



CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on May 7, 2013**.

AGENDA ITEMS:

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

- a. Pledge, led by invitation
- b. Miss Pleasant Grove
- c. Commissioner Gary Anderson

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 – Bryan Winkel](#)
- b. * [Agenda Request – Ed Roberts](#)
- c. * [Agenda Request – Craig Gasser](#)

3. COUNCIL COMMENTS:

4. SPANISH FORK 101: Pam Jackson – Library Zinio E-magazines Online Subscription

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 – March 1, 2013; April 16, 2013](#)
- b. * [Easement Purchase Agreements for the 200 East Sewer Trunk Line](#)
- c. * [Allan & Easton Contract](#)
- d. * [River Trail Debris & Tree Removal Project, Change Order #3](#)

6. NEW BUSINESS:

- a. * [Ordinance #06-13 Amending the City's Sign Regulations](#)
- b. * [Ordinance #07-13 Amending the Spanish Fork Municipal Code to Conform to the New State Rules Concerning Burning](#)
- c. * [Utah County Municipal Recreation Grant](#)
- d. Presentation of Fiscal Year 2014 Tentative Budget

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

8. CLOSED SESSION:

The Spanish Fork City Council may temporarily recess the regular meeting and convene in a closed session to discuss pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205

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 804-4531.

Angie Warner

Sent: Thursday, April 25, 2013 9:49 PM
To: awarner@spanishfork.org; webmaster@spanishfork.org
Subject: Agenda RequestagendaSubject

Values submitted by the user:

first_name - Bryan

last_name - Winkel

address -

city - Spanish Fork

state - UT

zip - 84660

contactphone -

email -

agendaSubject - Request for fence height waiver detailed - We are building a sports court on our property 14 feet from the city sidewalk. We would like to install a 10 foot chain link fence for ball containment on the road side of the court.Spanish Fork City's Municipal Code Title 15.4.16.130 paragraph G (page 56) states "The maximum height of a fence is six (6) feet in all zoning districts; fence pillars are not to exceed 6 ½ feet in height. The Council may waive the height requirement at its sole discretion."Most sports courts for tennis and basketball have at least 10 foot fences to keep balls contained on the court. In fact, there are several sports courts near our property with 10 foot fences. We feel limiting the containment fence to 6 feet tall would pose a hazard being near a road.We are asking the Council to waive the height requirement for the sports court.Thank you for your consideration.

secCode - 67748

submit - submit

Angie Warner

Sent: Monday, April 29, 2013 8:45 AM
To: awarner@spanishfork.org; webmaster@spanishfork.org
Subject: Agenda RequestagendaSubject

Values submitted by the user:

first_name - ed

last_name - roberts

address - 1602 east river bottoms rd.

city - spanish fork

state - UT

zip - 84660

contactphone - 435-739-2222

email -

agendaSubject - water connection

detailed - DEAR COUNCIL we are makeing a request to connect to the citys culinary water system. WE currently have a well that has issues with sand. THE pump runs constantly just to maintain 30 lbs psi. Previously the pressure tank system would maintain 50 lbs psi with the pump being able to shut off. We understand that we would have to pay for all costs associated the connection. Thank you for your time considering the problem we have. Sincerely Ed and Stacey Roberts

secCode - 10975

submit - submit

Sent: Saturday, April 27, 2013 12:22 PM
To: awarner@spanishfork.org; webmaster@spanishfork.org
Subject: Agenda RequestagendaSubject

Values submitted by the user:

first_name - Craig

last_name - Gasser

address -

city -

state - UT

zip - 84010

contactphone -

email -

agendaSubject - Walmart/Kmart Combined Access Drive detailed - The Walmart development has been approved with a new access drive off Chappel Drive that transitions from the Walmart Property onto the Kmart shopping center property at approximately the rear of the Spanish 8 Theaters, thus providing Walmart patrons access to Walmart from Expressway Lane without having to use Highway 6 or other, yet to be constructed roads to the north. There are several concerns with this design, first, there is no legal document permitting the Walmart development (private property) access to the Kmart shopping center (private property) and visa versa. Second is safety, the existing access drive on the Kmart shopping center property from the Theaters to Expressway Lane was constructed over thirty years ago and was designed for semi-trailer trucks and delivery vehicles and was never intended for passenger vehicle use. The access drive was located at the rear of the Kmart and Retail shop stores for that reason so as not to interact with passenger vehicles of patrons shopping or going to the movies. The separation is intentional. On this truck access drive section (behind Kmart and the Retail Shops), there is no lighting except for the few security lights on the buildings which are wholly inadequate and were not designed to illuminate the truck access drive. Delivery trucks make their deliveries during the daytime. Also the Kmart has its loading dock at the rear of its building with metal storage containers in close proximity which add obstacles and hazards for passenger vehicles. I have met with Dave Oyler and Dave Anderson and presented to them a safer and more logical design for the new Walmart access drive which would retain the design from Chappel Drive to the Spanish 8 Theaters but rather than transitioning onto the Kmart shopping center property it would continue straight to Expressway Lane. By using this design, Walmart patrons can access Walmart to and from Expressway Lane like the section proposed from Chappel Drive to the Spanish 8 Theaters. It would have all the same requirements of that section including lighting. Because it would be designed for passenger vehicles, it would be safer, better constructed and less contentious than the present design. I look forward to making this presentation before the City Council at the next available council meeting. Time is of the essence due to permitting. I would ask the Mayor and City Council to not allow final administrative approval of the Walmart development until this issue has been presented and fully discussed before the City Council.

secCode - 77296

submit - submit

Tentative Minutes
Spanish Fork City Council Work Session
March 1, 2013

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

Staff Present: David Oyler, City Manager; Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Dave Anderson; Community Development Director; Angie Warner, Deputy Recorder.

Chamber of Commerce: Cary Hanks, Brad Tanner, Mike Mendenhall, Becky McConnell.

CALL TO ORDER:

Mayor Andersen called the meeting to order at 12:08am.

Chamber of Commerce Contract

Brad Tanner said the Chamber asked to have this work session to come to a mutual understanding of what the Chamber can do for the cities. The Chamber wants to be supportive to businesses so they can be successful. Mr. Tanner said the future goal of the Chamber is to be an independent organization.

Mr. Tanner presented a document of information that read the following.

Business Memberships:

The Chamber has various levels of membership for businesses. Basic membership with costs based on number of employees or a Platinum membership that comes with many marketing benefits pre-paid donations to dinners, donations, etc.

City Partnerships:

The Chamber has partnerships available for cities. This purpose to have the chamber be one form of marketing and supporting for the city's economic business growth and success plan.

List of items the chamber will provide each city:

- *Ribbon cutting for each new business*
- *Ground breaking ceremonies for new business locations*
- *Each month, recognize and conduct a "Business of the Month" celebration for outstanding business*
- *Produce and distribute a yearly directory of businesses in the city*
- *Training and education workshops held at least quarterly for business members each year*
- *Organize and conduct a yearly awards banquet to recognize outstanding business and citizens*
- *Provide monthly "Noon Networking" luncheons for members to market and educate their business*
- *Allow each city to forward questions and information requests from citizens and businesses to the chamber to be answered and taken care of by the chamber*
- *Members of the chamber will attend council meetings to update or answer questions the mayor, council or citizens may have*
- *Participate and assist the city with issues that have impact on economic topics. Example: license fees, mobile food trucks, signage discussions, sidewalk sales, downtown beautification, etc.*

Cost each city would provide the chamber:

- *Yearly fee of \$10 per business licenses in the city*
 - *Spanish Fork has 1,100 business licenses* *\$11,000*
 - *Salem has 173 business licenses* *\$1,730*

- For every 100 business licenses, the city would provide city owned building space to conduct chamber meetings or events. (example: if the city had 500 licenses the chamber could conduct up to 5 events in these spaces during the year)
- Cities with over 500 licenses, would provide the chamber office space in the city to be used by the chamber administrative staff to conduct the affairs of the chamber

Justification for the \$10 per license was calculated based on:

- The example of both cities costs are \$12,730 total yearly
- Our administration cost for two people is \$46,000 total yearly (Total revenue is \$56,000)
- 25-35% of administration time currently goes to the above benefit related items, this would amount to \$11,000-\$16,000 in admin costs.
- No value or pricing has been considered in the "feel good" events the chamber provides with volunteers and paid admin costs.

Mr. Tanner expressed that the Chamber wants to create a partnership. Mr. Tanner asked for comments on how the Council felt about the concept presented.

Mayor Andersen asked how many businesses license holders are Chamber members.

Mr. Tanner said approximately 250.

Cary Hanks commented that this is not new, other cities use this concept.

Councilman Davis asked what is the profit & loss for last year.

Mr. Tanner said they are neutral, what they bring in, they spend.

Councilman Davis asked what their plans are for the next year.

Mr. Tanner said that they do not see any big changes.

Ms. Hanks said they are planning to have some trainings provided by MATC. The Chamber is hoping this will be great education for our members.

Mayor Andersen asked what the Utah Valley Chamber is going to do to the Spanish Fork Salem Chamber. They seem to have an aggressive campaign and want to take over everything.

Cary Hanks said that the Utah Valley Chamber is not a small business supporter. Their lowest member cost is \$495.00 so a lot of businesses in Spanish Fork are not able to pay the high membership fee.

Mayor Andersen asked how the Chamber can help when industries and businesses that are interested in coming to Spanish Fork.

Mr. Tanner said the Chamber would be happy to help in whatever way they can. The City could allow the Chamber to be involved in a meeting or be made aware, because the Chamber usually doesn't know when that is happening.

97 Councilman Dart commented that when he first started on the council, the chamber was going
98 under. Cary Hanks and her team have brought the chamber back to life. Councilman Dart said
99 we do want to see businesses succeed because it helps the city.

100

101 Mayor Andersen said now we need to look at this as a partnership in the economic development
102 of Spanish Fork.

103

104 Councilman Leifson asked what the Chamber does for Salem.

105

106 Cary Hanks said Salem City has 22 members and the Chamber does not spend a lot of time over
107 there and they do not ask us to do a whole lot. Salem City pays \$1,500.00 for a membership.

108

109 Councilman Davis said he would like to see detail of next year's projection; the events, revenue,
110 loss, etc.

111

112 Mr. Tanner said the total number is provided in the handout. Total \$56,000, \$46,000 goes to
113 administration costs.

114

115 Seth Perrins said the chamber is a great resource of information. In the past the Chamber didn't
116 have that.

117

118 Discussion took place regarding the Chamber being able to stand on their own without the large
119 contribution from the City.

120

121 Dave Anderson asked about the Chambers fee structure for their businesses.

122

123 Ms. Hanks said the Chamber is on the lower end with the bigger cities and on the higher end with
124 the smaller cities. The Chamber would like to change to a tier structure.

125

126 Mr. Anderson said the Chamber has changed a lot from 6 or so years ago. Mr. Anderson said
127 that the focus is to spend our time on the businesses here and help them grow as well as trying
128 to bring new businesses in.

129

130 Mayor Andersen feels the discussion today has been good. The City Council will discuss this
131 concept and come to a decision.

132

133 **ADJOURN:**

134 Councilman Leifson made a **Motion** to **adjourn**.

135 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 1:13 p.m.

136

137 **ADOPTED:**

138

139

Angie Warner, Deputy Recorder

Tentative Minutes
Spanish Fork City Council Meeting
April 16, 2013

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; Dale Robinson, Parks & Recreation Director; Steve Adams, Public Safety Director; Angie Warner, Deputy Recorder; Officer Mark Byers, Ryan Rhees, Golf Pro; Paul Jamison, Recreation Supervisor; Bart Morrill, Parks Supervisor; Bill Bushman, Buildings & Grounds Supervisor; Steven Money, Fairgrounds Manager.

Citizens Present: Matt Money, Jordan Moore, Julien Baugh, Isaac Pickett, Josh Millward, Jerem Pickett, Jeff Chandler, Spencer Voorhees, Jamis Gardner, Londo Fawcett, Andrew Cowden, Steven Driggs, Maren Hauglid, Cary Hanks, Iralee Pace, Hyrum Johnson, Kim Olsen, Nancy Day, Patty Hansen, Sandy Harvey.

CALL TO ORDER, PLEDGE, RECOGNITION:

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

Hyrum Johnson led in the pledge of allegiance.

Utah Recreation & Parks Association Awards Presentation (URPA)

Kim Olsen, Executive Director of Utah Recreation & Parks Association, introduced Nancy Day, President and Patti Hansen, President Elect of URPA. Mr. Olsen said last month URPA held their annual conference where they recognize outstanding achievements.

Ms. Day presented to Mayor Andersen the Outstanding Facility Award for the new fairgrounds arena and the Outstanding Department Award for Spanish Fork City's Parks & Recreation Department.

PUBLIC COMMENTS:

Cary Hanks, Director of the Spanish Fork Salem Area Chamber of Commerce, announced the 21st Annual Chamber & Rotary Scholarship Golf Tournament on May 1st at 9:00am at the Spanish Oaks Golf Course.

Jan (unknown last name) asked the City Council to change the rules for when a dog bites a citizen. Jan (unknown last name) has a granddaughter that was bitten by a neighborhood dog and now the dog is back at its home. Jan (unknown last name) said they are cautious when they are outside because the dog, as well as another one owned by the same person, is always running free in the neighborhood.

Mayor Andersen said that staff is here tonight and heard this concern and there will be discussion about what else can be done.

48 Sandy Harvey expressed that she is happy that she chose Spanish Fork for her new home. Ms.
49 Harvey asked why the turn signals on the traffic lights do not work and she is concerned about
50 cars speeding by her home with the number of children present.

51
52 Mayor Andersen said that the police department can put the speed trailer on her street to help
53 with the speeding problem. Mayor Andersen explained that the turn signals usually work at the
54 busy hours.

55
56 **COUNCIL COMMENTS:**

57 Councilman Scoubes said that he will be attending the solid waste board meeting tomorrow.

58
59 Councilman Leifson said the City Council attended the Utah League of Cities & Towns
60 conference, which was a great training opportunity.

61
62 Councilman Davis said that this Saturday at the airport they will be honoring the Woodhouse
63 family because the airport was given the additional name of Woodhouse Field. Councilman Davis
64 thanked the parks & recreation department.

65
66 **SPANISH FORK 101:** Officer Mark Byers – Animals in Disasters

67
68 Mayor Andersen reminded everyone that tomorrow is the Great Utah Shake Out at 10:15am.

69
70 **CONSENT ITEMS:**

- 71 a. Minutes of Spanish Fork City Council Meeting – April 2, 2013
72 b. Airport Runway Extension AIP Project No. 3-49-0034-19/20 Change Order #1
73 c. Williams Agreement Amendment
74 d. Canyon View Park & Fairgrounds Caretaker Rental Contracts

75
76 Councilman Leifson made a **Motion** to **approve** the consent items.

77 Councilman Gordo **Seconded** and the motion **Passed** all in favor.

78
79 **PUBLIC HEARING:**

80 **Canyon Creek Zone Change – Including some 14 acres located at approximately 700 East**
81 **Chappel Drive. The proposal would change the zoning on some lands from Business Park to**
82 **Commercial 2 and the zoning on the other lands from Commercial 2 to Business Park.**

83 Dave Anderson said that Woodbury Corporation has requested changing the zoning of two
84 parcels. Mr. Anderson pointed out the location on the map in the area of 700 East Chappel
85 Drive. Mr. Anderson said it is projected that a hospital will be built on this site so it would need
86 to be zoned Business Park. Development Review Committee, Planning Commission and staff
87 recommend approval.

88
89 Councilman Davis made a **Motion** to move into Public Hearing.

90 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 6:35 p.m.

91
92 Mayor Andersen welcomed any public comment.

93
94 Londo Fawcett with SAPA, asked why the zone would need to be changed.

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96 Mr. Anderson said hospitals are permitted in the Business Park zone, not the Commercial 2 zone.

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Londo Fawcett opposes the proposal because it is not consistent with the SAPA building that would be in close proximity to it. Hospitals do not belong next to a noisy manufacturing facility.

Mr. Anderson said that he has not seen a site plan yet, but he assumes that the hospital will go to the north portion of the 70 acres.

Councilman Davis made a **Motion** to move out of Public Hearing.
Councilman Gordon **Seconded** and the motion **Passed** all in favor at 6:51 p.m.

Councilman Dart made a **Motion** to **approve** the Canyon Creek Zone Change. Including some 14 acres located at approximately 700 East Chappel Drive, changing the zoning on some lands from Business Park to Commercial 2 and the zoning on the other lands from Commercial 2 to Business Park.

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

NEW BUSINESS:

Report on formal request by Iralee Pace to amend Title 6 regarding kennels

Officer Mark Byers said this item was discussed with staff and Ms. Pace and a decision was made by staff to recommend that the ordinance not be changed.

Iralee Pace commented that Spanish Fork City is the only city that has this law. Ms. Pace reminded that she is not asking for more than 4 animals, she is only asking to have all 4 unaltered.

Mayor Andersen commented that if a person that wants to become a breeder as a business they have the option to do so in a commercial zone, where it is already allowed.

Iralee Pace said she does not believe in housing a bunch of breeding animals, she would like to breed family pets to sell.

Board Appointments – Marivene Zohner, Shade Tree Commission

Mayor Andersen would like to appoint Marivene Zohner to the Shade Tree Commission.

Councilman Dart made a **Motion** to **approve** the Mayor’s appointment of Marivene Zohner to the Shade Tree Commission.

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

Resolution #13-04 Proclaiming Arbor Day

Bill Bushman announced the Arbor Day celebration on April 25th & 26th. Riverview Elementary students will assist in planting trees at the Wildflower retention basin on April 25th at 9:30am. Then on April 26th at 9:30am Rees Elementary students will assist in planting trees at the retention basin at approximately 1280 East 400 North. Also, this is the 14th consecutive year that Spanish Fork City has received the Tree City USA Award.

Councilman Scoubes made a **Motion** to **approve** Resolution #13-04 Proclaiming Arbor Day.
Councilman Leifson **Seconded** and the motion **Passed** all in favor with a roll call vote.

Revisions to the signage regulations in Title 5

146 Dave Anderson said that this is a discussion item and staff will take back any recommendations
147 for changes, then, return for approval at a future meeting. Mr. Anderson highlighted some of the
148 requested changes. Mr. Anderson explained one of the requests is to allow taller signs in the
149 commercial areas. With the reconstruction of I-15 signs cannot be seen as well from the
150 freeway.

151
152 Councilman Davis suggested some changes. Councilman Davis disagrees with the Planning
153 Commission being the Land Use Authority. He feels the City Council should have final approval.
154 Then, he would like a change to require landscaping with signs. He would suggest saying "unless
155 waived" instead of landscaping, because some areas cannot be landscaped.

156
157 Mr. Anderson reviewed the discussions he had with businesses and what they would like in the
158 code.

159
160 Councilman Scoubes asked if the City could have a certain height standard in the code then if the
161 applicant would like to exceed the height standard the request would come to City Council.

162
163 Mr. Anderson said that is how the code reads right now.

164
165 Mayor Andersen asked how much time Mr. Anderson needs for this item.

166
167 Mr. Anderson said that staff would have it ready by the next City Council meeting.

168
169 Councilman Dart made a **Motion** to **continue** this item until the May 7, 2013 City Council
170 meeting.

171 Councilman Scoubes **Seconded** and the motion **Passed** all in favor.

172
173 **Proposed Preliminary Plat for the Spanish Highlands development - This proposal would amend**
174 **the approval of this project to include three additional lots.**

175 Dave Anderson said there are 3 lots in the middle of two developments and the development
176 property lines split the 3 lots. The two developers have come to an agreement that Spanish
177 Highlands will develop the 3 lots. The Development Review Committee, Planning Commission
178 and staff recommend approval.

179
180 Councilman Davis made a **Motion** to **approve** the Spanish Highlands Development Preliminary
181 Plat adding the three lots.

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

183
184 **ADJOURN:**

185 Councilman Dart made a **Motion** to **adjourn** to Closed Session to discuss Land Acquisition
186 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:31 p.m.

187
188 **ADOPTED:**

189
190 _____
Angie Warner, Deputy Recorder



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: May 1, 2013
Re: Easement Purchase Agreements for the 200 East Sewer Trunk Line

Staff Report

The waste water masterplan model showed that the trunkline from Williams Lane to the waste water treatment plant needed to be upgraded. We therefore have budgeted this year to construct a parallel Trunkline to meet the required capacity. This proposed trunkline was large enough that an alignment could not be found in the existing road. We therefore had to acquire easements along the road right of way to construct the line.

We recommend that the city council approve these easement agreements to purchase the needed easements along 200 East from: Blaine and Linda Evans for \$6,900; E&K Land Properties LLC for \$16,300; Evans Legacy LLC for the amount of \$6,500; and from Okelberry Trucking, LC for the amount of \$10,700. These purchase amounts are based on an appraisal and are allocated for in the current budget.

Attached: agreement



200 EAST SEWER TRUNK LINE PROJECT EASEMENT AGREEMENT

This agreement is entered between BLAINE B. EVANS & LINDA LEE EVANS (Owner) and SPANISH FORK CITY (City) for the purpose of constructing a new sewer trunk line along 200 East through the property owned by Owner.

WHEREAS, Owner is the owner of real property in Spanish Fork, Utah, Parcel Serial# 26:048:0088, Warranty Deed ENT 44777:1980 Recorded December 31, 1980; and

WHEREAS, City is desirous of obtaining an easement along 200 East through property owned by Owner for the purpose of constructing and maintaining Public Utilities.

THEREFORE, the parties mutually agree to the following terms and conditions:

1. The easement is described as follows:

BEGINNING AT A POINT LOCATED S00°15'58"E 845.49 FEET ALONG THE SECTION LINE AND EAST 1352.20 FEET FROM THE WEST QUARTER CORNER OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N02°23'43"E 221.01 FEET; THENCE S89°22'34"E 22.78 FEET; THENCE S02°28'59"W 221.02; THENCE S89°22'34"E 22.45 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.11 ACRES

2. When the City installs utilities through the easement granted herein, the contractor doing the installation shall be required to haul away and dispose of any debris which is removed during excavation. City shall cause the excavated site to be restored to the same or similar condition which existed prior to excavation.
3. City shall repair and replace all grass, flowers, shrubs, trees, fences, sprinkler systems, parking areas, walkways, asphalt concrete and any other improvements located on the easement property or adjacent property of Owner that may be damaged in the prosecution of any work City, its agents, servants, employees, or contractors, and shall otherwise restore the surface condition to the same or substantially the same condition that it was in prior to such work by City and leave the easement and adjacent property of Owner in a clean condition free of litter and debris.
4. City shall be responsible for all improvements and costs associated with this agreement.

5. Owner agrees that this is a Public Utility Easement in perpetuity for the installation, maintenance, repair and replacement of public utilities, sidewalks, and appurtenant parts thereof and the right to reasonable access to Owners property for the above described purposes. The easement shall run with the real property and shall be binding upon the Owner and the owner's successors, heirs and assigns.
6. City agrees to pay Owner \$6,900.00 for this agreement. Price is based on an appraisal dated January 31, 2013 prepared by Nielsen and Company Real Estate Appraisers and Consultants. Report # 13.018.C
7. City shall pay Owner within 30 days of recording said easement.

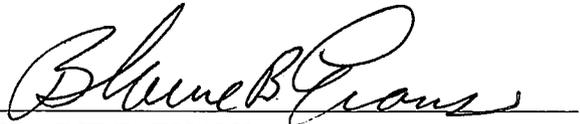
DATED this _____ day of _____, 2013

SPANISH FORK CITY By:

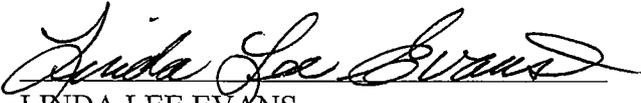
G. WAYNE ANDERSEN, Mayor

ATTEST:

KENT R. CLARK, Recorder



BLAINE B. EVANS



LINDA LEE EVANS

200 EAST SEWER TRUNK LINE PROJECT EASEMENT AGREEMENT

This agreement is entered between E&K LAND PROPERTIES, LLC (Owner) and SPANISH FORK CITY (City) for the purpose of constructing a new sewer trunk line along 200 East through the property owned by Owner.

WHEREAS, Owner is the owner of real property in Spanish Fork, Utah, Parcel Serial# 26:048:0099, Warranty Deed ENT 107403:2012 Recorded December 6, 2012; and

WHEREAS, City is desirous of obtaining an easement along 200 East through property owned by Owner for the purpose of constructing and maintaining Public Utilities.

THEREFORE, the parties mutually agree to the following terms and conditions:

1. The easement is described as follows:

BEGINNING AT A POINT LOCATED S00°15'58"E 1353.62 FEET ALONG THE SECTION LINE AND EAST 1328.59 FEET FROM THE WEST QUARTER CORNER OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N02°23'43"E 508.57 FEET; THENCE S89°22'34"E 22.45 FEET; THENCE S02°24'48"W 96.71 FEET; THENCE S02°26'22"W 190.05 FEET; THENCE S02°19'04"W 137.33 FEET; THENCE S01°34'21"W 76.50 FEET; THENCE S72°08'08"W 25.09 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.26 ACRES

2. When the City installs utilities through the easement granted herein, the contractor doing the installation shall be required to haul away and dispose of any debris which is removed during excavation. City shall cause the excavated site to be restored to the same or similar condition which existed prior to excavation.
3. City shall repair and replace all grass, flowers, shrubs, trees, fences, sprinkler systems, parking areas, walkways, asphalt concrete and any other improvements located on the easement property or adjacent property of Owner that may be damaged in the prosecution of any work City, its agents, servants, employees, or contractors, and shall otherwise restore the surface condition to the same or substantially the same condition that it was in prior to such work by City and leave the easement and adjacent property of Owner in a clean condition free of litter and debris.
4. City shall be responsible for all improvements and costs associated with this agreement.

5. Owner agrees that this is a Public Utility Easement in perpetuity for the installation, maintenance, repair and replacement of public utilities, sidewalks, and appurtenant parts thereof and the right to reasonable access to Owners property for the above described purposes. The easement shall run with the real property and shall be binding upon the Owner and the owner's successors, heirs and assigns.
6. City agrees to pay Owner \$16,300.00 for this agreement. Price is based on an appraisal dated January 31, 2013 prepared by Nielsen and Company Real Estate Appraisers and Consultants. Report # 13.018.C
7. City shall pay Owner within 30 days of recording said easement.

DATED this _____ day of _____, 2013

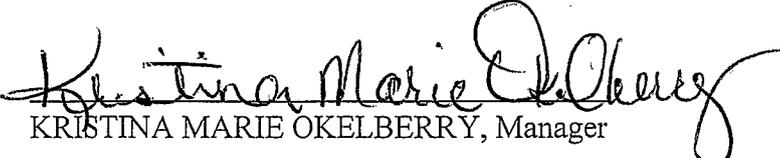
SPANISH FORK CITY By:

G. WAYNE ANDERSEN, Mayor

ATTEST:

KENT R. CLARK, Recorder

E&K LAND PROPERTIES, LLC By:


KRISTINA MARIE OKELBERRY, Manager

200 EAST SEWER TRUNK LINE PROJECT EASEMENT AGREEMENT

This agreement is entered between EVANS LEGACY, LLC (Owner) and SPANISH FORK CITY (City) for the purpose of constructing a new sewer trunk line along 200 East through the property owned by Owner.

WHEREAS, Owner is the owner of real property in Spanish Fork, Utah, Parcel Serial# 26:048:0100, Deed of Reconveyance ENT 2031:2013 Recorded January 8, 2013; and

WHEREAS, City is desirous of obtaining an easement along 200 East through property owned by Owner for the purpose of constructing and maintaining Public Utilities.

THEREFORE, the parties mutually agree to the following terms and conditions:

1. The easement is described as follows:

BEGINNING AT A POINT LOCATED S00°15'58"E 624.67 FEET ALONG THE SECTION LINE AND EAST 1362.47 FEET FROM THE WEST QUARTER CORNER OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N02°23'43"E 336.67 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF UTAH SOUTHERN RAILROAD; THENCE N53°11'33"E ALONG SAID RIGHT-OF-WAY 11.91 FEET; THENCE S01°09'57"W 113.67; THENCE S01°33'41"W 81.82 FEET; THENCE S02°23'05"W 108.32 FEET; THENCE S89°22'34"E 9.92 FEET; THENCE S02°25'41"W 40.02 FEET; THENCE N89°22'34"W 22.78 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.1035 ACRES

2. When the City installs utilities through the easement granted herein, the contractor doing the installation shall be required to haul away and dispose of any debris which is removed during excavation. City shall cause the excavated site to be restored to the same or similar condition which existed prior to excavation.
3. City shall repair and replace all grass, flowers, shrubs, trees, fences, sprinkler systems, parking areas, walkways, asphalt concrete and any other improvements located on the easement property or adjacent property of Owner that may be damaged in the prosecution of any work City, its agents, servants, employees, or contractors, and shall otherwise restore the surface condition to the same or substantially the same condition that it was in prior to such work by City and leave the easement and adjacent property of Owner in a clean condition free of litter and debris.

4. City shall be responsible for all improvements and costs associated with this agreement.
5. Owner agrees that this is a Public Utility Easement in perpetuity for the installation, maintenance, repair and replacement of public utilities, sidewalks, and appurtenant parts thereof and the right to reasonable access to Owners property for the above described purposes. The easement shall run with the real property and shall be binding upon the Owner and the owner's successors, heirs and assigns.
6. City agrees to pay Owner \$6,500.00 for this agreement. Price is based on an appraisal dated January 31, 2013 prepared by Nielsen and Company Real Estate Appraisers and Consultants. Report # 13.018.C
7. City shall pay Owner within 30 days of recording said easement.

DATED this _____ day of _____, 2013

SPANISH FORK CITY By:

G. WAYNE ANDERSEN, Mayor

ATTEST:

KENT R. CLARK, Recorder

EVANS LEGACY, LLC By:



TERRY EVANS, Manager

200 EAST SEWER TRUNK LINE PROJECT EASEMENT AGREEMENT

This agreement is entered between OKELBERRY TRUCKING, L.C. (Owner) and SPANISH FORK CITY (City) for the purpose of constructing a new sewer trunk line along 200 East through the property owned by Owner.

WHEREAS, Owner is the owner of real property in Spanish Fork, Utah, Parcel Serial# 26:048:0092, Warranty Deed ENT 52050:2010 Recorded June 23, 2010; and

WHEREAS, City is desirous of obtaining an easement along 200 East through property owned by Owner for the purpose of constructing and maintaining Public Utilities.

THEREFORE, the parties mutually agree to the following terms and conditions:

1. The easement is described as follows:

BEGINNING AT A POINT LOCATED S00°15'58"E 1645.33 FEET ALONG THE SECTION LINE AND EAST 1316.54 FEET FROM THE WEST QUARTER CORNER OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N02°02'50"E 297.81 FEET; THENCE N72°38'27"E 25.25 FEET; THENCE S01°34'21"W 56.56 FEET; THENCE S02°04'02"W 64.85 FEET; THENCE S01°57'48"W 152.33 FEET; THENCE S02°39'28"W 43.88 FEET; THENCE S89°13'02"W 11.44 FEET; THENCE N44°22'04"W 17.38 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.17 ACRES

2. When the City installs utilities through the easement granted herein, the contractor doing the installation shall be required to haul away and dispose of any debris which is removed during excavation. City shall cause the excavated site to be restored to the same or similar condition which existed prior to excavation.
3. City shall repair and replace all grass, flowers, shrubs, trees, fences, sprinkler systems, parking areas, walkways, asphalt concrete and any other improvements located on the easement property or adjacent property of Owner that may be damaged in the prosecution of any work City, its agents, servants, employees, or contractors, and shall otherwise restore the surface condition to the same or substantially the same condition that it was in prior to such work by City and leave the easement and adjacent property of Owner in a clean condition free of litter and debris.
4. City shall be responsible for all improvements and costs associated with this agreement.

5. Owner agrees that this is a Public Utility Easement in perpetuity for the installation, maintenance, repair and replacement of public utilities, sidewalks, and appurtenant parts thereof and the right to reasonable access to Owners property for the above described purposes. The easement shall run with the real property and shall be binding upon the Owner and the owner's successors, heirs and assigns.
6. City agrees to pay Owner \$10,700.00 for this agreement. Price is based on an appraisal dated January 31, 2013 prepared by Nielsen and Company Real Estate Appraisers and Consultants. Report # 13.018.C
7. City shall pay Owner within 30 days of recording said easement.

DATED this _____ day of _____, 2013

SPANISH FORK CITY By:

G. WAYNE ANDERSEN, Mayor

ATTEST:

KENT R. CLARK, Recorder

OKELBERRY TRUCKING, L.C. By:


KRISTI M OKELBERRY, Manager



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



200 E SEWER PROPERTY
200 E AND WILLIAMS LANE

DRAWN:	CJH	REVISION	BY	DATE
DESIGN:	LCS			
CHECK:	LCS			
DATE:		5-1-13		

SCALE: 1" = 100'

DRAWING #: 1

Memo

Date: April 30, 2013
To: Mayor and City Council
From: Chief Steve Adams

Regarding: Personal Legal Representation for Officers

For some time I have been working on getting personal legal representation for officers after a major incident namely officer involved shooting and officer involved death or deadly force cases.

I have met with Dave, Seth and Junior; all are in agreement that this is something that should be offered.

I am purposing that personal legal representation of officers is paid for by the city until or unless the incident and facts indicate officer(s) did not act within their legal responsibilities. I have verbally secured Allen & Easton Attorneys at Law LLC as the firm that will be called to represent the officer if the contract is accepted by you.

It is my and I am sure each of your hope that we never have to use this, I do feel that we should have this in place in the event that we do have the need.

City Attorney Junior Baker has drafted a contract agreement. I therefore submit this agreement for your review and potential approval.

AGREEMENT

Agreement made and executed this 7th day of May, 2013, by and between **Spanish Fork City**, hereinafter referred to as "City" whose address is 40 S. Main Spanish Fork, Utah 84660 and **John Allan**, hereinafter referred to as "Allan" whose address is ALLAN & EASTON 1892 North 1120 West Provo, Utah 84604, hereinafter referred to as **ALLAN**.

1. SERVICES TO BE PERFORMED

Allan agrees to perform the following services for City:

a. To provide competent, professional legal primary representation to certain peace officers of Spanish Fork City, who are full-time, part-time, or reserve sworn peace officers, whether on- or off-duty and acting actually, apparently, or purportedly for a law enforcement purpose at the time of an "officer involved incident."

b. To provide legal representation to those officers only when the officer is involved in an "officer involved incident," defined as an incident which occurs within Spanish Fork City, or within another jurisdiction if the officer is acting in his official capacity as an officer of Spanish Fork City in that other jurisdiction, and is:

- i. Any intentional or accidental shooting, whether or not a fatality results.
- ii. Any intentional or accidental use of any other dangerous or deadly weapon against another person, if a fatality results.
- iii. Any fatal injury, whether intentionally or accidentally caused, which results from the use of a motor vehicle by an officer while on-duty.
- iv. Any fatality of any person who is in police custody excluding deaths which are the result of disease, natural causes, or conditions which have been diagnosed prior to death.
- v. Any fatality which results from the efforts of an officer attempting to effect an

arrest or otherwise gain physical control of another while the employee is on-duty or acting in an official capacity as an officer of Spanish Fork City.

c. The legal representation to be provided shall only include an initial consultation with the affected officer and representation and advice during the interviews of the affected officer by the peace officer(s) investigating the officer involved incident.

d. The legal representation to be provided shall not include any representation of the affected officer for any internal, disciplinary, or fitness for duty investigations, any criminal court action involving the officer, or for any matter or issue not specifically addressed in this Agreement.

e. The legal representation shall be provided only if requested by the Spanish Fork City Police Chief or his designee. Response shall be made within two hours after receipt of the request.

2. COMPENSATION

City agrees to pay Allan as consideration for the services listed in paragraph one hereof, the following:

The sum of \$200.00 per hour during normal office hours and \$250.00 per hour after normal office hours. Allan will provide an after hour phone number and be available 24 hours a day for response. Payment shall be made within 30 days after receipt of a statement by City identifying the officer or officers represented.

3. BACK UP

In the event Allan is unavailable due to being out of town or ill, John Easton or Lindsay Jarvis, of the law firm Allan & Easton, shall act as backup and shall perform the same services identified in this Agreement for the same sum. All of the responsibilities, obligations, and opportunities of this contract are binding on Easton or Jarvis, as the case may be, if he or she

is called upon to act as back up to Allan. Easton and Jarvis shall also provide to the police department an after hour's phone number.

4. INDEPENDENT CONTRACTOR

Both parties agree that Allan shall be deemed an independent contractor in the performance of this Contract. As such, Allan shall have no authorization, express or implied, to bind City to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any act as agent for City except as expressly set forth herein. The compensation provided for herein shall be the total compensation payable hereunder by City.

City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Allan. Allan is not to be considered an agent or employee of City for any purpose, and the employees of Allan are not entitled to any of the benefits that Spanish Fork City provides for its employees. This Agreement is not an exclusive contract for either party.

5. INDEMNIFICATION AND INSURANCE

Allan agrees to indemnify and hold City harmless from any and all liability whatsoever, which may arise from Allan's performance of his obligations under this Agreement. This obligation to indemnify shall include reasonable attorneys' fees and all other reasonable costs which may arise from Allan's actions.

Allan agrees that he will carry and maintain, for the full term of this Agreement, malpractice insurance with limits of not less than five hundred thousand dollars (\$500,000.00) per occurrence insuring against any and all liability of City which may arise from Allan's actions or omissions. Allan shall furnish a Certificate of Insurance to City evidencing that Allan has professional liability insurance.

6. CONFLICT OF INTEREST

Allan agrees that it will provide representation to an affected peace officer only if doing so would not result in a conflict of interest with City.

7. TERM AND TERMINATION

Until terminated under the provisions of this paragraph, this Agreement shall continue on a year to year basis. The parties agree that either party shall have the right at any time after the effective date of this Agreement to terminate the Agreement for any reason, by giving the other party thirty (30) days' written notice sent by United States Postal Service, first class mail, postage prepaid to the address given at the beginning of this Agreement. If notice is so given, this Agreement shall terminate upon the expiration of the thirty (30) calendar days and the liability of the parties hereunder for the further performance of the terms of the terms of this Agreement shall thereupon cease, but neither party shall be relieved of the duty to perform its obligations up to the date of termination.

8. DEFAULT

In the event either party shall institute any action or proceed in against the other relating to the provisions of this Agreement, or any default hereunder, then, and in that event, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for reasonable attorneys' fees and court costs incurred by the successful party.

9. NON-ASSIGNMENT

This Agreement shall not, nor shall any interest in this Agreement, be assignable, as to the interest of Allan, except for the back-up person identified in paragraph 3.

10. MODIFICATION OF AGREEMENT

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed on the date listed above.

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

Kent R. Clark, City Recorder

JOHN ALLAN

JOHN EASTON

LINDSAY JARVIS



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: April 30, 2013
Re: River Trail Debris and Tree Removal Project, Change Order 3 to Extend Project to a Number of Properties who's Owners have Agreed to Allow the Work to be Done

Staff Report

The city has contracted with Barney Inc. to remove debris and invasive trees along the Spanish Fork River. This project is funded with an NRCS grant that requires a 25% city match. The bid to perform this work came in well under budget so this is to request a change order to extend the project to some property owners along the river that have agreed in writing to allow the work done on their property.

We recommend that the city council approve change order 3 to Barney Inc, for the amount of \$37,574.25. There is enough currently approve budget to pay for this change order.

Attached: change order



Spanish Fork City

Contract Change Order

Change Order Number: **3**

Contract for	Barney, Inc.	Date	4/10/2013
Owner	Spanish Fork City		
To	GL# 81815362		

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
Site 1 Extra debris removal (Residential Area) South side of the river approx. - 1225 feet		\$22,454.25
Site 2 Extra debris removal (Residential Area) South side of the river - approx. 1400 feet		\$15,120.00
TOTALS :	\$0.00	\$37,574.25
NET CHANGE IN CONTRACT PRICE :	\$0.00	\$37,574.25

JUSTIFICATION:

We have extra money from the NRCS Grant and have extended the project to use these funds

The amount of the contract will be increased by the sum of : Thirty Seven Thousand Five Hundred Seventy Four
and 50/100 Dollars \$37,574.25

The contract total including this and previous change orders will be : Two Hundred Thirty Thousand Six Hundred Eight
and 12/100 Dollars \$230,608.12

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

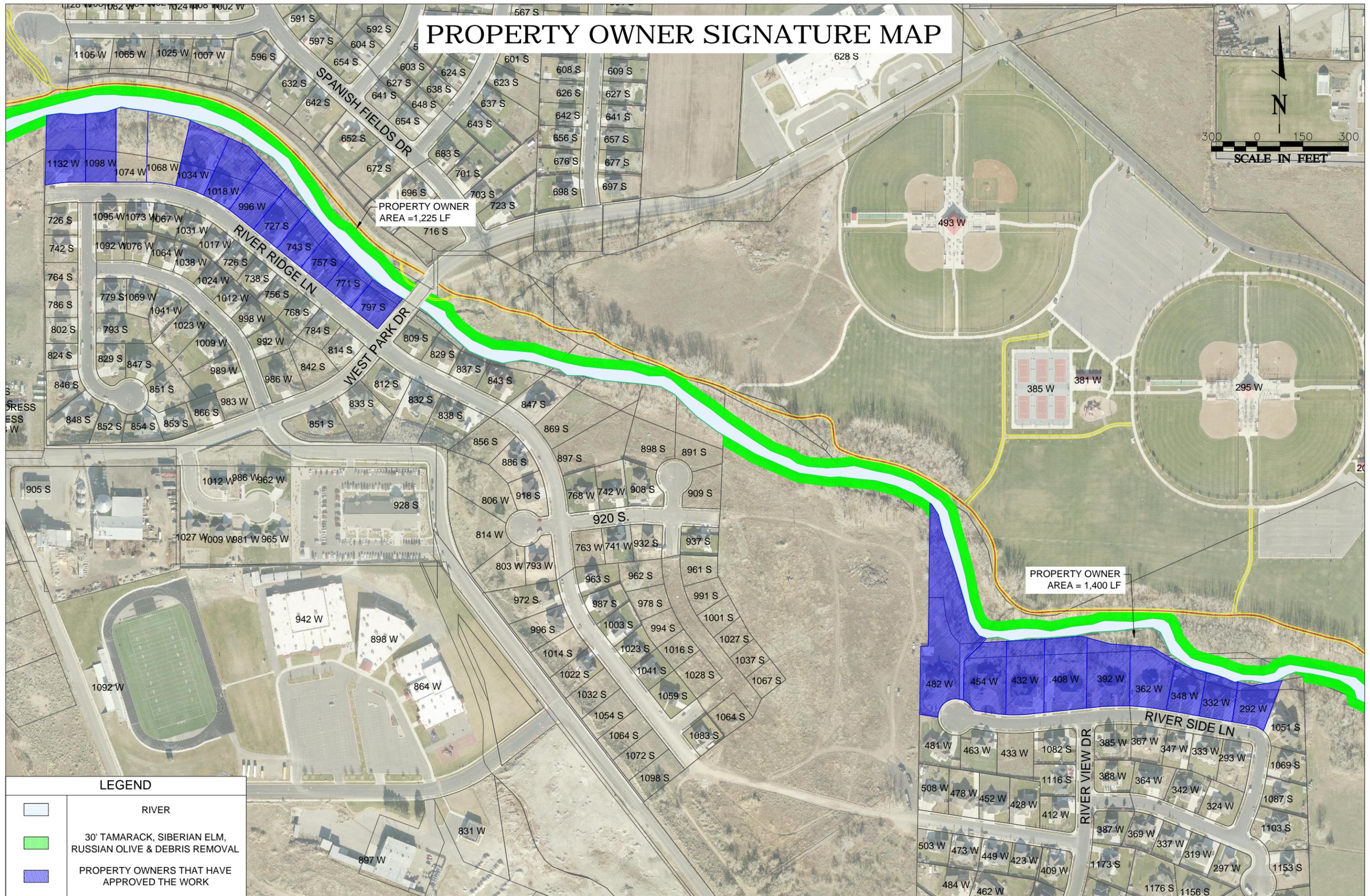
Recommended: _____ Date: _____
Engineering Division Manager

Approved: _____ Date: _____
Public Works Director

Approved: _____ Date: _____
Mayor

Accepted: _____ Date: _____
Contractor

PROPERTY OWNER SIGNATURE MAP



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

SPANISH FORK RIVER TRAIL
PROPERTY OWNER SIGNATURE MAP
RIVER TRAIL TREE & DEBRIS REMOVAL

DRAWN:	JLR	REVISION	BY	DATE
DESIGN:	LCS			
CHECK:	CMT			
DATE:	4/29/2013			
SCALE:	1"=300'			
DRAWING #:	1			

LEGEND	
	RIVER
	30' TAMARACK, SIBERIAN ELM, RUSSIAN OLIVE & DEBRIS REMOVAL
	PROPERTY OWNERS THAT HAVE APPROVED THE WORK

ORDINANCE NO. 06-13

ROLL CALL

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

I MOVE this ordinance be adopted:

I SECOND the foregoing motion:

ORDINANCE 06-13

AN ORDINANCE AMENDING THE CITY'S SIGN REGULATIONS

WHEREAS, Spanish Fork City has adopted a sign ordinance in order to regulate sizes and locations of signs so as to protect property values, equalize business opportunities, provide for a vibrant commercial economy, and accommodate the safe flow of traffic, both vehicular and pedestrian; and

WHEREAS, as economic development occurs and technology changes, the sign ordinance needs to be updated to provide the intended benefits to businesses and residents; and

WHEREAS, needs have changed, justifying a change in the sign ordinance;

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

I.

Spanish Fork Municipal Code §§5.26.020 (General Provisions), 030 (Prohibited Signs), 040 (Permitted Permanent Signs), 050 (Permitted Temporary Signs), 060 (Billboards), 070 (Nonconforming Signs), and 090 (Permits and Fees) are hereby amended and renumbered, §5.36.090 (Exempt Signs) is hereby repealed, and two new sections, §5.26.020, entitled "Definitions" and §5.36.100, entitled "Remedies and Violations" are created as follows:

5.36.020. Definitions.

Political Campaign: An effort to elect a candidate to elective office or to pass or defeat a measure appearing on the ballot of a primary, general, or special election.

Sign: Any device used for visual communication which is intended to attract the attention of the public

and is visible from the public rights-of-way or other properties. The term "sign" shall not include any flag, badge or insignia of any governmental unit nor shall it include any item of merchandise normally displayed within a show window of a business.

Sign, A-frame: Are portable signs, usually equilateral triangular shaped, such that the short side provides a base for two sign copies facing opposite directions.

Sign, Awning: Signs which are placed on or integrated into a fabric or other material canopies which are mounted on the exterior of a building.

Sign, Banner: A sign made of fabric or other pliable material.

Sign, Billboard: A freestanding ground sign which is designed or intended to draw attention to a business, product, or service that is not sold, offered, or existing on the property where the sign is located.

Sign, Directional: An on-premise sign that includes information assisting in the flow of pedestrian or vehicular traffic such as enter, exit, and one-way.

Sign, Directory: A sign, other than an identification sign, listing the names, uses, or locations of the various businesses or activities conducted within a building or group of buildings, which is centrally located and intended to provide on-site directions.

Sign, Freestanding: A sign which is erected on its own self-supporting permanent structure, detached from any supporting elements of a building.

Sign, Menu Board and Preview Menu Board: A permanently mounted sign displaying the menu and prices for a drive thru restaurant.

Sign, Monument: A freestanding sign whose sign face extends to the ground or to a base.

Sign, Nonconforming: A sign lawfully erected and maintained prior to the adoption of this ordinance which does not conform with the requirements of this ordinance.

Sign, Permanent: A sign intended and designed for permanent display in a fixed location.

Sign, Pylon: A freestanding sign other than a monument sign, erected and maintained on a mast(s) or pole(s) and not attached to any building.

Sign, Projecting: A sign attached to a building or other structure and extending in whole or in part more than fourteen (14) inches beyond the building.

Sign, Reader Panel: A sign designed to permit immediate change of copy either manually or electronically.

Sign, Temporary: A sign not intended or designed for permanent display.

Sign, Wall: A sign mounted flat against and projecting less than fourteen (14) inches from, or painted on the wall of a building with the exposed face of the sign parallel to the face of the wall.

Sign, Window: Temporary or Permanent signs affixed to the interior or exterior of a window, or placed immediately next to a window pane so as to attract the attention of persons outside the building.

5.36.030 General Provisions.

1. All signs shall comply with the City's Clear Vision Area requirements.
2. All signs shall be structurally designed, constructed, and maintained in accordance with all applicable provisions of the current edition of the building code adopted by the Utah Uniform Building Code Commission.
3. Signs shall not be located in a manner which interferes with pedestrian travel or poses a hazard to pedestrians.
4. Signs may be illuminated or non-illuminated, unless otherwise restricted herein. The source of the sign's illumination shall not be visible from any street, sidewalk, or adjacent property. This shall not preclude the use of neon sign elements.
5. Freestanding signs shall be incorporated within a landscaped planter area of at least twenty-five square feet, unless waived by the Development Review Committee.
6. Sign area shall be measured as follows:
 - a. Sign copy mounted or painted on a background panel or area distinctively painted, textured, or constructed as a background for the sign copy shall be measured as that area contained within

- the sum of the smallest rectangle(s) that will enclose both the sign copy and the background.
- b. Sign copy mounted as individual letters or graphics against a wall, fascia, mansard, or parapet of a building or other structure that has not been painted, textured or otherwise altered to provide a distinctive background for the sign copy shall be measured as a sum of the smallest rectangle(s) that will enclose each word and each graphic in the total sign.
7. Sign height shall be measured as the vertical distance from the top of the highest element of the sign or sign structure to the base of the sign, or native grade of the site if the base of the sign extends more than one (1) foot above the native grade.

5.36.040 Prohibited Signs

Any sign not specifically permitted by this ordinance is prohibited.

5.36.050 Permitted Permanent Signs

Permanent signs are limited to on-site advertising, may be illuminated or non-illuminated, must be located outside of any Clear Vision Areas, Reader Boards are permitted, and permanent signs are subject to meeting any applicable requirements found in the current edition of the building code adopted by the Utah Uniform Building Code Commission.

1. Wall Signs.
 - a. A primary wall sign may not occupy more than fifteen (15) percent of the flat wall area of the primary elevation.
 - b. Secondary wall signs are allowed provided they do not exceed five (5) percent of that wall area.
 - c. The permitted sign area for a wall may be divided into more than one sign provided that the signs do not cumulatively exceed the allowed sign area for that particular wall.
 - d. Permanent window signs shall count as wall signs for purposes of calculating maximum allowable sign area.
2. Monument Signs.

Monument Signs shall be permitted for churches, schools, individual businesses, and multi-tenant developments. One monument sign shall be permitted per street frontage for each development unless a pylon sign is installed on that frontage. Monument signs shall be limited to the following criteria unless a Project Signage Plan is approved:

 - a. Monument signs must have at least a one (1) foot high pedestal.
 - b. The illuminated cabinet or message display area may not exceed five (5) feet in height for a total of six (6) feet.
 - c. The maximum copy area per side of a monument sign is forty-eight (48) square feet.

Monument signs shall be permitted for individual businesses and multi-tenant developments. One monument sign shall be permitted per street frontage for each development unless a pylon sign is installed on that frontage.
3. Pylon Signs.

Pylon signs are permitted for non-residential individual businesses and multi-tenant developments that occupy sites that are one acre in size or larger. One pylon sign shall be permitted per street frontage for each development unless a monument sign is installed on that frontage. Pylon signs shall be limited to the following criteria unless a Project Signage Plan is approved:

 - a. Pylon signs that advertise retail uses, including restaurants:
 - i. May be a maximum of thirty-five (35) feet in height.
 - ii. May not exceed two-hundred (200) square feet in size unless specifically authorized herein.
 - b. Pylon signs that advertise non-retail businesses and developments :
 - i. May be a maximum of fifteen (15) feet in height.
 - ii. May not exceed sixty (60) square feet in size unless specifically authorized herein.
4. Directional Signs.

Directional signs, when required to assist the flow of traffic, may not exceed six (6) square feet in copy area or a height of three (3) feet.

5. Directory Signs.

Directory signs, when required to identify businesses or buildings in multi-tent or multi-building developments, are not to exceed six (6) feet in height and forty-eight (48) square feet of copy area.

6. Projecting Signs

Projecting signs may extend up to six feet from a building façade, so long as they do not project into a public right-of-way, and may contain thirty-six square feet of copy area on each side.

7. Menu Boards.

One (1) preview menu board and one (1) ordering menu board are allowed for each drive-thru business. Preview menu boards and ordering menu boards may not exceed six (6) feet in height or twenty-four (24) square feet in copy area.

8. Project Signage Plans.

Application may be made to have a Project Signage Plan approved to permit taller signs with greater copy area, as well as additional signs as part of a Project Signage Plan. Qualifying projects must contain at least 5 acres in area and must have at least 50,000 square feet of building space. Developments with Project Signage Plans may have monument signs and pylon signs which exceed the height and area requirements set forth in this Chapter. Applicants may also request that a greater number of signs be allowed than what this Chapter otherwise permits.

Applications for Project Signage Plans are made by submitting detailed descriptions of the proposed signs and proposed sign locations to the Community Development Department. The application will be forwarded to the Planning Commission for recommendation, and to the City Council for approval. In reviewing applications for Project Signage Plan approval, the Planning Commission and City Council shall consider the impact of the proposed signs on surrounding properties, the advantages the proposed signage may create in generating commerce in Spanish Fork City, the aesthetics of the proposed signs, and visibility from travel lanes on State or Federal highways.

Once approved, Project Signage Plans may not be modified without making new application with the City.

5.36.060 Permitted Temporary Signs

Temporary signs must be located outside of any Clear Vision Areas and conform to the provisions found in this Chapter. Government entities and non-profit organizations may install temporary signs on public and private property to give notice of events and functions. Temporary signs are limited to on-site advertising unless expressly allowed for in this Chapter.

1. Banner Signs.

Banner signs must be affixed to the building façade so as to be secure and flush to the wall surface. Banner Signs are permitted to advertise as many as four (4) thirty (30) day periods each year for each property. One roof-mounted banner sign is permitted for each residential subdivision. Roof-mounted banner signs may not extend above the roofline of the structure they are installed upon. Roof-mounted banner signs must be located on a home in the subdivision they are advertising. Roof-mounted banner signs may not be larger than sixteen (16) feet by forty (40) feet.

2. Freestanding Temporary Signs.

Freestanding temporary signs may be constructed of a variety of materials and shall be securely installed so as to be immovable without some measure of disassembly. Freestanding temporary signs may be up to eight (8) feet tall and may have up to thirty-two (32) square feet of copy area on each side unless, further restrictions are described below:

- a. One (1) freestanding temporary sign may be installed to advertise vacant parcels of land that are five (5) acres or larger unless the parcel has frontage on more than one (1) public right-of-way. Should the parcel have frontage on more than one (1) public right-of-way, then an additional freestanding temporary sign may be installed for each additional frontage.
- b. One (1) freestanding temporary sign may be installed to advertise vacant non-residential buildings unless the parcel has frontage on more than one (1) public right-of-way. Should the parcel have frontage on more than one (1) public right-of-way, then an additional freestanding

temporary sign may be installed for each additional frontage.

- c. Two (2) freestanding temporary signs may be installed to advertise residential subdivisions. Two (2) off-site freestanding temporary signs per builder are allowed, subject to obtaining a sign permit. Off-site freestanding temporary signs must contain the name of the development and its address. For purposes of regulating off-site directional signs, a development is recognized as a residential subdivision by having a currently approved preliminary plat.
- d. One (1) temporary freestanding sign is allowed on a construction site. The temporary freestanding sign may identify the name of the project, the names of the developer, contractor, architect, subcontractor, and financier of the project and the projected completion date. The sign may only be installed after building permits have been issued for the project. The sign shall be removed prior to the issuance of a certificate of occupancy for the project.
- e. One (1) temporary freestanding sign is allowed to advertise a home or vacant lot. Temporary freestanding signs that advertise a home or vacant lot may be up to six (6) feet tall and may have up to twelve (12) feet in copy area on each side.
- f. Two (2) off-site temporary freestanding signs are permitted for each open house for the sale of property. Each sign shall have a maximum area of six (6) square feet and a maximum height of three (3) feet. Signs must be placed on private property with the permission of the owner or lessee of the property.
- g. Freestanding temporary signs may be used to advertise political campaigns. Temporary freestanding signs that advertise political campaigns may be installed as soon as a candidate files for elective office, or, for other issues on the ballot, as soon as the issue is qualified to be on the ballot, and must be removed within seven (7) days following the election. Temporary freestanding signs that advertise political campaigns in residential zoning districts shall have a maximum height of five (5) feet and a maximum copy area of six (6) square feet. Temporary freestanding signs that advertise political campaigns in non-residential zoning districts shall have a maximum height of eight (8) feet and a maximum copy area of thirty-two (32) square feet.
- h. Freestanding temporary signs may be used to advertise polling locations. Temporary freestanding signs identifying a location as a polling place may be placed ten (10) days prior to an election. Such signs shall not support a candidate or cause, but merely identify the polling place and provide other general information about the upcoming election.

3. A-frame Signs.

A-frame signs may not exceed sixteen (16) square feet of overall size. One A-frame sign is allowed per business and may only be placed in the front of the business. A-frame signs may be placed in the public right-of-way so long as they are not in a travel lane, parking lane, road shoulder, or obstructs pedestrian travel on a sidewalk. A-frame signs must be sufficiently secured so that it won't readily fall over or otherwise create a hazard to persons or property. A-frame signs may only be displayed during open business hours in commercial and industrial zoning districts. A-frame signs shall be maintained in a well-kept condition.

4. Window Signs.

Window signs may be used for business identification and advertising of any service, product, person, business, place, or activity on the premises. Window signs may cover up to fifty (50) percent of the area of the window on which the sign is located.

5.36.070 Billboards

Billboards are permitted in the following locations and subject to the following restrictions:

1. Billboards are permitted:
 - a. Along I-15 from 3100 North to 1600 North and mile post number 259 to mile post number 258 (heading south). These billboards must be at least 500 feet from any other billboard on the same side of the interstate highway and located in an industrial zone.
 - b. Along State Road 6 from the junction with Highway 89 southeasterly for 0.84 miles. These billboards must be at least 750 feet from any other billboard on the same side of the highway

and located in an industrial zone.

2. Must be within 100 feet of I-15 or US Highway 6.
3. Must be at least 400 feet from any R-1 or R-3 residential districts.
4. Cannot exceed a height of fifty (50) feet or twenty-five (25) feet above roadway grade level, whichever is less.
5. May be double-faced or back-to-back if the separation of panels does not exceed five (5) feet.
6. Each side may have a sign area not to exceed 675 square feet.
7. Footing and structure details must be furnished to the City Building Official prior to issuance of a building permit.
8. Must be monopole. The monopole and all appurtenances to the sign must be painted black.
9. Utah Department of Transportation must issue a permit for the proposed location prior to commencing construction, or prior to City conducting any inspections pursuant to its permit.

5.36.080 Nonconforming Signs

Nonconforming signs shall be removed or brought into conformance with this ordinance when:

1. More than fifty percent (50%) of the reproduction cost of the sign or sign structure has been damaged or destroyed or has deteriorated to such an extent that the cost of repairs exceeds fifty percent (50%) of the reproduction cost of the sign or sign structure.
2. The property undergoes development or redevelopment in accordance with the Design Review section of Title 15.

5.36.090 Permits and Fees

1. Building and sign permits shall be obtained prior to erecting, placing, constructing or altering any sign except window signs, freestanding temporary signs that advertise open houses for the sale of property, freestanding temporary signs that advertise a home or vacant lot, freestanding temporary signs that advertise political campaigns, freestanding temporary signs that advertise polling locations, and A-frame signs.
2. The permit fees shall be in the amount established by City Council resolution or in the annual budget.
3. An application for a sign permit shall be made on forms provided by the Community Development Department. The following information will be required on all sign permit applications:
 - a. Address of the property.
 - b. Business name of the applicant.
 - c. Business owner's name, address, and telephone number.
 - d. Sign contractor's name, address, and telephone number.
 - e. Valuation of the sign(s).
 - f. Inventory of all existing signs on the property showing the type, dimensions, and location of each sign.
 - g. Fully dimensioned plans and elevations showing the dimensions, design copy, and location of each proposed sign.
 - h. Plans indicating the scope and structural detail of the work to be done; including details of all connections, supports, footings, and materials.
 - i. Required information for an electrical permit for all electric signs.
 - j. Color, material, and letter samples when the sign is subject to design review.

5.36.100 Remedies and Violations.

1. Signs placed on public property or in public rights-of-ways may be removed without notice.
2. Violations of this Chapter are Class C Misdemeanors.

II.

This ordinance shall become effective twenty days after passage and publication

DATED this 7th day of May, 2013

Attest:

Kent R. Clark, City Recorder

G. WAYNE ANDERSEN, Mayor

ORDINANCE NO. 07-13

ROLL CALL

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

I MOVE this ordinance be adopted:

I SECOND the foregoing motion:

ORDINANCE No. 07-13

AN ORDINANCE AMENDING THE SPANISH FORK MUNICIPAL CODE TO CONFORM TO NEW STATE RULES CONCERNING BURNING

WHEREAS, the State of Utah, Division of Environmental Quality has adopted new rules for open burning, which are in conflict with the existing Spanish Fork requirements, necessitating the need to amend the City Code concerning burning requirements;

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

I.

Spanish Fork Municipal Code §8.28.040 is hereby amended as follows:

8.28.040 Outdoor Burning

A. Spanish Fork City hereby expressly prohibits outdoor burning with the

exceptions identified hereafter and in Utah Code Annotated §11-7-1(2)(a).

- B. Open burning shall be permitted in the following instances:
1. In devices for the primary purpose of preparing food, such as outdoor grills and fireplaces;
 2. Campfires and fires used solely for recreational purposes where such fires under the control of a responsible person and the fuel is clean, dry wood or charcoal;
 3. In indoor fireplaces and residential solid fuel burning devices except as provided in rules promulgated by the Division of Environmental Quality and published in the Utah Administrative Code;
 4. Burning of prunings from trees, bushes, and plants, including dead or diseased trees, bushes, and plants, including stubble, when such burning is incident to horticultural or agricultural operations and the burning is located on property which is *not* zoned residential;
 5. Burning of weed growth along ditch banks for clearing ditches for irrigation purposes;
 6. Controlled heating of orchards or other crops during the frost season to lessen the chances of their being frozen, so long as the emissions are consistent with the requirements identified in Utah Administrative Code, R307-202-3(3).
- C. Open burning shall be permitted in the following instances:
1. During open burn periods, with a properly issued permit, and in accordance with the permit requirements set forth in Utah Administrative Code, R307-202-7.

In the event that the Spanish Fork City Fire Department receives a complaint of violation of any of the above instances, and an investigation by the Fire Department determines that there is a violation, the Fire Department may extinguish any such blaze or fire.

II.

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

Dated this 7th day of May, 2013

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder



Staff Report to City Council

Agenda Date:	May 7, 2013
Staff Contacts:	Dale Robinson
Reviewed By:	
Subject:	Utah County Municipal Recreation Grant Application

Background Discussion:

I am once again submitting an application for the Utah County Municipal Recreation Grant. This grant application requires the approval of the council along with the Mayor's signature before it will be considered. The project I am submitting this year is to construct Mountain Bike Trails in the area above the reservoir so that enthusiasts can have a place close by to ride without hauling their bikes up the canyon. Fact, they can ride their bikes from home in many cases to access this area and never get in the car. There is a local group of volunteers who are willing to do much of the work on these trails. If funds permit we would also like to build a bike park (location yet to be determined, possibly the urban forest area) where riders can develop and improve their skills. This is similar to a skate park but is created using dirt to form mounds, jumps, turns and other obstacles. This would provide a place for the BMX bike enthusiasts to hone their skills. Our grant allocation this year would be \$20,616.15. We feel that if we get sufficient volunteer help that this could be enough money to construct both facilities. If not, our main objective this year is the trails.

Budgetary Impact:

This grant is 100% reimbursed once the project is completed. If awarded we will include the funded amount in the first budget revision after July. The project then must be completed and submitted for reimbursement by the end of October. The County will disperse funds to the City upon receipt of payment verification and supporting documentation.

Recommendation:

Staff recommends that the council approve this project for the grant application and authorizes the Mayor to sign it.

Attachments: None



REDEVELOPMENT AGENCY MEETING

PUBLIC NOTICE is hereby given that the Redevelopment Agency of Spanish Fork, Utah, will hold a public meeting in the City Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on May 7, 2013**.

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 – [November 6, 2012](#)

3. NEW BUSINESS:

- a. FY 2014 Tentative RDA Budget

ADJOURN:

* Supporting documentation is available on the City's website www.spanishfork.org

Notice is hereby given that:

- In the event of an absence of a quorum, agenda items will be continued to the next regularly scheduled meeting.
- By motion of the Spanish Fork City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed executive meeting for any of the purposes identified in that Chapter.

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

**Tentative Minutes
Redevelopment Agency Meeting
November 6, 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: David Oyler, City Manager; Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Dave Anderson; Community Development Director; Chris Thompson, Public Works Director; Dale Robinson, Parks & Recreation Director; Kent Clark City Recorder/Finance Director; Steve Adams, Public Safety Director; Angie Warner, Deputy Recorder.

Citizens Present: Flora Clarke, Lyle Evans, Bryson Evans, Joseph Burrows, Logan Lawson, Rebecca Burrows, Cris Child, Charles Graham, Daniel Graham, Stuart Holley, Jackson Jensen, Alex Woidka, Mark Holley, Mitchel Jenkins, Adam Jenkins, Elijah Rea, Nancy Johnson, Mason Johnson, Brook Monroe, Bryce Marshall, Cameron Monroe, Russell Graham, Joe Graham, Juli Pullman, Kimberlee Armstrong, James Armstrong, Joyce Nuttall, Stephen Nuttall, Maxim Burov, Cary Hanks, Tami-li Negus, Deana Anderson, Colby Sharp, Ryan Sharp.

ADJOURN TO RDA MEETING

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

Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 6:58 p.m.

CONSENT ITEMS

- a. Minutes of Spanish Fork City Redevelopment Agency Meeting – June 19, 2012

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

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

NEW BUSINESS

Incentive Funding Agreement

Junior Baker said this agreement includes the City providing \$1,025,000.00 to the RDA for incentive funding to assist with bringing businesses to Spanish Fork. Before the money is spent the RDA will review it and as the projects come the committee will approve them if desired.

Councilman Dart made a **Motion** to approve the Incentive Funding Agreement.

Councilman Leifson **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 7:02 p.m.

ADOPTED:

Angie Warner, Deputy Recorder