



AMENDED 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 August 18, 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. * Minutes of Spanish Fork City Council Meeting – August 4, 2009
- b. * Sprint/Nextel Agreement for Justice Center Upgrade
- c. * Ordinance Requiring Licensed Contractors to Perform Work Authorized by Building Permit
- d. * Railroad Contract for Electric Line Crossing
- e. * Rocky Mountain Composite Through the Fence Agreement and Account Credit
- f. * Airport Lease and Tie Down Rates

5. NEW BUSINESS:

- a. * Anderson Auto Wrecking Agenda Request
- b. FAA Grant for Airport Layout – Chris Child
- c. * Chamber of Commerce Contract
- d. * All Terrain Vehicle Ordinance
- e. Purchase of Property for Electric Substation

6. EXECUTIVE SESSION:

- a. Potential Litigation

ADJOURN:

I, Kimberly Robinson, certify that I am the duly appointed, qualified, and acting City Recorder of Spanish Fork City, Utah, and the forgoing City Council agenda was faxed or emailed to the Spanish Fork Press, Spanish Fork News, and Daily Herald. The agenda was also posted at the City Office bulletin board 40 South Main, on the states website, and on the city's website at www.spanishfork.org.

Kimberly Robinson, City Recorder

* 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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

Tentative Minutes
Spanish Fork City Council Meeting
August 4, 2009

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

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

Citizens Present: David Ridge, Dennis Gull, Derek Malan, Bryan Ridge, Mahonri Rodriguez, Jerry Pidcock, Jared Clark, Jonathan Chappell, Rashel Tingey, Lana Creer Harris, Bailey Bates, Alan Anderson, Mark Bloxham, Benjamin Sanders, Jen Allen, Clint Garner, Johnie Salimbene, Jeff Johnson, Jessie White, Dave Lewis, Gilbert Jensen, Brayden Jackman

CALL TO ORDER, PLEDGE:

Mayor Thomas called the meeting to order and Scout Mohonri Rodriguez led in the pledge of allegiance at 6:00 p.m.

PUBLIC COMMENT:

Creed Stevenson

Mr. Stevenson represents the Chamber of Commerce. He then gave an update on what they have going on. Some of their priorities are their relocation packets, a coupon booklet, and a visitor's map.

Law Enforcement Teacher for Maple Mountain High School – Rashel Tingey

Rashel Tingey

Ms. Tingey is the Assistant principal of Maple Mountain High School. They have been working with the police department to get a part time officer to teach the law enforcement class, they are hoping in the future to be able to use the funds available from the school district to get a full time officer.

Request to Add Name to 1100 South – Dave Lewis

Dave Lewis

Mr. Lewis represents American Leadership Academy. They would like to add the name Eagle Parkway to 1100 South.

Councilman Leifson made a **Motion** to authorize the addition of 1100 South Eagle Parkway. Councilman Dart **Seconded** and the motion **Passed** all in favor.

48 **COUNCIL COMMENTS:**

49
50 Councilman Leifson thanked everyone that was involved with Fiesta Days, the Staff,
51 Volunteers and all that participated. It is a great event and it keeps improving every
52 year. He gave a reminder that the farmers market has started in the city office parking
53 lot.

54
55 Councilman Dart agreed with what Councilman Leifson said. He would also like to
56 thank Bart Morrill of the Parks and Recreation Department for taking care of an issue
57 that a citizen needed.

58
59 Councilman Neilson agreed with what has been said about Fiesta Days, he has had
60 some great feedback. He appreciates the good people in Spanish Fork.

61
62 Councilman Davis continued what has been said about Fiesta Days and the great
63 volunteers, staff, grounds keepers, police and everyone that came out and made
64 Fiesta Days the wonderful event that it is. He especially thanked his committee and all
65 the hard work that they do.

66
67 Councilman Andersen echoed the same about Fiesta Days. He reported there are
68 cowboys and cowgirls that come to Spanish Fork from all over the country for our
69 rodeo. He heard comments that the facilities Spanish Fork has to offer are top notch.
70 The citizens help to make everyone feel welcome and want to come back year after
71 year. He expressed his thanks for the citizens and the staff. He added an invitation to
72 all to attend the County Fair this month and enjoy that event.

73
74 Mayor Thomas thanked all those that participated in Fiesta Days he had lots of
75 compliments. He met with the Pacific Railroad people regarding the graffiti on the rail
76 cars sitting on tracks in our city. The railroad is still working to resolve that issue. There
77 are so many volunteers making this city great. He thanked Alyn Olsen for the great
78 work she does as the graffiti Czar. The Kite Festival is coming up and they have
79 almost met their goal for financial sponsorship, he invited everyone to come out and
80 enjoy that event at the end of the month.

81
82 **PUBLIC HEARING:**

83
84 Councilman Dart made a **Motion** to open the public hearing at 6:17 p.m. Councilman
85 Andersen **Seconded** and the motion **Passed** all in favor.

86
87 **Public Facilities Zoning Map Amendment (continued from July 7, 2009 meeting)**

88
89 Mr. Anderson explained they created a public facility zone mainly for the Justice
90 Center. The proposal is to amend the zoning map to allow for the public facilities zone.
91 There are two options one with just the city owned property and also one with city
92 owned property and American Leadership Academy property. The Planning
93 Commission reviewed this last month and recommended that the proposed changes

94 be approved with the ALA property included. The district was created to provide an
95 area that can accommodate the City and State usage needs for those properties.
96

97 Councilman Andersen has a question as to whether this zoning is the appropriate way
98 to handle the situation for that school. Why do they need a zone for schools when you
99 can build a school anywhere as long as you meet the city ordinances. He does not
100 want to jeopardize the area by trying to fix one problem and opening up another set of
101 issues.
102

103 Mr. Anderson stated public schools are already listed in the public facilities zone.
104

105 Councilman Andersen asked what is the difference what zone it is listed in, and why
106 does it have to be spelled out specifically for this school in the public facilities zone.
107

108 Councilman Davis has a question about this item because the city does not own ALA,
109 he feels there is a better way to address the issue rather than adding them to the zone.
110 He thinks the public facilities should stay in that zone and nothing else. He feels there
111 is a better way to make this happen. The school districts are not owned by the city he
112 feels there is no reason they should be in the public facilities zone.
113

114 Mr. Anderson has no problem removing school districts from the public facilities zone.
115

116 Councilman Andersen asked if there was a way to give options for the schools to build
117 in the zone but that would give the Council the ability to be flexible.
118

119 Mr. Anderson stated there are ways they can be specific as to what is built in the zone
120 and how tall they are allowed to build certain projects.
121

122 Councilman Andersen added the specific concern with ALA is that it was not built
123 where it was supposed to be. He does not have a problem allowing them to finish the
124 structure but does not want to open something up for the future.
125

126 Councilman Davis thinks it should be kept as Spanish Fork City properties only in the
127 public zone.
128

129 Mr. Anderson stated this is not the only way to approach this issue.
130

131 Mr. Heap noted the building was built without the city's consent and the construction
132 was stopped when it was discovered.
133

134 Councilman Leifson agrees they need to sit down and come up with a solution. Zoning
135 it to correct this particular issue is not the way to fix it. He thinks there is a solution they
136 can come up with where all those involved can be happy with.
137

138 Councilman Andersen asked Dave Lewis that he get those involved with ALA to sit
139 down with the city and work to find a solution.
140

141 Mr. Lewis explained some history regarding the building at ALA, he also stated they
142 would like to work together to get this issue resolved.

143
144 This item was opened for public comment.

145
146 There was no public comment given at this time.

147
148 Councilman Davis made a **Motion** to approve the amendments to the Public Facilities
149 Zoning Map excluding the public schools. Councilman Neilson **Seconded** and the
150 motion **Passed** all in favor.

151
152 **Friar's Pointe Site Plan**

153
154 Mr. Anderson explained the subject property had the zoning changed last year to
155 Commercial 2. The proposed plat would divide the parcel into three lots. Each of the
156 proposed lots meets the required size in the zone.

157
158 This item was opened for public comment.

159
160 Gilbert Jensen

161 Mr. Jensen stated it has always been advantageous to provide a buffer between
162 commercial and residential zones. He feels the whole area from 900 North across
163 should be the same and the road should be the buffer zone. It would also give an
164 ingress and egress to the property. He feels the homes should be included in the
165 project area so it will be more compatible and would provide a buffer zone.

166
167 Mr. Anderson feels it is advantageous to create some kind of non-residential buffer for
168 those lots.

169
170 Councilman Neilson made a **Motion** to approve the Friar's Pointe Preliminary Plat.
171 Councilman Davis **Seconded** and the motion **Passed** all in favor.

172
173 **Pidcock Zone Change**

174
175 Mr. Anderson stated the subject property is approximately 6300 square feet in size, it
176 was demolished voluntarily. Staff has no problems with allowing them to build a new
177 home and feels it is a great upgrade.

178
179 This item was opened for public comment.

180
181 There was no public comment given at this time.

182
183 Councilman Leifson made a **Motion** to approve the Pidcock proposed Zone Change
184 from R-1-9 to R-1-6. Councilman Andersen **Seconded** and the motion **Passed** all in
185 favor.

186
187 **Title 15 Amendment Permitted and Conditional Uses**

188
189 Mr. Anderson explained the changes are significant in the zoning districts of the city.
190
191 Councilman Andersen asked for clarification on defining a foster home.
192
193 Mr. Anderson explained the foster homes are single family dwellings. They do not
194 mean to make it anymore difficult for someone to have a foster home in Spanish Fork.
195
196 Discussion was made regarding accessory apartments.
197
198 Councilman Davis asked why they couldn't add accessory apartments as a conditional
199 use in the R-3 zone.
200
201 Mr. Anderson stated he does not see a reason it couldn't be added as a conditional
202 use in an R-3 Zone.
203
204 Councilman Davis asked about churches and requiring them to be located on arterial
205 roads. He also asked about retail stores being allowed in residential office zones.
206
207 Mr. Baker explained these are in the conditional use section not the permitted use
208 section. He noted the Council will grant the use but they can put conditions on it.
209
210 Councilman Davis noted permitted uses should be changed to 7:00 a.m. not 6:00 a.m.
211
212 Councilman Leifson noted that the child care facilities will need to be able to open
213 earlier than 7:00 a.m.
214
215 Councilman Davis asked regarding the difference in small automotive repair and an oil
216 and lube shop.
217
218 Mr. Anderson stated the nature of the business would have vehicles or parts outside
219 versus the nature of the oil and lube center do not generally have vehicles overnight.
220
221 Councilman Davis asked about light industrial zones allowing agriculture.
222
223 Mr. Baker explained they did not want to make those properties non-conforming uses
224 since there are a large number of agricultural properties in the I-1 zone.
225
226 Councilman Davis would like to remove public schools from the public facilities zone.
227
228 This Item was opened for public comment.
229
230 There was no public comment made at this time.
231
232 Councilman Leifson made a **Motion** to accept the Title 15 amendment as per the
233 conditions reviewed.
234 **Conditions:**

- 235 1. Section 15.3 R-3 adding residential accessory apartments as a conditional use.
236 2. Removing public schools from the public facilities zone.
237 Councilman Davis **Seconded** and the motion **Passed** all in favor.

238

239 Councilman Andersen made a **Motion** to close the public hearing. Councilman Neilson
240 **Seconded** and the motion **Passed** all in favor at 7:37 p.m.

241

242 **CONSENT ITEMS:**

243

244 a. **Minutes of Spanish Fork City Council Meeting – July 7, 2009**

245 b. **Airport Engineering Contract Agreement**

246 c. **E-Verify Program**

247

248 Councilman Leifson made a **Motion** to approve the consent items. Councilman Dart
249 **Seconded** and the motion **Passed** all in favor.

250

251 **NEW BUSINESS:**

252

253 **Festival of Colors Discussion**

254

255 Caru Das

256 Mr. Das explained they sponsor the festival of colors. The event is growing year by
257 year. There are two elements: the festival of colors and the bon fire. He stated the
258 concerns they would like to work through. There is the issue of congestion, and safety.
259 He then discussed their ideas regarding parking and safety.

260

261 Mayor Thomas said they have been a pleasure to work with and he supports the
262 event.

263

264 Mr. Robinson stated there are 800 parking places available at the sports park with no
265 event conflicts that could potentially use the parking lot.

266

267 The Council directed staff to work with Mr. Das to get the issues solved.

268

269 **Adoption of City Certified Property Tax Rate for 2009**

270

271 Mr. Clark handed out information regarding the property tax certified tax rate. He then
272 explained where it comes from and that it is given to the cities by the County. If the City
273 wants to raise the rates above what the County sets they would have to hold public
274 hearings regarding the issue. The City is not raising the rates.

275

276 Councilman Neilson made a **Motion** to adopt the Certified Property Tax Rate for 2009
277 with the rate being 0.001076. Councilman Davis **Seconded** and the motion **Passed** all
278 in favor.

279

280 **EXECUTIVE SESSION:**

281

282 Councilman Dart made a **Motion** to adjourn to Executive Session to discuss
283 Personnel. Councilman Leifson **Seconded** and the motion **Passed** all in favor at 8:05
284 p.m.

285
286 **ADJOURN:**

287
288 **ADOPTED:**

289
290

Kimberly Robinson, City Recorder

DRAFT

8/7/07

**CONVERGED NETWORK SOLUTIONS BASIC AGREEMENT
(Government Customer Version)**

This Custom Network Solutions Basic Agreement ("Agreement") is made between Sprint Solutions, Inc., as contracting agent on behalf of the applicable Sprint affiliated entities providing wireless telecommunications equipment and services ("Sprint") and City of Spanish Fork ("Customer").

BACKGROUND

- A. Customer owns, leases, subleases, licenses or uses real property including all or a portion of the building(s) located at the following address: 789 West Center St Spanish Fork UT 84660 (the "Premises").
- B. Customer is a state or local government entity or agency. Sprint defines "government entities and agencies" as those entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges.
- C. Sprint, through its affiliates, operates the Sprint (CDMA) National Network and the Nextel (iDEN) National Network to provide wireless telecommunications services in certain geographic areas of the United States (the "Services").
- D. Customer is a party to, or is otherwise authorized to purchase Sprint Services and access devices (taken together, "Active Units") under one or more Sprint wireless agreements (collectively, the "Service Agreement").
- E. Customer desires that Sprint install, operate and maintain certain in-building wireless distribution equipment to enhance the coverage of Services at the Premises (the "Equipment").

Project Name: City of Spanish Fork 789 (UT)
Project ID: EMBUT00207
Account Number(s): 309909819, 204509813

AGREEMENT

1. **TERM.** The initial term of this Agreement will begin on the date the Agreement is signed by both parties (the "Effective Date") and continue for 1 year ("Initial Term"). Thereafter, this Agreement will automatically renew for successive renewal terms of 12 months (each a "Renewal Term") unless either party provides written notice to the other no less than 60 days before the expiration of the then-current Term of its intent not to enter into a Renewal Term. The Initial Term and all Renewal Terms make up the "Term."
2. **RESPONSIBILITIES OF CUSTOMER.**
 - 2.1 **Commitment and Shortfall.** Beginning 3 months after installation of the Equipment and continuing for the remainder of the Term, Customer will maintain a minimum of 115 Active Units ("Purchase Commitment"), of which 0 Active Units will be purchased after the Effective Date. For each month Customer fails to satisfy the Purchase Commitment, Customer will pay Sprint a monthly shortfall fee equal to the number of Active Units subject to the Purchase Commitment less the number of Active Units, multiplied by \$40.00 (the "Monthly Shortfall Fee").
 - 2.2 **Capital Recovery.** If this Agreement is terminated before the end of the Term for Customer's convenience under Section 10.2.A, for signal interference under Section 8.2 and 10.1.B, or for Customer's default under Section 10.1.E, Customer will pay a fee equal to (A) the number of Active Units in the Purchase Commitment; (B) multiplied by \$40.00, (C) multiplied by the number of months otherwise remaining in the then-current Term after the date of termination (the "Capital Recovery Fee").
 - 2.3 **Engineering and Connection.** Customer will pay Sprint an engineering and connection fee of \$0 within 30 days following the Effective Date.
3. **LICENSE AND USE.** Customer grants Sprint a license to install, operate, maintain and remove the Equipment at the Premises. Sprint may replace, modify and upgrade the Equipment as appropriate. Sprint will use the Premises in a manner that will not unreasonably disturb Customer's occupancy, and in compliance with Customer's reasonable security policies and procedures. Customer will provide Sprint with escorted access to the Premises during Customer's normal business hours and at other times as agreed by the parties. Customer will provide Sprint with a contact telephone number to call 24 hours a day, 7 days a week to arrange for emergency access to the Premises. Sprint will retain exclusive ownership of the Equipment at all times. Sprint will have no obligation to install, operate or maintain the Equipment at any Customer facilities other than the Premises.
4. **CUSTOMER REPRESENTATIONS.** Customer has the right to enter into this Agreement and the authority to grant Sprint the access and license to use the Premises. Customer has obtained or will obtain all necessary permission, consent and approvals required for installation, operation and maintenance of the Equipment. Customer represents that the Premises and all improvements are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities applicable to Customer's and Sprint's use of the Premises.
5. **RIGHT TO REMOVE EQUIPMENT.**
 - 5.1 Within 60 days following the expiration or termination of this Agreement, unless otherwise agreed to in writing by the parties, or as otherwise required by applicable law or regulation, Sprint may, while complying with Customer's reasonable security policies and procedures, enter the Premises without recourse to legal proceedings during Customer's normal business hours or as otherwise agreed to by the parties, and remove and take possession of the Equipment. Sprint may, at its option, remove any cabling that is connected to or a part of the Equipment. Upon removal of the Equipment, Sprint will restore the Premises to substantially its original condition at the beginning of this Agreement, except for ordinary wear and tear.

- 5.2 Customer will give Sprint at least 90 days advance written notice of Customer's intent to vacate the Premises and Sprint will have the right to remove the Equipment at any time following receipt of Customer's notice.
6. **ASSIGNMENT.** Each party may assign this Agreement to its subsidiaries, affiliates, successor legal entities, or to any entity acquiring all or substantially all of its assets. This Agreement may not otherwise be assigned by either party without the other party's prior written consent, which consent may not be unreasonably conditioned, withheld or delayed.
7. **UTILITIES.** Customer, at its expense, will provide Sprint with electrical service for immediate hook-up as required for installation and operation of the Equipment. Customer agrees that Sprint's obligation to install, operate and maintain the Equipment is contingent on access to appropriate utilities, including electrical service and a T-1 telecommunications line, at the Premises during the Term. Sprint will be responsible for the monthly recurring cost of telecommunications service provided via any T-1 telecommunications lines required for the Equipment.
8. **INTERFERENCE.**
- 8.1 Sprint will use commercially reasonable efforts to prevent and resolve interference with Customer's equipment and systems in operation at the Premises as of the Effective Date to the extent the interference is caused by the Equipment. Sprint may discontinue operation of the Equipment until the interference is corrected or eliminated.
- 8.2 After installation of the Equipment, if other equipment is installed with Customer's knowledge and consent that causes interference with the Service or the Equipment or operations, the parties will negotiate in good faith to develop and implement commercially reasonable means to mitigate and eliminate the interference. If the parties are unable to agree on and implement a commercially reasonable solution, either party may terminate this Agreement and Customer will be liable for the Capital Recovery Fee. As an alternative to termination under this Section 8.2, Sprint and Customer may agree that Sprint will deactivate the affected Equipment and Customer will continue to be responsible for fulfilling the Purchase Commitment. Sprint is not liable for Service interruptions due to interference created by Customer's or any third party's equipment. Customer will continue to be liable for Service charges during the period of interference-based Service interruptions.
9. **INSURANCE.** During the Term, Sprint will obtain and maintain General Liability Insurance (Broad Form Liability Endorsement) on an occurrence basis with a minimum combined single limit for Personal Injury, Property Loss and Damage, Contractual and Independent Contractor of not less than \$1,000,000.00 per occurrence. The policies for the General Liability insurance coverage will be primary and noncontributory to any similar insurance and/or self-insurance that Sprint maintains and will name Customer as an additional insured. All insurance policies shall be issued by companies licensed or authorized to transact business in the state where the Premises is located and who hold a current rating of not less than **A-, VII** according to A.M. Best. Sprint will provide Customer with certificates of insurance or such other documentary evidence of insurance coverage, such as an Internet accessible Memorandum of Insurance. Customer will receive not less than 30 days prior written notice of any intended policy cancellation.
10. **TERMINATION.**
- 10.1 Sprint may terminate this Agreement as follows:
- A. before or during installation of the Equipment with at least 10 days written notice, if Sprint encounters unanticipated conditions that were not apparent during Sprint's site survey(s) of the Premises which have an adverse and material impact on Sprint's cost or ability to install, operate and maintain the Equipment;
 - B. by sending written notice to Customer if the Equipment causes signal interference in accordance with Section 8 that cannot be cured through the use of commercially reasonable efforts;
 - C. if Sprint is unable to access and use the Equipment or the Premises due to an action of the FCC or, if after commercially reasonable efforts, Sprint cannot obtain or maintain any license, permit or other approval required for Sprint's installation, operation and maintenance of the Equipment;
 - D. for its convenience with 60 days advance written notice to Customer; or
 - E. if Customer materially defaults in the performance of any duties or obligations under this Agreement and such default is not cured within 30 days after Customer's receipt of Sprint's written notice specifying such default.
- 10.2 Customer may terminate this Agreement as follows:
- A. for its convenience with at least 60 days advance written notice to Sprint;
 - B. if Sprint materially defaults in the performance of any of its duties or obligations under this Agreement, and such default is not substantially cured within 30 days after Sprint's receipt of written notice specifying such default; or
 - C. if Customer cannot fulfill the Purchase Commitment due solely to a lack or loss of sufficient annual appropriations for Active Units under the Service Agreement.
11. **MAINTENANCE.** Sprint will repair and maintain the Equipment and any other improvements installed by Sprint at the Premises in a good operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the negligent or intentional acts or omissions of Customer, its agents or employees or contractors, Customer will promptly reimburse Sprint for the reasonable costs incurred by Sprint to restore the damaged Equipment to operational condition. Customer will maintain and repair all other portions of the Premises in proper operating and safe condition.

12. LIMITATIONS AND CONDITION OF LIABILITY.

- 12.1 Sprint does not assume and will have no liability under this Agreement for failure to install the Equipment within a specified time period or for unavailability or non-operation of the Equipment.
- 12.2 SPRINT'S SOLE LIABILITY FOR SERVICE DISRUPTION RESULTING FROM THE UNAVAILABILITY OR NON-OPERATION OF THE EQUIPMENT, REGARDLESS OF CAUSE, IS LIMITED TO THE APPLICABLE REMEDIES AND SUBJECT TO LIMITATIONS PROVIDED UNDER THE SERVICE AGREEMENT.
- 12.3 IN NO EVENT IS EITHER PARTY LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO ECONOMIC LOSS, COST OF COVER, LOSS OF USE OF EQUIPMENT OR FACILITIES, OR COST OF REPROCUREMENT.
- 12.4 NOTWITHSTANDING ANYTHING CONTRARY IN THIS AGREEMENT, SPRINT'S CUMULATIVE LIABILITY FOR ANY CLAIMS OR LIABILITIES ARISING FROM, OR CAUSED BY, ANY CASUALTY OR HAZARD SUBJECT TO SPRINT'S REQUIRED INSURANCE POLICIES WILL NOT EXCEED THE MINIMUM COVERAGES STATED IN THIS AGREEMENT. SPRINT'S CUMULATIVE MONETARY LIABILITY FOR ALL OTHER CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$50,000.00.

13. INDEMNITY.

- 13.1 Sprint will indemnify and defend Customer, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities or expenses, including reasonable attorney's fees, arising directly from the performance of this Agreement and relating to personal injury, death, or damage to real or tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of Sprint or its subcontractors, directors, officers, employees or authorized agents, but excluding Claims arising from or relating to Service disruption.
 - 13.2 To be indemnified, Customer must give Sprint timely written notice of the claim, give Sprint full and complete authority and assistance for the claim's defense and settlement, and not materially prejudice Sprint's ability to defend or settle the claim. Sprint will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. Customer will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but Sprint will retain sole control of the claim's settlement or defense.
14. **NOTICES.** All notices must be in writing and deposited in the U.S. mail, certified and postage prepaid, or sent via overnight delivery. Notices to Sprint will be sent to: **Sprint, VP — Custom Network Solutions, 2003 Edmund Halley Drive, Reston, VA 20191**, with copies to: **Sprint, Legal Dept. — Public Sector, 2001 Edmund Halley Drive, VA 20191**. Notices to Customer will be sent to the Customer representative below. Notice addresses may be changed by giving notice as provided in this Section.
15. **MISCELLANEOUS.** This Agreement is governed by the laws of the state in which the Premises are located, without regard to its choice of law principles. This Agreement, including any Exhibits, constitutes the entire agreement between the Parties with respect to the Equipment and supersedes all prior written and verbal agreements, representations, promises or understandings between the Parties regarding the Equipment. Any amendments to this Agreement must be in writing and executed by both Parties. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of that provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. No waiver by either Party of any breach of any provision of this Agreement will constitute a waiver of any other breach of the same or any other provision of this Agreement.
16. **OFFER EXPIRATION.** To become effective, this Agreement must be: (a) signed by an authorized Customer representative; (b) delivered to Sprint on or before **August 31, 2009**; and (c) signed by a Sprint officer or authorized designee.

Each Party has caused this Agreement to be executed by its authorized representative.

N

SPRINT SOLUTIONS, INC.

City of Spanish Fork

Signature

Signature

Name

Name

Title

Title

Date

Date

Address for Notices

Approved as to Form	
<i>J. Reiford</i>	8.5.2009
Converged Network Solutions	

EXHIBIT A – STATEMENT OF WORK

N

TABLE 1: SCOPE DEFINITION

PROJECT ID:			<u>EMBUT00207</u>		
LOCATION ADDRESS OF CUSTOMER FACILITY/PROPERTY:			789 West Center St Spanish Fork UT 84660		
NUMBER OF CUSTOMER BUILDINGS IN SCOPE:			1		
BUILDING		FLOOR		TOTAL SQ FT	
789 W Center St		1		100,000	
TOTAL SCOPE COVERAGE AREA [SQ/FT]:			100,000 sq ft		
TOTAL SCOPE COVERAGE AREA REQUIRING SPRINT COVERAGE ENHANCEMENT [SQ/FT]:			100,000 sq ft		
SCOPE DESCRIPTION AND OTHER PERTINENT SCOPE DETAILS:			Police Department		
LIMITATION TO COVERAGE SCOPE: LOCATIONS TO BE EXCLUDED:			Courthouse		
General construction make up of the facility: 1. Interior walls. 2. Exterior walls and windows. 3. Roof. (i.e. metal lined, greater than 6" thick), windows (i.e. reflective glass), etc. 4. Ceiling type. (dropped or hard)			1. Concrete/drywall 2. Concrete/steel 3. Flat 4. dropped		
Customer Point of Contact Providing Data Above			Lieutenant Johnston		

TABLE 2: TECHNICAL DATA

ANTICIPATED IDEN COVERAGE THRESHOLD: [-85 dBm STANDARD]			-85 dBm		
ANTICIPATED CDMA COVERAGE THRESHOLD: [-85 dBm STANDARD]			-85 dBm		
DESCRIPTION OF SIZE AND LOCATION OF ANTICIPATED SPACE FOR RF SOURCE:			Telecom room or electrical closet.		
ADDITIONAL PROJECT REQUIREMENTS/DETAILS:			None		
IDEN USER CAPACITY:	TOTAL ANTICIPATED IDEN USER CAPACITY:		Up to 25		
CDMA USER CAPACITY:	TOTAL ANTICIPATED CDMA USER CAPACITY:		Up to 25		

SCOPE:

1. Project scope is limited by information and data contained in this document.
2. All assumptions derived from Customer provided information.
3. Any change in technical assumptions renders project scope and solution proposal invalid.

SYSTEM REQUIREMENTS:

4. Sprint will provide a Dual Network iDEN/CDMA solution for the areas identified in Table 1.
5. Coverage enhancement design ensures coverage to 90% of scope area.
6. Received signal strength (RSSI) design objective for iDEN is -85dBm, or down to -95dBm with signal quality estimate (SQE) above 25.
7. Received signal strength (RSSI) design objective for CDMA is -85dBm to -95dBm with Rx signal 5dB greater than strongest interferer.
8. Solution design allows for support of up to 25 iDEN and up to 25 CDMA users.
9. Sufficient signal strength is available from existing donor sites to drive the internal system.
10. There are no EMI design requirements.
11. There are no console or custom dispatch/special talk group requirements.

INTERFERENCE:

12. Customer believes there are no existing systems in place that may interfere with the Sprint 800/900/1900 MHz frequencies.

FACILITY:

13. Special City, County, State or Federal permitting or approval processes are not anticipated to be required. If special permitting processes are required, there may be deployment timeline impacts to the project.
14. There are no special Customer permitting or approval processes required.
15. Customer believes there are no RF shielded areas in the facility.
16. Customer believes that building structure is by normal construction standards: no lead or metal lined walls, walls not thicker than six inches.
17. If necessary, special environmental studies and remediation (asbestos removal, lead based paint, etc.) to be provided by Customer with no cost to Sprint.
18. Any scope requirements contrary to terms in statement of work may result in additional deal terms.

LABOR & INSTALLATION:

19. Union labor is not required. If union labor is required, deal terms may be altered.
20. Customer project manager or project management company labor costs are the responsibility of the Customer.
21. All Customer-required labor force costs (internal or 3rd party) will be paid by the Customer.
22. Sprint can utilize its own preferred contractors for installation work.
23. Work can be completed during normal construction business hours (8:00 a.m. to 5:00 p.m., Monday-Friday). Customer will allow after-hours work to maintain schedule when necessary.
24. There are no special approvals required for Sprint contractors to perform installation work.
25. All Sprint Employees or Contractors are subject to criminal history background checks. Customer will be responsible to conduct the background checks. All Sprint employees or contractors will be required to sign a consent form a minimum of three working days prior to anticipated entry into the building. Customer has complete discretion to deny access to any person, based upon the criminal history background check.

SPACE:

26. Customer will provide space as needed in telecom closet locations for BDA/Repeater, and distributed antenna system (DAS) equipment.

POWER:

27. Customer will provide 20 amps 120V AC power in telecom closet locations as necessary for DAS equipment.
28. Power is readily available at all equipment locations at no installation or operational cost to Sprint.
29. Customer provides backup power or UPS for all BDA/Repeater, and DAS equipment.

CABLING & ANTENNAS:

Customer believes the following requirements are valid:

30. All antennas and supporting equipment can be placed as needed to meet coverage objectives.
31. Outdoor donor antenna locations are permitted with no special installation or approval requirements.
32. Cable routing is available between BDA/Repeater location and rooftop donor antenna.
33. No special antenna stealthing techniques are required and all antennas can be visible.
34. Cable and antenna installation does not require infectious disease tenting.
35. Cable pathways (horizontal & vertical) exist and are available for use.
36. Customer will approve coaxial, fiber optic, or CAT-5 cable routing design along the most direct cable paths.
37. Design may utilize any combination of coaxial, fiber optic or CAT-5 cable.
38. Conduit is not required for any cable installations.

- 39. Core drilling is not required for any cable installations.
- 40. Customer will provide roof penetration if necessary for donor antennas.

N

MEMO

To: Mayor and Council
From: S. Junior Baker
Date: 13 Aug 2009
Re: Contractor License

On the Council agenda for August 11th is an ordinance requiring licensed contractors to do work authorized by a building permit. While this is what happens anyway, our ISO rating for fire insurance costs will improve if we require it by ordinance. Since this is a minor change and reflects the actual practice, it is on the consent agenda.

ORDINANCE NO. 16-09

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. 16-09

**AN ORDINANCE REQUIRING LICENSED CONTRACTORS
AND SUB-CONTRACTORS TO PERFORM WORK
AUTHORIZED BY A BUILDING PERMIT**

WHEREAS, Spanish Fork City has adopted the State Code requirements relative to the adoption of the nationally and/or internationally recognized building codes; and

WHEREAS, these building codes provide safety measures to help protect the interest of residents and the public who may reside in, work in, or enter into buildings constructed within the City; and

WHEREAS, the City also provides fire protection services to its residents; and

WHEREAS, in order to obtain lower rates for fire insurance, the insurance industry

recommends that the City not only adopt building codes but also require licensed contractors to perform the work authorized thereby;

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

I.

Spanish Fork City Municipal Code Section 14.04.010 Building Code-Adopted is hereby amended as follows:

14.04.010 Building Code-Adopted.

The City hereby adopts the nationally recognized building code, as adopted by the Utah Uniform Building Code Commission, as it may be amended from time to time, subject only to those exceptions allowed by state law as set forth in Utah Code Annotated §58-56-1 et seq. All contractors and sub-contractors performing work authorized by a building permit shall be licensed by the State of Utah, Division of Professional Licensing.

II.

This Ordinance shall take effect 20 days after passage and publication.

DATED this 18th day of August, 2009.

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

JOE L THOMAS, Mayor

ATTEST:

Kimberly Robinson, City Recorder

RESOLUTION 09-09

ROLL CALL

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

I MOVE this resolution be adopted: _____
City Councilman

I SECOND the foregoing motion: _____
City Councilman

RESOLUTION 09- 09

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE WIRELESS
CROSSING AGREEMENT WITH UNION PACIFIC RAILROAD**

WHEREAS, Spanish Fork City operates an electric utility; and

WHEREAS, the City has a need to extend a power line across the Union Pacific Railroad
right-of-way; and

WHEREAS, the City council has approved the contract and authorized the mayor to execute
the same;

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

1. The Spanish Fork City mayor is hereby authorized to execute, on behalf of Spanish Fork City, a the Wireline Crossing Agreement with Union Pacific Railroad, a copy of which is attached hereto.
2. This resolution is effective immediately upon passage.

DATED this 18th of August, 2009.

JOE L THOMAS, Mayor

Attest:

KIM ROBINSON, City Recorder

Spanish Fork/Springville Airport Board Meeting Minutes

Held Springville Lower Floor Conference Room

August 13, 2009 4:00pm

Board Members in Attendance:

John Hafen – Chairman
Dean Olsen – Springville Councilman
Ron Crafts – Spanish Fork
Steve Eldredge – Spanish Fork
Richard Davis – Spanish Fork Councilman

Staff:

Cris Child – Airport Manager
Dave Bradford – Airport Facilities Mgr.
Trapper Burdick – Sp.Fk. Engineering Dept.

Public Attendees:

Matt Taylor

Item 1. July 2, 2009 Board Meeting Minutes Motion to approve with the correction that the 60.00 security light credit for hangers is to be yearly not monthly., Steve Eldredge, 2nd Dean Olsen, Unanimously Approved.



Item 2. Rocky Mountain Composites Through the Fence Agreement and Account

Credit. After considerable discussion, 2 recommendations were made to be considered by the City Councils.

1. A Motion was made by Steve Eldredge and seconded by Dean Olsen to recommend to the City Councils that they accept the request for termination of the "Through the Fence Agreement with Rocky Mountain Composites effective immediately. Vote Unanimous.
2. A Motion was made by Richard Davis and seconded by Steve Eldredge to recommend to the City Councils that Rocky Mountain Composites lease account be credited in the amount of \$13,888.24. This credit would retire the amount currently owing on RMC's 2009 lease and leave them with a credit towards their 2010 lease in the amount of \$2,988.24. The board's position and recommendation to the councils is that once RMC received an occupancy permit on their building located on Airport Property that no "Through the Fence" payment would have been required for their off Airport facilities if RMC would have been prudent in the termination of said "Through the Fence Agreement". Vote Unanimous.

Item 3. Facilities Report. Dave Bradford reported on work underway at the airport including mowing, spraying and repair of the rotating beacon. The board was also informed of the results of the Fire Marshall's Hanger Inspections and the 5010 Federal/State Airport Inspection. Dave reported that all items on the 5010 list have now been corrected and that an ongoing program will be implemented based on the Fire Marshall's recommendations to improve Fire Safety at the airport. . Motion made by Steve Eldredge and seconded by Dean Olsen to accept Dave's Report. Vote Unanimous.

Item 4. Facilities Manager Time Card /Payment Clarification. Richard Davis reported to the Board that unless Dave works over 1560 hours per year, no state retirement compensation will be required. The Board instructed the Airport Manager to modify the Facilities Manager's Job Description to reflect a maximum of 1560 hours per year as the expectation for the job. Questions were raised as to the exact amounts budgeted for the

Facilities Manager's compensation for this fiscal year. This item will be continued to next months meeting.

 **Item 5. 2010 Lease and Tie Down Rates.** After considerable discussion of the upgrades needed at the airport and the cost of the Hanger Security Light credit a motion was made by Ron Crafts and seconded by Steve Eldredge recommending that the City Councils approve an increase of 20 percent to both the hanger the lease rates and the annual tie down rates for 2010. This would increase the price per square foot on the hanger leases to 29 cents and the annual tie down rate to \$300.00, Vote Unanimous.

Item 6. Annual Airport Open House The date was set for the annual Airport Open House for October 8, 2009. Further details will be discussed at the next Board meeting.

Item 7. Utah Airport Operators Association Fall Meeting. John Hafen, Dean Olsen, Dave Bradford and Cris Child are planning to attend.

Item 8. September Board Meeting Date. Due to scheduling conflicts, the September Board Meeting will be moved to Wednesday September 9th instead of the usual meeting date which is the first Thursday of each month.

Meeting Adjourned at 6:10 pm

Values submitted by the user:

first_name - Karen

last_name - Siirola

address - 2975 W. Executive Parkway, Ste.200 city - Lehi state - UT zip - 84043

contactphone - (801) 768-2164 email - ksirola@gmail.com agendaSubject - Anderson's

Auto Wrecking Extension detailed - Extension of time to allow Andersons'

wrecking/salvage yard to operate at their present location. Request to be on agenda for August 18, 2009.

submit - submit

Date: August 12, 2009.

Subject: J & S Andersons Auto Wrecking Corp.

Dear Mayor Joe Thomas, C.M-G. Wayne Anderson,C.M-Rod Dart, C.M-Richard Davis, C.M-Steve Leifson,C.M-Jens Nielson,City Attorney,Junior Baker, City Recorder, Kimberly Robinson

We are scheduled on the Spanish Fork City Council agenda for August 18, 2009, to request an extension to do business as a salvage yard in Spanish Fork City. As you may know, our location has operated for over twenty four (24) years. When this area was annexed into Spanish Fork City, our property was under a purchase and sell agreement to a property developer. However the developer died and did not consummate the purchase of the salvage yard.

We feel our business is a vital part of the community we serve. Hundreds of people in the area value our business and the service it provides, as indicated in a petition with over six hundred (600) signatures. Even the home owners in the residential area across the highway voiced no objection when we obtained their signatures on a proposed re-zoning petition. We request an extension of five (5) years to continue our business at this location. We believe there is no down side to Spanish Fork City in the way of utilities, services or improvements. A closed business at this location would be no asset to the area. In these difficult economic times, our salvage yard is a necessity to countless automobile owners. We respectfully request your support in granting this extension. Please do not hesitate to call us if you have any questions.

John R. Anderson

(801)489-3729

Shannon M. Anderson

(801)367-2550

(801)489-5486

Aldon S. Anderson

Carolyn K. Anderson

SPANISH FORK CITY
Staff Report to City Council



Agenda Date:	August 18, 2009
Staff Contacts:	Seth Perrins, Assistant City Manager
Reviewed By:	Junior Baker, City Attorney Dave Oyler, City Manager Dave Anderson, Planning Director
Subject:	Chamber of Commerce Contract

Background Discussion:

In 2005, Spanish Fork City and the Spanish Fork/Salem Area Chamber of Commerce entered into a contract that defined the mutual relationship and services provided by each. That contract has become obsolete and we have worked with the Chamber Board to define a new contract.

There are several changes to this contract for both the City and the Chamber. In it, we agree to pay the Chamber \$16,500 for this year (FY 2010) and next year (FY 2011). Beginning in FY 2012, our payments to the Chamber will decrease by \$5,000 each year. Another major item in this contract is the office arrangement. Spanish Fork City will agree to guarantee office space to the Chamber through the 2nd year of this contract, after that, we will have the option, if necessary, ask the Chamber to find a new office.

This clause of the contract has caused some understandable concern for some Chamber Board members. As they look at their future, they will see a decrease in revenue from the City and they will face the possibility of losing their current office space. That may equate to two significant financial hits in the same year. As we have discussed this issue with Board Members and with City Council Members, it is important that all parties understand that the City's intent with this clause is to give the City the option to its space, if it is needed. It is not the City's intent to evict the Chamber as soon as the two years are up; to the contrary, Spanish Fork City enjoys its relationship with the Chamber and this contract is evidence of our continued desire for their continued success.

The Chamber will continue to be the voice to the City for the business community. They will also continue to support and coordinate 2 significant community events and they will put together the welcome bags and the community business directory, among other things.

Budgetary Impact:

The City has contributed \$16,500 to the Chamber of Commerce for the past many years. This amount hasn't increased with this contract and will decrease during the 5 year term of the contract. We have also provided office space to the Chamber in the past, be it at the City Center or at other locations. That relationship is continued, and is guaranteed for 2 years. The City will provide the utilities for the

office space, including electricity and heat, and excluding telephone and Internet service. The City will also provide the Janitorial Service for the office space.

Alternatives:

This contract can be amended or changed in any way the Council wishes; it can be enhanced or even decreased. One consideration is that the Chamber Board will need to agree with any changes we make, unless the Council wishes to eliminate the contract.

Recommendation:

Approve the Contract as presented. The Chamber President, Creed Stephenson, has gathered a resolution from Chamber Board member, giving their consent and approval of this contract.

Attachments:

Chamber Lease 2009

CONTRACT

THIS CONTRACT is effective the 1st day of July 2009 between Spanish Fork City, a Municipal Corporation of the State of Utah, hereinafter called City, and the Spanish Fork/Salem Area Chamber of Commerce, hereinafter called Chamber.

1. City does hereby lease and demise unto Chamber, space in a portion of suite 10 in the City Office Building located at 40 South Main in Spanish Fork, for a term of five years from the 1st day of July, 2009, for the sum of ONE DOLLAR per year, and in further consideration of the covenants and agreements set forth herein. Said office space will constitute two rooms and the size of the space will never be less than _____ square feet.

2. The space described herein is leased to Chamber for the use and benefit of Chamber for the purpose of creating an office which can more efficiently promote the economic growth of City and the vitality of businesses within City and the immediate vicinity.

3. It is expressly agreed that the benefits and duties of this agreement may not be assigned by Chamber without the prior written approval of City.

4. In consideration of the agreement herein contained, City further agrees as follows:

- (a) To contribute \$16,500.00 in the years 2010 and 2011 to Chamber to be used at Chamber's discretion for economic development within the City, to contribute \$11,500.00 in the year 2012 to Chamber to be used at Chamber's discretion for economic development within the City, to contribute \$6,500.00 in the year 2013 to Chamber to be used at Chamber's discretion for economic development within the City, to contribute \$1,500.00 in the year 2014 to Chamber to be used at Chamber's discretion for economic development

within the City. All payments shall be made on or about January 1 of each year;

- (b) To maintain the premises, including custodial services;
- (c) To furnish and pay all utilities (except telephone and internet) in connection with the operation of said building.
- (d) The maintenance to be performed by the City hereunder shall be performed in the manner and at the times the City, in its sole discretion, shall designate;
- (e) Provide use of the High Chaparral meeting room four times per year for Chamber's quarterly member meeting. Chamber will be responsible to schedule this room in advance;
- (f) Allow Chamber use of City's three billboards when City is not using them to advertise one of its events.

5. In consideration of the covenants and agreements herein set forth, Chamber agrees as follows:

- (a) To provide membership in Chamber to City;
- (b) To provide liability insurance and provide City annually with a certificate of insurance, naming City and its officials and officers as additional insureds; to keep the contents of the office insured against loss by theft, fire, or other cause, or fully assume the risk of such loss; and to hold City harmless from such losses, either to person or property, and indemnify City for any loss incurred, including attorney's fees incurred in defending such claims;
- (c) To provide "welcome bags" to new residents of City;

- (d) To provide the Light Parade on the Friday evening following Thanksgiving, complete with a Santa Claus, who shall be available that evening to visit with children inside the building located at 40 South Main in Spanish Fork;
- (e) To sponsor an Easter Egg hunt in the City, providing treats and prizes. City will help make available the baseball fields located on Volunteer Drive. If this location is not available for any reason, City will help make available another suitable location;
- (f) To provide maps of the city, for citizens or visitors, commencing on or before December 31, 2010;
- (g) To act as a liaison between the business community and the City;
- (h) To arrange ribbon cuttings for new businesses. Chamber will notify City of these ribbon cuttings and City will have a representative attend;
- (i) To maintain the “Red Card” program;
- (j) To assist with Fiesta Days sidewalk celebration and parade;
- (k) To assist with other city functions and events, as agreed upon;
- (l) To answer general questions about the City, its businesses, history, and future;
- (m) To provide an annual business directory of Chamber of Commerce members.

6. In the event the building becomes unusable during the term hereof from earthquake, lightning, fire, bomb damage, flood, or depreciated condition, or from any cause whatsoever, City shall have no obligation to provide replacement space.

7. City may terminate its rights and duties as herein set forth in paragraphs 1 and 2

above if, at any time after the initial two years of the contract term, City needs the office space leased to Chamber for City's operations. All other terms mentioned herein will be in full force and effect for the five year term of the contract. If, at any time after the initial two years, City exercises this option, City shall serve written notice of its intention to Chamber, or its successor(s) in interest, four (4) months prior to the effective date of the proposed termination.

8. Any notices to be given hereunder shall be sufficient if mailed by United States first class mail, postage prepaid as follows:

Spanish Fork City
Attn: City Manager
40 S. Main
Spanish Fork, UT 84660

Spanish Fork Area Chamber of Commerce
Attn: President
40 S. Main
Spanish Fork, UT 84660

The names of any new contact persons shall be noticed as set forth herein.

9. City and Chamber agree that should they default in any of the covenants and agreements contained herein to pay all costs and expenses that may arise from enforcing this agreement either by suit or otherwise, including a reasonable attorney's fee. Each further agrees that a breach of this agreement releases the other from any responsibility under the terms of this agreement. Each party shall have thirty (30) days after notice to correct a breach of this agreement.

10. This writing constitutes the entire agreement between the parties. Any statement or understanding not explicitly set forth herein shall be null and void. All prior contracts and amendments thereto are rescinded and merged into this document. Any amendment hereto must be in writing and signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed their names this ____ day of August, 2009 at Spanish Fork, Utah.

SPANISH FORK AREA CHAMBER of COMMERCE By:

Creed K. Stephenson, President

SPANISH FORK CITY by:

Joe L Thomas, Mayor

Attest:

Kimberly Robinson, Recorder

ORDINANCE NO. 15-09

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. 15-09

**AN ORDINANCE AUTHORIZING STREET LEGAL
ALL TERRAIN VEHICLES UPON CITY STREETS**

WHEREAS, Utah Code Annotated §41-22-10.5 authorizes municipalities to designate certain streets under their jurisdiction to be open for street legal all terrain vehicle use; and

WHEREAS, Utah Code Annotated §41-6a-1509 set forth numerous safety related criteria which are required for an all terrain vehicle to be street legal; and

WHEREAS, allowing street legal all terrain vehicles to use city streets may result in energy conservation; and

WHEREAS, allowing street legal all terrain vehicles to use city streets will be a convenience for some of the residents of the city:

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

I.

Spanish Fork City Municipal Code §10-04-015, entitled “Street Legal All Terrain Vehicles” is hereby created as follows:

10-04.015 Street Legal All Terrain Vehicles.

- A. Street legal all terrain vehicles are authorized to be used on all city streets except Center Street and 1000 North in accordance with this section and with Utah law as set forth in Utah Code Annotated §41-22-10.5. Street legal all terrain vehicles are not to be driven upon any Federal or State Highways, including, but not necessarily limited to, Interstate 15, State Road 6, State Road 198 (Canyon Road, 300 South east of Main Street, and Main Street south of 300 South), State Road 164, State Road 115 (100 S), State Road 147 (400 N), State Road 156 (Main Street from I-15 to 300 S), and State Road 51. Any other or future Federal or State Highways, limited access Highways, or City streets which have more than one lane in the same direction are also excluded from this ssection.
- B. In order to be street legal, all terrain vehicles must meet all of the criteria as set forth in Utah Code Annotated §41-6a-1509. The definitions of all terrain type I and type II vehicles as set forth in Utah Code Annotated §41-22-2 are incorporated herein.
- C. All operators of street legal all terrain vehicles must have in their possession a valid drivers license, with appropriate endorsements.

D. All traffic rules and regulations shall be followed by any operator of a street legal all terrain vehicle.

II.

This ordinance shall be come effective 20 days after passage and posting.

DATED this _____ day of August, 2009.

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

JOE L THOMAS, Mayor

ATTEST:

Kimberly Robinson, City Recorder