

CITY COUNCIL MEETING

6:00 pm
Tuesday, July 5, 2005

I. PRELIMINARY ACTIVITIES

- A. Pledge of Allegiance
- B. Building Committee Report - Chairman Duane Hutchings and Committee Members Dave Lewis, Leonard Ellis, Rick Evans and Sterling Leifson*

II. STAFF REPORTS

- A. Junior Baker - Legal
 - 1. **Ordinance No. 09-05** - An Ordinance Making Minor Amendments to Title 14, Buildings and Construction
 - 2. **Resolution No. 05-07** - A Resolution Declaring the Balances of the Leland Special Improvement District Assessment Due and Authorizing the Collection
- B. Emil Pierson - Planning
 - 1. **Gerald Hill Annexation** - 1000 North 300 West (Tabled from June 21, 2005)
- C. Richard Heap - Engineering/Public Works
 - 1. Selling of Property to Charter One (Tabled from June 21, 2005)
 - 2. Sawvel and Associates Electric Study Contract*
- D. Dale Robinson - Parks and Recreation
 - 1. **Custodial Contract for Senior Center**

III. OTHER BUSINESS

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.

ORDINANCE NO. 09-05

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: _____

I SECOND the foregoing motion: _____

ORDINANCE 09-05

AN ORDINANCE MAKING MINOR AMENDMENTS TO TITLE 14, BUILDINGS AND CONSTRUCTION

WHEREAS, Spanish Fork City has enacted a title of its Municipal Code entitled “Buildings and Construction”; and

WHEREAS, the City reviews its codes from time to time to make sure that they are current and up to date; and

WHEREAS, minor adjustments to the title on Buildings and Construction are needed to remain current and reflect the fact that the State no longer follows uniform codes and has currently adopted international building codes:

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

I.

Section 14.04.030(A)(1) of the Spanish Fork City Municipal Code is hereby amended to read as follows:

1. No building permits will be issued until streets are in compliance with the applicable fire code to allow access to the construction site by fire apparatus vehicles. The City Engineer is hereby designated as the responsible official to determine compliance.

II.

Section 14.08.010 of the Spanish Fork City Municipal Code is hereby amended to read as follows:

14.08.010 Permit Required.

No permit shall be issued for the moving of any residential, commercial, or industrial building from one site within the City to another site within the City, or from a site outside the City to a site within the City, without first filing an application with the City building department and obtaining a permit therefore from the City Building Official.

III.

Section 14.08.020 of the Spanish Fork City Municipal Code is hereby amended to read as follows:

14.08.0120 Permit-Application.

The following information shall be filed with the City building department at the time application is made:

[A through D unchanged]

IV.

The Spanish Fork City Municipal Code section 14.08.080 is hereby amended to read as follows:

14.08.080 Violation.

It shall be a Class C Misdemeanor to erect, construct, enlarge, alter, repair, move, demolish, occupy, or use any building or structure in the City in violation of or without complying with the provisions of this chapter.

V.

This Ordinance shall be effective 20 days after passage and publication.

DATED this _____ of July, 2005.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK,
UTAH, this _____ day of _____, 2004.

DALE R. BARNEY, Mayor

ATTEST:

KENT R. CLARK, City Recorder

F:\ORDBOOK\ORD----

RESOLUTION NO.

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: _____

I SECOND the foregoing motion: _____

RESOLUTION NO.

A RESOLUTION DECLARING THE BALANCES OF THE LELAND SPECIAL IMPROVEMENT DISTRICT ASSESSMENTS DUE AND AUTHORIZING THEIR COLLECTION

WHEREAS, Spanish Fork City created the Leland Special Improvement District in order to pay for the installation of a water line; and

WHEREAS, property owners benefitting from the water line were assessed the prorated costs of the line, which assessment acts as a lien against their property; and

WHEREAS, the time limit for payment of these assessments has run; and

WHEREAS, there remain two accounts which have not fully paid their assessment; and

WHEREAS, the law relating to the special improvement districts allow balances to be accelerated and collection to take place by tax assessment or trust deed foreclosure; and

WHEREAS, it is not fair to the residents of the City nor to the Leland residents who made their assessments that they should subsidize the assessments in default which benefit those specific properties;

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

1. The following accounts for the Leland Special Improvement District are in default in the amounts listed:

John Robinson	1952 West 900 South	\$4,600.82;
Todd Thomas	1898 West 900 South	\$1,506.13;

2. These unpaid balances are deemed accelerated and due in full pursuant to the provisions of Spanish Fork City Municipal Code Section 3.12.020.

3. City staff is directed to collect these accounts in the following manner:

a. Pursuant to provisions of Utah Code Annotated Section 17A-3-324, by causing the same to be assessed against the real property taxes owing on these properties and be collected pursuant to the procedures set forth in Utah Code Annotated Section 59-2-1301 at seq. ;

b. As an alternative by proceeding as a trust deed foreclosure with the city attorney acting as trustee, following the procedures of the Utah Code for trust deed foreclosures.

DATED this 5th day of July, 2005.

DALE R. BARNEY, Mayor

ATTEST:

KENT R. CLARK, City Recorder

**SPANISH FORK CITY
CITY COUNCIL
STAFF REPORT**



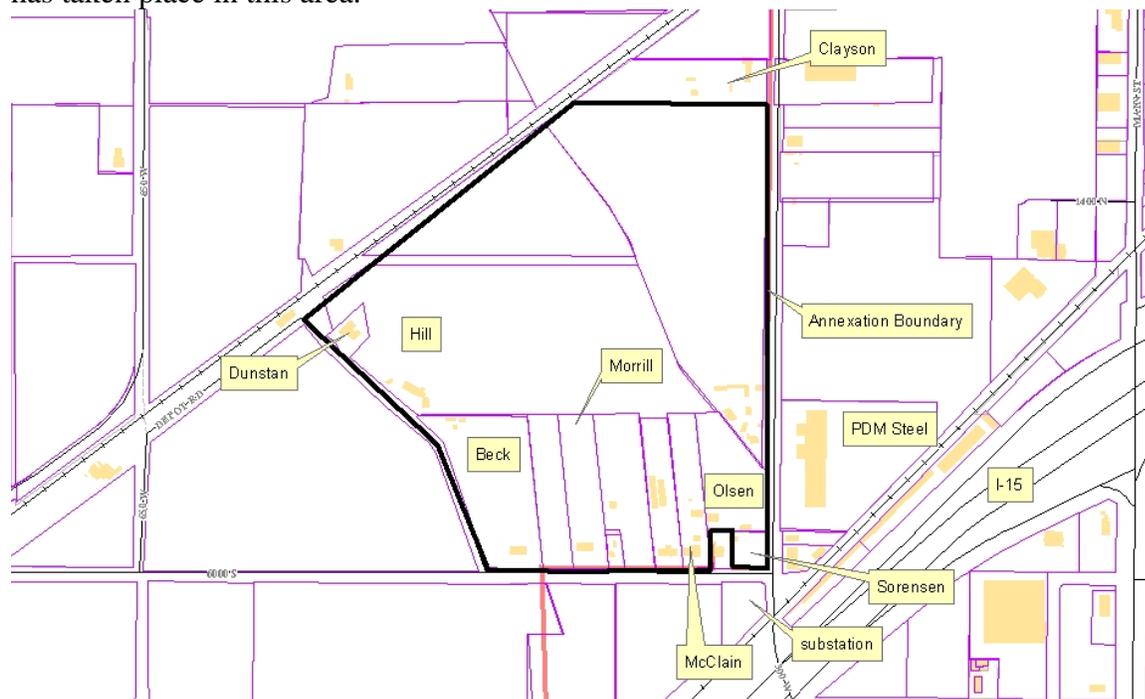
To: City Council
From: Emil Pierson, City Planner
Date: June 21, 2005

Property Size: 66.7 acres
General Plan:
Residential 1 unit per 5 acres &
Light Industrial
Recommended Zoning: R-R

Subject: Gerald Hill (Depot) Annexation
Location: 1000 North 300 West

Background

The applicant(s), Gerald Hill, is requesting to annex approximately 66.7 acres on the west side of town into Spanish Fork City from Utah County (see attached map). Some of the annexation is located within the City Growth Boundary and all of the annexation is within our Policy Declaration Boundary. According to the Annexation Plan adopted on December 17, 2002 this area is to be annexed within the next 20+ years and the Plan stated that no real general planning has taken place in this area.



The General Plan shows that this area is Rural Residential 1 unit per five acres and also light industrial. This matches up to the Rural Residential (R-R) zoning and the I-1 zoning.

Analysis

The applicant is requesting to annex into the City so a home can be constructed on the north 5+ acres. Staff requested that the applicant ask the adjoining neighbors in the area to annex at the same time. A few of the property owners didn't sign the annexation petition. Since the Planning Commission meeting the applicant is in discussion with the property owners. The city can not annex just the properties that have signed the petition because it would leave an island therefore, they would need to be force into the city as part of the annexation.

Utilities

Water, sewer, pressurized irrigation, and power are located in 300 West. The City has a power substation on the corner of 1000 North and 300 West. A number of the residents are already on the City water. The east side of 300 West has a number of business including PDM steel, A&B Industrial, and Smash Athletics.

Development Review Committee

The DRC reviewed this annexation request on June 1st and recommended annexing the properties subject to the following conditions:

1. The properties be zoned Rural Residential (R-R)
2. The initial home to be built on the Hill property is to be built on the northeast corner as mandated by an annexation agreement.
3. The homes within the annexation be assigned city addresses.

Planning Commission

The Planning Commission reviewed this annexation request at their June 1st meeting and discussed the request. They discussed why certain property owners didn't sign the petition and if they were against annexing into the city.

The Planning Commission members recommended approval subject to the conditions listed.

RECOMMENDATION

Finding(s):

1. The annexation is consistent with the Annexation Plan of Spanish Fork City; the General Plan; Policy Declaration Boundaries and is shown to be within the City's growth boundary and follows the Capital Facilities Plan.
2. Adequate public facilities are located in the area (300 West).

Approve:

The City Council APPROVE the Depot (Gerald Hill) Annexation at 1000 North 300 West subject to the following condition(s):

1. The properties be zoned Rural Residential (R-R)
2. The initial home to be built on the Hill property is to be built on the northeast corner as mandated by an annexation agreement.
3. The homes within the annexation be assigned city addresses.

Table

Make the motion that to Table the Depot (Gerald Hill) Annexation at 1000 North 300 West for the following reason(s):

Deny:

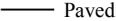
Make the motion to deny the Depot (Gerald Hill) Annexation at 1000 North 300 West for the following reason(s):

Depot Annexation Map

1 Inch equals 529 Feet
June 1, 2005

Legend

Roads

-  Not Paved
-  Paved
-  Railroad
-  Rivers
-  Buildings
-  Property Lines
-  County_SF_Parcels
-  Spanish Fork Boundary



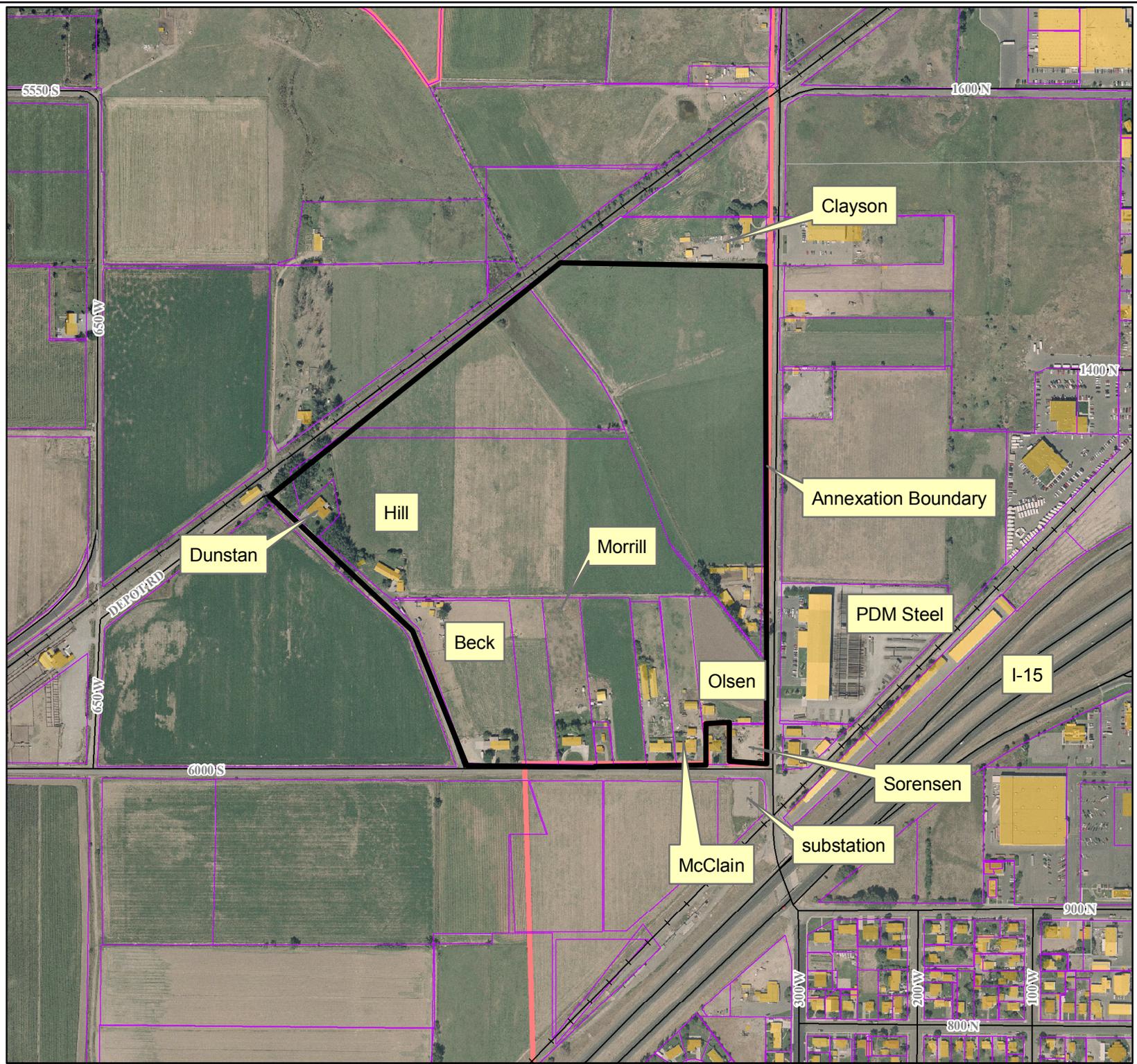
9/29/2004



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.



SENIOR CENTER CUSTODIAL CONTRACT

This agreement for custodial services at the Senior Center is entered into between Spanish Fork City (Spanish Fork) and Sterling R. Webb (Webb) dated the 5th day of July 2005.

RECITALS

WHEREAS, Spanish Fork owns a building located at 96 S. 200 W which is known as the Senior Center; and

WHEREAS, Spanish Fork is responsible to provide custodial services to the building known as the Senior Center; and

WHEREAS, Spanish Fork placed a request for bids; and

WHEREAS, Webb submitted the low bid and is otherwise capable of performing the needed custodial services;

NOW THEREFORE, the parties hereby contract, convent, and agree as follows:

AGREEMENT

1. Webb agrees to provide custodial services to the Senior Center pursuant to the terms and conditions of this Agreement. Webb is an independent contractor and is not an employee of Spanish Fork.

2. This contract shall commence on the 1st day of July, 2005 and continue through the 30th day of June, 2006. Thereafter, this Agreement shall continue on a month to month basis, unless either party gives thirty (30) days notice to terminate.

3. Webb shall clean the main and lower levels of the Senior Center, including restrooms, halls, stairways, closets, kitchens, pantry, walk in refrigerator/freezer, appliances, and

all rooms according to the schedule set forth herein.

4. Webb shall provide routine custodial services weekly on Monday, Wednesday, and Friday according to the schedule attached hereto as Exhibit A and incorporated herein by this reference, provided that the cleaning scheduled for the first Wednesday of each month shall be performed the following Thursday.

5. In addition to the weekly cleaning schedule, Webb shall provide monthly cleaning according to the schedule attached hereto as Exhibit B and incorporated herein by this reference.

6. In addition to the weekly and monthly cleaning schedule, Webb shall provide yearly “deep cleaning” during July and December each year according to the schedule attached hereto as Exhibit C and incorporated herein by this reference.

7. Spanish Fork shall pay Webb the sum of \$575.00 per month for providing the custodial services outlined herein. Payment shall be due before the 20th day of the month following the month in which the cleaning was performed. Payment will be mailed to Webb at 255 W. 700 N., Spanish Fork, Utah 84660.

8. Spanish Fork will provide restroom stock supplies and cleaning supplies. Spanish Fork has certain cleaning tools and equipment, which Webb may use. Any tools or equipment necessary to complete the cleaning as required herein, which Spanish Fork does not already have, will be provided by Webb. Any such equipment may not be stored on Spanish Fork property.

9. Spanish Fork maintains a washer and dryer on site for cook aprons, etc. Webb may use the washer and dryer to wash cleaning cloths and related items necessary to complete the cleaning required herein.

10. Webb is to maintain the orderly position and alignment of building furniture and

related items. Webb is expected to take pride in the building and to maintain it clean and orderly without receiving specific instructions.

11. Webb shall work under the direction of the Building and Grounds Supervisor (Bill Bushman), who may request special services be performed. If those special services are outside the scope of this Agreement, the parties may negotiate a price for the services to be performed. If the services requested are reasonably within the scope of this Agreement, no additional compensation is owed.

12. Webb is required to modify the cleaning schedule set forth herein, based upon building use and reservations, as relayed to Webb from Bushman.

13. Webb shall be required to provide proof of liability insurance, naming Spanish Fork as an additional insured. The policy shall provide a minimum of \$1,000,000.00 liability coverage. Webb shall also be required to provide workers compensation insurance coverage for any employees he uses, including himself.

14. Webb shall be required to obtain a Spanish Fork City business license to provide the services required herein.

15. This Agreement is specific to the parties hereto and is not assignable.

16. This Agreement may be modified only by a written amendment, executed by each of the parties hereto.

17. This Agreement represents the entire agreement between the parties. Any prior understandings, agreements, or negotiations are merged herein and superceded hereby.

18. In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover costs and attorneys fees.

DATED this ____ day of July, 2005.

SPANISH FORK CITY by:

DALE R. BARNEY, Mayor

Attest:

KENT R. CLARK, City Recorder

STERLING R. WEBB

EXHIBIT A

Monday Custodial Service

General Building (main level)

- Remove waste from all receptacles to exterior dumpster.
- Vacuum all carpeted areas including interior and exterior entrance areas, **excluding stairs**.
- Dust mop and/or sweep all **main level** floors.
- Sweep kitchen floors and vacuum carpet mats (include all the floor beneath the ovens)
- Wipe down all kitchen area stainless steel (dish machine, dish sink and back splash, ice machine) and marble surfaces and remove all water spots.
- Clean all entrance doors, hardware, glass and side glass and frames.
- Clean and sanitize drinking fountains.
- Align chairs at tables and chairs and furniture along walls.
- Spot check the building interior spaces for conditions that appear out-of-place and tidy up accordingly to maintain a neat and orderly appearance.

Restrooms (both levels)

- Sweep, mop and sanitize restroom floors.
- Clean and sanitize restroom fixtures (sinks, toilets and urinals).
- Clean and polish chrome fixtures, mirrors, and hardware.
- Stock paper and soap products.
- Empty waste receptacles.

Wednesday Custodial Service

General Building (main level and lower level)

- Remove waste from all receptacles to exterior dumpster.
- Vacuum **front and back stairs**. Inspect all other carpeted areas for debris, including interior and exterior entrance areas, and vacuum if necessary.
- Dust mop and/or sweep all **lower level** floors.
- Align chairs at tables and chairs and furniture along walls.
- Spot check the building interior spaces for conditions that appear out-of-place and tidy up accordingly to maintain a neat and orderly appearance.

Restrooms (both levels)

- Sweep, mop and sanitize restroom floors.
- Clean and sanitize restroom fixtures (sinks, toilets and urinals).
- Clean and polish chrome fixtures, mirrors, and hardware.
- Stock paper and soap products.
- Empty waste receptacles.

Friday Custodial Service

General Building (main level)

- Remove waste from all receptacles to exterior dumpster.
- Vacuum all carpeted areas including interior and exterior entrance areas, **excluding stairs.**
- Dust mop and/or sweep all **main level** floors.
- Sweep, mop and sanitize all kitchen area floors including walk-in refrigerator floor and the floor beneath the ovens. Mop under mats.
- Clean kitchen area floor sinks.
- Wipe down all kitchen area stainless steel (dish machine, dish sink and back splash, ice machine) and marble surfaces and remove all water spots.
- Clean all entrance doors, hardware, glass and side glass and frames.
- Clean and sanitize drinking fountains.
- Align chairs at tables and chairs and furniture along walls.
- Spot check the building interior spaces for conditions that appear out-of-place and tidy up accordingly to maintain a neat and orderly appearance.

Restrooms (both levels)

- Sweep, mop and sanitize restroom floors.
- Clean and sanitize restroom fixtures (sinks, toilets and urinals).
- Clean and polish chrome fixtures, mirrors, and hardware.
- Stock paper and soap products.
- Empty waste receptacles.

EXHIBIT B

Monthly Custodial Service

- Dust entrance interior and exterior area for cob webs and insects.
- Dust counter tops, ledges, shelves windowsills, ext. Vacuum all upholstered furniture.
- Dust hand railings, baseboards, moldings and all other dust collection surfaces.
- On the first Friday of each month, following the large lunch, remove, clean and sanitize the kitchen floor mats. Use the local car wash. Mop and sanitize beneath the mats.
- On the first Friday of each month, following the large lunch, sweep, mop and sanitize the banquet hall floor.
- Inspect restroom deodorizers and replace canister and batteries as needed. Canisters typically last 6 weeks and the batteries typically last 1 year.
- Inspect for and remove insects from light lenses as needed. Excluding banquet hall.
- Clean and sanitize restroom stall partitions.

EXHIBIT C

July Custodial Service

- Deep clean all 5 kitchen ovens.
- Clean/wash all banquet hall, kitchen areas and lounge walls.
- Clean/wash all baseboards, moldings, door casings, jams and doors.
- Clean/wash all restrooms walls and wash and sanitize all toilet partitions.
- Damp-dust all silk and real plants.
- Damp-dust all furnishings, wall decorations and paintings/pictures and frames.
- Do high surface dry-dusting, lights, fans, vents, over doors, etc.
- Inspect for and remove insect from light lenses.
- Deep clean and sanitize all kitchen carts.
- Wash all windows and entrance glass interior and exterior.
- Mop and wax all main level composite tile floors.
- Burnish all main level composite tile floors.

December Custodial Service

- Remove, clean and reinstall all window curtains.
- Clean around windows.
- Deep clean all 5 kitchen ovens.
- Clean/wash all restrooms walls and wash and sanitize all toilet partitions.
- Damp-dust all silk and real plants.
- Damp-dust all furnishings, wall decorations and paintings/pictures and frames.
- Inspect for and remove insects from light lenses as needed.
- Deep clean and sanitize all kitchen carts.
- Wash all windows and entrance glass interior and exterior.
- Mop and wax lower level ceramic craft area and hallway floors.
- Burnish lower level ceramic craft area and hallway floors.