



## **AMENDED CITY COUNCIL AGENDA**

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 November 4, 2008**.

### AGENDA ITEMS:

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

- a. Pledge
- b. Citizen Recognition Award

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

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

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

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

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

- a. \*[Minutes of Spanish Fork City Council Meeting – October 21, 2008](#)
- b. \*[Spanish Fork Cheerleaders Fiesta Days Contract](#)
- c. \*[Main Street Plaza Parking Agreement](#)

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

- a. Utah Valley Dispatch Special Service District Board Appointment
- b. \*[Southgate Village Trail Property Purchase Agreement](#)

#### **6. EXECUTIVE SESSION:**

- a. Sale of Property

### ADJOURN:

\* Supporting documentation is available on the City's website [www.spanishfork.org](http://www.spanishfork.org)

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.

Draft Minutes  
Spanish Fork City Council Meeting  
October 21, 2008

**Elected Officials Present:** Mayor Joe Thomas, Councilman Jens P. Nielson, Councilman Richard M. Davis, Councilman Wayne Anderson, Councilman Steve Leifson, Councilman Rod Dart.

**Staff Present:** Richard Heap, Public Works Director; Seth Perrins, Assistant City Manager; Dave Oyler, City Manager; Junior Baker, City Attorney; Dee Rosenbaum, Public Safety Director; Kent Clark, Finance Director; Dale Robinson, Parks and Recreation Director; Dave Anderson, Planning Director; Steve Money, Events Coordinator; Elaine Hansen, Events Coordinator; Shelley Hendrickson, Planning Secretary.

**Citizens Present:** Brad King, Ted Huntington, Lynn Leifson, Sonnett Davies, Cody Pike, Katie Tanner, Kristen Roberts, Cecile Peay, Kenneth Peay, Michael Norris, Alicia Norris, Breanna Norris, Britneylee Reynolds, Adam Wakeland, Jen Allen, Jenny Hatch, Lana Creer-Harris, Skyler Bagshaw, Shelley Hawker, Paul Hawker, Karron Jackson, Trevor Brown, Connor Brown.

**CALL TO ORDER**

- a. Pledge
- b. Swearing in of new Youth City Councilmember's
- c. Remarks by State Senate District 13 Candidate – Kenneth Peay
- d. Remarks by State Senate District 27 Candidate – Brad King
- e. Presentation to Outgoing Fiesta Days Chairman
- f. Committee Appointments

Brad and Tina Gonzales – Vice Chairman of Fiesta Days Committee

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

Councilman Anderson led in the pledge.

Rochelle Barber introduced Julie Ashton who will be helping her with the youth council. She explained that more youth were getting involved with the youth council and they were having a good time. The youth council introduced themselves and the activities they were involved in planning and carrying out. They were Jennifer Lowe, Katie Jackson, Shelby Relmquist, Ana Davies, Katie Tanner, Thomas Phillips, and Kelly Orton. Rochelle Barber asked the rest of the youth council to introduce themselves and the position they were holding and introduced the youth council to the current City employees so that the youth

44 would know who they would be working with. The youth council introduced themselves as  
45 follows: Rachel Bingham, Danielle Jones, Talin, Cody Pike, Ashley Shelley, Josie  
46 Osborne, Nisha Martinez, Kristen Prior, Kayla Adams, Kristen Roberts, Travis Kingree,  
47 Matt Russell, Brean Norris, Britany Reynolds, Sauna Novack, Kara Fatherstrom, Jennie,  
48 Hatch, Kara Breton, Angela Nuewala, and Jordan Osborne.

49  
50 Kenneth Peay introduced himself to the council and expressed he felt it was great to see  
51 young kids getting involved in politics. He said he was raised in Benjamin, and graduated  
52 from Spanish Fork High School. He explained the reasons he was running for office and  
53 his years of service and his current employment. Councilman Anderson asked him what he  
54 could do for citizens of Spanish Fork City regarding transportation and I-15 interchange.  
55 Mr. Peay said he could lend his voice, and having been a Utah Highway Patrolman, he  
56 understood the safety concerns with the interchange and said public transportation would  
57 be one of his top priorities.

58  
59 Brad King introduced himself and said he lived in Price. He explained the district boundary  
60 lines, that he had been in the House of Representatives for the last 12 years, his years of  
61 service, current employment, education, his desire to continue his service and that if he  
62 was elected it would not be the last time that the council would see him. With regard to  
63 transportation and the interchange he explained it would be a hard battle because of the  
64 cost but feels it can be worked through. He said he felt something the legislature did poorly  
65 was to complain about the unfunded mandates the Federal government gives but did not  
66 have any problem doing it to City officials.

67  
68 Elaine Hanson said it had been a privilege to work with Mike and Alisha Norris as Chairman  
69 of the Fiesta Days Committee, thanked them for there generous service, and gave them a  
70 plaque. Mayor Thomas and Councilman Davis also thanked them.

71  
72 Mayor Thomas appointed Brad and Tina Gonzales as the new Vice Chairman of the Fiesta  
73 Days Committee. Mr. Anderson **moved to accept**. Councilman Leifson **seconded** and the  
74 motion **passed** all in favor.

75  
76

#### 77 PUBLIC COMMENTS

78  
79 There was none.

80

#### 81 COUNCIL COMMENTS

82

83 Councilman Dart said there would be trick-or-treating along Main street on Saturday. He  
84 said he felt the fire station open house was a success and that while he was there they got  
85 a call and it was neat to see the firemen in action. He thanked the fire department, Bryce  
86 Walker and George Beardall for the great job they do on Channel 17.

87

88 Councilman Leifson commented about the scarecrows on Main street and commended  
89 those who participated. He said the Recreation Department had moved into the old police  
90 station at 775 North Main.

91

92 Councilman Nielson commented on voting. He explained that the citizens could vote early  
93 and explained when and where.

94

95 Councilman Davis said he was proud of the Youth Council and that it had doubled from last  
96 year. He said Rochelle Barber was doing a great job. He then thanked Mike and Alisha  
97 Norris and said they were truly great volunteers. He said he was excited to work with Brad  
98 and Tina Gonzales. He thanked all of the volunteers that helped with the flowers on Main  
99 street.

100

101 Councilman Anderson expressed his interest in transportation and feels the north end of  
102 town was critical. He explained the meetings he attended and would be attending to figure  
103 out a way to bring the I-15 interchange construction into play earlier than anticipated. He  
104 said there were six major transportation corridors and that three of them converge at that  
105 Spanish Fork interchange and feels there will be a problem if it is not addressed. He said  
106 he would be working very hard in the next year to get it taken care of. He then explained  
107 the revenue stream, capital projects and the funding with them and that the City was in a  
108 strong position and would be diligent and frugal.

109

110 Mayor Thomas said that he felt the scarecrows on Main street were fantastic and  
111 encouraged people to go and see them and shop. He said the windmills continue to get  
112 great press and that there was an article in the New York Times. He explained the  
113 windmills are very sophisticated and if everything is not right they will trip and then come  
114 back on in 30 minutes, thus explaining why all nine windmills may not be turning at once.  
115 He said the biggest delay with North park was the economic down turn in the country and  
116 the wetlands but that Home depot publicly announced that the Spanish Fork store would  
117 move forward. He explained the projects he would be putting his energy into over the next  
118 year (other recycling options and going green) and challenged the council members to  
119 come up with their own projects or help the Mayor with his.

120

121

## 122 PUBLIC HEARINGS

123

124

### a. Huntington/Leifson Annexation

125

126 Councilman Anderson **moved to open** into public hearings. Councilman Davis **seconded**  
127 and the motion **passed** all in favor at 6:42 p.m. Councilman Anderson recused himself.

128

129 Mr. Anderson explained that the proposal was 10.25 acres and that there were two  
130 petitioners involved. He said the properties were located south and east of the intersection  
131 of South Lane and River Bottoms Road and there was one dwelling in the proposed  
132 annexation. He said the Planning Commission and the Development Review Committee  
133 had both reviewed the proposal and the bodies did not see eye to eye; that the  
134 Development Review Committee made a motion to deny and the Planning Commission  
135 made a motion to approve. He said the Planning Commission did not see any harm in  
136 approving the annexation if the exclusive agriculture zone was assigned thus making it  
137 impossible for the owners to change the use of the property. The Development Review  
138 Committee's perspective was that the general plan elements along with transportation,  
139 power, or storm drain facilities for the river bottoms area had not been completed and  
140 based on those things the annexation was premature. He explained the subject properties  
141 were not within the growth boundary. Mr. Anderson said his opinion from a planning  
142 perspective was that the River Bottoms was a big area that would require careful planning  
143 in advance before development and change of uses that would alter the character of the  
144 River Bottoms today and the timing was off. He explained the applicants understood the  
145 bigger process but had concerns with being attached to a bigger project. Mr. Anderson  
146 said he did not see a purpose in annexing properties in a fashion of limiting agricultural  
147 zoning and feels the county provides adequate service to the subject properties. Mayor  
148 Thomas asked if this parcel was included in the group that had come in months ago. Mr.  
149 Anderson said these properties were not included.

150  
151 Discussion was held regarding the exclusive agricultural zone.

152  
153 Mayor Thomas opened for public hearing.

154  
155 Ted Huntington said he was disappointed in the City's staff's decision. He said he did not  
156 want to be part of the River Bottoms as a whole because they are on the north side of the  
157 canal. He explained why he felt he would not negatively impact the City by being annexed  
158 in. He said he would be happy to be annexed in as exclusive agriculture.

159  
160 Mayor Thomas said he did not see any risk if this proposal is involved in the 1600 acres.  
161 He said he would support the annexation if the land was zoned exclusive agriculture.  
162 Councilman Nielson asked how much costs the applicants had incurred. Mr. Huntington  
163 explained the costs he had incurred. Councilman Nielson said he felt that other property  
164 owners might come in and want to annex as well.

165  
166 Paul Hocker

167 Mr. Hocker asked if the City was entertaining the idea of annexing why they wouldn't  
168 consider annexing River Bottoms Road. Mayor Thomas said the City would not want  
169 responsibility for the road.

170  
171 Shawna Warnick

172 Ms. Warnick said she lives close to River Bottoms Road and appreciated hearing that the  
173 City was wanting to carefully plan the river bottoms area.

174

175 Lynn Leifson

176 Mr. Leifson explained there was talk some time ago of a 1600 acre annexation with one  
177 acre lots and initially started his annexation with the idea to be separate from the bigger  
178 annexation. He said he had three acres in the county but lives on contiguous property. His  
179 house and lot are in the city but the rest was in the county. He said he could not do  
180 anything with his property in the county. He said he knows now that the costs from the  
181 infrastructure is too much and given today's economy that development was not an option  
182 but would like to be annexed into the City and would not expect anything from the City.

183

184 Mayor Thomas asked if the applicant is granted exclusive agriculture what that would  
185 entail.

186

187 Mr. Anderson said the City would not incur any significant down side if the proposal was  
188 annexed into the City.

189

190 Mayor Thomas encouraged the council to annex the subject properties since it would not  
191 hurt the City.

192

193 Mr. Anderson said he felt annexing a property just to annex, without a specific goal in mind,  
194 was not good land use.

195

196 Mr. Oyler said that the state law implies that if you annex a property you have to be capable  
197 of providing services to the property, and that typically when you annex you put certain  
198 stipulations on the property. Mr. Oyler explained that the best time to put the stipulations is  
199 at the time of annexation. He said that the property owners requested to be de-annexed  
200 into the county.

201

202 Mr. Anderson explained that the growth boundary did follow a very topographical ridge and  
203 that the City had not annexed the slope or the River Bottoms. He said the Council had a  
204 report from Mr. Heaps spelling out what infrastructure would be needed and feels a  
205 development agreement could be helpful.

206

207 Councilman Anderson explained there were examples all over town of properties that were  
208 developed with no coordination or consideration to the adjacent properties. He said he felt,  
209 because of the problems experienced in the past, that the council determined that when a  
210 piece of property was annexed as part of the annexation process they would look at the  
211 master plan in the area to see if it would fit in. He said they had an excellent example of  
212 this with the northeast bench. He said he felt if the subject property was annexed in with no  
213 forethought or planning that they were defeating the purpose they were trying to  
214 accomplish and going back on what they felt was an important process to do.

215 Councilman Davis **moved** to **close** public hearings. Councilman Anderson **seconded** and  
216 the motion **passed** all in favor at 7:24 p.m.

217  
218 Councilman Davis said he feels that the river bottoms road may not be in existence when  
219 the transportation report comes back. He got a report from Richard Heap and feels that  
220 transportation reports need to be looked at. He hates to see it zoned just to be zoned  
221 again.

222  
223 Councilman Nielson **moved** to **deny** the Huntington Leifson annexation request.  
224 Councilman Davis **seconded** and it **passed** all in favor.

225  
226

### 227 CONSENT ITEMS

228

229 a. **Minutes of Spanish Fork City Council Meeting – October 7, 2008.**

230

231 Councilman Leifson **moved** to **approve** the consent items. Councilman Dart **seconded**  
232 and the motion **passed** all in favor.

233

234

### 235 NEW BUSINESS

236

237 a. **Connell Easement Agreement**

238

239 Mr. Baker said this should have been a consent item and explained the canal runs  
240 along Powerhouse road.

241

242 Councilman Leifson **moved** to **approve** the Connell easement agreement.

243 Councilman Dart **seconded** and the motion **passed** all in favor.

244

245

### 246 OTHER BUSINESS

247

248 a. **Private Street Dedications to Spanish Fork City – Fairway Meadows**  
249 **& East Fairway Meadows**

250

251 Richard Heap said it was his understanding from a few meetings ago that the council  
252 wanted to take over private streets and there were a couple that may qualify. He  
253 said that East Fairway Meadow and Fairway Meadows homeowners associations  
254 had requested the city take over the roads. He said the asphalt widths meet the sub  
255 local street requirements but that there was sidewalk on only one side of the street.

256 The setbacks are adequate the only thing not up to standard was the ADA ramps  
257 and there are a few small trip hazards.

258

259 Mayor Thomas asked if the HOAs would be incurring any of the costs.

260

261 Councilman Leifson asked what happens when the ADA standards change. Mr.  
262 Heap explained they were put on a list.

263

264 Discussion was held regarding whether or not the City would put sidewalk on both  
265 sides of the streets and that if it needs to be done that the HOA pay for it.

266

267 Councilman Dart said that vehicles start going faster at the section of the road where  
268 it widens. Mr. Heap said they can study it to see what the actual speeds are.

269

270 Rebecca Cressman

271 Ms. Cressman said she needed to go back and talk to the members of the HOA that  
272 they did have some legal requirements if there was a change of property.

273

274 Mayor Thomas asked if the homeowner's would be willing to pay for the sidewalk.

275

276 Mr. Heap explained to get the sidewalk up to standard it would cost \$105,000 and  
277 that the snow removal would be a level 3.

278

279 Mr. Anderson asked if the City would have liability if the city took over the sidewalks  
280 with them not meeting ADA standards. Mr. Baker explained what would trigger the  
281 liability.

282

283 Shelley Hocker

284 Ms. Hocker explained what was originally planned to be constructed and the reason  
285 for the HOA split. She said the members of her HOA have approved the city to take  
286 over the streets.

287

288 Mayor Thomas explained he felt that the HOAs should make an offer to the City and  
289 then the City would decide if they would take over the streets.

290

291 Discussion was held regarding the HOAs and making an offer.

292

293

294

295

296 EXECUTIVE SESSION

297

298 a. Property Purchase

299 b. Security Issues

300 c. Personnel

301

302

303 Councilman Leifson made a **motion** to **adjourn** to executive session for property  
304 purchase, security issues and personnel. Councilman Dart **seconded** and the  
305 motion **passed** all in favor at 7:47p.m.

306

307 **Adopted:**

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310

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Shelley Hendrickson, Planning Secretary

DRAFT

## MEMO

To: Mayor and Council  
From: S. Junior Baker  
Date: 23 October 2008  
Re: SF Cheerleaders Contract

On the City Council agenda, for November 4, is an item to approve a contract for the Spanish Fork High School cheerleaders to run a concession stand during the Fiesta Days Rodeo. They have done this for many years, as a fund raiser, but have never had a contract. Due to their long tenure doing this, I have placed it on the agenda as a consent item.

This is a one year contract, anticipating that the Maple Mountain cheerleaders will want similar privileges, once that school opens. It will have many of the same cheerleaders who are presently at SFHS, and may have some of the same instructors. I would anticipate that the two high schools will alternate years performing this service.

This contract also requires them to provide a complimentary meal to the participants. This was initiated this year (2008) and worked out very well both for the cheerleaders and the City.

## **CONTRACT**

COMES NOW Spanish Fork City (City) and the Spanish Fork High School Cheerleaders, a subdivision of the Nebo School District, a public entity (Cheerleaders) and hereby enter into this contract for the benefit of all parties.

### **RECITALS**

WHEREAS, Spanish Fork City holds an annual city celebration known as Fiesta Days, which includes a PRCA rodeo; and

WHEREAS, in order to effectively hold a PRCA rodeo, adequate concessions need to be available, with clean and modern equipment; and

WHEREAS, Cheerleaders is a public organization which provides opportunities to students attending high school within Spanish Fork City; and

WHEREAS, Cheerleaders can operate rodeo concessions with modern equipment and keep it clean and can use the proceeds therefrom as a fund raiser to provide greater opportunities for Spanish Fork youth; and

WHEREAS, Cheerleaders have no administrative expenses so all proceeds from the rodeo concessions goes to provide greater opportunities for local students; and

WHEREAS, the service performed by the Cheerleaders is for the broader good of the community and justifies City in waiving the fee charged to concessionaires during Fiesta Days;

NOW THEREFORE, the parties hereby

### **CONTRACT, COVENANT, and AGREE**

1. City grants to Cheerleaders a concession license to operate concession facilities located at the north end of the arena for the PRCA rodeo held during Fiesta Days.
2. City agrees to waive the concessionaire fee to the Cheerleaders in return for the consideration set forth hereinafter.
3. Cheerleaders agree to clean the concession facilities referred to in paragraph 1. The cleaning referred to herein shall include pickup before and after each rodeo event during Fiesta Days between arena sections "I" through "L." Cleaning consists of the bleachers, under the bleachers, and the arena outside the bleacher area for the assigned sections. Sections under the bleachers which have animals housed during the event will need to be picked up after the animals are removed, either later that night or the next day, prior to the next performance. Cheerleaders further agree to provide one burger, fry, and medium drink to each participant. City is responsible to provide eligible participants with a voucher or coupon to be redeemed for the agreed upon meal.

4. This agreement shall be for one year and shall cover the Fiesta Days rodeo for the year 2009.
5. This agreement represents the entire agreement between the parties concerning the subject matter hereof. Any prior representations, discussions, or agreements are merged herein and superceded hereby.
6. This agreement may be modified only by a written amendment to the agreement, signed by all the parties hereto.

DATED this \_\_\_\_ day of November, 2008

SPANISH FORK CITY by:

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

Attest:

\_\_\_\_\_  
Kim Robinson, City Recorder

SPANISH FORK CHEERLEADERS by:

\_\_\_\_\_  
DAVID McKEE,  
Principal, Spanish Fork High School

## MEMO

To: Mayor and Council  
From: S. Junior Baker  
Date: 29 October 2008  
Re: Main Street Plaza Parking Contract

On the City Council agenda, for November 4, is an item to approve a contract with Skyhawk Investments II (Kevin Pritchett) for parking at the old chamber of commerce site, adjacent to Main Street Plaza. This contains all of the requirements imposed by the council when we met with Kevin and Mark Morley in August. This is a 30 year contract, which we can terminate earlier by paying \$1,000 per year remaining on the lease, as agreed. Kevin owes us for the cost of asphaltting the old chamber site, in the amount of approximately \$18,250.00, plus, he had the old chamber building razed, at an approximate cost of \$6,000.00. Since it has been carefully reviewed by the Council, I have placed it on the consent agenda.

## CONTRACT FOR CROSS PARKING

COME NOW Spanish Fork City (City) and Skyhawk Investments II, LLC (Skyhawk) and hereby contract, covenant, and agree as follows:

1. Skyhawk is the successor in interest of Lane Henderson, as the owner of the Main Street Plaza located at the northeast corner of 300 North Main in Spanish Fork. City and Henderson have a contract for cross parking, which now benefits Skyhawk, as successor in interest. This agreement replaces the earlier cross parking contract dated the 5<sup>th</sup> day of June 2001 between City and Henderson, which agreement shall no longer be in effect.

2. The parties hereto recognize a lack of parking on the block between 300 and 400 North between Main Street and 100 East. The parties also recognize a safety hazard, with the increased traffic on 400 North, at the ingress/egress point from the parking area onto 400 North located just east of the Memorial Building on the southeast corner of 400 North Main, as well as safety concerns with a drive approach immediately adjacent to the bays at the Public Safety Building which house fire trucks and ambulances. This agreement is intended to address both the parking and safety concerns.

3. City agrees to provide additional parking spaces, as outlined in Exhibit A, in return for the considerations set forth herein.

4. City will allow the existing building housing the chamber of commerce to be demolished and replaced with 25 parking spaces ("Chamber Site"). City will continue to own the Chamber Site and will lease it to Skyhawk for parking, pursuant to the terms

outlined herein. Skyhawk will provide or cause to be provided replacement space for the chamber of commerce, at no cost, for the remainder of the calendar year 2008, at which time the chamber of commerce will be housed elsewhere on City premises, or may negotiate its own rental arrangement but Skyhawk will have no further obligation to the chamber of commerce unless otherwise agreed in writing by Skyhawk. Skyhawk shall be responsible, at its sole cost and expense, to have the chamber of commerce building demolished and the Chamber Site to be asphalted, to City standards. City shall submit a proposal outlining the proposed square foot costs for the asphalt to Skyhawk prior to commencing work. City will cause the asphalt work to be done on the Chamber Site when the balance of the parking identified on Exhibit A is completed and Skyhawk will reimburse City the cost of asphaltting the Chamber Site within thirty (30) days of the work being completed, provided the proposed costs are reasonable. Skyhawk will be responsible to have the building demolished in a timely manner so as to not delay the asphaltting.

a. As additional consideration for Skyhawk to perform its obligations hereunder, City shall lease the Chamber Site to Skyhawk for use by the public in general, excluding therefrom all employees of Main Street Plaza or other businesses located within a one block radius of the Chamber Site, for a period of thirty (30) years, unless earlier terminated, as provided herein ("Lease").

Skyhawk has enforcement authority to enforce the parking regulations, which may include calling the police department to issue a parking citation. City acknowledges that Skyhawk has prepaid any and all rent that is or may become due under the Lease. City may terminate the Lease with sixty (60) days written

notice to Skyhawk and immediate payment to Skyhawk of \$1,000 per year, for every year remaining in the term of the Lease. Notwithstanding anything to the contrary, in the event the City terminates the Lease or Skyhawk's access to the Chamber Site or additional parking is diminished for any reason, Skyhawk may cause the City, at the City's expense, to reconstruct all accesses enjoyed by Skyhawk prior to entering this Agreement and the City shall not restrict the access or parking enjoyed by Skyhawk prior to entering this Agreement, and City hereby grants Skyhawk an easement necessary to accomplish the same.

b. Notwithstanding anything to the contrary herein, City hereby grants Skyhawk the first right to purchase the Chamber Site, under the same terms and conditions as accepted by the City made in a bona fide offer to purchase.

5. Attached as Exhibit A, and incorporated herein by this reference, is the new parking layout plan, including curbing located just south of the center part of the block. The yellow striped lines represent parking stalls to be immediately constructed by City. The white striped lines represent potential future parking stalls. No time line for the future stalls is set, and City does not guarantee that the future parking stalls will ever be constructed. The yellow and white striped parking stalls shall be available to the general public, except as otherwise stated, until such time as City changes the use of its property, subject to this agreement. Notwithstanding anything to the contrary, however, should City change the use of its property, City shall make reasonable accommodations for parking for the benefit of Skyhawk. City specifically reserves emergency personnel parking and prohibits public parking in the area designated next to the public safety building, and which parking stalls are marked, on Exhibit A, with red striped lines. City

will relocate Skyhawk's dumpster enclosure and the Grease Bin to the location shown on Exhibit A as part of the construction process at City's expense.

6. City will close the existing drive approaches on 400 North and the one adjacent to Main Street Plaza commercial center on 300 North and replace them with the drive approaches as shown on Exhibit A.

7. In using the parking made available hereby, neither party shall block access to the other's property, including driveways, drive approaches, rights-of-way, etc.

8. Nothing herein shall prohibit either party from constructing additional facilities, even though the overall available parking may be decreased thereby, provided that Skyhawk must maintain a minimum of twenty-five (25) off-street parking stalls.

9. This document represents the entire agreement between the parties. All prior negotiations, understandings, or agreements are merged herein and superseded hereby.

10. This document may only be amended by a written document executed by all the parties hereto.

11. This contract is binding upon the heirs, successors, and assigns of the each of the parties hereto.

DATED this 4th day of November, 2008.

SPANISH FORK CITY by:

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JOE L THOMAS, Mayor

ATTEST:

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KIM ROBINSON, Recorder

SKYHAWK INVESTMENTS II, LLC by:

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KEVIN PRITCHETT, Manager

# Memo

To: Mayor and City Council  
From: Dale Robinson, Parks and Recreation Director  
Date: October 23, 2008  
Re: Revised Southgate Village Real Estate Purchase Agreement

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## Staff Report

We have recently received a grant to construct a trail from Center Street to the North Park Development along US 6. We anticipate construction on this project in FY2010.

Before applying for the grant we negotiated with the Southgate Village homeowners association to buy 0.15 acres of land so we could fit the trail between the highway and their property at the south end of their development.

We are now proposing to revise this agreement to allow accesses onto the trail from the subdivision and permit the city to replace more of their solid fence with an open slatted fence. This fence will allow people to see out from and into the trail area. The new fencing will increase the safety of the trail system as well as give trail users the ability to see out into the park area of Southgate Village. Otherwise trail users would only see fence on one side and sound wall on the other on that section of the trail.

The purchase price for the land will remain \$10,500.

Attached: Revised Southgate Village Real Estate Purchase Agreement

REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City) and Southgate Village Owners Association, (Southgate), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. Southgate owns real property in Spanish Fork City located in the vicinity of approximately 1361 East and between 136 North and 17 North, more particularly described as follows:

BEGINNING AT A POINT WHICH IS LOCATED NORTH 1342.06 FEET AND EAST 465.18 FEET FROM WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE FOLLOWING COURSES AND DISTANCES:

S30°33'45"E 67.77'

S30°32'32"E 185.42'

S33°41'50"E 150.31'

THENCE 365.53 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 4136.89 FEET, CHORD BEARING S39°07'30"E 365.41 FEET;

N45°54'19"W 73.53'

THENCE 46.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 510.15 FEET, CHORD BEARING N43°16'00"W 46.97 FEET;

THENCE 137.49 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1317.14 FEET, CHORD BEARING N37°38'15"W 137.42 FEET;

THENCE 10.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 100.03 FEET, CHORD BEARING N37°41'51"W 10.65 FEET;

N40°44'52"W 50.66'

THENCE 37.72 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 510.15 FEET, CHORD BEARING N38°37'46"W 37.71 FEET;

THENCE 346.37 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 2335.43 FEET, CHORD BEARING N32°15'52"W 346.06 FEET;

THENCE 53.23 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 200.06 FEET, CHORD BEARING N23°20'26"W 53.07 FEET;  
THENCE 15.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 180.05 FEET, CHORD BEARING N18°11'39"W 15.55 FEET; TO THE POINT OF BEGINNING.

TOTAL ACREAGE = 0.15

2. City is desirous of purchasing the property upon the terms and conditions set forth herein.
3. The purchase price will be \$10,500.00.
4. City will install a fence similar to that shown in Exhibit A for Southgate in the location shown in Exhibit B and a chainlink fence near the RV parking area and garden in the location shown in Exhibit B.
5. City will own and maintain installed fence.
6. Southgate may have up to two gated accesses in locations desired by Southgate. These shall be installed by City at time of the installation of the fence.
7. The title to the property being conveyed shall be pursuant to a warranty deed and shall be vested in the name of Spanish Fork City.
8. The parties agree to cooperate to locate a mutually acceptable title insurance company to provide a commitment for standard coverage title insurance in the amount of the purchase price. The policy shall insure that City shall be the fee simple owner of good and marketable title free and clear of all liens and encumbrances and subject to the standard exceptions as shown on the title policy. Each party shall have 10 days after receipt of the commitment of title insurance and all relevant documents to notify the other in writing of any objections to the

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

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

- D. Southgate, nor to its knowledge any previous owner, tenant, or occupant of the property, has engaged in or permitted operations or activities upon or allowed any use or occupancy of the property for the purpose or in any way involving the handling, manufacturing, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any hazardous materials, except for residential fertilization.
  - E. In the event, at any time prior to closing, that any party learns that any of the aforesaid representations and warranties are no longer valid, such party shall immediately notify the other in writing. The party so notified shall then have the option to proceed with this agreement subject to the changed conditions, or to void this agreement and have no further obligation to the other party.
- 11. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superceded hereby. This agreement may only be amended by a written agreement entered into between the parties.
  - 12. The obligations of the parties to this agreement shall survive the closing and shall not be merged into or become a part of any of the documents executed and delivered at closing.
  - 13. If any action, suit, or proceeding is brought by a party with respect to a matter governed by this agreement, all costs and expenses of the prevailing party in such action, suit, or proceeding, including reasonable attorneys fees, shall be paid by the non-prevailing party.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

SPANISH FORK CITY by:

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

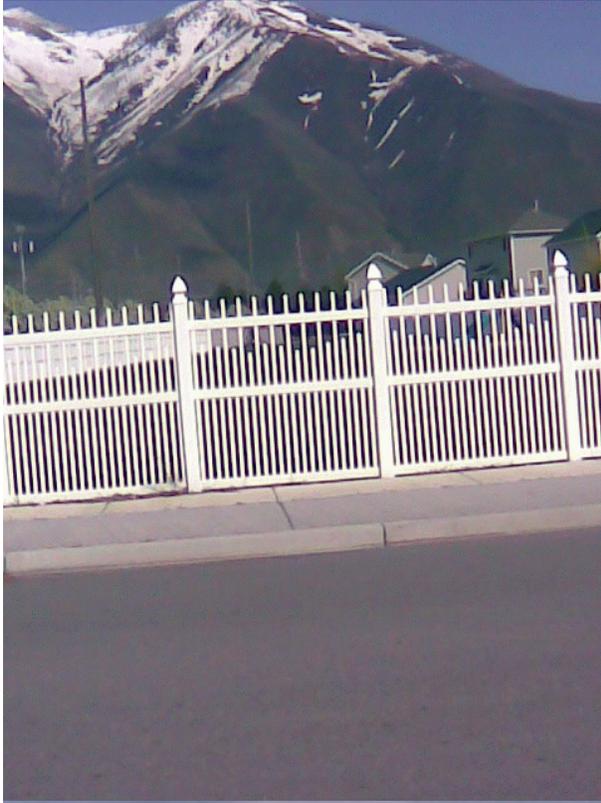
ATTEST:

\_\_\_\_\_  
KIMBERLY ROBINSON, Recorder

\_\_\_\_\_  
SOUTHGATE VILLAGE

HOMEOWNER'S

# Exhibit A



# Exhibit B Real Estate Agreement



1 Inch = 200 Feet

## Legend

Southgate Real Estate Agreement Exhibit A

- Slatted Vinyl
- Chain Link
- WD - Southgate to SFC Roads
- Other Roads
- Not Paved
- Paved
- Railroad
- County Parcels
- Rivers

10/22/2008



Geographic Information Systems

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

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