

CITY COUNCIL MEETING

ADDENDUM

6:00 pm

Tuesday, January 18, 2005

I. PRELIMINARY ACTIVITIES

- A. Pledge of Allegiance
- B. Agenda Request - Jr. Miss Scholarship Donation - Tricia Christensen

II. STAFF REPORTS

- A. Junior Baker - Legal
 - 1. [Billboard Agreement with Simmons Outdoor Media](#)
 - 2. [Ordinance 16-04](#) - Ordinance Authorizing Telecommunications Meetings
- B. Emil Pierson - Planning
 - 1. [Pedestrian Bridge](#)
- C. Richard Heap - Engineering
 - 1. [Pressurized Irrigation Rates](#)
 - 2. [Sewer Lateral Policy](#)
 - 3. [2005 Airport Grant Application](#)
 - 4. [Airport Grant Agreement for the Fencing and Gate Project](#)
- D. Seth Perrins - Administration
 - 1. [BYU 4-10's Report](#)

III. OTHER BUSINESS

- 1. *Chamber Office Use**

IV. EXECUTIVE SESSION IF NEEDED - TO BE ANNOUNCED IN MOTION

(*) indicates support information, if any, will follow at the Council meeting.

The public is invited to participate in all Spanish Fork City Council Meetings. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at 798-5000.

AGREEMENT

(Outdoor Advertising Structures)

THIS AGREEMENT is made and entered into by **Spanish Fork City**, a municipal corporation of the State of Utah (City) and **Simmons Outdoor Media-I, LLC**, (SOM) a Utah limited liability company. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Advertising Structures; Vinyl Change.** City owns and/or has the right to use three advertising structures (billboards) located adjacent to SR-6 near the mouth of Spanish Fork Canyon, adjacent to I-15 milepost 261 approaching the north Spanish Fork off ramp from the north, and adjacent to I-15 near milepost 253 approaching the south Spanish Fork off ramp from the south. City intends to use the east facing billboard on SR-6, the south facing billboard near milepost 253, and the north facing billboard near milepost 261 to advertise various city functions. SOM will change the vinyl message on these billboards to convey the message chosen by City at a cost of \$150.00 per change per billboard. SOM will change the vinyl within three business days of City's request. City is entitled to have the vinyl changed four times each year on each billboard. SOM will store the vinyl messages not currently being used for City at no additional cost. SOM will produce new vinyl messages for City at a cost of sixty cents (\$0.60) per square foot. City will lease the south facing billboard near milepost 261 to SOM pursuant to the terms and conditions set forth hereinafter.

2. **Lease; Initial Term.** City does hereby lease, grant and convey to SOM and its assigns and successors the exclusive right to use the Property (as described below) for the following purposes: (i) operating and maintaining the south face of an existing billboard, and (ii) erecting, installing, operating and maintaining thereon such necessary devices, structures, connections, supports and appurtenances as may be reasonably desired by SOM for the benefit of the billboard. City further grants to SOM a nonexclusive easement upon, over, under and across the Property for the following purposes: (i) vehicular ingress and egress between the billboard and all public roadways that benefit the Property, and (ii) installation and maintenance of utility services to the billboard. The initial term of this Lease is 5 years, commencing on the 1st day of January, 2005. The "**Property**" is located in Utah County, State of Utah, and is generally described in **Exhibit A**.

3. **Rent.** SOM must pay to City rental payments in the amount of 25% of gross revenue generated from the south facing billboard. Payments are due within 20 days of the end of each month. City is entitled to access SOM's business records during regular business hours in order to conduct an audit of lease amounts due. If lease payments have been underpaid by 5% or greater, SOM shall be responsible for the costs of the audit, otherwise City shall bear the cost of the audit.

4. **Renewal Terms; Termination.** This Lease will continue in full force and effect on the same terms and conditions on a like successive term unless City delivers to SOM at least 30 days prior to the end of the then current term written notice of termination of this Lease. SOM may terminate this Lease at any time by giving City 30 days prior written notice of such termination. If, in the sole judgment and discretion of SOM, the Property becomes obstructed so

as to lessen the advertising value of any of SOM's signs erected on the Property, or if traffic is diverted or reduced, or if the use of any such signs is prevented or restricted by law, or if for any reason a building permit for erection or modification is refused, this Lease may, at the sole option of SOM, be terminated.. City authorizes SOM to trim and cut whatever trees, bushes, brush, etc., as it deems necessary for unobstructed view of SOM's advertising display.

5. Signs/Equipment Property of Lessee. The billboard, itself, shall remain the property of City. Related fixtures and equipment placed upon the Property by SOM, its agents or assigns, are to remain the property of SOM or its sublessees and may, at SOM's option, be removed by SOM at any time, provided that no such fixture or equipment shall be placed upon the Property without the written consent of City.

6. Assignment and Sublease. SOM may assign or sublease the portion of this Lease dealing with the south facing billboard near milepost 261 to any individual or entity without the consent of City, but may not assign it obligations to change the vinyl as set forth in paragraph 1 of this Agreement.

7. Authority. Each party represents and warrants that (i) it has the authority to execute this Lease and to grant the rights contained herein with respect to the Property, and (ii) no further consent or authorization, either on the part of either party or any other individual or entity, is necessary to make this Lease effective and binding.

8. Recording of Memorandum. City hereby consents to and authorizes SOM to execute and record a memorandum of lease on behalf of City and SOM evidencing the terms of this Lease respecting the south facing billboard near milepost 261 only, which SOM may, at SOM's sole cost and expense, record with the Utah County Recorder's office.

9. Mediation. Claims, disputes or other matters in question between the parties to the Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation prior to any litigation between the parties.

9.1 A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

10. Insurance and Indemnification. Throughout the term of this Lease and any subsequent monthly rental periods, SOM shall insure each billboard against loss and maintain commercial general liability insurance coverage with respect to all of the billboards governed by this Lease, which insurance may be provided pursuant to a blanket form of policy or policies. Lessee shall maintain such commercial general liability insurance coverage in the amount of at least \$1,000,000.00, and shall cause City to be included as an additional named insured on all such insurance policies. Further, SOM shall indemnify and hold City harmless against any and all claims, liability, causes of action and demands which in any way relate to or arise out of the existence of a billboard on any of the Parcels of City; and, provided further, that City shall indemnify and hold SOM harmless against any and all claims, liability, causes of action and demands which in any way relate to any of the Parcels which do not arise directly out of the existence of the billboard on any such Parcel.

11. Attorney Fees. If any action is brought by any party to this Lease pertaining to this Lease, whether in a court, arbitration, mediation or otherwise, the prevailing party will be entitled to reasonable attorney fees and costs. In the event that any person who is not a party to this Lease institutes an action against any party to this Lease in which the other party to this Lease is involuntarily and without cause joined as a party, the party against whom such action is brought must reimburse the other party to this Lease for all attorney fees incurred by such other party in connection therewith.

12. Condemnation. In the event of a taking of the Property for a public use, the parties acknowledge and agree that City and SOM have (a) separate economic interests arising in connection with the terms of this Lease, and (b) independent legal rights to pursue damages, awards, or other interests as a result of a taking of the Property for a public use. The parties further agree that SOM's compensation must be negotiated as a separate and distinct matter from the award relating to the Property, and SOM must retain all rights to and will receive full compensation for loss of the billboards erected on the Property and sign rental income stream relating thereto, as a result of any taking during the course of this Lease.

13. Severability. If any provision of this Lease is found to be unenforceable by a court of competent jurisdiction, then (i) the remaining provisions of this Lease will nevertheless remain in full force and effect, and (ii) such unenforceable provision will be modified to the minimum extent necessary to render such provision enforceable by such court of competent jurisdiction.

14. Governing Law. This Lease must be interpreted, construed, governed and enforced according to the laws of the State of Utah, without giving effect to its conflict of laws principles.

15. Entire Agreement. It is expressly understood that neither City nor SOM is bound by any stipulations, representations or agreements not contained in this Lease or the exhibits attached hereto. This Lease shall inure to the benefit of and be binding upon all heirs, personal representatives, successors and assigns of any party to this Lease.

16. Correspondence. Notices required to be given hereunder are to be given, U.S. postal service, first class mail to the following:

Spanish Fork City
Attn: City Manager
40 South Main
Spanish Fork, Utah 84660

Simmons Outdoor Media-I, LLC
Attn: General Manager
515 S. 700 E.
Salt Lake City, Utah 84102

EFFECTIVE as of the 1st day of January, 2005.

SPANISH FORK CITY by:

DALE R. BARNEY, Mayor

Attest:

KENT R. CLARK, Recorder

SIMMONS OUTDOOR MEDIA-I, LLC,
a Utah limited liability company

KURT HORAN, General Manager

ORDINANCE NO. 16-04

ROLL CALL

VOTING	YES	NO
MAYOR DALE R. BARNEY <i>(votes only in case of tie)</i>		
MATTHEW D. BARBER <i>Councilmember</i>		
PAUL M. CHRISTENSEN <i>Councilmember</i>		
EVERETT KELEPOLO <i>Councilmember</i>		
SETH V. SORENSEN <i>Councilmember</i>		
CHRIS C. WADSWORTH <i>Councilmember</i>		

I MOVE this ordinance be adopted: _____
SECOND the foregoing motion: _____

ORDINANCE NO. 16-04
ORDINANCE AUTHORIZING TELECOMMUNICATIONS MEETINGS

WHEREAS, Spanish Fork City is a public entity subject to the Utah Open and Public Meetings Act; and

WHEREAS, the Act provides for electronic meetings by following the requirements of Utah Code Annotated §52-4-7.8 (1953 as amended); and

WHEREAS, Spanish Fork City has the capability to hold meetings using telecommunications technologies; and

WHEREAS, it is in the best interest of the City to allow telecommunications meetings when a council member or staff is out of town, ill, or otherwise able to attend at the regular location; and

WHEREAS, the telecommunications industry is changing rapidly, with technological

advances, which advances Spanish Fork City should take advantage of without the necessity of amending this ordinance with each technological advance;

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

I.

Spanish Fork Municipal Code §2.08.035 Telecommunications Meetings is hereby created as follows:

2.08.035 Telecommunications Meetings.

A. DEFINITIONS

As used herein, the following terms shall have the following meanings:

ANCHOR LOCATION means Spanish Fork City offices, or such other place where a public meeting is held, as established by law;

CITY means Spanish Fork City;

COUNCIL means the Spanish Fork City Council;

MEMBER means an individual who serves either on the Council or as staff of City;

REAL TIME: means instantaneous communications such as speaking face to face, without undue delays, hearing and/or seeing what is being said or done;

REMOTE LOCATION: means any place other than the anchor location, where a Member is at who participates in a telecommunications meeting;

TELECOMMUNICATIONS MEETING means a formal meeting of the City where one or more Members participates from a remote location via-telephone, internet, television, or other telecommunication means now known or yet to be developed.

B. TELECOMMUNICATIONS MEETINGS AUTHORIZED

- i. Members may participate in meetings via telecommunications media.
- ii. Any form of telecommunication may be used, as long as it allows for real time interaction in the way of discussions, questions and answers, and voting.
- iii. Members who desire to participate in a meeting of the City via telecommunications should notify the City of their intent at least one week in advance of the meeting so that appropriate arrangements can be made to conduct the meeting via telecommunications. The one week notice may be waived by the City in the event of emergency conditions which preclude the ability to give one weeks notice.
- iv. Any member(s) participating from remote locations shall make contact with the City 15 minutes prior to the start of the meeting to ensure the equipment to be used is in proper working order.

C. NOTICES

- i. Notices of meetings are to be given in the manner and within the time frame set forth by law.
- ii. Public notices, to the extent applicable, are to be given according to law, listing the anchor location as the site of the meeting.

D. QUORUM

- i. Members participating via telecommunications are to be considered present for purposes of establishing a quorum, as defined by law.
- ii. In the event of failure of equipment, or other factor, which causes a lack of communications with a member(s) causing lack of a quorum, no additional business may be conducted until the quorum can be reconstituted. Continuances may be granted as set forth by law. Business already conducted remains valid and binding.

E. LOCATION

i. Whenever a meeting is to be held with a member(s) via telecommunications, the anchor location, identified in all notices, shall be the City offices, 40 South Main Spanish Fork, Utah or such other location as determined by the Council in accordance with law.

ii. Public participation is limited to the anchor location.

iii. Members participating via telecommunications may do so from any location where access can be had and the criteria of this section met.

F. METHOD

i. Any telecommunications method now known or hereafter developed may be used to conduct a telecommunications meeting, so long as the criteria set forth herein can be met.

ii. All persons at the anchor location shall be required to have real time video and/or audio contact with member(s) participating from remote locations, so as to know the entire discussion and deliberations of the Council.

iii. Members participating from remote locations shall have the obligation to use appropriate equipment or take other precautions to eliminate static or other disturbances to the orderly conduct of the meeting.

iv. If available, and not cost prohibitive, an audio and video feed is the preferred method of conducting a telecommunications meeting.

G. COSTS

i. The City may elect to pay the costs of a telecommunications meeting.

ii. If the City is paying the costs, it may make the arrangements and initiate the contact in order to conduct the meeting.

II.

Spanish Fork Planning Commission Staff Report

To:	City Council	ID#
From:	Emil Pierson, City Planner	Zoning
Date:	January 18, 2005	Property Size
Subject:	Quail Hollow Bridge Location	# Lots/Units
Location:	1100 South 500 West	Units/Acre

Background

This item last went before the City Council on September 7th for the location of a pedestrian bridge across the Spanish Fork River. As part of the approval for the Quail Hollow Subdivision the developer agreed to build the bridge at Site C (see map).

When the Quail Hollow subdivision was first proposed the pedestrian bridge was shown at Site A (see map). During the review process and at Development Review Committee Site B was recommended and was approved by the Planning Commission and City Council.

The developer came back in September 2004 requesting a different location because of the cost of construction. At that time Site C was approved by the City Council. Staff met with the adjacent subdivision (River Cove) owner (Richard Mendanhall) to discuss this location for the bridge. He requested that they didn't like the location because of the possible loss of money from the sale of the lot with a trail and bridge behind the lot.

Site D was looked at as a possibility but the City would need to construct the trail from the trail in Quail Hollow to the new location costing around \$25,000.

The developer (John Smiley and Bruce Hall) have stated that they would recommend building the bridge at Site E if the City would contribute \$25,000 to the cost of constructing the bridge because of the additional length and piers that would need to be constructed.

Bridge Map



1 Inch equals 198 Feet

Legend

- Roads
 - Not Paved
 - Paved
 - Railroad
 - Rivers
- Property Lines
- Subdivisions
- Spanish Fork Boundary
- Sports_Park_Complex_Plan
- Volunteer Trail

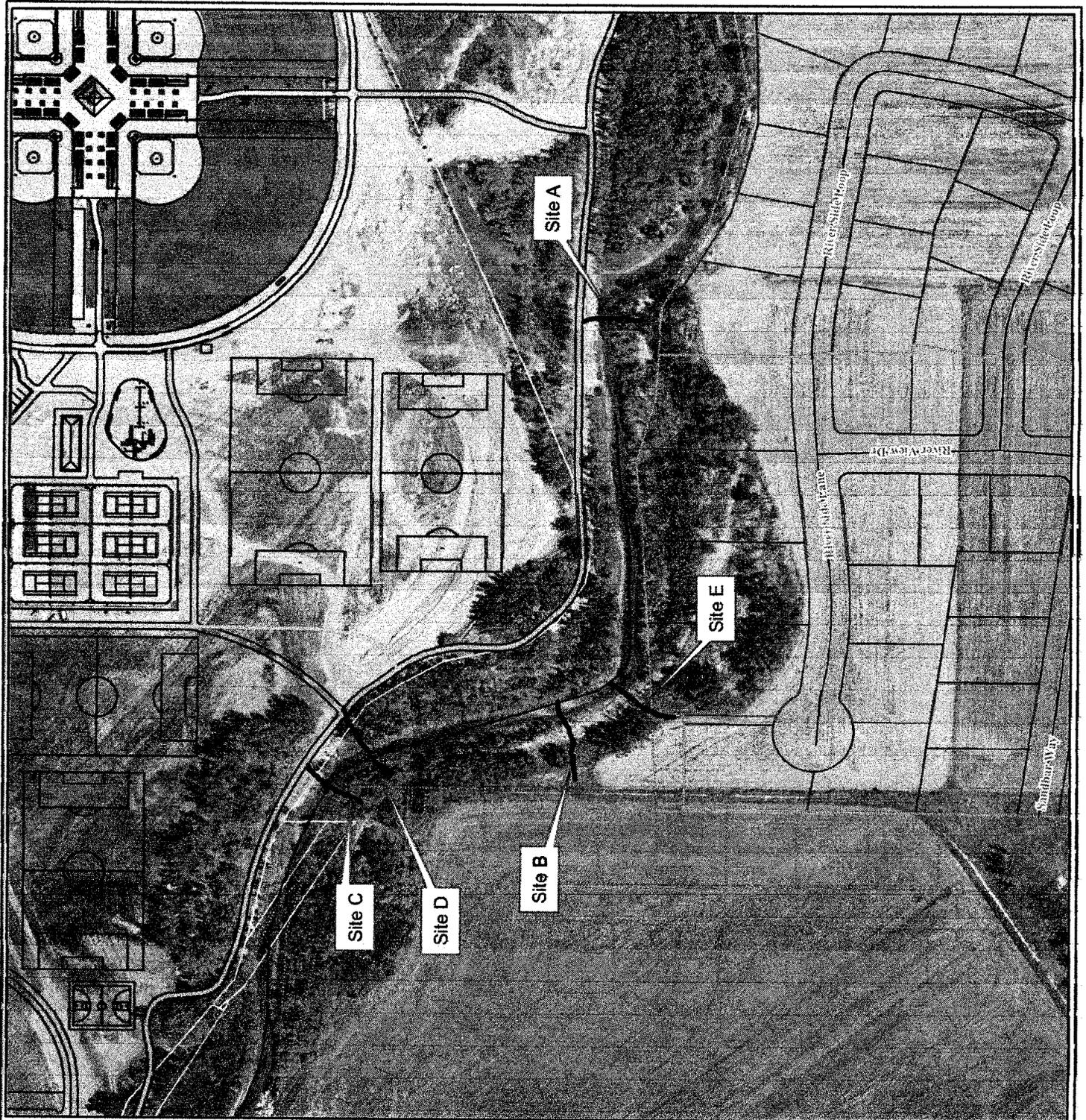
9/29/2004

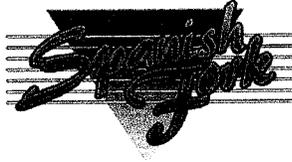


Geographic Information Systems

Spanish Fork City GIS
 40 South Main Street
 Spanish Fork, UT 84660
 (801) 798-5000

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





**MEMO
SPANISH FORK CITY
PUBLIC WORKS DEPARTMENT**

DATE: January 10, 2005

MEMO TO: Mayor and City council

FROM: Richard J. Heap, Public Works Director

Re: PI Rate recommendation from Utility Board

The Utility Board met Thursday evening, January 6, 2005, and discussed the Pressure Irrigation rates. In looking at the anticipated revenue with the new connections that are presently paying water and irrigation utility rates it was recommended that the PI rates be adjusted from \$16.00 per month base to \$15.00 per month effective with the billing that would go out February 1, 2005. They also recommend that in the FY06 budget that the base be reduced again to \$14.50 per month effective in July. This would mean a reduction of \$1.50 per home by July. I have attached a spreadsheet that shows the bond coverage with and without Impact Fees. Keep in mind that PI and Water budgets are combined to cover the total costs of water service. As we discussed before this also allows some funds for capital projects (old water line replacement). This analysis is exactly the same philosophy that was presented to the Council last year when we reduced the PI usage rate from \$1.24 to \$1.00.

The feeling is that we should leave the usage rate in the PI at \$1.00 to try to promote conservation. Also by reducing the base it gives more advantage to the lower income families on lower incomes with smaller lots.

PROJECTED WATER & PRESSURIZED IRRIGATION RATES

	Water Base	Water Rate 1	PI Base	PI Rate 1	Cov. No Impact	Cov. W/ Imp. Fees	Funds for Capital Proj.	Capital Proj. Budget
fy04	\$ 10.00	\$ 1.29	\$ 16.00	\$ 1.24	134%	161%	\$ 659,148	\$ 615,678
fy05	\$ 10.00	\$ 1.29	\$ 15.00	\$ 1.00	141%	174%	\$ 728,924	\$ 676,551
fy06	\$ 10.00	\$ 1.29	\$ 14.50	\$ 1.00	139%	157%	\$ 694,508	\$ 621,638
fy07	\$ 10.00	\$ 1.29	\$ 14.50	\$ 1.00	146%	163%	\$ 789,562	\$ 475,970

fy04	500 E	\$ 100,000	fy06	100 N	\$ 385,875	
	700 E	\$ 50,000		1%	800 E	\$ 115,763
	Hwy 6	\$ 236,400			Debt	\$ 120,000
	Debt	\$ 180,000				\$ 621,638
	Center St	\$ 15,278				
	Wells	\$ 34,000				
		\$ 615,678				

fy05	Replace	\$ 325,000	fy07			
	PRVs	\$ 110,000		500 N	\$ 182,326	
	7% Debt	\$ 120,000		0%	800 N 5-8	\$ 173,644
	300 S	\$ 121,551			Debt	\$ 120,000
		\$ 676,551			\$ 475,970	

**SPANISH FORK CITY
PUBLIC WORKS DEPARTMENT**

DATE: January 10, 2005

MEMO TO: Mayor and City council

FROM: Richard J. Heap, Public Works Director

Re: Sewer Service Line Policy

The present policy for sewer laterals (service line from the main to the home) requires the property owner to maintain the lateral from the sewer main to the customers facility. Water lateral are maintained by the city from the main line to the meter and by the customer from the meter to the customers facility. Since the sewer line does not have a meter and the city does not control what a customer flushes down the toilet the responsibility for the sewer lateral was the customers. A situation has been brought to our attention where this policy might aught to be changed. A resident had a backup on their lateral where the problem turned out to be a structural problem just before the lateral dropped into the main line. The concern is that the customer has no control over what happens in the street yet he/she is responsible for that part of the lateral.

It has been recommended by the Utility Board that this policy be changed to put the responsibility of the structural integrity of the lateral from the main line to property line in the hands of the City.

The lateral from property line to the home or facility using the sewer would be the responsibility of the land owner. The responsibility of any plugs in the lateral which could cause a backup would remain the responsibility of the property owner since they control what goes down their sewer.

APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION: Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		2. DATE SUBMITTED	Applicant Identifier
Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION

Legal Name: Spanish Fork City – Springville City	Organizational Unit: Respective City Councils
Organizational DUNS: 80-222-8304	Department:
Address: Street: 405 S. Main	Name and telephone number of person to be contacted on matters involving this application (give area code)
City: Spanish Fork	Prefix: Mr. First Name: Cris
County: Utah County	Middle Name: n/a
State: UT Zip Code: 84660	Last Name: Child
Country: USA	Suffix: n/a
	Email:

6. EMPLOYER IDENTIFICATION NUMBER (EIN):

2 0 - 1 9 2 8 2 9 7	Phone number (give area code): 801-420-8888	FAX number (give area code): 801-798-5005
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8. TYPE OF APPLICATION:
 New Continuation Revision
If Revision, enter appropriate letter(s) in box(es):
Other (specify)

7. TYPE OF APPLICANT: (See back of form for Application Types)
C
Other (specify)

9. NAME OF FEDERAL AGENCY
FAA-Denver ADO

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER
2 0 - 1 0 6
TITLE: **Airport Improvement Program**

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
1. Environmental Mitigation (Wetlands)

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.):
**Cities of Spanish Fork and Springville, UT
Utah County, UT**

13. PROPOSED PROJECT

Start Date 3/1/05	Ending Date 9/1/05
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14. CONGRESSIONAL DISTRICTS OF
a. Applicant **I** b. Project **I**

15. ESTIMATED FUNDING

a. Federal	\$	650,000	.00
b. Applicant	\$	17,105	.00
c. State	\$	17,105	.00
d. Local	\$.00
e. Other	\$.00
f. Program income	\$.00
g. TOTAL	\$	684,210	.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS
a. Yes. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON
DATE:
b. No. PROGRAM IS NOT COVERED BY E. O. 12372
 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
 Yes If "Yes" attach an explanation No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix Mr./Mr.	First Name Dale/E.	Middle Name R./Fritz
Last Name Barney/Boyer		Suffix n/a
b. Title Mayor-Spanish Fork/Mayor-Springville		c. Telephone number (give area code) 801-798-5000
d. Signature of Authorized Representative		e. Date Signed 12/15/04



State of Utah

OLENE S. WALKER
Governor

GAYLE McKEACHNIE
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

JOHN R. NIORD, P.E.
Executive Director

CARLOS M. BRACERAS, P.E.
Deputy Director

December 10, 2004

Chris Child
Airport Board Chairman
50 South Main
Springville, Utah 84663

Dear Mr. Child:

The Utah Transportation Commission approved your request on December 10, 2004 for the fencing and access gate project. Attached is the approved project scope, schedule, and funding; please review and verify that the scope, schedule, and funding information is correct and accurate.

We have also enclosed three copies of the Project Application and Grant Agreement for State Aid for Development of Public Airports. Please review this, have them signed, and then return all three copies to me for further processing. A completed copy will be returned to you for your files.

Please direct future construction and engineering correspondence to Craig Ide P.E. Thank you.

Sincerely,

Marjorie Montgomery
Secretary

Enclosures:

SCIP Project Scope, Schedule, and Funding
Project Application and Grant Agreement

SCIP PROJECT SCOPE			
AIRPORT:	SPANISH FORK/ SPRINGVILLE	SCIP RATING:	13
		STATE GRANT AMOUNT:	\$72,000
		FUNDING YEAR	2006 2005
PROJECT TITLE:	Fencing and Access Gates		
Project Scope/Description:			
<p>The project will include the installation of chain link fence in two fence gaps.</p> <p>Gap 1 runs along the apron constructed in 1999. This gap will not have an auto gate but a man gate will be installed.</p> <p>Gap 2 runs between hangar numbers <u>xx</u> and <u>xx</u>. An electric lift gate will be installed in this fence run.</p> <p>Another fence improvement will be installed on the east side of the airport entrance road. This will include fence modifications to allow installation of an electric lift gate to allow entrance into the east hangar area.</p> <p>All gates will be equipped with key pads to allow ingress. Detector loops will be used to allow egress.</p> <p>It appears a total of 500 linear feet of fence will be installed, along with the two electric gates and the man gate.</p>			

SCIP PROJECT SCHEDULE			
AIRPORT:	SPANISH FORK/ SPRINGVILLE	FUNDING YEAR	2006 2005
PROJECT TITLE:	Fencing and Access Gates		
SCHEDULE			
MILESTONE		DATE	
Design Kick-off Meeting		10/09/2003	
Plans, Specifications and Estimate Review		1/31/2005	
Project Advertisement		2/10/2005	
Bid opening		3/17/2005	
Notice to Proceed		4/04/2005	
Project Completion		5/13/2005	

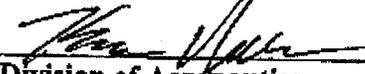
SCIP PROJECT SCOPING ESTIMATE							
AIRPORT:	SPANISH FORK/ SPRINGVILLE	SCIP RATING:	13	STATE GRANT AMOUNT:	\$72,000	FUNDING YEAR	2006 2005
PROJECT TITLE:	Fencing and Access Gates						
SCOPING ESTIMATE							
ITEM			COST				
Engineering and Administration Fees ²			\$12,000				
Construction Inspection Fees ²			\$4,000				
Construction Costs ³			\$64,000				
Total			\$80,000				

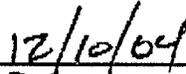
¹ If scope differs from the project description, a new project description will be assigned along with a new SCIP rating.

² Negotiated Engineering, Administration and Construction Inspection. Documentation must be provided if requested.

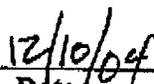
³ Attach Scoping Estimate with major work items and associated unit costs.

RECOMMENDED FOR APPROVAL:


 Division of Aeronautics


 Date

APPROVED BY THE UDOT TRANSPORTATION COMMISSION ON:


 Date

F.D. No. _____

DAO No. _____

UTAH DEPARTMENT OF TRANSPORTATION**AERONAUTICAL OPERATIONS DIVISION****PROJECT APPLICATION AND GRANT AGREEMENT
FOR STATE AID FOR DEVELOPMENT OF PUBLIC AIRPORTS****Part 1 - Project Information**

The Cities of Spanish Fork and Springville (hereinafter called the "Sponsor") hereby makes application to the Utah Department of Transportation (hereinafter called the "State") for a grant of state funds pursuant to Title 72, Chapter 10, Utah Aeronautics Act, and Title 17A-2-1501 Utah Public Airport Authority Act, thereunder, for the purpose of aiding in financing an improvement project (hereinafter called the "Project") for the development of the **Spanish Fork-Springville Airport**, (hereinafter called the "Airport") located in **Spanish Fork, Utah County**.

It is proposed that the Project consists of the following described airport improvements or development:

Fencing and Access Gates.

as shown on the attached map accompanied by a detailed engineering cost estimate showing each item in the Project by description, quantity, unit cost, total cost, engineering and contingencies. [The map will show (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed non-aviation areas and of all existing and proposed improvements thereon including the access road; and (4) airport vicinity zoning.] It is understood that the State will approve in writing the project plans and specifications before start of construction.

The estimated total project is **\$80,000.00** . The requested State share of the project is **\$72,000.00** which is **90 %**.

Other governmental agencies granting money to the project are

The Project engineer is intended to be _____
The FAA Project No. is _____ (if applicable.)

Part II - Representations

The Sponsor hereby represents and certifies as follows:

1. Legal Authority - The Sponsor has the legal power and authority to :
 - (1) do all things necessary in order to undertake and carry out the Project in conformity with applicable statutes;
 - (2) accept, receive, and disburse grants of funds from the State in aid of the Project;
 - (3) carry out all of the provisions of Parts III and IV of this document.

2. Funds - The Sponsor now has **\$8,000.00** available for use in defraying its share of the Project. The present status of these funds is as follows:

Part III - Sponsor's Assurances

In consideration for grant monies made available to the airport, the Sponsor hereby covenants and agrees with the State, as follows:

1. The Sponsor will operate the Airport as such for the use and benefit of the public throughout the useful life of the facilities developed under this Project, but in any event for at least ten (10) years from the date hereof. The furtherance of this covenant, (but without limiting its general applicability and effect) the Sponsor specifically agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes; provided, that the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport; and provided further, that the Sponsor may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary - (a) For safe and efficient use of the Airport; (b) To keep operation activities within acceptable noise levels; To serve the civil aviation needs of the public.

2. The Sponsor covenants and agrees that, unless authorized by the State, it will not either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right at the Airport or at any other Airport now or hereafter owned or controlled by it, to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

3. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in its operation and the operation of all facilities on the airport, neither it nor any person or organization occupying space of facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render to the public any service (including the furnishing or sale of any aeronautical parts, materials, or supplies) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) To furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; Provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

4. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non-aviation products and supplies or any service of a non-aeronautical nature or to obligate the Sponsor to furnish any particular non-aeronautical service at the Airport.

5. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, or the State, and will not permit any activity or uses thereon which would interfere with its use for airport purposes; Provided that nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; and provided further, that nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

6. Insofar as it is within its power and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land. In addition the Sponsor will clear said area or areas of any existing structure or any natural growth which constitutes an obstruction to airspace within the standards established by said Part 77 unless exceptions to or deviations from the aforementioned obligations have been granted to it in writing by the State.

7. The Sponsor will furnish the State with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the State, or may be submitted in such manner as the Sponsor elects as long as the essential data is furnished. The Airport and all Airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments will be made available for inspection and audit by the State, or his duly authorized representative upon reasonable request. The sponsor will furnish to the State a true copy of any such documents.

8. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the State to be eligible to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

9. The Sponsor will keep up to date, by amendment, the attached map of the Airport showing:

(1) The boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto;

(2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) The location of all existing and proposed non-aviation areas and of all existing improvements thereon, including the access road, said attached map, and each amendment, revision, or modification thereof, shall be subject to the approval of the State which approval shall be evidenced by the signature of a duly authorized representative of the State on the face thereof. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities that might adversely affect the safety, utility, or efficiency of the Airport.

(4) Airport vicinity zoning.

10. Insofar as is within its power and to the extent reasonable, the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

11. The Sponsor will not dispose of, or abandon in any manner, any portion of the Airport shown on the approved map without the written consent of the State.

12. It is understood and agreed that as to the land acquired or to be acquired for future development of the airport, the Sponsor will construct and complete thereon a useful and usable facility consistent with the State Airport System Plan not later than the time of forecasted need; and if the land so acquired or any part thereof, is not used within the forecast period for the purpose for which it was acquired, the Sponsor will refund the State share of acquisition cost or fair market value of the land, whichever is greater, plus the State share of net revenue, at the time of sale or expiration of the period stated in this agreement. It is further understood and agreed that the Sponsor will deposit all net revenues derived from the interim use of the land into a special fund to be used exclusively for approved items of airport development, but in no case may the State share of such funds be used to match State aid funds in future grants. It is still further understood and agreed that the Sponsor will not dispose of the land by sale, lease, or otherwise without the prior consent and approval of the State.

13. The Sponsor will maintain, at its own expense, the following aeronautical use items and activities:

- (1) A standard, mounted windsock for observation of wind direction and velocity from the ground and while airborne together with a standard segmented circle, both in good repair.
- (2) Enforcement of zoning in the vicinity of airports to minimize environmental problems associated with aeronautical uses.
- (3) A current license issued by the State designating the Airport for public use.
- (4) Runway or boundary lights in good repair and on from dusk to dawn of each calendar day.
- (5) The runway, taxiways, and apron in a state of good repair which would include annual crack filling and mowing of vegetation at least 15 feet outside of hard surfaced areas as necessary to maintain a weed height of not more than 12 inches.
- (6) The boundary fence, when in place, in a state of good repair.
- (7) The main runway, associated taxiway and apron to be cleared of snow as soon as practical after a snowstorm and the airport to remain open for use during these months.

14. It is understood that the State will participate in the amount of grant monies herein mentioned in the engineering estimate or in the herein mentioned per cent share of the actual project cost, whichever is least.

15. In the event the State does not grant monies under this application, the covenants herein mentioned shall not become effective.

16. Sponsor shall have no authorization to bind the State of Utah or the Utah Department of Transportation, or its Aeronautical Operations Division to any agreement, settlement, liability or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

17. Sponsor hereby agrees to indemnify and save harmless the State of Utah, Utah Department of Transportation, and Aeronautical Operations Division, and their officers, agents, and employees from and against any and all loss, damages, injury, and liability, and any claims therefore, including claims for personal injury or death, damages to personal property and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of this agreement or from the use or operation of the airport improvements and facilities being purchased, constructed or otherwise developed under this agreement.

Part IV - Project Agreement and Acceptance

If the Project or any portion thereof is approved by the State, and State aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the plans and specifications for such development, as approved by the State, and the herein assurances with respect to the Project and the Airport.

IN WITNESS WHEREOF, The parties hereto do hereby ratify and adopt all statements, representatives, warranties, covenants, and agreements contained or referenced herein and do hereby cause this document to be executed in accordance with the terms and conditions here of.

Executed for the Sponsor this _____ day of _____, 20_____.

(SEAL)

(Name of Sponsor)

By _____

Title _____

Attest _____

Recorder

Executed for the Cosponsor this _____ day of _____, 20_____.

(SEAL)

(Name of Cosponsor)

By _____

Title _____

Attest _____

Recorder

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for _____
(herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing document and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Utah, and further that, in my opinion, said Agreement constitutes a legal and bind obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 20 _____.

Title _____

AERONAUTICAL OPERATIONS DIVISION

Director

APPROVED:

UDOT Legal Counsel

Finance

The 4/10 Workweek: An exploration of the literature, employee attitudes, and citizen perceptions

An Executive Summary Prepared for the City of Spanish Fork

To be Presented
January 18, 2005

During the fall of 2004, the Spanish Fork City Council engaged the local government management course in the BYU Master of Public Administration Program to explore the city's use of the four-ten work week. As part of that project the class looked at three different issues: the existing scholarly literature, the attitudes of Spanish Fork employees, and the perceptions of the citizens of Spanish Fork. Surveys were used to collect information from Spanish Fork's residents and employees. One-hundred and thirty-two employees responded to the employee survey. Citizen surveys were mailed to 1,459 utility customers, 440 completed surveys were returned.

Previous Research. Alternative work schedules, and specifically compressed work weeks are not new. These alternative arrangements have occurred as the economy has shifted and as the needs of employers and employees have changed. In the early 90s, research found that as many as 40 percent of large businesses used some type of compressed work week. In addition to private sector use, many public agencies have also used compressed work weeks. For example, several Utah cities use alternative work schedules for some of their workers. These include: American Fork, Bountiful, Cedar Hills, Eagle Mountain, Highland City, Lehi, Payson City, Provo, West Jordan, and West Valley City. Previous research has generally found significant advantages of compressed work weeks and other alternative work schedules. These advantages for the organization include: increased productivity, decreased costs, decreased absentee rates. Additionally, there are benefits for the employees, including: increased morale and motivation, decreased travel time and related costs, and to some extent a better situation for families. The research has also identified some disadvantages. The disadvantages include: fatigue, inefficient external communication, inefficient internal communication, overtime issues, second shift issues, slippage issues, increased moonlighting, and issues for single parents.

Employee Survey. Employees were asked to complete a brief survey about their workplace experiences. A majority of the employees (80 percent) have had positive experiences with the 4/10 workweek. Only 7 percent disagreed or strongly disagreed that their experiences with workweek were positive. Nearly two-thirds of employees indicated that they were more productive, while only 9 percent indicated that they were not more productive. Again, nearly two-thirds of responding employees believed that citizens have improved access to government as a result of the four-ten workweek. Overall, employees

were very supportive of the four-ten workweek and believed it was beneficial to the citizens.

Citizen Survey. Citizens were asked to reflect on the quality of services provided by Spanish Fork. Ambulance and parks received the highest quality ratings and sidewalks and streets received the lowest quality ratings. Residents were very split concerning their satisfaction with the four-ten schedule of the city. Thirty-three percent of citizens agreed or strongly agreed that the 4/10 made it easier to access city services, while 34 percent disagreed or strong disagreed that it made it easier to access services. Citizens were equally split, 35 percent indicating that they prefer the extended hours on Monday through Thursday, and 35 percent that they do not prefer the extended hours. When asked about the traditional work schedule, 26 percent indicated that they do not prefer the traditional Monday to Friday, eight to five schedule, while 45 percent indicate a preference for the Monday to Friday option. Forty-four percent of residents indicated that it was important to conduct business before or after their workday, while only 18 percent disagreed. Twenty-nine percent of residents indicated that they had previously been unable to access city services under the prior eight to five schedule. Forty-five percent of residents indicate that they have been unable to access city services under the current four-ten schedule.

This research was conducted by:

Michael Adams
Kari Baardson
Jeff Beaty
Cody Deeter
Rebecca Gledhill
Robby Hammond
Lane Hendricks
Erin Herzog
Rob Hunt
Ryan Lancaster
Megan McAllister
Richard Murdock
Tyler Palmer
Brent Pearson
Ether Simoncini
Kimberly Smith
Chad Tustison
Tad Wille

Students enrolled in Public Management 675: Local Government I

Under the direction of Dr. Rex L. Facer II