



## **CITY COUNCIL MEETING**

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on January 2, 2007**.

### AGENDA ITEMS:

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

- a. Pledge

#### **2. PUBLIC COMMENTS:**

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

#### **3. COUNCIL COMMENTS:**

#### **4. CONSENT ITEMS:**

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

- a. [Minutes of Spanish Fork City Council Meeting – December 5, 2006](#)

#### **5. NEW BUSINESS:**

- a. Council Appointments
- b. Citizen Request for Access From City Property (Chad McDonald)
- c. [Ratification of Western Oasis Property Purchase Contract](#)
- d. [Ratification of Thomas Family Property Purchase Contract](#)
- e. [Golf Rate Adjustments](#)

#### **6. OLD BUSINESS**

- a. [Academy Park Zone Change Request](#)
- b. [Academy Park North Preliminary Plat Approval](#)
- c. [Academy Park South Preliminary Plat Approval](#)

#### **7. OTHER BUSINESS:**

- a. Budget Revision Work Session
- b. Executive Session If Needed – To be Announced in the Motion

### ADJOURN:

Notice is hereby given that:

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

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

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**Tentative Minutes  
City Council Meeting  
December 5, 2006**

Elected Officials Present: Mayor Joe L Thomas, Councilmember's G. Wayne Andersen, Mathew D. Barber, Seth V. Sorensen, Steven M. Leifson, Chris C. Wadsworth

Staff Present: Seth Perrins, Assistant City Manager; Dave Oyler, City Manager; Dale Robinson, Parks and Recreation Director; Dave Anderson, City Planner; Junior Baker, City Attorney; Kent Clark, Finance Director; Richard Heap, Public Works Director; John Bowcut, SFCN; Kimberly Robinson, Deputy Recorder

Citizens Present: Randy Wilkinson, Chad Wilkinson, Angel Wolfe, Hannah Felter, Sydney Renner, Terri Renner, Ken Wilkins, Brent Jones, Jonna Lewis, Harley McNeil, McKay Lewis, Carson Oates, Jesse Stoneman, Doug Bennion, Raelynn Smith, Samantha Ford, Cord Olsen, Jeff Robbins, Scott Carson, Pat Parkinson, Angie Perkins, Chris Grow, Bart Bogess, Dan Ford

**CALL TO ORDER, PLEDGE**

Mayor Thomas called the meeting to order at 6:05 p.m. and led in the pledge of allegiance.

**PUBLIC COMMENTS:**

Scott Carson

Mr. Carson is an administrator at the Junior High School. He asked for clarification on the North Park Development area, regarding the presentation given last week. He feels the message sent at the last meeting if they do not trade North Park we stand to lose valuable tax dollars in this community. In talking to other people the development is already in the works, whether north park is there or not. There were discussions to develop north park where it is. He wants clarification on whether we have development in the works and the development will move forward.

Mayor Thomas stated that if we don't trade that park we will lose on tax dollars, we will also lose stores that we shop at. There are many companies that are looking in this area to come. He feels they will not come if this is not reconfigured.

Mr. Carson asked why there is not more public input on this topic.

Councilman Leifson stated he did not think the development would come without reconfiguring the park.

Councilman Sorensen said on both sides of the park the property is zoned commercially. Someday it would eventually be developed commercially. The other issue is the park and do they leave it in its present configuration or change it. When developments come there

47 are other retailers that do come with them and in leaving the park where it is that would  
48 not be able to happen.  
49  
50 Mayor Thomas said if the question is would this development come if the park was left in  
51 its present configuration, no they would not.  
52  
53 Councilman Andersen stated that the comment made before this was made public was  
54 that they would like to have that area upgraded.  
55  
56 Mr. Carson said he feels it is a widespread concern about the loss of green space.  
57  
58 Mayor Thomas said there has been positive feedback for the most part on this project.  
59  
60 Mr. Carson said the only option he sees is to leave the park where it is at.  
61  
62 Mayor Thomas stated that the reason this has not been made public until the land was  
63 ready.  
64  
65 Mr. Anderson stated they have talked about having another meeting Tuesday at 6:00 for  
66 the purpose of gathering input.  
67  
68 Mr. Lewis said that he feels this proposal is great.  
69  
70 Pat Parkinson  
71 Ms. Parkinson feels that putting a park in an industrial area is not a good idea.  
72  
73 Mayor Thomas said that the 65 plus acres would be a positive option to benefit everyone  
74 that travel there.  
75  
76 Mr. Oyler stated the property immediately east of the 65 acres is general planned as  
77 residential.  
78  
79 Chris Besinger  
80 Mr. Besinger recognizes that the good of the many outweighs the good of the one but it is  
81 the Council's responsibility, life will change for them and they would like some buffer  
82 for their needs between the commercial development.  
83  
84 Angie Perkins  
85 Ms. Perkins asked about the rumor of the city buying the charter school.  
86 Councilman Sorensen explained that the opportunity came for the state of Utah (the  
87 Charter School) to be purchased by the owners, the group needed someone to sponsor the  
88 bond. Normally the County would sponsor it. The bond was taken out and paid for by the  
89 school group, the city is not at risk. The city is just a name on a paper they are not  
90 responsible to make the payments.  
91

92 Mayor Thomas explained that the opportunity came for the Charter School to buy the  
93 property.

94  
95 Discussion was made regarding the location of the parks.

96  
97 **COUNCIL COMMENTS:**

98  
99 Councilman Leifson reported the Recreation Board met Monday and presented names  
100 they would like appointed to the board.

101  
102 Councilman Barber reported if anyone is interested in serving on boards they contact the  
103 Council. The next Council meeting will have some rate discussions and proposals from  
104 the Golf Committee.

105  
106 Councilman Andersen reported they had a successful time in securing the Fiesta Days  
107 Rodeo and have signed contracts with bull fighters, clowns, etc.

108  
109 Councilman Wadsworth reported the trails committee meeting was held and they are  
110 excited about moving forward with it.

111  
112 Mayor Thomas reported the senior's bus is moving forward.

113  
114 **CONSENT ITEMS:**

115  
116 Minutes of Spanish Fork City Council Meeting – November 7, 2006  
117 UDOT 400 North Contract  
118 Questar Gas Supplemental Easement Agreement  
119 Amended Exhibits to Wind Energy Ground Lease  
120 Sky Properties Property Exchange Agreement

121  
122 Councilman Sorensen made a **motion** to approve the consent items. Councilman  
123 Andersen **seconded** and the motion **passed** all in favor.

124  
125 **NEW BUSINESS:**

126  
127 **SUVMWA Regional Wastewater Treatment Facility**

128 Councilman Andersen said the south county mayors have organized a group called the  
129 South Utah Valley Water Users Association they are responsible to do some studies. This  
130 resolution asks that we as Spanish Fork support the SUVMWA group in pursuing this. If  
131 we do not address it as a group the cities will have to handle it on their own and the costs  
132 would be astronomical. Councilman Andersen also said there are grant opportunities that  
133 can be obtained, they will have a lot more opportunity to achieve grants if they are united  
134 as a group. One of the big concerns is the level of phosphates being allowed back into  
135 Utah Lake, none of the cities treatment facilities can handle the requirement.

136

137 Mayor Thomas complimented Dennis Sorensen that runs the wastewater treatment  
138 facility.  
139  
140 Councilman Sorensen made a **motion** to adopt resolution #06\_19, a Spanish Fork City  
141 Resolution Supporting and Encouraging a Regional Wastewater Treatment Plant.  
142 Councilman Andersen **seconded** and the motion **passed** with a roll call vote all in favor.  
143  
144 Mayor Thomas noted the shop with a cop program will be this Saturday at 6:00 a.m. and  
145 he wants to ask that all citizens smile and recognize that this is a good cause. They  
146 apologize for the noise so early in the morning.  
147

#### 148 **River Reclamation Trail Project**

149  
150 Cody Stewart

151 Mr. Stewart met with Councilman Wadsworth last week and is here to bring updates on  
152 what is happening in Washington D.C. There was a change in congress with the past  
153 election, there will be changes in funding and there might be additional opportunities for  
154 Spanish Fork that could arise. The funding schedule has been thrown askew. Their firm  
155 has helped a number of cities and counties of similar size and they have a good working  
156 relationship. They also have some good Utah ties. Those communities that want to have  
157 the funds they need the best representation in order to acquire them.  
158

159 Councilman Wadsworth asked if there are other funds that the city is not aware, they can  
160 help acquire funds for.

161  
162 Mr. Stewart said the funds are being spread thinner the more communities apply for these  
163 funds.  
164

#### 165 **Accessory Buildings Setbacks**

166 Mr. Anderson explained the main standards the city has in place at this time. Setback  
167 requirements have come about for two main reasons. The building code defines how  
168 structures need to be constructed on property lines, for the properties protection. The  
169 other reason for the standard is aesthetic. This standard has varied from community to  
170 community and has changed over the years in Spanish Fork. He believes the current  
171 standard is appropriate. The suggested change he would offer has to do with buildings  
172 under 200 square feet and less than 10 feet in height. He suggests for structures that are  
173 less than 200 square feet and ten feet in height there be a zero setback allowance. He feels  
174 structures larger than that should not be changed.  
175

176 Councilman Sorensen asked if they need to define swimming pool setback requirements.  
177

178 The Council is in agreement that buildings under 200 square feet and less than 10 feet in  
179 height be allowed a zero property line setback.  
180

181 Councilman Leifson made a **motion** to direct Mr. Anderson to research options on  
182 setbacks for pool structures and to research structures less than 200 square feet and 10

183 feet in height have a zero setback. Councilman Barber noted that the enforcement will  
184 need to be uniform throughout the city and he **seconded** the motion. The motion **passed**  
185 all in favor.

186  
187 Mr. Anderson said there is a problem with code enforcement in the city, and there is a  
188 tremendous task that will need to be addressed.

189  
190 Councilman Leifson commented that the standards have changed and there are structures  
191 that have been grandfathered in.

192  
193 Mayor Thomas asked staff to look into an option for citizens to see if building permits  
194 have been issued.

195  
196 Councilman Andersen said he has a hard time when someone ignores the rules and does  
197 their own thing. He feels enforcement needs to be taken care of.

198  
199 Mr. Jones is the shed owner, he acknowledged that he made mistakes while building, but  
200 feels he did not do anything in blatant disregard for the rules. He feels he was not aware  
201 of the rules required of him to build his shed.

202  
203 Councilman Wadsworth appreciates Mr. Jones working with the city staff to take care of  
204 this issue.

205  
206 Mr. Wilkins lives next door to Mr. Jones and doesn't believe that Mr. Jones didn't know  
207 he needed to get a permit from the city to build.

208  
209 **Discussion Spanish Fork Joining Corporate Alliance**

210 Mayor Thomas stated there are opportunities for Spanish Fork to do commercial  
211 development. He would like to have a membership with Corporate Alliance, Provo cities  
212 feedback has been positive they own 5 memberships. [www.thehub.com](http://www.thehub.com) is the website,  
213 they offer information and they are all about building relationships. They are trying to  
214 reach out to government.

215  
216 Councilman Barber recommended the Council research the information.

217  
218 **EXECUTIVE SESSION:**

219  
220 Councilman Sorensen made a **motion** to adjourn to executive session to discuss Land and  
221 Personnel Issues. Councilman Wadsworth **seconded** and the motion **passed** all in favor at  
222 7:50 p.m.

223  
224 **OTHER BUSINESS:**

225  
226 Attend: Paul Bradford, Dave Lewis, Del Robins, Mike Christianson,

227  
228 **Growth Discussion with the Planning Commission**

229 The meeting was called back to order at 8:30 p.m. Mr. Anderson gave a status report  
230 since the last meeting and outlined the goal for the meeting.  
231  
232 The Culinary water has a capacity of a population of 50,000 which is not as hard a point  
233 as the sewer.  
234  
235 The Wastewater Treatment Plant capacity is a population of 55,000 it is a strong fill point  
236 without costly upgrades.  
237  
238 We need to be considerate of commercial development and of the cities needs as it  
239 becomes appropriate over time.  
240  
241 The amount of 670 acres is important that is the amount that we as a city can work with  
242 in amending the growth boundary.  
243  
244 The Growth boundary is to allow for organized orderly growth.  
245  
246 Ensign Bickford area would take up approximately ½ of the allowable acreage.  
247  
248 The Council commented on the ability to impose growth and building restrictions when  
249 necessary.  
250  
251 Mr. Baker stated that when a restriction is put in place by a city they have to be working  
252 towards solving the issues.  
253  
254 Discussion was made regarding the river bottoms area.  
255  
256 Mr. Anderson feels planning for the future for the river bottoms is a high priority but for  
257 the purposes of this meeting tonight they need to focus on areas they want to promote  
258 growth in.  
259  
260 Mayor Thomas asked working with the county on the river bottoms area and giving  
261 direction that is complimentary to the future annexation of the area that should be looked  
262 into.  
263  
264 Mr. Heap stated they are a few years out before a master plan developing the river  
265 bottoms area would be completed.  
266  
267 Councilman Andersen pointed out that Area 11 is the only open area on an interchange  
268 along I-15 in Utah County.  
269  
270 Mr. Anderson said the advantage is if the growth boundary is amended the residential  
271 development will prepare the area for commercial development.  
272  
273 Comments were made that Area 15 has a great potential for residential growth.  
274

275 Mayor Thomas asked for ranking based on sewer, power, economic development for the  
276 different areas.

277

278 Mr. Heap stated if they include the Ensign Bickford property they will need to size their  
279 lines through area 1 and 2 differently.

280

281 Discussion was made regarding Area 11. The consensus was that commercial  
282 development is where they are lacking and it needs to be the #1 priority.

283

284 Commissioner Lewis suggested meeting once a year and discussing the direction they are  
285 going and what they discussed in the past meetings.

286

287 The priority order is Areas, 11, 9, 1, 2, and commercial for 12.

288

289 Councilman Andersen added that South County can come together and start the process  
290 on the regional wastewater treatment facility it could change the whole dynamic of what  
291 they are discussing at this meeting.

292

293 Councilman Leifson likes the idea of doing this every year, to be able to change the areas  
294 of growth as the conditions change that drive where growth is going to extend.

295

296 Commissioner Lewis feels a formal study be done every five (5) years for impact fees  
297 and that it be updated every year.

298

299 Mayor Thomas would like to have the market be a key factor in the information and  
300 direction they want to go.

301

302 Mr. Anderson said to let staff figure the areas to work with this direction on these areas  
303 and see what they can come up with. The next discussion they have will be with the  
304 Planning Commission on the amendment.

305

306 They were in agreement to let staff refigure and fine tune the areas they feel are priority  
307 and bring some options back for them to make a decision.

308

309 **ADJOURN:**

310

311 Councilman Sorensen made a **motion** to adjourn to executive session for personnel.

312 Councilman Leifson **seconded** and the motion **passed** all in favor at 10:26 p.m.

313

314 **ADOPTED:**

315

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Kimberly Robinson, Deputy Recorder

## REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City) and Western Oasis Properties, L.C. (Western), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. Western owns real property in Spanish Fork City located at approximately 3500 East Highway 6 and more particularly described as follows:

### Parcel1:

Beginning at a fence corner on the East line of a County Road, said point being North 1376.20 feet and East 10.69 feet, according to Utah Coordinate bearings, Central Zone, from the West Quarter Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence along a fence on the East line of said County Road all of the following course: South 0 degrees 17' 25" East 1006.69 feet; thence South 0 degrees 37' 02" East 436.23 feet; thence South 5 degrees 26' East 401.31 feet; thence South 0 degrees 49' East 126.00 feet to the North right of way fence of the D. And R . G. Railroad; thence along said railroad right of way fence the following courses: South 55 degrees 04' 48" East 698.03 feet; thence along a 3487.87 foot radius curve to the right 1212.55 feet, the chord to said curve bears South 45 degrees 07' 14" East 1206.49 feet, the degree of curve on the railroad center line being 1 degree 40'; thence parting from said fence East 486.35 feet to the West right of way fence of the Denver & Rio Grande Railroad; thence along said railroad right of way fence on all of the following courses: North 3 degrees 40' 40" West 386.06 feet; thence along a 5694.65 foot radius curve to the left 2418.22 feet the chord to said curve bears North 15 degrees 43' 23" West 2400.04 feet, the degree of curve at the railroad center line is 1 degree; thence North 28 degrees 00' 28" West 606.12 feet to a fence intersection; thence South 89 degrees 21' 05" West along a fence 1003.49 feet to the point of beginning.

Less and Excepting therefrom any portion lying within the Northwest Quarter of Section 27, Township 8 South, Range 3 East, Salt Lake Base and meridian.

Also Less and Expecting therefrom any portion within the bounds of the following Utah Power and Light property:

Beginning at the West boundary line of the Grantors' land which is the West one quarter corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base and Meridian, and running thence North 743.03 feet along said section line, thence South 28 degrees 14' East 839 feet, more or less, thence East 350 feet, more or less to a ditch, thence Southwesterly 328 feet, more or less along said ditch, thence South 28 degrees 14' East 70 feet, more or less thence North 89 degrees 46, East 1173.57 feet to the East boundary line of said Grantors' land thence South 14 degrees 30' East 123.82 feet along said East boundary line, thence South 89 degrees 46' West 1276.19 feet, thence North 28 degrees 14' West 475.87 feet, thence West 258.72 feet to the point of beginning.

Also Less and Excepting therefrom any portion within the bounds of any Railroad right of way and any streets or highways.

Also Less and Excepting the following parcel previously deeded to Spanish Fork City in that certain Quitclaim deed recorded September 14, 2004 as Entry No. 105523:2004, described as follows:

Beginning at a point which is located East 1487.90 feet and South 1843.56 feet from the West Quarter Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base and meridian; thence East 475.30 feet; thence North 03 degrees 50' 36" West 119.70 feet; thence South 82 degrees 33' 19" West 237.52 feet; thence South 69 degrees 04' 04" West 248.14 feet to the point of beginning.

Parcel 1A:

Together with two sixty-six (66) foot wide right of ways over and across the above described Utah Power & Light property, the locations of which are to be determined at a later date, as reserved in that Warranty Deed dated June 15, 1978, and recorded June 21, 1978, in Book 1657, at Page 136, as Entry No. 24369.

Containing 46.943 acres.

Together with any appurtenant water rights to Strawberry Water. Together with any East Bench Irrigation Co. water shares associated with the property.

2. City is desirous of purchasing the property, together with appurtenant Strawberry water shares, and East Bench Irrigation Co. water shares upon the terms and

conditions set forth herein.

3. City will pay the sum of \$45,000.00 per acre for the property (total cash price of \$2,112,435.00). The difference between \$45,000.00 per acre and the appraised value of the property will be donated by Western to City. The cash sum will be due at closing.
4. The closing will take place within 10 days from the date hereof. Possession shall be transferred at the time of closing.
5. The title to the property being conveyed shall be pursuant to a warranty deed and shall be vested in the name of Spanish Fork City.
6. The parties agree to use Equity Title Co. as an acceptable title insurance company to provide a commitment for standard coverage title insurance in the amount of the purchase price. The policy shall insure that City shall be the fee simple owner of good and marketable title free and clear of all liens and encumbrances and subject to the standard exceptions as shown on the title policy. Each party shall have one day after receipt of the commitment of title insurance and all relevant documents to notify the other in writing of any objections to the title. If no objection is made, all items shall be deemed permitted. If any exceptions to title are made, the other party shall have until closing to cure such exception. If exceptions are unable to be cured, the party so excepting may choose to void this agreement or to proceed with the exceptions. If voided, all obligations of the parties shall cease and this agreement shall be void without further recourse to the parties hereto.
7. City has heretofore investigated the property and determined that it is suitable for its purposes. City therefore accepts the property "as is."

8. Western warrants and represents as follows:
- A. That no person or entity claiming under, by, or through Western has any option or contract to purchase any or all of the property to be sold or any interest therein.
  - B. The property will be free and clear of any mechanics liens resulting from work performed on or with respect to the property prior to such conveyance.
  - C. Western has not received written notice from any governmental body claiming any current violations of any hazardous material law, or requiring compliance with hazardous material law, or demanding payment or contribution for environmental damage or injury to natural resources. For this purpose, hazardous material law means any State or Federal statute applicable to the property relating to the installation, use, storage, release, generation, discharge, disposal, treatment, handling, or transportation of hazardous materials.
  - D. Western, nor to its knowledge any previous owner, tenant, or occupant of the property, has engaged in or permitted operations or activities upon or allowed any use or occupancy of the property for the purpose or in any way involving the handling, manufacturing, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any hazardous materials.
  - E. In the event, at any time prior to closing, that any party learns that any of the aforesaid representations and warranties are no longer valid, such

party shall immediately notify the other in writing. The party so notified shall then have the option to proceed with this agreement subject to the changed conditions, or to void this agreement and have no further obligation to the other party.

9. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superceded hereby. This agreement may only be amended by a written agreement entered into between the parties.
10. Time is of the essence of this agreement. In case either party shall fail to perform the requirements of this agreement, at the time performance is required, the other party may, at its election, terminate the agreement.
11. The obligations of the parties to this agreement shall survive the closing and shall not be merged into or become a part of any of the documents executed and delivered at closing.
12. If any action, suit, or proceeding is brought by a party with respect to a matter governed by this agreement, all costs and expenses of the prevailing party in such action, suit, or proceeding, including reasonable attorneys fees, shall be paid by the non-prevailing party.
13. All risk of loss or damage to the property shall be borne by the seller until possession exchanges.

DATED this 19th day of December, 2006.

SPANISH FORK CITY by:

ATTEST:

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

\_\_\_\_\_  
JOE L THOMAS, Mayor

WESTERN OASIS PROPERTIES, L.C. by:

\_\_\_\_\_  
LARRY J. MYLER, Managing Member



**MEMO  
SPANISH FORK CITY  
PUBLIC WORKS DEPARTMENT**

**DATE:** December 27, 2006

**TO:** Mayor Thomas and City Council

**FROM:** Richard J. Nielson, Assistant Public Works Director

**RE:** 2550 East/ Allan Thomas Property Purchase

This parcel of ground was purchased from Allan Thomas for the re-alignment of 2550 East north of US-6. The property was purchased for \$25,000 based on earlier discussions with the City Council. We are requesting that the City Council ratify this purchase.

## REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City) and Kay T. Perkins, Ann T. Haymond, Don W. Thomas, Ned W. Thomas, and Joe L Thomas (collectively, Thomas), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. Thomas owns real property in Spanish Fork City more particularly described as follows:  
  
See Exhibit A, attached hereto and incorporated herein by this reference.
2. City is desirous of purchasing the property upon the terms and conditions set forth herein.
3. The purchase price is \$25,000.00 City hereby tenders \$250.00 earnest money for the property. The balance of the purchase price will be due in cash at closing.
4. The closing will take place within sixty (60) days of the date hereof. Possession shall be transferred at the time of closing.
5. The title to the property being conveyed shall be pursuant to a warranty deed and shall be vested in the name of Spanish Fork City.
6. Within 10 days of the date hereof, the parties agree to cooperate to locate a mutually acceptable title insurance company to provide a commitment for standard coverage title insurance on the parcels in the amount of the purchase price. The policy shall insure that City shall be the fee simple owner of good and marketable title free and clear of all liens and encumbrances and subject to the standard exceptions as shown on the title policy. Each party shall have 10 days

after receipt of the commitment of title insurance and all relevant documents to notify the other in writing of any objections to the title. If no objection is made, all items shall be deemed permitted. If any exceptions to title are made, the other party shall have until closing to cure such exception. If exceptions are unable to be cured, the party so excepting may choose to void this agreement or to proceed with the exceptions. If voided, all obligations of the parties shall cease and this agreement shall be void without further recourse to the parties hereto.

7. City has heretofore investigated the property and determined that it is suitable for its purposes. City therefore accepts the property “as is.”
8. Thomas warrants and represents as follows:
  - A. That no person or entity claiming under, by, or through Thomas has any option or contract to purchase any or all of the property to be sold or any interest therein.
  - B. The property will be free and clear of any mechanics liens resulting from work performed on or with respect to the property prior to such conveyance.
  - C. Thomas has not received written notice from any governmental body claiming any current violations of any hazardous material law, or requiring compliance with hazardous material law, or demanding payment or contribution for environmental damage or injury to natural resources. For this purpose, hazardous material law means any State or Federal statute applicable to the property relating to the installation, use, storage,

release, generation, discharge, disposal, treatment, handling, or transportation of hazardous materials.

- D. Thomas, nor to his knowledge any previous owner, tenant, or occupant of the property, has engaged in or permitted operations or activities upon or allowed any use or occupancy of the property for the purpose or in any way involving the handling, manufacturing, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any hazardous materials, except for agricultural fertilization.
  - E. In the event, at any time prior to closing, that any party learns that any of the aforesaid representations and warranties are no longer valid, such party shall immediately notify the other in writing. The party so notified shall then have the option to proceed with this agreement subject to the changed conditions, or to void this agreement and have no further obligation to the other party.
  - F. Water rights associated with the property will be retained by Thomas.
- 9. City will be responsible for the roll back taxes incurred on the property purchased herein
  - 10. City will construct a field fence between the City right of way and the remaining portion of Thomas' property.
  - 11. City will not impose, against Thomas, a connector's agreement for the improvements made in the 2550 East portion of the property purchased herein.
  - 12. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein

and superceded hereby. This agreement may only be amended by a written agreement entered into between the parties.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

SPANISH FORK CITY by:

\_\_\_\_\_  
MATTHEW D. BARBER, Mayor Pro Tem

ATTEST:

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

\_\_\_\_\_  
KAY T. PERKINS

ANN T. HAYMOND

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DON W. THOMAS

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NED W. THOMAS

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JOE L THOMAS

Approved as to form:

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ALLAN THOMAS

RECOMMENDED PRICE CHANGES FOR  
SPANISH OAKS SEASON 2007

TYPE	RES	NON-RES
<b>GREEN FEES</b>		
9 Hole Weekdays	\$11.00	\$12.00
9 Hole Weekends	\$12.00	\$13.00
18 Hole Weekdays	\$22.00	\$24.00
18 Hole Weekends	\$24.00	\$26.00
9 Hole Jr- Sr Weekdays	\$10.00	\$11.00
18 Hole Jr-Sr Weekdays	\$20.00	\$22.00
10 Round Punch Card	\$100.00	\$115.00
20 Round Punch Card	\$200.00	\$220.00
<b>SEASON PASS</b>		
5 Day Single	\$515.00	\$615.00
5 Day Joint	\$700.00	\$825.00
5 Day Jr-Sr Single	\$485.00	\$585.00
5 Day Sr. Joint	\$630.00	\$740.00
7 Day Single	\$675.00	\$800.00
7 Day Joint	\$900.00	\$1,000.00
7 Day Jr-Sr Single	\$615.00	\$715.00
7 Day Sr. Joint	\$815.00	\$915.00
<b>CARTS</b>		
9 Holes	\$7.00	
18 Holes	\$14.00	
Private Carts	\$6.00	
<b>RANGE</b>		
Small Bucket	\$4.00	
Large Bucket	\$6.00	

\*\*Also just a note. Weekend rates at Spanish Oaks are defined as Friday, Saturday, and Sunday. Weekend prices apply to these days. The 5 day pass is Monday thru Friday and excludes holidays. The 7 day pass entitles the individual to play every day of the week with no exclusions.

We are also recommending that there be an ANNUAL PASS available for those who wish to have the opportunity to play 365 days of the year, weather permitting. The cost of this annual pass will be \$200 above the price of the season pass they are buying. If they were buying a 7 day single it would be \$875 as opposed to \$675. With this annual pass we will offer a 10% discount in the shop. We will offer them priority tee times. We will offer them a punch card which will give them \$1 off on their next 50 cart rentals. And we will offer them five free buckets of range balls. If this pass is purchased on or before April 13<sup>th</sup>, 2007 they can purchase this annual pass for \$100 above the cost of their season pass.

The recommendations that have been made with regards to green fees, season pass, Carts, and range, as listed above are similar to the increases made by Hobble Creek for the coming year. Provo is also in the process of making similar changes with their rates. Gladstan, because of construction issues at their facility, have chosen at this time not to increase their rates. We feel that because of the changes and direction that we are going here at Spanish Oaks that it warrants a change in the fee structure. We have not had a rate increase for some time now and feel that these increases are in the best interest of the golf course operation and fair to our public.

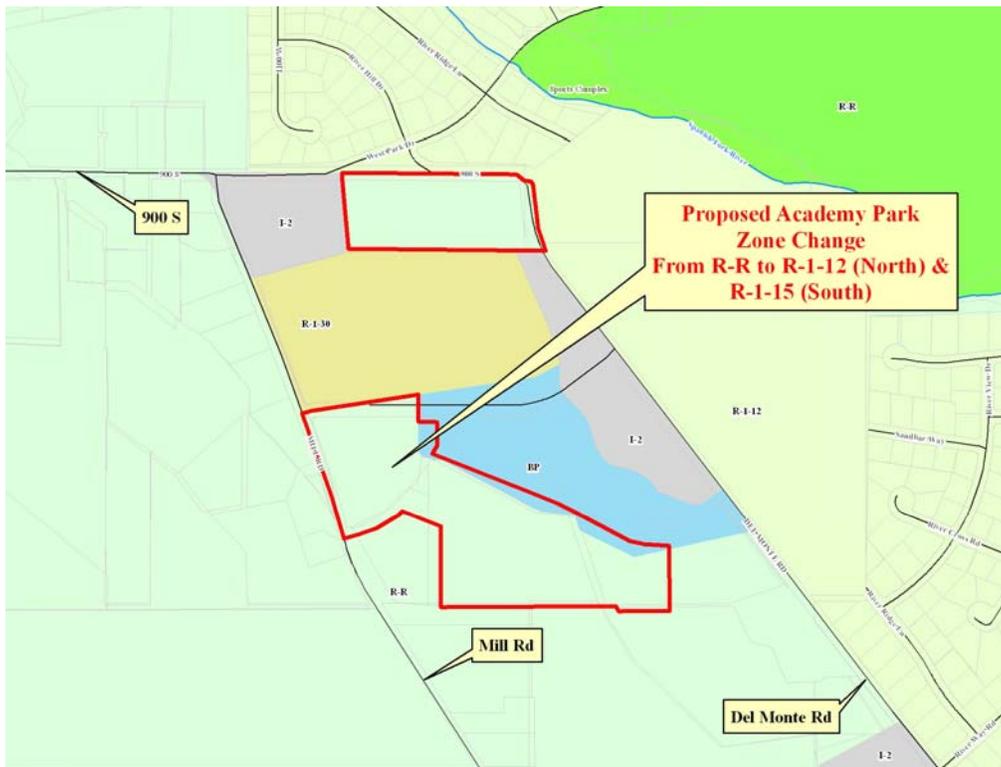
**SPANISH FORK CITY  
Staff Report to City Council**



**Agenda Date:** December 19, 2006  
**Staff Contacts:** Dave Anderson, Planning Director  
**Reviewed By:** the Development Review Committee  
**Subject:** Academy Park Zone Change Request

**Background Discussion:**

The applicant, Glenn Way, is requesting a Zone Change for 2 parcels located at approximately 1200 South Del Monte Road. The current zoning of the property is Rural Residential; the applicant has requested that the zoning be changed to R-1-12 and R-1-15. The General Plan designates both parcels as Residential 2.5 to 3.5 units per acre.



Both the R-1-12 and R-1-15 zoning districts provide for development densities that fall within the General Plan's 2.5 to 3.5 unit per acre range. As such, staff and the Development Review Committee have felt comfortable recommending that the proposed Zone Change request be approved.

### **Budgetary Impact:**

Staff anticipates providing the City Council and City Council with a more detailed analysis of the budgetary impact of residential development in the future but, for purposes of this report, simply notes that the long term cost to serve residential development generally exceeds anticipated revenue.

### **Development Review Committee:**

The Development Review Committee reviewed this request in their November 29, 2006 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

#### **Academy Park**

Location: 1170 South Del Monte

Zoning: Rural Residential existing, R-1-12 and R-1-15 requested

Applicant: Glenn Way

Mr. Anderson explained the proposal. The Northern portion request to be zoned R-1-12 and the Southern portion request to be zoned R-1-15.

Mr. Anderson is concerned about the type of border that will be constructed between the mill and this development.

Mr. Way said they are planning on putting in a concrete wall.

Mr. Johnston is concerned with the noise of the mill. He feels that a barrier wall being taller than six (6) feet would be beneficial in the reduction of noise.

Discussion was made regarding the barrier wall, noise reduction and a berm.

Mr. Foster would like the electrical underground.

Mr. Baker made a **motion** to the City Council for approval of the Zone Change of the northern piece of Academy Park to R-1-12 and the southern piece of Academy Park to R-1-15 located at 1170 South Del Monte based on the following finding and subject to the following conditions:

#### **Finding:**

1. The zones are consistent with the General Plan.

#### **Conditions:**

1. That they construct a berm with a six-foot concrete wall on top of it to produce a sound barrier between the development and the mill.
2. That the property being rezoned matches property lines.

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

### **Planning Commission:**

The Planning Commission reviewed this request in their December 6, 2006 meeting and recommended that it be approved. An excerpt of the draft minutes from that meeting read as follows:

**Academy Park Zone Change**

Applicant: Glenn Way

Zoning: Rural Residential existing, R-1-12 and R-1-15 requested

Location: approximately 1200 South Del Monte Road

Mr. Anderson gave background and explained the proposal.

Discussion was made regarding Mill Road.

Commissioner Bradford opened into Public Hearing on this item.

Mary Isacc

Ms. Isacc addressed the Commission. She is concerned about residential moving in next to industrial. She would like a masonry wall between their property and the development.

Mike Morley

Mr. Morley said the plan is for a 4-foot berm with a 6-foot masonry wall.

Alan Davis

Mr. Davis is concerned about access to Mill Road and fencing.

Discussion was made with regard to fencing around the development.

Pat Davis

Ms. Davis is concerned that the Commission understood Mr. Haymore's concerns.

Ben Davis

Mr. Davis would like to know if there will be access from the stadium to Mill Road.

Ms. Davis would like to know what will be along the fence.

Discussion was made with regard to parking on Mill Road, the right-of-way with regard to a sewer main that needs to be relocated.

Mr. Nielson addressed the Commission's concern. He said there is a bond for a sewer line to be taken care of.

Commissioner Lewis asked about the triangle piece of property adjacent to the development.

Discussion was made with regard to the areas within the development that could settle etc., that the City is not liable, an irrigation canal that has been buried and liability, and egress and ingress within the development.

Brian Redd

Mr. Redd addressed the Commission. He is in favor of the development, and feels the Charter School has been a good neighbor.

Ms. Isacc feels that the berm should be on the developer's property.

Commissioner Bradford closed Public Hearing on this issue.

Commissioner Christianson **moved** to close Public Hearing. Commissioner Lewis **seconded** and the motion **passed** by a unanimous roll call vote.

**Alternatives:**

The City maintains considerable discretion with respect to approving or denying Zone Change requests. Given the General Plan designation, Residential 2.5 to 3.5 units per acre, R-1-12 and R-1-15 zoning designations are both consistent with the General Plan.

**Recommendation:**

Staff recommends that the City Council recommend approve the proposed Academy Park Zone Change request, changing the zoning at approximately 1200 South Del Monte Road from Rural Residential to R-1-12 and R-1-15, based on the following finding and subject to the following conditions:

**Finding:**

1. That the proposed Zone Change is consistent with the General Plan designation.

**Conditions:**

1. That they construct a berm with a six-foot concrete wall on top of it to produce a sound barrier between the development and the mill.
2. That the property being rezoned matches property lines.

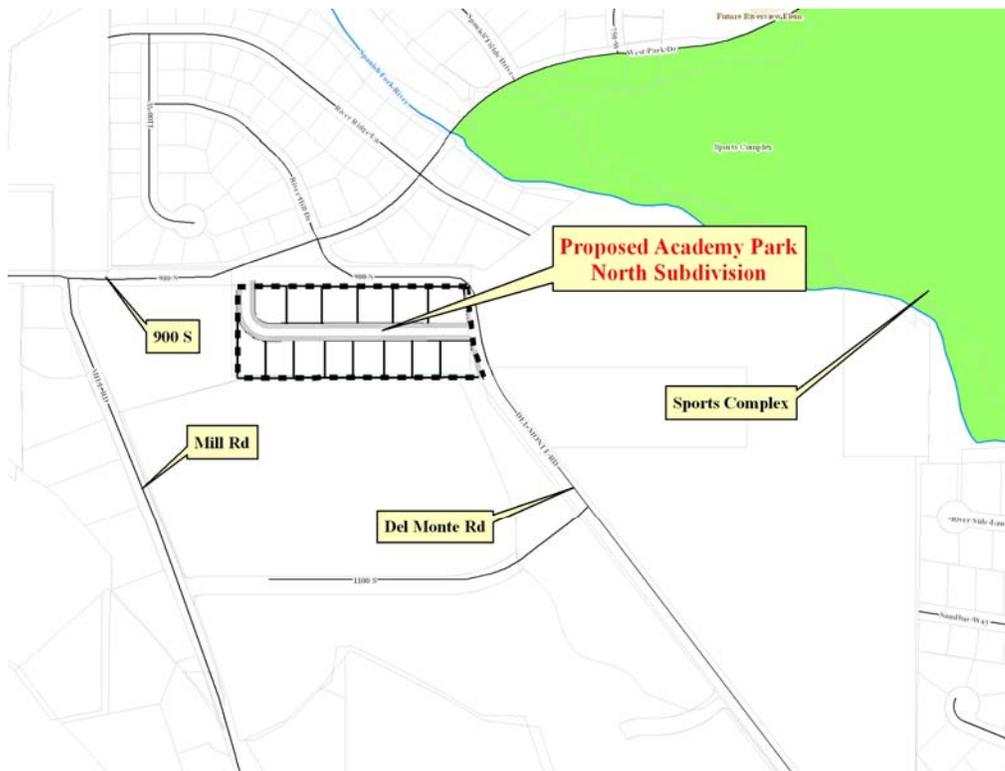
**SPANISH FORK CITY**  
Staff Report to City Council



<b>Agenda Date:</b>	<b>December 19, 2006</b>
<b>Staff Contacts:</b>	<b>Dave Anderson, Planning Director</b>
<b>Reviewed By:</b>	<b>the Development Review Committee</b>
<b>Subject:</b>	<b>Academy Park North Preliminary Plat Approval Request</b>

**Background Discussion:**

The applicant, Glenn Way, is requesting Preliminary Plat approval for a 6.17-acre parcel located at approximately 1200 South Del Monte Road. The applicant has also requested that the zoning be changed to R-1-12. The General Plan designates the property as Residential 2.5 to 3.5 units per acre.



**Details**

The proposed Preliminary Plat is a standard subdivision that contains 14 lots. The proposed lots all meet the development requirements of the R-1-12 zone.

## **Development Review Committee**

The Development Review Committee reviewed this request in their November 29, 2006 meeting and recommended that it be approved. Draft minutes from that meeting are provided below.

### **Academy Park**

Location: 1170 South Del Monte

Zoning: R-1-12 and R-1-15

Applicant: Glenn Way

Mr. Anderson gave background and explained the proposal.

Discussion was made regarding the property that the City owns, access to the development, and the division of this development into three (3) separate applications (Academy Park, Academy Park North, and Academy Park South.)

Mr. Baker made a **motion** to the Planning Commission for approval of the Preliminary Plat for Academy Park North located at 1170 South Del Monte subject to the following conditions:

### **Conditions:**

1. That the applicant provide a preliminary title report.
2. That the applicant incorporate the property to the north triangle into the plat.
3. That the applicant work with the Power Department on the power issues including working around the SESD line easement.
4. That the applicant place a berm with a masonry wall on the west border adjacent to the Leland Mill.
5. That the applicant relocate the utilities on the west end into the location they are suppose to be.
6. That the applicant redraft the legal description to the easement.
7. That a note be placed on the plat indicating that because it is adjacent to an industrial area that there will be noise and dust issues, and subject to the language being refined.
8. That the development meet the City's construction and development standards.
9. That the applicant submit a corrected electronic version.

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

## **Planning Commission:**

The Planning Commission reviewed this request in their December 6, 2006 meeting and recommended that it be approved. An excerpt of the draft minutes from that meeting read as follows:

### **Academy Park North Preliminary Plat**

Applicant: Glenn Way

Zoning: Rural Residential existing, R-1-12 and R-1-15 requested

Location: Approximately 1200 South Del Monte Road

Commissioner Robins made a **motion** recommending to the City Council approval of the proposed Preliminary Plat for the Academy Park North based on the following finding and subject to the following conditions:

### **Finding:**

1. That the proposed Preliminary Plat conforms to the City's standards for developments in the R-1-12 zone.

**Conditions:**

1. That the applicant provide a preliminary title report.
2. That the applicant incorporate the property to the north triangle into the plat.
3. That the applicant work with the Power Department on the power issues including working around the SESD line easement.
4. That the applicant place a berm with a masonry wall on the west border adjacent to the Leland Mill.
5. That the applicant relocate the utilities on the west end into the location they are suppose to be.
6. That the applicant redraft the legal description to the easement.
7. That a note be placed on the plat indicating that because it is adjacent to an industrial area that there will be noise and dust issues, and subject to the language being refined.
8. That the development meet the City’s construction and development standards.
9. That the applicant submit a corrected electronic version.

Commissioner Lewis **seconded** and the motion **passed** by a unanimous roll call vote.

Commissioner Huff **moved** to go back into Public Hearing. Commissioner Christianson **seconded** and the motion **passed** all in favor.

**Budgetary Impact:**

Staff anticipates providing the Planning Commission and City Council with a more detailed analysis of the monetary impact of residential development in the near future but, for purposes of this report, simply notes that the long term cost to serve residential development generally exceeds anticipated revenue.

**Alternatives:**

The proposed Preliminary Plat is a standard subdivision that meets the City’s requirements in the R-1-12 zone. As such, the City has little ability to compel the applicant to modify his proposal. In this case, staff does not believe modifications to the Plat are necessary or that changes would enhance the project.

**Recommendation:**

Staff recommends that the City Council approve the proposed Preliminary Plat for the Academy Park North based on the following finding and subject to the following conditions:

**Finding:**

1. That the proposed Preliminary Plat conforms to the City’s standards for developments in the R-1-12 zone.

**Conditions:**

1. That the applicant provide a preliminary title report.
2. That the applicant incorporate the property to the north triangle into the plat.
3. That the applicant work with the Power Department on the power issues including working around the SESD line easement.
4. That the applicant place a berm with a masonry wall on the west border adjacent to the Leland Mill.
5. That the applicant relocate the utilities on the west end into the location they are suppose to be.
6. That the applicant redraft the legal description to the easement.

7. That a note be placed on the plat indicating that because it is adjacent to an industrial area that there will be noise and dust issues, and subject to the language being refined.
8. That the development meet the City's construction and development standards.
9. That the applicant submit a corrected electronic version.

**Attachment:**

proposed Preliminary Plat for the Academy Park North



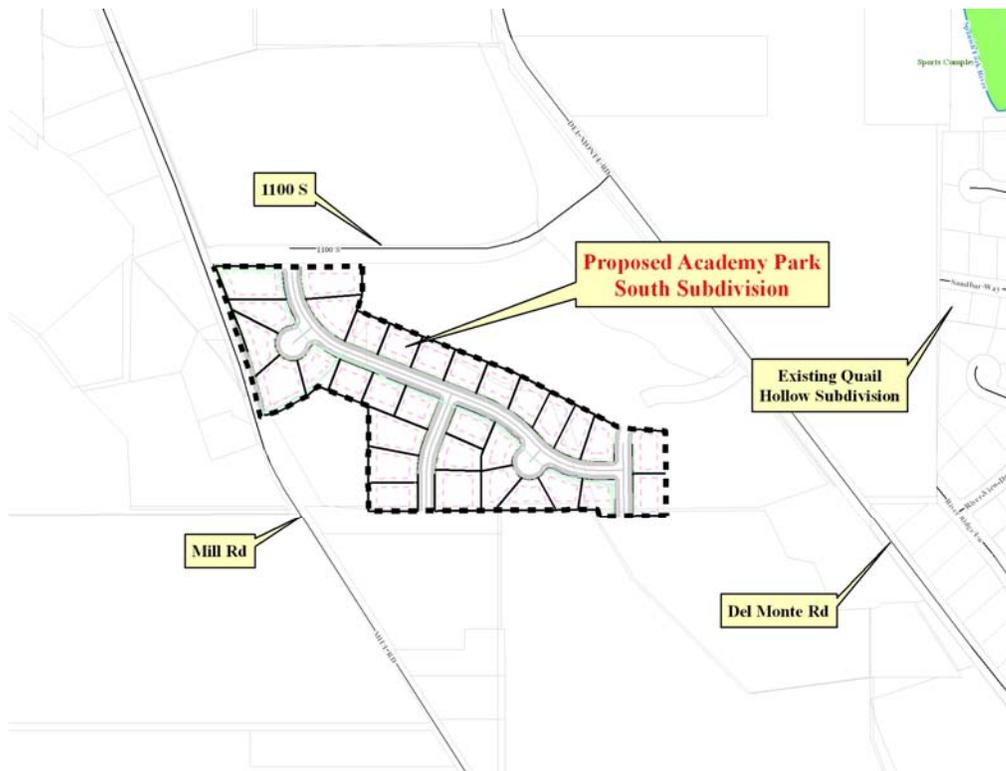
**SPANISH FORK CITY**  
Staff Report to City Council



<b>Agenda Date:</b>	<b>December 19, 2006</b>
<b>Staff Contacts:</b>	<b>Dave Anderson, Planning Director</b>
<b>Reviewed By:</b>	<b>the Development Review Committee</b>
<b>Subject:</b>	<b>Academy Park South Preliminary Plat Approval Request</b>

**Background Discussion:**

The applicant, Glenn Way, is requesting Preliminary Plat approval for a 16.54-acre parcel located at approximately 1200 South Del Monte Road. The applicant has also requested that the zoning be changed to R-1-15. The General Plan designates the property as Residential 2.5 to 3.5 units per acre.



**Details**

The proposed Preliminary Plat is a standard subdivision that contains 32 lots. The proposed lots all meet the development requirements of the R-1-15 zone.

## **Development Review Committee**

The Development Review Committee reviewed this request in their November 29, 2006 meeting and recommended that it be approved. Draft minutes from that meeting are provided below.

### **Academy Park**

Location: 1170 South Del Monte

Zoning: R-1-12 and R-1-15

Applicant: Glenn Way

Mr. Anderson gave background and explained the proposal.

Discussion was made regarding the property that the City owns, access to the development, and the division of this development into three (3) separate applications (Academy Park, Academy Park North, and Academy Park South.)

Mr. Baker made a **motion** to the City Council for approval of the Preliminary Plat for Academy Park South located at 1170 South Del Monte subject to the following conditions:

### **Conditions:**

1. That the applicant change the existing power over from SUVP to Spanish Fork remove SUVP power poles and work with the Power Department on providing a more efficient and effective service to the seminary and MATC auto shop.
2. that the applicant provide a preliminary title report.
3. That the development meet the City's construction and development standards.
4. That the applicant submit a corrected electronic version.

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

## **Planning Commission:**

The Planning Commission reviewed this request in their December 6, 2006 meeting and recommended that it be approved. An excerpt of the draft minutes from that meeting read as follows:

### **Academy Park South Preliminary Plat**

Applicant: Glenn Way

Zoning: Rural Residential existing, R-1-12 and R-1-15 requested

Location: Approximately 1200 South Del Monte Road

Commissioner Robins made a **motion** recommending to the City Council approval of the proposed Preliminary Plat for the Academy Park South based on the following finding and subject to the following conditions:

### **Finding:**

1. That the proposed Preliminary Plat conforms to the City's standard for developments in the R-1-15 zone.

### **Conditions:**

1. That the applicant change the existing power over from SUVP to Spanish Fork, remove SUVP power poles and work with the Power Department on providing a more efficient and effective service to the seminary and MATC auto shop.
2. That the applicant provide a preliminary title report.
3. That the development meet the City's construction and development standards.
4. That the applicant submit a corrected electronic version.

Commissioner Lewis **seconded** and the motion **passed** unanimous by a role call vote.

### **Budgetary Impact:**

Staff anticipates providing the Planning Commission and City Council with a more detailed analysis of the monetary impact of residential development in the near future but, for purposes of this report, simply notes that the long term cost to serve residential development generally exceeds anticipated revenue.

### **Alternatives:**

The proposed Preliminary Plat is a standard subdivision that meets the City's requirements in the R-1-15 zone. As such, the City has little ability to compel the applicant to modify his proposal. In this case, staff does not believe modifications to the Plat are necessary or that changes would enhance the project.

### **Recommendation:**

Staff recommends that the City Council approve the proposed Preliminary Plat for the Academy Park South based on the following finding and subject to the following conditions:

#### **Finding:**

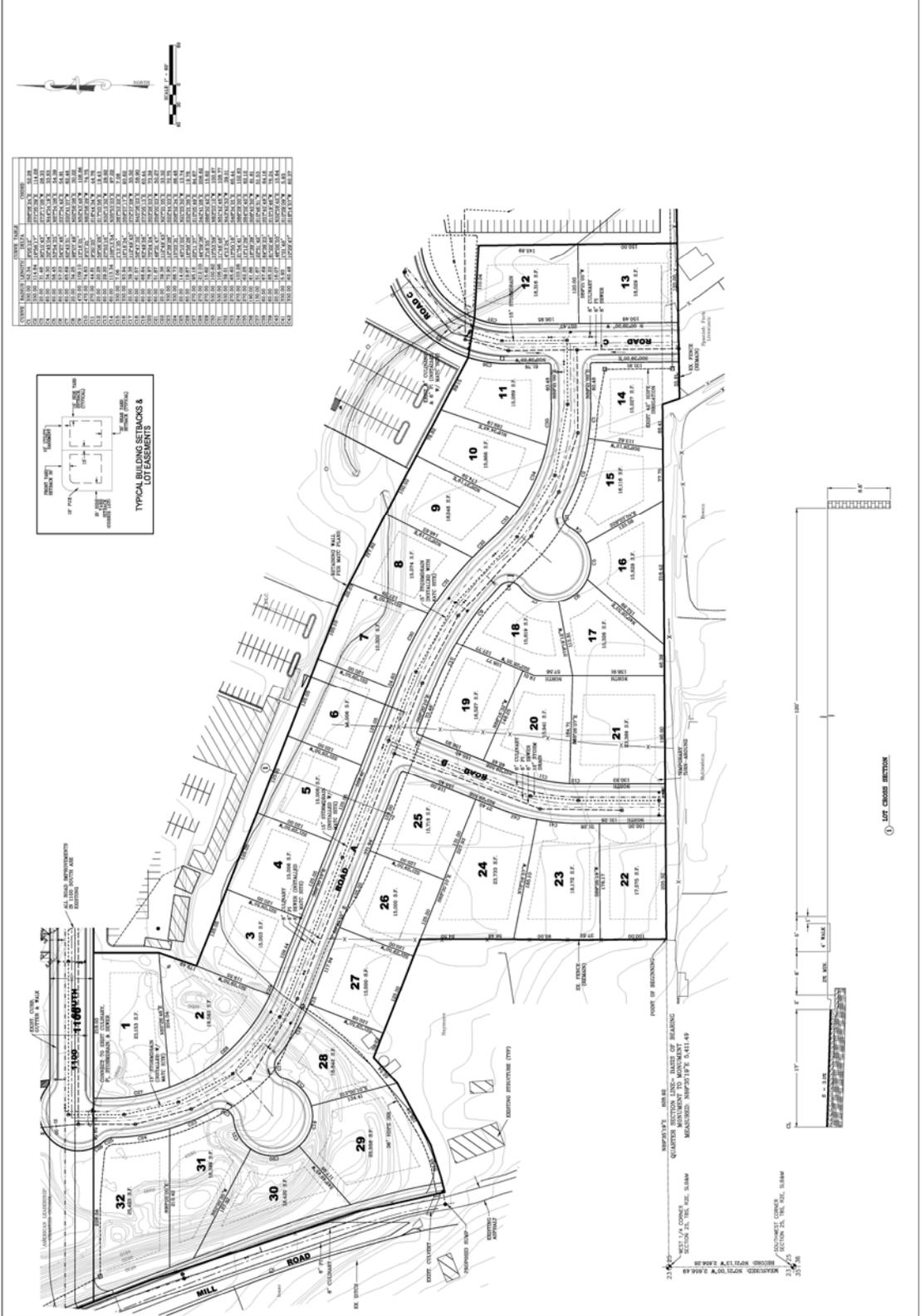
1. That the proposed Preliminary Plat conforms to the City's standards for developments in the R-1-15 zone.

#### **Conditions:**

1. That the applicant change the existing power over from SUVP to Spanish Fork remove SUVP power poles and work with the Power Department on providing a more efficient and effective service to the seminary and MATC auto shop.
2. That the applicant provide a preliminary title report.
3. That the development meet the City's construction and development standards.
4. That the applicant submit a corrected electronic version.

### **Attachment:**

proposed Preliminary Plat for the Academy Park South



LOT NO.	AREA (S.F.)	AREA (S.F.)	AREA (S.F.)
1	15,800	15,800	15,800
2	15,800	15,800	15,800
3	15,800	15,800	15,800
4	15,800	15,800	15,800
5	15,800	15,800	15,800
6	15,800	15,800	15,800
7	15,800	15,800	15,800
8	15,800	15,800	15,800
9	15,800	15,800	15,800
10	15,800	15,800	15,800
11	15,800	15,800	15,800
12	15,800	15,800	15,800
13	15,800	15,800	15,800
14	15,800	15,800	15,800
15	15,800	15,800	15,800
16	15,800	15,800	15,800
17	15,800	15,800	15,800
18	15,800	15,800	15,800
19	15,800	15,800	15,800
20	15,800	15,800	15,800
21	15,800	15,800	15,800
22	17,070	17,070	17,070
23	18,470	18,470	18,470
24	18,470	18,470	18,470
25	18,470	18,470	18,470
26	18,470	18,470	18,470
27	18,470	18,470	18,470
28	18,470	18,470	18,470
29	18,470	18,470	18,470
30	18,470	18,470	18,470
31	18,470	18,470	18,470
32	18,470	18,470	18,470

