



ADDENDUM 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 December 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. [Christensen General Plan Amendment \(Continued\)](#)

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 – November 20, 2007](#)
- b. [Renewal Agreement Sci-Fi Channel](#)
- c. [Ordinance Revision – Flood Plain Manager](#)

6. NEW BUSINESS:

- a. [Eagle Scout Project – Dave Smiley](#)
- b. [Workers Compensation Insurance Coverage Bid](#)
- c. [Amended Lease Agreement with Simmons Outdoor Media](#)
- d. [Community Movie Program](#)

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.

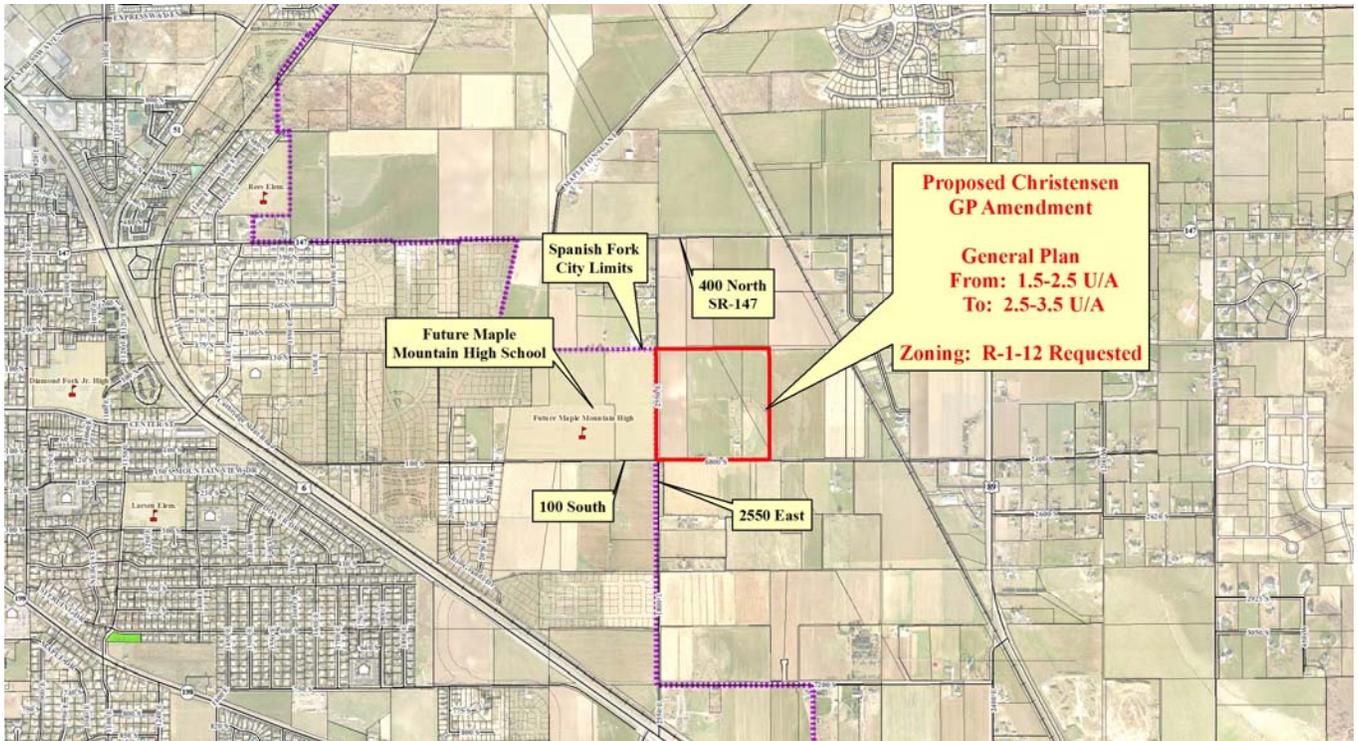


SPANISH FORK CITY
Staff Report to the City Council

Agenda Date:	November 20, 2007
Staff Contacts:	Dave Anderson, Planning Director
Reviewed By:	the Development Review Committee
Subject:	Christensen General Plan Amendment

Background Discussion:

The applicant, Kimberly Dewey, is proposing to change the General Plan for several properties that are included in an Annexation that the City is currently reviewing. The General Plan designation for the subject property is Residential 1.5 to 2.5 units per acre. The applicant has requested that the General Plan be changed to Residential 2.5 to 3.5 units per acre. The subject property is located at 200 North 2600 East.



Staff understands that the applicant would like to change the General Plan so as to be able to develop an R-1-12 standard subdivision when the property is annexed. The current General Plan designation would require that the property be zoned R-1-15 or a less dense zone.

At present, 2550 East is the boundary between properties that are General Planned for R-1-12 and R-1-15 zoning. In short, staff believes the current arrangement of the General Plan is the ideal for the area. In staff's view, it would be a mistake to amend the General Plan so as to have one sprawling area of homogenous development. In its current form, the General Plan encourages development east of 2550 East that would be more like the Old Mill Estates development than Sunny Ridge or Maple Mountain.

Keeping the current arrangement would facilitate some additional level of diversity in the area. Relative to the diversity that would be created with larger lots, staff believes it is essential to maintain a healthy inventory of land uses. Just as staff has argued in other parts of the City that higher densities are appropriate, staff believes this area is appropriate for a lower, albeit slightly lower, density. The basic concept of having higher density or intensity uses at the core of a community, with lower and lower intensities radiating from that core, seems to be the fundamental basis for the City's General Plan. Also, the development that is occurring in Mapleton City, in close proximity to the subject property is generally comprised of one-half to full acre lots.

With all of that said, staff would like to be clear in stating its willingness to help the applicant in preparing development plans that will meet their expectations. This particular applicant has stated a desire to have a development approved with 2.4 units per acre. 2.4 units per acre is a density that is achieved with relative ease if the applicant were to submit to have a Master Planned Development approved. That is to say that the City could leave the current General Plan designation in place, assign R-1-15 zoning to the property upon annexation and ultimately approve a Master Planned Development for the property at a density of 2.4 units per acre. As the base density in the R-1-15 zone is 2.15 units per acre, the upgrades an applicant would need to provide to achieve a density of 2.4 units per acre would be relatively light.

The Development Review Committee:

The Development Review Committee reviewed this proposal in their October 31, 2007 meeting and recommended that it be denied.

The Planning Commission:

The Planning Commission reviewed this request in their November 7 meeting and recommended that it be denied. Draft minutes from that meeting read as follows:

Christensen General Plan Amendment

Applicant: Kimberly Dewey
General Plan: Residential 1.5 to 2.5 Units Per Acre existing
Residential 2.5 to 3.5 Units Per Acre proposed
Zoning: R-1-12 requested
Location: approximately 200 North 2600 East

Mr. Anderson explained where the cut off for the higher density residential housing was so as not to have a homogenous area. He expressed the importance of maintaining consistency with the current general plan.

Kimberly Dewey

Ms. Dewey agreed with the comments and feels the City should not have a homogenous area but asked the Commissioners to take into consideration some unique factors with this particular proposal: explained the power lines, 2550 East collector road and a high power City power line. She feels that the property continues to shrink

in size and does not feel that people would want to live in a half million dollar home by high power lines and two major collector roads. She then explained what she felt would be financial feasible.

Ms. Stoors asked Ms. Dewey what she felt the smallest lot size would be.

Ms. Dewey replied 8,000 square feet.

Discussion was held regarding the easement for the Rocky Mountain power line, collector road size, a master planned development for the proposal and what the lot sizes would be, and the trail system in the area.

Commissioner Lewis feels that there are some issues worth supporting but would not support 8,000 square foot lots.

Discussion was held regarding the railroad crossing, time-frame for preliminary plat approval, size of the dwelling and cost of the homes, size of the 2550 East collector road, and possible number of lots.

Mr. Anderson explained that up until today he understood that Ms. Dewey would be doing 2.4 units per acre.

Sharon Stoors

Ms. Stoors feels that their property will be devalued if the lot sizes are smaller.

Commissioner Christianson feels that if they grant this proposal higher density than what will happen will the next person want even more. He agrees with staff's recommendation on this.

Commissioner Marshall recognizes there are extenuating circumstances in the area but still feels that a lower density is best.

Commissioner Christianson **moved** to recommend **denial** of the proposed General Plan Amendment at approximately 200 North and 2600 East, changing the General Plan from Residential 1.5 units per 2.5 acre to Residential 2.5 to 3.5 units per acre based on the following findings:

Findings

1. That the current General Plan designation encourages the most functional pattern of land uses on the northeast bench.
2. That the applicant can essentially accomplish their ultimate goal without changing the General Plan.

Commissioner Marshall **seconded** and the motion **passed** by a roll call vote. Commissioner Lewis voted nay. He feels with the extenuating circumstances due to the railroad tracks, the proposed power line on 2550 East and increased road width on both collector roads he is willing to reduce the lot size to 12,000 square foot lots.

Budgetary Impact:

This change would allow for the development of considerably more homes on the subject property but likely would not result in any significant impact on the City's budget.

Alternatives:

The City maintains considerable discretion with respect to approving or denying General Plan Amendments. The Council may opt to approve or deny the proposed request or consider some alternate action.

Recommendation:

Staff recommends that the City Council deny the proposed General Plan Amendment at approximately 200 North and 2600 East, changing the General Plan from Residential 1.5 units per 2.5 acre to Residential 2.5 to 3.5 units per acre based on the following findings:

Findings:

1. That the current General Plan designation encourages the most functional pattern of land uses on the northeast bench.
2. That the applicant can essentially accomplish their ultimate goal without changing the General Plan.

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Tentative Minutes
Spanish Fork City Council Meeting
November 20, 2007

Elected Officials Present: Mayor Pro Tem Matthew D. Barber, G. Wayne Andersen, Steven M. Leifson, and Chris C. Wadsworth

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

Citizens Present: Hailey Robbins, Moriahm Rodriguez, Ray Swenson, Carol Swenson, Kimberly Dewey, Jens Nielson, Richard Davis, Gloria Christensen, Jerry Christensen, Anne Brierley, Joseph Brierly, Troy Christensen, Heather Campbell, Jamie Evans, Heather Anderson, Jed Morley, Mecacla Anderson, Terena Anderson, Stacy Tanner, Jeff Heaps, Gary Larsen, Nick Anderson, Gentry Houghton, Layne Moody, Sam Golightly, Roger Harris, Rodney Dart

CALL TO ORDER, PLEDGE:

Mayor Pro Tem Barber called the meeting to order at 6:00 p.m.

Haleigh, Evan and Mickelson Barber led in the pledge of allegiance.

PUBLIC COMMENTS:

Don Thomas explained about the autopulse system purchased with a grant. He explained the machine takes the place of one individual.

Diane Woolford

Ms. Woolford is standing here today because of the system, on September 22nd she went into full cardiac arrest. She was the first one to use the system, and because of the outcome her husband and her would like to do a fundraiser and purchase another system. She would like the Council to match the funds she earns to purchase the equipment.

Councilman Andersen does not see a problem with the city participating.

Ms. Woolford does not feel it is fair for one person to have use of the system and not the other she would like to have both ambulances equipped.

Mayor Pro Tem Barber is a firm believer this equipment is the key to Diane being here today, and he fully supports it.

COUNCIL COMMENTS:

Councilman Andersen has concern with the Sunday article in the paper he does not know that it represents what is really happening. He then read the article, and noted the Chamber of Commerce is the one that put the book together. He pointed out that as a Council they have not sat down and discussed any of the items in the article. He wanted to make sure it is clarified that the items discussed are not set in stone. The item of being able to borrow money from the city

50 has never been discussed and he does not feel it is the place of the city to play the part of a
51 banker. He feels responsible to clarify these items.

52
53 Councilman Wadsworth encourages all to support the Festival of Lights which runs
54 Thanksgiving through New Years every night.

55
56 Mr. Perrins explained this year there will be new hay rides by reservation for the Festival of
57 Lights. This is the 15th year of the Festival of Lights and there will be free things on certain
58 nights.

59
60 *Councilman Leifson arrived at 6:18 p.m.*

61
62 Councilman Wadsworth encourages all to think of the blessings we have being Americans and to
63 count our blessings.

64
65 Mayor Pro Tem Barber reported regarding the announcement at the East Bay development, the
66 North Park development is still taking place and the stores that will be there he feels the citizens
67 will be very happy with, the project is still moving forward.

68
69 **PUBLIC HEARING:**

70
71 Councilman Andersen made a **Motion** to move to public hearing at 6:22 p.m. Councilman
72 Wadsworth **Seconded** and the motion **Passed** all in favor.

73
74 **Maria Christina Dominquez Zone Change Request**

75
76 Mr. Anderson explained the request is for a zone change not a site plan. The applicant is
77 requesting to change the zoning from R-1-6 to commercial 2. The DRC and Planning
78 Commission recommend denial.

79
80 This item was opened for public comment.

81
82 Gloria Christensen

83 Ms. Christensen lives across the street and also has a home occupation, she requests denial.

84
85 Joseph Brierly

86 Mr. Brierly lives across the street and asked that it be denied, he noted they know in the future it
87 could go commercial but not yet.

88
89 Troy Christensen

90 Mr. Christensen is the neighbor to the east and requests denial.

91
92 Councilman Wadsworth feels this is straight forward and based on the findings of Planning
93 Commission should be denied.

94
95 Councilman Wadsworth made a **Motion** to deny the proposed Maria Cristina Dominquez Zone
96 Change request, changing the zoning at approximately 630 East 800 North from R-1-6 to
97 Commercial 2, based on the following findings:

98 **Findings:**

99 1. That the proposed Zone Change is not consistent with the General Plan.

- 100 2. That the proposed Zone Change would establish incompatible uses on adjacent properties.
101 3. That the subject property is not sufficiently sized to accommodate a functional commercial
102 development.
103 Councilman Andersen **Seconded** and the motion **Passed** all in favor.

104

105 **Spanish Fields Business Park Plat Approval Request**

106

107 Mr. Anderson explained the property is located on Chappel Drive and 1100 East. The
108 development would connect Chappel Drive and 1100 East. Due to future road use and expansion
109 staff recommends requiring an additional 15 feet from the subject property. Wetlands were also a
110 concern if they apply, the areas are to be identified as unbuildable on the final plat. The DRC and
111 Planning Commission recommend approval with the conditions.

112

113 This item was opened for public comment.

114

115 Kent Barber

116 Mr. Barber said they have submitted all their information to the Army Core of Engineers.

117

118 Mayor Pro Tem Barber noted the developer is his cousin.

119

120 Jamie Evans

121 Mr. Evans asked how big the lots are going to be.

122

123 Mr. Anderson stated they are on one acre lots.

124

125 Councilman Leifson made a **Motion** to approve the proposed Preliminary Plat for the Spanish
126 Fields Business Park subdivision based on the following finding and subject to the following
127 conditions:

128 **Finding:**

129 1. That the proposed plat does conform to the City's requirements for subdivisions in the
130 Industrial 1 zone.

131 **Conditions:**

132 1. That the applicant address redlines provided by the City and submit 3 corrected copies of the
133 plat for the City's files.

134 2. That the applicant make any necessary adjustments to the right-of-way widths on his submittal
135 for Final Plat approval.

136 3. That the applicant have the wetland issues reviewed and approved by the Corps of Engineers
137 and any unmitigated wetland areas be identified as unbuildable area on the Final Plat.

138 Councilman Andersen **Seconded** and the motion **Passed** all in favor.

139

140 **Christensen General Plan Amendment**

141 **Envision General Plan Amendment**

142

143 Mr. Anderson explained he would like to discuss both these agenda items together.

144

145 These items were opened for public comment. There was no comment made.

146

147 Kimberley Dewey

148 Ms. Dewey represents the party's developing the area. She understands the idea of urban sprawl,
149 but she noted they should be considered.

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Points of Support for the Christensen General Plan Map Amendment

We are convinced that the current density of 1.5-2.5 U/A set forth in the General Plan will not meet the needs of the developers and the projected future homeowners that will want to reside in that area. This is primarily due to the following facts:

- 1. Plans for 2550 E.: (the road DIRECTLY WEST of the proposed area) to be turned into a high capacity, major collector road.*
- 2. Plans for 100 S.: (the road DIRECTLY SOUTH of the proposed area) to be turned into a high-capacity collector road.*
- 3. Rocky Mountain Electric High Power Utility Lines that run through the area (DIRECTLY EAST of the proposed area).*
- 4. Additional Traffic brought to the immediate area by the High School parking lot (located DIRECTLY WEST of the proposed area).*
- 5. Possibility of a 3-acre substation (for DIRECTLY SOUTH of proposed area) one of only two sites proposed by City Planner.*
- 6. Very high-likelihood of commercial development to the NORTH of the proposed area (as talked about by City Planner and DRC).*
- 7. Possibility of 120k Spanish Fork City electric lines with 80 foot tall, wooden poles (proposed by DRC to run DIRECTLY WEST of proposed area)*
- 8. All areas directly to the West of proposed area are zoned 2.5-3.5.*
- 9. Additional demands proposed by DRC as conditions of annexation (re: additional road right of ways, trail right of ways, utility right of ways, that the city recently “discovered” it might need), that may have the effect of making the development if subdivision cost prohibitive.*

We believe that this change is absolutely necessary to allow us the latitude to create a Master Planned Development Concept Plan that is economically feasible for the developer, while still creating a subdivision that is attractive and copasetic with the areas surroundings.

We strongly believe that there is enough unique circumstances to warrant this proposed.

We don't want to exceed the areas utility limitation of density 2.7-2.8 for the Northeast Bench area (density limitation as stated by Richard Heap.)

We would like to point out that both the Planning Commission and City Council will have ample opportunity to provide feedback, limitations, and conditions during the Preliminary Plat approval process for our subdivision plan.

However, after hearing the above arguments in support of the General Plan amendment, if the City Council is not convinced of its necessity, we ask the City Council to consider the following alternatives:

- 1. We would be willing to bring back the easterly lines of our proposed area to match to the line of Rocky Mountain Power utility lines.*
- 2. City Council could table its decision on this matter pending the final outcome of the DRC on the unresolved issues listed above.*

They are concerned it will not be economically feasible to develop.

Councilman Wadsworth asked regarding the trail that will impact the property.

200
201 Mr. Anderson explained there will be a trail that will run through the Rocky Mountain Power
202 corridor. He mentioned he is concerned about adjusting the 2550 East general plan line.
203
204 Councilmember Andersen noted the sewer capacity issue and that they need to keep that in mind
205 when dealing with anything on the East Bench.
206
207 Ms. Dewey explained that the Council should consider each request based on the circumstances.
208
209 Councilman Leifson asked if they table this item and wait for more information would it change
210 the outlook.
211
212 Mr. Anderson stated with what is going on in the area and the discussions they have had he does
213 not see the recommendation changing.
214
215 Mr. Baker suggested the Council do a General Plan review for the bench area and spread out the
216 density.
217
218 Mayor Pro Tem Barber is trying to consider the long term planning of the entire area.
219
220 Councilman Andersen said when they look at the entire area they will have to be careful or they
221 will not have enough sewer capacity.
222
223 Councilman Andersen feels ok to decide tonight because he has been working with the sewer.
224
225 Mayor Pro Tem Barber is fine to look at the information again and see if it has an affect on this
226 property.
227
228 Councilman Wadsworth made a **Motion** to continue the public hearing to December 4, 2007, for
229 the Christensen General Plan Amendment at approximately 200 North and 2600 East, changing
230 the General Plan from Residential 1.5 units per 2.5 acre to Residential 2.5 to 3.5 units per acre
231 Mayor Pro Tem Barber **Seconded** and the motion **Passed** all in favor.
232
233 Councilman Andersen made a **Motion** to approve the Envision proposed General Plan
234 Amendment at approximately 600 South 2550 East, changing the General Plan from Residential
235 1 unit per 5 acres to Residential 1.5 to 2.5 units per acre based on the following findings:
236 **Findings:**
237 1. That the proposed Amendment would allow for development that is consistent with what the
238 City is planning in the immediate vicinity.
239 2. That the City has adequate utility capacity to serve development with the Residential 1.5 to 2.5
240 units per acre General Plan designation.
241 Councilman Leifson **Seconded** and the motion **Passed** all in favor.
242
243 **Proposed Changes to Title 15**
244
245 Mr. Anderson explained the change in the proposed language that would give the Planning
246 Commission discretion to change the required 50 feet to as little as 10 feet. The applicant is also
247 requesting an additional change to remove the conditional use and place it as a use subject to
248 conditions.
249

250 This item was opened for public comment.

251

252 Jed Morley

253 Mr. Morley is the owner of property, and noted there are very few I-2 locations that this change
254 will affect.

255

256 Councilman Andersen does not feel comfortable taking it out of the conditional use. He feels
257 they need to maintain discretion to look at those projects on a case by case basis.

258

259 Councilman Leifson agrees and feels the public should have a say and does not have a problem
260 changing the setback requirement.

261

262 Councilman Leifson made a **Motion** to approve the proposed Zoning Text Amendment based on
263 the following findings:

264 **Findings:**

265 1. That the proposed changes allow for more functional development.

266 2. That the proposed changes do not reduce the City's ability to impose site specific conditions to
267 mitigate any adverse impacts on the surrounding area.

268 Councilman Wadsworth **Seconded** and the motion **Passed** all in favor.

269

270 Councilman Andersen made a **Motion** to close the public hearing. Councilman Leifson
271 **Seconded** and the motion **Passed** all in favor at 7:42 p.m.

272

273 **CONSENT ITEMS:**

274

275 **Minutes of Spanish Fork City Council Meeting – November 6, 2007**

276

277 Councilman Leifson made a **Motion** to accept the consent items. Councilman Andersen
278 **Seconded** and the motion **Passed** all in favor.

279

280 The Council took a five minute break at 7:43 p.m.

281

282 **NEW BUSINESS:**

283

284 **Canvass of 2007 General Election**

285

286 Mr. Clark explained the canvass of the 2007 General Election.

287

288 Richard Money Davis

289 Rodney C. Dart

290 Jens P. Nielson

291

292 Mr. Clark also explained the reason for the votes changing the night of the election.

293

294 Councilman Leifson made a **Motion** to accept the 2007 General Election Canvass. Councilman
295 Andersen **Seconded** and the motion **Passed** all in favor.

296

297 **Allied Waste Contract Amendment**

298

299 Mr. Heap explained this item has been brought to the Council before and they have brought the
300 information the Council has requested. From the staffs perspective they get concerned about
301 changing contracts in the middle of the process. They feel a national company should know the
302 costs when they do the bids.

303
304 Councilman Leifson stated his position has not changed since last time, he bids a job and if he
305 loses money he can't go back and ask for more. He feels they knew going into this they are a big
306 company, they had a competitive bid. He is sorry, he wants all to make money, but in good
307 conscience he has to protect the citizens money, they already adjusted the fuel charge. He feels
308 there will be some they will make money on, and some they will lose on, they all have to go
309 through that learning curve.

310
311 Councilman Andersen's greatest fear is setting a precedent, the bidding process is set in place to
312 accomplish business, and if that gets compromised and they low bid thinking they can go back
313 and ask for more it defeats the process of bidding. He feels they will honor their contract, but if
314 they adjust that now it will set a precedent he is not willing to make.

315
316 Councilman Wadsworth feels the same way, and said they should adjust the cost next time they
317 bid.

318
319 Rees Demille

320 Mr. Demille stated that the cost adjustment is the cost of a can of soda per household.

321
322 Councilman Leifson Made a **Motion** to deny the Allied Waste contract amendment. Councilman
323 Andersen **seconded** and the motion **passed** all in favor.

324
325 **Historic Committee Appointments**

326
327 Mayor Pro Tem Barber explained they are under a time frame for the grant, Bruce Fallon,
328 Sharlene Irvine, and Eva Bradford are the ones that volunteered to serve on the Historic
329 Committee.

330
331 Councilman Barber made a **Motion** to appoint Bruce Fallon, Sharlene Irvine, and Eva Bradford
332 to the Historic Committee. Councilman Andersen **Seconded** and the motion passed all in favor.

333
334 **Appeal of Staff Denial of Billboard Building Permit – Jamie Evans**

335
336 Mr. Baker explained the duty of the Council as the appeal authority.

337
338 Mr. Anderson explained some background regarding the issue. He noted October 8, 2007 was
339 omitted from the report he generated. He then explained the series of events that took place for
340 this appeal.

341
342 Jamie Evans

343 Mr. Evans gave a presentation regarding this appeal. In 1983 a lease was signed with an option
344 to renew for another 10 years. In 2001 he came to the city and received a lease the city has on the
345 property, 2002, 2003 he came back to the city and requested competing for this location by a bid
346 process. In 2003 the city decided to not renew the billboard Mayor Barney sent a letter to
347 Simmons canceling the lease. They then received a lease of the property for a billboard from
348 Lyle Swenson. In the lease it gives them the first right of refusal to purchase the property or the

349 billboard site. He then quoted the code for the rights terminated at the state level. He noted there
350 is no state permit at this time for that location.

351
352 Mr. Baker stated we found in our records the RFP for that sign and there is a lease signed by
353 Mayor Barney, what we don't have is a signed copy from Simmons but they state it is signed.
354

355 Mr. Evans stated the lease is for the vinyl to put on the signs it is not a lease for the billboard. He
356 is aware of the agreement but that it is for the vinyl. When the billboard was cancelled the state
357 permit was then terminated. They did provide the state permit first and whoever gets in line are
358 the ones who get issued the permits. They were working to purchase the property, they were
359 supposed to have the right to purchase the property and have not gotten that yet. In 2007
360 Simmons took down the sign, they then applied for the permits. They have the right to purchase
361 the property they have a lease with Lyle Swenson but not with Staker Parsons but it runs with the
362 property. His question is if the permit is not issued to Evans will the city pull the permit from
363 Simmons until this is resolved. They have taken pictures of the signs, the guy wires had to be
364 moved but they did not find any damage on the sign Simmons took down. Simmons has to have
365 a current state permit which they do not have. The way they read our ordinance a current sign
366 cannot be built on the city property anyway. They have met all the city requirements, and
367 followed all the current ordinances.
368

369 Mr. Baker stated it is not our role to determine the validity of the lease, and it needs to be
370 resolved by them first. Until that is worked out we cannot red tag the project.
371

372 Councilman Andersen does not feel comfortable trying to level the playing field when he does
373 not know what it is. To him he feels it is their responsibility to get those things worked out and
374 then come back to the city with a clear understanding of who owns what and who has rights to
375 what, until then we can't make that decision.
376

377 Councilman Leifson said until we know who owns the ground we can't issue a permit, as a city it
378 is not our role to make it easier for one or the other, they need to have their legitimate claim and
379 then come back to the city. We can appreciate where he is coming from but the legal issues need
380 to be worked out and then brought to the city for a building permit.
381

382 Mr. Evans stated again the permit has been cancelled and is not valid at the state level. He owns
383 a corporation that owns a piece of property they have a lease on Simmons is claiming they
384 signed and never had an interest in the property.
385

386 Mr. Baker stated they can't determine the validity of the lease if it has not been recorded it may
387 not be binding, we are not in a position to decide that, we do not need to be in the middle of them
388 to determine that they need to work it out and bring it back to us.
389

390 Mr. Evans would like it to be tabled and the Council do some research. He also noted Simmons
391 is suing him on some other issues. He stated first they must sue the city to get the permit issued
392 and once it is issued then he will let Staker know they are going to build and then they can file to
393 get it resolved.
394

395 **ADJOURN:**
396

397 Councilman Andersen made a **Motion** to adjourn to executive session for potential litigation and
398 land acquisition issues. Councilman Leifson **Seconded** and the motion **Passed** all in favor at
399 8:57 p.m.

400
401 The meeting reconvened at 9:26 p.m.

402
403 Mr. Evans made a note documents are coming that can be attached to the record.

404
405 Mayor Pro Tem Barber made a **Motion** to deny the appeal based on the following findings:
406 1. According to Staker Parsons there is no lease – Mr. Evans acknowledges that there is no
407 lease with Staker Parsons
408 2. Mr. Evans acknowledges that he did not record a notice of interest on the property
409 We can't determine the validity of the lease therefore deny the appeal and the granting of a
410 building permit.
411 Councilman Leifson **Seconded** and the motion passed all in favor.

412
413 **OTHER BUSINESS:**

414
415 Mayor Pro Tem Barber has reviewed the budget revision with staff and is comfortable, they feel
416 they have made some drastic changes at the golf course and the revenue has been increased over
417 158,000 this year over last year.

418
419 Councilman Andersen reviewed and is comfortable with the budget revision, he does not have
420 any problems.

421
422 Councilman Leifson made a **Motion** to adjourn. Councilman Andersen **Seconded** and the
423 motion **Passed** all in favor at 9:34 p.m.

424
425 ADOPTED:

426
427

Kimberly Robinson, Deputy Recorder



RENEWAL

MEMBER PARTICIPATION AGREEMENT

The undersigned member ("Member") of National Cable Television Cooperative, Inc. ("NCTC") hereby elects as of the date shown below to be included under the Term Sheet for the "Sci-Fi Channel" (hereafter "Service") by and between NCTC and NBC Universal Cable, a division of NBC Universal, Inc. ("NBCU") dated as of April 1, 2006 and subsequently amended on November 9, 2007 (the "Term Sheet and Letter Agreement"), and agrees to be bound by and to comply with all of the terms and conditions contained in the Term Sheet and Letter Agreement and the Internet Protocol Letter entered into between NCTC and NBCU dated April 1, 2006 and subsequently amended on November 9, 2007, a copy of which Member acknowledges has been provided to Member. Capitalized terms used herein without definition shall have the meaning assigned to such terms in the Term Sheet and Letter Agreement.

Member agrees to comply with each and every obligation contained in the Term Sheet and Letter Agreement with respect to its Systems, which have been set forth on the attached Exhibit A-1 System Participation Form, including, without limitation, the obligation to make payments to NBCU through the NCTC under the Term Sheet and Letter Agreement with respect to its Systems and Member agrees that these obligations may be enforced directly against Member, without first making demand on NCTC. Member represents that all of its Systems that are distributing or will be distributing the Sci-Fi Service are set forth on the attached Schedule A-1 System Participation Form; in the event Member intends to distribute the Service on additional System(S), such member agrees to promptly provide an updated Schedule A-1 to NCTC, with a copy to NBCU.

Member further represents to NCTC and network that: (i) Member is an entity duly organized and validly existing under the laws of its state of organization; (ii) Member has the corporate power and authority to enter into the Term Sheet and Letter Agreement and this Member Participation Agreement, and to perform fully its obligations hereunder; (iii) the Term Sheet and Letter Agreement and this Member Participation Agreement are valid, binding and enforceable agreements of the participating Member; (iv) Member is not under any contractual or other legal obligation which in any way interferes with its full, prompt and complete performance under the Term Sheet and Letter Agreement and this Member Participation Agreement; (v) Member owns, manages or otherwise controls each Service System that distributes the Service under the Term Sheet and Letter Agreement ; (vi) each such cable System is either a cable system, or SMATV system, or MMDS system, or "multichannel video programming distributor" as defined in the Communications Act of 1934 as amended and under FCC rules and regulations; (vii) Member holds a valid franchise awarded by the appropriate governmental authority to operate a System in each area served by such Member's System, or is otherwise operating such System pursuant to an appropriate governmental authority.

MEMBER AGREES TO INDEMNIFY AND HOLD NBCU AND NCTC HARMLESS FROM AND AGAINST ANY LIABILITIES, CLAIMS, COSTS, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF THE BREACH OF ANY OF THE TERMS OF THIS MEMBER PARTICIPATION AGREEMENT OR THE TERM SHEET BY THE MEMBER. MEMBER ALSO REPRESENTS THAT AS OF THE DATE OF THIS MEMBER PARTICIPATION AGREEMENT SUCH PARTICIPATING MEMBER IS CURRENT IN ALL PAYMENTS OWED TO NBCU AND NCTC.

Member guarantees the accuracy of all representations made in the Term Sheet and Letter Agreement relating to Member or any of its System(s) and agrees to indemnify and hold NCTC and NBCU harmless from any liabilities, claims, costs, damages and expenses arising out of the breach of that warranty.

Member hereby agrees in advance to any amendment or supplement to the Term Sheet and Letter Agreement and Member further agrees that its obligations under this Member Participation Agreement shall automatically be deemed to extend to any additional obligations assumed by NCTC as a result of any amendment or supplement to the Term Sheet and Letter Agreement.

The Term Sheet and Letter Agreement, and the Exhibits and Schedules attached thereto, and any and all subsequent Amendments, and the Internet Protocol Letter, attached hereto contain the full understanding of the parties with respect to the subject matter hereof and supersede all previous agreements between NBCU and the Member or between NBCU and NCTC relating to the Member with respect to the Service, except as otherwise provided for in the Term Sheet and Letter Agreement, its Amendments and the Internet Protocol Letter. The provisions of the Term Sheet and Letter Agreement, its attached Exhibits and Schedules, Amendments and the Internet Protocol Letter, and this Member Participation Agreement shall survive and shall not be affected by bankruptcy, insolvency, or sale of a Member (or sale of a Member's System(s)), subject to the provisions of such Term Sheet and Letter Agreement, Amendments, Internet Protocol Letter, and this Member Participation Agreement and all applicable laws.

Name _____ Title _____

Member Company _____ NCTC ID _____

Signature _____ Today's Date _____

AMENDED OUTDOOR ADVERTISING USE AGREEMENT
(Spanish Fork City)

This **Amended Outdoor Advertising Use Agreement** (“**Agreement**”) is entered into and effective as of November 26, 2007 (“**Effective Date**”) and amends, replaces and effects a novation of that agreement made and entered effective as of January 1, 2005, by and between **Simmons Outdoor Media-I, LLC**, a Utah limited liability company (the “**Simmons**”) and **Spanish Fork City**, a Utah municipal corporation (“**City**”) (collectively, the “**Parties**”, and individually, a “**Party**”).

RECITALS:

This Agreement is entered into upon the basis of the following facts, understandings and intentions of the Parties:

A. Simmons is the successor-lessee to a lease dated November 16, 1983 between LG Sparks and Grace T. Price for the location of a billboard on real property located in Spanish Fork City (the “**Property**”) along Interstate 15 near a mile post formerly known as 261 and now known as 258 (the “**258 Location**”). The City is the successor-lessor under the aforementioned lease. Simmons and the City entered into a new agreement effective January 1, 2005 relating to the use of the Property and the provision of other services. The Property is more particularly described on Exhibit A, attached hereto.

B. Simmons had provided certain services with respect to certain City messages displayed on (i) Simmons billboards and (ii) on a billboard structure owned by the City and located at approximately mile post 253 on Interstate 15 (“**253 Location**”).

C. On or about September 29, 2007, Simmons’ existing billboard at the 258 Location was damaged beyond repair by significant wind and storm events.

D. The Parties desire to replace all of their existing agreements and arrangements with this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises of the Parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Novation of Prior Agreements/ Term.** Any and all prior agreements, arrangements and leases between the Parties, including any oral agreements, are amended upon complete execution of this Agreement and this Agreement shall substitute and replace any and all prior agreements. The Term of this Agreement shall be twenty-five (25) years from the Effective Date, unless terminated earlier as allowed in this Agreement or by written agreement between the Parties.

2. **Ownership of 258 Location Billboard Structure.** City and Simmons will jointly own the new monopole billboard structure to be built upon the Property:

2.1 Payment. City agrees to pay Sixteen Thousand Seven Hundred Seventeen and 50 cents (\$16,717.50) to Simmons for a 1/2 ownership in the new billboard structure. The City's payment will be due within twenty (20) business days from the date Simmons provides the City notice that the new billboard structure is complete.

2.2 Use of Structure. City shall have the right to the exclusive use of the north face of the new billboard structure and Simmons shall have the right to the exclusive use of the south face of the new billboard at the 258 Location.

2.3 Maintenance and Illumination of Structure. Simmons shall be obligated to maintain and illuminate the new billboard structure at the 258 Location and each party will be responsible for 1/2 of such maintenance and illumination costs, including related utility costs. The City may, at a time reasonably convenient to Simmons, audit Simmons records related to the costs incurred in maintaining and illuminating the structure.

2.4 Disposition Upon Sale of Property. Should the City decide to sell the Property, the City agrees to condition any sale on the new purchaser entering into a twenty (20) year lease with Simmons and the City for the billboard structure on the Property, in the form attached hereto as Exhibit B. The City agrees that it may not close on the sale of the Property without first having the purchaser execute the attached lease agreement.

2.5 State Permit Number. Simmons is the current holder of the State of Utah Department of Transportation permit for the billboard (Permit No. 6-1053) on the Property and shall remain the holder of the permit throughout the term of this Agreement and thereafter.

3. Use of SR-6 Billboard. Simmons is the lessee of an outdoor advertising lease on property adjacent to SR-6 near the mouth of Spanish Fork Canyon and has built a billboard structure (the eastern most of the structures located along SR-6 before the mouth of Spanish Fork Canyon) which Simmons owns at this location ("**SR-6 Billboard**"). For the term of the underlying lease (which term ends no later than January 31, 2010) for the SR-6 Billboard, Simmons will allow the City to advertise certain City functions on the east face of the SR-6 Billboard. City may not advertise non-City events or functions on the SR-6 Billboard and may not enter into any sublease or assignment of the limited right to use the east face of the SR-6 Billboard.

4. Vinyl Production and Change. Simmons agrees to change the vinyl messages up to four (4) times a year for the east face of the SR-6 Billboard, the north face of the 258 Location, and the south face of the City's 253 Location in exchange for the City's payment of the costs Simmons' pays its subcontractors to perform this task. The current rate for this task is \$175 per face per change. Simmons will produce new vinyl message for the City at Simmons' cost and will store any vinyl message not currently used by the City at no cost to the City. Simmons will invoice the City for services and/or vinyl messages ordered by the City and City agrees to pay Simmons' invoices within ten (10) business days of receipt. This Agreement does not obligate the City to use Simmons to change or produce the vinyl messages on the above-described three (3) advertising faces. Simmons agrees to respond to the City's requests to change a vinyl advertisement within four (4) business days of the City's request.

5. **Separate Ownership.** Notwithstanding anything in this Agreement to the contrary, Simmons is the sole owner of the SR-6 Billboard and the City is the sole owner of the Property.

6. **Assignment and Sublease.** Simmons may assign or sublease its rights under this Agreement but the City may not.

7. **Termination.** This Agreement terminates at the end of the term identified in Section 1 herein or upon the close of a sale of the Property as described in Section 2.4 . If this Agreement terminates at the end of the term defined in Section 1, Simmons will purchase the City's interest in the billboard structure at the 258 Location for the amount identified in Section 2.1. After payment of said amount, Simmons may, in its discretion, remove the billboard structure and will have no further obligation to the City under this Agreement.

8. **Authority.** Each Party hereto represents and warrants that (i) it has the authority to execute this Agreement and to grant the rights contained herein with respect to the Property, and (ii) no further consent or authorization is necessary to make this Agreement effective and binding on the Parties and on the Property.

9. **Recording of Memorandum.** The City hereby consents to and authorizes Simmons to execute and record against the Property a memorandum of this agreement with the Utah County Recorder's office.

10. **Mediation.** The Parties agree that any and all claims or disputes between the Parties must first be submitted to mediation prior to litigation between the parties except in the case where there is a claim for injunctive relief to stop irreparable harm by one of the Parties hereto.

11. **Attorney Fees.** If any action is brought by any Party pertaining to this Agreement, whether in a court, arbitration, mediation or otherwise, the prevailing party will be entitled to reasonable attorney fees and costs.

12. **Condemnation.** In the event of a taking of the Property for a public use, the Parties acknowledge and agree that the Parties have (a) separate economic interests arising in connection with the terms of this Agreement, and (b) independent legal rights to pursue damages, awards, or other interests as a result of a taking of the Property for a public use. The Parties further agree that Simmons' compensation must be negotiated as a separate and distinct matter from the award relating to the Property, and Simmons must retain all rights to and will receive full compensation for loss relating to its use of the Property and sign rental income stream relating thereto, as a result of any taking.

13. **Severability.** If any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction, then (i) the remaining provisions of this Agreement will nevertheless remain in full force and effect, and (ii) such unenforceable provision will be modified to the minimum extent necessary to render such provision enforceable by such court of competent jurisdiction.

14. **Governing Law.** This Agreement must be interpreted, construed, governed and enforced according to the laws of the State of Utah, without giving effect to its conflict of laws principles.

15. **Entire Agreement, Amendments.** It is expressly understood that neither Party is bound by any stipulations, representations or agreements not contained in this Agreement or the exhibits attached hereto. This Agreement shall inure to the benefit of and be binding upon all heirs, personal representatives, successors and assigns of any party to this Agreement. This Agreement may only be amended by a written document signed by both Parties.

This Agreement has been executed as of the date first above written.

SIMMONS:

SIMMONS OUTDOOR MEDIA-I, LLC,
a Utah limited liability company

By: _____
Its: _____

ATTEST:

Spanish Fork City Recorder

CITY:

SPANISH FORK CITY,
a Utah municipal corporation

By: _____
Its: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Parcel Id No. #26-049-0003

A parcel located in Utah County and described as:

Beginning at a point which is located 14.25 chains West of the Southeast corner of the Northwest quarter of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence North 53° 30'00" East 468.5 feet; thence North 15°41'00" East 5 feet; thence South 89°00'00" West 783 feet; thence South 15°46'10" East 280.57 feet; thence East 328.67 feet to the point of beginning.

**EXHIBIT B
FORM OF LEASE**

LEASE AGREEMENT

(Outdoor Advertising Structure)

THIS LEASE AGREEMENT (the “**Lease**”) is made and entered into by the undersigned lessor (“**Lessor**”) and **SIMMONS OUTDOOR MEDIA-I, LLC**, a Utah limited liability company, and **SPANISH FORK CITY** (sometimes collectively “**Lessee**”). For good and valuable consideration, the sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Lease; Initial Term. Lessor does hereby lease, grant and convey to Lessee and their assigns and successors the exclusive right to use the Property (as described below) for the following purposes: (i) erecting, installing, operating and maintaining thereon up to one (1) outdoor advertising structure (the “**Sign**”), and (ii) erecting, installing, operating and maintaining thereon such necessary devices, structures, connections, supports and appurtenances as may be reasonably desired by Lessee for the benefit of the Sign. Lessor further grants to Lessee a nonexclusive easement upon, over, under and across the Property for the following purposes: (i) vehicular ingress and egress between the Sign and all public roadways that benefit the Property, and (ii) installation and maintenance of utility services to the Sign. The initial term of this Lease is twenty (20) years, commencing on the ___ day of _____, 200_. The “**Property**” is located in Utah County, State of Utah, and is generally described as follows:

Beginning at a point which is located 14.25 chains West of the Southeast corner of the Northwest quarter of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence North 53° 30’00” East 468.5 feet; thence North 15°41’00” East 5 feet; thence South 89°00’00” West 783 feet; thence South 15°46’10” East 280.57 feet; thence East 328.67 feet to the point of beginning.

2. Rent. Lessee will pay Lessor twenty-five percent (25%) of net revenues earned by Lessee for all advertising on the Sign. Lessee shall make payments to Lessee on a monthly basis. Lessee must make all rental payments to Lessor at the address stated below or at such other place as Lessor designates in writing to Lessee from time to time. Lessor recognizes and agrees that Lessee is comprised of two entities and that one of these entities, Spanish Fork City, is entitled to use the north face of the Sign and that the other lessee, Simmons Outdoor Media-I, LLC, is entitled to use the south face of the Sign. Rent under this section will only be due to Lessor as revenues are received and Lessor acknowledges that Lessee Spanish Fork City will not be obligated to pay any rent so long as it has an interest in the Sign and is utilizing its north face of the Sign for advertising Spanish Fork City events only.

3. Termination. If in the sole judgment and discretion of Lessee the Property becomes obstructed so as to lessen the advertising value of any of Lessee’s signs erected on the Property, or if traffic is diverted or reduced, or if the use of any such signs is prevented or restricted by law, or if for any reason a building permit for erection or modification is refused, this Lease may, at the sole option of Lessee, be terminated or the rent reduced to a total amount

of \$5.00 per month, payable annually, during the entire period said condition exists. Lessor agrees that no such obstruction insofar as the same is within Lessor's control will be permitted or allowed. Lessor authorizes Lessee to trim and cut whatever trees, bushes, brush, etc., as it deems necessary for unobstructed view of Lessee's advertising displays.

4. Signs/Equipment Property of Lessee. All advertising signs, equipment and related fixtures placed upon the Property, including the Sign, are to remain the property of Lessee or its sublessees and may, at Lessee's option, be removed by Lessee at any time; provided, however, that Lessee will not be obligated to remove any of such signs or equipment upon termination of this Lease.

5. Title. Lessor warrants the title and the quiet enjoyment and use of the leasehold interest in the Property granted under this Lease, including any rights of way granted to Lessee herein, for the term(s) herein mentioned. Lessor further represents, warrants and covenants that no other lease connected with any outdoor media structure (either currently existing or that may be erected) on the Property is in effect or will be in effect.

6. Assignment and Sublease. Simmons Outdoor Media-I, LLC may assign or sublease this Lease to any individual or entity without the consent of Lessor. Spanish Fork City may not assign its interest in this Lease without the consent of Simmons Outdoor Media-I, LLC or its successor or assign.

7. Authority. Lessor represents and warrants that (i) it has the authority to execute this Lease and to grant the rights contained herein with respect to the Property, and (ii) no further consent or authorization, either on the part of Lessor or any other individual or entity, is necessary to make this Lease effective and binding on Lessor and/or the Property.

8. Recording of Memorandum. Lessor hereby consents to and authorizes Lessee to execute and record a memorandum of lease on behalf of Lessor and Lessee evidencing the terms of this Lease, which Lessee may, at Lessee's sole cost and expense, record with the County Recorder's office in the county in which the Property is located.

9. Attorney Fees. If any action is brought by any party to this Lease pertaining to this Lease, whether in a court, arbitration, mediation or otherwise, the prevailing party will be entitled to reasonable attorney fees and costs.

10. Non-Disturbance. So long as Lessee is not in default in the payment of rent or in the performance of any of the terms of the Lease, Lessee's possession of the Sign on the Property and Lessee's rights and privileges under the Lease shall not be diminished or interfered with by any lender or creditor of Lessor.

11. Condemnation. In the event of a taking of the Property for a public use, the parties acknowledge and agree that Lessor and Lessee have (a) separate economic interests arising in connection with the terms of this Lease, and (b) independent legal rights to pursue damages, awards, or other interests as a result of a taking of the Property for a public use. The parties further agree that Lessee's compensation must be negotiated as a separate and distinct matter from the award relating to the Property, and Lessee must retain all rights to and will receive full compensation for loss of the Sign erected on the Property and sign rental income stream relating thereto, as a result of any taking.

12. Specific Enforcement. In the event of any actual or threatened breach of **Section 1** (grant of rights), Lessor hereby agrees that Lessee will be entitled to an injunction prohibiting any use of the Property in contravention of this Lease; and to specific enforcement of Lessor's obligations hereunder in addition to any other remedy now or hereafter available, including without limitation (i) Lessee's lost profits, and (ii) disgorgement of Lessor's profits resulting from a breach of this Lease.

13. Severability. If any provision of this Lease is found to be unenforceable by a court of competent jurisdiction, then (i) the remaining provisions of this Lease will nevertheless remain in full force and effect, and (ii) such unenforceable provision will be modified to the minimum extent necessary to render such provision enforceable by such court of competent jurisdiction.

14. Survival. The terms, representations, covenants, agreements, and indemnities set forth in **Sections 5** (title), **9** (attorney fees), **12** (specific enforcement), and **13** (severability) of this Lease will survive any expiration or termination of this Lease.

15. Governing Law. This Lease must be interpreted, construed, governed and enforced according to the laws of the state in which the Property is located, without giving effect to its conflict of laws principles.

16. Entire Agreement. It is expressly understood that neither Lessor nor Lessee is bound by any stipulations, representations or agreements not contained in this Lease or the exhibits attached hereto. This Lease shall inure to the benefit of and be binding upon all heirs, personal representatives, successors and assigns of any party to this Lease.

[signature page to follow]

EFFECTIVE as of the ____ day of _____, 200__.

LESSEE:

SIMMONS OUTDOOR MEDIA-I, LLC,
a Utah limited liability company

DO NOT SIGN - EXHIBIT

By: _____
Name: _____
Title: _____

SPANISH FORK CITY,
a Utah municipal corporation

DO NOT SIGN - EXHIBIT

By: _____
Its: _____

Attest:

DO NOT SIGN - EXHIBIT

Spanish Fork City Recorder

LESSOR:

Entity Name: _____
type of entity: _____

Signature: _____

Printed Name: _____

Title: _____

Address: _____

SPANISH FORK CITY

AGENDA REQUEST FORM

Date of Meeting Requested to Attend:

All forms must be completed and returned by NOON the Thursday before the Council Meeting requested. (Return no later than: _____) Thank you.

Name Dave Smiley
Address 985 E 1050 S

Phone 798-8773
Number

Please list the subject and detailed information regarding your request:

I would like to name this retention ~~basin~~ basin to Patriots Park, for my Eagle project. I would like to provide a monument and many places to put flags by the scouts of that block.

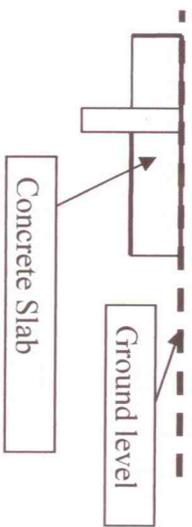
The retention basin @ 1100 E 1/2 1050 S

Email @ johnsmiley@sfcn.org

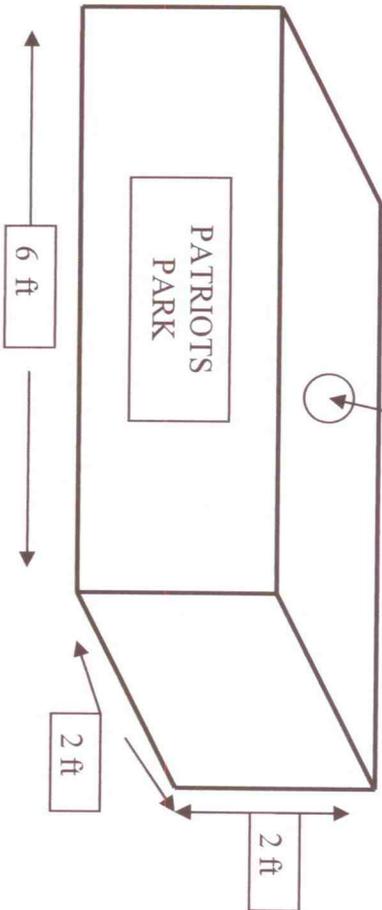
Dave Smiley
Signature

11/19/07
Date

Ground Sleeve:
 2ft X 2ft X 6 in Concrete Slab
 3" PVC Pipe to hold
 Local Scout Troop display flags

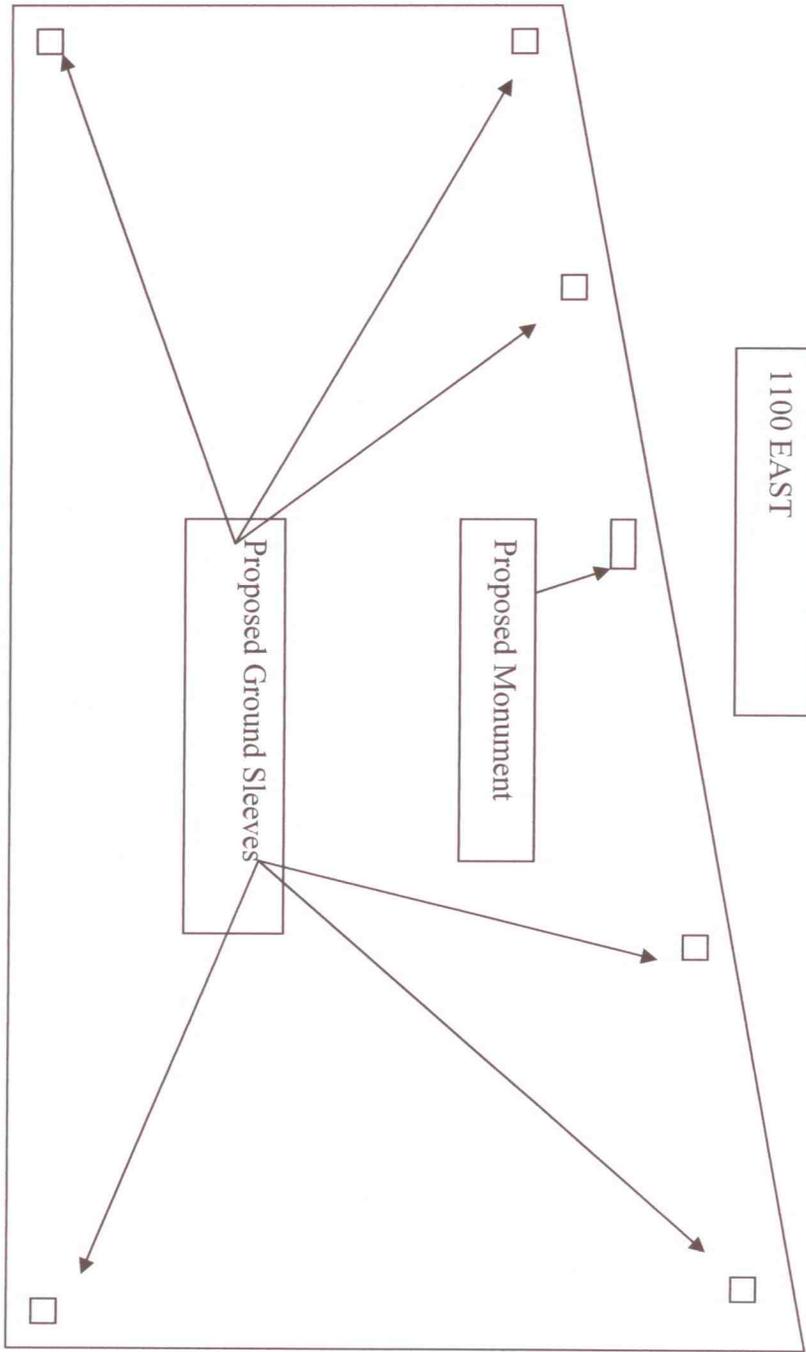


Sleeve for a 12 foot telescoping flagpole to be set up 12 times a year by the local Scout troop when they do neighborhood flags.



Monument will be solid concrete with a 4 foot by 2 ft box built into the back side to house the telescoping flag pole and a Rubbermaid box to keep the flags dry.
 The flags that will be in the ground sleeves are simply the same display flags that we post all around the neighborhood on holidays.
 The monument flag will be larger, therefore it will be kept in the box in the monument.

1050 SOUTH



1100 EAST

1100 SOUTH

Worker Compensation Bids for calendar year 2008

Bids were submitted by Utah Local Governments Trust and Workers Compensation Fund
 We have been with Utah Local Governments Trust since April 2004.

Based on payroll figures of \$9,391,470 the following bids were submitted.

	Bid Amounts
Utah Local Governments Trust	\$143,860.87
Workers Compensation Fund	\$166,857.61
Difference	(\$22,996.74)

Class	Class	Utah Local Trust Rates	Utah Local Trust Fee	Workers Comp Fund Rates	Utah Local Trust Fee
Codes	Description				
5509	Streets	1.97	\$ 13,603.54	1.63	\$ 11,255.72
7704	Firefighters	2.47	\$ 2,855.49	2.05	\$ 2,369.94
8810	Clerical	0.26	\$ 4,711.32	0.21	\$ 3,805.30
9417	Municipal	2.73	\$ 184,910.60	2.26	\$ 153,076.17
	Sub total		\$ 206,080.95		\$ 170,507.13
Experience Modifiacion			\$ 33,896.19		
Empr Liability		2.8	\$ 5,770.27	2.8	\$ 4,774.20
Schedule Rating		0.65	\$ (86,011.59)	1.05	\$ 8,764.07
Premium Size Discount		12.29	\$ (19,631.53)	11.38	\$ (20,944.37)
Terrorism risk		0.03	\$ 2,817.44	0.03	\$ 2,817.44
Domestic Terror..		0.01	\$ 939.14	0.01	\$ 939.14
Total			\$143,860.87		\$166,857.61

We are recommending Utah Local Governments Trust.

Bid Amount:	\$143,860.87
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ORDINANCE NO. 20-07

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. 20-07

AN ORDINANCE DESIGNATING A FLOOD PLAIN MANAGER

WHEREAS, the Spanish Fork River runs through a portion of Spanish Fork City; and

WHEREAS, the areas adjacent to the river have been designated as flood plain areas; and

WHEREAS, being familiar with flood plain rules and regulations and flooding issues in general helps development take place in a manner which reduces the risk of flooding ; and

WHEREAS, in order to help protect the health, safety, and welfare of residents of Spanish Fork City, it is appropriate to appoint a flood plain manager and to take steps to prevent flooding; and

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

I.

Spanish Fork City Municipal Code Section 8.32.090, "Designation of the City Engineer" is hereby amended to read as follows:

8.32.090. Designation of the City Engineer.

The City Engineer or his/her designee is hereby appointed as the Spanish Fork City flood plain manager to administer and implement this chapter by granting or denying development permit applications in accordance with its provisions.

II.

This ordinance shall be effective twenty days after passage and posting.

Dated this 4th day of December, 2007.

JOE L THOMAS, Mayor

ATTEST:

KENT R. CLARK, City Recorder

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



Agenda Date:	December 4, 2007
Staff Contacts:	Seth Perrins
Reviewed By:	Dave Oyler, City Manager
Subject:	Community Movie Program

Background Discussion:

We were contacted by CGI Communications about a program endorsed by the National Conference of Mayors to develop a series of videos to promote Spanish Fork City and educate the public about our quality of life and great community. The concept of the video is to develop a few short video clips that can deliver a concise message about our community for anyone that is researching Spanish Fork such as a business or family looking to relocate.

When looking into Spanish Fork City, a company or family will undoubtedly do some research on the Internet. Right now, a google search on 'Spanish Fork' or 'Spanish Fork City' will result in a direct hit on our website where researchers will find a plethora of information about our City. As we have researched this project, we believe that adding these video clips will greatly enhance the information they can find about the City by adding video to the text and photos.

The contract with CGI provides for 6 videos including a welcome from the Mayor, and additional clips specific to Education, Quality of Life, Real Estate/Relocation, and 2 clips of our choice. Each video lasts about 1 minute, but provide a powerful advertising blend of sights and sounds. CGI will do all the work in shooting the film, editing the clips and then hosting the videos, we only have to provide assistance as they may need.

This same company has produced videos in Farmington and Orem, both of which are available on the Internet.

Budgetary Impact:

The production and hosting of these videos are free to our City. CGI will contact a number of businesses in Spanish Fork and invite them to advertise on the site that hosts our videos. The revenue generated from the advertisers will cover the costs associated with this project. CGI also said that we do not incur any costs even if advertisers do not sign on, so there is no pressure to sell this product to our local businesses. When contacted, they will be free to review the benefits of advertising with this company without the pressure of having to sign up.

There will be some staff time involved in some of the background work of this project to develop the script, place links on our website and other related items.

Alternatives:

I have not researched any other alternatives because the products we have seen are high quality and there is no cost to the City.

Recommendation:

Our recommendation is that the City Council authorizes the Mayor to sign the contract so that the City can begin working with CGI Communications to develop the videos about our City. Although these are simple videos, we believe these will be helpful for individuals as they are looking to move to Utah from other parts of the Country. We also believe that these short clips can be helpful as businesses look to Utah and specifically to Spanish Fork. They will describe the education our children can receive in the Nebo School District and the economic climate of our community.

Attachments:

Attached with this report is the contract with CGI communications and a sample of the Letter we would provide to them on our letterhead. This letter would be sent to local businesses as they are encouraged to advertise on the site that hosts our videos.

Community Movie Tour Book Agreement

CGI Communications, Inc.
130 East Main Street, 8th Floor
Rochester, NY 14604
(800) 398-3029 phone
(585) 427-0075 fax

Name: Dave Oyler
Title: City Manager
Address: 40 South Main St
City, State, Zip: Spanish Fork, UT, 84660
Phone: 801-798-5000 ext 14
Email: daveoyle@spanishfork.org
Website: www.spanishfork.org

This agreement is between CGI Communications, Inc. and the City of Spanish Fork and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Movie Showcase is made available for viewing via a link on the www.spanishfork.org website homepage for viewer access. The term of this agreement shall automatically renew unless either party gives 60 days written notice of termination or modification prior to expiration.

CGI Communications, Inc. and its e-LocalLink division shall provide a Community Movie Showcase as follows:

- Website Welcome video from your Mayor or other civic leader and an Education, Quality of Life, and Real Estate/Relocation video (approx. 1 minute in duration)
- Up to 2 additional videos to showcase various aspects of your community and/or organization (providing a total of 6, 1 minute community highlight videos)
- Script writing and video content consultation
- A videographer will come to your location to film videos
- All aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Final draft of Community Movie Showcase content subject to your approval
- Patent-pending OneClick™ Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, browsers, and internet connection speeds; recognized player formats include WindowsMedia® and QuickTime®
- Store and stream all videos on CGI's dedicated server
- Business sponsors allowed on the perimeter of video panels
- Duration of sponsor participation will be one year and e-LocalLink is solely responsible for annual sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Viewer access of the Community Movie Showcase from your website shall be facilitated by e-LocalLink providing HTML source code for graphic link to be prominently displayed on the www.spanishfork.org website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement; "Video Tour Book" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- e-LocalLink will own copyrights of the master Community Movie Showcase
- The City of Spanish Fork will assume no cost or liability for this project

Program Add-On if signed and received by 11/28/07:

- Encoding, hosting, and streaming of additional 5 minutes of video per month. Finished video content will be provided to CGI by the City of Spanish Fork, UT

The City of Spanish Fork, UT shall provide the following:

- A letter of introduction for the program on your organization's letterhead
- Assist with the content and script for the Community Movie Showcase
- Agrees to give e-LocalLink the right to use organization's name in connection with the preparation, production, and marketing of the program set forth herein only
- Agrees to display the "Coming Soon" graphic link prominently on the www.spanishfork.org website homepage within 10 business days of receipt of HTML source code
- Agrees to display the "Video Tour Book" link to be no less than 150 by 400 pixels prominently on the www.spanishfork.org website homepage for the term of this agreement
- Provides e-LocalLink exclusive streaming video rights for the program described herein only

We, the undersigned, understand the above information and have full authority to sign this agreement.

The City of Spanish Fork, UT

Signature:

Name (printed): Joe Thomas

Title: Mayor

Date:

CGI Communications, Inc.

Signature: 

Name (printed): Nicole Rongo

Title: Marketing Manager

Date:

December 4, 2007

Dear Spanish Fork Business Owner:

The City of Spanish Fork was recently introduced to an exciting new technology that is sure to have a tremendous, positive impact for promoting the public and the private assets of our wonderful community. We have accepted the services for, and will participate in, a three-year promotional campaign conducted by CGI Communications, Inc. (www.cgicomunications.com).

e-LocalLink, a division of CGI, will produce a series of online videos to showcase the assets and attributes that the city of Spanish Fork has to offer to its residents, its visitors, and its business community. These videos will be accessible for viewing via the City's website (www.spanishfork.org).

As you know, the City of Spanish Fork is dedicated to making our community a great place to live, work, shop and conduct business. This project will highlight the advantages of living in and doing business here.

A representative of e-LocalLink will be contacting you with an offer for your participation. We encourage you to consider supporting this program, which we feel is truly a win-win for all involved.

Sincerely,

Joe Thomas
Mayor