

CITY COUNCIL MEETING

ADDENDUM

6:00 pm

Tuesday, September 6, 2005

I. PRELIMINARY ACTIVITIES

- A. Pledge of Allegiance
- B. Minutes
- C. Employee of the 2nd Quarter 2005

II. STAFF REPORTS

- A. Emil Pierson - Planning
 - 1. [Rigtrup Annexation Petition](#) - 630 West 5950 South
- B. Junior Baker - Legal
 - 1. [Senior Center Property](#) - Ratification of Contract
 - 2. [Ordinance 10-05](#) - An Ordinance Repealing and Re-Enacting Title 8, Chapter 20 Concerning Abatement of Weeds, Garbage and Refuse
 - 3. [Ordinance 11-05](#) - An Ordinance Amending the Business License with Respect to Alcohol Sales
 - 4. [Ordinance 12-05](#) - *An Ordinance Amending Billboard Regulations*
- C. Richard Heap - Engineering
 - 1. Trails and Transportation*
- D. Kent Clark - Finance
 - 1. *Approval of Election Judges**

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 located at 40 South Main St. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at 798-5000.

**SPANISH FORK CITY
CITY COUNCIL
STAFF REPORT**



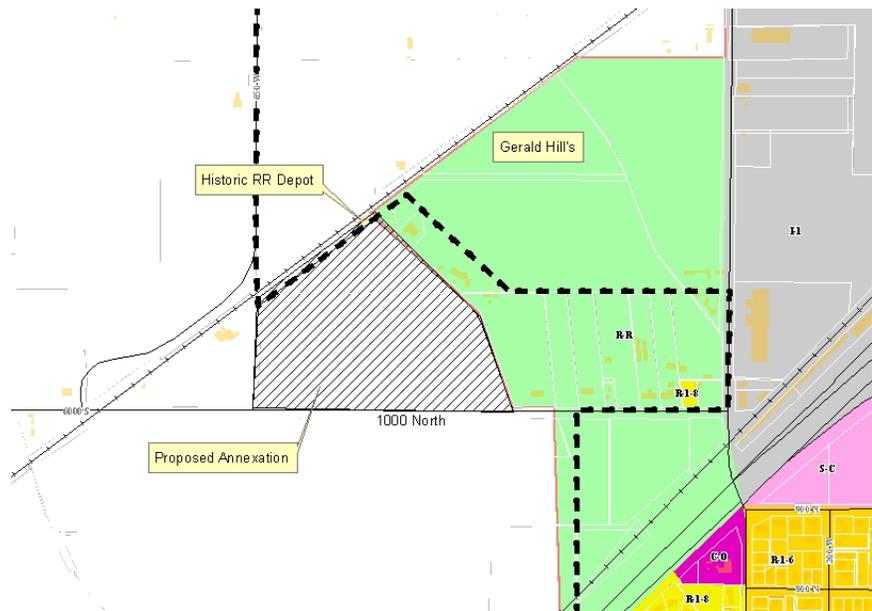
To:	City Council	Property Size:	23.5 acres
From:	Emil Pierson, City Planner	General Plan:	Residential 1 unit to 5 acres & light industrial
Date:	September 6, 2005	Zoning:	County R-A
Subject:	Rigtrup Annexation	Requested Zone:	R-R
Location:	1000 North Depot Road (City) 6000 South 650 West (County)		

Background

The applicant(s), Carolyn Rigtrup, is requesting to annex approximately 23.5 acres into Spanish Fork City from Utah County.

Analysis

The City Boundary is to the east of the property. The properties to the east were annexed as part of the Gerald Hill Annexation. The property is within Spanish Fork City's policy declaration boundary but outside of the current growth boundary. The General Plan currently shows the parcels as Residential 1 unit per 5 acres and light industrial. The property owner is requesting for the property to be zoned Rural Residential (R-R).



Staff recommendation

I would recommend that the City investigates the proposed annexation.

OPTIONS

One: Decide if you want to investigate the possibility of annexing the properties into the City and have DRC and Planning give a recommendation.

Two: Decide that the City Council is not interested in annexation the properties at this time.

REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City) and Andrew and Heidi Taylor (Taylor), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. Taylor owns real property in Spanish Fork City located at 16 South 200 West and more particularly described as follows:

Commencing 16 chains West and 9.60 chains North of the Southeast Corner of the Northeast Quarter of Section 24, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence North 103.05 feet; thence West 100.8 feet; thence South 103.05 feet; thence East 100.8 feet to the beginning.
2. City is desirous of purchasing the property upon the terms and conditions set forth herein. The City intends to exchange the property for property it needs. The purchase is contingent upon the future owners obtaining financing.
3. In the event another prospective purchaser makes a bona fide offer while awaiting financing, Taylor will notify City of the offer and City shall have one business day to elect to purchase the property without the financing. If City elects not to proceed, Taylor is free to sell to the potential buyer making the offer by returning the City's earnest money.
4. The purchase price will be \$121,900.00. City hereby tenders \$1,000 earnest money for the property. The balance of the purchase price will be due in cash, at closing. The purchase price includes the range/oven.
5. The closing will take place within 45 days from the date hereof. Possession shall be transferred at the time of closing.

6. The title to the property being conveyed shall be pursuant to a warranty deed and shall be vested in the name of Spanish Fork City.
7. Within 10 days of the date hereof, the parties agree to cooperate to locate a mutually acceptable title insurance company to provide a commitment for standard coverage title insurance in the amount of the purchase price. The policy shall insure that City shall be the fee simple owner of good and marketable title free and clear of all liens and encumbrances and subject to the standard exceptions as shown on the title policy. Each party shall have 10 days after receipt of the commitment of title insurance and all relevant documents to notify the other in writing of any objections to the title. If no objection is made, all items shall be deemed permitted. If any exceptions to title are made, the other party shall have until closing to cure such exception. If exceptions are unable to be cured, the party so excepting may choose to void this agreement or to proceed with the exceptions. If voided, all obligations of the parties shall cease and this agreement shall be void without further recourse to the parties hereto.
8. Taylor warrants and represents that:
 - A. the property has natural gas, telephone, water, pressure irrigation, electric, and sewer services available to it;
 - B. the roof and foundation are sound;
 - C. the furnace is in good working order;
 - D. there are no defects known to them which would make the home uninhabitable.

9. Taylor further warrants and represents as follows:
- A. That no person or entity claiming under, by, or through Taylor has any option or contract to purchase any or all of the property to be sold or any interest therein.
 - B. The property will be free and clear of any mechanics liens resulting from work performed on or with respect to the property prior to such conveyance.
 - C. Taylor has not received written notice from any governmental body claiming any current violations of any hazardous material law, or requiring compliance with hazardous material law, or demanding payment or contribution for environmental damage or injury to natural resources. For this purpose, hazardous material law means any State or Federal statute applicable to the property relating to the installation, use, storage, release, generation, discharge, disposal, treatment, handling, or transportation of hazardous materials.
 - D. Taylor, nor to their knowledge any previous owner, tenant, or occupant of the property, has engaged in or permitted operations or activities upon or allowed any use or occupancy of the property for the purpose or in any way involving the handling, manufacturing, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any hazardous materials, except for residential fertilization.
 - E. In the event, at any time prior to closing, that any party learns that any of the aforesaid representations and warranties are no longer valid, such party

shall immediately notify the other in writing. The party so notified shall then have the option to proceed with this agreement subject to the changed conditions, or to void this agreement and have no further obligation to the other party.

10. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superceded hereby. This agreement may only be amended by a written agreement entered into between the parties.
11. Time is of the essence of this agreement. In case either party shall fail to perform the requirements of this agreement, at the time performance is required, the other party may, at its election, terminate the agreement.
12. The obligations of the parties to this agreement shall survive the closing and shall not be merged into or become a part of any of the documents executed and delivered at closing.
13. If any action, suit, or proceeding is brought by a party with respect to a matter governed by this agreement, all costs and expenses of the prevailing party in such action, suit, or proceeding, including reasonable attorneys fees, shall be paid by the non-prevailing party.
14. All risk of loss or damage to the property shall be borne by the seller until possession exchanges.

DATED this 31st day of May, 2005.

SPANISH FORK CITY by:

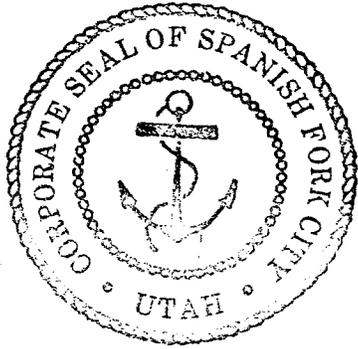
Dale R. Barney
DALE R. BARNEY, Mayor

ATTEST:

Kent R. Clark
KENT R. CLARK, Recorder

Andrew Taylor
ANDREW TAYLOR

Heidi Taylor
HEIDI TAYLOR



REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City) and Brent V. and Connie J. Deuel (Deuel), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. Deuel owns real property in Spanish Fork City located at 59 South 200 West and more particularly described as follows:

Commencing 8 rods North of the Southwest Corner of Lot 2, block 30, Plat A, Spanish Fork City Survey; thence East 12 rods; thence South 3 rods; thence West 12 Rods, thence North 3 rods to the point of beginning.
2. City is desirous of purchasing the property upon the terms and conditions set forth herein.
3. City will pay the sum of \$101,437.85 for the property. The sum will be due at closing. Buyer will pay all closing costs.
4. The closing will take place within 30 days from the date hereof. Possession shall be transferred at the time of closing.
5. The title to the property being conveyed shall be pursuant to a warranty deed and shall be vested in the name of Spanish Fork City.
6. Within 10 days of the date hereof, the parties agree to cooperate to locate a mutually acceptable title insurance company to provide a commitment for standard coverage title insurance in the amount of the purchase price. The policy shall insure that City shall be the fee simple owner of good and marketable title free and clear of all liens and encumbrances and subject to the standard exceptions

as shown on the title policy. Each party shall have 10 days after receipt of the commitment of title insurance and all relevant documents to notify the other in writing of any objections to the title. If no objection is made, all items shall be deemed permitted. If any exceptions to title are made, the other party shall have until closing to cure such exception. If exceptions are unable to be cured, the party so excepting may choose to void this agreement or to proceed with the exceptions. If voided, all obligations of the parties shall cease and this agreement shall be void without further recourse to the parties hereto.

7. City has heretofore investigated the property and determined that it is suitable for its purposes. City therefore accepts the property "as is."
8. Deuel warrants and represents as follows:
 - A. That no person or entity claiming under, by, or through Deuel has any option or contract to purchase any or all of the property to be sold or any interest therein.
 - B. The property will be free and clear of any mechanics liens resulting from work performed on or with respect to the property prior to such conveyance.
 - C. Deuel has not received written notice from any governmental body claiming any current violations of any hazardous material law, or requiring compliance with hazardous material law, or demanding payment or contribution for environmental damage or injury to natural resources. For this purpose, hazardous material law means any State or Federal statute

applicable to the property relating to the installation, use, storage, release, generation, discharge, disposal, treatment, handling, or transportation of hazardous materials.

- D. Deuel, nor to their knowledge any previous owner, tenant, or occupant of the property, has engaged in or permitted operations or activities upon or allowed any use or occupancy of the property for the purpose or in any way involving the handling, manufacturing, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any hazardous materials, except for residential fertilization.
 - E. In the event, at any time prior to closing, that any party learns that any of the aforesaid representations and warranties are no longer valid, such party shall immediately notify the other in writing. The party so notified shall then have the option to proceed with this agreement subject to the changed conditions, or to void this agreement and have no further obligation to the other party.
9. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superceded hereby. This agreement may only be amended by a written agreement entered into between the parties.
10. Time is of the essence of this agreement. In case either party shall fail to perform the requirements of this agreement, at the time performance is required, the other party may, at its election, terminate the agreement.
11. The obligations of the parties to this agreement shall survive the closing and shall

not be merged into or become a part of any of the documents executed and delivered at closing.

12. If any action, suit, or proceeding is brought by a party with respect to a matter governed by this agreement, all costs and expenses of the prevailing party in such action, suit, or proceeding, including reasonable attorneys fees, shall be paid by the non-prevailing party.
13. All risk of loss or damage to the property shall be borne by the seller until possession exchanges.
14. This agreement replaces the agreements dated the 27th day of May, 2005 and the 2nd day of August, 2005.

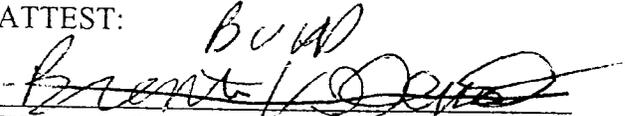
DATED this 9th day of August, 2005.

SPANISH FORK CITY by:

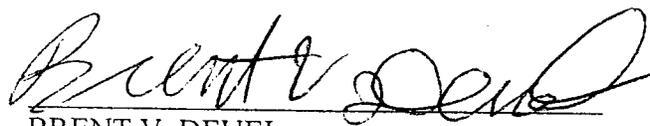


DALE R. BARNEY, Mayor

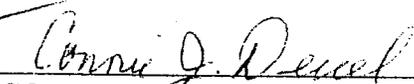
ATTEST:



KENT R. CLARK, Recorder



BRENT V. DEUEL



CONNIE J. DEUEL

ORDINANCE NO. 10-05

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 10-05

AN ORDINANCE REPEALING AND RE-ENACTING TITLE 8, CHAPTER 20 CONCERNING ABATEMENT OF WEEDS, GARBAGE, AND REFUSE

WHEREAS, Spanish Fork City has adopted an ordinance addressing the abatement of weeds, garbage, and refuse; and

WHEREAS, periodic changes in the ordinance need to be made to remain in compliance with state law; and

WHEREAS, the abatement of weeds, garbage, and refuse is necessary to prevent the spread of disease, prevent conflagrations, control pests such as rodents and insects, and to protect property values;

NOW THEREFORE, the Spanish Fork City Council hereby ordains and enacts as follows:

I.

Spanish Fork City Municipal Code Title 8, Chapter 20 is hereby repealed and re-enacted as follows:

Chapter 8.20. Abatement of Weeds, Garbage, and Refuse.

8.20.010. Inspection and notice.

8.20.020. Abatement by City.

8.20.030. Inspector.

8.20.040. Governmental Immunity.

8.20.010. Purpose, Inspection, and notice.

It is the purpose of this chapter to establish a means whereby Spanish Fork City may remove or abate or cause the removal or abatement of injurious and noxious weeds and of garbage, refuse or unsightly and deleterious objects or structures pursuant to the powers granted to it by Utah Code Annotated Title 10, Chapter 11. It is declared that any lot or parcel of property which contains weeds, objects, or structures constitute a nuisance when such weeds, objects, or structures create a fire hazard, a source of contamination or pollution of water, air or property, a danger to health, a breeding place or habitation for insects or rodents or other forms of life deleterious to human habitation or are unsightly or deleterious to their surroundings. The weeds, objects, or structures shall be abated by the owner or occupant of the property.

Weed abatement compliance shall be accomplished by discing, plowing, or mowing weeds within four (4) inches of the ground. Weeds are to be maintained less than four (4) inches in height throughout the growing season. The property between the sidewalk and curb (parking strip) shall be maintained by the owner or occupant.

The city may inspect properties within the City and identify those needing weed, garbage, refuse, unsightly and deleterious object abatement and then serve notice in writing upon the owner and/or occupant of such land in person or by mailing notice, postage prepaid, addressed to the owner and/or occupant at the last known post office address as indicated by the records of the Utah County Recorder. The notice shall require the owner and/or occupant, as the case may be, to abate the weeds, garbage, refuse, unsightly and deleterious objects by a specific time, which shall not be less than ten (10) days from the date of service of such notice. One notice shall be deemed sufficient on any lot or parcel of property for the entire year.

8.20.020. Abatement by City.

If any owner and/or occupant of land described in the notice issued pursuant to Section 8.20.010 shall fail or neglect to eradicate or destroy and remove weeds, garbage, refuse, or unsightly and deleterious objects, in accordance with such notice, the City may cause such weeds, garbage, refuse, or unsightly and deleterious objects to be removed or destroyed. The City shall comply with the provisions of Utah Code Annotated Title 10, Chapter 11 in recovering abatement costs. Both the owner and occupant shall be responsible and liable for the costs incurred by the City in cleaning up the property.

8.20.030. Inspector.

The City may appoint a weed abatement inspector for the purpose of administering the provisions of this chapter and the powers delegated to the City by state statutes subject to such control and review as the city council may from time to time direct. The City weed abatement inspector shall be appointed by and act under the direction of the public safety director. The City weed abatement inspector shall be granted the discretion to determine whether weeds are unsightly, create a fire hazard, source of contamination, a danger to health, a breeding place or habitation for insects or rodents or other forms of life deleterious to human habitation. Any public safety officer or code enforcement officer may also enforce the provisions of this Chapter or of state law.

8.20.040. Governmental Immunity.

Spanish Fork City, the department of public safety, the weed abatement inspector, or any city employee working under the direction of either the city weed abatement inspector or the public safety department, shall be immune from any liability by reason of the city's removal of any nuisances identified herein, after following the procedures set forth in Utah Code Annotated Title 10 Chapter 11.

II.

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

DATED this 6th day of September, 2005.

DALE R. BARNEY, Mayor

ATTEST:

KENT R. CLARK, City Recorder

ORDINANCE NO. 11-05

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 11-05

AN ORDINANCE AMENDING BUSINESS LICENSE REGULATIONS WITH RESPECT TO ALCOHOL SELLS

WHEREAS, Spanish Fork City has enacted a section of this municipal code dealing with alcohol sells; and

WHEREAS, a part of the goal with the code with respect to alcohol sells is to require strict compliance with the provisions of law and to prohibit sells to minors; and

WHEREAS, complying and seeking to prohibit illegal sells, the licensee should be given the opportunity to provide mitigating circumstances and to show efforts they are taking to comply with the law and prohibit sells to minors, which mitigating factors should have a bearing on the penalty imposed; and

WHEREAS, the current Ordinance has a strict application without taking into account any mitigating or aggravating factors.

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

I.

Section 5.12.060 (c) of the Spanish Fork Municipal Code is hereby amended as follows:

5.12.060. Revocation-Hearing Examiner.

C. The Hearing Examiner, or City Council, shall follow this criteria when holding a revocation hearings, taking into account any mitigating or aggravating factors which have been presented at the hearing:

1. The City licence shall be revoked if the State licence has been revoked.
2. The permit holder shall receive a warning for a first violation of this chapter or the Alcohol Beverage Control Act .
3. The permit holder shall have the permit revoked for a period of up to six months if the violation is a second violation within two years of the first violation and shall be subject to a civil penalty up to \$250.00
4. The permit holder shall have the permit revoked indefinitely if the violation is a third violation within two years of two prior violations and shall be subject to a civil penalty up to \$500.00. The permit holder will not be allowed to reapply for a permit for a period of time up to one year as designated by the Hearing Officer or City Council. The City is not required to grant a permit upon reapplication.

II.

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

DATED this ____ of _____, 2005.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK,
UTAH, this ____ day of _____, 2005.

DALE R. BARNEY, Mayor

ATTEST:

KENT R. CLARK, City Recorder

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ORDINANCE NO. 12-05

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 12-05

AN ORDINANCE AMENDING BILLBOARD REGULATIONS

WHEREAS, Spanish Fork City has adopted an ordinance regulating billboards within the city limits; and

WHEREAS, the regulations along State Road 6 reference both to Highway 89 and milepost markers to more precisely identify areas where billboards are allowed; and

WHEREAS, UDOT has changed the numbering of the milepost markers along SR6, creating confusion in the ordinance; and

WHEREAS, amending the ordinance to reflect the intent of the council and again precisely identifying areas where billboards are allowed is in the best interest of the city, its residents, and billboard companies; and

WHEREAS, the areas where billboards are allowed are the exact same areas as set forth in the original ordinance, but avoiding the confusion created when UDOT changed the milepost markers;

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

I.

Section 5.36.060(1)(b) of the Spanish Fork Municipal Code is hereby amended to read as follows:

5.36.060. Billboards

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

(1)(b) Along State Road 6 from the junction with Highway 89 southeasterly for 0.84 miles.

These billboards must be at least 750 feet from any other billboard on the same side of the highway and located in an industrial zone.

II.

This ordinance shall take effect twenty days after passage and publication.

DATED this _____ day of September, 2005.

DALE R. BARNEY, Mayor

ATTEST:

KENT R. CLARK, City Recorder