



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 February 5, 2013.**

AGENDA ITEMS:

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

- a. Pledge, led by invitation
- b. Presentation of Utah Masonry Council Design Award for the North Park Pavilion by Bruce Fallon, Principal, WPA Architects

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. SPANISH FORK 101: Network Operations Center –John Bowcut & Chris Thompson

5. 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 – January 15, 2013
- b. * Amendment 5, NRCS Emergency Water Shed Protection Grant
- c. * Amended Caselle Contract
- d. * State Airport Cooperative Agreement
- e. * State Grant Agreement

6. NEW BUSINESS:

- a. Board Appointments:
 - i. Airport Board Re-Appointment Matt Taylor & Doug Ford
 - ii. Library Board Re-Appointment Louise Nuzman; Appointment Jerry Proudlock
 - iii. Senior Board Re-Appointment Kay Poulsen & Marie Spencer; Appointment Melba Jeppen
 - iv. Recreation Board Re-Appointment Doug Ford & Doug Snell
- b. * Ordinance #01-13 Amending Business License Regulations Concerning Mobile Food Vendors
- c. Resolution #13-01 Amending the Employee Personnel Manual
- d. * Ordinance #02-13 Making Amendments to Title 4, Chapter 08 & to Section 7.28.110 of the Municipal Code Eliminating an Ambulance Retirement
- e. * Resolution #13-02 Maintaining Firefighter Volunteers & making Ambulance Volunteers Part Time Employees
- f. * Resolution #13-03 Authorizing the Vesting & Buyout of Volunteer Ambulance Retirement Benefits

ADJOURN:

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

Notice is hereby given that:

- In the event of an absence of a quorum, agenda items will be continued to the next regularly scheduled meeting.
- By motion of the Spanish Fork City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed 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 804-4530.

Tentative Minutes
Spanish Fork City Council Meeting
January 15, 2013

Elected Officials Present: Mayor G. Wayne Andersen, Councilmembers Steve Leifson, Rod Dart, Keir A. Scoubes, Richard Davis, Brandon Gordon.

Staff Present: David Oyler, City Manager; Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Chris Thompson, Public Works Director; Dale Robinson, Parks & Recreation Director; Kent Clark City Recorder/Finance Director; Steve Adams, Public Safety Director; Angie Warner, Deputy Recorder.

Citizens Present: Tyler Brown, Jared Poulter, Ray C. Whittaker, Michael Goodman, Levi Stone, Mike Poulter, Ennis Taylor, Stan Jenkins, Mitchell Anderson, Dallin Broome, Tiffany Taylor, Matthew Taylor, Cris Child, Rachael Swalberg, Bryson Swalberg, Brian Gabler, Joe Rich, Anne Jex, Shauna Michelsen, Michaela Swan, Reuben, Conner, Wyatt Swan, Daniel Clark, Raven Seann, Scott Lindsey, B. Paul Weddle, Margaut L. Weddle.

CALL TO ORDER, PLEDGE, RECOGNITION:

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

Tyler Brown led in the pledge of allegiance.

Employee of the 3rd Quarter 2012 – This item was removed from the Agenda

Military Exercise Support – Utah National Guard

Paul Weddle, an exercise coordinator, explained their exercise they will be doing in the Utah County area.

PUBLIC COMMENTS:

Cary Hanks, Director of the Spanish Fork Salem Area Chamber of Commerce reminded everyone of the Chamber of Commerce banquet that will be held this Friday at the Chillon reception center. Also, this Thursday at noon will be the ribbon cutting for Cheapshots Photography. Ms. Hanks recognized IFA as the January business of the month.

Cris Child the Airport Manager & Matt Taylor Chairman for the Airport Board. Would like to honor their heritage and are requesting to add to the airport name "Woodhouse Field". Matt Taylor gave a quick presentation explaining their request.

COUNCIL COMMENTS:

Councilman Scoubes said he will be attending the solid waste district board meeting tomorrow and will report back at the next council meeting.

Councilman Dart said that the City Council and city staff spent a couple days last week in a work session. Councilman Dart commented that staff has the best interest in mind and it was a great meeting.

Councilman Leifson thanked city staff for all their work in their presentations at the work session.

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Councilman Davis said he attended the airport board meeting last week that also included a work session. Councilman Davis thanked staff for all their in the work session, it helps him be better prepared on how and what is going on in the city.

Councilman Gordon agreed that the City is in good hands. Councilman Gordon announced that the Miss Spanish Fork Pageant is March 9th at the Spanish Fork High School. If you are between the ages of 19-24 you may apply at the application meeting this Saturday.

Mayor Andersen said that Chief Adams provided him information that 3 military members will be coming home next week.

SPANISH FORK 101: Community Alert Tool – Seth Perrins

Mr. Perrins presented the new community alert tool that is available for the city to communicate with the citizens of Spanish Fork.

CONSENT ITEMS:

- a. Minutes of Spanish Fork City Council Meeting – December 18, 2012
- b. UDOT Cooperative Agreement, Main Street Arrowhead Trail Pedestrian Crossing
- c. UDOT Cooperative Agreement, 400 North Attenuator Reimbursement
- d. Addendum to Armstrong Consultants Engineering Contract for the Airport
- e. East Bench Agreement for Powerhouse Road Diversion
- f. City Vehicle Use 1.38.040 – Added Language

Councilman Leifson made a **Motion** to **approve** the consent items.

Councilman Dart **Seconded** and the motion **Passed** all in favor.

NEW BUSINESS:

Amended Preliminary Plat and Development Agreement Approval for Maple Mountain Subdivision

Junior Baker said this plat requires an amendment because the time has lapsed. Some changes are there are a few less single family homes and the park is larger. Salisbury & Central Bank will be dedicating the 7 acres of land for a park/detention basin which the City will construct and also Salisbury will be constructing the road. Mr. Baker reviewed the phasing for the development agreement. Mr. Baker said that the City took a survey of which homeowners would like or not like the clubhouse. The results were about 50/50. Staff recommends approval to Amend the Preliminary Plat and Development Agreement.

Chris Thompson explained why we have detentions basins and impact fees.

Councilman Davis asked Chris Salisbury if there are any CC&R's

Chris Salisbury replied no.

Councilman Davis asked if all agreements are settled with S.E.S.D.

Chris Salisbury said the City paid all up front and City needs to be reimbursed. Salisbury has that figure into their costs and when permits are pulled the City will be reimbursed.

Councilman Davis asked what is in the clubhouse.

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Chris Salisbury said a large gathering room, kitchen, theater, restrooms, small workout area, and basketball court. Playground equipment will be in the small park adjacent to the clubhouse.

Councilman Dart made a **Motion** to **approve** the Amended Preliminary Plat and Development Agreement for Maple Mountain Subdivision.

Councilman Davis **Seconded** and the motion **Passed** all in favor.

Central Bank thanked the City in this process.

Proposed Preliminary Plat for the Canyon Creek Subdivision

Junior Baker presented the plat from Tenedor. This plat is for 97 acres with 28 lots which will house commercial stores of various types, or offices. Staff recommends approval of the Canyon Creek Subdivision Preliminary Plat.

Councilman Gordon made a **Motion** to **approve** the Proposed Preliminary Plat for the Canyon Creek Subdivision.

Councilman Scoubes **Seconded** and the motion **Passed** all in favor.

PUBLIC HEARING:

FY13 Budget Revision

Kent Clark presented Revision #1 for FY2013 Budget. Mr. Clark reviewed the revenue and expense amounts.

Items that carried over from last year's budget were highlighted:

Chief Adams said for the fire department some of the firefighters went on some of the wild fires this past year and the State Wild Fire will refund the City the money for the time our firefighters worked.

Chris Thompson said the City bought a home that had burned down, that will be demolished to be able to extend 2300 East to Highway 6.

Dale Robinson said for Buildings & Grounds division the Veteran's Memorial Building will need repairs, so we need to increase \$19,000 in General Buildings. For the Parks the restroom building at Centennial Park burned down. The City will relocate the building farther north at the park and the City did receive insurance money to help fund a new building. The City will install a gas line at North Park pavilion and complete the renovation at Canyon View Park. At the Fairgrounds, the Ponderosa building will need to be finished.

The energy grant money for the Justice Center.

Chris Thompson said in the Water & Sewer department is a carry over correction. The Electric department received an energy grant, increased tree trimming budget, and increased substation supplies budget. In the solid waste the City went up on our tonnage. The storm drain grant money will carry over. For pressurized irrigation, the increased revenue from a dry year made it possible to build the powerhouse road diversion water line.

Kent Clark reviewed the changes to the Capital Projects funds.

148 Councilman Scoubes made a **Motion** to move into Public Hearing.
149 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:32 p.m.

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151 Mayor welcomed any public comment.

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153 There was none.

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155 Councilman Davis made a **Motion** to move out of Public Hearing.
156 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 7:32 p.m.

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158 Mayor welcomed any council discussion

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160 There was none.

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162 Councilman Leifson made a **Motion** to **approve** the FY2013 Budget Revision #1.
163 Councilman Dart **Seconded** and the motion **Passed** all in favor.

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165 **ADJOURN:**
166 Councilman Dart made a **Motion** to **adjourn** to Closed Session to discuss potential litigation.
167 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:33 p.m.

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169 **ADOPTED:**

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171 _____
Angie Warner, Deputy Recorder



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: January 31, 2013
Re: NRCS Emergency Watershed Protection (EWP) Program Amendment 5

Staff Report

The city has received a grant to from the National Resources Conservation Service (NRCS) to do flood control along the Spanish Fork River.

The total financial assistance (FA) construction cost of the Spanish Fork City FY12 EWP project is estimated at \$666,666; \$500,000 in NRCS FA funding and \$166,666 from the City (required cost-share of 25% of total construction cost).

The agreement also provides \$50,000 in NRCS technical assistance (TA) funding or 10% of the NRCS FA funding (\$500,000.00).

Amendment 5, attached, authorizes the City to count TA costs in excess of \$50,000.00 toward the required 25% cost share (\$166,666.00 if total FA costs are \$666,666.00). We recommend that the city council approve this amendment with the NRCS for the EWP Program Grant.

Attached: amendment



NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number		2. Amendment No.	3. Award/Project Period	4. Type of Award Instrument																				
5. Agency: Natural Resources Conservation Service (NRCS) (Name and Address)			6. Recipient Organization: (Name and Address)																					
			DUNS:		EIN:																			
7. NRCS Program Contact:		8. NRCS Administrative Contact:		9. Recipient Program Contact:	10. Recipient Administrative Contact:																			
11. CFDA Number		12. Authority		13. Type of Action	14. Project Director																			
15. Project Title/Description:																								
16. Entity Type: <input type="checkbox"/> Profit <input type="checkbox"/> Nonprofit <input type="checkbox"/> Higher Education <input type="checkbox"/> Federal <input type="checkbox"/> State/Local <input type="checkbox"/> Indian/Native American <input type="checkbox"/> Other																								
17. Select Funding Type: <input type="checkbox"/> Federal <input type="checkbox"/> Non-Federal			18. Accounting and Appropriation Data																					
Previous Total: <table border="1" style="width: 100%; height: 20px;"><tr><td> </td></tr></table> Current Total: <table border="1" style="width: 100%; height: 20px;"><tr><td> </td></tr></table> Grand Total: <table border="1" style="width: 100%; height: 20px;"><tr><td> </td></tr></table>						<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Financial Code</th> <th style="width: 20%;">Amount</th> <th style="width: 20%;">Fiscal Year</th> <th style="width: 30%;">Treasury Symbol</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>			Financial Code	Amount	Fiscal Year	Treasury Symbol												
Financial Code	Amount	Fiscal Year	Treasury Symbol																					
19. APPROVED BUDGET																								
Personnel	\$ _____	Fringe Benefits	\$ _____																					
Travel	\$ _____	Equipment	\$ _____																					
Supplies	\$ _____	Contractual	\$ _____																					
Construction	\$ _____	Other	\$ _____																					
Total Direct Cost	\$ _____	Total Indirect Cost	\$ _____																					
Total Federal Funds Awarded	\$ _____	Total Non-Federal Funds	\$ _____																					
Total Approved Budget	\$ _____																							
This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.																								

Name and Title of Authorized Government Representative	Signature	Date
Name and Title of Authorized Recipient Representative	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

**AMENDMENT 5
to
COOPERATIVE AGREEMENT
68-8D43-12-09**

between the

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)**

and

SPANISH FORK CITY, UTAH (City)

PROJECT: Spanish Fork City, Utah, FY12 Emergency Watershed Protection (EWP) Project (#5077) – Technical and Financial Assistance

A. The purpose of amendment 5 is to provide written NRCS approval authorizing the City to apply allowable technical assistance (TA) expenses as explained below toward the City's required 25% financial assistance (FA) cost-share contribution. Agreement Section VII.A.2.b.(2) is deleted and replaced with the following:

(2) **Cost-share** – Contribute a minimum 25 percent of total allowable project construction costs (estimated to be \$166,666.00 or 25% of total, \$666,666.00) in City funds, value of in-kind labor, materials, or equipment, and reasonable and allowable technical assistance (TA) costs over and above TA costs already reimbursed by NRCS under the terms of this agreement. The City will have a process in place to directly charge City construction costs dedicated to this project (salaries and benefits of City employees performing construction, use of City-owned equipment, etc.) and will maintain supporting documentation on file.

B. All other terms and conditions are unchanged.

C. The United States Department of Agriculture, Natural Resources Conservation Service and Spanish Fork City execute amendment five as of the date of final signature by USDA/NRCS on NRCS-ADS-093 form, Notice of Grant and Agreement Award, Amendment 5. The signatories represent that each is duly authorized to bind their respective organization to the terms of this amendment. By signing the NRCS-ADS-093 form, the City assures USDA that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

MEMO

TO: City Council

FR: Tyler Jacobson

DATE: January 22, 2013

RE: SF City Caselle Contract

Here is a copy of the purposed contract with Caselle. We had the contract amended at our City Attorney's request to include a section on Negligence and indemnification.

AMENDED SOFTWARE LICENSE AGREEMENT

Replaces original Agreement signed 04/12/88.

CASELLE, INC.
1656 S. East Bay Blvd.
Suite 100
Provo, UT 84606

SPANISH FORK CITY
40 S. Main
Spanish Fork, UT 84660

("Caselle")

("You" or "Your")

You agree to License the Software detailed below ("Items"), subject to the terms and conditions on the attached Agreement.

Items

Version 4.x (Clarity) Software

General Ledger
Transparency Reporting
Payroll
Payroll Direct Deposit
Payroll Timekeeping
Payroll Human Resources
Electronic W2/1099
Accounts Payable
Requisitions & Purchase Orders
Accounts Receivable
Check on Demand
Utility Management
Utility Management Direct Pay

Utility Management Electronic Read
Utility Management Service Orders
Utility Management Supplemental Billing
Utility Management Water Conservation
Maintenance Orders
Cash Receipting
Online Payments/Credit Card Interface
Business License
Fifteen (15) Concurrent User Licenses

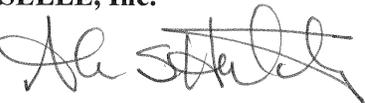
Version 2.x (Classic) Software

Asset Management
Cemetery Management
Two (2) User Licenses

The signatures below indicate each party's acceptance of this Agreement. Each party has caused this Agreement to be executed by its duly authorized representative.

CASELLE, Inc.

By:



Name & Title: Alan S. Hutchings, President

Date: January 9, 2013

SPANISH FORK CITY

By:

Name & Title:

Date:

CASELLE, INC.
SOFTWARE LICENSE AGREEMENT

Grant of License

Caselle, Inc. and its Licensors agrees to grant, and You agree to accept a limited, non-transferable, non-exclusive license ("License") to use the computer programs, with the accompanying manuals, literature and other materials ("Software") as detailed under Items, in perpetuity subject to the terms and conditions of this Software License Agreement and subject to termination as provided herein. The term Software shall also include all revisions, updates, enhancements and new modules or add-ons to the existing Software as detailed under Items.

Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government excise, duties, sales, use, occupational, or like taxes now or hereafter in force, and are therefore subject to increase in an amount equal to any tax Caselle may be required to collect or pay upon licensing or delivery of any Items, other than federal, state and local taxes based on Caselle's income. You also agree to pay all personal property taxes which accrue to you by reason of this Agreement.

Title and Confidentiality

Title and full ownership rights to the Software licensed under this Agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this Agreement if you are required to disclose or make the Software available to a third party or to a court if the Software is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced or disclosed.

License

You may:

- a) Use the Software on a single CPU or network ("System") for the appropriate number of users. The Software may be moved to and used on another System, but shall under no circumstances be used on more than one System at a time.

- b) Make System readable copies of the software media provided with the Software as required for backup protection. Such copies may only be used in support of Your use of the Software on the System and may not be used for any other purpose. Each of these copies must have a label placed on the media indicating the Software is a proprietary product of Caselle.

You may not:

- a) Rent, lease, sublicense, assign, sell, loan or otherwise transfer this Software, in whole or in part, except as expressly permitted by this Agreement.
- b) Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.
- c) Modify the Software or merge it into any other product without the express written consent of Caselle.
- d) Reproduce, prepare derivative works based upon, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.
- e) Permanently transfer or assign the Software and the rights under this License to another party without the express written consent of Caselle.

Any attempt to do any of the above (a to e) shall void and terminate this Agreement.

Term

This Software License Agreement is and shall be effective from the date of full execution and shall remain in force until terminated. You may terminate this Agreement at any time by notifying Caselle in writing and returning all copies and modifications of the Software within 30 days of such notification. Your License terminates automatically if you materially fail to comply with any terms or conditions of this Agreement and You must return all copies and modifications of the Software to Caselle within 30 days of receipt of written notification of such termination. For each day You retain the Software without a valid License You agree to pay Caselle \$100.

Warranty

Caselle warrants that it has sufficient right and title to the Software to grant You this License. For one (1) year from the date of receipt of the Software ("Warranty Period"), Caselle also warrants the Software media to be free from defects in materials and workmanship under normal use, and Software operation will substantially conform to the specification published by Caselle. If an error or a defect in the Software or its media becomes apparent within the Warranty Period You must promptly notify Caselle, in writing, describing the defect. Upon confirming the error or defect Caselle will, at its exclusive option, repair or replace the item or refund the price paid for the defective item. Caselle does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. The warranty does not cover Software modified by anyone other than Caselle and problems with, or caused by, computer hardware or non-Caselle software. This limited warranty is VOID if failure of the licensed Software has resulted from accident, abuse or misapplication.

Disclaimers & Limitations of Warranty & Remedies

EXCEPT AS SPECIFICALLY STATED IN THE WARRANTY SECTION OF THIS AGREEMENT, THE SOFTWARE IS LICENSED "AS IS" WITHOUT ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CASELLE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR SAVINGS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION, ARISING FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY, EVEN IF CASELLE OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CASELLE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR DAMAGE WILL NOT, IN ANY EVENT, WHETHER BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER BASIS, EXCEED THE LICENSE FEES PAID BY YOU FOR THE LICENSED SOFTWARE GIVING RISE TO SUCH LIABILITY.

Returns

- a) No returns of Software will be accepted without prior written approval by a designated representative of Caselle. To receive full credit, less the service charge/restocking fee (set forth below), such requests must be made in writing to and received by Caselle's corporate office within thirty (30) days of receipt of the Software. No Software will be considered for credit until appropriate notice has occurred within the time limits specified and such Software is returned to Caselle's corporate office within ten (10) days of notice.
- b) Pre-approved returns occurring after the thirty-day period has lapsed will be allowed 75% credit, if such requests are made in writing to and received by Caselle's corporate office within sixty (60) days of receipt of Software. Any returns attempted after the sixty-day period has lapsed will receive no credit.
- c) A minimum service charge/restocking fee of 10% will be assessed to all pre-authorized returns. Caselle has a right, but not an obligation to retrieve the returned Software. Caselle will assume no liability for Software that is damaged or lost in transit while being returned. Additionally, such returns shall occur at Client's expense.
- d) A copy of the written approval provided by Caselle will accompany pre-authorized returns.
- e) In addition to the return of the Software, Client agrees that it will delete and remove all copies from all computer systems within its control. Client also agrees that it will return all written materials received from Caselle, including program materials, instruction manuals, and any and all training materials to Caselle.

Additional Services

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized support centers, and are subject to separate agreements.

General

- a) This Agreement shall be governed and construed in accordance with the laws of the State of Utah and You hereby consent to the jurisdiction of State and Federal courts in Utah. If any part of this Agreement violates applicable law, that part

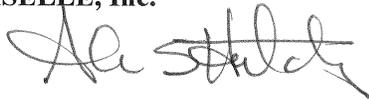
shall be deemed to be amended to the extent necessary to comply with the law.

- b) This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral, relating to the subject matter of this Agreement. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.
- c) If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
- d) All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.
- e) In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.
- f) Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail to the address set forth in this Agreement.
- g) The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. Failure to act by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall not operate as a waiver of any such right, power or remedy, and will not affect the validity of the whole or any part of this Agreement, or prejudice such party's right to take subsequent action.
- h) Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.
- i) The relationship of the Parties shall be solely that of independent contractors. No partnership, joint venture, employment, agency or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall attempt to bind the other, incur liabilities on behalf of the other, act as agent of the other, or authorize any representation contrary to the foregoing.
- j) This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns. However, this Agreement is not assignable by you. This Agreement is personal to you and neither the Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred without the prior written consent of Caselle. Any unauthorized assignment or transfer shall constitute a breach hereof and shall be voidable by Caselle.
- k) Each one of us agrees to be legally and financially responsible to honor our respective duties and obligations under this agreement. To that end, we each reciprocally agree to indemnify, defend, and hold the other harmless (including our respective officers, directors, shareholders, attorneys and employees) from and against any liability arising from our own acts, errors, omission, unlawful actions, or breach(es) of this agreement by us or by any of our respective officers, employees, or agents. If any of these duties is ever triggered, we each agree to give the other party verbal and written notice as soon as possible after the claim (but no longer than 48 hours) and to allow the party having the duty to indemnify, defend and hold harmless the right to appoint its own attorney and to then settle, compromise or otherwise resolve the issue(s)/claim(s).
- l) To the extent not covered by insurance, Caselle agrees to indemnify and hold harmless Spanish Fork City, its officials, officers, and employees, from any and all liability arising from the unauthorized release of personally identifiable information

occurring as a result of Caselle's willful conduct, or negligence. For purposes of this paragraph the term "personally identifiable information" shall mean information that is typically considered to be confidential and/or personal that is used by any unauthorized third-party to uniquely identify a single person for any illegal, fraudulent, or inappropriate purpose(s) that is/are not authorized by the person to whom the personally identifiable information belongs.

The signatures below indicate each party's acceptance of this Agreement. Each party has caused this Agreement to be executed by its duly authorized representative.

CASELLE, Inc.

By: 

Name & Title: Alan S. Hutchings, President

Date: January 9, 2013

SPANISH FORK CITY

By:

Name & Title:

Date:



STAFF REPORT

DATE: 2/1/2013
TO: Honorable Mayor and City Councils
FROM: Cris Child
SUBJECT: UDOT GRANT AGREEMENT AND COOPERATIVE AGENCY AGREEMENT

RECOMMENDED MOTION

Approval

BACKGROUND

The two attached agreements are necessary for the pass through of funds from the FAA through the State as well as the contribution from the Sate Division of Aeronautics for Phase 1 of the Runway 12/30 (Grading and Land).

DISCUSSION

These agreements were submitted to me by the State in a timely fashion but were miss-filed by me and due to some changes in Staff at the State, the oversight was not discovered until a few days ago. In discussing the current procedures with the Spanish Fork Legal Department it has been recommended that all future Airport Projects be submitted to the Council as a package listing all required documents which will need to be executed and requesting Authorization of the Mayors by the City Councils to execute all the necessary documents once approved by the respective City Legal Departments rather than in a piece meal fashion which has been the case on this project. We have obtained examples of the manner in which other Municipalities present these packages to Council and we are confident that implementing such a procedure will eliminate future oversights on getting paperwork submitted in a timely fashion.

ALTERNATIVES

1. Approve the agreements and proceed with the runway expansion or 2. Deny the agreements and have the project come to an end..

FISCAL IMPACT

The total project cost is \$1,154,608. The Amount of \$52,304.00 represents the close to 5% State share of the project to be contributed by the Utah State Department of Transportation Grant and then 90 percent of the project Costs will the pass through the State to the Airport Fund from the FAA.

Name Cris Child
Title Airport Manager

Attachments
Cooperative Agency Agreement
Project Application and Grant Agreement for State Aid for the Development of Public Airports

cc:

COOPERATIVE AGENCY AGREEMENT

THIS AGREEMENT by and between the Aeronautical Operations Division of the State of Utah, Utah Department of Transportation, hereinafter called the "Division", and **Spanish Fork City and Springville City**, hereinafter called the "Sponsor",

WITNESSETH:

WHEREAS, the Sponsor, with the approval of the Division, intends to apply for Federal Funds in aid of an airport project under title 49, Subtitle VII, Part C of the United States Code, dated February 14, 2012, known as "FAA Modernization and Reform Act of 2012"; and

WHEREAS, under the provisions of Title 72, Chapter 10, Part 3, Federal Airport Funds Act, as amended, the Sponsor appoints the Division its agent for the purpose therein stated,

NOW, THEREFORE, it is agreed by the respective parties: The Sponsor appoints the Division as agent for the Sponsor and the Division agrees to act as agent of the Sponsor for the purpose of accepting, receiving, and receipting for, and disbursing Federal monies and other public monies other than those of the Sponsor made available to finance in whole or in part the planning, construction, and improvement of the and **Spanish Fork/Springville Airport** in connection with airport project No **3-49-0034-20**.

Federal regulations require the Utah Department of Transportation to insure audit coverage of all federal funds passing through the Department to other agencies, the Sponsor agrees to provide the Department with an audit report in conformance with the United States General Accounting Office Standards for Audit of Governmental Organizations, Programs, Activities, and Functions; Guidelines for Financial and Compliance Audits for Federally Assisted Programs; Office of Management and Budget Circular A-133, and compliance supplements approved by the Office of Management and Budget. Audit reports in compliance with the above regulations are required for any fiscal year during which costs covered by this agreement are incurred. The audit reports are to be submitted to

the Utah Department of Transportation, Office of Internal Audit, 4501 South 2700 West, Salt Lake City, Utah 84119-5998, within 180 days (6 months) of the close of the fiscal year.

The Division does hereby acknowledge its approval of the Federal Aid for the improvement of the airport. Upon receipt of federal funds under this agreement, the Division shall deposit said funds with the State Treasurer from which a state warrant will be issued to the sponsor.

The sponsor shall process and submit to the Division for its approval and/or execution all proper documents, including the project application, plan set, specifications, applications for payment and project completion documentation.

This Agreement shall remain in full force and effect until the present project for the airport development under the FAA Modernization and Reform Act of 2012 herein before referred to shall have been either substantially accomplished or abandoned by the Sponsor. It shall not apply to any subsequent or additional projects, nor to any program for development in which the United States does not participate financially.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals.

City

Mayor

State of Utah
Department of Transportation
Aeronautical Operations Division

Director

(Co-sponsor) Mayor

Attest:

Attest:

Division of Aeronautics

Recorder

(Seal)

UTAH DEPARTMENT OF TRANSPORTATION

AERONAUTICAL OPERATIONS DIVISION

**PROJECT APPLICATION AND GRANT AGREEMENT
FOR STATE AID FOR DEVELOPMENT OF PUBLIC AIRPORTS**

Part 1 - Project Information

Spanish Fork City and Springville City (hereinafter called the "Sponsor") hereby makes application to the Utah Department of Transportation (hereinafter called the "State") for a grant of state funds pursuant to Title 72, Chapter 10, Aeronautics Act, for the purpose of aiding in financing an improvement project (hereinafter called the "project") for the development of the **Spanish Fork/Springville Airport**, (hereinafter called the "Airport") located in **Spanish Fork City, Utah County**.

It is proposed that the Project consists of the following described airport improvements or development:

Extend Runway 12/30 (Grading and Land, phase I)

as shown on the attached map accompanied by a detailed engineering cost estimate showing each item in the Project by description, quantity, unit cost, total cost, engineering and contingencies. [The map will show (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed non-aviation areas and of all existing and proposed improvements thereon including the access road; and (4) airport vicinity zoning.] It is understood that the State will approve in writing the project plans and specifications before start of construction.

The estimated total project is \$ 1,154,608. The requested State share of the project is \$ 52,304 which is 4.53%.

Other governmental agencies granting money to the project are

The Project engineer is intended to be _____
The FAA Project No. is **AIP 03-49-0034-20** (if applicable)

Part II - Representations

The Sponsor hereby represents and certifies as follows:

1. Legal Authority - The Sponsor has the legal power and authority to :
 - (1) do all things necessary in order to undertake and carry out the Project in conformity with applicable statutes;
 - (2) accept, receive, and disburse grants of funds from the State in aid of the Project;
 - (3) carry out all of the provisions of Parts III and IV of this document.

2. Funds - The Sponsor now has \$ 52,304 available for use in defraying its share of the Project. The present status of these funds is as follows:

Part III – Sponsor’s Assurances

In consideration for grant monies made available to the airport, the Sponsor hereby covenants and agrees with the State, as follows:

1. The Sponsor will operate the Airport as such for the use and benefit of the public throughout the useful life of the facilities developed under this Project, but in any event for at least ten (10) years from the date hereof. The furtherance of this covenant, (but without limiting its general applicability and effect) the Sponsor specifically agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes; provided, that the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport; and provided further, that the Sponsor may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary - (a) For safe and efficient use of the Airport; (b) To keep operation activities within acceptable noise levels; To serve the civil aviation needs of the public.

2. The Sponsor covenants and agrees that, unless authorized by the State, it will not either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right at the Airport or at any other Airport now or hereafter owned or controlled by it, to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

3. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in its operation and the operation of all facilities on the airport, neither it nor any person or organization occupying space of facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render to the public any service (including the furnishing or sale of any aeronautical parts, materials, or supplies) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) To furnish said service on a fair, equal, and not unjustly discriminatory basis to all

users thereof, and

(2) To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; Provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

4. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non-aviation products and supplies or any service of a non-aeronautical nature or to obligate the Sponsor to furnish any particular non-aeronautical service at the Airport.

5. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, or the State, and will not permit any activity or uses thereon which would interfere with its use for airport purposes; Provided that nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; and provided further, that nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

6. Insofar as it is within its power and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land. In addition the Sponsor will clear said area or areas of any existing structure or any natural growth that constitutes an obstruction to airspace within the standards established by said Part 77 unless exceptions to or deviations from the aforementioned obligations have been granted to it in writing by the

State.

7. The Sponsor will furnish the State with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the State, or may be submitted in such manner as the Sponsor elects as long as the essential data is furnished. The Airport and all Airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments will be made available for inspection and audit by the State, or his duly authorized representative upon reasonable request. The sponsor will furnish to the State a true copy of any such documents.

8. The Sponsor will furnish Utah's Division of Aeronautics on a semi-annual basis a list of all aircraft which have been based at the airport for more than 6 months, out of the last 12 months. The list shall include the aircraft tail numbers with the owner's current name and address.

9. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the State to be eligible to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

10. The Sponsor will keep up to date, by amendment, the attached map of the Airport showing:

- (1) The boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto;
- (2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
- (3) The location of all existing and proposed non-aviation areas and of all existing improvements thereon, including the access road, said attached map, and each amendment, revision, or modification thereof, shall be subject to the approval of the State which approval shall be evidenced by the signature of a duly authorized representative of the State on the face thereof. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities that might adversely affect the safety, utility, or efficiency of the Airport.
- (4) Airport vicinity zoning.

11. Insofar as is within its power and to the extent reasonable, the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

12. The Sponsor will not dispose of, or abandon in any manner, any portion of the Airport shown on the approved map without the written consent of the State.

13. It is understood and agreed that as to the land acquired or to be acquired for future development of the airport, the Sponsor will construct and complete thereon a useful and usable facility consistent with the State Airport System Plan not later than the time of forecasted need; and if the land so acquired or any part thereof, is not used within the forecast period for the purpose for which it was acquired, the Sponsor will refund the State share of acquisition cost or fair market value of the land, whichever is greater, plus the State share of net revenue, at the time of sale or expiration of the period stated in this agreement. It is further understood and agreed that the Sponsor will deposit all net revenues derived from the interim use of the land into a special fund to be used exclusively for approved items of airport development, but in no case may the State share of such funds be used to match State aid funds in future grants. It is still further understood and agreed that the Sponsor will not dispose of the land by sale, lease, or otherwise without the prior consent and approval of the State.

14. The Sponsor will maintain, at its own expense, the following aeronautical use items and activities:

- (1) A standard, mounted windsock for observation of wind direction and velocity from the ground and while airborne together with a standard segmented circle, both in good repair.
- (2) Enforcement of zoning in the vicinity of airports to minimize environmental problems associated with aeronautical uses.
- (3) A current license issued by the State designating the Airport for public use.
- (4) Runway or boundary lights in good repair and on from dusk to dawn of each calendar day.
- (5) The runway, taxiways, and apron in a state of good repair which would include annual crack filling and mowing of vegetation at least 15 feet outside of hard surfaced areas as necessary to maintain a weed height of not more than 12 inches.
- (6) The boundary fence, when in place, in a state of good repair.
- (7) The main runway, associated taxiway and apron to be cleared of snow as soon as practical after a snowstorm and the airport to remain open for use during these months.

15. It is understood that the State will participate in the amount of grant monies herein mentioned in the engineering estimate or in the herein mentioned per cent share of the actual project cost, whichever is least.

16. In the event the State does not grant monies under this application, the covenants herein mentioned shall not become effective.

17. Sponsor shall have no authorization to bind the State of Utah or the Utah Department of Transportation, or its Aeronautical Operations Division to any agreement, settlement, liability or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

18. Sponsor hereby agrees to indemnify and save harmless the State of Utah, Utah Department of Transportation, and Aeronautical Operations Division, and their officers, agents, and employees from and against any and all loss, damages, injury, and liability, and any claims therefore, including claims for personal injury or death, damages to personal property and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of this agreement or from the use or operation of the airport improvements and facilities being purchased, constructed or otherwise developed under this agreement.

Part IV - Project Agreement and Acceptance

If the Project or any portion thereof is approved by the State, and State aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the plans and specifications for such development, as approved by the State, and the herein assurances with respect to the Project and the Airport.

IN WITNESS WHEREOF, The parties hereto do hereby ratify and adopt all statements, representatives, warranties, covenants, and agreements contained or referenced herein and do hereby cause this document to be executed in accordance with the terms and conditions here of.

Executed for the Sponsor this _____ day of _____, 20____.

(SEAL)

(Name of Sponsor)

By _____

Title _____

Attest _____
Recorder

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for _____
(herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing document and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Utah, and further that, in my opinion, said Agreement constitutes a legal and bind obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 20 ____.

Title _____

AERONAUTICAL OPERATIONS DIVISION

Director

APPROVED:

UDOT Legal Counsel

Finance

ORDINANCE NO. 01-13

ROLL CALL

VOTING	YES	NO
G. WAYNE ANDERSEN <i>Mayor (votes only in case of tie)</i>		
ROD DART <i>Council member</i>		
RICHARD M. DAVIS <i>Council member</i>		
BRANDON B. GORDON <i>Council member</i>		
STEVE LEIFSON <i>Council member</i>		
KEIR A. SCUBES <i>Council member</i>		

I MOVE this ordinance be adopted:

I SECOND the foregoing motion

ORDINANCE No. 01-13

AN ORDINANCE AMENDING BUSINESS LICENSE REGULATIONS CONCERNING MOBILE FOOD VENDORS

WHEREAS, Spanish Fork City has adopted an ordinance regulating businesses and requiring business licenses; and

WHEREAS, the current ordinance combines all itinerant merchants into one section; and

WHEREAS, separating mobile food vendors from other itinerant merchants has the support of the Chamber of Commerce and would benefit the residents of the community; and

WHEREAS, the business license division of the Community Development Department

has evaluated the basic administrative cost to review and issue licenses, which costs should be assessed in the cost of a business license;

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

I.

Spanish Fork City Municipal Code §5.04.020 “Definitions” is hereby amended to add a definition of mobile food vendor as follows:

5.04.020 Definitions

- A. [no change]
- B. [no change]
- C. [no change]
- D. “Mobile Food Vendor” means any business which sells edible goods from a non-stationary location within the City. The term shall include, but not be limited to:
 - Mobile food trucks: a self-contained motorized vehicle selling food items;
 - Concession carts: mobile vending units selling food items that must be moved by non-motorized means;
 - Concession trailers: a vending unit selling food items which is pulled by a motorized unit and has no power to move on its own.

II.

Spanish Fork Municipal Code §5.04.110 is hereby amended to create a new paragraph “F” and to re-number the existing paragraph “F” to “G” as follows:

5.04.110 Fee Schedule

- A. [no change]
- B. [no change]
- C. [no change]
- D. [no change]
- E. [no change]
- F. A mobile food vendor business license shall be required for each mobile food truck, concession cart, concession trailer, or other mobile vending unit. The fee shall be the

same as an itinerant merchant. A mobile food vendor license is subject to the following criteria:

1. The nature, location, and manner of operation of the activity or event may not be in or on public rights-of-way and does not constitute a health or safety hazard to the public.
 2. The mobile food vendor has permission from the property owner where the foods are to be sold.
 3. Workers preparing food for immediate consumption, whether on premises, or "to go" must have a valid food handlers permit issued by the Utah County Health Department.
 4. The sales must be located in a commercial, industrial, or public facilities 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 mobile food vendor use.
 7. No mobile food vendor license shall be issued or valid during the period of the Fiesta Days celebration.
- G. Concession and booth permits for the Fiesta Days celebration shall be limited to the number established by the City Council. The cost of concession and booth permits shall be in the amounts set by the City Council. No person shall operate concessions or booths during the Fiesta Days celebration without a permit issued by the City. Any person violating the provisions of this paragraph is guilty of a class C misdemeanor.

III.

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

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this 5 day of February, 2013.

G. WAYNE ANDERSEN, Mayor

Attest:

Kent R. Clark, City Recorder

ORDINANCE NO. 02-13

ROLL CALL

VOTING	YES	NO
G. WAYNE ANDERSEN <i>Mayor (votes only in case of tie)</i>		
ROD DART <i>Council member</i>		
RICHARD M. DAVIS <i>Council member</i>		
BRANDON B. GORDON <i>Council member</i>		
STEVE LEIFSON <i>Council member</i>		
KEIR A. SCUBES <i>Council member</i>		

I MOVE this ordinance be adopted: Council member

I SECOND the foregoing motion: Council member

ORDINANCE No. 02-13

AN ORDINANCE MAKING AMENDMENTS TO TITLE 4, CHAPTER 08 AND TO SECTION 7.28.110 OF THE MUNICIPAL CODE ELIMINATING AN AMBULANCE RETIREMENT

WHEREAS, Spanish Fork City has adopted an ordinance creating a retirement amount for firefighter and ambulance volunteers; and

WHEREAS, recent changes in federal law has made it necessary to make the ambulance volunteers part time employees; and

WHEREAS, as part time employees, ambulance workers no longer meet the intent of rewarding volunteers who have served the City for a long period of time; and

In order to qualify to receive the retirement benefits as provided for herein, a firefighter shall have 20 years of service and be at least 62 years of age.

4.08.040 Retirement Benefit

The retirement benefit provided to each qualified firefighter shall be in the amount of \$106.00 per month through December, 2013. Commencing January 2014, the monthly amount shall increase to \$109.00 and shall increase in January each year thereafter by the monthly amount of \$3.00 until the retirement benefit amount reaches \$130.00 per month.

II.

Spanish Fork Municipal Code §7.28.110 is hereby amended as follows:

7.28.110 Volunteer Firefighter Retirement Board

- A. There is created a Volunteer Firefighter Retirement Board consisting of the Mayor, public safety director, City finance director, a citizen at large, the fire association president, fire association past president, and a fire association life member.
- B. The Board shall advise the Council concerning the funding of the retirement fund and shall advise the Council as to which firefighters are eligible for, or are nearing eligibility for, retirement benefits.
- C. The fire association president and past president shall serve on the retirement board for the term of their appointment as association officers. The life member shall be recommended by the fire association and shall be appointed by the Mayor, with approval by the City Council for a four year term. The citizen at large shall be appointed by the Mayor, with approval by the City Council for a four year term.

III.

This ordinance shall be effective immediately upon passage.

DATED this 5th day of February, 2013.

G. WAYNE ANDERSEN, Mayor

Attest:

Kent R. Clark, City Recorder

RESOLUTION No. 13-02

ROLL CALL

VOTING	YES	NO
G. WAYNE ANDERSEN <i>Mayor (votes only in case of tie)</i>	<input type="checkbox"/>	<input type="checkbox"/>
ROD DART <i>Council member</i>	<input type="checkbox"/>	<input type="checkbox"/>
RICHARD M. DAVIS <i>Council member</i>	<input type="checkbox"/>	<input type="checkbox"/>
BRANDON B. GORDON <i>Council member</i>	<input type="checkbox"/>	<input type="checkbox"/>
STEVE LEIFSON <i>Council member</i>	<input type="checkbox"/>	<input type="checkbox"/>
KEIR A. SCUBES <i>Council member</i>	<input type="checkbox"/>	<input type="checkbox"/>

I MOVE this resolution be adopted: Council member

I SECOND the foregoing motion: Council member

RESOLUTION No. 13-02

A RESOLUTION MAINTAINING FIREFIGHTER VOLUNTEERS AND MAKING AMBULANCE VOLUNTEERS PART TIME EMPLOYEES

WHEREAS, Spanish Fork City has a long history of volunteer efforts throughout the City; and

WHEREAS, the public safety department has maintained two divisions which have been staffed by volunteers for many years, namely, the ambulance division and the fire division; and

WHEREAS, recent changes in federal law and interpretations of federal regulations have made it necessary to make the ambulance volunteers part time employees; and

WHEREAS, the same changes don't apply to firefighters, who may remain as volunteers;

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

1. That all current and future ambulance workers will be employees of Spanish Fork City. The City may designate them as full time or part time. Part time employees will be non-benefitted.
2. That the fire division of the public safety department will continue to use volunteer firefighters to provide firefighting and rescue truck services within the City and the City's service area.
3. This resolution is effective the 9th day of February, 2013.

DATED this 5th day of February, 2013.

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder

RESOLUTION No. 13-03

ROLL CALL

VOTING	YES	NO
G. WAYNE ANDERSEN <i>Mayor (votes only in case of tie)</i>		
ROD DART <i>Council member</i>		
RICHARD M. DAVIS <i>Council member</i>		
BRANDON B. GORDON <i>Council member</i>		
STEVE LEIFSON <i>Council member</i>		
KEIR A. SCUBES <i>Council member</i>		

I MOVE this resolution be adopted: Council member

I SECOND the foregoing motion: Council member

RESOLUTION No. 13-03

A RESOLUTION AUTHORIZING THE VESTING AND BUYOUT OF VOLUNTEER AMBULANCE RETIREMENT BENEFITS

WHEREAS, Spanish Fork City has a long history of volunteer efforts throughout the City;

and

WHEREAS, the public safety department has maintained two divisions which have been staffed by volunteers for many years, namely, the ambulance division and the fire division; and

WHEREAS, in an effort to express appreciation for the many years of service by dedicated volunteers, the City has provided a small, monthly retirement for those volunteers who have reached 62 years of age and who have served for at least 20 years; and

WHEREAS, recent changes in federal law and interpretations of federal regulations have

made it necessary to make the ambulance volunteers part time employees; and

WHEREAS, as part time employees, retirement benefits can no longer be paid without creating additional and expensive obligations for the City and its residents; and

WHEREAS, those former volunteers who currently provide that valuable service, as part time employees, will no longer be eligible to earn retirement sums; and

WHEREAS, the City feels it is just and equitable that the current ambulance volunteers be vested in the pro-rata amount of the retirement based on their years of service divided by the 20 year requirement which existed to qualify for the benefit; and

WHEREAS, for ease of tracking and record keeping, a buyout, reduced to a present value, is desired for most of the volunteers, but for those nearing the 20 year requirement, granting them the option to choose is most fair;

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

1. That all current ambulance volunteers shall be vested in a retirement benefit as set forth hereafter.
2. All ambulance volunteers with less than 14 years of service shall be granted a retirement buyout based on the following table:

<u>Years of Service</u>	<u>Dollar Amount</u>
1	50
2	150
3	300
4	500
5	750
6	1050
7	1400
8	1800
9	2250
10	2750

11	3300
12	3900
13	4550

3. Ambulance volunteers who have 14 or more years of service may choose to receive a monthly benefit when they reach age 62, based on a formula, the denominator of which is 20 and the numerator of which is the number of years of service they have provided as an ambulance volunteer as of February 8, 2013. For those electing to take a buyout, the amounts are set forth in the following table:

Years of Service	Dollar Amount
14	5250
15	6000
16	6800
17	7650
18	8550
19	9500
20	10,500

4. Buyout amounts will be paid by the end of February, 2013 for each volunteer completing appropriate paperwork prepared by the City.
5. This resolution is effective immediately.

DATED this 5th day of February,2013.

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder