



CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on July 5, 2011**.

AGENDA ITEMS:

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

- a. Pledge, led by invitation
- b. Miss Salem Royalty
- c. Spanish Fork Fiesta Days Rodeo Royalty
- d. Fiesta Days Committee
- e. Recognition of Employee of the 1st Quarter 2011

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.

- a. * [Spanish Fork/Salem Area Chamber Commerce – Agenda Request](#)

3. COUNCIL COMMENTS:

4. SPANISH FORK 101: Kent Clark - Elections

5. CONSENT ITEMS:

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

- a. * [Minutes of Spanish Fork City Council Meeting – June 21, 2011](#)
- b. Cable Agreement with Black Jacks
- c. * [SFCN Garage RFP](#)

6. NEW BUSINESS:

- a. Mountainlands Association of Governments Interchanges Study Presentation – Horrocks Engineering
- b. * [Salem Sewer Agreement](#)
- c. * [UDOT Storm Drain Agreement, PIN 5753: Main Street and Volunteer Drive](#)
- d. * [Real Estate Purchase Agreement, Spanish Fork City proposes a contract to purchase 5.31 acres from MDF Estate Planning Services, Inc., Trustee of the MD & SK Forbush Investment Trust Dated December 1, 2003](#)
- e. * [Proposed Amendment to Title 5, the Amendment would allow the issuance of Itinerant Merchant and Solicitor Licenses to charitable organizations without paying a fee.](#)
- f. Council Information Updates

ADJOURN:

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

Notice is hereby given that:

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

SPANISH FORK CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. The public is invited to participate in all Spanish Fork City Council Meetings located at 40 South Main St. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at 804-4530.



AGENDA REQUEST FORM

Date of Meeting Requested to Attend: _____

All forms must be completed and returned by NOON the Tuesday before the Council Meeting requested. Thank you.

Name: Spanish Fork Salem Area Chamber of Commerce
Address: 40 S Main Spanish Fork, Utah 84660
Phone Number: 801-798-8352

Please list the subject and detailed information regarding your request:

Requesting Change to Sidewalk Sale Ordinance.
We the Chamber representing the Businesses
on Main Street would like to see the
term weekend defined as Friday, Saturday,
and Sunday.

And/or
Spanish Fork Salem Area Chamber of Commerce
Sponsored Events to include after
hours sales & Entertainment.

Craig Polanco
Signature

6/2/2011
Date

Tentative Minutes
Spanish Fork City Council Meeting
June 21, 2011

Elected Officials Present: Mayor G. Wayne Andersen, Councilmembers Rod Dart, Richard Davis. Absent Councilmembers Jens Nielson, Steve Leifson, Keir Scoubes. Councilmembers Nielson & Leifson had made arrangements for a telecommunications meeting according to Spanish Fork Municipal Code 2.08.035.

Staff Present: Junior Baker, City Attorney; Dave Oyler, City Manager; Seth Perrins, Assistant City Manager; Chris Thompson, Public Works Director; Dale Robinson, Parks & Recreation Director; Kent Clark, City Recorder/Finance Director; Dee Rosenbaum, Public Safety Director; Angie Warner, Deputy Recorder; Pam Jackson, Library Director; John Bowcut, IS Director.

Citizens Present: Bethany VanMoos, Michaela Mecham, Brylee Jo Biggs, David M. Peterson, Aaron D. Cloward, Calvin Youd, Jeff Nelson, David Ahrens, Mark Ahrens, Lana Creer Harris, Cary Hanks, Dana Robinson, Mila Ryder, Steve Broadbent, Andy Perkins, Matt Nelson, Colten Hudson, Donald W. Meyer, Colton Malherbe, Robert Carter, Jack Lundell, Susan Barber.

CALL TO ORDER, PLEDGE, RECOGNITION:

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

Mark Ahrens led in the pledge of allegiance.

Mayor Andersen introduced the Spanish Fork High School Baseball Team. They won their state championship. Mayor Andersen recognized & congratulated Coach Jim Nelson for receiving the National High School Baseball Coach of the Year Award.

Coach Jeff Nelson thanked everyone for the support.

Councilman Dart said he read that Spanish Fork High School Baseball Team was ranked #2 in the nation.

Mayor Andersen introduced the Santaquin Royalty

Miss Santaquin Michaela Mecham, introduced her attendants and highlighted some of their events at Orchard Days.

PUBLIC COMMENTS:

Cary Hanks with the Spanish Fork/Salem Area Chamber of Commerce said they had a great turnout at the Economic Summit. Ms. Hanks thanked everyone for attending.

Councilman Dart commented that there are a lot of businesses signing up with the Chamber of Commerce.

Agenda Request

Dave Peterson asked the Council to waive the fee for the solicitor license. Mr. Peterson wants to canvas the City to raise money for a foundation for kids with brain tumors. Mr. Peterson

48 would like the money to go to the foundation. Mr. Peterson is asking to have the ordinance
49 changed so he doesn't have to come back each year.

50

51 Mayor Andersen asked Mr. Peterson if he would meet with the City Finance Director.

52 Mayor Andersen skipped down to the new business section to address the resolution that is on
53 the agenda.

54

55 Councilmembers Leifson & Nielson joined the discussion via telephone as per the
56 telecommunications ordinance (2.08.035).

57

58 **Resolution #11-07 Concerning Proposed Redistricting Plans for the Utah State Senate**

59 Mayor Andersen explained and read the resolution.

60

61 Councilman Davis made a **Motion** to **approve** the Resolution #11-07 Concerning Proposed
62 Redistricting Plans for the Utah State Senate.

63 Councilman Dart **Seconded** and the motion **passed** all in favor by roll call vote.

64

65 Mayor Andersen said there will be a meeting tomorrow night in Provo regarding this issue.

66

67 Councilman Leifson left the telecommunications meeting at this point. Councilman Nielson
68 continued with the telecommunications meeting through adjournment.

69

70 Councilman Dart made a **Motion** to move into the Public Hearing to discuss FY 2011 Budget
71 Revision Adoption.

72 Councilman Davis **Seconded** and the motion **passed** all in favor at 6:30 p.m.

73

74 **PUBLIC HEARING:**

75 **FY 2011 Budget Revision Adoption**

76 Kent Clark presented the final FY 2011 Budget Revision #3.

77

78 Mayor Andersen welcomed any public comment.

79

80 None was given.

81

82 Councilman Davis made a **motion** to move out of Public Hearing.

83 Councilman Dart **Seconded** and the motion **passed** all in favor at 6:38 p.m.

84

85 Councilman Dart made a **Motion** to **approve** the FY 2011 Budget Revision #3.

86 Councilman Davis **Seconded** and the motion **passed** with a roll call vote all in favor.

87

88 Mayor Andersen moved to the FY 2012 Budget Adoption in the New Business section.

89

90 **FY 2012 Budget Adoption**

91 Kent Clark presented the FY 2012 Budget Adoption. The FY 2012 budget has decreased from
92 last year.

93

94 Councilman Dart made a **Motion** to **approve** the FY 2012 Budget.

95 Councilman Davis **Seconded** and the motion **passed** all in favor.

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Kent Clark presented the Springville/Spanish Fork Airport Budget. Springville City compiles the budget and presents it to Springville City Council & Spanish Fork City Council for approval.

Councilman Davis made a **motion** to **approve** the Springville/Spanish Fork Airport FY 2012 Budget.

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

ADJOURN TO RDA MEETING

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

Councilman Dart **Seconded** and the motion **Passed** all in favor at 6:48 p.m.

Councilman Dart made a **Motion** to adjourn back to City Council meeting.

Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:52 p.m.

Mayor Andersen moved to the Consent Items.

CONSENT ITEMS:

- a. Minutes of Spanish Fork City Council Meeting – June 7, 2011
- b. Public Defender Contract
- c. River Cove Subdivision Groundwater Study
- d. Sanitary Sewer System Model, Amendment #2: Masterplan Update
- e. Storm Drain Model and Masterplan Amendment #3
- f. 300 West Sewer Trunkline Capacity Study
- g. Water & Pressurized Irrigation Masterplan Documents & Impact Fee Facilities Plans
- h. Cold Springs Reconstruct Consulting Services Agreement Amendment Pond Removal
- i. Cut Bridge RFP Contract Scope of Work Modification #3
- j. Municipal Recreation Grant Agreement with Utah County
- k. Northeast Bench Change Order #2

Mayor Andersen added that subject to item "C", some language will be changed in the River Cove Subdivision Groundwater Study and approval from the City Attorney.

Councilman Dart made a **Motion** to **approve** the consent items subject to item "C", some language will be changed in the River Cove Subdivision Groundwater Study and approval from the City Attorney.

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

Councilman Davis made a **Motion** to move into the Public Hearing to discuss the Proposed Amendment to Title 15, modification to landscape requirements.

Councilman Dart **Seconded** and the motion **passed** all in favor at 6:54 p.m.

Proposed Amendment to Title 15, modification to landscape requirements

Dave Anderson explained the proposal for changes is in Title 15 under Landscape Requirements for Industrial Projects. Staff is requesting the change of three non-ornamental trees to one tree per 1,000 square feet of landscaped areas. And twenty shrubs to ten shrubs per 1,000 square feet of landscaped areas.

145 Mayor Andersen welcomed any public comment.

146

147 None was given.

148

149 Councilman Dart made a **motion** to move out of Public Hearing.

150 Councilman Davis **Seconded** and the motion **passed** all in favor at 6:57 p.m.

151

152 Councilman Dart made a **Motion** to **approve** the Ordinance 09-11 Amending the Landscape Requirements in the Industrial Zone.

154 Councilman Davis **Seconded** and the motion **passed** with a roll call vote all in favor.

155

156 **Spanish Fork/Salem Area Chamber of Commerce Agenda Request**

157 This item was table to the next meeting.

158

159 **SPANISH FORK 101: Kent Clark –Elections**

160 This item was tabled to the next meeting.

161

162 **NEW BUSINESS:**

163 **Planning Commission Appointments**

164 This item was tabled to the next meeting.

165

166 **Proposed Preliminary Plat for a 115 lot subdivision located at approximately 430 South Spanish Trails Boulevard**

168 Dave Anderson presented the Spanish Trails Preliminary Plat that is a Master Planned Development. The plat has expired and is here for re-approval to finish the development.

169

171 Councilman Davis made a **Motion** to **approve** the Proposed Preliminary Plat for a 115 lot subdivision located at approximately 430 South Spanish Trails Boulevard with the following conditions:

- 174 1. *That the applicant fence entire property with a 4' chain link fence and 18" mow curb under fence. Connect fence on the north and south sides of property to the existing fence on the east side of the property. Provide an access gate on the west side of property. Provide two fold down bollards in center of trail were fence abuts trail. Fence must meet City standards.*
- 175 2. *That the applicant run wires from sprinkler valves to controller in Swenson Baseball Complex.*
- 176 3. *That the applicant upgrade existing controller to handle additional valves and flow meter.*
- 177 4. *That the applicant install flow meter and master valve on sprinkler system main line before the first valve. Run wires for master valve and flow meter to the controller. Flow meter is Calsense and master valve is Apollo. Size according to male line size.*
- 178 5. *That the applicant landscape between the west side of the trail and the fence. Landscaping shall include:*
 - 185 a. *Grading from the trail to the existing grade at the fence of Swenson Baseball Complex.*
 - 186 b. *Sprinkler system to water entire area being landscaped (installed to City standards).*
 - 187 c. *Sod.*
- 188 6. *That the applicant plant five 2" caliper Shade Master Honey locust trees spaced evenly across the property from north to south 5' off of the east side of the trail.*
- 189 7. *That the applicant removes weeds from property and grass and revive grass to an acceptable condition.*
- 190 8. *That the applicant go through sprinkler system and adjust heads as needed. Show system to park supervisor and train him on winterization of sprinkler system.*

194

195 Councilman Dart **Seconded** and the motion **passed** all in favor.

196

197 **Proposed Preliminary Plat for a 57 lot subdivision located at approximately 775 West Mill Road**
198 Dave Anderson presented the Old Mill Estates Preliminary Plat for re-approval. This plat has one
199 minor change that will take place as plans for Mill Road change. The detention basin has been
200 changed to a retention basin.

201
202 Councilman Dart made a **Motion** to **approve** the Proposed Preliminary Plat for a 57 lot
203 subdivision located at approximately 775 West Mill Road with the following conditions:

- 204 1. *That the retention basin's land is dedicated to the City as two separate parcels and the developer will*
205 *construct the storm water retention.*
- 206 2. *That the applicant bring three phase power to the project.*
- 207 3. *That the applicant meets all of the City's Engineering Department redlines.*
208

209
210 Councilman Davis **Seconded** and the motion **passed** all in favor.

211
212 **Proposed Preliminary Plat for a 3 lot subdivision located at approximately 1450 East 100 South**
213 Dave Anderson presented the preliminary plat stating that an Assisted Living Facility will be built
214 on this property.

215
216 Councilman Davis made a **Motion** to **approve** the Proposed Preliminary Plat for a 3 lot subdivision
217 located at approximately 1450 East 100 South with the following conditions:

- 218 1. *That the wall along 150 South be removed and a masonry wall be constructed along Highway 6 and*
219 *between the project and each adjacent residential area.*
- 220 2. *That all signs be consistent with the City sign ordinance.*
- 221 3. *That an access easement be provided through the adjacent commercial development and that all*
222 *deliveries to the facility utilize that access and not public streets.*
- 223 4. *That per the ordinance, a copy of the State license be provided along with a sworn affidavit that no*
224 *person will reside or remain in the facility whose tenancy would likely constitute a direct threat to the*
225 *health or safety of other individuals or result in substantial physical damage to the property of others.*
226

227
228 Councilman Dart **Seconded** and the motion **passed** all in favor.

229
230 **Warren Call River Trail Purchase Agreement**

231 Chris Thompson said this agreement is to purchase land to connect the river trail from the river
232 bottoms. Some of the money would be used for the purchase of the land to construct a masonry
233 wall at this location.

234
235 Councilman Davis clarified that the City will give Mr. Call \$48,045.00 cash and then build the
236 wall.

237
238 Councilman Dart made a **Motion** to **approve** the Warren Call River Trail Purchase Agreement.
239 Councilman Davis **Seconded** and the motion **passed** all in favor.

240
241 **1600 North Traffic Signal Project**

242 Chris Thompson said there is a lot of congestion at this location on Main Street and the City
243 would like to install a traffic signal. This signal would be video surveillance and the lowest bid
244 went to Hamilton Brothers Electric. Staff recommends the City Council approve this item.

245
246 Councilman Davis made a **Motion** to **approve** the 1600 North Traffic Signal Project.

247 Councilman Dart **Seconded** and the motion **passed** all in favor.

248

249 **Cut Bridge Widening Design**

250 Chris Thompson explained that Public Works asked for request for proposals for a design of
251 widening the cut bridge. The proposal includes a pedestrian access and the money has already
252 been collected for the design. Stanley Consultants was the lowest bid and staff recommends
253 that the City Council approve the design portion only.

254

255 Councilman Dart made a **Motion** to **approve** the Cut Bridge Widening Design.

256 Councilman Davis **Seconded** and the motion **passed** all in favor.

257

258 **Crab Creek Trunklines Engineering Agreement**

259 Chris Thompson presented the agreement and the lowest bid was Hansen, Allen & Luce. Staff
260 recommends City Council approve this agreement.

261

262 Councilman Davis made a **Motion** to **approve** the Crab Creek Trunklines Engineering Agreement.

263 Councilman Dart **Seconded** and the motion **passed** all in favor.

264

265 **City Diversion Dam Reconstruct Design Contract**

266 Chris Thompson explained that the City owns 7% of this dam and the dam is in bad condition.
267 This contract is to begin a design and there is only a certain amount of money available. Bowen &
268 Collins was the lowest bid. Staff recommends City Council approve this contract with one
269 condition that other irrigation companies sign contracts with the City to reimburse their share of
270 the cost.

271

272 Councilman Dart made a **Motion** to **approve** the City Diversion Dam Reconstruct Design

273 Contract with the following conditions:

- 274 *1. That the work scope for phase 1 in the amount of \$18,000 on condition that each*
275 *participating entity contract with the city to pay their share of the cost as shown in the*
276 *above table.*

277 Councilman Davis **Seconded** and the motion **passed** all in favor.

278

279 Councilman Dart made a **Motion** to **adjourn** to Closed Session to discuss Legal & Land
280 Acquisition.

281 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:29 p.m.

282

283 **ADJOURN:**

284

285 **ADOPTED:**

286

287

Angie Warner, Deputy Recorder



Memo

To: Spanish Fork City Council & Mayor Andersen
From: John Bowcut, Information Systems Director
Date: June 30, 2011
Re: Spanish Fork Community Network Garage RFP

STAFF REPORT

Proposals for the SFCN Garage project have been collected. The lowest responsible bid was submitted by Michael Cutler Construction at a cost of \$278,765.25 and is within the current approved budget. The construction will be constructed in the vacant lot south of the existing SFCN Building. This project consists of constructing a 5,000 sqft garage, 800 sqft covered storage, all required utilities, asphalt pavement driveways, and all landscaping.

Staff recommends that the City Council approves the contract with Michael Cutler Construction for the SFCN Garage Project.

Attached: Notice of Award

Bid Tabulation

NOTICE OF AWARD

DATE: July 6, 2011

TO: Michael Cutler Construction

PO Box 593

Springville, Utah 84663

PROJECT DESCRIPTION:

SFCN BUILDING PROJECT

The OWNER have considered the bid submitted by you for the above described work in response to its Advertisement For Bids dated **May 23 & 24, 2011** and information for bidders.

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

**\$278,765.25; Two Hundred Seventy-Eight Thousand Seven Hundred
Sixty-Five Dollars and Twenty-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 ____ 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.

SPANISH FORK CITY

SFCN Garage

June 21, 2011

Bid Tabulation

Note: Bids shall include sales tax and all other applicable taxes and fees.

				Michael Cutler Const	Metro Builders	Ridgeline Devel	Brubaker Const	Ascent Const	CK Const	Broderick & Henderson	Interwest Const	AVG
NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE					
1	SFCN Building	1	LS	\$165,378	\$220,000	\$201,463	\$231,210	\$256,315	\$254,400	\$265,892	\$263,048	\$232,213.25
2	Site Grading	1	LS	\$6,600 \$6,600	\$1,500 \$1,500	\$19,391 \$19,391	\$19,200 \$19,200	\$18,682 \$18,682	\$17,500 \$17,500	\$20,626 \$20,626	\$60,577 \$60,577	\$20,509.50
3	48" Sanitary Sewer Manhole	1	EA	\$2,420.00 \$2,420	\$1,500.00 \$1,500	\$3,352.00 \$3,352	\$3,400.00 \$3,400	\$3,229.00 \$3,229	\$3,025.00 \$3,025	\$3,565 \$3,565	\$2,253 \$2,253	\$2,843.00
4	Grease Trap	1	EA	\$3,960.00 \$3,960	\$3,500.00 \$3,500	\$4,405.00 \$4,405	\$4,400.00 \$4,400	\$4,244.00 \$4,244	\$4,000.00 \$4,000	\$4,685 \$4,685	\$4,953 \$4,953	\$4,268.38
5	Sanitary Sewer Lateral	1	EA	\$13,695.00 \$13,695	\$2,500.00 \$2,500	\$15,541.00 \$15,541	\$15,400.00 \$15,400	\$14,973.00 \$14,973	\$4,025.00 \$4,025	\$16,530 \$16,530	\$12,211 \$12,211	\$11,859.38
6	1" Water Service	1	LS	\$3,300.00 \$3,300	\$1,550.00 \$1,550	\$3,463.00 \$3,463	\$3,600.00 \$3,600	\$3,336.00 \$3,336	\$3,200.00 \$3,200	\$3,683 \$3,683	\$3,553 \$3,553	\$3,210.63
7	1" Pressurized Irrigation Service	1	EA	\$2,640.00 \$2,640	\$800.00 \$800	\$4,460.00 \$4,460	\$4,500.00 \$4,500	\$4,297.00 \$4,297	\$4,500.00 \$4,500	\$4,744 \$4,744	\$2,230 \$2,230	\$3,521.38
8	Fire Hydrant Assembly	1	EA	\$7,150.00 \$7,150	\$3,900.00 \$3,900	\$8,161.00 \$8,161	\$8,200.00 \$8,200	\$7,863.00 \$7,863	\$8,000.00 \$8,000	\$8,680 \$8,680	\$6,123 \$6,123	\$7,259.63
9	Pretreatment Catch Basin	1	EA	\$3,850.00 \$3,850	\$1,500.00 \$1,500	\$4,100.00 \$4,100	\$4,100.00 \$4,100	\$3,950.00 \$3,950	\$3,700.00 \$3,700	\$4,360 \$4,360	\$2,709 \$2,709	\$3,533.63
10	48" Storm Drain Manhole	1	EA	\$4,010.00 \$4,010	\$2,000.00 \$2,000	\$2,687.00 \$2,687	\$2,800.00 \$2,800	\$2,589.00 \$2,589	\$2,500.00 \$2,500	\$2,858 \$2,858	\$2,253 \$2,253	\$2,712.13
11	18" Storm Drain RCP	115	LF	\$46.00 \$5,290	\$32.00 \$3,680	\$80.61 \$9,270	\$80.00 \$9,200	\$77.67 \$8,932	\$73.00 \$8,395	\$86 \$9,859	\$36 \$4,129	\$63.86
12	24" City Standard Curb & Gutter (6" Roadbase)	310	LF	\$14.90 \$4,619	\$0.00 \$0	\$19.95 \$6,185	\$15.00 \$4,650	\$19.26 \$5,971	\$21.00 \$6,510	\$25 \$7,762	\$21 \$6,414	\$16.98
13	Drive Approach (6" Concrete & 8" Roadbase)	255	SF	\$4.65 \$1,186	\$0.00 \$0	\$5.82 \$1,484	\$7.00 \$1,785	\$7.66 \$1,953	\$5.10 \$1,301	\$7 \$1,691	\$12 \$3,114	\$6.13
14	Concrete Driveway (6" Concrete & 8" Roadbase)	1600	SF	\$4.00 \$6,400	\$0.00 \$0	\$5.65 \$9,040	\$7.00 \$11,200	\$5.08 \$8,128	\$5.10 \$8,160	\$6 \$9,856	\$4 \$6,400	\$4.62
15	5' Cross Gutter w/ 8" Roadbase	225	LF	\$26.00 \$5,850	\$0.00 \$0	\$36.84 \$8,289	\$25.00 \$5,625	\$41.63 \$9,367	\$30.00 \$6,750	\$40 \$9,032	\$24 \$5,445	\$27.98
16	4' Concrete Sidewalk (4" Concrete & 4" Roadbase)	65	LF	\$15.50 \$1,008	\$0.00 \$0	\$21.88 \$1,422	\$12.00 \$780	\$20.49 \$1,332	\$25.00 \$1,625	\$86 \$5,595	\$39 \$2,514	\$27.45
17	Engineering Fill	220	Ton	\$18.00 \$3,960	\$19.00 \$4,180	\$24.93 \$5,485	\$25.00 \$5,500	\$24.02 \$5,284	\$24.00 \$5,280	\$27 \$5,832	\$19 \$4,255	\$22.60
18	3" HMA (AC-10 or equivalent & 8" Roadbase)	11000	SF	\$1.95 \$21,450	\$2.15 \$23,650	\$2.24 \$24,640	\$2.25 \$24,750	\$2.04 \$22,440	\$2.25 \$24,750	\$2 \$26,180	\$2 \$26,510	\$2.21
19	Landscaping	1	LS	\$16,000.00 \$16,000	\$40,000.00 \$40,000	\$13,929.00 \$13,929	\$16,700.00 \$16,700	\$16,174.00 \$16,174	\$21,450.00 \$21,450	\$17,856 \$17,856	\$19,652 \$19,652	\$20,220.13
GRAND TOTAL:				\$278,765.25	\$310,260.00	\$346,766.55	\$377,000.00	\$399,058.95	\$389,070.50	\$429,285.25	\$438,341.30	



MEMO

To: Mayor and Council
From: S. Junior Baker
Date: 23 June 2011
Re: Salem Sewer Agreement

On the City Council agenda, for July 5, is an interlocal agreement with Salem for the use by Spanish Fork of the Salem sewer plant. This agreement was approved by both city councils in 2008, but neither city can find a signed copy of the agreement. In the meantime, a lift station needed for this to work has been completed and the Salem sewer impact fee has dropped from \$1730 to \$1615.

This is important right now because the Old Mills Estate Subdivision, approved last council meeting, will be sewerred to Salem.



**INTERLOCAL AGREEMENT ALLOWING SEWAGE AND
WASTEWATER FROM PORTIONS OF SPANISH FORK TO FLOW TO
THE SALEM WASTEWATER TREATMENT PLANT**

THIS AGREEMENT (the "Agreement"), is made and entered into by and between SPANISH FORK CITY (Spanish Fork) 40 South Main, Spanish Fork, Utah 84660 and SALEM CITY (Salem) 30 West 100 South, P.O. Box 901 Salem City, Utah 84653, both entities are political subdivisions of the State of Utah.

WITNESSETH

WHEREAS, Spanish Fork and Salem each presently own a system for the collection and disposal of wastewater sewage; and

WHEREAS, In the future, the cities will have a common boundary along State Road 164 (Utah County 8000 South Street), with the area located north of SR 164 being in Spanish Fork and the area south of SR 164 being in Salem; and

WHEREAS, As each city grows toward each other, there is an area located both north and south of SR 164 which cannot be sewered by gravity flow to either City's wastewater treatment plant; and

WHEREAS, It makes economic sense for the Cities to cooperate in the collection and disposal of wastewater sewage in the area where sewage cannot gravity flow to a treatment plant; and

WHEREAS, The Salem Wastewater Treatment Facility is in close proximity to the area and currently has excess capacity; and

WHEREAS, in order to achieve operational economies, the Cities desire to enter into this Agreement to provide for each City's use of the Salem wastewater treatment plant to sewer the area adjacent to SR 164, as shown on Exhibit A and incorporated herein by this reference; 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, be it mutually covenanted and agreed as follows:

**SECTION ONE
PURPOSE**

The purpose of this Agreement is to provide for: (i) the use, operation and maintenance of the Salem Wastewater Treatment Facility for the mutual benefit of the Cities; and (ii) the establishment of a system for sharing the costs and expenses related to the use, operation and maintenance of the Facility.

**SECTION TWO
SCOPE OF SERVICE**

Salem shall contract with a developer to construct and install a sewer lift station in the approximate location shown on Exhibit A. The sewer lift station will pump collected wastewater to the Salem Wastewater Treatment Plant. The sewer lift station will service the area identified in Exhibit A, some of which is or will be in Salem and some of which is or will be in Spanish Fork. Salem will own the lift station and be responsible for its operation and maintenance. Spanish Fork shall pay a user fee, as set forth herein for the opportunity to use the lift station and wastewater treatment facility.

SECTION THREE FEES

For each new residential unit or equivalent residential unit (ERU) in Spanish Fork connected to the wastewater collection system feeding the sewer lift station identified in Exhibit A, Spanish Fork agrees to pay to Salem an impact fee in the amount of the Salem City sewer impact fee in place at the time of connection. Until notified otherwise, the current fee is \$1,615.00 per ERU. Spanish Fork agrees to collect the impact fee amount when a building permit is issued. Payment shall be remitted within thirty-days (30) of collection by Spanish Fork. Nothing herein shall preclude Spanish Fork from assessing its own impact fee based upon the impact to its facilities. Spanish Fork shall be obligated to notify Salem monthly of all new building permits issued during that month within the Spanish Fork area of Exhibit A.

Spanish Fork agrees to pay Salem a monthly usage fee of twenty-four dollars (\$24.00) per ERU connection. This fee is based upon the average cost for a Salem City resident. The monthly fee shall reflect the average cost of a Salem resident, rounded up to the nearest whole dollar. Payment shall be remitted to Salem monthly. Spanish Fork shall be responsible to remit payment for the number of connections that are being served each month to Salem on or before the 25th day of each month. Spanish Fork agrees to allow Salem, at Salem's expense, to inspect and verify the number of active accounts.

The parties understand and agree that the impact fee and the monthly service fee are subject to change by the Salem City Council. Salem shall be obligated to notify Spanish Fork of any changes, in the same manner it notifies its own residents. The new charges shall be effective and applicable for Spanish Fork at the same time they are effective and applicable for Salem residents.

SECTION FOUR OPERATION AND MAINTENANCE

Salem shall own and operate the lift station and the wastewater service mains, laterals, and collection lines located inside its municipal limits and outside its limits in unincorporated areas within its Comprehensive General Plan area. Salem is responsible for all of the costs, including capital costs, operation costs, and maintenance costs of the lift station and lines owned by it.

Spanish Fork shall own the wastewater service mains, laterals, and collection lines located inside its municipal limits and outside its limits in unincorporated areas within its Comprehensive General Plan area. Spanish Fork is responsible for all of the costs, including capital costs, operation costs, and maintenance costs of the lines owned by it.

SECTION FIVE CAPACITY AND GROWTH LIMITS

Salem City allocates 400 units to Spanish Fork City, within the Exhibit A area, which are allowed to flow to the Salem Wastewater Treatment Facility. A unit is the amount of discharge made by a typical residential user within Salem City. For commercial or industrial users, a residential equivalent shall be calculated and used. If Salem's growth ends up being faster than that of Spanish Fork, it has the capability to call back some portion of the 400 units. The exact number and timing shall be subject to availability and negotiation. When the Salem Wastewater Treatment Facility begins to reach capacity, the parties will jointly seek a way to increase capacity at the Wastewater Treatment Facility, provided Salem may veto any proposal which would cause it to incur financial expenditures. Expansion costs will be shared by the parties on a pro-rata basis, or as they may otherwise agree, in writing. Spanish Fork will notify Salem of any proposed industrial or commercial user which may impact the functioning or capacity of the wastewater treatment facility. Spanish Fork will also notify Salem of any applications for plat approval, which will use any portion of the 400 allocated units.

Each City may designate up to three individuals to represent it in any discussions about

increasing capacity or of approving new projects.

**SECTION SIX
EFFECTIVE DATE, TERM AND DURATION**

This Agreement shall be effective on the date it is signed by the parties, and shall continue for a period of fifty (50) years, unless sooner terminated as provided herein.

**SECTION SEVEN
FILING OF AGREEMENT**

A copy of this Agreement shall be placed on file in the Office of the City Recorder of each City and shall remain on file for public inspection during the term of this Agreement.

**SECTION EIGHT
NOTICE OF DEFAULT; CORRECTIVE ACTION**

The failure of any party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. The defaulting party shall have thirty (30) days after receipt of written notice from the other party of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within thirty (30) days after receipt of the notice.

**SECTION NINE
RIGHTS AND REMEDIES**

In the event of any breach hereunder and after the lapse of the cure period as per Section Seven above, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah. The rights and remedies of the parties hereto shall not be mutually exclusive, but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

**SECTION TEN
GOVERNING LAW, JURISDICTION, AND VENUE**

All questions with respect to the construction of this Agreement and all rights and liabilities of the parties shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Utah County, State of Utah.

**SECTION ELEVEN
COSTS OF ENFORCEMENT**

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party's costs (including, but not limited to, courts fees and expert witness costs and attorneys fees associated with the enforcement of this Agreement.

**SECTION TWELVE
NOTICE**

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, certified mail, in the United States mail addressed to a party at the address given above. Notice shall be mailed to the attention of the City Mayor at the above address. Either party shall notify the other to designate a different address for mailing.

SECTION THIRTEEN TERMINATION

Any party may terminate this Agreement after the initial term at any time by giving the other party at least one year prior written notice of the same.

SECTION FOURTEEN GENERAL PROVISIONS

A. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

C. Amendments. This Agreement may be modified only by a writing signed by each of the parties hereto.

D. Covenants and Conditions. Each provision of this Agreement performable by each City shall be deemed to be both a covenant and a condition.

E. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.

F. Binding Effect. This Agreement shall bind the parties and their respective successors.

G. Captions. The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

H. Time. Time is of the essence of each term, provision, and covenant of this Agreement.

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

J. Gender and Number. The singular number includes the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires. The word "person" means person or persons or other entity or entities or any combination of persons and entities.

K. Waiver or Forbearance. No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

L. No Partnership, Joint Venture, or Third Party Rights. Except as specifically set

forth herein, nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.

IN WITNESS WHEREOF, the parties have signed and executed this AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____ day of July, 2011.

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder

Approved as to form:

Special City Attorney

SALEM CITY by:

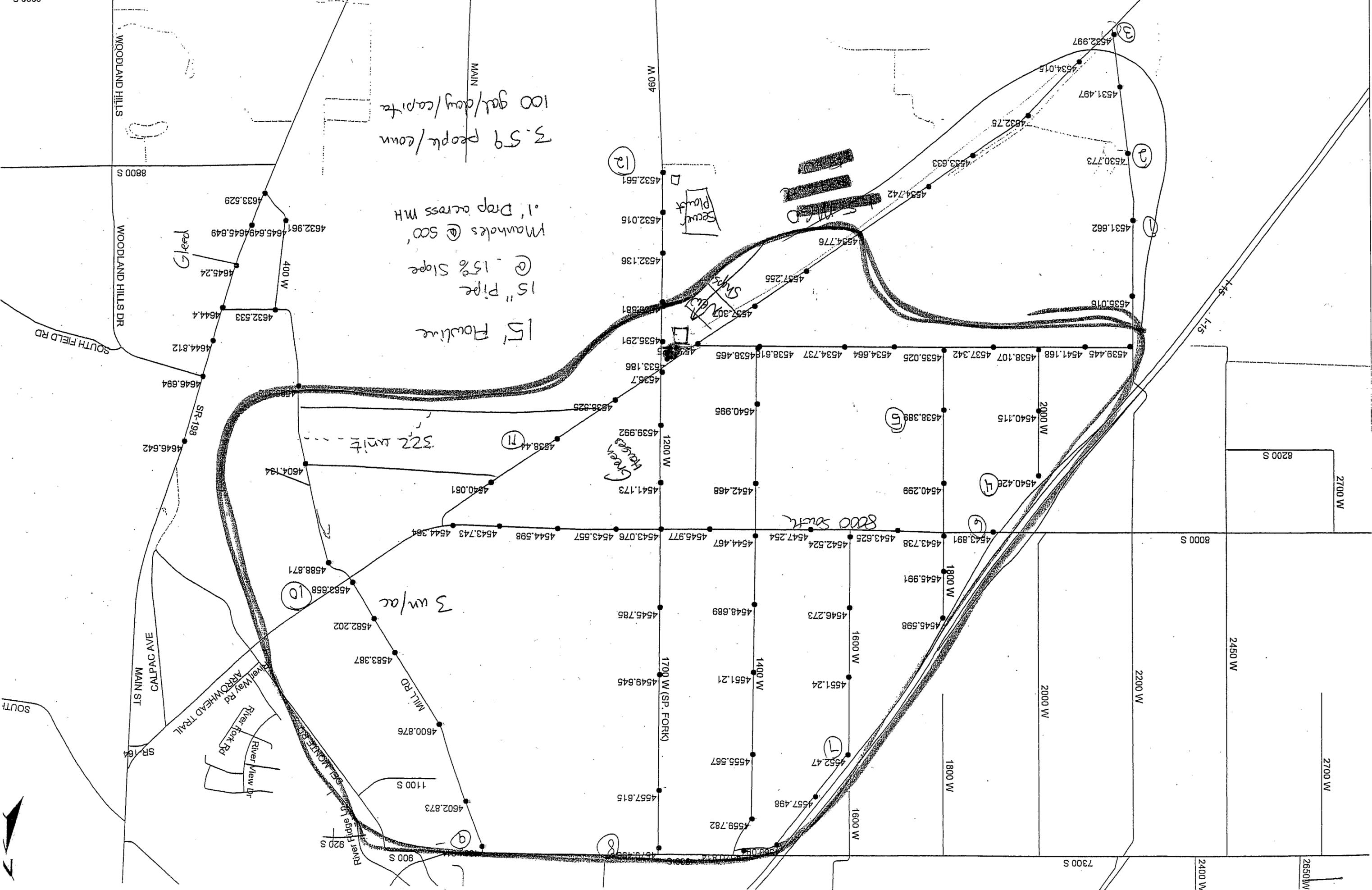
JONATHAN F. COPE, Mayor

Attest:

JEFFREY D. NIELSON, City Recorder

Approved as to form:

Special City Attorney





Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: June 27, 2011
Re: UDOT Storm Drain Agreement, PIN 5753

Staff Report

Last year UDOT reconstructed the Main Street Bridge at the Spanish Fork River and some street improvements from 800 South to Arrowhead Trail including a traffic signal at Volunteer Drive. As a part of these improvements they needed to upgrade our storm drain facility to discharge water collected on Main Street. We have determined that this upgrade would be best constructed at a later date once development on the North Side of Volunteer Drive progresses to a point that it is warranted.

We have estimated that it would cost us approximately \$10,100 to make the improvements and where this project has had a great benefit to our city we recommend that this agreement with UDOT to be approved.

Attached: Agreement



AGREEMENT

F-0198(11)12; PIN No. 5753
SR-198, Spanish Fork Main St.,
Fairgrounds to Arrowhead
SPANISH FORK CITY
Federal ID No. 87-6000284
(storm drain material)

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2011, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**” and **SPANISH FORK CITY**, a Municipal Corporation of the State of Utah, hereinafter referred to as the “**CITY**”

WITNESSETH:

WHEREAS, **UDOT** desires to partner with the **CITY** in the cost of construction of a storm drain overflow system as it relates to the newly constructed storm drain system that crosses through the parking area at the **CITY** base ball park which is located South of Volunteer Drive in Spanish Fork; and

THIS AGREEMENT is made to set out the terms and conditions whereunder said work shall be performed.

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

1. **UDOT** agrees to pay **CITY** a one time lump sum amount of \$10,100.00 to be used toward the cost of storm drain material for the overflow system.
2. **CITY** hereby agrees to relieve **UDOT** of any and all liability related to and associated with the previously mentioned storm drain system. **CITY** further agrees to maintain said storm drain system along with the overflow system at no further cost to **UDOT**.
3. All terms and conditions contained herein will perpetuate to the benefit of and be binding upon the parties hereto, their successors and assigns.
4. All terms and conditions of the existing agreement, **UDOT** agreement number 108015, shall remain in full force. No part of this agreement shall relieve the **CITY** of any responsibly or liability associated with the original agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their

AGREEMENT

F-0198(11)12; PIN No. 5753
SR-198, Spanish Fork Main St.,
Fairgrounds to Arrowhead
SPANISH FORK CITY
Federal ID No. 87-6000284
(storm drain material)

duly authorized officers as of the day and year first above written.

ATTEST:

SPANISH FORK CITY CORPORATION,
a Municipal Corporation of the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Region Utilities Coordinator

By: _____
Region Director

Date: _____

Date: _____

COMPTROLLER OFFICE

By: _____
Contract Administrator

Date: _____

REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City) and MDF Estate Planning Services, Inc., Trustee of the MD & SK Forbush Investment Trust Dated December 1, 2003 (Forbush), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. Forbush owns parcels of real property in Spanish Fork City, a portion of which City desires to obtain to construct a street, more particularly described as follows (collectively, the Property):

PARCEL #1

BEGINNING AT A POINT WHICH IS LOCATED N89°31'50"E ALONG SECTION LINE 426.33 FEET AND SOUTH 895.17 FEET FROM THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S55°34'32"E 323.57 FEET; THENCE ALONG THE ARC OF A 5049.00 FOOT RADIUS CURVE TO THE RIGHT 263.12 FEET (CHORD BEARS: S54°04'58"E 263.09 FEET); THENCE S52°35'23"E 164.09 FEET TO THE RAILROAD RIGHT-OF-WAY; THENCE ALONG RAILROAD RIGHT-OF-WAY ALONG THE ARC OF A 5898.00 FOOT RADIUS CURVE TO THE RIGHT 131.02 FEET (CHORD BEARS: S37°04'12"W 131.02 FEET); THENCE N61°38'00"W 235.74 FEET; THENCE N57°28'00"W 91.04 FEET; THENCE N62°03'00"W 324.59 FEET; THENCE N63°03'00"W 96.77 FEET TO THE STATE HIGHWAY 51 RIGHT-OF-WAY; THENCE N34°17'43"E ALONG STATE HIGHWAY 51 RIGHT-OF-WAY 223.35 FEET TO THE POINT OF BEGINNING.

CONTAINING: 3.08 ACRES

Together with a 10 foot Public Utility Easement, in perpetuity for installation, maintenance, repair, and replacement of public utilities, sidewalks, and appurtenant parts thereof and the right to reasonable access to grantor's land for the above described purposes. The Easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns. Said easement is described as follows:

A 10 FOOT PUBLIC UTILITY EASEMENT NORTHEAST OF DESCRIBED PROPERTY RUNNING PARALLEL TO AND ALONG THE NORTHEASTERLY BOUNDARY LINES.

PARCEL #2

BEGINNING AT A POINT WHICH IS LOCATED S89°31'09"W ALONG SECTION LINE 171.32 FEET AND SOUTH 515.06 FEET FROM THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N89°58'19"W 1154.74 FEET; THENCE N00°34'42"W 98.01 FEET; THENCE S89°58'19"E 660.80 FEET; THENCE ALONG THE ARC OF A 1299.00 FOOT RADIUS CURVE TO THE RIGHT 507.81 FEET (CHORD BEARS: S78°46'22"E 504.58 FEET) TO THE POINT OF BEGINNING.

CONTAINING: 2.23 ACRES

Together with a 10 foot Public Utility Easement, in perpetuity for installation, maintenance, repair, and replacement of public utilities, sidewalks, and appurtenant parts thereof and the right to reasonable access to grantor's land for the above described purposes. The Easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns. Said easement is described as follows:

A 10 FOOT PUBLIC UTILITY EASEMENT NORTH OF DESCRIBED PROPERTY RUNNING PARALLEL TO AND ALONG THE NORTH BOUNDARY LINES.

2. City is desirous of purchasing the Property upon the terms and conditions set forth herein.
3. City will pay the sum of \$265,500.00 (\$50,000.00 per acre) for the Property, together with 4.62 shares of water in Wash Creek Irrigation Co. The full purchase price is due at closing. Each party shall be responsible for their own closing costs. Forbush's closing costs shall include a three (3%) percent commission due to Monte J. Allman, who has acted as an industrial broker for Forbush. City has not used a broker/realtor.
4. The closing will take place on or before July 31, 2011. Possession shall be transferred at the time of closing.
5. The title to the property being conveyed shall be pursuant to a warranty deed and shall be vested in the name of Spanish Fork City.

6. The parties agree to use Wasatch Land and Title Insurance Company to provide a commitment for standard coverage title insurance in the amount of the purchase price. The policy shall insure that City shall be the fee simple owner of good and marketable title free and clear of all liens and encumbrances and subject to the standard exceptions as shown on the title policy. Each party shall have three (3) days after receipt of the commitment of title insurance and all relevant documents to notify the other in writing of any objections to the title. If no objection is made, all items shall be deemed permitted. If any exceptions to title are made, the other party shall have until closing to cure such exception. If exceptions are unable to be cured, the party so excepting may choose to void this agreement or to proceed with the exceptions. If voided, all obligations of the parties shall cease and this agreement shall be void without further recourse to the parties hereto.
7. City has heretofore investigated the property and determined that it is suitable for its purposes. City therefore accepts the property "as is."
8. Forbush warrants and represents as follows:
 - A. That no person or entity claiming under, by, or through Forbush has any option or contract to purchase any or all of the property to be sold or any interest therein.
 - B. The property will be free and clear of any mechanics liens resulting from work performed on or with respect to the property prior to such conveyance.
 - C. Forbush has not received written notice from any governmental body claiming any current violations of any hazardous material law,

or requiring compliance with hazardous material law, or demanding payment or contribution for environmental damage or injury to natural resources. For this purpose, hazardous material law means any State or Federal statute applicable to the property relating to the installation, use, storage, release, generation, discharge, disposal, treatment, handling, or transportation of hazardous materials.

D. Forbush, nor to their knowledge any previous owner, tenant, or occupant of the property, has engaged in or permitted operations or activities upon or allowed any use or occupancy of the property for the purpose or in any way involving the handling, manufacturing, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any hazardous materials, except for agricultural fertilization.

E. In the event, at any time prior to closing, that any party learns that any of the aforesaid representations and warranties are no longer valid, such party shall immediately notify the other in writing. The party so notified shall then have the option to proceed with this agreement subject to the changed conditions, or to void this agreement and have no further obligation to the other party.

9. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superceded hereby. This agreement may only be amended by a written agreement entered into between the parties.

10. Time is of the essence of this agreement. In case either party fails to perform the requirements of this agreement, at the time performance is required, the other party may, at its election, terminate the agreement.
11. The obligations of the parties to this agreement shall survive the closing and shall not be merged into or become a part of any of the documents executed and delivered at closing.
12. If any action, suit, or proceeding is brought by a party with respect to a matter governed by this agreement, all costs and expenses of the prevailing party in such action, suit, or proceeding, including reasonable attorneys fees, shall be paid by the non-prevailing party.
13. All risk of loss or damage to the property shall be borne by the seller until possession exchanges.

DATED this ____ day of July, 2011.

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, Recorder

MDF Estate Planning Services, Inc.,
Trustee of the MD & SK Forbush
Investment Trust Dated December
1, 2003 by:

M. DON FORBUSH, President



TO: Honorable Mayor G. Wayne Andersen and Esteemed City Council
FROM: Dave Anderson, Community Development Director
DATE: June 30, 2011
RE: Changes to Solicitor License Program for Charitable Organizations

You will recall the discussion that was held in a recent City Council meeting relative to the License Fee that the City ordinance currently prescribes for all Solicitors, including those operating for the benefit of a charitable organization.

In short, staff proposes to modify the ordinance so as to eliminate the license fee for Itinerant Merchants and Solicitors who operate for the exclusive benefit of charitable organizations. The proposed changes would be made to page 5-3 of the Municipal Code. Those changes read as follows:

D. Where the business is that of an itinerant merchant, the license fee shall be fifty dollars per day unless proceeds from the sale of any merchandise shall be returned to or used for the purpose of a charitable or otherwise non-taxed institution with permanent and substantial ties to the community. Such institutions shall include, but not be limited to, churches, scouting organizations, schools, local associations and service clubs. In the latter event, the license fee shall be ~~five dollars (\$5.00) per day~~ **waived**. The maximum license fee in any calendar year is three hundred dollars (\$300.00). Temporary sales or display of goods are allowed for a period not to exceed 120 calendar days. The license shall designate the dates the license is valid.

F. The amount for a business license for a canvasser or a Solicitor shall be \$100.00 per calendar year **unless proceeds from the solicitation are only used for the benefit of a charitable or otherwise non-taxed institution with permanent and substantial ties to the community. Such institutions shall include, but not be limited to, churches, scouting organizations, schools, local associations and service clubs. For such organizations, the license fee shall be waived.** No canvasser or solicitor license shall be valid during the period of the Fiesta Days celebration.

Please contact me with any questions or suggestions relative to this proposal.