



## **ADDENDUM 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 June 16, 2009**.

### AGENDA ITEMS:

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

- a. Pledge
- b. High School Baseball Team 5A State Champions

#### **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. \*Minutes of Spanish Fork City Council Meeting – June 2, 2009
- b. \*Amended GPS Interlocal Agreement

#### **5. PUBLIC HEARING:**

- a. \*Proposed Amendments Title 15
- b. Budget FY09 Revision #2

#### **6. NEW BUSINESS:**

- a. South Utah Electric District Joint Venture Power Plant – Bruce Hall
- b. \*UDOT South Main Street Storm Drain Easement
- c. \*Changes to Title 5 Business Licensing
- d. \*Discussion on Airport Access Agreement with Rocky Mountain Composites
- e. Discussion on Zip Line Land Lease - AA Machine and Welding - Dale
- f. Boards and Commission Appointments – Planning Commission
- g. Kite Festival Discussion
- h. Approval of FY 2010 Budget

#### **7. ADJOURN TO RDA MEETING:**

#### **8. EXECUTIVE SESSION:**

- a. Potential Litigation

### ADJOURN:

\* Supporting documentation is available on the City's website [www.spanishfork.org](http://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](http://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.

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**Tentative Minutes**  
**Spanish Fork City Council Meeting**  
**June 2, 2009**

Elected Officials Present: Mayor Joe L Thomas, Councilmember's G. Wayne Andersen, Councilman, Steve Leifson, Richard M. Davis, Jens P. Nielson, Rod Dart

Staff Present: Dave Oyler, City Manager; Dave Anderson, City Planner; Junior Baker City Attorney; John Bowcut; IS Director; Richard Heap, Public Works Director; Dee Rosenbaum, Public Safety Director; Seth Perrins, Assistant City Manager; Dale Robinson, Parks and Recreation Director; Kent Clark, Finance Director; Kimberly Robinson, City Recorder

Citizens Present: Kena Mathews, Christy Hardmon, Rich Harris, Lana Creer Harris, Corene Elliott, Ben Barber, Melody Barber, Marvin Wharton, Jackie Mitchell, Joe Mitchell, Shawn Eliot, Vern Keeslar

**CALL TO ORDER, PLEDGE:**

Mayor Thomas called the meeting to order at 6:00 p.m.

Councilman Leifson led in the pledge of allegiance.

**COUNCIL COMMENTS:**

Councilman Dart congratulated the Boys 5A Baseball team for winning state. He also thanked those participating in the recycling program.

Councilman Leifson commented we have some great campgrounds being used. He thanked those who participated in the Memorial Day program, and thanked everyone for participating in the recycling program. He encourages all to get involved that can.

Councilman Davis thanked the veterans and all those that helped with the memorial services. He thanked the sexton and the grounds crew up at the cemetery it is very well kept. He received a letter from Salem City thanking our Fire Department for helping on a fire in Salem.

Councilman Andersen thanked those that participated in the memorial services; and also stated we have a lot to be thankful for and proud of. Things are moving forward with Fiesta Days. They should not only be proud of the boy's baseball but the girl's softball they both played well.

Mayor Thomas asked those that are not in the recycling program to please participate. He congratulated the boys and the girl's teams. He thanked and

47 complimented the memorial services and how great the cemetery looked. He had  
48 a chance to go to Salt Lake and fly on a refueling mission; he thanked the troops  
49 and the National Guard units for keeping us safe. He then read a statement of  
50 support to the guard and national reserve, that the participating mayors signed.

51  
52 **CONSENT ITEMS:**

- 53  
54 **a. Minutes of Spanish Fork City Council Meeting – May 19, 2009**  
55 **b. Nebo Interlocal Agreement for Custodial Services**  
56 **c. Library Electronic Maintenance Contract**

57  
58 Councilman Leifson made a **Motion** to approve the consent items. Councilman  
59 Andersen **Seconded** and the motion **Passed** all in favor.

60  
61 Councilman Andersen made a **Motion** to open the public hearing for the Fiscal  
62 Year 2010 Budget. Councilman Dart **Seconded** and the motion **Passed** all in  
63 favor at 6:11 p.m.

64  
65 **PUBLIC HEARING:**

66  
67 **Budget Fiscal Year 2010**

68  
69 *\*Councilman Nielson arrived at the meeting at 6:12 p.m.*

70  
71 Mr. Clark explained they have had over a month to discuss the budget.  
72 He briefly reviewed some of the budget and tried to explain it to the public. He  
73 noted where the sales tax comes from and how we are doing. We have dropped  
74 10% over the last few years in sales tax, property tax has been about the same,  
75 building has gone down, interest earnings have gone down. He explained the city  
76 has been able to maintain up to 17% of the general fund reserve. The City has  
77 been cutting the budget but has tried to continue to provide all services and not  
78 raise property tax. The transfer of funds, such as from the electric funds, helps to  
79 fund some of the services that are within our own city.

80  
81 Mayor Thomas explained because of the economic times we have not been able  
82 to sell excess UMPA power like we had previously done. We have seen a smaller  
83 increase in power costs than the others. He stated our membership in UMPA  
84 certainly serves the city and we have used the rate stabilization fund to lessen the  
85 impact of the proposed rate increase.

86  
87 Kena Mathews

88 Ms. Mathews is the executive director of Habitat for Humanity. She explained they  
89 are requesting building permit fees to be waived.

90  
91 Mr. Robinson explained the cost for the new pool drain system and why we are  
92 required to have one.

93  
94 Mr. Clark explained the process for the budget which will be adopted in two weeks.  
95  
96 Mr. Heap explained they have held off hiring another Assistant City Engineer and  
97 would like to hire an Engineering Technician which will save money and help the  
98 city to get the needed work done.  
99  
100 Mayor Thomas asked about the benefits packages.  
101  
102 Mr. Oyler stated they didn't change the benefits package, he noted when you  
103 compare our premiums to other premiums we are pretty conservative.  
104  
105 This item was opened for public comment.  
106  
107 Jackie Mitchell  
108 Ms. Mitchell asked how do the windmills tie into us saving money. She also asked  
109 about the golf course funding and stated when Mayor Thomas ran for Mayor it was  
110 an issue, one they always looked at cutting. Also as he ran for Mayor he wanted  
111 information on the electric bills that states where any subsidy goes, she also would  
112 like clarification about savings on the electric bills. She asked about the North Park  
113 and any updates on it. She would like to know exactly what they are paying for. As  
114 far as Habitat for Humanity she is all for people getting into homes, but there are  
115 other ways for them to get help, she thought Orrin Hatch had passed legislation to  
116 help.  
117  
118 Mayor Thomas explained where the power goes with the windmills. The city has  
119 nothing to do with the power but it does come into the power grid locally, he noted  
120 that on paper it goes to Salt Lake. The city receives approximately \$48,000 a year  
121 for leasing the ground to the windmill company. The land we leased was of no  
122 value so any money coming from that is money in our coffers. Also the windmills  
123 are real property and we get a little property tax from them but the school district  
124 gets most of it. He then explained the city hired a new golf pro who was employee  
125 of the quarter and has made a significant improvement on the revenues at the golf  
126 course. The electric bill is something everyone pays into, it generates a large  
127 amount of revenue. The ability to show the breakdown monthly on the utility bill is  
128 not feasible except for the possibility of something simple. He explained about  
129 North Park they took out a park and are building a new one in its place, the  
130 businesses are coming and things are moving ahead. He explained that the South  
131 County Mayors meet and one of the issues they discussed is that the big  
132 businesses go around and ask who can give the best deal and then they go with  
133 that City. He noted again the advantage of being members of UMPA and what it  
134 saves the citizens of Spanish Fork.  
135  
136 Councilman Leifson explained in Spanish Fork most services costs are going  
137 down and in other cities they are going up, in our city we have managed it well and  
138 the citizen's benefit from the City keeping the costs down, they understand it is

139 tough out there for everyone. He complimented staff and the employees for all the  
140 hard work they have done to save.

141  
142 Councilman Davis agreed, he complimented the electrical company and the city  
143 staff they have worked hard to keep costs low.

144  
145 Mayor Thomas stated, as a statistic, Utah has some the lowest electrical rates in  
146 the nation and Spanish Fork is among the lowest in Utah. He also responded  
147 about the habitat for humanity and stated the Council has not made a decision  
148 regarding that item.

149  
150 Councilman Nielson is always interested to know what people think about our  
151 programs.

152  
153 Councilman Davis noted a lot of businesses look at the quality of life, they bring in  
154 sales tax and that is a major revenue source that runs our city. It really does, in the  
155 long run, bring the money back into the city. That is what a city is all about, that is  
156 why you move there so you have quality of life. One thing about our electrical  
157 company is that it does subsidize the golf course and it comes back to the citizens  
158 for quality of life not to line some employee's pockets. That is what a city is all  
159 about. It is a way for all our citizens to enjoy each other and help each other out.

160  
161 Councilman Nielson explained his comment some of the items can be shown as  
162 dollars and cents and some are the quality of life. His personal feeling is that we  
163 can always offer some of these services.

164  
165 Melody Barber  
166 Ms. Barber feels there is a proper role of government; she feels they could prove  
167 the library brings back quality of life. She would like to know what the percentage  
168 of users that will be helped by a golf course.

169  
170 Councilman Nielson stated they already have discussed those items.

171  
172 Marvin Wharton  
173 Mr. Wharton feels they have a pretty good town; he was shocked that we have a  
174 golf course and gun club that is costing us money. He does not feel he can  
175 support this habitat for humanity item either.

176  
177 Corene Elliott  
178 Ms. Elliott is a resident of Spanish Fork and she loves this city.

179  
180 Ms. Mitchell wants to congratulate the employees that have saved the city money;  
181 she feels they should have a benefit for their hard work.

182  
183 Mayor Thomas explained there is some defensiveness and the average citizen  
184 does not know what all goes into the budget. At the end of the day the city needs

185 to run as efficiently as possible. The Council does what they can and more citizens  
186 need to get involved and vote.

187  
188 Ms. Barber said she would like some more itemized information on last year's  
189 amounts and this year's projections or some type of information on the utility bill.  
190 She feels they could show a lot more research.

191  
192 Mr. Perrins explained some of the information discussed was in the newsletter.

193  
194 Councilman Leifson made a **Motion** to close the public hearing. Councilman  
195 Nielson **Seconded** and the motion **Passed** all in favor at 7:21 p.m.

196  
197 **Fiesta Days Rodeo Royalty**

198  
199 Queen Alyssa Lewis and attendant Chastity Arnold came to say they are excited  
200 for the Fiesta Days Celebration this year and invited everyone to come out and  
201 participate.

202  
203 **NEW BUSINESS:**

204  
205 **Mountainland Association of Government Nebo Transportation Study**

206  
207 Mr. Anderson explained Shawn Eliot with MAG and Vern Keeslar with Interplan  
208 are here tonight to discuss the future plan for the project and they have a  
209 presentation to make.

210  
211 Mr. Elliott made a presentation regarding south county growth and how urbanized  
212 we are becoming.

213  
214 Mr. Keeslar explained the corridor study for the south county area. He stated it is a  
215 lot better and cheaper for the tax payers if you plan for the corridor rather than  
216 having to pay for the homes and businesses built later.

217  
218 Mr. Elliott explained they want to work hard to incorporate this study into the City's  
219 Master Plan. They have done a lot of work to try to get this corridor contiguous. He  
220 explained the light rail and commuter rail differences. They will be back in the  
221 coming months to work with staff to have this study adopted into the city's master  
222 plan.

223  
224 **Discussion on Business Park Zone**

225  
226 Mr. Anderson explained there are four items he would like to discuss with the  
227 Council tonight. He asked how the Council would like zoning enforcement to be  
228 handled. They feel there are some specific characteristics that should be in  
229 medium industrial zoning, light industrial, and business park setting.

230

231 Mayor Thomas also added that the city should give themselves flexibility for the  
232 market to determine some if it. He stated he likes the direction this is going.  
233  
234 Councilman Leifson likes where this is headed and would like some more  
235 information.  
236  
237 Mr. Anderson stated this will have a positive affect on property values. He asked  
238 there are a few situations in the city where they have been pretty permissive  
239 because zoning enforcement is not fun. They have been lenient in giving property  
240 owners quite some time to get problems corrected. As they go to the next step  
241 with enforcement for the zoning code, even if they enforce it in a very soft manner,  
242 and just hit on the big stuff there are some expensive issues to meet some  
243 building code requirements that have the potential to be hard for the business  
244 owners.  
245  
246 Mayor Thomas would like to find some solution that meets the end result. He  
247 would like some creativity and would not like to put a business out of business.  
248  
249 Mr. Anderson explained there are currently businesses that are operating in  
250 buildings that were never permitted to be built. There are issues with people  
251 occupying buildings without certificates of occupancy.  
252  
253 Mayor Thomas would like a summary of the issues/problems.  
254  
255 Mr. Anderson explained they are discussing this tonight because they have  
256 businesses coming to the city stating the ones not in compliance are causing  
257 problems with the ones that are. He asked if he was to send the list tonight how  
258 long would they need to deal with these properties. He will meet with each of the  
259 Council to discuss the issues.  
260  
261 Mr. Oyler stated there are issues they have been working on for two years. They  
262 are more than willing to work with the Council and make sure they are on the  
263 same page.  
264  
265 Mayor Thomas feels they would rather proactively take care of these problems.  
266  
267 Mr. Anderson stated dealing with these issues will not be pleasant but done  
268 properly will have a positive impact on our community.  
269  
270 **ADJOURN TO RDA MEETING:**  
271  
272 Councilman Leifson made a **Motion** to open the RDA meeting. Councilman Davis  
273 **Seconded** and the motion **Passed** all in favor at 8:10 p.m.  
274

275 Councilman Andersen made a **Motion** to adjourn out of RDA and back to regular  
276 session. Councilman Davis **Seconded** and the motion **Passed** all in favor at 8:15  
277 p.m.

278

279 **ADJOURN:**

280

281 Mr. Clark explained the airport budget is also a part of the FY 2010 budget.

282

283 Councilman Leifson made a **Motion** to adjourn. Councilman Dart **Seconded** and  
284 the motion **Passed** all in favor at 8:15 p.m.

285

286 ADOPTED:

287

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Kimberly Robinson, City Recorder

## MEMO

To: Mayor and Council  
From: S. Junior Baker  
Date: 11 June 2009  
Re: Amended GPS Interlocal Agreement

On the City Council agenda, for June 16, is an item to approve an amended GPS interlocal agreement with Springville City. There is an existing interlocal agreement with Spanish Fork, Springville, Payson, Salem, and Santaquin. Based upon that agreement, Spanish Fork employs two GPS employees, who also do work for the other cities. Over time, Santaquin has withdrawn from the arrangement and Payson and Salem are using one of the employees full time. Based on that, Payson and Salem are withdrawing and entering their own agreement for one employee. They will also be taking Aaron Painter, who is our employee, but does all of his work for Payson and Salem. Based upon that, the existing agreement needs to be amended. This Amended GPS Interlocal Agreement does that. Travis Anderson is the remaining employee and will continue to do work for both us and Springville.

Since this merely amends an existing agreement, and doesn't change our financial obligation, it is on the consent agenda.

## **AMENDED G.P.S. INTERLOCAL AGREEMENT**

WHEREAS, the Utah Interlocal Cooperation Act (UCA Section 11-13-1 et seq.) allows public entities, including municipalities, to enter into mutually advantageous agreements; and

WHEREAS, the Cities of Springville, Spanish Fork, Payson, Salem, and Santaquin have entered into an interlocal agreement to share GPS equipment and employees; and

WHEREAS, Santaquin has dropped from the agreement and Payson and Salem are taking one of the employees and creating their own interlocal agreement; and

WHEREAS, with the other cities withdrawing from the initial interlocal agreement, it needs to be amended to meet the remaining needs of Springville and Spanish Fork; and

WHEREAS, there is sufficient work for Springville to use a full time operator; and

WHEREAS, Spanish Fork has been managing the GPS employees, but with the cities having grown into the need of their own employees, it no longer desires to do so, but is willing to keep the existing arrangement in place for an additional year in order to allow Springville time to make its hiring decisions;

NOW THEREFORE, Springville and Spanish Fork Cities hereby enter into this Interlocal agreement and hereby contract, covenant, and agree as follows:

1. The prior GPS Interlocal Agreement concerning the administration of GPS employees is hereby rescinded and replaced by this Amended GPS Interlocal Agreement.

2. Spanish Fork agree to maintain an existing employee to operate the GPS system and equipment, pursuant to the details, terms, and conditions set forth herein.

3. The remaining employee from the initial GPS Interlocal Agreement is an employee of Spanish Fork, and will continue to be so, but will be assigned to perform work for Springville on a full time basis during the 2010 fiscal year.

4. It is anticipated that the initial budget for the full-time employee, including wages and benefits will be \$75,000.00 per annum. Springville will budget that amount and have use of the employee on a full time basis. It will pay Spanish Fork for the actual costs of the employee, including benefits and supplies within 30 days of being invoiced by Spanish Fork.

Springville will be responsible for a loss of days based on vacation time, holidays, and any time missed due to illness.

5. This agreement shall be valid for the fiscal year 2010, after which Spanish Fork will no longer manage employees for other cities and Springville will hire its own GPS employee. Spanish Fork will continue to manage GPS base equipment for use by all Cities who entered into the initial GPS interlocal agreement.

6. This agreement shall not be deemed to create or establish a separate entity, but each City shall maintain its own separate legal status.

7. Each City shall be required to be responsible for obtaining its own engineer, land surveyor, or other professional needed to sign and/or approve lots, documents, or to meet other requirements.

8. This agreement shall be interpreted pursuant to the laws of the State of Utah.

9. In the event that any party should be required to retain an attorney because of a default or breach of any other party, or to pursue any other remedy provided by law, then the nonbreaching or nondefaulting party shall be entitled to reasonable attorney fees, whether or not the matter is actually litigated.

10. This agreement may not be modified or otherwise amended without a signed written document executed by all of the parties hereto.

11. The invalidity of a portion of this agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular shall be held to include the plural and vice versa, and the use of any gender shall include any and all genders. The paragraph and section headings in this agreement are for convenience only and do not constitute a part of the provisions hereof.

12. Should any provision of this agreement require judicial interpretation, the court interpreting or construing the same shall not apply the presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself, or through his agents, prepared the same; it being acknowledged that all parties have participated in the preparation hereof.

13. This agreement is not assignable, it being specific to the parties hereto.

DATED this \_\_\_\_\_ day of June, 2009.

SPANISH FORK CITY by:

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JOE L THOMAS, Mayor

ATTEST by:

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KIMBERLY ROBINSON, Recorder

APPROVED AS TO FORM

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S. JUNIOR BAKER, Spanish Fork City Attorney

SPRINGVILLE CITY by:

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GENE MANGUM, Mayor

ATTEST by:

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VENLA GUBLER, Recorder

APPROVED AS TO FORM

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JOHN PENROD, Springville City Attorney



# REPORT TO THE CITY COUNCIL

## URBAN VILLAGE ZONING TEXT AMENDMENT

**Agenda Date:** June 16, 2009

**Staff Contacts:** Dave Anderson, Planning Director

**Reviewed By:** Development Review Committee

**Request:** Spanish Fork City is proposing to change the text of the Urban Village zoning district. The specific impetus of this change was a potential project located on South Main.

**Zoning:** not applicable

**General Plan:** not applicable

**Project Size:** not applicable

**Number of lots:** not applicable

**Location:** not applicable

### Background Discussion

Accompanying this report is a proposed excerpt of text from the Urban Village zone section of the zoning ordinance. This excerpt contains proposed revisions that are identified in the customary bold and strike through fashion.

The proposed changes are intended to specifically accommodate one particular proposal that the City has recently fielded.

The practice of modifying an ordinance to accommodate any individual project is generally inadvisable and is something that we typically do not promote.

The situation relative to our Urban Village zone is, in staff's view, somewhat different. The Urban Village zone has been in the city's zoning descriptions for a number of years. Even so, the City has not yet accepted any applications for developments in the Urban Village zone. Based on our history with the zone and its unique nature, staff anticipates some need to allow the zone to evolve into a district that accommodates the type of development it describes while ensuring that the City's expectations are met. Staff views the proposed changes as that type of evolution.

The Development Review Committee reviewed this proposal and recommended that it be approved on April 29, 2009.

### Planning Commission:

The Planning Commission reviewed this request on May 6, 2009. In that meeting, the Planning Commission recommended that the Amendment be approved, subject to making one additional revision. Minutes from that meeting read as follows:

### Urban Village Zone

Applicant: Spanish Fork City

General Plan: City wide

Zoning: City wide

Location: City wide

Mr. Anderson explained that the Urban Village Zone was the City's mixed use zoning district allowing both residential and non-residential uses. He said he felt mixed use developments were the most in vogue discussion amongst planners. He said the City's Urban Village Zone had been on the books for 6-7 years and that the only property the City had in this zoning designation was very green and not ripe for development. He explained the changes (see attached).

Discussion was held regarding this zone being a walkable community and removing the option for a drive-thru.

Cameron Gunter expressed his concern about a bank not being able to have a drive-thru or a fast food restaurant not having a drive-thru (on a corner) if you do a combination c-store. He said that he felt it should be kept as a conditional use and to not completely remove drive-thrus.

Discussion was held regarding 20 percent more residential, arterial frontage or access, whether or not the Planning Commission would see a Site Plan, and development agreements.

Commissioner Lewis **moved** to recommend to the City Council **approval** of the proposed Amendments to Title 15, Urban Village Zone striking out the word 'may' for the word 'will' in L. 3. Commissioner Marshall **seconded** and the motion **passed** all in favor by a roll call vote.

### **Budgetary Impact:**

In theory, this change could potentially allow for a development that might generate more revenue than expense for the City. However, the inverse could also be true. In all practicality, staff believes there would be little or no budgetary impact with the proposed Zoning Text Amendment.

### **Recommendation:**

1. Staff recommends that the proposed Zoning Text Amendment be approved.

**15.3.16.100. C-UV Urban Village Commercial**

This district is intended to provide controlled and compatible settings for a wide range of commercial and residential uses in the same area, uses designed to serve neighborhood, community, and regional needs. Uses may be freestanding or integrated in a center. Developments in this district will be designed towards pedestrians in mind; designs will have the character of an urban village; with high quality materials being used. All site plans and subdivisions will be reviewed by the Planning Commission.

**A. Permitted Uses:**

- 1. Multi-family residential
- 2. Retail Uses
- 3. Offices
- 4. Restaurants
- 5. Financial institutions, without drive through facilities
- 6. Department stores
- 7. Gas station/convenience stores
- 8. Health and fitness facilities, recreation facilities
- 9. Public schools, professional and vocational
- 10. Personal service businesses
- 11. Government facilities
- 12. Museums, art galleries, dance studios, live performance theaters
- 13. Movie theaters
- 13. Dental/medical offices
- 14. Farmer’s markets
- 15. Plant and garden shops with outdoor sales
- 16. Hotels
- 17. Laundry and dry cleaning

**B. Uses Subject to Conditions (as described in §15.3.24.010):**

- 1. Seasonal sales and special events

**C. Uses Subject to Conditional Use Permit (see §15.3.08.060):**

- 1. Financial institutions, with drive through facilities
- 2. Veterinary offices (small animals)
- 3. Restaurants with drive through facilities
- 4. Day care facilities
- 5. Auction sales (indoor only)
- 6. Private schools

**D. Accessory Buildings and Uses (See §15.3.24.090).**

**E. Site Plan/Design Review/Performance Standards (see §15.4.08.010 et seq.):**

These standards are intended to foster the creation of an urban environment that accommodates growth and is compatible with the existing homes and uses in the area:

- 1. Outdoor Sales, Display and Storage.
  - a) The outdoor permanent sales or display of merchandise shall not encroach into areas of required parking, sidewalks, or landscaping.
- 2. Lighting. On-site lighting, including parking lot lighting and illuminated signs, shall be located, directed or designed in a manner to prevent glare on adjacent properties and be designed for pedestrians. All lighting should have the same design elements throughout the development.
- 3. Location of Service Areas. All loading docks and other service activities shall be located away from view of any public street.
 

Exceptions to this requirement may be approved through the site plan process. If such activities are permitted adjacent to a public street, a visual screening design approved by the **Planning Division** shall be required.
- 4. Urban Design. Designs for this area should envision a “village character” relating to the heritage of the early residents of the community. Safe and efficient pedestrian circulation is a priority.
  - a) Architectural Character and Materials.

1. A differentiated base will provide human scale through change, contrast, and intricacy in façade form. Scaling elements such as insets and projects serve to break up flat or monotonous facades along with color and a change in materials.

2. The climate in Spanish Fork City is such that in the summer months shade is preferred, and in the winter months protection from the snow and wind is necessary. By providing the pedestrian with a sidewalk that is enjoyable to use year round, a pedestrian oriented development is encouraged.

Therefore, the following will be encouraged:

a) Arcades.

b) Awnings and/or marquees.

3. Entrance and Visual Access

a) The intent in this district is to encourage pedestrian activity between the public street/sidewalk and buildings. Sidewalks shall provide continuous, uninterrupted interest to the pedestrian by providing visual interest and/or amenities. The environment will benefit with increased pedestrian activity, this activity will only occur if opportunities are provided that make walking to a destination a preferred and an enjoyable pursuit. The use of blank building facade walls is discouraged. Therefore, all buildings in this district are subject to the following standards:

1. Minimum First Floor Glass. The first floor elevation of a **commercial** building facing a street shall not have less than forty (40%) percent glass surfaces. All first floor glass shall be a nonreflective.

Display windows that are three dimensional and are at least two feet deep are permitted and may be counted toward the 40% glass requirement.

2. Provide at least one (1) operable building entrance per elevation that faces a public street. Buildings that face multiple streets are only required to have one door on either street, if the facades for both streets meet the forty (40%) percent glass requirement.

3. The maximum length of any blank wall uninterrupted by windows, doors, art or architectural detailing at the first floor level shall be forty (40) feet.

4. All building equipment and service areas, including on-grade and roof mechanical equipment and transformers that are readily visible from the public right-of-way, shall be screened from public view.

#### **4. Roof pitch and materials**

**a) All roofs will be required to have at least a 7/12 pitch and will be standing seamed metal.**

5. Public Amenities and Public Art.

a) Amenities and works of art enhance quality of life as well as visual interest. Public amenities and art encourage pedestrian activity and contribute to the "village" experience. A cohesive, unified lighting and amenity policy will help give the district its own distinctive identity. Therefore, all projects will be required to have public amenities and art that are subject to the following standards:

1. Sidewalks and street lamps installed in the public right of way shall be of the type specified in the city's construction and development standards. All parking lot lights will be required to match the city's standards.

2. Park benches will be required within the development.

3. Public art (which may include artists' work integrated into the design of the building, and landscaping, sculpture, painting, murals, glass, mixed media or work by artisans), that is accessible or directly viewable to the general public shall be included in all projects. The plan to incorporate public art shall be reviewed and approved by the Spanish Fork Arts Council.

4. All projects will be required to have a minimum of 20% open space and developments with residential units will be required to have 35% open space.

5. Conditional Use Approval.

A modification to the urban design/performance provisions of this section may be granted as a conditional use, subject to conformance with the standards and procedures.

#### **F. Definitions.**

For the purpose of this section, the following terms shall have the following meanings. "Façade" means the front of a building, or any other "face" of a building on a street or courtyard given special architectural treatment.

#### **G. Landscaping, Buffering, Walls (see §15.4.16.130):**

Same as the S-C zone requirements.

**H. Signs (see §5.36.010 et seq.):**

All individual developments (not a planned center) will be required to follow the requirements of the C-O zone.

**I. Parking Standards (see §15.4.16.120):**

1. Restrictions on Parking Lots. The following regulations shall apply to parking facilities.
  - a) All parking lots adjacent to a public street will be required to have twenty-five (25) foot landscape setback **and or** a minimum three (3) foot berm with trees every thirty (30) feet apart.

**J. Solid Waste Receptacle Areas (see §15.4.16.140).**

**K. Building Height.**

Same as the S-C zones requirements.

1. Height Exceptions: Spires, towers, or decorative non-inhabitable elements shall have a maximum height of sixty (60) feet measured from the street grade.

**L. Development Standards.**

~~Same as the S-C zone requirements.~~ (add C-UV standards to chart)

~~**M. Master Planned Developments (MPD) (as described in §15.3.24.030).**~~

1. Allowed a density of 5 to 12 residential units per acre.
2. ~~MPD~~ **Projects** will be required to have public art integrated and 35% open space area.
3. Projects with a residential component will be required to have at least ~~a 1 to 1 square footage of commercial to residential square footage and phasing of the project must have commercial square footage~~ **30% of the project's total building square footage dedicated to commercial or office uses. The City will require that this ratio be maintained with each phase of the development.**
4. Residential units will be required to meet the High Density Residential (R-3) setbacks.
5. Residential units must be designed in a manner to blend with the urban village and not be a separate element of the area.

**COOPERATIVE AGREEMENT**

F-0198(11)12; PIN No. 5753  
SR-198, Spanish Fork Main St.,  
Fairgrounds to Arrowhead  
**SPANISH FORK CITY**  
Federal ID No. 87-6000284

**COOPERATIVE AGREEMENT**

**THIS COOPERATIVE AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**,” and the **SPANISH FORK CITY**, a municipal corporation of the State of Utah created, hereinafter referred to as the “**CITY**”,

**WITNESSETH:**

**WHEREAS**, **UDOT** is engaged in constructing that certain section of roadway, identified as F-0198(11)12; PIN No. 5753 SR-198, Spanish Fork Main St., Fairgrounds to Arrowhead, Spanish Fork City, Utah County, Utah. Said construction necessitates the construction of a new storm drain system to convey the waste water from a section of SR-198; and

**WHEREAS**, the **CITY** agrees to allow **UDOT** to discharge said waster water into an existing **CITY** owned drainage system; and

**THIS COOPERATIVE AGREEMENT** is made to set out the terms and conditions whereunder said work shall be performed.

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

1. **UDOT**'s contractor will perform the installation of the new storm drain system and connect into the existing **CITY** drainage system at no cost to the **CITY**. A copy of the drawing is marked “**EXHIBIT A**”, attached hereto and thereby made a part hereof
2. The **CITY** will allow **UDOT**'s usage of the existing drainage system at no cost to **UDOT**.
3. The **CITY**, at its own expense, may inspect the installation of said storm drain system, at no further cost to **UDOT**.
4. The **CITY** will maintain all portions of the existing and newly constructed storm drain system at no cost to **UDOT**.

**COOPERATIVE AGREEMENT**

F-0198(11)12; PIN No. 5753  
SR-198, Spanish Fork Main St.,  
Fairgrounds to Arrowhead  
**SPANISH FORK CITY**  
Federal ID No. 87-6000284

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

**ATTEST:**

**SPANISH FORK CITY**

a Municipal Corporation of the State of Utah

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*\*\*

**RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Region 3 Utility and Railroad Coordinator

By: \_\_\_\_\_

Region Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**COMPROLLER OFFICE**

This Form Agreement has been previously approved as to form by the Utah Attorney General's Office

By: \_\_\_\_\_

Contract Administrator

Date: \_\_\_\_\_



**ORDINANCE NO. 09-09**

ROLL CALL

VOTING	YES	NO
MAYOR JOE L THOMAS <i>(votes only in case of tie)</i>		
G. WAYNE ANDERSEN <i>Councilmember</i>		
RODNEY 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: Councilman  
I SECOND the foregoing motion: Councilman

ORDINANCE 09-09

WHEREAS, Spanish Fork City has enacted business regulations which require businesses to obtain business licenses; and

WHEREAS, itinerant merchants are required to obtain business licenses and meet certain requirements; and

WHEREAS, the City regulations address itinerant merchants who sell their own grown produce differently from other itinerant merchants; and

WHEREAS, the distinction between the two is based on sales tax requirements imposed by the State of Utah; and

WHEREAS, many of the itinerant merchants selling produce obtain the produce from others, making the distinction difficult to enforce; and

WHEREAS, the Utah State Tax Commission is capable of handling the different tax treatment without the necessity of a business regulation distinction;

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

**I.**

Spanish Fork City Municipal Code §5.04.110(E) is hereby repealed.

Spanish Fork City Municipal Code §5.04.110(D) is hereby amended as follows:

**5.04.110. Fee Schedule:**

(D) Where the business is that of an itinerant merchant, the license fee shall be fifty dollars per day unless proceeds from the sale of any merchandise shall be returned to or used for the purpose of a charitable or otherwise non-taxed institution with permanent and substantial ties to the community. Such institutions shall include, but not be limited to, churches, scouting organizations, schools, local associations and service clubs. In the latter event, the license fee shall be five dollars (\$5.00) per day. The maximum license fee in any calendar year is three hundred dollars (\$300.00). Temporary sales or display of goods are allowed for a period not to exceed 120 calendar days. The license shall designate the dates the license is valid. An itinerant merchant license is subject to the following criteria:

1. The nature, location, and manner of operation of the activity or event may not be on public property and does not constitute a health or safety hazard to the public.
2. The merchant has permission from the property owner where the goods are to be sold and/or displayed. A copy of the lease or letter from the property owner granting permission shall be submitted with the application for a business license.
3. The goods or services sold and/or displayed are customarily and traditionally related to a seasonal activity, event, or holiday.
4. The sales/display activity must be located in a commercial zoning district and the specific use must be consistent with other uses permitted in the zoning district.
5. The use does not interfere with pedestrian access-ways, fire lanes, driveways, or traffic visibility.
6. Parking on the property is adequate to serve any existing permanent uses and the proposed itinerant merchant use.
7. No itinerant merchant license shall be issued or valid during the period of the Fiesta Days celebration.

**II.**

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

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this \_\_\_\_day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
JOE L THOMAS, Mayor

ATTEST:

\_\_\_\_\_  
KIM ROBINSON, City Recorder

## 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 Airport Access from Access Premises.

Access Premises shall mean that portion of real property owned by Owner dedicated to Aeronautical Activity. A detailed description and drawing of the Access Premises, together with the fee calculation is attached hereto as Exhibit A, and totals 50,650 square feet.

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 Activity excludes fabrication of aviation components.

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, vehicles, or equipment by Owner's employees, contractors, or agents engaged in an Aeronautical Activity across the boundary line between the Airport and Owner's property.

Airport Access Rate shall mean the rate of rent charged by the Airport for access to the Airport from Access Premises, 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.

**2. Right of Airport Access.** City hereby grants to Owner, during the term of this Agreement, the right to Airport Access, subject to the terms and conditions of this Agreement.

**3. Term.** The initial term of this Agreement shall be one year, commencing the 1st day of November, 2005, and terminating the 30th day of September, 2006. The term of this Agreement shall be automatically renewed for nineteen (19) additional one-year terms, unless Owner serves written notice upon City of its intent to decline renewal of the term at least 60 days prior to the end of the term. This Agreement may be terminated at any time by mutual agreement of both parties.

**4. 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 multiplying the square footage of the Access Premises by the annual Airport Access Rate and multiplying the product thereof by 1.15.

Current Access Fee. Owner shall be required to pay an Access Fee for the Access Premises in the amount of \$8,771.54 annually, payable in 12 equal monthly payments of \$730.96 per month.

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 Aeronautical Activity upon the Airport, the Owner shall be required to pay the same fee for similar activities on Owner's property which is subject to the access fee, which shall constitute an additional airport Access Fee.

Amendment of Access Fee Formula. Upon completion of the first ten years of the renewal terms, City shall have a one-time option to change, alter, or amend the Access Fee formula. City may exercise this option to amend the Access Fee formula 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 formula, which shall become effective thirty (30) days after notice. 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.

**5. 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 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.

Changes in Use. City recognizes Owner's intent to use its current facility for the manufacturing and sales of aircraft. Any additional maintenance, fuel sales, or other uses must meet the minimum standards established by the airport. Any additional uses will require a new access agreement that must be executed by both parties.

**6. Off-Property Access Prohibited.** Nothing in this Agreement shall be construed to grant or permit Airport Access to anyone other than Owner, its employees, agents, or contractors, and such access is expressly prohibited.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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

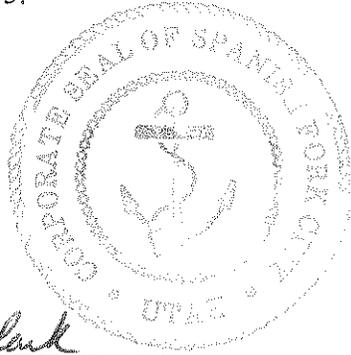
Date of service of such notice shall be the date such notice is deposited in a Post Office of the United States Postal Service.

**30. 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.

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

**32. 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 5<sup>th</sup> day of November, 2005.

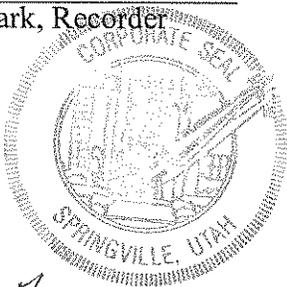


SPANISH FORK CITY by:

Dale R. Barney  
DALE R. BARNEY, Mayor

Attest:

Kent R. Clark  
Kent R. Clark, Recorder



SPRINGVILLE CITY by:

E. Fritz Boyer  
E. FRITZ BOYER, Mayor

Attest:

Jo Evans  
Jo Evans, Recorder  
Verna Gubler

ROCKY MOUNTAIN COMPOSITES, INC. by:

Craig B. Simpson  
CRAIG B. SIMPSON, President

**“EXHIBIT A”**

<b>Airport Access Fee Calculation For Rocky Mountain Composites</b>					
<b>October 20, 2005</b>					
	<b>Dimensions</b>				
<b>Facility</b>	<b>Length</b>	<b>Width</b>	<b>Sq. Ft.</b>	<b>Rate Per Sq. Ft.</b>	<b>Amount</b>
Main Building	275	170	46,750	0.15244	7,126.57
Office Area	80	30	2,400	0.15244	365.86
<b>Total</b>					
Unimproved	75	20	1,500	0.09	135.00
<b>Total Amount</b>					<b>7,627.43</b>
<b>Total Amount + 15%</b>					<b>8,771.54</b>



## **REDEVELOPMENT AGENCY MEETING**

PUBLIC NOTICE is hereby given that the Redevelopment Agency of Spanish Fork, Utah, will hold a public meeting in the City Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on June 16, 2009**.

### **AGENDA ITEMS:**

#### **1. CALL TO ORDER:**

#### **2. MINUTES:**

a. [June 2, 2009](#)

#### **3. PUBLIC HEARING:**

a. Budget FY09 Revision #2

#### **4. NEW BUSINESS:**

a. Approval of Budget Fiscal Year 2010

### **ADJOURN:**

\* Supporting documentation is available on the City's website [www.spanishfork.org](http://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.

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.

1 **Tentative Minutes**  
2 **Spanish Fork City Redevelopment Agency Meeting**  
3 **June 2, 2009**  
4

5 Board Member's Present: Joe L Thomas, G. Wayne Andersen, Steve Leifson, Richard M.  
6 Davis, Jens P. Nielson, Rod Dart  
7

8 Staff Present: Dave Oyler, City Manager; Seth Perrins, Assistant City Manager; Junior  
9 Baker, City Attorney; Dave Anderson, City Planner; Pam Jackson, Library Director; Dale  
10 Robinson, Parks & Recreation Director; Richard Heap, Public Works Director; Kent Clark,  
11 Finance Director; Kimberly Robinson, City Recorder  
12

13 Citizens Present: Kena Mathews, Christy Hardmon, Rich Harris, Lana Creer Harris,  
14 Corene Elliott, Ben Barber, Melody Barber, Jackie Mitchell, Joe Mitchell, Shawn Eliot, Vern  
15 Keeslar  
16

17 **ADJOURN TO RDA MEETING:**  
18

19 Councilman Leifson made a **Motion** to adjourn to the RDA Meeting. Councilman Davis  
20 **Seconded** and the motion **Passed** all in favor at 8:10 p.m.  
21

22 **Redevelopment Agency Minutes – May 5, 2009**  
23

24 Mr. Davis made a **Motion** to accept the minutes of May 5, 2009. Mr. Leifson **Seconded**  
25 and the motion **Passed** all in favor.  
26

27 Mr. Leifson made a **Motion** to open the Public Hearing. Mr. Davis **Seconded** and the  
28 motion **Passed** all in favor at 8:11 p.m.  
29

30 **PUBLIC HEARING:**  
31

32 **Budget Fiscal Year 2010**  
33

34 Mr. Clark explained the budget for the RDA Fiscal Year 2010. He explained the RDA areas  
35 within the city, some are currently activated and some have not been.  
36

37 This item was opened for public comment.  
38

39 There was no public comment made at this time.  
40

41 Mr. Andersen made a **Motion** to close the public hearing. Mr. Leifson **Seconded** and the  
42 motion **Passed** all in favor at 8:14 p.m.  
43

44 **ADJOURN RDA**  
45

46 Councilman Andersen made a **Motion** to adjourn out of RDA back to the regular session.  
47 Councilman Davis **Seconded** and the motion **Passed** all in favor at 8:15 p.m.  
48

49 ADOPTED:  
50

51 \_\_\_\_\_  
Kimberly Robinson, City Recorder