



## AMENDED CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on January 15, 2013.**

### AGENDA ITEMS:

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

- a. Pledge, led by invitation
- b. Employee of the 3<sup>rd</sup> Quarter 2012
- c. Military Exercise Support – Utah National Guard

#### 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: Community Alert Tool – Seth Perrins

#### 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 – [December 18, 2012](#)
- b. \* [UDOT Cooperative Agreement, Main Street Arrowhead Trail Pedestrian Crossing](#)
- c. \* [UDOT Cooperative Agreement, 400 North Attenuator Reimbursement](#)
- d. \* [Addendum to Armstrong Consultants Engineering Contract for the Airport](#)
- e. \* [East Bench Agreement for Powerhouse Road Diversion](#)
- f. \* [City Vehicle Use 1.38.040 – Added Language](#)

#### 6. NEW BUSINESS:

- a. \* [Amended Preliminary Plat and Development Agreement Approval for Maple Mountain Subdivision](#)
- b. \* [Proposed Preliminary Plat for the Canyon Creek Subdivision](#)

#### 7. PUBLIC HEARING:

- a. FY13 Budget Revision

#### 8. CLOSE SESSION:

Potential Litigation

### ADJOURN:

\* Supporting documentation is available on the City's website [www.spanishfork.org](http://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](http://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.

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**Tentative Minutes**  
**Spanish Fork City Council Meeting**  
**December 18, 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; Dale Robinson, Parks & Recreation Director; Kent Clark City Recorder/Finance Director; Steve Adams, Public Safety Director; Angie Warner, Deputy Recorder.

Citizens Present: Tom Worthen, Dave Neilson, Sharon Drakes, Sterling Nielsen, Cary Robarge, Mike Mendenhall, Cary Hanks, Bennett Gordon, Paul Nuffer, Robert Pagnani, Kam Valgardson.

**CALL TO ORDER, PLEDGE, RECOGNITION:**

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

Bennett Gordon led in the pledge of allegiance.

**PUBLIC COMMENTS:**

Robert Pagnani the Chairman from the Utah Elks Association said the new Veteran's Hospital that is being built in Payson needs funds. The Association will put on a fund raiser at the Ponderosa at the Spanish Fork Fairgrounds. They will have food & music and all the money raised will go to the Veteran's Hospital.

Paul Nuffer said that he is representing 69 petitioners in the Spanish Fields area regarding the noise issue at Wasatch Pallet. The business recently added an evening/night shift and it is causing duress for the residents. The noise is within the decibel requirement for the City Code but they are hoping for a solution that works for both parties. Mr. Nuffer suggested soundproofing their facility.

Dave Neilson owner of Wasatch Pallet said that on the petition presented, there are things that are not factual or true. Mr. Nielsen gave a quick history of the facility and it is zoned industrial. Spanish Fork Police Officers have tested the decibel level many times at all times of the day and night. Not once have they gone over the 55 decibel requirement and in the past two weeks they actually lowered the number. Mr. Neilson said with time, temperature and funds they will try to make changes to their facility.

Kam Valgardson with Iron Town Homes, thanked the Spanish Fork City Community Development office for their fast acting in assisting with an inspection issue they recently had.

**COUNCIL COMMENTS:**

Councilman Gordon met with the Community Actions Board and they have received many donations but still need more. Councilman Gordon wished all a Merry Christmas.

Councilman Davis reviewed the status of the airport expansion construction. The Fiesta Days Committee has picked Donna Christensen Stevens as the Grand Marshal for 2013.

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Councilman Leifson wished everyone a Merry Christmas and Happy New Year.

Councilman Dart thanked all those that are being good neighbors and helping neighbors shovel the snow. Councilman Dart wished everyone a Merry Christmas and be safe.

Councilman Scoubes traveled to Japan for his work and was able to visit the tsunami areas. Councilman Scoubes highlighted some items discussed at the Solid Waste District Board.

Mayor Andersen said the Rodeo Committee attended the PRCA Convention. There, they contracted with the bullfighters, specialty act, etc. for the future Fiesta Days Rodeo. Also, Utah had 9 participants in the National Finals Rodeo and we were well represented.

**Agenda Request – Adam Terry, Waffle Truck**

Adam Terry, owner of the Waffle Love truck, said he drives all over Utah County selling their product. We have worked with Provo City and they have made some changes to allow us to park in their city. Mr. Terry is requesting changes so he is able to park in Spanish Fork.

Cary Robarge with the Chamber of Commerce said the waffle truck was brought to our attention. The Chamber took a survey on Friday and received 13% return from their members. The Chamber of Commerce is about business, the current city code doesn't address this request at all. The Chamber of Commerce is pro-business and pro-commerce, as long as they can get all the permits and licenses required.

Mayor Andersen asked Mr. Baker to start working on an ordinance.

**SPANISH FORK 101: Dave Anderson - CitizenServe**

Mr. Andersen presented the details of the new software program that will be available for the public to use.

**CONSENT ITEMS:**

- a. Minutes of Spanish Fork City Council Meeting – November 20, 2012
- b. Fiesta Days Carnival Contract with Midway West
- c. Wasatch Pallet Phasing Agreement Addendum
- d. Amend UDOT I-Core 200 East Overlay Agreement
- e. Mountain Land Collections Contract
- f. SWUA Powerhouse Road Diversion Agreement
- g. Police Mutual Aid Agreement for Utah County
- h. Project Engineering Consultants Contract Ratification –Freeway Landscaping Design
- i. Utah Local Governments Trust Contract

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

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

**PUBLIC HEARING:**

**Expressway Lane Zone Change**

95 Dave Anderson said this item is a house cleaning issue. This parcel for the Wendy's location is  
96 the last area that would need to be changed from Shopping Center to Commercial 2. The  
97 Development Review Committee & Planning Commission recommend approval.

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99 Councilman Leifson made a **Motion** to move into Public Hearing.  
100 Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:43 p.m.

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102 Mayor Andersen welcomed any public comment.

103  
104 There was none.

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106 Councilman Davis made a **Motion** to move out of Public Hearing.  
107 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 6:43 p.m.

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109 Councilman Gordon made a **Motion** to **approve** the Expressway Lane Zone Change.  
110 Councilman Leifson **Seconded** and the motion **Passed** all in favor with a roll call vote.

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112 **NEW BUSINESS:**  
113 **200 East Center Street to 900 North Water Replacement Project, Change Order #2, West**  
114 **Haven Fire Line & 200 East Center Street to 900 North Water Replacement Project, Change**  
115 **Order #3, Add 2 Blocks of Replacement**

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117 Dave Oyler said with change order #3 the pricing came in very low so the city was able to add  
118 more to the project. Also, with change order #2 since the construction will be at that location the  
119 City will add the fire line to the school and the school owner will reimburse the City later.

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121 Councilman Leifson made a **Motion** to **approve** the 200 East Center Street to 900 North Water  
122 Replacement Project, Change Order #2, West Haven Fire Line & 200 East Center Street to 900  
123 North Water Replacement Project, Change Order #3, Add 2 Blocks of Replacement.  
124 Councilman Davis **Seconded** and the motion **Passed** all in favor.

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126 **SFCN Rate Adjustments**

127 John Bowcut said every year the channel providers increase their rates so SFCN has to increase  
128 theirs as well. The City or SFCN do not make profit off of the rate increases. Mr. Bowcut  
129 presented the rate increases that will be effective February 1, 2013.

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<u>New Rate</u>	
\$12.94	Basic
\$50.49	Expanded Basic
\$62.29	Digital (Super) Basic
\$90.66	Full Package
\$92.45	Triple Play
\$10.00	HD Set Top Box
\$15.00	New Enhanced HD DVR

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139 Councilman Leifson made a **Motion** to **approve** the SFCN Rate Adjustments.  
140 Councilman Dart **Seconded** and the motion **Passed** all in favor.

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142 **ADJOURN:**  
143 Councilman Dart made a **Motion** to **adjourn**.  
144 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 7:11 p.m.

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146 ADOPTED:  
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Angie Warner, Deputy Recorder

DRSHEI



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: December 20, 2012  
Re: UDOT Cooperative Agreement, Main Street Arrowhead Trail Pedestrian Crossing

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## Staff Report

The city has worked with UDOT to approve a set of plans for a pedestrian crossing at Main Street and Arrowhead Trail. UDOT has also agreed to participate in the costs of the crossing up to \$4,000. It is anticipated that the city's cost of the project would be about \$35,000 funded primarily by grants. It will include an extension of the trail down Main Street to the south, pedestrian ramps and signals.

This agreement had been previously been approved by the city council but UDOT has requested a few additional terms to the agreement. First, they want to clarify that the city intends to construct an under the bridge trail way which will be the preferred route for pedestrians. This has always been our intention and we have in fact been awarded a grant to do so. Then second, they would like us to seek grant funding for the work. This of course has already been done and awarded so we are fine with that as well.

The agreement also obligates the city to post no parking signs along Main St which is needed for safety issues. We recommend that the city council approve this cooperative agreement with UDOT for the Main Street Arrowhead Trail Pedestrian Crossing.

Attached: agreement



**COOPERATIVE AGREEMENT**

This **COOPERATIVE AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, 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 **CITY** agrees that the majority of Spanish Fork River trail traffic crosses under the SR-198 roadway structure; and

**WHEREAS**, the **CITY** plans to create an at-grade 10' wide trail to bypass the SR-198 undercrossing in times of 'high water'; and

**WHEREAS**, the **CITY** desires to allow trail users to travel between the east side of SR-198 and the west side of SR-198 at-grade during times of 'high water' as part of the trail system connectivity; 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. The **CITY** will pay for all costs associated with the following: a) design and construction of a 6' wide sidewalk along the east side of SR-198 from the northeast "corner" to the southeast "corner" of the intersection, and b) pedestrian signal items for trail users to cross SR-198 across the south leg of the intersection.

2. The **UDOT** will reimburse the **CITY** for the **CITY's** actual costs incurred for the pedestrian signal items associated with crossing the south leg of the intersection, as listed in the attached Bid Schedule – Utah Department of Transportation, dated January 25, 2012. These costs are estimated to be \$3,879.12 and not to exceed \$4,000.00. The final amount of **UDOT's** reimbursement shall be determined upon completion of construction.

3. The **CITY** shall submit itemized bills covering the **CITY's** actual costs incurred for the traffic signal modifications to:

Utah Department of Transportation  
Attention: Larry Montoya  
Division of Traffic and Safety  
4501 South 2700 West  
Box 143200  
Salt Lake City, Utah 84119

4. 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.

5. Should the **CITY's** contractor or subcontractor(s) remove or damage any of **UDOT's** survey control stakes or bench markers during their construction activities, those stakes or markers shall be reestablished by **UDOT** at the contractor's or subcontractor's expense. Likewise, should the contractor or subcontractor(s) remove or damage any of **UDOT's** property not related to construction activities, the contractor or subcontractor shall reestablish or replace those items in kind at no cost to the **CITY** or **UDOT**, and to **UDOT's** satisfaction.

6. **CITY** further agrees to seek enhancement funding to be used to construct a pedestrian bridge that will convey pedestrian traffic to the north side of the Spanish Fork river, allowing the pedestrian traffic to cross under SR-198 at the location indicated **UDOT** agreement No. 118097

7. **CITY** further agrees to post and enforce 'NO PARKING' along SR-198 to prevent the establishment of a trail head parking area.

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UDOT CID No. 90442  
Cooperative Agreement for Pedestrian Signal Modifications  
SR-198 at SR-164  
**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: \_\_\_\_\_

**APPROVED AS TO FORM:**  
This Form Agreement has been previously Approved as to form by the office of Legal Counsel for the Utah Department of Transportation.

By: \_\_\_\_\_  
Contract Administrator  
Date: \_\_\_\_\_



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: December 20, 2012  
Re: 400 North Attenuator Reimbursement Agreement with UDOT

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## Staff Report

This past year it has come to our and UDOT's attention that some hazardous situations existed on 400 North with electric boxes and ditch diversions being closer to traffic lanes than UDOT standards allow. These hazards have all been resolved with the majority of the costs being the responsibility of the developer. UDOT and the city are, however, proposing to pay the cost of an attenuator that will be used for some time along that section of road.

The city would buy the attenuator and then seek reimbursement from UDOT. We recommend that the city council approve this agreement with UDOT for them to reimburse the city \$3,900 for half the cost of the attenuator.

Attached: agreement



**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 **CITY** has installed a crash attenuator near the intersection of 2040 East and SR-147 in Spanish Fork; and

**WHEREAS**, in **UDOT** agrees to partner in the cost of said attenuator; and

**WHEREAS**, **UDOT** will own and maintain said attenuator; and

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

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

1. **UDOT** agrees to reimburse the **CITY** in the amount of \$3,900 in the form of a **ONE TIME LUMP SUM PAYMENT OF \$3,900.00**.

2. The **CITY** agrees that **UDOT** will be the owner of the attenuator and shall move or relocate as necessary. **CITY** further agrees that **UDOT** shall remove and retain ownership of said attenuator should **UDOT** conclude that the attenuator is no longer be needed.

3. Upon execution of this agreement, **UDOT** shall release payment to **CITY** for the work covered herein.

4. 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.

S-R399(138), Utah County  
Authority No. 71464; Pin 10808  
Region Wide Misc. Maint. Work  
**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

By: \_\_\_\_\_  
Region Three Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Contract Administrator

Date: \_\_\_\_\_



## STAFF REPORT

**DATE:** 12/26/2012  
**TO:** Honorable Mayor and City Councils  
**FROM:** Cris Child  
**SUBJECT:** ADDENDUM TO ARMSTRONG ENGINEERING CONTRACT

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### **RECOMMENDED MOTION**

Approval

### **BACKGROUND**

The Airport contract with Armstrong Consultants runs on a 5 year term of which we have a couple of years left. For each individual project an addendum is agreed to with fees for the work submitted to the FAA to make certain the fees being charged are commensurate with the work being done.

### **DISCUSSION**

The attached addendum is related to the Engineering Work for the Runway 30 Shift and Extension. The Scope of Work and related fees have been reviewed by the FAA and they are supportive of moving forward under the terms proposed.

### **ALTERNATIVES**

1. Approve the addendum and proceed with the runway expansion or 2. Deny the addendum and have the runway expansion projects come to end in the foreseeable future.

### **FISCAL IMPACT**

\$118,000.00 which is incorporated into the project costs of which 90% is paid by the Federal Government Grant, 5% is paid by the Utah State Department of Transportation Grant and the remaining 5% will be paid from the Airport Reserve Account as Budgeted.

Name Cris Child  
Title Airport Manager

Attachments  
Armstrong Agreement.

***CITY COUNCIL AGENDA***

**TASK ORDER ATTACHMENT G  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN OWNER AND ENGINEER,  
DATED \_\_\_\_\_, 2012**

**FURTHER DESCRIPTION OF SERVICES OF ENGINEER**

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on September 24, 2009 between the **CITIES of SPANISH FORK & SPRINGVILLE, UTAH (Owners)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **WORK PROGRAM** - Attached

3. **FEES** - The fees will be as noted below. (All lump sums)

**Project #1 – Runway 12/30 Shift & Extend (6,500' x 100')  
Construction - Phase I (Grading, Drainage, Roads)**

Bidding	\$ 10,000.00
Phase 4	\$108,000.00

**OWNERS:  
SPRINGVILLE CITY**

**ENGINEER:  
ARMSTRONG CONSULTANTS, INC.**

By \_\_\_\_\_  
Wilford W. Clyde, Mayor

By \_\_\_\_\_  
Dennis Corsi, President

Attest: \_\_\_\_\_

**SPANISH FORK CITY**

By \_\_\_\_\_  
G. Wayne Andersen, Mayor

Attest: \_\_\_\_\_

**SCOPE OF WORK  
SPANISH FORK/SPRINGVILLE AIRPORT  
AIP # 3-08-0034-19/20/21**

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This project consists of:

**Project #1 - Runway 12/30 Shift & Extend (6,500' x 100')  
Construction - Phase I (Grading, Drainage, Roads)**

Estimated Construction Costs are: \$1,000,000

Anticipated Contract Construction period: 90 Calendar days

## **BIDDING SERVICES**

The Engineer shall provide the following Prebid and Bidding services. These services will include assisting the Owner with the advertisement for bids, notification of local airport users of the construction schedule and general completion of the final construction contract documents for the project. The following outline describes in greater detail the tasks and products:

1. Incorporate preliminary Phase I design comments and respond as necessary to requests for additional information.
2. Provide Phase I final design drawings, specifications, and detailed construction cost estimates for the project. Davis Bacon wage rates will be included in the project specifications.
3. Develop Phase I specifications using Advisory Circular 150/5370-10F, Standards for Specifying Construction of Airports and the NWM Region Notice F-1, detailed construction cost estimates and design report using the current FAA NWMR guidance for the project.
4. Design all improvements in accordance with FAA standards and guidelines.
5. Complete Phase I final quantity calculations.
6. Prepare and submit for approval the Construction Safety and Phasing Plan per AC 150/5320-2F at 90% bid package completion.
7. Solicit final Owner and FAA review and approval for Phase I.
8. Provide the FAA and Sponsor one set of contract documents and half size plans (11"x17") for Phase I.
9. Assist the Owner with advertising and interpretation of Phase I project requirements. Plans and specifications will be available via the web site of Armstrong Consultants. The Owner and FAA will be given a hard copy set of the Phase I Plans and Specifications.
10. Provide technical assistance and recommendations to the Airport during construction of Phase I.
11. Assist with pre-bid conference which will be conducted at the Spanish Fork-Springville Airport and bid opening which will be conducted at Spanish Fork City Hall at the date and time agreed by the Owner. Issue addenda, prepare an abstract of bids, and make recommendations for award.
12. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders. The DBE goal and all bidding requirements will be reviewed for responsiveness. Any issues or concerns that arise from the bidding documents will be brought to the attention of the Sponsor for clarification.

## **PHASE 4 - CONSTRUCTION SERVICES**

During the construction phase of the project, the Engineer will assist the Airport to monitor and document progress for quality and cost control. Review contractor payment requests, quality control and acceptance testing, establish necessary survey control, continually inform the Owner of project progress and problems, complete the test summary, conduct the final project inspection and complete the final project report.

The Sponsor will hire a qualified QA Testing company. Armstrong Consultants will provide a Project Quality Acceptance Testing book to the QA Consultant with the applicable testing forms for the project. All QA testing and final test reports will be directly reviewed and accepted by Armstrong Consultants prior to submission to the FAA for acceptance.

### **ACTIVITIES**

1. Prepare construction agreement, review bonds, insurance certificates, construction schedules, etc. The Contractor that is awarded the project will be supplied with a CD of the plans and specifications in order to print the number of required documents for their usage.
2. Review and submit for FAA approval the Contractor's Safety Plan Compliance Document prior to issuing the Notice to Proceed.
3. Conduct pre-construction conference.
4. Prepare and submit for approval the Construction Management Plan.
5. Provide horizontal and vertical control.
6. Provide review of submittals and shop drawings during construction.
7. Provide one fulltime resident inspector to monitor and document construction progress, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc.
8. Review weekly payroll submittals for project and conduct employee wage interviews with prime contractor and subcontractors.
9. Prepare change orders and supplemental agreements, if required.
10. Prepare and submit weekly inspection reports.
11. Prepare and confirm monthly payment requests.
12. Prepare and submit the project test summary for the Construction Phase I work. The test summary report will be required to be submitted to the FAA prior to scheduling a final inspection.
13. Conduct a final project inspection with the Owner, the FAA and the contractor.

14. Update ALP drawing sheet 2.
15. No information will be uploaded into the FAA AGIS for this project.
16. Prepare record drawings and a final project report. The final report will follow the current FAA Northwest Mountain Region AIP Final Report guidance. The FAA and Sponsor will each receive one copy of the record drawings in half size (11"x17") format as well as in PDF format on a CD.



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: January 10, 2013  
Re: Agreement with East Bench Irrigation Company for the Powerhouse Road Diversion

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## 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 at the tail race of the Strawberry Water Users Association power plant.

We recommend that the city council approve this agreement with East Bench Irrigation Company for the diversion at Powerhouse Road.

Attached: agreement



## AGREEMENT

This agreement is made and entered into the \_\_\_\_\_ day of November, 2012, by and between SPANISH FORK CITY, (City) and EAST BENCH IRRIGATION COMPANY, (Company).

### **RECITALS:**

WHEREAS, City desires to be able to divert water based on City's shareholder interest in Company at two additional points of diversion, Strawberry Power Diversion Dam and Weeping Rock Diversion; and

WHEREAS, the parties have resolved Company's concerns surrounding the use of Company water as proposed by the City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. To the extent a change application is required to add Strawberry Power Diversion Dam and Weeping Rock Diversion as points of diversion, Company will not object or file any type of protest.

2. City agrees to remain a shareholder in Company and be obligated to pay Company assessments in accordance with Company articles of incorporation, by-laws, and rules and regulations.

3. City will prepare all agreements and water rights filings required to add the two points of diversion.

4. The accounting and delivery requests for the water will be the same as heretofore, through Company.

5. Any additional maintenance to Company facilities, located at these diversion points, required because of the addition of the two diversions will be reimbursed to Company by City. Company will be required to show the amount of additional cost, plus the cost was incurred by reason of the two added diversions.

6. Allocation of yearly water issues shall be the same for all stock regardless of point of diversion.

7. It is mutually understood that the river stock recharges the strawberry pool on high water years. In the event that City uses more river water on a high year than issued while the tunnel is open, that excess will be deducted from the next season balance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

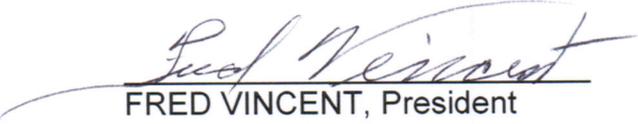
SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder

EAST BENCH IRRIGATION COMPANY by:

  
FRED VINCENT, President

Attest:

  
J. MERRILL HALLAM, Secretary

#### 1.38.040. City Vehicle Use.

A. Some Spanish Fork City employees are permitted and/or required to drive a city-owned vehicle to and from their homes due to the nature of employment responsibilities. This option is designed to allow employees to respond more readily and to address emergency situations with proper equipment and tools during non-working hours. All vehicles/employees in this category shall be authorized by the city manager upon recommendation of the department director.

B. City owned vehicles are to be used only for commuting to and from work or when performing official city duty. City-owned vehicles are not to be used for personal purposes of any kind, **unless otherwise noted**. When going to lunch, employees should use their personal vehicle, unless traveling to change vehicles is out of the way, **or the potential to be called back to work during lunch is present**.

C. Police officers living in Spanish Fork City may use their assigned police vehicle for off-duty personal use so long as that use is within Spanish Fork City Limits. **Non-police personnel may accompany the officer in the police vehicle as passengers when it is operated off duty. Passengers will be covered by the city's vehicle insurance policy. Officers are responsible for passenger's safety, appearance and conduct. Officers and passengers are required to be appropriately attired in clothing functional for potential duties and which presents a favorable image of the City.**

**Non-police personnel will be discharged from the vehicle prior to the off duty officer responding to an emergency response situation in which the non-police personnel may be placed in danger. This will be done at a safe and convenient location. The officer may then respond, consistent with the departments emergency response procedures**

D. **Unless otherwise noted** no unauthorized personnel are allowed to be transported in a city vehicle at any time. City vehicles/employees are not to transport anyone other than city employees or people working with or for the city in an official capacity. No family members or other non-employee personnel are allowed in city owned vehicles.

E. Smoking is not allowed in city vehicles.



# PRELIMINARY PLAT

## REPORT TO THE PLANNING COMMISSION MAPLE MOUNTAIN PRELIMINARY PLAT

**Agenda Date:** June 6, 2012.

**Staff Contacts:** Dave Anderson, Community Development Director.

**Reviewed By:** Development Review Committee.

**Request:** Salisbury Homes is requesting Preliminary Plat approval for an Amendment to the current Maple Mountain approval.

**Zoning:** R-1-12.

**General Plan:** Low Density Residential.

**Project Size:** 98.69 acres.

**Number of lots:** 307.

**Location:** approximately 200 North 1900 East.

### Background Discussion

Salisbury Homes is requesting Preliminary Plat approval for an Amendment to the current Maple Mountain approval.

Attached are copies of the proposed plat, the proposed Development Agreement and minutes from the Neighborhood Meeting.

### Development Review Committee

The Development Review Committee reviewed this request in their May 22, 2012 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

#### Maple Mountain

Applicant: Salisbury Homes

General Plan: R-1-12

Zoning: Low Density Residential

Location: approximately 200 North 1900 East

Mr. Thompson asked if Dave Anderson had any concerns with the plat.

Mr. Baker explained that he felt Mr. Anderson's only concern was with the phasing plan. He explained that with the first phase that the park and detention basin would be dedicated and 130 North would be built. He identified on the plat the point in which the improvements to 130 North would need to be done. Questions were raised regarding the Haycock piece and the amount of dedication. It will actually be a little less than the original approval. We are deviating from the current standard on the storm drain relative to the townhomes because they are partially built and the storm drain will not work. The storm drain will follow what was originally approved when construction began.

Mr. Oyler asked where the final agreement was. Mr. Baker said that it was in his office and that it would be ready to go for the Planning Commission to review in June.

Chris Salisbury explained that the only outstanding item on the agreement was with the Haycock property. Mr. Haycock would like verbiage in the agreement that spells out how much footage he would need to dedicate.

Mr. Oyler asked about the neighborhood meeting. Mr. Chris Salisbury explained how the meeting went. Mr. Oyler asked if they had concerns with the phasing. Mr. Salisbury said that he did not get into that with them since the agreement was still being drafted and that there was potential for change.

Mr. Cooper said that the SESD buyout still needs to be resolved. Mr. Salisbury said that he had talked to Ryan Bagley at SESD and that Mr. Bagley would be drafting a letter.

Mr. Baker **moved** to recommend that the Planning Commission **approve** the Maple Mountain Preliminary Plat subject to the following conditions:

#### **Conditions**

1. That the applicant meets the City's Construction standards.
2. That the applicant pay their share of the SESD buyout back to the City.
3. Existing Grotegut and Haycock homes power switched to underground.

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

Mr. Oyler asked what the developer's responsibility was on the storm drain. Mr. Baker explained that the applicant would dedicate the land to the City upon the Preliminary Plat being approved. When they construct the first phase they will build the road with it (curb, gutter & sidewalk) and the City will be responsible for all of the interior construction of the basin. The City is doing all of the storm drain with impact fees.

#### **Budgetary Impact**

As proposed, Spanish Fork City will become responsible to construct Park 1. The current approval obligates the developer to construct that park with the next phase.

#### **Recommendation**

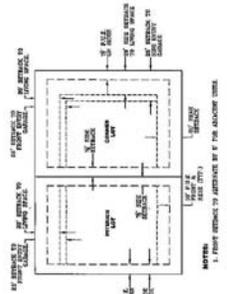
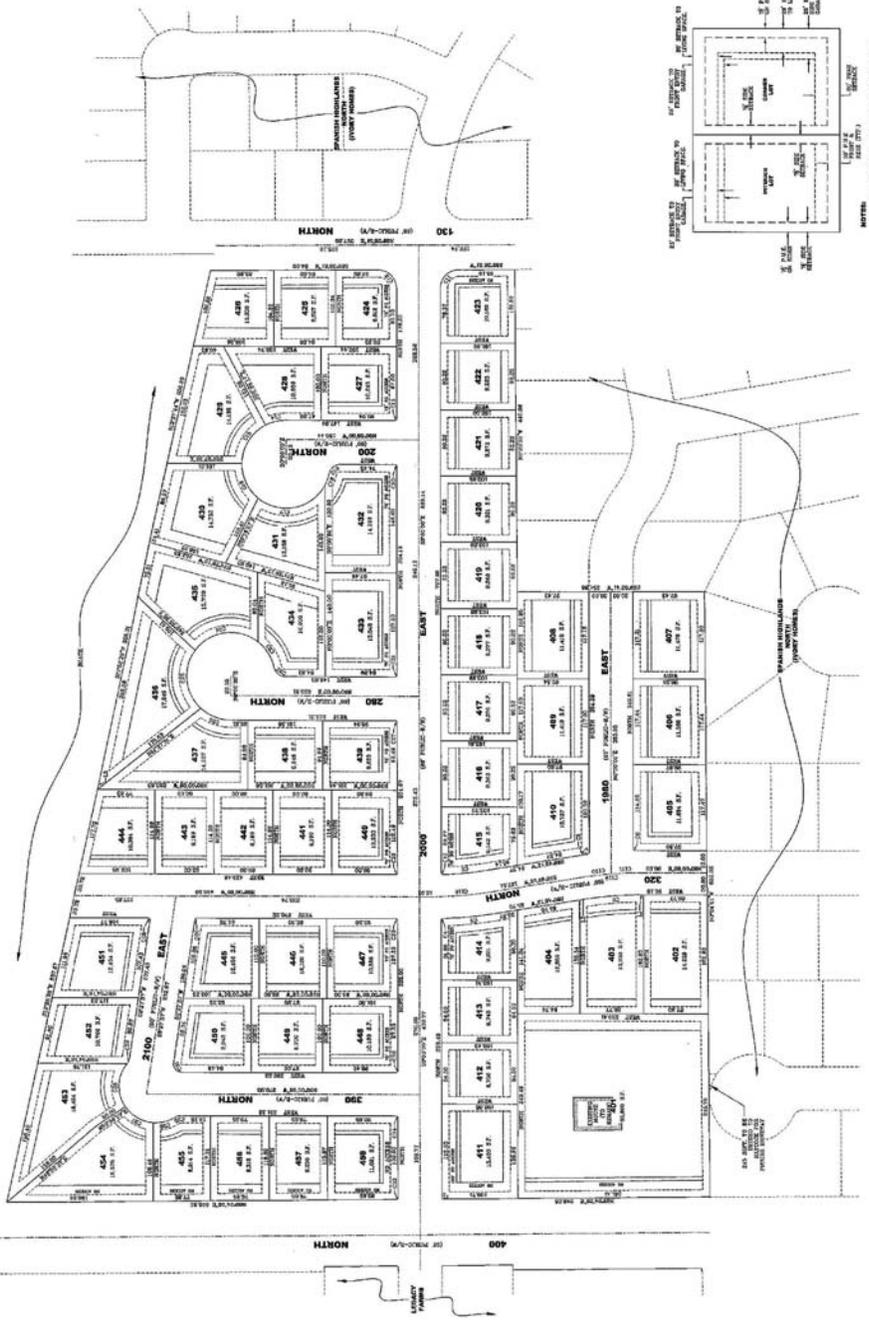
Staff recommends that the proposed Preliminary Plat be approved subject to the following conditions:

1. That the applicant meets the City's Construction standards.
2. That the applicant pay their share of the SESD buyout back to the City.
3. Existing Grotegut and Haycock homes power switched to underground.



**MAPLE MOUNTAIN**  
 SPANISH FORK, UTAH  
**NEIGHBORHOOD #2 & HAYCOCK LOT LAYOUT**

DATE	11/11/2011
BY	DAVID J. HAY
CHECKED BY	DAVID J. HAY
SCALE	1" = 40' 0"
PROJECT NO.	0412000242



1. FIRST REFERENCE TO ADDRESS IS IF THE ADDRESS IS KNOWN.

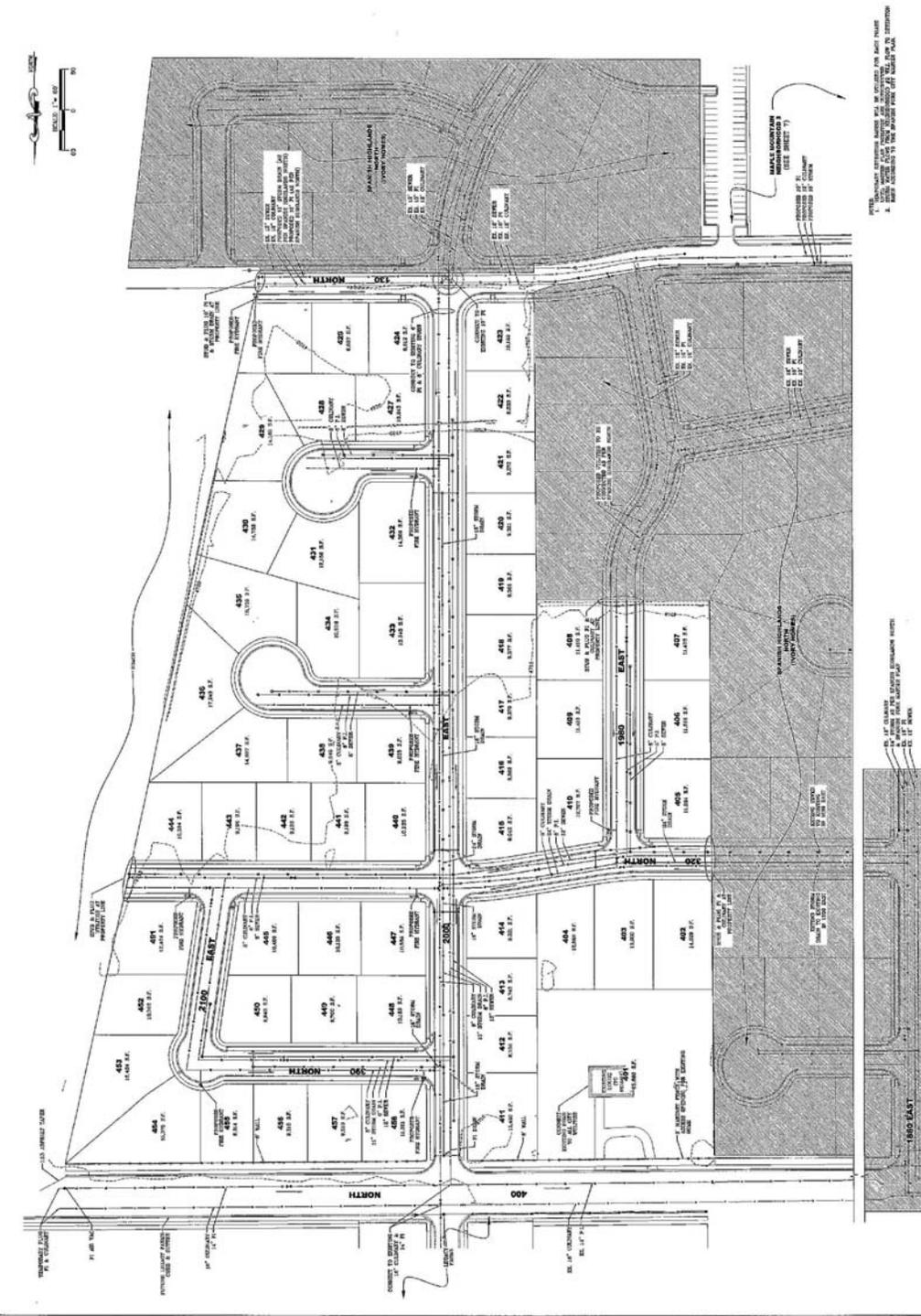






**MAPLE MOUNTAIN**  
 SPANISH FORK, UTAH  
**NEIGHBORHOOD #2 UTILITY LAYOUT**

DATE: 11/14/2014	BY: JLD
PROJECT: MAPLE MOUNTAIN NEIGHBORHOOD #2 UTILITY LAYOUT	SCALE: 1" = 50'
CLIENT: LPI	
PROJECT NO: 14-001	
DATE: 11/14/2014	

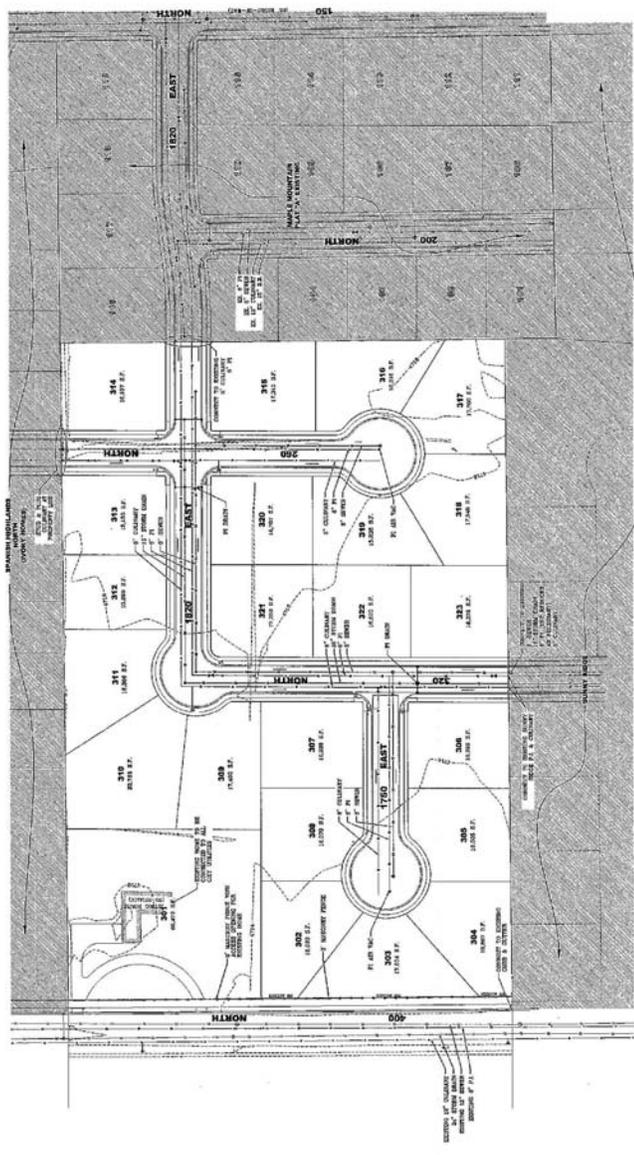


**MAPLE MOUNTAIN**  
 SPANISH FORK, UTAH  
**NEIGHBORHOOD #3 UTILITY LAYOUT**

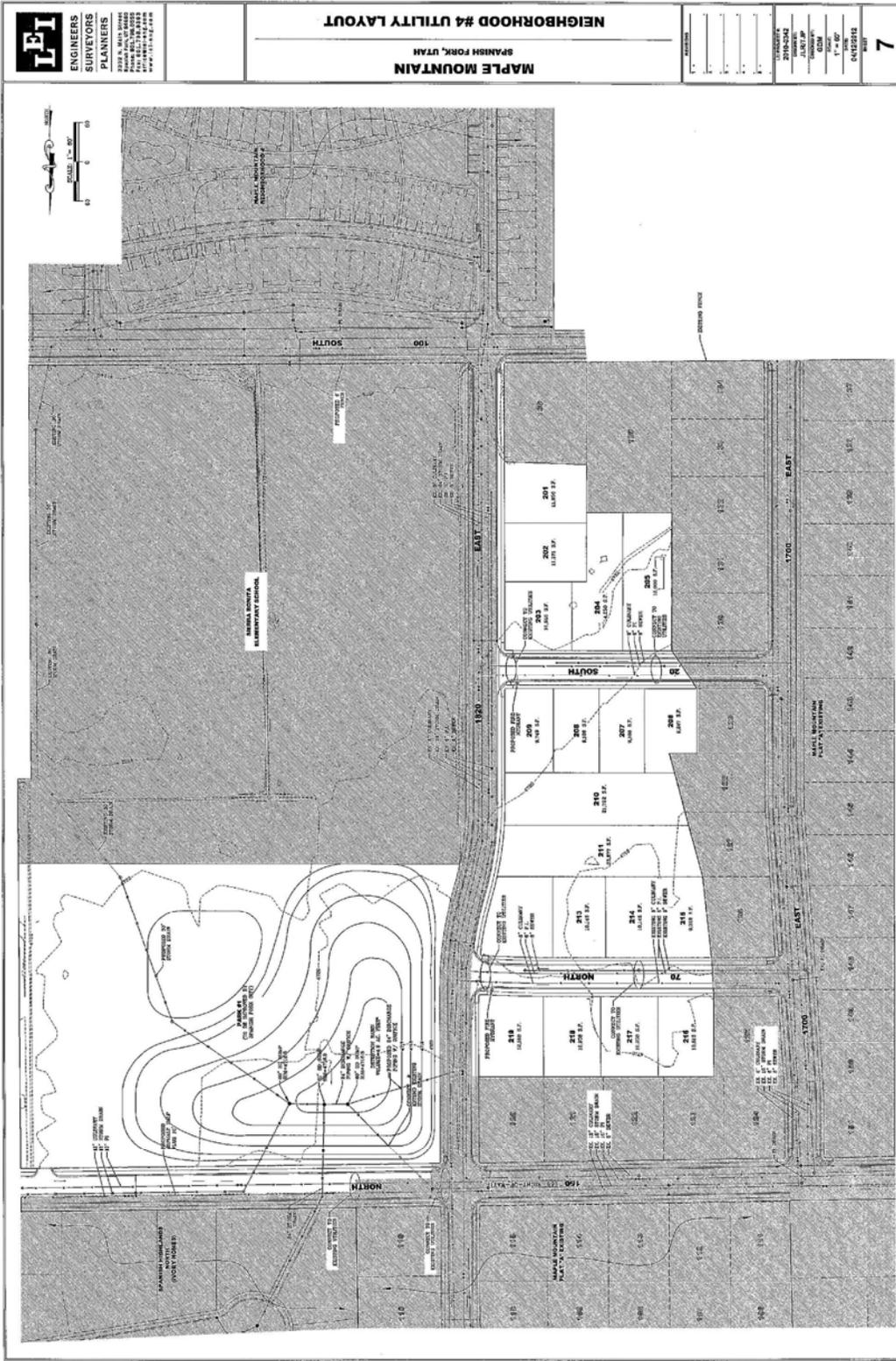
DATE: 11/11/11	BY: J. W. WILSON
DATE: 11/11/11	BY: J. W. WILSON
DATE: 11/11/11	BY: J. W. WILSON
DATE: 11/11/11	BY: J. W. WILSON
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**9**

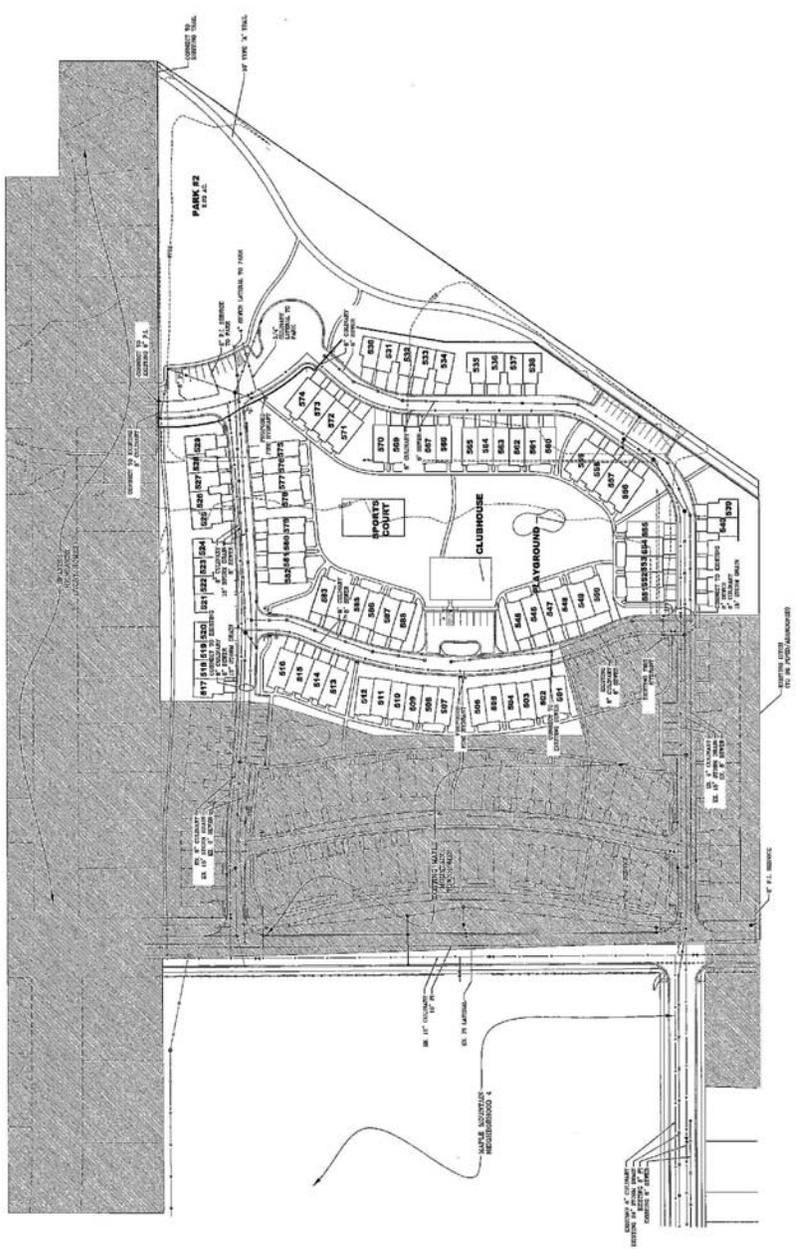
DATE: 11/11/11  
 BY: J. W. WILSON  
 DATE: 11/11/11  
 BY: J. W. WILSON



NOTES:  
 1. ALL UTILITIES TO BE INSTALLED AS SHOWN ON THIS PLAN.  
 2. EXISTING UTILITY LINES SHOWN FOR REFERENCE ONLY.



**NOTES:**  
 1. ALL NOTES CONCERNING THIS PROJECT ARE TO BE CHECKED AND  
 APPROVED BY THE ENGINEER AND THE PLANNING COMMISSION.  
 2. ALL NOTES CONCERNING THIS PROJECT ARE TO BE CHECKED AND  
 APPROVED BY THE ENGINEER AND THE PLANNING COMMISSION.



SEE SPANISH FORK CONSTRUCTION SPECIFICATION AND STANDARDS FOR FURTHER UTILITY DETAILS

**LEI**  
ENGINEERS  
SURVEYORS  
PLANNERS

3400 N. 4000 BLVD.  
SPRINGDALE, AR 72762  
PHONE: 501-771-2200  
FAX: 501-771-2201  
WWW.LEI-INC.COM

**MAPLE MOUNTAIN**  
SPANISH FORK, UTAH

**DETAILS**

9

**1 | 60' RIGHT-OF-WAY (INTERIOR SIDE)**

**2 | 27' RIGHT-OF-WAY (DOWN SIDE AREA)**

**3 | TYPE 'A' TRAIL DETAIL**

**4 | 400 NORTH UDOT RIGHT-OF-WAY**

**5 | NOT USED**

**6 | 60' RIGHT-OF-WAY**

**7 | PHASING PLAN**

**DETAILS**

9



**DEVELOPMENT AGREEMENT  
MAPLE MOUNTAIN SUBDIVISION  
SPANISH FORK CITY, UTAH**

This Development Agreement is entered into as of this \_\_\_\_ day of May, 2012, by and among Salisbury Development, L.C. (Salisbury), Central Bank and Trust (Bank), as the successor in interest to David Simpson, and Lyle B. Haycock, as developers (collectively referred to herein as “Developers”) of certain real property located in Spanish Fork City, Utah County, Utah, on which it proposes the development of a residential project known as Maple Mountain Subdivision, and Spanish Fork City, a municipality and political subdivision of the State of Utah, by and through its City Council (City).

**RECITALS:**

A. City has authorized the negotiation and adoption of development agreements under appropriate circumstances where the proposed development contains outstanding features which advance the policies, goals and objectives of the Spanish Fork City Comprehensive General Plan, preserves and maintains the atmosphere desired by the citizens of the City, and contributes to capital improvements which substantially benefit the City.

B. City, acting pursuant to its authority under Utah Code Ann. §10-9a-101, et seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed Maple Mountain Subdivision, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.

Now, therefore, in consideration of the mutual covenants, conditions, and considerations as more fully set forth below, Developers and City hereby agree as follows:

**1. Construction Obligations for Maple Mountain Subdivision**

In order to provide a high quality subdivision to protect the quality of life of its residents and to protect property values, the following construction standards shall be applicable to the construction of all residences within Maple Mountain Subdivision:

A. The sizes and locations of lots, open spaces, parks, trails, common areas, and schools shall be as shown on the amended plat attached hereto as Exhibit A and incorporated herein by this reference;

B. Bank shall dedicate, to City, Park 1, as indicated on Exhibit A, incorporated herein and made a part hereof by this reference, upon the approval of this agreement;

C. Bank will construct all streets adjacent to Park 1, including curb, gutter, sidewalk, asphalt, and park strip with landscaping therein with Phase C outlined in Exhibit B, incorporated herein and made a part hereof by this reference. City will be obligated to install all of the park improvements.

D. Salisbury shall dedicate, to City, the trail and Park 2, as indicated on Exhibit A, upon the approval of this agreement;

E. Salisbury will construct Park 2 and trail with Phase G-2 outlined in Exhibit B;

F. Salisbury will commence improvements, consisting of grubbing and grading, for the construction of the clubhouse and Park 3, as an amenity to the townhomes, with Phase E-2 outlined in Exhibit B, will complete the street frontage of Park 3 and parking lot with phase E-3, and complete the clubhouse and park with Phase E-4;

G. Park 2 will be provided in the location shown on the plat with the following amenities:

1. A shade structure with a minimum of two picnic tables;
2. Full landscaping and sprinkler irrigation system;

3. Fully paved trail.

H. Curb, gutter, sidewalk, and street widening improvements, including a park strip and landscaping, will be provided on 400 North Street with the first to proceed of Phases J, K, L, M, N, O, P, or Q. If phases P or Q proceed first, the identified improvements will be provided along the frontage of those plats, plus west from the applicable plat to the west end of the preliminary plat shown as Exhibit A. Haycock will dedicate the property fronting Phase Q for these public improvements prior to the recording of the final plat for the phase which requires these improvements to be installed. Salisbury and/or Bank are entitled to a connector's agreement for the improvements, as identified in this paragraph they may install in front of the Haycock parcel, plus any utilities installed along that frontage. If Haycock proceeds with development first, he shall be entitled to a connector's agreement for the improvements he may install, as identified in this paragraph, in front of the Grotegut parcel, plus any utilities installed along that frontage.

I. As consideration for the immediate dedication of Park 1 and Park 2, Developers shall be vested with the right to develop Maple Mountain Subdivision based upon this agreement and the amended preliminary plat approved simultaneously with this agreement. Abandonment shall be deemed to occur if the following event takes place:

1. A final plat is not recorded within twelve (12) months of the most recently recorded plat.

J. Nothing herein shall preclude Salisbury from installing improvements prior to the time required herein.

K. Full cross section streets which abut the fronts or sides of any phase which is approved as a final plat will be constructed as part of the plat improvements. Bonding and installation of the full streets includes curb, gutter, sidewalk, and asphalt.

**2. Reserved Legislative Powers**

Nothing in this Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement.

**3. Subdivision Plat Approval and Compliance with Spanish Fork City Design and Construction Standards.**

Developers expressly acknowledge and agree that nothing in this agreement shall be deemed to relieve Developers from the obligation to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats, site plans, and building permits, including the payment of impact and other fees and to act in compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of City, including but not limited to, the Subdivision Ordinance and Design and Construction Standards, in effect at the time of any construction, unless modified by the Spanish Fork Engineering Department, with the exception of the storm drain in the townhome portion, which will need to coordinate with that portion already installed in order to work properly. Developers further acknowledge and agree that the dedications and improvements required hereby are adequate and appropriate exactions for the increased density granted to the project.

**4. Assignability**

This agreement is assignable with the consent of the City and with the City's approval of the assignees, which consent shall not be unreasonably withheld.

**5. No Joint Venture, Partnership or Third Party Rights.**

This Development Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

**6. Integration**

This Development Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

**7. Attorney's Fees**

If this agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney's fees and all costs of enforcement of the non-breaching party.

SALISBURY DEVELOPMENT, L.C. by:

Dated: \_\_\_\_\_

\_\_\_\_\_  
RICK M. SALISBURY, Manager

CENTRAL BANK AND TRUST by:

Dated: \_\_\_\_\_

\_\_\_\_\_  
MATT C. PACKARD, President

Dated: \_\_\_\_\_

\_\_\_\_\_  
LYLE B. HAYCOCK

SPANISH FORK CITY by:

Dated: \_\_\_\_\_

\_\_\_\_\_  
G. WAYNE ANDERSEN, Mayor

Attest:

\_\_\_\_\_  
KENT R. CLARK City Recorder

## Maple Mountain - Neighborhood Meeting Minutes

5/3/12

CHRIS: Welcome I'm Chis Salisbury with Salisbury Homes. The letter you received was sent as per city code. The paper you have with the color shows what is currently passed off with the city. The colored areas are the areas we'd like to modify. The biggest change of course is the removal of the road by the park because it's expensive an a potential hazard. The bank and Salisbury are working close together to see this project completed. At one point this job was not going to survive.

Defined PUD and stated the current plan has 308 lots. The proposed 307.

There isn't a set agenda for the neighborhood meetings. Open it up for questions:

CHAD HILL: Wondering what the plan is with the lots behind detention basin on the current plan.

CHRIS: Will be more park with parking lot. The plan is for the city to take over the park.

BENJAMIN PALMER: What is the green line on the north side of the development?

CHRIS: It is park strip and a trail.

LARUE CHILD: What does this do with the town home development?

CHRIS: This development will keep the town homes alive. Entitlements were about to be lost it would have went back to 12,000 sf lots and the park goes away everything just reverts back there wold be no club house no park we were able to work with the city and the banks and keep the deal alive. We have been able to extend the entitlements 3 times.

LARUE CHILD: Is there a dead line for the rest of the development?

CHRIS: We would like to start pushing dirt this month as soon as possible. We turned everything into the city to have a DRC. The city said we need to conduct this neighborhood meeting. Then it goes to DRC, Planning Commission, City Council. It could take 30 to 45 days before the city says go if everything goes according to plan. We have only been working with staff up to this point.

LARUE CHILD: When is the club house going to go in we were told that they would get it?

CHRIS: There is not enough roof tops to finish the club house.

MEGAN CHILD: How do we get to this point? How do we sell town homes for the same price of a single family home? My complaint is the clubhouse was going to be built and that was the selling point and we still have nothing.

CHRIS: A lot of builders have packed up and went home and we understand that there is anger about the club house  
Salisbury should finish what we started. We are working to finish it.

?: Maple Mountain town homes was not listed on the [Salisbury] website and I could not see where they were available to buy.

CHRIS: Because there isn't a town home unit available to purchase. No market exists for town homes rich now.

?: Can the single family homes be built in the area instead of the town homes?

CHRIS: We took this idea to the city and we had plans for cottage homes and the city did not like it. They wanted to stay with what was going on in the community.

?: Whats the difference between a cottage home and what is being built?

CHRIS: Small pads with a common yard to keep the price down.

?: So can you not submit a single family or a cottage home and have the city pass on it?

CHRIS: The single family cottage unit is a detached house and the city did not like the idea of these next to Highway 6.

?: What s a time frame?

CHRIS: We wish we knew. This is the first quarter where we have seen an increase in sales.

JEFF SITES: So if your not able to sell the town homes your not building?

CHRIS: Right.

?: In order for you to build single family homes do you have to get approval from us?

CHRIS: No. Prior developer made promises and we had to go in and clean it up. The previous developer promised city that if one home was built, that the park would be completed. He spoke for the whole project - we didn't know about this.

?: According to the channel 17 the developers was suppose to be in charge of the park. Right now the preliminary plat the developer was suppose to finish the park. What you saying is the city is going to be in charge and fish the park?

CHRIS: Correct. This is something we're still working through with the city. The price of the lot would be 120,000 for a lot if the park was developed buy the developer.

?: Was the original developer that tanked Salisbury Homes? Has salisbury Homes bought the ground?

CHRIS: No. The bank still owns it. We have a great relationship with the bank and we want to get in here and clean it up.

DUANE: The town homes that you thinking of developing... have they been turned into the city? Have they been positioned at a lower price point?

CHRIS: Right now we don't have the okay from the city to build a town home and we don't have a town home priced out. There is not a market for the town homes. We need to get to that price point that allows a town home to be sold.

LARUE CHILD: Living in the town homes it is beginning to feel like a project place because there are renters, there are side walks that need to be repairs, driveways crumbling and we are wondering when we are going to get the clubhouse I maybe dead before we get the clubhouse.

?: We feel like you have walked away two years ago.

ELLEN HUGH: Are you going to file for another 6 months extension?

CHRIS: No. It will not get to that point. Once we get one phase through final approval it will extend for another 12 months.

?: Why don't you clean up your own mess and keep your promises? Why don't we go to the city and shut Salisbury Homes down?

CHRIS: This is a self funding job. If they [town homes] don't sell they don't get built.

?: Flip flop the town homes and put the park where it is.

CHRIS: It is a detention basin and we can't do that.

MEGAN CHILD: Cut your loses make it a parking lot or dog park.

LYNN ROWLY: Just because one cow dies doesn't mean the herd dies. Give us somebody that we can trust that we can talk to about are problems. We need somebody to talk to when we have problems.

CHRIS: We can do this. We can get an liaison set up.

?: Where is the fence that was promised between the town homes and Ivory Homes?  
Where is the HOA money going?

?: There is thousands and thousands of dollars in the HOA and we don't see anything going on with in the subdivision. We want a green lawn and bees gone we would feel a little bit satisfied we feel like we were not abandoned.

? Where is the money?

CHRIS: We hired an property management company. The money is an account. We hire a property management company to take care of these issues and I guess they are not doing their job. Sounds like I need to look into this.

?: You mention that over her at the park these lots they would be \$120k per lot without some of the changes you're making. Now with the changes what are you hoping to sale the lots for?

CHRIS: We would don't know at this time. We are working with the city and the bank, we have been able to negotiate to get these lots prices down to make it an affordable community.

?: Does salisbury homes own any of this bank own land?

CHRIS: No not yet.

?: So your talking if we don't sign off then the project dies so what?

CHRIS: We want to see this project through and we want to finish it out.

?: What's the bad thing about 12,000 sq ft lots? We'll never a house in here.

CHRIS: It will affect everybody. No clubhouse, park.

?: What I want to know is why the city won't let you build the single family homes in the area where the rest of the town homes go.

CHRIS: The city didn't like the different zonings going on in the area. It didn't make since to have single family buffering the town homes.

?: Earlier you said you wanted to be pushing dirt this month. Does that mean you will starting building a town homes?

CHRIS: It could. We will need to get a gap of \$20,000 to \$30,000 between single family homes and town homes.

JANICE PEARCE: What is the density that has been approved?

CHRIS: 3 1/2 units per acre.

JANICE PEARCE: Is there anything we can do to make the lots bigger lots?

CHRIS: The less lots you have, the higher the price per lot. Bigger lots are desirable, but the price goes up.

?: Are you finishing 130 north is that going through?

CHRIS: Yes. Ivory has been working on this and we are working together on it.

?: Earlier you said that you're not a charity. Is this change pushing your expenses over to the city?

CHRIS: No. We need to make the change so the lots will be affordable. More homes in this area means a bigger tax base.

?: Why finish the job if your not making any money?

CHRIS: We want to finish the job because it is the right thing to do.

JANICE PEARCE: Make the lots bigger if you can now hold off in till the economy is better. Wait till the people can afford it.

CHRIS: Who will provide the higher salaries so people can afford bigger lots? You?

?: When can the people in the town homes be in charge of the HOA?

CHRIS: We will need to research the CCR's.

?: Doesn't help us when Salisbury's wife is on the HOA board.

CHRIS: That is how the HOA is set up. Most CCR's have the Declarant or builder in charge of the HOA until a certain percentage is sold out.

?: I own the first lot west of the town homes I have watched all this happen and you my as well pack up because you are not finishing what you are promising.

CHRIS: This [the town homes] is a self funding project and we can't finish them if they are not selling.

?: This is false advertising.

CHRIS: It's false advertising when we build these homes and the market declines?

?: The lots to the west of the Spanish Fork high school... What size are they and they share a driveway?

CHRIS: They were 4k to 5k and yes they have shared driveway.

?: When is the DRC meeting? They are the first wednesday of the month and that's where we need to go.

CHRIS: Rick Salisbury wants to see this job get finished and if he were here at this meeting tonight he would say the hell with it and walk away.

?: If this job does not get finished then I will be stuck, and I don't want to be stuck I want this to finish.

?: Long term it makes sense.

?: We can't even get a hold of the HOA when we call and that is why we have stopped.

?: If this were to be rezoned would the percentage of the HOA change?

CHRIS: This is something that the attorneys would need to look at.

?: Is TPM related to Salisbury Homes?

CHRIS: No. Salisbury is not related to anybody that works for TPM

?: Can the CCRs be amended to be 50% so the town home owners can take over the HOA? Would Mr. Salisbury be oaky with this change if not maybe we would have a voice in the HOA? Itemize breakdowns with the funds and so forth.

CHRIS: I'm not sure. It's something we'd need to research. I don't know if he'd be open to that but I can check.

CHRIS: Best contact number for me is 801 491 9091 and info@alwaysaffordablehomes.com.

?: What is the plat name for the single family?

CHRIS: It is all called Maple Mountain.

?: Are the CCR's going to be similar to sunny ridge?

CHRIS: We would need to get this passed through the city before we decide this.

?: The other lots, those to the north, what size will they be?

CHRIS: 17 to 18 still waiting to decide what we are going to build here. It's up in the air.

?: Are you going to be building any type of a wall?

CHRIS: No. I don't know.

?: How big are the lots at Legacy Farms?

CHRIS: They are 7s and the lots in maple mountain they will be 8 to 12 and 17 to 18s.

?: What size are the Grodegut lots?

CHRIS: 17s and 18s

?: How many buildings are there left to build in multi family?

CHRIS: About 90 doors

?: What is the white spot?

CHRIS: It is a park with additional parking?

JANICE PEARCE: Is there anything we can do to have the bigger set backs on the buildings so home owners can park in the in their driveway?

CHRIS: I'm not sure if the set backs are going to change. I wasn't involved with the design of the current buildings.

CHRIS: Thank you for coming out and we will address your concerns.

**DEVELOPMENT AGREEMENT  
MAPLE MOUNTAIN SUBDIVISION  
SPANISH FORK CITY, UTAH**

This Development Agreement is entered into as of this 15th day of January, 2013, by and among Salisbury Developers, Inc. (Salisbury), Central Bank and Trust (Bank), as the successor in interest to David Simpson, and Lyle B. Haycock, as developers (collectively referred to herein as “Developers”) of certain real property located in Spanish Fork City, Utah County, Utah, on which it proposes the development of a residential project known as Maple Mountain Subdivision, and Spanish Fork City, a municipality and political subdivision of the State of Utah, by and through its City Council (City).

**RECITALS:**

A. City has authorized the negotiation and adoption of development agreements under appropriate circumstances where the proposed development contains outstanding features which advance the policies, goals and objectives of the Spanish Fork City Comprehensive General Plan, preserves and maintains the atmosphere desired by the citizens of the City, and contributes to capital improvements which substantially benefit the City.

B. City, acting pursuant to its authority under Utah Code Ann. §10-9a-101, et seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed Maple Mountain Subdivision, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.

Now, therefore, in consideration of the mutual covenants, conditions, and considerations as more fully set forth below, Developers and City hereby agree as follows:

1. Construction Obligations for Maple Mountain Subdivision

In order to provide a high quality subdivision to protect the quality of life of its residents and to protect property values, the following construction standards shall be applicable to the construction of all residences within Maple Mountain Subdivision:

A. The sizes and locations of lots, open spaces, parks, trails, common areas, and schools shall be as shown on the amended plat attached hereto as Exhibit A and incorporated herein by this reference.

B. Bank shall dedicate, to City, Park 1, as indicated on Exhibit A, incorporated herein and made a part hereof by this reference, upon the approval of this agreement.

C. Bank will construct all streets adjacent to Park 1, including curb, gutter, sidewalk, asphalt, and park strip with landscaping (hydroseed or sod and automatic sprinklers) therein with Phase C outlined in Exhibit A. City will be obligated to install all of the park improvements.

D. Salisbury shall dedicate, to City, the trail and Park 2, as indicated on Exhibit A, upon the approval of this agreement.

E. Salisbury will construct Park 2, including landscaping (hydroseed or sod and automatic sprinklers) and trail with Phase G-2 outlined in Exhibit A.

F. Salisbury will commence improvements, consisting of grubbing and grading, for the construction of the clubhouse and Park 3, as an amenity to the townhomes, with Phase E-2 outlined in Exhibit A, will complete the street frontage of Park 3 and parking lot with phase E-3, and complete the clubhouse and park, including landscaping (hydroseed or sod and automatic sprinklers) with Phase E-4, provided that the clubhouse will be fully constructed within four years from the date of this agreement. In order to guarantee construction, Bank will post an escrow bond in the amount of \$300,000.00, which City may call and use to construct the clubhouse if not

constructed in the time frame established herein. Upon completion of the clubhouse, the escrow bond shall be released

G. Park 2 will be provided in the location shown on the plat with the following amenities:

1. A shade structure (similar to the one located at 1480 S. 1230 E. in Spanish Fork) with a minimum of two picnic tables;
2. Full landscaping (hydroseed or sod) and automatic sprinkler irrigation system;
3. Fully paved trail, meeting City trail standards, which ties in to the park.

H. Curb, gutter, sidewalk, and street widening improvements, including a park strip and landscaping (hydroseed or sod and automatic sprinklers), will be provided on 400 North Street with the first to proceed of Phases J, K, L, M, N, O, P, or Q. If phases P or Q proceed first, the identified improvements will be provided along the frontage of those plats, plus west from the applicable plat to the west end of the preliminary plat shown as Exhibit A. Haycock will dedicate the property fronting Phase Q for these public improvements prior to the recording of the final plat for the phase which requires these improvements to be installed. Haycock will dedicate a total of twelve feet to the existing right-of-way. No wall will be required on the frontage of the existing Haycock home. The horseshoe driveway to the Haycock home will remain, so as to allow vehicles to enter 400 North without backing. Salisbury and/or Bank are entitled to a connector's agreement for the improvements, as identified in this paragraph they may install in front of the Haycock parcel, plus any utilities installed along that frontage. If Haycock proceeds with development first, he shall be entitled to a connector's agreement for the improvements he may install, as identified in this paragraph, in front of the Grotegut parcel, plus any utilities installed

along that frontage.

I. As consideration for the immediate dedication of Park 1 and Park 2, Developers shall be vested with the right to develop Maple Mountain Subdivision based upon this agreement and the amended preliminary plat approved simultaneously with this agreement. Abandonment shall be deemed to occur if the following event takes place:

1. A final plat is not recorded within twelve (12) months of the most recently recorded plat.

J. Nothing herein shall preclude Salisbury from installing improvements prior to the time required herein.

K. Full cross section streets which abut the fronts or sides of any phase which is approved as a final plat will be constructed as part of the plat improvements. Bonding and installation of the full streets includes curb, gutter, sidewalk, and asphalt.

**2. Reserved Legislative Powers**

Nothing in this Agreement shall limit the future exercise of the police power by City to enact zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement.

**3. Subdivision Plat Approval and Compliance with Spanish Fork City Design and Construction Standards.**

Developers expressly acknowledge and agree that nothing in this agreement shall be deemed to relieve Developers from the obligation to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats, site plans, and building permits, including the payment of impact and other fees and to act in compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of City, including but not limited to,

the Subdivision Ordinance and Design and Construction Standards, in effect at the time of any construction, unless modified by the Spanish Fork Engineering Department, with the exception of the storm drain in the townhome portion, which will need to coordinate with that portion already installed in order to work properly. Developers further acknowledge and agree that the dedications and improvements required hereby are adequate and appropriate exactions for the increased density granted to the project.

**4. Assignability**

This agreement is assignable with the consent of the City and with the City's approval of the assignees, which consent shall not be unreasonably withheld.

**5. No Joint Venture, Partnership or Third Party Rights.**

This Development Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

**6. Integration**

This Development Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

**7. Attorney's Fees**

If this agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney's fees and all costs of enforcement of the non-breaching party.

SALISBURY DEVELOPERS, INC. by:

Dated: \_\_\_\_\_

\_\_\_\_\_  
RICK M. SALISBURY, President

CENTRAL BANK AND TRUST by:

Dated: \_\_\_\_\_

\_\_\_\_\_  
MATT C. PACKARD, President

Dated: \_\_\_\_\_

\_\_\_\_\_  
LYLE B. HAYCOCK

SPANISH FORK CITY by:

Dated: \_\_\_\_\_

\_\_\_\_\_  
G. WAYNE ANDERSEN, Mayor

Attest:

\_\_\_\_\_  
KENT R. CLARK City Recorder



# PRELIMINARY PLAT

## REPORT TO THE CITY COUNCIL CANYON CREEK PRELIMINARY PLAT

**Agenda Date:** January 15, 2013.

**Staff Contacts:** Dave Anderson, Community Development Director.

**Reviewed By:** Development Review Committee, Planning Commission.

**Request:** Woodbury Corporation is requesting Preliminary Plat approval of a six-lot commercial subdivision.

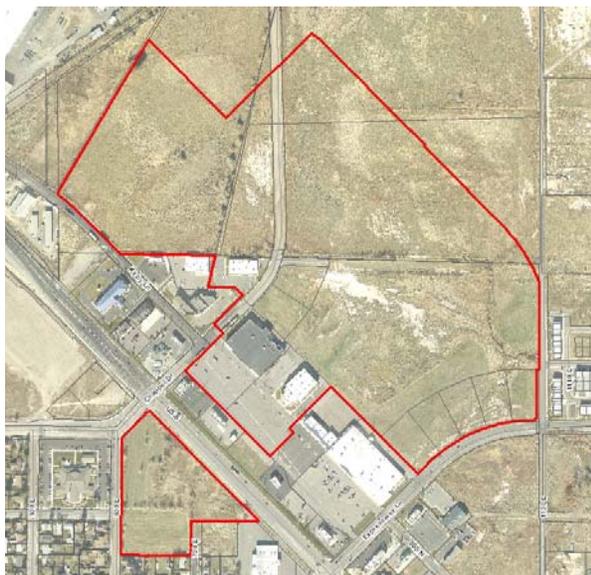
**Zoning:** Commercial 2.

**General Plan:** Commercial.

**Project Size:** approximately 97 acres.

**Number of lots:** 28 lots.

**Location:** approximately 1300 North 800 East.



### Background Discussion

The proposed Preliminary Plat is presented for the Commission's review. This plat would create 28 lots to accommodate uses that are permitted in the City's Commercial 2 zone. Staff expects that most of the uses in the plat will be retail oriented.

Staff has reviewed the proposed plat and recommends that it be approved.

### Development Review Committee

The Development Review Committee reviewed this request in their December 19, 2012 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

#### Canyon Creek

Applicant: Woodbury Corporation  
 General Plan: Commercial  
 Zoning: Commercial 2 and Business Park  
 Location: 800 East 1300 North

Mr. Anderson said that the proposed plat met the City's standards.

Discussion was held regarding redline comments.

Mr. Oyler moved to recommend that the City Council approve the Canyon Creek Preliminary Plat subject to the applicant meeting all of the City Department's redline comments before the Planning Commission's January meeting. Mr. Baker **seconded** and the motion **passed** all in favor.

Mr. Baker moved to **adjourn**. Mr. Peterson seconded and the motion **passed** all in favor at 10:20 a.m.

### Planning Commission

The Planning Commission reviewed this request in their January 3, 2013 meeting and recommended that it be approved.

**Budgetary Impact**

There is no anticipated budget impact with this proposed subdivision.

**Recommendation**

Staff recommends that the proposed Preliminary Plat be approved.



