



AMENDED SPECIAL 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 June 26, 2012.**

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. 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 – June 19, 2012
- b. * Swenson Real Estate Purchase Agreement

5. PUBLIC HEARING:

- a. FY 2012 Budget Revision #2

6. NEW BUSINESS:

- a. FY 2012 Budget Revision #2 Approval
- b. Fireworks Restrictions

7. CLOSED SESSION:

- a. Property Purchase

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
June 19, 2012

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

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; Dale Robinson, Parks & Recreation Director; Kent Clark City Recorder/Finance Director; Angie Warner, Deputy Recorder; Lieutenant Carl Johnston; Lieutenant Steve Adams.

Citizens Present: H. Douglas Pearson, Cary Hanks, Marla Adams, Steve Adams, Carl Johnston, Warren Johnson, Jim Theriault.

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.

PUBLIC COMMENTS:

Doug Pearson spoke of Jack Swenson and recommended to the City Council to name the new sports park after Jack Swenson.

Mayor Andersen thanked Mr. Pearson for his comments. Council and staff will take Mr. Pearson's request under advisement.

Recognition from the VFW

Warren Johnson & Jim Theriault from the VFW presented Lieutenant Carl Johnston the Veterans of Foreign Wars National Law Enforcement Award for 2011. Mr. Theriault read the details of the award.

Mr. Johnson & Mr. Theriault presented Lieutenant Steve Adams the Veterans of Foreign Wars National Law Enforcement Award for 2012. Mr. Theriault read the details of the award.

Mayor Andersen thanked the VFW for their presentation. Mayor Andersen congratulated and thanked Lt. Johnston and Lt. Adams.

COUNCIL COMMENTS:

Councilman Dart had Cary Hanks with the Chamber of Commerce speak on the Economic Summit event that was held last week.

Cary Hanks said the event had excellent speakers including Mayor Andersen. Guests had the opportunity to listen to Sophia DiCaro from the state. Ms. Hanks thanked all those that came and participated.

47 Councilman Davis recognized Michelle Mackay, a resident from Spanish Fork for winning two
48 NCAA track titles. Councilman Davis commented on the fire that occurred last week and
49 thanked the fire department for their quick response.

50

51 Councilman Gordon reminded the citizen that the Flag Retirement Ceremony is coming up, so get
52 your flags and bring them to the City Office or the Parks & Recreation Office.

53

54 Mayor Andersen read the Mayoral Proclamation for Jack Swenson Day for June 20, 2012.

55 Mayor Andersen invited everyone to the ballpark tomorrow night at 6:00 for a party in honor of
56 Jack Swenson.

57

58 CONSENT ITEMS:

- 59 a. Minutes of Spanish Fork City Council Meeting – June 5, 2012
- 60 b. UDOT Cooperative Agreement for Pedestrian Crossing at Arrowhead Trail & Main Street
- 61 c. 1000 North, Main Street to 200 East Road Widening –Amsource Agreement
- 62 d. Tenedor Fill Agreement
- 63 e. Mutual Release Contract with Cartegraph
- 64 f. Interlocal Agreement with Salem for Legal Services
- 65 g. HA5 Slurry Agreement with Salem

66

67 Councilman Dart made a **Motion** to **approve** the consent items.

68 Councilman Gordon **Seconded** and the motion **Passed** all in favor.

69

70 PUBLIC HEARING:

71 **Transportation Element of the General Plan, Capital Facilities Plan Update**

72 Chris Thompson reviewed the following projects:

- 73 Widening of 1000 North from Main Street to 200 East
- 74 Widening of Cut Bridge and installation of a new a signal
- 75 Maple Mountain Parkway
- 76 Connector road parallel to I-15, from Spanish Fork to Provo
- 77 Adjusting the offset intersection at 2550 East & 2600 East Canyon Road

78

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

80 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 6:40 p.m.

81

82 Mayor Andersen welcomed any public comment.

83

84 There was none.

85

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

87 Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:41 p.m.

88

89 Councilman Davis made a **Motion** to **approve** the Transportation Element of the General Plan,
90 Capital Facilities Plan Update.

91 Councilman Gordon **Seconded** and the motion **Passed** all in favor.

92

93 NEW BUSINESS:

94 **Resolution #12-05 Authorizing the Purchase or the Initiation & Filing of a Condemnation Action**
95 **to Exercise the Power of Eminent Domain in Order to Acquire Property for a Street & Right-of-**

96 **Way Purposes as part of the Spanish Fork City Transportation System.**
97 Junior Baker said one of the property owners has agreed to sell that is located in the 2700 North
98 1100 East area. But the property owner does not agree with the appraisal. Mr. Baker is
99 optimistic that the City will not have to use condemnation but would like to have this approved to
100 work with the issue.

101
102 Councilman Dart made a **Motion to approve** the Resolution #12-05 Authorizing the Purchase or
103 the Initiation & Filing of a Condemnation Action to Exercise the Power of Eminent Domain in
104 Order to Acquire Property for a Street & Right-of-Way Purposes as part of the Spanish Fork City
105 Transportation System.

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

107
108 **Fairgrounds Rodeo Arena Change Orders**

109 Dale Robinson presented a few change orders at the fairgrounds. The seat number stickers,
110 electrical installation and announcer stand redesign are some the changes. Staff recommends
111 City Council approve the change order for Great Western Park & Playground in the amount of
112 \$7,846 and the change order for Hales Construction in the amount of \$37,379.29.

113
114 Councilman Davis made a **Motion to approve** the contract change order with Great Western Park
115 & Playground in the amount of \$7,846 and Hales Construction in the amount \$37,379.29
116 Councilman Gordon **Seconded** and the motion **Passed** all in favor.

117
118 **FY 2013 Budget Approval**

119 Kent Clark said tonight is the adoption of the 2013 City budget for \$65 million. Mr. Clark
120 highlighted some the changes. Mr. Clark presented information about the Certified Tax Rate for
121 Property Tax, for the Calendar year of 2012. The rate will be set at 0.001221. The rate will
122 generate \$ 1,482,392 in Property Tax Revenue.

123
124 Councilman Davis made a **Motion to approve** the FY 2013 Budget.

125 Councilman Gordon **Seconded** and the motion **Passed** all in favor.

126
127 **ADJOURN TO REDEVELOPMENT AGENCY**

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

130 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:06 p.m.

131
132 Councilman Davis made a **Motion** to adjourn Redevelopment Agency meeting and reconvene
133 back to City Council meeting.

134 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 7:10 p.m.

135
136 **ADJOURN:**

137 Councilman Dart made a **Motion to adjourn** to Closed Session to discuss property purchase.
138 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:11 p.m.

139
140 **ADOPTED:**

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142

Angie Warner, Deputy Recorder



Memo

To: Mayor & City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: June 22, 2012
Re: Real Estate Purchase Agreement with Swenson Properties LLC for Canyon Crossing Right of Way

Staff Report

This agreement is to purchase right of way for the proposed Canyon Crossing arterial that connects US 6 to 2700 North. The payment amount is based upon a certified appraisal. We therefore recommend that the city council approve this real estate purchase agreement with Swenson Properties LLC for the amount of \$37,635.

Attached: agreement, exhibit



REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City) and Swenson Properties, L.L.C. (Swenson), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. Swenson owns a parcel 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 on the north line of that real property described in Deed Entry No. 83544:2009 located $S0^{\circ}18'18''E$ along the Section Line 281.18 feet and West 284.30 feet from the East 1/4 Corner of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian (Basis of bearing: $S0^{\circ}18'06''E$ along the Section Line from the Northeast Corner to the East 1/4 Corner of Section 18, T8S, R3E, SLB&M); thence $S82^{\circ}12'55''W$ 44.31 feet; thence $N1^{\circ}00'00''W$ 430.36 feet; thence $S87^{\circ}30'00''E$ 44.08 feet; thence $S1^{\circ}00'00''E$ 422.43 feet to the point of beginning.

Contains: ± 0.43 Acres

2. City is desirous of purchasing the Property upon the terms and conditions set forth herein.
3. City will pay the sum of \$37,625.00 for the Property. The full purchase price is due at closing. Each party shall be responsible for their own closing costs.
4. The City will also meet the following obligations:
 - a. Make sure all fields adjacent to the road are irrigable when the construction is completed.
 - b. Ensure that construction does not interrupt irrigating.
 - c. Fence the entire right of way to ensure that livestock cannot escape.

- d. Fencing shall be done prior to the commencement of construction.
5. The closing will take place on or before July 31, 2012. Possession shall be transferred at the time of closing.
6. 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.
7. 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.
8. City has heretofore investigated the property and determined that it is suitable for its purposes. City therefore accepts the property "as is."
9. Swenson warrants and represents as follows:
 - A. That no person or entity claiming under, by, or through Swenson 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. Swenson 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. Swenson, 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.

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 ____ day of June, 2012.

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, Recorder

SWENSON PROPERTIES, L.L.C. by:


MARY CAROL SWENSON, Member

SPANISH FORK PROPERTY MAP



1 Inch = 400 Feet

Legend

-  Schwartz
-  Swenson
-  Spanish Fork 16

Print date:
4/26/2012



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