



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 September 4, 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. PUBLIC HEARINGS: 6:00 p.m.

- a. [Hatch Annexation and Growth Boundary Amendment](#)

5. CONSENT ITEMS:

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

- a. [Minutes of Spanish Fork City Council Meeting – August 21, 2007](#)
- b. [Spanish Fork Grazing Company Real Estate Contract](#)

6. NEW BUSINESS:

- a. [Easement Agreement Western Distribution/Spanish Fork Properties](#)
- b. [Sage Contracting Agreement](#)
- c. [Contract with Galloway for Water Line](#)
- d. [Bid for Dons Field Lights – Dale Robinson](#)
- e. [Cingular/AT&T Amendment to Option Lease Agreement](#)
- f. [Sign Ordinance Amendment](#)

7. OTHER BUSINESS:

- a. 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.

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

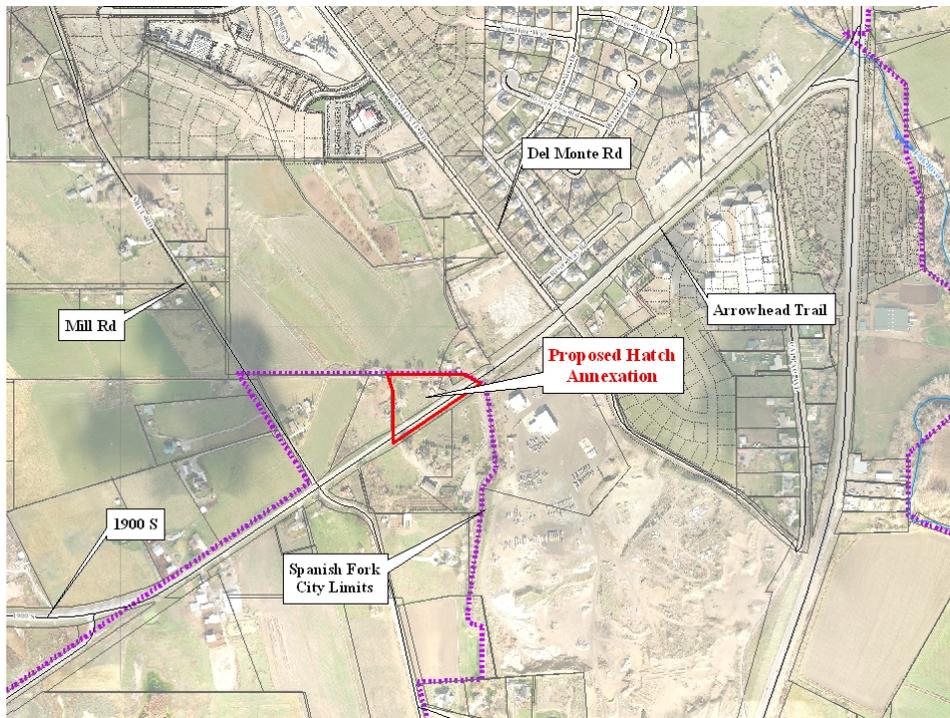


Agenda Date:	September 4, 2007
Staff Contacts:	Dave Anderson, Planning Director
Reviewed By:	the Development Review Committee
Subject:	Hatch Annexation and Growth Boundary Amendment

Background

On April 17 of this year, the City Council accepted the proposed Hatch Annexation for further study. The acceptance of the proposed Annexation for further study allowed for, among other things, the commencement of a requisite protest period. Given that the protest period for the proposed Annexation ended on July 3 and no protests were received, the City can now take action on the proposal. The subject property is located within the City's Annexation Policy Declaration.

Accompanying this request is a proposal to amend the City's Growth Boundary so as to include the subject property. Given the lengthy discussions that were held with the applicant with respect to including the subject property in their proposed development, staff has viewed the amendment of the Growth Boundary as something of a formality.



One of the questions posed for the City Council is zoning for the subject property. The applicant has requested that R-1-15 zoning be assigned. Given the General Plan Amendment that was approved earlier this year, R-1-15 zoning is consistent with the General Plan.

Development Review Committee

Hatch Annexation and Growth Boundary Amendment

Applicant: CW Management

Location: approximately 1800 South 600 West

Zoning: R-1-15 requested

General Plan: Residential 1.5 to 2.5 units per acre

Mr. Anderson gave background and explained the proposal.

Mr. Baker made a motion to approve the Hatch Annexation and Growth Boundary Amendment for CW Management located at approximately 1800 South 600 West subject to the following conditions:

1. That the SESD power buyout be completed before recordation.
2. That a boundary agreement be executed with the neighboring property owner before the plat is recorded.

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

Planning Commission

Hatch Annexation and Growth Boundary Amendment

Applicant: CW Management

General Plan: Residential 1.5 to 2.5 units per acre

Zoning: R-1-15 Requested

Location: approximately 1800 South 600 West

Mr. Anderson explained this property was included after they adopted the Old Mill development to ensure access. This property has run through the proper process and has had no protests received. This would be for the Annexation and zoning designation of the property.

Commissioner Lewis **moved** to recommend approval to the City Council of the proposed Hatch Annexation and accompanying Growth Boundary Amendment, assigning R-1-15 zoning to the Annexation subject to the following conditions:

Conditions:

1. That the SESD power buyout be completed before recordation.
2. That a boundary agreement be executed with the neighboring property owner before the plat is recorded.

Commissioner Christianson **seconded** and the motion **passed** by a roll call vote all in favor.

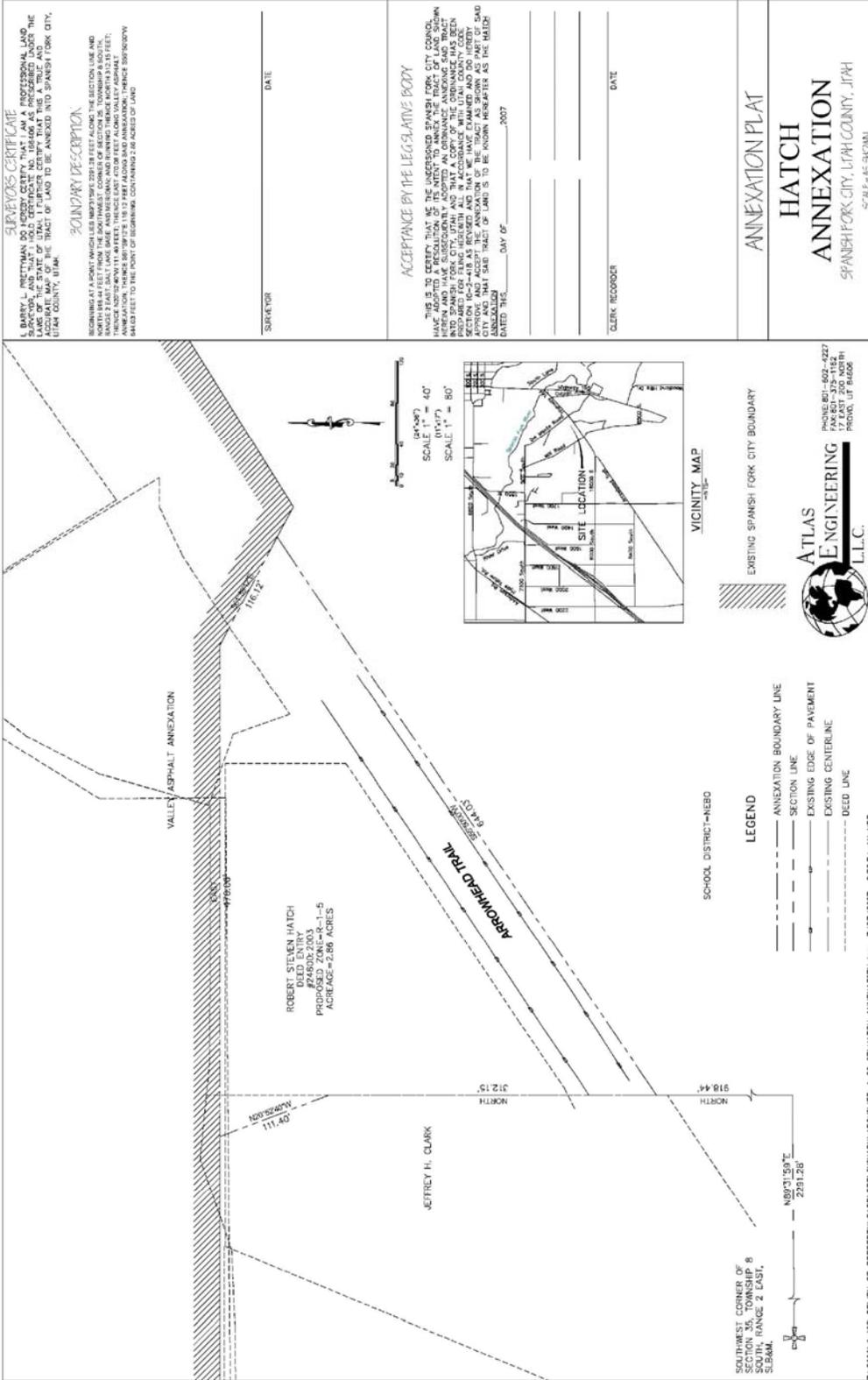
Recommendation

Staff recommends that the City Council approve the proposed Hatch Annexation and accompanying Growth Boundary Amendment subject to the following conditions:

Conditions:

1. That the SESD power buyout be completed before recordation.
2. That a boundary agreement be executed with the neighboring property owner before the plat is recorded.

attachment: proposed Annexation Plat



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Tentative Minutes
Spanish Fork City Council Meeting
August 21, 2007

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

Staff Present: Seth Perrins, Assistant City Manager; Junior Baker, City Attorney; Kent Clark, Finance Director; Dee Rosenbaum, Public Safety Director; Richard Heap, Public Works Director; Dave Anderson, City Planner; Kimberly Robinson, Deputy Recorder

Other: Alex Stone, Don Thomas, Steve Dudley, Steve Clayson, Betty Hunt, Joyce Webb, Mike Clayson, Cynthia Rees, Kevin Pritchett, Tyler Cope, Heather Campbell, Pat Parkinson, Chris Biesinger, Jim Biesinger, James Westwater, Tricia Partida

CALL TO ORDER, PLEDGE, OPENING CEREMONY:

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

Councilman Sorensen led in the pledge of allegiance.

PUBLIC COMMENT:

Mayor Thomas opened the meeting for public comment.

There was no public comment given at this time.

RECOGNITIONS:

Don Thomas

Mr. Thomas recognized Mr. Steve Dudley who is retiring from the ambulance crew with 32 years of service. He stated it will take a long time to replace someone that has brought so much to the crew. He appreciates all the service he has done over the years.

Mayor Thomas noted the thousands of volunteer hours given when serving on the ambulance crew.

Mr. Dudley started serving 32 years ago, his last shift was 32 years to the day. He added he has been serving on the same shift for 32 years.

COUNCIL COMMENTS:

Councilman Leifson met with the Parks and Recreation Committee to talk about the survey. He explained the feedback was very helpful and they will use it with the master park plan. The survey findings were very diverse with different age groups throughout the city. The pioneer historical cemetery is being restored and beautified. The developer

47 donated land and beautification for the project. The DUP will be raising funds for the
48 statue in the park, and will be asking the city for a donation towards the park concept. It
49 will be very nice and something to be proud of in our city. He encourages everyone to get
50 involved in the primary election process and learn about the candidates; also, to make
51 sure they know their precincts. Discussion was made regarding information on the
52 candidates.

53

54 Councilman Barber noted August 27th is the last day to register to vote for the primary
55 election.

56

57 Councilman Andersen reminded everyone to drive safely and be mindful that kids are
58 back to school.

59

60 Mayor Thomas reported the press release for North Park is getting ready to go. With the
61 elections two years ago there was not a whole lot of support for the candidates, and added
62 there will be candidate information on the city website. It is his hope that everyone will
63 get involved with the election and vote. The economic development committee and Mr.
64 Pollei have worked hard to promote economic growth and provide information for
65 businesses. We have some really good looking things coming economically for the city in
66 the future. He noted ideas regarding legalizing the use of golf carts on the city back
67 streets.

68

69 Mayor Thomas gave a Proclamation for professional truck driving, and noted how critical
70 truck drivers are to our nation.

71

72 **NEW BUSINESS:**

73

74 **Changes to Sign Ordinance**

75

76 Mr. Anderson discussed the ability to allow designated candidates to place signage on
77 specific city property. He then asked the Council for what they would like to see drafted
78 for the ordinance change.

79

80 Councilman Andersen feels if they allow candidates to put signs on city property,
81 information about each candidate should be placed, in order to allow equal exposure.

82

83 Mr. Anderson said there is a need to maintain equality and enforcement. That areas be
84 designated on some type of a map as to where signs can be located on city property.

85

86 Councilman Leifson feels the signage should be limited to the same size.

87

88 Councilman Sorensen feels the city should promote the candidates, and by putting signs
89 up he does not feel that promotes the candidates. He would like to see information instead
90 of signage with a name. He is opposed to changing the regulations to where signage can
91 be placed.

92

93 Councilman Andersen does not think it would hurt to have some sort of box with their
94 literature in so they can find out about the candidate. It is important to find out what the
95 candidates are about.
96

97 Councilman Sorensen feels he is more amenable to their information on the signs instead
98 of just a name.
99

100 Mayor Thomas asked that the city make signs saying more information at
101 www.spanishfork.org and also the election dates on them.
102

103 Councilman Sorensen feels it would be better to put something in with the utility bill
104 because more people will see the newsletter than the signs.
105

106 Mr. Perrins reported the website is up and running and the newsletter will also be going
107 out with more information regarding the candidates, election dates, maps etc.
108

109 Mayor Thomas asked about signs that would say vote and the date of the election so it
110 can be changeable over the years.
111

112 Councilman Andersen is in favor of anything that encourages the voters to get out and
113 vote.
114

115 Mr. Baker explained most cities have signage in the zoning ordinance but ours is not,
116 which has made ours easier to manage. He asked if the Council would like it to go to the
117 Planning Commission for a recommendation. As a Council they need direction on where
118 the location should be and also a limit on the signage size to make it fair.
119

120 Mayor Thomas authorized Kent Clark to purchase some signs that are reusable for years
121 to come that say “vote here” and a changeable date. He would also like information for
122 them regarding signage size and location.
123

124 Councilman Leifson asked to keep the signage small and see how it goes, then go from
125 there.
126

127 Mayor Thomas would like small signs saying “learn more at www.spanishfork.org”. One
128 sign per location and polling locations with signs vote here, also signs that say the date.
129 Then at designated areas the candidate signs should be allowed.
130

131 Mr. Clark explained we will have to get permission from the school district for allowable
132 size and other restrictions.
133

134 Mr. Anderson asked for the Council to assign a member to meet with Staff on this
135 subject.
136

137 Councilman Leifson volunteered to work with staff on the sign changes.
138

139 **Board Appointments**

140

141 Mayor Thomas moved to appoint Dan Degraw, Ruth Peay, and Shirly Oberg to the
142 Seniors Board, also to appoint Duane Hutchings to the Fire and Ambulance Retirement
143 Board.

144

145 Councilman Sorensen made a **motion** to appoint Dan Degraw, Ruth Peay, and Shirley
146 Oberg to the Seniors Board, also to appoint Duane Hutchings to the Fire and Ambulance
147 Retirement Board. Councilman Andersen **seconded** and the motion **passed** all in favor.

148

149 **PUBLIC HEARINGS:**

150

151 Councilman Sorensen made a **motion** to open the Public Hearing. Councilman Leifson
152 **seconded** and the motion **passed** all in favor at 6:45 p.m.

153

154 **Betty Hunt Zoning Text Amendment**

155

156 Mr. Anderson explained the zoning text amendment changing from R-1-6 to Residential
157 Office. The ultimate impact this would have is to allow a financial institution and provide
158 two drive through bays on the property. He noted some of the surrounding residents have
159 voiced concern with this request.

160

161 Mayor Thomas has received calls asking about the noise impact with the change of use
162 on the property.

163

164 Mr. Anderson explained the applicant would be required to put a six foot masonry wall
165 and ten feet of landscaping on their side of the property line.

166

167 Betty Hunt

168 Ms. Hunt owns the property and stated the neighbor to the west of the property is in favor
169 of this project and has signed a letter stating so. She feels it will be a great improvement
170 to the lot and to the community.

171

172 Pat Parkinson

173 Ms. Parkinson made a comment about changing rules for a single development she has an
174 issue with that. She feels it seems like the city does it often.

175

176 Mike Clayson

177 Mr. Clayson works for the credit union, he has talked to a lot of people and they are
178 excited for Pacific Horizon Credit Union to come in. He does not feel there will be a
179 problem with the traffic.

180

181 Councilman Leifson does not see a problem for what they want to do, and feels like it is a
182 good use. He does not see the use creating too much more traffic causing more of a
183 problem.

184

185 Councilman Leifson made a **motion** to approve the Betty Hunt Zone Change and Zoning Text
186 Amendment based the following findings:

187

188 **Findings:**

189 1. That the proposed changes allow for a use that is similar to the existing use of the subject
190 property.

191 2. That the proposed Zone Change is consistent with the General Plan.

192 3. That by making the proposed Text Amendment, the City may address any site specific
193 concerns on a case by case basis.

194 Councilman Andersen **seconded** the motion **passed** all in favor.

195

196 **Tyler Cope Zoning Amendment**

197

198 Mr. Anderson explained the zoning amendment requesting changing the zoning of the
199 parcels including the city owned property to Commercial 2. The DRC and Planning
200 Commission recommend approval.

201

202 This item was opened for public comment.

203

204 Kevin Pritchett

205 Mr. Pritchett owns property to the north, and is concerned to make sure they work with
206 the plan so it is convenient for all to be involved.

207

208 Discussion was made regarding the notification for the adjacent property owners.

209

210 Councilman Andersen made a **motion** to approve the proposed Tyler Cope Zone Change
211 request, changing the zoning at approximately 850 South Main Street from Residential Office to
212 Commercial 2, based on the following findings:

213

214 **Finding:**

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

216 2. That the conceptual design represents the manner by which the property can be developed
217 according to the City's requirements for the Commercial 2 zone.

218 Councilman Sorensen **seconded** and the motion **passed** all in favor.

219

220 **Trails Master Plan**

221

222 Mr. Anderson explained the history of the city trails master plan changes.

223

224 This item was opened for public comment.

225

226 Ms. Parkinson hopes the city will not allow six foot sidewalks and that they make them
227 more of a winding trail.

228

229 Jim Beisinger

230 Mr. Beisinger asked that the trails be equine friendly.

231

232 Mr. Heap stated there will be some equine friendly trails but most of the trails are not
233 designed as such.

234

235 Councilman Sorensen made a **motion** to approve the trails master plan. Councilman
236 Andersen **seconded** and the motion **passed** all in favor.

237

238 Councilman Sorensen made a **motion** to close the public hearing. Councilman Barber
239 **seconded** and the motion **passed** all in favor at 7:18 p.m.

240

241 **CONSENT ITEMS:**

242

243 **Minutes of Spanish Fork City Council Meeting – July 17, 2007**

244 **GPS Amended Interlocal Agreement**

245 **IPSA Mutual Aid Agreement**

246

247 Councilman Sorensen made a **motion** to approve the consent items. Councilman Leifson
248 **seconded** and the motion **passed** all in favor.

249

250 **ADJOURN TO REDEVELOPMENT AGENCY MEETING:**

251

252 Councilman Sorensen made a **motion** to adjourn to the RDA meeting. Councilman
253 Leifson **seconded** and the motion **passed** by a roll call vote all in favor.

254

255 Councilman Steven M. Leifson - Aye

256 Councilman Matthew D. Barber - Aye

257 Councilman G. Wayne Andersen - Aye

258 Councilman Seth V. Sorensen - Aye

259

260 Councilman Sorensen made a **motion** to adjourn the RDA meeting back to the City
261 Council meeting. Councilman Andersen **seconded** and the motion **passed** all in favor at
262 7:46 p.m.

263

264 **NEW BUSINESS:**

265

266 **Consideration and Adoption of Ordinance Adopting the Wasatch Wind Community**
267 **Development Project Area Plan**

268

269 Councilman Sorensen made a **motion** to adopt Ordinance 13-07, An ordinance of the
270 City Council of Spanish Fork, State of Utah, Adopting the Community Development
271 Project Area Plan Entitled, “Wasatch Wind Community Development Project Area Plan”
272 Dated July 16, 2007.

273 Councilman Barber **seconded** and the motion **passed** all in favor.

274

275 **Wasatch Wind Interlocal Agreement with RDA**

276

277 Councilman Sorensen made a **motion** to adopt Resolution 07-08, a Resolution of the
278 legislative body of the city of Spanish Fork approving and authorizing execution of an
279 interlocal agreement between the city of Spanish Fork and the Redevelopment Agency of
280 Spanish Fork. Councilman Leifson **seconded** and the motion **passed** all in favor.

281

282 **North Park Interlocal Agreement with RDA**

283

284 Councilman Sorensen made a **motion** to approve the Resolution Authorizing the Mayor
285 of Spanish Fork City to Execute a Contract Related to the North Park Community
286 Development Area. Councilman Leifson **seconded** and the motion **passed** all in favor.

287

288 **Cingular Cell Tower Lease Agreement**

289

290 Mr. Baker explained this is a change to the access for the property and changes the lease
291 payment to half. There are three options, the Council can approve it, refuse it or go back
292 and negotiate. His preference is to go back and negotiate a different split for the cell
293 tower lease. He would argue the city impact is much more than the cattleman's grazing
294 association impact. This agreement is to approve the amendment or not.

295

296 This item will be addressed after executive session.

297

298 **2007 Election Poll Worker Approval**

299

300 Mr. Clark explained the state law requires the Council to approve the election judges.

301

302 Councilman Leifson made a **motion** to approve the election poll workers as listed.

303 Councilman Sorensen **seconded** and the motion **passed** all in favor.

304

305 **Recycle Presentation – Richard Heap**

306

307 Mr. Heap gave a presentation regarding the recycling possibilities for the city.

308

309 The Council would like some updated numbers, more information, and to hear from the
310 citizens.

311

312 **OTHER BUSINESS:**

313

314 Mr. Westwater has done a lot of thinking about recycling in Spanish Fork. He submitted
315 a proposal for recycling programs. He spoke with the finance director and City manager
316 of Lehi where they do a mandatory program. They told him the savings in their program
317 pays for the recycling program itself. In general, recycling helps conserve energy and
318 natural resources; it helps reduce air, water and soil pollution; and it helps curb
319 greenhouse gases and global warming. It sets a good example of responsible stewardship
320 and of caring for the earth, for the environment and for future generations. Here are two
321 approaches to community recycling. I prefer citywide recycling because (1) more
322 recycling is accomplished, (2) it does not selectively financially "punish" people for

323 choosing to help the environment and (3) because recycling companies are increasingly
324 reluctant to participate in individual subscription recycling programs because of what
325 they see as the hassle to them and major inefficiencies in that approach. He also asked
326 regarding creating a citizen advisory committee for recycling.

327

328 Mayor Thomas asked regarding e-mail update information, he would like to find a way to
329 get the information out to as many people as possible.

330

331 **ADJOURN:**

332

333 Councilman Barber made a **motion** to adjourn to executive session for the purpose of
334 pending litigation and property acquisition. Councilman Sorensen **seconded** and the
335 motion **passed** all in favor at 8:24 p.m.

336

337 **ADOPTED:**

338

339

Kimberly Robinson, Deputy Recorder

REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City) and Spanish Fork Grazing Company, LLC. (Company), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. Company owns real property located at Sterling Hollow in Utah County, Utah, and more particularly described as follows:

Beginning at a point which is located South 36.46 Feet and West 2082.33 Feet from the East quarter corner of Section 12, Township 9 South, Range 3 East, Salt Lake Base and Meridian; thence along the following courses and distances: South 45°00'00" East 134.35 feet; thence South 170.64 feet; thence South 45°00'00" West 171.33 feet; thence North 239.53 feet; thence West 300.00 feet; thence North 45°00'00" East 208.26 feet; thence East 178.89 feet to the point of beginning.
Containing 1.57 acres.

2. City is desirous of purchasing the property upon the terms and conditions set forth herein.
3. City will convey to Company the following described real property in the near vicinity of the property being conveyed to City:

Beginning at a point which is located South 423.25 feet and West 2108.48 feet from the East quarter corner of Section 12, Township 9 South, Range 3 East Salt Lake Base and Meridian; thence along the following courses and distances: South 110.47 feet; thence West 110.47 feet; thence North 45°00'00" East 156.23 feet to the point of beginning.
Containing 0.14 acres.

4. City will pay to Company the sum of \$10,000.00, which sum is due at closing.
5. Company may obtain sixty-two (62) one inch connections to receive a

maximum of 89.9 acre feet of water from the City water storage tank in order to service the 62

connections. Company shall be responsible to provide the water rights necessary to service the connections. The connections will be metered, at Company's expense, to assure that no more than 89.9 acre feet per year is taken from the tank. The City shall have access to read the meters. The parties will co-operate with each other to assure that no more nor less than the water authorized herein is delivered. The water will not be treated and therefore is not delivered as "potable water." Any treatment necessary for Company to use the water as "potable water" will be it's responsibility and expense.

Company may request additional connections in the future, which may be granted, at the City's discretion, and only if water is available.

6. Any change application, or other approval, required by the State Engineer will be the responsibility of Company. The City agrees to cooperate with the change application or similar proceeding.

7. Company will be charged water impact fees by City at the rate of \$807.00 per each connection for the first twelve connections (the current City rate as of the date of this Agreement) and, for the next fifty (50) connections, the prevailing rate per each connection, at the time the connections are made.

8. The closing will take place on or before September 30, 2007. Possession shall be transferred at the time of closing.

9. The title to the property being conveyed to City shall be pursuant to a warranty deed and shall be vested in the name of Spanish Fork City. The title to the property being conveyed to Company shall be pursuant to a warranty deed and shall be vested in the name of Spanish Fork Grazing Company, LLC.

10. 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 in the amount of the purchase price. The policy shall insure that Company 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.

11. Each party has heretofore investigated the property and determined that it is suitable for its purposes. Each party therefore accepts the property “as is.”

12. Each party warrants and represents, as to the property being conveyed by it, as follows:

- A. That no person or entity claiming under, by, or through it 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. It 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. No warranty or representation is given that the property is suitable for any particular purpose.

- D. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. All risk of loss or damage to the property shall be borne by the seller until possession exchanges.

DATED this ____ day of August, 2007.

SPANISH FORK CITY by:

JOE L THOMAS, Mayor

Attest:

KENT R. CLARK, Recorder

SPANISH FORK GRAZING COMPANY,
LLC by:

KAY HANSEN, Manager

August 28, 2007

Mayor Joe Thomas
Spanish Fork City
40 South Main Street
Spanish Fork, UT 84660

Re: Scope of Professional Services and Fee Estimate for Proposed Water main & Pressurized Irrigation Line extensions for the Spanish Fork City in Spanish Fork City, Utah

Dear Mayor Thomas,

Galloway & Company, Inc. ("Galloway") appreciates the opportunity to be considered for a proposal for the following described public works culinary and pressurized irrigation project for Spanish Fork City.

PROJECT DESCRIPTION

This proposal includes the design for the extension culinary and pressurized irrigation lines in the roadways adjacent to or near North Park. The following list out these extension branches more specifically and are based on the exhibit we received from Chris Thompson at the city:

1. Approximately 1050 LF of Pressurized Irrigation line along Chapel Drive from the east end of the existing large box retail to the intersection of 1000 North and 600 East.
2. Approximately 715 LF of Culinary water main along Chapel Drive from 800 East to the intersection of 1000 North and 600 East.
3. Approximately 910 LF of Culinary water main along 600 East from 1000 North to 800 North.
4. Approximately 460 LF of Culinary water main along 1000 North from 600 East to 500 East.
5. Crossings along Chapel Drive at Highway 6 will be needed for both the culinary and pressurized irrigation lines. A casing will be required for both and an extra 16" casing will need to be provided.

PROJECT ASSUMPTIONS

In preparing this estimate, the following assumptions were made:

1. The existing tie-in locations will be provided by Spanish Fork City.
2. The scope of this proposal includes civil design for the above mentioned utility lines to City standards and specifications.

3. Modifications to other utilities not noted above are not included in this proposal amount. It is assumed that the water line will be able to clear all underground utilities using lowerings or other means. Should any other modifications be required, Galloway is willing to provide an additional estimate for these design improvements upon client request.
4. Spanish Fork City will provide a survey and geotechnical report (if needed) to Galloway prior to proceeding with the project in a compatible AutoCad format. In the event any design improvements are required outside the limits of the survey provided, client will provide necessary survey to complete the design. Should these or any other additional surveying services be required, this will be considered additional charges beyond the scope of this estimate and will require a request from the client.

PROFESSIONAL SERVICES TO BE PROVIDED BY GALLOWAY

This proposal has been broken down into several separate phases for which we can set up separate project amounts for billing and tracking purposes. Project setup and billing arrangements can be defined based on your direction upon commencement of work by Galloway.

GALLOWAY PROCESS

- I. Pre-Development Phase
- II. Due Diligence Phase
- III. Planning Phase
- IV. Civil Document Phase
- V. Building Document Phase
- VI. Permitting Phase
- VII. Construction Phase

A discussion of each of these follows:

- I. Pre-Development Phase – Not included in this proposal**
- II. Due Diligence Phase – Not included in this proposal**
- III. Planning Phase**
 - Galloway will prepare one conceptual utility plan for preliminary review prior to starting Construction Documents (CD's) for the utilities.
 - Galloway will conduct initial coordination with the Spanish Fork City and UDOT on the conceptual utility plan review and comments.

(Assumed 30 hours for the Planning Phase)

IV. Civil Document Phase

- Galloway will generate the following list of plans for the construction phase of this project:
 - CW1.0 – Cover Sheet
 - CW1.1 – Culinary Water Main (Chapel Drive)
 - CW1.2 – Pressurized Irrigation Line (Chapel Drive)
 - CW1.3 – Culinary Water Main (600 East)
 - CW1.4 – Culinary Water Main (1000 North)
 - CW5.1 – Water line Details and Notes

V. Building Document Phase – Not included in this proposal

VI. Permitting Phase

- Galloway will make all required construction permit submittals to the Spanish Fork City and UDOT and coordinate with these jurisdictions on their respective reviews and comments, during the permitting phase.

(Assumed 26 hours for the Permitting Phase)

VII. Construction Phase

A. Construction Observation

- Galloway will review contractor submittals and RFI's during the construction process.
- Galloway will conduct one (1) punch walk and prepare one (1) punch report for compliance to construction documents.

Thirty (20) hours will be assumed for Construction Observation

B. Project Close-Out

- Galloway assists the client in monitoring warranty issues, obtaining lien releases, etc. to close-out the project.

Four (4) hours will be assumed for Project Close-Out

LIST OF EXCLUSIONS:

Below is a list of items that are excluded from the scope of services provided by Galloway, although coordination of these services may be provided by Galloway as listed within this proposal. Galloway may provide some of these services at an additional cost upon request of the Client.

- Topographic, Boundary and ALTA/ACSM Surveys and Plats
- Soils/Geological Reports
- Environmental Studies/Reports/Approvals
- Traffic Impact Analysis (TIA) or Traffic Signal Plans
- Sound Studies or Reports
- FEMA reports or submittals
- Retaining Wall Design/Calculations
- Advertising and Distribution of Bid Set Documents
- Construction Staking
- Final Grade Certification
- Title Company, Utility Company, Agency and Processing Fees
- Legal Descriptions and easements
- Wetland Mitigation
- Groundwater Modeling/Mitigation
- Any Subdivision/Plat, Rezoning, Annexation, Special Use Permit, Conditional Use Permit, City Council or Public Hearings, or Neighborhood Meetings
- SWPPP Audits
- Any roadway design or modification work
- Tree mitigation plan or proposed landscaping
- Traffic Control
- Utility locates

FEE ESTIMATE

Based upon the above described scope of services the below provides our estimates fee for performing the scope of services on this project. These fees do not include direct expenses, which are defined below and will be billed in addition to these fees.

Pre-Development Phase	N/A
Due Diligence Phase	N/A
Planning Phase	\$ 3,300.00
Civil Document Phase	\$ 16,000.00
Building Document Phase	N/A
Permitting Phase	\$ 2,600.00
Construction Phase	\$ 2,400.00

TOTAL ESTIMATED CONTRACT FEES	\$ 24,300.00
--------------------------------------	---------------------

BILLING

Galloway bills on the basis of actual hours worked for the services performed per the following Schedule of Hourly Rates. Should the above fee estimate be exceeded, Galloway shall obtain authorization from Client prior to proceeding. Direct costs, including permit fees, will be charged at cost to you without mark-up. Direct expenses include: reproduction, delivery, review fees, postage, telephone charges, etc. Billing is performed monthly and subject to reasonable collection charges including attorney's fees.

It should be noted that these cost estimates are based on our understanding of the project at this date. The Fee Estimate provided is based upon a standard schedule of work for the project; compressed schedules may increase the Fee Estimate. Unforeseen conditions or revisions may require Galloway to revisit our scope of work as documented in this Scope of Services and Fee Estimate. Any services above and beyond the limits and specifications of this contract shall be considered an additional service and billed per our following Schedule of Hourly Rates. This rate schedule may change from time to time at the discretion of Galloway.

2007 FEE SCHEDULE

Principal - \$125.00/hour

Sr. Site Development Coordinator (SDC)/Sr. Engineer/ Sr. Architect - \$110.00/hour

SDC/Engineer/ Architect/ Sr. Landscape Architect - \$95.00/hour

Due Diligence Coordinator/ Landscape Architect - \$75.00/hour

Sr. CADD Technician/Drafter - \$70.00/hour

CADD Technician / Drafter - \$60.00/hour

Administrative Services - \$50.00/hour

This Agreement is binding upon the parties, their heirs, successors and assigns. The parties have read the foregoing and the attached Contractual Conditions, understand completely the terms and conditions set forth and willingly enter into this Agreement. The terms of this contract cover all work performed prior to the execution of this contract.

If you have any comments or require additional information, please feel free to contact me at (303) 770-8884.

Mayor Joe Thomas
Spanish Fork City – Water Main & Pressurized Irrigation extension
August 28, 2007
Page 6 of 9

Sincerely,
GALLOWAY & COMPANY, INC.



Brandon S. McCrary, PE
Project Manager
brandonmccrary@gallowayUS.com



Jon N. Andresen Jr., PE
Principal
jonandresen@gallowayUS.com

ACKNOWLEDGMENT:

Agreed and Accepted this _____ day of _____ 2007.

By: _____

Major Joe Thomas
Spanish Fork City
40 South Main Street
Spanish Fork, UT 84660

ACKNOWLEDGMENT:

Agreed and Accepted this _____ day of _____ 2007.

By: _____

Jon Andresen Jr., PE
Galloway & Company, Inc.
5350 DTC Parkway
Greenwood Village, CO 80111

CONTRACTUAL CONDITIONS

The following conditions are necessary for completion of the work in a timely and orderly manner and within the rates set forth in the Schedule of Hourly Rates of this agreement.

- A. Standard of Care:** Services provided by Galloway under this Agreement will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in this geographic area.

If, due to Galloway's negligence, a required item or component of the Project is omitted from Galloway's construction documents, Galloway shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will Galloway be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.

- B. Subcontractors:** If this agreement calls for work to be organized and/or authorized by Galloway for subcontracted services, the Owner/Client expressly agrees that Galloway is acting as their agent in obtaining the subcontracted services and that the Owner/Client is liable for the subcontractors fees, costs, and expenses under the same terms of this agreement. In addition, the Owner/Client indemnifies Galloway from liability for all errors and omissions caused by such subcontracted work
- C. Reuse of Documents:** All documents prepared by Galloway per this agreement are the property of and owned solely by Galloway and are intended for use as instruments of service with respect to this project. They are not intended to be reused by the Owner/Client or others on extensions of the project or any other project.
- D. Excluded Services:** Services not expressly identified in writing in this Scope of Engineering Services or Additional Services and/or listed in the Exhibits or attachments to this Agreement are excluded from the scope of Galloway's services. Galloway has no responsibility to perform such services.
- E. Additional Services:** The Owner/Client and Galloway agree that there may be circumstances beyond their control, which are unforeseen that may arise during the project. These changes may require changes to the scope of work and fees. The additional work shall be billed per the terms of this agreement.
- F. Construction Monitoring:** If the Owner/Client retains Galloway to provide construction monitoring of specific portions of construction work, Galloway will report its professional opinions and observations to the Owner/Client. Galloway will perform construction monitoring as the agent of the Owner/Client. Galloway

will have no liability for jobsite safety. Galloway acts only as an observer and has no rights or responsibilities to stop work, guarantee completion or quality of work, verify safety precautions or progress on the job.

- G. Insurance:** Galloway represents that it and its staff is protected by worker's compensation insurance and general liability insurance, which Galloway deems adequate. Galloway is not responsible for any loss, damage or liability beyond the amount, limit and conditions of such insurance.
- H. Limitations:** The Owner/Client agrees to limit, hold harmless and defend, Galloway's liability of any kind or nature to all parties involved in the project including contractors and subcontractors arising from Galloway acts, errors, or omissions, such that the total aggregate liability of Galloway to all parties shall not exceed the total of fees paid to Galloway on a specific project for a specific task at a particular location. All claims shall be made against Galloway, the corporation, and not against any director, officer, or employee. In addition, the Owner/Client indemnifies Galloway from liability for all construction that does not conform to Galloway's design documents.
- I. Consequential Damages:** Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, neither the Owner/Client nor Galloway, their respective officers, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner/Client and Galloway shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- J. Unauthorized Changes:** In the event the Owner/Client, the Owner/Client's contractors or subcontractors, or anyone for whom the Owner/Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Galloway without obtaining Galloway's prior written consent, the Owner/Client shall assume full responsibility for the results of such changes. Therefore the Owner/Client agrees to waive any claim against Galloway and to release Galloway from any liability arising directly or indirectly from such changes.

The Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Galloway from any damages liabilities or costs, including reasonable attorney's fees and costs of defense, arising from such changes. In addition, the Owner/Client agrees to include in any contracts for construction

appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to Galloway's construction documents without the prior written approval of Galloway and that further requires the Contractor to indemnify both Galloway and the Owner/Client from any liability or cost arising from such changes made without such proper authorization.

- K. Termination:** This Agreement may be terminated by either party upon seven (7) days' written notice. In the event of termination, all fees due Galloway will be paid for services performed to the termination notice date plus reasonable termination expenses.
- L. Governing Law:** All questions as to the interpretation or enforceability of this Agreement shall be interpreted in accordance with the laws of the state of Colorado. In the event of any litigation involving this Agreement or the performance by the parties thereto, such actions shall be brought in a court of competent jurisdiction in the state of Colorado.

All legal causes of action between the parties of this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. In no event shall any statute of repose or limitation begin to run any later than the date Galloway's services are completed or terminated.

After Recording Return to:

Attention: _____

Space Above This Line For Recorder's Use

ACCESS EASEMENT

THIS ACCESS EASEMENT (this "**Agreement**") is made and entered into this _____ day of _____, 2007 (the "**Effective Date**"), by and between the City of Spanish Fork, a municipal corporation of the State of Utah ("**Grantor**") and Spanish Fork Properties, Inc. a Tennessee corporation ("**Grantee**"). Grantor and Grantee are sometimes referred to hereinafter individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

A. Grantor is the sole Grantor of certain real property located in Utah County, Utah, more particularly described on **Exhibit A** attached hereto and incorporated by this reference herein (the "**Property**").

B. Grantee intends to develop certain real property located adjacent to and in the vicinity of the Property, more particularly described on **Exhibit B** attached hereto and made a part hereof (the "**Benefited Property**").

C. Grantee desires to obtain an easement on, over, under and across the Property for the purposes of obtaining access to and egress from the Benefited Property for purposes of constructing, operating, accessing, and maintaining the Benefited Property by way of a new roadway to be constructed by Grantee on a portion of the Property. Grantor is willing to grant Grantee such an easement on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and agreements of the Parties in this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Recitals.** The Recitals above are hereby incorporated into this Agreement as if fully set forth herein.

2. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, its contractors, agents, employees, invitees, licensees, successors and assigns, for the benefit of the Benefited Property, a perpetual, nonexclusive easement over, across and under Grantor's Property (the "**Easement**") in the location described on **Exhibit C-1** and depicted on **Exhibit C-2** (the "**Easement Area**") for (a) pedestrian and vehicular ingress to and egress from the Benefited Property, and (b) for the installation, use and maintenance of a roadway within the Easement Area (the "**Roadway**").

3. **Payment.** Grantee agrees to pay to Grantor for the Easement and the other rights and privileges granted under this Agreement, the one-time payment set forth in the Supplement to this Agreement.

4. **Maintenance.** The costs of maintenance of the Easement Area and Roadway shall be borne by Grantee. The costs of maintenance of any common utility or communication lines located within the Easement Area, to the extent payable by the user and not the utility provider, shall be paid by Grantee. For purposes of the foregoing, the "cost" of maintenance and repair shall include all reasonable out-of-pocket costs in resurfacing, graveling, maintaining, repairing and reconstructing the Easement Area and Roadway or common utility or communication lines (but will not include snow removal or the value of an owner's time).

5. **Grantor's Use.** Grantor reserves the right to make reasonable use of the Easement Area for Grantor's own use, so long as such use does not interfere with Grantee's use of the Easement Area or the rights and privileges of Grantee granted herein.

6. **Cooperation.** Grantor shall fully support and cooperate with Grantee in connection with the Roadway to be constructed, used and maintained on the Easement Area and the exercise of its rights hereunder, and in carrying out and otherwise giving full force and effect to the purposes and intent of this Agreement, including Grantee's efforts to obtain from any governmental authority (or any other person or entity) any environmental impact review, permit entitlement, approval, authorization or other rights necessary or convenient in connection with the roadway to be constructed, used and maintained on the Easement Area.

7. **Recording.** This Agreement or a memorandum of this Agreement, at Grantee's election, may be recorded in the real property records of Utah County, Utah (the "**Records**") by Grantee, at Grantee's expense.

8. **Default; Remedies.**

8.1 **Default by Parties.** If either Party fails to perform its obligations hereunder (an "**Event of Default**"), then it shall not be in default hereunder unless it fails to cure such Event of Default within sixty (60) days after receiving written notice from the other Party stating with particularity the nature and extent of such Event of Default (a "**Notice of Default**"); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligations(s), then the Party in receipt of a Notice of Default shall not be in

default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

8.2 **Remedies.** Following an Event of Default beyond all applicable cure periods, the non-defaulting Party shall be entitled to any remedy available under applicable law or equity.

9. **Termination.** Grantee reserves the right to terminate this Agreement and the rights granted hereunder at any time, by giving written notice of termination to Grantor. Upon such termination by Grantee, at Grantor's request, Grantee shall record a termination of this Agreement and the Easement in the Records.

10. **Assignment.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, encumber or assign this Agreement or any of the rights granted hereunder, on either an exclusive or nonexclusive basis, or to apportion, grant subeasements, co-easements, separate easements, leases, licenses or similar rights, however denominated (collectively, "**Assignments**"), to one or more persons or entities (each an "**Assignee**"). Any member of a Grantee or other holder of any interests (direct or indirect) in Grantee shall have the right, without Grantor's consent, to transfer any such interests in Grantee to one or more persons or entities.

11. **Estoppel Certificates; Further Amendments.** Grantor shall execute estoppel certificates (certifying as to such factual matters as may be reasonably requested by Grantee, including without limitation that no default then exists under this Agreement, if such be the case) as Grantee, its successors or assigns, may reasonably request at any time and from time to time. Grantor and Grantee shall cooperate in (i) amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee or Grantor, and (ii) executing any documents which may reasonably be required by Grantee, to implement the provisions contained in the Agreement. Grantor shall request all of Grantor's mortgagees to execute a commercially reasonable agreement of nondisturbance with respect to this Agreement and Grantee's interest in the Easement Area.

12. **Hazardous Substances; Indemnities.**

12.1 **Representations and Indemnity by Grantor.** Grantor represents that, to its best knowledge (a) no substance, material or waste which is now or at the time of discharge classified as hazardous or toxic, or which was or is regulated under federal, state or local laws or regulations ("**Hazardous Materials**") has been deposited on the Easement Area in the past, (b) there are no ongoing activities which might result in such deposits, and (c) no Hazardous Materials, as defined as of the Effective Date, are existing on or under the Easement Area. Grantor warrants not to engage in any deposit of Hazardous Materials, as defined as of the Effective Date, on the Easement Area. Further, Grantor shall not violate, and, to the extent permitted by law, shall indemnify Grantee for, from and against any violation (past, present or future) by Grantor or Grantor's agents or contractors of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Material or

any other substance, material or waste which is regulated under current or future federal, state or local laws or regulations, on or under the Easement Area.

12.2 **Representations and Indemnity by Grantee.** Grantee shall not violate, and shall indemnify Grantor against, any violation by Grantee or Grantee's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, or transportation of any Hazardous Materials on or under the Easement Area.

13. **Notices.** Any notice to be given hereunder or which either Party wishes to give to the other shall be in writing and may be delivered personally to the other or given by mailing by depositing the same in the U.S. Mail, with all postage and certification charges thereon prepaid, in a sealed envelope and sent by registered or certified mail with return receipt requested, addressed as follows (or to such other address as either Party shall hereafter specify by written notice to the other):

If to Grantor: _____

If to Grantee: _____

Any notice shall be deemed delivered three (3) days after deposit in the mail in accordance with the foregoing provision.

14. **Attorneys' Fees.** If any event or dispute arising out of or relating to this Agreement and resulting in litigation or arbitration between or affecting the Parties hereto, the prevailing Party shall be entitled to reasonable attorneys' fees and costs.

15. **Waiver.** The waiver of any covenant, condition, or agreement contained herein shall not vitiate this Agreement or the Easement or any of the terms, covenants, conditions or provisions herein. The waiver of the time for performing any act shall not constitute a waiver of the time for performing any other act or any identical act required to be performed at a later time.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between Grantor and Grantee and no promises or representations, express or implied, either written or oral, not herein set forth shall be binding upon or inure to the benefit of Grantor and Grantee. This Agreement shall not be modified by any oral agreement, either express or implied, and all modifications hereof shall be in writing and signed by both Grantor and Grantee and shall be binding upon and inure to the benefit of Grantor and Grantee, their heirs, successors, administrators and assigns.

17. **Severability; Binding Effect.** The enforceability, invalidity, or illegality of any provisions of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and the assigns of the respective Parties hereto. Upon transfer of Grantor's interest in Grantor's Property, or the interest of Grantee in this Agreement, the transferring Party shall be deemed released from further obligation or liability hereunder as to matters first arising after such transfer.

18. **Construction of Agreement.** The rule of strict construction shall not apply to the Easement or to the covenants set forth herein. This Agreement shall be given a reasonable construction so that the intention of the Parties to create reasonably usable benefits and reasonably enforceable obligations is carried out. This Agreement covers all of the agreements and stipulations between Grantor and Grantee and no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement.

19. **Overburdening.** Grantor hereby agrees that (i) no use of or improvement to the Easement Area and (ii) no apportionment, assignment or granting of a subeasement with respect to the Easement shall, separately or in the aggregate, constitute an overburdening of the Easement.

20. **Covenants Running With the Land.** The Parties hereby agree that all of the covenants and agreements contained in this Agreement touch and concern the real property described as the "Property" in this Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Easement Area and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Easement or the Easement Area (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Grantee and its respective heirs, administrators, executors, legal representatives, successors and assigns, and the Benefited Property. To the extent any of the provisions of the Agreement are not enforceable as covenants running with the land or the status of such as appurtenant rights extinguished, the Parties agree that they shall be enforceable as assignable and alienable easements in gross.

21. **Governing Law.** The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Utah, without regard to its conflicts of law principles.

22. **Further Acts and Assurances.** Each Party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement.

23. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

GRANTOR:

CITY OF SPANISH FORK, UTAH

By: _____

Printed Name: _____

Title: _____

GRANTEE:

SPANISH FORK PROPERTIES, INC.

By: _____

Printed Name: _____

Title: _____

STATE OF UTAH)
) ss.
County of _____)

On _____, 2007, before me personally appeared _____, to me known to be the _____ of the City of Spanish Fork., a Utah municipal corporation, that said instrument was signed on behalf of the corporation.

Signature: _____

Name (Print): _____

NOTARY PUBLIC in and for the State
of Utah, residing at _____
My appointment expires: _____

STATE OF UTAH)
) ss.
County of _____)

On _____, 2007, before me personally appeared _____, to me known to be the _____ of Spanish Fork Properties, Inc., a Tennessee corporation, that said instrument was signed on behalf of the company.

Signature: _____

Name (Print): _____

NOTARY PUBLIC in and for the State
of Utah, residing at _____
My appointment expires: _____

EXHIBIT A

(Legal Description of the Property)

[to follow]

EXHIBIT B
(Benefited Property)

EXHIBIT C-1

(Legal Description of Easement Area)

ACCESS EASEMENT ACROSS SPANISH FORK PROPERTY

BEGINNING AT A POINT WHICH IS NORTH 89°57'04" EAST 731.98 FEET ALONG THE SECTION LINE AND SOUTH 524.84 FEET FROM THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 3 EAST SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 44°39'16" EAST 17.65 FEET; THENCE ON A 215.00 FOOT RADIUS CURVE TO THE RIGHT 76.87 FEET, HAVING A CENTRAL ANGLE OF 20°29'11" AND WHOSE LONG CHORD BEARS SOUTH 34°24'41" EAST 76.47 FEET; THENCE SOUTH 24°10'05" EAST 138.85 FEET; THENCE SOUTH 57°03'36" WEST 30.36 FEET; THENCE NORTH 24°10'05" WEST 143.47 FEET; THENCE ON A 185.00 FOOT RADIUS CURVE TO THE LEFT 66.15 FEET, HAVING A CENTRAL ANGLE OF 20°29'11" AND WHOSE LONG CHORD BEARS NORTH 34°24'41" WEST 65.80 FEET; THENCE NORTH 44°39'16" WEST 17.65 FEET; THENCE NORTH 45°20'44" EAST 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.16 ACRES

EXHIBIT C-2

(Diagram of Easement Area)

SUPPLEMENT TO EASEMENT AGREEMENT

(Payment)

Payment due on the Effective Date from Grantee to Grantor pursuant to Section 3 of the Agreement:

One-Time Payment: \$1.00

CONTRACT

COMES NOW, Spanish Fork City (City) and the owners of seven properties along 1000 North Street and Depot Road in Spanish Fork (collectively, Owners), and hereby contract, covenant, and agree as follows:

Recitals

1. Owners own or otherwise have interests in properties along 1000 North Street or Depot Road in Spanish Fork; and
2. All of the properties receive culinary services from private wells; and
3. Many of the wells are dry or are having difficulties providing the amount of water needed to adequately service the properties; and
4. A development company known as Sage Contracting has an option on property to the west these properties and plans on developing the same; and
5. When the development process is approved, Sage Contracting will run a city culinary water line down 1000 North, in front of Owners' properties; and
6. The development approval process has begun, but can be a lengthy process; and
7. Owners are anxious to connect to city water supplies, even prior to development approval, if possible; and
8. Sage Contracting is willing to start the water line prior to development approval if City is willing to pay for the cost of the water line if the development is not approved; and
9. City is willing to guarantee it will pay for the cost of the water line if development is not approved, if Owners will reimburse City for the cost of the line;

Agreement

NOW THEREFORE, the parties hereto agree as follows:

1. City agrees to reimburse Sage Contracting, the cost of a culinary water line in 1000 North Street and in Depot Road, if the Sage Contracting development on the Rigtrup parcel is not approved.
2. In consideration for the guarantee, Owners agree to reimburse City for the cost of the culinary water line, if development is not approved.
3. Owners agree to reimburse the pro-rata costs of the water line, based upon the actual cost of the line, divided by the amount of frontage of each parcel.
4. In the event approval is not granted, and the reimbursement requirements of this agreement become operative, each Owner shall sign a promissory note, specifying the exact amount to be repaid and the terms of repayment.
5. The parcels which will receive the benefit of the City culinary water line, and the Owners responsible for the pro-rata share of the costs, are as follows:

Property Address

Owner

5851 Depot Road	Chad & Katherine Beck
5815 Depot Road	Brent & Diane Dunstan
510 W. 1000 N.	Erlynn Morrill
450 W. 1000 N.	Mark Binks
420 W. 1000 N.	Keith Lockhart
480 W. 1000 N.	Christopher Wilson
5851 Depot Road	Gerald L. Hill Family Trust

6. Nothing in this agreement is implied to mean that City and Owners have become a partnership or joint venture in the project.
7. This document represents the entire agreement between the parties. All prior negotiations, representations, or understandings are merged herein and superceded hereby.
8. In the event of a breach of this agreement, the City shall be entitled to recover its costs and attorney's fees incurred in enforcing the same.

DATED this _____ day of August, 2007.

SPANISH FORK CITY by:

JOE L THOMAS, Mayor

ATTEST:

KENT R. CLARK, City Recorder

CHAD BECK

KATHERINE BECK

BRENT DUNSTAN

DIANE DUNSTAN

ERLYNN MORRILL

KEITH LOCKHART

MARK BINKS

CHRISTOPHER WILSON

THE GERALD L. HILL FAMILY TRUST by:

GERALD L. HILL, Trustee

Memo

To: Mayor & City Council
From: Richard Heap, Public Works Director/City Engineer
Date: August 29, 2007
Re: 1000 North, 600 East and Chappel Drive Utility Project

Staff Report

The City currently has budgeted to replace and/or extend much of the water and pressurized irrigation lines in the 1000 North 600 East area. Part of this project includes placing 3 casings through the intersection of Chappel Drive and U.S. 6. These casings are typically placed using jack and bore methods which are very costly.

Our engineering office met with U.D.O.T. and received permission to have the 3 casings placed by a much less expensive open trench method if done simultaneously with the intersection rebuild to be constructed with the North Park development.

It is our recommendation that this would best be accomplished if the work was bid with the utility work for North Park and constructed by the same contractor. We met with the developers of North Park and their engineer, Galloway Engineering and they agreed to work with the city to complete the project.

This contract is with Galloway Engineering to pay for services to add the design of these utilities to the utility plans for North Park. Their anticipated fee of \$24,300 represents about 6% of the project cost. Typically engineering design costs range from 5% to 10% of project costs.

We recommend that the council approve this contract with Galloway Engineering to design the 1000 North, 600 East and Chappel Drive Utility Project.

Attached: Contract Documents

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



Agenda Date:	September 4, 2007
Staff Contacts:	Dale Robinson, Kelly Peterson, Bart Morrill
Reviewed By:	Dave Oyler
Subject:	Bid for new lights on Dons' Field

Background Discussion:

We received two bids for demolition and installation of a new lighting system on Dons' Field. Selectric submitted a bid for \$245,000 and Wilkinson Electric bid \$223,720. As the bid documents were prepared we consulted with Kelly Peterson who discovered other issues that needed to be addressed. In order to meet the standard of safety we need significantly more fixtures which require an increase in voltage. It is recommended that we replace the 20 year old existing wire in this system which will eventually fail as a result of this increased load. This additional work is reflected in the bid amounts and is estimated to be \$25,000. Kelly also recommended that we purchase another transformer with a higher voltage to handle this system. The existing one is carrying the load of the snack shack building and the Jaycee field lights and does not have sufficient capacity to carry the new lights as well. The estimate for our power department to purchase and install a new transformer and make all necessary connections is \$33,985.

Budgetary Impact:

The amount budgeted for this project is \$185,000. With the low bid from Wilkinson Electric and the recommendations from the power department the cost is now \$257,705. That would require a budget increase of \$72,705.

Alternatives:

Reject all bids and cancel the project.

Recommendation:

Approve the bid from Wilkinson Electric for \$223,720 and have the power department make the necessary changes to support the system as recommended.

Attachments:

None

Cell Site No. SLKCUT4071
Cell Site Name: Spanish Fork Canyon
Fixed Asset No. 10115098
Market: Utah
Address: T9S R3E S12

FIRST AMENDMENT TO UTAH OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO UTAH OPTION AND LEASE AGREEMENT ("Amendment"), dated as of the latter of the signature dates below, is by and between Spanish Fork City, a Municipal Corporation, having a mailing address of 40 S Main street, Spanish Fork, Utah 84660 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of **6100 Atlantic Boulevard, Norcross, Georgia 30071** (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into a Utah Option and Lease Agreement dated October 30, 2006, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at Township 9S, Range 3E, Section 12, in the County of Utah, Parcel # 290550008, State of Utah ("Agreement"); and

WHEREAS, Landlord and Tenant desire to modify the Rent; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Paragraph 4 (a) of the Agreement is deleted in its entirety and replaced with Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay the Landlord a monthly rental payment of Five Hundred and No/100 Dollars (\$500.00) ("Rent"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated.

The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

2. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

3. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

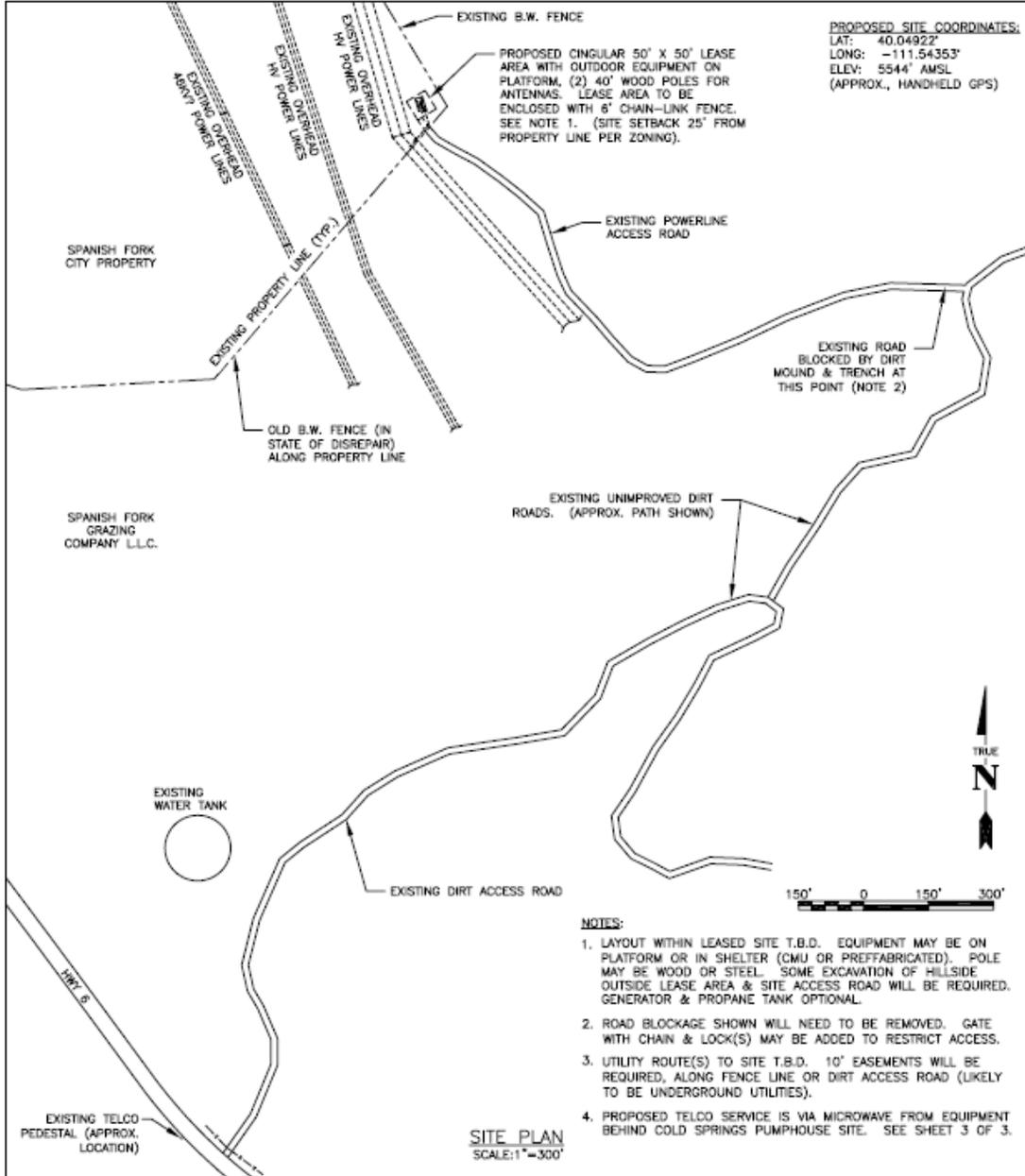
LANDLORD:
Spanish Fork City, a Municipal Corporation
By: _____
Name: _____
Title: Mayor
Date: _____

TENANT:
New Cingular Wireless PCS, LLC,
A Delaware limited liability company
By: _____
Name: Dennis Neal
Title: Real Estate & Constr. Manager
Date: _____

EXHIBIT A

Page 1 of 2

LEASEHOLD PROPERTY



Wasatch Electric <i>A Division of Dynalectric</i> <i>An EMCOR Company</i> <small>874 SOUTH WEST TEMPLE SALT LAKE CITY, UTAH ONE 801-488-7400 FAX 801-487-8388</small>	cingular <small>WIRELESS</small> CINGULAR WIRELESS SERVICES, INC. <small>4263 S. RIVERGATE ROAD TAYLORSVILLE, UT 84123</small>	PROJECT ADDRESS: SPANISH FORK CANYON (AT COLD SPRINGS PUMPHOUSE) HIGHWAY 6, UTAH COUNTY, UT	LEASE EXHIBIT B
		PROPERTY OWNER: CITY OF SPANISH FORK SPANISH FORK, UT	SITE NAME: SPANISH FORK CANYON (MID POLE) SITE NUMBER: SLKCU4071
		REVISION NO.: 3 DATE ISSUED: 5/22/06 SCALE: AS NOTED	SHEET NO.: 1 OF 3

EXHIBIT A

Page 2 of 2
LEASEHOLD PROPERTY

HILLSIDE LEASE PARCEL DESCRIPTION

A parcel of land being part of an entire tract of land conveyed to Spanish Fork City, a Municipal Corporation of the State of Utah, Deed recorded as Entry No. 4341 in Book 401 at Page 210 of the Official Records of the Utah County Recorder and situate in the Northeast Quarter of Section 12, Township 9 South, Range 3 East, Salt Lake Base and Meridian, Utah County, Utah. The boundaries of said parcel are described as follows, to wit:

Beginning at a point which is 1312.70 feet NORTH and 1706.74 WEST from the East Quarter Corner of said Section 12 and running thence S.58°08'17"W 50.00 feet; thence N.31°51'43"W 50.00 feet; thence N.58°08'17"E 50.00 feet; thence S.31°51'43"E 50.00 feet to the point of beginning. The above-described part of an entire tract contains 2500 square feet or 0.057 acre.

NOTE: Bearings are Utah State Plane Central Zone Grid.

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once it is received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

MEMO

To: Mayor and Council
From: S. Junior Baker
Re: Political Sign Ordinance
Date: 30 Aug 2007

Following the direction of the City Council given at the council meeting on August 21, Dave Oyler, Dave Anderson, Kent Clark, Steve Leifson, and myself met to discuss the political sign ordinance. Based upon that meeting, we have prepared the proposed ordinance for your consideration at the meeting on September 4. This ordinance allows eight locations where signs can be posted, but leaves the designation of the exact location for each election year to staff. Since "staff" is ambiguous, I identified the same staff individuals who initially met, at the direction of the Council. We have tried to identify areas in various parts of the City which receive a high volume of traffic.

The eight proposed locations for this year are as follows:

- Spanish Fork City Library, fronting Main Street
- The Sports Park, posted on the outfield fencing across the street from Riverview Elementary School.
- The Canyon Elementary retention basin, on the fencing along 1700 East.
- The Police Station, between the sidewalk and the parking lot, facing Main Street. 1100 East and Center Street.
- 2550 East and Highway 6
- The Sunnyridge storm drain basin along 400 North (approximately 1280 East)
- The island located at 700 East and 300 South.

ORDINANCE NO. 15-07

ROLL CALL

VOTING	YES	NO
MAYOR JOE L THOMAS <i>(votes only in case of tie)</i>		
G. WAYNE ANDERSEN <i>Councilmember</i>		
MATTHEW D. BARBER <i>Councilmember</i>		
STEVE LEIFSON <i>Councilmember</i>		
SETH V. SORENSEN <i>Councilmember</i>		
CHRIS C. WADSWORTH <i>Councilmember</i>		

I MOVE this ordinance be adopted: _____

I SECOND the foregoing motion: _____

ORDINANCE No. 15-07

**AN ORDINANCE AMENDING SIGN REQUIREMENTS
CONCERNING POLITICAL SIGNS**

WHEREAS, Spanish Fork City has adopted a sign ordinance which regulates signs,
including political signs; and

WHEREAS, the City finds a need to make information more readily available concerning
candidates for local office (city council and mayor); and

WHEREAS, the City can be of assistance in making information more readily available,
while remaining neutral about the qualifications and platforms of each candidate ;

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

I.

Spanish Fork Municipal Code §5.36.050(7) is hereby amended by repealing subparagraph c and deleting the reference to political signs in the heading as follows:

- 7. Non-commercial Signs.
 - a. and b. [no change]
 - c. repealed

II.

Spanish Fork Municipal Code §5.36.050(8) is hereby created, to be entitled “Political Signs” and shall read as follows:

- 8. Political Signs.
 - a. In agricultural, residential, and residence office zoning districts, political signs shall have a maximum area of six (6) square feet and a maximum height of five (5) feet.
 - b. In commercial office, commercial, and industrial zoning districts, political signs shall have a maximum area of thirty-two (32) square feet and a maximum height of eight (8) feet.
 - c. During odd numbered years when a municipal election is being held, Spanish Fork City will designate eight (8) locations of City owned property within the City limits where City Council and Mayoral candidates may post signs, in accordance with the following rules and regulations:
 - i. The city manager, city elections officer, city attorney, and city planner are authorized to designate the eight (8) locations during each municipal election year, and notify the Council of their selections. The Council may modify the locations, if they choose.
 - ii. The building and grounds department shall designate the exact locations on the property where signs may be posted, in order to minimize damage to landscaping, sprinklers, and to minimize maintenance requirements. Where feasible, hanging signs on fencing is the preferred method of posting signs.
 - iii. Each council or mayoral candidate may post one sign at each designated location.
 - iv. Signs may not exceed twenty-four inches by eighteen inches (24" x 18"). Signs are to be of a flat surface. No banners, flags, balloons, flyers, or other materials may be used which create anything other than a flat surface. Signs posted in the ground shall be a maximum distance from the ground to the bottom of the sign of three feet. Signs posted on fences are to be placed at a uniform height, as designated by the City.
 - v. Signs may be posted 30 days prior to a primary or general election, and must be removed within two days following the election. Signs not removed in a timely manner will be disposed of by the City. Signs may not be posted more than 30 days prior to the applicable election.
 - vi. Candidates may place their signs, in the designated areas, on a first come, first served basis. Grounds crews may remove the signs, on a temporary basis, for mowing or other maintenance reasons. They shall not be required to place them back in the same location. The City shall not be responsible for lost or damaged signs.
 - vii. No sign may disparage other candidates, but may only be used to present that

candidate's views on the election issues. The City is not responsible for the content on the signs. No candidate is to interfere with the other signs.

d. Signs identifying a location as a polling place may be placed ten (10) days prior to an election. Such signs shall not support a candidate or cause, but merely identify the polling place and provide other general information about the upcoming election. If the polling place is not on City property, permission from the property owner must be obtained prior to posting the sign. The property owner may designate the location to place such a sign in order to avoid damage to landscaping, sprinklers, or for ease of maintenance of the grounds.

e. A violation of this section is a class C misdemeanor.

III.

In order to accommodate the current election, and to protect the health, safety, and welfare of the residents of the City, this ordinance shall be effective immediately upon publication.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this 4th day of September, 2007.

JOE L THOMAS, Mayor

ATTEST:

KENT R. CLARK, City Recorder