



## 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 October 15, 2013**.

### AGENDA ITEMS:

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

- a. Pledge, led by invitation

#### 2. PUBLIC COMMENTS:

Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comment will be limited to three minutes per person. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing. The Mayor or Council may restrict the comments beyond these guidelines.

- a. \* [Agenda Request –Kevin Payne](#)

#### 3. COUNCIL COMMENTS:

#### 4. SPANISH FORK 101: 2013 General Election Voter Information –Kent Clark

#### 5. CONSENT ITEMS:

These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.

- a. \* [Minutes of Spanish Fork City Council Meeting – October 1, 2013](#)
- b. \* [1850 North Sewer Siphon 2013 Project, Change Order 1](#)
- c. \* [Easement Agreement with Swenson Properties, LLC](#)
- d. \* [Lobbyist Agreement with Marcus Faust](#)

#### 6. PUBLIC HEARING:

- a. \* [Ordinance #16-13 Abandoning Sewer and Electric Easements in the Canyon Creek Development](#)
- b. \* [Park View Zone Change –This proposal involves changing the zoning for some 16 acres located north of Volunteer Drive, east of Main Street to Commercial 2 and R-3.](#)
- c. \* [Cerna Zone Change –This proposal involves changing the zoning for a parcel located west of 689 North Lynnbrook Drive.](#)

#### 7. NEW BUSINESS:

- a. \* [Springville Spanish Fork Water Connection Agreement](#)
- b. \* [Cold Springs Front Collection System Bid](#)
- c. \* [Approval of Election Poll Workers](#)
- d. \* [Rock Cove Plat B Preliminary Plat –The proposal would create two lots located at 2401 East 1170 South.](#)
- e. \* [Larsen Preliminary Plat –This proposal would allow for the construction of a three unit structure at 880 East 600 North.](#)

\* 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 804-4531.

- f. \* Canyon Creek Phase 3 Preliminary Plat –This proposal would create commercial lots located at 500 East Kirby Lane.
- g. \* North Park Amended Preliminary Plat –This proposal would create commercial lots located at 500 East 1000 North.
- h. \* Resolution #13-10 Authorizing the Mayor to Request an Audit of the SWUA

**8. \* ADJOURN TO REDEVELOPMENT AGENCY:**

**9. CLOSED SESSION:**

**a. Land Acquisition & Transactions**

*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:**

## Angie Warner

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**Sent:** Wednesday, October 09, 2013 8:41 PM  
**To:** awarner@spanishfork.org; webmaster@spanishfork.org  
**Subject:** Agenda RequestagendaSubject

Values submitted by the user:

first\_name - Kevin

last\_name - Payne

address - [REDACTED]

city - Spanish Fork

state - UT

zip - 84660

contactphone - [REDACTED]

email - [REDACTED]

agendaSubject - Question about new 700E. roadway detailed - I would like to take just a few minutes to ask what can be done to help quickly resolve the ongoing sidewalk / easement dispute that has developed when someone in the the city failed to honor our 12/19/2007 settlement agreement. Please consider this as several city Employees have urged me to resolve this as quickly as possible so they can finish roadway improvements.

secCode - 71449

submit - submit

Tentative Minutes  
Spanish Fork City Council Meeting  
October 1, 2013

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

Staff Present: 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; John Bowcut, IS Director; Angie Warner, Deputy Recorder.

Citizens Present: Josh Henderson, Chris Chadwick, Kaden Chacon, Ian Nielsen, Matthew Chadwick, Joey Olague, Todd Flake, Darin Bartholomew, Ethan Hansbrow, Brian Hansbrow, Cole Williams, Weston Spannheimer, Lance Jensen, Terri Jensen, Carlos Packard, Trent Packard, Cary Hanks, Mike Mendenhall, Chad Argyle, Caden Blair, Carter Blair, Chip Blair, Josh Millward, Kaleb Lott, Mike Barks, Drew Barks, Matt Money, Cole Christensen, Joshua Judkins, Matt Baugh, Julien Baugh, Carter Allen, Austin Wilson, Weston Thompson, Brandon Johnson, Alex Cook, Austin Cook, Dana Whitehead, Tom Bankhead, Julie Smith.

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

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

Lance Jensen led in the pledge of allegiance.

**PUBLIC COMMENTS:**

Tom Bankhead said he is in the process of developing some property and would like to request from the City Council to have the water requirements changed so the smaller lots do not have to provide as much at the larger lots. Mr. Bankhead turned the time over to his partner.

Julie Smith said they have spoken with City Staff and water engineers. Ms. Smith read her request for the City to change to a scale to determine the amount of surface water required for developments.

Chris Thompson clarified that the requirement for the City is 1 acre foot per lot. The City uses the Dunford Decree to figure the out how much water rights produce depending on river flows.

Mayor Andersen said we can discuss this request to see which way is best.

Cary Hanks, Executive Director of the Spanish Fork Salem Area Chamber of Commerce said the Harvest Moon Hoorah had a great turnout. Ms. Hanks said the Scarecrow Contest has started and the Trick or Treat on Main Street will be Saturday October 26<sup>th</sup>.

Bryce Walker announced "Ancient America", a free event, will be October 7<sup>th</sup> at 6:30pm at Maple Mountain High School.

**COUNCIL COMMENTS:**

48 Councilman Davis said the Fiesta Days committee has picked John & Lenna Mendenhall as the  
49 Vice Chair Members. Councilman Davis said they are also looking at adding the soapbox derby  
50 as an event for Fiesta Days.

51  
52 Councilman Scoubes thanked all those involved with the Harvest Moon Hoorah. It was a great  
53 turnout and next year will be the 10<sup>th</sup> year.

54  
55 **SPANISH FORK 101:** SFCN vs. iProvo & UTOPIA – John Bowcut

56  
57 **CONSENT ITEMS:**

58 Department Directors gave a brief summary of their item(s) below.

- 59 a. **Minutes of Spanish Fork City Council Meeting – September 17, 2013**  
60 b. **Miscellaneous Concrete Sites 4 & 5, Change Order 1**

61  
62 Councilman Gordon made a **Motion** to **approve** the consent items.  
63 Councilman Leifson **Seconded** and the motion **Passed** all in favor.

64  
65 **PUBLIC HEARING:**

66 **FY 2014 Budget Revision #1**

67 Kent Clark said this budget was finalized in August and there are projects that did not get  
68 completed in the FY2013 budget. Mr. Clark said this revision shows those projects carried over,  
69 plus a few additional changes. The budget will go from approximately \$62 million to \$70 million.  
70 Mr. Clark reviewed the proposed changes to the budget.

71  
72 Councilman Dart made a **Motion** to move into Public Hearing.  
73 Councilman Leifson **Seconded** and the motion **Passed** all in favor at 7:01p.m.

74  
75 Mayor Andersen welcomed public comment.

76  
77 There was none.

78  
79 Councilman Davis made a **Motion** to move out of Public Hearing.  
80 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 7:01p.m.

81  
82 Councilman Scoubes made a **Motion** to **approve** the FY2014 Budget Revision #1.  
83 Councilman Leifson **Seconded** and the motion **Passed** all in favor.

84  
85 **NEW BUSINESS:**

86 **Ordinance #18-13 Amending the Spanish Fork Municipal Code to Prohibit the Possession or**  
87 **Consumption of Beer in Parks**

88 Junior Baker said the City follows state code, which used to ban beer in parks, but now it does  
89 not allow liquor in public parks, but their definition of liquor does not include beer. Mr. Baker  
90 presented and reviewed the details of the proposed Ordinance #18-13 below.

91  
92 *Spanish Fork Municipal Code §9.04.030 is hereby amended as follows:*

93  
94 ***9.04.030 Alcohol Regulations***

95 *A. The criminal provisions of Title 32B of Utah Code Annotated, as it may be amended from time to*  
96 *time, are hereby adopted by reference and are made a part of the ordinances of Spanish Fork City as fully*  
97 *as if set out in the body of the Municipal Code and shall take effect and be controlling within the limits of the*  
98 *City.*

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- B. For purposes of unlawful consumption of liquor as set forth in U.C.A. §32B-4-421, the following definitions shall apply:
  - 1. A public building shall have that meaning set forth in U.C.A. §32B-1-102(82);
  - 2. Park shall mean publicly owned property dedicated to relaxation and/or recreational activities, including any parking lots or parking areas associated with such park. Park shall include areas designated as a park by the City, public fairgrounds, ball fields or other recreational fields, publicly owned gun clubs or related facilities, publicly owned "green spaces," and public trails, including jogging paths, bicycle, and horse trails. Parks shall also include any buildings, pavilions, or other structures located in such areas. Parks shall not include golf courses or designated over-night camping areas;
  - 3. Stadium means a structure with tiers of seats for spectators.

**II.**

Spanish Fork Municipal Code Title 9, Chapter 48 entitled "Beer Regulations" is hereby enacted as follows:

**Chapter 9.48 Beer Regulations**

**9.48.010 Restrictions on the Sale, Possession, and Consumption of Beer**

- A. It is unlawful for any person to sell beer, light beer, malt liquor, malted beverage, or other alcoholic beverages through a drive up window.
- B. It is unlawful for any person to possess or consume beer in any public building, public park or public stadium. Public building, park and stadium shall have the meanings defined in §9.04.030.
- C. It is a Class B Misdemeanor to violate any provision of this Chapter.

Councilman Dart made a **Motion** to **approve** the Ordinance #18-13 Amending the Spanish Fork Municipal Code to Prohibit the Possession or Consumption of Beer in Parks.  
 Councilman Gordon **Seconded** and the motion **Passed** all in favor with a roll call vote.

**DISCUSSION:**

**Cell Tower Lease Extension**

Junior Baker said that American Towers currently has a lease with the City for a cell tower up the canyon. They are requesting to have an extension for 40 years. Since that is far longer than we have approved, Mr. Baker would like direction from the City Council to provide a number of years that the City Council agrees on.

Mayor Andersen asked what increases this contract has.

Mr. Baker said the original lease has a 4% increase per year.

Seth Perrins commented that if the City agrees with the 40 years and something came up, the City would probably have to buy out the contract.

Councilman Leifson did not agree with the 40 years but would be more comfortably with 10-15 years.

Mayor Andersen agreed with Councilman Leifson on the 10-15 years.

Councilman Dart agreed with 15 years.

Junior Baker will convey 15 years back to the tenant.

**ADJOURN:**

153 Councilman Dart made a **Motion to adjourn**.  
154 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 7:19 p.m.  
155  
156 ADOPTED:  
157  
158 \_\_\_\_\_  
Angie Warner, Deputy Recorder



# Memo

To: Mayor and City Council  
From: Chris Thompson P.E., Public Works Director/City Engineer  
Date: October 15, 2013  
Re: 1850 North Sewer Siphon 2013 Project, Change Order 1

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## Staff Report

### RECOMMENDED ACTION

Ratification of the 1850 North Sewer Siphon 2013 Project Change Order 1 to Sunroc for the amount of \$27,997.36.

### BACKGROUND

The waste water masterplan found two major deficiencies in our existing sewer collections system: this siphon and the 200 East trunkline. Both projects are under construction and should be completed this year.

During the design phase of this project city maps showed that there were not any sewer force mains coming in to the area of the proposed siphon. It was felt that these force mains connected well up stream of the area. We consulted with the waste water division staff and they felt like the maps were accurate. During construction, however, we learned that there were actually two force mains coming in to this manhole and both would be need to be relocated upstream.

### DISCUSSION

One of the major features of this project is the fact that the original siphon will be left in place as an overflow for maintenance purposes or if the new siphon was ever plugged. It is therefore important that all force mains come in upstream of both siphons so that either could be used.

Attached: change order



## INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Spanish Fork City, a municipality of the State of Utah, located at 40 South Main Street, Spanish Fork, Utah 84660, and Springville City, a municipality of the State of Utah, located at 110 South Main, City, Utah 84663.

### RECITALS

A. Springville and Spanish Fork have made an interconnection between the two cities' water systems, which connection is located at approximately 2987 South 2000 West in Springville, Utah and approximately 3049 North 350 East in Spanish Fork, Utah (the "Water Connection"). A set of plans for the Water Connection is attached as Exhibit "A."

B. The cities installed the Water Connection to be used on a temporary basis for emergency purposes.

C. Springville and Spanish Fork acting pursuant to Sections 11-13-101, *et seq.*, of the Utah Code Annotated elect to approve this Interlocal Agreement for the purpose outlining how the Water Connection will be utilized and maintained between the two cities.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, Spanish Fork and Springville agree to the following:

#### **Section 1. Purpose.**

This Agreement has been established and entered into between Spanish Fork City and Springville City for the purpose of agreeing to the terms under which the two cities will utilize the Water Connection.

#### **Section 2. Effective Date and Duration.**

a. The governing body of each party shall approve this Agreement as required by the Interlocal Cooperation Act. This Agreement shall become effective on the date that both parties approve, execute and file it with the person who keeps the records of each party.

b. This Agreement shall be for a period of 50 years or for as long as the Water Connection is utilized by the parties, whichever is shorter. This Agreement may only be terminated by either (1) the mutual agreement of the parties, or (2) one party providing the other party with a one-year written notice of termination.

c. This Agreement shall be reviewed as to proper form and compliance with applicable law by an attorney for each of the parties.

**Section 3. Administration of Interlocal Cooperation Agreement.**

The parties to this Agreement do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement. The parties agree that, pursuant to Section 11-13-207 of the Utah Code Annotated, the parties' Public Works Directors, or their designees, shall act as the administrators responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational change in the parties.

**Section 4. Water Connection Use.**

The parties agree that the Water Connection shall only be used when the following conditions are met:

- a. The party supplying the water through the Water Connection has a sufficient amount of water to meet its own needs and supply water to the other party,
- b. The water is needed for an emergency purpose, and
- c. The use of the water will be for a temporary duration.

Each of the parties' Public Works Directors must agree that the above conditions are met before the Water Connection is opened.

**Section 5. Maintenance.**

Both parties shall be equally responsible for all maintenance and repair costs associated with normal wear and tear to the Water Connection. In the event that either party damages the Water Connection beyond normal wear and tear, the party causing the damage shall be responsible for the repair costs.

**Section 6. Payments.**

The parties agree that water that passes through the Water Connection shall be billed at the rate of \$1.09 per 1,000 gallons to the party using the water. The billing rate may be adjusted by the mutual agreement of the parties. The party being billed shall have thirty (30) days to make payment on the bill.

The meter is equipped with an automatic meter reading system that Spanish Fork is equipped to read. When the Water Connection is opened, Spanish Fork shall read the system and provide all readings to Springville. The party that provides water shall be responsible to send a bill for payment to the other party.

**Section 7. Manner of Holding, Acquiring or Disposing of Property**

Each party shall be equally responsible for the risk of loss, including, but not limited to, the destruction or damage, caused to, by, or associated with the Water Connection. If this Agreement is terminated, the Water Connection shall remain closed, and/or the connection shall be severed and the meters removed so that water cannot physically pass from one system to the other system.

**Section 8. Indemnification**

Both parties to this Agreement agree to defend, indemnify and save harmless the other party for damages, claims, suits, and actions arising out of the negligent acts or omissions of its own officers or agents in connection with this Agreement.

**Section 9. Filing of Agreement**

A copy of this Agreement shall be placed on file in the Office of the City Recorder of each party and shall remain on file for public inspection during the term of this Agreement.

**Section 10. Notice of Default; Corrective Action**

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

**Section 11. Rights and Remedies**

In the event of any breach hereunder and after the lapse of the cure period as per Section 10 of this Agreement, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah then in effect. The rights and remedies of the parties hereto shall not be mutually exclusive, but shall be cumulative in all effects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

**Section 12. Governing Law, Jurisdiction, and Venue**

All questions with respect to the construction of this Agreement and all rights and liability of the parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Utah County, State of Utah.

**Section 13. Costs of Enforcement**

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party's costs (including, but not limited to, court fees and expert witness costs) and attorneys' fees associated with the enforcement of this Agreement.

#### **Section 14. Notice**

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, certified mail, in the United States mail addressed to a party at the address given above. Notice shall be mailed to the attention of each City's Manager or Administrator at the above addresses. Either party may notify the other to designate a different address for mailing.

#### **Section 15. Miscellaneous**

a. **Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

b. **Entire Agreement.** This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

c. **Amendments.** This Agreement may be modified only by a writing signed by each of the parties hereto.

d. **Not Assignable.** This Agreement is specific to the parties hereto and is therefore not assignable.

e. **Captions.** The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

f. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

g. **Gender and Number.** The singular number includes the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each

includes corporation, limited liability company, partnership, or other legal entity when the context so requires.

h. **Waiver or Forbearance.** No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

**SPRINGVILLE CITY**

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

Attest:

By: \_\_\_\_\_  
Venla Gubler, Springville City Recorder

(Springville City Seal)

APPROVED AS TO FORM

By \_\_\_\_\_  
John Penrod, Springville City Attorney

**SPANISH FORK CITY**

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

Attest:

\_\_\_\_\_  
Kent R. Clark, Spanish Fork City Recorder

(Spanish Fork City Seal)

APPROVED AS TO FORM

By: \_\_\_\_\_  
S. Junior Baker, Spanish Fork City Attorney



State of Utah

GARY R. HERBERT  
*Governor*

GREG BELL  
*Lieutenant Governor*

Department of  
Environmental Quality

Amanda Smith  
*Executive Director*

DIVISION OF DRINKING WATER  
Kenneth H. Bousfield, P.E.  
*Director*

May 14, 2013

Chris Thompson  
Spanish Fork City  
40 S. Main Street  
Spanish Fork, Utah 84660

Brad Stapley  
Springville City  
110 South Main Street  
Springville, Utah 84663

Dear Mr. Thompson and Mr. Stapley:

Subject: **Plan Approval**, Emergency interconnection between Spanish Fork City (WS016), System #25003, File #09329 and Springville (WS015), System #25005, File #09330

On April 30, 2013, the Division of Drinking Water (the Division) received the plans and specifications for the emergency interconnection between Spanish Fork and Springville cities from your consultant, Marv Allen of Hansen Allen and Luce.

Our understanding of the project is installation of a new 10-inch ductile iron pipe connecting the two water systems, including a bi-directional meter and isolation valves on either side of the meter (identified in the Division's inventory database as consecutive connection WS016 for Spanish Fork City and WS015 for Springville City). It is our understanding that this is to be an emergency connection to be used by either entity at times when the individual system cannot keep up with demands such as in the case of a fire. In emergency situations, the connection would be accessed by manually turning valves, which are normally closed. Your consultant also stated that the pressure zones for these two water systems are similar at the interconnection site.

We have completed our review of the plans and specifications, stamped and signed by Marv Allen, P.E. and dated May 10, 2013, and find they basically comply with the applicable portions of Utah's Administrative Rules for Public Drinking Water Systems in R309. On this basis, **the plans for the emergency interconnection between Spanish Fork and Springville cities are hereby approved.**

Chris Thompson and Brad Stapley

Page 2

May 14, 2013

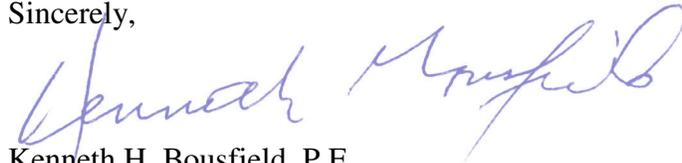
This approval pertains to construction only. **An operating permit must be obtained from the Director before the interconnection may be put in service.** A checklist outlining the items required for operating permit issuance is enclosed for your information.

Approvals or permits by local authority or county may be necessary before beginning construction of this project. As the project proceeds, notice of any changes in the approved design, as well as any change affecting the quantity or quality of the delivered water, must be submitted to the Division. We may also conduct interim and final inspections of this project. Please notify us when actual construction begins so that these inspections can be scheduled.

This approval must be renewed if construction has not begun or if substantial equipment has not been ordered within one year of the date of this letter.

If you have any questions regarding this letter, please contact Tammy North, of this office, at (801) 536-4293, or Ying-Ying Macauley, Engineering Section Manager, of this office, at (801) 536-4188.

Sincerely,



Kenneth H. Bousfield, P.E.

Director

TN

Enclosure — Operating Permit Checklist

cc: Terry Beebe, Env. Director, Utah County Health Department, [terry@utah.gov](mailto:terry@utah.gov)  
Marv Allen, Hansen Allen and Luce, [mallen@hansenallenluce.com](mailto:mallen@hansenallenluce.com)  
Tammy North, Division of Drinking Water, [tnorth@utah.gov](mailto:tnorth@utah.gov)

DDW-2013-005340

## DIVISION OF DRINKING WATER

### Checklist for Operating Permit (per Utah Administrative Code R309-500-9)

The following items must be submitted and found to be acceptable for all projects for operating permit issuance with the exception of distribution lines and distribution lines with booster pumps and pressure-reducing valves. *[Distribution system projects may be placed into service prior to submittal of all items or issuance of operating permit if a water system has officially designated a professional engineer responsible for the entire water system and if this designated engineer has received a Certification of Rule Conformance by a P.E. and proof of satisfactory bacteriological result. In this case, a public water system will submit all items needed for obtaining an operating permit for specific distribution system project even after the new waterlines has been placed into service as determined by the water system's designated professional engineer.]*

- Utah Registered Engineer's Certification of Rule Conformance that all conditions of plan approval (including conditions set forth by the Executive Secretary in any conditional approval letter) have been accomplished.
- Utah Registered Engineer's statement of what plan changes, if any, were necessary during construction and a Certification of Rule Conformance that all of these changes were in accordance with applicable Utah Administrative Code, *R309-500 through R309-550, Drinking Water Facility, Construction, Design, and Operation Rules*.
- As-built drawings have been received at the Division (unless no changes were made to the previously submitted and approved pre-construction drawings).
- Confirmation that as-built drawings have been received by the water system (unless no changes were made to the previously submitted and approved pre-construction drawings).
- Evidence of proper flushing and disinfection in accordance with the appropriate ANSI/AWWA Standards.
  - ANSI/AWWA C651-05 AWWA Standard for Disinfecting Water Mains
    - Two consecutive sample sets (each 1200 feet, end-of-line, each branch, etc.), none positive, at least 24 hours apart.
  - ANSI/AWWA C652-02 AWWA Standard for Disinfection of Water-Storage Facilities
    - One or more samples, none positive.
  - ANSI/AWWA C653-03 AWWA Standard for Disinfection of Water Treatment Plants
    - Two consecutive samples per unit, none positive, no less than 30 minutes apart.
  - ANSI/AWWA C654-03 AWWA Standard for Disinfection of Wells
    - Two consecutive samples, none positive, no less than 30 minutes apart.
- Water quality data, where appropriate. *[Guidance: Include appropriate raw and finished water data that demonstrate the performance of treatment facility. Storage tank water should be analyzed for residual volatile organic compounds after tank interior painting or coating.]*
- Confirmation that water system owner has been provided with O&M manuals for any new facilities.
- Location data of new storage tank, treatment facility, or source, if applicable.



## MEMO

To: Mayor and Council  
From: S. Junior Baker  
Date: 27 September 2013  
Re: Swenson Easement Agreements

On the City Council agenda for October 15, is a consent item for the purchase of a public utilities easement from Swenson Properties LLC (Mary Carol) located in the area where IHC is planning the hospital. This will accommodate the relocation of the existing electric line so the IHC project can proceed. This purchase was discussed during the council meeting on September 17<sup>th</sup>, when the IHC development agreement was approved.

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



## EASEMENT PURCHASE AGREEMENT

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

1. City agrees to purchase and Swenson agrees to sell a thirty foot wide public utilities easement across real property owned by Swenson located in Spanish Fork, City, Utah County and more particularly described as follows:

A portion of the Southeast Quarter of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian described as follows: Beginning at a point located  $N0^{\circ}18'18''W$  along the Section Line 1129.93 feet and West 6.27 feet from the Southeast Corner of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian (Basis of Bearing:  $S0^{\circ}18'06''E$  along the Section Line from the Northeast Corner to the East 1/4 Corner of said Section 18); thence  $S89^{\circ}53'55''W$  828.36 feet; thence northeasterly along the arc of a 464.00 foot radius non-tangent curve to the left (radius bears:  $N24^{\circ}40'03''W$ ) 63.01 feet through a central angle of  $7^{\circ}46'50''$  (chord:  $N61^{\circ}26'32''E$  62.96 feet); thence  $N89^{\circ}53'55''E$  775.14 feet; thence southwesterly along the arc of a 4951.00 foot radius non-tangent curve to the right (radius bears:  $N86^{\circ}13'00''W$ ) 30.07 feet through a central angle of  $0^{\circ}20'53''$  (chord:  $S3^{\circ}57'26''W$  30.07 feet) to the point of beginning.  
Containing 0.55 acres.

2. City is desirous of obtaining the easement upon the terms and conditions set forth herein.
3. City will pay the sum of \$24,062.50 for the easement. The full purchase price is due upon Swenson executing the easement.
4. City will also ensure that construction does not interrupt irrigating.
5. The title to the property shall be conveyed to City by a formal easement to be

recorded with the Utah County Recorder, and shall be vested in the name of Spanish Fork City.

6. City has heretofore investigated the property and determined that it is suitable for its purposes. City therefore accepts the property "as is."
7. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superseded hereby. This agreement may only be amended by a written agreement entered into between the parties.
8. If any action, suit, or proceeding is brought by a party with respect to a matter governed by this agreement, all costs and expenses of the prevailing party in such action, suit, or proceeding, including reasonable attorneys fees, shall be paid by the non-prevailing party.

DATED this 15th day of October, 2013.

SPANISH FORK CITY by:

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

Attest:

\_\_\_\_\_  
KENT R. CLARK, Recorder

SWENSON PROPERTIES, L.L.C. by:

\_\_\_\_\_  
MARY CAROL SWENSON, Member

## MEMORANDUM OF AGREEMENT

### I. PARTIES

This Memorandum of Agreement is by and between Marcus G. Faust, P.C.; a professional corporation engaged in the practice of law, hereinafter "MGFPC," and the cities of Payson, Salem, and Spanish Fork, hereinafter called "CITIES."

MGFPC: Marcus G. Faust, P.C. is located at 332 Constitution Avenue, NE, Washington, D.C. 20002.

CITIES: The City of Spanish Fork (40 South Main Street Spanish Fork, Utah 84660). The City of Payson (439 West Utah Avenue Payson, Utah 84651). The City of Salem City (30 West 100 South Salem, Utah 84653).

### II. RESPONSIBILITIES

Pursuant to the terms of the Memorandum of Agreement, MGFPC will serve as attorney, consultant, and government relations advisor to the CITIES in Washington, D.C. and in Utah, as needed. In this role, MGFPC will report to and receive guidance from the Mayor and City Attorney of each city and undertake such activities as they may direct, including:

1. Work with the Cities to develop and implement strategies to enhance the cities' water services including treatment, distribution and supply projects.
2. Monitoring, advocacy and information gathering with the Federal Government with respect to water related issues and other such matters, which the CITIES may have interest in. Specifically, MGFPC will advocate for the CITIES' water strategies before the Federal Agencies including but not limited to the Bureau of Reclamation, Environmental Protection Agency, and Corps of Engineers including requests for grant assistance, and such other matters of interest to the CITIES.
3. Actively lobby the Congress and specifically the Utah Congressional delegation on behalf of the interests of the CITIES, as needed. This will involve arranging meetings for personnel of the CITIES with elected officials or staff as may be necessary; the preparation of testimony and briefing papers; assisting an

devising strategy; the implementation of that strategy with respect to the House and Senate Committees; and members of the Utah Congressional delegation.

4. Provide office and administrative support services to personnel from the CITIES while in Washington, D.C.
5. Travel as may be authorized by the City Attorney of each city.

### III. DURATION

This Memorandum of Agreement shall begin on September 1, 2013 and it shall remain in effect for one year. The contract shall be renewed annually thereafter provided that either party may cancel the contract with thirty days notice without cause.

### IV. FEES

In consideration for the above-referenced services to be performed by MGFPC annually from the date of the Memorandum of Agreement, Payson, Spanish Fork and Salem cities each agree to pay MGFPC a monthly retainer of \$2,000.00 for professional services for a total of \$6,000.00. Expenses incurred by MGFPC in the normal course of this representation shall be billed over and above the fees for services. Such expenses may include travel, airfare and meals and will be divided proportionally between each City. MGFPC will provide a detailed explanation of the billing and expenses rendered each month.

### V. WAIVER

The CITIES are aware that MGFPC also provides representation to the Central Utah Water Conservancy District (CUWCD) and other water districts in Utah. Although the interests of the CITIES and these other water clients in this matter are generally consistent, it is recognized and understood that differences may exist or become evident during the course of our representation. Notwithstanding these possibilities, CITIES have determined that it is in their individual and mutual interests to have a single law firm represent them jointly in connection with water issues covered by this contract. Accordingly, this confirms agreement of CITIES that MGFPC may represent them jointly and other water clients in connection with these water matters. This will also confirm that CITIES have each agreed to waive any conflict of interest arising out of, and that you will not object to, MGFPC's representation of these other clients and each other in the water matters described herein.

It is further understood and agreed that MGFPC may freely convey necessary information provided to us by one client to the other. Should at any time the CITIES determine that a conflict of interest exists which cannot be satisfactorily resolved, MGFPC will resign from representation of the CITIES.

\_\_\_\_\_  
Marcus G. Faust, President  
Marcus G. Faust, Professional Corporation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of Payson, Utah

Date \_\_\_\_\_

\_\_\_\_\_  
Mayor of Spanish Fork, Utah

Date \_\_\_\_\_

\_\_\_\_\_  
Mayor of Salem, Utah

Date \_\_\_\_\_

# ORDINANCE No. 16-13

## 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. 16-13

### ORDINANCE ABANDONING SEWER AND ELECTRIC EASEMENTS IN THE CANYON CREEK DEVELOPMENT

WHEREAS, Spanish Fork City owns easement rights for a sewer line and electric power line across property owned, respectively, by Tenedor, LLC and IHC Health Services, Inc, which easements are located in areas which make it difficult to develop the parcels; and

WHEREAS, Tenedor is proceeding with a commercial development project known as Canyon Creek, with future plans for retail establishments in the area and IHC Health Services has plans for a future hospital and related facilities, either of which will require the relocation of the sewer line and electric line ; and

WHEREAS, the commercial development is expected to create a substantial tax base for both

property taxes and sales tax and, together with the proposed hospital facility and related developments, a substantial employment base, which will provide a substantial benefit to the residents of the City; and

WHEREAS, the plans for the development of the area provide other routes for the sewer line and electric power line and both Tenedor and IHC Health Services have agreed to grant temporary easements until the new lines are installed and operable; and

WHEREAS, notice of the intent to abandon the easement was posted on the property and on the State of Utah Notice Website; and

WHEREAS, notice of a public hearing was published in the Provo Daily Herald, a newspaper of general circulation within Spanish Fork City; and

WHEREAS, a public hearing was held before the City Council on Tuesday, the 17th day of September, 2013, where public comment was received; and

WHEREAS, the council finds that it is in the best interest of the public to abandon the easements identified herein;

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

I.

The property dedicated as a sewer easement as recorded in the office of the Utah County Recorder on the 7th day of June, 1995 as entry number 36051, Book 3694, Page 29 is hereby abandoned to Tenedor, LLC, the underlying owner of the property. The easement is more particularly described as follows:

A CONSTRUCTION EASEMENT FOR THE INSTALLATION OF A SEWER LINE 15 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AND AN EASEMENT IN PERPETUITY FOR THE MAINTANENCE, REPAIR, AND REPLACEMENT OF SAID SEWER LINE 10 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT 890.86 FEET NORTH AND 22.09 FEET WEST OF THE EAST QUARTER CORNER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 3 EAST,

SALT LAKE BASE AND MERIDIAN; THENCE N88°34'34"W 1512.22 FEET TO A POINT IN THE MIDDLE OF A ROADWAY.

II.

The property dedicated as an electric power line easement and quit claim deed as recorded in the office of the Utah County Recorder on the 18<sup>th</sup> day of May, 2000 as entry number 39341:2000 and on the 5th day of April, 1999 as entry number 39012:1999 are hereby abandoned to IHC Health Services, Inc., the underlying owner of the property. The mayor is authorized to grant a quit claim deed for the portion owned by Spanish Fork by quit claim deed. The easement and quit claim deed are more particularly described as follows:

BEGINNING AT A POINT WHICH IS LOCATED NORTH 2,677.56 FEET AND WEST 1556.71 FEET FROM THE EAST QUARTER CORNER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S88°28'27"W 487.55 FEET; THENCE N08°48'15"W 25.21 FEET; THENCE N88°28'27"E 490.82 FEET; THENCE S01°20'32"E 25.00 FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT WHICH IS LOCATED EAST 16.26 FEET AND NORTH 2734.46 FEET FROM THE EAST QUARTER CORNER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S88°28'27"W 1507.88 FEET; THENCE N01°20'32"W 163.62 FEET; THENCE N56°00'00"E 11.88 FEET; THENCE S01°20'32"E 159.99 FEET; THENCE N88°28'27"E 1497.84 FEET; THENCE S01°31'33"E 10.00 FEET TO THE POINT OF BEGINNING.

III.

This ordinance is effective upon receipt of temporary easements and recordation with the Utah County Recorder.

ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this 17th day of September, 2013.

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

Attest:

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



# ZONING MAP AMENDMENT

## REPORT TO THE CITY COUNCIL PARK VIEW ZONE CHANGE

- Agenda Date:** October 15, 2013.
- Staff Contacts:** Dave Anderson, Community Development Director.
- Reviewed By:** The Development Review Committee, Planning Commission.
- Request:** The applicant has requested that the zoning be changed on some 16 acres located at approximately 200 West Volunteer Drive from a combination of Rural Residential, Public Facilities and Residential Office to R-3 and Commercial 2.
- Zoning:** R-3 and Commercial 2 requested, Rural Residential, Public Facilities and Residential Office existing.
- General Plan:** Mixed Use.
- Project Size:** 16 acres.
- Number of lots:** 132 units.
- Location:** 800 East 600 North.

### Background Discussion

DR Horton would like to construct a townhome development on the north side of Volunteer Drive across from the City Sports Complex. The approval process to get to a point where construction could commence involves several steps. The first and perhaps most important step involves changing the zoning. While additional approvals are also required, the Zone Change is critical as the zoning defines what development opportunities are available for the subject property.

Typically, the City has reviewed Zone Change proposals and Preliminary Plats concurrently. However, staff suggested that this applicant only apply initially for the Zone Change. If the City Council approves the proposed Zone Change, then the applicant's next step would be to apply to have a Preliminary Plat approved for a Master Planned Development.

DR Horton recently submitted a revised concept plan that describes the project they would like to construct. That plan and other details of their proposal are described in materials that are attached to this report. The plan includes some 132 townhome units located on approximately 14.5 acres and the designation of 1.6 acres for future commercial development next to Main Street. With 132 units, the proposed development contains 9.1 units per acre.

A portion of the property included in the proposed concept plan and Zone Change request is owned by Spanish Fork City. The applicant has approached the City about purchasing that property but no agreement has been reached.

The City's General Plan designation for the properties involved is Mixed Use. There is little narrative in the General Plan that seems to clearly describe what is expected in this particular situation. An excerpt from the General Plan reads as follows:

- 1. Mixed Use:** These areas provide for a mix of limited residential, retail, personal services, business services and office uses. They typically serve as a transition



between more intense commercial areas and residential land uses. They can also be used in certain areas to allow residential conversions to office use subject to site and architectural review criteria. Parts are intended to promote and maintain the character of a pedestrian-oriented retail district. Building orientation should strongly encourage pedestrian use by having buildings close to the street. The architectural style of new or remodeled buildings shall be consistent with the area.

Perhaps the most ideal use of the subject property, given the General Plan designation, would be a project that commingled residential and non-residential uses in the same structure. However, staff believes it is quite likely that a development of that nature will not be feasible at this location for a considerable length of time. An alternative to a true mixed use development is to divide the subject properties into distinct residential and non-residential districts (R-3 and C-2). Staff believes this makes sense because one would expect there to be opportunities for commercial development adjacent to Main Street and that there would be less opportunity for non-residential development further to the west.

Whether a proposed residential project is truly a mixed-use project or something divided into distinct uses, staff believes the subject property is an appropriate location for higher density than what is found elsewhere in the community. The fact that the subject property does not abut another residential neighborhood, that the site has direct access to a Collector Street and the site's close proximity to commercial and recreational areas all make it an appropriate site for a dense residential development.

The City's mechanism for approving multi-family developments is the Master Planned Development program. That program allows the City to permit a project's density to exceed what is defined in the Zoning Code based on factors that include a superior or inventive design and a project's amenities. The base density assigned to the R-3 zone is 5.37 units per acre; the density of the proposed development is 9.1 units per acre. Approving this project at 9.1 units per acre is clearly allowed as a Master Planned Development provided that the City finds that the proposed density is justified.

However, staff believes a project of that density should have a particularly remarkable design. On

that point, it seems as though staff and the applicant disagree on one fundamental element of what a remarkably good design for the site would be.

Several townhome developments in the City that are adjacent to public spaces and/or significant roads are designed so that they front onto the public space and streets. These developments include the townhomes south of the Sierra Bonita Elementary School, the townhomes that are north of the Golf Course on Riverbottoms Road and the Whispering Willows townhomes along State Road 51. The townhome development that the Commission visited in Highland is another example of a development that followed this basic design approach. Staff believes that the same design concept should be followed for the subject property and that the structures should be oriented so that front doors face Volunteer Drive and the Sports Complex.

The applicant has made changes to the design in an apparent effort to address the design concerns that have been raised by staff and the DRC. With the redesign, DR Horton has also added units to the proposal which would seemingly exacerbate one of the Planning Commission's most significant concerns which is the proposed density of the development.

### **Development Review Committee**

The Development Review Committee reviewed this request in their June 19 and July 3, 2013 meetings and recommended that it be denied. Minutes from those meetings read as follows:

#### **June 19, 2013**

##### **Park View**

Applicant: DR Horton  
General Plan: Mixed Use  
Zoning: Rural Residential existing, R-3 proposed  
Location: approximately 200 East Volunteer Drive

Mr. Tuckett presented the Committee with changes to the proposal.

Mr. Anderson described his concerns with the current configuration of the design. Mr. Anderson acknowledged that changes had been made to a previous rendition of the plan, the elimination of single-family homes that had been on the plan before.

Mr. Anderson said his biggest concern has to do with the orientation of the homes along Volunteer Drive. Other projects the City has approved in situations like this one have townhomes front public streets and public spaces. Mr. Anderson used Maple Mountain, Canyon Crest and Whispering Willow as examples of appropriate layouts for situations like this one.

Mr. Oylar expressed that he felt the proposal just looks like a big apartment complex.

Mr. Anderson explained that the density of the proposal was not the issue. It is nine units to the acre.

Mr. Oylar expressed that it was definitely a giant apartment complex.

Mr. Anderson said from a land use perspective it is not a density issue but a design issue. The City acknowledges that the property has constraints relative to utilities and that the configuration of the property is a challenge. However, he feels this is a very prominent location and that the design needs to be substantially better.

Krissel said that DR Horton did not feel that the private space that a front load provides would work with the demographic of buyers that would be attracted to this area.

Discussion was held regarding private space.

Mr. Oylar expressed that he felt that there would be some very big concerns with the Planning Commission and City Council because this proposal is a very big apartment complex without any amenities. This could be a density debate with the Commission and City Council.

Mr. Anderson explained that he felt they should start the design with amenities rather than to simply try to squeeze them in wherever they can make them fit.

Mr. Baker asked what the demographics were. Krissel said newly married couples with one to two children that are one to five years old.

Mr. Anderson explained the Maple Mountain project and how the units front the open space.

Discussion was held regarding townhomes maybe not being the right fit for this property, a previous design that showed commercial fronting Volunteer Drive, the vertical component of the proposed

structures and form and function of the Canyon Crest project in Spanish Fork.

Mr. Baker expressed that maybe this proposal is premature since the Committee has not been shown the landscape or building designs.

Mr. Anderson explained when the next Planning Commission and City Council meetings would be.

Krissel asked what amenities the City Council would want to see. Mr. Oylar said clubhouse, swimming pool, playground etc.

Mr. Thompson expressed that he did not feel the guest parking was enough. Discussion was held regarding parking.

Discussion was held regarding City utilities being outside of an easement that exists on the property, the sewer line that runs through the property, the possibility of connector agreements through the property and previous designs of the property.

Mr. Anderson **moved to continue** the Park View Zone Change. Mr. Baker **seconded** and the motion **passed** all in favor.

### July 3, 2013

#### Park View

Applicant: DR Horton

General Plan: Mixed Use

Zoning: Rural Residential existing, R-3 proposed

Location: approximately 200 East Volunteer Drive

Mr. Anderson explained that he had received a new drawing and that he did not notice changes to the layout but found that more detail was provided.

Jeremy, with the Northland Design Group, explained how much open space there is on the property and how it could be amenitized.

Ms. Krisel explained the equipment proposed for the tot lot, the elevation of the structures, parking will be 2.25 per unit and private rear yards and longer driveways than what is in the Salisbury Townhome Development.

Mr. Anderson explained that relative to the concerns about building orientation and various other aspects of the site, designs have not been addressed.

Discussion was held regarding the utilities and easements.

Mr. Thompson expressed that a concern was with parking and the need for more.

Mr. Peterson explained the power and where they would need to tie into.

Discussion was held regarding improvements to Main Street.

Mr. Oyler expressed that he felt the proposal still looked like a large apartment complex.

Discussion was held regarding the orientation of the buildings.

Mr. Anderson explained that this is a prominent location in the City and that there is a need to have the City make sure that the site design orients appropriately to the public space and the road. This property is General Planned as a Mixed Use. The intention of the Mixed Use designation is intended to be something different. There is more flexibility on this property than anywhere else in the City and prospective developers should prepare designs that are creative with amenities that make it a great place. Mr. Anderson expressed that he did not feel that there was a sense of community within the proposed design, the vast majority of the units being very isolated and secluded. He acknowledged that it is a tough piece to design. The density at nine units to the acre is high and the design needs to be outstanding. As designed, the City Council would have to approve this as an R-3 zone with a Master Planned Development.

Mr. Oyler said that through the years the Council has been a lot more stringent on what is required to get the higher density.

Discussion was held regarding other ways to deal with the constraints on the property and other products.

Mr. Anderson expressed that he felt it was time to move the project to the Planning Commission.

Discussion was held regarding the City property and a proposal to purchase the parcel.

Mr. Anderson **moved** to recommend that the Zone Change be **denied** based on the layout proposal not qualifying as a Master Planned Development as the design is not imaginative or creative and the density not being justified by any creative or quality aspects of the design. Mr. Peterson **seconded** and the motion **passed** all in favor.

## Planning Commission

The Planning Commission reviewed this request in their August 28, 2013 meeting and recommended that it be denied. Draft minutes from that meeting read as follows:

### Park View

Applicant: DR Horton

General Plan: Mixed Use

Zoning: Rural Residential, Public Facilities and Residential Office existing, R-3 and C-2 Requested

Location: 200 West Volunteer Drive

Mr. Anderson explained that one of the suggestions made from the Commission from the last meeting was that they would like to see the elevations for the entire structure.

Krisel Travis

Ms. Krisel used an overhead presentation to show a six-plex that is representative of the project. There are a few situations where there will not be an end unit. Ms. Krisel asked if the Zone Change could be conditioned upon the approval of a Preliminary Plat. They do not want to rezone Mr. Dahl's property for their project if the project is not approved.

Chairman Gonzales expressed that he wanted time to visit the plan and do some research and that he was the one that continued the project from the last meeting.

Commissioner Fallon expressed that he agreed with City staff's concern with how the project orients to Volunteer Drive. He feels that the design is a project that DR Horton has used in other places and that there has not been any real thought to how the project will impact the specifics to this particular site in the City. He further expressed that having the entries on the garage side is the worst design because it creates a conflict between vehicular traffic and pedestrian traffic. He said the space left between the units then becomes a dead zone. He does not feel this is a site specific design and that it is a design that DR Horton uses across the country.

Commissioner Swenson expressed that with the recreation enjoyed along Volunteer Drive, not only by the residents of town but also by visitors, the City wants something that is both aesthetically pleasing and representative of the City. He agrees with Commissioner Fallon's concerns.

Commissioner Fallon expressed that he did not have a problem with the density.

Chairman Gonzales expressed that he had done some research and that within a square mile of the proposed project there are already 600 like units, 663 entry level lots and 61 multi-family lots. The area General Plan is currently designated Mixed Use and he would like to see the area utilized for business or more recreation. He expressed that he had nothing against the project, he just did not feel this is the right area of the City for the proposed project.

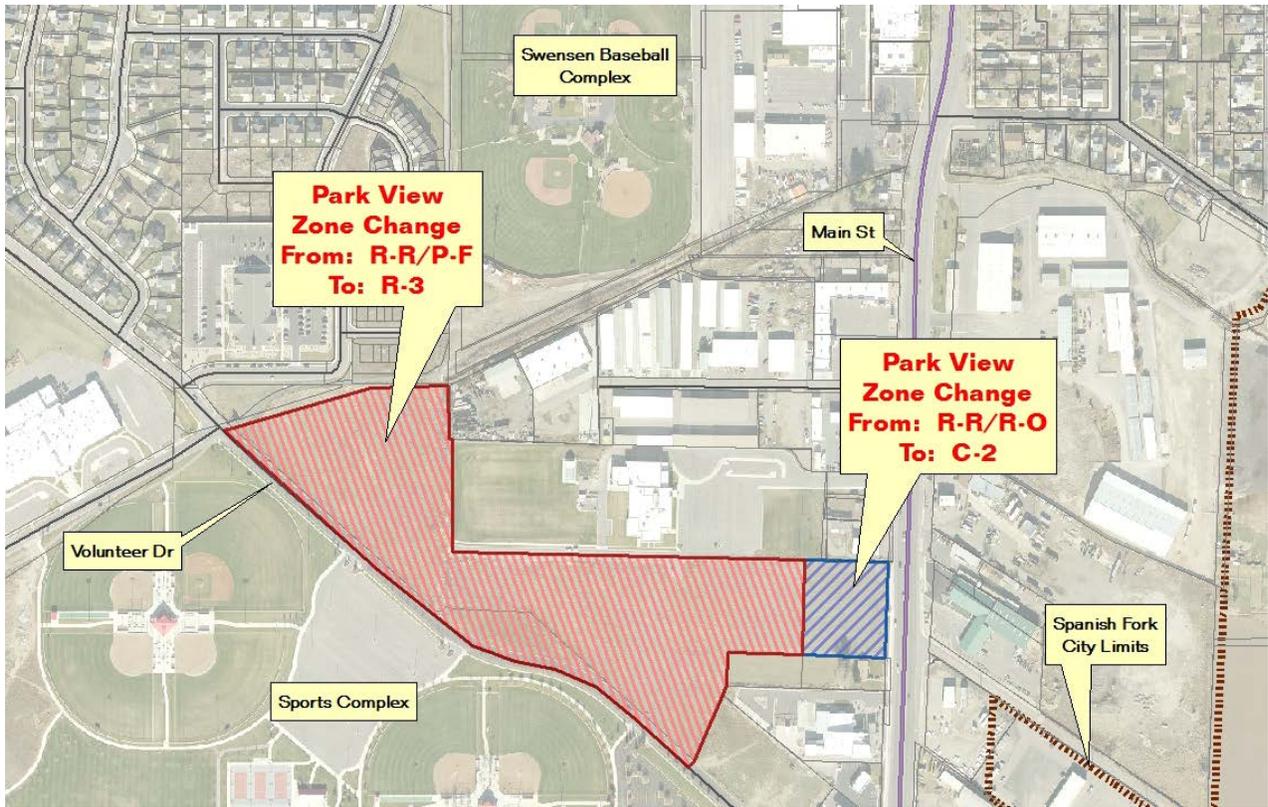
Chairman Gonzales **moved** to recommend **denial** of the Park View Zone Change because the project does not support the Mixed Use designation of the General Plan. Commissioner Fallon **seconded** and the motion **passed** all in favor.

### **Budgetary Impact**

No significant budgetary impact is anticipated with this proposal.

### **Recommendation**

Staff recommends that the proposed Zone Change be denied.





CONCEPTUAL LAND PLAN



# PARK VIEW CONCEPT

SPANISH FORK, UTAH

**northland**  
 DESIGN GROUP  
 Land Planning | Landscape Architecture | Interiors & Design  
 441 NW 4th Street, Suite 200, Provo, UT 84601  
 801.333.1776 | www.northlanddesign.com | info@northlanddesign.com

# **PARK VIEW TOWNHOMES**

## **SPANISH FORK, UTAH**



**PARK VIEW TOWNHOMES SPANISH FORK, UTAH**

# CONCEPT SITE PLAN



## CONCEPTUAL LAND PLAN



# PARK VIEW CONCEPT

SPANISH FORK, UTAH

**northland**  
DESIGN GROUP  
land planning | landscape architecture | landscape design  
466 N 900 W, Suite 205 American Fork, UT 84603  
801.743.0179 office 801.743.0180 fax jparsons@northland-design.com

PARK VIEW TOWNHOMES SPANISH FORK, UTAH

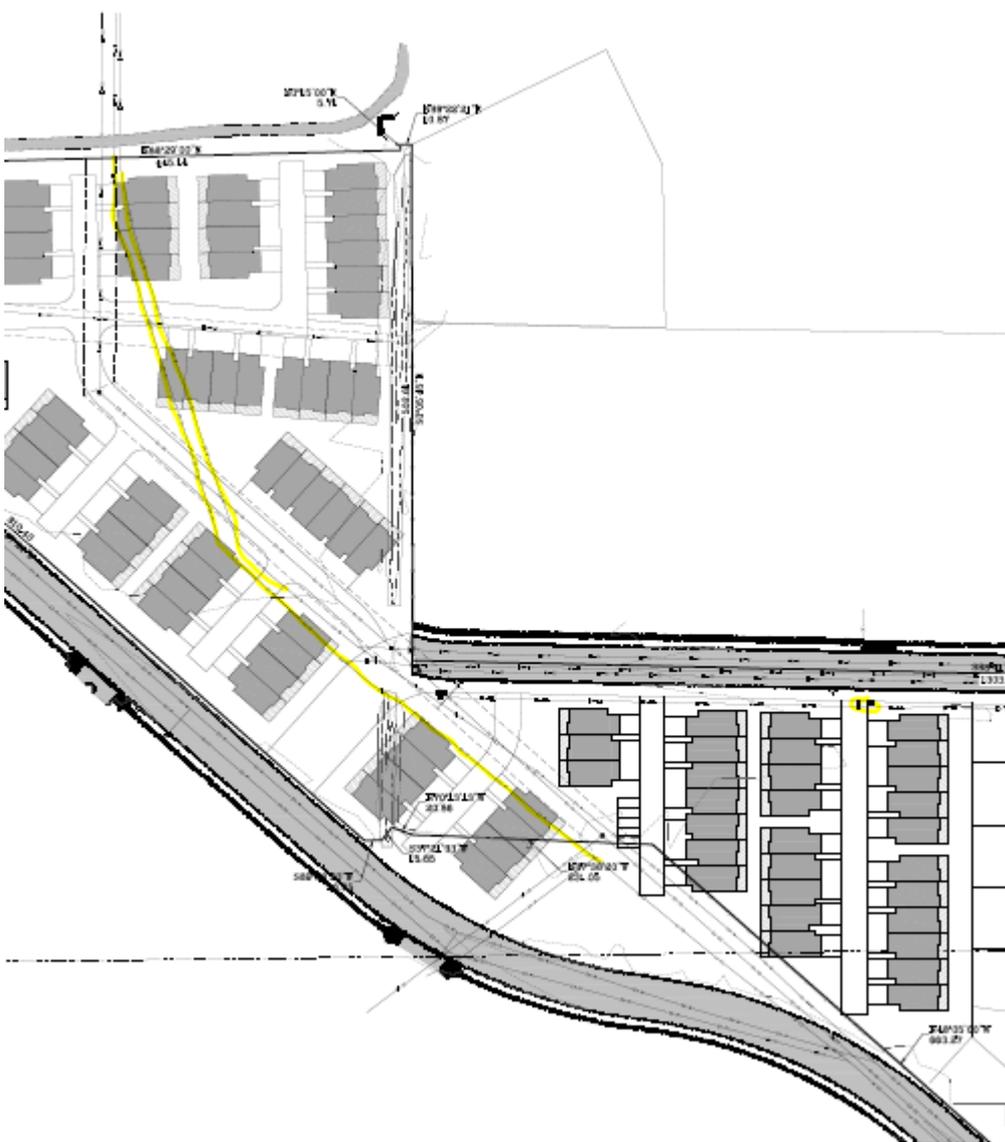
# CURRENT EASEMENT LOCATIONS



**PARK VIEW TOWNHOMES SPANISH FORK, UTAH**

# WATER LINE RELOCATION

Developer will relocate the culinary and irrigation service lines in trade for the land belong to the city as a remnant parcel. This will allow complete development without interruption by an out of place use and oddly shaped parcel.



## DEVELOPMENT OBJECTIVE

Create a sense of community by:

- 1.) Designing a truly walkable, safe, and open community
  - Easy access to future commercial development
  - Within short walking distance to schools, churches and community venues and city wide events
  
- 2.) Great community amenities:
  - 30 % Open landscaped areas
  - Park like setting
  - Recreation areas and facilities
  - Retreat space with covered gazebo and BBQ area
  - Neighborhood connectivity throughout the community
  - Neighborhood connection to Spanish Fork River Trail system
  
- 3.) Great land use transition between the school/commercial uses and the municipal sports complex

# STREET SCAPE VIEWS



**PARK VIEW TOWNHOWES SPANISH FORK, UTAH**

## STREET SCAPE VIEWS



PARK VIEW TOWNHOMES SPANISH FORK, UTAH

## STREET SCAPE VIEWS



PARK VIEW TOWNHOMES SPANISH FORK, UTAH

# CONCEPTUAL ARCHITECTURAL RENDERING REAR LANE TOWNHOME

PARK VIEW TOWNHOMES SPANISH FORK, UTAH



# CONCEPT REAR LANE TOWNHOME ELEVATIONS



FRONT ELEVATION

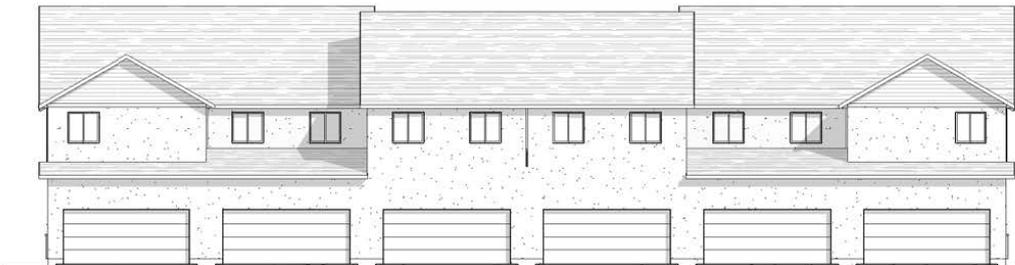


LEFT ELEVATION

## SPANISH FORK TOWNHOMES



RIGHT ELEVATION



REAR ELEVATION

PARK VIEW TOWNHOMES SPANISH FORK, UTAH

# CONCEPT FRONT LANE TOWN HOMES



**PARK VIEW TOWNHOMES SPANISH FORK, UTAH**

# CONCEPT FRONT LANE TOWNHOME ELEVATIONS



FRONT ELEVATION



LEFT ELEVATION

## SPANISH FORK TOWNHOMES



RIGHT ELEVATION



REAR ELEVATION

## CONCLUSION

In summary the Park View Townhomes project as conceptually presented DR Horton has demonstrated that we are committed to putting a quality project that fits in with the existing environment and provides a safe, walkable, and enjoyable community that addresses the cities desires for a prominent location.



# ZONING MAP AMENDMENT

## REPORT TO THE CITY COUNCIL CERNA ZONE CHANGE

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

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

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

**Request:** The applicant has proposed to have the zoning of a .2-acre parcel that is located behind the applicant's home changed from R-1-6 to C-2. The applicant is requesting this change so as to permit the reconstruction of an abandoned Billboard on the parcel.

**Zoning:** R-1- existing, C-2 requested.

**General Plan:** Medium Density Residential.

**Project Size:** .2 acres.

**Number of lots:** Not applicable.

**Location:** 689 North Lynnbrook Drive.

### Background Discussion

An abandoned Billboard exists on a parcel that is located behind a parcel that Andres Cerna's home is located on. The Cernas would like to be able to demolish an existing Billboard that has been abandoned and construct a new one on in its place. However, the current zoning does not permit new Billboards and as the existing structure has not been used for several years the City cannot find that there is a vested right to recommence its use.

The City is interested in this application as staff hopes that an agreement can be reached that would result in the elimination of two Billboards on State Road 51. In exchange for eliminating those two Billboards, their owner, Reagan Outdoor Advertising, will require that a new Billboard be permitted. As staff has investigated various locations that might be suitable, or most acceptable, for a Billboard, we have found that the Cerna's property is perhaps the best candidate.

At this time, staff has no information relative to the size or height the Billboard might ultimately be. We are, however, working with Reagan to make sure that this Billboard will have only static display and not some type of electronic or digital copy.

### Development Review Committee

The Development Review Committee reviewed this request in their September 18, 2013 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

#### Cerna

Applicant: Andres Cerna  
 General Plan: Medium Density Residential  
 Zoning: R-1-6  
 Location: 689 North Lynnbrook Drive

Mr. Anderson explained the Zone Change was to change the zone from R-1-6 to Commercial 2.

Mr. Baker said that there is a Billboard structure on the property and by changing the zoning it will allow for a Billboard on this parcel.



Mr. Anderson explained that there was not a whole lot that the applicant could do with the property being zoned commercially.

Mrs. Cerna said that she would like to put storage units or RV storage.

Mr. Baker explained that the parcel lacked the frontage to permit the applicant to do very much with the parcel.

Mrs. Cerna said that she would use her driveway to access the parcel.

Mr. Anderson explained that the applicant would not be able to use their driveway to access the commercial piece for a non-residential use. He said that the only thing that they would be able to do with the Zone Change, that they cannot do now, is have the Billboard. He explained that the Cerna's could still use the property for their own private use if they wanted to store their things but for any non-private or commercial use, where the access is limited, their options are very limited. The exception would be if the parcel was included with the adjacent commercial property and was accessed via Miller's. He further explained that the Zone Change is to accommodate a Billboard. There is a Billboard structure on the property today.

Mr. Baker **moved to approve** the Cerna property from R-1-6 to C-2 with the finding that the property is adjacent to another C-2 zone. Mr. Oyler **seconded** and the motion **passed** all in favor.

### Planning Commission

The Planning Commission reviewed this request in their October 2, 2013 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

#### Cerna

Applicant: Andres Cerna  
General Plan: High Density Residential  
Zoning: R-1-6  
Location: 689 North Lynnbrook Drive

Mr. Anderson explained that the proposal was to permit the renewed use of a Billboard structure that is located on the property. Spanish Fork City has been approached by an advertising company that would like to relocate Billboards to other locations within the City. The City is working with this company to find the most suitable location in

the City. Billboards are not allowed in residential zones, thus the proposal to change the property from a residential zone to a commercial zone. He explained the height of the Billboard would have to be higher than 50 feet and that State law does allow for Billboard companies to raise the height of Billboards in situations such as this. He told the Commission that this was a public hearing item.

Chairman Gonzales asked how the property could be changed to a commercial zone without access. He explained that he thought that commercial properties had to have a commercial access.

Mr. Anderson explained that it was within the City standards to allow what is proposed. Mr. Anderson also explained that the lack of access to the property prevents the property from being used for any commercial purpose aside from the Billboard.

Chairman Gonzales opened for public comment.

Mrs. Cerna strongly encouraged the Commission to approve the proposal.

Commissioner Gull **moved** to recommend **approval** of the Cerna Zone Change. Mr. Heap **seconded** and the motion **passed** all in favor.

### Budgetary Impact

No budgetary impact is anticipated with this proposal.

### Recommendation

Staff recommends that the proposed Zone Change be approved.





# Memo

To: Mayor and City Council  
From: Chris Thompson P.E., Public Works Director/City Engineer  
Date: October 15, 2013  
Re: Springville Spanish Fork Water Connection Agreement

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## Staff Report

### RECOMMENDED ACTION

Approval of the Springville Spanish Fork Water Connection Agreement.

### BACKGROUND

Springville and Spanish Fork have drinking water systems which come in close proximity to each other on 200 East at the north end of the city. Together the water divisions of both cities constructed a metered connection between the systems that could be used to share water between the cities in the case of an emergency.

The drinking water systems for both provide fire protection. This connection could benefit the cities in water shortages, outages and large fires in the respective industrial zones.

### DISCUSSION

This agreement explains that valves between the systems may only be opened with permission from both cities and that all water use would be metered and billed at the rate of \$1.09 per 1,000 gallons. This is a great back up to both cities in the event of an emergency.

The State Division of Drinking Water has reviewed the construction and operation of the connection and has approved it.

Attached: agreement, operating permit



## INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Spanish Fork City, a municipality of the State of Utah, located at 40 South Main Street, Spanish Fork, Utah 84660, and Springville City, a municipality of the State of Utah, located at 110 South Main, City, Utah 84663.

### RECITALS

A. Springville and Spanish Fork have made an interconnection between the two cities' water systems, which connection is located at approximately 2987 South 2000 West in Springville, Utah and approximately 3049 North 350 East in Spanish Fork, Utah (the "Water Connection"). A set of plans for the Water Connection is attached as Exhibit "A."

B. The cities installed the Water Connection to be used on a temporary basis for emergency purposes.

C. Springville and Spanish Fork acting pursuant to Sections 11-13-101, *et seq.*, of the Utah Code Annotated elect to approve this Interlocal Agreement for the purpose outlining how the Water Connection will be utilized and maintained between the two cities.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, Spanish Fork and Springville agree to the following:

#### **Section 1. Purpose.**

This Agreement has been established and entered into between Spanish Fork City and Springville City for the purpose of agreeing to the terms under which the two cities will utilize the Water Connection.

#### **Section 2. Effective Date and Duration.**

a. The governing body of each party shall approve this Agreement as required by the Interlocal Cooperation Act. This Agreement shall become effective on the date that both parties approve, execute and file it with the person who keeps the records of each party.

b. This Agreement shall be for a period of 50 years or for as long as the Water Connection is utilized by the parties, whichever is shorter. This Agreement may only be terminated by either (1) the mutual agreement of the parties, or (2) one party providing the other party with a one-year written notice of termination.

c. This Agreement shall be reviewed as to proper form and compliance with applicable law by an attorney for each of the parties.

**Section 3. Administration of Interlocal Cooperation Agreement.**

The parties to this Agreement do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement. The parties agree that, pursuant to Section 11-13-207 of the Utah Code Annotated, the parties' Public Works Directors, or their designees, shall act as the administrators responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational change in the parties.

**Section 4. Water Connection Use.**

The parties agree that the Water Connection shall only be used when the following conditions are met:

- a. The party supplying the water through the Water Connection has a sufficient amount of water to meet its own needs and supply water to the other party,
- b. The water is needed for an emergency purpose, and
- c. The use of the water will be for a temporary duration.

Each of the parties' Public Works Directors must agree that the above conditions are met before the Water Connection is opened.

**Section 5. Maintenance.**

Both parties shall be equally responsible for all maintenance and repair costs associated with normal wear and tear to the Water Connection. In the event that either party damages the Water Connection beyond normal wear and tear, the party causing the damage shall be responsible for the repair costs.

**Section 6. Payments.**

The parties agree that water that passes through the Water Connection shall be billed at the rate of \$1.09 per 1,000 gallons to the party using the water. The billing rate may be adjusted by the mutual agreement of the parties. The party being billed shall have thirty (30) days to make payment on the bill.

The meter is equipped with an automatic meter reading system that Spanish Fork is equipped to read. When the Water Connection is opened, Spanish Fork shall read the system and provide all readings to Springville. The party that provides water shall be responsible to send a bill for payment to the other party.

**Section 7. Manner of Holding, Acquiring or Disposing of Property**

Each party shall be equally responsible for the risk of loss, including, but not limited to, the destruction or damage, caused to, by, or associated with the Water Connection. If this Agreement is terminated, the Water Connection shall remain closed, and/or the connection shall be severed and the meters removed so that water cannot physically pass from one system to the other system.

**Section 8. Indemnification**

Both parties to this Agreement agree to defend, indemnify and save harmless the other party for damages, claims, suits, and actions arising out of the negligent acts or omissions of its own officers or agents in connection with this Agreement.

**Section 9. Filing of Agreement**

A copy of this Agreement shall be placed on file in the Office of the City Recorder of each party and shall remain on file for public inspection during the term of this Agreement.

**Section 10. Notice of Default; Corrective Action**

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

**Section 11. Rights and Remedies**

In the event of any breach hereunder and after the lapse of the cure period as per Section 10 of this Agreement, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah then in effect. The rights and remedies of the parties hereto shall not be mutually exclusive, but shall be cumulative in all effects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

**Section 12. Governing Law, Jurisdiction, and Venue**

All questions with respect to the construction of this Agreement and all rights and liability of the parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Utah County, State of Utah.

**Section 13. Costs of Enforcement**

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party's costs (including, but not limited to, court fees and expert witness costs) and attorneys' fees associated with the enforcement of this Agreement.

#### **Section 14. Notice**

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, certified mail, in the United States mail addressed to a party at the address given above. Notice shall be mailed to the attention of each City's Manager or Administrator at the above addresses. Either party may notify the other to designate a different address for mailing.

#### **Section 15. Miscellaneous**

a. **Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

b. **Entire Agreement.** This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

c. **Amendments.** This Agreement may be modified only by a writing signed by each of the parties hereto.

d. **Not Assignable.** This Agreement is specific to the parties hereto and is therefore not assignable.

e. **Captions.** The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

f. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

g. **Gender and Number.** The singular number includes the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each

includes corporation, limited liability company, partnership, or other legal entity when the context so requires.

h. **Waiver or Forbearance.** No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

**SPRINGVILLE CITY**

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

Attest:

By: \_\_\_\_\_  
Venla Gubler, Springville City Recorder

(Springville City Seal)

APPROVED AS TO FORM

By \_\_\_\_\_  
John Penrod, Springville City Attorney

**SPANISH FORK CITY**

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

Attest:

\_\_\_\_\_  
Kent R. Clark, Spanish Fork City Recorder

(Spanish Fork City Seal)

APPROVED AS TO FORM

By: \_\_\_\_\_  
S. Junior Baker, Spanish Fork City Attorney



State of Utah

GARY R. HERBERT  
*Governor*

GREG BELL  
*Lieutenant Governor*

Department of  
Environmental Quality

Amanda Smith  
*Executive Director*

DIVISION OF DRINKING WATER  
Kenneth H. Bousfield, P.E.  
*Director*

May 14, 2013

Chris Thompson  
Spanish Fork City  
40 S. Main Street  
Spanish Fork, Utah 84660

Brad Stapley  
Springville City  
110 South Main Street  
Springville, Utah 84663

Dear Mr. Thompson and Mr. Stapley:

Subject: **Plan Approval**, Emergency interconnection between Spanish Fork City (WS016), System #25003, File #09329 and Springville (WS015), System #25005, File #09330

On April 30, 2013, the Division of Drinking Water (the Division) received the plans and specifications for the emergency interconnection between Spanish Fork and Springville cities from your consultant, Marv Allen of Hansen Allen and Luce.

Our understanding of the project is installation of a new 10-inch ductile iron pipe connecting the two water systems, including a bi-directional meter and isolation valves on either side of the meter (identified in the Division's inventory database as consecutive connection WS016 for Spanish Fork City and WS015 for Springville City). It is our understanding that this is to be an emergency connection to be used by either entity at times when the individual system cannot keep up with demands such as in the case of a fire. In emergency situations, the connection would be accessed by manually turning valves, which are normally closed. Your consultant also stated that the pressure zones for these two water systems are similar at the interconnection site.

We have completed our review of the plans and specifications, stamped and signed by Marv Allen, P.E. and dated May 10, 2013, and find they basically comply with the applicable portions of Utah's Administrative Rules for Public Drinking Water Systems in R309. On this basis, **the plans for the emergency interconnection between Spanish Fork and Springville cities are hereby approved.**

Chris Thompson and Brad Stapley

Page 2

May 14, 2013

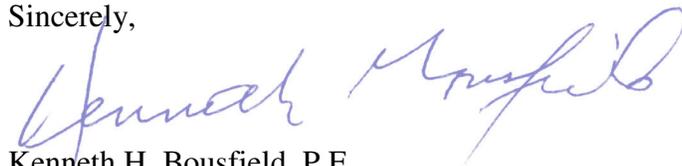
This approval pertains to construction only. **An operating permit must be obtained from the Director before the interconnection may be put in service.** A checklist outlining the items required for operating permit issuance is enclosed for your information.

Approvals or permits by local authority or county may be necessary before beginning construction of this project. As the project proceeds, notice of any changes in the approved design, as well as any change affecting the quantity or quality of the delivered water, must be submitted to the Division. We may also conduct interim and final inspections of this project. Please notify us when actual construction begins so that these inspections can be scheduled.

This approval must be renewed if construction has not begun or if substantial equipment has not been ordered within one year of the date of this letter.

If you have any questions regarding this letter, please contact Tammy North, of this office, at (801) 536-4293, or Ying-Ying Macauley, Engineering Section Manager, of this office, at (801) 536-4188.

Sincerely,



Kenneth H. Bousfield, P.E.

Director

TN

Enclosure — Operating Permit Checklist

cc: Terry Beebe, Env. Director, Utah County Health Department, [terry@utah.gov](mailto:terry@utah.gov)  
Marv Allen, Hansen Allen and Luce, [mallen@hansenallenluce.com](mailto:mallen@hansenallenluce.com)  
Tammy North, Division of Drinking Water, [tnorth@utah.gov](mailto:tnorth@utah.gov)

DDW-2013-005340

## DIVISION OF DRINKING WATER

### Checklist for Operating Permit (per Utah Administrative Code R309-500-9)

The following items must be submitted and found to be acceptable for all projects for operating permit issuance with the exception of distribution lines and distribution lines with booster pumps and pressure-reducing valves. *[Distribution system projects may be placed into service prior to submittal of all items or issuance of operating permit if a water system has officially designated a professional engineer responsible for the entire water system and if this designated engineer has received a Certification of Rule Conformance by a P.E. and proof of satisfactory bacteriological result. In this case, a public water system will submit all items needed for obtaining an operating permit for specific distribution system project even after the new waterlines has been placed into service as determined by the water system's designated professional engineer.]*

- Utah Registered Engineer's Certification of Rule Conformance that all conditions of plan approval (including conditions set forth by the Executive Secretary in any conditional approval letter) have been accomplished.
- Utah Registered Engineer's statement of what plan changes, if any, were necessary during construction and a Certification of Rule Conformance that all of these changes were in accordance with applicable Utah Administrative Code, *R309-500 through R309-550, Drinking Water Facility, Construction, Design, and Operation Rules*.
- As-built drawings have been received at the Division (unless no changes were made to the previously submitted and approved pre-construction drawings).
- Confirmation that as-built drawings have been received by the water system (unless no changes were made to the previously submitted and approved pre-construction drawings).
- Evidence of proper flushing and disinfection in accordance with the appropriate ANSI/AWWA Standards.
  - ANSI/AWWA C651-05 AWWA Standard for Disinfecting Water Mains
    - Two consecutive sample sets (each 1200 feet, end-of-line, each branch, etc.), none positive, at least 24 hours apart.
  - ANSI/AWWA C652-02 AWWA Standard for Disinfection of Water-Storage Facilities
    - One or more samples, none positive.
  - ANSI/AWWA C653-03 AWWA Standard for Disinfection of Water Treatment Plants
    - Two consecutive samples per unit, none positive, no less than 30 minutes apart.
  - ANSI/AWWA C654-03 AWWA Standard for Disinfection of Wells
    - Two consecutive samples, none positive, no less than 30 minutes apart.
- Water quality data, where appropriate. *[Guidance: Include appropriate raw and finished water data that demonstrate the performance of treatment facility. Storage tank water should be analyzed for residual volatile organic compounds after tank interior painting or coating.]*
- Confirmation that water system owner has been provided with O&M manuals for any new facilities.
- Location data of new storage tank, treatment facility, or source, if applicable.



# Memo

To: Mayor and City Council  
From: Chris Thompson P.E., Public Works Director/City Engineer  
Date: October 9, 2013  
Re: Cold Springs Front Collection System Bid

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## Staff Report

### RECOMMENDED ACTION

Award Sunroc the bid for the Cold Springs Front Collection Project for the amount of \$2,064,850 on condition that the city receives a permit from the Army Corp of Engineers and the appropriate easements for construction.

### BACKGROUND

This project was planned to mitigate the cross contamination between the Cold Springs pond and collection system. It is anticipated that it will increase the amount of water that can be collected at the spring. The city has bonded to pay for this project.

The Army Corp of Engineers is requiring at that similar pond and wetland area double in size be constructed near a spring to mitigate the effects of eliminating the pond at Cold Springs. This pond is anticipated to be constructed near Main Street south of the Spanish Fork River. The construction of this pond is included in the cost of this project.

### DISCUSSION

The city has received verbal notice from the Army Corp of Engineers that the permit to perform this work will be approved with no major changes. We recently received the conditions of the permit that we can put into an easement purchase agreement to secure the right to construct the Main Street pond. The pond will be a beautiful feature near the entrance to the city.



The budget for this project was originally set for \$2,000,000 or half of the water bond. This was a rough number which we realized would be a little low once the design finalized. Rather than adjust the budget multiple times we budgeted \$426,306 in a system improvement fund to cover any shortfall with the balance going to water improvement and replacement projects. We anticipate that this money will cover the difference in budget for the project and related engineering costs.

#### ALTERNATIVES

We bid an alternate to this project. We asked for costs for the contract to provide the fill material for the Cold Springs versus using the spoils from the pond construction. As seen from the bid tabulation the most economical way to construct the project is to use the spoils from the Main St pond.

Attached: bid tabulation, notice of award

**SPANISH FORK CITY**  
**Cold Springs Drain Line Phase II & Butler Springs Pond**

October 4, 2013  
 Bid Tabulation

Note: Bids shall include sales tax and all other applicable taxes and fees.

NO.	DESCRIPTION	QTY	UNIT	Cap Const	S&L Inc	Sunroc	Whitaker	Lyndon Jones	Vancon	Newman	Engineers Est	AVG	
				UNIT PRICE									
1	Mobilization/ Demobilization	1	LS	\$40,000.00	\$43,610.19	\$40,000.00	\$85,000.00	\$190,000.00	\$42,500.00	\$25,070.00	\$60,000.00	\$71,030.03	
2	Remove & Dispose of Existing Soil	23000	LF	\$5.60 \$128,800.00	\$8.00 \$184,000.00	\$8.75 \$201,250.00	\$8.00 \$184,000.00	\$8.30 \$190,900.00	\$7.70 \$177,100.00	\$19.75 \$454,250.00	\$7.00 \$161,000.00	\$9.44	
3	Import & Place Gravel Fill	64000	LF	\$19.75 \$1,264,000.00	\$19.58 \$1,253,120.00	\$15.50 \$992,000.00	\$20.50 \$1,312,000.00	\$19.80 \$1,267,200.00	\$24.40 \$1,561,600.00	\$24.75 \$1,584,000.00	\$15.00 \$960,000.00	\$20.61	
4	Import (From Butler Pond) & Place Clay Barrier	10000	LF	\$5.60 \$56,000.00	\$12.16 \$121,600.00	\$14.00 \$140,000.00	\$11.25 \$112,500.00	\$14.23 \$142,300.00	\$20.00 \$200,000.00	\$21.60 \$216,000.00	\$25.00 \$250,000.00	\$14.12	
5	Place PVC Liner	15000	LF	\$6.00 \$90,000.00	\$6.26 \$93,900.00	\$7.00 \$105,000.00	\$5.75 \$86,250.00	\$5.30 \$79,500.00	\$7.25 \$108,750.00	\$6.05 \$90,750.00	\$6.00 \$90,000.00	\$6.23	
6	Import & Place Select Fill	5000	LF	\$26.00 \$130,000.00	\$9.61 \$48,050.00	\$8.00 \$40,000.00	\$10.00 \$50,000.00	\$20.22 \$101,100.00	\$19.00 \$95,000.00	\$24.70 \$123,500.00	\$8.00 \$40,000.00	\$16.79	
7	Final Grading	1	EA	\$5,400.00	\$26,587.49	\$30,000.00	\$25,000.00	\$29.42	\$29,500.00	\$7,895.00	\$15,000.00	\$17,773.13	
8	24" PVC Collection Line	340	EA	\$82.00 \$27,880.00	\$59.86 \$20,352.40	\$68.00 \$23,120.00	\$85.00 \$28,900.00	\$63.50 \$21,590.00	\$73.00 \$24,820.00	\$84.90 \$28,866.00	\$100.00 \$34,000.00	\$73.75	
9	18" PVC Collection Line	458	EA	\$49.00 \$22,442.00	\$50.76 \$23,248.08	\$47.00 \$21,526.00	\$65.00 \$29,770.00	\$45.25 \$20,724.50	\$52.00 \$23,816.00	\$64.50 \$29,541.00	\$75.00 \$34,350.00	\$53.36	
10	12" PVC Collection Line	243	EA	\$36.00 \$8,748.00	\$38.00 \$9,234.00	\$28.00 \$6,804.00	\$40.00 \$9,720.00	\$40.50 \$9,841.50	\$33.00 \$8,019.00	\$41.00 \$9,963.00	\$50.00 \$12,150.00	\$36.64	
11	5' Junction Manhole	6	EA	\$5,800.00 \$34,800.00	\$5,007.24 \$30,043.44	\$6,000.00 \$36,000.00	\$4,900.00 \$29,400.00	\$6,420.00 \$38,520.00	\$5,370.00 \$32,220.00	\$5,560.00 \$33,360.00	\$7,000.00 \$42,000.00	\$5,579.61	
12	Chain Link Fence - Cold Springs	1500	EA	\$21.00 \$31,500.00	\$16.37 \$24,555.00	\$22.00 \$33,000.00	\$22.00 \$33,000.00	\$15.40 \$23,100.00	\$18.00 \$27,000.00	\$22.65 \$33,975.00	\$16.00 \$24,000.00	\$19.63	
13	Connect to Existing Manhole	1	EA	\$5,500.00	\$4,240.41	\$1,000.00	\$7,000.00	\$1,030.00	\$2,000.00	\$1,250.00	\$8,000.00	\$3,145.77	
14	Dewatering	1	EA	\$31,000.00	\$95,716.50	\$145,000.00	\$120,000.00	\$42,000.00	\$120,500.00	\$10,540.00	\$80,000.00	\$80,679.50	
15	Install 3" Vent Pipe	1	EA	\$5,600.00	\$7,517.40	\$4,350.00	\$18,000.00	\$5,000.00	\$15,500.00	\$7,605.00	\$15,000.00	\$9,081.77	
16	Traffic Control	1	EA	\$6,600.00	\$4,644.00	\$25,000.00	\$27,000.00	\$4,000.00	\$42,000.00	\$9,795.00	\$20,000.00	\$17,005.57	
<b>Schedule A Grand Total</b>				<b>\$1,888,270.00</b>	<b>\$1,990,418.91</b>	<b>\$1,844,050.00</b>	<b>\$2,157,540.00</b>	<b>\$2,136,835.42</b>	<b>\$2,510,325.00</b>	<b>\$2,666,360.00</b>	<b>\$1,845,500.00</b>	<b>\$2,170,542.76</b>	
17	Mobilization/ Demobilization	1	EA	\$15,000.00	\$15,694.02	\$10,000.00	\$37,000.00	\$24,000.00	\$20,300.00	\$13,110.00	\$25,000.00	\$19,300.57	
18	Excavation and Grading	1	EA	\$72,000.00	\$57,034.87	\$50,000.00	\$115,000.00	\$145,650.00	\$37,000.00	\$43,485.00	\$50,000.00	\$74,309.98	
19	Construct Pond Inlet and Modify Existing Spring Box	1	EA	\$11,000.00	\$4,309.54	\$6,500.00	\$13,000.00	\$11,450.00	\$23,300.00	\$11,120.00	\$20,000.00	\$11,525.65	
20	Construct Pond Outlet and Ditch Crossing	1	EA	\$21,000.00	\$19,579.35	\$16,700.00	\$24,000.00	\$10,700.00	\$22,800.00	\$26,190.00	\$35,000.00	\$20,138.48	
21	Vegetation and Planting	1	EA	\$65,000.00	\$53,450.37	\$55,000.00	\$71,000.00	\$67,000.00	\$61,700.00	\$12,645.00	\$90,000.00	\$55,113.62	
22	Install 120 LF of 12" & 16" Steel Casing Across SF River	1	EA	\$24,000.00	\$21,137.28	\$17,000.00	\$36,000.00	\$14,310.00	\$20,000.00	\$18,380.00	\$40,000.00	\$21,546.75	
23	Erosion Control Mat - NAG C125 or Approved Equal	150	SY	\$21.00 \$3,150.00	\$4.47 \$670.50	\$4.00 \$600.00	\$3.00 \$450.00	\$1.50 \$225.00	\$2.00 \$300.00	\$4.30 \$645.00	\$5.00 \$750.00	\$5.75	
<b>Schedule B Grand Total</b>				<b>\$211,150.00</b>	<b>\$171,875.93</b>	<b>\$155,800.00</b>	<b>\$296,450.00</b>	<b>\$273,335.00</b>	<b>\$185,400.00</b>	<b>\$125,575.00</b>	<b>\$260,750.00</b>	<b>\$202,797.99</b>	
24	Import & Place Clay Barrier From Non-Butler Spring Source (Optional Line Item)	16500	Ton	\$14.00 \$231,000.00	\$16.16 \$266,640.00	\$37.50 \$618,750.00	\$23.00 \$379,500.00	\$37.25 \$614,625.00	\$20.50 \$338,250.00	\$19.00 \$313,500.00	No Estimate Given	\$23.92	
25	Schedule A Completion Bonus	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	
26	Schedule B Completion Bonus	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	
<b>GRAND TOTAL (MINUS LINE ITEM 4):</b>				<b>\$2,339,420.00</b>	<b>\$2,372,334.84</b>	<b>\$2,543,600.00</b>	<b>\$2,785,990.00</b>	<b>\$2,947,495.42</b>	<b>\$2,898,975.00</b>	<b>\$2,954,435.00</b>			
<b>RANKING:</b>				<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>6</b>	<b>5</b>	<b>7</b>			
Cost Difference Between 1 and 2				\$32,914.84									
<b>GRAND TOTAL (MINUS LINE ITEM 24):</b>				<b>\$2,164,420.00</b>	<b>\$2,227,294.84</b>	<b>\$2,064,850.00</b>	<b>\$2,518,990.00</b>	<b>\$2,475,170.42</b>	<b>\$2,760,725.00</b>	<b>\$2,856,935.00</b>	<b>\$2,171,250.00</b>		
<b>RANKING:</b>				<b>2</b>	<b>3</b>	<b>1</b>	<b>5</b>	<b>4</b>	<b>6</b>	<b>7</b>			
Cost Difference Between 1 and 2				\$99,570.00									
PROJECT BUDGET				\$1,901,490.00									
GL#				7171-5365									

**NOTICE OF AWARD**

DATE: October 8, 2013

TO: Sunroc Corporation

525 West Arrowhead Trail

Spanish Fork, UT 84660

PROJECT DESCRIPTION:

**COLD SPRINGS DRAIN LINE PHASE II & BUTLER SPRINGS POND**

The OWNER has considered the bid submitted by you for the above described work.

You are hereby notified that your bid has been accepted in the amount of **\$2,064,850.00; Two Million Sixty Four Thousand Eight Hundred Fifty Dollars and Zero Cents.**

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond and Certificates of Insurance **within ten (10) calendar days** from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the OWNER.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013

**SPANISH FORK CITY CORPORATION**

By: \_\_\_\_\_  
Jered Johnson, Engineering Division Manager Date

By: \_\_\_\_\_  
Lua Saluone, Design Engineer Date

By: \_\_\_\_\_  
John Waters, Water Division Manager Date

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

By: \_\_\_\_\_  
Kent R. Clark, City Recorder/ Finance Director Date

**ACCEPTANCE OF NOTICE  
RECEIPT OF THE ABOVE NOTICE OF AWARD IS HEREBY ACKNOWLEDGED**

BY: \_\_\_\_\_

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013

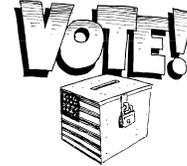


**2013 Spanish Fork City Election**

**October 15th, 2013**

**Mayor & City Council:**

**RE: Election Poll Workers**



**(~~Primary Election - August 13<sup>th</sup>, 2013~~ and  
General Election - November 5<sup>th</sup>, 2013)**

**Attached is a list of names from each voting district who have been asked to serve as "ELECTION POLL WORKERS". They are selected from a previously approved list from prior years and from citizens who have called asking to be an election worker. Some will be poll workers and some will be counting workers who will come in at the end of the day and count the ballots. They all have been contacted and are willing to serve this year. They will need to be approved by you at the next Council Meeting.**

**If there are names you would like to add to the list, please let me know.**

**Thank you,**

**Kent R. Clark**

**Early Voting – at City Hall: (October 22,23,24,25,28,29,30,31,Nov 1st)**

<b>Anne Brierley (ev)</b>	798-7043	645 East 800 North
<b>Donna Gilger (ev)</b>	798-9080	443 East 900 North
<b>Cleo Cox (ev)</b>	798-3302	146 West 500 North

**Voting Place:**

<b><u>District # 1, 10 &amp; 16</u></b>	<b><u>Larsen Elem. School</u></b>	<b><u>1175 East Flonette Ave</u></b>
	Principal: Garrett Andersen	798-4035
<b>DeAnn Lundgreen(10)</b>	798-7802	950 East Sterling Drive
<b>Mary Goodell (16)</b>	477-1696	648 South 1500 East
<b>Mary Webster (10)</b>	798-7212	310 South 900 East
Betty Herbert (16)	798-8879	526 South 1700 East
Connie Jo Ziegler(16)	794-8121	572 South 1800 East
Debbie Bolinder (8)	804-6674	1084 West 520 South

<b><u>District # 2 &amp; 6</u></b>	<b><u>Jr. High School</u></b>	<b><u>600 South 820 East</u></b>
	Principal: Robert Fleming	798-4075
<b>Sandra Griffiths(2)</b>	798-1019	90 East 200 South
<b>Claire White (13)</b>	798-6990	1273 East 1750 South
<b>Carolyn Judd (2)</b>	369-6538	769 South Wolf Hollow Dr.
Duane Gilger	798-9080	443 East 900 North
Patience Bernards(6)	798-9373	667 South Birch Drive
Michelle Johnson (6)	367-6432	1037 East Maple Drive

<b><u>District # 3, &amp; 8</u></b>	<b><u>Riverview Elementary</u></b>	<b><u>628 South West Park Drive</u></b>
	Principal: Lisa Muirbrook	798-4050
<b>Jay Rindlisbacher(1)</b>	798-7220	245 North 600 East
<b>Rich Harris(8)</b>	798-2168	1657 West 900 South
<b>Lana Harris(8)</b>	798-2168	1657 West 900 South
Lisa Olsen(8)	798-9303	1208 West 900 South
LaRue Taylor(3)	798-2195	135 East 100 North
Jenny Baasgaard	794-1757	1215 West 900 South

<b><u>District # 4 &amp; 9</u></b>	<b><u>Rees School</u></b>	<b><u>574 North Rees Ave</u></b>
	Principal: Ryan Pitcher	798-4055
<b>Kay Hemmert (16)</b>	787-6221	3119 East Somerset Drive
<b>Marion Dickey (5)</b>	794-0675	160 East 900 North
<b>Christie Atwood (5)</b>	798-6354	890 North 300 East
Roy Henrichsen (5)	794-9677	471 North 600 East
Timothy Terry (16)	983-2733	1224 South 2970 East
Reed Powell (11)	794-1494	1562 South 2180 East

<b><u>District # 5, 7, &amp; 12</u></b>	<b><u>Brockbank School</u></b>	<b><u>340 West 500 North</u></b>
	Principal: Alison Hansen	798-4025
<b>Anne Brierley (ev) 5</b>	798-7043	645 East 800 North
<b>Donna Gilger (ev) 5</b>	798-9080	443 East 900 North
<b>Cleo Cox (ev) 5</b>	798-3302	146 West 500 North
Joan James (5)	798-8214	530 North 300 West
Karen Harrison (12)	798-6000	670 North 370 West
Tricia Christensen (12)	798-8210	419 West 600 North

<b><u>District # 11, 13 &amp; 15</u></b>	<b><u>Canyon Elem. School</u></b>	<b><u>1492 East 1240 South</u></b>
	Principal: Dave Harlan	798-4610
<b>Angela Grimm(11)</b>	787-1834	1704 South 2000 East
<b>Whitney Grimm(11)</b>	787-1834	1704 South 2000 East
<b>Keith Grover (15)</b>	794-9839	1097 South 1740 East
Michael Harrison (11)	798-1538	2092 East 1590 South
Curtis Snider (15)	798-0840	863 South 1520 East
Tanya Snider (15)	798-0840	863 South 1520 East

**District # 14**                      **Spanish Oaks Elem. School**      **2701 East Canyon Crest Dr.**

Principal: Kali Brown - 798-7411

<b>Kristin McInelly (17)</b>	794-0779	3323 Canyon Crest
<b>Melinda Phillips (10)</b>	798-8848	975 East Sterling Drive
<b>Dale Koyle (10)</b>	404-9612	242 South 1400 East
Carol Christensen(11)	836-0029	1457 South 1400 East, Apt. 207
George Gull(12)	368-7612	631 West 480 North
Signe Dayton (14)	319-9881	1425 South 2600 East

**Alternates:**

**Spanish Fork**

<u>Voting #</u>	<u>Place</u>	<u>Address</u>
1, 10, 16	Larsen Elem. School	1175 East Flonette Ave.
2, 6	Jr. High School	600 South 820 East
3, 8	Riverview Elementary	628 South West Park Dr.
4, 9	Rees Elementary	574 North Rees Ave
5, 7, 12	Brockbank Elem. School	340 West 500 North
11, 13, 15	Canyon Elem. School	1492 East 1240 South
14, 17	Spanish Oaks Elem. School	2701 East Canyon Crest Dr.



# PRELIMINARY PLAT

## REPORT TO THE CITY COUNCIL ROCK COVE PLAT B PRELIMINARY PLAT

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

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

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

**Request:** The applicant is proposing to subdivide a parcel into two building lots.

**Zoning:** R-1-8.

**General Plan:** Low Density Residential.

**Project Size:** .45 acres.

**Number of lots:** 2.

**Location:** 2401 East 1170 South.

### Background Discussion

This proposal is fairly simple. The applicant would like to subdivide a parcel that exists next to the Rock Cove subdivision. The proposed lots meet the City's requirements relative to size and configuration. All improvements constructed with the development of the proposed lots would conform to the City's construction standards.

### Development Review Committee

The Development Review Committee reviewed this plat on September 18, 2013 and recommended that it be approved. Minutes from that meeting read as follows:

#### Rock Cove

Applicant: Salisbury Homes  
 General Plan: Medium Density Residential  
 Zoning: R-1-8  
 Location: 1170 South 2420 East

Mr. Thompson said that the Engineering Department had two comments: label the water laterals as one inch and update the asphalt area legends on sheet three.

Mr. Peterson said that they would need to install the power per the electrical design.

Mr. Anderson **moved to approve** the Rock Cove Preliminary Plat subject to the issues raised by the Engineering Department being addressed. Mr. Baker **seconded** and the motion **passed** all in favor.

### Planning Commission

The Planning Commission reviewed this request in their October 2, 2013 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:



### **Rock Cove**

Applicant: Salisbury Homes

General Plan: Medium Density Residential

Zoning: R-1-8

Location: 2401 East 1170 South

Mr. Anderson explained the proposal was just under a half acre in size. The applicant is proposing two lots which meet the City's zoning requirements.

Commissioner Swenson **moved** to recommend **approval** of the Rock Cove Preliminary Plat. Commissioner Tagg **seconded** and the motion **passed** all in favor.

### **Budgetary Impact**

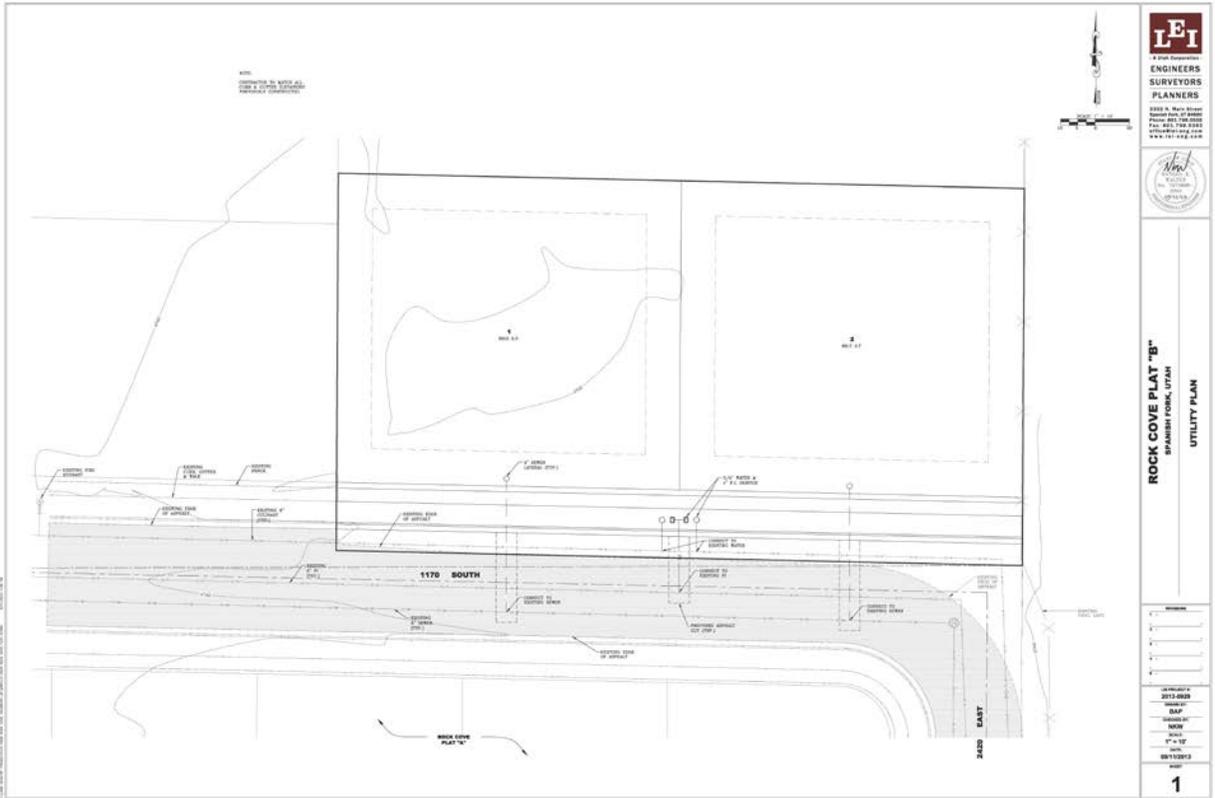
There is no anticipated budget impact with this proposed subdivision.

### **Recommendation**

Staff recommends that the proposed Preliminary Plat be approved.







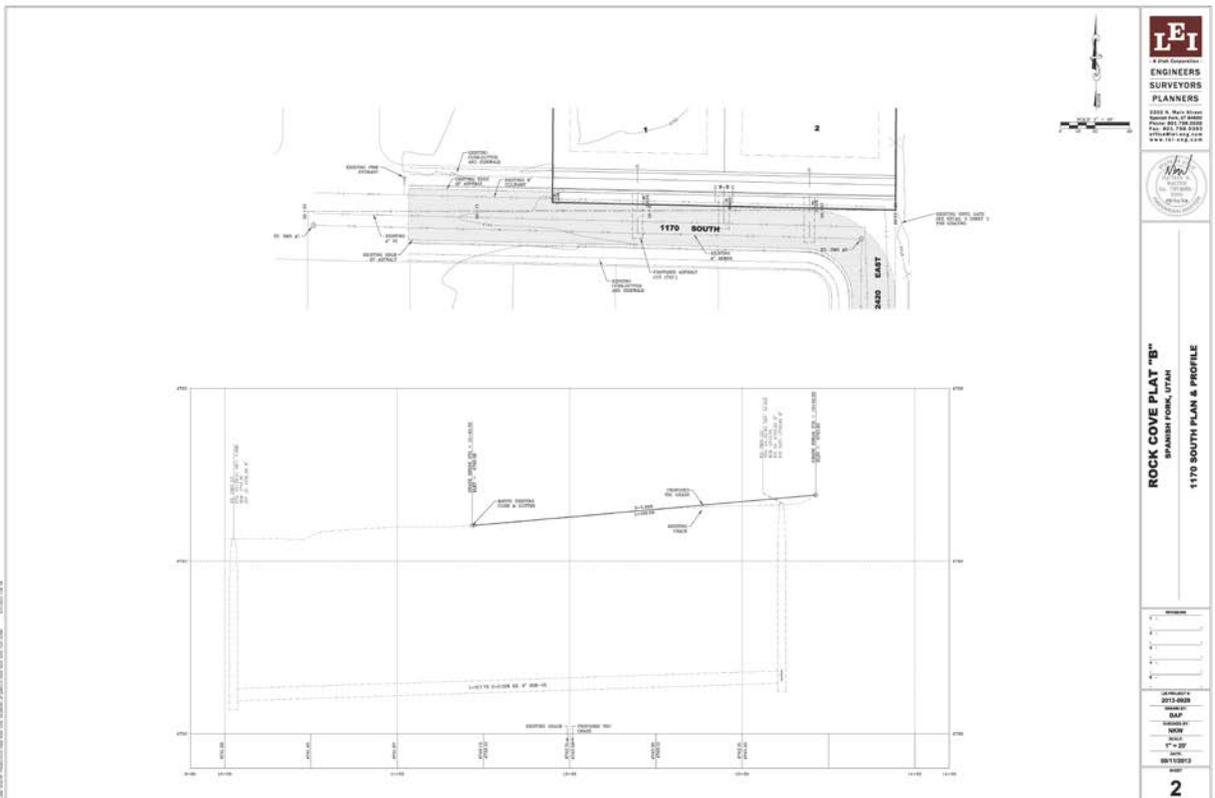
**LEI**  
 A Full-Service  
**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**

2222 N. Main Street  
 Spanish Fork, UT 84643  
 Phone: 801.736.2222  
 Fax: 801.736.2222  
 www.lei-engineers.com

*Wm*  
 W. M. ...  
 ...

**ROCK COVE PLAT "B"**  
 SPANISH FORK, UTAH  
 UTILITY PLAN

1



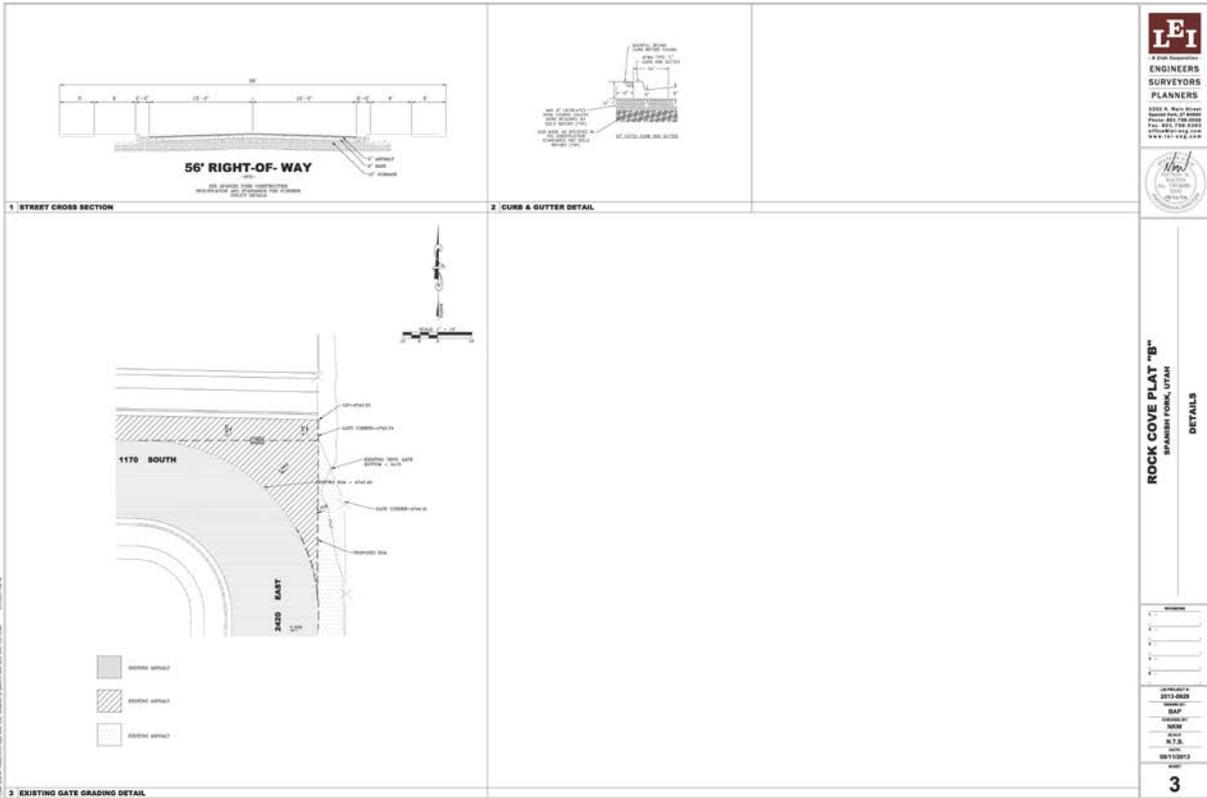
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 Spanish Fork, UT 84643  
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 Fax: 801.736.2222  
 www.lei-engineers.com

*Wm*  
 W. M. ...  
 ...

**ROCK COVE PLAT "B"**  
 SPANISH FORK, UTAH  
 1170 SOUTH PLAN & PROFILE

2



**LEI**  
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**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**  
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 Spanish Fork, UT 84643  
 Phone: 801.726.2222  
 Fax: 801.726.2222  
 www.lei-engineers.com





# PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL  
LARSEN (STONE) PRELIMINARY PLAT

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

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

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

**Request:** Dave Simpson is requesting Preliminary Plat Approval for an In-Fill Overlay project in the R-3 Zone.

**Zoning:** R-3.

**General Plan:** High Density Residential.

**Project Size:** .25 acres.

**Number of lots:** 3 units.

**Location:** 880 East 600 North.

## Background Discussion

This project has not changed in any significant way from what was presented to the Planning Commission and City Council when the In-Fill Overlay proposal was approved.

One of the more significant issues that was discussed during the previous review pertained to the building, its design and otherwise how it would look. As such, the Council required that elevations of the proposed structure be provided at this stage of the approval process.

Proposed elevations are attached to this report. These elevations were submitted only a few hours before your agenda needed to be completed. I have not spent a lot of time looking at the proposed elevations but in a quick review it appears as though they are very similar to what had been presented with the Zone Change.

The Commission recommended that the elevations be modified by adding a brick wainscot on three sides of the building.

## Development Review Committee

The Development Review Committee reviewed this request in their September 18, 2013 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

### Larsen

Applicant: Dave Simpson  
 General Plan: High Density Residential  
 Zoning: R-3  
 Location: 600 North 880 East

Mr. Anderson explained that the City Council had approved the In-Fill Overlay zone for this proposal. He further explained that the applicant had the plat prepared the way that the City wanted to see it with a limited common area in the back of each of the units. One of the issues that the Planning Commission raised was the parking in proximity to the building. It has been addressed. The only issue



that hasn't been addressed is architecture which is a big deal for the Planning Commission. They want to see final elevations.

Mr. Simpson said that he looked into moving a driveway but that it would not work.

Mr. Anderson said that the Planning Commission will want to see the architecture and that the City would need it by September 25<sup>th</sup> in order to make the Planning Commission's October meeting. He told the applicant that there would need to be separate sewer laterals to each unit.

Discussion was held regarding whether or not the City would allow shared laterals with a manifold. It was determined that the City wanted the laterals to be separate. It is better for the City as well as the resident.

Mr. Thompson described what changes needed to be made to the plans.

Mr. Thompson explained that the City has not allowed for driveways to be constructed how they are proposed in this development and that this will be a new approach for the City.

Mr. Anderson expressed that he felt it was an efficient way as opposed to other options.

Discussion was held regarding off-street parking in the area.

Mr. Anderson explained that the Committee was recommending the driveway be approved because the combined width does not exceed what the City would allow to be built with any single-family home or other residential use in the City.

Mr. Baker **moved to approve** the Larsen Preliminary Plat subject to the following conditions:

### Conditions

1. That the applicant submit the elevation drawings to the City's Community Development Department by September 25<sup>th</sup>.
2. That the applicant meet the zoning conditions imposed by the City Council.
3. That the applicant meet the City's Construction Standards.

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

### Planning Commission

The Planning Commission reviewed this request in their October 2, 2013 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

#### Larsen (Stone)

Applicant: Dave Simpson  
General Plan: High Density Residential  
Zoning: R-3  
Location: 880 East 600 North

Mr. Anderson explained that the Commission had reviewed this proposal in their last meeting and recommended that the applicant modify the building elevations and bring them back to the Commission for their approval. Mr. Anderson said that the plat met the City's zoning requirements.

Commissioner Swenson said that he felt the architecture looked the same.

Mr. Dave Simpson said that windows had been added.

Mr. Anderson explained that the building was supposed to have a brick wainscot but that the plans were not showing it.

Commissioner Swenson said that the plans looked the same to him and that he felt that the intent was for the three buildings to look different from one another.

Mr. Simpson explained that the garage elevations had been changed. He said that he did not know whether brick or rock was decided for the exterior. He said that he would propose to put a brick wainscot on the front and east sides of the building.

Commissioner Heap asked if the parking stalls met the City's standards. Mr. Anderson said yes and explained that the In-Fill Overlay zone allowed for deviation from the City's parking standards.

Discussion was held regarding requiring a four-foot brick wainscot on every side except for the back side with stucco above and a window on the west side.

Chairman Gonzales **moved to recommend approval** of the Larsen Preliminary Plat subject to the following conditions:

### Conditions

1. That the applicant meets the zoning conditions imposed by the City Council.
2. That the applicant meets the City's Construction Standards.
3. That a four-foot brick wainscot be added so as to match some of the characteristics of the existing structures on the neighboring properties.

Commissioner Swenson **seconded** and the motion **passed** all in favor.

### **Budgetary Impact**

There is no anticipated budget impact with this proposed subdivision.

### **Recommendation**

Staff recommends that the proposed Preliminary Plat be approved provided that the Commission is comfortable with the proposed building elevations.





**LEGEND**

- EXISTING STREET LIGHT
- EXISTING FIRE HYDRANT
- EXISTING GABLE ROOFLINE
- EXISTING POWER POLE
- PROPERTY BOUNDARY
- CONCRETE
- SECTION LINE
- SEAWALL
- EXISTING REEF LINE
- EXISTING OVER HEAD POWER
- EXISTING FENCE LINE
- EXISTING STORM DRAIN W/MANHOLE
- EXISTING SANITARY SEWER W/MANHOLE
- EXISTING CULVERT W/PIPELINE
- LIMITED COMMON AREA
- PRIVATE OWNERSHIP
- COMMON AREAS/OPEN SPACE

**DATA TABLE**

TOTAL ACRES = 0.247 ACRES

TOTAL UNITS = 3

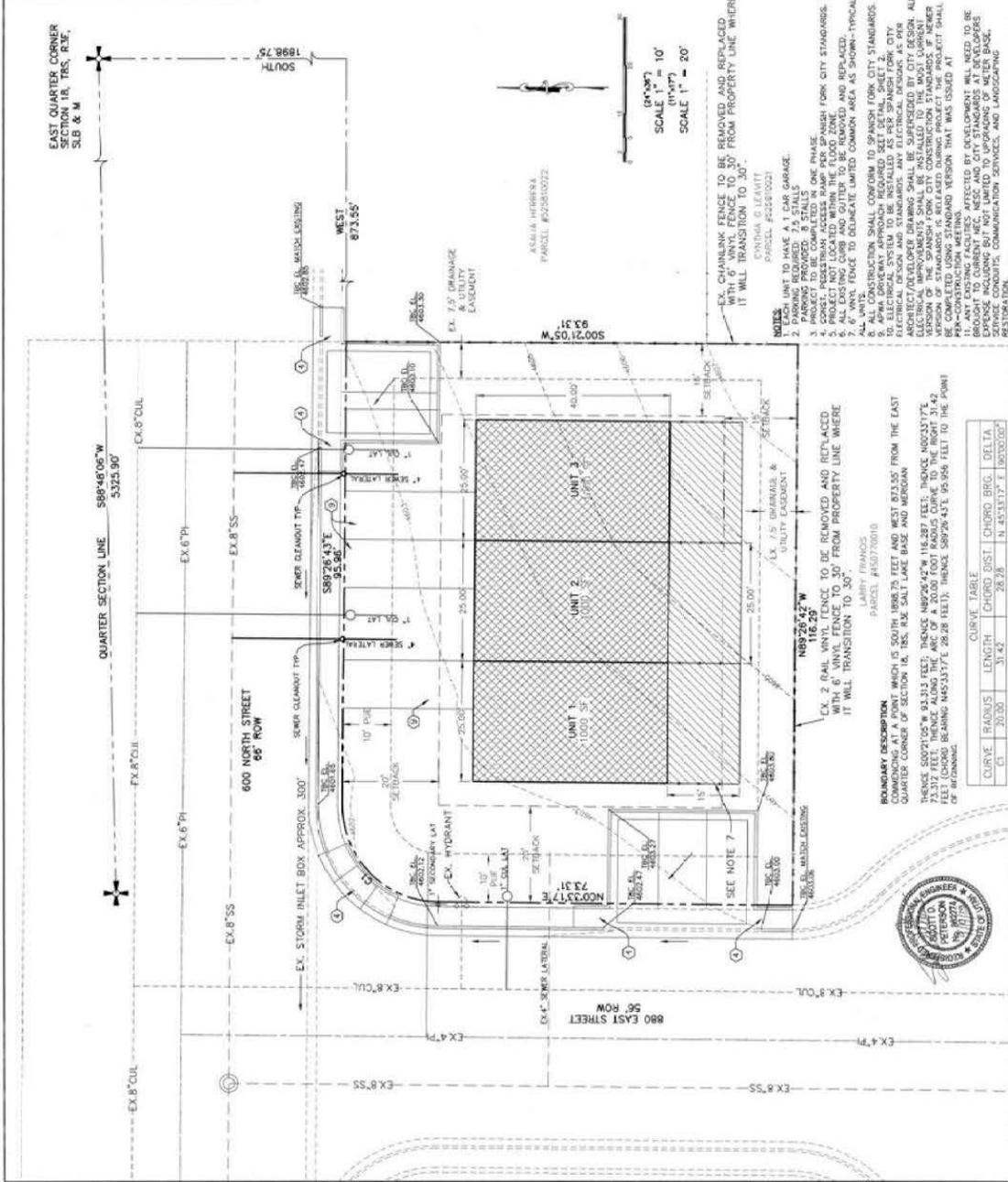
DENSITY UNITS/ACRE = 12.14

ACREAGE IN OPEN SPACE = .353 ACRES

**ENGINEER**  
A.T. ENGINEERING  
1000 SOUTH 400 WEST  
SPANISH FORK, UT 84606  
801-655-0966

**DEVELOPER**  
BLAIR SIMPSON  
1000 SOUTH 400 WEST  
SPANISH FORK, UT 84606  
801-655-0966

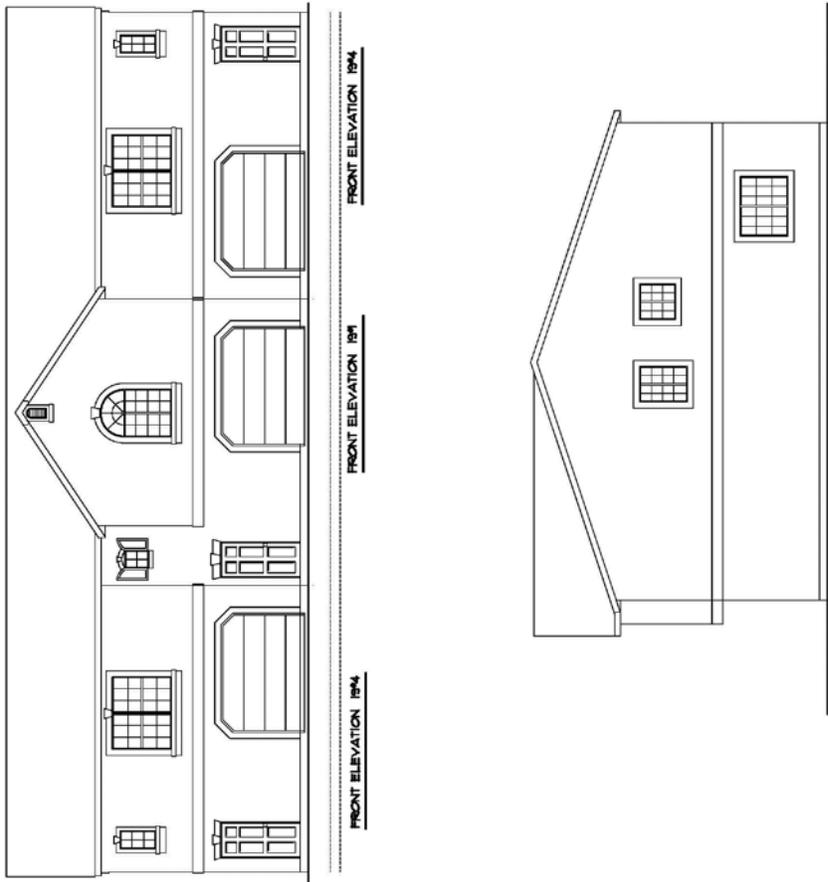
**LARSEN ESTATES LOT 10**



THIS SET OF ARCHITECTURAL DRAWINGS IS THE PROPERTY OF THE ARCHITECT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THESE DRAWINGS WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT IS PROHIBITED.



SYD  
STRUCTURAL, YARDS, DESIGN  
101 N. 10TH ST. SUITE 200  
DENVER, CO 80202  
TEL: 303.733.1111  
WWW.SYDARCHITECTS.COM



FRONT ELEVATION 194

FRONT ELEVATION 191

STREET SIDE ELEVATION

**ELEVATIONS**

DATE: 10/15/2024  
DRAWN BY: J. SMITH  
CHECKED BY: A. JONES  
SCALE: AS SHOWN

**ATTENTION!**

THESE DRAWINGS ARE PRELIMINARY AND NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THE DESIGN SHALL BE MADE IN WRITING BY THE ARCHITECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL INFORMATION PROVIDED. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL INFORMATION PROVIDED. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL INFORMATION PROVIDED. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL INFORMATION PROVIDED.





SYD  
SOUTH YAKIMA DEVELOPMENT  
1000 N. 10TH STREET  
YAKIMA, WA 98901  
PH: 509.425.1234  
WWW.SYDWA.COM

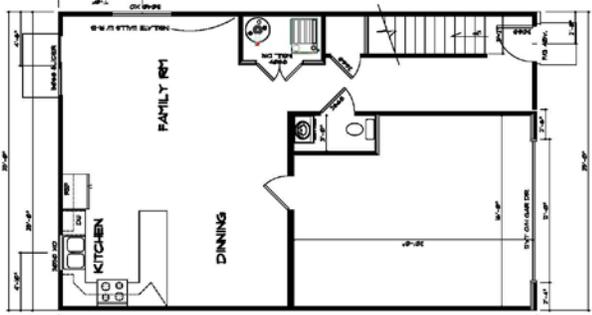
**MAN FLOOR PLAN**

CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS AS SHOWN ON THIS PLAN.

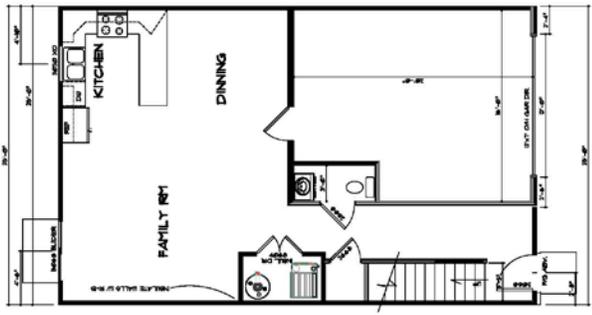
DATE: 10/15/2024  
DRAWN BY: J. SMITH  
CHECKED BY: M. JONES  
SCALE: 1/8" = 1'-0"

**ATTENTION!**

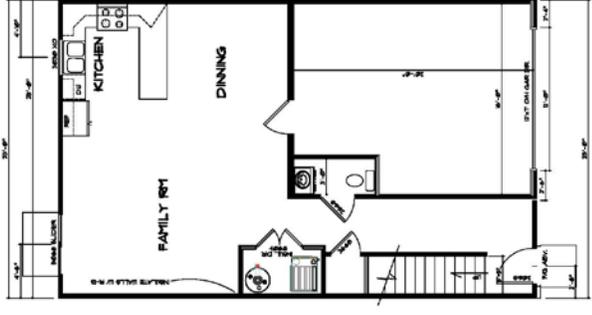
TO BE SURE THAT ALL DIMENSIONS AND CONDITIONS ARE CORRECTLY SHOWN ON THIS PLAN, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AS SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS AS SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS AS SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS AS SHOWN ON THIS PLAN.



**MAIN FLOOR PLAN 184**  
SCALE: 1/8" = 1'-0"



**MAIN FLOOR PLAN 184**  
SCALE: 1/8" = 1'-0"



**MAIN FLOOR PLAN 184**  
SCALE: 1/8" = 1'-0"

- BRICKED WALL PANELS:**
- 1. 1/2" BRICK MASONRY
  - 2. 1/2" BRICK MASONRY
  - 3. 1/2" BRICK MASONRY
  - 4. 1/2" BRICK MASONRY
  - 5. 1/2" BRICK MASONRY

- HOLDINGS:**
- 1. BRICK MASONRY
  - 2. BRICK MASONRY
  - 3. BRICK MASONRY
  - 4. BRICK MASONRY
  - 5. BRICK MASONRY

**NOTE:**

1. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
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17. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
18. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
19. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
20. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.



# PRELIMINARY PLAT

## REPORT TO THE PLANNING COMMISSION CANYON CREEK PHASE 3 PRELIMINARY PLAT

**Agenda Date:** October 2, 2013.

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

**Reviewed By:** Development Review Committee.

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

**Zoning:** Commercial 2 and Industrial 1.

**General Plan:** General Commercial and Light Industrial.

**Project Size:** Approximately 5.27 acres.

**Number of lots:** 3.

**Location:** 500 East Kirby Lane.

### Background Discussion

The proposed Preliminary Plat is presented for the Commission's review. This plat would create three lots to accommodate uses that are permitted in the City's Commercial 2 and Industrial 1 zones. 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 September 18, 2013 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

#### Canyon Creek Phase 3

Applicant: Woodbury Corporation  
 General Plan: General Commercial  
 Zoning: Commercial 2 and Industrial 1  
 Location: 500 East Kirby Lane

Mr. Anderson explained that the proposal is part of the Canyon Crossing development and that the zoning ought to be one zone but if the applicant is concerned about timing then the zoning can be dealt with at a later date.

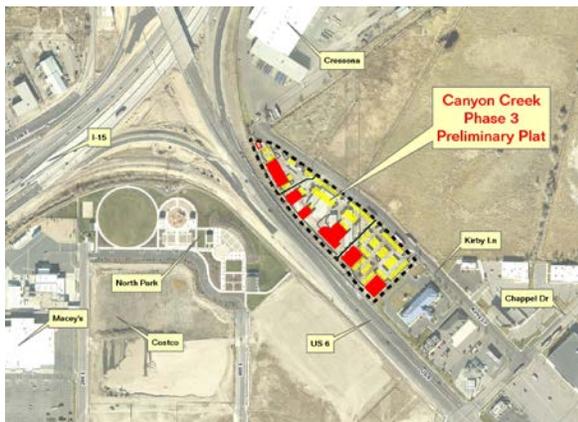
Mr. Peterson explained the existing power and where they would tie into it for the development.

Mr. Rich explained that they had purchased the driveway from the hotel and that they could block it off or do whatever the City would like.

Mr. Thompson explained what the redline items were that needed to be addressed.

Discussion was held regarding sidewalk on Kirby Lane.

Mr. Anderson **moved to approve** the Canyon Creek Phase 3 Preliminary Plat subject to the applicant meeting the City's Engineering Department's



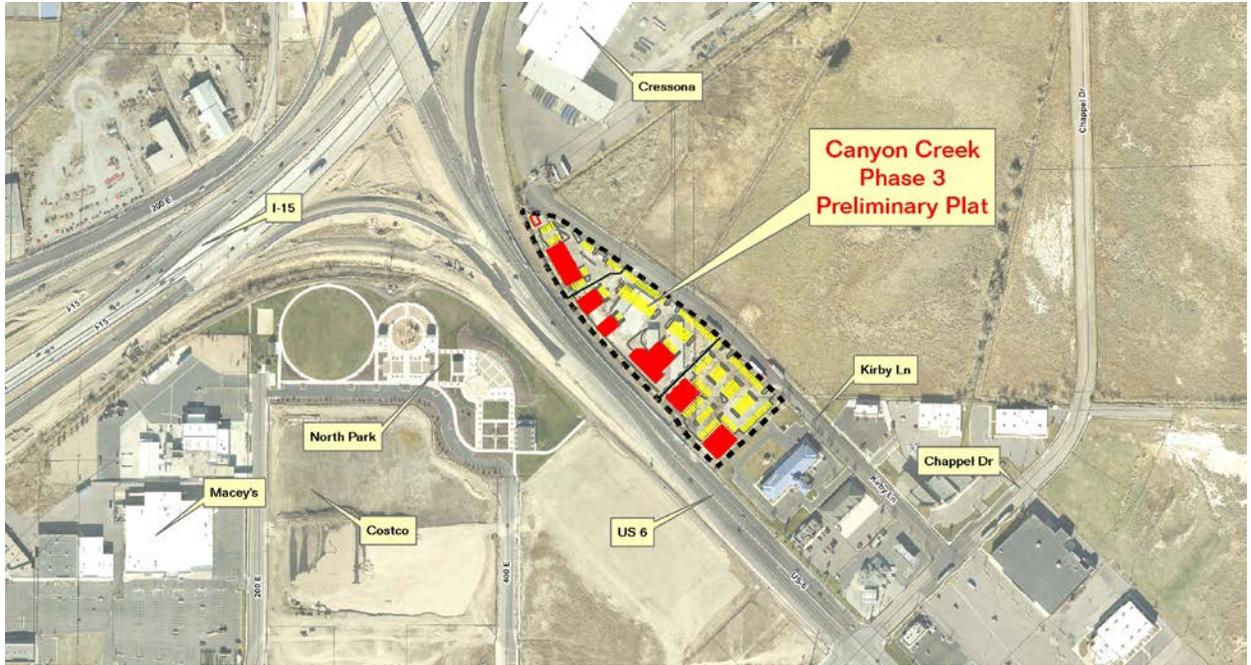
concerns being addressed. Mr. Baker **seconded** and the motion **passed** all in favor.

### **Budgetary Impact**

There is no anticipated budget impact with this proposed subdivision.

### **Recommendation**

Staff recommends that the proposed Preliminary Plat be approved.







# PRELIMINARY PLAT

## REPORT TO THE CITY COUNCIL NORTH PARK PHASE 4 PRELIMINARY PLAT

**Agenda Date:** October 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 thirteen-lot commercial subdivision.

**Zoning:** Commercial 2.

**General Plan:** General Commercial.

**Project Size:** Approximately 5.27 acres.

**Number of lots:** 13.

**Location:** 500 East 1000 North

### Background Discussion

The proposed Preliminary Plat is presented for the Council's review. This plat would create 13 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 September 18, 2013 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

#### North Park Amended

Applicant: Woodbury Corporation  
 General Plan: General Commercial  
 Zoning: Commercial 2 and Industrial 1  
 Location: 500 East 1000 North

Discussion was held regarding the lot lines and why they zigged and zagged all over the place.

The applicant explained that the lot lines were to allow for flexibility.

Mr. Anderson explained that in a meeting with Richard Mendenhall it was proposed that the corner parcel would be dedicated to the City and asked if that was still the plan. Mr. Rich said that he was not sure.

Mr. Oyler said that the City's concern is parking and that since there is no longer a cross easement parking agreement with Costco that parking is a concern.

Mr. Anderson said that there are issues with regard to weeds and explained where the issues are. Mr. Rich said that he would take care of the issue.



Mr. Baker **moved** to **approve** the North Park Amended Preliminary Plat. Mr. Oyler **seconded** and the motion **passed** all in favor.

### Planning Commission

The Planning Commission reviewed this request in their October 2, 2013 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

#### Canyon Creek Phase 3

Applicant: Woodbury Corporation  
General Plan: General Commercial  
Zoning: Commercial 2  
Location: 500 East Kirby Lane

Mr. Anderson explained the proposal was between Kirby Lane and US 6. The subdivision is part of the Canyon Creek Shopping Center. He further explained that the North Park Amended plat is being amended by Woodbury Corporation. They have purchased the Home Depot site and are subdividing it into smaller parcels.

Mr. Johnson asked that the Commission consider, as part of their motion, a condition that the applicant conducts a traffic study for the intersection at 500 East and 1000 North. The City does not know what businesses will be in there and a signal may be warranted.

Commissioner Heap **moved** to recommend **approval** of the Canyon Creek Phase 3 Preliminary Plat. Commissioner Gull **seconded** and the motion **passed** all in favor.

#### North Park Amended

Applicant: Woodbury Corporation  
General Plan: General Commercial  
Zoning: Commercial 2  
Location: 500 East 1000 North

Discussion was held regarding the Canyon Creek Phase 3 plat.

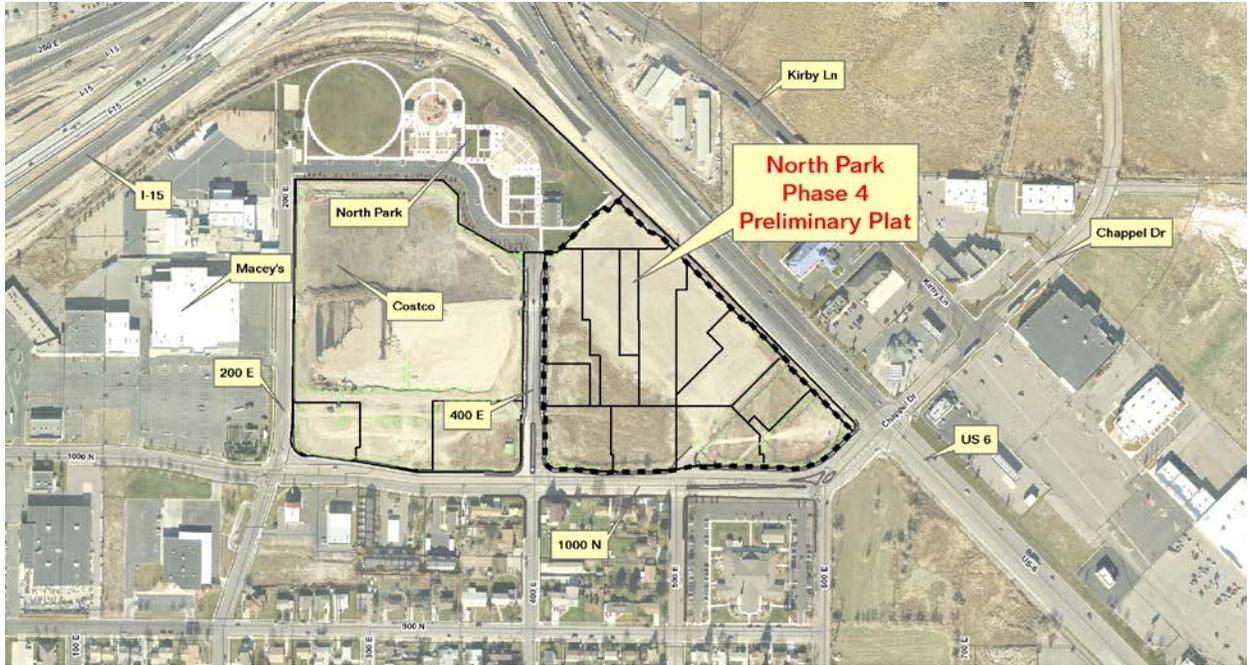
Chairman Gonzales **moved** to recommend **approval** of the North Park Amended Preliminary Plat subject to the applicant conducting a traffic study on the 500 East 1000 North intersection. If a signal is warranted than it will be at the applicant's expense to construct it. Commissioner Swenson **seconded** and the motion **passed** all in favor.

### Budgetary Impact

There is no anticipated budget impact with this proposed subdivision.

### Recommendation

Staff recommends that the proposed Preliminary Plat be approved.





# RESOLUTION No. 13-10

## ROLL CALL

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

I MOVE this resolution be adopted:

I SECOND the foregoing motion:

## RESOLUTION No. 13-10

### A RESOLUTION AUTHORIZING THE MAYOR TO REQUEST AN AUDIT OF STRAWBERRY WATER USERS ASSOCIATION

WHEREAS, Spanish Fork City owns shares of stock in Strawberry Water Users Association (SWUA) and has done since the inception of SWUA; and

WHEREAS, SWUA administers, via contract with the federal government, water from a federal project known as the Strawberry Valley Project; and

WHEREAS, the Strawberry Valley Project has been an integral part of the growth and economic development of south Utah County for over 100 years and the management of water from the project will be critical to the continued growth and development of the area, including Spanish Fork City; and

WHEREAS, as a federal project, all facilities are owned by the federal government; and

WHEREAS, recently, SWUA has claimed ownership of an electric transmission line and accompanying easement which belongs to the federal government and which ownership has been succinctly clarified by the Bureau of Reclamation; and

WHEREAS, SWUA's claim of ownership has created a tax burden which SWUA is attempting to pass off to the City; and

WHEREAS, SWUA's insistence on their claim is a violation of federal law and is believed to be a misappropriation of project funds and a misuse of project facilities; and

WHEREAS, the Department of Interior has an audit process whereby the City's concerns can be addressed and either have problems corrected or satisfy the City that their concerns are not warranted;

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

1. The Mayor of Spanish Fork City is hereby authorized to request a federal audit of Strawberry Water User's Association by the United States Department of Interior.

DATED this 15th day of October, 2013.

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G. WAYNE ANDERSEN, Mayor

---

KENT R. CLARK, Recorder



## ***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 October 15, 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 – [June 18, 2013](#)

#### **3. NEW BUSINESS:**

- a. \* [Resolution #13-02 A Resolution of the Spanish Fork City Redevelopment Agency Dissolving the Swenson Economic Development Area](#)

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

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

Tentative Minutes  
Redevelopment Agency Meeting  
June 18, 2013

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

Staff Present: David Oyler, City Manager; Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Dave Anderson; Community Development Director; Chris Thompson, Public Works Director; Dale Robinson, Parks & Recreation Director; Kent Clark City Recorder/Finance Director; John Bowcut, IS Director; Sergeant Phil Nielsen; Angie Warner, Deputy Recorder; Bryan Perry, Assistant IS Director.

Citizens Present: Connie Muhlestein, Christie Muhlestein Solomon, Clint Muhlestein, Britten Redd, Gabriel Tale, Payton Redd, Michael Luther, Troy A. Jackson, Christine Muhlestein, Lynette Muhlestein, Teresa Argyle, Chad Argyle, Richard A. Evans, Jesse Conway, Jed Morley, Mike Mendenhall, Jim Wilbur, Rick Salisbury, Bret Jackson, Kamilyn Jackson, Janice Ottesen, Dan Davis, Lynn Jones, Duane Hutchings, Scott Peterson, Jacob Farnsworth, Scott Woolston, Benjamin Knowlton, Joseph Curtis.

**ADJOURN TO REDEVELOPMENT AGENCY:**

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

Councilman Davis **Seconded** and the motion **Passed** all in favor at 9:03p.m.

**CONSENT ITEMS**

- a. Minutes of Spanish Fork City Redevelopment Agency Meeting – June 4, 2013

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

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

**NEW BUSINESS**

**FY 2014 RDA Budget**

Kent Clark said the budget is presented tonight for approval and there have been no changes to the RDA budget since the public hearing.

Councilman Dart made a **motion** to **adopt** the FY 2014 RDA Budget

Councilman Davis **seconded** and the motion **passed** all in favor.

**ADJOURN BACK TO CITY COUNCIL**

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 9:05p.m.

ADOPTED:

\_\_\_\_\_  
Angie Warner, Deputy Recorder

# THE SPANISH FORK CITY REDEVELOPMENT AGENCY

## RESOLUTION No. 13-02

### ROLL CALL

VOTING	YES	NO
G. WAYNE ANDERSEN CHAIRPERSON		
ROD DART		
RICHARD M. DAVIS		
BRANDON GORDON		
STEVE LEIFSON		
KEIR A. SCUBES		

I MOVE this resolution be adopted:

I SECOND the foregoing motion:

## RESOLUTION No. 13-02

### A RESOLUTION OF THE SPANISH FORK CITY REDEVELOPMENT AGENCY DISSOLVING THE SWENSON ECONOMIC DEVELOPMENT AREA

WHEREAS, Spanish Fork City has created the Spanish Fork City Redevelopment Agency (the Agency) by resolution, pursuant to the provisions of Utah Code Annotated §17C-1-201, for the purpose of conducting urban renewal, economic development, and community development activities within Spanish Fork City, as contemplated by the Limited Purpose Local Government Entities - Community Development and Renewal Agencies Act, Chapter 4 of Title 17C of the Utah Code; and

WHEREAS, the Agency has, by RDA Resolution 97-04, created an economic development area known as the Swenson Economic Development Area (Swenson EDA); and

WHEREAS, the Swenson EDA has never been activated; and

WHEREAS, much of the property within the Swenson EDA has either been obtained by IHC Health Services, Inc. (IHC), or is under contract to be obtained by IHC; and

WHEREAS, IHC has requested that the Swenson EDA be terminated;



## EXHIBIT A

STARTING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S 88° 59' 48" W 934.09 FEET, S 32° 00' 00" W 557.04 FEET, S 89° 00' 00" W 14.61 FEET, S 22° 00' 00" W 161.44 FEET, S 83° 00' 00" E 137.60 FEET, S 01° 00' 00" W 426.34 FEET, S 89° 00' 00" E 304.57 FEET, S 00° 20' 00" E 1438.41 FEET, N 88° 50' 00" W 457.71 FEET, S 44° 57' 00" W 187.84 FEET, S 00° 40' 00" E 367.81 FEET, S 02° 58' 32" E 24.58 FEET, S 88° 30' 04" W 143.62 FEET, S 84° 00' 00" W 271.02 FEET, S 45° 00' 00" W 712.40 FEET, EAST 790.62 FEET, S 01° 25' 00" E 1591.79 FEET, S 87° 30' 27" E 127.22 FEET, S 10° 00' 00" W 202.44 FEET, S 89° 30' 00" W 369.89 FEET, S 55° 45' 44" W 306.79 FEET, S 30° 38' 28" W 1235.05 FEET, S 00° 34' 55" E 353.37 FEET, S 88° 31' 07" E 2716.85 FEET, NORTH 391.94 FEET, EAST 32.38 FEET, SOUTH 7.22 FEET, EAST 1287.20 FEET, NORTH 2646.61 FEET, N 08° 08' 20" W 46.99 FEET, N 00° 21' 30" W 745.65 FEET, N 14° 03' 52" E 46.57 FEET, NORTH 42.18 FEET, N 55° 40' 23" E 371.58 FEET, N 33° 02' 50" W 17.13 FEET, N 55° 18' 00" E 442.60 FEET, WEST 657.63 FEET, NORTH 636.79 FEET, N 16° 23' 54" W 49.89 FEET, S 43° 45' 00" W 471.09 FEET, S 73° 00' 00" W 1056.87 FEET, NORTH 2616.39 FEET TO THE POINT OF BEGINNING.

# Spanish Fork City Street Map Swensin EDA



Scale: 1 in = 850 ft  
Plot Created: June 13, 1997

## Map Legend

-  Spanish Fork City
-  City and County Road Centerlines
-  State Road Centerlines
-  Railroads
-  City Boundary
-  Special Parcel Boundary



Spanish Fork City Engineering  
40 South Main St.  
Spanish Fork, Utah 84660  
(801) 798-5080

