



CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on April 17, 2012.**

AGENDA ITEMS:

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

- a. Pledge, led by invitation

2. PUBLIC COMMENTS:

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

3. COUNCIL COMMENTS:

4. CONSENT ITEMS:

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

- a. * Minutes of Spanish Fork City Council Meeting – [April 3, 2012](#)
- b. * [Spanish Highlands Ward Development Agreement](#)
- c. CenturyLink Phone Service and Long Distance Agreement – State Purchasing Contract
- d. * [MOU Between Spanish Fork City and the Utah Division of Forestry, Fire, and State Lands](#)

5. PUBLIC HEARING:

- a. * [Ordinance #04-12 Amendment to Modify the City's Requirements for Residential Treatment Centers](#)
- b. * [Ordinance #05-12 Modify the City's Requirements for the Keeping of Non-Domestic Animals](#)

6. NEW BUSINESS:

- a. * [Stone Subdivision: Proposed Preliminary Plat to Subdivide 5 Acres Located at 2600 East Canyon Road into Two Lots](#)
- b. * [Resolution #12-02 Proclaiming Arbor Day](#)

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.

Tentative Minutes
Spanish Fork City Council Meeting
April 3, 2012

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

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

Citizens Present: Stuart White, Selina Swasey, Shanae Swasey, Christie King, Cary Robarge, Cary Hanks, Brad Tanner, Mike Mendenhall, Kami Asay.

CALL TO ORDER, PLEDGE, RECOGNITION:

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

Mayor Andersen recognized Troop 1527 of Wolf Hollow.

Councilman Davis led in the pledge of allegiance.

Employee of the Quarter

Seth Perrins announced that Angie Warner is the Employee of the 4th Quarter for 2011.

PUBLIC COMMENTS:

Stuart White, owner of V-Bar Guns and Ammo, presented some proposed improvements and changes for the gun club. Mr. White has received questions regarding where someone can go to shoot hand guns. This facility would be for public use and there are funds and grants available.

Mayor Andersen asked if Mr. White would meet with the recreation committee and see if we can move forward.

Cary Hanks, director of the Spanish Fork/Salem Area Chamber of Commerce reminded everyone that this Saturday is the Easter Egg Hunt at 9am at the sports park. Volunteers have prepared approximately 15,000 eggs.

Kami Asay with the Maple Mountain student council asked the City Council if they would let the school put up street signs that say Golden Eagle Drive.

Mayor Andersen thanked Ms. Asay for asking and the council will address that request in a few minutes when they come to it on the agenda.

COUNCIL COMMENTS:

Councilman Gordon announced McKyla Theurer is the new Miss Spanish Fork. He thanked the director and staff for their dedication to the Miss Spanish Fork Pageant. Also, thanked Miss Spanish Fork 2011 Whitney Talbert. The Youth Council recruitment day had a great turn out.

48 Councilman Davis said that the City Council has been attending a lot of conferences lately
49 learning a lot about the different areas of a city.

50
51 Councilman Leifson said they attended the UMPA conference last week. The meetings train the
52 City Councilmembers to understand electric power and that it is such a big part of our budget.

53
54 Councilman Dart said the Senior Citizens bake sale to raise money for the Veteran's Home went
55 great. They sold out within 10 minutes.

56
57 Councilman Scoubes reminded the public that on April 17th the State of Utah will be conducting
58 the state wide earthquake drill.

59
60 Mayor Andersen encouraged citizens to come together to protect our water. The Spanish Fork
61 Fiesta Days Rodeo Queen contest is going on right now to decide the royalty for this year.

62

63 **CONSENT ITEMS:**

- 64 a. Minutes of Spanish Fork City Council Meeting – March 20, 2012
65 b. Utah County Municipal Recreation Grant Application
66 c. UDOT I-15 and Main Street Bridge Replacement LOMR Agreement and Bowen, Collins
67 and Associates Task Order 6
68 d. Anderson Salvage Contract

69

70 Councilman Leifson made a **Motion** to **approve** the consent items.
71 Councilman Scoubes **Seconded** and the motion **Passed** all in favor.

72

73 **NEW BUSINESS:**

74 **Request for Golden Eagle Drive Signs**

75 Chris Thompson said the City has approved requests like this before, as long as the requester
76 pays for the sign. After the signs are purchased the City will install the signs.

77

78 Councilman Dart made a **Motion** to **approve** the request allowing Golden Eagle Drive signs.
79 Councilman Davis **Seconded** and the motion **Passed** all in favor.

80

81 **Personnel Action Regarding Police Chief/Public Safety Director**

82 Mayor Andersen read the following statement;

83 *The Mayor and Council have been asked this past week about our support of Public Safety
84 Director and Police Chief Dee Rosenbaum and our decision to release him. As a body, we
85 unanimously stand beside Dee in his support and believe he is innocent. We love him and thank
86 him for his more than 34 years of service to this great community.*

87

88 *However, because Dee's POST certifications were suspended nearly 2 weeks ago by the POST
89 Council, we had no choice but to release him from this position. It is our belief that the individual
90 serving in this position should be POST certified. At the present time, we are advertising
91 nationwide to fill that position. We don't anticipate a decision for at least a couple of months.*

92

93 Mayor Andersen proposed that we release Dee Rosenbaum as Public Safety Director/Police
94 Chief effective March 27, 2012.

95

96 Councilman Gordon made a **Motion** to **approve** the Mayor's proposal to release Dee Rosenbaum
97 as Public Safety Director/Police Chief effective March 27, 2012.
98 Councilman Dart **Seconded** and the motion **Passed** all in favor with a roll call vote.
99

100 **ADJOURN:**

101 Councilman Dart made a **Motion** to **adjourn**.
102 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 6:43 p.m.
103

104 **ADOPTED:**

105 _____
106 Angie Warner, Deputy Recorder





Memo

To: Mayor & City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: April 13, 2012
Re: Spanish Highlands Detention Basin Development Agreement

Staff Report

In order to build the LDS church at approximately 2200 East 100 South a regional detention basin had to be constructed. This basin is in accordance with our masterplan and we had already collected enough impact fee money for the construction. This agreement is to reimburse the LDS church for the appraised value of the land and the actual construction costs of the regional detention basin.

We recommend that the city council approve this agreement to reimburse the church \$365,535.11 for land value and construction costs related to the Spanish Highlands Regional Detention Basin.

Attached: agreement



SPANISH HIGHLANDS WARD DEVELOPMENT AGREEMENT

COME NOW the parties hereto, Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole (“CPB”) and Spanish Fork City (City), and enter into this development agreement to assure the orderly development of real property within City limits, while maintaining and enhancing property values.

Utah Code Ann. §10-9a-102 authorizes municipalities to enter into development agreements and City has authorized the negotiation and adoption of development agreements under appropriate circumstances where the proposed development contains outstanding features which advance the policies, goals and objectives of the Spanish Fork City Comprehensive General Plan, preserves and maintains the atmosphere desired by the citizens of City, and contributes to capital improvements which substantially benefit City.

The CPB owns real property within Spanish Fork City at approximately 2100 East 100 South. CPB has submitted plans to City for approval of a site plan to develop a church on the property. City’s storm drain master plan requires a regional storm drain detention basin in the vicinity to serve the immediate area as well as future developments. The regional storm drain detention basin is included as part of the City’s Impact Fee Facilities Plan and impact fee calculations.

NOW THEREFORE, the parties hereto contract, covenant, and agree as follows:

1. The CPB has constructed, in the location designated by the City’s engineering department, a storm drain detention basin which will serve its development, as well as other, future developments.
2. City has inspected and accepted the storm drain detention basin constructed by the CPB and has incorporated it into its storm drain system.
3. City agrees to pay \$155,000.00 for 1.689 acres of property for the development of said storm drain detention basin. Price is based upon an approved appraisal done by Gurney & Associates Real Estate Appraisers
4. The CPB has incurred costs of \$210,535.11 to construct the storm drain detention basin and has submitted invoices documenting the same, which invoices have been reviewed and found accurate by City.
5. City will reimburse CPB for the costs of constructing the storm drain detention basin and costs of purchasing the property in the amount of \$365,535.11. Payment will be due within thirty (30) days after approval of this agreement by the City Council.
6. This agreement represents the entire agreement between the parties hereto. All prior negotiations, understandings, or representations are merged herein and superceded hereby.
7. Any amendment to this agreement must be in writing and be signed by all the parties hereto.

8. In the event of breach in any of the obligations of this agreement, the non-breaching party shall be entitled to recover their attorneys fees, whether or not litigation is pursued.

DATED this _____ day of _____, 2012.

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

ATTEST:

KENT R. CLARK, Recorder

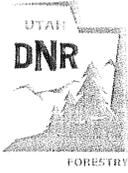
Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints,
a Utah corporation sole

By: _____

Name (Print): _____

Its: _____

Agreement Number: Ut - 60 - 10



**Memorandum of Understanding
Between the
Utah Division of Forestry, Fire, and State Lands
and the**

This memorandum of understanding is made by and between Spanish Fork City VFD hereinafter referred to as the "Department" or "District" as appropriate, and the State of Utah, Department of Natural Resources, Division of Forestry, Fire and State Lands, hereinafter referred to as "Division" as an addendum to the Utah County Cooperative Agreement. "Department" or "District" and "Division" shall hereafter be referred to jointly as "the parties".

PURPOSE OF THIS Memorandum of Understanding (MOU): to provide a mechanism for procurement, use and compensation for services provided by the fire department or district outside its jurisdictional area of responsibility to the State of Utah and its cooperators; pursuant to cooperative agreements, operating plans, closest forces agreements and suppression resource needs in support of fire suppression.

This MOU may also be used for the purposes of procuring personnel and equipment for the purposes of other fire management activities under the direction of the Division such as fuels mitigation and prescribed fire projects both inside and outside of the department or district's jurisdictional area. Any project work done for federal agencies must be done under the conditions of a separate agreement.

WITNESSETH:

WHEREAS it is in the best interest of the State of Utah and it's cooperators to have wildland fires detected and suppressed quickly before they become large and more difficult to control; and

WHEREAS the Department or District may have the capability to respond and suppress fires under the jurisdiction of the Division and/or its cooperators in a more timely and effective basis than any other assets or resources in the state; and

WHEREAS the Department or District may have the capabilities and resources to assist the Division with fire hazard mitigation projects that mutually benefit both parties;

WHEREAS the Department or District represents that it is a duly constituted fire department, fire district, or non-profit association or political subdivision of the State of Utah authorized to provide fire protection within the boundaries of the **map attached** hereto and by reference made a part hereof (Appendix A); and

WHEREAS the Department or District may also have a limited number of units of firefighting equipment that can be made available to the Division for fire management work.

NOW THEREFORE, the parties to this agreement do hereby agree as follows:

The Division Agrees:

1. To provide personnel and wildland firefighting resources inside the incorporated jurisdictional boundary of the Department or District when deemed available by the Division, and when the Department or District has exhausted its own resources or capabilities and has requested assistance from the Division and / or its cooperators. Payment for the Division's and cooperator resources will be based upon the suppression resources furnished at the actual cost of those resources to the Division.
2. To make available organizational training, and technical assistance and other expertise as available to the Department or District.
3. To make available such firefighting equipment as can be obtained and is suitable for the use of the Department or District in fire management work through programs such as Federal Excess Property Program (FEPP) by custodial agreement and the terms set forth in the Cooperative Fire Protection Agreement with the Counties throughout Utah.
4. To produce, update and distribute a handbook or manual that references rates, procedures and other references associated with this MOU.
5. To provide necessary forms as needed by the Department or District in executing its responsibilities under this agreement to the Division.
6. That the Department or District may refuse to furnish fire, police, EMT's, ambulance, or other personnel and equipment, when requested by the Division if by doing so it would reduce the Department or District resources to a level where it can no longer maintain an adequate level of fire protection or public safety on lands within its jurisdictional boundary or service area.
7. The Department or District may purchase wildland firefighting equipment and supplies through the Division's procurement system.
8. To inspect to Department or District's equipment annually or prior to use for mechanical soundness, safety and equipment inventory pursuant to NWCG guidelines and standards. This inspection does not replace the safety inspection required for vehicle license and registration by the State of Utah.

The Department Or District Agrees:

1. To provide the Division Area Office with a written report on all known wildland fires in which the Department or District wishes to be reimbursed within 30 days of occurrence along with other documentation related to billing. The report information is required for payment. Note: if a state or federal representative is on-scene, that person may relieve the Department or District of this requirement.
2. The Department or District may be requested to engage in fire management activities outside of the Department or District's jurisdictional boundaries or service area, such as another district, county, or state, provided that, in doing so, the Department or District's resources would not be reduced to a level where the Department or District can no

longer maintain an adequate level of fire protection on lands within its own jurisdictional boundary or service area.

3. To maintain and make available for use at the request of the Division, a work force and equipment subject to the provisions of this agreement, the FD manual and the Cooperative Fire Rate Agreement (Finance-100).
4. To accept direction and supervision by the Division or duly authorized representatives or NWCG or equivalent qualified cooperators while engaged in suppression activities at the Division's request. Also, to comply with the National Incident Management System (NIMS) Incident Command System (ICS) for protocol on the incident.
5. To maintain the following documentation on-board all vehicles listed on the Cooperative Fire Rate Agreement:
 - A current equipment inventory list
 - Letter of Cooperator verification
 - A copy of the Cooperative Fire Rate Agreement
 - A copy of this MOU
 - Division's Cooperator Manual
 - Pre-use inspection
 - Vehicle registration and proof of vehicle insurance
6. To provide a roster of qualified "red carded" personnel to the Division Area Office prior to each fire season. Each firefighter engaging in direct fire suppression or prescribed fire must have a current "red card" in their possession while working under this MOU. Details are found in the Division's Fire Department Manual and Rate Book.
7. To submit claims for reimbursement to the Division (Area Office) within **thirty (30) days** after release of its work force and/or equipment in the manner and form prescribed by the Division. NOTE: for every 30 days past due beyond the original 30 days described above, a 10% reduction may be deducted from the invoice amount as a penalty. No request for reimbursement will be accepted after the end of the calendar year.
8. To maintain wildland fire training qualifications and equipment standards as set forth by the Division. Personnel requested for structure protection on wildland urban interface or similar fires will be qualified to the level required for their structural firefighting position **and** basic wildland firefighter.
9. The Department or District shall provide the following insurance with a carrier authorized to conduct business with the State of Utah:
 - a. Workers' Compensation - Statutory for State of Utah
 - b. Employers' Liability;
 - i. \$100,000 each accident;

- ii. \$100,000 each employee disease; and
 - iii. \$500,000 each policy limit disease
- c. Commercial general liability limits of \$1,000,000 per occurrence and general aggregate limit. The policy shall contain a serviceability of interest provision, amount shall include coverage for:
- i. Bodily injury;
 - ii. Property damage;
 - iii. Prevision liability; and
 - iv. Personal injury.
- d. Commercial automobile insurance of \$1,000,000 combined single limit for each occurrence for all owned, hired or non-owned vehicles, applicable to claims arising from bodily injury or death or any person or property damage arising out of the ownership, maintenance or use of any vehicle.
- e. Annual Certificate of Insurance shall be provided to the Division as evidence that policies providing the required coverage and limits are in full force and effect.

IT IS MUTUALLY AGREED:

1. To the fullest extent permitted by law, the Division, the State of Utah and the Department of Natural Resources and the Department or District mutually agree to defend, indemnify and hold each other and their agents and employees harmless from and against all claims, damages, losses and expenses relating to, arising out of, resulting from, or alleged to have resulted out of any fire management activity conducted pursuant to this agreement, except that each party shall bear liability for its own intentional and negligent acts or omissions and the intentional and negligent acts or omissions of its employees or agents.
2. That claims arising from weight and balance, structural modifications and gross vehicle weight of any vehicle subject to this MOU are the sole responsibility of the Department or District to whom the vehicle belongs or possesses by agreement. The Division and its cooperators shall be held harmless by the Department or District whose vehicles are involved for any liabilities, damage, injury or claims that arise from the use and involvement of said equipment in the fighting of fires or other official use as provided for in this MOU. Any vehicles, including FEPP that the Department or District deems not suitable for the purpose of fire suppression shall be taken out of service immediately and removed from the Cooperative Rate Agreement.

To pay and reimburse the Department or District for fire management support services, which include equipment and personnel listed on the Cooperative Rate Agreement, at the rates established by the Division; provided, however, that payment for fire suppression shall be made only for such activities on land outside the Department or District's established jurisdictional boundaries or mandated service area, when requested by the agency having jurisdiction. Upon mutual agreement between the County and the Division, the Department or District may receive reimbursement for services for extended attack within their own service area on unincorporated private lands. Payment for prescribed fire and fuels work may be made for services both inside and outside of the department or district's area of jurisdiction.

3. The Department or District will also be reimbursed for fires on state or federal wildlands within its geographical boundaries or service area, unless as described in #5 below, when the Division requests services. Although, suppression action may occur under

closest forces or mutual aid in order to protect the Department or District's jurisdiction or neighboring jurisdictions during initial attack, reimbursement under this MOU should not be assumed.

4. The Department or District will only bill for back fill of permanent, full time, career paramedics and overhead firefighters at or above the Unit Leader level or, within the Operations Section, above the Single Resource level such as Task Force and Strike Team Leaders, at a rate equal to or less than the wage of the firefighter assigned under this MOU. The requesting unit may refuse to fill any position that includes back fill, portal to portal, or other entitlements charged by responding fire department resources.
5. Suppression action taken on state owned land within the incorporated boundaries of a town or city is not eligible for reimbursement under this agreement. All suppression activities in the incorporated towns and cities are the responsibility of the town or city.
6. Resources will be tracked by the local Interagency Fire Center by use of systems such as ROSS or WildCad. Resources covered under this agreement shall comply with ICS/NIMS demobilization procedures and not "self demobilize" from the assigned incident. The Division's area duty officer must approve dispatches outside of the local Interagency Fire Center dispatch zone.
7. Radio communications equipment standards under this agreement shall be narrow band (12.5 mhz) compliant. Resources being utilized within a "local area" only must have the capability of communicating by radio with the local Interagency Fire Center via the appropriate radio repeaters as well as communicate with field units on pre-programmed tactical and air to ground frequencies. Resources made available for dispatch outside of the local area shall have the ability to program all radios in the field.
8. Staffing of ordered equipment shall follow the standard staffing identified in the Cooperative Rate Agreement. However, if standard staffing cannot be achieved, a deduction will occur on the invoice or the equipment may be released for failure to comply with the terms of the Cooperative Rate Agreement. Staffing that exceeds the standard staffing identified in the Cooperative Rate Agreement or extra personnel must be approved at the time of the dispatch request. Staff that does not meet the NWCG minimum staffing requirements will not be reimbursed.
9. Support and Command vehicles shall only be eligible for compensation if ordered and approved by the Division on a case-by-case basis. Support and Command vehicles must appear on the Department or District's Cooperative Rate Agreement.
10. Payment to the Department or District will be made for services rendered. The Division will not be responsible for distribution of funds to individuals or entities other than the party to this agreement.
11. That the Department or District will be hired and reimbursed as set forth in a Cooperative Rate Agreement (Finance-100) attached hereto as Exhibit B, from the Division.
12. Equipment under Cooperative Fire Rate Agreement will not receive reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear or loss. Damage which occurs as the result of driver / operator negligence or poor maintenance will be the responsibility of the department / district.
13. Replacement of expendable supplies such as, but not limited to foam concentrate, MRE's, backfiring fuses etc. may be replaced by the incident by use of a general

message form or use of the Fire Incident Replacement form and approved by the line supervisor or a Division representative.

14. Amendments: This agreement may be modified only by a written amendment signed by the parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
15. Cancellation: The either party may terminate this agreement by written notice given to the other party, thirty (30) days in advance of the effective date of such termination.
16. Nondiscrimination: The parties' performances under this agreement shall be without discrimination as to race, color, creed, sex, or national origin.
17. Notices: All notices required by this agreement shall be in writing delivered to the person and address specified below or to such other persons or addresses as either party may designate to the other party by written notice.

DEFINITIONS

Closest Forces:	The use of the closest available appropriate qualified firefighting resources, regardless of agency, for initial attack.
Mutual Aid:	Reciprocal emergency response agreement between jurisdictional neighbors in which assistance is rendered. Traditionally this is done at no cost to the receiving agency.
Cooperator(s):	Cooperator under this agreement means agencies, entities or other stakeholders, other than the parties to this agreement, that agree to work or operate in a cooperative manner under written agreement with the Division toward common objectives such as fire suppression.
Department or District:	Refers to the fire department or fire district that is party to this MOU.
NWCG:	The National Wildfire Coordinating Group (NWCG) is made up of the USDA Forest Service; four Department of the Interior agencies: Bureau of Land Management (BLM), National Park Service (NPS), Bureau of Indian Affairs (BIA), and the Fish and Wildlife Service (FWS); and State Forestry agencies through the National Association of State Foresters. The purpose of NWCG is to coordinate programs of the participating wildfire management agencies so as to avoid wasteful duplication and to provide a means of constructively working together. Its goal is to provide a more effective execution of each agency's fire management program. The group provides a formalized system to agree upon standards of training, equipment, qualifications, and other operational functions.
FEPP:	Federal Excess Personal Property (FEPP) program, Federal property, originally purchased for use by a Federal agency, but no

longer needed by that entity, is acquired by the USDA Forest Service for loan to one of the 50 States or the Territories for use in the State's rural or wildland fire protection program. As a result, the equipment stays in service to the United States, protecting lives and property across the nation. The Federal Government retains the title. The property must be returned to Federal Government when no longer used within the fire program.

Independent Action: Action taken on lands under the protection responsibilities of another agency/entity without the notification and approval, of that agency or entity.

Fire Management: all activities required to manipulate wildland fire in order to protect values at risk, enhance public safety and meet land management objectives. Activities may include but are not limited to: fire suppression, prescribed fire, prevention and education, hazardous fuel mitigation, training, planning and preparation.

SIGNATURES

Department or District: <i>Spanish Fork City VFD</i>	Division of Forestry, Fire and State Lands
Address: <i>370 N. Main St. Spanish Fork, Ut 84660</i>	Address:
Phone #: <i>801-804-4771</i>	Phone #:
Authorized Agent:	Authorized Agent:
Authorized Signature:	Authorized Signature:
Date:	Date:

County Representative: _____

Date: _____

List of Appendixes:

- A. Department or District Jurisdictional Boundary Map
- B. Completed Cooperative Rate Agreement

Water Tender Minimum Inventory Checklist

County		Department	
Engine ID		MOU #	
Tender Type Class		Tactical	YES <input type="checkbox"/> NO <input type="checkbox"/>
Color		License #	
VIN#		FEPP F #	

3	Hose	3	Tools
	100 ft 1 ½ inch hose		1 Fire Shovel
	200 ft 2 ½ inch hose		1 Pulaski
	20 ft Suction hose with foot valve		
3	Water Handling Equipment	3	Miscellaneous
	1 1 ½ inch Double Male		1 Fire Extinguisher (5BC +)
	1 1 ½ inch Double Female		1 Handheld Radio (narrow band)
	1 2 ½ to 1 ½ Hydrant Adapter		2 MRE per person (minimum)
	1 1 ½ inch Gated Wye		1 First Aid Kit (5 person)
	1 Hose Clamp		2 Flashlights
	1 Hydrant Wrench		1 box Extra Bat (lights + radios)
	1 Spanner Wrench		2 Wheel Chocks
			5 gal Drinking Water
			5 gal Extra Fuel for truck

Tactical Tenders Must Also Have Items listed Below

	300 ft	1 inch hose		1	Belt Weather Kit
	2	1 inch Combination Nozzles		1	Drip Torch or 1cs. Fusees
	2	1 ½ inch Combination Nozzles		2	Bastard Files
	4	1 ½ inch to 1 inch Reducers		1	Chainsaw 20" bar minimum
	2 roll	Flagging		1	Chainsaw Chaps
	1	Backpack Pump		1	Chainsaw Tool Kit
				1	Eye & Ear Protection

Required Documents: Inventory, MOU, FD Handbook, Cooperator Letter, Rate Agreement, Proof of Insurance, Pre-Use Inspection

Does the apparatus have all of the appropriate interagency frequencies in a narrow band radio?

Comments:

Inspected By:	Date:
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TEXT AMENDMENT

REPORT TO THE CITY COUNCIL RESIDENTIAL TREATMENT CENTER TEXT AMENDMENT

Agenda Date: April 17, 2012.

Staff Contacts: Dave Anderson, Community Development Director.

Reviewed By: Development Review Committee, Planning Commission.

Request: The attached ordinance would modify the City's regulations for Residential Treatment Centers by potentially permitting buildings in residential neighborhoods that are larger than the surrounding buildings to be used as Residential Treatment Centers.

Zoning: City-wide.

General Plan: City-wide.

Project Size: City-wide.

Number of lots: Not applicable.

Location: Not applicable.

Background Discussion

The proposed Text Amendment would potentially allow the Reese building, and similar buildings, to be used as Residential Treatment Centers. The proposed ordinance contains language that identifies specific conditions that must be met in order for a building to qualify for what would be an exception to the typical regulations for Residential Treatment Centers.

Staff has substantial concerns about the suitability of the existing structure relative to its adaptation for a residential use. On this issue, the applicant has hired a Professional Engineer to propose upgrades that would be required in order to meet the applicable Building Code requirements. The City's Chief Building Official has reviewed the proposed upgrades and is satisfied that, with the proposed upgrades, the structure would meet applicable Building Code requirements for the conversion.

Should the proposed amendment be approved, the applicant would then be eligible to apply for a Conditional Use Permit for a Residential Treatment Center. In reviewing a complete Conditional Use Application, the City would be able to investigate the specific situation and to analyze anticipated impacts that would result with the proposed use. The City would also be able to impose specific conditions on the use in an effort to mitigate anticipated impacts that would result from the proposed use. As the Planning Commission is the Land Use Authority for Conditional Use applications, the Commission action on the application would be final.

Prior to the Planning Commission's April 4 meeting, the applicant held a meeting to provide neighbors of the Reese building an opportunity to learn more about their proposal. The Commission then reviewed the proposal and, after holding a public hearing, recommended that it be approved with a few changes. The draft that accompanies this report has been modified in an effort to match the Commission's expectations.

Planning Commission

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

Haven Home for Girls

Applicant: Myrna Dalton

General Plan: City-wide

Zoning: City-wide

Location: City-wide

Mr. Anderson explained that the proposed change is necessary, in order for the applicant to use the old Reese school, because there is a provision in the Spanish Fork City Code that limits the size of Residential Treatment Facilities based on surrounding homes. The Reese school is substantially larger than the surrounding homes making it ineligible to be considered to be used as a residential treatment facility. The proposed change to the language in the code would be to allow for putting old, vacant buildings to a beneficial use and with appropriate conditions imposed to mitigate any adverse circumstances, and provided the building can be made safe.

Terry Hoaker

Mr. Hoaker explained who Haven Home for Girls is and what they are about.

Discussion was held regarding landscape and what the applicant's intent was for beautification. Myrna Dalton explained that they anticipated new flower beds; a fish pond with a gazebo, more grass and the brick would be cleaned. She further explained that as part of the curriculum that the girls would be maintaining and caring for the landscape.

Chairman Christianson said that landscape would be key to the neighborhood.

Commissioner Gull expressed his sadness to see the building in the condition that it is in.

Ms. Angela asked what measures the school would take to not have 'drama' outside of the facility. Ms. Dalton explained that their staff is trained to diffuse those types of situations.

Ms. Angela asked if the facility would have an affect on property values. Ms. Dalton said that there facility in Orem had not negatively impacted the neighborhood there.

Robert Christmas asked about fencing and if it was a requirement. Mr. Anderson said that it was required. Mr. Christmas asked if the facility was a lockdown facility. Ms. Dalton said that it was not but that staff were there 24 hours and that they would have a surveillance system.

Karalissa Bean said that she fully supports the facility.

Stacy Snow asked why the zoning was being changed.

Mr. Anderson explained that the City allows Residential Treatment Facilities in every residential zone in the City and that the zone was not being changed and explained the impetus for the change.

Commissioner Evans explained what the ordinance addressed.

Ms. Snow asked if the facility could be used as a school because she was interested in purchasing the property to use it as a school. Mr. Anderson said that schools were a permitted use and that it could be used as a school.

Chairman Christianson asked about seismic upgrades.

Randy Jeffs

Mr. Jeffs said that the City had been provided a report by a structural engineer and explained that the building would be brought up to code.

Commissioner Gonzales asked about lighting. He is concerned that lighting will be an issue for neighboring properties. Mr. Anderson said that lighting can be measured. That lighting could be masked.

Commissioner Evans expressed concerns with the design and separation section 15.3.24.010. E of the code. He said that he felt the rules seemed arbitrary when the nature of the subject use is subjectivity. Discussion was held regarding veneer finishes to the exterior of the building, landscape percentages, parking, overhead power lines versus underground, double paned glass and whether or not the Commission wanted more latitude built into the code or hard and fast rules.

Commissioner Evans **moved** to recommend to the City Council that the ordinance amending conditions for treatment centers in existing vacant buildings be **approved** and that elements b through j be softened

to provide greater latitude to the Planning Commission in conjunction with the spirit of Conditional Use. Commissioner Gull **seconded** and the motion **passed** all in favor.

Development Review Committee

The Development Review Committee reviewed this latest proposal on March 28, 2012 and recommended that it be approved. Draft minutes from that meeting read as follows:

Haven Home for Girls

Applicant: Myrna Dalton
General Plan: City-wide
Zoning: City-wide
Location: City-wide

Mr. Anderson explained the proposed Text Amendment would essentially allow for an existing building to be used as a Residential Treatment Facility for girls. The City has been working for two years with the applicant. The City has expressed concerns with the suitability of the existing structure to house the use that the applicant would like to operate. The applicant has worked with the City's Power and Building Departments and there is enough of an understanding, relative to work that needs to be completed on the building, that the applicant will need to complete work on the building before it can be used as both an educational and residential facility. The Amendment is important in this case because we have language in the code that regulates residential treatment facilities so they cannot be larger than buildings of the average size for the particular area that they are located in. Given that the proposed structure is an old elementary school, it is substantially larger than any of the surrounding homes in the area. Without this proposed Text Amendment the school cannot be used. The applicant cannot meet the criteria for a Residential Treatment Facility given the size of the school structure. As proposed, the Text Amendment would not diminish any of the existing criteria that the City has for residential treatment facilities but would add an exception to the size criteria so that in certain cases buildings could be used. Mr. Anderson said that he had two changes to the proposed verbage; one on the first page and one on point four item d.

Discussion was held regarding landscape and what is considered greenscape.

Mr. Peterson asked if the proposed Text Amendment was specific to this proposal. Mr. Anderson said the

proposed change would open the door City-wide but that the way it is written that there were only one or two other buildings in town today that could meet this criteria.

Mr. Peterson asked what the over all feeling of the residents was. Mr. Anderson explained that the residents would not learn about the proposal, just by way of the City's process, until the applicant applies for the Conditional Use Permit.

Mr. Peterson and Mr. Burdick both expressed that they felt the neighbors should be notified before the Text Amendment goes before the City Council.

Discussion was held regarding whether or not the ordinance requires the applicant to hold a neighborhood meeting; the ordinance does not require it.

Discussion was held regarding whether or not to have the Text Amendment and the Conditional Use presented to the Planning Commission and the City Council at the same time.

Mr. Anderson said that he felt it was a good idea for the applicant to hold a neighborhood meeting.

Mr. Burdick **moved** to **approve** the ordinance amending conditions for Residential Treatments Centers in existing vacant buildings subject to the following condition:

Condition

1. That the applicant holds a neighborhood meeting before the Planning Commission meeting.

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

Budgetary Impact

Staff believes there would be little or no budgetary impact with the proposed Zoning Text Amendment.

Recommendation

Staff recommends that the proposed Ordinance Amendment be approved.

ORDINANCE NO. 04-12

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>		
BRANDON B. GORDON <i>Council member</i>		
STEVE LEIFSON <i>Council member</i>		
KEIR A. SCUBES <i>Council member</i>		

I MOVE this ordinance be adopted: _____
I SECOND the foregoing motion _____

ORDINANCE No. 04-12

AN ORDINANCE AMENDING CONDITIONS FOR TREATMENT CENTERS IN EXISTING VACANT BUILDINGS

WHEREAS, Spanish Fork City allows treatment centers in residential zones upon meeting certain conditions to maintain the residential nature of the neighborhood; and

WHEREAS, one of the conditions is that building sizes cannot exceed the size of the largest home in the neighborhood by more than twenty percent (20%); and

WHEREAS, there are just a few old schools and similar large buildings which are no longer used for the purpose they were built for and which are vacant buildings in residential zones; and

WHEREAS, putting those large buildings to a good use enhances the property values throughout the neighborhood, as old, dilapidated buildings are refurbished rather than left in a run down state; and

WHEREAS, allowing existing buildings which are in residential zones and which are vacant to be used for residential treatment facilities provides a benefit to the neighborhood if appropriate conditions can be imposed to mitigate any adverse circumstances, and provided the building can be made safe; and

WHEREAS, a public hearing was held before the Spanish Fork Planning Commission on Wednesday, the 4th day of April, 2012 where public comment was received; and

WHEREAS, a public hearing was held before the Spanish Fork City Council on Tuesday, the 17th day of April, 2012, where additional public comment was received; and

WHEREAS, putting old, vacant buildings to a beneficial use is in the best interests of the City in order to protect the health, safety, and welfare of the City and its residents;

NOW THEREFORE, be it enacted and ordained as follows:

I.

Spanish Fork Municipal Code §15.3.24.010(E)(4) is hereby created as follows:

15.3.24.010. Treatment Facilities.

E. Design and Separation.

4. An existing building which has been vacant for over one year may be converted to a residential treatment facility, if it meets all other criteria of §15.3.24.010(D) and (E), but shall be exempt from the criteria found in subsection (E)(2) and shall, in lieu thereof, meet the following criteria:
 - a. provide a report from a licenced structural engineer indicating the building is safe, or can be made safe, for its intended use. The City building official and fire inspector will have the final say on what must be done to meet current codes;
 - b. veneer finishes to the exterior of the building may be required, depending on the exterior material of the building and the other buildings in the neighborhood, to match the type and color of existing materials on other residences within the neighborhood;
 - c. bring the building up to current standards on all codes (building, fire, safety, energy, etc).
 - d. provide a landscaping plan prepared by a landscape architect which shows

a minimum of 50% of the entire site to be green landscaped, unless the size of the vacant building makes it impossible or very difficult, then a landscape plan shall be approved by the Planning Commission;

- e. provide off-street parking for all staff members on duty at the highest shift, plus one additional stall for each three residents;
- f. at the discretion of the electric division, remove any overhead electric lines and place them underground;
- g. the facility shall have a fully fenced rear yard of either masonry or solid vinyl materials six (6) feet in height;
- h. the only signage shall conform to that permitted for a home occupation;
- i. security lighting shall be adjusted such that no overflow light falls onto adjoining properties;
- j. windows shall be non-reflective;

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 17th day of April, 2012.

G. WAYNE ANDERSEN, Mayor

ATTEST:

Kent R. Clark, City Recorder



TEXT AMENDMENT

REPORT TO THE CITY COUNCIL ANIMAL BUFFER REQUIREMENT TEXT AMENDMENT

Agenda Date: April 17, 2012.

Staff Contacts: Dave Anderson, Community Development Director.

Reviewed By: Development Review Committee, Planning Commission.

Request: The attached language would remove a requirement that non-domestic animals be kept a certain distance from dwellings on neighboring properties.

Zoning: City-wide.

General Plan: City-wide.

Project Size: City-wide.

Number of lots: Not applicable.

Location: Not applicable.

Background Discussion

The proposed amendment would remove a requirement that non-domestic animals be kept a certain distance from dwellings on neighboring lots.

As proposed, the buffer requirement would be eliminated and language could be added (see point 4) if there are concerns about having pens, corrals, stable or the like located too close to a neighborhood dwelling. The Development Review Committee recommended that the proposed language be approved with or without point 4.

Planning Commission

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

Animal Rights

Applicant: Spanish Fork City
General Plan: City-wide
Zoning: City-wide
Location: City-wide

Mr. Anderson explained that the City was proposing that the buffer requirement be eliminated. He further explained that some staff members feel that point number 4 is necessary and some feel that it is not necessary. City staff is proposing that the proposal be approved with or without point number four. The idea is that when an animal is free to roam on an entire half of an acre that there is not a concern with how far the animal is from any dwelling but the impact of having an animal that is kept in a concentrated area such as a pen or corral, the area where that animal is kept needs to be at least as far from the neighboring dwelling as it is from the dwelling on the property that the animal is housed on.

Commissioner Gonzales asked who was initiating this proposal. Mr. Anderson said it was a staff initiated proposal.

Discussion was held regarding the impetus for the change.

Commissioner Evans expressed that he felt there were other sections of the ordinance that address nuisance issues and that he did not think that point number four was necessary.

Mr. Anderson said that should there be a problem with an animal being a detriment there are other sections of the ordinance that address nuisances and that, in his opinion, there is justification for removing the buffer requirement.

Commissioner Evans **moved** to recommend **approving** the animal rights text amendment without item number 4. Commissioner Gonzales **seconded** and the motion **passed** all in favor.

Development Review Committee

The Development Review Committee reviewed this latest proposal on March 28, 2012 and recommended that the proposal be approved. Draft minutes from that meeting read as follows:

Animal Rights

Applicant: Spanish Fork City
General Plan: City-wide
Zoning: City-wide
Location: City-wide

Mr. Anderson explained the existing code as it relates to animal rights and the language that is proposed to be removed. He further explained that the City did not have very many zoning provisions in the City that rely on what one neighbor can do on one side of the property line to define what another neighbor can do on the other side of the property line. With a buffer requirement like we have today, where it says that somebody must keep their horses a certain distance from a neighboring dwelling, where the dwelling is determines where the neighbor can have a horse. The more that staff discussed this they determined that because there are other protections built into the ordinance for people that may live next to a property that is large enough to have animal rights that striking the buffer is, in their opinion, okay.

Mr. Anderson **moved** to recommend that the Planning Commission **adopts** the proposed Text Amendment eliminating the buffer requirement as found under the animal section 15.3.24.090, and that the Planning Commission include the language listed as item number 4; if they feel it is necessary. Mr. Anderson **seconded** and the motion **passed** all in favor.

Budgetary Impact

Staff believes there would be little or no budgetary impact with the proposed Zoning Text Amendment.

Recommendation

Staff recommends that the proposed Ordinance Amendment be approved.

15.3.24.090 Supplementary Regulations

G. Animals

Animals are allowed in the A-E, R-R, I-1, and I-2 zoning districts with no restrictions on the maximum number. Animals are allowed in all other zoning districts subject to the following regulations:

1. The portion of the property on which the animals, except for household pets, are kept must be at least one-half (½) acre. The chart following this section sets forth the maximum number of animals which may be kept per each half acre of property. The numbers are not cumulative. A maximum of one species precludes any other species. For example, on a half-acre parcel, two horses may be kept, or four sheep, or one horse and two sheep, but two horses and four sheep are not allowed.
2. All requirements set forth in Title 6, Animals, must be met.
3. No animal shall be kept in a residential zone for the purpose of commercial production.
4. In the event that animals are occasionally kept on a portion of a parcel that is less than one half (½) acre (corrals, pens, stables, barns and so forth), that portion of the property must be as far from any neighboring dwellings as it is from the dwelling on the subject property.

Animal	Maximum# Per ½ Acre	Min. distance of barns, pens, or corrals to neighboring dwelling (In-feet)
Cattle	2	100
Horses	2	100
Sheep, Goats, Llamas, Ostriches	4	100
Poultry, Turkeys or Fowl	10	100
Hen Chickens	10	100
Rabbits	10	50
Pigeons	12	50
Ducks, Geese	8	50
Game Birds*	8	50
*with appropriate permits		

ORDINANCE NO. 05-12

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>		
BRANDON GORDON <i>Council member</i>		
STEVE LEIFSON <i>Council member</i>		
KEIR A. SCUBES <i>Council member</i>		

I MOVE this ordinance be adopted: Council member
 I SECOND the foregoing motion: Council member

ORDINANCE 05 -12

AN ORDINANCE AMENDING THE ANIMAL PROVISIONS OF THE ZONING CODE

WHEREAS, the Spanish Fork zoning code regulates the number of animals and distances from neighboring dwellings in the various zones; and

WHEREAS, regulating animals based on distance to neighboring dwellings can adversely affect both properties in ways not contemplated when the regulations were first adopted; and

WHEREAS, animals are a part of the agricultural heritage of Spanish Fork, but can become a nuisance based on noise and odors if left completely unregulated; and

WHEREAS, regulating the congregation of animals allows the agricultural heritage to continue while protecting neighboring properties from serious nuisance issues; and

WHEREAS, a public hearing was held before the Spanish Fork Planning Commission on Wednesday, the 4th day of April, 2012, where public comment was received; and

WHEREAS, a public hearing was held before the Spanish Fork City Council on Tuesday, the 17th day of April, 2012, where additional public comment was received; and

WHEREAS, the Council finds it is in the best interest of the City to amend the zoning code concerning animals;

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

I.

Spanish Fork Municipal Code §15.3.24.090(G) is hereby amended as follows:

15.3.24.090 Supplementary Regulations

G. Animals

Animals are allowed in the A-E, R-R, I-1, and I-2 zoning districts with no restrictions on the maximum number. Animals are allowed in all other zoning districts subject to the following regulations:

1. The portion of the property on which the animals, except for household pets, are kept must be at least one-half (½) acre. The chart following this section sets forth the maximum number of animals which may be kept per each half acre of property. The numbers are not cumulative. A maximum of one species precludes any other species. For example, on a half acre parcel, two horses may be kept, or four sheep, or one horse and two sheep, but two horses and four sheep are not allowed.
2. All requirements set forth in Title 6, Animals, must be met.
3. No animal shall be kept in a residential zone for the purpose of commercial production.
4. In the event that animals are occasionally kept on a portion of a parcel that is less than one-half acre (such as in corrals, pens, stables, barns, etc.), that portion of the property must be as far from any neighboring dwellings as it is from the

dwelling or principal building on the subject property.

<i>Animal</i>	Maximum# Per ½ Acre
Cattle	2
Horses	2
Sheep, Goats, Llamas, Ostriches	4
Poultry, Turkeys or Fowl	10
Hen Chickens	10
Rabbits	10
Pigeons	12
Ducks, Geese	8
Game Birds*	8
*with appropriate permits	

II.

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

DATED this 17th day of April, 2012.

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder



PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL STONE SUBDIVISION PRELIMINARY PLAT

Agenda Date: April 17, 2012.

Staff Contacts: Dave Anderson, Community Development Director.

Reviewed By: Development Review Committee, Planning Commission.

Request: Spanish Fork City is requesting Preliminary Plat approval for a 2-lot subdivision in the R-1-6 Zone.

Zoning: R-1-6.

General Plan: Medium Density Residential.

Project Size: approximately 5 acres.

Number of lots: 2.

Location: approximately 2600 East Canyon Road.

Background Discussion

Spanish Fork City proposes that approximately 5-acres be subdivided into two lots with a redesigned alignment for 2550 East.

Planning Commission

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

Stone Subdivision

Applicant: Spanish Fork City
General Plan: City-wide
Zoning: City-wide
Location: City-wide

Mr. Burdick explained that, two years ago, UDOT conducted a traffic study at the intersection of 2550 East and Canyon Road. The intersection warranted a traffic signal. UDOT recommended that they would pay for the signal if the City would realign the road with 2600 East for safety reasons. The City has spent the last year preparing for the re-alignment.

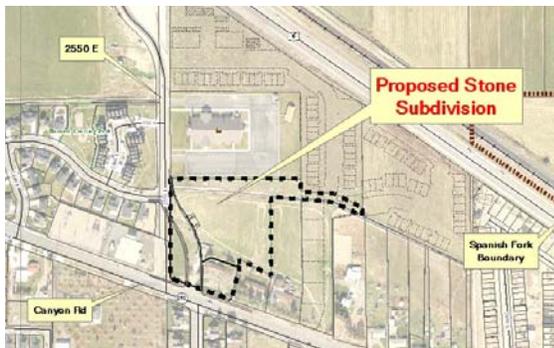
Commissioner Gull **moved to approve** the Stone Subdivision Preliminary Plat. Commissioner Evans **seconded** and the motion **passed** all in favor by a roll call vote.

Development Review Committee

The Development Review Committee reviewed this request in their March 14, 2012 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

Stone

Applicant: Spanish Fork City
General Plan: Low Density Residential
Zoning: R-1-6
Location: approximately 2700 East Canyon Road



Discussion was held regarding the existing home becoming non-conforming.

Mr. Baker said that the non-conforming use was being forced by the City due to the road.

Mr. Anderson said that if the property becomes non-conforming than we should look into going through a process for a variance.

Mr. Baker **moved** to recommend to the Planning Commission that they **approve** the Stone Preliminary Plat. Mr. Perrins **seconded** and the motion **passed** all in favor.

Mr. Anderson said that the lots do conform to the R-1-6 zone.

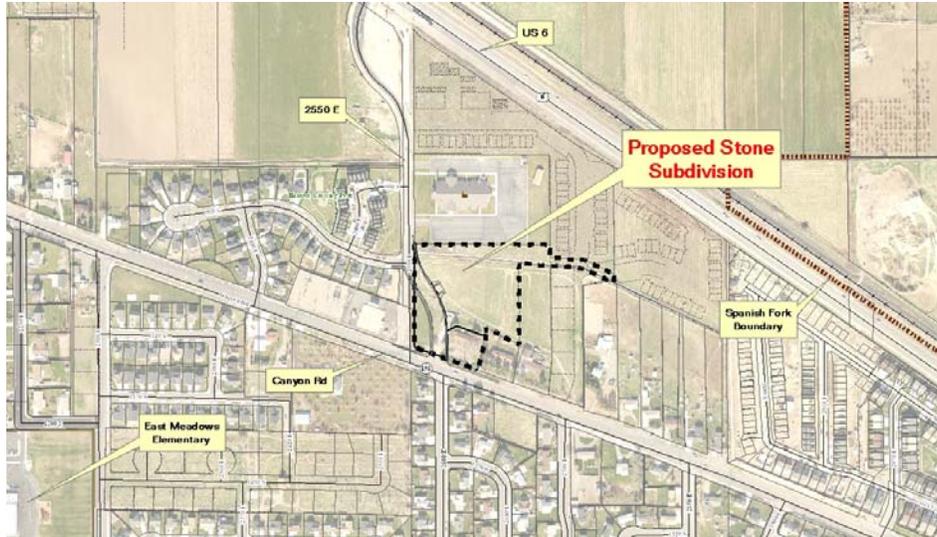
Mr. Peterson said that he had a couple of issues with an existing pole.

Budgetary Impact

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

Recommendation

Staff recommends that the proposed Preliminary Plat be approved.



RESOLUTION NO. 12-02

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>		
BRANDON GORDON <i>Council member</i>		
KEIR A. SCUBES <i>Council member</i>		

I MOVE this resolution be adopted: Council member

I SECOND the foregoing motion: Council member

RESOLUTION 12-02

A RESOLUTION PROCLAIMING ARBOR DAY

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

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

WHEREAS, 2012 is the 140th anniversary of the holiday and Arbor Day is now observed throughout the nation and the world, and

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

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

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

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

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

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

NOW, THEREFORE, I, G. Wayne Andersen, Mayor of the City of Spanish Fork, do hereby proclaim Friday, April 27th, 2012 as Arbor Day in the City of Spanish Fork, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

This resolution adopted this 17th day of April, 2012, by the City Council of Spanish Fork City, Utah.

G. WAYNE ANDERSEN, Mayor

ATTEST:

KENT R. CLARK, City Recorder