



CITY COUNCIL AGENDA

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

- a. **Agenda Request** – Spanish Fork Salem Area Chamber of Commerce – Present Scarecrow Contest Winner

3. COUNCIL COMMENTS:

4. SPANISH FORK 101: Chris Thompson, Powerhouse Road Diversion

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 – October 16, 2012
- b. * UDOT Cooperative Agreement for Signals & Cul-de-sac Work at 400 South, 800/820 East Canyon Road
- c. * Amended Incentive Agreement with Costco and the Redevelopment Agency
- d. * Spanish Fork South & Salem Canal Powerhouse Road Diversion Agreement
- e. * 200 East Center Street to 900 North Water Main Replacement Project Change Order #1

6. NEW BUSINESS:

- a. * Ordinance #16-12 Updating the Municipal Code to Comply with Changes in the State Code Concerning Alcohol Sales To Minors
- b. * Freeway Landscape Enhancement Proposal
- c. * Amendment to the Land & Water Fund Agreement

7. * ADJOURN TO REDEVELOPMENT AGENCY:

8. CLOSED SESSION:

- a. Litigation

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
October 16, 2012

Elected Officials Present: Mayor G. Wayne Andersen, Councilmembers Steve Leifson, Rod Dart, Keir A. Scoubes, Richard Davis, 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; Kent Clark City Recorder/Finance Director; Steve Adams, Public Safety Director; Angie Warner, Deputy Recorder.

Citizens Present: Robert Judd, Jaxon Judd, Troy Lunceford, Bryce Lunceford, Brad Tanner, John Futch, Randi Miller, Garrett Mackay, Cary Hanks, Cary Robarge.

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:

Agenda Request – Brent Hansen

This item was removed from the agenda.

Cary Hanks & Cary Robarge with the Spanish Fork Salem Area Chamber of Commerce reminded the public of the scarecrow contest. Ms. Hanks asked everyone to visit the Chamber of Commerce website to vote for the best scarecrow. Ms. Hanks announced Trick-or-Treat on Main Street is October 27th from 1pm-3pm and it goes from Center to 400 North. Mr. Robarge invited everyone to the Costco grand opening and the ribbon cutting on October 25th at 7:30am.

COUNCIL COMMENTS:

Councilman Gordon thanked all that participated in Agent Nic Ivie's funeral last week.

Councilman Davis said the Fiesta Day's committee met and appointed the new vice chair's, Lamont and Chris Leavitt. The chair's are Randy and Carla Tuckett and the past chair's are Lew and Diane Woolford.

Councilman Leifson thanked staff for the hard work in the removal process of the Main Street planters. Councilman Leifson also thanked those involved with Agent Ivie's funeral.

Councilman Scoubes said he will be attending the solid waste board meeting tomorrow to discuss the budget.

Mayor Andersen commented on how neat it was to see all the support for the funeral. They had people attend from all over the country. Mayor Andersen said he attended the ribbon cutting for the Main Street interchange completion last Friday.

SPANISH FORK 101: - Kent Clark, Elections

49 Mr. Clark gave a presentation on the 2012 Election information including: registering, early voting
50 and polling locations.

51

52 **CONSENT ITEMS:**

53 a. Minutes of Spanish Fork City Council Meeting – October 2, 2012; January 13 & 14, 2012

54 b. Old Mill Capital Connector's Agreement

55

56 Councilman Leifson made a **Motion** to **approve** the consent items.

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

58

59 **PUBLIC HEARING:**

60 **Ordinance #09-12 Vacating 400 South Street at Approximately 800 East**

61 Chris Thompson said UDOT came to the City a while ago proposing a traffic signal at Canyon
62 Road and 800/820 East. This would entail closing 400 South and turning it into a cul-de-sac.

63 The City has spoken with the property owners about the landscaping. UDOT and the City have
64 an agreement for UDOT to pay \$9,000 to assist with the construction of the cul-de-sac. UDOT
65 will also pay and construct the intersection and traffic signal.

66

67 Councilman Gordon made a **Motion** to move into Public Hearing.

68 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 6:32 p.m.

69

70 John Futch is one of the property owners in the intersection of these streets. Mr. Futch came to
71 the last meeting that this item was discussed. His request and requirements are still the same.

72 He is willing to take care of it but he cannot afford to change his driveway and put in the
73 landscaping. The City would have to fund and complete the construction and landscaping for the
74 cul-de-sac and new driveway, if not it will stay as dirt.

75

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

77 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 6:34 p.m.

78

79 Mr. Thompson said the City would fund and construct the cul-de-sac and the moving of Mr.
80 Futch's driveway.

81

82 Mr. Thompson clarified that this approval tonight is for the closure of 400 South only. Later, staff
83 will start to work out the rest of the details.

84

85 Mr. Oyler asked if UDOT is doing the project regardless if the City constructs the cul-de-sac or
86 not.

87

88 Mr. Thompson said yes.

89

90 Councilman Dart made a **Motion** to **approve** the Ordinance #09-12 Vacating 400 South Street at
91 Approximately 800 East.

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

93

94 **NEW BUSINESS:**

95 **Ordinance #15-12 Amending the Business License & Home Occupation Regulations**

96 Dave Anderson presented the proposed changes to Title 5.

97 • Uniform fee of \$40.00 for all businesses in the City to renew their business license.

- 98
- 99
- 100
- 101
- 102
- 103
- 104
- Each unique business in the community would need a license.
 - Change the late fee to a flat fee of \$15.00.
 - If a business relocates, they will need a new inspection.
 - Change the deadline to renew to January 15th.
 - Relating to daycares and preschools, change the amount to a maximum of 11 patrons at a time.

105 Councilman Davis asked to clarify the deadline for renewal. The change is for 15th instead of the
106 30th of January.

107

108 Mr. Anderson said staff believes this condensed time frame will actually reduce late renewals.

109

110 Councilman Gordon asked to clarify the change to the number of patrons at a time for daycares.
111 Is that for home occupations or commercial?

112

113 Mr. Anderson clarified just home occupations.

114

115 Councilman Leifson made a **Motion** to **approve** the Ordinance #15-12 Amending the Business
116 License & Home Occupation Regulations.

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

118

119 **ADJOURN:**

120 Councilman Dart made a **Motion** to **adjourn** to Closed Session for Potential Litigation.

121 Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:55 p.m.

122

123 **ADOPTED:**

124

125

Angie Warner, Deputy Recorder



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: October 24, 2012
Re: UDOT Cooperative Agreement for Signals and Cul-de-sac Work at 400 South, 800 East and 820 East Canyon Road

Staff Report

UDOT has proposed that they construct a signal at 800 and 820 East Canyon Road. With this proposal they give the city an option to upgrade the signal poles, at city expense, with black powder coating. The city chosen this option on the past several signals primarily for aesthetic reasons but also for quality. The cost to do this upgrade is \$4,886.70.

UDOT also is proposing to participate with the city to cul-de-sac 400 South at Canyon Road. This was made possible by the public hearing and action of the city council to vacate 400 South on October 16, 2012. UDOT is offering \$9,000 toward the estimated cost of \$32,315 to this work. This cost estimate only includes the realignment of the driveway and landscaping for the house on the south corner of 400 South Canyon Road. We will contact and pursue a similar proposal with neighbor to the east of this house and bring any options there to the council.

We recommend that the city council approve this cooperative agreement with UDOT for signals and cul-de-sac work at 400 South, 800 East and 820 East Canyon Road.

Attached: agreement, estimate



S-0198(17)13, Utah County
Authority No. 90454; Pin 10617
Signal at SR-198 & 820 East,
Spanish Fork
SPANISH FORK CITY
Federal ID No. 846000284

COOPERATIVE AGREEMENT

This **COOPERATIVE AGREEMENT**, made and entered into this _____ day of _____, 2012, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**", and **SPANISH FORK CITY**, a Municipal Corporation of the State of Utah, hereinafter referred to as the "**CITY**",

RECITALS:

WHEREAS, the **UDOT** is engaged in preparing plans, specifications and estimates of costs toward construction of a traffic signal located at the intersection of SR-198 and 820 East in Spanish Fork, the project is identified as S-0198(17)13, Signal at SR-198 & 820 East, Utah County, Utah. Said construction necessitates the installation of a electrical power source; and

WHEREAS, in order to improve traffic operations at the intersection, the **CITY** agrees to close the 400 South leg at the intersection of SR-198 by means of creating a cul-de-sac. The closure of 400 South is the **CITY's** preferred traffic control method rather than the installation of a raised median along SR-198; and

WHEREAS, **UDOT** agrees to participate in the cost of closing 400 South at SR-198; and

WHEREAS, the **CITY** desires to have the State Furnished signal poles powder coated in black color; and

WHEREAS, **UDOT** requires a connection to the **CITY's** electrical system to power the signal; and

This **AGREEMENT** is made to set out the terms and conditions where under said work shall be performed.

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

1. **UDOT** agrees to reimburse the **CITY** the amount estimated to install a raised median along SR-198 at the 400 South leg of the intersection. This amount is \$9,000.00. The **CITY** agrees to use this money toward the cost of the closure of the 400 South & SR-198 intersection and relocation of private driveways adjacent to the proposed signalized intersection.

S-0198(17)13, Utah County
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Signal at SR-198 & 820 East,
Spanish Fork
SPANISH FORK CITY
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2. The **CITY** shall pay \$4886.70 to **UDOT** for the signal pole powder.

3. **UDOT** shall pay the **CITY** 100% of the actual costs incurred by the **CITY** for performing the work covered relating to the new power source for said traffic signal. An estimate of the cost and drawing of said work was furnished by the **CITY** to **UDOT** under date of 9/17/2012 in the amount of \$3,661.75, a copy of the details of said estimates are marked “**EXHIBIT A**”, and attached hereto and thereby made a part hereof. The estimate is based upon the prices of materials and labor current as of the date of said estimate. The estimate does not account for increases due to unknown and unforeseen hardships in accomplishing the work.

REIMBURSEMENT TO CITY BREAKDOWN:

400 South closure	\$9,000.00
Powder coating	<u>-\$4,886.70</u>
	\$4,113.30

Power source	\$3,661.75
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(\$4,113.30 + \$3,661.75 = \$7,775.05)

TOTAL ESTIMATED COST TO UDOT IS \$7,775.05

4. The **CITY** shall perform the closure of 400 South and relocation of said driveways with their own forces, at no additional cost or liability to **UDOT**.

5. In the event there are changes in the scope of the work, extra work, or changes in the planned work covered by this agreement, a modification to this agreement in the form of a supplemental agreement, signed by representatives of the parties hereto, is required prior to the start of work on said changes.

6. The **CITY**, while engaged in the relocation of their facilities, shall comply with **UDOT**'s “Standard Specifications for Road and Bridge Construction” Section 0135, 1.9, Discovery of Historical, Archeological or Paleontological Objects.

7. The **CITY** is required to mark all underground facilities with approved markers and to keep on file “as constructed plans” of all their work covered herein pursuant to pages 5-4 and 5-13 of **UDOT**'s “MANUAL FOR THE ACCOMMODATION OF UTILITIES AND THE CONTROL AND PROTECTION OF STATE HIGHWAY RIGHTS OF WAY” for future reference.

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8. Should the **CITY** remove or damage any of **UDOT's** survey control stakes or bench markers during their construction activities then said stakes or markers shall be reestablished by **UDOT** at **CITY's** expense.

9. The **CITY** shall submit itemized bills covering their actual costs incurred for performing the work covered herein bearing the project number together with supporting sheets and/or one final and complete billing of all actual costs incurred within one (1) year of the last time a **CITY** employee charges time to the **CITY** job number associated with the project to **UDOT's** Office of Construction, PO Box 148220, Salt Lake City, Utah 84114-8220, Attention: Contracts, Estimates and Agreements Supervisor, otherwise previous payments to the **CITY** may be considered final, except as agreed to between the parties hereto in advance. The Resident Engineer will review said billings and give verification of the work performed. **UDOT** will reimburse the **CITY** within sixty (60) days after receipt of said billings but only for items complying fully with the provisions of 23 CODE OF FEDERAL REGULATIONS, Part 645, Subpart A, Utility Relocations, Adjustments and Reimbursement. Failure on the part of the **CITY** to submit said billings within said one (1) year time limit will result in **UDOT's** disallowance of that portion of work performed by the **CITY**. Any work performed without proper notification to the Resident Engineer will be cited to the **CITY** and deducted from the total cost.

10. If **CITY's** actual costs incurred for their force account work differs more than 10% per line item from amount contained herein then **CITY** is required to submit a letter of explanation with their billings indicating why and how said difference in costs occurred. **CITY** is required to itemize their billings of completed work to match their detailed estimates contained herein.

11. Reimbursable costs for work performed under the provisions of this agreement shall be developed in accordance with 23 CODE OF FEDERAL REGULATIONS, Part 645, Subpart A. See 645.113 and 645.117.

12. **UDOT** shall have the right to audit all cost records and accounts of the **CITY** pertaining to this project in accordance with the auditing procedure of the Federal Highway Administration and 23 CODE OF FEDERAL REGULATIONS, Part 645, Subpart A, Utility Relocations, Adjustments and Reimbursement. Should this audit disclose that the **CITY** has been underpaid, the **CITY** will be reimbursed by **UDOT** upon submission of additional billing to cover the underpayment. Should this audit disclose that the **CITY** has been overpaid, the **CITY** will reimburse **UDOT** in the amount of the overpayment. For purpose of audit the **CITY** is required to keep and maintain its records of work covered herein for a minimum of three (3) years after final payment is received by the **CITY** from **UDOT**.

13. If, as a result of force majeure, a party hereto is wholly or partially unable to meet its obligations under this agreement, other than for payment of monies due, said party shall give the other party hereto 72 hours notice of such situation describing it in reasonable detail. Thereupon, the party giving the notice shall

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be released from its obligations under this agreement, to the extent that the force majeure affects such obligations during the continuance of the force majeure. The party having the force majeure shall attempt to rectify said force majeure as quickly as possible, but if rectification would require it to settle a strike against its will and after consideration and rejection of all other possible alternatives available to the **CITY**, the parties hereto shall negotiate an acceptable solution. The term "force majeure" means any cause or condition which is not reasonably within the control of the party claiming the suspension.

S-0198(17)13, Utah County
Authority No. 90454; Pin 10617
Signal at SR-198 & 820 East,
Spanish Fork
SPANISH FORK CITY
Federal ID No. 846000284

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

ATTEST:

SPANISH FORK CITY, a municipal corporation in the State of Utah

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Region Three Utility Coordinator
Date: _____

By: _____
Region Three Director
Date: _____

By: _____
Contract Administrator
Date: _____

SPANISH FORK POWER

Hook-Up Fee

Submitter : Tom Cooper
Location : 800/820 East Canyon Road
Contractor/Developer : UDOT
Attn : Josh Glazier
 658 North 1500 West
 Oren, Utah 84507

Reference :
 2012030

BillingDate : 9/17/2012

Phone : (801)222-3412

Fax : (801)227-8056

Item	Unit	Description	Size/Length	Price	Qty	Subtotal
1	5	Single Phase Light Riser Pole		\$1,136.77	1	\$1,136.77
2	T03-00	10 KVA 7200/12470GNDY 1 PH. TRANSFORMER		\$1,015.30	1	\$1,015.30

743641	743640	743642	Subtotal	Handling 743641	Total : \$2,367.28
\$1,435.61	\$476.46	\$240.00	\$2,152.07	\$215.21	

BOND CALCULATION WHEN APPLICABLE=

EXHIBIT A

Josh Glazier - 820 East

From: "Tom Cooper" <tcooper@spanishfork.org>
To: "Josh Glazier" <joshglazier@utah.gov>
Date: 9/17/2012 2:53 PM
Subject: 820 East
CC: "Tammy Williams" <twilliams@spanishfork.org>, "Chris Thompson" <cthompso...>
Attachments: 820 East UDOT Hookup Fees.pdf

Here are the electrical hook-up fees. The metering and impact fees will be an additional \$1294.47 to the total of the attached invoice. Please contact Chris for any questions regarding billing agreements. If you need anything else please let me know.

Tom Cooper
Electric Utility Planner
Spanish Fork City
2160 North 175 East
Spanish Fork, Utah 84660
Office & Fax: (801)804-4430
tcooper@spanishfork.org
www.spanishfork.org

SPANISH FORK CITY
400 South Canyon Rd Cul de Sac
Engineers Estimate
July 20, 2012

Item No	DESCRIPTION	QTY	UNIT	UNIT PRICE (MATERIAL & LABOR)	TOTAL
1	Clearing & Grubbing	1	LS	\$5,000	\$5,000.00
2	3" HMA (3" AC-20 and 8" Roadbase)	3600	SF	\$1.65	\$5,940.00
3	City Standard Curb & Gutter (24" Curb and 8" Roadbase)	200	LF	\$12.50	\$2,500.00
4	5' Concrete Sidewalk (5" Concrete and 6" Roadbase)	100	LF	\$22.00	\$2,200.00
5	5" Concrete Driveway (5" Concrete and 6" Roadbase)	1600	SF	\$4.25	\$6,800.00
6	6' Chainlink Fence	120	SF	\$18.00	\$2,160.00
7	Landscape Restoration	1	LS	\$3,500.00	\$3,500.00
Total					\$28,100.00
15% Contingency					\$4,215.00
GRAND TOTAL:					\$32,315.00



MEMO

To: Mayor and Council
From: S. Junior Baker
Date: 31 October 2012
Re: Costco RDA Contract

On the City Council agenda, for November 6, is an item to approve a contract with Costco and the RDA for incentives. We have become aware of a state statute in a little used (by us) title of the Code which prohibits municipalities from using sales tax receipts as a source of incentive funding. However, the Code is also specific that RDAs, in community development areas may use sales tax revenues as a funding source. This contract removes the sales tax obligation from the City and places it on the RDA. It also does not refer to sales tax funds, but funds of equivalent value.

This contract complements the contract on the RDA agenda. That contract obligates the City to pay the RDA, from the general fund account, \$1,025,000 to allow the RDA to make incentive contracts with companies which bring the potential for great economic growth to the City. That just happens to be the amount we have agreed to pay Costco from sales tax revenues generated by them.



AMENDED AND RESTATED
ECONOMIC INCENTIVE AGREEMENT

1. **Identification and Parties.** This Amended and Restated Economic Incentive Agreement (“**Agreement**”), dated for reference purposes as of March 5, 2012 is made by and between:

1.1 Spanish Fork City, a Utah municipal corporation (the “**City**”); and

1.2 The Spanish Fork City Redevelopment Agency, a political subdivision of the City, created under the authority of the Utah Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act (the “**RDA**”);

1.3 Costco Wholesale Corporation, a Washington corporation (“**Costco**”).

2. **Recitals.**

2.1 Costco is the owner of that certain parcel of unimproved land located at the intersection of 200 East Street and 1000 North Street in Spanish Fork, Utah, containing approximately **13.24 acres**, legally described on **Exhibit A** attached to this Agreement and shown on the sketch attached to this Agreement as **Exhibit B** (the “**Property**”).

2.2 The Property is located within a community development project area (the “**CDA**”) as created by the RDA pursuant Utah Code Ann. §17C-4-101 et seq.

2.3 Costco intends to develop, construct, and operate on the Property, in accordance with Costco’s requirements, a wholesale and retail general merchandise facility, which facility also may include, without limitation, a pharmacy, tire sales and installation center, liquor sales (in accordance with applicable state regulations), a vehicle fueling facility, a car wash, photo processing, butcher, deli and bakery services, optometry services, related office space, related parking, and other improvements (collectively, the “**Project**”).

2.4 As a primary inducement for Costco to develop, construct, and operate the Project on the Property, and in order to encourage additional retail development in the City, and to increase the tax base of the City, and to stimulate the economy of the City, the RDA and City have agreed to provide Costco with a number of economic incentives, as more particularly described herein.

2.5 The City has conducted a study as required by Utah Code Ann. Section 10-8-2(3), and determined that the net value to the City of this Project is greater than the appropriations made as economic incentives to cause the Project to happen.

3. **Agreement.** NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City, RDA, and Costco agree as follows:

3.1 **Recitals.** The foregoing recitals are true and correct, and are incorporated herein by this reference.

3.2 **Fee Waiver.** The City will waive the following City-assessed fees charged in connection with Costco's development, construction, and operation of the Project on the Property: plan application fees, plan check fees, building permit fees, connection charges or fees, and impact fees imposed on the Project by the City.

3.3 **RDA Payments.** For the first eighteen (18) months of Costco's operation of the Project on the Property, commencing on the first day of the month following the date the Project opens for business to the public, and continuing for the eighteen (18) consecutive calendar months thereafter, the RDA will pay to Costco a sum equivalent to the portion of sales taxes generated by the Project, and received by the City, for such 18-month period as follows: (a) payments from the RDA to Costco shall be made quarterly, after the third, sixth, ninth, twelfth, fifteenth, and eighteenth months of Project operations on the Property; (b) such payments shall be in an amount equal to the aggregate amount of sales tax remitted by the State of Utah to the City for the applicable three-month period; (c) such payments shall be made within ninety (90) days after the end of the applicable three-month period, and shall be accompanied by reasonable written evidence of how the payment amount was calculated; and (d) payments not made within such 90-day period shall accrue interest at the lesser of (i) five percent (5%) per annum in excess of the Prime Rate (as hereinafter defined), or (ii) the highest lawful rate permitted in the jurisdiction where the Project is located, from the end of such 90-day period until paid in full; provided, however, that in no event shall the RDA be obligated to pay more than **US\$1,025,000.00** (in the aggregate) to Costco during such 18-month period. The "**Prime Rate**" shall be the prime or reference rate of interest announced as such from time to time by Bank of America, N.A. or its successor for short-term, uninsured loans to its most creditworthy borrowers. If there shall be no such announced rate of such bank or its successor, then the Prime Rate instead shall be the equivalent rate that is charged from time to time by another major money-center bank operating in the United States chosen by Costco. For example, if the Project opens to the public on November 15, 2012, then the sales tax equivalent payments from the RDA to Costco shall be made no later than May 31, 2013 (for months December, January, and February), August 31, 2013 (for months March, April, and May), November 30, 2013 (for months June, July, and August), February 28, 2014 (for months September, October, and November), May 31, 2014 (for months December, January, and February), and August 31, 2014 (for months March, April, and May).

3.4 **Free Utilities.** For the first four years of Costco's operation of the Project on the Property, commencing with the date the Project opens for business to the public, and continuing until the fourth anniversary of such opening date, the City will

provide the following City-owned utilities: electric power, culinary water, sanitary sewer, storm sewer, and pressure irrigation, at no cost to Costco.

3.5 Grading/Fill Work Reimbursement. No later than the date the Project opens for business to the public, the City shall pay to Costco the sum of **US\$225,000.00** as partial reimbursement for the grading/fill work performed on the site by the City in the fall of 2011, and paid for by Costco.

4. Miscellaneous.

4.1 Entire Agreement; No Oral Modifications. This Agreement and the exhibits hereto constitute the final and complete agreement, and supersede all prior correspondence, memoranda or agreements between the parties relating to the subject matter hereof, including (without limitation) the Economic Incentive Agreement dated for reference purposes as of December 20, 2011 between the City and Costco. This Agreement cannot be changed or modified other than by a written agreement executed by all parties.

4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Utah.

4.3 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

4.4 Construction. The City, RDA, and Costco acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement (including the exhibits) or any amendments thereto, and the same shall be construed neither for nor against the City, RDA, or Costco, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

4.5 Computation of Time. If the time for performance of any provision of this Agreement ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. (Mountain time) on the next day which is not a Saturday, Sunday or federal, state or legal holiday.

4.6 Attorneys' Fees. In the event that either party to this Agreement brings an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief or for an alleged breach or default of this Agreement, or in any other action arising out of this Agreement or the transactions contemplated by this Agreement, the predominantly prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and any court costs incurred in such action or

Execution Version

proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

4.7 Facsimile/Email Signature; Counterparts. This Agreement may be executed and delivered by facsimile or email (PDF) signature, and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Rest of page intentionally left blank – signatures appear on the following pages.]

AMENDED AND RESTATED ECONOMIC INCENTIVE AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement is executed by the parties, intending to be legally bound.

CITY: **SPANISH FORK CITY**

By: _____
Name: G. Wayne Andersen
Title: Mayor

STATE OF UTAH
COUNTY OF UTAH

| ss.

I certify that I know or have satisfactory evidence that **G. Wayne Andersen** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **Mayor** of Spanish Fork City, to be its free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2012.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Utah,
residing at _____

My appointment expires _____

AMENDED AND RESTATED ECONOMIC INCENTIVE AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement is executed by the parties, intending to be legally bound.

CITY: **SPANISH FORK CITY REDEVELOPMENT AGENCY**

By: _____
Name: G. Wayne Andersen
Title: Chairman

STATE OF UTAH
COUNTY OF UTAH

| ss.

I certify that I know or have satisfactory evidence that **G. Wayne Andersen** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **Chairman** of Spanish Fork City Redevelopment Agency, to be its free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2012.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Utah,
residing at _____

My appointment expires _____

AMENDED AND RESTATED ECONOMIC INCENTIVE AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement is executed by the parties, intending to be legally bound.

COSTCO:

COSTCO WHOLESALE CORPORATION

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON

COUNTY OF KING

|
ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of Costco Wholesale Corporation, to be its free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2012.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

EXHIBIT A
TO
ECONOMIC INCENTIVE AGREEMENT

Description of the Property

LOTS 1 AND 3, NORTH PARK SUBDIVISION - PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER

EXHIBIT B
TO
ECONOMIC INCENTIVE AGREEMENT

Sketch of the Property

- See the one page following this page.

PROJECT DATA

NO.

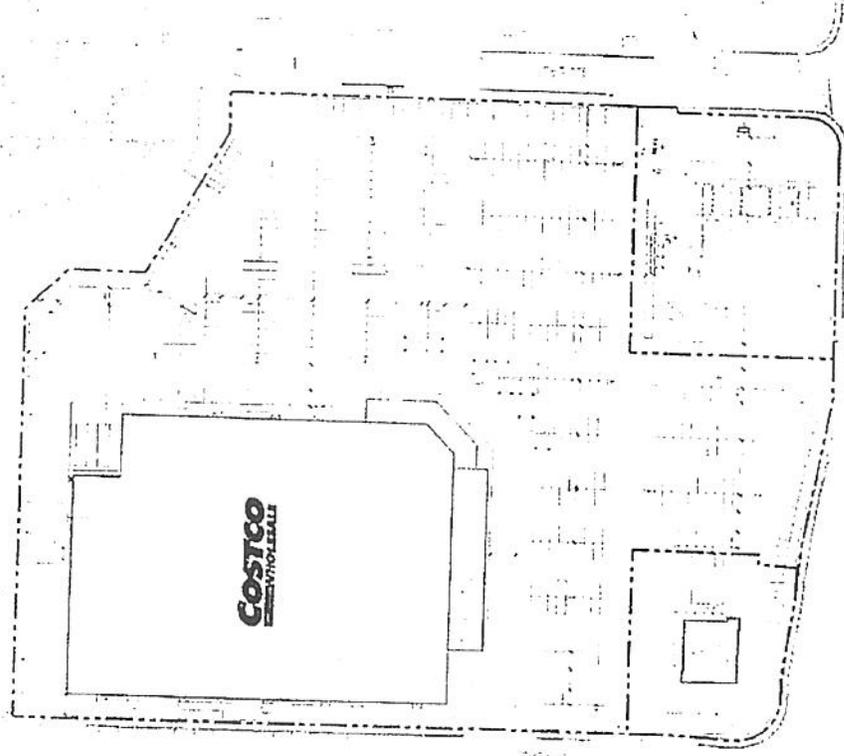
DATE

BY

REVISIONS

NO.

DATE



COSTCO WHOLESALE
 SPANISH FORK, UTAH

CONCEPT SITE PLAN

SEPTEMBER 7, 2011



PROJECT NO. 11-0001
 SHEET NO. 01 OF 01

DD1-1-01



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: October 30, 2012
Re: Agreement with Spanish Fork South Irrigation Company and The Salem Irrigation and Canal Company for the Powerhouse Road Diversion

Staff Report

The city is anxious to have a point of diversion at the tail race of the upper power plant on Powerhouse Road. The diversion would allow the city to gravity feed all city owned river water into the pressurized irrigation pond at the golf course. This agreement is to allow that diversion on the Spanish Fork South and Salem Canal Company canal. In return for this diversion, the city will maintain the canal along Powerhouse Road and allow for flows when needed by the irrigation companies.

We recommend that the city council approve this agreement with the Spanish Fork South Irrigation Company and The Salem Irrigation and Canal Company for the diversion at Powerhouse Road.

Attached: agreement



CONTRACT

COME NOW SPANISH FORK CITY, (City), SPANISH FORK SOUTH IRRIGATION COMPANY, (Southfield), and THE SALEM IRRIGATION AND CANAL COMPANY (Salem Canal) and hereby contract, covenant, and agree as follows:

1. Spanish Fork City will repair and rebuild a culvert/pipeline across Powerhouse Road which will connect the Southfield/Salem Canal Ditch to a diversion structure which will allow City to take water through its golf course, and which culvert/pipeline will tie into the tail end of the Bureau of Reclamation hydroelectric generation facility discharge point on Powerhouse Road. Each of the parties hereto will be allowed to use the culvert/pipeline for delivery of water.
2. Southfield and Salem Canal agree to allow City to deliver water through the Dripping Rock/Powerhouse Road Ditch and pipelines. Southfield and Salem Canal will have priority to deliver water through the Dripping Rock/Powerhouse Road Ditch and pipelines to points downstream.
3. City agrees to maintain the ditch along Powerhouse Road for the benefit of itself plus Southfield and Salem Canal.
4. Should City need to file a change application for any of its water to the Powerhouse Road point of diversion, Southfield or Salem Canal will cooperate and approve any such change, as long as its ability to meet its water delivery obligations are not compromised.
5. This document represents the entire agreement between the parties. And all prior agreements, understanding, or promises are merged herein and superceded hereby, as it relates to this subject matter.

6. This agreement may only be modified by a written amendment executed by all of the parties hereto.
7. Each party has faithfully negotiated the terms of this agreement at arms length and therefore this agreement shall not be construed strictly against any of the parties.

DATED this _____ day of October, 2012.

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, Recorder

SPANISH FORK SOUTH IRRIGATION COMPANY by:

NEIL L. ANDERSON, President

Attest:

GREG PRICE, Secretary

THE SALEM IRRIGATION AND CANAL COMPANY by:

BARTEL MORTENSON, President

Attest:

APRIL ALVEY, Secretary



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: November 1, 2012
Re: Change Order 01, 200 East Center Street to 900 North Water Main Replacement Project

Staff Report

In construction we learned that our existing water main was actually on the south side of 400 North. This change order is to connect to that water main and stub out for the future water main. 400 North is a UDOT road so there is some additional permitting and cost to do this work.

We recommend that the city council approve this change order in the amount of \$9,682.96 with Newman Construction. There currently are enough funds available for this change order in the existing water main replacement budget.

Attached: change order



Spanish Fork City

Contract Change Order

Change Order Number: 1

Contract for	200 East Waterline 2012	Date	10/31/2012
Owner	Spanish Fork City		
To	Newman Const		

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
Two 8" Water Valves, 8" Cross, Reducer, Sleeve and Plug	\$2,437.01	
Two 12" Butterfly Water Valves @ \$1,346.68 Each		\$2,693.36
One 12" by 8" Cross @ \$1,209.31, One 12" Sleeve @ \$234.35, One 12" Cap @ \$122.94		\$1,566.60
Three 12" by 8" Reducer @ \$238.11 Each		\$714.33
Two 8" 45 Deg Bends @ 275.34 Each - Installed @ 450.00 Each		\$1,450.68
Eight 12" x 8" Megalugs @ \$109.74 Each - Four 8" Megalugs @ \$53.88 Each		\$1,093.44
Construction and placement of waterline and parts, Water shut off and flaggers		\$4,601.56
TOTALS :	\$2,437.01	\$12,119.97
NET CHANGE IN CONTRACT PRICE :		\$9,682.96

JUSTIFICATION

Some unforeseen problems arose when we crossed 400 North. The existing waterline was located on the opposite side of the road than was planned. We redesigned the waterline for the future installment of a 12" water main in 400 North

The amount of the contract will be decreased by the sum of : Nine Thousand Six Hundred Eighty Two and 96/100 Dollars
Dollars \$9,682.96

The contract total including this and previous change orders will be : Five Hundred Thirty Seven Thousand Six Hundred Ninety Two
and 96/100 Dollars Dollars \$537,692.96

This document will become a supplement to the contract and all provisions will apply herein.

Recommended: _____
Engineering Division Manager

Date: _____

Approved: _____
Public Works Director

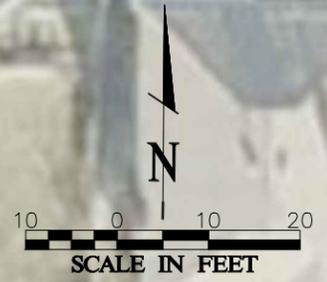
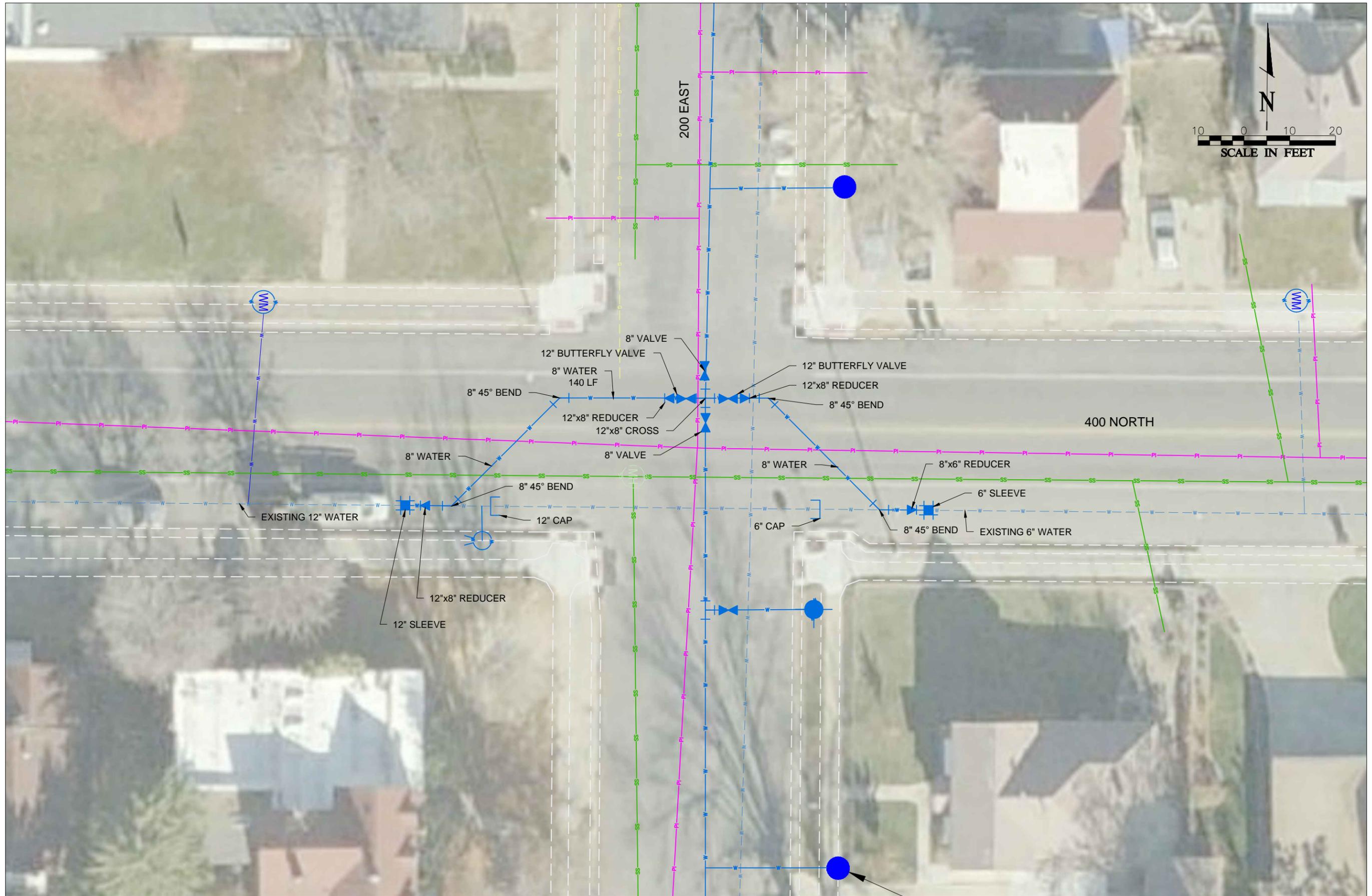
Date: _____

Approved: _____
Mayor

Date: _____

Accepted: _____
Contractor

Date: _____



SPANISH FORK CITY
 ENGINEERING & SURVEYING
 40 SOUTH MAIN STREET
 SPANISH FORK, UTAH 84660
 (801) 804-4550



200 EAST
200 EAST - 400 NORTH INTERSECTION
WATERLINE 2012

DRAWN:	JLR	REVISION	BY	DATE
DESIGN:	LCS			
CHECK:	LCS			
DATE:				10/10/2012

SCALE: 1"=20'
 DRAWING #: W1

ORDINANCE NO. 16-12

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. SCOUBES <i>Council member</i>		

I MOVE this ordinance be adopted:

I SECOND the foregoing motion:

ORDINANCE No. 16-12

AN ORDINANCE UPDATING THE MUNICIPAL CODE TO COMPLY WITH CHANGES IN THE STATE CODE CONCERNING ALCOHOL SALES TO MINORS

WHEREAS, Spanish Fork City has adopted an ordinance regulating beer sales within the City in compliance with the Utah Alcohol Beverage Control Act; and

WHEREAS, the state code has recently changed, setting forth the penalties for sales of alcohol to minors by off premise beer retailers; and

WHEREAS, prior to the change in the state code, local jurisdictions had the discretion to establish their own penalties; and

WHEREAS, the penalties imposed by Spanish Fork City vary somewhat from the penalties now imposed by the state;

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

I.

Spanish Fork City Municipal Code Section 5.12.060 is hereby amended as follows:

5.12.060 Revocation-Hearing Examiner.

A. [no change]

B. [no change]

C. Except for cases involving sales of alcohol to underage persons by offsite beer retailers, the Hearing Examiner, or City Council, shall follow the following criteria when holding revocation hearings:

1. The City license shall be revoked if the State license has been revoked.
2. The permit holder shall receive a warning for a first violation of this Chapter or of the Alcoholic Beverage Control Act.
3. The permit holder shall have the permit revoked for a period of up to six months if the violation is a second violation within two years of the first violation and shall be subject to a civil penalty of up to \$250.00.
4. The permit holder shall have the permit revoked indefinitely if the violation is a third violation within two years of two prior violations and shall be subject to a civil penalty of up to \$500.00. The permit holder will not be allowed to reapply for a permit for a period of time up to one year as designated by the Hearing Examiner or City Council.

The City is not required to grant a permit upon reapplication.

D. In cases of sales of alcohol to underage persons by offsite beer retailers, the Hearing Examiner, or City Council, shall follow the requirements set forth in Utah Code Ann. §32B-7-302(3).

E. For purposes of revoking a permit, the permit holder is responsible for the acts of its employees, agents, or others acting under the permit issued.

II.

This ordinance shall be effective twenty (20) days after passage and publication.

DATED this 6th day of November, 2012.

G. WAYNE ANDERSEN, Mayor

Attest:

Kent R. Clark, City Recorder



Staff Report to City Council

Agenda Date:	November 6, 2012
Staff Contacts:	Dale Robinson, Bart Morrill
Reviewed By:	Dave Oyler, Dave Anderson, Chris Thompson
Subject:	Freeway Landscaping Proposal

Background Discussion:

This is a topic that we have discussed since January and now that UDOT is finishing their work we would like to move forward with completing the landscaping on the freeway off and on ramps. The areas that we have selected to enhance are those most visible. This is the main thoroughfare in and out of our city and it is important that these areas are nicely manicured. As you will recall UDOT provided the funding to complete the landscaping of area 1 indicated on the attached layout. We are proposing to put a nice city sign in that area to welcome people to our city (see inset on the layout). An estimated cost breakdown for each of these areas has been attached. The areas that we are proposing to do are outlined in red. All of the areas that say seed mix are where UDOT has planted their standard wild grass mix. We are recommending that the detention pond be made into a nice wetlands area. With this nice new interchange it is important that we get this right and give people a great first impression of our city.

Recommendation:

Staff recommends that the council approve all of the proposed landscaping improvements to enhance the new freeway ramp areas and pursue funding through the RDA.

Attachments:

Project estimates and conceptual design.

Spanish Fork I-15/Mainstreet Interchange

I-15 and Main Street - Area 1 (Monument Entry Sign)				
	<i>Units</i>	<i>Quantity</i>	<i>UDOT Unit Price</i>	<i>Cost</i>
Option 1 - With Lights	EA	1	\$30,000.00	\$30,000.00
Option 2 - Without Lights	EA	1	\$20,000.00	\$20,000.00
Total				\$30,000.00

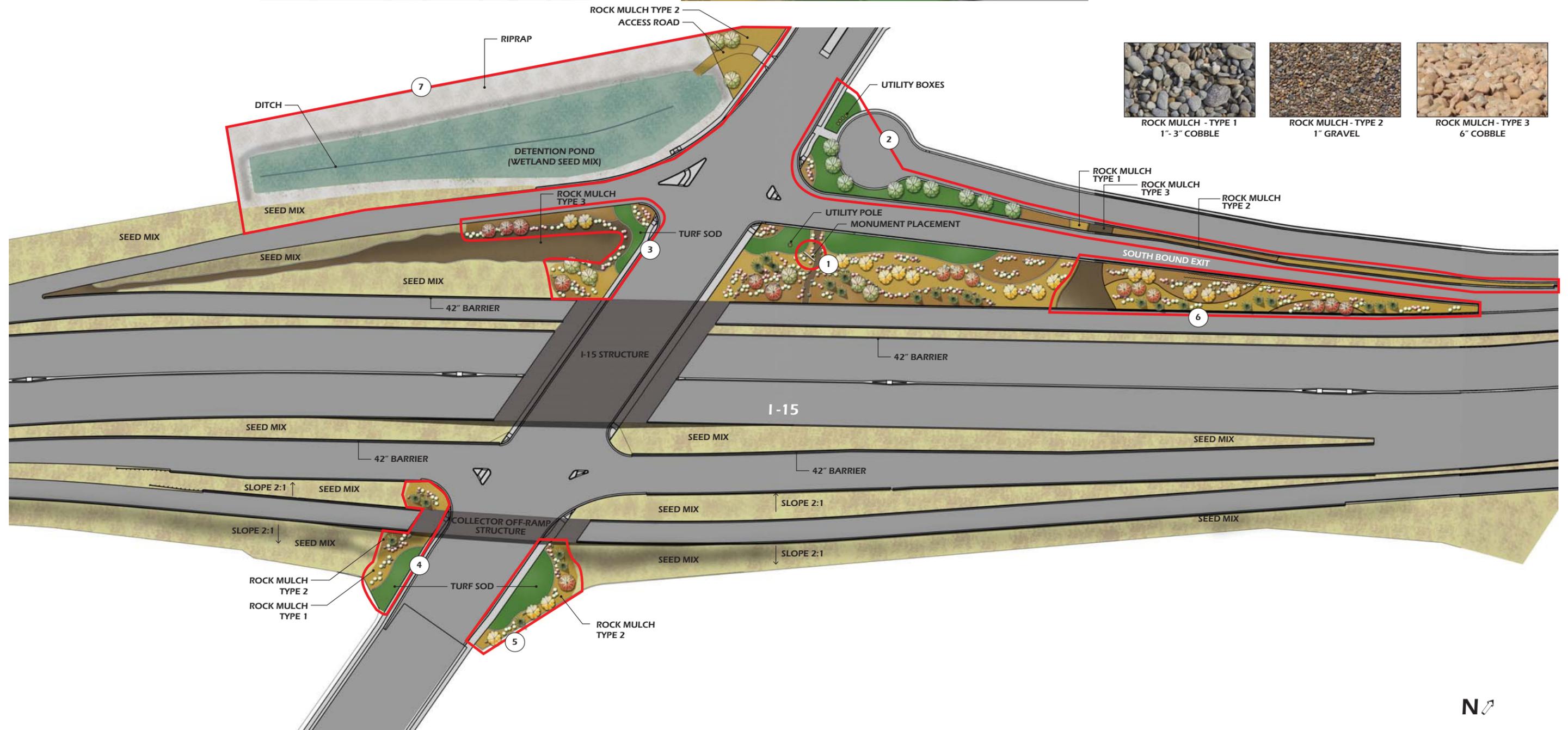
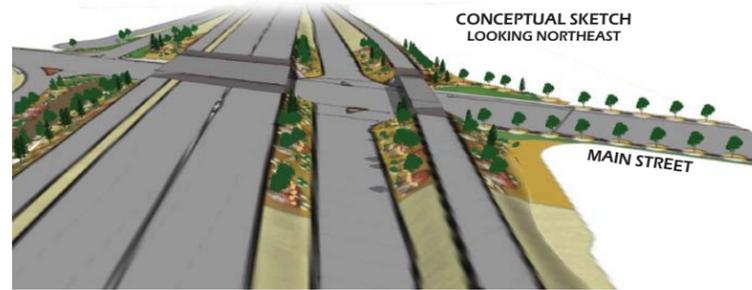
I-15 and Main Street - Area 2				
	<i>Units</i>	<i>Quantity</i>	<i>UDOT Unit Price</i>	<i>Cost</i>
Boulders	EA	5	\$200.00	\$1,000.00
Shrubs	EA	11	\$12.00	\$132.00
Deciduous Trees	EA	9	\$200.00	\$1,800.00
Rock Mulch - Type 1 (1-3" Cobble)	CY	35	\$53.25	\$1,863.75
Rock Mulch - Type 2 (1" Gravel)	CY	15	\$45.00	\$675.00
Rock Mulch - Type 3 (6" Cobble)	CY	7	\$45.00	\$292.50
6" Concrete Mow Strip	LF	86	\$3.00	\$258.00
Irrigation System	LUMP	1	\$7,000.00	\$7,000.00
Turf Sod	SF	9,178	\$0.60	\$5,506.80
Weed Fabric	SY	198	\$2.45	\$485.10
Topsoil	SY	970.0	\$3.42	\$3,317.40
Total				\$22,330.55

I-15 and Main Street - Area 3				
	<i>Units</i>	<i>Quantity</i>	<i>UDOT Unit Price</i>	<i>Cost</i>
Boulders	EA	14	\$200.00	\$2,800.00
Shrubs	EA	73	\$12.00	\$876.00
Deciduous Tree	EA	8	\$200.00	\$1,600.00
Rock Mulch - Type 1 (1-3" Cobble)	CY	40	\$53.25	\$2,130.00
Rock Mulch - Type 2 (1" Gravel)	CY	26	\$45.00	\$1,170.00
Rock Mulch - Type 3 (6" Cobble)	CY	19	\$45.00	\$855.00
6" Concrete Mow Strip	LF	207	\$3.00	\$621.00
Irrigation System	Lump	1	\$8,000.00	\$8,000.00
Turf Sod	SF	1,676	\$0.60	\$1,005.60
Weed Fabric	SY	901	\$2.45	\$2,207.45
Topsoil	SY	186.0	\$3.42	\$636.12
Total				\$21,901.17

I-15 and Main Street - Area 4				
	<i>Units</i>	<i>Quantity</i>	<i>UDOT Unit Price</i>	<i>Cost</i>
Boulders	EA	16	\$200.00	\$3,200.00
Shrubs	EA	24	\$12.00	\$288.00
Evergreen Trees	EA	3	\$200.00	\$600.00
6" Concrete Mow Strip	LF	71	\$3.00	\$213.00
Irrigation System	Lump	1	\$4,000.00	\$4,000.00
Rock Mulch - Type 1 (1-3" Cobble)	CY	48	\$53.25	\$2,556.00
Rock Mulch - Type 2 (1" Gravel)	CY	8	\$45.00	\$360.00
Weed Fabric	SY	662	\$2.45	\$1,621.90
Turf Sod	SF	2,239	\$0.60	\$1,343.40
Topsoil	SY	248.0	\$3.42	\$848.16
Total				\$15,030.46

I-15 and Main Street - Area 5				
	<i>Units</i>	<i>Quantity</i>	<i>UDOT Unit Price</i>	<i>Cost</i>
Boulders	EA	13	\$200.00	\$2,600.00
Shrubs	EA	37	\$12.00	\$444.00
Deciduous Trees	EA	4	\$200.00	\$800.00
Evergreen Trees	EA	3	\$200.00	\$600.00
Rock Mulch - Type 2 (1" Gravel)	CY	46	\$45.00	\$2,047.50
6" Concrete Mow Strip	LF	174	\$3.00	\$522.00
Irrigation System	Lump	1	\$6,000.00	\$6,000.00
Turf Sod	SF	3,766	\$0.60	\$2,259.60
Weed Fabric	SY	543	\$2.45	\$1,330.35
Topsoil	SY	418.0	\$3.42	\$1,429.56
Total				\$18,033.01
I-15 and Main Street - Area 6				
	<i>Units</i>	<i>Quantity</i>	<i>UDOT Unit Price</i>	<i>Cost</i>
Boulders	EA	60	\$200.00	\$12,000.00
Shrubs	EA	90	\$12.00	\$1,080.00
Deciduous Trees	EA	11	\$200.00	\$2,200.00
Evergreen Trees	EA	9	\$200.00	\$1,800.00
Rock Mulch - Type 1 (1-3" Cobble)	CY	106	\$53.25	\$5,644.50
Rock Mulch - Type 2 (1" Gravel)	CY	69	\$45.00	\$3,105.00
Rock Mulch - Type 3 (6" Cobble)	CY	67	\$45.00	\$3,015.00
6" Concrete Mow Strip	LF	462	\$3.00	\$1,386.00
Irrigation System	Lump	1	\$10,000.00	\$10,000.00
Weed Fabric	SY	2,509	\$2.45	\$6,147.05
Total				\$46,377.55
I-15 and Main Street - Area 7				
	<i>Units</i>	<i>Quantity</i>	<i>UDOT Unit Price</i>	<i>Cost</i>
Deciduous Trees	EA	3	\$200.00	\$600.00
Rock Mulch - Type 2 (1" Gravel)	CY	59	\$45.00	\$2,655.00
Irrigation System	Lump	1	\$2,000.00	\$2,000.00
Wetland Seed Mix	SF	55782	\$0.18	\$10,040.76
Seed Mix	SF	8029	\$0.12	\$963.48
Total				\$16,259.24
Total For Areas				\$169,931.98
Other Items				
Mobilization	Lump	1	\$10,000.00	\$10,000.00
Traffic Control	Lump	1	\$10,000.00	\$10,000.00
Design	Lump	1	\$6,600.00	\$6,600.00
Total				\$26,600.00
Grand Total				\$196,531.98

Spanish Fork City Main Street/I-15 Interchange





TO: Honorable Mayor, Esteemed City Council

FROM: Dave Anderson, Community and Economic Development Director

DATE: November 6, 2012

RE: Amendment to Land and Water Conservation Fund Agreement

Accompanying this memorandum is a proposed Amendment to a Land and Water Conservation Fund Agreement and a map that identifies the properties that the agreement addresses.

The proposed Agreement would be between Spanish Fork City and the State of Utah and would replace an existing agreement between those same parties. This Agreement would perform two main functions. First, the Agreement would remove an encumbrance that currently exists on 33.712 City-owned acres located at the mouth of Spanish Fork Canyon. Second, the Agreement designates a total of 34.212 acres on four different sites in the City as park space. Per this Agreement, the 34.212 acres being designated as park space must be open to the public for recreational purposes in perpetuity.

Staff has been working with Utah State Parks and the National Parks Service for the past two years to get the necessary approvals to have this Agreement in place. It is our belief that the currently-encumbered 33.712 acres are not the best park space that is available and that this site can be better used for other purposes. Likewise, staff believes the other sites are well situated to be used as parks.

Please feel free to contact me with any questions.

Attachments: proposed Amendment to Land and Water Conservation Fund Agreement
map of proposed conversion sites



**AMENDMENT TO L&WCF AGREEMENT
BETWEEN STATE OF UTAH AND PARTICIPANT**

THIS AMENDMENT to State Agreement No. 49-00367 is hereby made and agreed upon this _____ day of _____, 2012. The State of Utah acting through the Director of the Division of Parks and Recreation, and by Spanish Fork City (Participant), pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and Participant mutually agree that said agreement is amended as follows:

The city of Spanish Fork is converting 33.7 acres of land at the Gravel Pit in accordance with section 6(f)(3) of the Land and Water Conservation Fund Act. Replacement shall be 4 parcels of land: Urban Forest (River Front) 14.9 acres, Legacy East 8 acres, Legacy West 5.4 acres, and River Trailhead (East River) 6.1 acres of land as shown on the attached boundary maps. Assurance is hereby given that the replacement property is of equal fair market value and recreation utility.

In all other respects the agreement to which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this amendment as of the date entered above.

Spanish Fork City
Participant

STATE OF UTAH
Division of Parks and Recreation


Authorized Signature

Fred Hayes, Director



Title

Spanish Fork River Trailhead



1 inch = 113 Feet

Legend

-  Spanish Fork River
-  Spanish Fork River Trailhead
-  City Boundary

Print Date: 6/29/2012



GEOGRAPHIC INFORMATION SYSTEMS

Spanish Fork City GIS
40 South Main Street
Spanish Fork, UT 84660
Administrator : (801) 804-4571
Interns: (801) 804-4570

Disclaimer: Spanish Fork City makes no warranty with respect to the accuracy, completeness, or usefulness of these maps. Spanish Fork City assumes no liability for damages, actual or consequential, resulting from the use or misuse of these maps or any of the information contained herein. Portions may be copied for incidental uses, but may not be resold.

6F Boundary Map - River Trailhead Park
Project No. 49-00305-K Conversion
T. 8 S., R. 3 E., Sec 30, SLB&M

Date: 7/12/12
ASLO Signature: 

Spanish Fork River Trailhead
Acres: 6.1
Sq. Feet: 265528.8



6F Boundary Map - Legacy West Park
 Project No. 49-00305-K Conversion
 T. 8 S., R. 3 E., Sec 17, SLB&M

Date: 7/14/12
 ASLO Signature: 



**NPS Park
 Conversion
 6F Boundary
 Map
 Legacy West**



1 Inch = 400 Feet

- Legend**
-  Legacy Park
 -  Legacy East
 -  Legacy West
 -  6F Boundary
 -  Road
 -  Field
 -  Forest
 -  Water
 -  Utility
 -  Other

Print Date: 6/15/2012

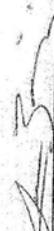


Geographic Information Systems
 Spanish Fork City GIS
 40 South Main St
 Spanish Fork, UT 84660
 (801) 804-4571 (Administration)
 (801) 804-4570 (Internal)

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Map: G:\Spanish Fork\Information\Planning\2012\6F\6F_Boundary_Map_2012_06-15.mxd

6F Boundary Map - Urban Forest Park
 Project No. 49-00305-K Conversion
 T. 8 S., R. 3 E., Sec 27, SLB&M

Date: 7/12/12
 ASLO Signature: 



Urban Forest



1 inch = 250 Feet

Legend

 Urban Forest

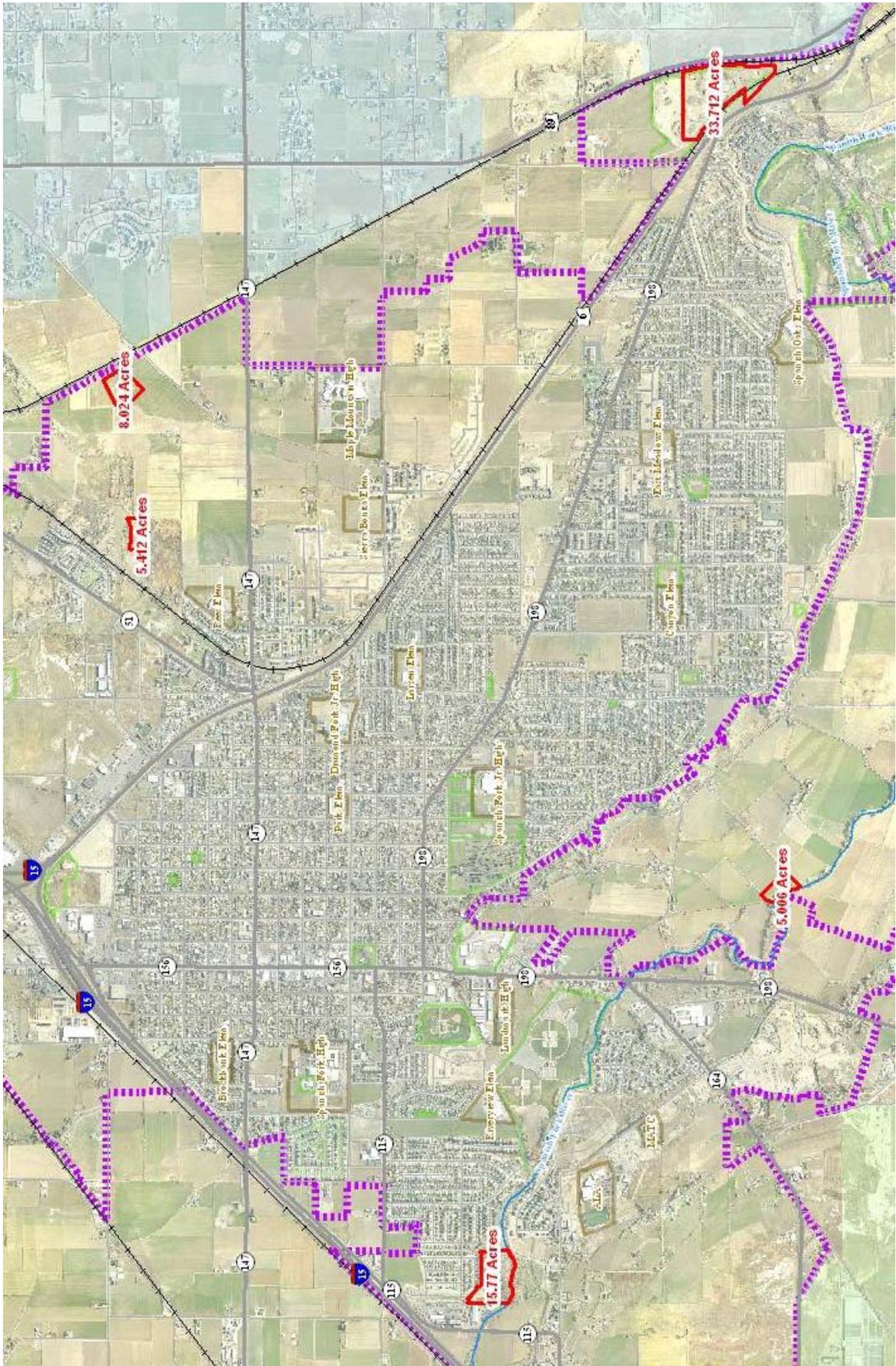
Print Date: 6/29/2012



GEOGRAPHIC INFORMATION SYSTEMS

Spanish Fork City GIS
 40 South Main Street
 Spanish Fork, UT 84660
 Administrator : (801) 804-4571
 Interns: (801) 804-4570

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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 November 6, 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 19, 2012](#)

3. NEW BUSINESS:

- a. * [Incentive Funding Agreement](#)

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.

**Tentative Minutes
Redevelopment Agency Meeting
June 19, 2012**

Elected Officials Present: Mayor G. Wayne Andersen, Councilman Rod Dart, Richard M. Davis, Brandon B. Gordon. Absent: Steve Leifson, 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; Kent Clark City Recorder/Finance Director; Angie Warner, Deputy Recorder

Citizens Present: H. Douglas Pearson, Cary Hanks, Marla Adams, Steve Adams, Carl 'Pig' Johnston.

ADJOURN TO RDA MEETING

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

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

CONSENT ITEMS

- a. Minutes of Spanish Fork City Redevelopment Agency Meeting – June 5, 2012

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

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

NEW BUSINESS

FY 2013 Redevelopment Agency Budget

Kent Clark presented the RDA budget with one change to the Canyon Crossing development. There will be \$1.3 million used from the Kirby Lane RDA to construct the road in the Canyon Crossing development.

Councilman Dart made a **Motion** to approve the FY 2013 Redevelopment Agency Budget.

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

ADJOURN:

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

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

ADOPTED:

Angie Warner, Deputy Recorder

INCENTIVE FUNDING AGREEMENT

This Incentive Funding Agreement is entered into on this 6th day of November, 2012, by and between THE REDEVELOPMENT AGENCY OF SPANISH FORK CITY, (hereinafter "RDA"), and SPANISH FORK CITY (hereinafter "City").

RECITALS

WHEREAS, Tenedor, LLC is a commercial developer who is developing a commercial project in Spanish Fork City which will attract national retail stores which will add great strength to the local economy; and

WHEREAS, City has created a Community Development Area to be administered by RDA to assist Developer with development of the Project Area; and

WHEREAS, since a Community Development Area has no property tax increment monies available, funding will need to come from City; and

WHEREAS, RDA will need funding from City in order to offer incentives to businesses which will add benefit to the local economy; and

WHEREAS, in order to facilitate the development of the Project Area, City is willing to invest funds into the CDA.

AGREEMENT

NOW THEREFORE, the parties hereunto agree as follows:

1. **SOURCE OF FUNDING.** City will provide to RDA, from its general fund, a total of \$1,025,000.00 in order to provide incentive funding to various business enterprises which will greatly enhance City's economic base.
2. **TIMING OF FUNDING.** City will provide the funding provided for in the preceding paragraph over 18 months from January 1, 2013, in increments as requested by RDA to meet its commitments.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written.

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder

**REDEVELOPMENT AGENCY OF SPANISH
FORK** by:

G. WAYNE ANDERSEN, Chair

Attest:

David Oyler, Executive Director

ACKNOWLEDGMENT

STATE OF)
 :ss.
COUNTY OF)

On this ____ day of _____, 2007, before me personally appeared JEFFREY K. WOODBURY and O. RANDALL WOODBURY, to me personally known to be the Vice President and Secretary of WOODBURY CORPORATION, the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Notary Public

ACKNOWLEDGMENT

STATE OF)
 :ss.
COUNTY OF)

On this ____ day of _____, 2007, before me personally appeared RICHARD L.K. MENDENHALL, to me personally known to be the Manager of TENEDOR LLC, the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.

Notary Public

ACKNOWLEDGMENT

STATE OF UTAH)
):ss
County of Utah)

On this _____ day of _____, 2007, before me, a Notary Public in and said County and State, personally appeared _____, _____ of Spanish Fork, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public