



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 1, 2010**.

AGENDA ITEMS:

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

- a. Pledge, led by invitation

2. PUBLIC COMMENTS:

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

3. COUNCIL COMMENTS:

4. PUBLIC HEARING:

- a. FY 2011 Budget

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 – May 18, 2010](#)
b. * [Energy Grant Contract](#)

6. NEW BUSINESS:

7. * [ADJOURN TO RDA MEETING:](#)

ADJOURN:

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

Notice is hereby given that:

- In the event of an absence of a quorum, agenda items will be continued to the next regularly scheduled meeting.
- By motion of the Spanish Fork City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that Chapter.
- This agenda is also available on the City's webpage at www.spanishfork.org

SPANISH FORK CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. The public is invited to participate in all Spanish Fork City Council Meetings located at 40 South Main St. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at 804-4530.

Tentative Minutes
Spanish Fork City Council Meeting
May 18, 2010

Elected Officials Present: Mayor G. Wayne Andersen, Councilman Steve Leifson, Rod Dart, Richard M. Davis, Jens P. Nielson, Keir A. Scoubes.

Staff Present: David Oyler, City Manager; Junior Baker, City Attorney; Dave Anderson; Community Development Director; Kent Clark, Finance Director; Chris Thompson, Assistant Public Works Director; Angie Warner, Deputy Recorder.

Citizens Present: Kinsley Oates, Lana Harris, Cary Hanks, Brad Fillmore, Melanie Fillmore, Tyrel James.

CALL TO ORDER, PLEDGE, RECOGNITION:

Mayor Andersen called the meeting to order at 6:01 p.m.

Councilman Scoubes led in the pledge of allegiance.

Strawberry Days Rodeo Royalty

The Royalty announced that the Strawberry Days in Pleasant Grove City will be June 16, 17, 18. They invite everyone come join in the celebration.

Fiesta Days Rodeo Royalty

The Royalty invited everyone to the Spanish Fork Fiesta Days in July. They described some of the events that would be going on at the celebration.

PUBLIC COMMENT:

There was no public comment at this time.

COUNCIL COMMENTS:

Councilman Davis thanked everyone that helped plant all the flowers along Main Street. This City has great volunteers and grounds crews that put their time into making our Main Street look beautiful. On May 26th we will need volunteers to come to the cemetery to help put the veteran crosses out. There was an Eagle project completed recently where they built 2 wagons to carry the crosses.

The Fiesta Days planning is going great. We found volunteers that wanted to be our parade chairs for next year. We always are looking for more volunteers and thank all those that already help with the big event.

Councilman Leifson thanked everyone for helping plant the flowers along Main Street.

Councilman Dart announced that the Library is gearing up for the summer reading programs. He thanked Cary Hanks and the Chamber of Commerce for helping with the Economic Summit event.

Miss Pleasant Grove Royalty arrived to speak to the council.

Again, they invited everyone to the Strawberry Days. Explained a few of the events they have.

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Councilman Scoubes announced the Summer Youth Arts Festival will be June 14 -25 at Maple Mountain High School. If you would like to participate you can register online.

Mayor Andersen said that everyone knows about the I-15 reconstruction project that is in the process, we do have some concerns. At the last Metropolitan Planning Organization meeting where they prioritize road construction. We requested a grant for \$150,000 to do a traffic study at Center Street & 2700 North interchanges that was granted.

Councilman Davis made a **Motion** to open the public hearing.
Councilman Nielson **Seconded** and the motion **Passed** all in favor at 6:20p.m.

PUBLIC HEARING:

Reconsider of proposed Zoning Map Amendment-the proposed Amendment would approve a Zone Change at 1968 East 1200 South to change the zoning from R-1-9 to R-1-6

Mr. Baker explained the reason for bringing this item back to City Council is that the notice that went out to the public stated that if the public could not attend they could send their comments via email. Some of the emails the City received were not included in the meeting. We will revisit the issue to be sure to include the emails. You have seen the staff reports on this issue from Mr. Anderson and his views have not changed.

Brad Fillmore, homeowner of the property, realizes that the City Council has a difficult job making all these decisions. He wondered why this issue was back before the City Council again. They have followed the procedure. At the meeting when the zone change was passed, no one opposed it at that time.

Melanie Fillmore was informed by Mr. Baker that if they got their application in while the property is a R-1-6 zone that they will be grandfathered in. They applied and have done all they were suppose to do and have spent a lot of time and money going through the process. She expressed a hope that their process would continue forward.

Councilman Leifson made a **Motion** to move out of the public hearing.
Councilman Dart **Seconded** and the motion **Passed** all in favor at 6:30p.m.

Councilman Davis still stands by his comments at the last meeting.

Mayor Andersen stated that several emails were received but not presented at the meeting and that some were not in favor of this action. Mayor Andersen made a statement that we sit and consider issues before us and implement laws that are passed by the state legislature that govern cities. I know that it is legal to spot zone but is it good policy? Does it protect the value of the community or of a neighborhood or does it just address one particular resident? The bigger picture needs to be taken into consideration. We need to guide and direct how the community is built. We have residential zones away from commercial. We shouldn't judge each spot zone separately; we should treat them equally and as a whole. It is very important that we do it concerning a whole zone by definition not by spot zone. I am concerned about the precedent set. Are we going to allow this flood gate to open and have spot zoning all over? I think we need to rescind the action that was made two meetings ago.

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Councilman Nielson agrees that we need to have consistency. His feeling is that we make decisions based on rules we have to follow, but they give some flexibility. This was a unique circumstance; and they had the support of the neighbors. If we had every homeowner wanting to have an accessory apartment, then that would cause problems. He agrees with the Mayor but does not regret his decision.

Councilman Scoubes is not a proponent of spot zoning but he still stands by his decision. The Planning and Zoning Commission recommended going through the process of a text amendment. That option of the text amendment did not work for the time frame for the Fillmore's, so it came down to the only option of spot zoning. He foresees the future of the neighborhood as allowing accessory apartments. Does that mean everyone is going to do it? No. But they would have the option.

Councilman Davis stands by the right way to do this and that is the text amendment. It is the best way. Spot zoning is just not the best way.

Councilman Davis made a **Motion** to change the zone at 1968 East 1200 South from R-1-6 back to R-1-9.

Councilman Leifson **Seconded** and the motion **Passed** by a roll call vote.

Councilman Nielson asked what happens next after changing the zone back to R-1-9

Mr. Baker explained that an accessory apartment is allowed in R-1-6. Once you have filed the permit for land use authorization, even if the zone change is back they can still proceed and they become a legal nonconforming use. If they move the zone stays with the home.

- Councilman Scoubes - Nay
- Councilman Dart – Aye; has some reservation he can see the need for accessory apartments.
- Councilman Leifson - Aye
- Councilman Davis - Aye
- Councilman Nielson - Nay

CONSENT ITEMS:

- a. Minutes of Spanish Fork City Council Meeting - May 4, 2010
- b. Regional Waste Water Property Lease Renewal

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

NEW BUSINESS:

I-Core Easement & Agreement along Highway 6 – Chris Thompson, Assistant Public Works Director

Mr. Thompson said that with the reconstruction of I-15 and Highway 6, UDOT will need to widen Highway 6. They need to acquire an easement over City property on the southwest side of the North Park Development. This easement should not interfere with the trail that is planned to connect to North Park. We recommend that they city approves this agreement.

146 Councilman Nielson made a **Motion** to approve the I-Core Easement & Agreement along Highway
147 6.
148 Councilman Scoubes **Seconded** and the motion **Passed** all in favor.

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150 **UDOT I-15 Project Update – Christina Davis, Project Communication Manager**

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152 Ms. Davis gave a presentation that highlighted what UDOT is doing to get the citizens
153 information on the I-Core Project:

- 154 • Website utah.gov/i15core has a lot of information of what is going on at the moment and
155 in the future.
- 156 • Weekly email that goes out with the updates. People can sign up on the website.
- 157 • Facebook and Twitter accounts
- 158 • Media: TV, newspapers, phones; we are using all the resources we can.
- 159 • Meeting with businesses, neighborhoods, citizens.
- 160 • Commuter Link Dashboard - businesses or cities can create their own website of their
161 area to see traffic or how to get to their location.
- 162 • Holiday weekends – delays, leave early and stay late, other routes.
- 163 • There has been a decrease in traffic on the freeways in the last couple of weeks.
- 164 • Shift travel time, carpooling, work from home, walk and bike, bus system.

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166 Councilman Leifson thanked Ms. Davis and appreciates the information that they are getting out
167 to the citizens.

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169 **Ordinance 09-10 Specifying the Duties of the Finance Director – Junior Baker, City Attorney**

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171 Mr. Baker stated that there was change in the law during the last legislative session requiring a
172 Finance Director to be appointed by the Mayor, with the consent of the Council. Two or three
173 years ago the City Council passed an ordinance splitting the office of Recorder and Finance
174 Director. At that time there was no state law concerning appointment of the Finance Director.
175 This Ordinance conforms to the new state law. We recommend the City Council approve this
176 ordinance.

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178 Councilman Dart made a **Motion** to approve Ordinance 09-10 Specifying the Duties of the
179 Finance Director.

180 Councilman Nielson **Seconded** and the motion **Passed** all in favor by roll call vote.

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182 Mr. Baker stated that he was asked by the mayor to schedule a Land Use Training for the City
183 Council and Planning Commission. I have scheduled this meeting for 6:00pm on May 27th. David
184 Church from the League of Cities and Towns will be presenting.

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186 Matt McEwan announced that there will be a public session for the City Budget Wednesday May
187 19, 2010 at 7:00pm. He encourages the public to attend.

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189 **CLOSED SESSION:**

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191 Councilman Dart made a **Motion** to adjourn to Closed Session for Real Property Acquisition.
192 Councilman Leifson **Seconded** and the motion **Passed** all in favor at 7:01p.m.

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194 Councilman Nielson made a **Motion** to adjourn the Closed Session.
195 Councilman Dart **Seconded** and the motion **Passed** all in favor at 7:40p.m.

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197 **ADJOURN:**

198 ADOPTED:
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Angie Warner, Deputy Recorder

DRAFT



SPANISH FORK CITY CONTRACT

State of Utah

Contract # _____

1. **CONTRACTING PARTIES:** This agreement is between the State of Utah, Department of Natural Resources, Utah State Energy Program, referred to as USEP, and Spanish Fork City, referred to as Subrecipient.

Subrecipient

Attn: Mayor G. Wayne Andersen
40 South Main Street
Spanish Fork, UT 84660-2031

Legal Status of Contractor

- Sole Proprietor
 Non-Profit Corporation
 Partnership
 Governmental Agency

Federal Tax ID No. 87-6000284

Vendor Number: 50510G

Commodity Code: 99999

Agency Code: 1000-560-3805-UEE1

Catalog Federal Domestic Assistance number: 81.128

DUNS #: 073105488

2. **GENERAL PURPOSE OF CONTRACT:** To provide funding under the American Recovery and Reinvestment Act (ARRA) Energy Efficiency and Conservation Block Grant (EECBG; DE-FOA-0000013) to the Subrecipient during the calendar years of 2010, 2011 and 2012 (October 07, 2012). The USEP approved activities include the following:

- *Spanish Fork City*
Street Lighting and Energy Audit
- *Senior Center*
Indoor Lighting and Window Retrofit, Ceiling Insulation and HVAC Upgrade
- *Parks and Recreation Building*
Indoor Lighting
- *Indoor Tennis Facility*
Indoor Lighting.

3. **PROCUREMENT: NA**

4. **CONTRACT PERIOD:** This contract is effective, with provisions (Attachment B: USEP Program Terms and Conditions (1) Provisions), upon signing by all parties and project end date is on **10/07/2012** unless otherwise extended or terminated in accordance with the terms and conditions of this contract. The Subrecipients will obligate all work by **04/01/2011**, and complete all awarded activities and expend all funds prior to the project end date (**10/07/2012**) as defined by the United States Department of Energy (DOE) or USEP.

5. **CONTRACT COSTS:** The Subrecipient will be paid a maximum of \$235,572 for costs authorized by this contract, for a total of \$235,572. The funds will be available for reimbursement to the Subrecipient once the Subrecipient meets all the provisions listed in Attachment B: USEP Program Terms and Conditions (1) Provisions and is complying with the remainder of this contract. Funds will be available in the form of bimonthly or monthly reimbursements, to be used for the purpose of the USEP approved activities.

6. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**

Attachment A – Division of Purchasing Standard Terms and Conditions

Attachment B – USEP EECBG Program Terms and Conditions

B1 – Buy American Form

B2 – Waste Stream Form

B3 – Weekly Payroll Form

Attachment C – Scope of Work (SOW) Form

Attachment D – Project Budget and Justification Form

Attachment E – DOE Special Terms and Conditions (DE-EE00000887)

Attachment F – Federal Assurances

Attachment G – 10 CFR 600.236 (i) Contract provisions

In the event of conflict between the provisions of Attachment A and the provisions of other attachments to this Contract, the provisions of Attachment A shall prevail.

7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED HERETO:**

a. All other governmental laws, regulations, or actions applicable to services provided herein.

8. **COMPLETE ON COST REIMBURSEMENT CONTRACTS ONLY:**

a. **AUDIT INFORMATION:** Jerriann Ernstsens, Utah Geological Survey State Energy Program, 1594 West North Temple, Suite 3110, Salt Lake City, Utah 84114-6100 (801) 537-3384.

What audits and reviews are required of this contract?

Financial? Yes X No

How Often? Quarterly or as requested by state or federal agency.

By Whom? USEP Representative, or other state or federal agency representative.

Program Compliance? Yes X No ___

How Often? Quarterly or as requested by state or federal agency.

By Whom? USEP Representative, or other state or federal agency representative.

**ATTACHMENT A:
STATE OF UTAH DIVISION OF PURCHASING STANDARD TERMS AND CONDITIONS**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.
 - 5.1 **Status Verification System**
 1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.
 2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
 3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
 4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.
 - 5.2 **Indemnity Clause for Status Verification System**
 1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
 2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
8. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
9. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

- 11. RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
- 12. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
- 13. TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- 14. NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
- 15. SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
- 16. WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
- 17. PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
- 18. DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
- 19. ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
- 20. PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
- 21. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
- 22. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
- 23. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or

eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.

24.FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

25.PROCUREMENT ETHICS: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).

26.CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Atth. A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.

27.ENTIRE AGREEMENT: This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

ATTACHMENT B: USEP EECBG PROGRAM TERMS AND CONDITIONS

- 1) **PROVISIONS:** This contract is effective, with provisions, upon signing by all parties and will terminate on the project end date (**10/07/2012**). The Subrecipients will obligate all work by **04/01/2011**. Once the Subrecipient (city/county) receives USEP approval, as indicated in the "release to start work" letter, for meeting the following provisions, the Subrecipient may begin work on EECBG funded activities.
Provisions: The Subrecipient must
 - a) Assist USEP in conducting a Contract Phase inspection.
 - b) Assist USEP in the State Historic Preservation Office (SHPO) Consultation, if needed. USEP will conduct the Consultation, but may need to obtain additional site-specific information from the city or county project manager.
 - c) Update Scope of Work (SOW) and Budget and Justification sheets included in this contract (Attachment C and D), including verifying DUNS or company/individual names on the Excluded Parties List System (EPLS). The USEP will conduct a sample audit. If any of the listed contractors are on the list, the city/county will not be able to use that contractor for the EECBG activity.
 - d) Update and complete the Buy American form (or other federally/state issued verification form; Attachment B1).
 - e) Update and complete the Waste Stream form (or other federally/state issued verification process; Attachment B2).
 - f) Establish a Davis Bacon process, if required for the project. One exception to Davis Bacon is if the city/county will use its own qualified staff to meet the labor needs, e.g., installing lights.
 - g) Establish transparency processes for EECBG funds.
 - h) **RECEIVE THE "RELEASE TO START WORK" IN WRITING BY USEP FOR EACH ACTIVITY.**
- 2) SOW and Budget And Justification Sheets (Attachment C and D)
 - a) Update will include the actual bid information and amounts from the contractors/subcontractors selected by the Subrecipient for each activity.
 - b) Copy of the updated SOW and Budget must be submitted to USEP for review and approval before USEP will issue the "release to start work" letter.
 - c) Subrecipients will use their own procurement procedures as long as they meet federal and state procurement procedures (see below for details on bidding).
 - d) USEP may request copies (or information) of the bid responses to the project/activity request for bid announcements.
- 3) Buy American Form (Attachment B1: Buy American Provision of ARRA Public Law 111-5- Feb. 17. 2009 Title XVI; <http://www.gpo.gov/fdsys/pkg/PLAW-111publ5/html/PLAW-111publ5.htm>)
 - a) Summary: "...none of the funds appropriated or otherwise made available by the Act may be used for a project for the construction, alteration, or repair of a public building or public work unless all the iron, steel, and manufactured goods used are produced in the US".
 - i) Subrecipients may submit a waiver (through USEP) to this requirement if the US product is 1) inconsistent with public interest, 2) unavailable, or 3) cost prohibitive (increases the entire project more than 25%.
 - ii) Categorical waivers issued by the Secretary of Interior are the following:
 - ❖ **LED traffic lights, arrows, and crosswalk signals**

- ❖ **Fluorescent electronic lighting ballasts (with the exception of electronic dimming ballasts for fluorescent lamps that are capable of operating the lamps below 50% of their rated light output)**
 - ❖ **Screwbase and pin-base compact fluorescent lamps (CFLs) (with the exception of plug-in CFLs longer than 10 inches).**
 - iii) "Manufactured goods: goods brought to the construction site for incorporation into the building or work that has been 1) processed into a specific form and shape or 2) combined with other raw material to create a material that has different properties than the properties of the individual raw materials.... There is no requirement with regard to the origin of components or subcomponents in manufactured goods used in a project, as long as the manufacturing occurs in the United States. (See 2 CFR 176.70(a)(2)(ii)." DOE Notice, December 17, 2009.
 - b) **PRIOR TO ANY WORK ON ANY ACTIVITY** – Subrecipients must update, complete, and sign (by the city/county project manager) the Buy American Form.
 - c) Copy of the updated and signed Buy American form must be re-submitted, along with the updated SOW and Budget, to USEP for review and approval before USEP will issue the "release to start work" letter.
- 4) Waste Stream Form (Attachment B2; DOE Contract Special Terms and Conditions, Provision #20)
- a) **PRIOR TO ANY WORK ON ANY ACTIVITY** – Subrecipients must update, complete and sign (by the city/county project manager) the Waste Stream Form.
 - b) Copy of the updated and signed Waste Stream Form must be re-submitted, along with the updated SOW and Budget, to USEP for review and approval before USEP will issue the "release to start work" letter.
- 5) Davis Bacon (40 USC 276a-7; <http://www.thecre.com/fedlaw/legal12a/276a.htm>; Wage Rate Requirement Provision of ARRA Public Law 111-5-Feb. 17. 2009 Title XVI; Attachment B3 – Signature and Payroll Form)
- a) Overview: All contractors and subcontractors must pay laborers and mechanics at a rate and fringe benefits equal to that paid to those workers of similar activities in the locality. Workers will be paid at regularly scheduled intervals and only those deductions allowable by law or as authorized the employee shall be taken out of the worker/s gross pay. All workers receive "overtime" compensation at a rate of one and a half (1.5) times the regular hourly wage for work performed in excess of forty (40) hours per week. All workers are assured safe and healthy working conditions. Guidance on this provision can be found under "Labor Standards Provisions Applicable to Contracts Covering Federally-financed and Assisted Construction" (29 CFR 5).
 - b) Subrecipient (city/county):
 - i) **IS THE RESPONSIBLE PARTY FOR DAVIS BACON ENFORCEMENT AND OVERSIGHT** for any activities that use contractors/subcontractors that are paid by EECBG funds.
 - ii) Must update SOW: After bid selection, the city/county project manager will update the SOW and Budget sheets, included in this contract. The updates may include maintaining the use of only contractors/subcontractors, or it may include splitting the work between contractors/subcontractors and qualified city/county staff - as leveraged (donated) hours to EECBG activities.
 - iii) Must include Department of Labor's Wage Determination in the bid announcement or other process of selecting contractors/subcontractors. The city/county must update and verify the Wage Determination immediately prior to the closing of the city/county bidding process.

- iv) Must maintain an EECBG labor standards file at the office of the Subrecipient program manager's office and must include all required records including the following:
 - ❖ WEEKLY certified payroll records of all contractors and subcontractors working on EECBG awarded activities.
 - ❖ Signature and Payroll Form (Attachment B3), signed.
(similar electronic version is downloadable <http://www.dol.gov/whd/forms/wh347.pdf>)
 - ❖ Other payroll-related monitoring records.
 - v) **MUST PROVIDE USEP WITH COPIES OF ALL THE WEEKLY SIGNATURE AND PAYROLL FORMS WITH THE MONTHLY REPORTS.**
 - vi) Must conduct on-site interviews (at the commencement of activities and at least once a month, thereafter) of all laborers and mechanics. Verify that required notices are posted. Verify the payroll reports comply with the Davis Bacon Wage Decision.
 - vii) Leveraged city/county qualified staff:
 - ❖ Davis Bacon will not apply to the portion of work that the city/county donates qualified city/county staff.
 - ❖ EECBG funds will not be used to pay for any donated hours.
 - c) Contractors and subcontractors:
 - i) **MUST COMPLY WITH DAVIS BACON AND ALL OTHER FEDERAL AND STATE LABOR LAWS.** ARRA: Guidance on how to comply with the Davis Bacon provision as it relates to ARRA is available at <http://www.dol.gov/esa/whd/contracts/dbra.htm> or EERE.energy.gov/wip.
 - ii) Must E-verify status of their employees and maintain records showing employee status. Must allow the federal or state inspectors access to the records, upon request. Note: The State Procurement Office will inspect a sample of Contracts each year.
- 6) Transparency
- a) Bidding and Selecting
 - i) Subrecipients will use their own procurement procedures, if they reflect applicable State and local laws and regulations, and if the procurements conform to applicable Federal law (10 CFR 600.236) and the standards identified in this contract.
 - ii) Bid announcements must include notification of compliance with Davis Bacon, Buy America, and Waste Stream Plan.
 - b) Accounting
 - i) Separate accounting records for each activity.
 - ii) Separate accounting records for 1) EECBG funds and 2) all other non-federal sources of leveraged funds that contribute to an EECBG funded activity.
 - c) Leveraged Funds/Hours
 - i) Leveraged funds are not a requirement of the EECBG program.
 - ii) During the Contract Phase, USEP will confirm with the Subrecipient the claim for leveraged funds in the EECBG application.
 - iii) Leveraged fund/hours must be reported to USEP.
 - d) Rebates
 - i) Rebates are not a requirement of the EECBG program.
 - ii) Rebates or utility incentives are different from leveraged funds. These programs usually will come after installation of an activity request. The reporting time needed for rebates will be added onto the project period.

- iii) During the Contract Phase, USEP will confirm with the Subrecipient the claim for rebates in the EECBG application. Claimed rebates must be accounted for and reported to USEP.

7) **REPORTING (MONTHLY AND QUARTERLY MONITORING) AND INVOICING**

- a) Subrecipient must have the qualified staff (listed in the updated SOW) draft and submit report form. If there are changes in the named staff, the Subrecipient must let USEP know of the change.
- b) Subrecipients must have the two qualified staff or designated officials (listed in the updated SOW) draft/review and sign invoices made out to USEP and checks made out to contractors and subcontractors. If there are changes in the named staff/officials, the Subrecipient must let USEP know of the change.
- c) Reporting metrics and due dates are subject to change upon clarification or modification of federal reporting requirements. USEP will inform Subrecipients of any changes.
- d) **EECBG funds for Subrecipient reporting to USEP:**
 - i) The USEP awarded a set amount to city/county for reporting to USEP. Once the reporting funds have been spent, there will be no additional funds for reporting.
 - ii) The city/county project manager will invoice and report on their hours spent on reporting following all related requirements typical for any other paid professional on the EECBG activities.
- e) **Leveraged fund/hours must be reported to USEP.**
 - i) Leveraged funds include in-kind monetary or labor contributions (including local, qualified government staff), non-federal contributions, business partnerships or contributions, or bonds.
 - ii) If the Subrecipient is claiming leveraged hours of staff (for example lighting installation), then separate accounting records must detail hours worked and payments for each claimed staff person.
- f) **MONTHLY REPORTING PACKETS:**
 - i) Reporting packets are required **EVERY month** from the time contracts are signed (irrespective of activity start dates) until the end of the project period as indicated on the SOW timeline (Attachment C) or October 7, 2012 (unless amended by the federal government), whichever comes first.
 - ii) Reporting packets will be due on the **2nd of every month by 12:00 PM (noon)**. If the 2nd falls on a Saturday or Sunday, then the packet will be due the Monday following the 2nd by 12:00 (noon).
 - iii) **Reporting Packets include:**
 - ❖ USEP Report Form: The USEP will issue an electronic reporting form after the contract is in effect, which the Subrecipient must fill out in its entirety.
 - ❖ A PDF copy of all the monthly invoices (when applicable).
 - ❖ A PDF copy of all the Davis Bacon requirements. If applicable, the city/county project manager will submit copies of the certified weekly payroll records, Signature and Payroll forms (Attachment B3), and copies of any other data/forms that meet the Davis Bacon requirements.
 - iv) **SUBMIT REPORTING PACKETS IN THE FOLLOWING TWO METHODS:**
 - ❖ **ONE PACKET VIA EMAIL** to Jerriann Ernstsens at jerriannernstsens@utah.gov by the dates and times required for monthly or bimonthly reporting options. Any reports (and invoices) received after the required due dates will be processed the following month.
 - ❖ **THREE PACKETS** via hard copies to Jerriann Ernstsens, P.O. Box 146100, Salt Lake City, Utah 84114-6100 (using US Postal Mail Service). Any "set" post-marked after the required due dates will be processed the following month.

g) **Bimonthly Reports**

- i) The city/county project manager may request the bimonthly report-invoice option and must receive USEP approval **prior to signing this contract**. All others will adhere to the normal monthly report-invoice option. This allowance will be included in the final contract Attachment C (Qualified Staff – Invoicing/Reporting section).
- ii) For those few who request and sign up for the bimonthly reporting program, city/county project manager must comply with all the metric and submittal requirements for the monthly reports/invoices, but under the following timelines: Bimonthly report forms, invoices, and Davis Bacon requirements will be due on the 2nd and 16th of every month by 12:00 PM (noon). If the 2nd or 16th falls on a Saturday or Sunday, then the report will be due the Monday following the 2nd or 16th by 12:00 (noon).
- iii) Any reports (and invoices) received after the required time will be processed the following two weeks.

h) **QUARTERLY MONITORING REPORTS**

- i) Subrecipients must **email** all quarterly monitoring reports to Jerriann Ernstsens at jerriannernstsens@utah.gov by the dates and times written below.
- ii) Subrecipient will submit quarterly reports for one year following the end of the project period. The funds delegated for reporting in Attachment D will not pay for quarterly monitoring because this reporting will come after the close of the contract between the city/county and USEP.
- iii) Quarterly reports will be due on the 2nd of the month of every quarter (Jan, Mar, June, and Sept) by 12:00 PM (noon) following the end of the project period and final inspection. If the 2nd falls on a Saturday or Sunday, then the report will be due the Monday following the 2nd by 12:00 (noon).
- iv) USEP will provide guidance of quarterly reporting metrics before or during the final inspection.

8) **INSPECTING**

- a) USEP inspections will include
 - i) Contract Phase inspection before any work may commence, unless otherwise stated by USEP.
 - ii) During the project period.
 - iii) Final inspection before paying out the final invoice.
- b) Inspection points may include
 - i) Compliance with this contract, focusing on the SOW and Project Budget and Justification.
 - ii) Compliance with Buy American, Waste Stream Plan, and Davis Bacon.
 - iii) Financial and staff payroll records related to EECBG activities.
 - iv) Building permits and Building Inspector reports related to EECBG activities.

9) **SUBRECIPIENT CHANGE ORDERS/AS-BUILTS**

- a) Changes to the SOW or to specific line items in the Project Budget and Justification sheet, or both may be made under the following conditions:
 - i) All changes must be **PRE-APPROVED** by USEP. The recipient shall notify USEP in writing and in advance of implementing any such changes in accordance with the terms and conditions of the funding award.
 - ii) All changes shall meet all provisions of this contract.
 - iii) Changes must not alter the original scope or purpose of the project/activity as drafted in this contract.

10) DOE OR USEP ISSUED CHANGES

- a) Subrecipient will comply with all changes if DOE issues amendments or clarifications to the EECBG program, or any other State and Federal rule.
- b) USEP will notify the Subrecipient in a timely manner of all DOE changes.

11) REIMBURSEMENT WITHHOLDING: In the event that funds are not expended in a timely manner, or the Subrecipient does not comply with the approved Waste Stream Plan, or Buy American, Davis Bacon, or monthly reporting requirements, the USEP has the right to alter or terminate this funding contract.

ATTACHMENT B1: USEP PROGRAM TERMS AND CONDITIONS – BUY AMERICAN

BUY AMERICAN PROVISION OF ARRA - VALIDATION FORM

Activity ID	Activity Location	Unit Description	Unit Quantity	Manufacturer Name	City/County Project Manager signs and dates units meet Buy American provision
Example: Lighting	City Hall	Insulation	250#	Corning	JOE DOE 04/10/2010
	City Hall	Windows	35	Anderson	JOE DOE 04/10/2010
	City Hall	PV	124 (225 watt ea)	Solar R-US	JOE DOE 04/10/2010
Example: Heating	Pioneer Building	AquaStream 2500	5	Trane	JOE DOE 04/10/2010
	Pioneer Building	Environ Controllers #3567	3	Honeywell	JOE DOE 04/10/2010
	Pioneer Building	Ducting	30	Grey&Ugly Co	JOE DOE 04/10/2010
Street Lighting	Spanish Fork	LED lamps (150 watt)	90	LED Specialty Lighting	Shawn Beecher Date: _____
Indoor Lighting	Senior Center	T8 Lamps, Fixtures and Ballasts	114	Wilkinson Electric	Shawn Beecher Date: _____
Indoor Lighting	Parks and Recreation Bldg.	T8 Lamps, Fixtures and Ballasts	100	Wilkinson Electric	Shawn Beecher Date: _____
Heating	Senior Center	High Efficiency Furnaces (7) and Air Conditioners (4)	11	?	Shawn Beecher Date: _____
Insulation	Senior Center	R-38 Fiberglass Blown Insulation	6,000 sq ft	?	Shawn Beecher Date: _____
Windows	Senior Center	Double-pane, Vinyl Frame Windows	9	?	Shawn Beecher Date: _____
Windows	Senior Center	3-6 x 7-0 Dual-pane: 1/4" clear annealed, 1/4" clear Tempered Door	1	Kawneer, Inc.	Shawn Beecher Date: _____
Indoor Lighting	Indoor Tennis Court Facility	T8 Lamps, Fixtures and Ballasts	40	?	Shawn Beecher Date: _____

END

ATTACHMENT B2: USEP PROGRAM TERMS AND CONDITIONS – WASTE STREAM

WASTE STREAM PROVISION OF DOE CONTRACT - VALIDATION FORM

The Subrecipient will send a copy of the updated form, with ALL question marks, xxx, or empty fields addressed, to USEP for review and approval. USEP will return the approved form and the city/county project manager will collate the copy in the EECBG Notebook. **ADD LINES OR SHEETS AS NEEDED**

City/County project manager must 1) indicate which Waste Stream Plan the city/county plans to comply with, and 2) sign on the line below: xxx

1. USEP Waste Stream Plan (see <http://geology.utah.gov/sep/stimulus/eecbg.htm>)
2. Other Waste Stream Plan that meets all federal, state, and local government waste stream laws and policies.

Shawn Beecher, GIS Administrator, Spanish Fork City (Project Manager for EECBG activities)
 _____ will comply with the Waste Stream Plan indicated above.

Reusing old units are only allowable with USEP approval. The intent of the EECBG program is to remove from use, high-energy consuming units, not relocate.

Activity ID	Activity Location	Unit Description	Unit Quantity	Refuse Location	City/County Project Manager signs and dates unit refuse locations meet Waste Stream Plan
Example: Lighting	City Hall	T12 Lamps (mercury)	110	Home Depot	JOE DOE 04/15/2010
	City Hall	T12 Fixtures	110	Utah Aluminum Recyclers	JOE DOE 04/15/2010
	City Hall	T12 Ballast (older than 1978 have PCB)	110	PCB R-US Transfer Station	JOE DOE 04/15/2010
Example: Heating	Pioneer Building	HVAC 7000	5	Metal & Steel Recycler of Riverside	JOE DOE 04/15/2010
	Pioneer Building	Thermostats (mercury)	3	Utah Transfer Station	JOE DOE 04/15/2010
	Pioneer Building	Ducting	30	Reusing	JOE DOE 04/15/2010

Street Lighting	Spanish Fork	HPS Cobra Head Street Lights	90	?	Shawn Beecher Date: _____
Indoor Lighting	Senior Center	T12 Lamps, Fixtures and Ballasts	114	?	Shawn Beecher Date: _____
Indoor Lighting	Parks and Recreation Bldg.	T12 Lamps, Fixtures and Ballasts	100	?	Shawn Beecher Date: _____
Heating	Senior Center	Furnaces (7) and Air Conditioners (4)	11	?	Shawn Beecher Date: _____
Windows	Senior Center	Single Pane, Aluminum Frame	9	?	Shawn Beecher Date: _____

Windows	Senior Center	Single-pane Glass Door	1	?	Shawn Beecher Date: _____
Indoor Lighting	Indoor Tennis Court Facility	T12 Lamps, Fixtures and Ballasts	40	?	Shawn Beecher Date: _____

END

ATTACHMENT C: SCOPE OF WORK

SCOPE OF WORK (SOW) FORM

The Subrecipient's goal is to conduct the following activities:

- *Spanish Fork City*
Street Lighting and Energy Audit
- *Senior Center*
Indoor Lighting and Window Retrofit, Ceiling Insulation and HVAC Upgrade
- *Parks and Recreation Building*
Indoor Lighting
- *Indoor Tennis Court Facility*
Indoor Lighting.

Spanish Fork City

High pressure sodium street lighting fixtures will be replaced with LED light fixtures under Activity A. Ninety street lights will be replaced along Main Street from I15 to Highway 164, also known as the Arrowhead Trail.

Activity B involves conducting a city-wide basic energy survey of 28 municipal buildings ranging in size from 1,800 square feet to over 60,000 square feet. The basic energy survey will include: 1) site visits of each facility, 2) identification of potential energy saving measures (ESM), 3) initial estimate of energy savings from identified ESMs, 4) initial estimate of identified ESMs installed costs, and 5) a summary report of the findings.

In addition to the basic energy survey, five of these facilities will undergo a comprehensive energy study. This study will include 1) hourly energy use analysis of existing facilities and effect of implementation of ESMs as identified in the basic energy survey using eQUEST v 3.63 and DOE 2.2, 2) refined energy savings estimate including the interaction between proposed ESMs, 3) updated installed cost estimate of proposed ESMs, and 4) a final report.

Senior Center

Location: 167 West Center Street **Building Age (YRS):** 40

Several activities are scheduled for the Senior Center. The building will have 114 lighting fixtures containing T-12 lamps and older ballasts replaced with T-8 lighting fixtures under Activity C. The HVAC system will be upgraded under Activity Amd1. This will involve the replacement of seven furnaces and four air conditioners with high-efficiency units.

The building's ceiling insulation will be improved under Activity ID Amd2. Approximately 6000 sq. feet of attic insulation will be upgraded from the existing R-16 material to R-38 fiberglass blown insulation. A window retrofit will replace 9 single-pane, aluminum frame, basement windows with 9 new double-pane, vinyl frame windows. The 3-6 x 7-0 aluminum and single pane glass entrance door will be replaced with an energy-efficient 3-6 x 7-0 Kawneer door. The Spanish Fork Senior Center has had several additions built since the original 1970 construction: (1500 sf.) 1994, (1000 sf.) 1997, and (900 sf.) 2001.

Parks and Recreation Building

Location: 775 North Main Street **Building Age (YRS):** 23

The Spanish Fork Parks and Recreation building will undergo a lighting retrofit to replace 100 lighting fixtures containing T-12 lamps and older ballasts with T-8 lighting fixtures. The building is 23 years old.

Indoor Tennis Court Facility

Location: 475 S. Main Street **Building Age (YRS):** 33

The Spanish Fork Indoor Tennis Court Facility will have 40 T-12 lighting fixtures replaced with T-8 fixtures. There is no swimming pool located at this facility.

Shawn Beecher

GIS Administrator

40 S. Main Street

Spanish Fork, UT 84660-2031

801-804-4571 sbeecher@spanishfork.org

The Subrecipient will implement and complete the approved activities within the approved timelines by the following measures: BE THOROUGH, INFORMATION WILL COME FROM YOUR BID SELECTIONS - ADD LINES OR SHEETS AS NEEDED

Activity ID: (A) Spanish Fork City, Street Lights

A) Design/Engineering

1) Company name:

2) Verified DUNS #:

3) Work to be performed:

B) General Contract Manager (3rd party – not the city/county project manager)

1) Company name:

2) Verified DUNS #:

3) Work to be performed:

C) Subcontractors: ADD MORE LINES AS NEEDED

1) Company name:

2) Verified DUNS #:

3) Work to be performed:

Activity ID: (B) Spanish Fork City, Audit

A) Design/Engineering

1) Company name: Vanboerum Frank Associates inc

2) Verified DUNS #:

3) Work to be performed:

B) General Contract Manager (3rd party – not the city/county project manager)

1) Company name:

2) Verified DUNS #:

3) Work to be performed:

C) Subcontractors: ADD MORE LINES AS NEEDED

1) Company name:

2) Verified DUNS #:

3) Work to be performed:

Activity ID: (C) Senior Center, Indoor Lighting

A) Design/Engineering

1) Company name: Wilkinson Electric Inc.

2) Verified DUNS #:
3) Work to be performed:
B) General Contract Manager (3rd party – not the city/county project manager)
1) Company name:
2) Verified DUNS #:
3) Work to be performed:
C) Subcontractors: ADD MORE LINES AS NEEDED
1) Company name:
2) Verified DUNS #:
3) Work to be performed:
1) Work to be performed:
Activity ID: (D) Parks and Recreation Bldg., Indoor Lighting
A) Design/Engineering
1) Company name: Wilkinson Electric Inc.
2) Verified DUNS #:
3) Work to be performed:
B) General Contract Manager (3rd party – not the city/county project manager)
1) Company name:
2) Verified DUNS #:
3) Work to be performed:
C) Subcontractors: ADD MORE LINES AS NEEDED
1) Company name:
2) Verified DUNS #:
3) Work to be performed:
Activity ID: (Amd1) Senior Center, Heating
A) Design/Engineering
1) Company name:
2) Verified DUNS #:
3) Work to be performed:
B) General Contract Manager (3rd party – not the city/county project manager)
1) Company name:
2) Verified DUNS #:
3) Work to be performed:
C) Subcontractors: ADD MORE LINES AS NEEDED
1) Company name:
2) Verified DUNS #:
3) Work to be performed:
4) Work to be performed:
Activity ID: (Amd2) Senior Center, Insulation
A) Design/Engineering
1) Company name:
2) Verified DUNS #:
3) Work to be performed:
B) General Contract Manager (3rd party – not the city/county project manager)
1) Company name:
2) Verified DUNS #:
3) Work to be performed:
C) Subcontractors: ADD MORE LINES AS NEEDED
1) Company name:
2) Verified DUNS #:

3) Work to be performed:
Activity ID: (Amd3) Senior Center, Windows
A) Design/Engineering
1) Company name:
2) Verified DUNS #:
3) Work to be performed:
B) General Contract Manager (3rd party – not the city/county project manager)
1) Company name:
2) Verified DUNS #:
3) Work to be performed:
C) Subcontractors: ADD MORE LINES AS NEEDED
1) Company name:
2) Verified DUNS #:
3) Work to be performed:
4) Work to be performed:
Activity ID: (Amd4) Senior Center, Windows
A) Design/Engineering
1) Company name: Kawneer, Inc.
2) Verified DUNS #:
3) Work to be performed:
B) General Contract Manager (3rd party – not the city/county project manager)
1) Company name:
2) Verified DUNS #:
3) Work to be performed:
C) Subcontractors: ADD MORE LINES AS NEEDED
1) Company name:
2) Verified DUNS #:
3) Work to be performed:
Activity ID: (Amd5) Indoor Tennis Court Facility, Indoor Lighting
A) Design/Engineering
1) Company name:
2) Verified DUNS #:
3) Work to be performed:
B) General Contract Manager (3rd party – not the city/county project manager)
1) Company name:
2) Verified DUNS #:
3) Work to be performed:
C) Subcontractors: ADD MORE LINES AS NEEDED
1) Company name:
2) Verified DUNS #:
3) Work to be performed:

TIMELINE FOR START/COMPLETION OF EECBC ACTIVITY(IES)	Dates: MM-YY	Notes
ACTIVITY ID: (A) Spanish Fork City, Street Lights	Begin: upon receipt of "release to start work" letter from USEP. Estimated Project End Date: 4-2011	
ACTIVITY ID: (B) Spanish Fork City, Audit	Begin: upon receipt of "release to start work" letter from USEP.	

	Estimated Project End Date: 9-2011	
ACTIVITY ID: (C) Senior Center, Indoor Lighting	Begin: upon receipt of "release to start work" letter from USEP. Estimated Project End Date: 12-2010	
ACTIVITY ID: (D) Parks and Recreation Bldg., Indoor Lighting	Begin: upon receipt of "release to start work" letter from USEP. Estimated Project End Date: 12-2010	
ACTIVITY ID: (AMD1) Senior Center, Heating	Begin: upon receipt of "release to start work" letter from USEP. Estimated Project End Date: 4-2011	
ACTIVITY ID: (AMD2) Senior Center, Indoor Lighting	Begin: upon receipt of "release to start work" letter from USEP. Estimated Project End Date: 4-2011	
ACTIVITY ID: (AMD3) Senior Center, Windows	Begin: upon receipt of "release to start work" letter from USEP. Estimated Project End Date: 4-2011	
ACTIVITY ID: (AMD4) Senior Center, Windows	Begin: upon receipt of "release to start work" letter from USEP. Estimated Project End Date: 4-2011	
ACTIVITY ID: (AMD5) Indoor Tennis Court Facility, Windows	Begin: upon receipt of "release to start work" letter from USEP. Estimated Project End Date: 4-2011	
<p>Responsible and knowledgeable personnel will be assigned to each activity. All activities must be completed by the project completion date. The City/County project manager shall be responsible for providing all necessary information to the contractor. All activities shall be completed by the project completion date.</p> <p>The City/County GIS Administrator (Project Manager) shall be responsible for providing all necessary information to the contractor. All activities shall be completed by the project completion date.</p>		
Invoicing USEP and Issuing Contractor/Subcontractor Checks	City/County Assigned EECBG Project Manager or Person(s) Delegated by Officials Shawn Beecher GIS Administrator 801-804-4571 sbeecher@spanishfork.org	

Invoicing USEP and Issuing Contractor/Subcontractor Checks	Alternate: xxx
Invoicing USEP and Issuing Contractor/Subcontractor Checks	Alternate: xxx
Reporting to USEP	City/County Assigned EECBG Project Manager Shawn Beecher GIS Administrator 801-804-4571 sbeecher@spanishfork.org
Reporting to USEP	Alternate: xxx

END

ATTACHMENT D: PROJECT BUDGET AND JUSTIFICATION

PROJECT BUDGET AND JUSTIFICATION FORM PAGE 1 OF 2

Contractual costs are those costs estimated by contractors for the EECBG funded energy efficiency and renewable energy systems and installation, and by the applicant for reporting to USEP. Change orders to this Budget must include sufficient supporting documentation and approval by the USEP.

Secured leveraged funds are Subrecipient funds or in-kind contributions, non-ARRA rebates, or other non-ARRA grants.

The Subrecipient has proposed the following budget: ADD LINES OR SHEETS AS NEEDED

Activity ID	Activity Location	Unit Description	Unit Quantity (S)	Unit Cost (S)	Engineer Contractor Cost (S) (if separate)	Subtotals (S)	Leveraged Funds (S)
USEP award for sub-recipient reporting to USEP	-	-	-	-	-	5,746	-
Street Lights	Spanish Fork City	Street Lights	90	?	?	86,000	-
Audit	Spanish Fork City	Energy Audit	1	51,245	?	51,245	-
Indoor Lighting	Senior Center	T8 Lamps, Fixtures and Ballasts	114	?	?	8,860	-
Indoor Lighting	Parks and Recreation Bldg.	T8 Lamps, Fixtures and Ballasts	100	?	?	8,690	
Heating	Senior Center	High Efficiency Furnaces and Air Conditioners	11	?	?	62,111	
Insulation	Senior Center	R-38 Fiberglass Blown Insulation	6,000 sq ft	?	?	2,258	
Windows	Senior Center	Double-pane, Vinyl Frame Windows	9	?	?	2,257	
Windows	Senior Center	Dual-pane: Door	1	3,095	?	3,095	

Indoor Lighting	Indoor Tennis Court Facility	T8 Lamps, Fixtures and Ballasts	40	?	?	5,310	
GRAND TOTAL (3)						285,572	✓

END

ATTACHMENT E: DOE SPECIAL TERMS AND CONDITIONS (DE-EE0000887)

Subrecipients and all interested parties: The DOE Special Terms and Conditions (DE-EE0000887) - Table of Contents (numbers 1-31) is presented below. The full document may be viewed at <http://geology.utah.gov/sep/stimulus/eecbg.htm>. If internet access is unavailable for any reason, please contact USEP 801-537-3394 for a hardcopy.

SPECIAL TERMS AND CONDITIONS

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ATTACHMENT F: FEDERAL ASSURANCES

- I. The Contractor hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements as indicated below for said type of institution.
1. Hospitals: 10 CFR 600, OMB Circular A-110, and Appendix E of 45 CFR 74.
 2. State Agencies, Public Schools, Local Governments, and Indian Tribal Governments: 10 CFR 600, the "Common Rule," and OMB Circulars A-128 and A-87.
 3. Publicly funded Colleges and Universities: 10 CFR 600, and OMB Circulars A-110, A-133, and A-21.
 4. Private Non-Profit Organizations - Private Schools: 10 CFR 600, and OMB Circulars A-110, A-133, and A-122.
 5. Individuals/Private For-Profit Organizations: Not covered by OMB Circulars.
- II. Also, the Contractor assures and certifies with respect to the project that:
- (1) **LEGAL AUTHORITY.** It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, if necessary, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
 - (2) **CIVIL RIGHTS.** It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
CIVIL RIGHTS. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and 10 CFR Part 1040 prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment, or, (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
 - (4) **DISPLACED PERSONS.** It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
 - (5) **HATCH ACT.** It will comply with the provision of the Hatch Act which limits the political activity of employees.
 - (6) **FAIR LABOR STANDARDS.** It will comply with minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.
 - (7) **CONFLICT OF INTEREST.** It will establish safeguards to prohibit employees from using their positions for a purchase that is, or gives the appearance of, being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
 - (8) **RECORDS ACCESS.** It will give the grantor agency or the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.
 - (9) **ENVIRONMENTAL PROTECTION AGENCY'S LIST OF VIOLATING FACILITIES.** It will insure that the facilities under its ownership, lease, or supervision, which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
 - (10) **FLOOD INSURANCE.** It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of and federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guarantee, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
 - (11) **NATIONAL HISTORIC PRESERVATION.** It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.
 - (12) **DEBARMENT AND SUSPENSION.** It, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the contractor is unable to certify to any of the statements in this certification, such contractor shall attach an explanation to this contract.
 - (13) **ENVIRONMENTAL STANDARDS.** If the amount of this contract exceeds \$100,000, it agrees to comply with applicable standards, regulations, or orders issued pursuant to the Clean Air Act of 1970 (42 USC 1857 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq.) as amended. Violations shall be reported to DOE and the Regional Office of the Environmental Protection Agency.
 - (14) **LOBBYING CERTIFICATION.** If the amount of this contract exceeds \$100,000, it will comply with the following:
 1. No federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any

federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(15) PRIVACY ACT. The Contractor and its subcontractors will maintain no information about any individual in a manner which would violate the provisions of the Privacy Act of 1974, Public Law 93-579 as amended.

(16) LIABILITIES AND LOSSES. The U.S. Department of Energy assumes no liability with respect to any damage or loss arising out of any activities undertaken with the financial support of this grant.

ATTACHMENT G: 10 CFR 600.236

Presented are the Contract Provisions (i) of the 10 CFR 600.236. The remainder of the 10 CFR 600.236 applies (for complete CFR see <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=f4c2414ad879c5881db6f63eeac3c0aa&rgn=div8&view=text&node=10:4.0.1.3.9.3.20.23&idno=10>).

(i) *Contract provisions.* A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

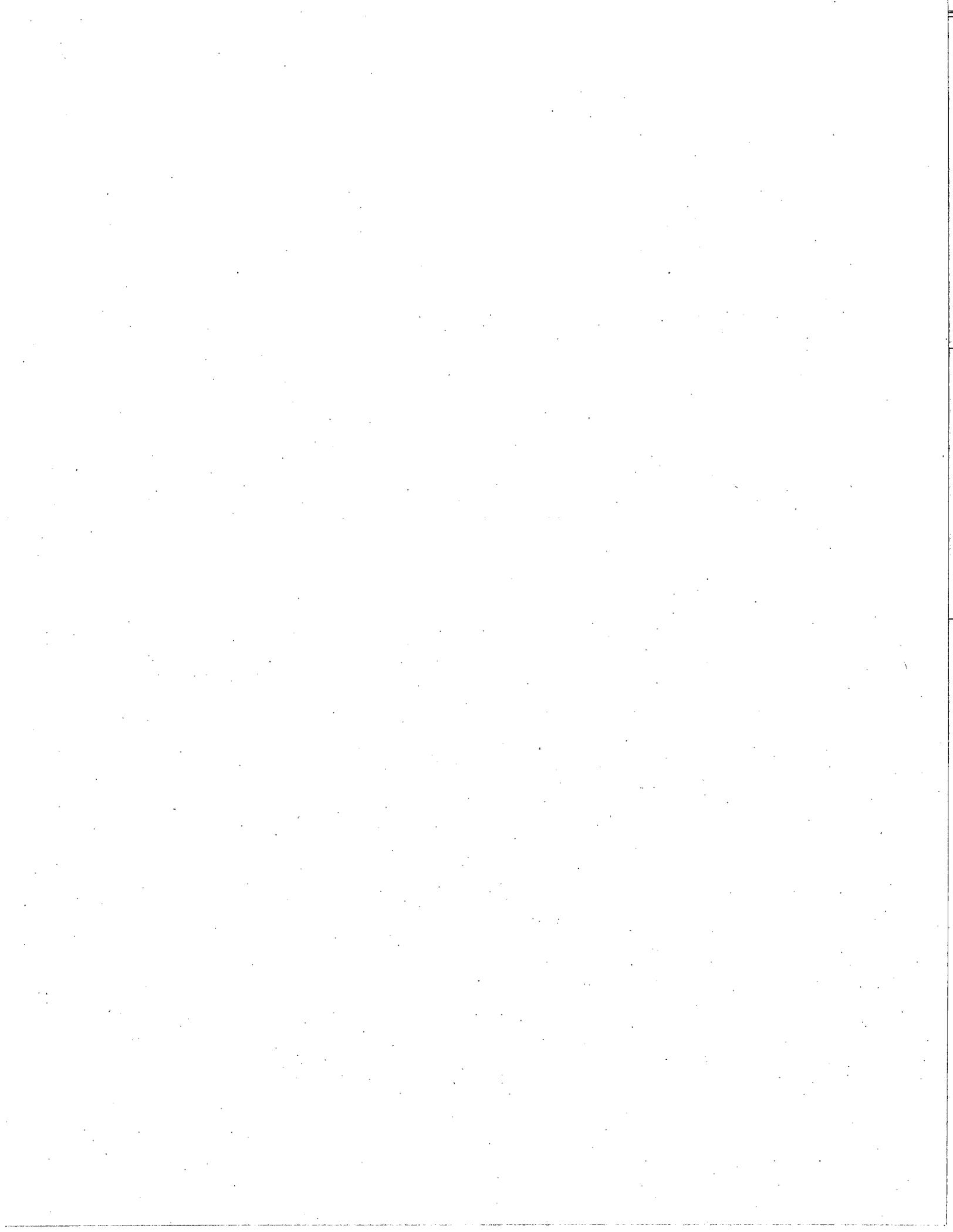
(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

[53 FR 8045, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19641, Apr. 19, 1995; 61 FR 7166, Feb. 26, 1996]





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 1, 2010**.

AGENDA ITEMS:

1. CALL TO ORDER:

2. 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 Redevelopment Agency Meeting - June 16, 2009](#)

3. PUBLIC HEARING:

- a. FY 2011 RDA Budget

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.

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Tentative Minutes
Spanish Fork City Redevelopment Agency Meeting
June 16, 2009

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

Staff Present: Dave Oyler, City Manager; Seth Perrins, Assistant City Manager; Dave Anderson, City Planner; Kent Clark, Finance Director; Pam Jackson; Library Director, John Bowcut, IS Director; Dale Robinson, Parks and Recreation Director; Dee Rosenbaum, Public Safety Director; Elaine Hansen, Special Events; Kimberly Robinson, Recorder

Citizens Present: Aaron Cloward, Alan Clark, Jeff Nelson, Dave Johnson, Cary Hanks, Shane Lawrence, Jean Duffield, Matt Nelson, Jarrett Jarvis, Hayden Nelson, Greg Money, Taggart Lunceford, Trevor Reynolds, Gavin Hales, Dallas Smith, Sam Lunceford, Jill Thorpe, Jennifer Bradford, Grant Jensen, Chris Jackson, Lindsay Wolsey, Mike Morley

ADJOURN TO RDA MEETING:

Councilman Leifson made a **Motion** to adjourn to RDA Meeting. Councilman Nielson **Seconded** and the motion **Passed** all in Favor at 9:29 p.m.

MINUTES:

Mr. Leifson made a **Motion** to approve the minutes. Mr. Andersen **Seconded** and the motion **Passed** all in favor.

PUBLIC HEARING:

Budget Fiscal Year 2010

Mr. Clark stated the public hearing was noticed but nothing has changed so it is no longer required.

Mr. Leifson made a **Motion** to approve the RDA Budget FY 2010. Mr. Nielson **Seconded** and the motion **Passed** all in favor.

ADJOURN RDA

Councilman Leifson made a **Motion** to move out of RDA back to City Council. Councilman Andersen **Seconded** and the motion **Passed** all in favor at 9:31 p.m.

ADOPTED:

Kimberly Robinson, City Recorder