



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 October 19, 2010.**

AGENDA ITEMS:

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

- a. Pledge, led by invitation
- b. Youth Council Mayor Appointment
- c. Fiesta Days Chairman & Vice Chairman Appointment

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. Capital Facilities Plans – Electrical; Parks, Recreation & Trails; Public Safety; Transportation

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 – [October 5, 2010](#)
- b. * [Assignment of Voting Rights of Strawberry Water Users Association Shares](#)
- c. * [800 North CDBG Grant Change Order #1](#)

6. NEW BUSINESS:

- a. * [Ordinance 19-10 Amending the Billboard Requirements](#) – Junior Baker
- b. * [State Grant Contract for River Connector Trail](#) – Dale Robinson

7. CLOSED SESSION:

- a. Personnel
- b. 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 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
October 5, 2010

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

Staff Present: David Oyler, City Manager; Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Dave Anderson; Community Development Director; Richard Heap, Public Works Director; Chris Thompson, Assistant Public Works Director; Dale Robinson, Parks & Recreation Director; Kent Clark City Recorder/Finance Director; Angie Warner, Deputy Recorder.

Citizens Present: Erickson Blair, Lisa Blair, Dallin Smith, Carter Haroldsen, Mitchell Jenkins, Unknown, Michele Youd, Gavin Henry, Cary Hanks, Lana Creer-Harris, Ricahrd V. Harris, Craig Gardner, Steve Gardner, Dennis Carlisle, Ronald Wiley, Joanne Wiley, Shauna Gardner, Ken Christensen, Larry Hutchings, Duane Hutchings, Lynn Jones, Phyllis S. Hutchings, Joanne D. Jones, Mary Jane Tuttle, Michael V. Hutchings, Glenn Perrins, Greg Magleby, Kent Mitchell, Terese Mitchell, Brenda Hutchings, Alan Hutchings, Stephen Tibbs, Michael T. Adams, Stetsen Anderson, Bruce Gill, Joshua Terry, Corene Elliott.

CALL TO ORDER, PLEDGE, RECOGNITION:

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

Dallin Smith led in the pledge of allegiance.

Arts in the Community Award

No one was present.

Fiesta Days Recognition

Brad and Tina Gonzales presented the outgoing Fiesta Days Chair's Terry & Lil Shepherd. They have volunteered 3 years to the executive Fiesta Days committee. Mr. Gonzales presented a certificate of appreciation and a gift card to thank them for all they have done.

PUBLIC COMMENTS:

There was no public comment.

COUNCIL COMMENTS:

Councilman Scoubes thanked the Arts Council committee for their efforts in putting together the Harvest Moon Hoorah. Councilman Scoubes attended the solid waste committee meeting and they have been reviewing applicants for the full time manager position at the facility.

Councilman Dart attended the Parks & Recreation board meeting and the river trail is in the process of being paved and will be a fantastic amenity.

Councilman Leifson attended the UMPA meeting. The city has approved a rate study to see that the rates are fair. Also, at the UVPS meeting they are in the process of adding a new transformer at the Dry Creek substation to increase our power capacity.

48 Councilman Davis expressed how great the Vietnam Moving Wall was and to experience it.
49 Councilman Davis thanked everyone that helped. The Airport Board is working on mitigating
50 some wetland issues. Councilman Davis reminded the citizens that the City is replacing the trees
51 on Main Street.

52
53 Councilman Nielson stated at the last SUVMWA meeting they are getting ready to pick an
54 engineering firm to help recharge. This includes how we can save and reuse the runoff water.

55
56 Mayor Andersen announced that tonight between five and six o'clock we had a mock earthquake
57 for an emergency preparedness drill. Mayor Andersen expressed that rather than just talk about
58 preparedness we had an exercise. This helps us to be prepared in time of disasters. Residents
59 need to know how to turn off the gas, water, and electricity in their homes. Everyone should
60 receive a survey to complete. They will be collected and compiled to learn and be better prepared
61 for when a disaster happens.

62
63 Seth Perrins pointed out that the City has some resources on the city website for the public. The
64 City has made some short videos that teach you how to turn off the gas, water, or electricity.

65
66 Mayor Andersen thanked Don Thomas and the volunteers who helped with this drill.

67
68 Councilman Davis made a **Motion** to move into Public Hearing to discuss the Legacy Farms
69 proposed Annexation and Preliminary Plat.

70 Councilman Dart **Seconded** and the motion **Passed** all in favor at 6:20p.m.

71
72 **PUBLIC HEARING:**

73 **Legacy Farms proposed Annexation and Preliminary Plat approval, this proposal would approve**
74 **the Annexation of approximately 480 acres and a Preliminary Plat containing 753 dwelling units**
75 **located at approximately 2500 East 400 North.**

76 Mayor Andersen stated that these plans have been going on for around 3 years. Many hours
77 have been put in by the engineering firm, land owners, and city staff. This is the first single
78 largest annexation for Spanish Fork.

79
80 Dave Anderson presented the two proposals. The first is the Annexation of 480 acres that would
81 be zoned 4 different ways. The second is the preliminary plat of 270 acres with 753 dwelling
82 units. The Development Review Committee and Planning Commission recommended approval.

83
84 Councilman Davis asked if these two items are being approved together.

85
86 Junior Baker replied yes.

87
88 Mayor Andersen invited any public comment.

89
90 There was no public comment.

91
92 Councilman Leifson made a **Motion** to move out of Public Hearing.
93 Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:27p.m.

94
95 There was some discussion about the process decision of the Annexation & Preliminary Plat.

96
97 Greg Magleby, with LEI Engineering, walked through the plat that is being presented. One
98 change is that Nebo School District has made an offer for 24 acres to build a junior high school.
99
100 Councilman Nielson asked for Mr. Magleby to talk about the phasing.
101
102 Councilman Dart asked for an update on the issues with SESD.
103
104 Greg Magleby said the problem is still ongoing but moving forward. The issue is who owns some
105 of the lines.
106
107 Councilman Leifson asked if there could be more parking added to Park #1.
108
109 Greg Magleby replied that this item was just discussed last night, but he does not see a problem.
110
111 Councilman Davis expressed his opinion of the design guidelines. He prefers staying with the
112 5'/10' side lots, not 5'/5'.
113
114 Greg Magleby said that we were just trying to have the flexibility from the smaller homes and the
115 larger homes.
116
117 Councilman Leifson expressed that this is why we want to have these details so when we are not
118 here later there are not questions of standards.
119
120 Dave Oyler asked the council if they had specific questions for city staff regarding utilities, parks,
121 etc.
122
123 Mayor Andersen asked Mr. Magleby to comment on the 400 North and Slant Road negotiations.
124
125 Greg Magleby stated that within the first three phases 400 North and Slant Road would be
126 widened and improved. Slant Road would be completely rebuilt once the sewer line goes in.
127
128 Councilman Leifson said he has spoken with city staff about this project and thinks this is going
129 to be great.
130
131 Dave Oyler presented the agreement that has the phasing plan. He wants to make sure that
132 there are no further questions.
133
134 Junior Baker stated that each time Legacy Farms is ready to start a phase a final plat will have to
135 be presented for approval. Mr. Baker highlighted on the zoning, density bonus, and some of the
136 minimum requirements for setbacks.
137
138 Discussion took place about the home requirements.
139
140 Junior Baker stated that Legacy will be reimbursed for oversized utility lines, the additional 13
141 feet of land cost in the major street, the storm drain basin in the northwest corner, and the
142 improvements in the storm water basin in Park #2 from impact fees that the city collects as they

143 are presented. We have agreed that instead of tying up our utility capacity we will reserve it at
144 the final plat.

145
146 Dale Robinson noted the amenities in park #1 were not upgraded when the two of the three
147 parks were combined. Now that park #1 is larger we would like to switch the amenities at the
148 two parks. This would put the larger amenities at the larger park.

149
150 Greg Magleby said that would just be moving chips around the board, it should not be a problem.

151
152 Councilman Scoubes asked about the City side of phasing. For example: when will the City
153 phase in public safety to accommodate this development.

154
155 Dave Oyler stated that the land has been purchased for the future fire station in that area. And
156 we do not know when that station would start construction. That would be a future decision.

157
158 Mayor expressed his support for this project.

159
160 Councilman Leifson made a **Motion** to approve the Legacy Farms Annexation with the following
161 zoning in the area planned for development: Commercial 2, R-3, R-1-15, R-1-12; the remaining
162 will be A-1 and with the condition that the Annexation Agreement be executed.

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

164
165 Councilman Nielson made a **Motion** to accept and authorize the Mayor to sign the Legacy Farms
166 Annexation and Development Agreement with the inclusion of the amenities of Park #2 is moved
167 to Park #1 and constructed in the phasing plan with Park #1.

168 Councilman Davis **Seconded** and the motion **Passed** all in favor by a roll call vote.

169
170 Councilman Dart made a **Motion** to approve the Legacy Farms Preliminary Plat as presented
171 Councilman Leifson **Seconded** and the motion **Passed** all in favor by a roll call vote.

172
173 **CONSENT ITEMS:**

- 174 a. Minutes of Spanish Fork City Council Meeting - September 23, 2010
175 b. Spanish Fork River Bottoms Trail System Bridge Construction Contract
176 c. Expressway Lane to Chappel Drive Waterline Upgrade Change Order #1
177 d. North Park connector Trail Change Order #3

178
179 Councilman Leifson made a **Motion** to approve the consent items.

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

181
182 **NEW BUSINESS:**

183 **Cut Bridge RFP Contract**

184 Chris Thompson presented the Cut Bridge RFP. Currently, the bridge does not meet clearance
185 standards for Union Pacific Railroad. For this bid, the applicants may submit their RFP for
186 widening or to rebuild the bridge.

187
188 Councilman Davis made a **Motion** to approve the Cut Bridge RFP Contract.

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

190
191 **Consideration of acceptance of Movie Gallery Bankruptcy Plan**

192 Junior Baker stated that this bankruptcy is from Movie Gallery (Hollywood Video) who owes the
193 City approximately \$1,600.00 in utility bills. The plan is a liquidation plan which will return very
194 little to the City, but the alternative is to receive nothing. I recommend the council authorize the
195 Mayor to vote for this plan.

196
197 Councilman Nielson made a **Motion** to accept and authorize the Mayor to vote for the Movie
198 Gallery Bankruptcy Plan.

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

200

201 Councilman Leifson made a **Motion** to adjourn to Closed Session to discuss Land Acquisition and
202 Potential Litigation.

203 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 8:22 p.m.

204

205 **ADJOURN:**

206

207 **ADOPTED:**

208

209

210

Angie Warner, Deputy Recorder

DRAFT

**ASSIGNMENT OF VOTING RIGHTS OF STRAWBERRY
WATER USERS ASSOCIATION SHARES**

RECITALS

Spanish Fork City and the Westfield Irrigation Company entered into a contract on April 7, 2009 entitled Agreement Between Westfield Irrigation Company and Spanish Fork City Regarding Delivery of Strawberry Valley Project Water (The April Agreement).

The April Agreement grants to Westfield Irrigation Company the right to vote the Strawberry Water shares, subject to conditions spelled out in the agreement.

Spanish Fork City has purchased, from numerous lot owners, the right to use the appurtenant Strawberry Water for delivery through the City's pressure irrigation system to those lots.

Spanish Fork City used a form contract negotiated between Strawberry Water Users Association and the cities of Spanish Fork, Salem, and Payson in purchasing the right, from lot owners, to deliver water to those lots.

The form contract used to purchase Strawberry Water delivery rights from lot owners anticipates the cities voting the Strawberry Water shares, which is contrary to the April Agreement.

ASSIGNMENT

Now therefore, in order to comply with the requirements of The April Agreement, Spanish Fork City hereby assigns to Westfield Irrigation Company the right to vote, subject to the conditions of The April Agreement, the Strawberry Water Users Association shares identified in Exhibit A, incorporated herein by this reference.

Dated this ____ day of October, 2010

SPANISH FORK CITY by:

G. Wayne Andersen, Mayor

Attest:

Kent R. Clark, City Recorder

This assignment is accepted by the Westfield Irrigation Company.

WESTFIELD IRRIGATION COMPANY by:

C. Neil Sorensen, President

EXHIBIT A

Strawberry Serial #	Acre Feet	Parcel #	Name	Address
2001.021	.08	660460127	Doris E. Burns	231 South 880 West
2020.005	.14	660460127	Doris E. Burns	231 South 880 West
2096.030	.23	554770029	Shane M and Allyson Loftus	267 South 590 West
2101.000 and 2101.001	1.93	Spanish Trails Plat B Lots 32 & 33	SF West Land, LLC	
2096.092	.25	554930030	Jared W & Matia J Young	293 South 540 West
2096.033	.25	554770032	Ryan B & Sharla M Barber	268 South 590 West
2096.090	.29	554930028	Judd D & Jenifer K Hunter	518 West 350 South
2096.059	.23	554920024	Victor Manuel & LeAnn May Chacon	337 South 590 West
2096.018	.21	554770017	Phillip D & Heather S Bringhurst	252 South 540 West
2096.016	.29	554770015	Crisepn L & Susan E Anderson	247 South 540 West
2096.020	.22	554770019	Darlien Mattinson	238 South 540 West
2096.019	.21	554770018	Virginia Marie DiRaimo	246 South 540 West
2001.022	.08	660460128	Adrian R & Alisha W Garlick	223 South 880 West
2020.004	.14	660460128	Adrian R & Alisha W Garlick	223 South 880 West
2096.071	.21	554930009	Aaron R & Stacie Peterson	408 South 540 West
2146.055	.20	661220523	Wesley M & Merri K Hackett	204 South 950 West

Total 4.96 Acre Feet



Memo

To: Mayor & City Council
From: Richard Heap, Public Works Director
Date: October 13, 2010
Re: 800 North CDBG Grant, Change Order #1

Staff Report

On the 800 North CDBG Utilities replacement project we have found fifteen (15) additional more sewer laterals that need to be replaced. The bid schedule calls out for twenty-three (23) sewer laterals to be replaced; when in actuality there is an estimated thirty-eight (38). At a cost of \$1,832.25 per each lateral replaced; the total cost of replacing the extra fifteen (15) laterals will be \$27,528.80.

There is \$972,252 in the sewer lining and replacement budget. We recommend that \$27,528.80 of this budget money be transferred to the 800 North Project to pay for this change order.

Attached: Proposed Change Order #1



Spanish Fork City

Contract Change Order

Change Order Number: 1

Contract for	800 North Main Street to 600 East Sewer & Waterline Replacement Project - 2010	Date	10/13/2010
Owner	Spanish Fork City		
To	Harper-Kilgore		

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
Sewer Lateral Reconnect 15 each @ 1835.25		\$27,528.80
TOTALS :	\$-	\$27,528.80
NET CHANGE IN CONTRACT PRICE :	\$-	\$27,528.80

JUSTIFICATION

The amount of the contract will be increased by the sum of :	Two Thousand Seven Hundred Dollars and 00/100.
	Dollars \$27,528.80
The contract total including this and previous change orders will be :	Five Hundred Nineteen Thousand Five Hundred Fifty-Two
	Dollars and 91/100. Dollars \$519,552.91

This document will become a supplement to the contract and all provisions will apply herein.

Requested: _____
(Owner)

Date: _____

Recommended: _____
(Owner's Architect/Engineer)

Date: _____

Accepted: _____
(Contractor)

Date: _____

ORDINANCE NO. 19-10

ROLL CALL

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

I MOVE this ordinance be adopted: _____

I SECOND the foregoing motion: _____

ORDINANCE 19-10

AN ORDINANCE AMENDING THE BILLBOARD REQUIREMENTS OF SPANISH FORK CITY

WHEREAS, billboards are an important source of information, but if not properly regulated, can become an eyesore and a detriment to the City, and

WHEREAS, Spanish Fork City has adopted an ordinance which regulates billboards, and

WHEREAS, amendments are necessary from time to time in order to protect property values and the aesthetics of the community, and

WHEREAS, the current ordinance does not require a set back, should which should be imposed for safety reasons; and

WHEREAS, the current ordinance requires a UDOT permit prior to the issuance of a City

permit, and

WHEREAS, UDOT requires a local permit prior to its issuance of a State permit, which process makes it impossible for an applicant to comply with both the City and UDOT requirements;

NOW THEREFORE, in order to protect the health, safety, and welfare of the residents of the City, the Spanish Fork City Council hereby enacts and ordains as follows:

I.

Spanish Fork City Municipal Code §5.36.060(4) and (9) are hereby amended to read as follows:

5.36.060. Billboards.

Billboards are permitted in the following locations and subject to the following restrictions:

4. Cannot exceed a height of fifty (50) feet, or twenty-five (25) feet above roadway grade level, whichever is greater. Signs must be set back from all property lines and overhead electrical lines a distance equal to the height of the sign.
9. Utah Department of Transportation must issue a billboard permit prior to City conducting any inspections pursuant to its permit.

II.

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

PASSED AND ORDERED PUBLISHED BY THE SPANISH FORK CITY COUNCIL , this 19th day of October, 2010.

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder

STATE CONTRACT #-
Vendor No.
Commodity Code

**UTAH DIVISION OF PARKS AND RECREATION
FEDERAL RECREATIONAL TRAILS PROGRAM FUNDING
FISCAL ASSISTANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of, _____ **2010**, between the UTAH DIVISION OF PARKS AND RECREATION, hereinafter referred to as the DIVISION, and **Spanish Fork City**, qualifying under this agreement as a federal agency, state agency, or political subdivision of the State of Utah and hereinafter referred to as the PARTICIPANT.

WHEREAS, the DIVISION and the PARTICIPANT desire to provide for the planning, acquisition, construction, or improvement of motorized and/or non-motorized trails and associated facilities in Utah; and,

WHEREAS, the federal Recreational Trails Program (RTP) funds for this purpose to be matched by the PARTICIPANT for said project of planning, acquisition, construction, or improvement of motorized and/or non-motorized trails and associated facilities hereinafter described; and,

WHEREAS, federal agencies are authorized to enter into this agreement under provisions of the Granger-Thye Act of April 24, 1950, (16 U.S.C. 490, 504-504a, 555, 557, 571c, 572, 579a, 580c-5801, 581i-l), specifically Sec. 5; the Cooperative Funds Act of June 30, 1914 (CH. 131, 38 Stat. 415, as amended: 16 U.S.C. 498); and the Federal Land Policy and Management Act of 1976 (FLPMA), Public Law 94-579.

NOW, THEREFORE the DIVISION and PARTICIPANT hereby agree as follows:

PROJECT EXECUTION for: River Connector Trail

AMOUNT OF FEDERAL RTP FUNDING **\$88,000 FY10**

AMOUNT OF PROJECT PARTICIPANT FUNDING **\$88,000**

TOTAL TRAIL PROJECT EXPENDITURES **\$176,000**

UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT
Page 2

1. The DIVISION shall reimburse the PARTICIPANT up to a total of **\$ 88,000** from funds made available from the federal Recreational Trails Program (RTP) and/or the State of Utah upon receipt of satisfactory documentation of total trail project expenditures and certification that the project has been completed as proposed in the project application, which application, by reference is made part of this agreement. Said project shall be started within one hundred eighty (180) calendar days and be completed on or before **December 31, 2012**.
2. The PARTICIPANT shall comply with all applicable Federal and State Statutes and will be responsible for obtaining any necessary permits and approvals prior to commencement of the project, such as the RTP Environmental Study Check List.
3. Each contract the PARTICIPANT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Division deems appropriate.
4. The PARTICIPANT, excluding federal agencies, shall indemnify the State of Utah and its officers, agents, and employees against and hold the same free and harmless from any and all claims, demands, losses, costs, and/or expenses of liability due to, or arising from, either in whole or in part, whether directly or indirectly, and relative to, the execution of this project, subject to and in accordance with the provisions and limitations contained within the Utah Governmental Immunity Act and the Utah Public Employees Indemnification Act.
5. The PARTICIPANT agrees that the project area acquired, developed or improved pursuant to this agreement shall not be converted to other than public motorized and/or non-motorized recreational trail use without written notice to the Director of the Utah Division of Parks and Recreation. Furthermore, if a trail developed with National Recreational Trail and/or State funds is converted to other use, another trail or trail facility of comparable value, as mutually agreed upon by both parties, in the same general location, will be provided by the PARTICIPANT.
6. The PARTICIPANT shall maintain all facilities and property covered by this agreement in a safe, usable, and attractive condition. The DIVISION makes no claims to ownership or management interests of facilities constructed pursuant to this agreement on lands legally owned by the PARTICIPANT.

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6. The PARTICIPANT shall provide suitable permanent public acknowledgment of State participation at the project site. Such acknowledgment shall at least be the display of a sign, the design of which to be made by mutual agreement.

B. TERMINATION

1. The PARTICIPANT, upon written notice to the DIVISION and by refunding all monies received pursuant to this agreement, may unilaterally rescind this agreement prior to the commencement of the project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement. The project shall be deemed commenced when the PARTICIPANT makes any expenditure of funds provided in this agreement or incurs any financial obligation with respect to the project.

2. The PARTICIPANT shall, at no cost to the DIVISION, execute, complete, operate and maintain the approved Project in accordance with the approved Project Proposal and applicable plans and specifications, which documents are by this reference made part hereof. Failure to render satisfactory progress or to complete this Project may be cause for the suspension of all obligations of the DIVISION under this agreement. In the event this agreement is terminated under the provisions of this paragraph and in the event the Project has not been brought up to a useful stage at the time of such termination, the PARTICIPANT shall reimburse to the DIVISION all payments, which have been received by the PARTICIPANT under this agreement.

3. Failure by the PARTICIPANT to comply with the terms of this agreement, if not corrected within thirty (30) days after written notice form the DIVISION, shall be cause for suspension of all obligations of the DIVISION hereunder and may result in a declaration by the DIVISION that the PARTICIPANT is ineligible for participation in DIVISION sponsored grant programs.

C. FINANCIAL RECORDS

1. The PARTICIPANT shall conform to generally accepted accounting principles and shall maintain its fiscal accounts in a manner that provides an audit trail of payments adequate to establish that such funds have been used in accordance with this agreement.

2. The PARTICIPANT shall provide to the DIVISION a final project fiscal report within sixty days upon completion of the project, or within sixty days of the contract expiration date on forms to be provided by the DIVISION. Failure to provide a final fiscal report within sixty days may result in forfeiture of reimbursement expenses. Said report shall include an accounting of project expenditures and assurances that all monies paid to the PARTICIPANT by the DIVISION under this agreement were used for the planning, acquisition, construction, or improvement as herein described. Said report shall include a summary list of all personnel, supplies, materials, and construction costs associated with this project in a manner prescribed by the DIVISION.

UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT
Page 4

3. The DIVISION, upon reasonable notice, shall have access to and the right to examine such books, documents, papers or records as the DIVISION may reasonably require.

4. The PARTICIPANT agrees to make immediate monetary restitution for any disallowances of costs or expenditures determined through audit or inspection by the DIVISION.

FURTHER, the PARTICIPANT shall prosecute all phases and aspects of the project in a timely manner and shall in all respects comply with the terms, conditions, covenants and other obligations of this agreement. It is understood and agreed that the PARTICIPANT shall have the basic responsibility for all phases and aspects of the project, and that all phases are subject to review and acceptance by the DIVISION.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the year and day first above written:

Spanish Fork City **State – Utah Division of Parks and Recreation**

Signature Date Agency's Signature Date

Title Budget & Acct Officer Date

Div. of Finance Date

(other names and lines if necessary)