



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 19, 2013.**

AGENDA ITEMS:

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

- a. Pledge, led by invitation

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 – February 5, 2013
- b. * Williams Purchase Agreement
- c. * Hansen Purchase Agreement
- d. * Powerhouse Road Drain Line Bid Award

5. PUBLIC HEARING:

- a. * Ordinance #03-13 Vacating a Portion of Williams Lane
- b. Donation to Rotary Club in the form of a fee waiver for rental of the Ponderosa Building for a fundraiser event
- c. * Airport Expansion General Plan Amendment & Zone Change

6. NEW BUSINESS:

- a. * Amendment to the Fritz Site Plan Phasing Agreement
- b. * Adoption of Spanish Fork Springville Airport Layout Plan Update
- c. * Ordinance #04-13 Food Vendor Business License

7. CLOSED SESSION:

- a. Land Acquisition

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
February 5, 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; Dave Anderson; Community Development Director; 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: Larry Lewis, Jaiven Lewis, Dennis Lundgreen, Tori Thompson, Cooper Phillips, unknown, David Whitaker, Matthew Whitaker, Tyler Platt, Tyler Ottesen, Lane Money, Steven Money, Robert Elzinga, Caeden Wilding, Landon Davies, Kelten Larsen, Jakob Harreld, Spencer Platt, Wyatt Johnson, Logan Mann, Andrew Wilkins, Michael Wilkins, Nathan Hansen.

CALL TO ORDER, PLEDGE, RECOGNITION:

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

Cooper Phillips led in the pledge of allegiance.

Presentation of Utah Masonry Council Design Award for the North Park Pavilion by Bruce Fallon, Principal, WPA Architects

Bruce Fallon with WPA said the North Park Pavilion was submitted to the Utah Masonry Council and was rewarded as a recipient. Mr. Fallon presented the Council a plaque of the North Park Pavilion.

PUBLIC COMMENTS:

Cary Hanks & Brad Tanner from the Spanish Fork Salem Area Chamber of Commerce invited all to the Bills & Bagels event this Saturday at the Nebo School District at 7:30am.

Brad Tanner said the Chamber of Commerce recently had their awards banquet. There, the Chamber of Commerce swore in their new board members and recognized citizens in the community.

Ms. Hanks said the Chamber of Commerce now sponsors the Women & Business in South Utah County and invite all women in south Utah County that own or work at a business to join once a month for great networking opportunities. The next meeting will be February 20th at the South Valley Gym in Salem at noon.

COUNCIL COMMENTS:

Councilman Gordon said last Wednesday the City Council and Youth City Council attended the Local Officials Day at the Legislature. Councilman Gordon reminded the public that the Miss Spanish Fork Pageant is March 9th and they have 11 candidates this year.

Councilman Davis said it was great to attend the Local Officials Day to be able to speak with our legislators about issues that affect cities. Councilman Davis thanked the street department for getting the roads plowed.

49 Councilman Leifson attended the UMPA board meeting and they are looking at new resources
50 for power. Councilman Leifson thanked the animal control for his assistance last week.

51
52 Councilman Dart invited all senior citizens that would like to attend the Senior Sweetheart Dinner
53 Dance this Saturday night. It is \$10.00 to attend so call the senior center to sign up.

54
55 Councilman Scoubes said the solid waste board is working on finishing their budget so they can
56 get it to the cities.

57
58 **SPANISH FORK 101:** Network Operations Center – John Bowcut & Chris Thompson

59
60 **CONSENT ITEMS:**

- 61 a. Minutes of Spanish Fork City Council Meeting – January 15, 2013
- 62 b. Amendment 5, NRCS Emergency Water Shed Protection Grant
- 63 c. Amended Caselle Contract
- 64 d. State Airport Cooperative Agreement
- 65 e. State Grant Agreement

66
67 Councilman Gordon made a **Motion** to **approve** the consent items.
68 Councilman Dart **Seconded** and the motion **Passed** all in favor.

69
70 **NEW BUSINESS:**

71 Mayor Andersen recommended the board appointments for the following:

72
73 **Board Appointments:**

- 74 i. **Airport Board Re-Appointment Matt Taylor & Doug Ford**
- 75 ii. **Library Board Re-Appointment Louise Nuzman; Appointment Jerry Proudlock**
- 76 iii. **Senior Board Re-Appointment Kay Poulsen & Marie Spencer; Appointment Melba**
77 **Jeppson**
- 78 iv. **Parks & Recreation Board Re-Appointment Doug Ford & Doug Snell**

79
80 Councilman Davis made a **Motion** to **approve** the Mayor's recommendation to re-appoint Matt
81 Taylor & Doug Ford to the Airport Board.

82 Councilman Leifson **Seconded** and the motion **Passed** all in favor.

83
84 Councilman Dart made a **Motion** to **approve** the Mayor's recommendation to re-appoint Louise
85 Nuzman & appoint Jerry Proudlock to the Library Board.

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

87
88 Councilman Dart made a **Motion** to **approve** the Mayor's recommendation to re-appoint Kay
89 Poulsen & Marie Spencer & to appoint Melba Jeppson to the Senior Citizen Board.

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

91
92 Councilman Leifson made a **Motion** to **approve** the Mayor's recommendation to re-appoint Doug
93 Ford & Doug Snell to the Parks & Recreation Board.

94 Councilman Gordon **Seconded** and the motion **Passed** all in favor.

95
96 **Ordinance #01-13 Amending Business License Regulations Concerning Mobile Food Vendors**

97 Junior Baker said the council was approached by a citizen to add mobile food vendors to the City
98 Code. Mr. Baker reviewed the following items:

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

101 **5.04.020 Definitions**

- 102 A. [no change]
103 B. [no change]
104 C. [no change]
105 D. "Mobile Food Vendor" means any business which sells edible goods from a non-stationary location within the
106 City. The term shall include, but not be limited to:

107 Mobile food trucks: a self-contained motorized vehicle selling food items;
108 Concession carts: mobile vending units selling food items that must be moved by non-motorized means;
109 Concession trailers: a vending unit selling food items which is pulled by a motorized unit and has no power to
110 move on its own.

111 **II.**

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

114 **5.04.110 Fee Schedule**

- 115 A. [no change]
116 B. [no change]
117 C. [no change]
118 D. [no change]
119 E. [no change]
120 F. A mobile food vendor business license shall be required for each mobile food truck, concession cart,
121 concession trailer, or other mobile vending unit. The fee shall be the same as an itinerant merchant. A
122 mobile food vendor license is subject to the following criteria:
123 1. The nature, location, and manner of operation of the activity or event may not be in or on
124 public rights-of-way and does not constitute a health or safety hazard to the public.
125 2. The mobile food vendor has permission from the property owner where the foods are to be
126 sold.
127 3. Workers preparing food for immediate consumption, whether on premises, or "to go" must
128 have a valid food handlers permit issued by the Utah County Health Department.
129 4. The sales must be located in a commercial, industrial, or public facilities zoning district.
130 5. The use does not interfere with pedestrian access-ways, fire lanes, driveways, or traffic
131 visibility.
132 6. Parking on the property is adequate to serve any existing permanent uses and the proposed
133 mobile food vendor use.
134 7. No mobile food vendor license shall be issued or valid during the period of the Fiesta Days
135 celebration.
136 G. Concession and booth permits for the Fiesta Days celebration shall be limited to the number established by
137 the City Council. The cost of concession and booth permits shall be in the amounts set by the City Council.
138 No person shall operate concessions or booths during the Fiesta Days celebration without a permit issued by
139 the City. Any person violating the provisions of this paragraph is guilty of a class C misdemeanor.

140 **III.**

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

142
143 Mr. Baker suggested adding verbiage related to the residential zone for home delivery to
144 accommodate Schwans, Winder Dairy, and other.

145
146 Councilman Leifson asked for comparison to the corn stand, tree stands, snow cone shacks, etc.

147

148 Dave Anderson said the fee is the same for those.
149
150 Councilman Gordon added that the food vendors during Fiesta Days pay \$350.00 for the 4 days.
151
152 Councilman Leifson feels the \$300 fee is too high. If the waffle truck guy is traveling from city to
153 city, that is going to get expensive. Councilman Leifson heard that Provo is charging \$70.00.
154
155 Mayor Andersen asked what permit the Winder Dairy is required to have.
156
157 Junior Baker said the itinerant merchant fee which is \$300.00.
158
159 Councilman Scoubes clarified that if we add the verbiage residential zone, that also says the
160 waffle truck, snow cone, etc. can do home delivery as well.
161
162 Junior Baker replied yes.
163
164 Councilman Leifson would like to see what the other cities charge the corn stand, snow cone
165 shack, etc.
166
167 Discussion took place regarding the no selling during Fiesta Days.
168
169 Councilman Gordon feels the \$300.00 is reasonable.
170
171 Councilman Leifson asked what a business pays.
172
173 Junior Baker said \$40.00 plus overhead fees of being in a building.
174
175 Councilman Gordon made a **Motion** to **approve** the Ordinance #01-13 Amending Business
176 License Regulations Concerning Mobile Food Vendors Charging \$300.00 and allow the use in
177 residential zones for home delivery.
178 Councilman Scoubes **Seconded**.
179
180 Councilman Dart - Nay
181 Councilman Davis - Nay
182 Councilman Gordon - Aye
183 Councilman Leifson - Nay
184 Councilman Scoubes - Aye
185
186 The motion **Failed** with a roll call vote 3-2.
187
188 Mayor Andersen asked that Councilman Leifson, Councilman Gordon, Junior Baker and Cary
189 Hanks meet to put something together with a revised fee.
190
191 Councilman Leifson would like to look at the comparisons with the other cities.
192
193 Councilman Davis feels we should separate the mobile from the snow cone, corn stands, etc.
194
195 **Resolution #13-01 Amending the Employee Personnel Manual**
196 Seth Perrins reviewed the proposed following changes and additions to the personnel manual:
197
198 1. *The definition of At-Will Employees in section 1.04.050 be amended as follows:*
199

200 ***At-Will Individual** means one whose employment, compensation, or service with the city can be*
201 *terminated with or without cause, and with or without prior notice, at any time, by the appropriate*
202 *Appointing Authority. At-Will Individuals shall be:*

- 203 1. *Department directors and employees appointed by the Governing Body as defined in Spanish*
204 *Fork Municipal Code §4.04.020*
- 205 2. *All elected officials, members of boards and commissions;*
- 206 3. *Volunteers, and all other individuals appointed to serve without a wage;*
- 207 4. *Consultants and counsel rendering professional service;*
- 208 5. *Part-time, Temporary, Special Projects, and Seasonal employees.*

- 209
210 2. *Section 1.24.050 be amended as follows:*

211
212 *H. Employees may receive payment for accrued comp-time once a year at a date designated by the*
213 *city manager. Employees will receive payment based on their current hourly rate and may cashout*
214 *either a portion or all of their accrued comp-time. Employees may choose to convert comp time to*
215 *cash, through payroll, and/or defer an amount into their 401(k), subject to annual contribution limits,*
216 *set forth by the IRS.*

- 217
218 3. *Section 1.24.085 be completely rewritten as follows:*

219
220 **1.24.085. Employees serving as City Volunteers**

221 *Spanish Fork City supports employees who wish to volunteer in certain functions and for certain*
222 *activities. Employees that wish to volunteer do so at their own volition and can only volunteer to*
223 *fulfill needs that are distinct from their current job duties. Employees wishing to volunteer for*
224 *activities such as Fiesta Days, planting flowers on Main Street, or any other such activity may do so*
225 *and should seek clarification from the Human Resource office to ensure they can volunteer.*

226
227 *A. Employees serving as volunteer fire fighters will be allowed to respond to emergency calls*
228 *during the regular work day as the need arises. Employees do not need to clock out to respond to a*
229 *fire emergency. Employees serving as volunteer fire fighters should consult with their supervisors*
230 *regularly to determine if their volunteer service places any burden on their work load.*

231
232 *B. An employee will not be paid for attending volunteer firefighter training, unless they use*
233 *vacation or comp time.*

- 234
235 4. *The title heading to section 1.28.100 be deleted.*

- 236
237 5. *Section 1.28.060 (D) be amended as follows:*

238
239 *D. An employee wanting to take a family or medical leave of absence must request leave in writing*
240 *(email or letter is sufficient) briefly describing why leave is needed, when the employee plans to*
241 *begin the leave and when the employee tentatively plans to return. The request should be given to*
242 *the respective supervisor who will give the request to the human resources office for review and*
243 *approval. When possible, the employee should provide the city with at least thirty (30) days notice*
244 *before the commencement of the leave. The employee shall be notified by the human resources*
245 *office if the leave has been approved.*

- 246
247 6. *Section 1.28.120 be amended as follow:*

248
249 *A. Upon recommendation of the supervisor and approval of the city manager, an employee of the*
250 *city may be granted leave-without-pay for a specified period of time. No leave-without-pay shall,*
251 *however, be in excess of ninety (90) calendar days. A leave of absence without pay as granted*
252 *herein, may be terminated prior to the expiration date thereof with the consent of the city manager.*
253 *Failure of an employee to report for duty promptly at the expiration of the leave, or a violation of any*
254 *agreement of understanding entered into by the same, relative thereto shall be just cause for*
255 *discipline, up to including termination.*

- 256
257 7. *Section 1.50.020 be amended as follows:*

258
259 *The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance*
260 *and/or alcoholic beverage in the workplace is expressly prohibited. In order to achieve a drug-free*
261 *work place, all employees, volunteer firefighters as well as final candidates for employment, shall be*
262 *required to participate in alcohol and controlled substance testing as a condition of employment.*
263

264 8. *Section 1.50.060 be amended as follows:*
265

266 *A. Reasonable suspicion must be based on specific, contemporaneous articulable observations*
267 *concerning the appearance, behavior, speech or body odors of the person, or indications of the*
268 *chronic and withdrawal effects of controlled substances. Reasonable suspicion may also be based*
269 *on reliable third-party observations of the actual use of controlled substances.*
270

271 *B. The required observations, other than actual use, of indicators of alcohol or drug use must be*
272 *made by a department director or supervisor who has received training on the physical, behavioral,*
273 *speech, and performance indicators of alcohol and/or drug use.*
274

275 9. *Section 1.50.070 be amended as follows:*
276

277 *A. All employees in safety sensitive positions, and volunteer firefighters, are subject to annual*
278 *random drug/alcohol tests, in order to assist in the prevention of accidents and theft, increased*
279 *safety for the employee and the general public, and to maintain productivity, quality, and the*
280 *security of property and information.*
281

282 10. *This resolution is effective the 9th day of February, 2013.*
283

284 Councilman Dart made a **Motion** to **approve** the Resolution #13-01 Amending the Employee
285 Personnel Manual.

286 Councilman Leifson **Seconded** and the motion **Passed** all in favor with a roll call vote.
287

288 **Ordinance #02-13 Making Amendments to Title 4, Chapter 08 & to Section 7.28.110 of the**
289 **Municipal Code Eliminating an Ambulance Retirement**

290 Seth Perrins reviewed the proposed following changes and additions:
291

291 *I.*

292 *Spanish Fork City Municipal Code Title 4, Chapter 8 is hereby amended to eliminate ambulance volunteers*
293 *from the volunteer retirement benefit, as follows:*

294 **TITLE 4** **EMPLOYEE PERSONNEL SYSTEM**
295 **CHAPTER 08** **Volunteer Firefighter Retirement**
296

297 **4.08.010** **Funding of Retirement System**

298 **4.08.020** **Management of Fund**

299 **4.08.030** **Retirement qualifications**

300 **4.08.040** **Retirement Benefit**
301

302 **4.08.010** **Funding of Retirement System**

303 *Spanish Fork City shall budget for and fund on a yearly basis a fund used for providing the qualified*
304 *volunteer firefighters of the City with retirement benefits.*
305

306 **4.08.020** **Management of Fund**

353 **Benefits**

354 Seth Perrins reviewed the proposed following changes and additions:

355

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

359

<u>Years of Service</u>	<u>Dollar Amount</u>
360 1	50
361 2	150
362 3	300
363 4	500
364 5	750
365 6	1050
366 7	1400
367 8	1800
368 9	2250
369 10	2750
370 11	3300
371 12	3900
372 13	4550

- 373
- 374 3. *Ambulance volunteers who have 14 or more years of service may choose to receive a monthly*
- 375 *benefit when they reach age 62, based on a formula, the denominator of which is 20 and the*
- 376 *numerator of which is the number of years of service they have provided as an ambulance volunteer*
- 377 *as of February 8, 2013. For those electing to take a buyout, the amounts are set forth in the*
- 378 *following table:*

379

<u>Years of Service</u>	<u>Dollar Amount</u>
380 14	5250
381 15	6000
382 16	6800
383 17	7650
384 18	8550
385 19	9500
386 20	10,500

- 387
- 388 4. *Buyout amounts will be paid by the end of February, 2013 for each volunteer completing appropriate*
- 389 *paperwork prepared by the City.*
- 390 5. *This resolution is effective immediately.*

391

392 Councilman Scoubes made a **Motion to approve** the Resolution #13-03 Authorizing the Vesting &

393 Buyout of Volunteer Ambulance Retirement Benefits.

394 Councilman Dart **Seconded** and the motion **Passed** all in favor with a roll call vote.

395

396 Mr. Perrins said that with the changes to Ambulance the budget will increase a little because
397 they will be paid at least minimum wage while they are on a shift.

398
399 Councilman Gordon asked why the fire department can stay volunteers and the ambulance
400 cannot.

401
402 Mr. Perrins explained that ambulance has more calls in a day and they are required to respond.
403 The fire department has fewer calls and are not required to go, but the fire department believes
404 they will still have enough response to cover their calls.

405
406 **ADJOURN:**

407 Councilman Dart made a **Motion to adjourn.**

408 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 7:36 p.m.

409
410 **ADOPTED:**

411

412

Angie Warner, Deputy Recorder

DRIFT



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: February 15, 2013
Re: Purchase Agreement for Property needed for the Airport Runway Expansion

Staff Report

The airport is planning to extend the runway to meet new FAA guidelines and enable it to receive larger aircraft. We need to acquire some additional land from Keith Williams in order to complete this expansion. This agreement is purchase the land needed for appraised value if it is all annexed and zoned Industrial. If after the public hearing the city council decides not to annex the land or zone it industrial then Williams will not be obligated to sell the cities their property.

95% of the costs will be paid by the state and FAA. Springville and Spanish Fork will each pay half of the remaining 5% of the cost. We recommend that the city council approve this agreement.

Attached: purchase agreement



REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City) and Keith A. Williams (Williams), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. Williams owns several parcels of real property located in the vicinity of the Spanish Fork/Springville Airport, some of which are located in Spanish Fork City, and some of which are located in unincorporated Utah County.

2. City is desirous of purchasing the following parcels (the Property) upon the terms and conditions set forth herein:

Parcel 1:

BEGINNING AT A POINT WHICH IS LOCATED WEST 25.14 FEET FROM THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; LAKE BASE AND MERIDIAN; THENCE WEST 684.36 FEET; THENCE NORTH 626.44 FEET; THENCE S47°31'47"E 854.18 FEET; THENCE S42°27'48"W 12.94 FEET; THENCE S47°32'12"E 50.00 FEET; THENCE N42°27'48"E 12.94 FEET; THENCE S47°31'47"E 23.60 FEET TO THE POINT OF BEGINNING.
CONTAINING: 4.91 ACRES

Parcel 2:

BEGINNING AT A POINT WHICH IS LOCATED WEST 1419.00 FEET AND NORTH 181.80 FEET FROM THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N53°14'25"W 431.71 FEET; THENCE N42°28'13"E 512.23 FEET; THENCE SOUTH 636.20 FEET TO THE POINT OF BEGINNING.
CONTAINING: 2.53 ACRES

3. The sale is contingent on the Federal Aviation Administration (FAA) providing

funding for the airport runway expansion.

4. City will pay appraised value for the Property, based upon an industrial zoning designation. City will obtain and pay for an appraisal by an appraiser meeting FAA qualifications.

5. Williams has the option, based on appraised value, to sell the remainders of Parcel 1 and Parcel 2, as shown on Exhibit A, attached hereto and incorporated herein by reference. City will purchase the remainders of Parcel 1 and Parcel 2 only if FAA is willing to fund 90% of the purchase price.

6. The full purchase price is due at closing. Each party shall be responsible for their own closing costs.

7. City will also perform the following as part of the consideration:

A. Perform the survey work and complete the application to annex Parcel 2, Parcel 2 Remainder, and Parcel 3, as shown on Exhibit A, into Spanish Fork City, with a request for industrial zoning.

B. Process the annexation application and hold a public hearing before the Spanish Fork City Council to consider the annexation.

C. If Williams does not exercise the option to sell the remainder of Parcel 1 and 2, guarantee that they are capable of being fully irrigated, to the same extent they were irrigated during the 2012 irrigation season.

D. Provide Williams the first option to lease back the property for agricultural operations, if City determines to lease the property for other than airport purposes. Lease amounts shall be at market rates.

E. Perform the survey work and prepare the deeds to accomplish a boundary line

agreement with the neighboring property to the north to clean up property line discrepancies and match fence lines and possession. Williams shall have the obligation to contact the property owners and complete the property line adjustment.

8. The closing will take place on or before March 31, 2013. Possession shall be transferred at the time of closing.

9. The title to the property being conveyed shall be pursuant to a warranty deed and shall be vested in the names of Spanish Fork City and Springville City.

10. The parties agree to use Title West Insurance Company to provide a commitment for standard coverage title insurance in the amount of the purchase price. The policy shall insure that City shall be the fee simple owner of good and marketable title free and clear of all liens and encumbrances and subject to the standard exceptions as shown on the title policy. Each party shall have three (3) days after receipt of the commitment of title insurance and all relevant documents to notify the other in writing of any objections to the title. If no objection is made, all items shall be deemed permitted. If any exceptions to title are made, the other party shall have until closing to cure such exception. If exceptions are unable to be cured, the party so excepting may choose to void this agreement or to proceed with the exceptions. If voided, all obligations of the parties shall cease and this agreement shall be void without further recourse to the parties hereto.

11. City has heretofore investigated the property and determined that it is suitable for its purposes. City therefore accepts the property "as is."

12. Williams warrants and represents as follows:

A. That no person or entity claiming under, by, or through Williams has any option or contract to purchase any or all of the property to be sold or any interest therein.

B. The property will be free and clear of any mechanics liens resulting from work

performed on or with respect to the property prior to such conveyance.

C. Williams has not received written notice from any governmental body claiming any current violations of any hazardous material law, or requiring compliance with hazardous material law, or demanding payment or contribution for environmental damage or injury to natural resources. For this purpose, hazardous material law means any State or Federal statute applicable to the property relating to the installation, use, storage, release, generation, discharge, disposal, treatment, handling, or transportation of hazardous materials.

D. Williams, nor to his knowledge any previous owner, tenant, or occupant of the property, has engaged in or permitted operations or activities upon or allowed any use or occupancy of the property for the purpose or in any way involving the handling, manufacturing, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any hazardous materials, except for agricultural fertilization.

E. In the event, at any time prior to closing, that any party learns that any of the aforesaid representations and warranties are no longer valid, such party shall immediately notify the other in writing. The party so notified shall then have the option to proceed with this agreement subject to the changed conditions, or to void this agreement and have no further obligation to the other party.

13. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superseded hereby. This agreement may only be amended by a written agreement entered into between the parties.

14. Time is of the essence of this agreement. In case either party fails to perform the requirements of this agreement, at the time performance is required, the other party may, at its

election, terminate the agreement.

15. The obligations of the parties to this agreement shall survive the closing and shall not be merged into or become a part of any of the documents executed and delivered at closing.

16. If any action, suit, or proceeding is brought by a party with respect to a matter governed by this agreement, all costs and expenses of the prevailing party in such action, suit, or proceeding, including reasonable attorney's fees, shall be paid by the non-prevailing party.

17. All risk of loss or damage to the property shall be borne by the seller until possession exchanges.

DATED this ____ day of January, 2013.

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, Recorder


KEITH A. WILLIAMS

Exhibit A



1" = 600 Ft

Legend

- Spanish Fork Boundary
- Williams Properties To Be Deeded to SFC
- Williams Properties To Be Deeded to SFC Remainder Parcels
- Williams Properties To Be Annexed
- Roads**
- Other Roads
- Not Paved
- Paved
- Railroad
- County SF Parcels
- Rivers
- Mapleton
- Payson
- Salem
- Springville

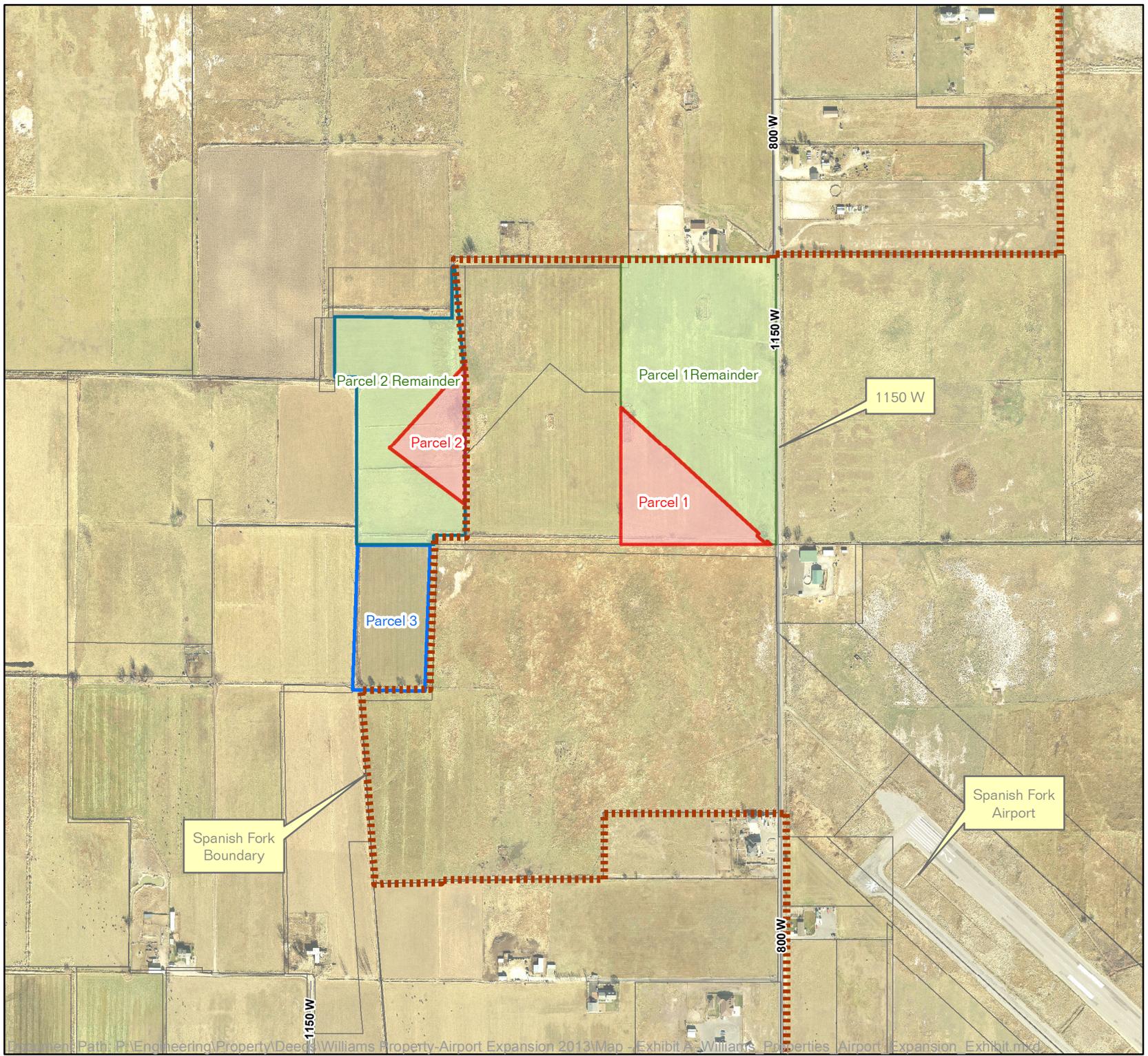
Print Date: 1/18/2013



GEOGRAPHIC INFORMATION SYSTEMS

Spanish Fork City GIS
 40 South Main St
 Spanish Fork, UT 84660
 GIS Phone Numbers;
 (801) 804-4571 (Administrator)
 (801) 804-4570 (Interns)

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STAFF REPORT

DATE: 2/14/2013

TO: Honorable Mayor and City Councils

FROM: Cris Child

SUBJECT: RICK HANSEN HOME AND LAND PURCHASE AGREEMENT

RECOMMENDED MOTION

Approval

BACKGROUND

The South Turnaround on 800 West Street where the road is being closed for the "Runway 30 Shift and Extension" is located on this property. Negotiations and Appraisals have been completed and a portion of the Phase 1 FAA grant is earmarked for this purchase.

DISCUSSION

An appraisal and review appraisal has been completed establishing the Fair Market Value for this property at \$320,000.00.

ALTERNATIVES

1. Approve the agreement and proceed with the runway expansion or 2. Deny the agreement and have the runway expansion project come to end in the foreseeable future.

FISCAL IMPACT

\$320,000.00 plus relocation expenses in accordance with Federal Guidelines. This expenditure is incorporated into the project costs of which 90% is paid by the Federal Government Grant, 5% is paid by the Utah State Department of Transportation Grant and the remaining 5% will be paid from the Airport Capital Improvement Fund as Budgeted.

Name Cris Child

Title Airport Manager

CITY COUNCIL AGENDA

9. INSPECTION. Seller agrees to provide Buyer on or before NA, with a Seller's Property Disclosure form completed by Seller to the best of Seller's current actual knowledge. Buyer or any designee shall have the right to have inspection(s) of the physical condition of the Property and Inclusions, at Buyer's expense. If written notice of any unsatisfactory condition, signed by or on behalf of Buyer, is not received by Seller on or before NA, 2003 (Objection Deadline), the physical condition of the Property and Inclusions shall be deemed to be satisfactory to Buyer. If such notice is received by Seller as set forth above, and if Buyer and Seller have not agreed, in writing, to a settlement thereof on or before NA (Resolution Deadline), this contract shall terminate three calendar days following the Resolution Deadline; unless, within the three calendar days, Seller receives written notice from Buyer waiving objection to any unsatisfactory condition. Buyer is responsible for and shall pay for any damage which occurs to the Property and Inclusions as a result of such inspection.

10. DATE OF CLOSING. The date of closing shall be no later than December 31, 2013. The hour and place of closing shall be as designated by Buyer.

11. TRANSFER OF TITLE. Subject to tender or payment at closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient Warranty deed to Buyer, on closing, conveying the Property free and clear of all taxes except the general taxes for the year of closing. Title shall be conveyed free and clear of all liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not; except (i) distribution utility easements (including cable TV), (ii) those matters reflected by the Title Documents accepted by Buyer in accordance with subsection 8(a), (iii) those rights, if any, of third parties in the Property not shown by the public records in accordance with subsection 8(b), (iv) inclusion of the Property within any special taxing district, and (v) subject to building and zoning regulations.

12. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid at or before closing from the proceeds of this transaction or from any other source.

13. CLOSING COSTS, DOCUMENTS AND SERVICES. Buyer shall pay, in Good Funds, closing costs and all other items required to be paid at closing, except as otherwise provided herein. Buyer and Seller shall sign and complete all customary or required documents at or before closing.

14. PRORATIONS. General taxes for the year of closing, based on the taxes for the calendar year immediately preceding closing, rents, water and sewer charges, owner's association dues, and interest on continuing loan(s), if any, shall be prorated by date of closing.

15. POSSESSION. Possession of the Property shall be delivered to Buyer on date of closing. If Seller, after closing, fails to deliver possession on the date herein specified, Seller shall be subject to eviction and shall be additionally liable to Buyer for payment of \$ N/A per day from the date of agreed possession until possession is delivered.

16. CONDITION OF AND DAMAGE TO PROPERTY. Except as otherwise provided in this contract, the Property and Inclusions shall be delivered in the condition existing as of the date of this contract, ordinary wear and tear excepted. In the event the Property shall be damaged by fire or other casualty prior to time of closing, Buyer shall be entitled to credit for all the insurance proceeds resulting from such damage to the Property and Inclusions, not exceeding, however, the total purchase price. Should any Inclusion(s) or service(s) fail or be damaged between the date of this contract and the date of closing or the date of possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion(s) or service(s) with a unit of similar size, age and quality, or an equivalent credit, less any insurance proceeds received by Buyer covering such repair or replacement. The risk of loss for any damage to growing crops, by fire or other casualty, shall be borne by the party entitled to the growing crops, if any, as provided in Section 2 and such party shall be entitled to such insurance proceeds or benefits for the growing crops, if any.

17. TIME OF ESSENCE/REMEDIES. Time is of the essence hereof. If any payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) **IF BUYER IS IN DEFAULT:** Seller may elect to treat this contract as cancelled, in which case all payment and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may recover such damages as may be proper, or Seller may elect to treat this contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

(b) **IF SELLER IS IN DEFAULT:** Buyer may elect to treat this contract as cancelled; in which case all payments and things of value received hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this contract as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

(c) **COSTS AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation arising out of this contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

18. RECOMMENDATION OF LEGAL COUNSEL. By signing this document, Buyer and Seller acknowledge that this document has important legal consequences and each has had the opportunity to consult with legal, tax or other counsel before signing this contract.

19. NOTICE TO BUYER. Any notice to Buyer shall be effective when received by Buyer.

20. NOTICE TO SELLER. Any notice to Seller shall be effective when received by Seller.

21. MODIFICATION OF THIS CONTRACT. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

22. ENTIRE AGREEMENT. This contract constitutes the entire contract between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this contract.



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: February 15, 2013
Re: Powerhouse Road Drain Line 2013, Bid Award

Staff Report

This project is to install the drain line pipe from the Powerhouse Road diversion to the golf course pressurized irrigation pond. We budgeted \$200,000 for this project but the low bid came in at \$207,387.50. We had planned to turn \$141,126 back to retained earnings this year in the pressurized irrigation budget so some of that money would be used to make up the difference.

We recommend that the city council award this bid to RB Construction in the amount of \$207,387.50.

Attached: bid tabulation



SPANISH FORK CITY

Powerhouse Rd Drainline 2013

February 12, 2013

Bid Tabulation

Note: Bids shall include sales tax and all other applicable taxes and fees.

				RB Const	Lyndon Jones	Cody Ekker	Johnston & Phillips	Sunroc	Vancon	BD Bush	S&L Inc	AVG
NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Mobilization	1	LS	\$24,000	\$28,500	\$25,000	\$14,000	\$60,000	\$51,500	\$44,000	\$21,000	\$33,500.00
2	15" RCP w/ Trench Patch	45	LF	\$80.00 \$3,600.00	\$58.00 \$2,610.00	\$75.00 \$3,375.00	\$115.00 \$5,175.00	\$73.00 \$3,285.00	\$165.00 \$7,425.00	\$82.00 \$3,690.00	\$87.50 \$3,937.50	\$91.94
3	24" RCP w/ Trench Patch	200	LF	\$98.00 \$19,600.00	\$125.00 \$25,000.00	\$80.00 \$16,000.00	\$104.00 \$20,800.00	\$104.00 \$20,800.00	\$85.00 \$17,000.00	\$91.00 \$18,200.00	\$80.00 \$16,000.00	\$95.88
4	24" C-905 w/ Trench Patch	1215	LF	\$80.00 \$97,200.00	\$97.00 \$117,855.00	\$120.00 \$145,800.00	\$124.00 \$150,660.00	\$118.00 \$143,370.00	\$125.00 \$151,875.00	\$119.00 \$144,585.00	\$205.00 \$249,075.00	\$123.50
5	4" C-900	150	LF	\$70 \$10,500.00	\$24 \$3,600.00	\$30 \$4,500.00	\$33 \$4,950.00	\$23 \$3,450.00	\$32 \$4,800.00	\$85 \$12,750.00	\$65 \$9,750.00	\$45.25
6	6" C-900	150	LF	\$73.25 \$10,987.50	\$32.00 \$4,800.00	\$35.00 \$5,250.00	\$37.00 \$5,550.00	\$27.00 \$4,050.00	\$35.00 \$5,250.00	\$85.00 \$12,750.00	\$67.00 \$10,050.00	\$48.91
7	2" Water Service	1	EA	\$7,300	\$5,055	\$5,000	\$6,500	\$8,600	\$7,950	\$8,453	\$10,500	\$7,419.75
8	24" Waterman C20 Gate	1	EA	\$4,000	\$3,400	\$3,000	\$3,000	\$3,400	\$2,975	\$2,475	\$3,700	\$3,243.75
9	Meter Box (4' x 6' Vault)	1	EA	\$6,100.00	\$5,300.00	\$3,000.00	\$3,600.00	\$3,500.00	\$4,800.00	\$3,725.00	\$3,300.00	\$4,165.63
10	72" Pre-Treatment Manhole	2	EA	\$8,500 \$17,000.00	\$3,450 \$6,900.00	\$7,000 \$14,000.00	\$5,485 \$10,970.00	\$5,600 \$11,200.00	\$5,400 \$10,800.00	\$7,315 \$14,630.00	\$7,000 \$14,000.00	\$6,218.75
11	48" Storm Drain Manhole	1	EA	\$4,000	\$1,715	\$2,000	\$2,250	\$2,500	\$2,495	\$2,150	\$3,600	\$2,588.75
12	Outlet Structure	1	EA	\$3,100.00	\$5,500.00	\$2,500.00	\$2,450.00	\$2,400.00	\$2,995.00	\$2,815.00	\$3,400.00	\$3,145.00
GRAND TOTAL:				\$207,387.50	\$210,235.00	\$229,425.00	\$229,905.00	\$266,555.00	\$269,865.00	\$270,223.00	\$348,312.50	
				\$2,847.50								

ORDINANCE NO. 03-13

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 03-13

ORDINANCE VACATING A PORTION OF WILLIAMS LANE

WHEREAS, Williams Lane is a dirt road which, in the past, has provided access to agricultural lands in the north part of Spanish Fork City; and

WHEREAS, with the growth of the City, those agricultural lands now have access through other, paved, city streets; and

WHEREAS, the City has received a request to vacate a portion of Williams Lane to accommodate the expansion of a business located adjacent to Williams Lane by adding another building; and

WHEREAS, with other, paved, access available, it makes both economic and

practical sense to vacate the portion of Williams Lane from its intersection with Chapple Drive eastward and northward; and

WHEREAS, a public hearing to vacate a street was held on Tuesday, the 19th day of February, 2013, with notice given in accordance with Utah Code Annotated §10-9a-208; and

WHEREAS, the Council finds it is in the best interest of the public to vacate a portion of Williams Lane for the reasons set forth hereinbefore;

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

I.

The portion of Williams Lane located east and north from its intersection with Chapple Drive, and more particularly described (Centerline of right-of-way) as follows:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF CHAPPEL DRIVE WHICH IS LOCATED S00°17'58"E ALONG THE SECTION LINE 370.17 FEET AND WEST 1466.17 FEET FROM THE EAST QUARTER CORNER OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S89°54'42"E 5.92 FEET; THENCE S86°52'41"E 372.76 FEET; THENCE S86°30'49"E 258.05 FEET; THENCE ALONG THE ARC OF A 75.00 FOOT RADIUS TO THE LEFT 93.78 FEET; (CHORD BEARS: N57°39'58"E 87.79 FEET); THENCE N21°50'44"E 271.18 FEET; THENCE N22°11'47"E 258.65 FEET TO THE EXISTINT FIELD FENCE AND THE POINT OF TERMINUS, SAID POINT BEING LOCATED N00°17'18"W ALONG THE SECTION LINE 131.98 FEET AND WEST 555.08 FEET FROM THE EAST QUARTER CORNER OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

is hereby vacated.

II.

The property shall revert to ownership of the adjacent property owners based upon their contribution to the right-of-way of Williams Lane.

III.

This ordinance is effective twenty days after passage and publication.

DATED this 19th day of February, 2013.

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder



MAP AMENDMENT

REPORT TO THE CITY COUNCIL

AIRPORT EXPANSION GENERAL PLAN AND ZONING MAP AMENDMENT APPROVAL REQUEST

- Agenda Date:** February 19, 2013
- Staff Contacts:** Dave Anderson, Community Development Director.
- Reviewed By:** Development Review Committee.
- Request:** To change the General Plan and Zoning Map from Agriculture and Exclusive Agriculture to Industrial and Industrial 1.
- Zoning:** Exclusive Agriculture existing, Industrial proposed.
- General Plan:** Agriculture existing, Industrial 1 proposed.
- Location:** Approximately 1150 West 3200 North.

Background Discussion

Spanish Fork City is proposing to make changes to the City's General Plan and Zoning maps in an effort to help facilitate the expansion of the runway at the airport.

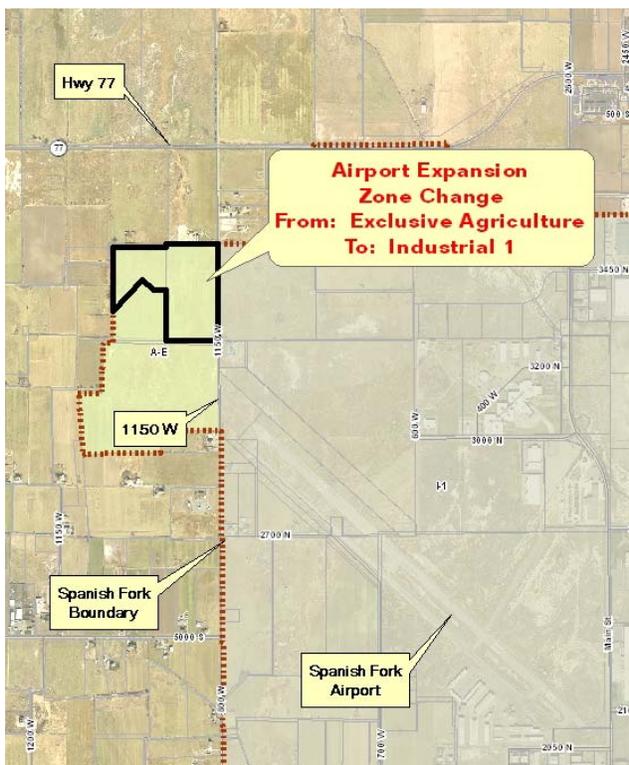
Two distinct proposals are made in connection with this project. One proposal is to amend the City's General Plan Map. Ideally, Zoning Map Amendments would be made so they conform to the General Plan Map. In this case, staff believes it is most appropriate, although not required, to amend the General Plan Map to expand the Industrial designation before changing the Zoning Map. An image provided in this report describes how staff feels the General Plan Map should look relative to industrially designated land surrounding the airport. At present, the General Plan Map designates all land west of 1150 West as Agricultural.

The second proposal involves amending the Zoning Map so as to designate two specific parcels as Light Industrial.

Staff understands that a property owner believes he was told by a City representative that their property would be zoned Industrial 1 when he consented to have his property annexed. The annexation of these properties was approved in May of 2011. Staff understands the proposed changes are proposed accommodate the wishes of this property owner.

Staff does not believe the proposed changes will have a substantial impact on the land use pattern of the properties in the surrounding area. In staff's view, there is currently very little development potential in this area as most of the infrastructure needed for development is still far from the subject properties. Staff recommends that the proposed changes be approved.

Development Review Committee



The Development Review Committee reviewed this proposal in their December 19, 2012 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

Airport Expansion

Applicant: Spanish Fork City

General Plan: Agriculture existing, Industrial 1 proposed

Zoning: Exclusive Agriculture existing, Industrial 1 proposed

Location: 1500 North 3200 West

Mr. Anderson explained that 800 West was the dividing line between properties that are planned to be developed industrially and properties that will remain agriculture uses. The proposed General Plan change would expand the lands that would be potentially developed industrially. The proposed Zone Map Amendment involves properties that were annexed into the City in 2011, and includes all of the properties in the Lindbergh Annexation that are not owned by the City or the airport.

Mr. Baker **moved** to recommend that the Planning Commission **change** the General Plan to show the property around the runway as Industrial and that the part of the City limits, just north of the western extension of the runway, to be rezoned from Exclusive Agriculture to Industrial 1. Mr. Peterson **seconded** and the motion **passed** all in favor.

Planning Commission

The Planning Commission reviewed this request in their February 6, 2013 meeting and recommended that both the proposed General Plan Amendment and Zoning Map Amendment be approved.

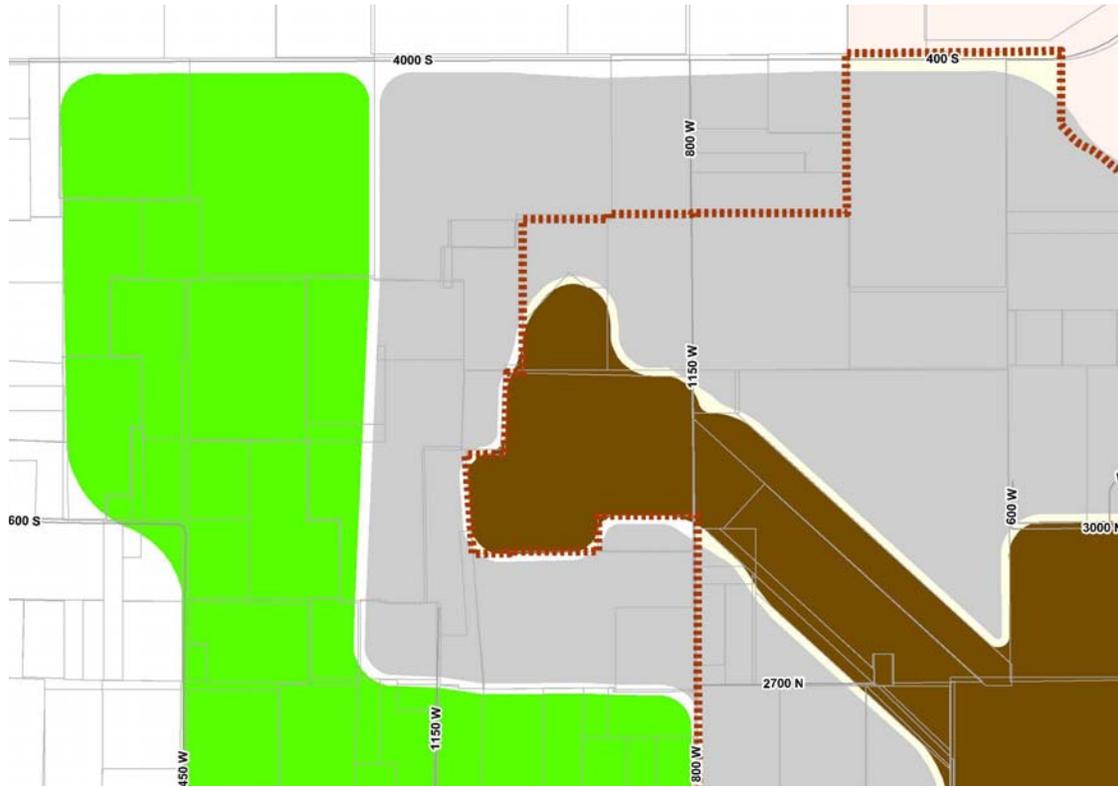
Budgetary Impact

Staff does not anticipate any significant budgetary impact with either approving or not approving the proposed amendment.

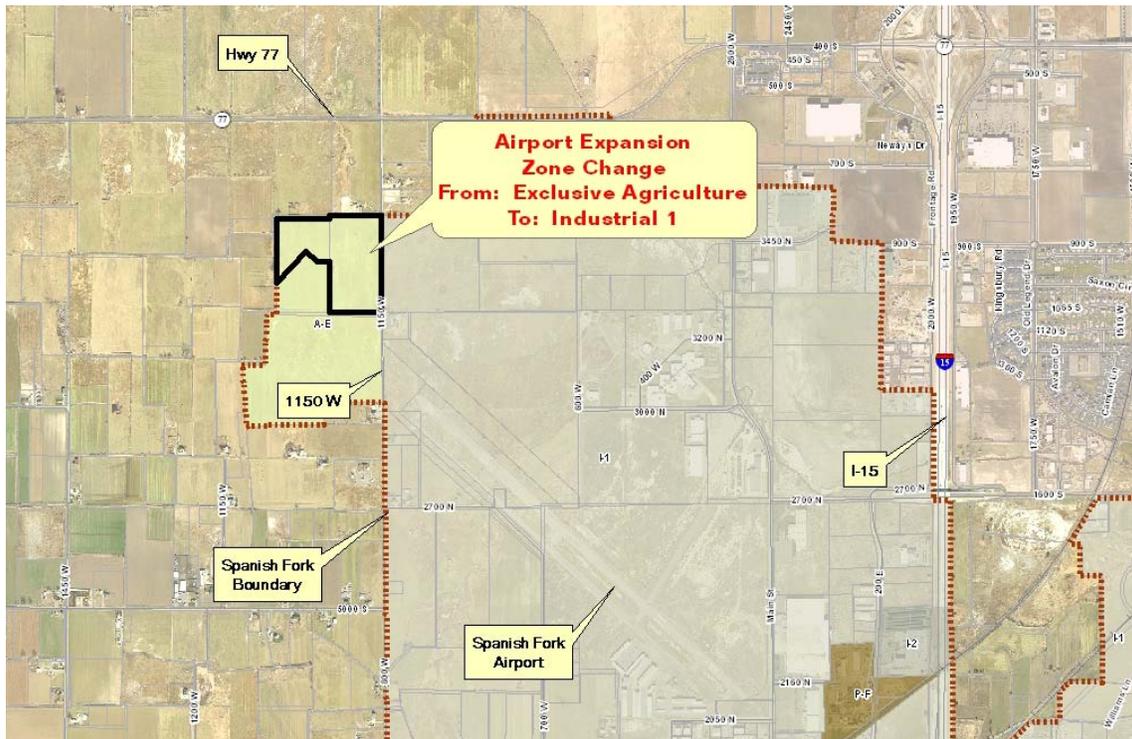
Recommendation

Staff recommends that the proposed General Plan Amendment and Zone Change be approved.

Map of proposed General Plan Map Amendment:



Map of proposed Zoning Map Amendment:





AGENDA REQUEST FORM

Date of Meeting Requested to Attend: February 19, 2013

All forms must be completed and returned by NOON the Tuesday before the Council Meeting requested. Thank you.

Name: Kena Jo Mathews, Rick McBride — Habitat for Humanity of Utah County

Address: 340 South Orem Blvd., Orem, Utah 84057

Phone Number: 801-344-8527

Please list the subject and detailed information regarding your request:

Habitat for Humanity of Utah County would like to open a ReStore Home Improvement Outlet in the Arrowhead Center in Spanish Fork but cannot afford to pay current market rent at this time.

We have run a successful ReStore in Utah County for almost six years. The ReStore is a donation driven retail store similar to Deseret Industries. We sell new and used building material, furniture and appliances with proceeds benefiting our affordable housing mission. The ReStore also helps the community by providing reduced prices items for renovation and repair and by reducing landfill waste. We have grown out of our Orem location and have been looking to open satellite stores in North and South County.

The owner of the Spanish Fork property, Fritzi Realty, has agreed to a greatly reduced rent including months of free rent to make it possible for Habitat for Humanity to occupy the property. If the Realty agrees to Habitat's reduced rent needs, they cannot afford to make the site upgrades required by the December 7, 2010 Site Plan Phasing Agreement entered into between Spanish Fork City and Fritzi Realty, which was previously approved by this Council.

Fritzi Realty has proposed an Amendment to Site Plan Phasing Agreement in order to achieve this. This amendment has been reviewed by City Attorney, Junior Baker, and it is our understanding that he is in agreement with its form, subject to this Council's approval.

We ask that the Spanish Fork City Council approve the amendment proposed by Fritzi Realty which would allow Habitat for Humanity to open a new ReStore in Spanish Fork and help further our affordable housing mission in the community.

Kena Jo Mathews
Signature

2/13/13
Date

Angie Warner

From: Dave Oyler <daveo@spanishfork.org>
Sent: Friday, February 15, 2013 3:12 PM
To: 'Angie Warner'; 'Dave Anderson'
Subject: FW: Arrowhead Center

From: Bob Tandler [<mailto:Bob@FRLTY.COM>]
Sent: Friday, February 15, 2013 2:30 PM
To: Mayor Wayne Anderson [REDACTED] daveo@spanishfork.org; danderson@spanishfork.org
Cc: Rick McBride (rmcbride@habitatuc.org); 'Junior Baker'
Subject: Arrowhead Center

Fritzi Realty
3490 California St.
San Francisco, CA 94118

Mayor Wayne Anderson
City Manager Dave Oyler
Development Director Dave Anderson
Spanish Fork City Hall
40 S. Main St.
Spanish Fork, UT 84660

Dear Wayne, Dave and Dave,

We have been contacted by Habitat for Humanity who would like to open a new ReStore at our Arrowhead Center in Spanish Fork. As you know, Fritzi Realty has wanted to find a use for our building which would have a community service purpose. Because of their humanitarian and community service purposes, and because they have extremely limited resources, we are willing to lease the premises to Habitat for Humanity on a deeply discounted basis, basically a breakeven, which is all they can afford. The only way this can work is if Spanish Fork does not require Fritzi Realty to upgrade the neighboring streets and sidewalks or install other Capital Improvements as required by the Site Plan Phasing Agreement between Fritzi and the City of Spanish Fork.

As you know, this Agreement would require Fritzi to upgrade Cal Pac or Arrowhead, which would cost approximately \$250,000-350,000 if Fritzi leases over 70,000sf in The Arrowhead Center. We currently have approximately 68,500sf leased and we are looking at leasing an additional 29,000sf to Habitat for Humanity. We would like to bring Habitat for Humanity into the neighborhood as we believe they would bring great value to the community and help stabilize the building. Because of this, we have agreed to a very aggressive rate, basically at our cost + several months of free rent to help them with the cost of improving the premises to make it functional for their needs based upon a 2-3 year term. Because of that short term and the breakeven rent, Fritzi Realty is unable to afford to pay for the Capital offsite improvements that would be triggered by their Tenancy in our building.

Habitat for Humanity and we all hope that the City will be willing to work with us to make this happen and allow them to move into the premises without triggering these costs and expenses.

We understand that this matter may be on your City Council agenda on Feb 19th. We hope you will support it.

Sincerely,
Fritzi Realty

By, Bob Tandler, Co-CEO
Cc: Kena Jo Mathews
Junior Baker, Esq.

William Fangel
1526 Cal Pac Avenue
Spanish Fork, UT 84660

Mr. Dave Oyler
Mr. Dave Anderson
Mayor Wayne Anderson
Spanish Fork City Hall
40 S. Main St.
Spanish Fork, UT 84660

Gentlemen,

My family and I live adjacent to the Fritzi Realty Arrowhead Center property located on Cal Pac Avenue in Spanish Fork. I am writing this letter to advise Spanish Fork city officials that we do not need a masonry wall built between our property and the Fritzi Realty property.

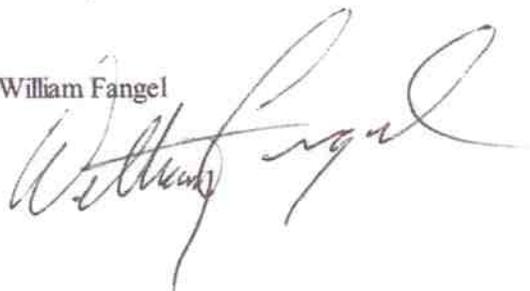
The construction of this wall is unnecessary to protect our privacy or otherwise separate or shield our property from Fritzi's neighboring property. There are no activities or operations occurring on Fritzi's property which would require this wall to be built.

It is unnecessary to require Fritzi to build this wall and incur this unnecessary expense and obligation.

I am writing this letter as a good neighbor to Fritzi and for no other reason.

Sincerely,

William Fangel

A handwritten signature in black ink, appearing to read 'William Fangel', written in a cursive style.

**AMENDMENT TO
SITE PLAN PHASING AGREEMENT**

This Amendment to Site Plan Phasing Agreement (“Amendment”) is entered into this 19th day of February, 2013, by and between Fritz Realty, Inc., a California corporation authorized to do business in the State of Utah, hereinafter referred to as the "**Owner**", and Spanish Fork City, a municipal corporation of the State of Utah, hereinafter referred to as the "**City**." Owner and City are hereinafter referred to collectively as the "**Parties**," or individually as a "**Party**."

RECITALS:

WHEREAS, the Owner and the City entered into a Site Plan Phasing Agreement on December 7, 2010 (the “Agreement”); and

WHEREAS, The Owner and the City desire to amend said Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the representations and actions of the parties hereto and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **AMENDMENT.**

1.1 The aforesaid “Agreement” shall be amended as follows:

2. **OWNER'S RESPONSIBILITY.**

4.3 Section 4.3 and 4.4 shall be amended to state as follows:

The improvements required to be installed with Phase 1 are electrical upgrades to the entire building to satisfy life and safety concerns under the Fire Code and electrical upgrades to the portion of the building to be used to meet the needs of Owner and/or its tenant. The improvements required to be installed with Phase 2 include all of the improvements along Arrowhead Trail, as shown on the site plan, plus any parking lot improvements needed to accommodate the portion of the building being used in Phase 2. The improvements required to be installed with Phase 3 include all of the improvements along Cal Pac Avenue, as shown on the site plan, together with all other improvements required by City’s Development Standards which are not yet installed.

4.4 Any usage beyond 110,000 square feet will trigger the Phase 2 improvements. Any usage beyond 160,000 square feet will trigger the Phase 3 improvements.

3. **INTEGRATION.**

3.1 In all other respects, and except as specifically set forth herein, the aforesaid

Agreement shall be in full force and effect without any change or amendment

3.2 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall comprise but a single instrument.

4. **COOPERATION.**

4.1 The Parties shall cooperate together, take such additional actions, sign such additional documentation, and provide such additional information as is reasonably necessary to accomplish the objectives set forth herein.

4.2 In the event of any conflict between the terms of this Agreement and those of any document referred to herein, this document shall govern.

Wherefore, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

FRITZI REALTY by

Bob Tandler

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

ATTEST:

KENT R. CLARK, City Recorder



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: February 15, 2013
Re: Airport Layout Plan Update

Staff Report

The Springville/Spanish Fork Airport received an FAA grant to update their airport layout plan. This update has been presented to the airport board on February 1, 2012.

The layout plan is quite large so we have posted it on the Spanish Fork City website at:

<http://www.spanishfork.org/dept/airport/>

The following is a list of the significant proposed changes in the layout plan:

1. Existing pavement strength updated from 24,000 lbs. Single Wheel Gear (SWG) to 36,000 lbs. SWG;
2. Existing runway markings updated from visual to non-precision;
3. Future runway length increased from 6,020 feet to 6,500 feet;
4. Wetland area boundaries revised;
5. Elimination of 1150 West Replacement Road for 800 West closure;
6. Ultimate Airport Reference Code (ARC) shown as C-II (Gulfstream 350 design aircraft);
7. Ultimate pavement strength increased from 36,000 lbs. Dual Wheel Gear (DWG) to 70,000 lbs. DWG;
8. Ultimate runway length shown as 7,250 feet;
9. Ultimate shift of Runway 30 to the northwest 1,700 feet in order to accommodate ARC C-II;
10. Extension of Taxiway B to the ultimate end of Runway 12;



12. Reconfiguration and refinement of Airport Industrial Park development including two heliports, hangar expansion along North Main Street and roadway access for vehicle traffic;
13. Inclusion of a future north terminal area; and
14. Installation of a future Automated Weather Observation System (AWOS) on the northwest end of the airport.

We recommend that the city council approve this airport layout plan update.

ORDINANCE NO. 04-13

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. SCOUBES <i>Council member</i>		

I MOVE this ordinance be adopted:

I SECOND the foregoing motion:

ORDINANCE No. 04-13

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

one hundred twenty dollars (\$120.00) per year. 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. Home deliveries are also allowed in any residential zone.
 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 19th day of February, 2013.

G. WAYNE ANDERSEN, Mayor

Attest:

Kent R. Clark, City Recorder