



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 May 1, 2012.**

AGENDA ITEMS:

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

- a. Pledge, led by invitation
- b. Maple Mountain High School Police Investigations Team, Sgt. Cory Slaymaker & Detective Courtney Jones

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: Dave Anderson – Industrial Incentives

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 – [April 17, 2012](#)
- b. * [Sumsion Investment, LLC Property Purchase Agreement](#)
- c. * [MDF Estate Planning Services as Trustee of the MD & SK Forbush Investment Trust Property Purchase Agreement](#)

6. NEW BUSINESS:

- a. Board Appointment – Bonnie Davis, Senior Citizens' Board
- b. * [Resolution #12-03 Authorizing the Purchase or the Initiation and Filing of a Condemnation Action to Exercise the Power of Eminent Domain in Order to Acquire Property for a Street and Right-of-Way Purposes as Part of the Spanish Fork City Transportation System](#)
- c. Railroad Encroachment Agreement for Spanish Fork River Bank Stabilization Project
- d. Fiscal Year 2013 Tentative Budget
- e. Capital Financing Information – Water Revenue Bonds – Zion's Bank Public Finance

7. * [ADJOURN TO REDEVELOPMENT AGENCY](#)

8. CLOSED SESSION:

- a. Land Acquisition

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.

Tentative Minutes
Spanish Fork City Council Meeting
April 17, 2012

Elected Officials Present: Mayor Pro-Tem Steve Leifson; Councilmembers Rod Dart, Keir A. Scoubes, Richard Davis. Absent: Mayor G. Wayne Andersen, Councilmember Brandon Gordon.

Staff Present: David Oyler, City Manager; Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Dave Anderson; Community Development Director; Chris Thompson, Public Works Director; Shelley Hendrickson, Community Development Secretary; Bill Bushman, Building & Grounds Supervisor.

Citizens Present: Tom Felt, Damien Hubert, Randall Jeffs, Richard A. Evans, Terry Holker, Sarah Ratliff, Devin Dutson.

CALL TO ORDER, PLEDGE, RECOGNITION:

Mayor Pro-Tem Leifson called the meeting to order at 6:02 p.m.

Councilman Dart led in the pledge of allegiance.

PUBLIC COMMENTS:

Cary Hanks, Director of Spanish Fork Salem Area Chamber of Commerce, invited everyone to participate in the annual golf tournament on May 3rd and also to the Junior Livestock Show.

Devin Dutson invited everyone to attend the annual EMS open house on May 5th from 10 am to 12 noon.

Steve Money, Spanish Fork City's Special Events Coordinator informed the public and City Council that rodeo tickets would be going on sale on April 18th.

COUNCIL COMMENTS:

Councilman Davis reported that he had attended the Utah League of Cities and Towns conference. He said that he had learned a lot and had an opportunity to listen to people running for senate seats. He commended the City and Bill Bushman for the beautiful flowers.

Mayor Pro-tem Leifson reported that the City had participated in the mock earthquake.

CONSENT ITEMS:

- a. Minutes of Spanish Fork City Council Meeting – April 3, 2012
- b. Spanish Highlands Ward Development Agreement
- c. CenturyLink Phone Service and Long Distance Agreement – State Purchasing Contract
- d. MOU Between Spanish Fork City and the Utah Division of Forestry, Fire, and State Lands

Councilman Dart made a **Motion** to **approve** the consent items.
Councilman Davis **Seconded** and the motion **Passed** all in favor.

Councilman Davis made a **Motion** to move into Public Hearing.
Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 6:11 p.m.

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PUBLIC HEARING:

Ordinance #04-12 Amendment to Modify the City's Requirements for Residential Treatment Centers

Mr. Anderson explained that the proposal was to change the size requirement for residential treatment centers in residential zones. The Municipal Code limits the size of the facility based on the square footage of the average of the twenty nearest residential homes. He further explained that this ordinance had been crafted to fit the old Reese elementary school on 400 north so as to permit it to be used a residential treatment facility; provided that all other criteria in the code are met. City staff had concerns about the actual ability that someone could convert the Reese building into a residential and educational component under the same roof. The applicant has obtained a professional engineer. The City's Chief Building Official has looked at that report and is satisfied that with the current codes being met it can be used. If the City Council chooses to approve this ordinance the applicant would still need to apply for a conditional use permit.

Myrna Dalton introduced herself along with Terry Hoaker and Randy Jeffs, all as representing the Haven Home for Girls.

Terry Hoaker gave a presentation on what the Haven Home for Girls is all about.

Councilman Dart asked the applicant about the neighborhood meeting that was held and if anyone had any concerns.

Myrna Dalton said that the meeting went well. A few citizens had some concerns but that the concerns were satisfied.

Councilman Dart asked how many girls the program would have.

Ms. Dalton said that they fall under Medicaid regulations and cannot have more than 16 girls.

Councilman Dart asked what they had planned to do with the playground equipment.

Ms. Dalton said that they were planning on removing the playground equipment and installing a ropes course.

Councilman Scoubes expressed he had concerns about the safety of the building. His concerns were: that the ceilings have no fire break, tying ceiling and roof into the walls, the foundation is adobe and sandstone and asbestos. He asked if these concerns had been addressed in the engineer's report.

Tom Felt said that he is the owner of the building. He explained that the sub terrain portion of the building is concrete and steel. He said that there were a lot of reasons that the Nebo School District chose to move to a more modern structure but that's what drew him to purchase the building is because of its structural stability.

Mr. Jeffs explained that the asbestos had been addressed in the engineer's report.

Councilman Scoubes said that he had talked to the Nebo School District and explained that they have records with regard to the amount of asbestos. He expressed he was very concerned about the safety of anyone that goes into the building.

Mr. Jeffs explained the engineer's report relative to the asbestos.

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Councilman Davis expressed that he felt the applicant had done their due diligence and feels that it will be a great facility if it is made safe.

Councilman Dart asked how many other buildings there were in town that the ordinance would affect.

Mr. Anderson said 3 or 4 that he could think of.

The question was raised as to whether or not the proposed change would apply to a new residential treatment facility should the Reese School be torn down.

Mr. Baker explained that the ordinance only pertains to vacant buildings and not to new construction of a residential treatment center.

Councilman Scoubes asked if by allowing the residential treatment center if it could become a drug treatment center.

Mr. Baker said that our definitions would not allow that, plus Federal Law prohibits violent people in the residential zone so the answer was no.

Councilman Scoubes made a **Motion** to move out of Public Hearing.

Councilman Dart **Seconded** and the motion **Passed** all in favor at 6:43 p.m.

Councilman Dart made a **Motion** to **approve** Ordinance #04-12 Amendment to Modify the City's Requirements for Residential Treatment Centers.

Councilman Davis **Seconded** and the motion **Passed** all in favor with a roll call vote.

Councilman Davis made a **Motion** to move into Public Hearing.

Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 6:44 p.m.

Ordinance #05-12 Modify the City's Requirements for the Keeping of Non-Domestic Animals

Mr. Anderson explained we have a provision in our ordinance that requires people who keep horses and cattle, on their properties, to be kept a certain distance from neighboring dwellings. He expressed that in his view this is unique in that what one property owner can do is impacted by what the adjacent property owner does. City staff is comfortable eliminating this requirement because when an animal is free to roam on an entire half of an acre there is not a concern with how far the animal is from any dwelling and the impact of having an animal that is kept in a concentrated area such as a pen or corral could be mitigated under the nuisance section of the Municipal code.

Rick Evans supports the proposal and explained the reasons that he felt this was an issue and gave numerous examples from his neighborhood.

Diana Butler expressed that she supports the proposal.

Councilman Dart asked what the steps would be should there be a nuisance problem.

Mr. Baker explained that the animal control officer would go out and determine whether or not there was a nuisance. He would then talk to the property owner to get them to clean it up and if they chose not to comply he would issue them a citation and they would go to court over it.

153 Councilman Scoubes said he believes in property rights and the proposal makes sense to him.
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155 Councilman Davis explained that nuisance issues could happen with a dog or cat. He supports
156 the proposal.

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158 Councilman Dart made a **Motion** to move out of Public Hearing.
159 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:00 p.m.
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161 Councilman Scoubes made a **Motion** to **approve** Ordinance #05-12 Modify the City's
162 Requirements for the Keeping of Non-Domestic Animals; without the buffer.
163 Councilman Davis **Seconded** and the motion **Passed** all in favor with a roll call vote.
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165 **NEW BUSINESS:**

166 **Stone Subdivision: Proposed Preliminary Plat to Subdivide 5 Acres Located at 2600 East Canyon**
167 **Road into Two Lots**

168 Mr. Anderson explained the proposal was to subdivide five acres into two lots in order for the
169 City to properly align 2600 East.
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171 Councilman Dart made a **Motion** to **approve** Stone Subdivision: Proposed Preliminary Plat to
172 Subdivide 5 Acres Located at 2600 East Canyon Road into Two Lots.
173 Councilman Davis **Seconded** and the motion **Passed** all in favor.
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175 **Resolution #12-02 Proclaiming Arbor Day**

176 Bill Bushman, Spanish Fork City's Building Maintenance Supervisor explained that the City
177 grows its own flowers for the "Adopt a Planter Program" on Main Street and invited anyone who
178 would like to participate to come out on May 12th and May 19th. He said that there would be two
179 acres of planter space to fill with annuals and perennials. He then explained that Spanish Fork
180 City had been participating in the National Arbor Day Foundation for 13 years.
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182 Councilman Dart explained that one of the four requirements for receiving the Tree City USA
183 award is that the City must have one day set aside in observance which is the impetus for the
184 resolution.
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186 Councilman Davis made a **Motion** to **approve** Resolution #12-02 Proclaiming Arbor Day.
187 Councilman Scoubes **Seconded** and the motion **Passed** all in favor with a roll call vote.
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189 **ADJOURN:**

190 Councilman Dart made a **Motion** to **adjourn**.
191 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 7:10 p.m.
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193 **ADOPTED:**
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Shelley Hendrickson, Planning Secretary



MEMO

To: Mayor and Council
From: S. Junior Baker
Date: 26 April 2012
Re: Property Purchase Agreements

On the City Council agenda for May 1st, are two consent items for the purchase of the property located next to SR 51, which will be used to construct the connector street between SR 51 and 1100 East. These purchases were approved in a closed session. The sellers were Sumsion Investment, LLC and MDF Estate Planning Services as Trustee of the MD and SK Forbush Investment Trust. The purchase price is \$124,600.00, and \$162,600.00 respectively, plus closing costs. The closing took place on April 26th and we now own the property.

Since the purchase has already been approved, it has been placed on the consent agenda.



REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City) and Sumsion Investment, LLC (Sumsion), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. Sumsion owns a parcel of real property in Spanish Fork City, which City desires to obtain to construct a street, more particularly described as follows (the Property):

BEGINNING AT A POINT WHICH IS LOCATED S00°18'06"E ALONG THE SECTION LINE 616.36 FEET AND EAST 2534.78 FEET FROM THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S89°59'38"E 555.34 FEET TO THE STATE ROAD RIGHT-OF-WAY; THENCE S34°17'17"W ALONG THE STATE ROAD RIGHT-OF-WAY 377.56 FEET; THENCE S89°54'28"W 226.64 FEET; THENCE NORTH 232.88 FEET; THENCE N55°34'45"W 140.62 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2.492 ACRES

2. City is desirous of purchasing the Property upon the terms and conditions set forth herein.
3. City will pay the sum of \$124,600.00 (\$50,000.00 per acre) for the Property, together with two shares of water in Wash Creek Irrigation Co. The full purchase price is due at closing. Each party shall be responsible for their own closing costs. Sumsion's closing costs shall include a three (3%) percent commission due to Monte J. Allman, who has acted as an industrial broker for Sumsion. City has not used a broker/realtor.
4. The closing will take place on or before April 30, 2012. Possession shall be transferred at the time of closing.
5. The title to the property being conveyed shall be pursuant to a warranty deed and shall be vested in the name of Spanish Fork City.

6. The parties agree to use Provo Abstract and Title Company to provide a commitment for standard coverage title insurance in the amount of the purchase price. The policy shall insure that City shall be the fee simple owner of good and marketable title free and clear of all liens and encumbrances and subject to the standard exceptions as shown on the title policy. Each party shall have three (3) days after receipt of the commitment of title insurance and all relevant documents to notify the other in writing of any objections to the title. If no objection is made, all items shall be deemed permitted. If any exceptions to title are made, the other party shall have until closing to cure such exception. If exceptions are unable to be cured, the party so excepting may choose to void this agreement or to proceed with the exceptions. If voided, all obligations of the parties shall cease and this agreement shall be void without further recourse to the parties hereto.
7. City has heretofore investigated the property and determined that it is suitable for its purposes. City therefore accepts the property "as is."
8. Sumsion warrants and represents as follows:
 - A. That no person or entity claiming under, by, or through Sumsion has any option or contract to purchase any or all of the property to be sold or any interest therein.
 - B. The property will be free and clear of any mechanics liens resulting from work performed on or with respect to the property prior to such conveyance.
 - C. Sumsion has not received written notice from any governmental body claiming any current violations of any hazardous material law, or requiring

compliance with hazardous material law, or demanding payment or contribution for environmental damage or injury to natural resources. For this purpose, hazardous material law means any State or Federal statute applicable to the property relating to the installation, use, storage, release, generation, discharge, disposal, treatment, handling, or transportation of hazardous materials.

- D. Sumsion, nor to its knowledge any previous owner, tenant, or occupant of the property, has engaged in or permitted operations or activities upon or allowed any use or occupancy of the property for the purpose or in any way involving the handling, manufacturing, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any hazardous materials, except for agricultural fertilization.
 - E. In the event, at any time prior to closing, that any party learns that any of the aforesaid representations and warranties are no longer valid, such party shall immediately notify the other in writing. The party so notified shall then have the option to proceed with this agreement subject to the changed conditions, or to void this agreement and have no further obligation to the other party.
9. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superceded hereby. This agreement may only be amended by a written agreement entered into between the parties.
10. Time is of the essence of this agreement. In case either party fails to perform the requirements of this agreement, at the time performance is required, the other

party may, at its election, terminate the agreement.

11. The obligations of the parties to this agreement shall survive the closing and shall not be merged into or become a part of any of the documents executed and delivered at closing.
12. If any action, suit, or proceeding is brought by a party with respect to a matter governed by this agreement, all costs and expenses of the prevailing party in such action, suit, or proceeding, including reasonable attorneys fees, shall be paid by the non-prevailing party.
13. All risk of loss or damage to the property shall be borne by the seller until possession exchanges.
14. As City builds a street through the property being purchased, it will allow for two access points to Sumsion's remaining property, the exact locations of which will be at City's discretion in order to meet safety guidelines for the class of street constructed. Development of the access points into the remaining Sumsion property shall be at Sumsion's expense.

DATED this 1st day of May, 2012.

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

Kent R. Clark, City Recorder

SUMSION INVESTMENT, LLC by:

BRENT R. SUMSION, Member

REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City) and MDF Estate Planning Services, Inc., Trustee of the MD & SK Forbush Investment Trust Dated December 1, 2003 (Forbush), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. Forbush owns parcels of real property in Spanish Fork City, a portion of which City desires to obtain to construct a street, more particularly described as follows (collectively, the Property):

BEGINNING AT A POINT WHICH IS LOCATED S00°18'06"E ALONG THE SECTION LINE 245.46 FEET AND EAST 1325.29 FEET FROM THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 440.90 FEET; THENCE ALONG THE ARC OF A 1299.00 FOOT RADIUS CURVE TO THE RIGHT 780.38 FEET (CHORD BEARS: S72°47'23"E 768.70 FEET); THENCE S55°34'45"E 38.12 FEET; THENCE N89°58'19"W 50.50 FEET; THENCE ALONG THE ARC OF A 1299.00 FOOT RADIUS CURVE TO THE LEFT 507.81 FEET (CHORD BEARS: N78°46'22"W 504.58 FEET); THENCE N89°58'19"W 660.80 FEET; THENCE N00°34'42"W 75.22 FEET; THENCE N00°16'09"E 75.19 FEET TO THE POINT OF BEGINNING.

CONTAINING: 3.252 ACRES

2. City is desirous of purchasing the Property upon the terms and conditions set forth herein.
3. City will pay the sum of \$162,600.00 (\$50,000.00 per acre) for the Property, together with three (3) shares of water in Wash Creek Irrigation Co. The full purchase price is due at closing. Each party shall be responsible for their own closing costs. Forbush's closing costs shall include a three (3%) percent commission due to Monte J.

Allman, who has acted as an industrial broker for Forbush. City has not used a broker/realtor.

4. The closing will take place on or before April 30, 2012. Possession shall be transferred at the time of closing.
5. The title to the property being conveyed shall be pursuant to a warranty deed and shall be vested in the name of Spanish Fork City.
6. The parties agree to use Wasatch Land and Title Insurance Company to provide a commitment for standard coverage title insurance in the amount of the purchase price. The policy shall insure that City shall be the fee simple owner of good and marketable title free and clear of all liens and encumbrances and subject to the standard exceptions as shown on the title policy. Each party shall have three (3) days after receipt of the commitment of title insurance and all relevant documents to notify the other in writing of any objections to the title. If no objection is made, all items shall be deemed permitted. If any exceptions to title are made, the other party shall have until closing to cure such exception. If exceptions are unable to be cured, the party so excepting may choose to void this agreement or to proceed with the exceptions. If voided, all obligations of the parties shall cease and this agreement shall be void without further recourse to the parties hereto.
7. City has heretofore investigated the property and determined that it

is suitable for its purposes. City therefore accepts the property “as is.”

8. Forbush warrants and represents as follows:
 - A. That no person or entity claiming under, by, or through Forbush has any option or contract to purchase any or all of the property to be sold or any interest therein.
 - B. The property will be free and clear of any mechanics liens resulting from work performed on or with respect to the property prior to such conveyance.
 - C. Forbush has not received written notice from any governmental body claiming any current violations of any hazardous material law, or requiring compliance with hazardous material law, or demanding payment or contribution for environmental damage or injury to natural resources. For this purpose, hazardous material law means any State or Federal statute applicable to the property relating to the installation, use, storage, release, generation, discharge, disposal, treatment, handling, or transportation of hazardous materials.
 - D. Forbush, nor to their knowledge any previous owner, tenant, or occupant of the property, has engaged in or permitted operations or activities upon or allowed any use or occupancy of the property for the purpose or in any way involving the handling, manufacturing, treatment, storage, use, generation,

release, discharge, refining, dumping, or disposal of any hazardous materials, except for agricultural fertilization.

- E. In the event, at any time prior to closing, that any party learns that any of the aforesaid representations and warranties are no longer valid, such party shall immediately notify the other in writing. The party so notified shall then have the option to proceed with this agreement subject to the changed conditions, or to void this agreement and have no further obligation to the other party.
9. Forbush may continue to farm the property until the City is ready to construct the street for which the property is being obtained.
10. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superceded hereby. This agreement may only be amended by a written agreement entered into between the parties.
11. Time is of the essence of this agreement. In case either party fails to perform the requirements of this agreement, at the time performance is required, the other party may, at its election, terminate the agreement.
12. The obligations of the parties to this agreement shall survive the closing and shall not be merged into or become a part of any of the

documents executed and delivered at closing.

13. If any action, suit, or proceeding is brought by a party with respect to a matter governed by this agreement, all costs and expenses of the prevailing party in such action, suit, or proceeding, including reasonable attorneys fees, shall be paid by the non-prevailing party.
14. All risk of loss or damage to the property shall be borne by the seller until possession exchanges.

DATED this 1st day of May, 2012.

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, Recorder

MDF Estate Planning Services,
Inc., Trustee of the MD & SK
Forbush Investment Trust Dated
December 1, 2003 by:

M. DON FORBUSH, President

RESOLUTION NO. 12-03

ROLL CALL

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

I MOVE this resolution be adopted: Council member

I SECOND the foregoing motion: Council member

RESOLUTION 12-03

RESOLUTION AUTHORIZING THE PURCHASE OR THE INITIATION AND FILING OF A CONDEMNATION ACTION TO EXERCISE THE POWER OF EMINENT DOMAIN IN ORDER TO ACQUIRE PROPERTY FOR A STREET AND RIGHT-OF-WAY PURPOSES AS PART OF THE SPANISH FORK CITY TRANSPORTATION SYSTEM

WHEREAS, Spanish Fork City owns and maintains a public street known as 1100 East, the north end of which street currently dead ends in an area zoned for industrial and business park uses; and

WHEREAS, connecting 1100 East with State Road 51 will open up the area around 1100 East for various types of commercial, industrial, and residential development; and

WHEREAS, the City has obtained rights-of-ways to construct the connector street, with the exception of two parcels identified in Exhibit A, which exhibit is incorporated herein by this reference;

and

WHEREAS, creating a strong economic base, with a diversity of operations, is an important function which will promote the health, safety, and welfare of the residents of Spanish Fork City; and

WHEREAS, the immediate construction of a street connecting 1100 East with SR 51 is necessary in order to promote economic development throughout the area surrounding 1100 East; and

WHEREAS, Exhibit A accurately describes the property which is needed to make the street connection between 1100 East and SR 51; and

WHEREAS, Spanish Fork City, pursuant to the authority granted under Utah Code Ann. §78B-6-501(3)(e), is authorized to exercise the power of eminent domain as necessary in furtherance of the public interest in order to acquire property for a street; and

WHEREAS, the Spanish Fork City Council has determined, in the exercise of its legislative discretion, that the public interest and necessity require the acquisition of the parcels of property described in Exhibit A for street purposes; and

WHEREAS, the public interest and necessity further require the acquisition and immediate occupancy of the real property described in Exhibit A for the purpose of constructing the public improvements in the form of a street; and

WHEREAS, the construction and use of the property for a street will commence as soon as possible following the initiation of these proceedings and an entry of order of immediate occupancy; and

WHEREAS, the property in question is held in fee ownership by private parties and is not already appropriated to some other public use;

NOW THEREFORE, be it resolved by the Spanish Fork City Council as follows:

1. Authorization is hereby given to negotiate the purchase of property described in Exhibit A, and if the purchase cannot be negotiated, to initiate a condemnation action to acquire by the power of eminent domain on behalf of Spanish Fork City the property described in Exhibit A for street purposes.

2. The acquisition of the property described in Exhibit A is for an authorized public use and is

necessary to accomplish the purpose for which it is being acquired, namely the construction of public improvements in the form of a street in furtherance of the health, safety, and welfare of the citizens and residents of Spanish Fork City.

3. Further authorization is given to staff and legal counsel to negotiate for the purchase of the property or to file with or obtain from the court an order of immediate occupancy in order to take immediate possession and use of the real property or interest in the real property for the purposes set forth above.

4. Staff and legal counsel are further authorized to complete all necessary actions and steps which are conditions precedent to the initiation of the condemnation action.

DATED this 1st day of May, 2012.

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder

EXHIBIT A

Parcel 1:

A portion of the property owned by Steven Shroeder and Ryan Cooper identified as serial number 27:011:0038 on the records of the Utah County Recorder, and more particularly described as follows:

BEGINNING AT A POINT WHICH IS LOCATED S00°18'06"E ALONG THE SECTION LINE 553.24 FEET AND EAST 1325.67 FEET FROM THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S89°58'19"E 1291.62 FEET; THENCE S55°34'45"E 110.58 FEET; THENCE N89°59'38"W 1382.21 FEET; THENCE N00°34'13"W 62.99 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1.925 ACRES

Parcel 2:

A portion of the property owned by Coombs Real Estate, L.C. identified as serial number 27:011:0041 on the records of the Utah County Recorder, and more particularly described as follows:

BEGINNING AT A POINT WHICH IS LOCATED S00°18'06"E ALONG THE SECTION LINE 493.67 FEET AND EAST 1325.38 FEET FROM THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S89°58'19"E 1205.24 FEET; THENCE S55°34'45"E 105.47 FEET; THENCE N89°58'19"W 1291.64 FEET; THENCE N00°34'42"W 59.58 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1.707 ACRES



REDEVELOPMENT AGENCY MEETING

PUBLIC NOTICE is hereby given that the Redevelopment Agency of Spanish Fork, Utah, will hold a public meeting in the City Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on May 1, 2012**.

AGENDA ITEMS:

1. CALL TO ORDER:

2. 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 Redevelopment Agency Meeting – [June 21, 2011](#)

3. NEW BUSINESS:

- a. FY 2013 Tentative RDA Budget

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 executive meeting for any of the purposes identified in that Chapter.

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

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**Tentative Minutes
Redevelopment Agency Meeting
June 21, 2011**

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

Staff Present: Junior Baker, City Attorney; Dave Oyler, City Manager; Seth Perrins, Assistant
City Manager; Dave Anderson, Community Development Director; Chris Thompson, Public Works
Director; Dale Robinson, Parks & Recreation Director; Dee Rosenbaum, Public Safety Director;
Kent Clark City Recorder/Finance Director; Angie Warner, Deputy Recorder

Citizens Present: David M. Peterson, Aaron D. Cloward, Calvin Youd, Jeff Nelson, David
Ahrens, Mark Ahrens, Lana Creer Harris, Cary Hanks, Dana Robinson, Mila Ryder, Steve
Broadbent, Andy Perkins, Matt Nelson, Cortten Hudson, Donald W. Meyer, Colton
Malherbe, Robert Carter, Jack Lundell, Susan Barber.

ADJOURN TO RDA MEETING

Councilman Davis made a **Motion** to adjourn out of City Council Meeting and into Redevelopment
Agency Meeting.

Councilman Dart **Seconded** and the motion **Passed** all in favor at 6:48 p.m.

CONSENT ITEMS

- a. Minutes of Spanish Fork City Redevelopment Agency Meeting – May 17, 2010

Councilman Davis made a **Motion** to approve the consent items.

Councilman Dart **Seconded** and the motion **Passed** all in favor.

Councilman Dart made a **Motion** to move into public hearing to discuss the FY 2011
Redevelopment Agency Budget Revision Adoption.

Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:49 p.m.

PUBLIC HEARING:

Kent Clark presented the FY 2011 Redevelopment Agency Budget Revision.

Mayor Andersen welcomed any public comment.

No Public Comment

Councilman Davis made a **Motion** to move out of public hearing.

Councilman Dart **Seconded** and the motion **Passed** all in favor at 6:49 p.m.

NEW BUSINESS

FY 2012 Redevelopment Agency Budget Adoption

Kent Clark presented the FY 2012 Redevelopment Agency Budget. Mr. Clark said that there are
three active Redevelopment Agency Areas that are collecting tax increments.

Councilman Dart made a **Motion** to **approve** the FY 2012 Redevelopment Agency Budget.

Councilman Davis **Seconded** and the motion **Passed** all in favor.

Councilman Dart made a **Motion** to adjourn back to City Council meeting.

1 Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:52 p.m.

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3 **ADJOURN:**

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5 **ADOPTED:**

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Angie Warner, Deputy Recorder

DRAFT