83 contact the City.

84

85 Mayor Andersen said the City is being very proactive, he appreciates the efforts of employees  
86 and volunteers.

87

#### 88 CONSENT ITEMS:

89 a. Minutes of Spanish Fork City Council Meeting – April 19, 2011.

90

b. GOVQA Contract

91

c. Jonnalynne Walker, LLC. Contract Ratification

92

93 Councilman Dart made a **Motion** to **approve** the consent items.

94 Councilman Leifson **Seconded** and the motion **Passed** all in favor.

95

#### 96 NEW BUSINESS:

97 **Clayson Annexation for further study; proposed annexation of 6 acres located at approximately**  
98 **1500 North 300 West.**

99 Dave Anderson this is a proposal for further study. Mr. Anderson showed the location on a map  
100 and requested approval from City Council to move forward.

101  
102 Councilman Nielson made a **Motion** to **approve** the Clayson Annexation for further study;  
103 proposed annexation of 6 acres located at approximately 1500 North 300 West.  
104 Councilman Davis **Seconded** and the motion **passed** all in favor.

105  
106 **Independent Audit Services Proposal**

107 Kent Clark stated that our 5 year contract is up with Larson & Rosenberger LLP for our auditing  
108 services. Larson & Rosenberger LLP submitted a renewal bid for another 5 years and it is still  
109 very reasonable price for the size of the city audit.

110  
111 Councilman Leifson made a **Motion** to **approve** the Independent Audit Services Proposal.  
112 Councilman Scoubes **Seconded** and the motion **passed** all in favor.

113  
114 **Tentative Budget FY 2012**

115 Kent Clark said according to state law we are required to present a Tentative Budget to the City  
116 Council. For two weeks it will be available to view on the website, at the City Office and the  
117 Library. Then there will be a Public Hearing, then the adoption of the final budget in June. Mr.  
118 Clark went over some highlights in the 2012 budget.

119  
120 Dave Oyler said the City Council can now review the budget, if you have questions please  
121 contact staff.

122  
123 Councilman Dart made a **Motion** to **approve** the Tentative Budget FY 2012.  
124 Councilman Davis **Seconded** and the motion **passed** all in favor.

125  
126 Councilman Leifson made a **Motion** to **adjourn** to Closed Session to discuss Personnel.  
127 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:51 p.m.

128  
129 **ADJOURN:**

130  
131 **ADOPTED:**

132  
133 \_\_\_\_\_  
134 Angie Warner, Deputy Recorder



## MEMO

To: Mayor and Council  
From: S. Junior Baker  
Date: 10 May 2011  
Re: Mapleton Sewer Agreement Amendment

On the City Council agenda, for May 17, is an amended interlocal agreement with Mapleton for the use of the sewer plant. In anticipation of the Ensign-Bickford boundary adjustment, scheduled for June 7, the sewer agreement needs to be amended to account for the Ensign-Bickford property being in Mapleton City.

This amendment will increase Mapleton's percentage of ownership by 3.4% to 26.4%. The cost for the purchase is \$2,850,000.00 and will give Mapleton an additional 850 residential units and decrease the number of residential units in Spanish Fork by the same number. This accounts for the development plans for the Ensign-Bickford property. Payment is due incrementally, as development occurs. The first \$50,000.00 is due upon the boundary being adjusted. Thereafter, \$3,352.94 is due per residential lot, prior to the recording of the plat.

Operation and maintenance costs are based on actual flows. The formula, in the contract, which establishes O&M obligations does not change.

The sewer agreement needs to be in place prior to the boundary adjustment, which is why it is on the agenda the meeting prior to the expected boundary adjustment.



**AMENDED AND RESTATED INTER-LOCAL AGREEMENT FOR  
CONSTRUCTION, USE, AND MAINTENANCE OF  
JOINT WASTEWATER FACILITY**

This Agreement is made and entered into this 17th day of May, 2011, by and between Spanish Fork City, and Mapleton City. The parties to this Agreement are sometimes referred to collectively herein as the "Cities" and separately as a "City".

**WITNESSETH**

WHEREAS, the Cities hereto entered into an inter-local agreement for the use and maintenance of a joint wastewater facility on the 19<sup>th</sup> day of February, 2004, which agreement was supplemented by that Addendum Contract dated the 17th day of May, 2005; and

WHEREAS, pursuant to the terms of the agreements referred to, the Cities jointly own a system for the collection and disposal of wastewater sewage (the "System"); and

WHEREAS, pursuant to the terms of the agreements referred to, Spanish Fork owns the real property the plant is located on and owns 77% of the plant capacity, while Mapleton owns 23% of the plant capacity; and

WHEREAS, the Cities each have an established number of residential connections which can use the plant without causing the plant to exceed its capacity; and

WHEREAS, the Cities have negotiated the transfer of properties from Spanish Fork to Mapleton by way of a boundary line adjustment; and

WHEREAS, based upon the boundary line adjustment, the capacities for each city and the compensation to be paid therefore needs to be adjusted and agreed upon; and

WHEREAS, a cooperative effort from each City to provide for the sewage collection and treatment needs of the citizens is a basic underlying goal of the Cities to this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I DEFINITIONS**

For the purposes of this Agreement the following terms shall have the respective meanings set forth below except where the context indicates otherwise:

1. ACT means the Inter-Local Cooperation Act, Utah Code Annotated §1-13-1 et. seq. (1953 as amended).

2. AGREEMENT means this document.
3. ANNUAL BUDGET means the annual budget for the use, operation and maintenance for the Facility for each fiscal year. The Annual Budget shall specify the projected operation and maintenance expenses for the Facility for the relevant fiscal year and any costs for repairs or improvements to the Facility to be accomplished during the fiscal year.
4. BILLING PERIOD means a monthly period commencing on the first day of each month during the term of this Agreement, to and including the last day of that month.
5. CAPITAL COSTS means future costs and expenses incurred in any expansion of the Facility including but not limited to all costs of construction, construction period interest costs, costs of architects and engineers, and other similar costs and expenses incurred by way of expansion to the Facility.
6. SPANISH FORK means Spanish Fork City, a municipal corporation and body politic located in Utah County, Utah.
7. CODE means the official compilation published and known as the Utah Code Annotated (1953 as amended).
8. COLLECTION SYSTEM means the wastewater collector and interceptor pipeline system of each City which is owned and operated, or will be owned and operated exclusively by that City, separate and apart from the Facility, including service laterals, manholes, pump stations, flow-measuring devices and related appurtenances, excluding the joint trunk line
9. CITY or CITIES means Spanish Fork City or Mapleton City respectively, or both of them in the plural.
10. MAPLETON means Mapleton City, a municipal corporation and body politic located in Utah County, State of Utah.
11. FACILITY means collectively the existing wastewater treatment plant owned and operated by the Cities, including all screens, chambers, pumps, clarifiers, filters, digesters, basins, interconnecting pipes, outfall line, transfer structures, and other equipment and facilities.
12. FISCAL YEAR means a period of twelve (12) consecutive months commencing on July 1st and ending on June 30th of the following year.
13. GOVERNING BODY means the duly elected mayor and city council.
14. JOINT TRUNK LINE means that collection line running from the west side of the DRGW Railroad right of way to the connection with the existing Facility owned by Spanish Fork. Mapleton owns 76% of the joint trunk line and Spanish Fork owns 24% of the joint trunk line.
15. OPERATION AND MAINTENANCE EXPENSES means with, respect to the Facility and joint trunk line, all expenses reasonably incurred in connection with the operation and maintenance of the Facility and joint trunk line including:
  - a. Repairs and replacements of all existing equipment, buildings, and facilities necessary to keep the Facility in efficient operating condition;
  - b. Costs incurred in preparing operating reports and other reports as may be required herein;
  - c. Premiums on insurance for the Facility required herein;
  - d. Actual costs incurred by Spanish Fork in carrying out the duties and

responsibilities specified in this Agreement, including all wages, overtime, third-party contract expenses for equipment and other special services, employee benefits, general office overhead, administrative expenses and vehicle mileage, provided however that Spanish Fork costs to be included in Operation and Maintenance Expenses shall only be those fairly attributable to the operation of the Facility, and not include costs attributable to any Collection System.

e. Generally all expenses, exclusive of depreciation, which under generally accepted accounting principles are properly allocated to operation and maintenance of the Facility, but only such expenses as are reasonable and necessary to the efficient operation and maintenance of the Facility shall be included.

16. ORDINANCE means a legislative enactment by a Governing Body of the City.

17. PLANT CAPACITY means the lesser of:

a. the total hydrologic volume of the Spanish Fork Treatment Plant, which the Facility is capable of processing, currently 5.0 million gallons per day, average daily flow; or

b. the total biological volume which the Facility is capable of processing, based on the regulations on contaminate discharges, as set forth in the Facility UPDES permit issued by the State of Utah.

18. JOINT TRUNK LINE CAPACITY means the total volume of sewage capable of being transported to the treatment facility through the joint trunk line.

19. PRIOR AGREEMENT means the Inter-local Agreement for Construction, Use, and Maintenance of Joint Wastewater Facility entered into between the Cities, dated February 19<sup>th</sup>, 2004, as supplemented by that Addendum Contract entered into between the Cities, dated May 2005.

## **ARTICLE II TERMINATION OF PRIOR AGREEMENT**

2.1 Termination. In order to accomplish the purposes of the Cities, given the change in boundaries of the Cities, it is in the Cities' interests to terminate the Prior Agreement and replace it with this Agreement. The Prior Agreement shall be terminated upon the approval and execution of this Agreement by each City's Governing Body.

## **ARTICLE III JOINT TRUNK LINE**

3.1 Joint Trunk Line. This Agreement affects the ownership interests of the Cities in the joint trunk line to reflect the percentages set forth in paragraph 14 the definitions. Any O&M expenses incurred on the joint trunk line shall be paid for by the Cities in the same ratio as their ownership interest in the joint trunk line.

## **ARTICLE IV PURPOSE AND TERM OF AGREEMENT**

4.1 Purpose. The purpose of this Agreement is to provide for: (i) the use, operation and maintenance of the Facility for the mutual benefit of the Cities; (ii) to provide for an Advisory Group to give recommendations regarding the operation and maintenance of the Facility, and to make recommendations regarding the expansion and replacement of the Facility; and (iii) the establishment of a system for sharing the costs and expenses related to the use, operation and maintenance of the Facility.

4.2 Term of Contract. This Contract shall be in full force and continue in effect for 50

years, unless terminated earlier by mutual agreement of the parties.

#### **ARTICLE V OWNERSHIP OF FACILITIES AND PURCHASE OF CAPACITY**

5.1 Ownership of Various Facilities. Subject to the provisions of paragraph 6.1(a), Spanish Fork will retain all ownership interests in its Collection System and land, which constitute the wastewater treatment plant. Mapleton will retain all ownership interest in its Collection System. Nothing herein shall be construed to grant to any City any ownership interest in property or assets of the other City.

5.2 Right to Use. Mapleton shall have the right and power during the term of this Agreement to connect its Collection System to the joint trunk line and thereby cause the sewage and wastewater from its residents and customers to be transmitted to the Facility for treatment, pursuant to the terms of this agreement. Spanish Fork shall lease to Mapleton a 26.4% interest in the real estate where the Facility is located. The lease shall be effective during the term of the Agreement. Nothing herein shall be construed to grant to Mapleton an ownership interest in the land where the Facility is located. Consideration for the lease shall be the timely payment of the funds set forth in this Agreement, which the Cities acknowledge works to the benefit of each City by allowing an expansion of the Facility.

5.3 Purchase by Mapleton. Mapleton is purchasing from Spanish Fork an additional three and four tenths percent (3.4%) of the Facility (excluding land, but including capacity), for the purchase price of \$2,850,000.00, which will increase, incrementally, Mapleton's overall capacity in the Facility to twenty six and four tenths percent (26.4%) as payments are made. This adjustment in ownership ratios will allow Spanish Fork to have a total of 11,417 residential hookups and will allow Mapleton to have a total of 4,006 residential hookups, representing an increase of 850 residential hookups. It is anticipated that each city will have a number of commercial and/or industrial hookups in addition to the residential hookups allocated herein, based upon the existing proportion of commercial/industrial hookups to residential hookups. In the event that an unusually heavy user of sewer services desires to come into either city, the advisory committee shall review the user and determine if capacity exists and if so, how allowing that user to connect to the sewer may limit future industrial/commercial users.

5.4 Due date. Fifty thousand dollars (\$50,000.00) of the purchase price shall be due upon the completion of the boundary adjustment between the Cities. Thereafter, three thousand three hundred fifty-two dollars and ninety-four cents (\$3,352.94) shall be due for each connection to the sewer system within the area being adjusted. Mapleton shall pay said sum prior to recording any plat, or prior to issuing any building permit if a plat is not required. Any balance owing as of April 1, 2026 shall be paid in full on or before April 30, 2026.

#### **ARTICLE VI EXCEEDING OR ADJUSTMENTS TO CAPACITIES**

6.1 Adjustments to capacities. a. If Mapleton's wastewater needs require capacity beyond twenty six and four tenths percent (26.4%) at the Facility, the cost of expansion shall be paid solely by Mapleton and the additional capacity created will be owned by Mapleton. The ownership interests will be adjusted to reflect the new capacity. Spanish Fork City, at its option, may participate with Mapleton in any expansion of capacity to

the Facility at which time each City shall pay for the capital costs of such expansion on the same ratio of each city's capacity within the expanded portion of the plant. Mapleton shall have no financial obligation for expansion of the treatment facility, if such expansion is done based solely on Spanish Fork's need. In such event, the additional capacity created will be owned by Spanish Fork. The ownership interests will be adjusted to reflect the new capacity.

b. In the event expansion to the Facility is required by government regulation, each city shall pay for the capital costs of such expansion on the same ratio of each city's capacity to the total plant capacity. Any regulatory fines and/or penalties incurred shall be paid by the City causing the same. In the event the cause cannot be determined, the fines and/or penalties shall be paid based upon the same ratio of each city's capacity to the total plant capacity.

c. Any expansion to the facility shall be based on the Spanish Fork City 201 Facility Plan, dated November 1980, as updated from time to time, drawing number X- I.

6.2 Exceeding capacities. a. In the event Mapleton anticipates it will exceed its 26.4% capacity (as determined by the number of hookups approved, as set forth in paragraph 5.3), and Spanish Fork has available capacity, the parties may negotiate Mapleton's use of such excess capacity. If the capacity is exceeded without negotiating the use and price, Mapleton will be given thirty (30) days to reduce its flows so as not to exceed its capacity. If it fails to do so, liquidated damages in the amount of \$5,000.00 per month shall be awarded. In addition to liquidated damages, an injunction prohibiting the issuance of additional building permits and additional connections to the sewer system shall be granted.

b. In the event Mapleton exceeds its 26.4% capacity (as determined by the number of hookups approved, as set forth in paragraph 4.3), and Spanish Fork has no available capacity, Mapleton will be given thirty (30) days to reduce its flows so as not to exceed its capacity. If it fails to do so, a monetary penalty in the form of liquidated damages in the amount of \$5,000.00 per month shall be assessed. Each party acknowledges that exceeding Plant Capacity has far reaching and serious consequences, for which no monetary damages can readily be determined, nor which can be adequately compensated. In the event any regulatory fines and/or penalties are due as a result of Mapleton exceeding its capacities, it shall be responsible for all costs of remediation, including fines or penalties imposed, costs of labor and materials to correct the problem, and any attorneys fees incurred in defending any regulatory action.

c. Mapleton shall enjoy reciprocal rights against Spanish Fork, including liquidated damages and an injunction, as set forth in paragraphs 6.2(a) and (b), in the event Spanish Fork exceeds its 73.6% capacity (as determined by the number of hookups approved, as set forth in paragraph 5.3), or causes regulatory fines and/or penalties through no fault of Mapleton.

## **ARTICLE VII OPERATION AND MAINTENANCE OF THE FACILITY**

7.1 Advisory Group. An advisory group shall be created for the purpose of monitoring the number of hookups allowed, as set forth in paragraph 5.3, discussing problems, policies, revenues, expenditures, and any other matters affecting the operation of the Facility.

- a. Number of Representatives. The Advisory Group shall consist of five members, three of which shall be representatives from Spanish Fork and two from Mapleton.
- b. Selecting of Advisory Group Member. Each City's members shall be selected and approved by its Governing Body.
- c. Removal or Disability. Each City may remove any of its members with or without cause. Upon such removal or in the event of resignation, a successor shall be appointed for the remainder of that term, by the City who had appointed the member who is no longer serving.

7.2 Duties of Advisory Group. The conclusions, recommendations, or information emanating from a meeting of the Advisory Group shall be presented to Spanish Fork for its consideration and use in operation, maintenance and/or improvement of the Facilities. It is understood, however, that the function of the group is to further the cooperation between the parties and to render advisory assistance, but in no way to limit the rights of ownership to the facilities set forth herein, nor to make binding recommendations, but only advisory.

7.3 Duties and Responsibilities of Spanish Fork City. Spanish Fork shall be the operator of the Facility.

- a. Management. Spanish Fork shall have sole and exclusive responsibility for the day-to-day management of the Facility.
- b. Operation and Maintenance. Spanish Fork shall be responsible for the operation and maintenance of the Facility and shall employ competent and experienced personnel or train such personnel for the Facility and shall use best efforts to operate and maintain the Facility at all times in good repair and condition, and in such a -manner that the operating efficiency thereof shall conform to the standards set by Federal, State and Local law.
- c. Compliance with Laws. In operating and maintaining the Facility, Spanish Fork shall comply in every respect with each applicable Federal, State or Local law regulating the safe, sanitary, and healthful operation of the Facility, and Spanish Fork shall make every reasonable effort to prevent a shutdown or bypass of the Facility, or an imposition of penalty by any governmental authority because of a failure to meet or otherwise comply with applicable laws and regulations. If such reasonable effort has been made, but notwithstanding, there is a penalty or requirement imposed by any authorized government authority, the penalty or cost of compliance shall be considered as part of the operation and maintenance expense of the Facility.
- d. Insurance. In operating and maintaining the Facility, Spanish Fork shall obtain and maintain insurance, including but not limited to worker's compensation insurance and public liability insurance in such amounts and to such extent it is customarily carried by other operating utilities of the same type. The cost of such insurance shall be considered an operations and maintenance expense of the Facility. In the event of any loss or damage to any part of the Facility, insurance proceeds shall be used for the purpose of restoring or replacing the property lost or damaged.
- e. Expenditures. Spanish Fork shall use its best efforts to keep the Operation and Maintenance Expenses related to the Facility within the amounts established in the Annual Budget and shall make no expenditures or incur any obligation in excess of

amounts established in the Annual Budget without revision of the budget.

f. Collections. Spanish Fork shall collect from Mapleton, on a monthly basis, Mapleton's proportionate share of Operation and Maintenance Expenses relating to the Facility in accordance with this Agreement, and shall apply those payments against the budget.

g. Maintain Records. Spanish Fork shall maintain accurate detailed records relating to the Facility, including but not limited to flow-measuring records, materials, and supplies, and payroll records for personnel employed by Spanish Fork City. Spanish Fork City shall make those records available for inspection at reasonable times to the Advisory Group and the Governing Body of Mapleton.

h. Budget Preparation. Spanish Fork shall prepare and provide a proposed budget for the next fiscal year by April 1st of each year. Spanish Fork will make available, upon request, a copy of the monthly financial report for the Facility. The expenses incurred in compiling each report shall be regarded as an Operation and Maintenance expense of the Facility.

#### 7.4 Duties and Responsibilities of Mapleton City.

a. Sampling. Mapleton shall be responsible for sampling all water entering the joint trunk line. Samples shall take place weekly. Mapleton shall provide to Spanish Fork City a copy of the test results of each sample.

### **ARTICLE VIII CHARGES FOR OPERATION AND MAINTENANCE EXPENSES**

8.1 Sharing of Expenses. All actual operation and maintenance expenses related to the Facility shall be paid on a monthly basis by Mapleton in a ratio determined as follows:

a. A meter will be installed where the joint trunk line crosses the DRGW railroad tracks to measure total flow and contaminate strength from Mapleton's collection system. Mapleton will own and read this meter. Spanish Fork may check the readings for accuracy.

b. A meter has been installed at the intake to the treatment plant. Spanish Fork will own and read this meter. Mapleton may check the readings for accuracy.

c. Mapleton shall be responsible to pay to Spanish Fork for the operation of the treatment plant on the ratio of Mapleton's flow and contaminate strength as metered at the crossing of the DRGW tracks, to the total flow and contaminate strength, as measured at the plant intake.

8.2 Payments to Spanish Fork City. Mapleton shall pay to Spanish Fork the monthly service charge described in Section 8.1 of this Agreement within twenty (20) days after receiving the bill. Mapleton shall have the sole and exclusive right to determine a method of charging residents and customers of its own Collection System. The failure of Mapleton to collect sufficient amounts from its residents and customers shall not relieve Mapleton from its obligations to pay its proportionate share for the operation and maintenance expense of the Facility. If Mapleton fails to pay the full amount due and owing within ten (10) days after the due date thereof, the unpaid balance shall bear an interest rate of one percent (1.0%) per month until paid in full, and all subsequent payments received shall be applied first to interest and then to principal.

8.3 Breach of Agreement. In the event of a breach of this agreement, the non-

breaching party shall be entitled to recover its costs and attorneys fees incurred in enforcing the terms hereof. In the event a dispute that the parties cannot amicably resolve, a court of competent jurisdiction in Utah County, or any alternative dispute resolution method agreed upon by the parties may be used to resolve the dispute.

#### **ARTICLE IX BUY BACK PROVISIONS**

- 9.1 Mapleton System. a. The parties acknowledge Mapleton's significant capital contributions towards Spanish Fork's sewer system, and that Mapleton may one day need to construct its own sewer system. If Mapleton decides to construct its own sewer system, it may terminate this agreement and negotiate with Spanish Fork the amount of reimbursement it will receive for its capital contributions, based upon the depreciation of the facilities, their condition, and value.
- b. If Mapleton decides to construct its own sewer system, it may phase out of the Spanish Fork plant, but must eventually take all of its sewerage into its own system. Any such phasing may not take longer than three years. As Mapleton phases out of the Spanish Fork plant, it may make additional capacity available to Spanish Fork. Once Mapleton is no longer using its allotted capacity, in whole or in part, Spanish Fork will begin to reimburse Mapleton its contributions towards capital facilities in proportion to the amount Mapleton has reduced its allotted capacity. For example, if Mapleton reduces its use of its allotted capacity by 10%, Spanish Fork will begin to reimburse Mapleton for 10% of its investment in capital facilities.
- c. Mapleton shall give one year written notice to Spanish Fork of its intent to construct its own sewer system and terminate this agreement.
- d. Unless otherwise agreed to by the parties, the reimbursement period shall be five years and shall commence 30 days from the date Mapleton makes additional capacity available. Spanish Fork will make a down payment of 50% and pay the balance in five annual installments. Upon reimbursement being made, Mapleton will relinquish its ownership interest in the Facility and Spanish Fork will become the owner of the Facility.
- e. No interest will accrue on any money owed to Mapleton by Spanish Fork during the reimbursement period.

#### **ARTICLE X MISCELLANEOUS PROVISIONS**

10.1 Adoption of Ordinances. Each City agrees to adopt and enforce such ordinances as are reasonably necessary to permit the purposes of this Agreement to be accomplished. Mapleton further agrees to maintain an ordinance in substantially the same format as Spanish Fork City Municipal Code section 13.32.010. et. seq. (Public Sewer System Regulations and Pretreatment Standards). Mapleton further agrees to be subject to the provisions of §13.32.010. et seq. (Public Sewer System Regulations and Pretreatment Standards). Mapleton further agrees to be subject to the provisions of Chapter 32 of Title 13.

10.2 Joint Cooperation. The Cities hereby agree to cooperate with each other in the planning for the future capital improvements to the Facility or the construction of new treatment facilities for the joint use of the Cities. The installation of such capital improvements or new treatment facilities and costs to be assumed by each city with respect thereto shall be subject to provisions of a separate written Agreement between

the Cities.

10.3 Authorized Agreement. Each City hereby represents and warrants that its Governing Body has taken all action as required by law to approve this Agreement and to authorize execution of this Agreement on behalf of that City.

10.4 Force Majeure. In case by reason of force majeure, either City shall be rendered unable wholly or in part to carry out its obligations under this Agreement, other than the obligation of each City to make the payments required under the terms hereof, then such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, and the obligations of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove and overcome such inability with reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts or public enemy, an order from any kind of the government of the United States or the State of Utah, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, arrests, restraint of government and people, civil disturbance, explosions, breakage, accidents to machinery or collection line, or the partial or complete inability of Spanish Fork to treat and dispose of such wastewater on account of any other cause not reasonably within the control of Spanish Fork.

10.5 Miscellaneous Provisions. a. This Agreement shall be governed by and construed under the laws of the State of Utah.

b. The Cities shall not be deemed to be partners or joint venturers in any manner in the use or operation of the Facility.

c. Spanish Fork shall be responsible for ascertaining and overseeing compliance by the Facility with all government requirements, including in particular those of the Department of Environmental Quality and the United States Environmental Protection Agency.

d. This Agreement may be amended from time to time by mutual written Agreement between the Cities, provided that said amendment does not jeopardize or adversely affect any notes, bonds or other instruments relating to the financing of the construction of the Facility or the Collection System of either City, and that it does not invalidate or adversely affect the operation or use of the Facility.

e. If any provision of this Agreement is determined by a court of competent jurisdiction to be void, voidable, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

f. No City may assign its rights or duties under this Agreement without the prior written consent of the other City.

g. Spanish Fork will maintain ownership of all treated waste water. In the event of sale or lease, the proceeds shall be used to reduce the operation and maintenance expenses at the Facility.

IN WITNESS WHEREOF, the parties have set their hands on the date and the year above written.

SPANISH FORK CITY by:

\_\_\_\_\_  
G. WAYNE ANDERSEN, Mayor

Attest:

\_\_\_\_\_  
Kent R. Clark, City Recorder

Approval as to form and compliance with Utah law:

\_\_\_\_\_  
S. Junior Baker, City Attorney

MAPLETON CITY by:

\_\_\_\_\_  
BRIAN WALL, Mayor

Attest:

\_\_\_\_\_  
Camille Brown, City Recorder

Approval as to form and compliance with Utah law:

\_\_\_\_\_  
Eric T. Johnson, City Attorney

**Spanish Fork City  
MEMORANDUM**

DATE: May 3, 2011

TO: Dave Oyler                      Kent Clark                      Junior Baker  
       Jason Sant                      Tyler Jacobson

FROM: Cindy Stone

RE: UTILITY WRITE OFF'S – FISCAL YEAR 2011

This is a written request to write off uncollectible utility accounts and bankruptcy accounts for fiscal year 2011. We have received a total of 34 bankruptcies, 2 accounts with the responsible party now deceased, 151 accounts from Mountain Land & the City Attorney's Office and 27 accounts with a balance remaining of less than \$100.00.

The Mountain Land and City Attorney accounts date back to 2007 with no payments having been received in the past two years.

The following is an estimated break down of each category to be written off and the percentage to each service: (based on FY10 write offs)

Total of 34 Bankruptcies					\$ 20,615.90
Total of 2 w/ responsible party now deceased					503.17
Total of 151 Mountain Land & attorney accounts					76,535.51
Total of 27 accts w/ remaining bal less than \$100					1,460.38
<b>TOTAL PROPOSED WRITE OFFS</b>					<b>\$ 99,114.96</b>
Electric	27%	\$ 26,761.04	Internet	4%	\$ 3,964.60
PI	7%	6,938.05	Cable TV	10%	9,911.50
Culinary Wtr	10%	9,911.50	Misc Adj	9%	8,920.35
Sewer	5%	4,955.75	Energy Tax	2%	1,982.30
Garbage	3%	2,973.45	UT Sales Tax	1%	991.15
Recycle Can	0%	.00	Late Fee	20%	19,822.99
Storm Drain	.8%	792.92	Tag Fee	.5%	495.57
			ShutOff Fee	.7%	693.80

Please advise me of your decision as soon as possible, so that I can begin the write off procedure.

Write Off History:	1999 - \$ 26,494.65	2003 - \$ 63,509.51	2007 - \$ 48,350.51
	2000 - \$ 21,579.80	2004 - \$ 40,846.53	2008 - \$ .00
	2001 - \$ 19,668.79	2005 - \$ 46,458.66	2009 - \$121,829.11
	2002 - \$ 33,120.32	2006 - \$ 44,136.00	2010 - \$ 97,535.15



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: May 11, 2011  
Re: Termination of Water Parking Agreement and Termination of Water Parking Assignment, Water Deed

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## Staff Report

On June 18, 2009 the City purchased 59.78 acre feet of Strawberry Water from Bruce and Janice Hall. The Strawberry Water was currently in a Water Parking Agreement with Strawberry Water Users Association. The City was allowed to keep the 59.78 acre feet of water parked until June 18, 2011.

We have currently acquired open space property with the recordation of the Legacy Farms Parks. The City now has enough open space to move the 59.78 acre feet of parked water to the Legacy Farms Park.

We recommend that the city council approve these two agreements which will terminate the current water parking agreement and terminate the water parking assignment as well as move the 59.78 acre feet of Strawberry Water Project Water to open space property.

Attached: Termination of Water Parking Agreement and Termination of Water Parking Assignment, Water Deed



When Recorded Return to:  
Strawberry Water Users Association  
P.O. Box 70  
Payson, Utah 84651

**TERMINATION OF WATER PARKING AGREEMENT  
AND TERMINATION OF WATER PARKING ASSIGNMENT AGREEMENT  
(SPANISH FORK CITY - 59.78 ACRE FEET)**

Office Use:

Shareholder Name: Spanish Fork City Account #: 18321/sw  
Affected Serial Numbers: 1512.007, 1512.010, 1512.032 and 1536.021 (original)  
1512.100, 1512.101, 1512.102 and 1536.023 (new)

On April 16, 2003, Bruce & Janice Hall and Sherman V & Beverly Bearnson (Grantors) executed a Water Deed, conveying to Strawberry Water Users Association (SWUA), certain rights to the use of Strawberry Valley Project (SVP) water. The rights to use SVP water that were conveyed to SWUA included rights evidenced by the following Serial Number representing the volume of SVP water indicated:

<u>Serial No.</u>	<u>Acre-Feet</u>
1536.021	9.00
1512.007	7.00
1512.010	19.98
1512.032	23.80

These water rights had been appurtenant to the following described SVP lands located in Utah County, State of Utah, to-wit:

Parcel 1: Commencing 1.01 chains East thence East 18.24 chains; thence South 1d East 368 feet of the NW corner of Section 33, Township 8 South Range 3 East SLB&M; South 1 d East 360 feet; West 1195 feet; North 1 D West 368 feet; East 1195 feet to the beginning. Represented by Serial No. 1512.032 with 23.80 acre feet

Parcel 2: Beginning .75 chains East of the Southwest corner of Section 28, Township 8 South Range 3 East, SLB&M; East 19.25 chains; North 8 rods; West 19.25 chains; South 8 rods to beginning. Area 4.00 acres; to be represented by Serial No. 1512.007 with 7.00 acre feet

Parcel 3: Commencing at the Southeast corner of Section 20, Township 8 South Range 3 East, SLB&M; thence North 219 feet; North 55d07' West 765 feet; West 40 feet; South 10 chains; East 10 chains to the beginning. Also Commencing North 10 chains from the SE corner of Section 20, Township 8 South Range 3 East, SLB&M; South 130 feet; thence Westerly 245 feet; East 200 feet to the beginning. Utah County Tax #27:031:0001, represented by SVP Serial Number 1512.010 with 19.98 acre feet.

Parcel 4: Beginning .75 chains East of the southwest corner of Section 28, Township 8

South Range 3 East, SLB&M; East 19.25 chains; North 8 rods; West 19.25 chains; South 8 rods to beginning. 9.00 acre feet represented by Serial No 1536.021.

The described April 16, 2003 Water Deed was recorded on June 20, 2003 in the books and records of the Utah County Recorder as Entry Number 93015:2003, and represented a total of 59.78 AF in Water Rights removed from said description and conveyed by Grantor to SWUA for the benefit of Bruce & Janice Hall and Sherman & Beverly Bearnson.

The April 16, 2003 Water Deed described above was executed in connection with a Strawberry Water Users Association Water Parking Agreement (April 16, 2003 Water Parking Agreement) of the same date, between Grantor and SWUA. The purpose of the April 16, 2003 Water Deed was to separate the described rights to use SVP water from the lands to which such rights had been appurtenant. The described April 16, 2003 Water Parking Agreement provides that the rights to use SVP water conveyed to SWUA would be held by SWUA for the benefit of Grantor and could, upon appropriate application of Grantor, be made appurtenant to other approved SVP lands in the future.

On June 18, 2009, an Assignment of Interest in the April 16, 2003 Water Parking Agreement for this 59.78 acre feet represented by the above numbered SVP Serial numbers, was signed by Bruce & Janice Hall and Spanish Fork City, transferring the assignment of this Water Parking Agreement to Spanish Fork City, 50 South Main, Spanish Fork, Utah 84660. This assignment was signed and approved by the East Bench Canal Company and Strawberry Water Users Association, and recorded with the Utah County Recorder's office on August 26, 2009.

Spanish Fork City, Grantor, wishes to terminate the April 16, 2003 Water Parking Agreement and June 18, 2009 Assignment of Water Parking Agreement and has signed herewith this Termination of Water Parking Agreement. Accompanying this agreement, Grantor has executed a Water Deed, transferring the 59.78 AF of water rights to use SVP water held by SWUA for the benefit of Grantor under the above-described Water Parking Agreement and Water Parking Assignment Agreement, and attach said rights to use SVP Water on land currently owned by Spanish Fork City.

Grantors, Spanish Fork City, hereby represents and warrants that: (1) they have not assigned, sold, hypothecated, or otherwise transferred, promised, committed or encumbered any right, title or interest under the April 6, 2003 Water Parking Agreement and Assignment of Water Parking Agreement of June 18, 2009, or any right to the use of SVP water represented by the described Water Parking Agreement and Assignment of Water Parking Agreement (2) no other person, firm, or entity has or claims to have any right, title or interest under the April 6, 2003 Water Parking Agreement and June 18, 2009 Assignment of Water Parking Agreement, or any right to the use of SVP water represented by such described Water Parking Agreement and Assignment; and (3) Grantor has all right to convey all right, title or interest under the April 6, 2003 Water Parking Agreement and June 17, 2009 Water Parking Assignment, or any right to the use of SVP water represented by such described Water Parking and Water Parking Assignment Agreements.

In the event any person, firm or entity shall claim an interest in either the April 3, 2003 Water Parking Agreement and June 17, 2009 Water Parking Assignment Agreement, or any right to the use of SVP water represented by such described Water Parking Agreement and Water Parking Assignment Agreement, Grantor shall indemnify, defend and hold SWUA and its directors and employees harmless from any such claims, including reasonable attorneys' fees and costs incurred in defending such claims.

NOW, THEREFORE, Spanish Fork City has paid Ten Dollars and other good and valuable consideration to Grantor to obtain all right, title and interest in and to the rights to use SVP water represented by the following Serial Number currently representing a total of 59.78 AF of SVP water:

Serial No. to be Transferred /Acre-Feet

1536.023	9.00 acre feet
1512.100	7.00 acre feet
1512.101	19.98 acre feet
1512.102	23.80 acre feet

These rights as identified immediately above will be made appurtenant to land owned currently by Spanish Fork City, for the use and benefit of the following described land:, and disposition of and by Spanish Fork City, and shall no longer be held by SWUA for the benefit of the Grantor, Spanish Fork City.

Utah County Parcel 270120027 Park 2 and Trail Corridor

A portion of the SW1/4 of Section 16, and the SE1/4 of Section 17, Township 8 South Range 3 East SLB&M, more particularly described as follows:

Beginning at a point located South 0d16'09" East along the section line 171.42 feet and West 27.02 feet from the East ¼ corner of Section 17, T 8 S R 3 E, SLB&M; Thence South 18d14'00" East 166.45 feet; thence South 61d46'00" West 143.75 feet; thence North 28d09'45" West 54.90 feet; thence South 82d41'37" West 304.66 feet; thence West 1310.28 feet; thence South 301.56 feet; thence South 89d33'12" West 4.10 feet; thence South 0d21'26" East 658.13 feet; thence South 89d25'53" West 671.10 feet; thence North 0d44'45" West 659.57 feet; Thence North 89d33'12' East 16.38 feet; thence North 6d49'30" East 375.69 feet; thence South 85d26'31" East 326.87 feet; thence along the arc of a 430.00 foot radius curve to the left 245.31 feet through a central angle of 32d41'10" (chord: North 78d12'54" East 241.99 feet) to a point of reverse curvature; thence along the arc of a 570.00 foot radius curve to the right 61.73 feet through a central angle of 6d12'16" (chord: North 64d58'27" East 61.70 feet); thence South 69.85 feet; thence East 1323.07 feet; thence North 82d41'37" East 269.36 feet; thence North 28d09'45" West 64.65 feet; thence North 61d50'15" East 143.54 feet to the point of beginning. Contains 17.74 +/- acres.

The original April 3, 2003 Water Parking Agreement and June 18, 2009 Water Parking Assignment Agreement are hereby terminated, and Grantor shall hold no right, title or interest whatsoever in or to the rights to use SVP water represented by any of the above Water Right Applications/Serial Numbers, or by any shares of SWUA Class S stock associated with such

Water Right Applications/Serial Numbers. SWUA shall make the appropriate changes to its books and records regarding the transfer of the appropriate SWUA shares.

DATED: \_\_\_\_\_

GRANTOR and GRANTEE:

\_\_\_\_\_  
Spanish Fork City

\_\_\_\_\_  
attest: Spanish Fork City

STRAWBERRY WATER USERS ASSOCIATION

\_\_\_\_\_  
by: \_\_\_\_\_

STATE OF UTAH :  
:ss.

COUNTY OF \_\_\_\_\_ :

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me, \_\_\_\_\_ of Spanish Fork City, the signers of the foregoing Termination of Water Parking Agreement and Water Parking Assignment Agreement, who duly acknowledged to me that they executed the same on behalf of Spanish Fork City.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH :  
:ss.

COUNTY OF \_\_\_\_\_ :

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me, \_\_\_\_\_ of Strawberry Water Users Association, and having been duly authorized, executed the foregoing Termination of Water Parking Agreement and Assignment of Water Parking Agreement, for and on behalf of Strawberry Water Users Association.

\_\_\_\_\_  
NOTARY PUBLIC

WATER DEED

Spanish Fork City and Strawberry Water Uses Association, Grantors, hereby convey and warrant to Spanish Fork City, 40 North Main, Spanish Fork, Utah 84660 for consideration of Ten Dollars (\$10.00) and other considerations, the following described water-right:

A right to the use of Strawberry Project Water, for the irrigation of land, evidenced by Water-Right Application for land in private ownership:

SVP Serial No 1512.100	7.00 acre feet
SVP Serial No 1512.101	19.98 acre feet
SVP Serial No 1512.102	23.80 acre feet
SVP Serial No 1536.023	9.00 acre feet

of Contracts, in the office of the County Recorder of Utah County, upon which Construction Charges have been paid in full.

Said application recites that the water-right described therein is held to wit by:

The Strawberry Water Users Association Project  
for and on behalf of Spanish Fork City

There are no mortgages or other liens against said land, except the following:

As a result of this conveyance, the quantity of water which can be beneficially used for the irrigation of 17.74 acres, more or less, of land, but not exceeding a total of 59.78 acre feet per annum will be transferred to and used upon the following described project land in Utah County to wit:

Utah County Parcel 270120027 Park 2 and Trail Corridor:  
A portion of the SW1/4 of Section 16, and the SE1/4 of Section 17, Township 8 South Range 3 East SLB&M, more particularly described as follows:

Beginning at a point located South 0d16'09" East along the section line 171.42 feet and West 27.02 feet from the East ¼ corner of Section 17, T 8 S R 3 E, SLB&M; Thence South 18d14'00" East 166.45 feet; thence South 61d46'00" West 143.75 feet; thence North 28d09'45" West 54.90 feet; thence South 82d41'37" West 304.66 feet; thence West 1310.28 feet; thence South 301.56 feet; thence South 89d33'12" West 4.10 feet; thence South 0d21'26" East 658.13 feet; thence South 890d25'53" West 671.10 feet; thence North 0d44'45" West 659.57 feet; Thence North 89d33'12' East 16.38 feet; thence North 6d49'30" East 375.69 feet; thence South 85d26'31" East 326.87 feet; thence along the arc of a 430.00 foot

radius curve to the left 245.31 feet through a central angle of 32d41'10" (chord: North 78d12'54" East 241.99 feet) to a point of reverse curvature; thence along the arc of a 570.00 foot radius curve to the right 61.73 feet through a central angle of 6d12'16" (chord: North 64d58'27" East 61.70 feet); thence South 69.85 feet; thence East 1323.07 feet; thence North 82d41'37" East 269.36 feet; thence North 28d09'45" West 64.65 feet; thence North 61d50'15" East 143.54 feet to the point of beginning. Contains 17.74 +/- acres.

The Strawberry Water Users Association and the East Bench Irrigation Company do hereby reserve all rights and interests as contained in paragraph 9 of the original Water Right Application covering Water Right Serial No. 1595 and pertaining to the above described parcels of land.

The Grantee assumes the obligations imposed upon the applicant by the said water-right application in the ratio which the water-right hereby conveyed bears to the entire water-right evidenced by said application and hereby subjects the land last above described, and all water-rights now or hereafter appurtenant thereto, to a lien to secure payment of the annual charge for operation and maintenance, as provided in said application, and all obligations of the applicant as a member of the Strawberry Water Users Association with respect to the water-right herein conveyed.

This change shall not become effective until approved by the Strawberry Water Users Association, the East Bench Irrigation Company, and the Secretary of the Interior of the United States.

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Spanish Fork City

State of Utah )ss  
County of Utah)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ and who by me duly sworn, did say that he is the \_\_\_\_\_ and that said document was signed by him in behalf of Spanish Fork City, the Grantors of this document, signers of the within instrument who duly acknowledged to me that he executed the same.

---

Notary Public

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Strawberry Water Users Association

State of Utah)

ss

County of Utah)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ and who by me duly sworn, did say that he is the \_\_\_\_\_ and that said document was signed by him in behalf of the Strawberry Water Users Association, the Grantors of this document, signers of the within instrument who duly acknowledged to me that he executed the same.

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Notary Public

This Conveyance is accepted under the terms and conditions set out herein. Dated \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

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Spanish Fork City

State of Utah)

ss

County of Utah)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ and who by me duly sworn, did say that he is the \_\_\_\_\_ and that said document was signed by him in behalf of Spanish Fork City, the Grantors of this document, signers of the within instrument who duly acknowledged to me that he executed the same.

---

Notary Public

Approved:

East Bench Irrigation Company

Attest: \_\_\_\_\_  
Secretary

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

Approved:

Strawberry Water Users Association

Attest: \_\_\_\_\_  
Secretary

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

Approved:

By: \_\_\_\_\_  
Authorized Representative of  
the Secretary of the Interior

INDEMNITY AGREEMENT

This Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Spanish Fork City and Strawberry Water Users Association, hereinafter referred to as Transferors, and Spanish Fork City, hereinafter as Transferees.

WHEREAS: The transferor has 59.78 acre feet of Strawberry Project from Project lands owned by them, and described in the attached instrument, and attach the said water to other Project lands owned by the Transferees, and described in the attached instrument, the parties hereto agree and covenant as follows:

In the event that the Transferor has the land, upon which the Project Water is appurtenant, encumbered by a mortgage or other encumbrance, and in the event the said land is sold or foreclosed upon and the water should be claimed by other individuals than the Transferee, the Transferors hereby agree and covenant that they will hold the Strawberry Water Users Association and the East Bench Irrigation Company harmless from any actions which will include all damages, attorney's fees and all costs which may be expended by said Strawberry Water Users Association or the Canal Company.

Transferor and Transferee:

\_\_\_\_\_  
Spanish Fork City

\_\_\_\_\_  
Strawberry Water Users Association



# Memo

To: Spanish Fork City Council & Mayor Andersen  
From: Chris Thompson, Public Works Director / City Engineer  
Date: May 11, 2011  
Re: 2011 Sanitary Sewer & Waterline Upgrades

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## **STAFF REPORT**

The bids for the 2011 Sanitary Sewer and Waterline Upgrades have been collected. The lowest responsible bid was submitted by Johnston & Phillips at a cost of \$329,314.75 and is within the current approved budget for utility replacements. The construction will be completed in the areas of 100 N, 200 N, 300 N, and Canyon Drive. This project consists of installing 1,700 linear feet of new drinking water and sanitary sewer utility lines.

Staff recommends that the City Council approves the contract with Johnston & Phillips for the 2011 Sewer and Waterline Upgrade Project.

Attached: Notice of Award



**NOTICE OF AWARD**

DATE: May 11, 2011

TO: Johnston and Phillips

P.O. Box 931

Springville, Utah 84663

PROJECT DESCRIPTION:

**2011 SANITARY SEWER MAIN & WATERLINE UPGRADE PROJECT**

The OWNER have considered the bid submitted by you for the above described work in response to its Advertisement For Bids dated April 11<sup>th</sup> and 12<sup>th</sup>, 2011 and information for bidders.

You are hereby notified that your bid has been accepted in the amount of

**\$329,314.75 Three Hundred Twenty Nine Thousand Three Hundred Fourteen Dollars and Seventy Five Cents**

You are required by the Information For Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond and Certificates of Insurance **within ten (10) calendar days** from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the OWNER.

DATED THIS 11 DAY OF May, 2011.

**SPANISH FORK CITY CORPORATION**

BY: \_\_\_\_\_  
G. Wayne Andersen, Mayor

ACCEPTANCE OF NOTICE  
RECEIPT OF THE ABOVE NOTICE OF AWARD IS HEREBY ACKNOWLEDGED

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

THIS THE \_\_\_ DAY OF \_\_\_\_\_, 2011.



# Memo

To: Spanish Fork City Council & Mayor Andersen  
From: Chris Thompson, Public Works Director / City Engineer  
Date: May 12, 2011  
Re: Streets Seal Coat Projects 2011

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## STAFF REPORT

The bids for the 2011 Slurry Seal Coat have been collected. The lowest responsible bid was submitted by M&M Asphalt Services Inc. at a cost of \$242,463.00 and is within the current approved budget. This project consists of installing 1,865,100 square feet of Type III Slurry Seal Coat according to the locations specified in the Asphalt Pavement Preservation Plan.

The quote from Holbrook Asphalt Co. for the 2011 HA5 Pavement Preservation Coat has been collected. The quote was submitted at a cost of \$193,250.00 which is within the current approved budget and is a sole source product. This project consists of installing 1,400,000 square feet of HA5 Seal Coat according to Asphalt Pavement Preservation Plan.

Staff recommends that the City Council approves contracts with the following companies:

1. M&M Asphalt Services Inc. for the 2011 Slurry seal Coat Project for \$242,463
2. Holbrook Asphalt Co. for the HA5 Pavement Preservation Coat Projects for \$193,250

Attached:

Slurry Seal Coat Tabulation  
Slurry Seal Coat Notice of Award  
HA5 Quote  
HA5 Notice of Award

**Bid Tabulation**

**TYPE III SLURRY SEAL PROJECT - 2011**

			M&M Asphalt Services inc.		Intermountain Slurry Seal		Morgan Pavement	
Item	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
Type III Slurry Seal Coat	1,865,100	square foot	\$ 0.1300	\$ 242,463.00	\$ 0.1345	\$ 250,855.95	\$ 0.1585	\$ 295,618.35

**NOTICE OF AWARD**

DATE: May 17, 2011

TO: M&M Aspahlt Services, Inc.

5464 West Leo Park Rd

West Jordan, Utah 84088

PROJECT DESCRIPTION:

**TYPE III SLURRY SEAL PROJECT**

The OWNER have considered the bid submitted by you for the above described work in response to its Advertisement For Bids dated **April 6 & 7, 2011** and information for bidders.

You are hereby notified that your bid has been accepted in the amount of

**\$242,463.00; Two Hundred Forty-Two Thousand Four Hundred Sixty-Three Dollars**

You are required by the Information For Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond and Certificates of Insurance **within ten (10) calendar days** from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the OWNER.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011.

**SPANISH FORK CITY CORPORATION**

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

G. Wayne Andersen, Mayor

ACCEPTANCE OF NOTICE  
RECEIPT OF THE ABOVE NOTICE OF AWARD IS HEREBY ACKNOWLEDGED

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

THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2011.



# PROPOSAL

Date	Estimate #
5/5/2011	18351

3828 South 1700 East  
 St. George, UT 84790  
 Ph: 435.652.4427 Fx: 435.656.3943  
 holbrookasphalt.com

Customer	Type of Job	Job Location
Spanish Fork City 40 South Main Street Spanish Fork, UT 84660	2011 Project	

P.O. Number	Terms	Estimator	Sales Area	State License #
	Due upon completion	MB	Utah	371406-5501

Description	Quant...	Rate	Total
** HA5 HIGH DENSITY MINERAL BOND: ( 1,400,000 SQ. FT. Minimum) -- Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment.  Included in HA5 installation: - Street Surface Preparation (dust and debris removal) - Traffic Control - Resident Communication Management (Preparation and Distribution of Road Closure Notification Flyers)	1,400,000	0.134	187,600.00
Performance Bond	1	5,650.00	5,650.00

	<b>Total</b>	\$193,250.00
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Prices quoted above are good for 30 days from date of proposal. This proposal becomes a written contract with signatures from both parties. Terms as stated above. A finance charge of two percent per month (24% annual) on all unpaid invoices.

**NOTICE OF AWARD**

DATE: May 17, 2011

TO: Holbrook Asphalt

3828 S 1700 E

St. George, Utah 84790

PROJECT DESCRIPTION:

**2011 HA5 PAVEMENT PRESERVATION COAT**

The OWNER have considered the bid submitted by you for the above described work.

You are hereby notified that your bid has been accepted in the amount of

**\$193,250.00; One Hundred Ninety-Three Thousand Two Hundred Fifty Dollars**

You are required by the Information For Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond and Certificates of Insurance **within ten (10) calendar days** from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the OWNER.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011.

SPANISH FORK CITY CORPORATION

BY: \_\_\_\_\_  
G. Wayne Andersen, Mayor

ACCEPTANCE OF NOTICE  
RECEIPT OF THE ABOVE NOTICE OF AWARD IS HEREBY ACKNOWLEDGED

BY: \_\_\_\_\_  
THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2011.



## Staff Report to City Council

<b>Agenda Date:</b>	May 17, 2011
<b>Staff Contacts:</b>	Dale Robinson
<b>Subject:</b>	Fairgrounds Building Concrete Bid & Excavation

### **Background Discussion:**

The staff has discussed various options to better utilize stall barn #6 at the fairgrounds. It is currently being used to store a couple pieces of equipment and maybe once or twice a year do we use the stalls. The county fair has used it for booth space during their event. In order to make this a more useful facility we are proposing to put in a new concrete floor and eventually enclose the building. This will provide another indoor facility that can be used for expansion of the various shows that rent the tennis court building, as well as better facilitate the county fair. It will also be used during the rodeo for an over flow reception area for participants and families. The high chaparral has become very crowded during that event. The building will also contain two more restrooms with access from inside and outside. These are really needed at the fairgrounds as during many of our events we do not have adequate restroom facilities. We have gone through the RFP process for the concrete work on the building. We received three proposals the lowest of which was RM Davis Construction. I have included the bid tabulation sheet with this document if you would like to see details, but the proposals are as follows:

RM Davis Construction - \$30,052.36  
Walker Concrete - \$39,075.04  
RB Construction - \$54,326.40

### **Budgetary Impact:**

The total cost for excavation and concrete work which will be the first phase of the building will be \$44,000. The excavation cost is estimated to be \$14,000 and will be done by Randall Bradford who has the current contract with the city. Utah County has agreed to pay half the cost so the city portion will be \$22,000. This will be submitted with the final budget revision in June.

### **Recommendation:**

Staff recommends approving the proposal from RM Davis Construction for the concrete work, as well as approval of funds to complete the first phase of the project.

### **Attachments:**

Bid tabulation sheet.

**SPANISH FORK CITY**

**Fairgrounds Building**

**Concrete 2011**

**Bid Tabulation**

NO.	ITEM	QTY	UNIT	RM Davis Const	Walker Concrete	RB Construction	AVG
				UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	End Wall Section	104	LF	\$23.78	\$44.71	\$61.00	\$42.39
				\$2,473.12	\$4,649.84	\$6,344.00	
2	Side Wall Section	324	LF	\$18.73	\$30.24	\$54.00	\$36.37
				\$6,068.52	\$9,797.76	\$17,496.00	
3	4" Concrete Slab	8424	SF	\$1.96	\$2.23	\$2.80	\$2.38
				\$16,511.04	\$18,785.52	\$23,587.20	
4	5' Concrete Sidewalk	448	LF	\$11.16	\$13.04	\$15.40	\$13.28
				\$4,999.68	\$5,841.92	\$6,899.20	
<b>GRAND TOTAL:</b>				<b>\$30,052.36</b>	<b>\$39,075.04</b>	<b>\$54,326.40</b>	

City Council Agenda Item  
Information Report

Date: May 12, 2011  
To: Mayor/Council  
Re: Lease Agreement between Spanish Fork City and Woodland Hills City

Chief Brent Jarvis will be presenting this agreement at city council meeting. Our fire departments work closely together (along with Salem Fire Dept.) in the area of cross training so that when we assist each other at fires, disasters, traffic accidents, etc... most of the personnel of the departments are familiar with one another's personnel, equipment and capabilities.

We are only talking about calls in the county area we service. When we are called upon to respond to an incident in the county area we occasionally are involved in a "long term" call (like a wild-land fire) or a call that requires more resources than we may have available. Under those circumstances we often call on Woodland Hills (and/or Salem) to assist us. Woodland Hills does not have a service area contract with the county like most of the other cities. So when they come to assist us on a county incident there is nothing in place for them to be compensated for their time, equipment and personnel.

On calls that take an extended amount of time or resources, it is a great help to us and our community to be able to use them and their resources because it helps to free up our resources so they can be readily available for incidents within our own city. Additionally, it provides good cross training.

By entering into this "Lease Agreement" with Woodland Hills they would be able to be paid for the service they provide in the county area when they are called upon to assist us. As stated in the agreement, they would only be paid after Spanish Fork City had received payment from the county. Spanish Fork would bill the county for the use (lease) of the Woodland Hills time, personnel, equipment, etc... . When Spanish Fork received payment from the county we would then pay Woodland Hills. We would keep 10% of those costs for administration of the agreement.

Note: This is necessary only for Woodland Hills because they do not have a contract area with the county. Salem and the rest of us already have service areas and contracts with the county.

**Lease Agreement by and between  
Spanish Fork City  
and  
City of Woodland Hills**

COME NOW the parties hereto, SPANISH FORK CITY, "Spanish Fork" and CITY OF WOODLAND HILLS, "Woodland Hills".

**Witnesseth**

WHEREAS, Spanish Fork maintains and operates a volunteer fire department and has done so for many years, whereby it's fire department has gained a large amount of experience and expertise among its members; and

WHEREAS, Woodland Hills also operates a volunteer fire department, which is of relatively recent origin and lacks the same experience and expertise as Spanish Fork; and

WHEREAS, there are occasional fires where Spanish Fork could use the assistance of Woodland Hills and Woodland Hills could gain additional experience by assisting Spanish Fork;

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby contract, covenant, and agree as follows:

**Contract**

1. Spanish Fork, at its sole and absolute discretion, may call upon Woodland Hills for assistance in fighting fires. The Spanish Fork fire chief, or on scene incident commander, shall issue a call for assistance. Woodland Hills fire department shall respond in a timely manner, unless it is on another call or if it is on standby for incidents/potential incidents within Woodland Hills.

2. When Woodland Hills is called upon, Spanish Fork shall lease from Woodland Hills and Woodland Hills shall lease to Spanish Fork, such manpower, apparatus, and equipment that Spanish Fork calls for and which Woodland Hills has available.

3. When responding under this contract, Woodland Hills shall be under the duty to follow the orders and commands of the Spanish Fork incident commander.

4. Woodland Hills shall provide insurance for its firefighters, apparatus, and equipment, including worker's compensation insurance, and shall indemnify and hold harmless Spanish Fork from any and all liability or costs, including the costs of defense and attorneys fees, for incidents occurring under this contract. Spanish Fork may require proof of insurance as a condition precedent to calling for assistance from Woodland Hills.

5. Spanish Fork will include Woodland Hills manpower, apparatus, and equipment in invoicing any party responsible for the costs of fighting the fire. All Woodland Hills manpower, apparatus, and equipment shall be deemed those of Spanish Fork for the limited purpose of seeking compensation, but for no other reason. Woodland Hills shall remain responsible for accidents which occur en route, during the incident, or upon return. Woodland Hills' firefighters shall be deemed to be employees of Woodland Hills and not of Spanish Fork, except for the limited purpose of seeking reimbursement.

6. To the extent Spanish Fork is reimbursed for expenses related to Woodland Hills' manpower, apparatus, or equipment, it shall be forwarded to Woodland Hills, upon receipt, less an administrative fee for processing the paper work, which fee shall not exceed ten percent (10%) of the Woodland Hills portion of the amount reimbursed. Reimbursement shall be in accordance with any contract amounts in place at the time of the incident. If Spanish Fork is not reimbursed, Woodland Hills will not receive any monetary compensation, but will still have received the consideration of gaining experience and expertise.

7. Woodland Hills shall indemnify and hold harmless Spanish Fork from any liability of any kind and agrees to defend all claims arising from its participation in this agreement.

8. The term of this agreement is for one year, commencing January 1, 2011 and continuing through December 31, 2011. Unless terminated by either party giving 30 days notice, it shall automatically be renewed for ten successive one year terms.

9. This agreement represents the entire Contract between the Parties. All prior negotiations, understandings, promises, or inducements are merged herein and superseded hereby.

10. This agreement may be amended only by written document signed by all the Parties hereto.

11. In the event of a breach of this Contract, the non-breaching Party shall be entitled to recover its costs and attorney's fees, whether or not the matter is litigated.

12. This Contract is not assignable.

DATED this 17th day of May, 2011

City of Woodland Hills by:

\_\_\_\_\_  
Steve Lauritzen, Mayor

Attest:

\_\_\_\_\_  
Jody Stones, Recorder

Spanish Fork City by:

\_\_\_\_\_  
G. Wayne Andersen, Mayor

Attest:

\_\_\_\_\_  
Kent R. Clark, Recorder



# PRELIMINARY PLAT

## REPORT TO THE CITY COUNCIL R AND C SUPPLY PRELIMINARY PLAT

**Agenda Date:** May 17, 2011.

**Staff Contacts:** Dave Anderson, Community Development Director.

**Reviewed By:** Development Review Committee, Planning Commission.

**Request:** Chet Olsen is requesting Preliminary Plat approval for a two lot subdivision. The proposed subdivision would facilitate the development of a site for a fertilizer production company.

**Zoning:** Industrial 1.

**General Plan:** Industrial.

**Project Size:** 5.45 acres.

**Number of lots:** 2.

**Location:** 700 West 1000 North.

### Background Discussion

Chet Olsen proposes to subdivide a five-acre site into two lots. Mr. Olsen's objective is to eventually develop one of the two lots to accommodate a fertilizer manufacturing facility.

The proposed subdivision is a relatively simple matter. It becomes somewhat more complicated because an Annexation Agreement for this property requires that certain improvements be made when the property develops. In short, the applicant does not want to construct improvements in accordance with the agreement and City staff believes there is good reason to delay the construction of certain improvements. Therefore, the Development Review Committee has recommended that the Annexation Agreement be amended to allow for the development of improvements that will accommodate the development of the site for the fertilizer company without installing all of the master planned infrastructure at this time. In any event, it is anticipated that the master planned infrastructure will eventually be installed and that this property owner will be responsible to construct his share of the required, master planned, improvements.

Mr. Burdick will be on hand in your meeting to provide a more specific description of the Agreement and the improvements that staff believes should be constructed with this subdivision.

### Development Review Committee

The Development Review Committee reviewed this plat on April 27 and recommended that it be approved. Minutes from that meeting read as follows:

### R & C Supply

Applicant: Chet Olsen



General Plan: Industrial  
Zoning: Industrial 1  
Location: 700 West 1000 North

Mr. Peterson explained the Electric Department redlines and that he needed a load sheet. He also said that if the applicant was going to be required to install the improvements along 1000 North, then he would like conduit installed.

Mr. Johnson explained that instead of putting in the improvements he would prefer to have the applicant pay in lieu and have the City put them in at a later time. He further explained the Engineering Department's recommendation as to why they feel the applicant should pay in lieu; as not to have them out in the middle of an otherwise undeveloped area.

Mr. Anderson read the Kelly Annexation Agreement relative to improvements.

Mr. Oyler asked Mr. Baker if the DRC had the ability to change the Annexation Agreement. Mr. Baker said it was the City Council not the DRC.

Discussion was held regarding the on-site septic and the location of the City sewer.

Mr. Johnson explained that if the applicant were to pay in lieu of installing the improvements, they would be required to pay for all required improvements.

Discussion was held regarding pressurized irrigation.

Mr. Oyler said that he agreed with the applicant paying the money now instead of installing the utilities.

Discussion was held regarding connector's agreements and fire protection.

Mr. Baker asked Mr. Burdick to check into the sewer requirement for subdivisions.

Mr. Jarvis explained that all portions of structures would need to be within 150 feet from where a fire truck could drive to. He also said that he would need MSDS on all of the product the applicant would have on-site.

Mr. Johnson explained that the applicant had proposed to upgrade the driveway.

Discussion was held regarding the private driveway, storm water, irrigation ditches and bonding for landscape.

Mr. Anderson **moved** to recommend that the City Council **approve** the R & C Supply Preliminary Plat located at 700 West 1000 North subject to the following conditions:

#### Conditions

1. That Spanish Fork City's Engineering Department review the Construction and Development Standards to make sure that the proposal to operate with a septic tank meets the City standard for subdivisions.
2. That the applicant either pay the City for future improvements in the 1000 North right-of-way or install improvements in accordance with the City's master plans.
3. That the City Council amend the Kelly Annexation agreement to allow for the delay of infrastructure improvements.
4. That the applicant meet any other conditions provided by the Engineering Department.

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

#### Planning Commission

The Planning Commission reviewed this request on May 4 and recommended that it be approved. Draft minutes from that meeting read as follows:

#### R & C Supply

Applicant: Chet Olsen  
General Plan: Industrial  
Zoning: Industrial 1  
Location: 700 West 1000 North

Mr. Anderson explained that the property included in this proposal was part of the Kelly Annexation that was approved three years ago. The property is vacant today and the proposal meets the City's zoning provisions for lots in the Industrial Zone. He further explained that when the property was annexed, a well defined

development agreement was drafted that the petitioners entered into. The agreement involves bringing all the improvements to and through the property along either 1000 North or along the railroad tracks. When the petitioners agreed to the improvements they had anticipated that the property to the East would develop first. That development is now gone and the applicant has purchased the property from the petitioners who signed the agreement. City staff acknowledges the agreement that the City Council entered into and that it needs to be addressed. City staff sees some reason in not requiring that all of the customary improvements be brought to the property today. Staff recommended that the subdivision be approved with the applicant paying for the improvements along his frontage with the understanding that the City will hold those funds and be responsible to bring those utilities in at a later date.

Commissioner Christianson asked if 650 West would be improved. Mr. Anderson said that 650 West had been vacated.

Mr. Burdick explained that the only main utility that would be brought to the property was water for fire protection. The pressurized irrigation is not under I-15 so the report from Engineering explains that they would do payment in lieu of installation because they did not want dry utilities if it was going to be ten or more years before utilities are installed. They would also like to design the storm drain, curb, gutter and sidewalk as one big project. It would be in the best interest of the City to have the applicant pay in lieu instead of install the utilities.

Discussion was held regarding the sewer and a septic tank.

Chairman Christianson asked Mr. Anderson if the City would be setting precedence by allowing this applicant to pay in lieu instead of installing the utilities.

Mr. Anderson explained that he felt that a lot of the decisions that City staff made where precedence setting. He further explained that City staff tries to be as reasonable as they can to help facilitate development and that if another proposal were to come before the City, under similar circumstances, that City staff's recommendation would be the same.

Commissioner Evans expressed that he felt the reality of growth drags infrastructure into the game. That it is the way cities develop.

Discussion was held regarding the cost of utilities.

Commissioner Sorenson **moved** to recommend that the City Council **approve** the Preliminary Plat for R & C Supply located at 700 West 1000 North subject to the following conditions:

### Conditions

1. That Spanish Fork City's Engineering Department review the Construction and Development Standards to make sure that the proposal to operate with a septic tank meets the City standard for subdivisions.
2. That the applicant either pay the City for future improvements in the 1000 North right-of-way or install improvements in accordance with the City's master plans.
3. That the City Council amend the Kelly Annexation agreement to allow for the delay of infrastructure improvements.
4. That the applicant meet any other conditions provided by the Engineering Department.

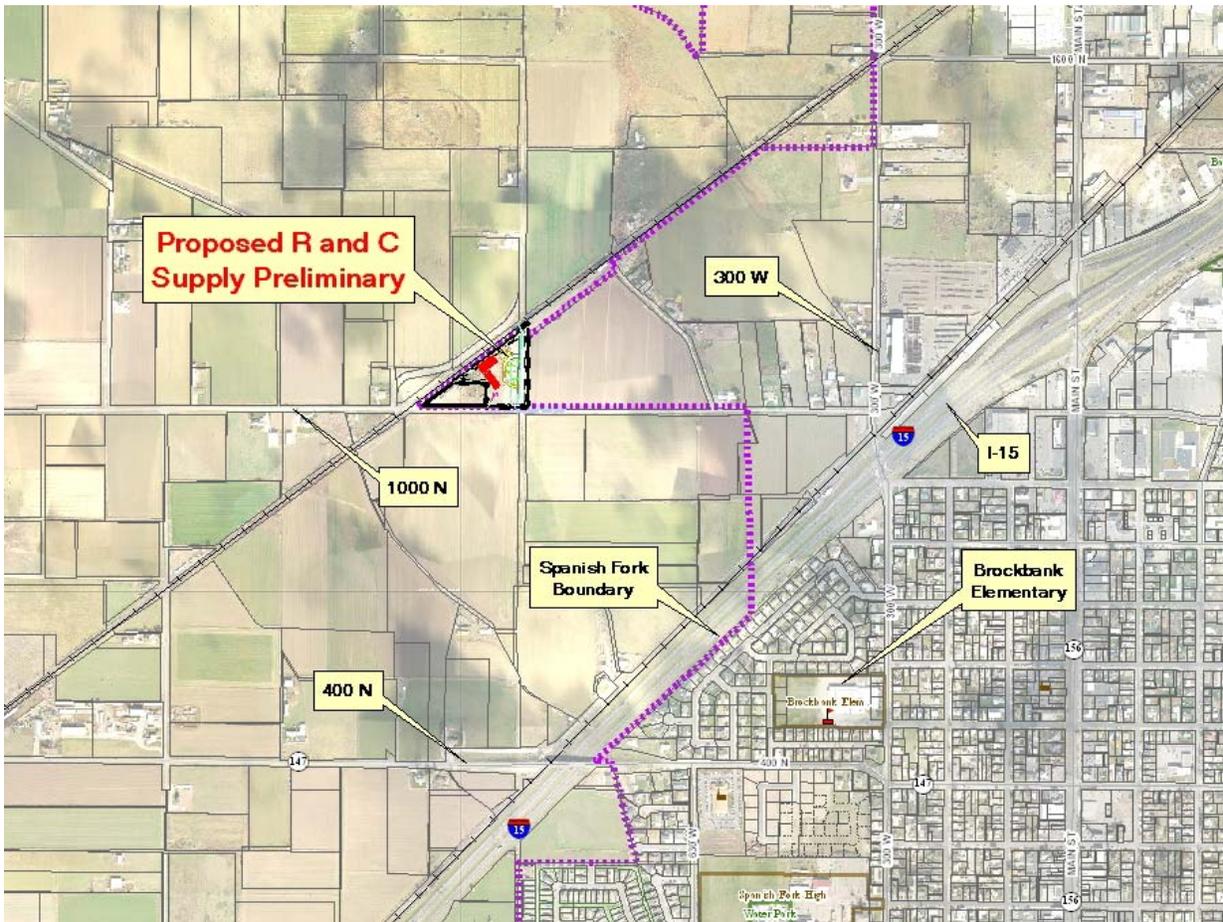
Commissioner Cope **seconded** and the motion **passed** all in favor by a roll call vote.

### Budgetary Impact

There is no anticipated budget impact with this proposed subdivision. Nonetheless, staff acknowledges the potential that the City could end up expending more in delivering utilities to this property than what the applicant might be required to pay at the time of development approval.

### Recommendation

Staff recommends that the proposed Preliminary Plat be approved.







# PRELIMINARY PLAT

## REPORT TO THE CITY COUNCIL WEST GATE MANOR PRELIMINARY PLAT

**Agenda Date:** May 17, 2011.

**Staff Contacts:** Dave Anderson, Community Development Director.

**Reviewed By:** Development Review Committee, Planning Commission.

**Request:** Jed Mitchell is requesting Preliminary Plat approval (reapproval) for a subdivision that was originally approved in August of 2004.

**Zoning:** R-1-8.

**General Plan:** Low Density Residential.

**Project Size:** 13.94 acres.

**Number of lots:** 45.

**Location:** 310 North 450 West.

### Background Discussion

A Preliminary Plat for this development was approved in August of 2004. As the last Final Plat in the development was recorded in September of 2006, more than 1 year ago, the Preliminary Plat must be reapproved before additional phases can be constructed.

No changes have been made to the street layout and no significant changes have been made to the lot layout from the previously approved Plat.

The proposed development is a standard subdivision and all lots in the development conform to the City's requirements for developments in the R-1-8 zone.

### Development Review Committee

The Development Review Committee reviewed this plat on April 20 and recommended that it be approved. Minutes from that meeting read as follows:

#### West Gate Manor

Applicant: Jed Mitchell  
General Plan: Low Density Residential  
Zoning: R-1-8  
Location: 450 West 400 North

Mr. Anderson explained that the proposal was originally approved in 2006. He further explained that the proposal was exactly the same and that the applicant was simply asking for it to be re-approved.

Mr. Johnson explained the following Engineering redlines:

1. Lots 11, 12 & 13 were redesigned into two lots. Adjust Preliminary Plat to show the changes.



2. Relocate fire hydrant from the Southeast corner of Lot 45 to the Southwest corner of Lot 45.
3. Soils Report.
4. Storm Drainage Report as per Spanish Fork City Storm Water Drainage Design Manual.
5. Manhole collars shall be improved with future phases, Plat's B & C.

Mr. Peterson explained that the power had already been designed and would need to be followed; per the design.

Mr. Baker **moved** to **approve** the West Gate Manor Preliminary Plat for Jed Mitchell located at 450 West 400 North subject to the following conditions:

**Conditions**

1. That the applicant meets the Engineering Department redlines.
2. That the applicant meets the City Development Standards.

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

**Planning Commission**

The Planning Commission reviewed this request on May 4 and recommended that it be approved. Draft minutes from that meeting read as follows:

**West Gate Manor**

Applicant: Jed Mitchell  
 General Plan: Low Density Residential  
 Zoning: R-1-8  
 Location: 310 North 450 West

Mr. Anderson explained the proposed plat had been approved several years ago. He further explained that once a Preliminary Plat is approved, a Final Plat must be recorded within the development, within one year, or the Preliminary Plat approval expires. That is what has happened with this proposal and the applicant is requesting to have the Preliminary Plat re-approved. He said that all of the lots did conform to the R-1-8 zoning provisions and that the City's Engineering Department requested a

few modifications to the construction plans so as to meet the current City construction standards.

*\*\*Tyler cope arrived at 6:08 p.m.*

Discussion was held regarding the homes that had previously been constructed, location of the utilities, the phasing plan and performance bonds being updated.

Jed Mitchell

Mr. Mitchell asked what the process would be for a current lot owner to purchase an adjacent lot to make his back yard bigger. Discussion was held regarding the process.

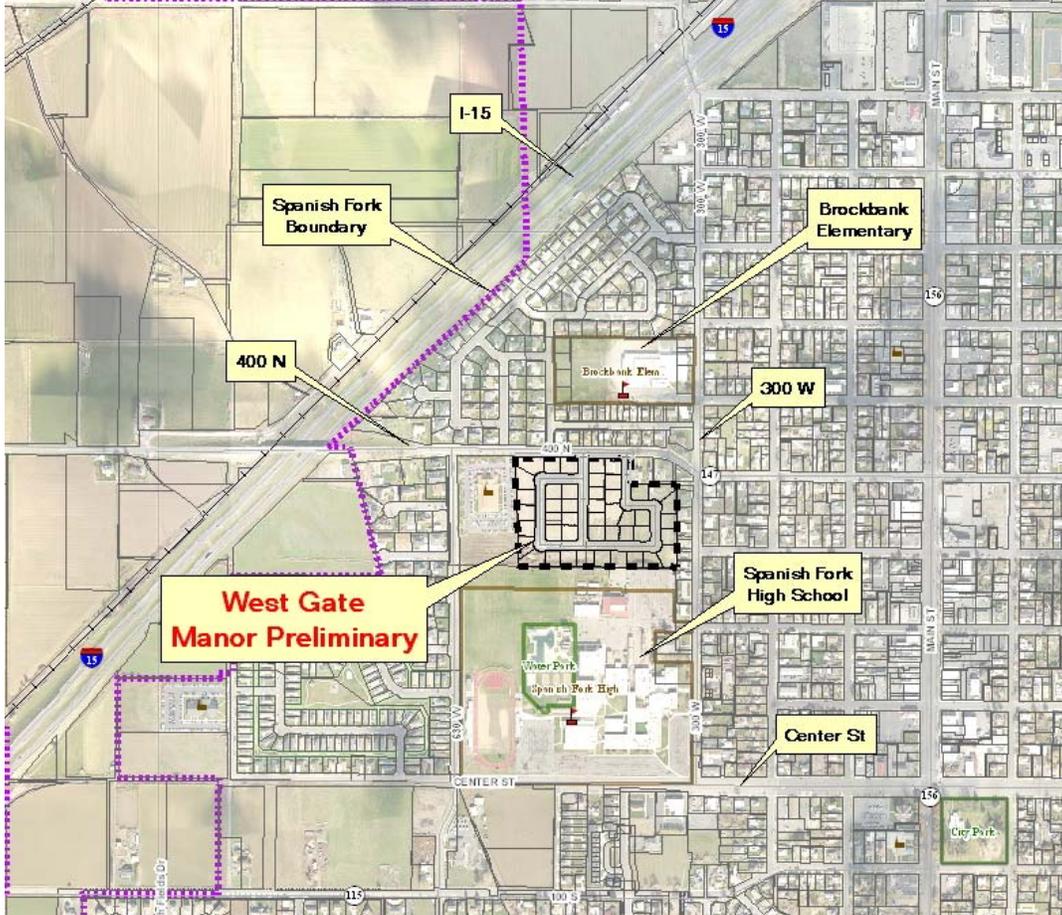
Commissioner Sorenson **moved** to recommend that the City Council **approve** the Preliminary Plat for West Gate Manor located at 310 North 450 West. Commissioner Evans **seconded** and the motion **passed** all in favor by a roll call vote.

**Budgetary Impact**

There is no anticipated budget impact with this proposed subdivision.

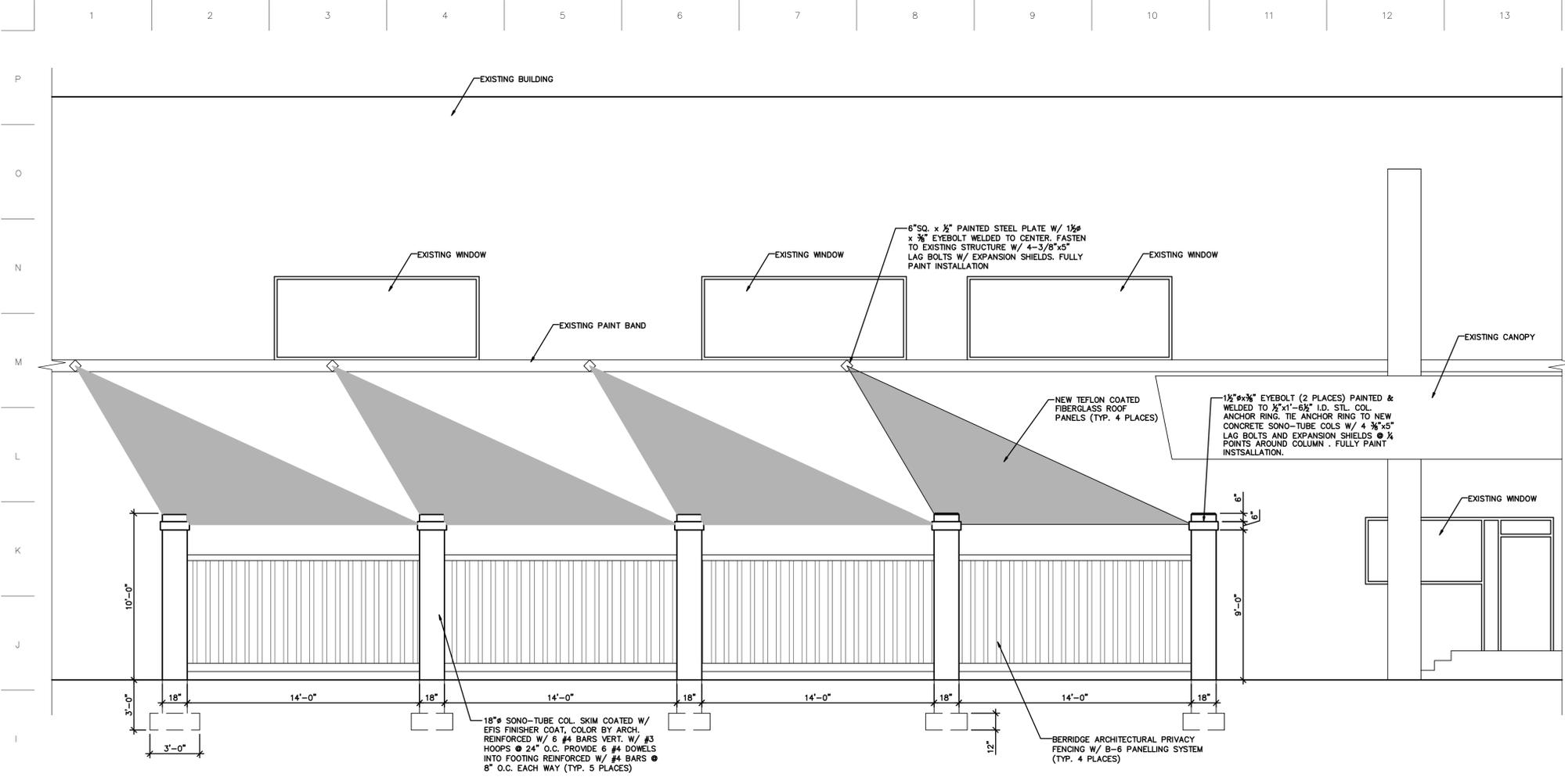
**Recommendation**

Staff recommends that the proposed Preliminary Plat be approved.



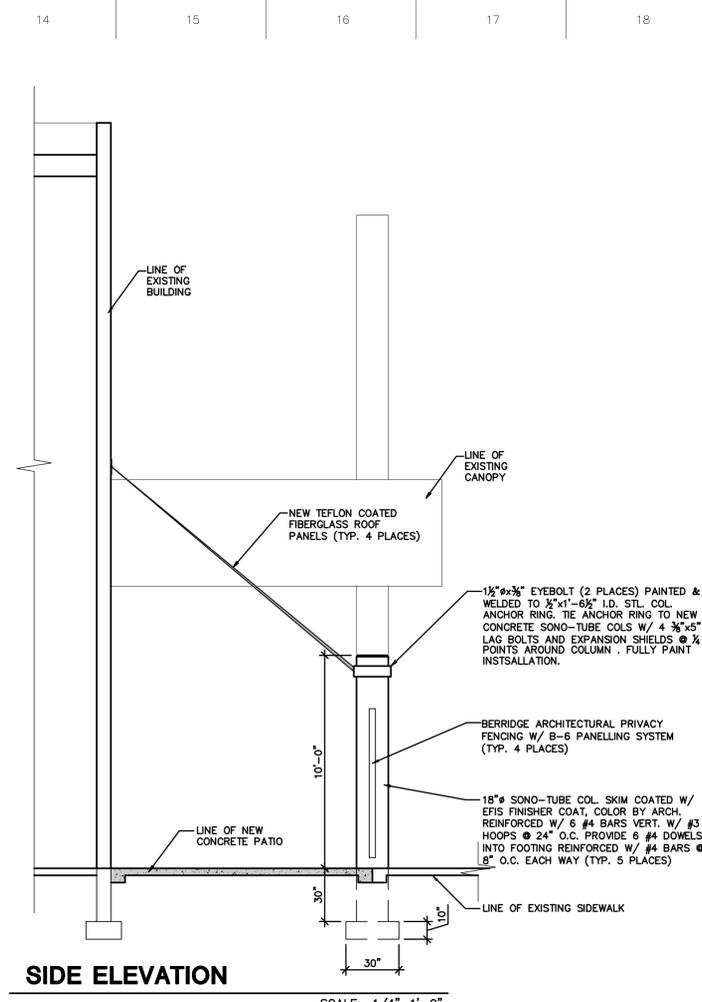






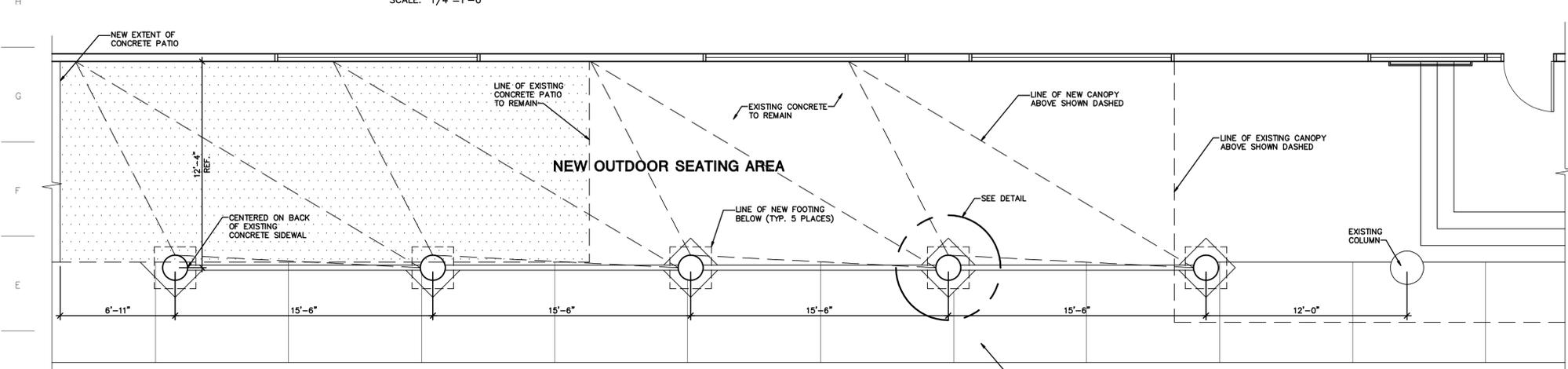
**FRONT ELEVATION**

SCALE: 1/4"=1'-0"



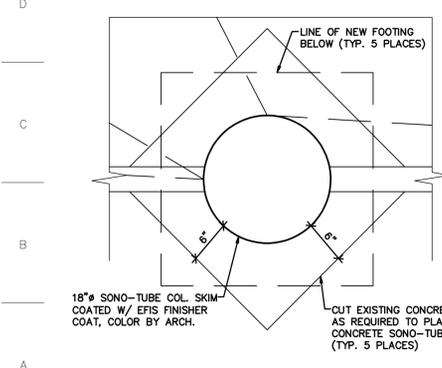
**SIDE ELEVATION**

SCALE: 1/4"=1'-0"



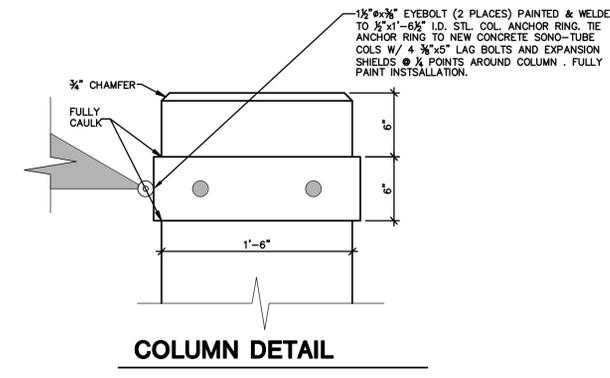
**PLAN**

SCALE: 1/4"=1'-0"

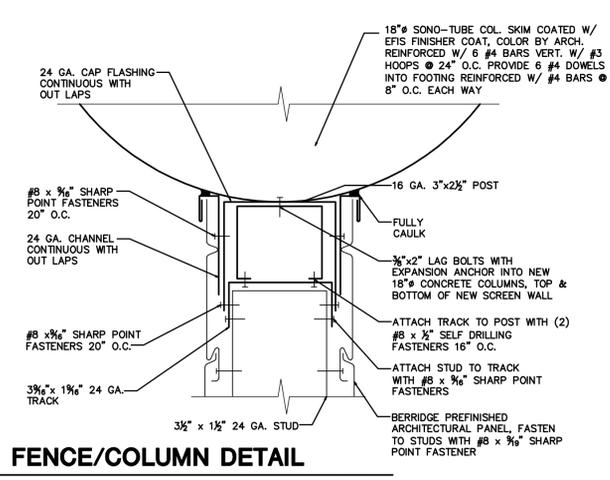


**COLUMN DETAIL**

SCALE: 1 1/2"=1'-0"



**COLUMN DETAIL**



**FENCE/COLUMN DETAIL**

SCALE: N.T.S.



**SCHOLZ + ASSOCIATES**  
 ARCHITECTURE • PLANNING • INTERIOR DESIGN  
 P.O. BOX 847, SPRINGVILLE, UTAH 84663  
 BUS: 801.373.2128 FAX: 801.373.2120 E-MAIL: kscholz@scholz-arch.com



**YOUNG LIVING WAREHOUSE**  
 SPANISH FORK, UTAH

PLDT SCALE: 1/4"=1'-0"  
 DATE: 3.17.10  
 JOB: JOB# 10-009  
 A11\_YLW\_FF.DWG  
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ISSUES/REV.	DATE:



PLANS ARE TO BE CONSIDERED BELLWORK CONSTRUCTION UNLESS SEAL AND SIGNATURE OF ARCHITECT ARE AFFIXED.



## ***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 May 17, 2011**.

### **AGENDA ITEMS:**

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

#### **2. 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 Redevelopment Agency Meeting – [June 15, 2010](#)

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

- a. FY 2012 RDA Budget

### **ADJOURN:**

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

Notice is hereby given that:

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

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

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**Tentative Minutes  
Redevelopment Agency Meeting  
June 15, 2010**

Elected Officials Present: Mayor G. Wayne Andersen, Councilman Steve Leifson, Rod Dart, Richard M. Davis, Jens P. Nielson, Keir A. Scoubes.

Staff Present: David Oyler, City Manager; Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Dave Anderson; Community Development Director; Kent Clark, Recorder/Finance Director; Dale Robinson, Parks & Recreation Director; Chris Thompson, Assistant Public Works Director; Dee Rosenbaum, Public Safety Director; Angie Warner, Deputy Recorder.

Citizens Present: Cary Hanks.

**ADJOURN TO RDA MEETING**

Councilman Leifson made a **Motion** to adjourn out of City Council Meeting and into Redevelopment Agency.

Councilman Dart **Seconded** and the motion **Passed** all in favor at 7:47p.m.

**PUBLIC HEARING:**

Kent presented the FY2010 RDA Budget Revision.

Councilman Nielson made a **Motion** to open public hearing for RDA.

Councilman Leifson **Seconded** and the motion **Passed** all in favor at 7:50pm.

No Public Comment

Councilman Davis made a **Motion** to move out of public hearing for RDA.

Councilman Dart **Seconded** and the motion **Passed** all in favor at 7:51pm.

**FY2010 RDA Budget Revision Approval**

Councilman Dart made a **Motion** to approve the FY 2010 RDA Budget Revision.

Councilman Scoubes **Seconded** and the motion **Passed** all in favor.

**CONSENT ITEMS**

Councilman Davis made a **Motion** to approve the consent items.

Councilman Nielson **Seconded** and the motion **Passed** all in favor.

**FY2011 RDA Budget Approval**

Kent presented the FY 2011 budget.

Councilman Dart made a **Motion** to approve the RDA Budget FY2011.

Councilman Leifson **Seconded** and the motion **Passed** all in favor.

Councilman Leifson made a **Motion** to move out of RDA Meeting and back into City

1 Council Meeting.  
2 Councilman Nielson **Seconded** and the motion **Passed** all in favor.

3  
4 **ADJOURN:**

5  
6 **ADOPTED:**

7  
8

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Angie Warner, Deputy Recorder

DRAFT