



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 18, 2007**.

AGENDA ITEMS:

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

- a. Pledge
- b. Police Officer Recognition

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. [Kelly 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 – December 4, 2007](#)

6. NEW BUSINESS:

- a. Independent Audit Report FY 07
- b. [Electric Impact Fee Study Proposal](#)

7. ADJOURN TO RDA MEETING:

8. 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.

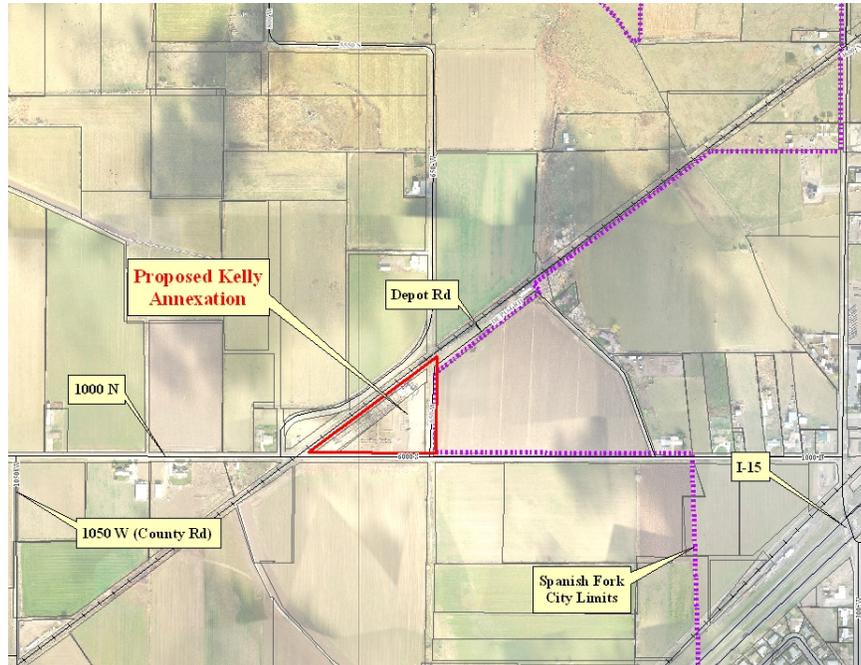


**SPANISH FORK CITY
Staff Report to the City Council**

Agenda Date:	December 18, 2007
Staff Contacts:	Dave Anderson, Planning Director
Reviewed By:	the Development Review Committee
Subject:	Kelly Annexation and Growth Boundary Amendment

Background

On August 7 of this year, the City Council accepted the proposed Kelly 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 October 22 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. The proposed Annexation contains 6.17 acres.



One of the questions posed for the City Council is zoning for the subject property. The applicant has requested that Industrial 1 zoning be assigned. Industrial 1 zoning is consistent with the property's Light Industrial General Plan designation.

Planning Commission

The Planning Commission reviewed this request in their November 7, 2007 meeting and recommended that it be approved and that Industrial 1 zoning be assigned.

Recommendation

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

Condition:

1. That the applicant enter into an Annexation Agreement to address any issues relative to getting City services to the property.

attachment: proposed Annexation Plat
 proposed Annexation Agreement



ANNEXATION AGREEMENT FOR THE BRENT KELLY ANNEXATION

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the _____ day of December, 2007 by and between J. Brent Kelly (hereinafter Petitioner) and Spanish Fork City, (hereinafter City), (together, the "Parties").

RECITALS

A. WHEREAS, Petitioner owns approximately 6.17 acres of real property adjacent to Spanish Fork City at approximately 1000 North 650 West (the Annexed Area), which area is described in Exhibit A; and

B. WHEREAS, Petitioners has filed a Petition with City (the Petition), formally requesting the annexation of the property described in Exhibit A; and

C. WHEREAS, the Parties intend to enter into this Agreement to allow Petitioner and City to agree on issues such as streetscape, amenities, and other development objectives prior to development of the land in the Annexed Area. This process will lead to an attractive community that functions in a way that will add quality of life to future residents while allowing City to provide municipal services in a cost effective and efficient manner and in accordance with the Spanish Fork City General Comprehensive Plan, applicable zoning ordinances, and the Construction and Development Standards of City; and

D. WHEREAS, approval of this annexation agreement does not grant subdivision approval, site plan approval, or approval of any building permit, or other land use activity regulated by Spanish Fork City ordinances. Petitioner expressly acknowledges that nothing in this agreement shall be deemed to relieve Petitioner from the obligation to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats, nor does it limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereinafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement shall have that meaning given to it by the Spanish Fork City Land Use Ordinance in effect on the date of a complete application. Certain other terms and phrases are referenced below. In the event of a conflict in definitions, that definition which provides the most restrictive development latitude shall prevail.

1.1 **Annexed Area** means the 6.17 acres under consideration for annexation into Spanish Fork City as described in Exhibit A.

1.2 **Design Guidelines** means the Design and Development Standards, found in the Spanish Fork Municipal Code, Title 15, Part 4, Chapter 16, and the Spanish Fork City Construction Standards, including the Specifications, Details, and Design Guidelines.

1.3 **Owner or Owners** means the owner(s) of the Property, or any part thereof, as indicated on the records of the Utah County Recorder.

SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES

2.1 **General Rights and Responsibilities of Petitioner**

2.1.1 **Conditions of Approval and Impact Fees.** With respect to the development of the Annexed Area, Petitioner accepts and agrees to comply with the impact, connection and building fees of the City in effect at the time of assessment, whether or not currently in effect, the City agreeing and representing that any such fee schedule will be applied uniformly within the City or service area of the City, as applicable. Developer acknowledges that the Project requires infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions that would otherwise be required at this time. Petitioner agrees not to challenge, contest or bring a judicial action seeking to avoid payment of or to seek reimbursement for such fees, so long as such fees are applied uniformly within the City or service area.

2.1.2 **Construction Mitigation.** Petitioner shall provide the following measures, all to the reasonable satisfaction of the City, to mitigate the impact of construction within Project Area. Petitioner shall also adhere to the usual construction impact mitigation measures required by City. Additional reasonable site-specific mitigation measures may be required. The following measures shall be included in each application for development of any final plat:

2.1.2.1 Limits of disturbance, vegetation protection and the re-vegetation plan for all construction, including construction of public improvements;

2.1.2.2 Protection of existing infrastructure improvements from abuse or damage while new infrastructure improvements are being constructed;

2.1.2.3 Construction traffic routing plan to minimize traffic impacts on Spanish Fork City and residential areas as approved by City; and

2.1.3 **Subsequent Applications Under Future Development Code.** Without waiving any rights granted by this Agreement, Petitioner may choose to submit some or all of Petitioner's properties for development under the version of the City's Design Guidelines existing at the time of the application. In the event an application or plat expires, the version of the Design Guidelines existing at the time of re-application shall apply.

2.2 **General Rights and Responsibilities of the City**

2.2.1 **Reserved Legislative Powers.** This Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development or zoning.

2.2.2 **Compliance with City Requirements and Standards.** Petitioner expressly acknowledges that nothing in this Agreement shall be deemed to relieve any of them from their obligations to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats and site plans for the Annexed Area, or any other portions of the Property, in effect at the time of development approval, or re-approval in the event of expiration, including the payment of unpaid fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of City.

2.3 **Recording.** City or Petitioner may cause this Agreement, or a notice concerning this Agreement, to be recorded with the Utah County Recorder.

SECTION III. SPECIFIC RIGHTS AND RESPONSIBILITIES

3.1 **Obligations of Petitioner**

3.1.1 Municipal Utilities

Satisfaction of Water Rights Requirement. Petitioner hereby asserts that it has read and is familiar with Spanish Fork City Code §15.4.16.080 and hereby agrees that prior to either approval of a final plat for, or issuance of a building permit on, any parcel of property that is included in the Annexed Area, the owner of the subject parcel shall either dedicate water rights to the City, or pay a cash equivalent in value to the cost of the required water rights, as specified by, or as determined in accordance with the provisions of the City Code. City shall not be required to approve any plat, or issue any building permit, until such requirements are fully satisfied.

Installation and Design Criteria. City provides the following utilities, which need to be brought to the Project by Petitioner, at no cost to City: Electric Power, Culinary Water, Pressurized Irrigation Water, Sewer, Storm Drain, and Telecommunications. Petitioner shall design, build and dedicate to the City adequate delivery systems for each of these utilities according to City specifications and standards, including all distribution lines, conduit, street lights, valving, fire hydrants, meters, and other required services to meet the needs for the Annexed Area. Improvements shall be upsized at the direction of the City Engineer to meet future needs of the City utilities. All facilities necessary to provide adequate utility services installed by Petitioner within the Project Area, upon acceptance by the City, shall be owned, operated, and maintained by City, provided that any warranty periods as established by City ordinance or Design Guidelines shall be the responsibility of Petitioner. Petitioner or its successors or assigns shall be responsible for such infrastructure until such time as City accepts the improvements.

Easements. Petitioner shall grant to City, at no cost to City, all easements necessary for the operation, maintenance, and replacement of all utilities, located within the Project Area as City determines to be necessary.

Master Plan Utility Infrastructure Sizing. Petitioner shall design, build and dedicate to City the utility infrastructure as shown in Exhibit C. The timing of construction shall be dependent on project phasing and necessary sizing requirements to meet the standards of service at a level generally provided to other areas of the City and as determined by the City Engineer.

3.1.2 Transportation and Streets

Roadway Dedication. Petitioner shall dedicate sufficient property for a 78 foot wide roadway right of way (major collector) along 1000 North. The dedication shall take place prior to recording of the annexation ordinance, and shall be a condition of annexation. At the time of development of the Annexed Area, Petitioner shall be required to build a road, in accordance with the Design Guidelines, for a major collector along 1000 North.

3.2 Obligations of City.

Acceptance of Infrastructure. City shall accept the dedication and maintenance of all streets, trails and open spaces in the Project Area, so long as such streets are constructed to the City specifications and standards, and are dedicated free of all liens and encumbrances, provided that any warranty periods as established by City ordinance or Design Guidelines shall be the responsibility of Petitioner.

Utility Service. Upon the dedication and acceptance by City of the utility infrastructure, satisfaction of the water rights requirements (as outlined in section 3.1.1), and payment of impact fees, connection fees, and any other applicable fees by Petitioner, City shall provide all of the Project Area served by such infrastructure with utility service at a level generally provided to other areas of the City.

Development Review. Upon Petitioner complying with all the conditions of this Agreement, City shall promptly review development requests made by Petitioner, including plat approval or site plan review, in accordance with City ordinances, rules, and policies. Petitioner shall comply in all respects

with requirements of plat and/or site plan approval. Nothing herein shall be considered to limit or restrict the police powers of the City Council in approving, denying, or establishing conditions for any development request. Development approval is not guaranteed hereby, but vesting may occur only through the provisions of the Utah Land Use Development and Management Act, Utah Code Ann. §10-9a-101 et seq. (1953, as amended) and Spanish Fork Municipal Code, Title 15.

SECTION IV. ZONING

4.1 **Comprehensive General Plan and Underlying Zoning.** The Annexed Property is designated in the Spanish Fork City Comprehensive General Plan to be light industrial, I-1. Upon compliance with this Agreement, the Annexed Property will be zoned light industrial, I-1 at the time of annexation.

SECTION IV. GENERAL PROVISIONS

5.1 **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title, or which would apply to the Developer through whom the interest was acquired. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project.

5.2 **Assignment.** Petitioner shall have the right, with City's consent, to assign or transfer all or any portion of his/her rights and obligations under this Agreement to any party acquiring an interest or estate in the Project or any portion thereof, except as specifically set forth below. The City may not unreasonably withhold its consent to such assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by Petitioner to any other party, individual or entity without assigning the rights as well as the obligations under this Agreement. Petitioner shall provide written notice of any proposed or completed assignment or transfer. Unless City objects in writing within thirty (30) days, City shall be deemed to have approved of and consented to the assignment. In the event of an assignment, the transferee shall succeed to all of Petitioner's rights under this Agreement. Notwithstanding the foregoing, Petitioner's selling or conveying individual lots or parcels of land to builders, individuals or developers shall not be deemed to be an assignment subject to the above requirement for approval unless specifically designated as an assignment by Petitioner.

5.3 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (i) the Project Area is a private development; (ii) City and Petitioner hereby renounce the existence of any form of agency relationship, joint venture or partnership among City and Petitioner; and (iii) nothing contained herein shall be construed as creating any such relationship among City and Petitioner.

5.4 **Consent.** In the event this Agreement provides for consent from the City or Petitioner, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing, and in no event shall consent be unreasonably withheld or delayed.

5.5 **Legal Challenges.** In the event that any person challenges this Agreement or the development contemplated herein, Developer agrees to accept responsibility for all legal fees, including attorneys fees, expert witness expenses, and/or court costs incurred by the City upon presentation to Petitioner of an itemized list of costs, expenses, and fees. City shall not be required to make any reimbursements contemplated herein if the source of funds for such reimbursements are held invalid,

illegal, void, or otherwise unenforceable.

SECTION VI. MISCELLANEOUS

6.1 **Incorporation of Exhibits and Headings.** All Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein. The headings to the various paragraphs and sections are for assistance in locating contract provisions, but are not to be considered part of the contract provisions.

6.2 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

6.3 **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

6.4 **Construction.** This Agreement has been reviewed and revised by legal counsel for each of the Parties and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

6.5 **Further Assurances, Documents, and Acts.** Each of the Parties agrees to cooperate in good faith with the others, and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

6.6 **Governing Law, and Dispute Resolution, and Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.6.1 **Mediation.** Any and all disputes arising out of or related to this Agreement or the Parties performance hereunder shall be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation. The parties shall: (i) mediate in good faith; (ii) exchange all documents which either believes to be relevant and material to the issue(s) in dispute; and; (iii) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. Venue of the mediation shall be in Utah County. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed from an approved mediator list provided by the Utah State Bar Association with specialized knowledge of contract and municipal law. The appointment shall take place pursuant to the guidelines set forth by the Utah State Bar. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation. The prevailing party in any action to enforce in whole or in part this mediation clause or in any subsequent arbitration or mediation shall be entitled to reimbursement of attorneys fees and costs incurred in said action.

6.6.2 **Default Litigation.** If any Party hereto is required to engage the services of counsel by reason of the default of another Party, the non-defaulting Party shall be entitled to receive its costs and reasonable attorneys' fees, both before and after judgment and whether or not suit be filed. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

6.7 **Notices.** Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by certified mail, return receipt requested or by facsimile. If given by certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent,

or (ii) five (5) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the party to whom it is addressed. If given by facsimile to the address and number for such party set forth below (provided, however, that the notice is not effective unless a duplicate copy of the facsimile notice is promptly given by one of the other methods permitted under this paragraph), the notice is deemed to have been given upon receipt by the other Party. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses set forth below:

If to City to:
SPANISH FORK CITY
Attn: City Manager
40 South Main
Spanish Fork, Utah 84660

If to Petitioner to:
J. Brent Kelly
c/o NFM Real Estate
22 E. 100 S. #300
Salt Lake City, Utah 84111

6.8 **Exhibits.** The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A Legal description of the Annexed Area

IN WITNESS WHEREOF, this Agreement has been executed by the Parties, by persons duly authorized to execute the same and by the City of Spanish Fork, acting by and through its City Council as of the ____ day of _____, 2007.

SPANISH FORK CITY by:

JOE L THOMAS, Mayor

ATTEST:

Kent R. Clark, City Recorder

J. BRENT KELLY

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Tentative Minutes
Spanish Fork City Council Meeting
December 4, 2007

Elected Officials Present: Mayor Pro Tem Matthew d. Barber, Councilmember's Seth V. Sorensen, and Steven M. Leifson

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: Chad McDonald, Dave Smiley, Quinn Johnson, Rod Dart, Richard M. Davis, Jens Neilson

CALL TO ORDER, PLEDGE:

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

Councilman Leifson led in the pledge of allegiance.

Mayor Thomas excused Councilmember's Wadsworth and Andersen.

PUBLIC COMMENTS:

Mayor Thomas noted the "Shop with a Cop" will happen again this year and asked that people be patient.

COUNCIL COMMENTS:

Councilman Sorensen reported the Chamber of Commerce parade of lights was held the day after Thanksgiving. He thanked Blake Barney for his effort, and encourages all to get out and visit the Festival of Lights this year.

Councilman Leifson reported the Festival of Lights will have hay rides by appointment only. The parks and recreation committee met and talked about the issues with the survey, they are almost ready to present to the Council their recommendation.

Councilman Barber said the lights parade had 45 entries this year and went well. Businesses contacted him about their commercials on SFCN they should let SFCN know so they can take care of it.

Mayor Thomas congratulated the city on its 15th year anniversary for the Festival of Lights, he thanked those that participated in the lights parade. The windmills are under construction and moving ahead. North Park is moving forward, the only retail store for sure so far is Home Depot. He noted Michelle Leifson has done work with the PANIC organization and invited him to a film premiere, the film was compelling, we have a real issue in this town and we need to be aware of it.

PUBLIC HEARING:

51 Councilman Sorensen made a **Motion** to move to public hearing at 6:09 p.m. Councilman
52 Leifson **Seconded** and the motion **Passed** all in favor.

53

54 **Christensen General Plan Amendment (Continued)**

55

56 Mr. Anderson explained this was discussed in the meeting two weeks ago, and the Council
57 requested more information regarding impact on the north east bench area. This part of the City
58 is an area the Council has directed staff to help facilitate growth. Discussion was related to sewer
59 capacity concerns and priorities. Aqua engineering has presented some data to the city showing
60 we can have more treatment capacity than we thought. The sewer is still the issue for the north
61 east bench development area. Land use is the issue and changing the use on this property will
62 affect the designations for other properties in the area.

63

64 This item was opened for public comment.

65

66 Kimberley Dewey

67 Ms. Dewey represents the General Plan applicant. She again stated their reasons for the area
68 being treated differently. They are adjacent to two major collector roads and high power utility
69 lines. They do not plan to go in excess of 2.7 to 2.8 units per acre.

70

71 Councilman Barber asked if it goes R-1-12 would they have lots at 8,000 square feet.

72

73 Ms. Dewey stated they do not plan to create less than 10,000 square foot lots.

74

75 Councilman Barber asked if they go to 2.5 to 2.8 how many extra units would be created.

76

77 Mr. Anderson stated it would allow for 7-8 units more.

78

79 Councilman Barber has a hard time with the unknowns and what might come verses the what ifs
80 before us. He asked if there are issues with this project that might work if they change the
81 General Plan.

82

83 Mr. Anderson stated staff recommends the General Plan not be changed because it can be
84 handled through zoning. In his opinion it is in the best interest of the city that the northeast bench
85 not to develop with the same density.

86

87 Councilman Barber asked if there is a way to maintain density but each property owner gets
88 equitable credit for owning land within the easement.

89

90 Councilman Anderson explained the city can give density, or purchase the property outright to
91 make it work.

92

93 Mayor Thomas feels diversity is achieved just because of the market drive. He feels the
94 landowner should have a say and the market as well.

95

96 Councilman Leifson has an issue with getting to be a city of high density housing throughout the
97 city. He has been asked where the larger lots are with nicer homes. The General Plan helps them
98 to tell the landowner who has to have bigger lots or not. The DRC and Planning Commission
99 suggest leaving it the way it is. He is more inclined to see it the way it is.

100

101 Councilman Sorensen said looking at the property and surrounding areas the General Plan was
102 based on the General Plan for the area and it is not just with sewer but with water as well, we
103 need to ensure adequate water pressure and sewer for that area if they increase the density.
104

105 Ms. Dewey addressed the utility concerns, and stated their project should not affect the utilities
106 in an adverse way.
107

108 Councilman Sorensen said no matter who it is anytime they add extra units to the area it will
109 affect the area.
110

111 Ms. Dewey stated when they first applied they were comfortable with the density but because of
112 the requirements they cannot afford to annex and do the project with 2.5 units per acre. She
113 noted about the higher density areas but the market has the big factor and no one is going to pay
114 the higher money in that area because of the collector roads and power lines.
115

116 Councilman Sorensen asked about the costs the city required that were unexpected.
117

118 Ms. Dewey stated 2550 east will cut into the property more than they expected and each time the
119 changes are made they have had to give up additional acreage.
120

121 Councilman Leifson made a **Motion** to close the public hearing. Councilman Sorensen
122 **Seconded** and the motion **Passed** all in favor at 6:48 p.m.
123

124 Councilman Sorensen feels they have to meet the long term needs of the city.
125

126 Councilman Leifson feels this is not cut and dried, that is why they have taken so much time
127 reviewing it. This decision impacts the entire area.
128

129 Councilman Sorensen made a **Motion** to deny based on the following conditions:

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

134 Councilman Leifson **Seconded** and the motion died for lack of majority vote.

135 Councilman Barber NAY

136 Councilman Sorensen AYE

137 Councilman Leifson AYE
138

139 **CONSENT ITEMS:**

141 **Minutes of Spanish Fork City Council Meeting – November 20, 2007**

142 **Renewal Agreement Sci-Fi Channel**

143 **Ordinance Revision – Flood Plain Manager**

144
145 Councilman Sorensen made a **Motion** to accept the consent items. Councilman Leifson
146 **Seconded** and the motion **Passed** all in favor.
147

148 **NEW BUSINESS:**

149 **Eagle Scout Project – Dave Smiley**

151
152 Dave Smiley
153 Mr. Smiley is working on his Eagle Scout project, they want to name the retention basin Patriots
154 Park. They will have flags stored separately, and a collapsible flag pole as well.
155
156 Mayor Thomas asked who will store the flags and put them out.
157
158 Mr. Smiley stated the Scout Troop will take on the responsibility.
159
160 Councilman Leifson feels it is a great thing, a good spot and an awesome Eagle project, it will be
161 great for the city.
162
163 Councilman Sorensen feels there are great kids in the community wanting to help.
164
165 Mayor Thomas asked that the points for flags be built for easy maintenance.
166
167 Councilman Leifson made a **Motion** to approve the Dave Smiley Eagle Project. Councilman
168 Sorensen **Seconded** and the motion **Passed** all in favor.
169
170 **Workers Compensation Insurance Coverage Bid**
171
172 Mr. Clark explained the bids were received by two firms.
173
174 Councilman Barber suggests next year that they offer more bids.
175
176 Councilman Sorensen made a **Motion** to accept the Workers Compensation Coverage Bid and
177 award it to ULGT for 2008. Councilman Barber **Seconded** and the motion **Passed** all in favor.
178
179 **Amended Lease Agreement with Simmons Outdoor Media**
180
181 Mr. Baker explained the city has some ownership in a billboard and has had an arrangement with
182 Simmons Outdoor Media. The options for our needs were to amend the earlier agreement with
183 Simmons and it goes for 25 years with an opportunity to buy out or renegotiate. They feel the
184 best thing is to replace the wooden poles with a single monopole. The cities half of the cost is
185 \$16,717.50.
186
187 Councilman Sorensen made a **Motion** to accept the amendments to the Simmons Outdoor Media
188 Agreement. Councilman Leifson **Seconded** and the motion **Passed** all in favor.
189
190 **Community Movie Program**
191
192 Mr. Perrins explained we have been approached by CGI to create a series of informational
193 movies about Spanish Fork.
194
195 Councilman Leifson went on Farmington City's website and reviewed their movies he feels they
196 are excellent and will be good for our community.
197
198 Councilman Leifson made a **Motion** to accept the community movie program. Councilman
199 Sorensen **Seconded** and the motion **Passed** all in favor.
200

201 **OTHER BUSINESS:**

202 Mayor Thomas noted again “Shop with a Cop” will be held on Saturday. He wants to thank
203 Alexis Packard for her Christmas memory drawing of the Festival of Lights.

204
205 Mr. Baker stated Mr. McDonald lives south of the Junior High School. He applied to build a
206 garage on his property at 820 East and the city owns a private driveway on the south side of the
207 house. Mr. McDonald approached the Council to have access to the private drive in 2004 the
208 Council opted not to grant access. The fence was cut and the subject came back to the Council
209 January of 2007. They requested again to use that private drive and direction was given to make
210 some improvements that the driveway be built on his own property, he had until October of
211 2007. There has been blue staking to place a gate at the front of the private drive.

212
213 Chad McDonald

214 Mr. McDonald said they feel this is getting out of hand and they are being singled out for what
215 the public has been using for over 20 years. They understand all the laws and feel they would
216 like to come to some type of resolution. They have sought some legal council. They feel a gate at
217 the front of the street would not be needed, and they offered to bring the access way up to current
218 requirements. They are not trying to stir the waters but are trying to use the law and come to an
219 agreement.

220
221 Mayor Thomas stated direction was given previously, he feels the blue staking and moving the
222 gate will not benefit the city and it was a slap to Mr. McDonald. He feels moving the gate
223 forward punishes the tax payer. He does not feel Mr. McDonald should have cut the fence. He
224 does not think Mr. McDonald is hurting the road.

225
226 Councilman Sorensen stated the ordinance is being violated if we give him access.

227
228 Councilman Leifson stated this has been going on for three years, the previous Council when he
229 applied for the building permit showed the driveway on their property and that’s how the permit
230 was issued, then it came to this Council and they denied access again and gave them until
231 October to put it on his own property.

232
233 Councilman Sorensen stated the option was given to pave the entire access way and they refused
234 to do the option, they offered to split it. The Council felt it unnecessary for tax payers to pay for
235 their use of access.

236
237 Mayor Thomas does not want to spend money that benefits nothing to the city. He feels a fee can
238 be paid to use the access.

239
240 Councilman Leifson said this has been going on for three years both Councils have made a
241 decision and they need to move forward. Right now he is in violation of our city ordinance. We
242 offered solutions, he showed a driveway on his property in the plans, that’s how it should have
243 been. If we were to let him do it then we will have others coming and asking for things at the
244 expense of the city.

245
246 **ADJOURN:**

247
248 Councilman Sorensen made a **Motion** to adjourn to executive session for potential litigation, and
249 personnel. Councilman Leifson **Seconded** and the motion **Passed** all in favor at 7:25 p.m.

250

251
252 ADOPTED:
253

Kimberly Robinson, Deputy Recorder



MEMO
SPANISH FORK CITY
PUBLIC WORKS DEPARTMENT

DATE: December 13, 2007

TO: Mayor and City Council

FROM: Richard J. Heap, Public Works Director

RE: Electric Impact Fee Study

I have attached a copy of a proposal from Comlink to do an Impact Fee Study/Capital Facilities Plan. Comlink is the Electrical Engineering firm that just completed our Electrical Master Plan.

We debated whether to go out for RFP's or use Comlink. It is our recommendation that we accept Comlink's proposal. They know the system and the price is very reasonable. They just completed Salem's and Lehi's Impact Fee studies. Any other firm would have to get up to date on understanding our facilities and system which are not simple and would probably cost considerably more. When Comlink gave the Master Plan presentation we discussed the Impact Fee Study and the feeling we got from the Council was to get this proposal from Comlink and get the Study going.

I talked with Matt this morning. He has been involved in the Electric facilities with UMPA and SUVPS, he said he was okay going with Comlink's proposal.

860 East 4500 South - Suite 312 - Salt Lake City Utah, 84107
Office: (801) 288-4033 / Fax: (801) 288-0306

December 10, 2007

Mr. Richard Heap, P.E.
Public Works Director
Spanish Fork City
40 South Main
Spanish Fork, Utah 84660

Ref: Impact Fee Study / Capital Facilities Plan

Dear Richard,

I am pleased to provide a proposal of cost for the above referenced projects.

Impact Fee Study and Capital Facilities Plan

Cost \$10,000.00

COMLINK LAND SERVICES proposes to execute a study on behalf of Spanish Fork City Power which defines the Spanish Fork City Power Impact Fees for electrical power facilities to be imposed upon development activity as a condition of development approval or connection to the Spanish Fork City Power electrical system.

Development activity means any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need on the electrical system.

In order to plan the efficient operation and economic capital expansion of an electric power system, the system owner must be able to anticipate the need for power delivery – how much power must be delivered, and where and when it will be needed.

The calculation of a Power Impact Fee for a political subdivision's electrical power facilities is based on its Capital Facilities Plan which identifies the need to build additional substation capacity and main distribution facilities in order to accommodate anticipated future growth.

The Purpose of Impact Fees

Impact Fees seek to recover a political subdivision's costs of making system wide improvements as a result of new development, as opposed to Line Extension and Hookup Fees which are improvements made for specific developments that generally do not affect the system as a whole.

Impact fees are one-time charges imposed on development, as a condition of development approval, to cover costs associated with necessary capital improvements to the electric system needed to serve new development.

In April 1995, the Utah State Legislature passed Title 11, Chapter 36, Sections 101-401 (the “Impact Fee Act”). The “Impact Fee Act” put in place requirements regulating impact fees which apply to electric utilities owned by political subdivisions.

Study Elements

- From the spatial load forecast developed from zoning and land use information and historical peak demands provided by Spanish Fork City Power, the study provides a prediction of future electric demand that includes location (where) as one of its chief elements, in addition to magnitude (how much) and temporal (when) characteristics.
- Preparation of a Capital Facilities Plan which identifies demands placed upon existing public facilities by new development activity and the proposed means by which the local political subdivision will meet those demands.
- Identification of the impact on system improvements required by the development activity;
- Demonstration of how those impacts on system improvements are reasonably related to the development activity;
- Estimation of the proportionate share of the costs of impact on system improvements that are reasonably related to the new development activity as needed; and
- Identification of how the impact fee is calculated.
- A summary of the written analysis, designed to be understood by a lay person.

The Capital Facilities Plan

The Capital Facilities Plan identifies projects needed to meet the demand for electricity resulting from projected growth in the political subdivision. Improvements to the political subdivision’s electrical system are proposed to insure that capacity is in place to supply power to customers when needed.

The Capital Facilities Plan may include:

- The construction contract price;
- The cost of acquiring land, improvements, materials, and fixtures;
- The cost for planning, surveying, and engineering fees for services provided for and directly related to the construction of the system improvements; and
- Debt service charges, if the political subdivision might use impact fees as a revenue stream to pay the principal and interest on bonds, notes, or other obligations issued to finance the costs of the system improvements.

Attached are some examples of electrical impact fees that have been implemented by various cities in Utah. Many are being or have been updated since the publications of these numbers. If desired, **COMLINK LAND SERVICES** will provide, as an additional service, an updated table of Impact Fees as part of the study.

Example Impact Fees

City	Connection Type	Connection Size	Electric Impact Fee	Status
Murray City	Residential	Single Phase 120/240 Volt 200 Amp	\$695.97	Current
	Commercial	Single Phase 120/240 Volt 230 Amp	\$4,454.21	Current
	Commercial	3 Phase 120/208 Volt 400 Amp	\$8,374.84	Current
Lehi City	Residential	Single Phase 120/240 Volt 200 Amp	\$2,072.00	Proposed
	Residential	Single Phase 120/240 Volt 400 Amp	\$3,626.00	Proposed
	Commercial	3 Phase 120/208 Volt 400 Amp	\$16,317.00	Proposed
Kaysville City	Residential	Single Phase 120/240 Volt 200 Amp	\$907.00	Proposed
	Residential	Single Phase 120/240 Volt 400 Amp	\$1,814.00	Proposed
	Commercial	3 Phase 120/208 Volt 400 Amp	\$5,441.00	Proposed
St. George	Residential	Single Phase 120/240 Volt 200 Amp	\$2,265.00	
	Residential	Single Phase 120/240 Volt 400 Amp	\$3,669.00	
	Commercial	3 Phase 120/208 Volt 400 Amp	\$5511.00	

Timeline

Impact Fee Study/Capital Facilities Plan – 6 weeks

Thank you for the opportunity to bid on this project. Please note all bids given by **COMLINK LAND SERVICES** are firm bids. No change orders or additional charges and all work to completed in a timely manner.

Thank You,

Ed Yoshinaga,
Owner/Manager

COMLINK LAND SERVICES



REDEVELOPMENT AGENCY MEETING

PUBLIC NOTICE is hereby given that the Redevelopment Agency of Spanish Fork, Utah, will hold a public meeting in the City Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on December 18, 2007**

AGENDA ITEMS:

1. CALL TO ORDER:

2. MINUTES:

- a. August 21, 2007
- b. November 6, 2007

3. NEW BUSINESS:

- a. Resolution Creating the Dominguez CDA
- b. Review of TEC Committee Meeting

ADJOURN:

Notice is hereby given that:

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

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

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Tentative Minutes
Spanish Fork City Redevelopment Agency Meeting
August 21, 2007

Boardmembers Present: Chairman Joe L Thomas, Boardmembers Matthew D. Barber, Steven M. Leifson, G. Wayne Andersen, Seth V. Sorensen; Absent Chris C. Wadsworth

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

ADJOURN TO REDEVELOPMENT AGENCY MEETING:

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

Boardmember Steven M. Leifson - Aye
Boardmember Matthew D. Barber - Aye
Boardmember G. Wayne Andersen - Aye
Boardmember Seth V. Sorensen - Aye

Meeting Minutes of the Redevelopment Agency – June 19, 2007; July 17, 2007

Mr. Barber made a **motion** to approve the minutes of the RDA meetings for June 19, 2007, and July 17, 2007. Mr. Sorensen **seconded** and the motion **passed** all in favor.

PUBLIC HEARING:

Mr. Sorensen made a **motion** to open the public hearing. Mr. Leifson **seconded** and the motion **passed** all in favor at 7:19 p.m.

Public Hearing of the Redevelopment Agency of Spanish Fork Concerning the Proposed “ Wasatch Wind Community Development Project Area Plan” Dated July 16, 2007

Randy Feil

The minutes should show that this is the time and date set for a public hearing on the Wasatch Wind Community Development Project Area and Project Area Plan and for public comment, conducted by the Redevelopment Agency of Spanish Fork on Tuesday, August 21, 2007 at 7:00 p.m. in the City Council Chambers, Spanish Fork City Hall , 40 South Main Street, Spanish Fork, Utah, pursuant to Notice. The purposes of this public hearing are to:

- 47 (1) allow public comment on the draft Wasatch Wind Community Development
48 Project Area Plan (the “Project Area Plan”) for the Wasatch Wind Community
49 Development Project Area (“the Project Area”);
50 (2) allow public comment on whether the draft Project Area Plan should be revised,
51 adopted or rejected; and
52 (3) receive all written objections and hear all oral objections to the draft Project Area
53 Plan.

54 The following documents, along with their related certificates or affidavits of mailing ,
55 proofs of publication, etc. will be made part of the public hearing record:

- 56 1. A Notice of Public Hearing as required by the community Development and
57 Renewal Agencies Act, Title 17C, Parts 1 through 4, Utah Code Annotated, which
58 was published on August 3, 2007 in the Provo Daily Herald newspaper.
59 2. The Redevelopment Agency Resolution 07-03 dated the 5th day of June 2007
60 authorizing the preparation of a draft project area plan, as provided by Section
61 17C-4-101 of the Act.
62 3. A Notice executed by the Redevelopment Agency which was mailed to: (a) each
63 owner of record owning property within the boundaries of the proposed Project
64 Area; (b) each taxing entity having the power to levy a tax within the boundaries
65 of the proposed Project Area.
66 4. The draft Community Development Project Area Plan entitled, “Wasatch Wind
67 Community Development Project Area Plan” containing the provisions required
68 by the Act, which draft Plan has been available for public inspection at the office
69 of the Redevelopment Agency since at least July 16, 2007. Copies of said Plan are
70 also available at this hearing and may be reviewed by interested parties.
71 5. The Agenda of this meeting and the Notice of Meeting which has been given as
72 required by Section 52-4-6, Utah Code Annotated.
73

74 The Redevelopment Agency is holding this public hearing pursuant to the
75 provisions of Section 17C-4-402(1)(e)(I) of the Act which reads as follows:
76

77 “(1) In order to adopt a project area plan, after adopting a resolution under Subsection
78 17C-4-101, the agency shall:

79 (e) hold a public hearing on the draft project area plan and, at that public
80 hearing:

81 (I) allow public comment on:

82 (A) the draft project area plan; and

83 (B) whether the draft project area plan should be revised, approved, or
84 rejected.”

85 The public record should reflect that at the time of commencement of this public
86 hearing, the Redevelopment Agency had received no objections to the Project Area Plan.
87 The Agency will consider any oral objections to the adoption of the draft Community
88 Development Project Area Plan which may be made at this hearing.
89

90 Mr. Baker reviewed the Wasatch Wind Community Development Project Area Plan, and
91 gave a history. Two years ago this was planned farther down wind in an area that citizens
92 objected to, through some diligent negotiations this area was moved farther to the east.

93 Because of the move Wasatch Wind Park 2 has incurred expenses and are asking for
94 some reimbursement, the benefit analysis which is also attached shows the amounts. The
95 plan contemplates there will be four entities involved. The school district has already
96 approved the interlocal agreement subject to our approval. There is also some additional
97 economic benefit that will come to the city for lease of the property. The construction
98 costs will be approximately \$30 million dollars. It is anticipated that 1 to 4 employees
99 will be retained to operate the facility, representing new jobs. The plan has been on file
100 and available for public inspection.

101

102 James Westwater

103 Mr. Westwater asked when this project will be completed and online.

104

105 Chairman Thomas stated it should be online late in 2008. He added he is also delighted
106 for this project to come to the city.

107

108 Mr. Westwater thinks this is a great step forward for Spanish Fork, we will be set on the
109 map as a progressive city, and it also helps with business.

110

111 There were no agency questions at this time.

112

113 Mr. Sorensen made a **motion** to close the Public Hearing. Mr. Anderson **seconded** and
114 the motion **passed** all in favor at 7:37 p.m.

115

116 **Consideration and Adoption of Resolution and Findings – Wasatch Wind CDA**
117 **Project Area Plan**

118

119 Mr. Sorensen made a **motion** to adopt RDA Resolution 07-03, a Resolution of the
120 Redevelopment Agency of Spanish Fork Adopting the Community Development Project
121 Area Plan Entitled “Wasatch Wind Community Development Project Area Plan,” Dated
122 July 16, 2007.

123 Mr. Leifson **seconded** and the motion **passed** all in favor by a roll call vote.

124

125 Boardmember Steven M. Leifson - Aye

126 Boardmember Matthew D. Barber - Aye

127 Boardmember G. Wayne Andersen - Aye

128 Boardmember Seth V. Sorensen - Aye

129

130 **Interlocal agreement with Nebo School District – Wasatch Wind CDA**

131

132 Mr. Andersen made a **motion** to adopt RDA Resolution 07-06, a Resolution of the
133 Governing Board of the Redevelopment Agency of Spanish Fork Approving and
134 Authorizing Execution of an Interlocal agreement between the Redevelopment Agency of
135 Spanish Fork and the Nebo School District.

136 Mr. Barber **seconded** and the motion **passed** all in favor.

137

138 **Interlocal Agreement CUWCD – Wasatch Wind CDA**

139

140 Mr. Barber made a **motion** to adopt the RDA Resolution 07-04, a Resolution of the
141 Governing Board of the Redevelopment Agency of Spanish Fork approving and
142 Authorizing Execution of an Interlocal Agreement between the Redevelopment Agency
143 of Spanish Fork and the Central Utah Water Conservancy District, and authorizing the
144 Chairman of the Redevelopment Agency to sign the agreement.

145 Mr. Sorensen **seconded** and the motion **passed** all in favor.

146

147 **Interlocal Agreement Spanish Fork City – Wasatch Wind CDA**

148

149 Mr. Barber made a **motion** to adopt RDA Resolution 07-07, a Resolution of the
150 Legislative Body of the City of Spanish Fork Approving and authorizing execution of an
151 Interlocal agreement between the City of Spanish Fork and the Redevelopment Agency
152 of Spanish Fork.

153 Mr. Leifson **seconded** and the motion **passed** all in favor

154

155 **Interlocal Agreement with North Park CDA**

156

157 Mr. Baker explained the changes to the agreement.

158

159 Mr. Sorensen made a **motion** to adopt RDA Resolution 07-05, a Resolution authorizing
160 the Chairman of the Spanish Fork City Redevelopment Agency to Execute Contracts
161 related to the North Park Community Development Area.

162 Mr. Barber **seconded** and the motion **passed** all in favor.

163

164 **ADJOURN:**

165

166 Councilman Sorensen made a **motion** to adjourn the RDA meeting back to the City
167 Council meeting. Councilman Andersen **seconded** and the motion **passed** all in favor at
168 7:46 p.m.

169

170 ADOPTED:

171

172

Kimberly Robinson, Deputy Recorder

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Tentative Meeting Minutes
Spanish Fork City Redevelopment Agency
November 6, 2007

Boardmember's Present: Matthew D. Barber, Chris C. Wadsworth, G. Wayne Andersen, Seth V. Sorensen

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

Citizens Present: Colby Bellows, Ashlee Swenson, Lysie Beckstrom, Merrell Jolley, Veronica Hancock, Heidi Hancock, Spencer Borup, Stephen Atkinson, Ralph Calder, Kaiden Hunt, Calvin Hansen, Ray Galt, Ken *Illegible*, Heather Campbell, Chris Hansen, Taalin Rasmussen, Jackson Frame, Caleb Dayley, Brendan Dayley, Heath Morgan, Tanner Sandbakken, Ethan Lowe, Cody Fillerup, Jacob Wahinehookae, D. Weatherford, Shay LeFevre, Matt Chandler, Pat Parkinson, Josh Butler, Trevor Carter, Mallory Kelly, Katie Jackson, Alexa Beck, Matt Gardner, Alex Rodriguez Vaugas, Shiloh Nelson, Justin Humphreys, Spencer Barber, Bruce Fallon, Josh Fallon, Todd Mitchell, Silas Baum, Levi Mitchell, Justin Bradford, Treyven Harrison, Lafe Baum, Susan Barber, Ralph Calder

ADJOURN TO RDA MEETING:

Councilman Sorensen made a **motion** to adjourn to RDA meeting. Councilman Andersen **seconded** and the motion **passed** all in favor at 6:58 p.m.

Budget Revision FY 2008

Mr. Clark stated there was no change to the RDA budget. They have met the noticing requirements in case there was a change.

Mr. Sorensen made a **motion** to close the public hearing and return to the regular Council meeting. Mr. Leifson **seconded** and the motion **passed** all in favor at 6:59 p.m.

ADOPTED:

Kimberly Robinson, Deputy Recorder

THE SPANISH FORK CITY REDEVELOPMENT AGENCY

Resolution RDA No. _____

ROLL CALL

VOTING	YES	NO
JOE L THOMAS CHAIRPERSON		
G. WAYNE ANDERSEN		
MATTHEW D. BARBER		
STEVE LEIFSON		
SETH V. SORENSEN		
CHRIS C. WADSWORTH		

I MOVE this resolution be adopted: _____

I SECOND the foregoing motion: _____

Resolution No.

A RESOLUTION OF THE SPANISH FORK CITY REDEVELOPMENT AGENCY DESIGNATING THE DOMINGUEZ DEVELOPMENT PROJECT AREA, AUTHORIZING THE PREPARATION OF A DRAFT PROJECT AREA PLAN AND DRAFT PROJECT AREA BUDGET, AND AUTHORIZING AND DIRECTING ALL NECESSARY ACTION BY THE AGENCY, STAFF, AND COUNSEL.

WHEREAS, Spanish Fork City has created the Spanish Fork City Redevelopment Agency (the Agency) by resolution, pursuant to the provisions of Utah Code Annotated §17C-1-201, for the purpose of conducting urban renewal, economic development, and community development activities within Spanish Fork City, as contemplated by the Limited Purpose Local Government Entities-- Community Development and Renewal Agencies Act, Chapter 4 of Title 17C of the Utah Code (the Act); and

WHEREAS, the Agency, having made a preliminary investigation and conducted initial studies and inquiries, desires now to conduct community development activities in the area (the Proposed Project Area) defined by the legal description and map attached hereto, respectively, as Exhibits A and B, and incorporated herein by this reference, pursuant to Utah Code Annotated §17C-4-102(1)(a); and

WHEREAS, the Agency desires to begin the process of adopting a project area plan for the Proposed Project Area by adopting this Resolution authorizing the preparation of a Draft Project Area Plan, pursuant to §17C-4-102(1)(a) of the Act;

NOW THEREFORE, Be it Resolved by the Spanish Fork City Redevelopment Agency as follows:

1. That the Agency designate, and hereby designates, the Proposed Project Area as the Dominguez Development Project Area, the boundaries of which are described in Exhibit A hereof, and depicted on the map attached hereto as Exhibit B.

2. That the Agency counsel and staff, severally and collectively, be and are hereby authorized and directed:

a. to prepare the Draft Community Development Project Area Plan as required by Utah Code Ann. §17C-4-102(1)(a);

b. to prepare the Draft Community Development Project Area Budget as provided in Utah Code Ann. §17C-4-204(1);

c. to undertake all such actions as may be required by the Limited Purpose Local Government Entities--Community Development and Renewal Agencies Act, or which may otherwise be necessary or desirable to the successful establishment of the proposed Dominguez Development Project Area, including, without limitation, the negotiation of agreements with taxing entities, the preparation for all necessary hearings and the preparation, publication, and/or mailing of statutorily required notices; and

3. That this Resolution shall take effect upon adoption.

APPROVED AND ADOPTED this 18th day of December, 2007.

JOE L THOMAS, Chairman

ATTEST:

DAVID OYLER, Executive Director

BEGINNING AT A POINT WHICH IS LOCATED NORTH 262.17 FEET AND EAST 59.11 FEET FROM THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE S00°25'55"W	1071.82 FEET;
THENCE N88°32'04"W	1534.39 FEET;
THENCE N00°43'06"E	1003.36 FEET;
THENCE N64°12'36"E	120.26 FEET;
THENCE S88°44'37"E	710.02 FEET;
THENCE S89°23'50"E	711.30 FEET

TO THE POINT OF BEGINNING, CONTAINING 37.30 ACRES.

Exhibit B Dominguez CDA



1 Inch equals 300 Feet

Legend

- Dominguez CDA
- Roads
 - Other Roads
 - Not Paved
 - Paved
- Railroad
- County_SF_Parcels
- Rivers
- Spanish Fork Boundary

12/13/2007



Geographic Information Systems

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

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

