



CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on April 21, 2009.**

AGENDA ITEMS:

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

- a. Pledge

2. PUBLIC COMMENTS:

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

3. COUNCIL COMMENTS:

4. CONSENT ITEMS:

These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.

- a. [*Ordinance Implementing Building Code Review](#)
- b. [*Airport Manager Contract](#)

5. NEW BUSINESS:

- a. Spanish Trails Street Acceptance from Private to Public
- b. Golf Course Concessions Contract
- c. Tentative FY2010 Budget

ADJOURN:

* Supporting documentation is available on the City's website www.spanishfork.org

Notice is hereby given that:

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

SPANISH FORK CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. The public is invited to participate in all Spanish Fork City Council Meetings located at 40 South Main St. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at 798-5000.

ORDINANCE NO. _____

ROLL CALL

VOTING	YES	NO
MAYOR JOE L THOMAS <i>(votes only in case of tie)</i>		
G. WAYNE ANDERSEN <i>Councilmember</i>		
ROD DART <i>Councilmember</i>		
RICHARD M. DAVIS <i>Councilmember</i>		
STEVE LEIFSON <i>Councilmember</i>		
JENS P. NIELSON <i>Councilmember</i>		

I MOVE this ordinance be adopted: _____

I SECOND the foregoing motion _____

ORDINANCE No. _____

**AN ORDINANCE IMPLEMENTING AN ADMINISTRATIVE REVIEW
OF SINGLE FAMILY BUILDING PERMITS**

WHEREAS, Spanish Fork City, is a Municipal entity that issues building permits in accordance with a nationally recognized building code authorized by the State of Utah; and

WHEREAS, Spanish Fork City is a municipal entity and is subject to the laws of the State of Utah; and

WHEREAS, representative Douglas C. Aagard has sponsored Utah House Bill 327 which requires the City to adopt a new ordinance creating an extra level of administrative red tape involving a review of the administration of a single family residential building permit; and

WHEREAS, House Bill 327 further requires each municipality or county issuing a

building permit to print, on the application, a specific notice concerning administrative review rights, in a minimum of a 14 point font, which requires the City to incur additional printing expense; and

WHEREAS, the building code currently has an appeal process, which, according to House Bill 327, cannot be affected by the requirements of House Bill 327; and

WHEREAS, the purpose of the new level of appeal is to “determine whether the inspection constitutes a fair administration of the building code;”and

WHEREAS, “fair administration of the building code” is not defined and neither the building official nor any officer of the City knows what is intended by the bill; and

WHEREAS, the new level of appeal cannot review a matter that may be brought by appeal under the building code, may not result in a waiver of modification of the building code requirements, and may not conflict with an appeal or the result of an appeal under the building code, which restrictions essentially make the administrative review superfluous; and

WHEREFORE, adding another level of administration appears to be a waste of time and money, nevertheless, Spanish Fork is required to follow the mandates of House Bill 327;

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

I.

Spanish Fork Municipal Code §14.04.030, “Construction Phases” is hereby amended by adding sub-paragraph F as follows:

14.04.030 Construction Phases

F. The applicant of a single family residential building permit may appeal an

inspection to determine whether an inspection constitutes a fair administration of the building code. A notice, in compliance with Utah Code Annotated §58-56-20 shall be included with the issuance of the permit. The review contemplated by this section:

- i. is separate and unrelated to an appeal under the applicable building code;
- ii. may not be used to review a matter that may be brought by appeal under the building code;
- iii. may not result in a waiver or modification of the building code requirement or standard;
- iv. may not conflict with an appeal, or the result of an appeal under the building code; and
- v. does not prohibit a person from bringing an appeal under the applicable building code.

II.

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

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH
FORK, UTAH, this _____ day of April, 2009.

JOE L THOMAS, Mayor

ATTEST:

Kimberly Robinson, City Recorder

AIRPORT MANAGERS AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of April, 2009, by and between the City of Spanish Fork, a municipality existing by and under the authority of the laws of the State of Utah, and the City of Springville, a municipality existing by and under the authority of the laws of the State of Utah, hereinafter referred to as the Owners, and Cris Child, an individual, hereinafter referred to as the Manager.

WHEREAS, the City of Spanish Fork and the City of Springville own and operate an airport known as the Spanish Fork / Springville Airport, and Manager is desirous of entering into a contractual arrangement for the management of the airport,

WHEREAS, the Owners, insofar as relationships are concerned in this Agreement, shall mean The City of Spanish Fork, the City of Springville and their Airport Boards or its successors, unless otherwise specifically provided,

NOW THEREFORE, in consideration of the salary and agreements herein contained, the Manager does hereby agree to assume responsibility for management of the Spanish Fork / Springville Airport, upon the following terms and conditions:

1. It is understood and agreed that nothing in this agreement shall be construed to authorize or grant to the Manager any exclusive right or privilege in connection with any business activity or any other activity on the airport in which the Manager may have an interest or association.
2. The Owners hereby agree to pay the Manager for such management services the cash sum of \$1,000.00 per month.
3. The term of this Agreement shall be from the period of January 1 2009 to December 31, 2009, unless sooner terminated as provided for in paragraph 8. Furthermore, this Agreement shall be continuously renewed automatically for a period 1 year, unless one month written notice is given by either party to the other.
4. Both parties agree that the Manager shall perform all duties and enter into all agreements under this principle agreement as an independent contractor and shall be solely responsible for his own taxes, insurance (including workmans compensation) and equipment. As an independent contractor, Manager understands that he is not an employee of either Owner or the Airport, and is not entitled to employment benefits.

5. Under policy established by the Owner, the Manager is in charge of, and is responsible for, the administration, operation and maintenance of the Airport. The Manager, as part of his duties and responsibilities shall:

(a) Conduct or provide for daily inspections of all airport physical properties, including runways, taxiways, lighting systems, buildings, navigational equipment, automobile parking areas and access roads; personally make or direct others to make routine repairs, replacements and improvements in a timely and efficient manner; requisition from the Owner or purchase, small equipment and supplies required in daily operation and maintenance; recommend the purchase of new equipment and other expenditures exceeding \$100.00; keep a complete and accurate record of all maintenance work performed on the airport, and make such reports to the Owners as may be required at such time and in the form requested by the Owners.

(b) Determine current and potential program needs and prepare plans to fill those needs; make recommendations for current and future development of aviation facilities; coordinate all development and improvement with the proper local, state and federal agencies.

(c) Recommend to the Owners ordinances and regulations relating to the safe and efficient operations of the airport, and governing the use of the airport, including the leasing of floor space, parking, hangars and other property; assure enforcement of all ordinances and regulations concerning the airport;

(d) Serve as a liason between the Owners and the airport users and leasees relative to preparation , negotiation, rates and charges, and terms of leases and agreements;

(e) Develop and maintain effective liason with the traveling and general public, commercial and general aviation interests, agencies having control over or interest in, certain airport activities, tenants and their employees, and all entities with an interest in the airport;

(f) Establish appropriate airport accounts, prepare periodic and special operations and financial reports, including annual budget requests for the Owners,

(g) Supervise all operating, maintenance, security, fire prevention, safety and / or custodial personnel of the airport, if any;

(h) Be responsible for coordinating and directing the timely and efficient

snow plowing operation, as provided by the Owners or by written assignments and procedures with the Airport Board;

(i) Be responsible for notifying the Federal Aviation Administration Flight Service Station promptly of all conditions affecting the safe use of the airport, or in the alternative, oversee and administrate staff who can carry out that task;

(j) Participate in conferences and meetings of aeronautical and civic organizations for the promotion of aviation activity in the community; give talks on airport progress and service; coordinate the plans and assure safe operating procedures are followed for air shows, demonstrations and exhibitions at the airport;

(k) Participate in all Spanish Fork / Springville Airport Board meetings; carry out resolutions initiated by the Board, which do not require city council approval, maintain open lines of communication with city council members regarding issues and resolutions discussed at Board meetings.

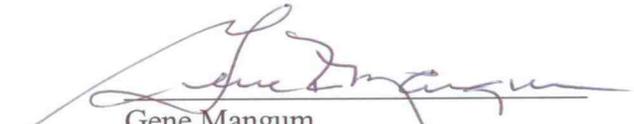
6. The Manager for himself, his personal representatives, successors in interest, and assigns agrees that: (a) no person on the grounds of race, color, religion or national origin shall be excluded from participation in , denied the benefits of, or be otherwise subjected to discrimination in the use of all airport facilities; (b) in the construction and maintenance of any improvements on, over, or under such land and the furnishing of services thereon or therein, no person on the grounds of race, color, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, c) the Manager 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: Non Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
7. The Manager shall not assign or delegate any of his duties or responsibilities under this agreement without prior written approval of the Owners.
8. The schedule of days and hours during which the Manager shall normally be in attendance at the airport shall be reasonable and established by the Owners, with re-evaluation from time to time as needed.
9. In the event that the Manager fails to comply with the terms and conditions of this agreement, the Owners shall notify the Manager in writing of the alleged violation of this agreement and, if the violation has not been corrected within thirty (30)

days from the date of the alleged violation or if the Owners have other reasonable and just cause, this agreement may be terminated by the Owners upon thirty (30) days written notice. The Manager may terminate this agreement at any time upon giving not less than thirty (30) days written notice to the Owners.

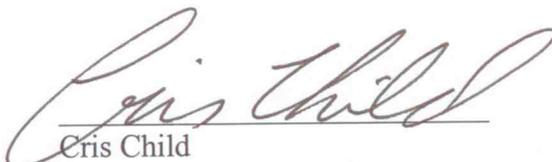
10. Any controversy or claim arising out of or relating to this agreement or any alleged breach thereof which cannot be settled between the parties, shall be litigated in the Utah state court system. Both parties agree that prior to litigation of any term or condition of this agreement, each party shall make reasonable attempts to settle through mediation.

SIGNED THIS 13th DAY OF April, 2009.

Joe Thomas
Spanish Fork City Mayor



Gene Mangum
Springville City Mayor



Cris Child
Spanish Fork / Springville Airport Manager