



AMENDED CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on June 17, 2008**.

AGENDA ITEMS:

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

- a. Pledge

2. PUBLIC COMMENTS:

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

3. COUNCIL COMMENTS:

4. PUBLIC HEARINGS: 6:00 p.m.

- a. *Amended Preliminary Plat for Spanish Trails
- b. *Revisor Zone Change

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 – June 3, 2008
- b. *Ratification of the FAA Grant Agreement for Airport Runway Improvements
- c. *Spanish Fork-Springville Airport Notice of Award

6. NEW BUSINESS:

- a. *Academy Park Plat "A" Amended Preliminary Plat – Dave Anderson
- b. Budget Adoption FY 2009
- c. *Ordinance Increasing Telephone Franchise Tax
- d. *Police Cost of Living Retirement Resolution – Dee Rosenbaum
- e. *Branding Contract – North Star – Seth Perrins
- f. *Amendment to Lease Agreement with New Cingular Wireless – Junior Baker
- g. *Sewer Interlocal Agreement with Salem – Richard Heap
- h. *Purchase for Satellite Fire Station Land and Electric Substation - Richard Heap
- i. *Crab Creek Waterline PRV – Richard Heap
- j. *NRCS Grant Agreement Amendment #2

7. ADJOURN TO RDA MEETING:

8. EXECUTIVE SESSION:

- a. Potential Litigation

ADJOURN:

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

Notice is hereby given that:

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

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



REPORT TO THE CITY COUNCIL SPANISH TRAILS PRELIMINARY PLAT AMENDMENT

Agenda Date: June 17, 2008

Staff Contacts: Dave Anderson, Planning Director

Reviewed By: Development Review Committee

Request: The applicant, Highland Homes, is requesting that a previously approved Preliminary Plat be amended so as to include a site for a religious institution.

Zoning: R-1-8

General Plan: Residential 5.5 to 8 Units Per Acre

Project Size: 21.31 acres

Number of lots: 113

Location: 500 South Spanish Trails Boulevard

Background Discussion

The proposed Amended Preliminary Plat contains 113 residential units and a 4.2-acre parcel for a religious institution. The original Preliminary Plat contained 141 residential units and lands for no other uses.

As required, the applicant held a neighborhood meeting on April 25, 2008. A record of attendees and comments from that meeting are attached to this report.

Development Review Committee

The Development Review Committee reviewed this request in their June 4 meeting and recommended that it be approved.

Planning Commission

The Planning Commission reviewed this request in their June 4 Meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

Spanish Trails Plat C Amended Preliminary Plat

Applicant: Highland Homes

General Plan: Residential 5.5 to 8 Units Per Acre

Zoning: R-1-8

Location: 500 South Spanish Trails Boulevard

Mr. Anderson gave background on the development and explained that the amendments to the plat were to create a lot to accommodate the potential use of a meeting house for the LDS Church and the widening of the collector class street to meet the City's requirements.

Discussion was held regarding the Spanish Fork Trail Master Plan, whether or not there would be any access to the ball fields, the retention basin, and what plats had been approved versus recorded.

Commissioner Huff invited public comment.

Humi Eddington



Ms. Eddington expressed her concerns regarding traffic, parking, and access. She said she feels there is not enough ingress and egress.

Mr. Anderson explained that the applicant was entitled to build what had been presented and that the City could not change anything with regard to the other Spanish Trails plats. He further explained that access had not changed.

Brenda McCarron

Ms. McCarron asked for clarification on the proposal and if the big lot that was being created was indeed for a LDS Church. Mr. Anderson concurred. Ms. McCarron then asked for clarification on the retention basin. She felt it was to be a private park but that it was recorded as being deeded to the City.

Gordon Jones

Mr. Jones said he had not seen the plat but thought that it was recorded as being private. Mr. Jones said that if the city wants it to be private he will amend the plat to reflect that.

Ms. McCarron explained the history of Spanish Trails and the reason for the crash gate on Spanish Trails Boulevard.

Discussion was held regarding public safety with regard to the crash gate on Spanish Trails Boulevard.

Judd Hunter

Mr. Hunter asked for clarification on where the crash gate would be and if any other crash gates would or could be built.

Ms Eddington expressed she felt there were state rules regarding access and did not feel they were being met.

Commissioner Huff explained that the City would not allow a proposal to be approved without following the State and City standards regarding access.

Commissioner Lewis disclosed that he had a conflict but that it did not reclude him from being able to vote.

Commissioner Huff **moved** to recommend to the City Council that the Preliminary Plat Amendment be **approved** subject to the following conditions:

Conditions

1. That the applicant meets all conditions of the original approval.
2. That all improvements be installed according to City standards.

Commissioner Lewis **seconded** and the motion **passed** all in favor.

Budgetary Impact

There is no anticipated budgetary impact with the proposed Preliminary Plat amendment.

Recommendation

Staff recommends that the City Council approve the Preliminary Plat Amendment subject to the following conditions:

1. That the applicant meet all conditions of the original approval.
2. That all improvements be installed according to City standards.



Spanish Trails Neighborhood Meeting

April 25, 2008 – 4:00 pm

Held at Spanish Fork City Council Office – Spanish Fork Utah

Attendees:

Ginny DiRaimo
Kellie Nelson
Susan Barber
Brenda McCanon
Kerri Larsen
Joel Harris
Gordy Jones
Angela Young

Topics of Discussion:

- Susan Barber – Question if church site will be accessible from Spanish Trails Boulevard.
 - Answer – YES
- Snow removal will be provided by HOA
- Question if church site is a permitted use in this zone
 - Answer – YES
- General Discussion regarding crash gate on North Spanish Trails Boulevard.
 - No voiced concerns with church site itself

Minutes prepared and submitted:

Joel Harris

SF West Land, LLC



REPORT TO THE CITY COUNCIL REVOIR ZONE CHANGE

Agenda Date: June 17, 2008

Staff Contacts: Dave Anderson, Planning Director

Reviewed By: Development Review Committee

Request: The applicants, Shane and Nicole Revoir, are requesting that the zoning of a 1-acre parcel be changed from Rural Residential to R-1-9.

Zoning: Rural Residential existing, R-1-9 requested

General Plan: Residential 2.5 to 3.5 Units Per Acre

Project Size: 1 acre

Number of lots: N/A

Location: 2870 East Canyon Road

Background Discussion

The subject property is currently zoned Rural Residential. The applicants have requested that the zoning be changed to R-1-9 so as to allow for the development of one additional lot. At present, there is one existing single family home on the one-acre parcel.

The proposed zoning is consistent with the General Plan and with the zoning of the surrounding properties.

Development Review Committee

The Development Review Committee reviewed this request in their May 28 meeting and recommended that it be approved. Draft minutes from the DRC meeting read as follows:

Revoir

Applicant: Shane and Nicole Revoir
 General Plan: Residential 2.5 to 3.5 Units Per Acre
 Zoning: Rural Residential existing, R-1-9 proposed
 Location: 2870 East Canyon Road

Discussion was held regarding the zoning, power, a nuisance strip, and placement of a driveway.

Mr. Thompson **moved to approve** the Revoir Zone Change for Shane and Nicole Revoir. Mr. Nielson **seconded** and the motion **passed** all in favor.

Planning Commission

The Planning Commission reviewed this request in their June 4 Meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

Revoir Zone Change

Applicant: Shane and Nicole Revoir
 General Plan: Residential 2.5 to 3.5 Units Per Acre
 Zoning: Rural Residential existing, R-1-9 proposed
 Location: 2870 East Canyon Road

Mr. Anderson explained the proposal.



Commissioner Lewis asked for clarification on whether or not they could create more than one subdivision.

Mr. Anderson said they would be entitled to create as many lots as they could as long as it met the R-1-9 zoning standards.

Commissioner Huff invited public comment.

Deann Brown

Ms. Brown was concerned with how many units can fit onto the property and would not like more than one more. She said that the nuisance strip ought to be included with the lot because of maintenance issues. She felt the only time the nuisance strip was cleaned up was when she did it. She then expressed that 1350 South was more of a collector class road and needed to be fully plowed.

Mr. Nielson said he would let his snow plow drivers know that.

The real estate agent representing the Revoirs explained that the Revoir's intentions were to create only one lot, that they did not own the nuisance parcel and it was as much a nuisance to them as adjacent property owners and that they were trying to purchase the nuisance strip.

John Hardy

Mr. Hardy asked if duplexes or twin homes would be an allowed use. Mr. Anderson said they were not allowed in the R-1-9 zone.

Commissioner Stroud **moved** to **close** public hearing at 7:39 p.m. Commissioner Lewis **seconded** and the motion **passed** all in favor by a roll call vote.

Mr. Anderson explained how the city deals with nuisance property and who pays for the clean up.

Commissioner Lewis **moved** to recommend to the City Council **approval** of the Revoir Zone Change based on the following findings and subject to the following condition:

Findings

1. That the proposed change is consistent with the General Plan.
2. That R-1-9 zoning is consistent with the surrounding zoning of the surrounding properties.

Condition

1. That the nuisance strip be addressed and resolved.

Discussion was held regarding the nuisance strip.

Commissioner Stroud **seconded** and the motion **passed** all in favor by a roll call vote.

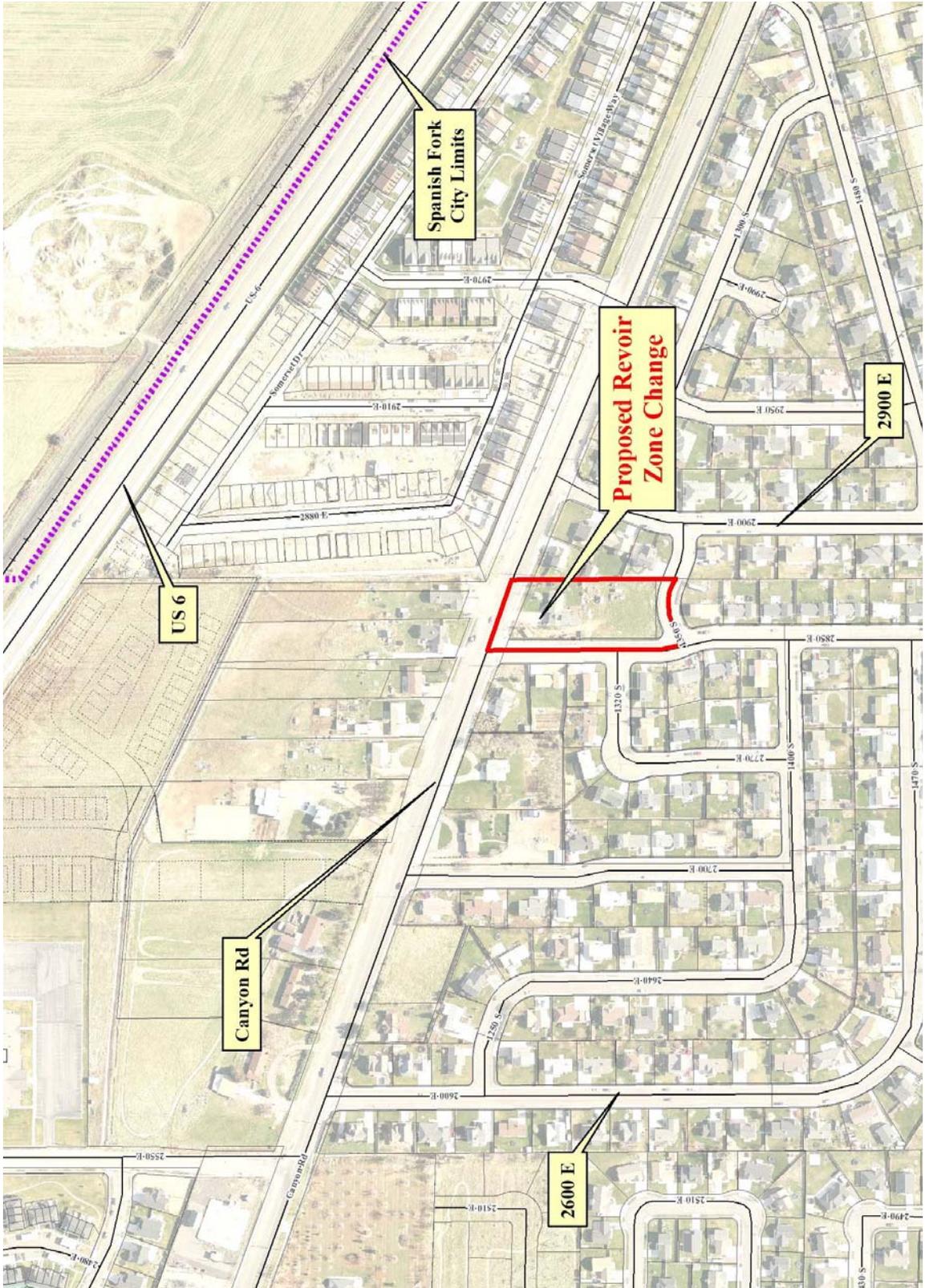
Budgetary Impact

There is no anticipated budgetary impact with the proposed Zone Change.

Recommendation

Staff recommends that the Planning Commission recommend that the Revoir Zone Change be approved based on the following findings:

1. That the proposed change is consistent with the General Plan.
2. That R-1-9 zoning is consistent with the surrounding zoning of the surrounding properties.



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Tentative Minutes
Spanish Fork City Council Meeting
June 3, 2008

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

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

Citizens Present: Lana Creer Harris,

CALL TO ORDER, PLEDGE:

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

Councilman Davis led in the pledge of allegiance.

PUBLIC COMMENTS:

There was no public comment given at this time.

COUNCIL COMMENTS:

Councilman Davis thanked all that helped with the crosses and flags at the cemetery. The program was great.

Councilman Andersen commented on the outstanding program at the cemetery. On behalf of the Council he would like to extend condolences to the Ruth Leifson family for the loss of their son Sterling. He served on many committees in the community including the police court building and fire department. We love and appreciate them and are thinking about them.

Councilman Dart echoed those sentiments, he commented on the program at the cemetery. He congratulated the cemetery crew on how well kept they keep it. The Chamber of Commerce had a seminar discussing fraudulent checks and counterfeit money. They plan on having other seminars in the future. All those that have not yet signed up for the library summer reading program should do so. The South County Animal Shelter Board passed their annual budget at their meeting. Spanish Fork City's share of the costs this year are a little less than what it has been in the past.

Mayor Thomas gave his condolences to the loss of Sterling Leifson. The Golf Course looks great, he said the comments have been overwhelmingly positive. The windmills should be powered up and turning in the next 30 days.

Mr. Perrins gave an update on the recycling program. They already have 335 people signed up for the program through the web registration form. They are working through the frequently asked questions and have made them available on the website. He noted the 2000 people sign up

51 requirement is required by the provider and not the city. They have sent out press releases and
52 will probably send out some more. The pick up will be every other week with this recycle can.
53 The can is larger than the current black garbage cans. The intent of the fee is to cover the cost,
54 the city is not looking to make any money they just want to provide a service.

55

56 **PUBLIC HEARINGS:**

57

58 Councilman Andersen made a **Motion** to open the public hearings. Councilman Dart **Seconded**
59 and the motion **Passed** all in favor at 6:16 p.m.

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61 **Budget FY 2009**

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63 Mr. Clark presented the FY 2009 budget presentation to the Council and the public.

64

65 *Councilman Nielson excused himself early at 6:20 p.m.*

66

67 Mayor Thomas explained about the Power Cost Adjuster and how the City is changing to the
68 monthly adjustment. There were several options and this option had the least monthly impact on
69 the citizens.

70

71 Mr. Clark explained the timeline for the budget adoption process.

72

73 This item was opened for public comment.

74

75 There was no public comment given at this time.

76

77 Councilman Andersen made a **Motion** to close the Public Hearing. Councilman Dart **Seconded**
78 and the motion **Passed** all in favor at 6:53 p.m.

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80 Councilman Andersen explained the Council can comment regarding the budget if they choose
81 to do so now.

82

83 Councilman Dart said as they have been going through this budget he is impressed with the staff
84 and the way they handle the budget.

85

86 Mayor Thomas asked if they will be able to show a percentage of where the funds are used
87 shown on the utility bill.

88

89 Mr. Oyler explained the easiest way would be to put the actual transfer amounts in the
90 newsletter.

91

92 Mayor Thomas would like to see it on the bill and not in the newsletter. He feels the education
93 side of it is valuable. He would like to see the annual amounts on the bill.

94

95 Councilman Andersen stated it will need to be actual numbers and not the budgeted amounts.

96

97 Mayor Thomas asked that the percentage amount be on the bill stating where it is going.

98

99 Councilman Davis would like to show in the newsletter a one time show of how our amounts
100 compare to other cities.

101
102 Councilman Andersen is concerned that a one sentence blurb on the bill will create more
103 confusion instead of educating why, how, and where it all goes. He would much rather see more
104 detailed information sent out in the newsletter, it will give the ability to expand and educate the
105 citizens. If their purpose is to educate people then they need to do it in a form that will not
106 confuse them more.

107
108 **CONSENT ITEMS:**

109
110 **Minutes of Spanish Fork City Council Meeting – May 6, 2008; May 13, 2008 “A”; May 13,**
111 **2008 “B”; May 20, 2008**

112 **Interlocal Cooperation Agreement – Utah County Major Crimes Task Force**
113 **Interlocal Cooperation Agreement – Utah Valley Special Victims Task Force**

114
115 Councilman Dart made a **Motion** to approve the consent items. Councilman Davis **Seconded**
116 and the motion **Passed** all in favor.

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118 **NEW BUSINESS:**

119
120 **Surplus Property**

121
122 Mr. Clark explained this is part of the property the Council set as surplus, the question here
123 tonight is if they would like to sell the truck to another municipality or if they want to put it out
124 on the site and get bids.

125
126 The Council agreed the fair market value is between \$3,000-\$5,000, they are offering \$4,000.
127 They feel that is a good offer and that it should be sold to Levan Town for \$4,000.

128
129 Councilman Davis made a **Motion** to authorize the sale of the 1997 Dodge truck to Levan Town
130 for \$4,000. Councilman Andersen **Seconded** and the motion **Passed** all in favor.

131
132 **ADJOURN TO RDA MEETING:**

133
134 Councilman Andersen made a **Motion** to adjourn to the Redevelopment Agency Meeting.
135 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:07 p.m.

136
137 Councilman Andersen made a **Motion** to adjourn back to the regular meeting. Councilman Dart
138 **Seconded** and the motion **Passed** all in favor at 7:13 p.m.

139
140 **EXECUTIVE SESSION:**

141
142 Councilman Dart made a **Motion** to move to executive session for the purpose of property
143 purchase. Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:13 p.m.

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145
146 **ADOPTED:**

147 _____
Kimberly Robinson, City Recorder

GRANT AGREEMENT

Federal Aviation
Administration

Part I - Offer

Date of Offer: May 28, 2008
Airport: Spanish Fork-Springville
Project Number: 3-49-0034-16
Contract Number: DOT-FA08NM-1041
DUNS #: 802228304

To: The Cities of Spanish Fork and Springville, Utah
(herein called the "Sponsor")

From: The United States of America (acting through the Federal Aviation Administration, herein called the
"FAA")

Whereas, the Sponsor has submitted to the FAA a Project Application dated February 29, 2008 for a grant of Federal funds for a project at or associated with the Parowan Municipal Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

Whereas, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 12/30 (Phase I)

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 95.00 per centum thereof.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$1,650,711. For the purpose of any future grant amendments, which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:
 - \$0 for planning
 - \$1,650,711 for airport development.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before June 13, 2008, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or

other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons, who may arise from, or be incident to, compliance with this grant agreement.

Special Conditions

9. The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the "Current FAA Advisory Circulars Required For Use in AIP Funded and PFC Approved Projects," dated March 21, 2007, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
10. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
11. For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below:

PAVEMENT MAINTENANCE MANAGEMENT PROGRAM

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

- a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:
 - (1) location of all runways, taxiways, and aprons;
 - (2) dimensions;
 - (3) type of pavement, and;
 - (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

- b. **Inspection Schedule.**

- (1) **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspections may be extended to three years.
 - (2) **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.
- c. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:
- (1) inspection date,
 - (2) location,
 - (3) distress types, and
 - (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

- d. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.
- e. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.
12. The Sponsor agrees to perform the following:
- a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:
 - (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
 - (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).

- (4) Qualifications of engineering supervision and construction inspection personnel.
 - (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
 - c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
 - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
13. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - a. may not be increased for a planning project;
 - b. may be increased by not more than 15 percent for development projects;
 - c. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
 14. Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
 15. The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the State of Utah, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.

16. **TRAFFICKING IN PERSONS:**

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

14. The sponsor agrees to monitor progress on the work to be accomplished by this grant. For consultant services, the Sponsor agrees to make payment only for work that has been satisfactorily completed. It is understood by and between the parties hereto that the approximate value of the final project documentation is ten percent (10%) of the total value of the engineering services contract, and that amount will not be paid to the Engineer until acceptable final project documentation is provided.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by Title 49, U.S.C., Subtitle VII, Part B, as amended constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Craig A Sparks
Manager, Denver Airports District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and do hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this 6th day of June, 2008.



(SEAL)

Attest: Debra E. Jolley

Title: City Recorder

CITY OF Spanish Fork-Springle, UTAH

[Signature]
Sponsor's Designated Official Representative

Title: MAYOR - Springville City

Certificate of Sponsor's Attorney

I, John Penrod, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at 10:00 am this 6th day of June, 2008.

[Signature]
Signature of Sponsor's Attorney

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by Title 49, U.S.C., Subtitle VII, Part B, as amended constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

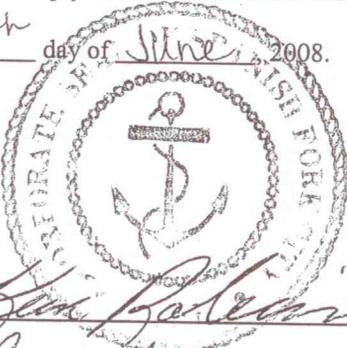
UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Craig A Sparks
Manager, Denver Airports District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and do hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this 10th day of June, 2008.



CITY OF Spanish Fork-Sprinville, UTAH

(SEAL)

Joe Thomas
Sponsor's Designated Official Representative

Attest: [Signature]
Title: Recorder

Title: Mayor

Certificate of Sponsor's Attorney

I, Christine Johnson, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at 4 pm this 10 day of June, 2008.

[Signature]
Signature of Sponsor's Attorney

**NOTICE OF AWARD
FOR
A.I.P. PROJECT NO. 3-49-0034-16
SPANISH FORK - SPRINGVILLE AIRPORT**

TO: Staker and Parson Companies
P.O. Box 40
Orem, UT 84059

The OWNER has considered the Bid submitted by you for the above described Work in response to its Invitation for Bids and Instructions to Bidders.

You are hereby notified that your Bid has been accepted in the amount of One Million, Eight Hundred Sixty Nine, One Hundred Three Dollars and Sixty Seven Cents. (\$1,869,103.67).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance, Payment and Maintenance Bonds and Proofs of Insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Proofs of Insurance within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this _____ day of _____, 2008.

CITIES OF SPANISH FORK AND SPRINGVILLE, UTAH
(Owners)

By _____, Mayor, Spanish Fork, Utah

By _____, Mayor, Springville, Utah

Address: P.O. Box 297
Spanish Fork, Utah 84660
Telephone: (801) 798-5000

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

Staker and Parson Companies, Contractor

By: _____ Date: _____

Title: _____ Telephone: _____



REPORT TO THE CITY COUNCIL ACADEMY PARK PLAT A PRELIMINARY PLAT AMENDMENT

Agenda Date: June 17, 2008

Staff Contacts: Dave Anderson, Planning Director

Reviewed By: Development Review Committee

Request: The applicant, US Charter School Development LLC, is requesting that a previously approved Preliminary Plat be amended so as to include a site for a religious institution.

Zoning: R-1-12

General Plan: Residential 2.5 to 3.5 Units Per Acre

Project Size: 6.17 acres

Number of lots: 7

Location: 920 South Del Monte

Background Discussion

The proposed Amended Preliminary Plat contains 7 residential lots and a 3.5-acre parcel for a religious institution. The original Preliminary Plat contained 14 residential lots and lands for no other uses.

Development Review Committee

The Development Review Committee reviewed this request in their June 4, 2008 meeting and recommended that it be approved.

Planning Commission

The Planning Commission reviewed this request in their June 4 Meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

Academy Park Plat A Amended Preliminary Plat

Applicant: Western States Construction
General Plan: Residential 2.5 to 3.5 Units Per Acre
Zoning: R-1-12
Location: 920 South Del Monte Road

Mr. Anderson gave background and explained the proposal.

Commissioner Lewis asked about ingress and egress.

Commissioner Huff explained that it was his understanding that the LDS Church would be used for Seminary purposes by the Charter School and asked where the access to the site from the Charter School would be.

Discussion was held regarding access from the proposed church site to the Charter School and that it would be discussed during the Site plan review when it is submitted.

Commissioner Stroud **moved** to recommend that the Academy Park Plat A Preliminary Plat Amendment be **approved** subject to the following conditions:



Conditions

1. That the applicant meets all conditions of the original approval.
2. That all improvements be installed according to City standards.
3. That the site plan approval address foot traffic from the Charter School to the Church site.

Commissioner Lewis **seconded** and the motion **passed** all in favor by a roll call vote.

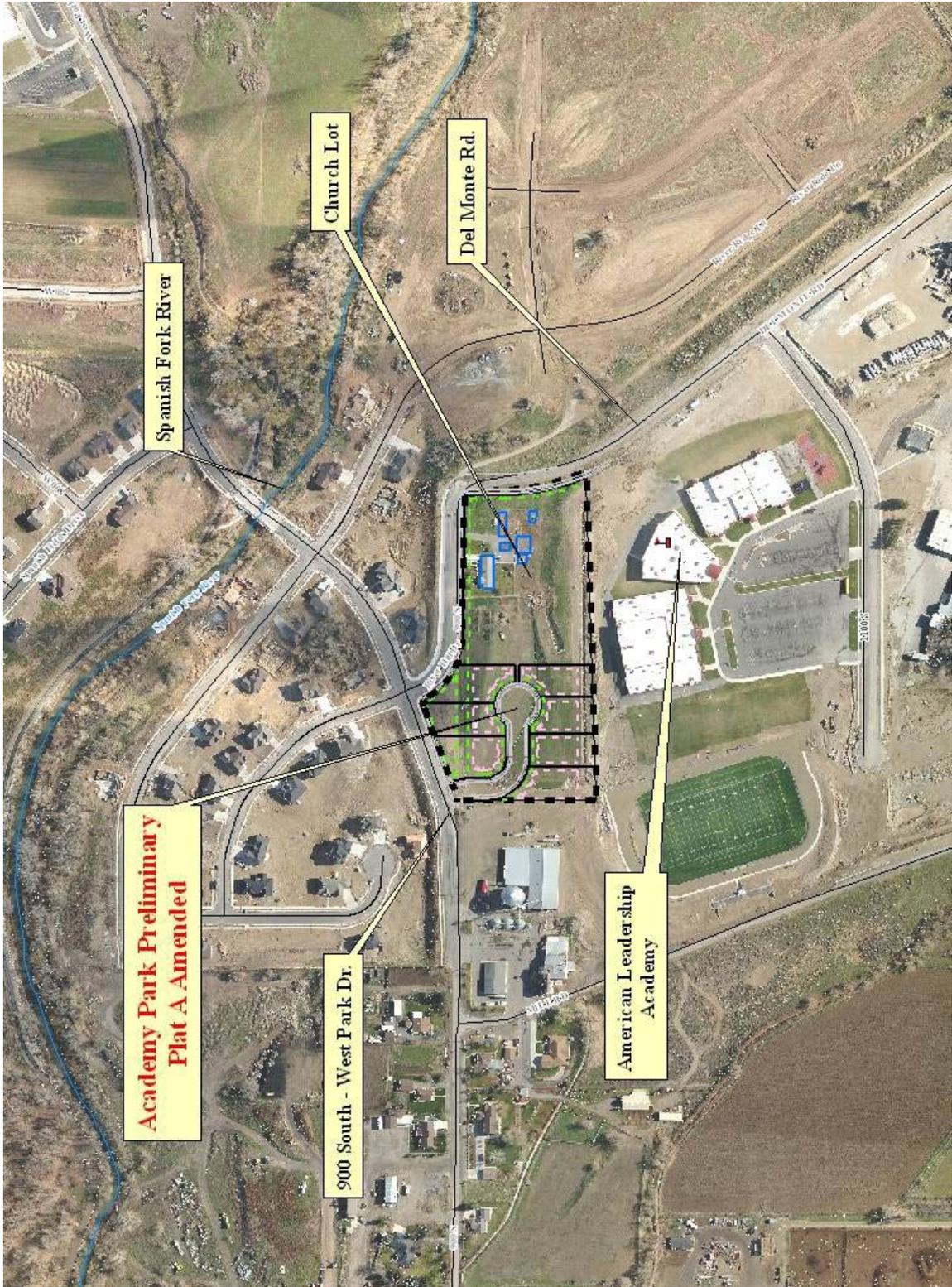
Budgetary Impact

There is no anticipated budgetary impact with the proposed Preliminary Plat amendment.

Recommendation

Staff recommends that the City Council approve the proposed Preliminary Plat Amendment subject to the following conditions:

1. That the applicant meet all conditions of the original approval.
2. That all improvements be installed according to City standards.



SURVEYOR'S CERTIFICATE
 I, CLAU A. HARRISON, DO HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR AND THAT I HAVE CONDUCTED AN ACCURATE SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE NOT BEEN AWARE OF ANY OTHER SURVEYS OR RECORDS THAT MIGHT AFFECT THE ACCURACY OF THIS SURVEY. I HAVE NOT BEEN AWARE OF ANY OTHER SURVEYS OR RECORDS THAT MIGHT AFFECT THE ACCURACY OF THIS SURVEY.

BOUNDARY DESCRIPTION
 BEGINNING AT POINT A, THE SOUTHWEST CORNER OF THE 40x60 FEET LOT AND PROCEEDING N 89° 59' 59" W 100.00 FEET TO POINT B, N 89° 59' 59" W 100.00 FEET TO POINT C, S 89° 59' 59" W 100.00 FEET TO POINT D, S 89° 59' 59" W 100.00 FEET TO POINT E, S 89° 59' 59" W 100.00 FEET TO POINT F, S 89° 59' 59" W 100.00 FEET TO POINT G, S 89° 59' 59" W 100.00 FEET TO POINT H, S 89° 59' 59" W 100.00 FEET TO POINT I, S 89° 59' 59" W 100.00 FEET TO POINT J, S 89° 59' 59" W 100.00 FEET TO POINT K, S 89° 59' 59" W 100.00 FEET TO POINT L, S 89° 59' 59" W 100.00 FEET TO POINT M, S 89° 59' 59" W 100.00 FEET TO POINT N, S 89° 59' 59" W 100.00 FEET TO POINT O, S 89° 59' 59" W 100.00 FEET TO POINT P, S 89° 59' 59" W 100.00 FEET TO POINT Q, S 89° 59' 59" W 100.00 FEET TO POINT R, S 89° 59' 59" W 100.00 FEET TO POINT S, S 89° 59' 59" W 100.00 FEET TO POINT T, S 89° 59' 59" W 100.00 FEET TO POINT U, S 89° 59' 59" W 100.00 FEET TO POINT V, S 89° 59' 59" W 100.00 FEET TO POINT W, S 89° 59' 59" W 100.00 FEET TO POINT X, S 89° 59' 59" W 100.00 FEET TO POINT Y, S 89° 59' 59" W 100.00 FEET TO POINT Z, S 89° 59' 59" W 100.00 FEET TO POINT A.

OWNERS DEDICATION
 KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE ABOVE DESCRIBED PROPERTY, DO HEREBY DEDICATE AND CONVEY TO THE PUBLIC THE RIGHT OF WAY FOR THE ABOVE DESCRIBED ROAD AND TO ACCEPT THE SAME AS A PUBLIC ROAD TO BE MAINTAINED BY THE CITY OF PARRIS, IOWA.

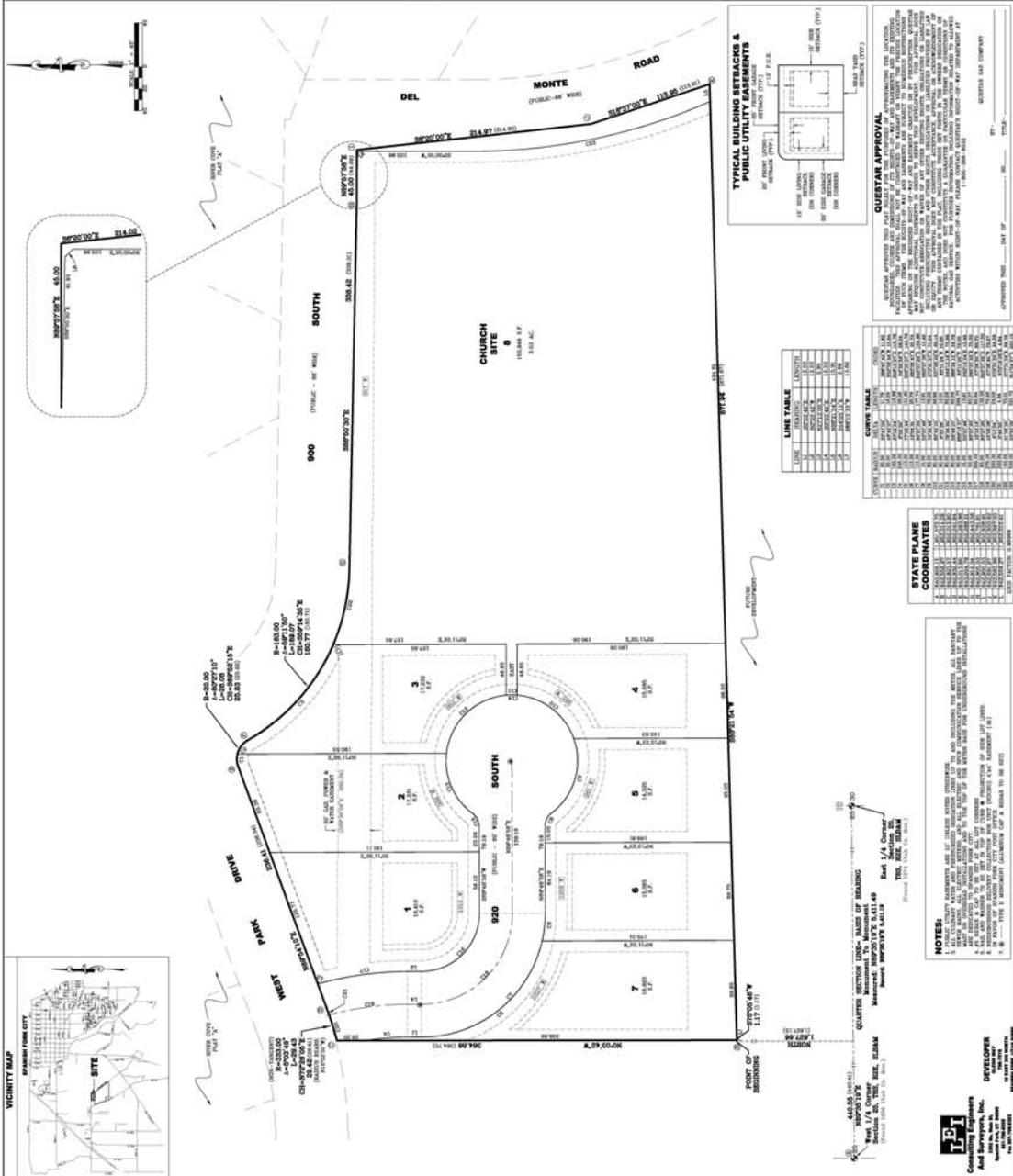
ACKNOWLEDGMENT
 STATE OF IOWA, S.E. COUNTY OF IOWA, S.E. QUARTER SECTION 14, T142N, R10E, S4E. WE, THE UNDERSIGNED OWNERS, DO HEREBY ACKNOWLEDGE THAT WE HAVE READ AND UNDERSTAND THE CONTENTS OF THE FOREGOING DEDICATION AND WE AGREE TO THE SAME.

ACCEPTANCE BY LEGISLATIVE BODY
 PARRIS CITY COUNCIL, IOWA, HAS REVIEWED AND ACCEPTED THE DEDICATION OF ALL OF THE ABOVE DESCRIBED PROPERTY TO THE PUBLIC AS A PUBLIC ROAD TO BE MAINTAINED BY THE CITY OF PARRIS, IOWA.

BOARD OF HEALTH
 PARRIS CITY BOARD OF HEALTH HAS REVIEWED AND ACCEPTED THE DEDICATION OF ALL OF THE ABOVE DESCRIBED PROPERTY TO THE PUBLIC AS A PUBLIC ROAD TO BE MAINTAINED BY THE CITY OF PARRIS, IOWA.

PLANNING COMMISSION APPROVAL
 PARRIS CITY PLANNING COMMISSION HAS REVIEWED AND APPROVED THE DEDICATION OF ALL OF THE ABOVE DESCRIBED PROPERTY TO THE PUBLIC AS A PUBLIC ROAD TO BE MAINTAINED BY THE CITY OF PARRIS, IOWA.

ACADEMY PARK
 PLAT "A"



ROLL CALL

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

I MOVE this ordinance be adopted: _____
City Councilperson

I SECOND the foregoing motion: _____
City Councilperson

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE TAX RATE ON THE GROSS RECEIPTS OF
TELECOMMUNICATIONS SERVICE PROVIDERS**

WHEREAS, Spanish Fork City has levied a tax under authority of Utah Code Ann. §10-1-401 et seq. on the gross receipts of telecommunication service providers; and

WHEREAS, Spanish Fork City has determined the need to increase the tax as a source of general fund revenue; and

WHEREAS, the increase does not exceed the maximum amount permitted by state law;

NOW THEREFORE BE IT ORDAINED AND ENACTED by the Spanish Fork City Council as follows:

I.

Spanish Fork City Municipal Code §3.36.030 is hereby amended to reflect an increase in the telecommunications tax rate as follows:

3-36-030. Rate

The rate of the tax levy shall be one and one-half percent (1.5%) of the telecommunication provider's gross receipts from telecommunications service that are attributed to the municipality. If the location of transaction is determined to be other than this municipality then the rate imposed on the gross receipts for telecommunications services shall be determined pursuant to the provisions of Utah Code Ann. §10-1-407.

II.

This tax shall be increased beginning October 1, 2008, in compliance with Utah Code Ann. §10-1-403.

DATED this 17th day of June 2008.

ATTEST:

JOE L THOMAS, Mayor

KIM ROBINSON, City Recorder

RESOLUTION NO.

ROLL CALL

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

I MOVE this resolution be adopted: _____

I SECOND the foregoing motion: _____

RESOLUTION

RESOLUTION MAKING AN ELECTION TO PARTICIPATE IN PUBLIC SAFETY RETIREMENT BENEFITS WITH AN ANNUAL COST OF LIVING ADJUSTMENT UP TO FOUR PERCENT AS AUTHORIZED BY UTAH CODE ANNOTATED SECTION 49-14-403

WHEREAS, Spanish Fork City maintains a Public Safety Department; and

WHEREAS, retirees of the Public Safety Department are entitled to certain retirement benefits which includes an annual cost of living increase; and

WHEREAS, public safety retirees from different departments have had different levels of authorized levels of annual increases; and

WHEREAS, commencing in 2009, the Utah State Legislature has authorized all public safety retirees to receive an annual cost of living allowance based on the consumer price index, up to a maximum of four percent, but which requires an election by the participating members; and

WHEREAS, Spanish Fork City, as an authorized member, hereby elects to participate in the annual cost of living increase authorized by Utah Code Annotated Section 49-11-403;

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

1. Spanish Fork City hereby elects to participate in the Public Safety Retirement Program allowing annual cost of living increases in the amount of the consumer price index up to a maximum of four percent.
2. Spanish Fork City shall comply in all respects with Utah Code Annotated Section 49-14-403 as it relates to the election made herein.
3. City staff is hereby directed to prepare and submit an application to the State Retirement System for public safety retirees as authorized by Utah Code Annotated Section 49-14-403(5)(c).
4. This resolution shall be effective, based upon state law, on January 01, 2009.

DATED this ___ day of June, 2008.

JOE L THOMAS, Mayor

ATTEST:

KENT R. CLARK, City Recorder

**SPANISH FORK CITY
Staff Report to City Council**



Agenda Date:	Tuesday, June 17, 2008
Staff Contacts:	Seth Perrins
Reviewed By:	Dave Oyler & Dave Anderson
Subject:	Spanish Fork City Branding Project – North Star Contract

Background Discussion:

City Staff has been evaluating the community branding concept for the last two years and have recently requested proposals from qualified firms to tell us how they would go about branding our community. We assembled a branding committee made up of the Mayor, Jens Nielson (Economic Development Committee), Rod Dart (Chamber of Commerce Board), Dave Pollei (Economic Development Committee Chair), Dave Oyler, Dave Anderson, and me. We reviewed each of the 7 proposals submitted by the qualified firms and determined that there were three firms that we should study further. We requested that they present further information and from those reviews, the committee selected North Star as the number one choice. In the committee's view, North Stars' was the best choice and the remaining firms were a distant second or third choice because of the work experience and product which North Star has developed over the years.

While branding a community is not unlike branding a business, there are many unique aspects involved in researching what a community is made of, how it is viewed in the eyes of its many different audiences, and how it can best tell the world to come and enjoy what the City has to offer. The committee has learned that North Star has done this time and time again, applying what they have learned to the work they do for each of their clients. One concern the committee had as they began to evaluate North Star's product, is whether or not North Star has a cookie cutter product. As we have researched further, we feel like North Star has a model they apply to each city, but beyond the basic framework of how they go about getting the information; the rest is very unique to each city, depending on what they get back from the research. We have determined that North Star is a highly qualified and recommended firm and we have determined that their approach to branding Spanish Fork City would yield a tremendous brand for our community.

Having reviewed the proposals and recommended North Star, the committee asked that staff approach the Council with the results. As we visited with the Council, they expressed positive feedback about the project, with some hesitancy to the cost. The Council asked that staff assemble a second group of citizens to help evaluate the proposal and give feedback to the total project, including the cost.

On Tuesday, May 13, we met with a group of residents, business owners, managers and professionals to discuss this project. They reviewed the project as presented by North Star and then discussed the proposal, including the need for a branding project and implementation. Their greatest concern was not necessarily with the price of the project, but with the City's commitment to implementation. The group asked staff to do additional research with other City's regarding their implementation budgets and strategy. We have done that and found that City budgets varied greatly; however, the information gleaned is very helpful.

In our interviews with North Star, they mentioned several times that each client of theirs serves as a reference. We asked them for several clients' contact information and we began contacting them. Some comments from surveyed cities follow:

Providence, RI. Kibbie Reilly, an independent consultant who serves as a liaison between Providence, RI and *North Star* was initially skeptical. She preferred a New York based company. After going through the branding process, however, she is amazed at the amount of work *North Star* did. She is particularly impressed with the in depth research analysis.

Lancaster, CA. Vern Lawson said they received 300% more value than they paid. He has dealt with hundreds of consultants over his career and feels *North Star* does a great job. Their City Manager was fired during the branding process, but *North Star* did a great job of keeping to their commitments and working with Lancaster despite a political rough time.

Warrensburg, MO. Tammy Long says they have seen an increase in both lodging and sales tax as a result of branding. She feels *North Star* does a great job of following up and thinks they made a good choice using them.

Beaumont, TX. Besides feeling *North Star's* price was reasonable, Lenny said it was nice having *North Star* help tell them "who they were." Beaumont already had a good idea, but *North Star* helped validate that and improve their overall image. Their tag line ("Rich with Opportunity") and logo has been extended to other sectors of the community who in turn use the same logo and slightly modify the tag line: *Rich with Arts, Rich with Education*, etc.

In addition to their thoughts on the value of service and perceived value of service, we asked them about their implementation budgets and timelines. The general methods that were used were to simply phase out the old as they needed new. In addition, some cities used billboards (which we own) or did an immediate media campaign through television and/or radio ads. Warrensburg, MO raised \$155,000 to be used over a 3-year time period (\$55,000 of that was for the branding project). Lancaster, CA had a much larger budget of \$400,000.

Budgetary Impact:

The price for this project from North Star is \$100,800. Their typical contract also includes additional expenses for travel and other incidental costs. These costs have historically amounted to no more than \$5,000. We are currently researching a couple of grant opportunities that may exist to receive additional monies that may total as much as \$5,000 or more.

This money has been presented in the FY 2009 budget. It is money that is considered a one-time expense, as this is not an on-going project that would occur year after year. There may be some additional costs that we want to budget in the FY 2010 budget for implementation. Those costs will best be determined after the branding research has been completed and we learn what resources we can and should deploy to implement a new brand.

In speaking with North Star, and confirmed in conversation with some of the reference cities, they mentioned that roughly 75% of all their clients have implemented their new brand through a majority of existing expenditures, such as city signage, newsletters, economic development brochures and packets, etc. Although we currently do not have some of those tools in place today, we probably should and this project may be the springboard to help us develop additional tools to help promote the City.

Alternatives:

The City received several bids from other companies. Although the companies had great work experience, their proposals were not deemed as sound due to their lack of research in their proposal or their experience of work projects. If the City desired to move forward with this project, yet lower costs, we could seek a contract with another provider that responded to our Request for Proposals. We could also do nothing.

Recommendation:

Accept the contract with North Star. Begin the branding process after Fiesta Days and then follow through on the process as outlined in their proposal. When the branding process is complete, the City will receive several recommendations and ideas that have come from North Star's research. We would recommend that at time we develop an implementation plan that works for the City's desire and with budgets.

Attachments:

See the attached contract.

LETTER OF AGREEMENT BETWEEN SPANISH FORK CITY, UTAH AND
NORTH STAR DESTINATION STRATEGIES

1. This is written to detail the terms of an Agreement whereby North Star Destination Strategies, Inc. (hereinafter referred to as North Star) is to develop a Community BrandPrint™ for Spanish Fork City, UT (hereinafter referred to as the Client) under the general direction of and for the benefit of the Client.
2. North Star's compensation will be derived from the sources below:
 - a. North Star will provide a Community BrandPrint for Spanish Fork City, UT. The general outline of such a document is attached as part of the Contract as Exhibit A.
 - b. A fee of \$100,800 will be paid to North Star for third party research expenditures and for time involved in the production of a Community BrandPrint™ which is not to exceed seven hundred and ninety (790) hours. The agreed upon maximum seven hundred and ninety (790) hours to be dedicated to the project will be the governing factor in the depth of the Document. North Star will not exceed the maximum number of hours for the project outlined in 2a.
 - c. Any additional requests of North Star beyond the agreed upon Document and designated hours will be billed at the rate of \$125.00 per hour. Should additional work be requested, for work beyond the scope of this Agreement, North Star will receive written approval of the additional related cost prior to initiating work.
 - d. Outside costs such as travel, shipping, and required data entry shall be billed at a net rate (out-of-pocket cost) to the client. Mileage shall be billed at the rate of 50.5 cents per mile.
3. Prior to beginning the work contracted, the Client will pay North Star \$50,400 as one-half installment of the cost of the work to be performed. Upon completion of the Understanding & Insights Presentation, the Client will pay North Star \$25,200. The balance of the fee, \$25,200, is to be paid in equal monthly payments over the next three months following the Understanding & Insights Presentation. (\$8,400 each)

A service charge of 1-1/2% (18% per annum) will be charged on all sums not paid within a 30-day period after date of billing. The Client agrees to pay all costs of collection and a reasonable attorney's fee incurred in the collection of past due accounts.

4. Upon termination of this Agreement, North Star shall transfer, assign and make available to the Client, or its representatives, all property and materials in its possession or control belonging to the Client and paid for by the Client. In the event that the material, which is the subject of this Agreement, is copyrightable subject matter, North Star and Client agree that for the purposes of this order the material shall be a work made for hire and the property of the Client. In the event that the material which is the subject of this Agreement is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then and in such event North Star hereby assigns all right, title and interest to said material to Client for the fees specified herein.

Stock photography used for the demonstration of creative concepts is not to be reproduced or published in any way without first negotiating usage rights with the appropriate stock image provider.

If termination of the Agreement is requested by the Client prior to completion of the Document, the Client will remain responsible for payment of all hours involved in the preparation of the Document prior to said termination at a rate of \$125.00 per hour. Client will be responsible for payment of any outside cost incurred prior to the termination including costs of materials ordered or delivered thereafter if North Star is unable to halt such delivery. Under no circumstances will North Star be obligated to breach any lawful contractual commitment to others.

5. In conducting business and in anticipation of conducting business with North Star, it may be necessary for the Client to share trade secrets and/or other confidential and/or proprietary information or matter with North Star. The parties agree that such information and the materials referenced in the contract, the results and developments there from are confidential and/or proprietary information belonging to the Client.

North Star agrees not to disclose to any third party any such trade secrets and/or confidential or proprietary information for its own separate benefit. North Star will be responsible for its employees or agents complying with the provisions of this Agreement.

Similarly, the Client agrees that the Community BrandPrint™ created is intended solely for the use and benefit of Spanish Fork City and any distribution outside of Spanish Fork City without the written consent of North Star is prohibited. The Client will be responsible for its employees or agents complying with the provisions of this Agreement.

6. This Agreement may be modified only upon the written and mutual consent of both parties. This Agreement and the documents referenced herein embody the entire Agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

Spanish Fork City, Utah

North Star Destination Strategies

Joe L Thomas
Mayor

Don McEachern
CEO

Date

Date

EXHIBIT A

Scope of Work

I. Understanding

Where the Brand Has Been and Why

This stage addresses the current brand positioning of the community, how the brand is perceived by stakeholders, residents, businesses, visitors and prospective consumers. We evaluate the environment, the competitive situation, community attitudes, current communications, and perceptions of target audiences and their influencers.

COMMUNITY

- Situation Analysis: Document prepared in collaboration with the Spanish Fork City Community Advisory Committee to understand your primary objectives, general history, political landscape, resources, competitors, etc.
- Research and Planning Audit: Comprehensive review of research and planning documents (last 24 months)
- Communication and Media Audit: Review of existing marketing materials and media plans
- Familiarization Tour: In-market tour of area attractions, commercial/industrial sites, business parks, housing developments, etc.
- Key Stakeholder Interviews: One-on-one interviews with key stakeholders to gather perceptions
- Stakeholder Focus Group: An in-depth group discussion with the individuals responsible for driving the branding initiative
- Vision Survey: An open-ended questionnaire distributed to the community leaders of Spanish Fork City
- Online Community Survey: A quantitative version of the Vision Survey posted online for community-wide participation
- Undercover Interviews: Informal discussions with residents, visitors, and local merchants

CONSUMERS

- Inquiry Mapping: Origin information from existing databases
- Qualitative Perception Study: Telephone interviews to gather insights from
 - *Economic Development Prospects/Site Selectors/Relocation Executives*
 - *Meeting Planners/Group Tour Leaders/ Travel Agents*
 - *Realtors/Developers*
 - *Regional and State-Level Tourism and Economic Development Executives*
- Quantitative Consumer Awareness and Perception (CAP) Study: Survey conducted using a random sampling of consumers from Spanish Fork City's key visitation markets. Specifically, the survey measures:
 - Overall awareness and perceptions of Spanish Fork City
 - Overall awareness and perceptions of the competition
 - Whether consumers have visited Spanish Fork City
 - Attitudes regarding Spanish Fork City's strengths and weaknesses
 - What consumers would add or take away
 - Whether consumer perceptions changed after visiting
 - Measurements of Spanish Fork City's delivery of hospitality and quality of life indicators

COMPETITION

- Competitive Positioning Review: A brand message assessment to evaluate Spanish Fork City's position relative to the competition
- Competitive Opportunity Analysis: An in-depth analysis of Spanish Fork City's top five economic development competitors, uncovering strengths and weaknesses in the current business landscape according to national standard industry classifications

2. Insights

Where the Brand Should Be

The goals for Spanish Fork City may involve a number of elements: cohesive community identity and consistent marketing efforts, increase internal community pride, business and resident recruitment/retention, gross receipts, overnight guests and bed-tax collected.

Branding influences these goals by influencing expectations and affecting attitudes, thus affecting behavior and usage. The most successful brands establish an emotional – not simply an intellectual – connection. Our insights come from asking a number of thought-provoking questions. What emotional attachments can the brand hold? How does the brand fit into his or her lifestyle? It is from these insights that we determine the overall positioning of the brand.

- Situation Brief: review of all research findings
- Blue Sky Meeting: internal session for developing insights
- "Understanding and Insights" presentation: review of all relevant research and recommended strategic direction
 - Insights that affect the development of your brand identity
 - *Brand Essence (reason for being)*
 - *Brand Truths (the undeniable truths about who you are)*
 - *Brand Promise (what can you provide better than anyone)*
 - *Brand Benefits (the emotional and rational reasons for consumer appeal)*
 - *Brand Personality (tonality that reflects your character)*
 - **Brand Platform Statement: the guiding statement for the management and development of your brand**

NOTE: Here, we conduct a meeting to present all of the research findings as well as our recommended brand positioning based on those findings and request approval before proceeding.

3. Imagination

What Will Get Us There

In this stage, all the data and high-level strategies are transformed into tangible creative products that embody your brand. Strap lines and logos are created. Foundation creative is developed. Custom brand-building ideas are generated. These creative communications and strategic initiatives combine in a powerful one-two punch that makes a two-dimensional brand come to life in a three-dimensional community.

- ▲ **Brand Concepts:** three different written creative concepts for communicating your brand
- ▲ **Brand Identity Guide:** two distinct options for bringing the approved brand concept to life. Each creative expression will contain the following:
 - ▲ Logo creation or adaptation to finished art
 - ▲ Strap line development
 - ▲ Color palette and typeface
 - ▲ Environmental applications –
 - ▲ Stationary, business cards, presentation folder, and press release design
 - ▲ Sample marketing messages for internal and external audiences
 - ▲ Website design application

NOTE: North Star understands that different communities have different needs, resources and capabilities when it comes to implementing their new brand identity. For that reason, we offer two options for bringing the brand to life in your community.

Our standard BrandPrint program is suited for those communities with the confidence, structure and resources to implement their new brand on their own. As part of your BrandPrint, we provide a Brand Action plan including a selection of standard and customized ideas for brand implementation. For those communities that want a step-by-step guide to bringing their brand to life, we offer an optional BrandMAP plan. Our BrandMAP is an in-depth two year strategic plan for brand implementation including local, regional and national trends that might impact your brand; extensive customized brand action ideas; identification of support and funding for the brand and much more.

4. BrandMAP

Implementation of the Brand

So you've got a distinct and relevant brand, now what? Strategic implementation of the new brand is the most critical, and sometimes the most challenging, aspect of community branding. Just as North Star's BrandPrint process provided a clear roadmap to the best brand for Spanish Fork City, our Brand Management Action Plan (BrandMAP) provides a roadmap for how to put that brand to work in the community – from launch to longevity.

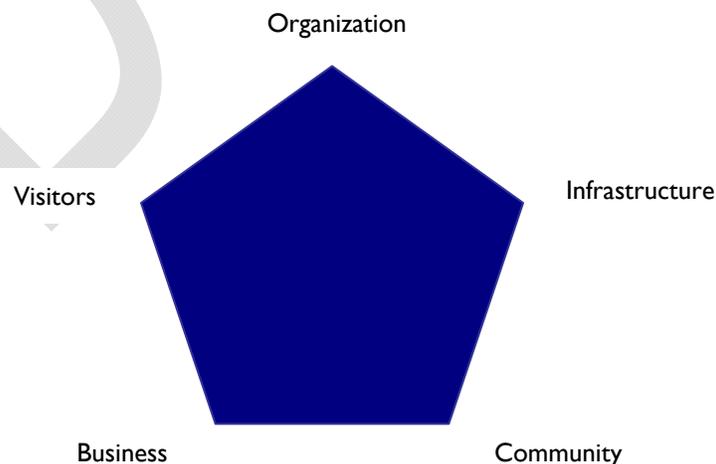
This plan spans a 24-month period. The main goal of this time period is to convert your community and stakeholders into brand ambassadors through education and information sharing. While numerous other brand marketing and communication initiatives can take place concurrently, this incubation period is primarily devoted to strategies that reinforce and demonstrate the value of a strong brand.

Once everyone is on board the brand team, there is no end to the powerful things you can do with your brand. We have seen it happen in other communities across the country and we would love to see it happen in Spanish Fork City.

The Spanish Fork City two-year strategic plan will help to:

- Determine the “who, what, when and how” of on-going brand implementation
 - Organization: Identifying leadership and individual responsibilities for action
 - Collaboration: Building strong partnerships within the community
 - Funding: Identifying potential funding resources
 - Tactics: Prioritization of action and steps/timing to accomplish
- Focus the efforts and resources of Spanish Fork City on the most effective and important initial strategies for launching your brand, as well as eliminating false steps that could delay success.
- Build local commitment to the brand by involving organizations and individuals whose support is essential for success.

The strategies and related tactics associated with this 24-month BrandMAP generally fall into five distinct categories (below). Strategies and tactics in each category take into account your situation and are designed to make the best use of available resources as well as identify additional funding sources.



▲ **Organization**

Brands cannot grow and thrive if no one takes responsibility for them. Successful implementation of the Spanish Fork City brand will require accountability, passion, understanding and respect for the branding effort. It will also require cooperation and partnership with other organizations, individuals and with Spanish Fork City. Taking into account your unique situation, tactics address the creation and funding of brand support positions as well as the development of public and private entity organizations for marketing your community in the context of the brand.

▲ **Infrastructure**

This strategy is designed to address the unique opportunity communities have to use their city-owned infrastructure as a three-dimensional medium to showcase their brand. Specific tactics address signage, architecture, structural enhancements, parks, public art, public vehicles, guerilla marketing, lighting and more. Ideas will also be presented for identifying opportunities to partner with businesses, hospitals, libraries, schools, firehouses, etc. to add branded elements to their physical presence in your community.

▲ **Community**

Community brands are not created; they are discovered within the spirit of a place – from the history, the culture, the geography and the society. Brands uncovered in this manner are endorsed and absorbed by their communities due to their fundamental truth. However, it is not enough for a brand to just be “of the people,” strategies must be developed for taking the brand into the community with programs and initiatives that have meaning for the citizens. Such tactics include neighborhood revitalization, education, health, environmental efforts, policy, volunteerism, recognition programs, recreation, community events and more.

▲ **Visitors**

Your community’s relationship with its visitors (be they tourists, business people or visiting family) occurs at three distinct points on the time continuum – before, during and after the visit. Communities that desire to grow their visitation market using their new brand need a distinct set of strategies and tactics for attracting and educating potential visitors, for impressing and entertaining current visitors and for influencing past visitors (who are spreading their impressions to others). Tactics address website strategies, reunion planning, internet marketing, promotions, events, signage, visitor’s centers, transportation, lodging, retail, conventions, meeting planners and more.

▲ **Business**

The fiscal health of your community is directly tied to the relationship it has with the businesses that call it home. Using a distinct and relevant brand to pursue growth can provide a route to economic development that is more relevant and productive in the global marketplace than the traditional supply-based approach. BrandMAP strategies and tactics in this section are two-pronged. Some address the need to reach out to economic development prospects with branded messages. Others work to involve existing businesses in the growth of the brand. Specific tactics address communications, events, promotions, merchandise, messaging, policy, public relations and more.

5. Evaluation

How the Brand is Performing

Evaluation yields new information which may lead to the beginning of a new planning cycle. Information may be gathered from concept pre-testing, campaign impact in the marketplace and tracking studies to measure a brand's performance over time.

Ideally, two basic questions will be answered: have responses to the brand among target audiences changed in the way the Community BrandPrint™ intended? And have these changes resulted in action that will achieve the desired objectives of the brand? Turnkey or do-it-yourself programs are recommended depending on the needs of the community.

- ▶ Recommended Measures of Accountability
- ▶ Three Annual Branding Check-Ups
- ▶ Geo-demography consumer profiling: *Who, What, and Where reports (three-year update)*

Proposed Plan - Timeline

In-market visit (fam tour, focus groups, interviews)	Week 1
Consumer record collection	Weeks 1 – 5
Competitive economic development data	Weeks 2 – 6
Vision Survey sent, received and entered	Weeks 2 – 7
Inquiry Origin data sent and report mapped	Weeks 4 - 6
*Data compiled and mapped	Weeks 5 - 8
*Geo-demography who, what and where reports	Weeks 5- 8
*Perception Study (Qualitative)	Weeks 6 – 10
CAP Study	Weeks 8 - 11
*Understanding and Insights development	Weeks 11 - 12
*Blue Sky - Strategy Meeting	Weeks 12 - 13
Understanding and Insights presentation	Weeks 13 - 14
Imagination and Evaluation development	Weeks 15 – 28
Creative Brief (<i>internal</i>)	Week 15
Brand Concept development	Weeks 15 - 17
**Approval of brand concept	Week 18
Brand Identity Guide development	Weeks 19 – 25
BrandMAP development	Weeks 1 – 29
Final report development	Weeks 26 – 29

Proposed Timeline

Weeks 26-29

- * = Time dependent upon how quickly records are received
 ** = Dependent upon how quickly approval from client is received

Cell Site No: N122129/SL049/SPANISH FORK_27162

FA No: 10088464

Site Address: 350 W 300 S, Spanish Fork, UT 84660

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT (“Amendment”) dated as of the later date below is by and between Spanish Fork City, A Municipal Corporation of the State of Utah, with a Tax ID# 876000284, having a mailing address at 40 South Main, Spanish Fork, Utah 84660 (hereinafter referred to as “Landlord”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 12555 Cingular Way, P.O. Box 1607, Alpharetta, GA 30009 (hereinafter referred to as “Tenant”).

WHEREAS, Landlord and Tenant entered into an Option and Lease Agreement dated April 18, 2000; whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 350 W 300 S Spanish Fork, UT 84660 ("Agreement"); and

WHEREAS, Landlord and Tenant desire to extend the term of the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Rent payable under the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Tenant’s obligations to pay Rent to Landlord for a Rent Guarantee Period; and

WHEREAS, Landlord and Tenant, in their mutual interest, further wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The Term of the Agreement shall be amended to provide that the Agreement has a new initial term of 60 months (“New Initial Term”), commencing on August 1, 2008. The Term will be automatically renewed for up to 4 additional 60 month terms (each an “Extension Term”) without further action by Tenant. Hereafter, the defined term “Term” shall include the New Initial Term and any applicable Extension Term.

2. **Termination.** In addition to any rights that may exist in the Agreement, after the Rent Guarantee Period, as defined below, Tenant may terminate the Agreement at any time with 365 days prior written notice to Landlord for any or no reason.

3. **Modification of Rent.** Commencing on August 1, 2008, the Rent payable under the Agreement shall be \$835.23 per month and shall continue during the Term, subject to adjustment, if any, as provided below.

Cell Site No: N122129/SL049/SPANISH FORK_27162

FA No: 10088464

Site Address: 350 W 300 S, Spanish Fork, UT 84660

4. **Modification of Tenant's Obligation to Pay – Rent Guarantee.** Notwithstanding Tenant's obligations to pay Rent set forth under the Agreement, for a 36 month period commencing August 1, 2008 and ending July 31, 2011 ("Rent Guarantee Period"), Tenant's obligation to pay Rent is guaranteed and such obligation will not be subject to offset or cancellation by Tenant. Notwithstanding the foregoing, if Landlord exercises any of Landlord's rights to terminate the Agreement, if any, Tenant will be released from any and all of its obligations to pay Rent during the Rent Guarantee Period as of the effective date of the termination. In addition, Tenant shall be released from any and all of its obligations to pay Rent during the Rent Guarantee Period if the following shall occur: (a) Landlord is in breach of the Agreement, including but not limited to any default under the terms of the Agreement beyond any applicable grace and cure period; (b) there is a foreclosure of the Property; (c) the Landlord shall require Tenant to relocate Tenant's equipment and facilities to a location that is not acceptable to Tenant in its reasonable business judgment if allowed for in the Agreement, (d) any existing government permits and/or approvals cannot be obtained or maintained, at no fault of the Tenant or (e) Tenant terminates the Agreement pursuant to the terms of the Permitted Use section as modified below. If this Agreement is further modified in the future with an obligation for Tenant to pay additional Rent, the payment of Rent guarantee established in this paragraph will not be diminished or limited, but such Rent guarantee will not extend to that future additional Rent obligation.

5. **Future Rent Increase / Extension Term Increase.** The Agreement is amended to provide that commencing on August 1, 2013, Rent shall increase by seven and one-half percent (7.50%) and at the beginning of each Extension Term, as applicable.

6. **Permitted Use.** In addition to the rights set forth in the Agreement, Tenant may modify, supplement, replace, upgrade, expand or refurbish its Communications Facility, increase the number of antennas thereon or relocate the Communications Facility within the leased Premises at any time during the term of this Agreement, and Landlord shall cooperate with Tenant in all respects in connection with the foregoing. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate this Agreement and shall have no further liability to Landlord.

7. **Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Amendment and the underlying Agreement and, prior to execution of the Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Amendment and to have counsel review the terms and conditions of the Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

8. **Notices.** Section 19 of the Agreement is hereby deleted in its entirety and replaced with the following: **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows. As to Tenant, New Cingular Wireless PCS, LLC, c/o AT&T Network Real Estate Administration, Cell Site # N122129/SLO49, Cell Site Name Spanish Fork, 12555 Cingular Way, P.O. Box 1607, Alpharetta, GA 30009, with a copy to Attn: Legal Department, New Cingular Wireless PCS,

Cell Site No: N122129/SL049/SPANISH FORK_27162

FA No: 10088464

Site Address: 350 W 300 S, Spanish Fork, UT 84660

LLC, Re: Cell Site #N122129, Cell Site Name Spanish Fork, Fixed Asset No: 10088464, 5 Wood Hollow Drive, Parsippany, NJ 07054.

9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

10. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the date and year below.

LANDLORD:

Spanish Fork City,
a Municipal Corporation of the State of Utah

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: _____

Title: _____

Date: _____

WITNESSED BY:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Cell Site No: N122129/SL049/SPANISH FORK_27162

FA No: 10088464

Site Address: 350 W 300 S, Spanish Fork, UT 84660

LANDLORD ACKNOWLEDGEMENT

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

I CERTIFY that on _____, 200__, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public: _____

My Commission Expires: _____

Cell Site No: N122129/SL049/SPANISH FORK_27162

FA No: 10088464

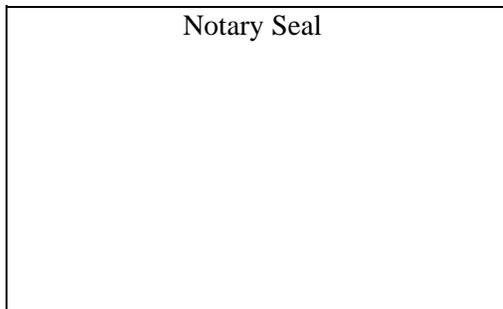
Site Address: 350 W 300 S, Spanish Fork, UT 84660

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of New Cingular Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of _____

My appointment expires: _____

Cell Site No: N122129/SL049/SPANISH FORK_27162

FA No: 10088464

Site Address: 350 W 300 S, Spanish Fork, UT 84660

**INTERLOCAL AGREEMENT ALLOWING SEWAGE AND
WASTEWATER FROM PORTIONS OF SPANISH FORK TO FLOW TO
THE SALEM WASTEWATER TREATMENT PLANT**

THIS AGREEMENT (the “Agreement”), is made and entered into by and between SPANISH FORK CITY (Spanish Fork) 40 South Main, Spanish Fork, Utah 84660 and SALEM CITY (Salem) 30 West 100 South, P.O. Box 901 Salem City, Utah 84653, both entities are political subdivisions of the State of Utah.

WITNESSETH

WHEREAS, Spanish Fork and Salem each presently own a system for the collection and disposal of wastewater sewage; and

WHEREAS, In the future, the cities will have a common boundary along State Road 164 (Utah County 8000 South Street), with the area located north of SR 164 being in Spanish Fork and the area south of SR 164 being in Salem; and

WHEREAS, As each city grows toward each other, there is an area located both north and south of SR 164 which cannot be sewered by gravity flow to either City’s wastewater treatment plant; and

WHEREAS, It makes economic sense for the Cities to cooperate in the collection and disposal of wastewater sewage in the area where sewage cannot gravity flow to a treatment plant; and

WHEREAS, The Salem Wastewater Treatment Facility is in close proximity to the area and currently has excess capacity; and

WHEREAS, in order to achieve operational economies, the Cities desire to enter into this Agreement to provide for each City’s use of the Salem wastewater treatment plant to sewer the area adjacent to SR 164, as shown on Exhibit A and incorporated herein by this reference; and

WHEREAS, a cooperative effort from each City to provide for the sewage collection and treatment needs of the citizens is a basic underlying goal of the Cities to this Agreement;

NOW, THEREFORE, be it mutually covenanted and agreed as follows:

**SECTION ONE
PURPOSE**

The purpose of this Agreement is to provide for: (i) the use, operation and maintenance of the Salem Wastewater Treatment Facility for the mutual benefit of the Cities; and (ii) the establishment of a system for sharing the costs and expenses related to the use, operation and maintenance of the Facility.

**SECTION TWO
SCOPE OF SERVICE**

Salem shall contract with a developer to construct and install a sewer lift station in the approximate location shown on Exhibit A. The sewer lift station will pump collected wastewater to the Salem Wastewater Treatment Plant. The sewer lift station will service the area identified

in Exhibit A, some of which is or will be in Salem and some of which is or will be in Spanish Fork. This agreement will not take effect until Salem has executed the separate contract with a developer as contemplated herein. Salem will own the lift station and be responsible for its operation and maintenance. Spanish Fork shall pay a user fee, as set forth herein for the opportunity to use the lift station and wastewater treatment facility.

SECTION THREE FEES

For each new residential unit or equivalent residential unit (ERU) in Spanish Fork connected to the wastewater collection system feeding the sewer lift station identified in Exhibit A, Spanish Fork agrees to pay to Salem an impact fee in the amount of the Salem City sewer impact fee in place at the time of connection. Until notified otherwise, the current fee is \$1,730.00 per ERU. Spanish Fork agrees to collect the impact fee amount when a building permit is issued. Payment shall be remitted within thirty-days (30) of collection by Spanish Fork. Nothing herein shall preclude Spanish Fork from assessing its own impact fee based upon the impact to its facilities. Spanish Fork shall be obligated to notify Salem monthly of all new building permits issued during that month within the Spanish Fork area of Exhibit A.

Spanish Fork agrees to pay Salem a monthly usage fee of twenty-four dollars (\$24.00) per ERU connection. This fee is based upon the average cost for a Salem City resident. The monthly fee shall reflect the average cost of a Salem resident, rounded up to the nearest whole dollar. Payment shall be remitted to Salem monthly. Spanish Fork shall be responsible to remit payment for the number of connections that are being served each month to Salem on or before the 25th day of each month. Spanish Fork agrees to allow Salem, at Salem's expense, to inspect and verify the number of active accounts.

The parties understand and agree that the impact fee and the monthly service fee are subject to change by the Salem City Council. Salem shall be obligated to notify Spanish Fork of any changes, in the same manner it notifies its own residents. The new charges shall be effective and applicable for Spanish Fork at the same time they are effective and applicable for Salem residents.

SECTION FOUR OPERATION AND MAINTENANCE

Salem shall own and operate the lift station and the wastewater service mains, laterals, and collection lines located inside its municipal limits and outside its limits in unincorporated areas within its Comprehensive General Plan area. Salem is responsible for all of the costs, including capital costs, operation costs, and maintenance costs of the lift station and lines owned by it.

Spanish Fork shall own the wastewater service mains, laterals, and collection lines located inside its municipal limits and outside its limits in unincorporated areas within its Comprehensive General Plan area. Spanish Fork is responsible for all of the costs, including capital costs, operation costs, and maintenance costs of the lines owned by it.

SECTION FIVE CAPACITY AND GROWTH LIMITS

Salem City allocates 400 units to Spanish Fork City, within the Exhibit A area, which are allowed to flow to the Salem Wastewater Treatment Facility. A unit is the amount of discharge made by a typical residential user within Salem City. For commercial or industrial users, a

residential equivalent shall be calculated and used. If Salem's growth ends up being faster than that of Spanish Fork, it has the capability to call back some portion of the 400 units. The exact number and timing shall be subject to availability and negotiation. When the Salem Wastewater Treatment Facility begins to reach capacity, the parties will jointly seek a way to increase capacity at the Wastewater Treatment Facility, provided Salem may veto any proposal which would cause it to incur financial expenditures. Expansion costs will be shared by the parties on a pro-rata basis, or as they may otherwise agree, in writing. Spanish Fork will notify Salem of any proposed industrial or commercial user which may impact the functioning or capacity of the wastewater treatment facility. Spanish Fork will also notify Salem of any applications for plat approval, which will use any portion of the 400 allocated units.

Each City may designate up to three individuals to represent it in any discussions about increasing capacity or of approving new projects.

SECTION SIX EFFECTIVE DATE, TERM AND DURATION

This Agreement shall be effective on the date it is signed by the parties, and shall continue for a period of fifty (50) years, unless sooner terminated as provided herein.

SECTION SEVEN FILING OF AGREEMENT

A copy of this Agreement shall be placed on file in the Office of the City Recorder of each City and shall remain on file for public inspection during the term of this Agreement.

SECTION EIGHT NOTICE OF DEFAULT; CORRECTIVE ACTION

The failure of any party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. The defaulting party shall have thirty (30) days after receipt of written notice from the other party of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within thirty (30) days after receipt of the notice.

SECTION NINE RIGHTS AND REMEDIES

In the event of any breach hereunder and after the lapse of the cure period as per Section Seven above, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah. The rights and remedies of the parties hereto shall not be mutually exclusive, but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

SECTION TEN GOVERNING LAW, JURISDICTION, AND VENUE

All questions with respect to the construction of this Agreement and all rights and liabilities of the parties shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Utah County, State

of Utah.

SECTION ELEVEN COSTS OF ENFORCEMENT

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party's costs (including, but not limited to, courts fees and expert witness costs and attorneys fees associated with the enforcement of this Agreement.

SECTION TWELVE NOTICE

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, certified mail, in the United States mail addressed to a party at the address given above. Notice shall be mailed to the attention of the City Mayor at the above address. Either party shall notify the other to designate a different address for mailing.

SECTION THIRTEEN TERMINATION

Any party may terminate this Agreement after the initial term at any time by giving the other party at least one year prior written notice of the same.

SECTION FOURTEEN GENERAL PROVISIONS

A. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

C. Amendments. This Agreement may be modified only by a writing signed by each of the parties hereto.

D. Covenants and Conditions. Each provision of this Agreement performable by each City shall be deemed to be both a covenant and a condition.

E. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.

F. Binding Effect. This Agreement shall bind the parties and their respective successors.

G. Captions. The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

H. Time. Time is of the essence of each term, provision, and covenant of this Agreement.

I. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

J. Gender and Number. The singular number includes the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires. The word "person" means person or persons or other entity or entities or any combination of persons and entities.

K. Waiver or Forbearance. No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

L. No Partnership, Joint Venture, or Third Party Rights. Except as specifically set forth herein, nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.

IN WITNESS WHEREOF, the parties have signed and executed this AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____ day of _____, 2008.

SPANISH FORK CITY by:

JOE L THOMAS, Mayor

Attest:

KENT R. CLARK, City Recorder

Approved as to form:

Special City Attorney

SALEM CITY by:

J. LANE HENDERSON, Mayor

Attest:

JEFFREY D. NIELSON, City Recorder

Approved as to form:

Special City Attorney

REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City) and Norman G. and Barbara F. Olsen (Olsen), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. Olsen owns three parcels of real property in Spanish Fork City more particularly described as follows (the Property):

Parcel A:

BEGINNING AT A POINT WHICH IS LOCATED NORTH 663.48 FEET AND EAST 1268.38 FEET FROM SOUTHWEST CORNER OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE FOLLOWING COURSES AND DISTANCES:

S87°03'00"E	34.95'
S00°27'00"W	661.71'
WEST	27.19'
N00°13'03"W	663.49'

TO THE POINT OF BEGINNING.
AN AREA OF 0.47 ACRE.

Parcel B:

BEGINNING AT A POINT WHICH IS LOCATED NORTH 8.17 FEET AND EAST 1339.62 FEET FROM SOUTHWEST CORNER OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE FOLLOWING COURSES AND DISTANCES:

S89°30'00"E	9.81'
S00°13'03"E	421.47'
N54°25'00"W	14.03'
NORTH	413.39'

TO THE POINT OF BEGINNING.
AN AREA OF 0.10 ACRE.

Parcel C:

BEGINNING AT A POINT WHICH IS LOCATED NORTH 129.15 FEET AND EAST 509.82 FEET FROM SOUTHWEST CORNER OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE FOLLOWING COURSES AND DISTANCES:

EAST 760.59'
S00°13'03"E 129.16'
WEST 589.81'
N54°35'00"W 93.00'
N35°25'00"E 6.00'
N54°35'00"W 121.43'

TO THE POINT OF BEGINNING.
AN AREA OF 2.00 ACRES.

2. City is desirous of purchasing the Property upon the terms and conditions set forth herein.
3. City will pay the sum of \$385,000.00 for the Property. No water is included in the transfer, nor the purchase price. Any water appurtenant to the ground must be removed by Olsen prior to closing. The entire balance is due at closing. City shall be responsible for roll back taxes. Olsen shall be responsible for closing costs.
4. City will relocate the existing ditch along 2550 East to the west side of the new alignment of 2550 East and provide access, together with a twenty foot wide gate into the northeast corner of the remaining parcel maintained by Olsen.
5. City will replace the existing water line into the Olsen property by installing a one inch water line and meter and stubbing four feet of lateral line into the remainder parcel maintained by Olsen at a location to be determined by Olsen. The existing water service shall be removed.
6. The closing will take place on or before July 1, 2008. Possession shall be

transferred at the time of closing.

7. The title to the property being conveyed shall be pursuant to a warranty deed and shall be vested in the name of Spanish Fork City.
8. The parties agree to locate a mutually acceptable title 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 10 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, and the down payment shall be refunded.
9. City has heretofore investigated the property and determined that it is suitable for its purposes. City therefore accepts the property "as is."
10. Olsen warrants and represents as follows:
 - A. That no person or entity claiming under, by, or through Olsen 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. Olsen 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. Olsen, nor to their 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.

11. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superceded hereby. This agreement may only be amended by a written agreement entered into between the parties.
12. Time is of the essence of this agreement. In case either party shall fail to perform the requirements of this agreement, at the time performance is required, the other party may, at its election, terminate the agreement.
13. 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.
14. 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 attorneys fees, shall be paid by the non-prevailing party.
15. All risk of loss or damage to the property shall be borne by the seller until possession exchanges.

DATED this ____ day of June, 2008.

SPANISH FORK CITY by:

JOE L THOMAS, Mayor

ATTEST:

KIM ROBINSON, Recorder

NORMAN G. OLSEN

BARBARA F. OLSEN

REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (hereinafter City) and Joe L Thomas, Don W Thomas, Ned W Thomas, Kay T. Perkins, Ann T. Haymond (hereinafter Thomas et al.), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. Thomas et al. owns a 2.37 acre parcel of real property in Spanish Fork City more particularly described as follows (the Property):

BEGINNING AT A POINT WHICH IS LOCATED EAST 741.59 FEET FROM NORTHWEST CORNER OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE FOLLOWING COURSES AND DISTANCES:

EAST	558.41'	
SOUTH	237.38'	
S36°50'53"W	125.46'	TO RAIL ROAD PROPERTY LINE
N55°02'36"W	589.53'	ALONG RAIL ROAD PROPERTY LINE

TO THE POINT OF BEGINNING.
AN AREA OF 2.37 ACRES.

2. City is desirous of purchasing the Property upon the terms and conditions set forth herein.

3. City will exchange one 1.04 acre parcel of property for 1.04 of the 2.37 acres owned by Thomas et al. The City-owned parcel to be transferred is more particularly described as follows:

BEGINNING AT A POINT WHICH IS LOCATED SOUTH 658.53 FEET AND EAST 1176.31 FEET FROM THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE FOLLOWING COURSES AND DISTANCES:

S55°06'58"E	100.06'
S27°43'30"E	88.79'
N89°44'26"E	45.36'
S00°15'34"E	290.28'
N89°43'48"W	12.20'

THENCE ALONG THE ARC OF A 334.93 FOOT RADIUS CURVE TO THE LEFT 166.84 FEET, CHORD BEARING N33°45'51"W 165.12 FEET;
 N48°02'03"W 17.46'

THENCE ALONG THE ARC OF A 265.00 FOOT RADIUS CURVE TO THE RIGHT 158.43 FEET, CHORD BEARING N30°54'21"W 156.08 FEET; THENCE ALONG THE ARC OF A 303.89 FOOT RADIUS CURVE TO THE RIGHT 151.44 FEET, CHORD BEARING N07°13'35"E 149.88 FEET; TO THE POINT OF BEGINNING. AN AREA OF 1.04 ACRES.

- The property described in paragraph 3 is transferred to Thomas et al. subject to a Public Utility Easement, which is retained by City. Said Easement is more particularly described as:

BEGINNING AT A POINT WHICH IS LOCATED SOUTH 796.92 FEET AND EAST 1306.24 FEET FROM THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE FOLLOWING COURSES AND DISTANCES:

S27°43'38"E	3.56'
N89°44'26"E	45.36"
S00°15'34"E	290.28'
N89°43'48"W	12.20'

THENCE ALONG THE ARC OF A 334.93 FOOT RADIUS CURVE TO THE LEFT 79.04 FEET, CHORD BEARING N26°15'17"W 78.86 FEET;
 N00°19'18"W 222.45'

- City will pay for the balance of the Thomas et al. Property, an additional 1.33 acres, for the total 2.37 parcel. City will pay \$150,000 per acre, for a total sum of \$199,500.00.

6. No water is included in the transfer, nor the purchase price. The entire balance is due at closing. City shall be responsible for roll back taxes. Thomas et al. shall be responsible for closing costs, including title insurance.
7. The closing will take place on or before July 1, 2008. Possession shall be transferred at the time of closing.
8. The title to the property being conveyed to City shall be pursuant to a warranty deed and shall be vested in the name of Spanish Fork City. The title to the property being conveyed to Thomas et al. shall be pursuant to a warranty deed and shall be vested in the name of Joe L Thomas, Don W Thomas, Ned W Thomas, Kay t. Perkins, Ann T. Haymond as tenants in common.
9. The parties agree to locate a mutually acceptable title 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 10 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, and any down payment shall be refunded.

10. City has heretofore investigated the property and determined that it is suitable for its purposes. City therefore accepts the property “as is.”
11. Thomas et al. warrants and represents as follows:
 - A. That no person or entity claiming under, by, or through Thomas et al. 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. Thomas et al. 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. Thomas et al., nor to their 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.
12. City has recently acquired the property being conveyed to Thomas et al. and therefore makes no representations nor warranties concerning the same, other than it has clear and marketable title. Thomas et al. accepts the property in its “as is” condition.
13. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superceded 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 shall fail 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 attorneys 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 June, 2008.

SPANISH FORK CITY by:

G. WAYNE ANDERSON, Mayor Pro Tempore

ATTEST:

KIM ROBINSON, Recorder

JOE L THOMAS

DON W THOMAS

NED W THOMAS

KAY T. PERKINS

ANN T. HAYMOND



**MEMO
SPANISH FORK CITY
PUBLIC WORKS DEPARTMENT**

DATE: June 11, 2008

TO: Mayor Thomas and City Council

FROM: Richard J. Nielson, Assistant Public Works Director

RE: Crab Creek Waterline PRV

We have requested bids for a concrete vault to be constructed for the new PRV on the Crab Creek waterline in Spanish Fork Canyon. There was \$43,000 budgeted of this project, of which \$9,400 has already been spent for the valve and other parts inside the vault. The bids for the vault came in with Hall Engineering as low bidder at \$36,800. That will make the total cost of the project \$46,200. I would recommend that the City Council accept the bid from Hall Engineering in the amount of \$36,800.

**Bid Tabulation Packet
for
Solicitation 0805-004**

Crab Creek PRV Vault - 2008



Spanish Fork City

Bid #0805-004 - Crab Creek PRV Vault - 2008

Creation Date May 22, 2008

End Date Jun 10, 2008 3:00:00 PM MDT

Start Date May 23, 2008 7:22:47 AM MDT

Awarded Date Not Yet Awarded

0805-004-1-01 Concrete PRV Vault					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Hall Engineering	First Offer - \$36,800.00	1 / lump sum	\$36,800.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		
RB Construction & Concrete Inc.	First Offer - \$38,359.00	1 / lump sum	\$38,359.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		
Wasatch West Construction	First Offer - \$46,511.00	1 / lump sum	\$46,511.00	Y	Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		
Fish Construction	First Offer - \$49,000.00	1 / lump sum	\$49,000.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		
Lyndon Jones Construction	First Offer - \$57,500.00	1 / lump sum	\$57,500.00	Y	Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		
Ridgeline Development Inc.	First Offer - \$69,619.63	1 / lump sum	\$69,619.63		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		

Vendor Totals

Hall Engineering	\$36,800.00
Bid Contact Bruce Hall cjohnson@sfcn.com Ph 801-372-2685	Address 482 West River Side Lane Spanish Fork, UT 84660
Agency Notes:	Vendor Notes:
RB Construction & Concrete Inc.	\$38,359.00
Bid Contact Bert Bradford rbconstruction2002@yahoo.com Ph 801-794-1330	Address PO Box 806 Spanish Fork, UT 84660
Agency Notes:	Vendor Notes:
Wasatch West Construction	\$46,511.00
Bid Contact JD Tyrrell jd@wasatchwestllc.com Ph 801-677-0064 x40	Address 845 North 400 West Salt Lake City, UT 84054
Agency Notes:	Vendor Notes:
Fish Construction	\$49,000.00
Bid Contact Stephen Fish sdeanfish@gmail.com Ph 801-798-8357	Address 513 West Quail Run Spanish Fork, UT 84660
Agency Notes:	Vendor Notes:
Lyndon Jones Construction	\$57,500.00
Bid Contact Lyndon Jones Lyndonj@jonesconst.com	Address 1277 W Chapel Ridge Dr South Jordan, UT 84095

Ph 801-253-3478		
Agency Notes:		Vendor Notes:
Ridgeline Development Inc.		\$69,619.63
Bid Contact Ralph Calder		Address 1504 E. 950 S.
ralcald@aol.com		Springville, UT 84663
Ph 801-368-6590		
Bid Notes Schedule is subject to SF crews		
Agency Notes:		Vendor Notes:

** All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

Hall Engineering

Bid Contact Bruce Hall
cjohnson@sfcn.com
Ph 801-372-2685

Address 482 West River Side Lane
Spanish Fork, UT 84660

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
0805-004-1-01	Concrete PRV Vault	Supplier Product Code:	First Offer - \$36,800.00	1 / lump sum	\$36,800.00		Y
Vendor Total					\$36,800.00		

Vendor: **Hall Engineering**

CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE

The Contractor shall furnish the following information. Failure to comply with this requirement will render the bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

A. CONTRACTOR's Name and Local Address:

Bruce Hall
482 West River Side Lane
Spanish Fork, UT 84660

B. CONTRACTOR's Local Telephone Number: **801-798-2550**

C. CONTRACTOR's License: Primary Classification: **A1, B1**

State License No.: **028803**

Supplemental Classifications held, if any:

D. Number of years as a contractor in Construction Work of this type: **30**

E. Names and titles of Principal Officers of CONTRACTOR's Firm:

Bruce Hall President

Name

Title

Name

Title

Name

Title

F. Name, address, and telephone numbers of surety company and agent who will provide the required bonds on this Contract:

Western States Insurance Agency Inc.

87 East Center Street #101

Spanish Fork, UT 84660

G. CONTRACTOR'S maximum bonding amount: **1,000,000**

H. The CONTRACTOR must agree to the insurance and bonding requirements in the bid documents.

I. List 4 projects of similar type and scale to this project completed within the last five years:

1. Project Name: **Genava Nitrogen**
Client: **Geneva Nitrogen**
Client Contact: **Duane Higginson**
Client Phone #: **801-227-7300**
Bid Amount: **3,000,000** Actual Cost: **3,000,000**

Major Items and Quantities:

2. Project Name:
Client:
Client Contact:
Client Phone #:
Bid Amount: Actual Cost:

Major Items and Quantities:

3. Project Name:
Client:
Client Contact:
Client Phone #:
Bid Amount: Actual Cost:

Major Items and Quantities:

4. Project Name:
Client:
Client Contact:
Client Phone #:
Bid Amount: Actual Cost:

Major Items and Quantities:

- J. List last 6 projects of similar budget completed by CONTRACTOR in chronological order.

	Client	Telephone #	Bid Amt	Actual Amt	Dates
1.					
2.					
3.					
4.					
5.					
6.					

- K. List all utility or road projects over \$25,000 completed by the CONTRACTOR in Spanish Fork City either for the City or a Developer.

	Client	Telephone #	Bid Amt	Actual Amt	Dates
1.					
2.					
3.					
4.					
5.					
6.					

L. Number of employees **2**

M. List supervisors who would work on this project and their experience:
Bruce Hall

N. List the major equipment that would be used on this project:

Equipment	Age	Hours	Owned/Rented
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CONTRACTOR's Signature: **Bruce Hall** Date: **06/09/2008**

RB Construction & Concrete Inc.

Bid Contact Bert Bradford
rbconstruction2002@yahoo.com
 Ph 801-794-1330

Address PO Box 806
 Spanish Fork, UT 84660

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
0805-004-1-01	Concrete PRV Vault	Supplier Product Code:	First Offer - \$38,359.00	1 / lump sum	\$38,359.00		Y
Vendor Total					\$38,359.00		

Vendor: **RB Construction & Concrete Inc.**

CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE

The Contractor shall furnish the following information. Failure to comply with this requirement will render the bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

A. CONTRACTOR's Name and Local Address:

RB Construction & Concrete, inc.
box 806
spanish fork, ut 84660

B. CONTRACTOR's Local Telephone Number: **801-794-1330**

C. CONTRACTOR's License: Primary Classification: **e100, b100**

State License No.: **248596**

Supplemental Classifications held, if any: **s260**

D. Number of years as a contractor in Construction Work of this type: **30**

E. Names and titles of Principal Officers of CONTRACTOR's Firm:

Randall Bradford President

Name Title

Vicki Bradford Vice President

Name Title

Bert Bradford Secretary

Name Title

F. Name, address, and telephone numbers of surety company and agent who will provide the required bonds on this Contract:

Leavitt

Mike Vowels

798-7343

G. CONTRACTOR'S maximum bonding amount: **5,000,000.00**

H. The CONTRACTOR must agree to the insurance and bonding requirements in the bid documents.

I. List 4 projects of similar type and scale to this project completed within the last five years:

1. Project Name:
Client:
Client Contact:
Client Phone #:
Bid Amount: Actual Cost:
Major Items and Quantities:

2. Project Name:
Client:
Client Contact:
Client Phone #:
Bid Amount: Actual Cost:
Major Items and Quantities:

3. Project Name:
Client:
Client Contact:
Client Phone #:
Bid Amount: Actual Cost:
Major Items and Quantities:

4. Project Name:
Client:
Client Contact:
Client Phone #:
Bid Amount: Actual Cost:

Major Items and Quantities:

- J. List last 6 projects of similar budget completed by CONTRACTOR in chronological order.

	Client	Telephone #	Bid Amt	Actual Amt	Dates
1.					
2.					
3.					
4.					
5.					
6.					

- K. List all utility or road projects over \$25,000 completed by the CONTRACTOR in Spanish Fork City either for the City or a Developer.

	Client	Telephone #	Bid Amt	Actual Amt	Dates
1.					
2.					
3.					
4.					
5.					
6.					

L. Number of employees

M. List supervisors who would work on this project and their experience:

Bert Bradford

15 years

Project Management

Concrete

Excavation

Finish Carpentry

N. List the major equipment that would be used on this project:

Equipment	Age	Hours	Owned/Rented
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CONTRACTOR's Signature: Date:

Wasatch West Construction

Bid Contact JD Tyrrell
jd@wasatchwestllc.com
 Ph 801-677-0064 x40

Address 845 North 400 West
 Salt Lake City, UT 84054

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
0805-004-1-01	Concrete PRV Vault	Supplier Product Code:	First Offer - \$46,511.00	1 / lump sum	\$46,511.00	Y	Y
Vendor Total					\$46,511.00		

Wasatch West Construction
Item: Concrete PRV Vault

Attachments
bid bonds.pdf
wasatch west.pdf

Power of Attorney

277646

WESTCHESTER FIRE INSURANCE COMPANY



1206781

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

- "RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):
- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

FURTHER RESOLVED, that the Resolution of the Board of Directors of the Company adopted at the meeting held on November 3, 1999 relating to the authorization of certain persons to execute, for and on behalf of the Company, Written Commitments and appointments and delegations, is hereby rescinded.

Does hereby nominate, constitute and appoint MICHAEL J. WADE, KELLER N. JENSEN, JOHN D. SCHLICHT, BRIAN S. RUECKERT and ALAN W. LORD all of the City of Salt Lake City, State of Utah, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding One Million Dollars (\$1,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has herunto subscribed his name and affixed the corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 10th day of May 2007.



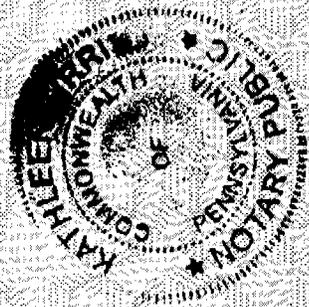
WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 10th day of May, A.D. 2007, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written,



NOTARIAL SEAL
Kathleen Tirri, Notary Public
Philadelphia, Philadelphia County
My commission expires September 22, 2007

Kathleen Tirri
Notary Public

I, the undersigned Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 10th day of June 2008



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER May 10, 2009

FORM NO. 8800S

Vendor: **Wasatch West Construction**

CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE

The Contractor shall furnish the following information. Failure to comply with this requirement will render the bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

A. CONTRACTOR's Name and Local Address:

Wasatch West Construction, LLC
1821 South Bluffridge Drive, Suite 2
Syracuse, UT 84075

B. CONTRACTOR's Local Telephone Number: **801-677-0064**

C. CONTRACTOR's License: Primary Classification: **B100**

State License No.: **6155895-5501**

Supplemental Classifications held, if any: **E100**

D. Number of years as a contractor in Construction Work of this type: **5+**

E. Names and titles of Principal Officers of CONTRACTOR's Firm:

J.D. Tyrrell - Manager/Owner

Name	Title
------	-------

Name	Title
------	-------

Name	Title
------	-------

F. Name, address, and telephone numbers of surety company and agent who will provide the required bonds on this Contract:

Westchester Fire

5619 South Curtice Street

Littleton, Colorado 80120

The Presidio Group

5295 S 300 W, #550

Salt Lake City, UT 84157

Ph: 801-924-1400

Fax: 801-924-1441

- G. CONTRACTOR'S maximum bonding amount: **\$500,000**
- H. The CONTRACTOR must agree to the insurance and bonding requirements in the bid documents.
- I. List 4 projects of similar type and scale to this project completed within the last five years:

1. Project Name: **Comfort Inn - Rock Springs**

Client: **Comfort Inn - M-13 Construction**

Client Contact: **Ben Smith**

Client Phone #:

Bid Amount: **195,000** Actual Cost: **195,000**

Major Items and Quantities:

Grading, Sidewalk, Storm Drain Vaults and Catch Basin, Retain walls, curb and gutter.

2. Project Name: **Salt Storage Area at Steiner Aquatic**

Client: **Salt Lake City**

Client Contact: **Dat Phan**

Client Phone #:

Bid Amount: **344,000** Actual Cost: **344,000**

Major Items and Quantities:

Site demolition, Grading, Underground concrete storage vaults (8' x 8' x 24' each), concrete mowstrip, Curb and gutter, Storm Drain, irrigation and landscape.

3. Project Name: **NSL Corp Office/Warehouse**

Client: **NSL Corp**

Client Contact: **Kent Whitehead**

Client Phone #:

Bid Amount: **369,000** Actual Cost: **369,000**

Major Items and Quantities:

Concrete Tilt-up Structure, Footings, Foundation, Interior Flatwork, Exterior Flatwork, Sidewalks, Curb, Storm Drain, Catch basins, grading and asphalt.

4. Project Name: **PPM Office/Warehouse**

Client: **PPM Plumbing/ M-13 Construction**

Client Contact: **Ben Smith**

Client Phone #:

Bid Amount: **364,000** Actual Cost: **364,000**

Major Items and Quantities:

Concrete Tilt-up Structure, Footings, Foundation, Interior Flatwork, Exterior Flatwork

- J. List last 6 projects of similar budget completed by CONTRACTOR in chronological order.

Client	Telephone #	Bid Amt	Actual Amt	Dates
1. SLC- Dat Phan - #	344,000/ 344,000	April 2008-June 2008		
2. DFCM- Mike Ambre-	\$ 161,000/161,000	Nov. 2007- Jan 2008		
3. PPM Plumbing/M-13 Construction - M-13 Construciton	-\$364,000/364,000	Jan 2008- April 2008		
4. Cpmfort Inn/M-13 Construction -	\$195,000/195,000	Oct 2007 to Dec 2007; April 2008- May 2008		
5. DFCM/ DATC-	\$238,000/238,000-	June 2007- Aug 2007		
6. Wendover City -	451,000/451,000	June 2007 - September 2007		

- K. List all utility or road projects over \$25,000 completed by the CONTRACTOR in Spanish Fork City either for the City or a Developer.

Client	Telephone #	Bid Amt	Actual Amt	Dates
1. None				
2.				
3.				
4.				
5.				
6.				

L. Number of employees **6**

M. List supervisors who would work on this project and their experience:

Brock Tolley
Superintendent
10 Years in current position
6 years as Foreman

J.D. Tyrrell
8 Year as Project Manager/ Owner
6 Years as Superintendent
3 Years as Foreman

N. List the major equipment that would be used on this project:

Equipment	Age	Hours	Owned/Rented
Concrete Forms and Materials-	New		
Reach Fork - New -	Rented		

CONTRACTOR's Signature: **J.D. Tyrrell** Date: **06/10/08**

Fish Construction

Bid Contact Stephen Fish
sdeanfish@gmail.com
 Ph 801-798-8357

Address 513 West Quail Run
 Spanish Fork, UT 84660

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
0805-004-1-01	Concrete PRV Vault	Supplier Product Code:	First Offer - \$49,000.00	1 / lump sum	\$49,000.00		Y
Vendor Total					\$49,000.00		

Vendor: **Fish Construction**

CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE

The Contractor shall furnish the following information. Failure to comply with this requirement will render the bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

A. CONTRACTOR's Name and Local Address:

Fish Construction Inc.
513 West Quail Run Rd
Spanish Fork Ut.

B. CONTRACTOR's Local Telephone Number: **801 798 8357**

C. CONTRACTOR's License: Primary Classification: **E100**

State License No.: **25167-5501**

Supplemental Classifications held, if any: **S260**

D. Number of years as a contractor in Construction Work of this type: **36**

E. Names and titles of Principal Officers of CONTRACTOR's Firm:

Stephen Fish President

Name Title

Adam T. Fish

Name Title

Kathleen A Fish

Name Title

F. Name, address, and telephone numbers of surety company and agent who will provide the required bonds on this Contract:

Western States Ins

45 East Center St

Sp. Fork Ut 84660

8017987461

G. CONTRACTOR'S maximum bonding amount:

H. The CONTRACTOR must agree to the insurance and bonding requirements in the bid documents.

I. List 4 projects of similar type and scale to this project completed within the last five

years:

1. Project Name: **SF City Elec. Sub Station**
Client: **SF City**
Client Contact: **Kelly**
Client Phone #:
Bid Amount: **45 k** Actual Cost: **45k**
Major Items and Quantities:
concrete 103 yards

2. Project Name: **Ottesen Dairy**
Client: **Paul Ottesen**
Client Contact: **Paul**
Client Phone #: **798**
Bid Amount: **12 900** Actual Cost: **12900**
Major Items and Quantities:
Concrete Collection box for surf run off

3. Project Name: **Spanish Fork City**
Client: **S F city**
Client Contact:
Client Phone #: **798 5000**
Bid Amount: **11400.00** Actual Cost: **16500**
Major Items and Quantities:
Concrete foundation 107 yrd Metal Building

4. Project Name: **Valve box**
Client: **Dannials community water**
Client Contact: **Dannials**

Client Phone #:

Bid Amount: **68k** Actual Cost: **64k**

Major Items and Quantities:
Concrete box 35 yrds

- J. List last 6 projects of similar budget completed by CONTRACTOR in chronological order.

	Client	Telephone #	Bid Amt	Actual Amt	Dates
1.	S F City	798 8357	45000	45000	
2.					
3.					
4.					
5.					
6.					

- K. List all utility or road projects over \$25,000 completed by the CONTRACTOR in Spanish Fork City either for the City or a Developer.

	Client	Telephone #	Bid Amt	Actual Amt	Dates
1.	Spanish Fork				
2.					
3.					
4.					
5.					
6.					

- L. Number of employees
- M. List supervisors who would work on this project and their experience:
Stephen Fish 39 years
Travis Fish 15 years
- N. List the major equipment that would be used on this project:

Equipment	Age	Hours	Owned/Rented
Case Back hoe 15	6000	owen	
Case Skid steer 8	4500	owen	
International Bob tail	25		

CONTRACTOR's Signature: **Stephen D Fish** Date: **June 9 2008**

Lyndon Jones Construction

Bid Contact Lyndon Jones
Lyndonj@jonesconst.com
 Ph 801-253-3478

Address 1277 W Chapel Ridge Dr
 South Jordan, UT 84095

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
0805-004-1-01	Concrete PRV Vault	Supplier Product Code:	First Offer - \$57,500.00	1 / lump sum	\$57,500.00	Y	Y
Vendor Total					\$57,500.00		

Lyndon Jones Construction

Item: Concrete PRV Vault

Attachments

Crab Creek PRV Vault 2008 Bid Bond.tif

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Lyndon Jones Construction, Inc.
1277 Chapel Ridge Dr., South Jordan, UT 84095

as Principal, hereinafter called the Principal, and Insurance Company of the West
PO Box 85563, San Diego, CA 92186-5563

a corporation duly organized under the laws of the State of CA
as Surety, hereinafter called the Surety, are held and firmly bound unto Spanish Fork City
40 South Main, Spanish Fork, UT 84660

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Crab Creek PRV Vault 2008

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of June, 2008

Seth Christensen
(Witness)

Lyndon Jones Construction, Inc.
(Principal) (Seal)
By: Jessie Shear Estimator (Title)

Seth Christensen
(Witness)

Insurance Company of the West
(Surety) (Seal)
By: Judy Parry Attorney-in-Fact (Title)

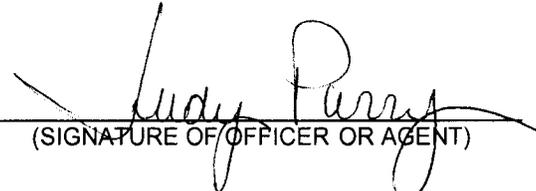
AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

**AFFIDAVIT OF QUALIFICATION
FOR SURETY COMPANIES**

STATE OF UTAH) SS
COUNTY OF SALT LAKE)

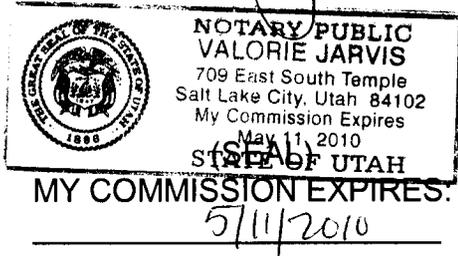
JUDY PARRY, BEING FIRST AND DULY SWORN, ON OATH DEPOSES AND SAYS THAT HE IS THE ATTORNEY-IN-FACT (OFFICER OR AGENT) OF SAID COMPANY, AND THAT HE IS DULY AUTHORIZED TO EXECUTE THE SAME AND HAS COMPLIED IN ALL RESPECTS WITH THE LAWS OF THE STATE OF UTAH, IN REFERENCE TO BECOMING SOLE SURETY UPON BONDS, UNDERTAKINGS AND OBLIGATIONS.

SUBSCRIBED AND SWORN TO BEFORE
ME THIS 10th DAY OF June A.D.
2008.


(SIGNATURE OF OFFICER OR AGENT)

P.O. Box 58139
709 East South Temple
Salt Lake City, UT 84158-0139
(RESIDENCE)


(SIGNATURE OF NOTARY PUBLIC)



(SURETY SEAL)

(THIS FORM REQUIRED TO
BE FILLED OUT BY SECTION
31-24-3, UCA 1953)

709 East South Temple
Salt Lake City, Utah 84102

No. 0004285

**ICW GROUP
Power of Attorney
Insurance Company of the West
Explorer Insurance Company Independence Casualty and Surety Company**

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

WILLIAM R. MORETON, JONATHAN M. JEPSEN, PHILIP S. WALTER
BETTE J. CROSHAW, JUDY PARRY, VALORIE JARVIS

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 2nd day of January, 2008.



**INSURANCE COMPANY OF THE WEST
EXPLORER INSURANCE COMPANY
INDEPENDENCE CASUALTY AND SURETY COMPANY**

Jeffrey D. Sweeney, Assistant Secretary

J. Douglas Browne, Senior Vice President

State of California }
County of San Diego } ss.

On January 2, 2008, before me, Mary Cobb, Notary Public, personally appeared J. Douglas Browne and Jeffrey D. Sweeney, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Mary Cobb, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 10 day of June, 2008.

Jeffrey D. Sweeney, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

Vendor: **Lyndon Jones Construction**

CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE

The Contractor shall furnish the following information. Failure to comply with this requirement will render the bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

A. CONTRACTOR's Name and Local Address:

Lyndon Jones Construction
1277 W Chapel Ridge Dr
South Jordan, UT 84095

B. CONTRACTOR's Local Telephone Number: **801-253-3478**

C. CONTRACTOR's License: Primary Classification: **B100, E100**

State License No.: **268590-5501**

Supplemental Classifications held, if any:

D. Number of years as a contractor in Construction Work of this type: **14**

E. Names and titles of Principal Officers of CONTRACTOR's Firm:

Lyndon Jones - President

Name	Title
------	-------

Stacy Jones - Corp Secretary

Name	Title
------	-------

Name	Title
------	-------

F. Name, address, and telephone numbers of surety company and agent who will provide the required bonds on this Contract:

Fred A Moreton & Company

709 East South Temple

Salt Lake City, UT

Judy Parry - 531-1234

G. CONTRACTOR'S maximum bonding amount: **\$10,000,000**

H. The CONTRACTOR must agree to the insurance and bonding requirements in the bid documents.

I. List 4 projects of similar type and scale to this project completed within the last five

years:

1. Project Name: **Bell Canyon Phase I**
Client: **Sandy City Dept of Public Utilities**
Client Contact: **Lowell Williams**
Client Phone #: **801-495-2224**
Bid Amount: **\$850,963** Actual Cost: **\$895,750**

Major Items and Quantities:
Waterline & Concrete Vault

2. Project Name: **Pony Express Phase I**
Client: **Draper City**
Client Contact: **Bill Bigelow**
Client Phone #: **801-566-5599**
Bid Amount: **\$1,355,000** Actual Cost: **\$1,430,000**

Major Items and Quantities:
Installation of 5000 LF of 30" ductile iron waterline

3. Project Name: **Bell Canyon Phase II**
Client: **Bell Canyon Irrigation Co**
Client Contact: **Lowell Williams**
Client Phone #: **801-495-2224**
Bid Amount: **\$712,500** Actual Cost: **\$750,000**

Major Items and Quantities:
Pressurized irrigation of 12" HDPE and 2" HDPE with Airvac's and PRV'sD

4. Project Name: **Pony Express Pipeline Phase II**
Client: **Draper City**
Client Contact: **Bill Bigelow**

Client Phone #: **801-566-5599**

Bid Amount: **\$767,931** Actual Cost: **\$808,331**

Major Items and Quantities:

Installation of 30" ductile iron pipe waterline 800 LF

J. List last 6 projects of similar budget completed by CONTRACTOR in chronological order.

Client	Telephone #	Bid Amt	Actual Amt	Dates
1. Salt Lake City - Westside Railroad	(801)535-7676	\$3,297,000	\$3,467,000	Summer 07 to Still under construction
2. Draper City Pony Express Ph II	(801) 566-5599	\$767,931	\$808,331	January 2008 to still under construction
3. Bell Canyon Ph II	(801) 495-2224	\$712,500	\$895,750	Fall 2007 to still under construction
4. Draper City Pony Express PH I	(801)566-5599	\$1,355,000	\$1,430,000	2007
5. Bell Canyon Ph I	(801)495-2224	\$850,963	\$895,750	09-2007
6. Sandy City Storm Drain		\$2,644,163	\$2,783,163	2006-2007

K. List all utility or road projects over \$25,000 completed by the CONTRACTOR in Spanish Fork City either for the City or a Developer.

Client	Telephone #	Bid Amt	Actual Amt	Dates
1.				
2.				
3.				
4.				
5.				
6.				

L. Number of employees **15**

M. List supervisors who would work on this project and their experience:
Garen Beck- 13 years with Lyndon Jones Construction as project superintendent. Field contact for all owners and crew members, oversee's all projects, schedules projects, manages field crew, machine operation. 4 years as project manager for Bademan & associates from 1990-1994

N. List the major equipment that would be used on this project:

Equipment	Age	Hours	Owned/Rented
Miscellaneous Concrete Form's			Owned

CONTRACTOR's Signature: **Traci Green** Date: **06/10/08**

Ridgeline Development Inc.

Bid Contact Ralph Calder
ralcald@aol.com
 Ph 801-368-6590

Address 1504 E. 950 S.
 Springville, UT 84663

Bid Notes Schedule is subject to SF crews

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
0805-004-1-01	Concrete PRV Vault	Supplier Product Code:	First Offer - \$69,619.63	1 / lump sum	\$69,619.63		Y
Vendor Total					\$69,619.63		

Vendor: **Ridgeline Development Inc.**

CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE

The Contractor shall furnish the following information. Failure to comply with this requirement will render the bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

A. CONTRACTOR's Name and Local Address:

Ridgeline Development Inc.
1504 E. 950 S.
Springville, Utah 84663

B. CONTRACTOR's Local Telephone Number: **801-368-6590**

C. CONTRACTOR's License: Primary Classification: **B-100**

State License No.: **4787169-5501**

Supplemental Classifications held, if any:

D. Number of years as a contractor in Construction Work of this type: **8**

E. Names and titles of Principal Officers of CONTRACTOR's Firm:

Ralph P. Calder President

Name

Title

Name

Title

Name

Title

F. Name, address, and telephone numbers of surety company and agent who will provide the required bonds on this Contract:

Western States Insurance

Spanish Fork, Utah

Denise Bohn

G. CONTRACTOR'S maximum bonding amount: **300k**

H. The CONTRACTOR must agree to the insurance and bonding requirements in the bid documents.

I. List 4 projects of similar type and scale to this project completed within the last five years:

1. Project Name: **Spanish Fork Sports Park Lean to Building**
Client: **Spanish Fork City**
Client Contact: **Trapper**
Client Phone #:
Bid Amount: **50k** Actual Cost: **50k**
Major Items and Quantities:
Excavation, footing, foundation, building erection
2. Project Name: **Cornaby Railing Building**
Client: **Chad Railing and Powder Coat**
Client Contact: **Chad Cornaby**
Client Phone #: **801-376-2183**
Bid Amount: **Cost plus** Actual Cost: **700k+**
Major Items and Quantities:
Design, development, excavation, concrete work, utilities, building erection, framing (entire project)
3. Project Name: **Mountain Extreme Power Sports Bldg**
Client: **Mountain Extreme Power Sports**
Client Contact: **Steve Miner**
Client Phone #: **801-420-2135**
Bid Amount: **Cost plus** Actual Cost: **250k**
Major Items and Quantities:
Entire project excavation, concrete, building erection, stucco, rock, ect
4. Project Name: **Oak Hill Equine Center**
Client: **Oak Hills Equine**
Client Contact: **MaryAnn Ford**

Client Phone #: **801-423-2196**

Bid Amount: **Cost plus** Actual Cost: **700k+**

Major Items and Quantities:

Site work, concrete, excavation, Building erect, office finish

- J. List last 6 projects of similar budget completed by CONTRACTOR in chronological order.

	Client	Telephone #	Bid Amt	Actual Amt	Dates
1.					
2.					
3.					
4.					
5.					
6.					

- K. List all utility or road projects over \$25,000 completed by the CONTRACTOR in Spanish Fork City either for the City or a Developer.

	Client	Telephone #	Bid Amt	Actual Amt	Dates
1.					
2.					
3.					
4.					
5.					
6.					

L. Number of employees **4**

M. List supervisors who would work on this project and their experience:
Ralph Calder - President - Engineer, Contractor 25+ years

N. List the major equipment that would be used on this project:

Equipment	Age	Hours	Owned/Rented
-----------	-----	-------	--------------

CONTRACTOR's Signature: **Ralph P. Calder** Date: **6/10/2008**

Memo

To: Mayor & City Council
From: Richard Heap, Public Works Director/City Engineer
Date: June 16, 2008
Re: NRCS Grant Agreement Amendment #2

Staff Report

The City applied for and received a \$150,000 increase in the NRCS grant to construct a trail along the Spanish Fork River. The NRCS was able to increase this grant by another \$150,000 for a total of \$300,000. This grant agreement amendment includes this increase and adjusts phase deadlines and budgets. The agreement will not be available until the afternoon of June 17th so copies will be provided at council meeting.

The engineering office has reviewed a preliminary draft of the amendment. The engineering office and city attorney will review the final draft of the agreement amendment before city council on the 17th and will most likely recommend approval of the amendment.



REDEVELOPMENT AGENCY MEETING

PUBLIC NOTICE is hereby given that the Redevelopment Agency of Spanish Fork, Utah, will hold a public meeting in the City Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on June 17, 2008.**

AGENDA ITEMS:

1. CALL TO ORDER:

2. MINUTES:

a. [June 3, 2008](#)

3. PUBLIC HEARING:

a. FY 2009 Budget Adoption

ADJOURN:

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

Notice is hereby given that:

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

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

1 **Tentative Minutes**
2 **Spanish Fork City Redevelopment Agency Meeting**
3 **June 3, 2008**
4

5 Elected Officials Present: Mayor Joe L Thomas, Councilmember's G. Wayne Andersen,
6 Jens P. Nielson, Rod Dart, Richard M. Davis
7

8 Staff Present: Dave Oyler, City Manager; Seth Perrins, Assistant City Manager; Kent
9 Clark, Finance Director; Dale Robinson, Parks and Recreation Director; Richard Heap,
10 Public Works Director; Dee Rosenbaum, Public Safety Director; Dave Anderson, City
11 Planner; John Bowcut, IS Director; Christine Johnson, Assistant City Attorney; Troy
12 Larsgard, Administrative Intern; Kimberly Robinson, City Recorder
13

14 Citizens Present: Lana Creer Harris,
15

16 **ADJOURN TO RDA MEETING:**
17

18 Councilman Andersen made a **Motion** to adjourn to the Redevelopment Agency Meeting.
19 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:07 p.m.
20

21 **Public Hearing**
22

23 Councilman Andersen made a **Motion** to open the public hearing. Councilman Davis
24 **Seconded** and the motion **Passed** all in favor at 7:08 p.m.
25

26 Mr. Clark explained the budget change dealing with North Park. He also explained the
27 remaining RDA items in the budget.
28

29 This item was opened for public comment.
30

31 There was no public comment given at this time.
32

33 Councilman Andersen made a **Motion** to close the public hearing. Councilman Dart
34 **Seconded** and the motion **Passed** all in favor at 7:12 p.m.
35

36 **Minutes**
37

38 Councilman Andersen made a motion to approve minutes. Councilman Davis **Seconded**
39 and the motion **Passed** all in favor.
40

41 Councilman Andersen made a **Motion** to adjourn back to the regular meeting.
42 Councilman Dart **Seconded** and the motion **Passed** all in favor at 7:13 p.m.
43

44 ADOPTED:
45

Kimberly Robinson, City Recorder