



## CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a **work session at 5:00 p.m.**, preceding its 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 June 3, 2014**.

### 5:00pm WORK SESSION:

1. Canyon Creek Shopping Center Update
2. Recycling – Chris Thompson

### 6:00pm AGENDA ITEMS:

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

- a. Motivational/Inspirational Message
- b. 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. SPANISH FORK 101: Accessory Buildings – Dave Anderson

#### 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 – [May 20, 2014](#)
- b. \* [Renewal of Public Defender Contract](#)
- c. \* [Homeland Construction Parking & Garbage Can Awning Project Change Order #2](#)
- d. \* [Harward Farms Sweet Corn, Inc. Contract to Deliver Pressurized Irrigation Water for the Drip Irrigation Project at 100 South 2400 East](#)
- e. \* [Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints Water Lease Agreement for the Drip Irrigation Project at 100 South 2400 East](#)
- f. \* [SCI 3 inch & 6 inch Power Conduit Installation \(I-15 and SR 115\) 2014 Project Change Order #1](#)
- g. \* [Strawberry Water Users Association Mountain Bike Trail Agreement](#)
- h. \* [Stillman Road 2, LLC & Spanish Fork City Boundary Line Agreement](#)
- i. \* [Agreement for Building Inspection Services, Epic Engineering](#)

#### 6. PUBLIC HEARING:

- a. FY 2015 Budget

#### 7. \* [ADJOURN TO REDEVELOPMENT AGENCY:](#)

#### 8. NEW BUSINESS:

- a. [Ordinance #12-14 Repealing Regulations Concerning All-Terrain Vehicles](#)

#### 9. CLOSED SESSION:

*The Spanish Fork City Council may temporarily recess the regular meeting and convene in a closed session to discuss pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205*

#### ADJOURN:

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

Notice is hereby given that:

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

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

Tentative Minutes  
Spanish Fork City Council Meeting  
May 20, 2014

Elected Officials Present: Mayor Steve Leifson, Councilmembers Rod Dart, Keir A. Scoubes, Richard Davis, Brandon Gordon, Mike Mendenhall.

Staff Present: David Oyler, City Manager; Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Chris Thompson, Public Works Director; Dale Robinson, Parks & Recreation Director; Lieutenant Matt Johnson; Angie Warner, Deputy Recorder.

Citizens Present: Kelly Mitchell, Relay for Life; Dayton Reed, Cody Brazell, Jason Slater, Stephen Hill, Cary Hanks, Mark McKell, Madsen Stuart, Cecilia Davis, Lexi Condie, Toni Carpenter, Katrina & Eddy Beckstead.

**5:15pm WORK SESSION:**

1. Public Comments & Open Meeting Training –Junior Baker

*Discussion took place regarding the item(s) listed above; no formal actions are taken in a work session.*

**6:00pm CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITION:**

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

Motivation/Inspirational Message given by Stephen Hill.  
Councilman Dart led in the pledge of allegiance.

OUTRAGE of Utah County-Anti-Tobacco Youth Group, thanked Spanish Fork City for passing an ordinance banning e-cigarettes from parks.

**PUBLIC COMMENTS:**

Kelly Mitchell with South Utah County Relay for Life invited the City Council and citizens to their event on June 20 & 21 in Salem.

**COUNCIL COMMENTS:**

Councilman Mendenhall expressed his excitement for the Champions Challenge Rodeo that is coming on May 31<sup>st</sup>.

Councilman Scoubes thanked the Parks and Recreation department for providing the track meets for the schools.

Councilman Davis reminded the citizens that this Thursday is the flag and cross setup at the cemetery for Memorial Day. Volunteers are welcome to come starting at 3:00pm. Also, on Memorial Day there will be a program starting at 10:30am. Councilman Davis commented that Main Street looks beautiful from all the flowers that were planted by volunteers.

Councilman Gordon attended the South Utah County Animal Shelter meeting and reviewed some of the services that the shelter offers. Councilman Gordon thanked the volunteers that helped plant the flowers on Main Street.

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Mayor Leifson said the ambulance department held an EMT Open House this past Saturday at the fire station. Mayor Leifson thanked the fire and ambulance members for their service.

**SPANISH FORK 101:** Spanish Fork Play Unplugged –Seth Perrins & Cary Hanks  
Champions Challenge Rodeo –Dale Robinson

**CONSENT ITEMS:**

*Department Directors gave a brief summary of their item(s) listed below.*

- a. Minutes of Spanish Fork City Council Meeting – May 6, 2014
- b. Spanish Fork River Trail Easement Agreement-Mark McKell Property
- c. Warren Call Access Agreement for the 2014 MAG Grant Spanish Fork River Trail Project
- d. Butters Property Exchange Agreement for the 2014 MAG Grant Spanish Fork River Trail Project
- e. UDOT Local Government Contract with R.B.&G. Engineering for the Construction Management of the MAG River Trail Project
- f. Utah Public Works Emergency Management Mutual Aid Agreement
- g. Utah County Visitor’s Bureau Contract for SpanishForkTix

Councilman Gordon made a **Motion** to **approve** the consent items including removal and relocate a power pole, add bollards, no trespassing signs to the Mark McKell Property Easement Agreement.

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

**PUBLIC COMMENT**

Katrina & Eddy Beckstead invited the public to an event for National Missing Children’s Day on May 25<sup>th</sup> from 5:00pm-10:00pm in West Jordan.

**PUBLIC HEARING:**

**Ordinance #10-14 Making Various Amendments to the Landscape Requirements of Spanish Fork City**

Junior Baker reviewed the proposed changes:

*Spanish Fork Municipal Code §15.4.16.130(B), (C), (D), and (E), Landscaping, Buffering, Walls and Fences is hereby amended as follows:*

**15.1.04.020 Landscaping, Buffering, Walls, and Fences**

**B. Multi-family residential uses:**

- 1. Minimum of thirty-five (35) percent on-site landscaping as a percentage of total site area.
- 2. Parking lots shall include planter areas within the parking lot, with a minimum of 108 square feet of planter area for every ten (10) parking spaces. Required planter areas shall be individual islands of landscaping and shall be at least six (6) feet wide. Required planter areas shall include parking lot trees, as identified on the City’s approved list of Parking Lot Trees, with a maximum spacing of thirty (30) feet.
- 3. Minimum of fifteen (15) foot wide planter area adjacent to all public streets, which shall include trees with a maximum spacing of thirty (30) feet. The planter area may be partially or completely within the street right-of-way area. The specific trees used shall be selected from the City’s approved Street Tree list. On streets included in the Street Tree Master Plan, the trees selected shall include the mix of trees as prescribed by the Plan. Street trees must be planted within thirty (30) feet of the public street curb; wherever possible, fifty (50) percent of the required street trees must be planted in the parkstrip.
- 4. Minimum of ten (10) foot wide planter area and six (6) foot high decorative block wall, where any multi-family use abuts a single-family residential use or district. The planter area shall include trees with a maximum spacing of thirty (30) feet.

101 a. The DRC may waive or modify this requirement, if it is determined that this requirement does not  
102 further the intent of this ordinance.

- 103 5. The total number of required trees and shrubs for every 1,000 square feet of required landscaping shall equal  
104 three (3) trees and twenty (20) shrubs.  
105 6. Trees planted in close proximity to electric power lines may be subject to height limitations that will be imposed  
106 as part of the development review process.

107 C. Professional Office and Non-residential or Non-commercial Uses:

- 108 1. Minimum of thirty (30) percent on-site landscaping as a percentage of total site area.  
109 2. Parking lots shall include planter areas within the parking lot, with a minimum of 108 square feet of planter area  
110 for every ten (10) parking spaces. Required planter areas shall be individual islands of landscaping and shall be  
111 at least six (6) feet wide. Required planter areas shall include parking lot trees, as identified on the City's  
112 approved list of Parking Lot Trees, with a maximum spacing of thirty (30) feet.  
113 3. Minimum of fifteen (15) foot wide planter area adjacent to all public streets, which shall include trees with a  
114 maximum spacing of thirty (30) feet. The planter area may be partially or completely within the street right-of-  
115 way area. The specific trees used shall be selected from the City's approved Street Tree list. On streets  
116 included in the Street Tree Master Plan, the trees selected shall include the mix of trees as prescribed by the  
117 Plan. Street trees must be planted within thirty (30) feet of the public street curb; wherever possible, fifty (50)  
118 percent of the required street trees must be planted in the parkstrip.  
119 4. Minimum of ten (10) foot wide planter area and six (6) foot high decorative block wall, where the site abuts a  
120 residential use or district. The planter area shall include trees with a maximum spacing of thirty (30) feet.  
121 a. The DRC may waive or modify this requirement, if it is determined that this requirement does not  
122 further the intent of this ordinance.  
123 5. The total number of required trees and shrubs for every 1,000 square feet of required landscaping shall equal  
124 three (3) trees and twenty (20) shrubs.  
125 6. Trees planted in close proximity to electric power lines may be subject to height limitations that will be imposed  
126 as part of the development review process.

127 D. Commercial Uses:

- 128 1. Minimum of fifteen (15) percent on-site landscaping as a percentage of total site area.  
129 2. Parking lots shall include planter areas within the parking lot, with a minimum of 108 square feet of planter area  
130 for every ten (10) parking spaces. Required planter areas shall be individual islands of landscaping and shall be  
131 at least six (6) feet wide. Required planter areas shall include parking lot trees, as identified on the City's  
132 approved list of Parking Lot Trees, with a maximum spacing of thirty (30) feet.  
133 3. Minimum of fifteen (15) foot wide planter area adjacent to all public streets, which shall include one street tree  
134 for each thirty (30) feet of frontage along all public streets. The specific trees used shall be selected from the  
135 City's approved Street Tree list. On streets included in the Street Tree Master Plan, the trees selected shall  
136 include the mix of trees as prescribed by the Plan. Street trees must be planted within thirty (30) feet of the  
137 public street curb; wherever possible, fifty (50) percent of the required street trees must be planted in the  
138 parkstrip.  
139 4. Minimum of ten (10) foot wide planter area and six (6) foot high decorative masonry wall, where the site abuts  
140 a residential use or district. The planter area shall include trees with a maximum spacing of thirty (30) feet.  
141 a. The DRC may waive or modify this requirement, if it is determined that this requirement does not  
142 further the intent of this ordinance.  
143 5. The total number of required trees and shrubs for every 1,000 square feet of required landscaping shall equal  
144 three (3) trees and twenty (20) shrubs.  
145 6. Trees planted in close proximity to electric power lines may be subject to height limitations that will be imposed  
146 as part of the development review process.

147 E. Industrial Uses:

- 148 1. Minimum of ten (10) percent on-site landscaping as a percentage of total site area.  
149 2. Parking lots shall include planter areas within the parking lot, with a minimum of 108 square feet of planter area  
150 for every ten (10) parking spaces. Required planter areas shall be individual islands of landscaping and shall be  
151 at least six (6) feet wide. Required planter areas shall include parking lot trees, as identified on the City's  
152 approved list of Parking Lot Trees, with a maximum spacing of thirty (30) feet. The planter area may be  
153 partially or completely within the street right-of-way area.  
154 3. Minimum of fifteen (15) foot wide planter area adjacent to all public streets, which shall include trees with a  
155 maximum spacing of thirty (30) feet. The specific trees used shall be selected from the City's approved Street  
156 Tree list. On streets included in the Street Tree Master Plan, the trees selected shall include the mix of trees  
157 as prescribed by the Plan. Street trees must be planted within thirty (30) feet of the public street curb;  
158 wherever possible, fifty (50) percent of the required street trees must be planted in the parkstrip.  
159 4. Minimum of ten (10) foot wide planter area and six (6) foot high decorative block wall, where the site abuts a  
160 residential use or district. The planter area shall include trees with a maximum spacing of thirty (30) feet.  
161 a. The DRC may waive or modify this requirement, if it is determined that this requirement does not  
162 further the intent of this ordinance.  
163 5. All other landscaped areas shall include at least one (1) non-ornamental tree and ten (10) shrubs for each 1,000  
164 square feet of landscaped areas. Natural vegetation may be included if materials are appropriate for the

setting and location. The total number of required trees and shrubs for each 1,000 square feet of required landscaping shall equal one (1) non-ornamental tree and ten (10) shrubs.

6. Trees planted in close proximity to electric power lines may be subject to height limitations that will be imposed as part of the development review process.

II.

The following charts are added to Title 15 of the Spanish Fork Municipal Code to implement the tree lists for public street frontage and parking lots:

<i>Spanish Fork City Tree List for Public Street Frontage</i>		
<i>May 7, 2014</i>		
<i>Common Name/Alternate Name</i>	<i>Botanical Name</i>	
<i>Beech</i>	<i>European</i>	<i>Fagus sylvatica</i>
<i>Catalpa</i>	<i>Northern</i>	<i>Catalpa speciosa</i>
<i>Elm</i>	<i>Chinese</i>	<i>Ulmus parvifolia</i>
<i>Elm</i>	<i>Frontier</i>	<i>Ulmus 'Frontier'</i>
<i>Ginko</i>		<i>Ginkgo biloba</i>
<i>Hackberry</i>	<i>common</i>	<i>Celtis occidentalis</i>
<i>Horsechestnut</i>	<i>common</i>	<i>Aescules hippocastanum</i>
<i>Linden</i>	<i>American</i>	<i>Tilia americana</i>
<i>Linden</i>	<i>Silver</i>	<i>Tilia tomentosa</i>
<i>Oak</i>	<i>Bur</i>	<i>Quercus macrocarpa</i>
<i>Oak</i>	<i>English columnar</i>	<i>Quercus robur 'Fastigiata'</i>
<i>Oak</i>	<i>Swamp White</i>	<i>Quercus bicolor</i>
<i>Sycamore</i>	<i>London Planetree</i>	<i>Platanus x acerfolia</i>
<i>Zelkova</i>	<i>Japanese</i>	<i>Zelkova serrata 'Green Vase'</i>
<i>Zelkova</i>	<i>Japanese</i>	<i>Zelkova serrata 'Village Green'</i>
<i>Zelkova</i>	<i>Japanese</i>	<i>Zelkova serrata 'Musashino'</i>

<i>Spanish Fork City Tree List for Parking Lots</i>		
<i>May 7, 2014</i>		
<i>Common Name/Alternate Name</i>	<i>Botanical Name</i>	
<i>Beech</i>	<i>European</i>	<i>Fagus sylvatica</i>
<i>Buckeye</i>	<i>Ohio</i>	<i>Aesculeus glabra</i>
<i>Catalpa</i>	<i>Northern</i>	<i>Catalpa speciosa</i>
<i>Catalpa</i>	<i>umbrella</i>	<i>Catalpa bignonioides 'Nana'</i>
<i>Crabapple</i>	<i>Malas</i>	<i>Malus x 'Spring Snow'</i>
<i>Elm</i>	<i>Chinese</i>	<i>Ulmus parvifolia</i>
<i>Elm</i>	<i>Frontier</i>	<i>Ulmus 'Frontier'</i>
<i>Fringetree</i>		<i>Chionanthus virginicus</i>
<i>Ginkgo</i>		<i>Ginkgo biloba</i>
<i>Goldenchain</i>	<i>Waterer Laburnum</i>	<i>Laburnum x watereri</i>
<i>Goldenraintree</i>		<i>Koelreuteria paniculata</i>
<i>Hackberry</i>	<i>common</i>	<i>Celtis occidentalis</i>
<i>Hawthorn</i>	<i>Cockspur</i>	<i>Crataegus crus-galli</i>
<i>Hawthorn</i>	<i>English</i>	<i>Crataegus laevigata</i>
<i>Hawthorn</i>	<i>Lavalle</i>	<i>Crataegus x lavallei</i>
<i>Hawthorn</i>	<i>Washington</i>	<i>Crataegus phaenopyrum</i>

Honeylocust		<i>Gleditsia triacanthos var. inermis 'Shademaster'</i>
Honeylocust		<i>Gleditsia triacanthos var. inermis 'Imperial'</i>
Honeylocust		<i>Gleditsia triacanthos var. inermis 'Skyline'</i>
Coffee Tree	<i>Kentucky Coffee Tree</i>	<i>Gymnocladus dioicus</i>
Linden	<i>Silver</i>	<i>Tilia tomentosa</i>
Oak	<i>Bur</i>	<i>Quercus macrocarpa</i>
Oak	<i>English columnar</i>	<i>Quercus robur 'Fastigiata'</i>
Oak	<i>Swamp White</i>	<i>Quercus bicolor</i>
Pear	<i>Flowering Aristocrat</i>	<i>Pyrus calleryana 'Chanticleer'</i>
Redbud	<i>Eastern</i>	
Serviceberry	<i>Shadblow</i>	<i>Amelanchier canadensis</i>
Smoketree	<i>common</i>	<i>Cotinus coggyria</i>
Sweetgum	<i>American</i>	<i>Liquidambar styraciflua</i>
Sycamore	<i>London Planetree</i>	<i>Platanus x acerfolia</i>
Tuliptree		<i>Liriodendron tulipifera</i>
Yellow Wood		<i>Cladrastis kentukea (lutea)</i>
Zelkova	<i>Japanese</i>	<i>Zelkova serrata 'Green Vase'</i>
Zelkova	<i>Japanese</i>	<i>Zelkova serrata 'Village Green'</i>
Zelkova	<i>Japanese</i>	<i>Zelkova serrata 'Musashino'</i>

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Councilman Dart made a **Motion** to move into Public Hearing.

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Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 7:14 p.m.

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Mayor Leifson welcomed public comment.

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There was none.

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Councilman Gordon made a **Motion** to move out of Public Hearing.

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Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:15 p.m.

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Dale Robinson clarified that they have added the list of tree options to make it easier.

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Councilman Dart made a **Motion** to **approve** Ordinance #10-14 Making Various Amendments to the Landscape Requirements of Spanish Fork City.

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Councilman Mendenhall **Seconded** and the motion **Passed** all in favor with a roll call vote.

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### **NEW BUSINESS:**

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#### **Ordinance #11-14 Authorizing an Ethics Commission**

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Junior Baker explained that at the last City Council meeting a resolution and interlocal

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agreement for an Ethics Commission was passed, so now an ordinance needs to be approved.

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#### **TITLE 2 – ADMINISTRATION OF GOVERNMENT Chapter 68 - MUNICIPAL ETHICS COMMISSION**

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**2.68.010 Purpose.**

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**2.68.020 Definitions.**

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**2.68.030 Municipal Officers' and Employees' Ethics Act.**

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**2.68.040 City Attorney Advisory Opinions.**

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**2.68.050 Municipal Ethics Commission.**

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**2.68.060 Filing of Ethics Complaints with Commission.**

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**2.68.070 Privacy.**

- 208 **2.68.080 Initial Review.**  
 209 **2.68.090 Consideration of Complaint after Acceptance.**  
 210 **2.68.100 Contempt Powers.**  
 211 **2.68.110 Request by Elected or Appointed Official for Legal Representation.**  
 212 **2.68.120 Determination by Commission.**  
 213 **2.68.130 Action by City Council.**  
 214 **2.68.140 Knowingly Filing of False Complaint.**  
 215 **2.68.150 Annual Commission Report.**  
 216 **2.68.010 Purpose.**  
 217 *The purpose of this Chapter is to create an independent means of investigating and making recommendations concerning alleged*  
 218 *violations of the Municipal Officers' and Employees' Ethics Act. It also seeks to increase public confidence by assuring that*  
 219 *governmental actions are taken ethically.*  
 220 **2.68.020 Definitions.**  
 221 *As used in this Chapter, the following terms shall have these meanings:*  
 222 1) *"Commission" means the Municipal Ethics Commission formed pursuant to Section 2.68.050.*  
 223 2) *"Elected officials" includes only the Mayor and members of the City Council.*  
 224 3) *"Appointed official" means the City Manager.*
- 225 **2.68.030 Municipal Officers' and Employees' Ethics Act**  
 226 *Elected and appointed officials of the City are required to comply with the Municipal Officers' and Employees' Ethics Act (Utah Code*  
 227 *§10-3-1301 et seq. as amended), which is incorporated herein by reference.*  
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 229 **2.68.040 City Attorney Advisory Opinions.**  
 230 1. *Elected and appointed officials of the City may request of the City Attorney an advisory opinion concerning the*  
 231 *application of the Municipal Officers' and Employees' Ethics Act. The City Attorney shall accept and process these*  
 232 *advisory opinion requests. The City Attorney shall render a written opinion to the Mayor, City Council, and to the City*  
 233 *Manager within 45 days of receiving such a request. All advisory opinions shall be available for public review, but may*  
 234 *be in such form and with such deletions as may be necessary to prevent the disclosure of the identity of the persons*  
 235 *involved or to protect personal privacy interests.*  
 236 2. *An advisory opinion rendered by the City Attorney, until amended or revoked by the City Attorney, shall be a defense in*  
 237 *any action brought by a complainant against the elected or appointed official and shall be binding on the City in any*  
 238 *subsequent proceedings concerning the person who requested the opinion and who acted in good faith upon it, unless*  
 239 *material facts were omitted or misstated by the person requesting the opinion.*
- 240 **2.68.050 Municipal Ethics Commission.**  
 241 1. *The City, along with other Utah County cities, establishes a Municipal Ethics Commission pursuant to Utah Code §10-3-*  
 242 *1311 and Utah Code §11-13-101 et seq. The Commission shall be a three (3) person commission as provided for in an*  
 243 *Interlocal Agreement between the participating municipalities. Upon receiving a complaint the membership of the*  
 244 *Commission shall be determined by random selection from the pool of eligible participating municipalities.*  
 245 2. *The City Attorney's Office shall provide the Commission such administrative or other support as requested by the*  
 246 *Commission.*
- 247 **2.68.060 Filing of Ethics Complaints with Commission.**  
 248 1. *A complaint may only be filed with the Commission under the following conditions:*  
 249 a. *The complaint must be against an elected or appointed official of the City who is currently serving in their*  
 250 *elected or appointed position. The complaint must allege a violation of the Municipal Officers' and Employees'*  
 251 *Ethics Act;*  
 252 b. *The complaint must be filed with the City Recorder;*  
 253 c. *The complaint must be made by either:*  
 254 i. *two or more registered voters who reside within the boundaries of the City; or*  
 255 ii. *two or more registered voters who pay a fee or tax to the City; or*  
 256 iii. *one or more registered voters who reside within the boundaries of the City plus one or more*  
 257 *registered voters who pay a fee or tax to the City;*  
 258 d. *The complaint must be based upon direct evidence or sworn statements by one or more people with actual*  
 259 *knowledge of the facts and circumstances supporting the alleged ethics violation;*  
 260 e. *The complaint may not be filed during the sixty (60) calendar days immediately preceding a municipal primary*  
 261 *election, if the accused elected or appointed official is a candidate in the primary election;*  
 262 f. *The complaint may not be filed during the sixty (60) calendar days immediately preceding a municipal general*  
 263 *election in which the accused elected or appointed official is a candidate, unless the accused elected or*  
 264 *appointed official is unopposed in the election;*  
 265 g. *The complaint must be in writing and contain:*  
 266 i. *the name and position of the elected or appointed official alleged to be in violation;*  
 267 ii. *the name, address, and telephone number of each individual who is filing the complaint;*  
 268 iii. *a description of each alleged violation of the Municipal Officers' and Employees' Ethics Act, including a*  
 269 *reference to the section of the Act alleged to have been violated;*

- iv. *with reasonable specificity, evidence supporting each allegation, which shall be provided by copies of official records, documentary evidence, or affidavits that include the required information;*
- v. *a list of witnesses that a complainant wishes to have called or interviewed, including for each witness: the name, address, and, if available, one or more telephone numbers of the witness; a brief summary of the testimony to be provided by the witness; a specific description of any documents or evidence a complainant desires the witness to produce;*
- vi. *a statement that each complainant:*
  - 1. *has reviewed the allegations contained in the complaint and the sworn statements and documents attached to the complaint;*
  - 2. *believes that the complaint is submitted in good faith and not for any improper purpose such as harassing the named elected or appointed official, causing unwarranted harm to the accused elected or appointed official's reputation, or causing unnecessary expenditure of public funds; and*
  - 3. *believes the allegations contained in the complaint to be true and accurate.*
- vii. *a statement with the signature of each complainant.*

- 2. *Upon receipt of any ethics complaint, the City Recorder shall select the commission using the procedures set forth in the Interlocal Agreement, inform the city attorneys from the selected cities of their selection, then immediately refer the complaint to the commission. The City Recorder shall not notify or inform any other person of the filing of the complaint.*
- 3. *A person filing a complaint under this Chapter is not entitled to reimbursement for attorney fees or costs incurred, regardless of the outcome of the proceedings.*
- 4. *An administrative fee of \$50 must be filed with the complaint. The \$50 filing fee must be paid to the city where the complaint is filed. After the selected commission elects a chairperson, the \$50 administrative fee will be paid to the chairperson's city to defray the costs of administering the complaint.*

**2.68.070 Privacy.**

- 1. *Once an ethics complaint has been filed with the City Recorder, neither the City Recorder, the Commission, nor any City employee may disclose the existence of the complaint, any response to the complaint, or any information concerning the alleged ethics violation that is the subject of the complaint, unless otherwise provided in this Chapter.*
- 2. *Nothing in the restrictions above may be construed to hinder or prevent a person or the City Attorney from disclosing the facts or allegations about potential criminal violations to a law enforcement authority.*
- 3. *Nothing in this Section may be construed to hinder or prevent the named elected or appointed official from preparing a defense to a complaint, including contacting witnesses or taking other actions in preparation for review by the Commission.*
- 4. *Nothing in this Section may be construed to hinder or prevent any person from disclosing public records.*
- 5. *If any employee or official of the City publicly discloses any private information, appropriate disciplinary action may be taken against such individual.*
- 6. *If a complainant publicly discloses any private records or information obtained from private records, the Commission may summarily dismiss the complaint without prejudice.*
- 7. *All records, that are not public records, received by or generated by or for the Commission are private and not subject to disclosure or release, except for the Commission's summary findings and recommendation to the City Council or any document that is classified as public in accordance with Utah Code §63G-2-301.*

**2.68.080 Initial Review.**

- 1. *Within twenty (20) business days after receipt of an ethics complaint, the Commission shall examine the complaint to determine if it is in compliance with the filing requirements of this Chapter.*
- 2. *If the Commission determines that the complaint does not comply with the filing requirements of this Chapter, the Commission shall return the complaint to the first complainant named on the complaint with a statement detailing the reason(s) for non-compliance. At the same time, the Commission shall notify the City Manager, Mayor, City Council, and the City Attorney that a complaint filed against an unidentified elected or appointed official has been returned for non-compliance with this Chapter and the fact that a complaint was filed and returned shall be kept confidential as to any others. If a complaint is returned by the Commission, the complainants may file another complaint if the new complaint independently meets the filing requirements of this Chapter.*
- 3. *If the Commission determines that the complaint complies with the filing requirements of this Chapter, the Commission shall:*
  - a. *Accept the complaint;*
  - b. *Promptly forward the complaint to the elected or appointed official who is named in the complaint, together with directions for providing a response to the Commission;*
  - c. *If appropriate, request assistance from the Office of the City Attorney; and*
  - d. *Notify the complainants, the named elected or appointed official, the City Recorder, and the employees in the Office of the City Attorney of the privacy requirements of this Article.*
- 4. *At its discretion, the Commission may determine whether the subject of the complaint should be investigated by a law enforcement agency.*

- 331 5. *If the Commission learns that the subject of the complaint is under criminal investigation, the Commission may suspend*  
332 *its review of the complaint pending the resolution of the criminal investigation.*  
333 6. *The named elected or appointed official shall have the right to present an answer to the complaint. The answer may*  
334 *contain statements, arguments, and evidence. The answer must be filed within ten (10) business days from the date the*  
335 *complaint was forwarded to the elected or appointed official.*  
336 7. *The Commission shall dismiss an ethics complaint if:*  
337 *a. The named elected or appointed official resigns or is removed from office;*  
338 *b. The named elected or appointed official is charged with a criminal violation of the Municipal Officers' and*  
339 *Employees' Ethics Act where the facts and allegations presented in the ethics complaint assert substantially*  
340 *similar facts and allegations as those asserted in the criminal charges; or*  
341 *c. The allegations in the complaint, if assumed to be true, do not state a violation of the Municipal Officer's and*  
342 *Employees' Ethics Act.*

343 **2.68.090 Consideration of Complaint after Acceptance.**

- 344 1. *After acceptance of a complaint, the Commission has the discretion to:*  
345 *a. Conduct a confidential, independent administrative investigation of the complaint;*  
346 *b. Refer the matter to an independent non-criminal investigator for fact finding and investigation and consider the*  
347 *confidential report of the investigator;*  
348 *c. Conduct a hearing in accordance with Subsection (2) of this Section; or*  
349 *d. Any combination of the above.*  
350 2. *If the Commission uses a hearing to review the complaint, the Commission shall:*  
351 *a. Assure that the hearing includes opening arguments, presentation of evidence, witnesses and rebuttal,*  
352 *consideration of motions, and closing arguments;*  
353 *b. Close the hearing to the public;*  
354 *c. Allow the complainants and the named elected or appointed official to retain legal representation, at their*  
355 *discretion; and*  
356 *d. Provide administrative subpoenas pursuant to its subpoena powers.*  
357 3. *For any hearing the Commission must provide a notice to the first named complainant and the named elected or*  
358 *appointed official at least five (5) business days prior to the hearing.*  
359 4. *The Commission shall determine whether the subject matter of the complaint was previously the subject of a filing,*  
360 *public disclosure, or a City Attorney ethics advisory opinion. The Commission shall take into consideration efforts by the*  
361 *named elected or appointed official to seek legal direction regarding the subject matter of the complaint and any good*  
362 *faith efforts by the named elected or appointed official in response to legal advice received.*  
363 5. *The Commission shall ensure that a record of any Commission meeting or hearing is made, which shall include:*  
364 *a. Official summaries or minutes taken during the meeting or hearing;*  
365 *b. Copies of all documents or other items admitted into evidence or considered by the Commission;*  
366 *c. Copies of a document or written order or ruling issued by the Commission;*  
367 *d. Any other information the Commission deems relevant to the findings and recommendation; and*  
368 *e. The Commission has the discretion to make an Audio recording. If an audio recording is made, it shall also be*  
369 *kept as part of the record.*  
370 *f. The record shall be kept for the length of time required by the retention schedule prepared by the State*  
371 *Archivist.*

372 **2.68.100 Contempt powers.**

- 373 1. *The Commission may hold a person in contempt if the person:*  
374 *a. Refuses to answer a question, without legal justification, after being directed by the Commission to answer; or*  
375 *b. Fails to comply with a subpoena issued by the Commission.*  
376 2. *Upon finding a person in contempt, the Commission shall report the person to the Fourth District Court and request a*  
377 *warrant of attachment or order to show cause, as provided in Utah Code §78B-6-313.*

378 **2.68.110 Request by Elected or Appointed Official for Legal Representation.**

- 379 1. *The named elected or appointed official may request that the City provide legal counsel to defend the official if the*  
380 *complaint arises from an act or omission during the performance of official duties, within the scope of employment, or*  
381 *under the color of authority.*  
382 2. *The City is obligated to provide legal counsel, upon request, if the Council finds that the allegations in the complaint*  
383 *arise from an act or omission during the performance of official duties, within the scope of employment, or under the*  
384 *color of authority. If no request for legal counsel is made prior to the filing of an answer to the complaint, the City has*  
385 *no obligation to provide legal counsel, but has the discretion to provide part or all of the cost of legal counsel despite the*  
386 *late request.*

387 **2.68.120 Determination by Commission.**

- 388 1. *After review of the complaint, the Commission shall determine whether there is clear and convincing evidence supporting*  
389 *a violation of the Municipal Officers' and Employees' Act by the named elected or appointed official. If there are multiple*

- 390 *alleged violations, the Commission shall separately determine whether clear and convincing evidence supports each*  
391 *alleged violation. The determination shall be by majority vote of the Commission.*  
392 2. *If the Commission determines that no allegations in the complaint were proved, the Commission shall:*  
393 *a. Issue an order that the complaint is dismissed because no allegations in the complaint were found to have been*  
394 *proven;*  
395 *b. Provide notice of the determination of no violation by an unidentified elected or appointed official at a regular*  
396 *public meeting of the City Council; and*  
397 *c. Provide written notice of the determination to the named elected or appointed official and the first named*  
398 *complainant on the complaint.*  
399 3. *If the Commission determines that one or more of the allegations in the complaint were proved, the Commission shall:*  
400 *a. Prepare written summary findings:*  
401 *i. Listing the name of each complainant and the name of the elected or appointed official;*  
402 *ii. For each allegation that was proven:*  
403 *1. Provide the reference to the Municipal Officers' and Employees' Act;*  
404 *2. Summarize the evidence supporting a violation by clear and convincing evidence;*  
405 *3. Make factual findings; and*  
406 *iii. Recommend appropriate action to the City Council.*  
407 *b. Notify the named elected or appointed official and the first complainant on the complaint of the written*  
408 *summary findings and recommendation for the City Council; and*  
409 *c. Report the summary findings and recommendation to the City Council in a regular meeting of the City Council.*  
410 4. *If the Commission finds a violation of the Municipal Officers' and Employees' Ethics Act, the Commission may*  
411 *recommend to the City Council any appropriate action or remedy, including but not limited to censure, reprimand,*  
412 *additional ethics training, or removal from office. The Commission's recommendation may depend on the severity of the*  
413 *violation, the elected or appointed official's intent, any history or pattern of abuse by the named elected or appointed*  
414 *official, and any economic or other benefit received by the named elected or appointed official.*

415 **2.68.130 Action by City Council.**

- 416 1. *Upon receipt of any finding of violation of the Municipal Officers' and Employees' Ethics Act and recommendation by the*  
417 *Commission, the City Council shall review the recommendation and take action at its discretion.*  
418 2. *The elected or appointed official referred for a violation may not participate in the City Council's deliberation or cast a*  
419 *vote as the City Council decides whether to take action and what action to take.*

420 **2.68.140 Knowingly Filing of False Complaint.**

421 *Any person who files a complaint against an elected or appointed official pursuant to this Chapter, knowing that such complaint is*  
422 *frivolous, malicious, false, or otherwise without merit, shall be guilty of a class B misdemeanor.*

423 **2.68.150 Annual Commission report.**

- 424 1. *If there has been any activity by the Commission during the previous year involving an elected or appointed official of the*  
425 *City, the Commission shall prepare a summary report that contains:*  
426 *a. A general description of the activities of the Commission during the past year;*  
427 *b. The number of ethics complaints filed with the Commission;*  
428 *c. The number of ethics complaints dismissed; and*  
429 *d. An executive summary of each complaint where the Commission found a violation of the Municipal Officers' and*  
430 *Employees' Ethics Act or other applicable local ordinance.*  
431 2. *The annual report of the Commission shall be filed with the Recorder and shall be a public record.*  
432

433  
434 Councilman Gordon made a **Motion** to **approve** Ordinance #11-14 Creating Chapter 68 of Title 2  
435 of the Spanish Fork Municipal Code Establishing a Municipal Ethics Commission and Providing  
436 for the Membership thereof Pursuant to an Interlocal Agreement.

437 Councilman Scoubes **Seconded** and the motion **Passed** all in favor with a roll call vote.

438  
439 **DISCUSSION ITEMS:**

440 **Mill Road Master Plan Review**

441 Chris Thompson explained that there is construction going on at Mill Road. Mr. Thompson  
442 reviewed what is happening and what the plans are for the Mill Road.

443  
444 **ADJOURN:**

445 Councilman Dart made a **Motion** to **adjourn** to Closed Session to discuss Land Acquisition.  
446 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:27 p.m.

447

448 ADOPTED:  
449  
450

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Angie Warner, Deputy Recorder

## MEMO

To: Mayor and Council  
From: S. Junior Baker  
Date: 20 May 2014  
Re: Public Defender Contract

On the City Council agenda, for June 3, is an item to renew a contract for the City's public defender. As you know, the City is required, by the U.S. Constitution to provide a public defender for indigent criminal defendants. Our current contract was bid three years ago and expires the end of June. That contract indicated it could be renewed for an additional three years, if the City was satisfied with the services, by negotiating the price.

We are pleased with the services and costs from our public defender, Shawn Patten. The existing contract is for \$21,000 per year. The new contract is for \$22,000 the first year, \$22,500 the second year, and \$23,000 the third year. We feel these are fair numbers and are among the lowest in the County. We, therefore, recommend approval of the new contract with Mr. Patten.

## CONTRACT FOR PUBLIC DEFENDER LEGAL SERVICES

THIS AGREEMENT is dated the \_\_\_\_\_ day of June, 2014, by and between Spanish Fork City of Spanish Fork, Utah, (the "City") and K. Shawn Patten, Utah County, Utah (the "Attorney").

1. In consideration of services to be rendered by the Attorney, City hereby contracts with the Attorney to represent indigent clients in Spanish Fork misdemeanor criminal cases appointed to the Attorney by the Spanish Fork Fourth District Court.
2. The City empowers the Attorney to take all steps in said matter deemed by the Attorney to be advisable; namely, to effect a disposition of each criminal case through trial if necessary, and to take all other appropriate steps to serve the best interests of the appointed indigent defendants.
3. City agrees to pay the Attorney an annual retainer of \$22,000.00 for fiscal year 2015, \$22,500.00 for fiscal year 2016, and \$23,000.00 for fiscal year 2017. The annual retainer will be paid in two equal payments in July and January, commencing July 2014. The Attorney will be required to invoice City and payment will be due within twenty days thereafter. In consideration for the payment, Attorney will provide legal representation of Spanish Fork indigent defendants appointed as ordered by the Court. City will reimburse Attorney for out-of-pocket expenses referred to below in paragraph #6.
4. Any charges to the City for legal services provided by other attorneys appointed by the court in conflict cases are not covered by this agreement.
5. The charges for the Attorney's work include, but are not limited to: Court appearances, telephone conferences, office conferences, legal research, depositions, review of file materials and documents sent or received, preparation for trials, hearings and conferences, drafting of pleadings or instruments, correspondence, and office memoranda. The charges do not include cases taken on appeal to higher Courts.
6. Various out-of-pocket expenses incurred by the Attorney in representing indigent defendant's interests, including, but not limited to, witness fees, service fees, expert witnesses, and other court costs, shall be reimbursed to the Attorney monthly, within twenty days of receipt of an invoice.
7. This agreement is the only agreement or understanding between the parties, supersedes and controls any and all prior existing agreements or communications

between the parties, and incorporates all negotiations, commitments, and understandings acceptable to both parties. No other communication between the parties shall be deemed a part of this agreement. All subsequent modifications to this agreement must be agreed to, in writing, and signed by the parties.

SPANISH FORK CITY by:

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

Attest:

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

\_\_\_\_\_  
K. Shawn Patten, L.C.  
K. Shawn Patten Manager



# Memo

To: Mayor and City Council  
From: Chris Thompson P.E., Public Works Director/City Engineer  
Date: May 22, 2014  
Re: Homeland Construction Parking & Garbage Can Awning Project Change Order 2

---

## Staff Report

### RECOMMENDED ACTION

Approve the Homeland Construction Parking & Garbage Can Awning Project Change Order 2 for the amount of \$69,848.

### BACKGROUND

In 2013 the city constructed an awning for garbage can storage. In fiscal year 2015, beginning this July, we have budgeted to extend this awning 80 feet for the parking of city vehicles. We feel that this will protect the city owned vehicles from sun and precipitation particularly after hours and on weekends.

### DISCUSSION

As the city plans the roll out of opt-out recycling we will have a need to store a large number of new cans. The most efficient way to store these cans is stacked without the wheels on. If they can be stored under an awning we can avoid having them fill with water or ice.

Although the awning will be used for parking in the future we see an immediate benefit of storing the large number of initial opt-out cans if it can be constructed in time. We also feel that using the same manufacturer and contractor as we had on the first awning will make the overall structure more consistent.

### ALTERNATIVES

Bid out the extension. This would likely take longer risking not having it ready for the cans. A different manufacturer and contractor may have a harder time matching exactly the existing awning.





# HOMELAND CONSTRUCTION

PO BOX 50176  
 PROVO, UT  
 84605-0176

# Change Order

Date	Change Order #
4/3/2014	20239

Name / Address
Spanish Fork City 40 S MAIN SPANISH FORK, UT 84660

Phone #	Fax #
801-423-3600	801-423-3601

P.O. No.	Project

Item	Description	Qty	Total
Estimate	Add 80X25X16 car port structure. 1. structure same as original 2. tin same as original 3. 12' high car port style opening with 16' total front height. 4. all concrete to match existing including finished edge height. 5. excavation 6. saw cut 7. engineering	1	68,328.00
Option NOTE	Extend building to 82' 1. Basic concept is to build new parking structure double the size of original but add 4' of steel in front to the framed opening of 12' form top of concrete. The structure will still clear span approximately 40'. 2. This is for a turn key project.	1	1,520.00
<b>Total</b>			\$69,848.00

Signature \_\_\_\_\_



DRAWN:	JLR	REVISION	BY	DATE
DESIGN:	JJ			
CHECK:	CMT			
SCALE:				5/21/2014
DRAWING #:				1"
				100'

CHANGE ORDER #2 -  
 WASTE WATER STEEL STRUCTURE 2013  
 EXHIBIT

  
 SPANISH FORK CITY  
 ENGINEERING & SURVEYING  
 40 SOUTH MAIN STREET  
 SPANISH FORK, UTAH 84660  
 (801) 804-4550



# Memo

To: Mayor and City Council  
From: Chris Thompson P.E., Public Works Director/City Engineer  
Date: May 28, 2014  
Re: Harward Farms Sweet Corn, Inc. Contract to Deliver Pressurized Irrigation Water for the Drip Irrigation Project at 100 South 2400 East

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## Staff Report

### RECOMMENDED ACTION

Approval of the Harward Farms Sweet Corn, Inc. contract to deliver pressurized irrigation water for the drip irrigation project at 100 South 2400 East.

### BACKGROUND

Harward Farms is proposing to install drip irrigation at the LDS farm located at 100 South 2400 East. This will reduce the water needed to farm the property by about half. They are proposing to have the LDS church lease without charge approximately 180 acre feet of water traditionally used on the property. They would then use about 80 acre feet of water with the balance to be used by the city. They would pay assessments on the water and for the cost of pumping the water into our pressurized irrigation system. This cost is calculated at \$0.204 per 1,000 gallons.

### DISCUSSION

This makes available to the city a large amount of water, assessment free, during a time of drought. There is no real cost to the city besides metering because we will be reimbursed for pumping costs.

Attached: contract



## CONTRACT

COME NOW the parties hereto, Spanish Fork City (City) and Harward Farms Sweet Corn, Inc. (Harward) and hereby contract, covenant, and agree as follows:

1. The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints (Church) has leased to City 72 shares of East Bench Irrigation Company water and 105.76 acre feet of Strawberry Water with the understanding that approximately 80 acre feet will be delivered to Harward, through City's pressure irrigation system to property located at 2300 East 100 South in Spanish Fork City.
2. Harward is willing to use the secondary irrigation line for irrigation, but desires that his costs are relatively certain.
3. City therefore agrees to deliver through its secondary irrigation system to the property at 2300 East 100 South approximately 80 acre feet of water for agricultural irrigation purposes. The parties agree to cooperate with respect to scheduling the water and the flow rates of the water, in order to guarantee sufficient water for all parties using the secondary irrigation. No water is available during the non-irrigation season.
4. City agrees to charge Harward, for delivering that water, a transport fee in an amount equivalent to the City's pumping costs incurred in delivering the water. City will provide the cost to pump 1000 gallons to Harward by the beginning of each irrigation season in which this agreement is in place.
5. Upon presentation of a bill for the delivery fee, Harward agrees to pay the City the amount billed within thirty (30) days of being billed.

6. Upon such time that Church terminates the lease of water with City, or such other time when the property is no longer used for agricultural purposes for which irrigation is necessary, the City will be no longer obligated to deliver water to the property for agricultural purposes at these rates.
7. The initial pumping costs for the 2014 irrigation season are \$0.204 per thousand gallons.
8. In future years, if Harward disputes the amount of the pumping costs, the City will review with Harward what those costs are and how the rate is established based on those costs. In the event that the dispute persists, Harward agrees to pay the original amount in order to maintain delivery of the water and the parties may submit the matter to a judge for decision.
9. The parties submit to jurisdiction in the Fourth Judicial District Court in Utah County, Utah, if disputes over pumping costs continue. Prior to litigation, the parties agree to mediation in an effort to resolve the differences. The parties shall use their best efforts to agree upon the person to act as mediator. If they cannot agree, each will select one person. Those two persons will select a third person, who shall act as mediator, if they are willing. The cost of mediation will be equally shared by the parties.
10. This contract is valid for the 2014 irrigation year, but may be renewed on a year by year basis if City is able to obtain a lease from Church for the water or unless notice is given by Harward of the intent to terminate the agreement upon 60 days' notice, or by City if there is a significant change in the use of the property.
11. Any notice required given by this contract is sufficient if deposited with the

United States Postal Service, postage prepaid, first class mail and addressed as follows:

Spanish Fork City  
Attn: Chris Thompson  
40 South Main Street  
Spanish Fork, Ut 84660

Harward Farms Sweet Corn, Inc.  
Attn: Jake Harward  
1988 W. Center  
Springville, Ut 84663

12. This document represents the entire agreement between the parties. All prior negotiations, understandings, or agreements are merged herein and superseded hereby.
13. If any section of this agreement is deemed void, it shall be severed and the rest of the contract shall nevertheless be held valid and binding.
14. This agreement is specific to the property and will run with the land.
15. This agreement may be modified by only a written amendment signed by all of the parties hereto.
16. In the event of a breach of this agreement, the non-breaching party shall be entitled to recover its costs and attorneys fees.

DATED this \_\_\_\_\_ day of May, 2014

SPANISH FORK CITY by:

\_\_\_\_\_  
STEVE LEIFSON, Mayor

Attest:

\_\_\_\_\_  
KENT R. CLARK, Recorder

HARWARD FARMS SWEET CORN, INC. by:

\_\_\_\_\_  
JAKE HARWARD, President

Attest:

\_\_\_\_\_  
SARA HARWARD, Vice President



# Memo

To: Mayor and City Council  
From: Chris Thompson P.E., Public Works Director/City Engineer  
Date: May 28, 2014  
Re: Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints Water Lease Agreement for the Drip Irrigation Project at 100 South 2400 East

---

## Staff Report

### RECOMMENDED ACTION

Approval of the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints Water Lease Agreement for the Drip Irrigation Project at 100 South 2400 East.

### BACKGROUND

Harward Farms is proposing to install drip irrigation at the LDS farm located at 100 South 2400 East. This will reduce the water needed to farm the property by about half. They are proposing to have the LDS church lease without charge approximately 180 acre feet of water traditionally used on the property. They would then use about 80 acre feet of water with the balance to be used by the city. They would pay assessments on the water and for the cost of pumping the water into our pressurized irrigation system. This cost is calculated at \$0.204 per 1,000 gallons.

### DISCUSSION

This is the agreement that would lease the water traditionally used on the property to Spanish Fork City.

Attached: lease agreement



**WATER LEASE**

Property No. 508-5195

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (“Owner”) and SPANISH FORK CITY, a Utah municipal corporation (“Lessee”), hereby make the following agreement (“Agreement”).

1. PARTIES. The names of the parties, their representatives, and addresses for notice are as follows.

<p>Owner:  Corporation of the Presiding Bishop of  The Church of Jesus Christ of Latter-Day Saints  Attn.: Farmland Reserve  79 South Main Street Suite 1000  Salt Lake City, UT 84111  Owner’s Representative: Jesse Fairbanks  Telephone: (801) 715-9190  Facsimile: (801) 715-9108</p>	<p>Lessee:  Spanish Fork City  Attn.: _____  _____  Spanish Fork, Utah 84663  Lessee’s Representative: _____  Phone: (____) ____-____  Facsimile: (____) ____-____</p>
---	--

2. “Water Rights” means shares granting rights to use water from Strawberry Water Users Association and the East Bench Canal Company (the “Water Companies”) located in Utah County, State of Utah, together with easements and facilities for water transportation associated therewith, described in Exhibit A attached hereto and incorporated herein by this reference. Lessee desires to lease the Water Rights from Owner upon the terms and conditions of this Agreement. The Water Rights are applicable to that certain real property owned by Owner and leased by Owner to Harward Farms \_\_\_\_\_, a \_\_\_\_\_ (“Harward Farms”), which real property is more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the “Leased Property”).

3. TERM. This Agreement shall commence on April 1, 2014 (the “Effective Date”) and terminate on September 30, 2014, for a term of one (1) water season (the “Term”).

4. CONSIDERATION. In consideration for Owner’s agreement to lease the Water Rights under this Agreement to Lessee, Lessee agrees to sell to Harward Farms filtered water for use by Harward Farms in connection with a drip irrigation system to be installed and maintained on the Leased Property by Harward Farms per the agreement attached as Exhibit C.

5. SECURITY DEPOSIT. No security deposit shall be required by Lessee in connection with this Agreement.

6. USE. Lessee agrees to put the Water Rights to beneficial use. Lessee shall not use the Water Rights for any illegal purposes nor shall Lessee allow the Water Rights to be used for any illegal purpose.

7. **CONDITION OF WATER RIGHTS AND TRANSPORTATION FACILITIES.** Lessee has examined and knows the condition of the leased Water Rights, including equipment, fixtures, and facilities, and acknowledges that it has received the same in good order and repair, and that no representation, statement or warranty, express or implied, has been made by or on behalf of Owner as to such condition or repair, or as to the use that may be made of such property. Owner makes no commitment to supply easements for access to the source or point of diversion of any water right or for transportation facilities for the said water right other than as set forth herein. Lessee agrees to provide all easements for access and for ditches or other transportation facilities other than those provided by Owner. In the event that a permit or approval to change the point of diversion or place of use of all or any part of the Water Rights is required to permit Lessee to use the Water Rights, Lessee shall bear the cost and obligation to obtain such permission from the appropriate authority and shall not proceed until the necessary permits have been granted. Lessee shall furnish Owner with copies of all papers it submits to the appropriate authority with respect to the Water Rights prior to filing them, including any applications for permits pursuant to this paragraph.

8. **ENTRY BY OWNER.** Lessee shall permit Owner and its agents to enter upon the facilities and land associated with the Water Rights and inspect or show the Water Rights at all reasonable times, provided that such inspection or showing shall not interfere unreasonably with Lessee's use of the property.

9. **BENEFICIAL USE.** Owner desires to assure itself that the Water Rights will be beneficially used for the life of this Agreement. It is a condition hereof that Lessee shall make beneficial use of the Water Rights and keep the Water Rights in effect. Lessee agrees to beneficially use all the Water Rights during the Term of this Agreement, and report in writing to Owner at the termination of this Agreement the amount of Water Rights diverted from the Water Companies, and the amount of Water Rights delivered to Harward Farms. Owner may inspect the facilities Lessee uses to divert and deliver the Water Rights upon reasonable notice.

10. **OPERATION.** Lessee shall pay all operating expenses relating to the Water Rights other than those expressly assumed by Owner in this Agreement. Lessee shall further comply with all Federal, State and Municipal laws, rules, regulations and ordinances with regard to the use and condition of the Water Rights. If Lessee requires assistance relative to the operation of the leased rights, he should contact Owner's Representative.

11. **TAXES AND UTILITIES.** Owner shall pay all general property taxes and special assessments on the facilities associated with the Water Rights, and all water assessments. Lessee shall be solely responsible for the payment of all other costs related to Lessee's use of the Water Rights and any and all fees, licenses, occupation or privilege taxes levied or assessed upon or with respect to the maintenance or use of the Water Rights. Lessee shall cooperate fully with Owner in filing with governmental agencies or taxing authorities any documents that may be required in connection with the Water Rights.

12. **INDEMNITY.** Neither Owner, nor its agents or employees shall be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused to the person or property of anyone, including Lessee, on or off the premises, arising out of or resulting

from Lessee's use or possession of, or operations on the premises associated with the Water Rights or from defects in the premises, whether apparent or hidden, and Lessee for itself, its successors and assigns, hereby agrees to indemnify Owner and its agents and employees and hold Owner and its agents and employees harmless from and against all claims, demands, liabilities, suits or actions, including all reasonable expenses and attorneys' fees incurred by or imposed on Owner in connection therewith, for such loss, damage, injury or other casualty. Lessee further agrees to pay all reasonable expenses and attorneys' fees incurred by Owner in the event that Lessee shall default under the provisions of this Paragraph.

13. TERMINATION. Both parties hereto reserve the right to terminate this Agreement upon thirty (30) days written notice to the other party.

14. ALTERATIONS. Lessee shall not erect or place upon the premises associated with the Water Rights any structures, buildings, or improvements, permanent or temporary, nor alter the existing structures, if any, without the prior written consent of Owner. Upon termination of this Agreement, all structures, buildings, improvements, and alterations, erected, placed, or made upon the said premises shall, at the option of Owner, remain and become the sole property of Owner. Should Owner elect not to exercise this option, Lessee shall remove all said structures, buildings, improvements or alterations from the demised premises.

15. EMINENT DOMAIN. If the whole or any part of the premises associated with the Water Rights shall be taken by right of eminent domain or by a conveyance in lieu thereof, this Agreement shall, as to the part so taken, terminate as of the date the Condemnor takes actual possession thereof, or as of the date title shall vest in the Condemnor, whichever date occurs earlier, and, in the event of a partial taking, Lessee shall continue to pay a prorated rental on that portion of the Water Rights and associated premises not taken by right of eminent domain, and Lessee shall also continue to pay all other charges herein required to be paid by Lessee. If, in the judgment of either party, the Water Rights remaining after such partial taking shall not be suitable for Lessee's purposes described above, that party shall be entitled to cancel this Agreement by giving the other party ten (10) days written notice of its intention to cancel this Agreement, and if this Agreement is so cancelled, all liability of both parties hereunder shall terminate as of the date of cancellation. Owner shall be entitled to the proceeds of an award of just compensation received as a result of any taking by right of eminent domain or by a conveyance in lieu thereof, provided, however, that Lessee does not waive any award for damages to it or its leasehold interest caused by such taking which are in addition to the condemnation award for the value of the fee simple interest or easement interest taken by the Condemnor, appraised without regard to the encumbrance of this Agreement. Owner shall have the right to convey the subject Water Rights and associated premises in lieu of condemnation free and clear of the obligation of this Agreement, upon fifteen (15) days written notice to Lessee.

16. DEFAULT -- REMEDIES OF OWNER. It is expressly understood and agreed between the parties hereto that all covenants and agreements contained in this Agreement are conditions to this Agreement and to the Term hereby demised to Lessee, and if any default is made by Lessee in the performance of any covenants or agreements hereof, such default shall be considered a breach of this Agreement by Lessee, and should Lessee fail to cure such default and

remedy such breach within 15 days of the receipt by Lessee from Owner of written notice thereof, then Owner at its option, may immediately terminate this Agreement and retake possession of the Water Rights, and Owner shall be entitled to recover from Lessee any damages and expenses incurred by Owner due to such breach.

17. **SURRENDER; END OF TERM.** Lessee covenants that on the last day of the Term or on the last day of a renewal or extension thereof, or upon termination of the Agreement, it will peaceably and quietly surrender the Water Rights and the fixtures and facilities associated herewith on the Leased Property in as good condition as they now are, ordinary wear and tear, and alterations and improvements herein permitted, excepted.

18. **ATTORNEYS FEES.** In the event of any action between Owner and Lessee to enforce any of the provisions or rights hereunder, the court may award costs and reasonable attorney fees to the prevailing party.

19. **NOTICE.** The parties shall give notice under this Agreement in writing, delivered personally or mailed by certified mail, return receipt requested, in a postpaid envelope, addressed to the parties at the addresses given in paragraph 1 of this Agreement, or such other addresses as the parties shall direct in writing. Notice shall be effective upon receipt or three days after mailing.

20. **SUCCESSORS.** All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

21. **WAIVERS.** The waiver of any breach of any covenant, condition or stipulation contained herein shall not be taken to be a waiver of any subsequent breach of the same or any other covenant, condition or stipulation. Any failure of Owner to enforce rights or seek remedies upon any default of Lessee with respect to the obligations of Lessee, or any of them, will not prejudice or affect the rights or remedies of the Owner in the event of any subsequent default of Lessee.

22. **ASSIGNMENTS, SUBLETTING, AND ENCUMBRANCES.** Lessee shall not assign this Agreement, or mortgage, encumber or sublet the Water Rights or any part thereof except as provided in Section 4, and shall not allow any lien or encumbrance to be placed upon the leasehold interest hereby created or any part thereof, without the prior written consent of Owner.

23. **OWNER'S PERFORMANCE OF LESSEE'S OBLIGATIONS.** In the event Lessee shall fail to perform after written demand by Owner and the passage of ten (10) days, except in the event of an emergency, Owner shall be authorized but not required to perform any of the obligations of Lessee under this Agreement. In the event Owner shall perform any such covenants or shall make any expenditure for which Lessee is responsible, then the amount thereof, together with interest at 18 % per annum and costs, shall be paid to Owner within ten (10) days of Lessee's receipt of an invoice therefor. Any written communication required under this Agreement may be satisfied by email or other electronic communication.

24. INTEGRATION. This Agreement and the annexed Exhibits state the entire agreement between Owner and Lessee concerning the Water Rights; and no agreement, either oral or written, other than herein provided, and no change of this Agreement shall be binding upon Owner or Lessee unless reduced to writing and signed by them.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written by their signatures.

Owner:

Lessee:

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

Spanish Fork City,  
a Utah municipal corporation

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**CONSENT OF WATER COMPANIES**

The following entities consent to the lease by Owner to Lessee of those Water Rights described herein:

East Bench Canal Company,  
a \_\_\_\_\_

Strawberry Water Users Association,  
a \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**EXHIBIT A**

[Water Rights]

(See Attached)

Water Rits Seq: 1  
Certificate Nbr: 1575.001 DISTRICT 13 ← Account #  
St Area Nbr:  
Qty of Water Rits: 24.12  
Unit Qty: ACF ACRE FEET  
Water Rits Status: A ACTIVE, USED  
Water Co Name: STRAWBERRY UT WTR USERS ASSOCIATION  
Water Co Type: D WATER ENT-DISTRICT

Water Rits Seq: 2  
Certificate Nbr: 490  
St Area Nbr:  
Qty of Water Rits: 72.00  
Unit Qty: SHR SHARES  
Water Rits Status: A ACTIVE, USED  
Water Co Name: E BENCH UT CANAL CO  
Water Co Type: C WATER ENT-COMPANY

*See copy of Certificate*

Water Rits Seq: 3  
Certificate Nbr: 1570.000 DISTRICT 13 ← Account #  
St Area Nbr:  
Qty of Water Rits: 38.14  
Unit Qty: ACF ACRE FEET  
Water Rits Status: A ACTIVE, USED  
Water Co Name: STRAWBERRY UT WTR USERS ASSOCIATION  
Water Co Type: D WATER ENT-DISTRICT

Water Rits Seq: 4  
Certificate Nbr: 1606.000 DISTRICT 13 ← Account #  
St Area Nbr:  
Qty of Water Rits: 43.50  
Unit Qty: ACF ACRE FEET  
Water Rits Status: A ACTIVE, USED  
Water Co Name: STRAWBERRY UT WTR USERS ASSOCIATION  
Water Co Type: D WATER ENT-DISTRICT

508-5195

FRI



INCORPORATED UNDER THE LAWS OF

THE STATE OF UTAH

# East Branch Canal Company

CAPITAL STOCK 6,000 SHARES

NO. 500

*J. W. Gardner*  
J. W. GARDNER

500  
SHARES

SECURITY

© 608553

**EXHIBIT B**

[The Leased Property]

That certain property located in Utah County, Utah, more particularly described as follows:

Township 8 South, Range 3 East, SLM

Section 20: Commencing at E  $\frac{1}{4}$  corner of section; W 555 ft; S  $6^{\circ}15'$  W 1460 ft N  $75^{\circ}$  E 350 ft; N  $86^{\circ}$  E 250 ft; N 1350 ft to beginning. Area 17.96 acres.

Section 21: Commencing at W  $\frac{1}{4}$  corner of section; E 19.80 chs; S 20.10 chs; W 19.80 chs; S 20.10 chs to beginning. Area 39.80 acres.

**EXHIBIT C**

[The Agreement between Spanish Fork City and Harward Farms]

(See Attached)

## CONTRACT

COME NOW the parties hereto, Spanish Fork City (City) and Harward Farms Sweet Corn, Inc. (Harward) and hereby contract, covenant, and agree as follows:

1. The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints (Church) has leased to City 72 shares of East Bench Irrigation Company water and 105.76 acre feet of Strawberry Water with the understanding that approximately 80 acre feet will be delivered to Harward, through City's pressure irrigation system to property located at 2300 East 100 South in Spanish Fork City.
2. Harward is willing to use the secondary irrigation line for irrigation, but desires that his costs are relatively certain.
3. City therefore agrees to deliver through its secondary irrigation system to the property at 2300 East 100 South approximately 80 acre feet of water for agricultural irrigation purposes. The parties agree to cooperate with respect to scheduling the water and the flow rates of the water, in order to guarantee sufficient water for all parties using the secondary irrigation. No water is available during the non-irrigation season.
4. City agrees to charge Harward, for delivering that water, a transport fee in an amount equivalent to the City's pumping costs incurred in delivering the water. City will provide the cost to pump 1000 gallons to Harward by the beginning of each irrigation season in which this agreement is in place.
5. Upon presentation of a bill for the delivery fee, Harward agrees to pay the City the amount billed within thirty (30) days of being billed.

6. Upon such time that Church terminates the lease of water with City, or such other time when the property is no longer used for agricultural purposes for which irrigation is necessary, the City will be no longer obligated to deliver water to the property for agricultural purposes at these rates.
7. The initial pumping costs for the 2014 irrigation season are \$0.204 per thousand gallons.
8. In future years, if Harward disputes the amount of the pumping costs, the City will review with Harward what those costs are and how the rate is established based on those costs. In the event that the dispute persists, Harward agrees to pay the original amount in order to maintain delivery of the water and the parties may submit the matter to a judge for decision.
9. The parties submit to jurisdiction in the Fourth Judicial District Court in Utah County, Utah, if disputes over pumping costs continue. Prior to litigation, the parties agree to mediation in an effort to resolve the differences. The parties shall use their best efforts to agree upon the person to act as mediator. If they cannot agree, each will select one person. Those two persons will select a third person, who shall act as mediator, if they are willing. The cost of mediation will be equally shared by the parties.
10. This contract is valid for the 2014 irrigation year, but may be renewed on a year by year basis if City is able to obtain a lease from Church for the water or unless notice is given by Harward of the intent to terminate the agreement upon 60 days' notice, or by City if there is a significant change in the use of the property.
11. Any notice required given by this contract is sufficient if deposited with the

United States Postal Service, postage prepaid, first class mail and addressed as follows:

Spanish Fork City  
Attn: Chris Thompson  
40 South Main Street  
Spanish Fork, Ut 84660

Harward Farms Sweet Corn, Inc.  
Attn: Jake Harward  
1988 W. Center  
Springville, Ut 84663

12. This document represents the entire agreement between the parties. All prior negotiations, understandings, or agreements are merged herein and superseded hereby.
13. If any section of this agreement is deemed void, it shall be severed and the rest of the contract shall nevertheless be held valid and binding.
14. This agreement is specific to the property and will run with the land.
15. This agreement may be modified by only a written amendment signed by all of the parties hereto.
16. In the event of a breach of this agreement, the non-breaching party shall be entitled to recover its costs and attorneys fees.

DATED this \_\_\_\_\_ day of May, 2014

SPANISH FORK CITY by:

\_\_\_\_\_  
STEVE LEIFSON, Mayor

Attest:

\_\_\_\_\_  
KENT R. CLARK, Recorder

HARWARD FARMS SWEET CORN, INC. by:

\_\_\_\_\_  
JAKE HARWARD, President

Attest:

\_\_\_\_\_  
SARA HARWARD, Vice President



# Memo

To: Mayor and City Council  
From: Chris Thompson P.E., Public Works Director/City Engineer  
Date: May 28, 2014  
Re: SCI 3 inch and 6 inch Power Conduit Installation (I-15 and SR 115) 2014 Project Change Order 1

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## Staff Report

### RECOMMENDED ACTION

Ratification of the SCI 3 inch and 6 inch Power Conduit Installation (I-15 and SR 115) 2014 Project Change Order 1 for the amount of \$19,200.

### BACKGROUND

The city has budgeted to construct a west distribution line that will connect the extra capacity in the Industrial Substation to the Leland Area. This is a key project in our work to create redundancy in the electrical system.

### DISCUSSION

The city planned to trench along SR 115 in front of the old sugar factory to install this conduit. After bluestakes we found that there was too much fiber and other conduit in the area. This change order is for SCI to continue boring the conduit through the congested area. The cost to SFCN would be \$8,200 and the cost to the electric division would be \$11,000.

Attached: change order

# Spanish Fork City

## Contract Change Order

Change Order Number: **1**

Contract for	3" and 6" Power Conduit Installation (I-15 & SR-51) 2014	Date	5/19/2014
Owner	Spanish Fork City		
To	SCI		

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
Additional 500 feet of boring is needed along 1550 West		
3" Power Conduit @ \$16.40 a foot		\$8,200.00
6" Power Conduit @ \$22.00 a foot		\$11,000.00
TOTALS :	\$-	\$19,200.00
NET CHANGE IN CONTRACT PRICE :		\$19,200.00

JUSTIFICATION

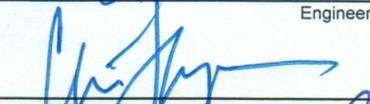
The amount of the contract will be increased by the sum of : Nine Thousand Six Hundred Eighty Two and 96/100 Dollars  
Dollars                      \$19,200.00

The contract total including this and previous change orders will be : Five Hundred Thirty Seven Thousand Six Hundred Ninety Two  
and 96/100 Dollars                      Dollars                      \$52,152.00

This document will become a supplement to the contract and all provisions will apply herein.

Recommended:   
Engineering Division Manager

Date: 5-20-14

Approved:   
Public Works Director

Date: 5/20/14

Approved:   
Mayor

Date: 5/20/14

Accepted: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_



**Sorensen Construction Incorporated**  
**Estimating Department**  
 4185 West 8370 South  
 West Jordan, Utah, 84088  
 Phone: (801) 282-0000, Fax: (801) 260-1136

**"We guarantee the best solution for each individual Customer"**

Date: 5/16/2014

To: Spanish Fork City

Attn: Tom Cooper

Project: Spanish Fork 3" & 6" Power Conduit Installation (additional Bore)

Sorensen Construction Inc. proposes to furnish all supervision, labor, material and equipment necessary to complete the following:  
 Directional bore along 1550 W. approximately 500'. SCI will pothole all utilities within the proposed running line, and place the 3" & 6" Conduit.  
 Customer will be responsible for all tie-ins, and placement of wire in conduit.

Description	Quantity	Unit	Unit Price	Ext. Price
3" POWER CONDUIT	500.000	LF	\$16.40	\$8,200.00
6" POWER CONDUIT	500.000	LF	\$22.00	\$11,000.00
			<b>Bid Total:</b>	<b>\$19,200.00</b>

All quantities are estimated. SCI will invoice for the actual quantity of each unit placed.

SCI has bid this project based on the known conditions at the time of the bid walk. We do not wish nor intend on having any change orders with this project. However if there is a change in the scope of work, unforeseen site conditions, or other unforeseen challenges unknown at the time of the bid walk, SCI reserves the right to negotiate new pricing and/or additional charges to compensate for the changes. **Absolutely no work will be performed without a written and signed change order.** In the event a change order is needed, please list the name and contact information of the individual(s) who has authority to approve change orders.

Name: *Tom Cooper*  
 Phone #: (801)804-4430  
 Email Address: *tcooper@spanishfork.org*

**Special considerations if directional bore is part of this bid:**

The unit prices to directional bore listed above are based on SCI successfully placing the product within two (2) attempts. If SCI is unable to place the product within two (2) attempts, the billed price will revert to a time and material basis for the attempted additional bore(s). Additional directional boring beyond the two attempts will be at the discretion of the customer and will be billed at the time and material rate listed below. In the event SCI is unable complete the bore, all labor, equipment and materials utilized to pothole utilities and develop the bore path will be calculated and billed at the time and material rate shown below.

**Directional bore Hourly Crew Rate shall be \$471.00 per hour. Materials will be billed at invoice amount plus 10%.**

**Exclusions and Considerations:**

Items listed in this paragraph shall NOT be supplied and/or performed by Sorensen Construction, Inc.: surveys or staking, soil testing, layout or elevations, bonds, pavement cutting, pavement removal, pavement replacement, permits, or environmental hazards (handling or disposal). Running line shall be a minimum of 2 linear feet (LF) from any existing utilities. Private utilities that exist on private property must be clearly marked 48 hours prior to SCI commencing any construction operations. If the property owner does not mark utilities, SCI shall not be responsible for any and all damages that may occur if the utility is damaged. SCI will repair any unmarked private utility that may be damaged by SCI during construction operations and the Customer agrees to reimburse SCI at SCI's standard time and material rates for all repair work and downtime associated with the damaged utility. Fuel surcharges or increased material and transportation costs from our suppliers may necessitate SCI passing these increased costs to our customers by adjusting each delivery ticket with a per load or material cost surcharge that is scaled based on the price of fuel, transportation or material.

The Owner or General Contractor shall be solely responsible for the notification of all residences and/or businesses that will be directly or indirectly impacted, in any way, due to Sorensen Construction Inc. work.

This proposal is good for your acceptance for five (5) days, or is dependent on supplier pricing guarantee at time of bid. Supplier guarantee time or acceptance of our bid past the five (5) day limit may require price changes. A subcontract agreement shall be agreed upon and signed prior to scheduled start date. Start date will be determined by equipment and crew availability.

We appreciate the opportunity to provide you with this quotation and look forward to working with you on this project.

Sincerely,

Sincerely,  
Chase Sorensen  
Estimator  
Office: 801-282-0000 X 536  
Fax: 801-260-1136  
Cell: 801-628-6748  
[chase.sorensen@gosci.com](mailto:chase.sorensen@gosci.com)

Acceptance:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance: 5/16/2014 Purchase Order # 2181  
Authorized Customer Representative: (Please Print): Tom Cooper  
Signature: Tom Cooper APPROVED  
By Tom Cooper at 10:25 am, May 16, 2014

SCI shall perform its work as an independent contractor in fact and also within the scope of the United States Internal Revenue Code; Social Security and unemployment insurance laws and regulations; applicable safety, health, e-verify and environmental laws and regulations (e.g. OSHA, MSHA, Employment Eligibility Verification); and applicable collective bargaining agreements and are therefore solely responsible for: (1) compliance with such laws, regulations and agreements, (2) all payroll taxes, and (3) all trust fund and other deductions, withholdings and contributions payable under such laws, regulations and agreements. The bid proposal amount includes all applicable sales and use taxes; franchise, excise, and other taxes, and governmental impositions of all kinds and is not subject to any addition for any such taxes or impositions now or hereafter levied., and shall have responsibility for and control over the details of and means for performance of the work described on the foregoing page. SCI is not the agent of the Customer when performing this agreement, unless agreed to by SCI in writing and only to the extent expressly agreed to by SCI.

SCI warrants that equipment and materials supplied shall conform to specifications, drawings, samples, etc. as set forth in this contract. SCI shall not be responsible for correcting defects that result from employees, contractors, sub-contractors, or other agents of the Customer who make modifications or cause damage to the project.

It is acknowledged by both parties that the Work does not include any services related to asbestos or hazardous or toxic materials. In the event SCI or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the Work, the SCI shall immediately notify Customer and the SCI may, without liability for consequential or any other damages, suspend performance of services on the project until Customer or the Owner retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials.

SCI will follow Utah law (Blue Stakes) relating to the location of underground utilities (Utah Damage to Underground Facilities Act, Utah Code Ann. § 58-8a-1 *et seq.*). Customer acknowledges that Customer is responsible for identifying and locating any and all private underground utilities that are not covered by Blue Stakes and Customer will inform SCI of the existence of such private utilities before SCI begins work. Customer will pay for any costs (at SCI's standard rates) necessary to repair or replace any private utilities not properly marked and identified to SCI.

SCI is entitled to rely on all information furnished or to be furnished by Customer. To the fullest extent permitted by law, Customer agrees to indemnify, defend and hold harmless SCI, its officers, agents and employees from any and all claims, of any kind, arising out of or relating to any claims, damages, liability, expenses, and attorneys fees caused by or contributed to by any errors or omissions in information provided by Customer.

The following actions shall constitute a default under this Contract, permitting the non-defaulting party to suspend performance of the agreement and entitling it to exercise any remedies permitted by law upon breach:

- A. Failure of Customer to pay SCI sums invoiced according to terms on the front page of this Contract.
- B. Interference by either party, its agents, contractors or sub-contractors in the other party's performance of its work or the work of its agents, contractors, or subcontractors.
- C. Breach of a material term of this Contract by either party.
- D. SCI's obligation to perform on this contract is conditional upon SCI's review and approval of the financial responsibility of the Customer and Customer's ability to pay for services and material received.

In the event of litigation or other dispute resolution by the parties to this agreement, all reasonable attorney's fees, costs and litigation expenses to protect or enforce the prevailing party's rights shall be paid or reimbursed by the prevailing party. SCI and Customer hereto agree that a facsimile copy or photocopy of this document shall be of full effect as the original document for all purposes.

If any provision of this Contract is determined by a court to be invalid or unenforceable, the remainder of this Contract shall remain in full force and effect. The Contract constitutes the entire agreement between Customer and SCI and supersedes all prior or contemporaneous oral or written representations or agreements. This agreement shall not be modified except with a document(s) signed by both parties in writing.

By signing this Contract, signer certifies that he/she is authorized by the Customer to sign this Contract and to commit the expenditure of funds therefore.

SCI will not be held liable for default for delays caused by factors beyond SCI's control which could not readily have been foreseen by SCI at the time this work order was signed including, but not limited to, the following: acts of God, storms, floods, fires, epidemics, war, riots, strikes, lockouts, or other labor disputes, and acts of the federal, state or local government, their agencies or officials.

Customer shall arrange for access and make all provisions for SCI to enter upon public or private property as required for SCI to perform the specified services. Customer shall solely responsible for providing SCI with a safe work place and shall inspect all areas where SCI may work and shall promptly take action to correct conditions which are or may become unsafe.

Customer agrees that any payment not received by SCI within the terms of this Contract shall be considered delinquent and the amount(s) due SCI shall accrue a late charge at the rate of 1 ½% per month, prorated daily for each day from the due date of the invoice. The minimum monthly finance charge shall be \$5.00. In the event of default in payment of Applicant's account, SCI may institute legal action to enforce mechanic's lien, stop notice, or joint-check agreement rights with respect to goods or services sold by SCI. All fees and costs, including internal SCI costs, incurred as a result of such legal action shall be added to Customer's account either during the litigation or at the conclusion of the litigation. Furthermore, in the event of a default in payment in accordance with this Contract, SCI shall also be entitled to (i) service charges in the amount of 1 ½% per month on past due balances, (ii) in the event of a suit against Customer, Customer agrees to pay the full amount of SCI's actual attorney fees, plus other litigation costs, (iii) in the event of assignment to a collection agency, debtor will pay actual collection fees charged by collection agency to SCI., and (iv) should liens be filed on the project, Customer will pay all reasonable costs of filing the liens.

Customer agrees not to solicit for employment or independent work any SCI employee or agents during the term of this agreement and for one year after the last services are provided under this agreement. Further, should Customer solicit and hire, either as an employee or independent agent, any SCI employees or agents during that time, customer agrees to pay SCI as damages an amount equal to the value of said employee or agent's total compensation package for a period of six months, regardless of said employee or agent's status throughout that year.

The laws of the State of Utah shall govern the interpretation, validity and construction of the terms and conditions of this contract.





# Memo

To: Mayor and City Council  
From: Chris Thompson P.E., Public Works Director/City Engineer  
Date: May 29, 2014  
Re: Strawberry Water Users Association Mountain Bike Trail Agreement

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## Staff Report

### RECOMMENDED ACTION

Approval of the Strawberry Water Users Association (SWUA) Mountain Bike Trail Agreement.

### BACKGROUND

The city has received a grant from the county to construct a mountain bike trail in the Spanish Oaks Recreational Area. We have laid out the best route for this trail with a professional mountain bike trail builder. A portion of that trail runs on SWUA property. This agreement would allow us to construct the trail across that property.

### DISCUSSION

In consideration for constructing the trail, SWUA has asked that the city take measures to prevent OHV access to their property along where their property borders with planned city trails. They have also asked that it be closed in the winter when the Spanish Oaks Recreational Area is closed and whenever else they need it closed.

Attached: agreement



AFTER RECORDING, RETURN TO:

SPANISH FORK CITY  
40 SOUTH MAIN  
SPANISH FORK, UT 84660

### **MOUNTAIN BIKE TRAIL AGREEMENT**

COMES NOW the parties hereto, Spanish Fork City (City) and Strawberry Water Users Association (SWUA), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. SWUA agrees to allow a four foot wide public mountain bike trail across real property owned by SWUA located in Spanish Fork City and Utah County and more particularly described, shown and indicated in Exhibit A attached.
2. City is desirous to construct the trail upon the terms and conditions set forth herein.
3. City will pay for all costs associated with the construction, maintenance and operation of the mountain bike trail.
4. City will also pay for and install motor vehicle cable barriers to prevent access to the mountain bike trail system and SWUA property by motor vehicles or all terrain vehicles as shown in Exhibit B.
5. City and SWUA agree that for each winter the City will close the trail system when the reservoir is closed. The City will also close the trail system at any other time requested by SWUA. Cable gates will be installed to facilitate this closure.
6. City agrees to protect, defend, release, indemnify and hold harmless SWUA, and any successors, contractors, officers, directors, agents and employees of SWUA, from and against any and all losses resulting from the construction, maintenance, operation and use of the trail.

7. SWUA may request, at anytime, the relocation or removal of any portion of the mountain bike trail upon 60 days written notice to City at no cost to SWUA. Either party may terminate this agreement at any time upon 60 days written notice to the other party.
8. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings regarding this trail are merged herein and superseded hereby. This agreement may only be amended by a written agreement entered into between the parties.

DATED this \_\_\_\_ day of May, 2014.

SPANISH FORK CITY by:

\_\_\_\_\_  
STEVE LEIFSON, Mayor

Attest:

\_\_\_\_\_  
KENT R. CLARK, Recorder

STRAWBERRY WATER USERS ASSOCIATION by:

\_\_\_\_\_  
CALVIN V. CRANDALL, President

Attest:

\_\_\_\_\_  
JEREMY SORENSEN, General Manager

# Exhibit A



1" = 1,000 Ft

## Legend

-  Future Trail
-  SWUA Property-32171-1990 Legal Description
-  Major Roads
-  Railroad
-  County SF Parcels
-  Rivers
-  Mapleton
-  Spanish Fork Boundary

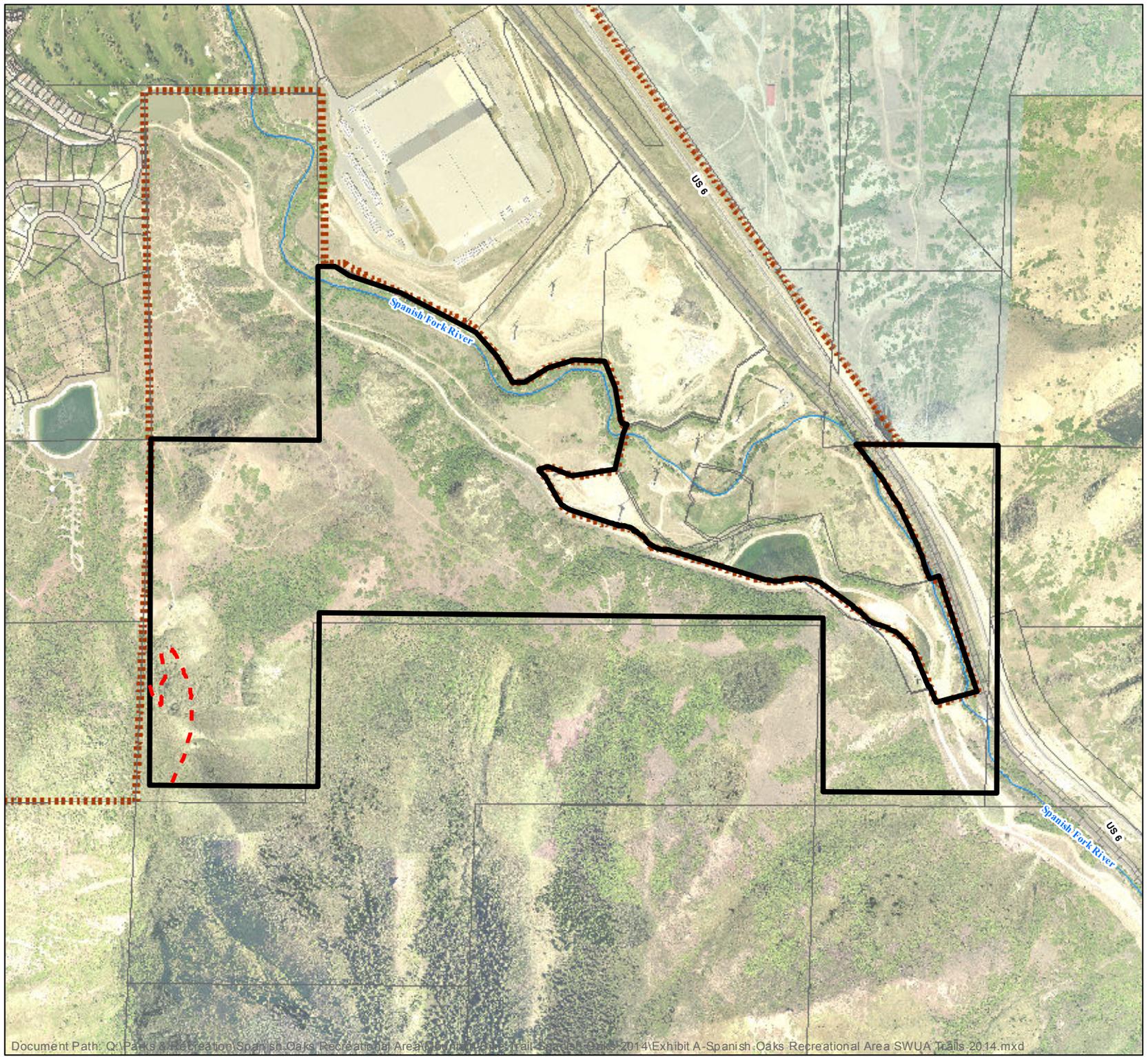
Print Date: 4/22/2014



## GEOGRAPHIC INFORMATION SYSTEMS

Spanish Fork City GIS  
40 South Main St  
Spanish Fork, UT 84660  
GIS Phone Numbers;  
(801) 804-4571 (Administrator)  
(801) 804-4570 (Intern)  
(801) 804-4572 (Intern)

Disclaimer: Spanish Fork City makes no warranty with respect to the accuracy, completeness, or usefulness of these maps. Spanish Fork City assumes no liability for direct, indirect, special, or consequential damages resulting from the use or misuse of these maps or any of the information contained herein. Portions may be copied for incidental uses, but may not be resold.



# Exhibit A



1" = 300 Ft

## Legend

- Future Trail
- JWD-SWUA Property-32171-1990 Legal Description
- County SF Parcels
- Spanish Fork Boundary

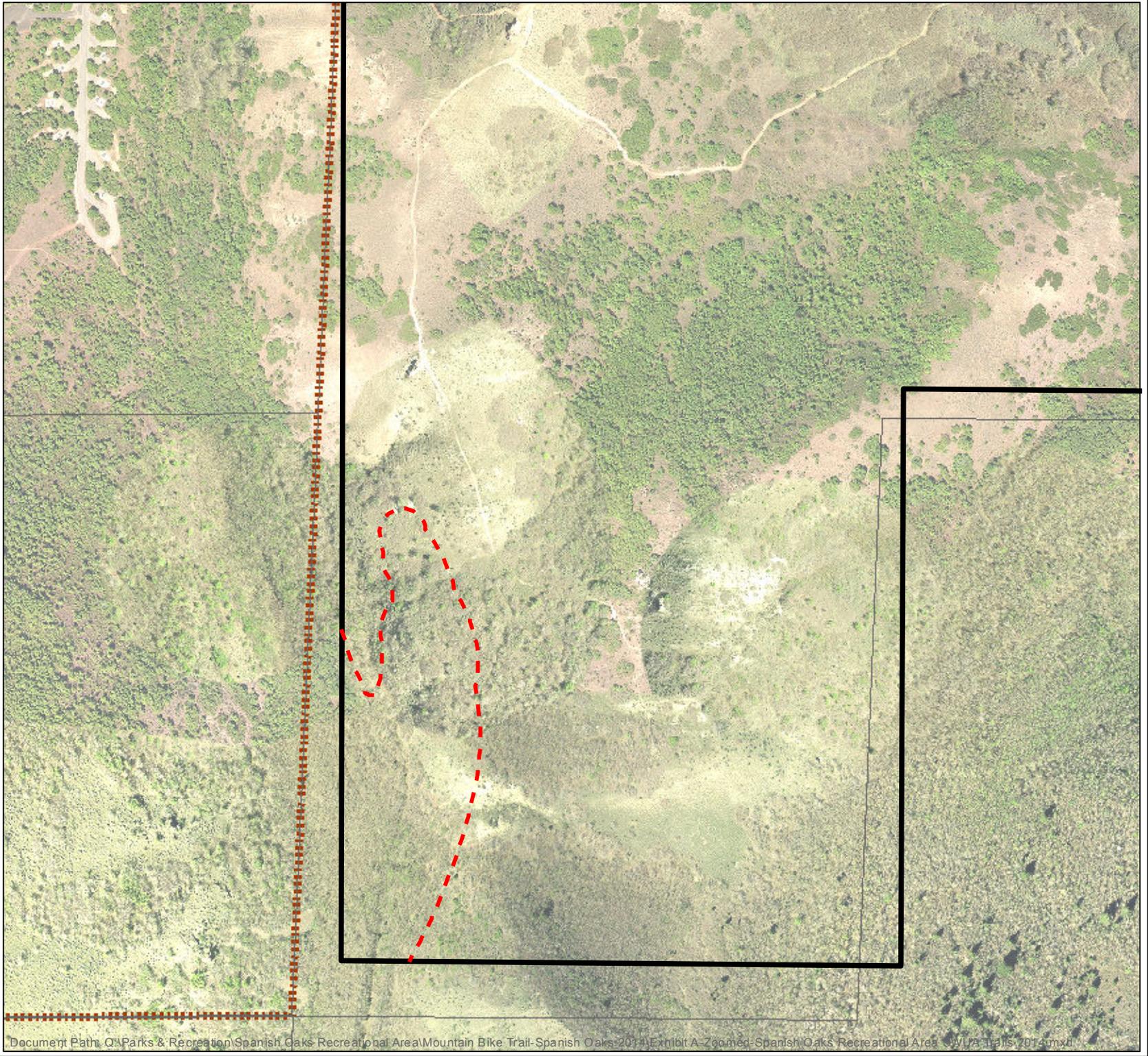
Print Date: 4/29/2014



GEOGRAPHIC INFORMATION SYSTEMS

Spanish Fork City GIS  
40 South Main St  
Spanish Fork, UT 84660  
GIS Phone Numbers;  
(801) 804-4571 (Administrator)  
(801) 804-4570 (Intern)  
(801) 804-4572 (Intern)

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# EXHIBIT B



Cable Barrier



# Memo

To: Mayor and City Council  
From: Chris Thompson P.E., Public Works Director/City Engineer  
Date: May 29, 2014  
Re: Stillman Road 2, LLC and Spanish Fork City Boundary Line Agreement

---

## Staff Report

### RECOMMENDED ACTION

Approval of the Stillman Road 2, LLC and Spanish Fork City Boundary Line Agreement.

### BACKGROUND

A Rocky Mountain Power power line corridor has made a stretch of property through the east bench mostly unusable. Because of this, a portion of the property was deeded to Spanish Fork City some time ago. This property is shown in blue on the attached map.

### DISCUSSION

The property owners to the north of this city property would like to establish the boundary line to match their south property line according to deed. Their property is shown in red on the attached map. The discrepancy is very small and we feel like this is a reasonable request.

Attached: agreement, map



Upon Recording return to:

Nickolas S. Rice  
McKay, Burton & Thurman  
15 W. South Temple, Suite 1000  
Salt Lake City, UT 84101

## BOUNDARY LINE AGREEMENT

This Boundary Line Agreement (the "Agreement"), is made and entered into by Stillman Road 2, LLC, a Utah limited liability company ("SR2") and Spanish Fork City ("Spanish Fork").

### RECITALS

- A. SR2 is the owner, in fee simple, of the parcel of real property situated in Utah County, State of Utah, hereinafter referred to as the SR2 Parcel, more particularly described on Exhibit A attached hereto, and commonly referred to as Utah County Serial No. 27:032:0049.
- B. Spanish Fork is the owner, in fee simple, of the parcel of real property situated in Utah County, State of Utah adjacent to the south of the SR2 Parcel, hereinafter referred to as the Spanish Fork Parcel, commonly referred to as Utah County Parcel Serial No. 27:032:0129.
- C. The exact location of the boundary between the SR2 Parcel and the Spanish Fork Parcel is currently in dispute. In order to eliminate any confusion and to forever determine the issue of the common boundary line between the SR2 Parcel and the Spanish Fork Parcel, the undersigned parties desire to establish said boundary line.

NOW THEREFORE in consideration of the above premises, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and for the purpose of permanently establishing the common legal and physical boundary line between the Parcels described herein, it is hereby agreed as follows:

Agreed Boundary Line. The agreed upon boundary line between the south of the SR2 Parcel and the north of the Spanish Fork Parcel adjacent to the SR2 Parcel shall be the southern boundary line of the SR2 Parcel as described on Exhibit A attached hereto.

[SIGNATURE PAGE TO FOLLOW]

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**STILLMAN ROAD 2, LLC**

By: \_\_\_\_\_  
Name: Elizabeth Hanson  
Title: Manager

STATE OF \_\_\_\_\_ )  
  :SS  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2014, Elizabeth Hanson, the signer of the within instrument, personally appeared before me and duly acknowledged to me that she executed the same as a manager of Stillman Road 2, LLC.

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

**SPANISH FORK CITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  :SS  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2014, \_\_\_\_\_, the signer of the within instrument, personally appeared before me and duly acknowledged to me that he/she executed the same as a \_\_\_\_\_ of Spanish Fork City.

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

**EXHIBIT A**

(Survey Description of SR2 Parcel)

STILLMAN ROAD 2, LLC PARCEL 1 PROPERTY BOUNDARY DESCRIPTION:

BEGINNING AT A POINT WHICH LIES SOUTH 89°19'10" WEST 16.50 FEET  
ALONG THE SECTION LINE FROM THE NORTH 1/4 CORNER OF SECTION 21,  
TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; AND  
RUNNING THENCE SOUTH 89°19'10" WEST 640.19 FEET CONTINUING ALONG  
THE SECTION LINE TO THE EXTENSION OF A FENCE; THENCE SOUTH 0°17'  
20" EAST 1361.06 FEET; ALONG SAID EXTENSION AND FENCE; THENCE  
SOUTH 89°51'20" EAST 656.08 FEET ALONG THE REMNANTS OF AN OLD  
FENCE TO THE QUARTER SECTION LINE; THENCE NORTH 0°15'47" WEST  
698.82 FEET ALONG THE QUARTER SECTION LINE; THENCE SOUTH 89°26'  
14" WEST 16.50 FEET; THENCE NORTH 0°15'47" WEST 671.65 FEET TO  
THE POINT OF BEGINNING. AREA = 20.33 ACRES

# BLA - SFC & Stillman Road 2 LLC



1" = 500 Ft

## Legend

- BLA-SFC And Stillman Road 2 LLC 5-29-14
- Spanish\_Fork\_Property\_5-29-14
- Roads
  - Paved
  - Railroad
- County SF Parcels
- Spanish Fork Boundary

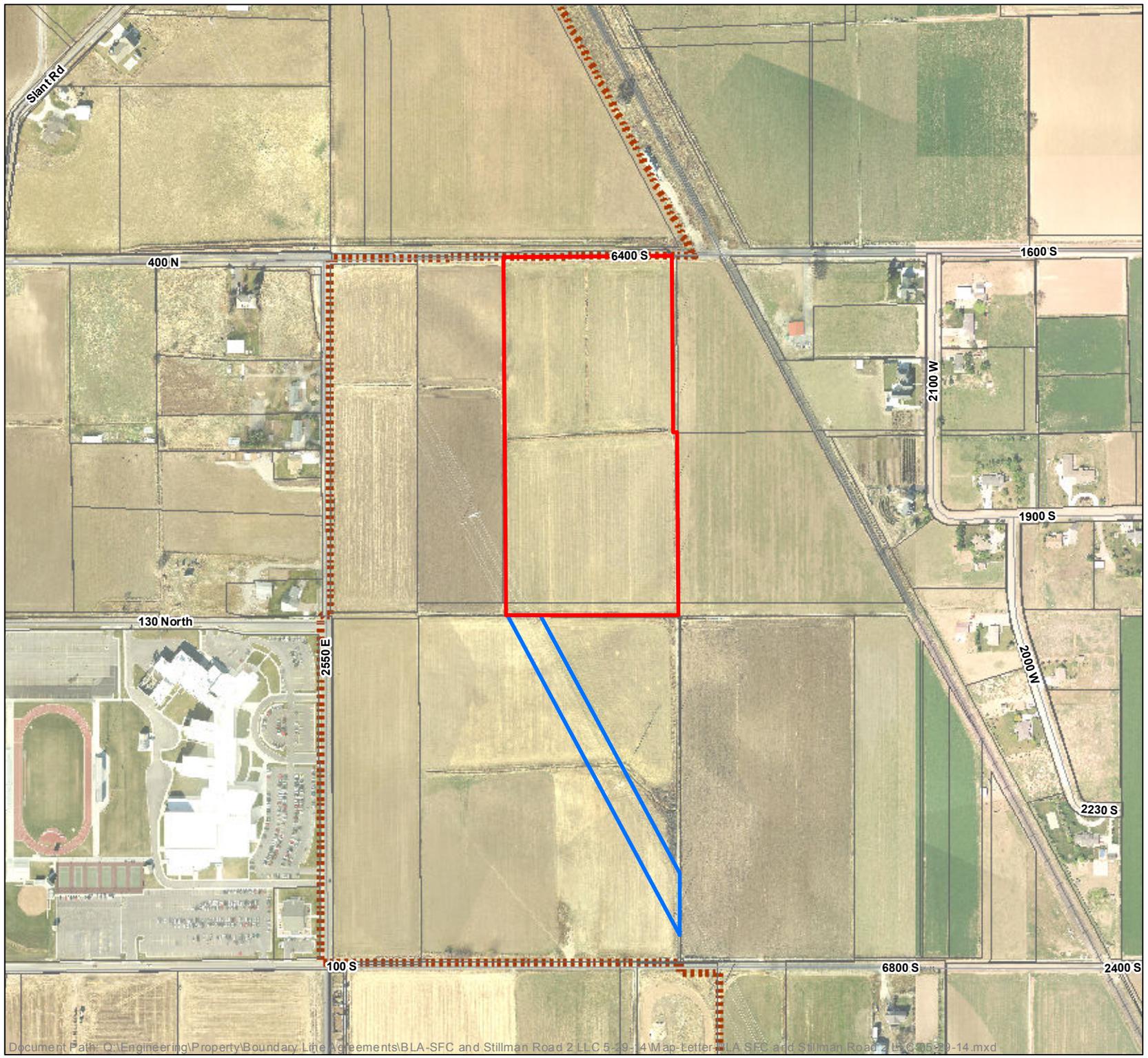
Print Date: 5/29/2014



GEOGRAPHIC INFORMATION SYSTEMS

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 Spanish Fork, UT 84660  
 GIS Phone Numbers;  
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**TO:** Spanish Fork City Council

**FROM:** Dave Anderson, Community and Economic Development Director

**DATE:** June 3, 2014

**RE:** Building Inspection Services Task Order

Attached to this memorandum is a proposed task order for Epic Engineering, PC to provide building inspection services. Staff has reviewed the proposal and recommends that it be approved. While staff would like to have this agreement in place with Epic Engineering, we do not anticipate using Epic's services on a regular basis. Instead, Epic would only be called upon in the event that one of our inspectors is unavailable or to help alleviate any backlogs that would potentially diminish our level of service.

attachment: Task Order Number 2014-BLD-INPS-01



**EXHIBIT "A"**

**PROJECT TASK ORDER NO. 2014-BLD-INPS-01**

SPANISH FORK CITY requests EPIC ENGINEERING, PC to perform civil engineering services under the terms of the existing general engineering services agreement on this the 16<sup>th</sup> day of May 2014 for the following scope of work:

Building inspection services provided for residential and commercial inspections. Residential inspections provided at a rate of \$58.00 per hour. Commercial inspections provided at a rate of \$63.00 per hour. One half hour charge for each inspection type will be charged for travel expenses one time per day for all inspections completed that day. Inspections include reporting and documentation as part of these services.

The end results or product associated with this scope of work will include the following (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The proposed scope of work will be completed within \_\_\_\_\_ business days (if applicable) after Epic Engineering P.C. has received this signed contract.

Engineering fees associated with the work will (check one):

- A) be performed for a lump sum of \$ \_\_\_\_\_,
- B) be billed at an hourly rate, as set forth in attached Fee Schedule not to exceed without written consent \$ \_\_\_\_\_, or
- C) be performed at the existing hourly rate as set forth above.

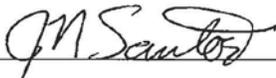
IN WITNESS WHEREOF, the parties have executed this Project Task Order effective the date and year set forth above.

**"Engineer"**

**"Client/Owner"**

**Epic Engineering, PC  
A Utah Professional Corporation**

**Spanish Fork City**

By: 

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

**Joseph N. Santos, P.E.  
Principal**

**Steve Leifson  
Mayor**

Date: 2014-05-16

Date: \_\_\_\_\_

  
Epic Initials

\_\_\_\_\_  
Client's Initials



## ***REDEVELOPMENT AGENCY MEETING***

PUBLIC NOTICE is hereby given that the Redevelopment Agency of Spanish Fork, Utah, will hold a public meeting in the City Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on June 3, 2014**.

### **AGENDA ITEMS:**

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

#### **2. CONSENT ITEMS:**

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

- a. \*Minutes of Redevelopment Agency Meeting – [May 6, 2014](#)

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

- a. FY 2015 RDA Budget

#### **4. NEW BUSINESS:**

- a. Maple Mountain Parkway Utility Reimbursement Agreement

### **ADJOURN:**

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

Notice is hereby given that:

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

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

**Tentative Minutes  
Redevelopment Agency Meeting  
May 6, 2014**

Elected Officials Present: Mayor Steve Leifson, Councilmembers Rod Dart, Richard Davis, Brandon Gordon, Mike Mendenhall. Absent: Councilmember Keir A. Scoubes.

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; Dale Robinson, Parks & Recreation Director; Kent Clark City Recorder/Finance Director; Steve Adams, Public Safety Director; Pam Jackson, Library Director; John Bowcut, IS Director; Angie Warner, Deputy Recorder.

Citizens Present: Emily Wilson, Megan Johnson, Raychellene Talbot, Joseph Lee, Clark Rowley, Cindy Lee, Chase Jones, Kyson Pulham, Jonathan Nelson, Amparo Sanchez, Brad unknown, Darus Ashton, Alex unknown, Ashley Chidester, Anya Nielson, Shane Bunker, Mark W., Cesar Sanchez, Kyle Clark, Quincy Rogers, Brady Rogers, Lori Warner, Keith Warner, Jesse Brimhall, Jacob Anderson, Zac Peterson, Joshua James, Luke Konchan, Parker Smith, Tyler Mendenhall, Kevin Parker, Ken Peay, Wayne Andersen, Jessica Ivie, Jamie Udell, Stephanie Acerson, Tate Stewart Chester, McKinzie Taylor, Kaylie McGee, Rachel Cannon.

**ADJOURN TO REDEVELOPMENT AGENCY:**

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 8:38 p.m.

**CONSENT ITEMS:**

- a. Minutes of Redevelopment Agency Meeting – February 4, 2014

Board member Davis made a **Motion** to **approve** the consent items.

Board member Gordon **Seconded** and the motion **Passed** all in favor.

**NEW BUSINESS:**

**FY 2015 RDA Budget**

Kent Clark said this budget is similar to last years and there are no changes. Mr. Clark noted that staff is not sure when the projects are going to happen.

Councilman Davis made a **Motion** to **approve** the FY 2015 Tentative RDA Budget.

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

**ADJOURN:**

Board member Davis made a **Motion** to adjourn Redevelopment Agency meeting and reconvene back to City Council meeting.

Board member Gordon **Seconded** and the motion **Passed** all in favor at 8:41 p.m.

ADOPTED:

\_\_\_\_\_  
Angie Warner, Deputy Recorder

## ORDINANCE No. 12-14

### ROLL CALL

VOTING	YES	NO
<b>STEVE LEIFSON</b> Mayor (votes only in case of tie)		
<b>ROD DART</b> City Council member		
<b>RICHARD M. DAVIS</b> City Council member		
<b>BRANDON B. GORDON</b> City Council member		
<b>MIKE MENDENHALL</b> City Council member		
<b>KEIR A. SCUBES</b> City Council member		

I MOVE this ordinance be adopted:

I SECOND the foregoing motion:

## ORDINANCE No. 12-14

### AN ORDINANCE REPEALING REGULATIONS CONCERNING ALL-TERRAIN VEHICLES

WHEREAS, Spanish Fork City has adopted an ordinance regulating the operation of all-terrain vehicles on public streets, as allowed by state law at the time of adoption; and

WHEREAS, the 2014 Utah Legislature, in SB 154, took away local control over the use of all-terrain vehicles on public streets;

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

as follows:

I

Spanish Fork City Municipal Code §10.04.015, Street Legal All-Terrain Vehicles, is hereby repealed.

II.

This ordinance is effective immediately, to comply with state law.

DATED this 3rd day of June 2014.

---

STEVE LEIFSON, Mayor

Attest:

---

KENT R. CLARK, City Recorder