



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 January 18, 2011.**

AGENDA ITEMS:

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

- a. Pledge, led by invitation

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. SPANISH FORK 101

5. PUBLIC HEARING:

6. CONSENT ITEMS:

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

- a. * [Minutes of Spanish Fork City Council Meeting – December 21, 2010](#)
- b. * [ASCAP Music Contract](#)
- c. * Resolution – Appointment of Chris Thompson to the SUVMWA Technical Committee and alternate the Board.
- d. * [Residential Anti-Displacement Plan and Certification](#)

7. NEW BUSINESS:

- a. * Community Covenants
- b. * [Preliminary Plat – Skyline Business Park](#)
- c. * Proposed Lindberg Annexation of 144 acres located at approximately 800 West 3200 North.
- d. Airport Board Appointment

ADJOURN:

* 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 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.

Draft Minutes
Spanish Fork City Council Meeting
December 21, 2010

Elected Officials Present: Mayor G. Wayne Andersen, Councilmembers Steve Leifson, Rod Dart, Keir A. Scoubes, Richard Davis, Jens P. Nielson.

Staff Present: Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Dave Anderson; Community Development Director; Richard Heap, Public Works Director; Chris Thompson, Assistant Public Works Director; Dale Robinson, Parks & Recreation Director; Kent Clark City Recorder/Finance Director; Dee Rosenbaum, Public Safety Director; Shelley Hendrickson, Planning Secretary; John Bowcut, SFCN Director; Dave Oyler, City Manager; Dave Peay, Equipment Operator.

Citizens Present: Richard V. Harris, Dave Peay.

CALL TO ORDER, PLEDGE, RECOGNITION:

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

Councilman Dart led in the pledge of allegiance.

Employee of the 3rd Quarter

Mayor Anderson recognized Sara Randle as the Employee of the Quarter. Mr. Perrins expressed that Sara was a great employee and was nominated by her peers.

Mr. Baker said that Sara had earned this recognition this quarter. He said that she brings a good atmosphere to the work place and is very professional. He further said that in there office they deal with unhappy citizens and that when they leave, after dealing with Sara, they leave feeling good. He explained that they had been inundated with court filing papers and that Sara had been tremendous in getting this done. Well deserved recognition.

Community Covenant – Utah National Guard

Re-scheduled for January 2011

PUBLIC COMMENTS:

Carie Hanks

Ms. Hanks wished everyone a Merry Christmas and Happy New Year from The Chamber of Commerce.

COUNCIL COMMENTS:

47 Councilman Scoubes reported on the Solid Waste District that they met and they are currently
48 working on the re-facing of the building and bays. As a board it was recommended that the new
49 manager be Terry Ficklin effective December 16, 2010.

50

51 Councilman Dart reported in the last meeting that citizens help out during a snow storm and
52 commended those that helped their neighbors shovel snow.

53

54 Councilman Leifson reported that discussion from the UMPA meeting was that things are looking
55 better in the power industry. Numbers in November were in the positive for the first time in a
56 year. He reported on the SUVPS meeting and then commended City employees for their good
57 work.

58

59 Councilman Davis reported he got a phone call from the Fire Chief requesting citizens to clear
60 the snow away from the fire hydrants. Thanked City employees and citizens.

61

62 Councilman Nielson wished everyone a Merry Christmas.

63

64 Mayor Andersen reported that every one of the City plows was hooked up and in operation,
65 running 24 hours a day. He extended his appreciation to City employees for everything they are
66 doing.

67

68 Councilman Davis made a **motion** to **move** into Public Hearing. Councilman Nielson **seconded**
69 and the motion **passed** all in favor.

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72 PUBLIC HEARING

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74 **Abandonment of River Cove Plat E**

75 **Vacation of Sandbar Way within River Cove Plat E**

76

77 Mr. Baker gave background on the River Cove project and said that it was approved two years
78 ago. He further explained that a Final Plat had been recorded and then the economy tanked. He
79 said at this time the choice was to call the bond or abandon the subdivision and vacate the street.
80 He said that the developer had been contacted and they understand and do not have any
81 objection.

82

83 Mayor Anderson invited public comment.

84

85 Councilman Leifson **moved** to **close** public hearing. Councilman Scoubes **seconded** and the
86 motion **passed** all in favor.

87

88 Councilman Neilson asked if they were not going to develop now. Mr. Baker said that they were
89 forced by the economy to not develop and the City did not want to put in the infrastructure if
90 there was not going to be any activity.

91

92 Councilman Dart **moved** to **adopt** Ordinance 26-10 and vacate Sandbar Way within River Cove
93 Plat E. Councilman Nielson **seconded** and the motion **passed** by a unanimous roll call vote.

94

95 **CONSENT ITEMS:**

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- 97 a. Minutes of Spanish Fork City Council Meeting - December 21, 2010
- 98 b. Ambulance Provider Contract with Blue Cross Blue Shield
- 99 c. Resolution approving the Amended Pre-Disaster Mitigation Plan
- 100 d. Elevator Repair Contract
- 101 e. Elevator Maintenance Contract for the Justice Center
- 102 f. North Park Questar Easement
- 103 g. Amendment to the NRCS Agreement
- 104 h. Utah Benchmarking User Data Agreement
- 105 i. Rodeo Contract with Diamond Fork Riding Club
- 106 j. UDOT ICORE Supplemental Agreement Sewer Trunkline realignment
- 107 k. Riverbottoms Real Estate Purchase Agreement
- 108 l. NRCS Grant River Trail Project Change Order #6
- 109

110 Councilman Dart made a **motion** to **approve** the consent items.

111 Councilman Davis **seconded** and the motion **passed** all in favor.

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114 **NEW BUSINESS:**

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116 **Horrocks Engineering Contract to update Citywide Traffic Model to Year 2040 using latest**

117 **Census Data.**

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119 Mr. Thompson explained this contract was to take some of the information from the 2010 census

120 work and allow us to project the model to 2040. He said he felt it was appropriate as we propose

121 a transportation impact fee.

122

123 Councilman Leifson made a **motion** to **approve** the Horrocks Engineering Contract to update the

124 Citywide Traffic Model. Councilman Dart **seconded** and the motion **passed** all in favor.

125

126 **North Park Connector Trail Change Order**

127 **North Park Trail Change Order**

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129 Mr. Thompson explained that this change order and the next change order on the agenda were

130 from situations that arose from the construction of the trails. The bulk of the project was with a

131 grant that was a matching grant and awarded by change order to extend the trail all the way to

132 north park. The initial project found fiber optic cable that was very near the surface so the

133 ground had to be built up and the trail constructed on top. This caused more fill to be imported

134 than anticipated. On the next item the situation was similar but a storm drain pipe was located in

135 a hill and they had to expand the hill instead of cutting the ground down.

136

137 Councilman Davis made a **motion** to **approve** the North Park Connector Trail Change Order and

138 the North Park Trail change order. Councilman Nielson **seconded** and the motion **passed** all in

139 favor.

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142 Councilman Davis asked why the weigh tickets were not accounted for. Mr. Thompson explained
143 that there were a number of difficulties in obtaining the data from these change orders. He said
144 that they had not collected the tickets on a daily basis. He explained that the Engineering
145 Department discussed weigh tickets and those they will now be collected daily to help to quantify
146 these changes sooner and work with the contractor better. Some of the cost was less than the
147 bid. Councilman Davis asked if there was a way to keep track of where the fiber optic lines are.
148 Mr. Thompson said it would be hard because they are not our lines and explained how the City
149 keeps track of utility information.

150

151 **100 North I-15 Storm Drain Detention Basin Design**

152

153 Mr. Thompson explained that there was storm drain needed to run along I-15 and in order for the
154 storm drain to work properly a detention basin would be needed. He explained that this type of a
155 project could be constructed with impact fee funds; however, there were not enough impact fees
156 for this area. He further explained that with the I-Core project and UDOT wanting to use the
157 pipe system that he had negotiated with UDOT and came to an agreed for the construction of the
158 pipeline from this area all the way to 400 North. He said that this would be critical to put in to
159 get the water out of the irrigation. He explained that what he had agreed to was to design and
160 construct the detention basin and that was the purpose of the contract; to complete the design.

161

162 Councilman Leifson made a **motion to approve** the 100 North I-15 Storm Drain Detention Basin
163 Design. Councilman Davis **seconded** and the motion **passed** all in favor.

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165 **Powerline Crossing Agreement with UTA**

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167 Mr. Baker explained that the City had a power line running out of the dry creek substation which
168 was right along the UTA train tracks. Due to height restrictions this agreement would authorize
169 us to boar under the railroad tracks and not be charged the typical fee.

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171 Councilman Scoubes made a **motion to approve** the Powerline Crossing Agreement with UTA.
172 Councilman Leifson **seconded** and the motion **passed** all in favor.

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174 **SFCN Cable Television Rate Increase**

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176 Mr. Bowcut presented a power point presentation explaining the Cable rate increases. He
177 expressed that he wished that they did not raise have to raise them but that there was little he
178 could do about it. He further explained that the price increase would not increase the SFCN
179 retained earnings.

180

181 Councilman Neilson asked if the citizens could view on-line cost comparisons. Mr. Bowcut said
182 that currently, they could not. Councilman Neilson asked if it could be made available and Mr.
183 Bowcut explained that there was such a difference it would be cumbersome.

184

185 Mr. Bowcut reported that the new phone service was very successful and would be launching a
186 campaign soon. He expressed how nice it will be to have a landline for \$15 a month.

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188 Councilman Leifson made a **motion to approve** the SFCN Cable Television Rate Increase.
189 Councilman Dart **seconded** and the motion **passed** all in favor.

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Pavillion Rental Rate Increase

Mr. Robinson explained that he had done a study of the fee structure for a check and balance and said that the fees had not been evaluated or increased for at least six years. He said he found in the study that we were substantially lower than anyone else in the County. He proposed increasing the fee to \$50. The main reason for the increase was to just keep up with the market.

Councilman Davis asked if other cities would raise their rates. Mr. Robinson said that he did not know and that normally we would increase a little over time. Councilman Davis asked if it was our citizens that were using the pavilions. Mr. Robinson said that it was our residents using them and not out-of-towners. Councilman Davis asked if Mr. Robinson felt that people would not want to pay the increase. Mr. Robinson said he did not feel it would decrease the rentals.

Mr. Robinson said that the North Park Pavillion rental would be \$250.

Councilman Davis said due to the economy that he would like to leave the rate at \$35 for another year since it was the citizens using the pavilions. He said he felt that if other cities were raising there rates than maybe he could see making an increase. He was fine with the deposit being increased to fifty.

Councilman Neilson said that he had heard very good things about our pavilions and felt our fee was minimal. He said he felt \$50 was fair even in the economy.

Mr. Robinson said that he felt that our facilities were better than what other cities were renting for \$50.

Councilman Scoubes asked if we had increased over time would it be a set thing or would we be competitive with the market. Mr. Robinson said that normally they do studies to see how the market is. Councilman Scoubes asked if the monies from the rental go into the budget and asked if something needed to be fixed where the money would come from. He said that since we had not been doing an incremental fee that raising to \$50 was a gulp.

Councilman Leifson said that he felt, in the citizens mind, it was a huge jump. He could see both sides and would like to wait for the economy to get better.

Discussion was held regarding a five dollar increase.

Councilman Leifson made a **motion** to **approve** raising the Pavillion Rental Rate to \$40 and the deposit to \$50. Councilman Scoubes **seconded** and the motion **passed** all in favor.

Independent Financial Audit Report

Mr. Clark used the overhead projector to present a PowerPoint presentation on the Financial Audit Report.

Councilman Dart **moved** to **accept** the auditors report for fiscal year ending June 30th 2010. Councilman Leifson **seconded** and the motion **passed** all in favor.

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ADJOURN:

Councilman Davis made a **motion** to **adjourn** to Closed Session to discuss Real Estate.
Councilman Leifson **seconded** and the motion **passed** all in favor at 7:32 p.m.

ADOPTED:

Shelley Hendrickson, Planning Secretary

DRAFT

MEMORANDUM

To: City Council, Seth Perrins, Junior Baker, Dale Robinson
From: Elaine Hansen, Special Events
Date: December 28, 2010
RE: ASCAP and BMI Licensing (for use of Music)

A Public Entity like a University, City, Restaurant, etc., must obtain licensing to cover their using of music to enhance public gatherings, atmosphere, or other needs:

Two companies in the US provide the "USER" with the opportunity of using music without having to research every tune that is played and then contact the publisher to pay the "fee" for having been used. They are:

1. ASCAP (American Society of Composers, Authors, and Publishers) who currently cover 48 % of all music titles with a greater emphasis being in Pop, Jazz and Musical Theater

2. BMI (Broadcast Music, Inc.) who currently covers 52% of all music titles with their emphasis being rock, country and classical

An organization such as SF City needs coverage with both Licensing Entities in order to cover such things as music being played at a dinner or party, bands and individuals who may perform for our citizens on the Library Stage or before the Fireworks, a choir or orchestra performance in a park, etc.

ONE Organization cannot cover every song that we might use. When a song is licensed, the artist or composer may only join ONE performing rights organization so a single song is NOT covered by both ASCAP and BMI.

The idea with a minimal license fee—both are around \$300 each-- is to spare the organization the time it would take to research every time a song is played in any given day or situation within the auspice of that organization.

New to us this year is the additional part of the ASCAP License Agreement which indicates that if any event requires an entrance FEE then they be granted 1% of the total gross receipts. In speaking with ASCAP, they are not negotiable with this fee. My suggestion for next year's FOL is that we only use BMI licensed Christmas Songs for which I have written to BMI for a list.

ASCAP is currently awaiting this 1% Fee until after we have compiled the data from this year's attendance which should be around \$600.



November 18, 2010

Ms. Kim Hall
City of Spanish Fork, UT
City of Spanish Fork, UT
40 S Main St
Spanish Fork, UT 84660-2031

Dear Ms. Hall:

During our recent conversation, you told me that you would soon be making a decision on which performing rights organization's license you choose for your business. You should be aware that none of the three performing rights licensing organizations licenses all available copyrighted music. In other words, a license from one of the other organizations would not provide you with the right to perform lawfully any of the millions of copyrighted musical works in the ASCAP repertory.

Enclosed with this letter is a pamphlet that contains important information about the vast repertory of ASCAP music. For further information about our members or repertory, please visit our web site at www.ascap.com.

If there are no further questions, please sign the enclosed license agreement and return it to us with fees as specified on the invoice. An executed copy of the agreement will be sent back to you. For your convenience, you may pay your ASCAP license fees by fax. Simply complete the credit/debit card information on the invoice and fax it, along with both pages of your signed license agreement, to (678) 239-3667. You may also pay fees by phone by calling me at the number below and providing me with the appropriate checking account information or faxing a copy of your check.

Should you have any questions regarding ASCAP licensing, our agreement, rate schedule or repertory, please do not hesitate to contact me toll-free at the number below.

Sincerely,

A handwritten signature in black ink that reads "Michele McKinney". The signature is written in a cursive, flowing style.

Michele McKinney
(800) 910-7346 ext. 37

Enclosures: License, Rate Schedule, IMLA, Invoice, Enclosure - Repertory Flier, An ASCAP License Is Just Sound Policy, ASCAP Keeps You in Tune With Copyright Law, DVD-ROM, Disclosure

LICENSE AGREEMENT - LOCAL GOVERNMENTAL ENTITIES

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"), located at 2675 Paces Ferry Road, SE, Suite 350, Atlanta, GA 30339

and City of Spanish Fork, UT

("LICENSEE"), located at

40 S Main St Spanish Fork UT 84660-2031

as follows:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly on the "Premises" and at "Events" and "Functions," and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." The performances licensed under this Agreement may be by means of "Live Entertainment" or "Mechanical Music". For purposes of this Agreement,

- (i) "LICENSEE" shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (ii) "Mechanical Music" means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (A) compact disc, audio record or audio tape players (but not including "jukeboxes"), (B) videotape, videodisc or DVD players; (C) the reception and communication at the premises of radio or television transmissions which originate outside the Premises; and which are not exempt under the Copyright Law; or (D) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (iii) "Live Entertainment" means music that is performed at the Premises by musicians, singers or other performers.
- (iv) "Premises" means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (v) "ASCAP repertory" means all copyrighted musical compositions written or published by ASCAP members or members of affiliated foreign performing rights societies, including compositions written or published during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.
- (vi) "Events" and "Functions" means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in paragraph 2.(d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of or sponsored or promoted by LICENSEE on the Premises.
- (vii) "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000 (as defined in paragraph 4.(d) below).

(b) This Agreement shall be for an initial term of one year, commencing November 1, 2010, which shall be considered the effective date of this Agreement, and continuing thereafter for additional terms of one year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the agreement shall terminate on the last day of the term in which notice is given.

2. Limitations On License

(a) This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

(b) This license does not authorize (i) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (ii) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the ASCAP repertory to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.

(c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;

- (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;
- (iv) performance of a concert version of a “dramatico-musical work” (as hereinafter defined).
The term “dramatico-musical work” as used in this Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances:
 - (i) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE'S Premises, and is not open to the general public;
 - (ii) by or at colleges and universities;
 - (iii) at any professional sports event or game played on the Premises;
 - (iv) at any permanently situated theme or amusement park owned or operated by LICENSEE;
 - (v) by any symphony or community orchestra;
 - (vi) by means of a coin operated phonorecord player (jukebox) for which a license is otherwise available from the Jukebox License Office.

3. License Fee

- (a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP a license fee which includes the total of the “Base License Fee” and any applicable “Special Events License Fees”, all of which shall be calculated in accordance with the Rate Schedule attached to and made part of this Agreement. For purposes of this Agreement,
 - (i) “Base License Fee” means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE’s population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.
 - (ii) “Special Events License Fees” mean the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fees due.
 - (iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other local government entities.

Unless otherwise limited by law, LICENSEE shall pay a finance charge of 1.5% per month from the due date, or the maximum amount permitted by law, whichever is less, on any required payment that it is not made within thirty days of its due date.

4. Reports and Payments

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
 - (i) a report stating LICENSEE’s population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and (ii) a report containing the information set forth in paragraph 4.(d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety days after the conclusion of each Special Event, LICENSEE shall submit to ASCAP payment for such Special Event and a report in printed or computer readable form stating:
 - (i) the date presented;
 - (ii) the name of the attraction(s) appearing;
 - (iii) the “Gross Revenue” of the event. “Gross Revenue” means all monies received by LICENSEE or on LICENSEE’S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, “Gross Revenue” shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event;
 - (iv) the license fee due for each Special Event.
- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under an ASCAP License Agreement, LICENSEE shall indicate the name, address, phone number and ASCAP account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by ASCAP, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.

(f) LICENSEE agrees to furnish to ASCAP, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all encores to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

(g) ASCAP shall have the right to examine LICENSEE'S books and records at LICENSEE's place of business during normal business hours to such extent as may be necessary to verify the reports required by paragraph 4.(d) above. ASCAP shall have the right to adjust LICENSEE's Base License Fee based upon the most recently available revised population figures and Population Estimates Program provided by the U.S. Census Department.

5. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP may terminate this license by giving LICENSEE thirty days notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty days, this license shall terminate on the expiration of such thirty-day period without further notice from ASCAP. In the event of such termination, ASCAP shall refund on a pro-rata basis to LICENSEE any unearned license fees paid in advance.

6. Interference in Operations

ASCAP shall have the right to terminate this license upon thirty days written notice if there is any major interference with, or substantial increase in the cost of, ASCAP's operations as the result of any law in the state, territory, dependency, possession or political subdivision in which LICENSEE is located which is applicable to the licensing of performing rights. In the event of such termination, ASCAP shall refund to LICENSEE on a pro-rata basis any unearned license fees paid in advance.

7. Non-Discrimination

LICENSEE recognizes that ASCAP must license all similarly situated users on a non-discriminatory basis. LICENSEE agrees that any modifications to this Agreement by ASCAP, which are required by local, state or federal law for other municipalities, counties and other governmental entities shall not constitute discrimination between similarly situated users. Examples of such modifications are statements of equal employment opportunity or nondiscrimination on the basis of race, creed, color, sex or national origin.

8. Notices

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by certified United States Mail, by generally recognized same-day or overnight delivery service or by electronic transmission (i.e., Mailgram, facsimile or similar transmission) to the appropriate person/office as listed herein. Each party agrees to notify the other of any change in contact information, such as change of address, change of person/office responsible, etc. within 30 days of such change.

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

By _____

LICENSEE City of Spanish Fork, UT

By _____

TITLE _____

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)



LOCAL GOVERNMENT ENTITIES

2010 Rate Schedule

SCHEDULE A: Base License Fee

Population Size			Base License Fee
1	to	50,000	\$305.00
50,001	to	75,000	\$608.00
75,001	to	100,000	\$731.00
100,001	to	125,000	\$975.00
125,001	to	150,000	\$1,219.00
150,001	to	200,000	\$1,584.00
200,001	to	250,000	\$1,949.00
250,001	to	300,000	\$2,316.00
300,001	to	350,000	\$2,682.00
350,001	to	400,000	\$3,047.00
400,001	to	450,000	\$3,412.00
450,001	to	500,000	\$3,779.00
500,001	and over		*** \$4,631.00

*** \$4,631 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of \$60,938

SCHEDULE B: Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$305.

License Fee for Year 2011 and Thereafter

For each calendar year commencing 2011, all dollar figures set forth in Schedules A, B and C above (except for \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

American Society of Composers, Authors and Publishers

2675 Paces Ferry Road, SE, Suite 350 Atlanta, GA 30339

INVOICE

City of Spanish Fork, UT
40 S Main St
Spanish Fork, UT 84660-2031

November 18, 2010

Re: City of Spanish Fork, UT
40 S Main St
Spanish Fork, UT 84660-2031

Billing Period: November 1, 2010 Thru October 31, 2011

Annual Rate:	\$305.00
Amount Due	\$305.00

The only credit cards ASCAP accepts are MasterCard and VISA

Payment Amount: \$ _____

*Check No: _____ Zip Code: 84660-2031

Credit Card No: _____ Expiration Date: _____

VISA _____ Mastercard _____ Credit Card Billing Zip Code _____

Name exactly as on Card: _____

Signature: _____

Cardholder acknowledges receipt of good and/or services in the amount of the total shown herein and agrees to perform the obligations set forth in the Cardholder's Agreement with the Issuer.

***Please note:** "When you provide a check as payment, you authorize ASCAP to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. However the transaction will appear on your bank statement. If we cannot post the transaction electronically, we may present a copy of your check for payment."

License fees due and payable in advance. Retain bottom portion for your records.

City of Spanish Fork, UT
40 S Main St
Spanish Fork, UT 84660-2031

Billing Period: November 1, 2010 Thru October 31, 2011

Annual Rate:	\$305.00
Amount Due	\$305.00



DISCLOSURE STATEMENT

This is notice that, in compliance with the 1998 Utah Music Licensing Practices Act, U.C.A. 1953 §§3-10a-1, et seq:

(1) The performing rights license agreement you have been offered by the American Society of Composers, Authors and Publishers (ASCAP) contains the schedule of the rates and terms of royalties to be collected under that contract; and

(2) At your request, ASCAP will provide to you, by electronic means or otherwise, information as to whether specific copyrighted musical works are in the ASCAP repertory and the opportunity to review the most current available list of the members of ASCAP.

You may obtain *gratis* a printed copy of the most current available list of ASCAP's members by written request to ASCAP, 2675 Paces Ferry Road, SE, Suite 350, Atlanta, GA 30339, Attention: Phil Skinner. You may also obtain a computer-generated listing of copyrighted musical works in the ASCAP repertory by written request to Mr. Skinner at a cost of \$2200.00 plus shipping and handling (the listing is over 10,000 pages in length).

Information about ASCAP's members and the musical works in the ASCAP repertory can be obtained in a variety of ways. Separate databases of works that have been registered with ASCAP since January 1, 1991, or identified in ASCAP's surveys of performed works since January 1, 1978, are available online at the ASCAP Web Site, www.ascap.com (access the "ACE Database of Musical Titles" to determine whether particular songwriters or specific songs are in the ASCAP repertory). Data similar to that contained in the ACE Database is also available on DVD-ROM and is available free of charge by written request to ASCAP, One Lincoln Plaza, New York, NY 10023, attn: Director of Repertory. More comprehensive records of the titles, dates of U.S. Copyright registration (if any), writers and current publishers or other copyright owners of all known works in the ASCAP repertory are available for public inspection at ASCAP's New York office during regular business hours. A printed current list of ASCAP members can be obtained *gratis* by written request to ASCAP, 2675 Paces Ferry Road, SE, Suite 350, Atlanta, GA 30339, attn: Phil Skinner. A computer-generated listing of copyrighted musical works in the ASCAP repertory may also be obtained by written request addressed to Mr. Skinner at a cost of \$2200.00 plus shipping and handling (the listing is over 10,000 pages in length). You can also call or write to us for information as to specific works: (800) 95-ASCAP; or, at our New York address, attn: Repertory Dept. -- Clearance Section.



Memo

To: Spanish Fork City Council and Mayor Andersen
From: Chris Thompson, Assistant Public Works Director
Date: January 13, 2011
Re: RESIDENTIAL ANTI-DISPLACEMENT PLAN AND CERTIFICATION

STAFF REPORT

The 800 NORTH—MAIN ST. TO 600 EAST SEWER MAIN & WATERLINE REPLACEMENT PROJECT was partially funded by the Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG). As part of the agreement with HUD the City shall comply with the Anti – Displacement plan to receive funding for this project and projects in the future.

The staff recommends approving the Anti – Displacement Plan.

Attached: RESIDENTIAL ANTI-DISPLACEMENT PLAN AND CERTIFICATION



**APPENDIX F
RESIDENTIAL ANTI-DISPLACEMENT PLAN AND CERTIFICATION**

SAMPLE PLAN

**RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN AND
CERTIFICATION**

It shall be the declared policy of Spanish Fork City to establish and follow the plan described below to minimize the adverse impacts on persons of low and moderate income resulting from acquisition and relocation activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended. This plan does not replace but is supplementary to the acquisition and relocation requirements stated in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24), as amended, as well as the Utah Relocation Assistance Act.

I. REPLACEMENT OF DWELLING UNITS

A. Spanish Fork City will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than as low/moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.606(b)(1) on a one-for one basis, unless a written waiver has been received as provided for in 24 CFR 570.606(b)(1)(iii).

B. All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, Spanish Fork City will make public and submit to the Division of Housing & Community Development the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date initial occupancy.

II. RELOCATION ASSISTANCE

Spanish Fork City will provide relocation assistance, as described in 24 CFR 570.606(b)(2) to each low/moderate-income household displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as a direct result of assisted activities.

III. DISPLACEMENT STRATEGY

Consistent with the goals and objectives of activities assisted under the Housing and Community Development Act of 1974, as amended, Spanish Fork City will take the following steps to minimize the displacement of persons from their homes:

- A. Stage the rehabilitation of assisted housing to allow tenants to remain during and after rehabilitation, rehabilitation of empty units to allow the shifting of tenants during rehabilitation of occupied units;
- B. Provide counseling to assist homeowners and renters to understand the range of assistance options available, utilizing existing housing counseling programs to the greatest extent possible;
- C. Give priority in assisted housing units in the neighborhood to area residents facing displacement;
- D. Target Section 8 existing program certificates to households being displaced, and recruit area landlords to participate in the program;
- E. Provide counseling and referral services to assist displaced homeowners and renters find alternative housing in the affected neighborhood; and
- F. Work with area landlords and real estate brokers to locate vacancies for households facing displacement.

IV. CERTIFICATION

I certify that, Spanish Fork City has adopted the above Anti-displacement and Relocation Assistance Plan by formal resolution on this ____ day of _____, 20__.

(Name of Jurisdiction)

By: _____
(Signature)

WITNESS: _____
(Signature)

(Typed Name and Title)

(SEAL)



PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL SKYLINE BUSINESS PARK PRELIMINARY PLAT

- Agenda Date:** January 18, 2011.
- Staff Contacts:** Dave Anderson, Community Development Director.
- Reviewed By:** Development Review Committee, Planning Commission.
- Request:** Skyline Development is requesting Preliminary Plat approval for a fourteen-lot industrial subdivision.
- Zoning:** Industrial 1.
- General Plan:** Light Industrial.
- Project Size:** 32.81 acres.
- Number of lots:** 14.
- Location:** 3450 North Main Street.

Background Discussion

The proposed Preliminary Plat is presented for the Council's approval. This plat would create 14 lots to accommodate uses that are permitted in the City's Industrial 1 zone. As proposed, the plat meets the City's zoning requirements with respect to lot size and dimensions. There are some issues related to utilities that will be addressed with Final Plat applications as the City is currently completing utility master plans.

The Planning Commission Chairman raised a potential issue related to the Dry Creek flood plain during the Commission's discussion. The City's Engineering Department has since researched that issue and has found that the subject property is in Flood Zone C. Lands in Flood Zone C are outside any recognized flood plain and FEMA imposes no requirements on development in that Zone.

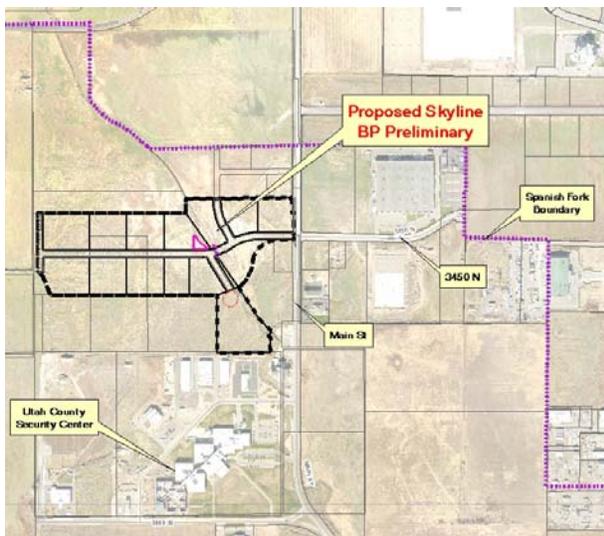
Development Review Committee

The Development Review Committee reviewed this request in their December 29, 2011 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

Skyline

Applicant: Skyline Development
 General Plan: Light Industrial
 Zoning: Industrial 1
 Location: 3450 North Main Street

Mr. Anderson explained where the project was located. Mr. Johnson said discussion would need to take place regarding where a public road would be meeting a private road and that until the master utility plans were done that they would only be able to move forward on the lot that fronted Main Street. Discussion was held regarding the time frame on the master utility plans. Mr. Burdick said it would be 4-6 weeks before it would be completed. Mr. Anderson asked what master plans would need to be done before a Final Plat could be approved. It was determined that by February all of the utility plans would be done and a Final Plat



could be approved. Mr. Johnson said one other condition was related to the size of the storm drain lines (18 inch). Mr. Morrill said that the trail plans show a trail along Dry Creek. Discussion was held regarding the classification of trail (Type B) which meant it would be a 16-foot easement with 10 feet of asphalt and 4 feet on one side and two feet on the other. Mr. Morrill said that developers are typically responsible to install the trail.

Mr. Peterson explained where the power would need to be connected.

Mr. Anderson asked if they had done any work to determine whether or not there were wetlands on the site. It was disclosed to the applicant that it is his responsibility to address any wetland issue on the site. Mr. Oyler said that wetlands need to be identified before the City will approve a Final Plat. Mr. Baker explained that wetland issues are Federal issues.

Mr. Baker **moved to approve** the Skyline Preliminary Plat subject to the following conditions:

Conditions

1. That the applicant increase the storm water lines to 18 inches.
2. That the applicant meet the Engineering Department conditions.
3. That the applicant cannot proceed to record anymore than the single lot on Main Street until the master utility plans are complete on storm drain and sewer.
4. That the applicant take care of any wetlands issues.
5. That the applicant meets the City's Construction and Development Standards.
6. That the applicant meets the Power Department conditions.
7. That the trail easement be shown on the plat.

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

Mr. Anderson said that the trail issue would need to be worked out before the Planning Commission meeting.

Mr. Morrill asked if the detention basin would be the City's. Mr. Johnson explained it would not be maintained by the City.

Planning Commission

The Planning Commission reviewed this request on January 5 and recommended that it be approved. Draft minutes from that meeting read as follows:

Skyline

Applicant: Skyline Development
General Plan: Light Industrial
Zoning: Industrial
Location: 3450 North Main Street

Mr. Anderson explained where the proposal was located within the City and stated that the site was approximately 33 acres in size and that the applicant was sub-dividing it into 14 lots. The current zone is Industrial 1. He explained that before a Final Plat is approved, master plans for storm drain, water and sewer would need to be finished. Consultants have been hired and the Engineering Department had committed to have them done in February of 2011. The only portion of the proposal that could be approved for development before the master plans are finished was the lot that is along Main Street. He explained that the Trails Master Plan called for a trail to parallel dry creek which runs through the subject property. The City's Parks and Recreation Department had looked at the proposal and decided that it would not matter what side of the creek that the trail is on but that a 16-foot easement would be needed on one side of Dry Creek.

Chairman Christianson said he did not see a FEMA map amendment and asked if there was one. Mr. Anderson said that the City was more concerned with wetland issues. Mr. Burdick explained that the City had looked at Dry Creek and explained that they were making sure that there was not too much water discharged into Dry Creek.

Discussion was held regarding Dry Creek, discharge and the flood plain. Mr. Anderson explained that the applicant would be responsible to look into flooding issues.

Terry Ehlers

Mr. Ehlers said that his surveyors were confident that wetlands were not an issue. He explained a lot that should be included that was not shown on the overhead projector. He displayed (on the white board) a rendering of what the structure they were proposing might look like. Commissioner Marshall asked if the applicant was aware of the DRC conditions. The applicant said that he was and was fine with them.

Chairman Christianson asked what type of business they were catering too. Mr. Ehlers explained the building would be a Class A office building with possibility of industrial uses.

Commissioner Evans **moved** to **approve** the Skyline Preliminary Plat subject to the following conditions:

Conditions

1. That the applicant increases the storm water lines to 18 inches.
2. That the applicant meets the Engineering Department conditions.
3. That the applicant cannot proceed to record anymore than the single lot on Main Street until the master utility plans are complete on storm drain and sewer.
4. That the applicant address any wetland issues.
5. That the applicant meets the City's Construction and Development Standards.
6. That the applicant meets the Power Department conditions.
7. That the required trail easement be shown on the plat.
8. That the applicant works with FEMA on any flood plain issues.

Commissioner Marshall **seconded** and the motion **passed** by a unanimous roll call vote.

Budgetary Impact

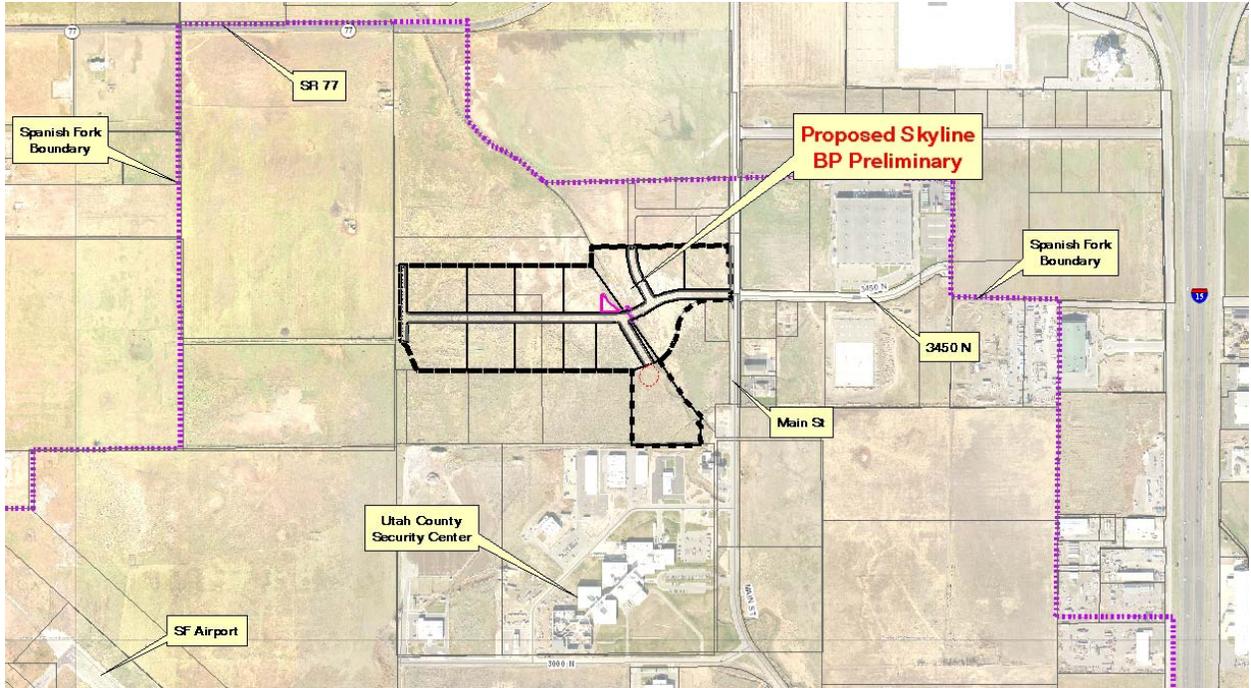
There is no anticipated budget impact with this proposed subdivision.

Recommendation

Staff recommends that the proposed Preliminary Plat be approved subject to the following conditions:

1. That the applicant increases the storm water lines to 18 inches.
2. That the applicant meets the Engineering Department conditions.
3. That the applicant cannot proceed to record anymore than the single lot on Main Street until the master utility plans are complete on storm drain and sewer.
4. That the applicant address any wetland issues.

5. That the applicant meets the City's Construction and Development Standards.
6. That the applicant meets the Power Department conditions.
7. That the required trail easement be shown on the plat.

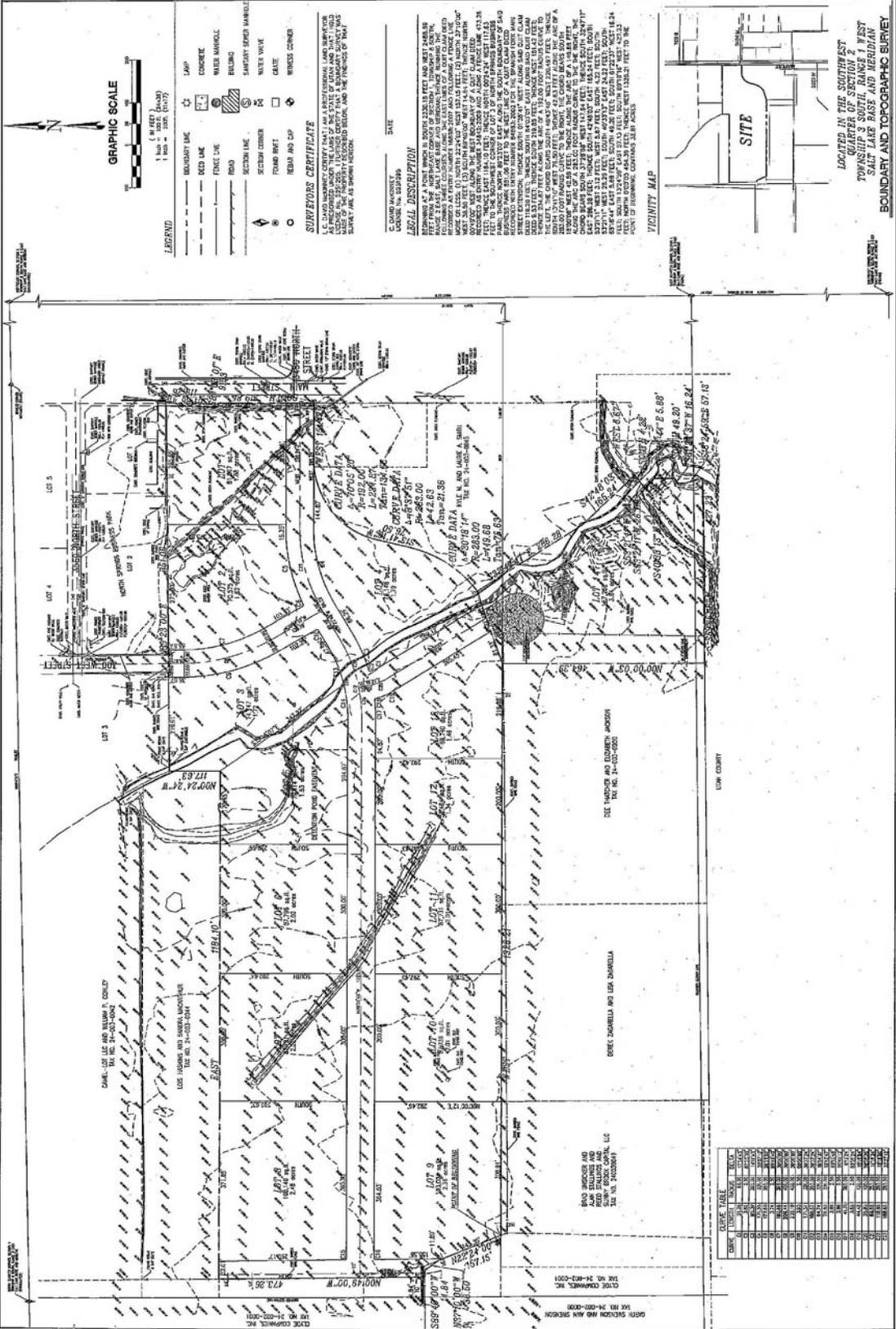




Surveying
Architecture
Landscaping
Engineering
Planning

SKYLINE BUSINESS PARK
APPROX 3500 NORTH MAIN STREET
SPANISH FORK, UT
500 0000

DATE
MAY 4, 2010
SHEET NO.



GRAPHIC SCALE
1 inch = 200 feet (Approx)
1 inch = 100 feet (Exact)

- LEGEND**
- BOUNDARY LINE
 - DEED LINE
 - ENCLOSURE
 - ROAD
 - SECTION LINE
 - SECTION CORNER
 - FOUND BUILT
 - REAR AND CAP
 - WIRELESS CORNER
 - CONCRETE
 - WATER MANHOLE
 - WATER VALVE
 - WIRELESS CORNER
 - WIRELESS CORNER

SURVEYORS CERTIFICATE

I, the undersigned, being duly sworn, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the client, and that the same has been prepared in accordance with the laws of the State of Utah and that I am a duly licensed Surveyor in the State of Utah.

LEGAL DESCRIPTION

BEING PART OF THE SURVEY OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AS SHOWN ON THE PLAT OF THE PROPERTY DESCRIBED HEREIN, AND THE THENCE OF THE SURVEY AS IS SHOWN HEREON.

VICINITY MAP



LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

CURVE TABLE

STATION	CHORD	ANGLE	DELTA	CHORD	ANGLE	DELTA
1+00.00	100.00	90.00	157.08	100.00	90.00	157.08
1+10.00	99.00	89.98	156.96	99.00	89.98	156.96
1+20.00	98.00	89.96	156.84	98.00	89.96	156.84
1+30.00	97.00	89.94	156.72	97.00	89.94	156.72
1+40.00	96.00	89.92	156.60	96.00	89.92	156.60
1+50.00	95.00	89.90	156.48	95.00	89.90	156.48
1+60.00	94.00	89.88	156.36	94.00	89.88	156.36
1+70.00	93.00	89.86	156.24	93.00	89.86	156.24
1+80.00	92.00	89.84	156.12	92.00	89.84	156.12
1+90.00	91.00	89.82	156.00	91.00	89.82	156.00
2+00.00	90.00	89.80	155.88	90.00	89.80	155.88