



CITY COUNCIL MEETING

6:00 pm

Tuesday, October 4, 2005

I. PRELIMINARY ACTIVITIES

- A. Pledge of Allegiance
- B. Minutes
- C. [Agenda Request - David A. Aust](#) - Business Incubation Model

II. STAFF REPORTS

- A. Junior Baker - Legal
 - 1. [Ordinance 10-05](#) - An Ordinance Repealing and Re-Enacting Title 8, Chapter 20 Concerning Abatement of Weeds, Garbage and Refuse (Tabled from September 6, 2005)
 - 2. [Contract for Legal Services](#) - Chapman and Cutler LLP
 - 3. [Airport Access Agreement with Rock Mountain Composites](#)
- C. Seth Perrins - Administration
 - 1. [Resolution No. 05-08](#) - A Resolution Establishing a Right of Access Policy to Allow the City to Obtain Criminal History Information for Background Checks Prior to Hiring as an Employee or Acceptance an a Volunteer.
- D. Richard Heap - Engineering
 - 1. Southeast Well and Water Rights Purchase*
 - 2. Waste Water Treatment Plant - Dennis Sorensen*

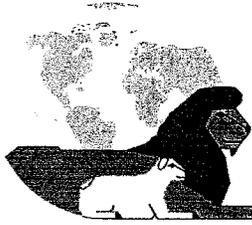
III. OTHER BUSINESS

- A. Appeal Authority Training

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

() indicates support or updated 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.



Millennial Foundation, Inc.

“Developing and Promoting the Talents of Humanity”

www.millennialfoundation.org

September 12, 2005

Dale Barney
Mayor
Spanish Fork City
50 South Main Street
Spanish Fork, Utah 84660

Dear Honorable Mayor Barney:

I have given great thought into the economic challenges our city has from having Walmart stores in Payson and in Springville and the impact it has had on retail sales in Spanish Fork. I firmly believe that Spanish Fork should take a strategic role in the development of business in Spanish Fork through a partnership with a unique business incubation system designed to create business plans that are ready for funding. Once these businesses are funded, they are to remain here in Spanish Fork and contribute to the economy of our community. Our business incubation model is as follows:

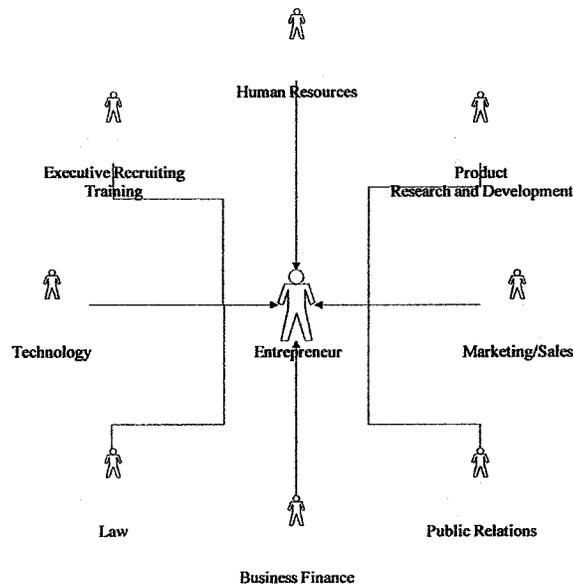


Exhibit 1.1. Structure of Business Incubation Model

Our business model is significantly different than others, in that we offer a way for companies competing in the business services industry to teach and train entrepreneurs in becoming qualified for their services once the entrepreneurs' business is funded (see Exhibit 1.1. Structure of Business Incubation Model above). This structure offers companies competing in the business services industry to have greater accessibility to their target audience through providing business development workshops and seminars to entrepreneurs trying to build their businesses.

The benefits of this type of business incubation model is in attracting existing companies that competing in the business services industry to get closer to their customers. It also provides away for these companies to sponsor activities that have a tendency to expand their market and increase their profits. All business sponsors of the Millennial Foundation are able to participate in the management of Millennial Foundation through serving on the following committees:

- **Product Research and Development Institute Executive Committee**
 - **By Election of Sub-Committee Leaders Only**
 - Student Volunteer Committee
 - Product Research Committee
 - Product Design/Engineering/Modeling Committee
 - Product Safety/Liability Testing Committee
 - Product Manufacturing Process Committee
 - Quality Control/Inventory Management Committee
 - Product Packaging/Logistics Committee
- **Business Management and Incubation Institute Executive Committee**
 - **By Election of Sub-Committee Leaders Only**
 - Student Volunteer Committee
 - Business Mission/Vision/Objectives Committee
 - Training/Recruiting/Human Resources Committee
 - Strategic Partnerships Committee
 - Industries/Markets Research Committee
 - International Trade/Supply Chain Research Committee
 - Business Structuring/Planning/Locating Committee
 - Public Relation/Advertising Committee
 - Legal Services/Business Ethics Committee
 - Business Technology Committee
- **Business Finance Institute Executive Committee**
 - **By Election of Sub-Committee Leaders Only**
 - **All Members of this Committee Must Be Accredited Investors**
Accept Student Volunteers
 - Student Volunteer Committee
 - Investors Education Committee
 - Business Accounting Practices Committee
 - Business Capital Formulation Committee

- Asset Rental/Corporate Bond Committee
- Investment Research Committee
- Securities Legal Review Committee
- Tax Review Committee
- Investment/Funding Organizations Committee

The purpose of each committee and sub-committee is to contribute to the growth of Millennial Foundation and its ability to cater to the educational needs of our entrepreneurial members.

Note: Millennial Foundation cannot participate in negotiations for funding on behalf of our entrepreneur clients. However, Millennial Foundation may from time-to-time make investments into businesses developed through our Business Incubation System.

Our pricing structure is as follows:

Associate Corporate Membership

Employees	Monthly Investment	Annual Investment	Savings
1 to 5	\$ 50.00	\$ 540.00	\$ 60.00
6 to 10	\$ 150.00	\$ 1,620.00	\$ 180.00
11 to 20	\$ 250.00	\$ 2,700.00	\$ 300.00
21 to 30	\$ 350.00	\$ 3,780.00	\$ 420.00
31 to 40	\$ 450.00	\$ 4,860.00	\$ 540.00
41 to 50	\$ 550.00	\$ 5,940.00	\$ 660.00
51 to 60	\$ 650.00	\$ 7,020.00	\$ 780.00
61 to 70	\$ 750.00	\$ 8,100.00	\$ 900.00
71 to 80	\$ 850.00	\$ 9,180.00	\$ 1,020.00
81 to 90	\$ 950.00	\$ 10,260.00	\$ 1,140.00
91 to 100	\$ 1,050.00	\$ 11,340.00	\$ 1,260.00

Participating Corporate Membership

Employees	Monthly Investment	Annual Investment	Savings
101 to 125	\$ 1,150.00	\$ 12,420.00	\$ 1,380.00
126 to 150	\$ 1,250.00	\$ 13,500.00	\$ 1,500.00
151 to 175	\$ 1,350.00	\$ 14,580.00	\$ 1,620.00
176 to 200	\$ 1,450.00	\$ 15,660.00	\$ 1,740.00
201 to 250	\$ 1,550.00	\$ 16,740.00	\$ 1,860.00
251 to 300	\$ 1,650.00	\$ 17,820.00	\$ 1,980.00
351 to 400	\$ 1,750.00	\$ 18,900.00	\$ 2,100.00
451 to 500	\$ 1,850.00	\$ 19,980.00	\$ 2,220.00
501 to 750	\$ 1,950.00	\$ 21,060.00	\$ 2,340.00
751 to 1000	\$ 2,050.00	\$ 22,140.00	\$ 2,460.00

Founding Corporate Membership

Employees	Monthly Investment	Annual Investment	Savings
1001 to 1500	\$ 2,150.00	\$ 23,220.00	\$ 2,580.00
1501 to 2000	\$ 2,250.00	\$ 24,300.00	\$ 2,700.00
2001 to 2500	\$ 2,350.00	\$ 25,380.00	\$ 2,820.00
2501 to 3000	\$ 2,450.00	\$ 26,460.00	\$ 2,940.00
3001 to 3500	\$ 2,550.00	\$ 27,540.00	\$ 3,060.00
3501 to 4000	\$ 2,650.00	\$ 28,620.00	\$ 3,180.00
4001 to 4500	\$ 2,750.00	\$ 29,700.00	\$ 3,300.00
4501 to 5000	\$ 2,850.00	\$ 30,780.00	\$ 3,420.00
5001 to 10000	\$ 2,950.00	\$ 31,860.00	\$ 3,540.00
10001 to 20000	\$ 3,050.00	\$ 32,940.00	\$ 3,660.00
20001 to 30000	\$ 3,150.00	\$ 34,020.00	\$ 3,780.00
30001 or more	\$ 3,250.00	\$ 35,100.00	\$ 3,900.00

Banks/Credit Unions/Investment Bankers/Venture Capital Institutions

\$650 Minimum + \$40 Per Million on first 25 Million in Assets
\$35 Per Million on next 25 Million in Assets
\$30 Per Million on next 25 Million in Assets
\$25 Per Million on next 25 Million in Assets in Excess of \$100 M.

Professional Offices

\$650 Minimum + \$100 for each associate per month in excess of one.

Needs

We are in need of office space with conference rooms and cubicals, tables, folding chairs, white boards, and presentation equipment. We are also in need of computer equipment with business writing software (BizPlan Builder, MS Word, MS Excel, etc.). We also need someone to take care of our utility bill until the center can sustain itself.

Thank you,

David F. Aust I

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. Purpose, 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 six (6) inches of the ground. Weeds are to be maintained less than six (6) 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

CHAPMAN AND CUTLER LLP

Theodore S. Chapman
1877-1943
Henry E. Cutler
1879-1959

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San Francisco, California 94105
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September 13, 2005

S. Junior Baker, City Attorney
Spanish Fork City
40 South Main
Spanish Fork, Utah 84660

Re: Representation of Spanish Fork City, Utah
Engagement Agreement

Dear Mr. Baker:

Pursuant to our recent discussions, on behalf of Chapman and Cutler, we are pleased that you have asked our firm to serve as your counsel and city attorney. This letter will confirm our discussion with you regarding your engagement of this firm and will describe the basis on which our firm will provide legal services to your organization.

Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

1. *Client.* We are engaged to advise Spanish Fork City (the "*City*"), in connection with sexually oriented businesses within the City. The scope of this representation will include, but is not limited to, the following: **representation of the City; provide advice and counsel to the City Manager, City Council, commissions, committees, if any, employees and officers; attend City Council meetings or other meetings when requested; prepare draft policies, resolutions, ordinances and agreements, etc. pertaining to the regulation of sexually oriented businesses.**

2. *Termination.* Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests.

3. *Fees and Expenses.* Our fee for this representation is \$195/hour. Such sum shall be payable monthly, together with out-of-pocket expenses. We will include on our statements separate charges for performing services such as photocopying, messenger and delivery service, computerized research, out-of-city travel, long-distance telephone and telecopy, and filing fees.

This fee arrangement does not include fees expended on behalf of litigation, lobbying, special projects and municipal finance/bond representation.

Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 90 days, we may suspend performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses.

We would like to reserve the right to discuss on a semi-annual basis the amount of the hourly fee for services provided.

4. *Client Responsibilities.* You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation of the City. You also agree to pay our statements for services and expenses in accordance with paragraph 3 above.

5. *Conflicts.* As we have discussed, you are aware that the firm represents many other companies and individuals. It is possible that during the time that we are representing the City, some of our present or future clients will have disputes or transactions with the City. The City agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

Thank you again for the opportunity to be of service to the City.

Very truly yours,

CHAPMAN AND CUTLER LLP

By  _____
H. Craig Hall

HCH/msp

ACKNOWLEDGMENT AND AGREEMENT
FOR REPRESENTATION:

SPANISH FORK CITY, UTAH

By _____
Its _____

AIRPORT ACCESS AGREEMENT

This AIRPORT ACCESS AGREEMENT (hereinafter Agreement), is made and entered into as of the 4th day of October, 2005 by and between SPANISH FORK CITY and SPRINGVILLE CITY, Municipal Corporations of the State of Utah, and joint owners of the Spanish Fork/Springville Municipal Airport (hereinafter collectively referred to as City) and ROCKY MOUNTAIN COMPOSITES, INC. (hereinafter referred to as Owner.)

RECITALS

City owns and operates the Spanish Fork/Springville Municipal Airport, located in Utah County, State of Utah (hereinafter referred to as Airport).

Owner is an aviation related business located adjacent to the Airport, and desires to obtain the right to access the Airport for purposes of carrying on Aeronautical Activities at the Airport.

City, upon requesting the Airport Board to aid it in determining an appropriate access fee to be assessed for Aeronautical Activity upon the Airport that is sufficient to prevent economic discrimination to on-Airport aeronautical businesses and to make the Airport as self sustaining as possible under the circumstances upon the Airport at his time, and upon the Board's consultation with the Federal Aviation Administration, now desires to enter into this Airport Access Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, City and Owner agree as follows:

AGREEMENT

1. Definitions. The words and phrases set forth below shall have the following meanings when used in this Agreement:

Access Fee shall mean a monthly or annual fee, in an amount set forth herein, that is required to be paid by Owner to City in exchange for the right to engage in any Aeronautical Activity upon the Access Parcel which uses, relies upon, benefits from, or conducts Airport Access.

Access Premises shall mean that portion of real property owned by Owner, including identified floor space within multi-level buildings, for which a right is granted under this Agreement to engage in any Aeronautical Activity which uses, relies upon, benefits from or conducts Airport Access upon payment of an Access Fee. The Access Premises shall include Aeronautical Use Common Area and Mixed Use Common Area, but shall not include Non-Aeronautical Use Common Area. A detailed description and drawing of the Access Premises is attached hereto as Exhibit A .

Aeronautical Activity shall mean any activity which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations, for example; air taxi and charter operation, scheduled or nonscheduled air carrier services, pilot training, aircraft rental and sight-seeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and service, aircraft parking and storage, sale of aviation petroleum products, aircraft manufacturing, general aviation specialty services, airpark aviation operations, repairs and maintenance of aircraft and sale of aircraft parts, and shall have such additional meaning as this term is defined in Spanish Fork Municipal Code §7.12.030.

Aeronautical Use shall mean the use of property to conduct or engage in an Aeronautical Activity or Activities upon the Airport, which is subject to an Access Fee.

Airport shall mean the Spanish Fork/Springville Municipal Airport located in Spanish Fork, Utah and consisting of all owned or leased real or personal property making up the airport facility.

Airport Access shall mean the movement of aircraft or vehicles engaged in an Aeronautical Activity across the boundary line between the Airport and Owner's property.

Airport Rental Rate shall mean the rate of rent charged at the Airport for improved land, unimproved land, or any other Airport classification of land, on a per square foot basis, as set forth in the standard hangar ground lease agreement adopted by City. For purposes of this Agreement, the Airport Rental Rate shall increase or decrease at the same time and in the same manner as such rate increases or decreases in the standard hangar ground lease agreement. Provided, however, that no change in the Airport Rental Rate structure shall justify imposing an Access Fee for Non-Aeronautical Uses upon

property owned by Owner.

Commercial Aeronautical Activity shall mean any Aeronautical Activity or service conducted at the Airport or upon property owned by Owner as a revenue-producing business or service activity engaged in for profit, including the activities of an FBO or specialized service operator, and the activities of a general aviation specialty services operator.

Aeronautical Use Common Area shall mean Common Area used by Owner and/or Tenants only for Aeronautical Uses.

Non-Aeronautical Use Common Area shall mean Common Area used by Owner and/or Tenants only for Non-Aeronautical Uses.

Mixed Use Common Area shall mean Common Area used by Owner and/or Tenants for both Aeronautical and Non-Aeronautical Uses.

Improved Land shall mean real property owned by Owner which is occupied by a hanger or other structure, or which is used in a manner that, if occurring on the Airport, would be subject to the rental rate for improved land upon the Airport.

Non-Aeronautical Use shall mean the use of property to conduct or engage in any activity other than an Aeronautical Activity. A non-aeronautical use is not subject to an Access Fee.

Tenant shall mean any renter, lessee, or tenant of Owner.

Unimproved Land shall mean real property owned by Owner that is not occupied by hangers or other structures, but is used for support areas such as ramps, uncovered storage or customer parking areas, or which is used in a manner that, if occurring on the Airport, would be subject to the rental rate for unimproved land upon the Airport.

2. Term. The initial term of this Agreement shall be twenty (20) years, commencing the 1st day of October, 2005, and terminating the 30th day of September, 2026. The term of this Agreement shall be automatically renewed for a single ten-year renewal term, unless either party serves written notice upon the other of its intent to decline renewal of the term at least 60 days prior to the end of the initial term.

3. Right of Aeronautical Activities. City hereby grants to Owner during the term of this Agreement the conditional right to engage in any Aeronautical Activity upon the Access Premises which uses, relies upon, benefits from or conducts Airport Access.

4. Conditional Right. The right to engage in Aeronautical Activities upon the Access Premises as described herein is expressly conditioned upon the Owner and any Tenant complying with the following:

Timely payment in full of all applicable Access Fees described herein;

Continuing compliance with all applicable requirements of this Agreement.

Continuing compliance with all applicable requirements of the Airport.

Continuing compliance with all applicable federal and state aviation statutes and regulations.

5. Prohibitions on Non-Access Premises. Owner and its Tenants shall be prohibited from engaging in any Aeronautical Activity upon any real property owned by Owner that is not identified and described by this Agreement as a part the Access Premises.

6. Commercial Aeronautical Activities. Owner may not engage in Commercial Aeronautical Activities upon the Airport or to access the Airport except upon continually complying with all applicable requirements of this Agreement.

7. Access Fee.

Calculation of Access Fees. The Access Fee which Owner shall be required to pay pursuant to this Agreement is calculated as follows:

Access Fee Formula. The Access Fee is derived by (1) determining the total square feet of ground within the Access Premises devoted to Aeronautical Use; (2) and multiplying that number by the annual Airport Rental Rate (applying the appropriate airport rate for that portion of the Access Premises which constitutes Improved Land, Unimproved Land, or any other classification of similarly used airport land the rental rate of which is set forth in the standard hangar ground lease agreement), and; (3) multiplying the product thereof by 1.15.

Common Area Adjustment. Any Aeronautical Use Common Area shall be subject to an Access

Fee, but a Non-Aeronautical Use shall not be subject to an Access Fee. In the case of Mixed Use Common Area serving both Aeronautical Use and Non-Aeronautical Use, the total square feet of ground within the Access Premises devoted to Aeronautical Use shall be adjusted to represent only the percentage of Mixed Use Common Area attributable to Aeronautical Use. (Example: If a building contains 1000 square feet of Mixed Use Common Area which serves Aeronautical User Tenants occupying 10,000 square feet and Non-Aeronautical Use Tenants occupying 1000 square feet, only 900 square feet (90%) of the Mixed Use Common Area would be used to calculate the total square footage devoted to Aeronautical Use).

Multi-Level Adjustment. In the case of multi-level buildings which are used for both Aeronautical Uses and Non-aeronautical Uses (not subject to an Access Fee), the square feet of ground devoted to Aeronautical Use shall be adjusted by the percentage of floor space within the building used for Aeronautical Uses. (Example: If only 80% of the floor space of a multi-level building is occupied by Aeronautical Use Tenants, and the footprint of the building occupies 10,000 square feet of ground, only 8,000 square feet of the ground would be used to calculate the total square feet devoted to Aeronautical Use). Both the common area adjustment and multi-level adjustment described above shall be applied to multi-level buildings containing Mixed Use Common Area.

Roadways, Walkways and Green Space. Roadways, walkways and green space, or undeveloped property, located within the Access Premises shall not be included in the calculation of total square feet devoted to Aeronautical Use. However, that percentage of automobile parking used in support of any Aeronautical Activity shall be included in the total square feet devoted to Aeronautical Use.

Current Access Fee. Owner shall be required to pay an Access Fee for the Access Premises in the amount of _____ annually, payable in 12 equal monthly payments of _____ per month. This Access Fee is based on a total of _____ square feet of ground within the Access Premises devoted to Aeronautical Use, consisting of _____ square feet of Improved Land and _____ square feet of Unimproved Land, as more particularly described in the Access Fee Calculation set forth in Exhibit A.

Payment of Access Fee. Owner shall pay the monthly Access Fee payment to Springville City on or before the 1st day of each month. Any monthly payment received after the 15th day of the month in which it is due shall be subject to late fee equal to five (5%) percent of the monthly fee. Any payment received shall be applied first to late fees due and owing, and then to any Access Fee due and owing.

Additional Access Fee. If during the term of this Agreement, any new fee, charge or tax is imposed by City ordinance applicable to any Commercial Aeronautical Activity upon the Airport, the Owner shall be required to pay the same fee for similar activities carried on upon Owner's property which is subject to the access fee, which shall constitute an additional airport Access Fee.

Amendment of Access Fee. Upon completion of the first ten years of the Term, City shall have a one-time option to change, alter or amend the Access Fee, including any formula or variables upon which the Access Fee is based. City may exercise this option to amend the Access Fee in any manner which, in its sole discretion, upon consultation with the FAA, City deems sufficient to prevent economic discrimination to on-Airport aeronautical businesses and to make the Airport as self sustaining as possible under the circumstances at the Airport. City may exercise this option any time after completion of ten years by delivering to Owner written notice of the new Access Fee, which shall become effective thirty (30) days after notice. A second option to amend the Access Fee shall be available to the City upon automatic extension of the Term for an additional ten year renewal term, which second option may be exercised in a manner similar to the first option. Any option thus exercised by City shall be binding upon Owner, and shall amend this Agreement accordingly, provided, however, that Owner shall have a 30 day period in which it may cancel this Agreement by delivering written notice to the City of its intent to cancel the Agreement no more than 30 days after receiving City's notice of the exercise of the option.

8. Amendment of Access Premises. The parties anticipate that during the Term of this Agreement, Owner will desire to amend the description and total area of the Access Premises to accommodate new construction and/or changing of the ratio used for Aeronautical Use or Non-Aeronautical Use in existing facilities. Any amendment of the Access Premises shall comply with the following provisions:

Amendment. The Access Premises may be amended by a writing signed by Owner and City setting forth a description and drawing of the new Access Premises, a calculation of the new Access Fee, and the date upon which the amendment shall become effective.

Partial Months. The minimum increment of time for purpose of calculating access fees for changed use or new use property shall be one month. Any real property used for an Aeronautical Use during any portion of a month shall be subject to the full monthly Access Fee applicable to that property.

New Construction. Owner shall be assessed Access Fees for new construction for Aeronautical Use upon the date of issuance of the certificate of occupancy for the new construction. If for any reason the amendment of the Access Premises to include the description of the new construction occurs after the certificate of occupancy, Owner shall be required to retroactively pay all Access Fees for the new construction from the date of issuance of the certificate of occupancy.

Vacancies. A property described within the Access Premises as an Aeronautical Use shall not become a Non-Aeronautical Use and exempted from the Access Fee because of a temporary vacancy of the property. Rather, such vacant property shall be subject to the Access Fee for at least two months after the month in which the vacancy occurs, or until the description of the Access Premises is amended by the parties, whichever occurs later.

Temporary Designation of Aeronautical Use. In order to facilitate the timely designation of additional property for Aeronautical Use and accommodate Owner's growth, while permitting time to make necessary amendments, Owner shall have a right to make a temporary designation of Aeronautical Use for additional property that is not included within the Access Premises at the time of the designation, upon Owner taking the following action: (1) serve written notice to City of intent to make a temporary designation of Aeronautical Use, setting forth the description and dimensions of the additional property, together with a calculation of the monthly Access Fee attributable to the new Aeronautical Use, calculated consistent with this Agreement; (2) deliver to City with the written notice, a payment of the first month's Access Fee for the temporarily designated property. Upon compliance with the above, the temporarily designated property shall be deemed to be temporarily included within the description of the Access Premises, and be subject to all benefits and burdens thereof until this Agreement can be amended to permanently include the property as set forth in this section, whichever occurs first.

Tenants. Tenants of Owner that are located within the Access Premises shall not be required to pay any Access Fee for Airport Access from Owner's property, provided the Owner has paid the applicable Access Fee pursuant to this Agreement. Although Owner may contractually obligate a Tenant to pay an Access Fee on behalf of Owner, Owner shall remain primarily liable to City for payment any Access Fee required by this Agreement.

9. Off-Property Access Prohibited. Nothing in this Agreement shall be construed to grant or permit Airport Access to other property via Owner's property, and such access is expressly prohibited.

10. Recording of Notice. Owner may record, at the Utah County Recorder's Office, a notice providing future tenants or owners of the property notice of the applicability of this Agreement in order to access the airport from the property.

11. City's Right of Termination. In addition to all other remedies available to City, this Agreement shall be subject to termination by City, should one or more of the following events occur:

Bankruptcy/Receivership. If the Owner shall file a voluntary petition in bankruptcy or proceedings in bankruptcy shall be instituted against it and it is hereafter adjudicated to be bankrupt pursuant to such proceedings, or if a court shall take jurisdiction of Owner and its assets pursuant to legal proceedings, or if a court shall take jurisdiction of Owner and its assets pursuant to proceedings brought under the provisions of the Federal Reorganization Act, or if a Receiver for Owner's assets is appointed, or if Owner shall be divested of its rights, powers and privileges under this contract by other operation of law.

Failure to Pay. If Owner fails to pay when due the whole or any part of the amounts agreed upon for Access Fees and charges and such default continues for thirty (30) days after the City has demanded payment in writing. If Owner shall abandon or discontinue for thirty (30) consecutive days the conduct and operation of any Aeronautical Activity upon the Access Premises.

Failure to Perform. If Owner shall fail to perform, keep and observe any of the covenants and conditions contained in this Agreement to be performed, kept and observed by it, provided that upon the happening of any contingency recited in this subparagraph, Owner shall be given written notice to correct or cure such default, failure to perform, or breach and if within thirty (30) days from the date of such notice the default or breach or complaint shall not have been corrected in a manner satisfactory to City, then and in such event City shall have the right at once to declare this Agreement terminated.

Discrimination. That in the event of a breach of any of the nondiscrimination covenants pursuant to part 21 of the Regulations of the Office of the Secretary of Transportation (see paragraphs 20 and 22), City shall have the right to terminate this agreement.

12. Owner's Right of Termination. In addition to all other remedies available to Owner, this Agreement shall be subject to termination by Owner should any one or more of the following events occur:

Loss of Use. The permanent abandonment of the airport as an aviation facility. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restricting the use of the airport and the remaining in force of such injunction for at least thirty (30) days. The assumption by the United States Government, or its authorized agents, of the operation, control, or use of the Airport and its facilities, in such a manner as to substantially restrict Owner from using Airport Access, if such restriction be continued for a period of ninety (90) days or more.

Failure to Perform. The breach by City of any covenants, terms, or conditions of this Agreement to be kept, performed and observed by City and the failure to remedy such breach for a period of thirty (30) days after written notice from Owner of the existence of such a breach.

13. Compliance with Law. This Agreement is subject to the provisions of Chapter 7.12 of the Spanish Fork Municipal Code, "City Airport," as it may be amended from time to time. Owner further agrees that more than three (3) violations of Chapter 7.12 during any three (3) month period by Owner or Tenants, and their agents or employees; or any other pattern of violations that manifests reckless disregard for the health, safety and general welfare of the public and/or airport users shall be a material breach which may terminate the agreement at the option of City. City shall not exercise this option until it has notified Owner and given Owner a reasonable opportunity to retrain employees, notify tenants, or otherwise demonstrate that Owner and tenants, their employees, and agents can and will conform to these requirements.

14. Subordination. This Agreement shall be subordinate to the provisions of any existing or future agreement between City and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditures of Federal funds for the development of the airport. This Agreement shall be subordinate and subject to any and all past and future grant assurances accepted by City under the federal Airport Improvement Program or similar grant program.

15. Hold Harmless. Owner shall protect, defend, and hold City and its officials, officers, employees, agents, and volunteers completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert witness fees), of any nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of Owner's property or the acts or omissions of City's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence of City. City shall give Owner reasonable notice of any such claims or actions. Owner shall also use counsel reasonably acceptable to City in carrying out its obligations hereunder. The provisions of this subsection shall survive the expiration or early termination of this Agreement. In carrying out any of the provisions herein, or in exercising any power or authority granted to Owner, there shall be no liability on any official of the City, its authorized assistants, consultants or employees, either personally or as officials of the City, it being understood that in such matters they act as agents and representatives of City. It is further understood and agreed that City assumes no responsibility for any damages or losses that may occur to Owner's property, except the obligation that City will not willfully, intentionally, or negligently damage the property of Owner.

16. Independent Contractor. It is understood and agreed that Owner is an independent contractor and not an agent or employee of City, and City is an independent contractor and not an agent or employee of the Owner with regard to its acts or omissions hereunder.

17. Right of Entry. City or a designated representative may enter Owner's facility or property subject to this Agreement at reasonable times and for reasonable purposes without prior notice.

18. Airspace. There is hereby reserved to City, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of Owner's

property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on the Airport.

19. Obstacles. Owner expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on Owner's property subject to this agreement exceeding the obstacle identification surfaces as specified by FAR part 77. In the event the aforesaid covenant is breached, City reserves the right to enter upon Owner's property to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Owner.

20. Economic Non-Discrimination. To the extent Owner or its Tenant operates any Commercial Aeronautical Activities on Owner's property subject to this Agreement, Owner agrees to operate the property for the use and benefit of the public and to furnish such activities and services on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, however, that Owner may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

21. DOT Compliance. Owner, for himself, his heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operated on the said property described in this agreement for a purpose for which a Department of Transportation program or activity is extended or for any other purpose involving the provision of a similar service or benefit, Owner shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of title VI of the Civil Rights Act of 1964 and any provisions of said regulations as may in the future be amended.

22. Non-Discrimination. Owner, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of sex, race, color, creed, national origin, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, that in the construction of any improvements on, over or under such land and the furnishings of services thereof, no person on the grounds of sex, race, color, creed, natural origin, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; that the owner shall use the premises in compliance with all other requirements imposed by, or pursuant to title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of title VI of the Civil Rights Act of 1964, and such provisions of said regulations as may in the future be amended.

23. Self-Service. It is clearly understood and agreed by Owner that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft at the airport from performing services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

24. No Exclusive Right. It is understood and agreed that nothing herein contained shall be construed to grant Non-Interference. City reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or views of Owner and without interference or hindrance from Owner.

25. City Control of Airport. City reserves the right, but without obligation to Owner, to maintain and keep in repair the landing areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Owner in this regard.

26. National Emergency. During the time of war or national emergency, City shall have the right to lease the landing area of the Airport or any part thereof to the United States government for military or naval use and if such lease is executed, the provisions of this instrument, insofar as they are inconsistent

with the provisions of the lease to the U.S. government, shall be suspended.

27. Aerial Approaches. City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Owner or Tenant from erecting or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

28. Temporary Airport Closure. City reserves the right to temporarily close the Airport or any of the facilities thereon for maintenance, improvements, or for the safety of the public.

29. Assignment. Owner shall not assign this Agreement without prior written approval of City. In the event of foreclosure or forfeiture by the holder of a security interest in Owner's property, City consents to further assignment to any person, firm or corporation which is fully competent and has the necessary facilities, experience and financial resources to perform the obligations contained in this Agreement on the part of Owner to be performed, provided such proposed assignee shall expressly assume said obligations in writing.

30. Rules and Regulations. City shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the Airport, public terminal building, and appurtenances, provided that such rules and regulations shall not be inconsistent with safety and with rules and regulations of the FAA with respect to aircraft operations at the airport. Owner agrees to abide by such rules and regulations once adopted. Owner, its Tenants, employees, agents, and servants shall obey all applicable rules regulations, ordinances, and laws that may be from time to time promulgated by city, state, federal government or agency thereof.

31. Waiver. No waiver of a breach of any of the provisions contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same or any of the provisions of this Agreement and it shall not operate to bar or prevent City from declaring a forfeiture or termination for any succeeding breach either of the same condition or covenant or otherwise.

32. Successors And Assigns Bound By Covenant. All covenants, stipulations, and agreements in this Agreement shall extend to and bind the legal representatives, successors, and assigns of the respective parties.

33. Notices. All notices required pursuant to this Agreement shall be deemed to be properly served if sent by certified mail, first class postage prepaid, to the addresses previously furnished by the parties hereto. Until further change by the parties by notice in writing, notice shall be sent to City at:

Spanish Fork City
40 S. Main
Spanish Fork, Utah 84460

Springville City
50 S. Main
Springville, Utah 84663

and to Owner at:

Rocky Mountain Composites, Inc.
301 W. 3000 N.
Spanish Fork, Utah 84660

Date of service of such notice shall be the date such notice is deposited in a Post Office of the United States Postal Service.

34. Authority to Contract. The respective parties warrant that the individuals who execute this Agreement on their behalf have full authority to do so and to bind them to the terms of this Agreement.

35. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

36. Amendments. This Agreement shall not be modified or amended without agreement of the parties, in writing.

IN WITNESS HERETO, the parties hereby affix their signatures this ____ day of October, 2005.

SPANISH FORK CITY by:

DALE R. BARNEY, Mayor

Attest:

Kent R. Clark, Recorder

SPRINGVILLE CITY by:

E. FRITZ BOYER, Mayor

Attest:

Jo Evans, Recorder

ROCKY MOUNTAIN COMPOSITES, INC. by:

CRAIG SIMPSON, President

RESOLUTION NO. 05-08

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. 05-08

A RESOLUTION ESTABLISHING A RIGHT OF ACCESS POLICY TO ALLOW THE CITY TO OBTAIN CRIMINAL HISTORY INFORMATION FOR BACKGROUND CHECKS PRIOR TO HIRING AS AN EMPLOYEE OR ACCEPTANCE AS A VOLUNTEER

WHEREAS, Spanish Fork City uses many dozens of volunteers, both in professional capacities with the fire and ambulance departments, and in various capacities in many other departments of the City; and

WHEREAS, many of the public safety volunteers are expected and required to enter into residents' homes, and many of the other volunteers associate with children; and

WHEREAS, a few devious individuals seek volunteer opportunities in order to perpetrate crimes; and

WHEREAS the City has an interest in protecting its residents, and especially its children,

from criminal behavior; and

WHEREAS, city employees need to be trusted by the public as they also enter into residents' homes and otherwise interact with the public; and

WHEREAS, the risk of criminal behavior by employees and/or volunteers cannot be completely eliminated, it can be minimized by obtaining criminal histories of all applicants for employment or volunteer positions and eliminating from consideration those who appear to be more prone to criminal activity; and

WHEREAS, some degree of discretion is needed in determining who should and should not be eliminated from employment/volunteer opportunities, since some positions require higher security than others; and

WHEREAS, the Utah Bureau of Criminal Identification (BCI) maintains criminal histories for the State of Utah and allows limited access to that information; and

WHEREAS, Spanish Fork City, as a political subdivision of the State of Utah is entitled to obtain that information by following the rules and regulations of BCI; and

WHEREAS, Spanish Fork City is willing to abide by the rules and regulations of BCI in order to obtain criminal histories for background purposes;

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

1. A right of access policy is hereby adopted to allow the City to obtain criminal history information on applicants for employment or volunteer positions, as set forth in the attached document.
2. The right of access policy is effective immediately upon passage of this resolution.

DATED this ___ day of October, 2005.

DALE R. BARNEY, Mayor

ATTEST:

KENT R. CLARK, City Recorder

RIGHT OF ACCESS POLICY

It is the policy of Spanish Fork City (City) to obtain criminal history background information from prospective employees, including firefighters and EMTs and related ambulance personnel, and from all volunteers in the various departments who will be associating with minors. All such persons, prior to being employed with the City or participating in volunteer programs identified herein, shall sign appropriate documentation allowing the City to obtain the required information from the Utah Bureau of Criminal Identification (BCI) and to place a copy in their personnel file. All such histories will be deemed confidential and are classified private under GRAMA.

Spanish Fork City will follow these procedures in obtaining criminal history background information:

1. The applicant shall request their criminal history from BCI through the City. The person requesting a copy of his/her own criminal history record must appear in person and complete and sign an application and waiver of liability in the presence of designated City employee(s).
2. The applicant must present valid photo identification. Acceptable forms of identification include driver's license, state identification card, military identification card, passport, alien registration card, or any state or federally issued identification card. The designated City employee will check the signature on the identification card with the signature on the application and waiver of liability and will compare the photo on the identification card with the person who is present.
3. The City employee authorized to obtain criminal histories from BCI will obtain the information from the BCI online connection. The auditing purpose code will be Right of Access (ROA). The purpose code on the formatted screen will be "P". The requester will be the applicant.
4. Once the history is received, each printed page will be stamped and dated. The stamp will indicate that the record is only valid as of the date of retrieval. The history may then be released to the applicant.
5. The application and waiver of liability will be retained in the personnel file of the applicant during the applicant's association with the City, either as an employee, or as a volunteer and thereafter as required by GRAMA. The City will destroy the application and waiver of liability and information for if the applicant is not hired or retained as a volunteer. The City may require existing employees/volunteers to reobtain criminal histories every three years, or more often if the city has reasonable suspicion to suspect an employee/volunteer has committed a criminal act.
6. The City may decline to hire or retain as a volunteer an applicant based on the information revealed in the criminal history. The City may review each application on a case by case basis, placing various weights on various offenses, depending on the position applied for within the City. Offenses involving substance abuse, alcohol, or acts of violence within five years will generally preclude an applicant from being a volunteer or being hired to work with youth. Sexual offenses consisting of felonies or Class A misdemeanors will preclude an applicant from ever being hired/retained to work with youth. Convictions

involving moral turpitude may also disqualify an applicant from employment/volunteering with the City. An applicant providing false information on the application may also be disqualified from employment/volunteering with the City.