



CITY COUNCIL MEETING

6:00 pm

Tuesday, November 16, 2004

I. PRELIMINARY ACTIVITIES

- A. Pledge of Allegiance
- B. [Agenda Request - Chad McDonald](#) -Easement to Access Property

II. PUBLIC HEARINGS

- 6:30 pm
- A. FY 2005 Budget Revision 1*
 - B. City Donations of Funds, Municipal Services, or Waiver of Fees*

III. STAFF REPORTS

- A. Junior Baker - Legal
 - 1. [Easement Agreement](#) - Wayne and Shirley B. Hurst
 - 2. [Storm Drain Agreement](#) - L.D.S. Church
 - 3. [Lease Agreement](#) - Tracy Livingston -Wind Meteorological Tower
 - 4. [Collection Agreement](#) - E-Partner Net
- B. Richard Heap - Engineering
 - 1. [Aspen Meadows Connector's Agreement](#)
- C. Dale Robinson - Parks and Recreation
 - 1. [Change Order](#) - Spanish Fork Gun Club Storage Shed Project
 - 2. Purchase of Equipment
- D. Emil Pierson - Planning
 - 1. [Amended Spanish Vista Preliminary Plat](#)

IV. OTHER BUSINESS

- A. Council Report on Assignments

V. EXECUTIVE SESSION IF NEEDED - TO BE ANNOUNCED IN MOTION

(*) indicates support information, if any, will follow at the Council meeting.

The public is invited to participate in all Spanish Fork City Council Meetings. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at 798-5000.

Connie Swain

From: Contact [contact@spanishfork.org]
Sent: Wednesday, November 03, 2004 3:13 PM
To: Connie Swain
Subject: FW: UPDATED Request to be on City Council agenda

Seth Perrins
Assistant City Manager
Spanish Fork City
Phone: 801-798-5000 x. 27
Fax: 801-798-5005

-----Original Message-----

From: Chad McDonald [mailto:chmcdona@utah.gov]
Sent: Wednesday, November 03, 2004 11:51 AM
To: contact@spanishfork.org
Subject: UPDATED Request to be on City Council agenda

- Date of meeting requested to attend : November 16, 2004
- Easement to access way south of property
- (see body below for info regarding my request)
- Chad McDonald
-
- Spanish Fork, UT 84660
-

We are constructing a garage and two uncovered parking stalls to accommodate a current duplex that currently exists at the above listed address. We will need to construct a driveway to reach the parking which will be located behind the existing duplex (directly west of the structure). We have a yard on the South side of our property sufficiently wide enough that we could pave it over, however, since this is the property's main front yard doing this would eliminate much of the beauty of the frontage of the property and therefore possibly negatively impact the neighborhood. Such plans are, however, currently approved.

As owners and inhabitants of the property, we are interested in preserving the beauty of our neighborhood as well as our equity value. In an effort to do this we have proposed that the needs for a driveway could be met in an alternate way. Adjacent to our property and parallel to where the currently proposed driveway would be installed, is an access way that runs to the Parks and Recreations ball Park. It is gated at the end of the access, approx. 177' from the street of 820 E., where entrance to the park's parking is located. It is not gated at the street, but has a gate at the end of the access way which has stayed open all year round in the past.

We proposed that being able to access our property for parking from the south side via this access way is the ideal way to meet our goals above in helping to preserve and improve the beauty of our neighborhood. In speaking with our neighbors, and we talked with them all, we have heard nothing but approval and an 'of course, it makes perfect sense' from all. We brought our idea to the DRC and PC and got both approvals and rejection. We will list here only the concerns they mentioned and our

proposed resolutions.

DRC concerns raised about the South access request

1a. No parking along access way

With the parking stalls in the rear of the unit this is not a problem and an easily met request

2a. The current city access way is not up to code being gravel... this might increase liability

We are willing to contribute a portion of what the alternative driveway would have cost toward asphaltting the city's access way, if necessary, to allow us access. Otherwise, we are willing to work out and negotiate other options the city desire.

3a. Future City needs may require future owner to move the drive way, DRC recommended obtaining City Council approval and an easement.

We, too, are concerned with the future needs of the area and have spoken to those who might have the best perspective on this issue; Dale Robinson and Everett Kelepolo of the Recreation Dept. They evoked no real concerns and seemed content with the idea of our having access.

4a. If there is a permanent easement the DRC suggests we install curb and gutter.

We question the real need of this as there exist many access ways in Spanish Fork with permanent easement rights entering onto flag lots and the like that do not require this. Plus the cost would be too much for us to bare to improve City property in this way.

5a. One concern that was not addressed in the DRC but that we wanted to address is whether there would be any increased liabilities the city would be taking on if they were to grant us access.

We have spoken with Junior who has also received a copy of this request and an example easement agreement, and he told us that he believed that the we and the city would be able to agree on an easement agreement which would address the conditions of the city council. He did not have any significantly pressing concerns with the idea after going over the solutions we gave for the concerns brought up by the DRC.

PC (Commissioner Shaw's) concerns raised to our request of access on the South side from City access way.

1b. Traffic becomes heavy during ball games on the access way

We agree that for the few minutes of traffic entering and the few minutes of traffic exiting, about 13 days or so out of the year, the traffic is heavy, but otherwise this concern from our point of view is negligible. Members Robinson and Kelepolo of the recreation Dept and Engineer Richard Heap as well as others, all agreed with us. Being home all day, the majority of the traffic we see are Spanish Fork City maintenance workers; mowing the lawn, etc.

2b. The Fence would block the view of drivers from small children.

Again, we spoke to the City Engineer as well to address this important concern. He informed us that the fence is chain link and therefore not a sight obstruction. there may be plants along the current fence which would be problem, but we are more than happy to remove any and all such obstructions, if

any, per Richard Heap's suggestions and recommendations.

3b. There is no safety egress.

This is incorrect. After speaking with Richard Heap again, the 41 ft wide access way provides for a 10ft safety egress easily if needed. It did not seem to concern him.

4b. The City may wish to sell the property the access way is located on. Mr. Pierson said the PC could not address this issue as the decision would have to come from the Parks and Recreation Dept.

The property is 41 ft at best. Current City code requires a minimum lot width of 50ft and therefore cannot be sold. The only other options for it would be to gate it off and use it strictly for the Recreation Dept.'s park or give it to the school. The Recreation Dept. board members we spoke with including Robinson and Kelepolo found this idea not worth considering as it did not seem in their interest to ever use the land in such a way. They were fine with granting access at the time of our conversations.

As a side note Robinson said he was fine with the idea and referred us to Emil Pierson who in turn seemed fine with it and referred us to City Council.

5. It is not to become a public access way.

We agree we wish no such thing and bring up the issues in our mind again stated in 4a above.

6. Commissioner Robins was concerned about safety and wanted safety findings made prior to approval.

We too are concerned with safety and therefore spoke to the City Engineer as well as a few others. They gave their qualified opinions that it would be of no concern and that the sight triangles existing would be sufficient as long as some plants were removed. We are fine following the Engineers guidelines as mentioned in 2b.

7. The PC could not approve such a request as this is the right of the City Council to determine.

We are approaching the City Council for permission to have access onto their access way on a permanent basis per this suggestion. Attached is an example easement agreement, and only an example. We are willing to use whatever format of an agreement the city council desires.

EASEMENT AGREEMENT

This agreement is entered between Wayne and Shirley B. Hurst (Hurst) and Spanish Fork City (City) for the purpose of constructing a storm drain line through property owned by Hurst.

WHEREAS, Hurst is the owner of property in Spanish Fork, Utah; and

WHEREAS, City is desirous of obtaining an easement through property owned by Hurst for the purpose of constructing and maintaining a storm drain collection system;

THEREFORE, the parties mutually agree to the following terms and conditions:

1. The easement is described as follows:

BEGINNING AT A POINT WHICH IS LOCATED NORTH 1167.55 FEET AND EAST 1968.98 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 42°16'41" WEST 118.93 FEET; THENCE SOUTH 47°43'19" WEST 7.00 FEET; THENCE NORTH 42°16'40" WEST 484.08 FEET; THENCE NORTH 42°16'41" WEST 83.96 FEET; THENCE NORTH 74°45'03" EAST 16.84 FEET; THENCE SOUTH 42°16'41" EAST 76.31 FEET; THENCE SOUTH 42°16'40" EAST 604.91 FEET; THENCE SOUTH 61°06'07" WEST 8.22 FEET TO THE POINT OF BEGINNING.
CONTAINING: 0.22 ACRES

2. City shall cause a storm drain line to be installed through the easement granted herein. The contractor doing the installation shall be required to haul away and dispose of any rubbish, sticks, trash, cement, large rocks, or other similar type of debris which is removed during excavation, and shall cause the excavation to be restored to a condition which existed prior to the excavation.

3. City will not approve a connector's agreement with respect to the storm drain line, and shall allow Hurst to connect to the line at no additional expense other than installation costs, at such time as Hurst desires to develop and has need of the connection.

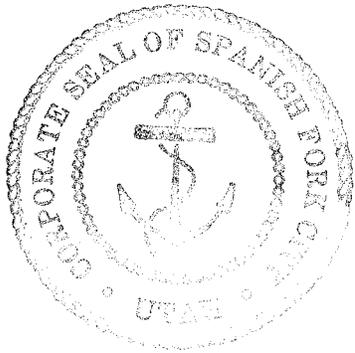
4. City shall pay no sums for the easement, based upon the consideration granted in paragraphs 2 and 3, which the parties acknowledge is good and adequate consideration for this easement.

DATED this 28th day of October, 2004.

SPANISH FORK CITY By:

ATTEST:

Kent R. Clark
KENT R. CLARK, Recorder



Dale R. Barney
DALE R. BARNEY, Mayor

Shirley B. Hurst
SHIRLEY B. HURST

Wayne Hurst
WAYNE HURST

**STORM DRAIN AGREEMENT
SPANISH FORK SOUTH STAKE LDS CHURCH
SPANISH FORK CITY, UTAH**

This Storm Drain Agreement is entered into as of this _____ day of November, 2004, by and among The Church of Jesus Christ of Latter-day Saints (LDS) as developer of certain real property located in Spanish Fork City, Utah, on which it proposes the development of a church, and the City of Spanish Fork, a municipality and political subdivision of the State of Utah, by and through its City Council (City).

RECITALS:

A. City has authorized the negotiation and adoption of storm drain agreements under appropriate circumstances where the proposed development contains outstanding features which advance the policies, goals and objectives of the Spanish Fork City Comprehensive General Plan, preserves and maintains the atmosphere desired by the citizens of the City, and contributes to capital improvements which substantially benefit the City.

B. City, acting pursuant to its authority under Utah Code Ann. §10-9-101, et seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed Church, and, in the exercise of its legislative discretion, has elected to approve this Storm Drain Agreement.

Now, therefore, in consideration of the mutual covenants, conditions, and considerations as more fully set forth below, LDS and Spanish Fork City hereby agree as follows:

1. **Developer Contributions and Construction Obligation for Storm Drain Improvements.**

All storm drain improvements and easements from the church located at 99 North 920 West to the existing storm drain system at 100 South Street have been installed by City. These improvements were the obligation of LDS in order to construct the aforementioned church. The improvements consist of installing a new storm drain line in accordance with City plans from the property to 100 South Street by installing the line along the I-15 right-of-way proceeding Southwesterly along I-15 to 100 South Street. The cost of the project, less sums due the church as credits, shall be reimbursed to LDS through collection of storm drain impact fees collected in the West fields drainage area by the City. The reimbursable amount is \$104,509.18. See Exhibit "A," attached hereto and incorporated herein by this reference. The parties recognize that the City has other requirements for storm drain impact fees. Accordingly, for all storm drain impact fees collected on building permits within the West fields drainage area within Spanish Fork City, LDS will receive 25.42% of the amount of the impact fee to offset the costs of the improvements identified herein, until the cost of the storm drain line is reimbursed. Reimbursement payments shall be made thirty days after the end of each quarter.

2. **Agreement if Impact Fees repealed or modified.**

The parties understand that the City's sole obligation to LDS for reimbursement of the storm drain line, as described above, is through the collection of impact fees. Should legislation be enacted which repeals or modifies the collection of impact fees, and LDS chooses to, in anyway, challenge those changes, LDS will do so at its own cost, agreeing to defend and indemnify the City for any costs of defense the City may be exposed to from the LDS challenge.

If a third party challenges the City's right, under this contract, to continue to collect impact fees to pay for the costs of the storm drain line, LDS agrees to indemnify and defend the City in any such action. LDS may relieve itself from such obligation by notifying the City, in writing, it need not collect impact fees pursuant to this agreement. The City agrees to act in good faith to cooperate with LDS in any reasonable adjustment or amendment of the above agreement to coincide with any new legislation, whether the adjustment or amendment includes the enforcement of this agreement, other connector's agreements, proposing special improvement districts, etc., with the understanding that any associated costs for these adjustments or amendments would be paid by LDS. Additionally, LDS shall receive similar amounts as stipulated in this agreement should impact fees be repealed and substituted with other fees, which fees are assessed only against new growth.

3. Reserved Legislative Powers

Nothing in this Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement.

4. Subdivision Plat Approval and Compliance with Spanish Fork City Design and Construction Standards.

LDS expressly acknowledges and agrees that nothing in this agreement shall be deemed to relieve LDS from the obligation to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats and site plans for the church, including the payment of impact and other fees and to act in compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of City, including but not limited to, the

Subdivision Ordinance and Design and Construction Standards, in effect at the time of any construction. LDS acknowledges the storm drain line will be bonded for, pursuant to City ordinances for subdivision offsite improvements.

5. Assignability

This agreement is assignable with the consent of the City and with the City's approval of the assignees, which consent shall not be unreasonably withheld.

6. No Joint Venture, Partnership or Third Party Rights.

This Storm Drain Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

7. Integration

This Storm Drain Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

8. Attorney's Fees

If this agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney's fees and all costs of enforcement of the non-breaching party.

The Church of Jesus Christ of Latter-day Saints by:

Dated: _____

SPANISH FORK CITY by:

Dated: _____

DALE R. BARNEY, Mayor

ATTEST:

KENT CLARK
Spanish Fork City Recorder

LEASE AGREEMENT

THIS LEASE AGREEMENT (Lease) dated as of November 16, 2004, is between Wasatch Wind, LLC, (Lessee) whose address is 357 W. 910 S. Heber City, Utah and Spanish Fork City, (Lessor) whose address is 40 South Main Spanish Fork, Utah 84660.

The parties hereto agree as follows:

1. Premises. Lessor owns the real property legally described in Exhibit "A" commonly known as the Olsen Well Property. Subject to the following terms and conditions, Lessor leases to Lessee that property (Property), including any applicable easements for access and utilities.

2. Use. The Premises may be used by Lessee for the construction of a tower to test wind velocities for potential electric wind turbines. Lessee is responsible for all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Property. This Lease is limited to testing and wind turbines may be erected without a new lease agreement.

3. Condition Precedent. This Lease is conditioned upon Lessee, or Lessee's assigns, obtaining all governmental permits and approvals enabling Lessee, or its assigns, to construct and operate the test tower on the Property.

4. Term. The term of this Lease (Term) shall be twelve (12) months commencing on the 16th day of November, 2004. Lessee shall have the option to extend the Lease an additional twelve (12) months, by giving notice to Lessor at least ninety (90) days prior to the expiration of the initial Term.

5. Rent. Upon the execution of this Lease, Lessee shall pay Lessor, as rent, the sum of Five Hundred dollars (\$500) for the Term. If Lessee exercises its option, rent for the next year, in the same amount, shall be due on or before November 16, 2005.

6. Improvements; Access.

(a) Lessee shall maintain all access upon the Property. If Lessee causes any damage, it shall promptly repair same.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Property to meet Lessee's needs. Subject to Lessor's approval of the location, which approval shall not be unreasonably withheld, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Property in order to service the Property and Lessee's Facilities.

(c) Lessee shall fully and promptly pay for all utilities furnished to the Property for the use, operation and maintenance of Lessee's Facilities.

(d) Lessee shall remove all its Facilities, at its sole expense, at the expiration of the Term or any Renewal Term. Lessee shall repair any damage to the Property caused by such removal and shall return the Property to the condition which existed on the Commencement Date, reasonable wear and tear excepted.

7. Interference with Well. Lessee's Facilities shall not disturb Lessor's use of the well located on Lessor's property adjacent to the Property, nor cause any disruption to the flows, nor damage, in any manner, Lessor's well.

8. Taxes. Lessee shall pay personal property taxes assessed against Lessee's Facilities, when due.

9. Insurance. Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of \$5,000,000.00 per occurrence, (2) Workers Compensation as required by law, and (3) Employer's Liability with limits of \$1,000,000.00 per occurrence.

10. Assignment. Lessee may assign this Lease with the consent of Lessor, which consent shall not be unreasonably withheld.

11. Title and Quiet Enjoyment. Lessor warrants that it has full right, power, and authority to execute this Lease; Lessor further warrants that Lessee shall have quiet enjoyment of the Property during the Term of this Lease or any Renewal Term.

12. Environmental. Lessor represents that the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes. In addition, Lessor represents that no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels or underground storage tanks are located on the Property.

13. Miscellaneous.

(a) If any provision of the Lease is ruled invalid or unenforceable, the remainder of this Lease shall be severable from the invalid portion, and each remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(b) This Lease shall be binding on and inure to the benefit of the successors and assignees of the respective parties.

(c) Any notice or demand required to be given herein shall be made by certified mail, return receipt requested, or reliable overnight mail to the address of the respective parties set forth below:

Lessor: Spanish Fork City
40 North Main
Spanish Fork, Utah 84660

Attn: David Oyler

Lessee: Wasatch Wind, LLC
357 W. 910 S.
Heber City, Utah 84032
Attention: Tracy Livingston

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

(d) This Lease shall be governed under the laws of the State of Utah.

(e) The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees, expert witness fees, and court costs, including appeals, if any.

(f) This Lease constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

SPANISH FORK CITY by:

DALE R. BARNEY, Mayor

ATTEST:

KENT R. CLARK, Recorder

WASATCH WIND, LLC by:

TRACY LIVINGSTON, Manager

EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Lessor's Property of which Premises are a part is legally described as follows:



CLIENT: _____
 ADDRESS: _____
 CITY: _____ STATE: _____
 ZIP: _____
 CONTACT: _____
 PHONE: _____ FAX: _____
 TYPE OF BUSINESS: _____
 VERIFICATION: _____

COLLECTION AGREEMENT

This agreement is made and entered into on _____ between E Partner Net, hereafter referred to as EPN and
****SPANISH FORK CITY****
 _____ hereafter referred to as Client.

ASSIGNMENT OF CLAIMS & COLLECTION COMMISSIONS

EPN will attempt collection of accounts assigned by the Clients through our attorney network as acknowledged by EPN. Any accompanying documents shall become property of EPN. The commission schedule shall read as follows:

35% On all regular accounts 50% On all skipped accounts 50% On all accounts with legal action

***No legal action will be initiated without signed approval from client.**

Client warrants and represents that claims assigned to EPN hereunder are not, at the time of such assignment and will not hereafter be assigned to any other party for collection, so long as this agreement is in effect. To the best of Client's knowledge assignments have not been discharged in Bankruptcy.

Client gives EPN the authority to settle accounts at 80% of the principal balance. This will be handled on a case by case basis. All legal fees will be advanced by EPN. Client will not be billed for court costs and attorney fees unless account is withdrawn or settled by Client after suit has been initiated. All attorney fees collected will be retained by attorney.

PAYMENTS & REMITTANCE

EPN shall retain all interest charges and collection costs added by same to help offset collection costs. Client agrees that all collection costs placed on the debtor's balance must first have the approval of EPN. All interest placed on the debtor's balance will be from date of acknowledgment. On accounts where judgment has been granted by the court, EPN will be entitled to recover all court costs advanced first, and any attorney fees at the discretion of EPN. It is understood that there will be cases where the attorney fees are covered before the principle amount is collected in full.

Client agrees to notify EPN of any payments received by Client on assigned accounts within 48 hours of receipt as to comply with the Fair Debt Collection Practices Act (FDCPA). Monies collected minus EPN's fees will be remitted by the 15th of each month following collection. If EPN has remitted payment to Client and the Debtor's check is returned unpaid, Client agrees to reimburse EPN the amount paid.

CANCELLATION

In the event that litigation is initiated, all fees and costs will be paid by EPN. Client will not be billed for fees and costs unless the account is withdrawn or settled by Client after litigation has been initiated. Client will be billed 25% of the total balance owed including interest on cancelled accounts.

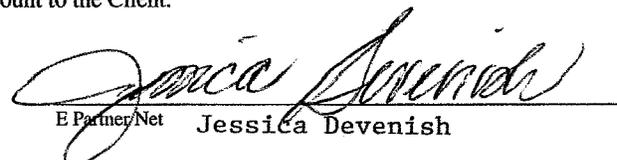
This agreement shall become effective upon acceptance by EPN and shall continue in full force for a term of three (3) years there from. Thereafter, the Agreement will automatically renew for additional three-year periods unless terminated by any party upon thirty (30) days written notice prior to the end of any term. Unless action has been initiated or reasonable payment arrangements have been made on an account. Accounts will be canceled back to Client at no charge.

INDEMNITY-DEFAULT

Client agrees to indemnify and hold EPN harmless from and against any liability arising from errors, omissions, or unlawful actions by the Client or Client's employees. EPN agrees to indemnify and hold Client harmless from and against any liability arising from errors, omissions, or unlawful acts by EPN or EPN employees.

FOR VALUABLE CONSIDERATION, the undersigned does hereby sell, transfer, assign and set over unto EPN claims, and demands against all debtors assigned together with all rights title and interest herein and the demand represented thereby, and all rights of action accrued or to accrue thereon; and hereby grants unto said assigned, full power to sue for, collect, reassign, or in any other manner enforce collection hereof, in its' own name. The courts cost and/or legal fees which will be borne by EPN in this matter relate only to their lawsuit against the Defendant as it relates to the debt assigned to EPN for collection. The possibility exists in every lawsuit filed that the Defendant may choose to bring a third-party action against the assignor directly for breach of contract, negligence or other wrong doing which Defendant feels has been committed by the assignor. If such separate actions are brought against Client by Defendant, EPN will not be responsible for defending such actions or for legal fees related thereto or for damages awarded by a court pursuant thereto, and the Client will hold EPN harmless therefrom. Also, EPN reserves the right to dismiss any legal action commenced in pursuit of Client's claim against a Defendant if EPN deems it to be in the best interest of EPN or in the interest of equity and justice to dismiss the same after a lawsuit has begun and to return said account to the Client.

Client _____ Title _____


 E Partner/Net Jessica Devenish

CONNECTORS AGREEMENT

This connectors agreement made this _____ day of November, 2004, by and between Spanish Fork City (City), and John Smiley and Bruce Hall (Smiley).

WHEREAS, Smiley is developing real property located on the bench of Spanish Fork; and

WHEREAS, Smiley has installed improvements in 1700 East Street from approximately 1500 South to approximately 1800 South which potentially benefits other property; and

WHEREAS, Smiley, at its expense, has installed 1,320 feet of twelve inch water line, in order to develop its property; and

WHEREAS, the cost of the water line is \$40,050.00; and

WHEREAS, Smiley, at his expense, has installed 1,320 feet of eight inch sewer line in order to develop his property; and

WHEREAS, the cost of the sewer line is \$55,140.00; and

WHEREAS, Smiley, at his expense, has installed 1,320 feet of storm drain line in order to develop his property; and

WHEREAS, the cost of the storm drain line is \$32,280.00; and

WHEREAS, Smiley, at his expense, has installed 1,320 feet of ten inch pressure irrigation water line in order to develop his property; and

WHEREAS, the cost of the pressure irrigation water line is \$16,920.00; and

WHEREAS, Smiley, at his expense, has installed ten feet of asphalt in the roadway for 1,320 feet, which ten feet is over the half way point of the roadway width; and

WHEREAS, the cost of the ten feet of asphalt is \$23,100.00; and

WHEREAS, the City has determined that it is just and proper that if the owners of the properties fronting these identified improvements, develop within ten years from the date of September, 2003, that Smiley should be reimbursed the pro-rata share of the cost of the improvements;

NOW THEREFORE, in consideration of the payment of \$10.00 by Smiley to City, City agrees:

1. That it will require the payment of the pro-rata cost of the improvements defined herein as a condition of permitting the owners of property fronting the improvements to connect into the lines or otherwise use the improvements described herein.

2. That the amount to connect to the water line is \$15.17 per front foot of property developed.

3. That the amount to connect to the sewer line is \$20.89 per front foot of property developed.

4. That the amount to connect to the storm drain line is \$12.23 per front foot of property developed.

5. That the amount to connect to the pressure irrigation water line is \$6.41 per front foot of property developed.

6. That the amount to develop with frontage on the asphalt road is \$17.50 per front foot of property developed.

7. That payment of the sums mentioned in the preceding paragraphs shall be without interest.

8. That if connections are made after ten years from the date of installation, there shall be no payments made as a precondition of connections.

9. That upon receipt of such sum (if said sum is ever paid to the City,) City agrees to remit said sum to Smiley or his assignee.

10. The parties agree that City has the right to determine and apportion the cost for connection.

11. Smiley shall be responsible to inform the City to assess the connection fee if it notices the intent, need, or attempt to connect to the line.

12. City shall not be liable to Smiley for failure to collect the fee(s) required by this agreement, unless the failure to collect is due solely to intentional misconduct.

DATED this _____ day of November, 2004.

SPANISH FORK CITY by:

DALE R. BARNEY, Mayor

Attest:

KENT CLARK, City Recorder



JOHN SMILEY

BRUCE HALL



MEMO
SPANISH FORK CITY
PARKS & RECREATION
DEPARTMENT

DATE: October 26, 2004

TO: Mayor Barney and City Council

FROM: Dale Robinson, Parks and Recreation Director

RE: Change Order #1
Spanish Fork Gun Club Storage Shed Project

This project is to construct a storage shed in between the gun club and the reservoir. The original bid called for an unpainted galvalume roof. We requested a cost to paint this roof so that it better matches the color of the existing restroom facility at the site. The cost to do this would be \$460.08.

Spanish Fork City

Contract Change Order

Change Order Number: **1**

Contract for	Gun Club Shed 2004 Project
Owner	Spanish Fork City
To	Fish Construction

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
1. CHANGE ROOF TO A PAINTED ROOF.		\$ 460.08
TOTALS :	\$ -	\$ 460.08
NET CHANGE IN CONTRACT PRICE :	\$ -	\$ 460.08

JUSTIFICATION

See attached Exhibit "A"

The amount of the contract will be increased by the sum of :	<u>FOUR HUNDRED AND SIXTY AND 08/100</u>
	Dollars \$ 460.08
The contract total including this and previous change orders will be :	<u>TWENTY SIX THOUSAND, FORTY AND 08/100</u>
	Dollars \$ 26,040.08

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

Requested: _____ (Owner)	Date: _____
Recommended: _____ (Owner's Architect/Engineer)	Date: _____
Accepted: _____ (Contractor)	Date: _____

SPANISH FORK CITY COUNCIL STAFF REPORT



To:	City Council	Zoning:	R-1-9
From:	Emil Pierson, City Planner	Property Size:	38.896 acres
Date:	November 16, 2004	# Lots/Units:	141
Subject:	Amended Spanish Vista Preliminary Plat	Units/Acre	
Location:	1700 East Canyon Road		

Background

The applicant(s), DRD, L.C. (Dave Tolman), is requesting to Amend the Spanish Vista preliminary plat in order to develop: 139 single family homes, 1 existing home, and the school site.

The original subdivision approval by the City Council was January 20, 2004 as part of the Spanish Vista Preliminary Plat. The total project was 320 units/lots which consisted of 218 single family homes, 99 town homes, an elementary school site, a church site, and 2 existing homes.

The property is currently zoned R-1-9 and is shown in the General Plan as two different land use densities. The northern section is Residential 3.5 to 5 units per acre and the southern section is Residential 2.5 to 3.5 u/a.

To the north is Canyon Road and large undeveloped parcels with animal rights and a LDS Church. On the east is some large lots in the Towne and Country Living subdivision zoned R-1-30. To the south is the Abbie Court subdivision. West is the remaining Spanish Vista subdivision under construction zoned R-1-9.

Analysis

The developer is requesting to remove the townhomes from the project and only construct single family lots that range in size from 5,000 to 11,000 square feet. The project will need to meet the same requirements as when approved except the requirement that now do not apply to the project. (*Attached is the Approved City Council Minutes*) – Condition #25 no longer applies.

Development Review Committee

The DRC reviewed this request at their November 3rd meeting. Discussion took place pertaining to the overall density and the chart (see attached). Active Recreation was recommended to go from 4% to 1% because of the removal of the trail and tot lot around the townhomes. The character of the proposed homes will be 100% stucco and larger homes. The Development Review Committee recommended approval subject to the following conditions:

1. The project meet all of the original Spanish Vista conditions approved by the City

Council,

2. Humphreys home meets the fence ordinance, if home faces south, 6 foot fence extended along Canyon Road,
3. All unused driveways accessing Canyon Road are to be eliminated; removing and re-vegetated the area to match existing.
4. The amenities chart pertaining to the density change from four percent to one percent on active recreation.
5. Meet the draft construction and development standards for American's with Disability Act ramps and utility conduits.

Planning Commission

The Planning Commission heard the petition request on November 3rd and they discussed the home designs, density chart, the existing Humphries home, road system and the wall location. They recommended approval subject to the following conditions:

1. The project meet all of the original Spanish Vista conditions approved by the City Council,
2. Humphreys home meets the fence ordinance, if home faces south, 6 foot fence extended along Canyon Road,
- 3 All unused driveways accessing Canyon Road are to be eliminated; removing and re-vegetated the area to match existing.
- 4 The amenities chart pertaining to the density change from four percent to one percent on active recreation.
5. Meet the draft construction and development standards for American's with Disability Act ramps and utility conduits.

RECOMMENDATION

Approve

Make a motion to Approve the Amended Spanish Vista Preliminary Plat located at 1700 East Canyon Road subject to the following condition(s):

1. The project fulfill all of the original Spanish Vista conditions approved by the City Council (except condition 25),
2. Humphreys home meets the fence ordinance, if home faces south, 6 foot fence extended along Canyon Road,
- 3 All unused driveways accessing Canyon Road are to be eliminated; removing and re-vegetated the area to match existing.
- 4 The amenities chart pertaining to the density change from four percent to one percent on active recreation.
5. Meet the draft construction and development standards for American's with Disability Act ramps and utility conduits.

Deny

Make a motion to Deny Spanish Vista Preliminary Plat located at 1700 East Canyon Road

for the follow reason(s):

Table

Make a motion to Table Spanish Vista Preliminary Plat located at 1700 East Canyon Road
for the following reason(s):

Project Name:	Spanish Vista	
Acres	25.4	
Low End Density	2.5 U/A	63.5 Units
High End Density	3.5 U/A	88.9 Units
Acres	53.1	
Low End Density	3.5 U/A	185.85 Units
High End Density	5 U/A	265.5 Units
Total Acres Project	78.5	
Total Density Low		249.4 Units
Total Density High		354.4 Units
U/A	3.96	

Density Bonus	Percent Allowed	Percent Given	2.5-3.5 Units	Total Units	3.5-5 Units	Total Units	Running Total
Active recreation	10%	1.00%	0.64	64	1.86	188	252
Common buildings	10%	0.00%	0.00	64	0.00	188	252
Fencing	5%	3.00%	1.92	66	5.63	193	259
Front setback variation	3%	1.00%	0.66	67	1.93	195	262
Garage - three car	3%	0.00%	0.00	67	0.00	195	262
Garage - setback	3%	0.00%	0.00	67	0.00	195	262
Open space	5%	0.00%	0.00	67	0.00	195	262
Landscaping	7%	7.00%	4.67	71	13.67	209	280
Lot size variation	3%	3.00%	2.14	74	6.27	215	289
Materials on front façade	5%	0.00%	0.00	74	0.00	215	289
Mixture of housing types	5%	5.00%	3.68	77	10.76	226	303
Off-setting lots	3%	1.00%	0.77	78	2.26	228	306
Roof pitch start 5/12	3%	1.00%	0.78	79	2.28	231	309
Home sizes	7%	0.50%	0.39	79	1.15	232	311
Miscellaneous	7%	0.00%	0.00	79	0.00	232	311
Total Units				311			

Approved CC 1/20/2004



1 Inch equals 469 Feet

Legend

Roads

Not Paved

Paved

Rivers

Buildings

Property Lines

Spanish Fork Boundary

Spanish Vista_4thVersion

Layer

Lot Lines

Roads

School Property

Town Homes

9/29/2004



Geographic Information Systems

Spanish Fork City GIS

40 South Main Street

Spanish Fork, UT 84660

(801) 798-5000

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Proposed Amended Prelim.

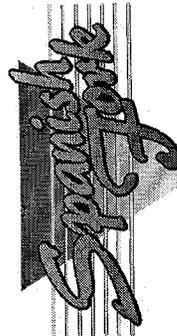


1 Inch equals 469 Feet

Legend

- Roads
 - Not Paved
 - Paved
 - Rivers
- Buildings
- Property Lines
- Spanish Fork Boundary
- SpanishVista2_Version

9/29/2004



Geographic Information Systems

Spanish Fork City GIS
40 South Main Street
Spanish Fork, UT 84660
(801) 798-5000

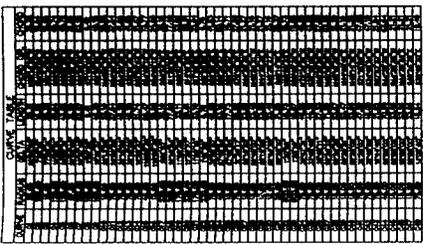
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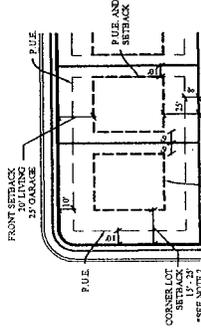
DESIGN BY:	VEH
DRAWN BY:	LWG
CHECKED BY:	NVA
DATE:	N/A

OWNER: DRD, L.C.
PHASE 1
SPANISH VISTA EAST

SHEET NUMBER	03
PROJECT	6187 SPANISH VISTA 2
DATE	10/27/04
PRELIMINARY/DWG	NO
SCALE	1" = 60'

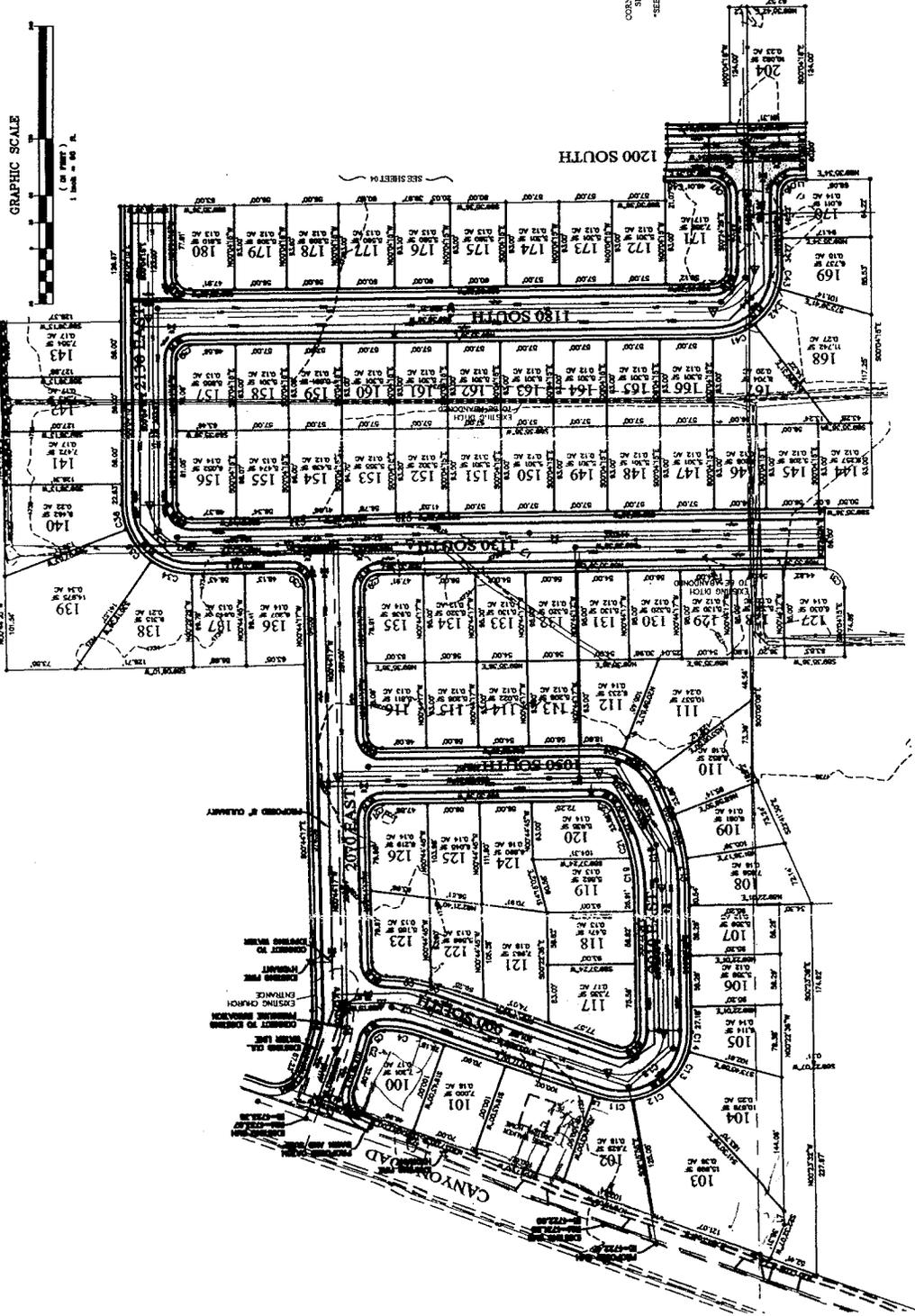
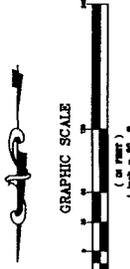


LINE	TABLE	REMARKS
1	1	FRONT YARD SETBACK
2	2	REAR YARD SETBACK
3	3	SIDE YARD SETBACK
4	4	FRONT LOT SETBACK
5	5	REAR LOT SETBACK
6	6	SIDE LOT SETBACK
7	7	CORNER LOT SETBACK



- LOT TYPICAL NOTES:**
- 10' FRONT YARD P.U.E.
 - 10' SIDE SETBACK AND P.U.E. (ONE SIDE ONLY)
 - 5' SIDE SETBACK (ONE SIDE ONLY)
 - 25' REAR YARD SETBACK
 - 5' REAR YARD P.U.E. TO LIVING, 25' FRONT SETBACK TO GARAGE
 - CORNER LOT SETBACK 15' AS PER R-1.9 ZONE SETBACK STANDARDS

OWNER/DEVELOPER:
DRD, L.C.
1081 BIRDIE CIRCLE
NORTH SALT LAKE 84054
801-296-9821



NOTE:
REFER TO SOILS REPORT FOR FOUNDATION REQUIREMENTS.
ALL ON-SITE IRRIGATION DITCHES TO BE ABANDONED.

