



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 March 16, 2010**.

AGENDA ITEMS:

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

- a. Pledge
- b. Recognition: Barbara Peterson Simpson

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 HEARING:

- a. * Proposed Amendment to Title 15, the proposed Amendment would make Wind Test Facilities a permitted use in the Public Facilities Zone.
- b. * Proposed Zoning Map Amendment, the proposed Amendment would approve the application of the In-Fill Overlay Zone at 142 West Center Street to permit the construction of a duplex.
- c. * Proposed Zoning Map Amendment, the proposed Amendment would change the zoning at approximately 2900 South Highway 6 from Industrial 1 and Industrial 2 to Industrial 3.

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 – February 16, 2010.
- b. * Certified Shred Contract
- c. * Gardner Easement
- d. * Golf Pro Shop Contract
- e. * State Division of Forestry Fire Suppression Contract

6. NEW BUSINESS:

- a. * Proposed Preliminary Plat, the proposed Crosswind Subdivision would create a three-lot subdivision at approximately 1450 East 100 South.

* Supporting documentation is available on the City's website 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.
- This agenda is also available on the City's webpage at www.spanishfork.org

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 804-4530.

- b. * Proposed Preliminary Plat, the proposed Academy Park Subdivision would create a six-lot subdivision at approximately 1200 South Del Monte Road.
- c. * Proposed Amendment to Title 5, the proposed amendment would change the City's standards for temporary commercial signage (Continued January 19, 2010)
- d. * UDOT Aesthetics and Landscaping Cooperative and Maintenance Agreement
- e. * Ordinance Amending Business License Regulations with Respect to Alcohol Sales

ADJOURN:



TEXT AMENDMENT

REPORT TO THE CITY COUNCIL WIND TEST FACILITY TEXT AMENDMENT

Agenda Date: March 16, 2010.

Staff Contacts: Dave Anderson, Community Development Director; Planning Commission.

Reviewed By: Development Review Committee, Planning Commission.

Request: Spanish Fork City is proposing to modify the requirements for outdoor storage areas.

Zoning: City-wide.

General Plan: City-wide.

Project Size: City-wide.

Number of lots: Not applicable.

Location: Not applicable.

Background Discussion

Accompanying this report is a proposed ordinance that would change the City's zoning provisions for wind test facilities.

In short, the proposed ordinance would make wind test facilities a permitted use in the Public Facilities Zone and would provide specific criteria that need to be met before such a facility could be constructed.

Staff understands that certain properties in Spanish Fork have the unique capacity to accommodate this type of facility and believes this use can be beneficial to the community at large.

Development Review Committee

The Development Review Committee reviewed this request in the December 23, 2010 meeting and recommended that it be approved. Minutes from that meeting read as follows:

Wind Power Test Facilities and Small Wind Turbine Development Requirements

Applicant: Spanish Fork City

General Plan: City wide

Zoning: City wide

Location: City wide

Mr. Anderson explained that there were two provisions with this proposal. First, to amend our ordinance for residential wind turbines and second to amend the Public Facilities Zone to permit wind test facilities.

Mr. Baker explained an article that he had recently read in the paper regarding setbacks for a wind tower. He explained the reason for the set back being equal to the height of the wind turbine was because smaller turbines are more prone to problems and breakdown due to vibration.

Discussion was held regarding the City's research on wind turbines, wind turbine set backs, Engineering

standards and who would be inspecting the wind turbines.

Mr. Baker **moved** to recommend to the Planning Commission **adoption** of both the zoning ordinance on the wind power test facilities in a Public Facilities Zone and also allowing as permitted uses the small wind turbine development. Mr. Peterson **seconded** and the motion **passed** all in favor.

Planning Commission

The Planning Commission reviewed this proposal in their January 6, 2010 meeting and recommended that it be approved. Minutes from that meeting read as follows:

Proposed Amendments to Title 15, Wind Turbine Testing Facility and Small Wind Turbine Development Requirements

Applicant: Spanish Fork City
General Plan: City-wide
Zoning: City-wide
Location: City-wide

Chairman Christianson welcomed the boy scouts that had joined the meeting.

Mr. Anderson explained the background of the proposal relative to the wind testing facility at the mouth of Spanish Fork Canyon. He said that staff cannot see any harmful impact from that use at that location.

Commissioner Stroud asked if there was any potential for residential development in the vicinity. Mr. Anderson said that he did not feel so. Commissioner Evans asked if it would still be possible to say no to this type of development if it were appropriate. He said that he had talked to an industry representative and was told that Spanish Fork Canyon is an ideal location to test turbines. He asked if turbines would have to meet setback requirements. Mr. Anderson said it would.

Chairman Christiansen opened the meeting up for public comment. There was none.

Commissioner Stroud recommended **approval** to the City Council as submitted to the Commission. Mr. Marshall **seconded** and the motion **passed** all in favor.

Budgetary Impact

Staff believes there would be little or no budgetary impact with the proposed Zoning Text Amendment.

Recommendation

Staff recommends that the proposed Zoning Text Amendment be approved.

ORDINANCE NO. _____

ROLL CALL

VOTING	YES	NO
G. WAYNE ANDERSEN <i>Mayor</i> <i>(votes only in case of tie)</i>		
ROD DART <i>Council member</i>		
RICHARD M. DAVIS <i>Council member</i>		
STEVE LEIFSON <i>Council member</i>		
JENS P. NIELSON <i>Council member</i>		
KEIR A. SCUBES <i>Council member</i>		

I MOVE this ordinance be adopted: _____
I SECOND the foregoing motion _____

ORDINANCE No.

AN ORDINANCE AMENDING THE PERMITTED USES IN THE PUBLIC FACILITIES ZONE TO ALLOW WIND POWER TEST FACILITIES

WHEREAS, Spanish Fork City owns property, heretofore zoned industrial, which it has leased to its power supplier, Utah Municipal Power Agency, for the purpose of conducting tests and gathering data on wind power; and

WHEREAS, the use of gathering wind power data has gone on for many years; and

WHEREAS, with the recent change in the zoning of the property from industrial to public facilities, an amendment needs to take place within the public facilities zone to allow, as a permitted use, the gathering and collection of data concerning wind power; and

WHEREAS, a public hearing was held before the Planning Commission on Wednesday the 6th day of January, 2010, where public comment was received; and

WHEREAS, a public hearing was held before the Spanish Fork City Council on Tuesday the 19th day of January 2010, where additional public comment was received; and

WHEREAS, in order to protect the health, welfare, and well being of the residents of the community by gathering information and data which will benefit the City and its residents, a wind power test facility should be allowed in the public facilities zone;

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

I.

Spanish Fork City Municipal Code Section 15.3.16.160 Public Facilities is hereby amended by amending and/or creating subsections as follows:

15.3.16.160. Public Facilities (P-F).

A. Permitted Uses:

31. Wind Power Test Facilities.

D. Development Standards

1. The Maximum height of any building or structure shall be limited to 65 feet, with the exception of wind power test facilities, which may have a combined tower and blade height not to exceed 180 feet (subject to FAA rules and requirements). Heights for wind power test facilities for specific locations will be determined on a case by case basis at the time of site plan approval to protect adjacent properties.

2. Set backs shall be as follows for all main buildings:

A.-D. [unchanged].

E. Set backs for wind power test facilities will be determined on a case by case basis at the time of site plan approval, to protect adjacent properties

3. Anchoring for wind power test facilities towers will be reviewed and approved at the time of site plan approval.

II.

In order to protect the ongoing testing and gathering of data which has been taking place

for many years, in order to protect the health, welfare of the residents of the City, this Ordinance shall take effect immediately upon passage.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this _____ day of _____, 2010.

G. WAYNE ANDERSEN, Mayor

ATTEST:

Kimberly Robinson, City Recorder



MAP AMENDMENT

REPORT TO THE CITY COUNCIL DALLIN CENTER STREET IN-FILL OVERLAY APPROVAL REQUEST

- Agenda Date:** March 16, 2010.
- Staff Contacts:** Dave Anderson, Community Development Director; Planning Commission.
- Reviewed By:** Development Review Committee.
- Request:** Mark Dallin is requesting that the In-Fill Overlay be approved so as to permit the construction of a duplex.
- Zoning:** R-3.
- General Plan:** Residential 9-12 units per acre.
- Project Size:** 13,068 square feet.
- Number of lots:** 2.
- Location:** 142 West Center Street.

Background Discussion

Mark Dallin is requesting that the In-Fill Overlay be approved in order to allow him to construct a duplex at 142 West Center Street.

This proposal was presented to the Planning Commission on March 3, 2010 and the Planning Commission recommended that it be approved. However, the Planning Commission's recommendation for approval was predicated on the condition that the orientation of the proposed duplex be changed so as to have it face Center Street.

Since the Planning Commission meeting, Mr. Dallin has modified his proposed site plan so as to conform to the Planning Commission's recommendation.

Relative to the revised site plan, staff notes the need to submit a revised landscape plan and the need to make an adjustment to the parking layout so as to clearly accommodate the required parking. Staff believes such an adjustment can be easily made and does not foresee a problem in meeting the requirement.

The following excerpt from Title 15 is provided for the Council's review:

15.3.16.035. In-Fill Overlay Zone (I-F).

This district is intended to provide flexibility in development standards for small residential parcels that are difficult to develop under standard residential requirements, allowing them to be developed with modified standards, while maintaining high quality construction and maintaining the general character of the underlying zone. This zone may only be applied as an overlay zone in the R-1-6 and R-3 zones. Prior to approving the I-F Zone, the City Council shall determine that the proposed development promotes the historic character of the neighborhood and conforms to the physical characteristics of the adjoining



properties including architectural style and materials, and size.

A. Permitted Uses:

Single family dwellings.

Twin homes (R-3 zone only).

Duplexes (R-3 zone only).

Triplexes (R-3 zone only).

Fourplexes (R-3 zone only).

(see §15.3.08.060):

B. Accessory Buildings and Uses (see §15.3.24.090).

C. Development Standards.

Development standards for projects in the I-F Zone shall be generated on a project-by-project basis. It is expected that the development standards will provide for project designs that will promote conformity to existing neighborhood characteristics while allowing for innovation and creativity. Development standards shall also include design elements that will provide appropriate screening and buffers between the project and the surrounding properties. As appropriate, project designs should incorporate amenities for the use of the project's residents. In each case, standards created for elements including but not limited to setbacks, lot size, building design, fencing and landscaping shall be presented to the Planning Commission for recommendation and the City Council for approval.

Notwithstanding the potential flexibility in development standards for the I-F Zone, the following standards must be maintained:

1. Building design shall incorporate architectural elements that reinforce architectural styles found in other structures in the neighborhood and/or along the street. Architectural considerations shall offer reasonable protection relative to the privacy of adjoining properties. Architectural elements utilized to promote the purpose of the zone may include the following:

A. Roof pitch.

B. Building materials.

C. Door and window placement and orientation.

D. Building colors.

E. Building ornamentation.

F. Building articulation.

G. Garage placement.

2. Setbacks shall be as follows for all primary buildings:

A. Front yard, 20 feet from public right-of-way or shared driveway to living space.

B. Corner side yard, 15 feet to living space.

C. Interior side yard, 5 feet, provided 15 feet exists between residences.

D. Rear yard, 15 feet.

E. Accessory buildings, 5 feet to property lines and other structures.

F. Garage doors, 20 feet from public right-of-way.

3. Density shall not exceed that which is identified on the Land Use Map of the Comprehensive General Plan.

4. Minimum project size is 8,000 square feet in the R-3 zone and 12,000 square feet in the R- 1-6 zone.

5. Minimum street frontage for a development is 80 feet except for duplexes where the minimum frontage requirement is 60 feet.

6. Maximum impervious surface in the I-F zone shall be 65% of the project area.

7. Minimum parking shall include one garage per dwelling unit and 1.5 additional spaces per unit within the development.

8. Minimum finished living space shall be provided as follows:

A. Single family residence, 1,000 square feet;

B. Duplex, 900 square feet, each side;

C. Triplex, 900 square feet, each unit;

D. Other multi-family units, 900 square feet, each unit.

9. Curb, gutter, and sidewalk shall be provided in accordance with the City's Development Standards.

D. Site Plan/Design Review (see §15.4.08.010 et seq.).

E. Landscaping, Buffering, Walls (see §15.4.16.130).

Detailed landscape plans shall be submitted with each application for I-F Zone approval. Landscape plans shall be generally consistent with surrounding properties. Projects shall be landscaped in a manner that is consistent with the approved plans. Landscape Plans shall identify the following:

A. Planting Plan, including all ground cover.

B. Plant schedule.

C. Irrigation Plan.

- D. Details for any proposed structures or features.
- E. Walls.
- F. Signs. (see §5.36.010 et seq.)
- G. Parking (see §15.4.16.120).

Accompanying this report is a copy of the proposed site plan.

Development Review Committee

The Development Review Committee reviewed this request in their February 24, 2010 meeting and recommended that it be conditionally approved. Minutes from that meeting read as follows:

Mark Dallin Center Street In-Fill Overlay

Applicant: Mark Dallin
General Plan: Residential 9-12 units per acre
Zoning: R-3
Location: 142 West Center Street

Mr. Anderson explained the proposal and said that the application was so that Mr. Dallin could build the exact same duplex on this parcel as he built on a parcel on 300 North. Mr. Anderson explained the In-Fill Overlay Zone was required for multi-family dwellings. He explained the footprint of the proposal via the overhead projector. He then explained that the point of the In-fill Overlay Zone was to allow people to build multi-family dwellings on lots in the old part of the City and have them conform to the neighborhood's characteristics, such as roof pitch, building materials, door placement and building orientation. Mr. Anderson asked the Committee to recommend that the Planning Commission only approve the In-Fill Overlay Zone as long as the duplex is redesigned to be brick and not siding and that the building be oriented to the public right-of-way (which is the case with all of the dwelling units on the block).

Mr. Thompson suggested that one unit front the street with the other unit behind it.

Mr. Baker said that he agreed with Mr. Thompson's suggestion of having one unit face the street with one in the rear.

Discussion was held regarding having one of the units front the street, that when you drive by the duplex it would look like a house and not a duplex, thus conforming to the neighboring properties.

Mr. Anderson **moved** to recommend that the Planning Commission consider **approving** the

Overlay only if the building is redesigned so as to have the appearance of a single family home from Center Street, so it blends into the neighborhood and meets the ordinance. Mr. Baker **seconded** and the motion **passed** all in favor.

Mr. Morrill said that the park strip was asphalt and asked if the City would like it to be landscaped. Mr. Anderson said that landscape guidelines were part of the Overlay Zone and they could request something other than asphalt.

Discussion was held regarding shared sewer laterals. Mr. Thompson said that shared lines were not allowed.

Planning Commission

Mark Dallin Center Street In-Fill Overlay

Applicant: Mark Dallin
General Plan: Residential 9-12 units per acre
Zoning: R-3
Location: 142 West Center Street

Mr. Anderson explained the history of the subject property. He said that the proposal was to construct a duplex and that the applicant had approached the Commission about the proposal the previous month, but this month it was on the agenda for formal action. He showed an image of the proposed building. He explained that staff recommended that the duplex be approved but with one of the units being turned to face the South and possibly be given a porch. He explained that this was in an effort to make it match the surrounding neighborhood and that there were a number of ways that it could be redesigned to match.

Mark Dallin

Mr. Dallin explained that he had looked at the surrounding buildings. He said that the way the garage was set back allowed people to see the front of the building and not back onto Center Street.

Commissioner Marshall asked what the impacts would be if the building was rotated to face the street. Mr. Dallin said that he wouldn't have room for parking. Mr. Anderson explained that there were ways that he could do that.

Mr. Cope asked if he could put the garages in the middle and turn just Unit A towards the street. Mr. Dallin said that it would change the roofline. Mr. Stroud said that having the units separated by the

garages would add to privacy. Backing out onto Center Street was discussed.

Mr. Evans asked, without moving the building, what could be done to mitigate the end so as to make it blend in better. Discussion was held regarding parking, the yard, and impervious area.

Mr. Marshall invited public comment. There was none.

Mr. Cope asked if this could be approved with conditions or if it would need to be redesigned. Mr. Dallin said that he would like to go along with the DRC conditions.

Commissioner Cope made a **motion** to recommend to the City Council **approval** of the Mark Dallin Center Street In-Fill Overlay subject to the following conditions:

Conditions:

1. That the duplex is designed so as to conform to the appearance of other homes in the neighborhood by having a porch and entrance on the south elevation, and being clad in brick or some other material found on the immediate block.
2. That the landscaping plan be modified to include turf and two deciduous trees in the park strip as well as vinyl fence around the project.
3. It is also noted that the applicant is required to have separate sewer laterals for each dwelling unit.

Commissioner Robins **seconded**.

Mr. Evans said that he didn't feel strongly that the building should be brick. Mr. Cope said that there should be one unit or more facing south.

Commissioner Cope made a **motion** to recommend to the City Council **approval** of the Mark Dallin Center Street In-Fill Overlay subject to the following conditions:

Conditions

1. That the proposed duplex has at least one unit facing south with a porch and entrance to the south.
2. That the proposed landscape plan include turf and two deciduous trees in the park strip as well as a vinyl fence around the project.

3. That the applicant have individual sewer laterals for each dwelling unit.

Commissioner Robins **seconded** and the motion **passed** all in favor.

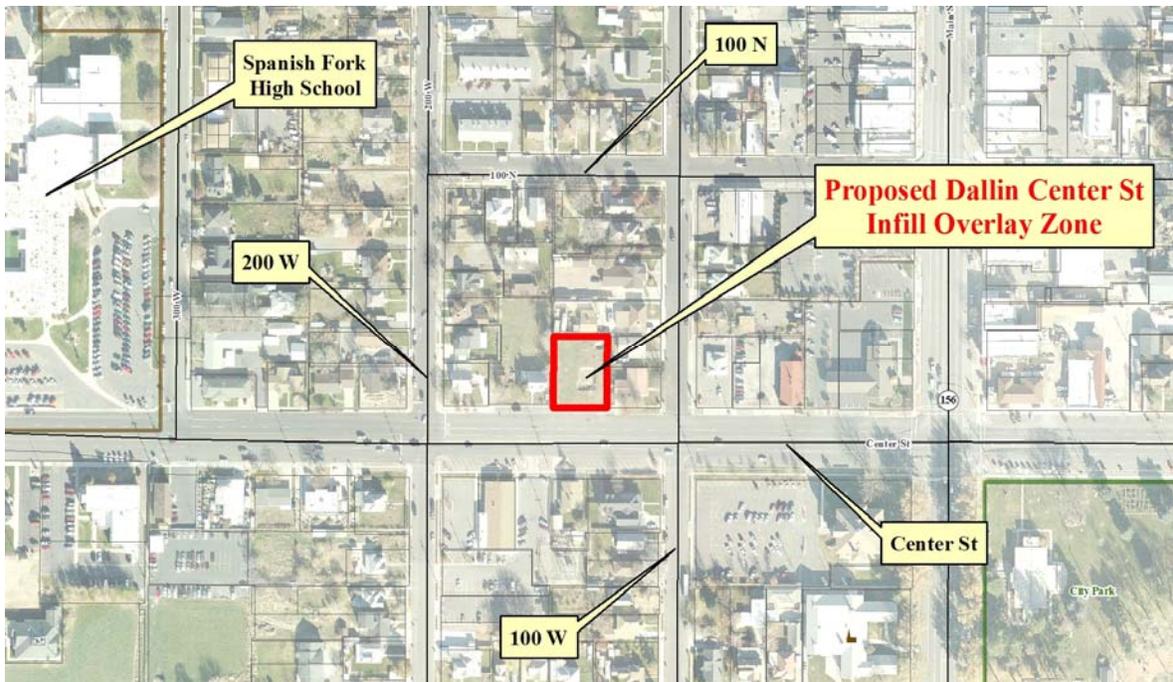
Budgetary Impact

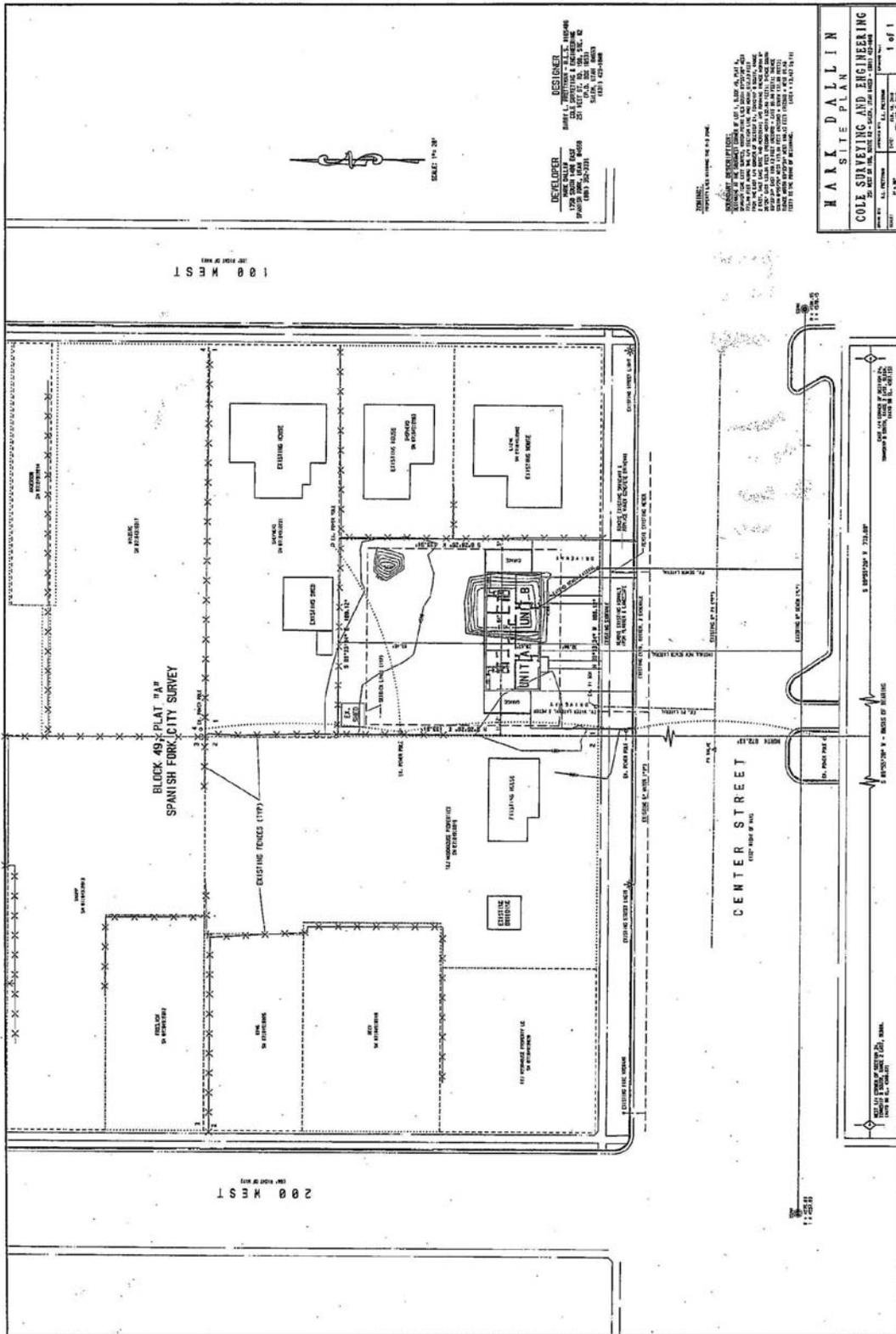
There is no immediate budgetary impact anticipated with the approval of this plat.

Recommendation

Staff recommends that the proposed In-Fill Overlay be approved subject to the following conditions:

1. That the applicant submit a landscape plan for staff's review and approval.
2. That the applicant modify the parking arrangement to meet the parking requirements.
3. That the applicant conform to the City's Construction and Development Standards.





DEVELOPER:
 HARK DALLING
 1728 WEST 1000 EAST
 SALT LAKE CITY, UT 84119
 PHONE: 325-2231
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DESIGNER:
 COLE SURVEYING AND ENGINEERING
 200 WEST 1000 EAST
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HARK DALLING
SITE PLAN

COLE SURVEYING AND ENGINEERING

PROJECT NO.	1000	DATE	10/11/00
CLIENT	HARK DALLING	SCALE	1/4" = 1'-0"
DRAWN BY: J. L. PETERSON		CHECKED BY: J. L. PETERSON	
DATE: 10/11/00		PROJECT NO.: 1000	



MAP AMENDMENT

REPORT TO THE CITY COUNCIL I-3 ZONE CHANGE

- Agenda Date:** March 16, 2010.
- Staff Contacts:** Dave Anderson, Community Development Director, Planning Commission.
- Reviewed By:** Development Review Committee; Planning Commission.
- Request:** Spanish Fork City is proposing to change the zoning on several parcels from Industrial 2 and Industrial 1 to Industrial 3.
- Zoning:** from I-1 and I-2 to I-3.
- General Plan:** Light Industrial and Rural Residential.
- Project Size:** approximately 124 acres.
- Number of lots:** not applicable.
- Location:** approximately 2900 South Highway 6.

Background Discussion

Spanish Fork City recently adopted an amendment to the Zoning Code that included the creation of an I-3 zoning district.

It is now proposed by Spanish Fork City that the City's zoning map be amended to change the zoning of several properties to I-3. The properties involved in the proposed Zone Change are all located east of the Western Distribution building at the mouth of Spanish Fork Canyon.

Given the land use history of the subject properties and their current zoning, staff does not have any concerns in recommending that the proposed zone change be approved.

Development Review Committee

The Development Review Committee Reviewed this request on March 3, 2010 and recommended that it be approved. Minutes from the DRC meeting read as follows:

I-3 Zone Change

Applicant: Spanish Fork City
 General Plan: Residential 1 unit per 40 acres, Light Industrial
 Zoning: I-1 and I-2 existing, I-3 proposed
 Location: 2900 South Highway 6

Mr. Anderson explained that the proposal was a City-initiated change and explained the affected parcels and what their current zoning was. He said Staker Parsons and Strawberry were reviewing the change.

Discussion was held regarding why the City was initiating this change. Mr. Anderson said it was in part a code enforcement issue the City was trying to address.

Mr. Perrins asked Mr. Baker if we were sure we wanted to create this zone, because he felt that other individuals would request to have this zone elsewhere in the City; and if we were comfortable



with the uses in this zone being elsewhere in the City.

Mr. Baker explained that this zone would be the only zone where large windmills would be allowed and it would make the existing windmills conform to the ordinance.

**Chris Swenson arrived at 10:24 a.m.*

Discussion was held regarding windmills and zoning text amendments.

Discussion was held regarding the Utility Department's use of the property and the cost of fuel involved in hauling to this site.

Mr. Baker **moved** to recommend **approval** of the proposed I-3 Zone in the area identified. Mr. Thompson **seconded** and the motion **passed** all in favor.

Planning Commission

The Planning Commission reviewed this request on March 3, 2010 and recommended that it be approved. Draft minutes from that meeting read as follows:

Academy Park

Applicant: SFATC LLC

General Plan: Business Park/Residential 2.5 to 3.5 units per acre

Zoning: Industrial 2, Business Park and R-1-15

Location: approximately 1200 South Del Monte Road

Mr. Anderson explained the application. He said that this application was unique because parts of the plat had already been included in approved Site Plans and that the both MATC building and ALA Charter School had been constructed. The proposed plat would help to clean up past issues on the site. He said that staff had recommended that the proposed plat be approved and that all of the property included should be part of one recordable plat. As part of that, the City would require that the frontage along Del Monte Road be improved. He explained that the applicants may not be able to pay for the improvements at this time.

Commissioner Marshall asked if the other roads in the site had been improved. Mr. Anderson answered that they had been. Mr. Johnson explained what improvements would be required.

Commissioner Marshall invited the applicant to comment.

Laura Lee Adams

Commissioner Robins asked Ms. Adams what was owned by MATC. She indicated on the GIS map. She explained that the issue was with a plot of land owned by MTM along Del Monte Road, which SFATC did not have any control over. She said that MTM had told her that the sale price of the land wouldn't be enough to cover the cost of the improvements, and that they did not want to sell to MATC.

Clay Christensen

Mr. Christensen from MATC said that it would be beneficial for them if the project could move forward. He said that most of their employees are Spanish Fork Citizens and that they would like to see the project move forward.

Mike Morley

Commissioner Robins asked Mr. Morley why he had wanted to be a part of the subdivision. He said that he didn't, and that he wasn't in a financial position to put in the improvements. He said that they would when they got to a point that they could.

Mr. Robins asked if the application could be resubmitted without the MTM portion. Mr. Anderson explained the history of the properties in question and that they had been involved in unapproved subdivisions.

Commissioner Marshall said that he would be reluctant to grant the approval without the improvements. He said that he felt that the Commission had to uphold the City standards and that they should leave it up to the legislative body to make the final decision. Commissioner Robins agreed and said he was fine with the DRC's conditions.

Commissioner Robins made a **motion** to recommend to the City Council **approval** of the Academy Park Amended Preliminary Plat subject to the following conditions:

Conditions:

1. That the applicant provide written commitment to abate the zoning violation in 90 days.
2. That the required improvements to Del Monte Road are completed within the first phase.

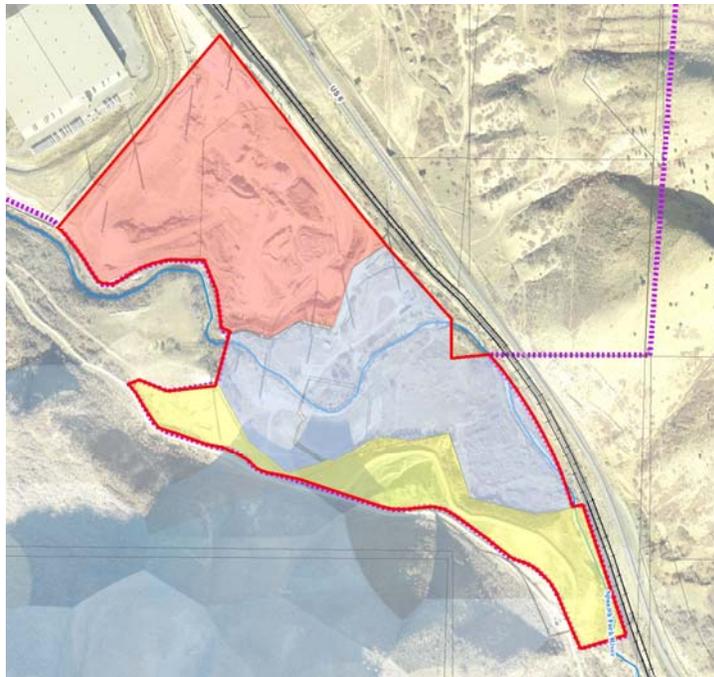
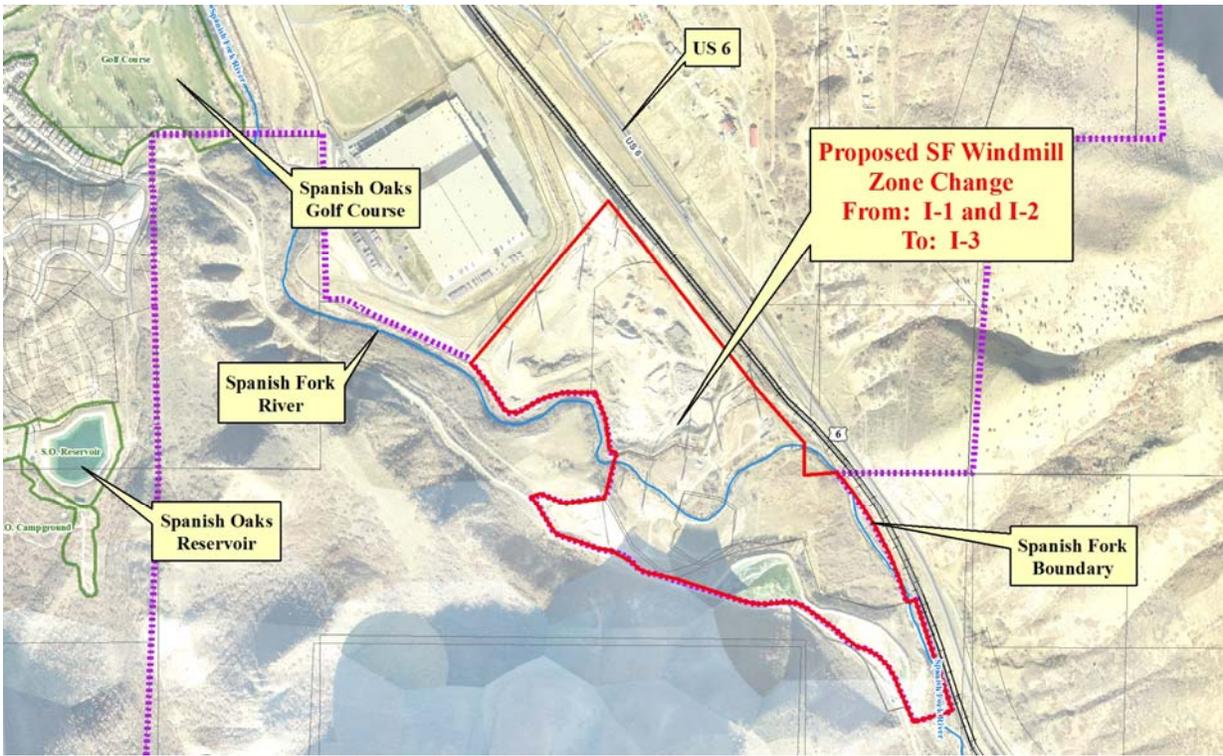
Commissioner Evans **seconded** and the motion **passed** all in favor.

Budgetary Impact

There is no anticipated budget impact with this proposed subdivision.

Recommendation

Staff recommends that the proposed Zoning Map Amendment be approved.



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Tentative Minutes
Spanish Fork City Council Meeting
February 16, 2010

Elected Officials Present: Mayor G. Wayne Andersen, Councilman Steve Leifson; Jens Nielson; Rod Dart, Richard M. Davis; Keir Scoubes

Staff Present: David Oyler, City Manager; Seth Perrins, Assistant City Manager; Junior Baker, City Attorney; Dave Anderson, Community Development Director; Kent Clark, Finance Director; Dale Robinson, Parks and Recreation Director; Dee Rosenbaum, Public Safety Director; John Bowcut, IS Director; Richard Heap, Public Works Director; Kimberly Robinson, City Recorder

Citizens Present: Shauna Michelsen, Lana Creer Harris, Jen Allen, Trevor Scoubes, Robyn Scoubes, Kayla Walker, Cary Hanks, Karen Felsted, Rodger Hardy

CALL TO ORDER, PLEDGE:

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

Boy Scout Trevor Scoubes led in the pledge of allegiance.

PUBLIC COMMENT:

Ms. Kayla Walker wants to know where they are with the Lynnbrook Subdivision water problems, and if and when they plan to fix them.

Mr. Richard Heap stated they have a meeting with the HOA at Blackhorse Run, to get easements. They have met with Cris Childs and are talking through some options but they cannot go onto private property. Ms. Walker was invited to attend that meeting.

COUNCIL COMMENTS:

Councilman Scoubes commented the Fine Arts Council met and reviewed the different projects they have coming up this spring.

Councilman Dart attended the State Wrestling Championships and congratulated the High School State Championship winners. He noted again how great our students are, one of the champions is also an Academic All-State with a 4.0, and Student Body President at the Spanish Fork High School. In addition to that he is the son of one of the coaches who also won a State Championship and as far as they know they are the first father and son to win State Championships.

Ms. Cary Hanks discussed the silent auction this Thursday at the high schools to raise funds for the scholarships in conjunction with the Chamber and Rotary.

Councilman Leifson reported that the Council took a tour with the staff of the sub stations and electrical facility needs throughout the City.

49
50 Councilman Davis met with the Veterans about the Vietnam memorial moving wall,
51 September 8, 2010, the wall will be coming to Spanish Fork. He added that it has not
52 been in Utah for over 6 years and he believes it will bring people into Spanish Fork. He
53 attended the Seniors Valentines Dance. They put on a wonderful meal and dance with the
54 help of the Youth Council to serve and clean up.
55

56 Mayor Andersen noted that with the Vietnam wall coming September 8-13, he
57 encourages school classrooms to take advantage to witness it and the history that comes.
58 It is a very moving tribute to those who served in Vietnam and served their country during
59 a difficult time.
60

61 **PUBLIC HEARING:**
62

63 Councilman Dart made a **Motion** to open the public hearing. Councilman Davis
64 **Seconded** and the motion **Passed** all in favor at 6:14 p.m.
65

66 **SkyHawk (Hailstone) Zone Change to Commercial 2**
67

68 Mr. Dave Anderson explained this proposal would change the zoning to Commercial-2,
69 and stated that the current proposed zone change is consistent with the General Plan. He
70 noted the Planning Commission recommends approval of this zone change.
71

72 Karen Felsted

73 Ms. Felsted asked what would be done to help with the traffic in the area.
74

75 The Council noted it was already a commercial area and UDOT is currently working on
76 road improvements for that area.
77

78 Councilman Leifson made a **Motion** to move out of public hearing. Councilman Nielson
79 **Seconded** and the motion **Passed** all in favor at 6:18 p.m.
80

81 Councilman Leifson feels this is a good fit and is consistent with the General Plan.
82

83 Councilman Nielson agrees this is a good fit for the area.
84

85 Councilman Leifson made a **Motion** to approve the proposed Skyhawk (Hailstone) Zone
86 Change to Commercial-2. Councilman Dart **Seconded** and the motion **Passed** all in
87 favor.
88

89 Councilman Leifson made a **Motion** to open the public hearing for the Title 15
90 Amendment. Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:20
91 p.m.
92

93 **Title 15 Text Amendment: I-3 Zone Creation, I-2 Zone Modification, and Site Plan**
94 **Development Requirements Text Amendment**
95

96 Mr. Anderson explained this proposal is to address concerns regarding outdoor storage
97 issues. It will require a new set of criteria for outdoor storage areas. They are concerned
98 about the aesthetics and the impact outdoor storage areas could have on adjacent
99 businesses. In his opinion there really is a need for a heavy industrial zone and asks that
100 they re-adopt the proposed I-3 zoning. They want to ensure they are explicit in regulating
101 the activities of outdoor storage. He noted the next step would be to change the map
102 noting where the I-3 zones will be located.

103
104 There was no public comment made at this time.

105
106 Councilman Nielson made a **Motion** to move out of public hearing. Councilman Davis
107 **Seconded** and the motion **Passed** all in favor.

108
109 Councilman Davis commented that the current concrete company could stay at that
110 location in an I-2 zone, because they do not crush their gravel on site. They bring it in.

111
112 Mr. Anderson explained the new standards would be applied to the new developments.

113
114 Councilman Nielson made a **Motion** to approve Zone Change Ordinance 02-10.
115 Councilman Davis **Seconded** and the motion **Passed** all in favor.

116
117 **CONSENT ITEMS:**

- 118
119 a. **Minutes of Spanish Fork City Council Meeting – January 22 & 23, 2010**
120 b. **Minutes of Spanish Fork City Council Meeting - February 2, 2010**
121 c. **Golf Cart Lease**
122 d. **Park Regulation Ordinance**
123 e. **False Alarm Ordinance**

124
125 Councilman Leifson made a **Motion** to approve the consent items and move the False
126 Alarm Ordinance into consent items. Councilman Dart **Seconded** and the motion **Passed**
127 all in favor by a roll call vote.

128
129 **NEW BUSINESS:**

130
131 **Discussion on Allowing Chickens in Residential Zones**

132
133 Mr. Anderson explained if this is an issue the City Council would like staff to explore more
134 they can do so. He can provide regulations from other cities and create a version that is
135 appropriate for Spanish Fork City.

136
137 Councilman Leifson stated he likes the regulations of the other cities and noted this idea
138 is moving Statewide for communities.

139
140 Mr. Dee Rosenbaum explained Mr. Anderson has done some good research and there
141 are common themes throughout all the other city ordinances. There are two common
142 questions, how many you can have and where do you put them on your property.

143
144 Shauna Michelsen

145 Ms. Michelsen stated there are lots of kinds of chickens available. She wants to have
146 them as a self reliance and to teach her children responsibility also they get back
147 something for their work.
148

149 Councilman Leifson asked Mr. Rosenbaum to create some regulations and bring them
150 back to the Council for review.
151

152 Councilman Scoubes asked that there be a registration required so there can be
153 monitoring to track an avian flu outbreak and do checks with the CDC if there is a
154 problem.
155

156 Mr. Rosenbaum stated there will be registration requirements that will be included in the
157 draft and some other requirements that comply with the department of agriculture.
158

159 **Telephone Contract for SFCN to Offer Residential Voice Service**

160

161 Mr. John Bowcut explained the process they have gone through regarding the phone
162 service. They did a survey through BYU, showing 55% said they were likely to purchase
163 the phone service. Then they asked if there was a bundle package 64% agreed they
164 would be likely to participate. They are proposing \$14.95 phone service and you will not
165 be required to have any other services through Spanish Fork City. You keep your own
166 phone number and there is no contract required. He noted there would be a special price
167 for a triple play \$83.95 and this is not an introductory rate it is the actual price for internet
168 cable and phone. They will be doing a slow roll out in order to provide excellent service as
169 it becomes available in the areas. He feels the slow roll out is to protect the quality of the
170 service and project.
171

172 Councilman Leifson made a **Motion** to authorize the Mayor to sign the Veracity
173 Communications phone contract agreement. Councilman Dart **Seconded** and the motion
174 **Passed** all in favor.
175

176 **Impact Fee Study Contract – Tischler Bise**

177

178 Mr. Kent Clark explained they are requesting to let Tischler Bise do a full review of the
179 impact fees so the City can continue collecting impact fees legally. They presented a
180 proposal to review our impact fees, there are two phases they are asking to review Phase
181 I. The second phase will come later in the year and they will bring that to the Council for
182 approval at that time.
183

184 Mayor Andersen noted it is important that we do this impact fee study, it is an issue that
185 comes up every year at the legislature and we do not want to go against the rules of the
186 state.
187

188 Mr. Clark stated we want to ensure our city is collecting the correct fees.
189

190 Councilman Scoubes asked if the pricing would change for Phase II or if they can chose
191 to do the project.
192

193 Mr. Heap stated they can choose to do Phase II in-house if they want at that time.
194

195 Councilman Scoubes made a **Motion** to authorize the Mayor to sign the contract with
196 Tischler Bise for the Phase I study of the impact fees. Councilman Nielson **Seconded**

197 and the motion **Passed** all in favor.

198

199 **Allied Waste Garbage Contract Extension**

200

201 Mr. Heap explained we have notified Allied Waste of our intent to extend our contract and
202 if you look at comparisons we have one of the lowest prices in the county. We have had
203 extremely great service with them and they propose to go to the new rate effective July 1,
204 2010. It is staffs recommendation to stay with the 2.5% increase per year and not the
205 consumer price index.

206

207 Councilman Dart noted he had an issue with Allied Waste and was very satisfied with how
208 they took care of it.

209

210 Councilman Leifson appreciated Allied Waste when they wanted an increase and we told
211 them to stick to the contract. He feels this is a fair contract.

212

213 Councilman Leifson made a **Motion** to Authorize the Mayor to sign the Allied Waste
214 garbage contract extension. Councilman Scoubes **Seconded** and the motion **Passed** all
215 in favor.

216

217 **Water Conservation Plan Update**

218

219 Mr. Heap noted in 2004 the State required a Water Conservation Plan. The water
220 conservation plan is supposed to be updated every five years. There are a lot of aspects
221 to the plan that help us to know where we are at in our water use and where we need to
222 go. He noted much of our water loss is through leaking pipes.

223

224 Councilman Leifson made a **Motion** to authorize the Mayor to sign Resolution 10-02
225 authorizing the Water Conservation Plan. Councilman Dart **Seconded** and the motion
226 **Passed** all in favor.

227

228 **ADJOURN:**

229

230 Councilman Dart made a **Motion** to adjourn. Councilman Davis **Seconded** and the
231 motion **Passed** all in favor by a roll call vote at 7:22 p.m.

232

233 **ADOPTED:**

234

235

Kimberly Robinson, City Recorder



CERTIFIED SHRED INC.

"We Tear Your Paper To Shreds"

Guaranteed Protection And Service

ASSOCIATE VENDOR AGREEMENT

Agreement by and between Certified Shred Incorporated and Spanish Fork City (Undersigned).

Whereas, Certified Shred agrees to provide to Undersigned the following services regarding the destruction of certain confidential information, trade secrets or proprietary information relating to the affairs of the Undersigned.

Certified Shred will:

- Shred documents onsite and provide a Certificate of Destruction /
- Deliver a Service Ticket at the time of said service.
- Guarantee the quote price for the term of this agreement.

The Undersigned will:

- Collect paper material from their facility and place into Certified Shred's containers.
- Separate unauthorized materials: Trash, cardboard, carbon paper, newspapers, etc. Removal of paperclips, staples, binders, etc is unnecessary.
- Pay the invoice within thirty (30) days from invoice date.

1. Certified Shred agrees to hold all disclosed confidential proprietary information or trade secrets ("information") in trust and confidence and agrees that it shall be held only for the contemplated purpose of destruction and shall not be used for any other purposed nor disclosed to any third party.
2. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.
3. Services shall be provided for a period of one (1) year from the signing of the agreement.
4. Agreement will automatically renew if written notice to change service is not received from the Undersigned sixty (60) days prior to the expiration of the agreement.
5. Pricing will be as follows: seven cents (.07) per pound. Serviced every twelve (12) weeks and under the terms and conditions as outlined on the reverse side.
6. Both parties have the right to cancel this agreement for reasons of non-performance or non-compliance. A sixty (60) day written notice must be given prior cancellation.
7. In the event the Undersigned should file for Bankruptcy, then this agreement shall automatically terminate and the Undersigned agrees that any further services needed by the undersigned shall only be provided on a cash or credit basis.
8. All containers and cabinets shall remain the sole property of Certified Shred. Undersigned agrees to use said containers and cabinets solely for disposal of confidential material. Undersigned agrees that if containers or cabinets are damaged or destroyed while in the Undersigned's possession. Undersigned shall reimburse Certified Shred in the amount of \$100 per container or cabinet.
9. This Agreement is confidential and not to be discussed with anyone not employed by the Undersigned.
10. This document contains the entire agreement of the parties and there are no other conditions or provisions to the agreement other than those contained in this document, including all terms and conditions stated on the reverse side.

Signed under seal this 7 day of Feb, 2010

Undersigned

Title

Maureen Hill
Certified Shred

Title

Office Manager

P.O. Box 27273, Salt Lake City, UT 84127-0273
Tel (801) 972-4748 • Fax (801) 972-4750 • Toll Free 1-866-667-2100

MEMO

To: Mayor and Council
From: S. Junior Baker
Date: 2 March 2010
Re: Easement Contract with Gardner Family Limited Partnership

On the City Council agenda, for March 16, is an item to approve a contract for an easement across the Gardner property on south Main north of South Fields Road. When UDOT obtained property to widen south Main, they did not get enough for us to relocate our power line. Gardners granted us an easement to make up the difference without this agreement so we could get started on the work. They are not asking for any cash compensation, but are asking that no connector's agreement costs be assessed against their property, that the City control weeds around electrical boxes in the easement, and that they get a map showing what utilities are in the easement.

Since UDOT is picking up most of the cost, we don't have a party needing a connector's agreement. The City's cost is offset by not needing to pay for the easement. The City does weed control around electrical boxes anyway. GIS maps are readily available, as well as being on line. The cost to provide an occasional map is minimal.

Since Gardners have already granted the easement and there is no additional cost to the City for what they are asking, this has been placed on the consent agenda.

When recorded, return to:
SPANISH FORK CITY
40 SOUTH MAIN
SPANISH FORK UT 84660

PUBLIC UTILITY EASEMENT

The Grantors, Gardner Family Limited Partnership, a Limited-Partnership of Spanish Fork City, County of Utah, State of Utah, hereby GRANTS AND CONVEYS to SPANISH FORK CITY, a municipal corporation, Grantee, for the sum of TEN DOLLARS and other good and valuable consideration, the following:

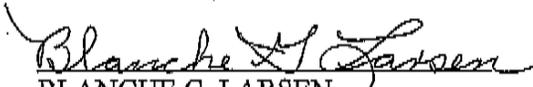
A Public Utility Easement, in perpetuity for installation, maintenance, repair, and replacement of public utilities, sidewalks, and appurtenant parts thereof and the right to reasonable access to grantor's land for the above described purposes. The Easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns. Said easement is described as follows:

BEGINNING AT A POINT WHICH IS LOCATED WEST 184.41 FEET AND NORTH 1517.10 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N50°54'31"W 19.19 FEET; THENCE ALONG THE ARC OF A 51.50 FOOT TO THE RIGHT 22.17 FEET (CHORD BEARS: N10°20'22"W 22.00 FEET); THENCE N01°59'31"E 462.88 FEET; THENCE S53°59'11"E 24.36 FEET; THENCE S02°00'50"W 482.32 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.22 ACRES

IN WITNESS WHEREOF, the hand of said Grantor has been set this 17 day of Feb, 2010

Signed in the presence of:


BLANCHE G. LARSEN
SECRETARY

EASEMENT AGREEMENT

COME NOW Spanish Fork City (City), and Gardner Family Limited Partnership (Gardner), and hereby contract, covenant, and agree as follows:

1. Gardner has granted to City a public utilities easement over real property owned by it on the east side of Main Street at approximately 1000 South and located north of South Fields Road. A copy of the easement is attached hereto and incorporated herein by this reference.

2. City will provide, in lieu of cash, the following for the easement:

a. that the expense of constructing the electrical line needed immediately shall not be placed on Gardner and no connector's agreement shall be assessed to Gardner at any point in the future to connect to the electrical line for any development on their property. Gardner will remain responsible for any transformers or other material and equipment necessary for the development of their property;

b. that City will provide weed control for a three foot distance around all electrical boxes placed within the easement;

c. that City will provide a GIS map showing all utilities placed in the easement.

An initial map will be provided at completion of the electrical line installation. Future maps will be provided at the request of Gardner.

3. The City shall have the immediate right to go upon the property to construct an electrical line.

4. Upon completion of the electrical line City will compact the fill and soil over the electrical line and restore the property to its prior condition as best as possible.

5. This document represents the entire agreement between the parties. All prior

negotiations, understandings, or agreements are merged herein and superseded hereby.

6. This document may be amended only by a written agreement signed by all of the parties hereto.

7. In the event of a breach of this agreement, the breaching party shall be liable for court costs and attorneys fees expended by the other party.

DATED this _____ day of March 2010.

GARDNER FAMILY LIMITED PARTNERSHIP by:

KEITH GARDNER, Managing Partner

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

Kimberly Robinson, City Recorder



Staff Report to City Council

Agenda Date:	March 16, 2010
Staff Contacts:	Dale Robinson
Reviewed By:	Junior Baker
Subject:	Golf Pro Shop Contract

Background Discussion:

It has become necessary to write up a new contract with Aaron Brown on the pro shop operation at the golf course. The driving force for this new contract is the addition of a merchant fee payment listed in item #3 of the contract. The city is charged a transaction fee every time a credit card is used for payment and the city has been paying those fees for business conducted at AB's Pro Shop. I have researched various golf courses around and some charge a fee to their golf pro to help cover those costs and others don't. Of those who charge a fee there were none that exceeded a \$1,000 per year. I have talked with Aaron and he has agreed to pay that amount.

We have also made this a 3 year contract that is automatically renewable for one year terms thereafter unless either party decides to terminate.

Aaron will also be required to obtain liability insurance in the minimum amount of the governmental immunity caps and list the city as an additional insured.

Budgetary Impact:

It will increase the revenue amount by \$1,000 per year.

Alternatives:

City could continue to cover all costs associated with merchant fees or a different amount could be negotiated.

Recommendation:

Staff recommendation is to approve the contract and authorize the Mayor to sign.

Attachments:

There is a copy of the proposed contract attached.

GOLF PRO SHOP CONTRACT

This contract is entered into by and between Spanish Fork City (City) and AB'S ProShop, LLC (AB) as follows:

1. AB agrees to operate the Spanish Oaks Pro Shop as a separate business. The City agrees to provide the building and utilities at no cost in return for Aaron Brown, the principal of AB, acting as the Golf Pro. AB shall be responsible for all of its own taxes related to the operation of the pro shop as a separate business. AB shall be obligated to obtain a state sales tax number for all transactions made at the pro shop.
2. City will allow AB to use its credit card accounts for MasterCard, Visa, Discover, and American Express.
3. AB agrees to pay City the sum of \$1,000.00 per year to reimburse City for merchant fees incurred by City for AB's use of the credit card accounts. The payment shall be made on or before June 20th of each year, commencing June, 2010.
4. This agreement shall be for a period of three years, commencing January 1, 2010 and shall automatically be renewed for one year terms thereafter, unless either party gives notice to terminate this agreement, as set forth herein.
5. AB agrees to obtain liability insurance in the minimum amount of the governmental immunity caps, as they may be amended from time to time, and to name City as an additional insured.

6. Either party may terminate this agreement by giving written notice to the other party 120 days prior to the termination, except that a termination for breach shall only require 30 days notice. Notice shall be given as follows:

If to City:
Spanish Fork City
Attn: City Manager
40 S. Main
Spanish Fork, Utah 84660

If to AB:
AB's ProShop, LLC
Attn: Aaron Brown
755 E. 700 S.
Salem, Utah 84653

7. This document represents the entire agreement between the parties. All prior representations, negotiations, or understandings are merged herein and superceded hereby.
8. This agreement may be modified only by written amendments to the terms hereof.
9. In the event of a default of any of the terms of this agreement, the defaulting party shall also be liable for costs and attorney fees incurred by the non-defaulting party.
10. This agreement is specific to the parties hereto and cannot be assigned.

DATED this ____ day of March, 2010.

SPANISH FORK CITY,

G. Wayne Andersen, Mayor

Attest:

Kimberly Robinson Recorder

AB's ProShop, LLC by:

AARON BROWN, Manager



**Memorandum of Understanding
Between the
Utah Division of Forestry, Fire, and State Lands
and the
(fire department or district name)**

This memorandum of understanding is made by and between Spanish Fork City VFD hereinafter referred to as the "Department" or "District" as appropriate, and the State of Utah, Department of Natural Resources, Division of Forestry, Fire and State Lands, hereinafter referred to as "Division" as an addendum to the Utah County Cooperative Agreement. "Department" or "District" and "Division" shall hereafter be referred to jointly as "the parties".

PURPOSE OF THIS Memorandum of Understanding (MOU): to provide a mechanism for procurement, use and compensation for services provided by the fire department or district outside its jurisdictional area of responsibility to the State of Utah and its cooperators; pursuant to cooperative agreements, operating plans, closest forces agreements and suppression resource needs in support of fire suppression.

This MOU may also be used for the purposes of procuring personnel and equipment for the purposes of other fire management activities under the direction of the Division such as fuels mitigation and prescribed fire projects both inside and outside of the department or district's jurisdictional area. Any project work done for federal agencies must be done under the conditions of a separate agreement.

WITNESSETH:

WHEREAS it is in the best interest of the State of Utah and it's cooperators to have wildland fires detected and suppressed quickly before they become large and more difficult to control; and

WHEREAS the Department or District may have the capability to respond and suppress fires under the jurisdiction of the Division and/or its cooperators in a more timely and effective basis than any other assets or resources in the state; and

WHEREAS the Department or District may have the capabilities and resources to assist the Division with fire hazard mitigation projects that mutually benefit both parties;

WHEREAS the Department or District represents that it is a duly constituted fire department, fire district, or non-profit association or political subdivision of the State of Utah authorized to provide fire protection within the boundaries of the **map attached** hereto and by reference made a part hereof (Appendix A); and

another district, state or county, provided that, in doing so, would not reduce Department or District's resources to a level where Department or District could no longer maintain an adequate level of fire protection on lands within its own jurisdictional boundary or service area.

3. To maintain and make available for use at the request of the Division, a work force and equipment subject to the provisions of this agreement, the FD manual and the Cooperative Fire Rate Agreement (Finance-100).
4. To accept direction and supervision by the Division or duly authorized representatives or NWCG or equivalent qualified cooperators while engaged in suppression activities at the Division's request. Also, to comply with the National Incident Management System (NIMS) Incident Command System (ICS) for protocol on the incident.
5. To maintain the following documentation on-board all vehicles listed on the Cooperative Fire Rate Agreement:
 - A current equipment inventory list
 - Letter of Cooperator verification
 - A copy of the Cooperative Fire Rate Agreement
 - A copy of this MOU
 - Division's Cooperator Manual
 - Pre-use inspection
 - Vehicle registration and proof of vehicle insurance
6. To provide a roster of qualified "red carded" personnel to the Division Area Office prior to each fire season. Each firefighter engaging in direct fire suppression or prescribed fire must have a current "red card" in their possession while working under this MOU. Details are found in the Division's Fire Department Manual and Rate Book.
7. To submit claims for reimbursement to the Division within **thirty (30) days** after release of its work force and/or equipment in the manner and form prescribed by the Division.
8. To maintain wildland fire training qualifications and equipment standards as set forth by the Division. Personnel requested for structure protection on wildland urban interface or similar fires will be qualified to the level required for their structural firefighting position **and** basic wildland firefighter.
9. The Department or District shall provide the following insurance with a carrier authorized to conduct business with the State of Utah:
 - a. Workers' Compensation - Statutory for State of Utah
 - b. Employers' Liability;
 - i. \$100,000 each accident;
 - ii. \$100,000 each employee disease; and

closest forces or mutual aid in order to protect the Department or District's jurisdiction or neighboring jurisdictions during initial attack, reimbursement under this MOU should not be assumed.

4. The Department or District agrees to only bill for back fill of career overhead firefighters such as EMTs, Task Force and Strike Team Leaders or other overhead positions filled by career firefighters as approved by the Division, at a rate equal to or less than the wage of the firefighter assigned under this MOU.
5. Suppression action taken on state owned land within the incorporated boundaries of a town or city is not eligible for reimbursement under this agreement. All suppression activities in the incorporated towns and cities are the responsibility of the town or city.
6. Resources will be tracked by the local Interagency Fire Center by use of systems such as ROSS or WildCad. Resources covered under this agreement shall comply with ICS/NIMS demobilization procedures and not "self demobilize" from the assigned incident. The Division's area duty officer must approve dispatches outside of the local Interagency Fire Center dispatch zone.
7. Radio communications equipment standards under this agreement shall be narrow band (12.5 mhz) compliant. Resources being utilized within a "local area" only must have the capability of communicating by radio with the local Interagency Fire Center via the appropriate radio repeaters as well as communicate with field units on pre-programmed tactical and air to ground frequencies. Resources made available for dispatch outside of the local area shall have the ability to program all radios in the field.
8. Staffing of ordered equipment shall follow the standard staffing identified in the Cooperative Rate Agreement. However, if standard staffing cannot be achieved, a deduction will occur on the invoice or the equipment may be released for failure to comply with the terms of the Cooperative Rate Agreement. Staffing that exceeds the standard staffing identified in the Cooperative Rate Agreement or extra personnel must be approved at the time of the dispatch request. Staff that does not meet the NWCG minimum staffing requirements will not be reimbursed.
9. Support and Command vehicles shall only be eligible for compensation if ordered and approved by the Division on a case-by-case basis. Support and Command vehicles must appear on the Department or District's Cooperative Rate Agreement.
10. Payment to the Department or District will be made for services rendered. The Division will not be responsible for distribution of funds to individuals or entities other than the party to this agreement.
11. That the Department or District will be hired and reimbursed as set forth in a Cooperative Rate Agreement (Finance-100) attached hereto as Exhibit B, from the Division.
12. Equipment under Cooperative Fire Rate Agreement will not receive reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear or loss. Damage which occurs as the result of driver / operator negligence or poor maintenance will be the responsibility of the department / district.
13. Replacement of expendable supplies such as, but not limited to foam concentrate, MRE's, backfiring fuses etc. may be replaced by the incident by use of a general message form or use of the Fire Incident Replacement form and approved by the line

Service for loan to one of the 50 States or the Territories for use in the State's rural or wildland fire protection program. As a result, the equipment stays in service to the United States, protecting lives and property across the nation. The Federal Government retains the title. The property must be returned to Federal Government when no longer used within the fire program.

Independent Action: Action taken on lands under the protection responsibilities of another agency/entity without the notification and approval, of that agency or entity.

Fire Management: all activities required to manipulate wildland fire in order to protect values at risk, enhance public safety and meet land management objectives. Activities may include but are not limited to: fire suppression, prescribed fire, prevention and education, hazardous fuel mitigation, training, planning and preparation.

SIGNATURES

Department or District: <i>Spanish Fork City VFD</i>	Division of Forestry, Fire and State Lands
Address: <i>370 N. Main St. Spanish Fork, UT 84660</i>	Address:
Phone #: <i>801-804-4771</i>	Phone #:
Authorized Agent:	Authorized Agent:
Authorized Signature: <i>D. Wayne Anderson</i>	Authorized Signature:
Date:	Date:

County Representative: _____

Date: _____

List of Appendixes:

- A. Department or District Jurisdictional Boundary Map
- B. Completed Cooperative Rate Agreement



PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL CROSSWIND PRELIMINARY PLAT

Agenda Date: March 16, 2010.

Staff Contacts: Dave Anderson, Community Development Director; Planning Commission.

Reviewed By: Development Review Committee, Planning Commission.

Request: Rockworth Companies is requesting Preliminary Plat approval for a 3-lot subdivision.

Zoning: R-1-8 and Commercial 2.

General Plan: General Commercial.

Project Size: approximately 4.5 Acres.

Number of lots: 3.

Location: 1450 East 100 South.

Background Discussion

Rockworth Companies is proposing to develop a portion of the property included in the proposed plat. As our staff began the review of the proposed Site Plan, it was discovered that the property had been subdivided without having a subdivision approved.

The infrastructure to the site has been constructed with earlier developments leaving essentially no need for improvements to be installed with the subdivision. As proposed, this plat conforms to the City's requirements for subdivisions of this nature.

To ensure conformity with the subdivision statutes, staff will require a subdivision plat to be recorded before a building permit will be issued for the Assisted Living Facility that was recently approved on what would be lot #3 of the proposed subdivision.

Development Review Committee

The Development Review Committee reviewed this request on December 23, 2010 and recommended that it be approved. Minutes from that meeting read as follows:

Spanish Fork Assisted Living Preliminary Plat

Applicant: Rockworth Companies
 General Plan: General Commercial
 Zoning: R-1-8
 Location: 1450 East 100 South

Mr. Anderson explained that there were three requests for this proposal and explained that in his opinion this was an appropriate use for this particular parcel. He said that the applicant had met with the Fire department. Ninety-six beds were proposed for the development.

The applicant explained that this facility would be licensed through the State of Utah as an AL-1 and AL-2 and would have a dementia wing. He said the residents would not be allowed to have vehicles.



Mr. Peterson explained the relocation of the power. Mr. Johnson explained what fire hydrants would need to be removed and where one would need to be installed.

Mr. Peterson told the applicant that there was a power line along one of the buildings and that they would need to maintain a 15-foot horizontal and vertical clearance. Mr. Bruce Hall said that it would not meet the clearance and he would need to fix it.

Mr. Baker asked what the maximum staff would be at any given shift. It was determined that the proposal did not meet the City's parking ordinance and that the applicant would need to come up with 15 more spaces of parking. Bruce Hall said he had a cross easement with the strip mall.

Discussion was held regarding cross access easements, allowing the applicant to obtain 15 parking spaces from the strip mall property adjacent to the proposal, removal of some of the current masonry wall, and the applicant needing to submit a lighting and landscaping plan.

Mr. Baker **moved** to recommend **approval** of the Spanish Fork Assisted Living Preliminary Plat subject to the following conditions:

Conditions

1. That the applicant meets the City's construction and development standards.
2. That the applicant meet any redlines from the City's Engineering and Power Departments.

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

Planning Commission

The Planning Commission reviewed this request on March 3, 2010 and recommended that it be approved. Draft minutes from that meeting read as follows:

Crosswind Preliminary Plat

Applicant: Rockworth Companies
General Plan: General Commercial
Zoning: R-1-8
Location: 1450 East 100 South

Mr. Anderson explained that this application was part of a project that has had a number of applications previously approved. It had previously

been recommended by the Commission that this application be denied, but the applicants have updated the plat and staff would now recommend that it be approved.

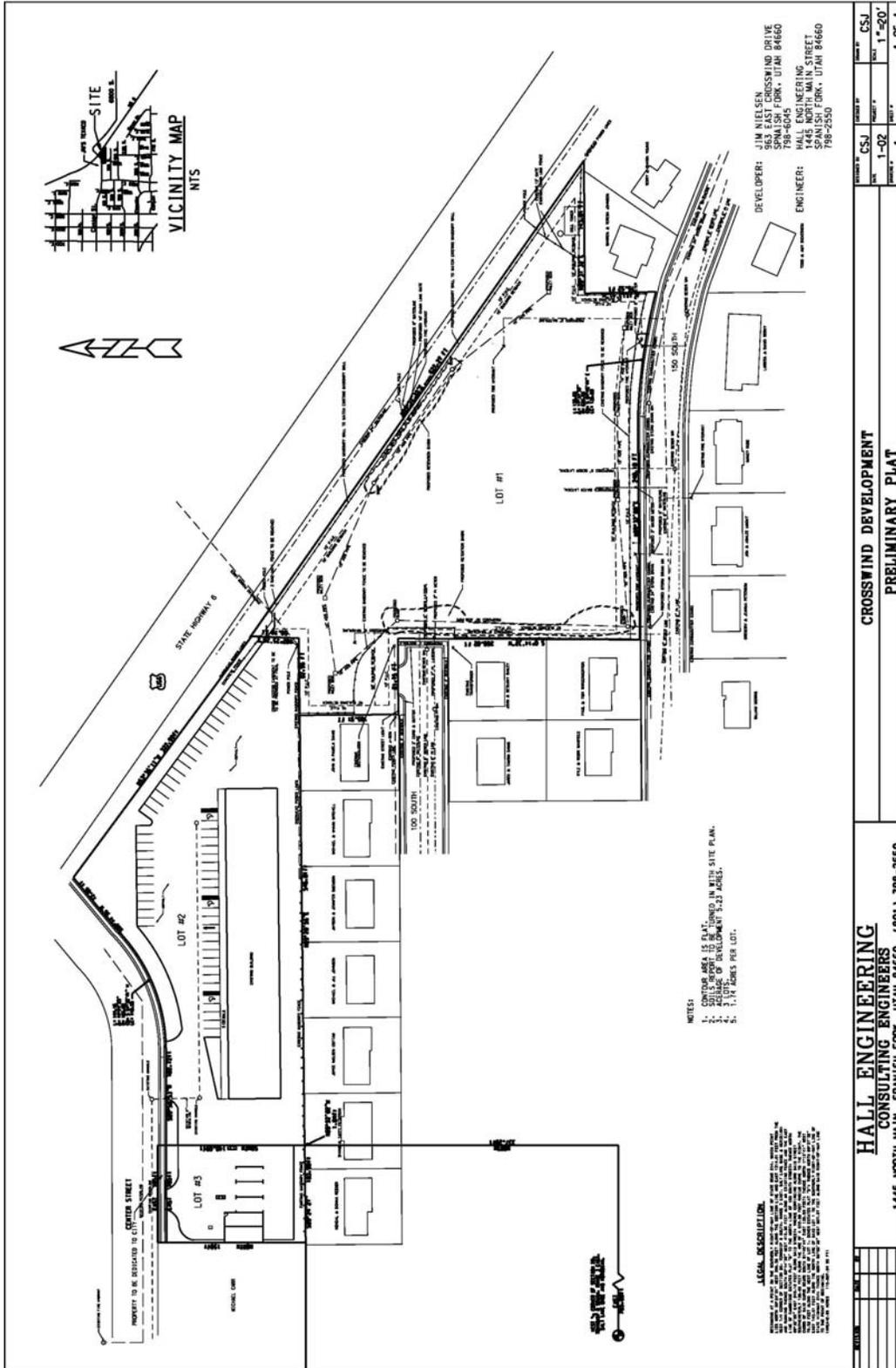
Commissioner Robins made a **motion** to recommend to the City Council **approval** of the Crosswind Preliminary Plat. Commissioner Evans **seconded** and the motion **passed** all in favor.

Budgetary Impact

There is no anticipated budget impact with this proposed subdivision.

Recommendation

Staff recommends that the proposed Preliminary Plat be approved.



CROSSWIND DEVELOPMENT		PROJECT #	CSJ
PRELIMINARY PLAT		DATE	1-02
		SCALE	1" = 50'
		SHEET #	1
		TOTAL SHEETS	1 OF 1
<p>HALL ENGINEERING CONSULTING ENGINEERS 1445 NORTH MAIN STREET, UTAH 84660 (801) 798-2550</p>			



PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL ACADEMY PARK PRELIMINARY PLAT

- Agenda Date:** March 16, 2010.
- Staff Contacts:** Dave Anderson, Community Development Director.
- Reviewed By:** Development Review Committee: Planning Commission.
- Request:** SFATC, LLC has requested Preliminary Plat approval for a six-lot non-residential subdivision.
- Zoning:** Industrial 2, Business Park and R-1-15.
- General Plan:** Business Park/Residential 2.5 to 3.5 units per acre.
- Project Size:** 40.91 acres.
- Number of lots:** 6.
- Location:** Approximately 1200 South Del Monte Road.

Background Discussion

The proposed plat contains six lots and would permit the legal conveyance of the lots, including the conveyance of a lot to the MATC.

From a zoning perspective, the proposed plat meets the City's requirements for subdivisions in the applicable zoning districts.

Staff's discussion with the applicant relative to the proposed plat has mainly centered on two issues.

The first has to do with a zoning violation on the subject properties. In short, the unapproved use of a rock crusher and storage of concrete and asphalt debris constitute the violation. Relative to the violation, a representative of the property owner has offered to commit to abate the problem. Given the owner's commitment to address this problem, staff believes this issue need not impede the approval of the proposed plat.

The second issue has to do with required improvements on Del Monte Road. Staff believes the proposed plat conforms to City standards so long as Del Monte Road is improved to the City standard. This includes the installation of curb, gutter, sidewalk and storm drain. While this is a very customary requirement, staff understands that requiring these improvements may make the proposed project infeasible for the applicant to complete at this time.

Development Review Committee

The Development Review Committee reviewed this request in their February 24, 2010 meeting and recommended that it be conditionally approved. Minutes from that meeting read as follows:

Academy Park

- Applicant: SFATC LLC
- General Plan: Business Park/Residential 2.5 to 3.5 units per acre
- Zoning: Industrial 2, Business Park and R-1-15



Location: approximately 1200 South Del Monte Road

Mr. Anderson said that he had a couple of issues to discuss. He said that he had discussed with Laura Lee Adams the improvements along Del Monte and a zoning violation on a parcel that Mike Morley owns or is an entity of. He said that there was a rock crusher and heavy equipment on the site and explained that the site was not approved for that use. Discussion was held with Jennifer Lint, Mr. Morley's representative, regarding the public improvements in front of Mr. Morley's parcel. Ms. Lint indicated they would not do the improvements. Mr. Anderson said he could not recall a time where the City had allowed a gap in public improvements along a public right-of-way where we have not required that the entire frontage adjacent to a subdivision to be improved. He said that what is required was very clear; that the Del Monte frontage would need to be improved and all the lots brought into conformity.

Ms. Lint said that, in speaking with Mr. Morley, the material that is on the site had been dug up on site and not hauled in. She asked what they would need to do to be approved to continue the use of the crusher and haul off the material. Mr. Anderson said it would not be possible, that a crusher was not allowed in that zone. Ms. Lint said that they were running the crusher everyday, five days a week, and that they would not be able to be finished crushing within one month, but could be within three months.

Ms. Adams asked if they could come to some sort of an agreement on the zoning violation so that a final plat could be recorded.

Ms. Lint said that they would not be able to bond for the public improvements and explained the expenses they were currently incurring. She said that they were anxious to get the site improved so that they could sell or develop it. She said it would not be possible for them to improve the frontage on Del Monte and that their preference would be to not include the Morley property until they were ready to improve the parcel.

Discussion was held regarding the history of ownership on the parcels included in the proposal.

Mr. Anderson explained that it was the City's staff's job to look at the City's standards and policies when approving projects. He said in the case of this proposal he did not feel it would meet the City's standards and policies if the

improvements on Del Monte were not included with the plat. He explained that he believed the City Council had the power to deviate from the standards and policies but that the Development Review Committee did not.

Mr. Baker **moved** to recommend **approval** of the Academy Park Preliminary Plat as drawn. Mr. Oyler **seconded**.

Mr. Anderson explained that the City would not take any action with regard to the crusher on the Morley site unless at the end of the three-month period that the crusher, cement, asphalt or any other debris were still present on site. He told the applicant that a letter of agreement would need to be submitted to the City before the Planning Commission's March 3, 2010 meeting. Ms. Lint agreed to provide the letter by then.

Ms. Lint said that if the City was going to require the improvements along Del Monte they would agree to that and the deal would be off. Discussion was held on what the improvements were (curb, gutter, sidewalk and a storm drain line with two boxes.)

Mr. Anderson asked Mr. Baker to amend his motion and say that the public improvements be included with the Preliminary Plat first phase.

Mr. Baker **moved** to **amend** his **motion** to include that with the first phase the public improvements would need to be completed. Mr. Oyler **seconded** and the motion **passed** all in favor.

Discussion was held regarding the timing of the proposal. Mr. Anderson said that the Preliminary Plat was scheduled for the Planning Commission meeting on March 3, 2010 and then it would be scheduled for the City Council meeting on March 16, 2010, and a Final Plat could conceivably be on the Development Review Committee meeting agenda for March 17, 2010, as long as a Final Plat application was submitted within the next few days.

Planning Commission

The Planning Commission reviewed this request on March 3, 2010 and recommended that it be approved. Draft minutes from that meeting read as follows:

Academy Park

Applicant: SFATC LLC

General Plan: Business Park/Residential 2.5 to 3.5 units per acre

Zoning: Industrial 2, Business Park and R-1-15
Location: approximately 1200 South Del Monte Road

Mr. Anderson explained the application. He said that this application was unique because parts of the plat had already been included in approved Site Plans and that the both MATC building and ALA Charter School had been constructed. The proposed plat would help to clean up past issues on the site. He said that staff had recommended that the proposed plat be approved and that all of the property included should be part of one recordable plat. As part of that, the City would require that the frontage along Del Monte Road be improved. He explained that the applicants may not be able to pay for the improvements at this time.

Commissioner Marshall asked if the other roads in the site had been improved. Mr. Anderson answered that they had been. Mr. Johnson explained what improvements would be required.

Commissioner Marshall invited the applicant to comment.

Laura Lee Adams

Commissioner Robins asked Ms. Adams what was owned by MATC. She indicated on the GIS map. She explained that the issue was with a plot of land owned by MTM along Del Monte Road, which SFATC did not have any control over. She said that MTM had told her that the sale price of the land wouldn't be enough to cover the cost of the improvements, and that they did not want to sell to MATC.

Clay Christensen

Mr. Christensen from MATC said that it would be beneficial for them if the project could move forward. He said that most of their employees are Spanish Fork Citizens and that they would like to see the project move forward.

Mike Morley

Commissioner Robins asked Mr. Morley why he had wanted to be a part of the subdivision. He said that he didn't, and that he wasn't in a financial position to put in the improvements. He said that they would when they got to a point that they could.

Mr. Robins asked if the application could be resubmitted without the MTM portion. Mr. Anderson explained the history of the properties in question and that they had been involved in unapproved subdivisions.

Commissioner Marshall said that he would be reluctant to grant the approval without the improvements. He said that he felt that the Commission had to uphold the City standards and that they should leave it up to the legislative body to make the final decision. Commissioner Robins agreed and said he was fine with the DRC's conditions.

Commissioner Robins made a **motion** to recommend to the City Council **approval** of the Academy Park Amended Preliminary Plat subject to the following conditions:

Conditions:

1. That the applicant provide written commitment to abate the zoning violation in 90 days.
2. That the required improvements to Del Monte Road are completed within the first phase.

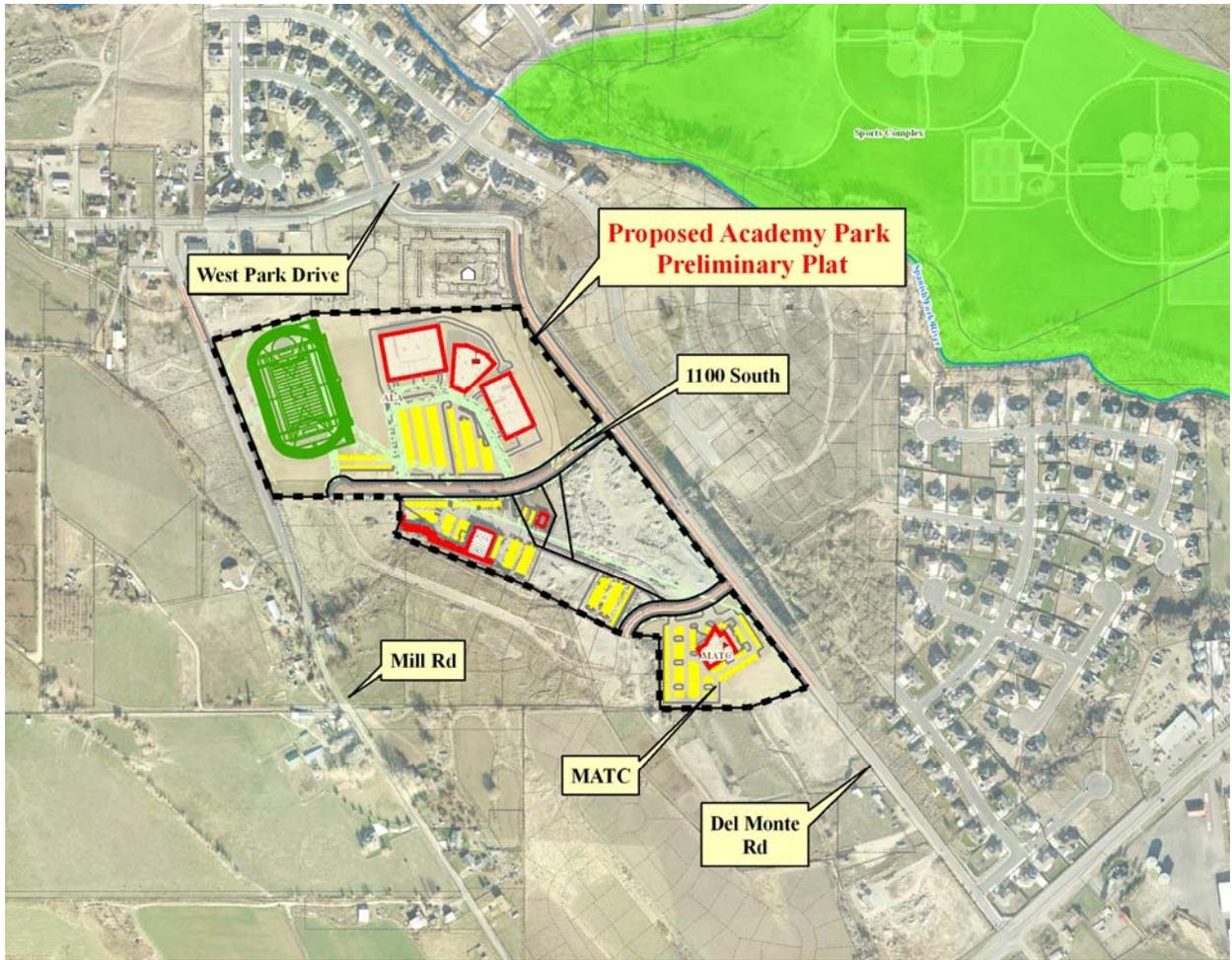
Commissioner Evans **seconded** and the motion **passed** all in favor.

Budgetary Impact

There is no anticipated budget impact with this proposed subdivision.

Recommendation

Staff recommends that the proposed Preliminary Plat be approved subject to the applicant completing the required improvements to Del Monte Road with the first phase.



COMMERCIAL FOR SALE OR RENT SIGN OPTIONS

(Redlines represent potential changes)

Current Ordinance (§5.36.050(1)(B)(i))

5.36.050 Permitted Temporary Signs

1. Sale, lease, or rent signs.
Signs shall be non-illuminated, with one (1) sign permitted for each street frontage, with a maximum of two (2) signs per parcel or building.
- b. Commercial Office, Commercial, and Industrial Districts:
 - i. Vacant land: Each sign shall have a maximum area of thirty-two (32) square feet and a maximum height of eight (8) feet.

Option One (Westfield proposal presented to the council on 1-19)

5.36.050 Permitted Temporary Signs

1. Sale, lease, or rent signs.
Signs shall be non-illuminated, with one (1) sign permitted for each street frontage, with a maximum of two (2) signs per parcel or building.
- b. Commercial Office, Commercial, and Industrial Districts:
 - i. Vacant land: Each sign shall have a maximum area of thirty-two (32) square feet and a maximum height of eight (8) feet. **Within a commercial project of fifteen (15) acres or more, each sign face shall have a maximum area of ninety-six (96) square feet with a maximum of two sign faces and a maximum height of twenty-four (24) feet.**

Option Two (Westfield proposal made subsequent to the council meeting on 1-19)

5.36.050 Permitted Temporary Signs

1. Sale, lease, or rent signs.
Signs shall be non-illuminated, with one (1) sign permitted for each street frontage, with a maximum of two (2) signs per parcel or building.
- b. Commercial Office, Commercial, and Industrial Districts:
 - i. Vacant land: Each sign shall have a maximum area of thirty-two (32) square feet and a maximum height of eight (8) feet. **Within a master-planned commercial project of twenty-five (25) acres or more, each sign face shall have a maximum area of ninety-six (96) square feet with a maximum of two sign faces and a maximum height of twenty-four (24) feet.**

Option Three (Westfield proposal made subsequent to the council meeting on 1-19)

5.36.050 Permitted Temporary Signs

1. Sale, lease, or rent signs.
Signs shall be non-illuminated, with one (1) sign permitted for each street frontage, with a maximum of two (2) signs per parcel or building.
- b. Commercial Office, Commercial, and Industrial Districts:
 - i. Vacant land: Each sign shall have a maximum area of thirty-two (32) square feet and a maximum height of eight (8) feet. **Within a master-planned commercial project of twenty-five (25) acres or more, each sign face shall have a maximum area of ninety-six (96) square feet with a maximum of two sign faces and a maximum height of twenty-four (24) feet. Once fifty percent (50%) of the non-anchor buildings are constructed, the sign faces must be reduced to thirty-two (32) square feet.**

Option Four

5.36.050 Permitted Temporary Signs

1. Sale, lease, or rent signs.
Signs shall be non-illuminated, with one (1) sign permitted for each street frontage, with a maximum of two (2) signs per parcel or building.
- b. Commercial Office, Commercial, and Industrial Districts:
 - i. Vacant land: Each sign shall have a maximum area of thirty-two (32) square feet and a maximum height of eight (8) feet. **Within a master-planned commercial project of twenty-five (25) acres or more, each sign face shall have a maximum area of ninety-six (96) square feet with a maximum of two sign faces and a maximum height of twenty-four (24) feet. Once fifty percent (50%) of the non-anchor buildings are constructed, all sale, lease, or rent signs not attached to the vacant building must be removed.**

Option Five

5.36.050 Permitted Temporary Signs

1. Sale, lease, or rent signs.
Signs shall be non-illuminated, with one (1) sign permitted for each street frontage, with a maximum of two (2) signs per parcel or building.
- b. Commercial Office, Commercial, and Industrial Districts:
 - i. Vacant land: Each sign shall have a maximum area of thirty-two (32) square feet and a maximum height of eight (8) feet. **Within a master-planned commercial project of twenty-five (25) acres or more, a total of four signs are allowed. Each sign face shall have a maximum area of thirty-two (32) square feet with a maximum of two sign faces and a maximum height of eight (8) feet.**

Option Six

5.36.050 Permitted Temporary Signs

1. Sale, lease, or rent signs.
Signs shall be non-illuminated, with one (1) sign permitted for each street frontage, with a maximum of two (2) signs per parcel or building.
- b. Commercial Office, Commercial, and Industrial Districts:
 - i. Vacant land: Each sign shall have a maximum area of thirty-two (32) square feet and a maximum height of eight (8) feet. **Within a master-planned commercial project of twenty-five (25) acres or more, a total of four signs are allowed. Each sign face shall have a maximum area of sixty-four (64) square feet with a maximum of two sign faces and a maximum height of twelve (12) feet.**

Option Seven

5.36.050 Permitted Temporary Signs

1. Sale, lease, or rent signs.
Signs shall be non-illuminated, with one (1) sign permitted for each street frontage, with a maximum of two (2) signs per parcel or building.
- b. Commercial Office, Commercial, and Industrial Districts:
 - i. Vacant land: Each sign shall have a maximum area of thirty-two (32) square feet and a maximum height of eight (8) feet. **Within a master-planned commercial project of twenty-five (25) acres or more, each sign face shall have a maximum area of sixty-four (64) square feet with a maximum of two sign faces and a maximum height of twenty (20) feet. Once fifty percent (50%) of the non-anchor buildings are constructed, sign faces must be reduced to thirty-two (32) square feet.**

Option Eight

5.36.050 Permitted Temporary Signs

1. Sale, lease, or rent signs.
Signs shall be non-illuminated, with one (1) sign permitted for each street frontage, with a maximum of two (2) signs per parcel or building.
- b. Commercial Office, Commercial, and Industrial Districts:
 - i. Vacant land: Each sign shall have a maximum area of thirty-two (32) square feet and a maximum height of eight (8) feet. **Within a master-planned commercial project of twenty-five (25) acres or more, each sign face shall have a maximum area of sixty-four (64) square feet with a maximum of two sign faces and a maximum height of twenty (20) feet. Once fifty percent (50%) of the non-anchor buildings are constructed, sign faces must be reduced to thirty-two (32) square feet and the height reduced to eight (8) feet.**

Option Nine

5.36.050 Permitted Temporary Signs

1. Sale, lease, or rent signs.

Signs shall be non-illuminated, with one (1) sign permitted for each street frontage, with a maximum of two (2) signs per parcel or building.

b. Commercial Office, Commercial, and Industrial Districts:

i. Vacant land: Each sign shall have a maximum area of thirty-two (32) square feet and a maximum height of eight (8) feet. **Within a master-planned commercial project of twenty-five (25) acres or more, each sign face shall have a maximum area of sixty-four (64) square feet and a maximum height of twenty (20) feet. Once fifty percent (50%) of the non-anchor buildings are constructed, sign faces must be reduced to thirty-two (32) square feet and the height reduced to eight (8) feet.**

As you can see, there are multiple variables which can come into play. We can use any number the Council desires. There are surely many other options not listed here, which deal with issues other than just square footage and height. We can create any requirements the Council is comfortable with. Once the Council gives the direction they want, I will prepare an ordinance and start the process of getting it back to the Council for discussion and adoption.



Staff Report to City Council

Agenda Date:	March 16, 2010
Staff Contacts:	Dale Robinson
Reviewed By:	Junior Baker
Subject:	UDOT Aesthetics and Landscaping Cooperative and Maintenance Agreement

Background Discussion:

This is an agreement for landscaping of the Main Street and I-15 interchange. UDOT will do what they call a baseline aesthetics plan unless we choose to enter into this agreement with them to get the enhanced plan. The baseline basically just includes wild field grasses. In the enhanced plan UDOT will contribute \$100,000 towards an upgraded look which will include decorative rock and trees on corners of the interchange. In exchange for the enhanced version the city agrees to maintain those areas at no cost to UDOT. The city also has the option to contribute additional funds toward further landscaping in this area.

Budgetary Impact:

We already maintain the freeway off ramp at Main Street so the impact on the budget will be minimal.

Alternatives:

N/A

Recommendation:

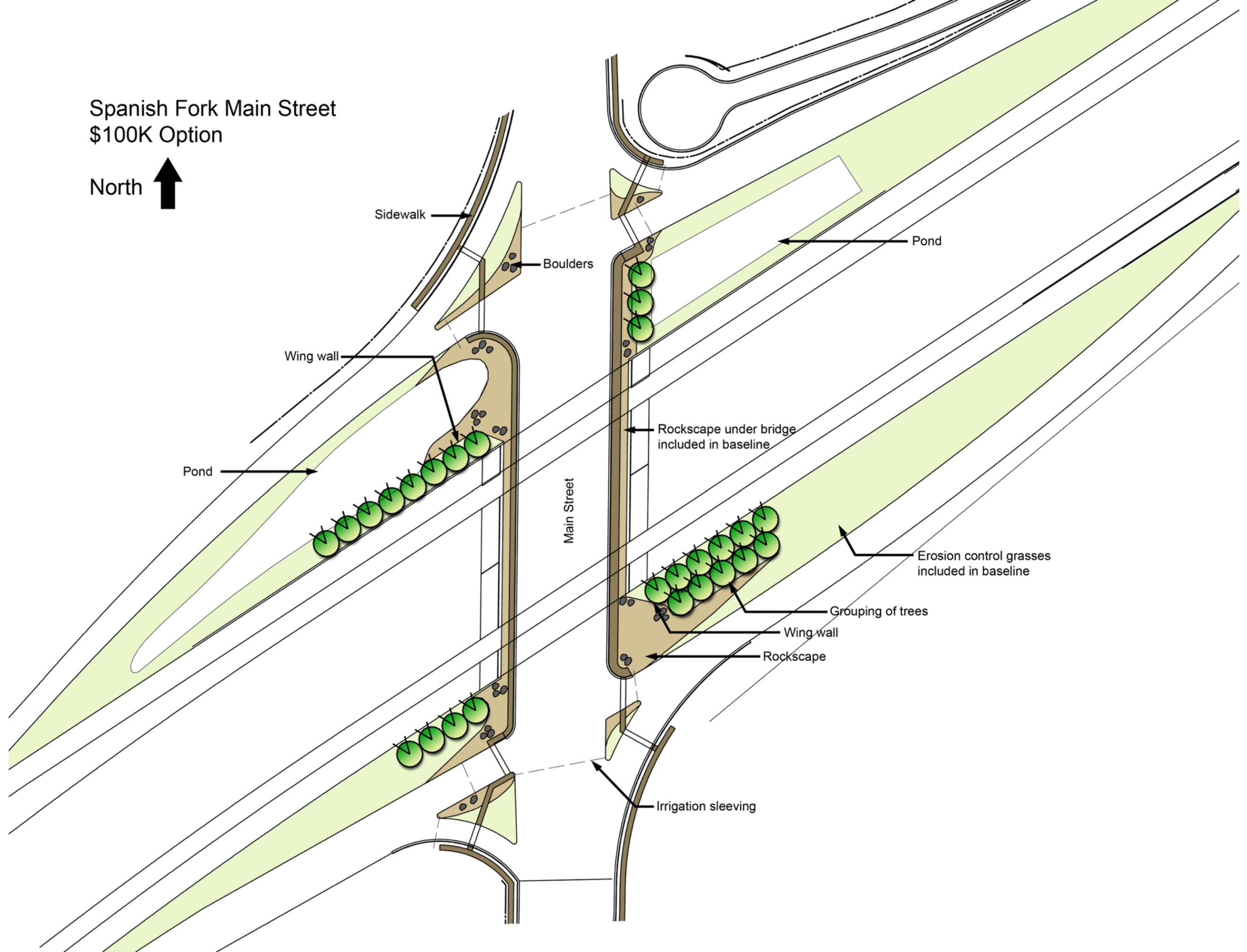
Staff recommends the Council authorize the Mayor to sign the agreement to include the enhanced plan. We do not recommend that the city allocate any additional funding toward landscaping of these interchanges at this time. That can be done at a later date if deemed necessary.

Attachments:

A copy of the agreement has been attached along with the conceptual plan for the enhanced version of the landscaping.

Spanish Fork Main Street
\$100K Option

North ↑



FINANCE NUMBER _____

AESTHETICS AND LANDSCAPING COOPERATIVE AND MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2010, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereafter referred to as UDOT and SPANISH FORK CITY, a Municipal Corporation of the State of Utah, hereinafter referred to as City.

WITNESSETH:

WHEREAS, UDOT has requested proposals for a design-build contract for the highway project identified as Project MP-I15-6(178)245; Utah County ("Project"), located in Utah County, Utah; and

WHEREAS, UDOT has awarded a design-build contract for the Project to a third party entity, hereinafter referred to as "Design-Builder". Design-Builder shall design and construct the Project; and

WHEREAS, as part of the project UDOT will provide landscaping and aesthetic treatments at the Spanish Fork Main Street and the I-15 Interchange that are consistent with the Project Corridor Baseline Aesthetics Plan; and

WHEREAS, UDOT and City desire to incorporate Enhanced Landscape and Aesthetic Treatments in addition to the Project Corridor Baseline Aesthetics Plan (Work); and

WHEREAS, the City has agreed to care for and maintain the Enhanced Landscape and Aesthetic Treatments in accordance with the terms and conditions contained herein.

THIS AGREEMENT is made to set out the terms and conditions whereunder said work shall be performed.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. UDOT shall provide landscaping and aesthetic treatments consistent with the Project Corridor Baseline Aesthetics Plan, as identified in the attached Exhibit A and incorporated herein, to include aesthetic treatments of all walls and bridge elements.
2. UDOT will contribute \$100,000.00 towards Enhanced Landscape and Aesthetic Treatments at the Spanish Fork Main Street and I-15 Interchange in Spanish

Fork City, as shown in the attached conceptual plans and estimates marked Exhibit B and incorporated herein.

3. City will contribute \$_____.00 towards the Enhanced Landscape and Aesthetic Treatments and shall pay \$_____.00 no later than April 1, 2010. The City shall pay said amounts to UDOT's Comptroller Office located at UDOT/COMPTROLLER, 4501 South 2700 West, Box 141500, Salt Lake City 84119-1500. Include the Landscape and Maintenance Agreement Finance Number with the remittance.
4. UDOT will administer the Work covered herein and shall require by contract that the Design-Builder shall design and construct the Enhanced Landscape and Aesthetic Treatment work.
5. In the event there are changes in the scope of the Enhanced Landscape and Aesthetic Treatments covered by this agreement, a modification to this agreement in the form of a Construction Change Order issued by UDOT, signed by representatives of the parties hereto is required prior to the start of work on said changes or additions.
6. City agrees that upon notification of completion of the Work it will accept, own, and maintain the Enhanced Landscape and Aesthetic Treatments at no further cost to UDOT. City further agrees to relieve UDOT from any responsibility or liability that may result from their Enhanced Aesthetic Treatments or operation thereof.
7. UDOT will maintain all of the real property and Project Corridor Baseline Aesthetics.
8. UDOT reserves the right to remove any and all Work if deemed necessary. This may include roadway widening or other activities that would eliminate the improvements from the right-of-way. UDOT agrees to make necessary modifications so that all remaining Enhanced Landscape and Aesthetic Treatments areas function properly.
9. It is understood that access for maintenance and servicing of City's property located on the right of way of said project will be permitted only by permit issued by UDOT to the City, and that the City will obtain said permit and abide by conditions thereof for policing and other controls in conformance with UDOT's current "Manual for the Accommodation of Utilities and the control and Protection of State Highway Rights of Way".

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

Attest:

Spanish Fork City,
 a Municipal Corporation of the State
 of Utah

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

Recommended for approval:

Utah Department of Transportation

Title: Engineering Director

Title: Project Director

Date: _____

Date: _____

The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.

UDOT Comptroller Office Contract Administrator

Date: _____

ORDINANCE NO. _____

ROLL CALL

VOTING	YES	NO
G. WAYNE ANDERSEN <i>Mayor (votes only in case of tie)</i>		
ROD DART <i>Councilmember</i>		
RICHARD M. DAVIS <i>Councilmember</i>		
STEVE LEIFSON <i>Councilmember</i>		
JENS P. NIELSON <i>Councilmember</i>		
KIER A. SCUBES <i>Councilmember</i>		

I MOVE this ordinance be adopted: Councilmember _____

I SECOND the foregoing motion: Councilmember _____

ORDINANCE 11-05

**AN ORDINANCE AMENDING BUSINESS LICENSE REGULATIONS
WITH RESPECT TO ALCOHOL SALES**

WHEREAS, Spanish Fork City has enacted a section of its municipal code dealing with alcohol sales; and

WHEREAS, part of the goal of the code with respect to alcohol sales is to require strict compliance with the provisions of law and to prohibit sales to minors; and

WHEREAS, When a violation of the law occurs with respect to the sale of alcoholic beverages to underage individuals, the City is required to follow the sanctions set forth in Utah Code Annotated §32A-10-103; and

WHEREAS, since the adoption of the current ordinance, the State of Utah has changed the

state law, necessitating the need for the City to change its ordinance; and

WHEREAS, in reviewing the municipal code, it was observed that an earlier amendment was placed in the wrong section;

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

I.

Spanish Fork Municipal Code §5.12.060(A) and (C) of the are hereby amended as follows:

5.12.060. Revocation-Hearing Examiner.

- A. Any permit issued hereunder may be revoked following notice and a hearing before a Hearing Examiner. The Community Development Director is hereby appointed to act as Hearing Examiner.
- C. The Hearing Examiner, or City Council, shall follow this criteria when holding a revocation hearing, taking into account any mitigating or aggravating factors which have been presented at the hearing:
 - 1. The City licence shall be revoked if the State licence has been revoked.
 - 2. The hearing officer shall impose those sanctions set forth in Utah Code Annotated §32A-10-103(5), as it may be amended from time to time.

II.

Spanish Fork Municipal Code §5.12.070 is hereby amended by repealing §5.12.070(1)(b) and re-enacting that paragraph to become §5.12.070(4)(b), as follows:

- 4. A Class D permit holder:
 - a. [no change]
 - b. Who holds either a state issued restaurant liquor license or a state issued

limited restaurant license may operate within either of the six hundred or the two hundred foot restrictions from public or private schools, churches, public libraries, public playgrounds, or parks if the permit holder is located in a commercial or industrial zone of the City. This shall constitute the local written consent contemplated by Utah Code Annotated Sections 32A-4-101 (4)(c)(i)(A) and 32A-4-302 (4)(c)(i)(A)(1953, as amended). The City Economic Development Director is authorized to issue to the State Liquor Control Commission a letter authorizing any such uses when an applicant is located within the applicable zones.

III.

This Ordinance shall become effective 20 days after passage and publication.

DATED this 16th of March, 2010.

G. WAYNE ANDERSEN, Mayor

Attest:

Kimberly Robinson, City Recorder