



## CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a **work session at 5:15 p.m.**, preceding its 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 April 15, 2014.**

### 5:15pm WORK SESSION:

1. CPAT Program – Dave Anderson
2. Ethics Commission – Junior Baker

### 6:00pm AGENDA ITEMS:

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

- a. Motivational/Inspirational Message
- b. Pledge, led by invitation

#### 2. PUBLIC COMMENTS:

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

#### 3. COUNCIL COMMENTS:

#### 4. SPANISH FORK 101: Cemetery Changes –Bill Bushman

#### 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 – [April 1, 2014](#)
- b. \* [Comcast Pole Attachment License Agreement](#)
- c. \* [Resolution #14-06 Proclaiming Arbor Day](#)

#### 6. PUBLIC HEARING:

- a. \* [Elsie S. Thomas Annexation](#) – This proposed Annexation contains some 32 acres located at 100 South 1000 West. It is proposed that the properties be zoned R-1-12 and Rural Residential.

#### 7. NEW BUSINESS:

- a. \* [Ordinance #05-14 Prohibiting E-cigarettes in Parks and Recreation Facilities](#)
- b. \* [Utah County Municipal Recreation Grant Application](#)

#### 8. CLOSED SESSION:

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

### ADJOURN:

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

Notice is hereby given that:

- In the event of an absence of a quorum, agenda items will be continued to the next regularly scheduled meeting.
- By motion of the Spanish Fork City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that Chapter.
- This agenda is also available on the City's webpage at [www.spanishfork.org](http://www.spanishfork.org)

SPANISH FORK CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. The public is invited to participate in all Spanish Fork City Council Meetings located at 40 South Main St. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at 804-4530.

Tentative Minutes  
Spanish Fork City Council Meeting  
April 1, 2014

4:30pm

**WORK SESSION**

Elected Officials Present: Mayor Steve Leifson, Councilmembers Rod Dart, Keir A. Scoubes, Richard Davis, Brandon Gordon, Mike Mendenhall.

Staff Present: David Oyler, City Manager; Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Dave Anderson; Community Development Director; Chris Thompson, Public Works Director; Dale Robinson, Parks & Recreation Director; Kent Clark City Recorder/Finance Director; Steve Adams, Public Safety Director; Pam Jackson, Library Director; John Bowcut, IS Director; Angie Warner, Deputy Recorder.

Citizens Present: none.

Dave Oyler reviewed the schedule for when the budgets will be presented at upcoming city council meetings. Mr. Oyler said that in the general fund the city is about \$300,000 shorter than last year. Mr. Oyler presented some options to fill that void. Take it out of the enterprise fund or raise taxes.

Discussion took place whether to pull from the two larger areas or more from the broadband and electric and less from the other areas.

Dave Oyler said that from this discussion it seems that the city council would like to transfer from the departments that way the city does not have to add another tax for the residents.

Discussion took place regarding a RAP Tax and a ZAP Tax.

Mr. Oyler reviewed the budget for the salaries and benefits.

*Kent Clark left at 5:16pm*

Discussion took place regarding projects in various departments.

City Council adjourned for a brief break before regular City Council Meeting.

6:00pm

**CITY COUNCIL MEETING**

Citizens Present: Terry Burr, Walker Burr, Reece DeMille-Republic Services, Dave Scoville, Zoe Patton, Hyrum Heward.

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

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

Motivation/Inspirational Message given by Chief Steve Adams.

Councilman Gordon led in the pledge of allegiance.

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**PUBLIC COMMENTS:**

None.

**COUNCIL COMMENTS:**

Councilman Mendenhall said he will be attending the Chamber of Commerce board meeting tomorrow morning.

Councilman Scoubes gave a shout out to the public safety for the extra work during the Krishna Holi Festival of Colors.

Chief Adams gave an overview on the impact on the public safety department during the Krishna Holi Festival of Colors event.

Councilman Dart asked Spanish Fork Library Card holders to utilize the e-magazine program.

Councilman Davis said the UMPA Conference was great and very educational. Councilman Davis announced that the Mt. Nebo Water Agency met for the first time on March 24th. This agency is going to be a great protector for our water sources.

Councilman Gordon said they had a great turn out at the rabies clinic that was held recently. Councilman Gordon reminded the public that the Miss Spanish Fork Pageant will be this Saturday April 5th at 7:00pm at Spanish Fork High School.

Mayor Leifson said the UMPA training was great. Mayor Leifson also traveled to the APPA Conference where they addressed national power issues.

**SPANISH FORK 101: Household Hazardous Waste –Chris Thompson**

April 12, 2014 9:00am-3:00pm at the Provo Towne Center parking lot.

**CONSENT ITEMS:**

- a. Minutes of Spanish Fork City Council Meeting – March 18, 2014
- b. Memorandum of Understanding with Bird Nest General Partnership and C&A Construction, Inc. for the Removal of Clay at Butler Springs Pond Site
- c. Legacy Farms Connector’s Agreement

Mayor Leifson recommends adding Mike Mendenhall as present to the March 18, 2014 minutes.

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

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

**PUBLIC HEARING:**

**Proposed Amendments to Title 15 - This proposal involves making a variety of changes to Title 15, the City’s Zoning Ordinance.**

Dave Anderson said that Development Review Committee and the Planning Commission have reviewed these changes and have recommended approval. These are changes from a course of several months. Mr. Anderson reviewed the changes to the following areas:

- 1. Driveway Slope

- 97 2. Pedestrian Connections
- 98 3. Impact Fees for Existing Lots
- 99 4. Plat Amendment Process
- 100 5. Master Plan Development
- 101 6. Subdivision Waiver
- 102 7. Two Points of Access
- 103 8. Dedication of Corridor next to River
- 104 9. Local Street Connectivity
- 105 10. Hearing Requirement
- 106 11. Agricultural Sales
- 107 12. Definitions
- 108 13. Notices
- 109 14. Outdoor Storage
- 110 15. Zoning Table
- 111 16. Residential Districts
- 112 17. Submittal Requirements
- 113 18. Recordation and Construction
- 114 19. Bonding Requirement
- 115 20. Carport Setbacks
- 116 21. Downtown Commercial Parking
- 117 22. Billboards Permits

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119 Councilman Scoubes made a **Motion** to move into Public Hearing to discuss the Proposed  
120 Amendments to Tile 15.

121 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 6:56p.m.

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123 Mayor Leifson welcomed public comment.

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125 There was none.

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

128 Councilman Dart **Seconded** and the motion **Passed** all in favor at 6:57p.m.

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130 Councilman Davis feels that maybe in the future we might use the zoning districts that were  
131 requested to be taken out and would like to leave them in.

132  
133 Councilman Mendenhall asked to clarify the river dedication.

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135 Mr. Anderson said that when a buyer wants to buy property by the river, the 40 feet is the city's  
136 property, not the buyer. That process will happen with the developer.

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138 Councilman Davis made a **Motion** to **approve** the Ordinance #04-14 Making Various  
139 Amendments to the Land Use Ordinance of Spanish Fork City subject to not removing the zoning  
140 designations R-1-60 and R-1-80.

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

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143 **NEW BUSINESS:**

144 **Board & Committee Appointments – Dispatch Board Alternate; Rodeo Committee**

145 Mayor Leifson proposed appointing Councilman Rod Dart as the Utah Valley Dispatch Board  
146 Alternate.

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148 Councilman Davis made a **Motion** to **approve** the Mayor's Appointment of Councilman Rod Dart  
149 to be the Utah Valley Dispatch Board Alternate.  
150 Councilman Gordon **Seconded** and the motion **Passed** all in favor.

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152 Mayor Leifson proposed appointing Kevin Parker and Wayne Andersen to the Rodeo Committee.  
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154 Councilman Davis made a **Motion** to **approve** the Mayor's Appointment of Kevin Parker and  
155 Wayne Andersen to the Rodeo Committee.  
156 Councilman Mendenhall **Seconded** and the motion **Passed** all in favor.

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158 **Muhlestein Meadows Amended Preliminary Plat – This proposal involves potentially approving an**  
159 **Amended Preliminary Plat for the Muhlestein Meadows Development so as to permit three lots**  
160 **to be less than 15,000 square feet.**

161 Dave Anderson said this proposal will treat the Muhlestein Meadows as a master planned  
162 development. And this proposal is to allow a pedestrian access in the development so the  
163 children can access ALA. With the pedestrian access it makes three of the lots less than the  
164 15,000 square feet. The Development Review Committee and the Planning Commission  
165 recommend approval.

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167 Councilman Dart made a **Motion** to **approve** the Muhlestein Meadows Amended Preliminary Plat  
168 as a Master Planned Development.

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

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171 **Residential Solid Waste & Opt-out Recycling Collection and Disposal Agreement with Republic**  
172 **Services of Utah**

173 Chris Thompson explained that the City Council appointed a Citizen Ad-hoc Committee to  
174 complete a study on the garbage and recycling. Based on the recommendations from that  
175 committee staff has negotiated a contract with Republic Services.

176 Mr. Thompson reviewed the recommendations that have been implemented into the contract.

- 177 1. Renew and consolidate our garbage and recycling contracts with Republic Services.
- 178 2. Begin an opt-out recycling program and charge actual cost for recycling and  
179 garbage.
- 180 3. Have the recycle cans be owned by the city as well.

181  
182 Councilman Gordon reminded the residents that the recycle can is only dumped every two weeks.  
183

184 Councilman Gordon made a **Motion** to **approve** the Residential Solid Waste & Opt-out Recycling  
185 Collection and Disposal Agreement with Republic Services of Utah.

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

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188 **ADJOURN:**

189 Councilman Dart made a **Motion** to **adjourn**.

190 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:23 p.m.

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192 **ADOPTED:**

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Angie Warner, Deputy Recorder



# Memo

To: Mayor and City Council  
From: Chris Thompson P.E., Public Works Director/City Engineer  
Date: April 4, 2014  
Re: Comcast Pole Attachment License Agreement

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## Staff Report

### RECOMMENDED ACTION

Approval of the Comcast Pole Attachment License Agreement.

### BACKGROUND

In an effort to limit the number of poles in the city we allow cable and phone providers to attach their lines to Spanish Fork City power poles. In 1995 the city agreed to charge \$5 an attachment.

### DISCUSSION

Upon learning that Comcast had signed more recent agreements to pay a higher fee to other cities we entered into negotiations with Comcast to increase the charge. We used an APPA formula to calculate what rates could be justified. This formula indicated that we could charge up to \$18.69 an attachment. We submitted this cost formula to Comcast and they offered to pay \$15 an attachment with an annual adjustment. We compared this with other cities in Utah and recommend that the city council approve this adjustment.

### ALTERNATIVES

The city council could ask staff to try and negotiate a higher rate.

Attached: agreement, calculation sheet



## POLE ATTACHMENT LICENSE AGREEMENT

THIS AGREEMENT (this "Agreement"), made and entered into this \_\_\_ day of \_\_\_\_\_, 2014 ("Effective Date") by and between SPANISH FORK CITY, a municipality, which operates its own electric utility, with offices located at 40 South Main, Spanish Fork, Utah 84660 (hereinafter referred to as "LICENSOR"), and COMCAST OF UTAH II, INC., a corporation organized and existing under the laws of the State of Louisiana with offices located at 9602 South 300 West, Sandy, Utah 84070 (hereinafter referred to as "LICENSEE").

### WITNESSETH THAT:

WHEREAS, LICENSEE is a broadband communications services provider providing broadband communications services and other lawful services with a non-exclusive franchise to provide such services within Spanish Fork City, Utah; and

WHEREAS, LICENSEE desires to place its cables, appliances, equipment and facilities, (hereinafter collectively called "Attachments") on LICENSOR's distribution and transmission utility poles (hereinafter collectively called "Poles"); and

WHEREAS, LICENSOR is willing to permit the Attachments to its Poles for the purpose of permitting LICENSEE to provide broadband communications services, and such other lawful services as LICENSEE is authorized to provide under the franchise or applicable law, where such Attachments will not interfere with LICENSOR's use or other user's service requirements, subject to the terms and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

### ARTICLE 1 SCOPE OF AGREEMENT

(a) Subject to compliance with the terms of this Agreement, LICENSOR hereby grants to LICENSEE a revocable, nonexclusive license authorizing LICENSEE to place its Attachments on LICENSOR's Poles. The license includes the right for the continued placement and maintenance of LICENSEE's Attachments previously attached to LICENSOR's Poles.

(b) No use of LICENSOR's Poles or payment of any fees or charges required under the Agreement shall vest in LICENSEE any property rights in said Poles, but LICENSEE shall have a mere license to place its Attachments on the Poles. LICENSOR is not required to construct, retain, extend, place or maintain any Poles or other facilities not needed for its own service requirements.

ARTICLE 2  
TERM OF AGREEMENT

(a) This Agreement shall be effective as of the date stated above and, subject to the provisions of Article 14, shall continue in effect for a term of five (5) years (through \_\_\_\_\_, 2019). Either party may terminate this Agreement at the end of the initial term by giving the other party at least six (6) months written notice. If no such notice is given, the term of the Agreement shall renew for successive one (1) year periods, subject to termination upon a party providing written notice at least six (6) months prior to the expiration of any such period.

(b) Upon termination of this Agreement in accordance with any of its terms, LICENSEE shall promptly remove its Attachments from all Poles of LICENSOR. If not removed within one hundred eighty (180) days of the termination date, such Attachments shall be deemed to be abandoned by LICENSEE and LICENSEE shall have no further liability for such Attachments, which may be removed by LICENSOR, at the expense of LICENSEE, and LICENSOR shall be released from any liability for removing and disposing of said Attachments.

ARTICLE 3  
FEES AND CHARGES

LICENSEE shall pay to LICENSOR the sum of fifteen dollars (\$15.00) per Pole per year for use of the Poles. Annual rental payments shall be based on the number of Poles on which there exists an Attachment of LICENSEE's as of December 31<sup>st</sup> of the preceding calendar year. LICENSOR will notify LICENSEE of such amount due for any year that this Agreement is in effect on or before February 1<sup>st</sup> of the succeeding calendar year. LICENSEE shall pay the annual rental fee not later than forty-five (45) days after receipt of the invoice reflecting the number of Poles to which LICENSEE is attached. The above rental rate may be revised by LICENSOR upon written notice to LICENSEE at least six (6) months in advance of the date the next rental payment is due, provided, however, that any adjustment to the rental rate shall not exceed more than a three percent (3%) increase per year. The revised rate will apply to all Attachments existing on December 31<sup>st</sup> of the year in which notice is given and will continue to apply to all existing and future Attachments, unless further revised.

In addition, LICENSEE shall pay the amount due in accordance with Article 17 of this Agreement.

ARTICLE 4  
APPLICATION FOR PERMIT AND NOTIFICATION OF ATTACHMENTS

(a) Before making attachment to any of LICENSOR's Poles, LICENSEE shall make application to LICENSOR, specifying the location of each Pole on the form attached hereto as Exhibit A. Within thirty (30) days after receipt of the application, LICENSOR shall return to LICENSEE said application indicating thereon whether or not it is willing to permit the joint use of Poles, and if so, under what condition(s). Notwithstanding the foregoing, LICENSEE shall not be required to make application for Poles upon which LICENSEE is currently attached and

for customer service drops. When LICENSEE installs service drops, LICENSEE must follow all procedures applicable to Attachments generally, except for filing applications and payment of fees, and shall submit notification of service drops to LICENSOR on a quarterly basis.

(b) LICENSOR shall have the sole right to determine the availability of such Poles for joint use and shall be under no obligation to grant permission for LICENSEE's use of the Poles. LICENSEE shall have the right to occupy the space allotted by LICENSOR under the conditions and in accordance with the terms of this Agreement. LICENSEE shall remit initial payment upon receipt of LICENSOR's approval for the Attachment. The initial payment shall be the applicable annual per Pole sum calculated under Article 3 above. As of the Effective Date of this Agreement, LICENSEE is currently attached to 1427 Poles of LICENSOR. This number shall be multiplied by the amount set forth in Article 3 in order to determine the initial payment owed LICENSOR for the use of its Poles.

(c) Subject to the other terms and conditions of this Agreement, after making attachment to Poles of LICENSOR, LICENSEE shall notify LICENSOR of the location and date of each Attachment, as set forth on the Notification of Attachment by LICENSEE Form attached hereto as Exhibit B.

#### ARTICLE 5 SPECIFICATIONS

LICENSEE's Attachments on LICENSOR's Poles shall be placed and maintained in accordance with provisions of the latest available edition of the National Electric Code and the National Electrical Safety Code, and all subsequent amendments or revisions of said codes, shall meet LICENSOR's construction standards, and be in compliance with any applicable rules, orders, regulations, ordinances and laws now in effect or that hereafter may be lawfully adopted or enacted by LICENSOR's municipal legislative body, any Federal, State, local or other governmental agency, or other authority having jurisdiction, and the reasonable rules and practices of LICENSOR set forth in this Agreement. In the event the two national codes conflict, LICENSOR shall have the right to designate which standards shall be met.

#### ARTICLE 6 PLACING AND MAINTAINING ATTACHMENTS

(a) LICENSEE shall, at its own expense, place and maintain its Attachments in a safe condition and thorough repair, and in a manner as required by this Agreement so as not to conflict with the use of Poles by LICENSOR or other users who attached prior to the date of LICENSEE's Attachments, or interfere with the construction, operation, maintenance, or removal of facilities thereon. LICENSEE shall take all necessary precautions, by the installation of protective equipment or other means, to protect all persons and property against injury or damages occurring by reason of LICENSEE's Attachments on LICENSOR's Poles.

(b) LICENSEE shall, within sixty (60) days, at its own expense, upon written notice from LICENSOR, relocate, replace, or renew its Attachments placed on the Poles, and transfer

them to substitute poles, or perform any other work in connection with the facilities that may be reasonably required by LICENSOR in accordance with the terms of this Agreement. In the case of an emergency, LICENSOR may arrange to relocate, replace or renew the Attachments placed on the Poles by LICENSEE, transfer them to substitute poles, or perform other work in connection with the Attachments that may be required for the maintenance, removal, replacement, or relocation of its Poles, the Attachments to the Poles, or the service needs of LICENSOR. LICENSEE shall, on demand, reimburse LICENSOR for the reasonable expenses so incurred.

(c) LICENSEE shall not place any additional equipment, with the exception of customer service drops, or change the position of any of its Attachments upon any Pole used by it hereunder without first making application therefore and receiving LICENSOR's approval so to do, all as prescribed in Article IV hereof.

#### ARTICLE 7 ALTERATIONS FOR LICENSEE'S ATTACHMENTS

(a) In the event that any Pole of LICENSOR to which LICENSEE desires to make Attachments, in the judgment of LICENSOR, requires rearrangement to support, or accommodate the additional attachments of LICENSEE, LICENSOR shall indicate, on Exhibit A, the changes it believes are necessary to provide adequate pole space and the estimated costs to LICENSEE. LICENSEE agrees to pay LICENSOR the cost of replacing any Pole that is inadequate to accommodate LICENSEE's Attachments, as well as the cost of transferring LICENSOR's Attachments from the old to the replacement Poles. LICENSEE also agrees to pay LICENSOR the cost of rearranging attachments on an existing Pole to accommodate LICENSEE's Attachments, including the cost of strengthening or guying. LICENSEE also agrees to pay the owner or owners of other attachments on said Poles the cost of transferring or rearranging such attachments to accommodate LICENSEE's Attachments. LICENSEE shall agree with other owners of facilities attached to said Poles as to the reasonable payment to be made to such owners.

(b) In the event LICENSOR installs a new Pole in order to provide space or strength or height to accommodate LICENSEE's Attachments, the difference in the cost of the initial new Pole and the cost of providing a Pole of extra height or strength shall be borne by LICENSEE. Such cost also shall include the difference between the cost of installing the new Pole and the cost of installing a Pole LICENSOR considers adequate for LICENSOR's Attachments and of its other licensees. The new Pole shall be the property of LICENSOR regardless of any payments by LICENSEE toward its costs and LICENSEE shall acquire no right, title or interest in such Pole.

(c) Because LICENSOR provides an essential service to the public, it reserves the right to make periodic inspections of LICENSEE's Attachments to make certain that there is no impairment to its ability to provide electricity to its customers and LICENSEE shall pay LICENSOR the reasonable costs of such inspections, subject to the provisions of the following sentence. LICENSOR shall not make such inspections more often than once every three (3)

years and shall provide written notice to LICENSEE of the periodic inspection unless, in LICENSOR's reasonable judgment, such inspections are required for reasons involving safety, maintenance of service, or where LICENSOR reasonably believes LICENSEE is violating the terms of this Agreement. The making of such inspections, or the failure to do so, shall not relieve LICENSEE of any responsibility, obligation, or liability assumed under this Agreement.

(d) If LICENSEE's Attachments are found on a Pole for which no permit has been obtained, LICENSOR may impose a charge as a condition to such Attachments remaining on the Pole. If LICENSEE fails to pay the charge, LICENSOR may remove the Attachment and the expense of removal shall be borne by LICENSEE. For the purpose of determining the charge, an unauthorized Attachment shall be treated as having existed for a period that is the lesser of the period of the most recent inspection or three (3) years prior to its discovery; and the charge, computed at the applicable yearly rate per Pole at the time of discovery, shall be due and payable within forty-five (45) days of LICENSEE's receipt of an invoice for such unauthorized Attachments. Any such charge imposed by LICENSOR shall be in addition to its rights to any other sums due and payable and to any claims or damages under this Agreement or otherwise. Notwithstanding the above, LICENSEE shall not be responsible for payment of any unauthorized Attachments unless the total number of LICENSOR's Poles with LICENSEE's Attachments found during a periodic inspection exceed in the number of such Poles indicated in Article 4(b).

## ARTICLE 8 LICENSOR'S RIGHTS AND SERVICE RESPONSIBILITIES

LICENSOR reserves to itself, its successors and assigns, the right to maintain its Poles and to operate its facilities thereon in such a manner as will best enable it to fulfill its own core electric service requirements and responsibilities. LICENSOR shall not be liable to LICENSEE for any interruption to service of LICENSEE or for interference with the operation of the Attachments of LICENSEE arising in any manner out of the use of LICENSOR's Poles. Nothing in this Agreement shall be construed to obligate LICENSOR to grant LICENSEE permission to use any particular Pole or Poles.

## ARTICLE 9 RIGHTS-OF-WAY AND PERMITS FOR LICENSEE'S ATTACHMENTS

(a) Subject to applicable law, nothing in this Agreement shall be construed as a warranty or guarantee of permission from owners of private property, municipal or other governmental authorities, or other users, for LICENSEE to place or maintain its Attachments upon the Poles of LICENSOR. Where required to do so, LICENSEE shall secure any required consents, permits, or other appropriate authorization from such owners, users, or governmental authorities and upon written request of LICENSOR shall furnish to LICENSOR evidence of the procurement of such authorizations.

(b) Upon written notice from LICENSOR to LICENSEE that the use of any Pole is prohibited by municipal authorities or property owners, the permit covering the use of such Pole shall immediately terminate and LICENSEE's Attachments shall be removed.

## ARTICLE 10 LIABILITY AND DAMAGE RESPONSIBILITIES

(a) LICENSEE shall exercise all reasonable precautions to avoid damage to facilities of LICENSOR and other authorized users of LICENSOR's Poles and hereby assumes all responsibilities and liabilities for any and all loss for such damage directly and solely caused by LICENSEE or by any of its employees or agents.

(b) Throughout the term of this Agreement, LICENSEE shall maintain in full force and effect with a carrier or carriers selected by LICENSEE, in accordance with LICENSEE's franchise agreement, the following insurance:

- (1) Worker's compensation insurance in compliance with the laws of the State of Utah;
- (2) Bodily injury liability insurance, with limits of not less than \$500,000 as to any one person and \$2,000,000 as to any one accident or occurrence; and
- (3) Property damage liability insurance with limits of not less than \$500,000 for damage to the property of any one person and \$1,000,000 for each accident or occurrence.
- (4) An umbrella policy in favor of the LICENSOR in the amount of \$2,000,000.

The insurance described above also shall provide contractual liability coverage satisfactory to LICENSOR with respect to liability assumed by LICENSEE under Article 11. LICENSOR shall be named as an additional insured with respect to bodily injury and property damage insurance. Within sixty (60) days of the Effective Date of this Agreement, LICENSEE shall submit to LICENSOR certificates of insurance by each insurance carrier addressed to LICENSOR showing the effectiveness of insurance in accordance with this Agreement.

## ARTICLE 11 INDEMNIFICATION

(a) LICENSEE agrees to indemnify and hold harmless LICENSOR, its representatives, agents, employees, successors, and assigns, against and from any and all claims, demands, causes of action, damages, liabilities, costs (including without limitation reasonable attorneys' fees) and expenses, directly resulting from or caused by: (1) the installation, maintenance, use, or removal of LICENSEE's equipment, including without limitation, those based upon LICENSEE's failure to secure any required consents, permits, or authorization from the owners of private property, other users, or governmental authorities to maintain its Attachments on LICENSOR's Poles; (2) any act, omission, or negligence of LICENSEE, or any of its representatives, agents, or employees; (3) any detrimental effect upon, interruption,

discontinuance, or interference with LICENSEE's service occasioned by any action by LICENSOR or any other licensed user.

(b) The above and foregoing indemnities shall apply with respect to any and all claims, demands, causes of action, damages, liabilities, costs, and expenses, except to the extent caused by the negligence or misconduct of LICENSOR or any of its representatives, agents or employees.

(c) LICENSEE shall, upon demand and at its own risk and expense, defend any and all such suits, actions, or other legal proceedings which may be brought or instituted against LICENSOR, its successors or assigns, on any such claim, demand, or cause of action; and shall pay and satisfy any judgment or decree which may be rendered against LICENSOR, its successors or assigns.

(d) LICENSOR shall promptly notify LICENSEE, in writing, of any claim under this Article 11 and shall cooperate with LICENSEE with respect to the settlement and/or defense of such claims.

## ARTICLE 12 REMOVAL OF LICENSEE'S ATTACHMENTS

(a) LICENSOR reserves the right, without liability to LICENSEE or its subscribers, to discontinue the use of, remove, replace, or change the location of any of its Poles regardless of LICENSEE's use of said Poles if LICENSOR requires use of such Poles for its core electric service and LICENSEE shall at its sole cost and within ninety (90) days after written notice by LICENSOR, remove its Attachments as shall be required by LICENSOR.

(b) Upon notice from LICENSOR to LICENSEE that the use of any Pole or Poles by LICENSEE is unauthorized or illegal, the permit insofar as it covers the use of such Pole or Poles shall immediately terminate and LICENSEE shall promptly remove its Attachments from such Pole or Poles.

(c) LICENSEE may, at any time, remove its Attachments from a Pole or Poles of LICENSOR and shall give LICENSOR written notice of such removal in the form of Exhibit C.

## ARTICLE 13 ASSIGNMENT OF RIGHTS

(a) LICENSEE shall not assign, sell, lease, or in any manner transfer any of the rights granted to it by this Agreement, without prior written consent of LICENSOR. The attempted assignment, transfer, lease, or sale by LICENSEE of any of the rights hereby granted without written consent of LICENSOR shall constitute a breach of this Agreement by LICENSEE, subject to the remedies set forth in Article 14. Such consent, however, may not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary herein, LICENSEE may assign this Agreement without the necessity of obtaining LICENSOR's consent, to any

person acquiring all or substantially all of LICENSEE's assets or stock; provided that such assignee has been duly authorized to provide the services described hereunder and provided further that LICENSEE shall notify LICENSOR in writing, within thirty (30) days of such assignment.

(b) The terms and provisions of this Agreement shall be binding upon and extended to and inure to the benefit of the successors, assigns, and contractors and/or subcontractors of the LICENSEE.

#### ARTICLE 14 DEFAULTS AND REMEDIES

(a) If LICENSEE fails to comply with any of the provisions of this Agreement, or is in default in any of its obligations under this Agreement, LICENSOR shall provide written notice to LICENSEE to correct such default. If LICENSEE fails to correct such default or noncompliance within ninety (90) days after said notice by LICENSOR to LICENSEE or such other reasonable period of time as may be required to cure the default, LICENSOR may terminate the permit covering the Pole or Poles as to which such default or noncompliance shall have occurred.

(b) The rights and privileges of LICENSEE hereby granted shall not pass to any trustee, receiver, nor assignee for the benefit of creditors of LICENSEE or be otherwise transferable by operation of law. This Agreement shall terminate, at LICENSOR's election, in the event of the liquidation or involuntary dissolution of LICENSEE, or in the event LICENSEE is adjudicated a bankrupt or insolvent, or if a receiver for LICENSEE's property is appointed and such receiver is not discharged or such appointment revoked within thirty (30) days after the date of the appointment of such receiver. LICENSOR may terminate this Agreement by ten (10) days written notice to LICENSEE upon the happening of any one or more of the following events:

- (1) The making by LICENSEE of any assignment for the benefit of creditors;
- (2) The taking of any action for the voluntary dissolution of LICENSEE;
- (3) The filing by LICENSEE of a voluntary petition in bankruptcy; or
- (4) The appointment of a receiver for the LICENSEE.

(c) In the event either party shall be required to resort to litigation for the purpose of enforcing its rights under this Agreement, the judgment resulting from such litigation shall include an allowance for court costs and reasonable attorneys' fees, paid or incurred in connection with enforcing the terms of this Agreement.

#### ARTICLE 15 ENFORCEMENT

Failure by LICENSOR to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any terms or conditions.

ARTICLE 16  
RIGHTS OF OTHER USERS

This Agreement shall not be construed as affecting the rights or privileges previously conferred by LICENSOR, by contract or otherwise, to others not parties to this Agreement, to use any Poles covered by this Agreement; and LICENSOR shall have the right to continue and extend such rights and privileges. This Agreement shall not be construed as affecting or limiting the rights of LICENSOR to make other and additional contracts with other persons, firms, or corporations for the joint use or rental of LICENSOR's Poles and facilities; provided that, such other contract shall not contain terms that are more favorable to such other parties than those given to LICENSEE under the terms of this Agreement.

ARTICLE 17  
PAYMENT OF INVOICES

Invoices for expenses and other charges under this Agreement, including without limitation, amounts due under Article 3, shall be paid within forty-five (45) days after LICENSEE's receipt of the invoice. Nonpayment shall constitute a default of this Agreement if not paid within ten (10) days after written notice of such nonpayment by LICENSOR to LICENSEE.

ARTICLE 18  
IDENTIFICATION OF LICENSEE'S EMPLOYEES

In furtherance of the purpose of the laws, rules, and regulations relating to sabotage, espionage, and subversive activities, LICENSEE will require its contractors and/or subcontractors to have suitable means of identification for their employees who will have occasion to perform work on or about LICENSOR's Poles, wires, or other facilities. Upon written request of LICENSOR, LICENSEE shall promptly remove or cause the removal of any employee, agent, or contractor from performing any work on or about LICENSOR's Poles, wires, or other facilities, found by the LICENSOR to be unqualified or unfit for the performance of such work or who fails to comply with the terms of this Agreement.

ARTICLE 19  
FORCE MAJEURE

Neither LICENSOR nor LICENSEE shall be liable for any delay for failure to perform its obligations under this Agreement, other than the payment of monies due, in the event of a Force Majeure occurrence. Force Majeure, as used herein, shall include, without limitation, the following: acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, absence of necessary orders and permits of any kind which have been properly applied for, equipment, material, supplies, labor or machinery shortage, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, drought, arrest, war, civil disturbances, explosions, sabotage, injunction, blight, famine, blockade, quarantine, or any other similar cause or event not reasonably within the control of the party claiming the Force Majeure.

ARTICLE 20  
PREVENTION AND SATISFACTION OF LIENS

LICENSEE agrees that no lien shall attach to the property of LICENSOR. LICENSEE, its subcontractors, servants, agents, or employees shall not file, assert, or prosecute any mechanic's or materialman's liens against LICENSOR or its property. LICENSEE, its subcontractors, servants, agents, or employees also shall not permit any mechanic's or materialman's liens to be filed, assigned or prosecuted against LICENSOR or its property.

ARTICLE 21  
NOTICES

Any notice required or permitted pursuant to this Agreement shall be given by certified mail, return receipt requested, addressed:

to LICENSOR at:

Spanish Fork City  
Attention: City Manager  
40 South Main  
Spanish Fork, UT 84660

and to LICENSEE at:

Comcast of Utah II, Inc.  
Attention: Business Operations  
9602 South 300 West  
Sandy, UT 84070

with a copy to:

Comcast Cable Communications, Inc.  
1701 John F. Kennedy Blvd.  
Philadelphia, PA 19103  
Attention: General Counsel

Either party may, by like written notice at any time, designate a different address to which notices shall subsequently be transmitted to it.

ARTICLE 22  
CONTRACTING

LICENSEE shall, as soon as practical after the execution of this Agreement, notify LICENSOR in writing of the names of any contractors or subcontractors which the LICENSEE proposes for any or various portions of the work to be performed in attaching LICENSEE's Attachments to LICENSOR's Poles. LICENSEE shall be fully responsible under the provision of Article 10 to LICENSOR for the acts or omissions of its contractors and/or subcontractors and of the persons directly or indirectly employed by them.

ARTICLE 23  
LICENSEE'S COMPLIANCE WITH ORDINANCES,  
LAWS, RULES AND REGULATIONS

LICENSEE, in the performance of its broadband communication services obligations and in exercising the rights granted under any license issued to LICENSEE by LICENSOR under this Agreement, shall, at all times, comply with all applicable ordinances, laws, rules, and regulations of any and all governmental authorities having jurisdiction and shall exercise such rights for lawful communication purposes only.

IN WITNESS WHEREOF, this Agreement had been executed by duly-authorized representatives of the Parties.

SPANISH FORK CITY by:

\_\_\_\_\_  
STEVEN M. LEIFSON, Mayor

COMCAST OF UTAH II, INC. by:

\_\_\_\_\_  


EXHIBIT A

PERMIT NO.  
APPLICATION AND PERMIT

To: Spanish Fork City  
Attention: Electric Division  
40 S. Main  
Spanish Fork, Utah 84660

In accordance with the terms of the Pole Attachment License Agreement, dated \_\_\_\_\_, 2014, Comcast of Utah II, Inc. hereby applies for a permit to make Attachments to the Poles identified below. It has obtained all necessary consents or permits from private property owners and governmental authorities in accordance with Article 9 of the Pole Attachment License Agreement.

LOCATION

No. Poles Attached \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Licensee \_\_\_\_\_

A permit is issued on \_\_\_\_\_, 20\_\_, to place the above described Attachment(s) on the identified Pole(s), subject to Licensee's acceptance of any changes or rearrangements detailed on the attached sheet, at an estimated cost of \$ \_\_\_\_\_, for Licensor's rearrangements. Acceptance should be indicated on this form and returned to Licensor within sixty (60) days from the date hereof, failing which the permission hereby granted in this permit shall automatically be revoked.

Spanish Fork City by:

\_\_\_\_\_

Title \_\_\_\_\_

To: Spanish Fork City  
Attention: Electric Division  
40 S. Main  
Spanish Fork, Utah 84660

The above mentioned changes and rearrangements are accepted by Licensee on \_\_\_\_\_, 20\_\_, and the costs hereof will be paid to Licensor in accordance with Article 7 of the Pole Attachment License Agreement.

By \_\_\_\_\_

Title \_\_\_\_\_

EXHIBIT B

NOTIFICATION OF ATTACHMENT BY LICENSEE

\_\_\_\_\_, 20\_\_

To: Spanish Fork City  
Attention: Electric Division  
40 S. Main  
Spanish Fork, Utah 84660

In accordance with the terms of the Pole Attachment License Agreement, dated \_\_\_\_\_, 2014, Pole Attachment information is shown below:

Location \_\_\_\_\_  
(Street name)

Total Poles Attached \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Notice Acknowledged

\_\_\_\_\_, 20\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Licensor  
Notice No. \_\_\_\_\_

EXHIBIT C

NOTIFICATION OF REMOVAL BY LICENSEE

To: Spanish Fork City  
Attention: Electric Division  
40 S. Main  
Spanish Fork, Utah 84660

In accordance with the terms of the Pole Attachment License Agreement, dated \_\_\_\_\_, 2014, please cancel the Permit for the following Pole(s) from which Attachment(s) were removed on \_\_\_\_\_, 20\_\_.

Location \_\_\_\_\_  
(Street name)

Total Poles Discontinued \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_  
Licensee

Notice Acknowledged  
\_\_\_\_\_, 20\_\_

## Spanish Fork City

### Summary of Assumptions Used in Calculations

**1. Allocation Method:**

Costs have been allocated to attachments on an incremental basis.

**2. Treatment of Support Space:**

All costs are allocated as a percentage of usable space allocated to an attachment.

**3. Accounting for Cross-Arm Cost:**

For utilities without detailed property records, cross-arm costs must be taken-out of pole costs to arrive at bare pole cost. There is a presumption that 30% of the cost of a pole is due to the cross-arm.

**4. Basis for Determining Pole Costs**

Records are inadequate to determine pole costs. Estimated cost per pole is: \$1,000.00

**5. Rate of Return**

Rate of return percentage entered is for net pole investment.

**6. Usable Pole Space:**

It is assumed that poles have 14 feet of usable space when using the incremental method.

## Spanish Fork City

### Summary of the Computation of Pole Attachment Rates

**Calculations Were:**

Performed by:	<u>Tyler Jacobson</u>
Performed on the date:	<u>May 16, 2013</u>
Based on historical data for the year ended:	<u>June 30, 2012</u>

**Method Used:**

Incremental

<b>Pole Attachment Rate:</b>	<u>\$</u>	<u>18.69</u>
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**Summary of Key Demographics Used:**

Estimated average bare pole cost (based on historical costs)	<u>\$</u>	<u>1,000.00</u>
Carrying charge percentage		<u>29.68%</u>
Average number of attaching entities (includes utility as one)		<u>2.70</u>

**Spanish Fork City**  
**Computation of Carrying Charge Rate**  
Prepared on May 16, 2013

**Administrative and General Expense Percentage**

Total administrative and general expenses 3,710,000.00

Divide by: Plant in Service, CIP and Supplies

Plant @ 6/30/2012

Plant in service	35,649,909.00
Construction work in progress	335,488.65
Materials and supplies	1,061,766.00
	<u>37,047,163.65</u>

Plant in Service, Less Accumulated Depr	<u>25,270,903.00</u>
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**Administrative and General Expense Percentage** 14.68%

**Operating and Maintenance Expense Percentage**

Allocation of Supervision/Engineering to Poles:

Distribution supervision/engineering expense -

Multiply by: Allocation percentage

Poles and overhead line expenses -

Divided by: Total distribution expenses

(net of supervision costs of \$0) -

0.00%

Supervision/Engineering expense -

Add: Poles and overhead line expense -

Add: Other directly attributable expenses -

Subtotal -

Divide by: Overhead-related items

Poles (FERC Account 364) 3,347,500.00

Overhead Costs (FERC Account 365) -

Services (FERC Account # 369) -

3,347,500.00

**Operating and Maintenance Expense Percentage** 0.00%

**Depreciation Rate for Utility Poles** 4.00%

**Tax Equivalent Rate** 0.00%

**Return on Investment for Utility** 11.00%

**TOTAL ANNUAL CARRYING CHARGE RATE** 29.68%

**Spanish Fork City**

**Computation of Pole Attachment Fee - Incremental Method**

Prepared on May 16, 2013

Cost of a bare pole	1,000.00	Computed
Multiply by: Percentage of space occupied by an attachment		
Space occupied by an attachment	1.00	Computed
Divided by: Usable pole space available	<u>13.50</u>	Computed
Usable space percentage	7.41%	
Multiply by: Carrying charge rate	<u>29.68%</u>	Computed
Multiply By: Factor as Designated by FCC Order	85.00%	Given
<b>POLE ATTACHMENT FEE - INCREMENTAL METHOD</b>	<u><u>\$ 18.69</u></u>	Computed



## Staff Report to City Council

**Agenda Date:** April 15, 2014

**Staff Contacts:** Dale Robinson, Bill Bushman

**Reviewed By:**

**Subject:** Arbor Day 2014 Resolution

**Background Discussion:** Each year Spanish Fork City holds an Arbor Day observance. Typically one or two elementary schools are invited to attend and present a program of songs, essays, poems and skits about trees. Arbor Day observance is planned and conducted by the Spanish Fork City Shade Tree Commission.

**Budgetary Impact:** The Parks and Recreation Department budgets \$2,000.00 per year to observe Arbor Day. This budget goes toward the purchase of trees, participation gifts and refreshments for the school children and residents who attend.

**Alternatives:**

**Recommendation:** We request that the Spanish Fork City Council adopt the resolution to proclaim Friday, April 25, 2014 as Arbor Day in the City of Spanish Fork.

**Attachments:** “Arbor Day 2014 invite to Mayor and City Council”

## RESOLUTION No. 14-06

### ROLL CALL

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

I MOVE this resolution be adopted:

I SECOND the foregoing motion:

## RESOLUTION No. 14-06

### A RESOLUTION PROCLAIMING ARBOR DAY

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and

WHEREAS, 2014 is the 142<sup>nd</sup> anniversary of the holiday and Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water,

cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewal resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of our business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and,

WHEREAS, Spanish Fork City has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting practices

NOW, THEREFORE, I, Steve Leifson, Mayor of the City of Spanish Fork, do hereby proclaim Friday, April 25, 2014 as Arbor Day in the City of Spanish Fork, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

This resolution adopted this 15<sup>th</sup> day of April, 2014, by the City Council of Spanish Fork City, Utah.

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STEVE LEIFSON, Mayor

ATTEST:

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KENT R. CLARK, City Recorder



# ANNEXATION

## REPORT TO THE CITY COUNCIL ELSIE THOMAS ANNEXATION

**Agenda Date:** April 15, 2014.

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

**Reviewed By:** Development Review Committee.

**Request:** Roger Knell proposes to annex some 32 acres at approximately 100 South 1000 West.

**General Plan:** Mixed Use and Medium Density Residential.

**Zoning:** Rural Residential and R-1-12 proposed.

**Project Size:** 32 acres.

**Number of lots:** not applicable.

**Location:** approximately 100 South 1000 West.

### Background Discussion

This proposed annexation involves approximately 32 acres. As proposed, the Annexation conforms to the State's requirements for annexations. It is proposed that the subject properties be zoned R-1-12 and Rural Residential upon annexation.

Detailed information regarding the proposed annexation is provided in the attached Annexation Feasibility Study. Staff understands the impetus for the annexation is the desire of the LDS Church to construct a facility in the annexation area.

### Development Review Committee

The Development Review Committee reviewed this proposal on March 12, 2014 and recommended that it be approved. Minutes from that meeting read as follows:

#### Elsie S. Thomas Annexation

**Applicant:** Knell Architects

**General Plan:** Mixed Use and Medium Density Residential

**Zoning:** Rural Residential proposed

**Location:** 1200 West 100 South



The Annexation has been through the protest period, without any protests. City needs to get items ready to go to Planning Commission for the April 2 meeting. The Power Buyout fee is roughly \$25,000. The Power Buyout fee may be divided among all that are affected by the annexation, which could include more than just the property included in the annexation. Milan R. Malkovich would like to have a Connectors Agreement drafted. The petitioner would like to be certain they can build there prior to closing on the property.

Dave Anderson questioned if the petitioner is fine with Rural Residential zoning. Jay would like it all

agricultural zoning. Over by the church can it be zoned R-1-9 or R-1-12 to help with the setbacks. The lift station may need to slide over and the annexation boundary will slide accordingly. The lift station is the largest issue and they are trying to be forward thinking to serve as much land as possible. It is not feasible to run to the existing Lift Station. The new lift station should cover everything north of 100 South. Roger Knell is going to make sure there will not be a gap between lift stations. Milan R. Malkovich is projecting the tank to be about 93,000 gallons. Cory Pierce said it is a balance of going septic and running the pumps to death. Roger Knell will check the area on the south to make sure it works and there are no gaps. Regarding electrical the 600-amp circuit stops at the Justice Center property at the intersection and it needs to be extended to the end of the property so it can tie into a line they are currently doing and into a future substation to help support growth in the area. Cost to run that will be in addition to the buyout and will be roughly \$87-\$90 per foot, similar to the 4<sup>th</sup> North circuit that was rerouted. Cory, master plan does show a plan running along Center Street.

With the annexation the City would like to have easement necessary to apply for a grant to connect the trails and create a loop in the City's trail system. Milan R. Malkovich asked for Junior Baker to help work the language so pedestrians can use it for passing by the church and not for the public to use for protesting. Run the trail across the north side of the annexation. The trail will be 15' wide running north and south as long as it is by landscaping, unless backed by a backyard, then they would like 20'. They will have to work with Church headquarters about any kind of fencing between the church and the trail. Center Street would be going under the freeway and the railroad track. Cory Pierce said they need to accommodate for some buffer.

Dave Anderson asked for an exhibit of the interchange like they did with the church, along with the proposed lift, the trail, and the force line.

Dave Anderson **moved to recommend** that the City Council approve the Elsie S. Thomas Annexation and assign either an R-1-9 or R-1-12 to the western most 6.5 acres that the LDS Church has plans to build on and that they assign RR to the remainder of the annexation subject to the petitioners completing the SESD buyout on the power subject to addressing any concerns the City's Engineering Department has with utilities and subject to the petitioners dedicating an easement for a public trail according to the City's Trail Master Plan. Junior Baker **seconded** and the motion **passed** all in favor.

### Planning Commission

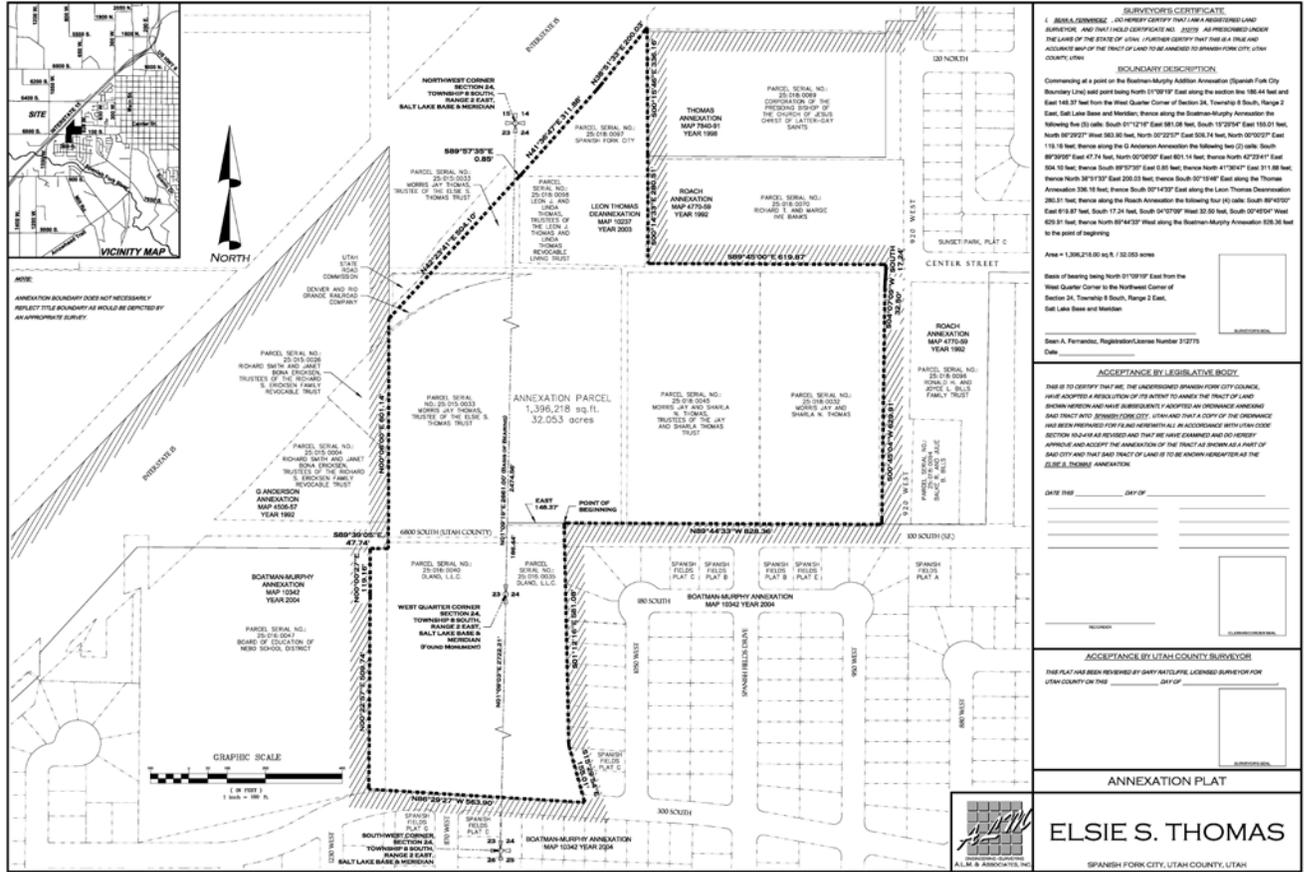
The Planning Commission reviewed this request in their April 2, 2014 meeting and recommended that it be approved. The Commission also recommended that the property be zoned Rural Residential and R-1-12 as is described on the attached map.

### Recommendation

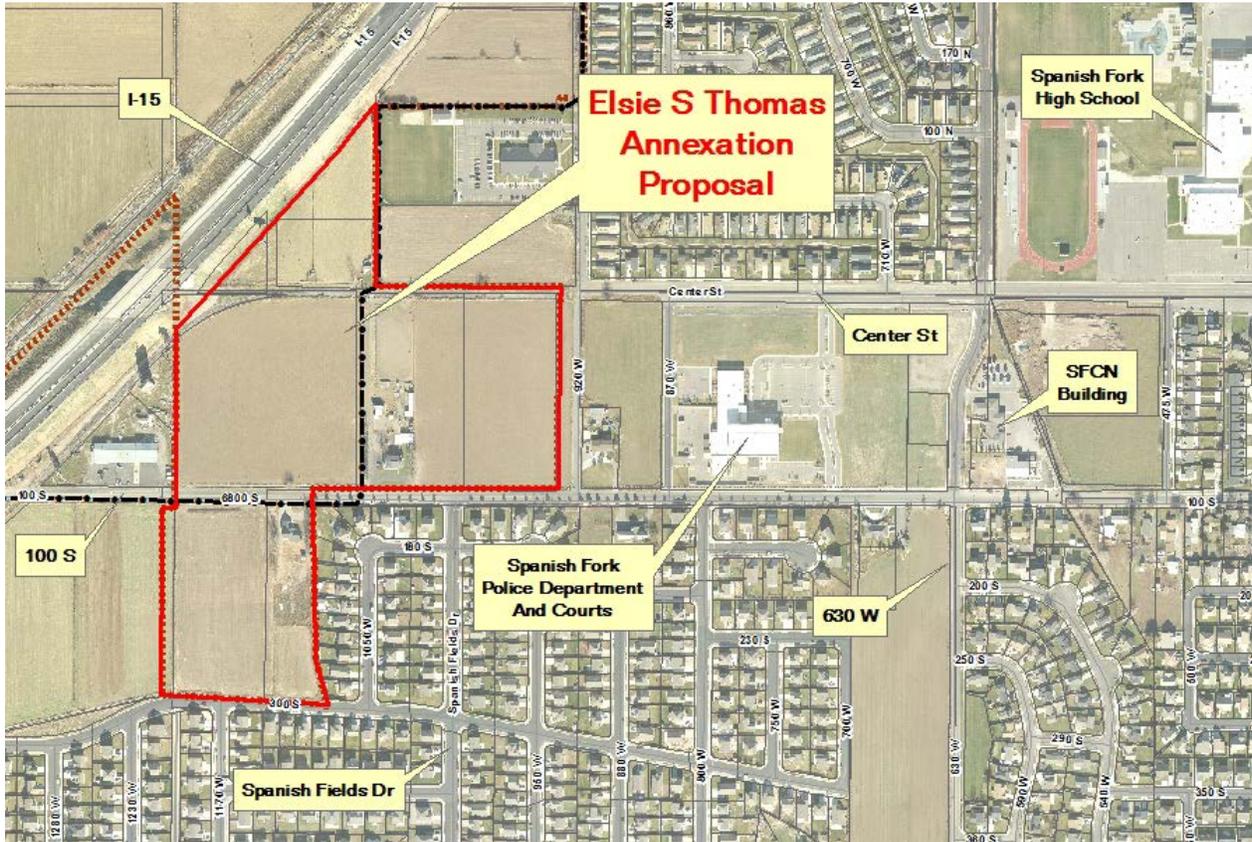
Staff recommends that the proposed Elsie S. Thomas Annexation be approved and that Rural Residential and R-1-12 zoning be assigned as described on the attached proposed zoning map provided that the petitioners meet the following conditions:

1. That the petitioners complete the SESD power buyout.
2. That the petitioners dedicate land for trails per the City's Recreation Master Plan.

# Proposed Annexation Plat.



Map of proposed annexation.



Proposed zoning for the annexation area.



# SPANISH FORK CITY Annexation Feasibility Report



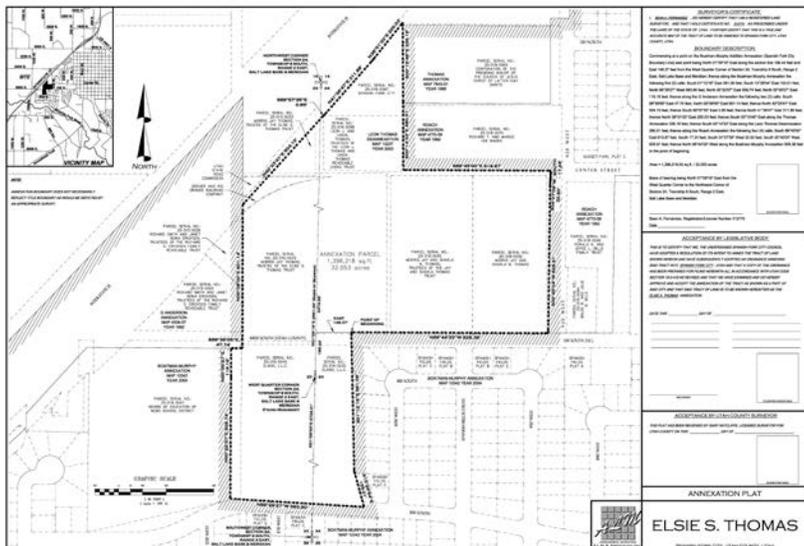
<b>Agenda Date:</b>	March 6, 2014
<b>Staff Contacts:</b>	Dave Anderson, Community and Economic Development Director
<b>Reviewed By:</b>	Development Review Committee
<b>Subject:</b>	Elsie S. Thomas Annexation Report

## SECTION 1

Annexation Map.



Annexation Plat.



## SECTION 2

Development Review Committee recommendation date: March 12, 2014

Planning Commission recommendation date: April 2, 2014

City Council meeting date:

## SECTION 3

In accordance with 15.3.08.030 (B) of the Municipal Code, the following items are addressed in Section 3 of the Annexation report:

**1. Whether the proposed property is within the Growth Management Boundary of the General Plan.**

A significant portion of the proposed Annexation is not within the Growth Management Boundary. However, in as much as utility services can be extended to the properties in the Annexation, staff recommends that the Growth Management Boundary be amended to include the annexation area.

**2. Present and proposed land use and zoning.**

The subject property is vacant. At present, the properties are all zoned RA-5, an agricultural zone that permits residential construction on lots of 5-acres or larger. Staff recommends assigning similar zoning, such as Rural Residential when the subject properties are annexed. Staff believes it would only be appropriate to consider some other zoning districts if petitioners provide a plan to illustrate how they propose to develop the land.

**3. Present and potential demand for various municipal services.**

Presently, there is very little demand for municipal services in the annexation area. Staff understands that the impetus for the Annexation is the desire of the LDS Church to construct an ecclesiastical facility on the western portion of the Annexation. The construction of a facility of that nature, or most other development, would certainly require the construction of all utilities to properly serve new land uses.

**4. Distances from existing utility lines, public schools, parks, and shopping areas.**

Detailed information is provided in Section 4 of this report relative to the proximity of the proposed Annexation to utility lines.

**5. Specific time tables for extension of services to the area and how these services would be financed.**

It is anticipated that utility services will be extended to the area before or as development occurs. As such, it is expected that the utilities shall be funded by property owners or the development community.

**6. Potential impact on existing and proposed streets.**

Any proposed streets to be built in the area will need to meet the Spanish Fork City construction standards and Transportation Master Plan requirements. Center Street is classified as a Major Arterial west of 920 West with an

interchange planned on Interstate 15. Right-of-way will need to be reserved for the area of the planned interchange. The 100 South street is owned and maintained by UDOT and is classified as an Urban Collector.

As the area develops, all roadways are to be approved by the Spanish Fork City Engineering Department and shall meet the standards provided in the current Transportation Master Plan.

**7. The effect that the annexation will have upon City boundaries and whether the annexation will create potential for islands or difficult service areas.**

The proposed annexation does not create an island or peninsula that would make the provision of services difficult. Furthermore, the proposed annexation creates a boundary that is manageable and otherwise functional for the City.

**8. An estimate of potential revenue verses potential service costs.**

Simply put, it is estimated that very little revenue will be generated for the City in the foreseeable future with the annexation of these lands. Also, it is anticipated that the annexation of these lands will result in very little increased need for the provision of City services and therefore should result in little, if any, expense for the City.

**9. Requirements imposed by state law.**

Staff is aware of no requirements imposed by State Law, aside from following the requisite procedure for annexation, that would impact the annexation area.

## SECTION 4

In order to evaluate the City's ability to provide municipal services to the proposed annexation, this section of the report outlines major utility issues but does not represent all of the utility issues that may arise as part of the development process.

**1. Conformity to Master Plans for public utilities and facilities.**

As the area develops all changes or improvements to the utilities shall be reviewed by the Spanish Fork City Engineering Department. The improvement designs for development will need to meet the requirements of the City master plans and Construction Standards and may include off-site improvements. All costs associated with utility and roadway improvements will be funded by property owners or the development community. Off-site improvements or improvements that directly benefit areas outside of the development may be reimbursable by connectors agreements.

Capacity in utility systems, including that found in trunklines, tanks, plants, substations, reservoirs, etc. is reserved once a development is bonded for or when a subdivision plat is recorded. Often areas do not develop until a long time after they are annexed. We cannot guarantee what the capacity will be in our utility systems once development actually occurs. We have, however, made an effort to indicate whether there are existing capacity issues at the time of annexation.

### Drinking Water

The minimum size for drinking water mains in new or improved roads proposed in the annexation area is 8 inches in diameter according to State regulations. At present, there is a 12-inch waterline in 100 South at approximately 1100 West. This 12-inch waterline will need to be extended further west as the property develops. Also, 8-inch waterlines are also located in 920 West and Center Street. These lines will be extended as the property develops. Currently, there is adequate storage capacity in the water system for typical new development in this area.

As the area develops all culinary waterlines are to be approved by the Spanish Fork City Engineering Department and will meet the current Drinking Water Master Plan requirements.

### **Sanitary Sewer**

The minimum size for sanitary sewer mains in new or improved roads proposed in the annexation area is 8 inches in diameter according to State regulations. At present, the Sewer Master Plan shows the annexation area connecting to the sewer system in Center Street. It is our understanding that the majority of the annexation area will not be able to gravity flow to the Center Street sewer. At the time of development, a sewer lift station will be required to service all areas east of I-15 that cannot gravity flow into the existing sewers. It is anticipated that the sewer lift station will be located on the west end of the annexation area and will pump sewage to an existing gravity sewer line near the intersection of Center Street and 920 West. As the annexed area develops, a detailed study and plans will be required for proposed sanitary sewer improvements in accordance to the Wastewater Master Plan and shall be approved by the City Engineer. The treatment plant currently has capacity for typical new development in the proposed annexation area.

### **Storm Drain**

Storm drain facilities are available in the immediate area including a 21-inch pipeline in 100 South and a 36-inch pipeline along the west side of Interstate 15. As the area develops, all storm drain lines, detention & retention basins and any other storm drain facilities in the proposed annexation shall meet the current Storm Drain Master Plan subject to approval by the Spanish Fork City Engineering Department. All development in the area will be required to incorporate Low Impact Development techniques to handle the storm water onsite with an overflow into the piped storm drain. All public storm drain pipes shall be reinforced concrete pipe and have a minimum pipe size diameter of 15 inches.

### **Pressurized Irrigation**

The minimum size for pressurized irrigation mains in new or improved roads proposed in the annexation area is 6 inches in diameter. There are currently pressurized irrigation lines located at Center Street and 920 West as well as in 100 South at approximately 1100 West. The Pressurized Irrigation Master Plan calls for a 12-inch line in 100 South that will be extended to the west as the property develops. Currently there is adequate storage capacity in the pressurized irrigation system for typical new development in this area.

As the area develops all pressurized irrigation lines are to be approved by the Spanish Fork City Engineering Department and shall meet the current Pressurized Irrigation Master Plan requirements.

### **Streets**

Any proposed streets to be built in the area will need to meet the Spanish Fork City construction standards and Transportation Master Plan requirements. Center Street is classified as a Major Arterial west of 920 West with an interchange planned on Interstate 15. Right-of-way will need to be reserved for the area of the planned interchange. The 100 South street is owned and maintained by UDOT and is classified as an Urban Collector.

As the area develops, all roadways are to be approved by the Spanish Fork City Engineering Department and shall meet the standards provided in the current Transportation Master Plan.

### **Parks and Trails**

There are two main trail connections through the annexation area shown on the Spanish Fork Recreation Master Plan. A trail adjacent to Center Street and adjacent to I-15 leading southwest to 100 South will be required as the area develops. A second trail running north/south will also be required near the west side of the annexation which will provide a connection to the existing trail to the south and the Spanish Fork River Trail. Property dedication by the petitioners for these trails will be required when the Annexation Plat is recorded.

### **Power**

The area in and around the proposed annexation is in the SESD Service District. As part of the annexation, there will need to be a buyout of SESD lines and customers in this area for Spanish Fork City to provide electrical services. Spanish Fork City will work with SESD to determine the buyout price which will be paid by the developers of the property. The electrical improvements in the area will need to be continued on 100 South from the end of the Justice Center property to the end of the annexed area. This line will be installed as a 600 amp main feeder line helping to support loads in the area. There will be off-site electrical needs that will require services to existing homes to be installed underground to clean up the area as improvements are made.

### **Communications**

It is expected that all communications facilities will be installed at the time of development.

### **Gas**

Questar Gas provides natural gas in the area.

### **2. Presence of unique utility/facility needs or requirements.**

There is an existing railroad spur on the north and west sides of the annexation. This railroad spur is still in use and adequate right-of-way/easement will need to be maintained. Coordination with the Union Pacific and the private users of the railroad spur will need to take place during the development process to ensure any concerns are resolved.

### **3. Presence of irrigation or other ditches and related facilities.**

The Spanish Fork Westfield Irrigation Company has existing ditches that run through the proposed Annexation and continue beyond to existing users. Existing ditches in the area will need to be piped or abandoned as the area develops. This work will need to be coordinated and approved by the Spanish Fork Westfield Irrigation Company and the Spanish Fork City Engineering Department.

### **4. Public Safety evaluation.**

The City anticipates that the development of this annexation will not generate the need for additional police officers.

### **5. Presence of Sensitive Lands or Watershed Protection issues.**

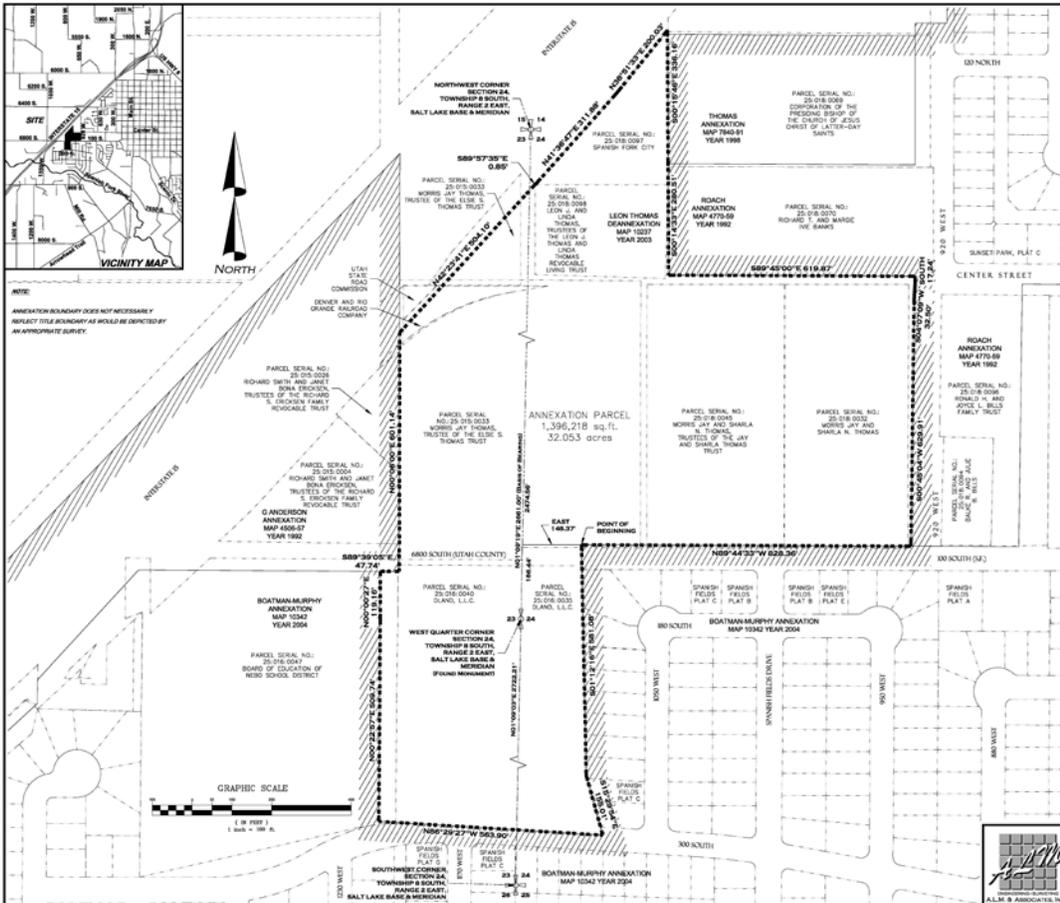
Staff is aware of no sensitive lands or watershed protection issues relative to the proposed annexation. The City does not delineate or track where sensitive lands exist on private property.

### **6. Concept Plan's conformity with proposed zoning.**

To date, no concept plan has been provided for the proposed annexation except that staff has met with the petitioners relative to the design of a site for a religious institution on the west end of the annexation.

### **7. Annexation Agreement.**

It is anticipated that there will not be an annexation agreement with this annexation.



**SURVEYOR'S CERTIFICATE**  
 I, **SELA L. FERNANDEZ**, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HAVE EXAMINED AND REVISITED THE RECORDS UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO SPANISH FORK CITY, UTAH COUNTY, UTAH.

**BOUNDARY DESCRIPTION**  
 Commencing at a point on the Boatman-Murphy Addition Annexation (Spanish Fork City Boundary Line) and point being North 01°07'01" East along the section line 188.44 feet and East 148.37 feet from the West Quarter Corner of Section 24, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence along the Boatman-Murphy Annexation the following line (5) calls: South 01°12'18" East 581.04 feet, South 10°39'54" East 103.01 feet, North 80°22'27" West 563.90 feet, North 30°22'27" East 506.74 feet, North 30°02'27" East 116.18 feet, thence along the G Anderson Annexation the following line (2) calls: South 89°39'00" East 47.74 feet, North 30°09'00" East 801.14 feet, thence North 42°23'41" East 506.10 feet, thence South 89°39'00" East 5.85 feet, thence North 47°58'07" East 571.88 feet, thence North 38°19'32" East 205.83 feet, thence South 02°15'48" East along the Thomas Annexation 336.18 feet, thence South 02°14'33" East along the Leon Thomas Deannexation 262.01 feet, thence along the Spanish Annexation the following line (1) calls: South 89°49'00" East 618.01 feet, South 17.24 feet, South 04°07'00" West 32.00 feet, South 30°49'04" West 628.91 feet, thence North 02°44'32" West along the Boatman-Murphy Annexation 628.36 feet to the point of beginning.

Area = 1,396,218.00 sq. ft. / 32.053 acres

South of bearing being North 01°07'01" East from the West Quarter Corner to the Northwest Corner of Section 24, Township 8 South, Range 2 East, Salt Lake Base and Meridian.

Sela A. Fernandez, Registration/License Number 312775  
 Date: \_\_\_\_\_

**ACCEPTANCE BY LEGISLATIVE BODY**  
 THIS IS TO CERTIFY THAT THE UNDERSIGNED SPANISH FORK CITY COUNCIL, HAVE APPROVED A RESOLUTION OF OPINION TO ANNEX THE TRACT OF LAND KNOWN HEREON AND HAVE SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT INTO SPANISH FORK CITY, UTAH AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH UTAH CODE SECTION 10-2-414 AS REVISED AND THAT THE SAME HAS BEEN EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE **ELSIE S. THOMAS ANNEXATION**.

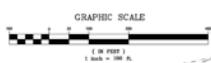
DATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

**ACCEPTANCE BY UTAH COUNTY SURVEYOR**  
 THIS PLAT HAS BEEN REVIEWED BY GARY FAYLOR, LICENSED SURVEYOR FOR UTAH COUNTY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

**ANNEXATION PLAT**  
**ELSIE S. THOMAS**  
 SPANISH FORK CITY, UTAH COUNTY, UTAH

**NOTE:**  
 ANNEXATION BOUNDARY DOES NOT NECESSARILY REFLECT TITLE BOUNDARY AS WOULD BE DETERMINED BY AN APPROPRIATE SURVEY.

**VICINITY MAP**



# ORDINANCE No. 05-14

## ROLL CALL

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

I MOVE this ordinance be adopted:

I SECOND the foregoing motion:

## ORDINANCE 05-14

### AN ORDINANCE PROHIBITING E-CIGARETTES IN MUNICIPAL PARKS AND RECREATION AREAS

WHEREAS, Spanish Fork City owns and operates a number of parks and recreation facilities for the use and enjoyment of its residents; and

WHEREAS, adopting rules regulating conduct and uses of parks and recreation facilities is necessary to allow the majority of residents to have the fullest enjoyment of the parks and recreation facilities, reduce maintenance costs, and prolong the life of the facilities; and

WHEREAS, in order to provide adequate recreational opportunities, and to protect property values, maintain peace and quiet in residential neighborhoods, and maximize the

use and enjoyment of parks and recreation facilities, Spanish Fork City has created regulations for the parks and recreation facilities owned and maintained by Spanish Fork City; and

WHEREAS, in order to accomplish the purposes of the recreation facilities and programs offered by the City, it is necessary, from time to time, to modify the rules regulating conduct at the park and recreation facilities;

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

I.

Spanish Fork City Municipal Code §7.24.090 is hereby amended as follows:

**7.24.090. Alcohol and Tobacco.**

No alcoholic beverage of any kind is permitted within parks and recreation facilities, whether the container has been opened or not. Any such alcohol found on persons or within vehicles or other forms of personal property at the park is subject to confiscation and destruction. No tobacco product of any kind, including e-cigarettes or any variation thereof, is permitted to be used within parks and recreation facilities.

II.

This ordinance takes effect twenty days after passage and publication.

DATED this 15th day of April 2014.

\_\_\_\_\_  
STEVE LEIFSON, Mayor

Attest:

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



## Staff Report to City Council

<b>Agenda Date:</b>	April 15, 2014
<b>Staff Contacts:</b>	Dale Robinson, Bart Morrill
<b>Reviewed By:</b>	
<b>Subject:</b>	Utah County Municipal Recreation Grant Application

### **Background Discussion:**

I am once again submitting an application for the Utah County Municipal Recreation Grant. This grant application requires the approval of the council along with the Mayor's signature before it will be considered. Due to some property issues with Strawberry Water the Single Track Mountain Bike Trail was not able to be completed last year. I put in a request to carry over last year's grant money to this year and it was granted. The total two year grant allocation will be \$41,224. We will use \$26,000 of that to build the mountain bike trail as long as Strawberry Water gives us a green light to proceed.

I am also going to include in this application that we resurface the indoor tennis courts as part of this grant. The last time they were done was 15 years ago and they are starting to be a hazard due to increasingly large cracks. The cost for this project is estimated to be \$24,000. If the project is approved we will make up the \$8,776 difference by using our joint projects budget in Recreation for FY15. This budget is usually used to do joint projects with the school district such as new scoreboards, wrestling mats or any other equipment used jointly that needs replaced or repaired. It is also used to replace backstops, soccer goals and other large recreational equipment. Currently there are no projects scheduled for next year.

### **Budgetary Impact:**

Estimated \$8,776 will come from the FY15 Recreation Budget as indicated above. The grant is 100% reimbursed once the projects are completed. If awarded we will include the funded amount in the first budget revision after July. The project then must be completed and submitted for reimbursement by the end of October. The County will disperse funds to the City upon receipt of payment verification and supporting documentation.

### **Recommendation:**

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

**Attachments:** None