



## 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 December 7, 2010.**

### AGENDA ITEMS:

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

- a. Pledge, led by invitation
- b. Employee of the 3<sup>rd</sup> Quarter
- c. School/Recreation Coloring Contest Winners – Karen Bradford
- d. Citizen request: Veterans Facility, Glen Bradford
- e. Citizen request: Snow Removal in the Oaks, Jan Lyman

#### 2. PUBLIC COMMENTS:

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

#### 3. COUNCIL COMMENTS:

#### 4. CONSENT ITEMS:

These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.

- a. \* Minutes of Spanish Fork City Council Meeting – [November 16, 2010](#)

#### 5. NEW BUSINESS:

- a. \* [Wetland Mitigation](#) – Cris Child, Airport Manager
- b. \* [Power Line Tree Trimming Ordinance](#) – Junior Baker, City Attorney
- c. \* [Fritzi Building Site Plan Phasing Agreement](#) – Junior Baker, City Attorney
- d. \* [Sanitary Sewer System Model](#) – Chris Thompson, Assistant Public Works Director
- e. Golf Pro Shop Inventory Purchase – Dale Robinson

#### 6. CLOSED SESSION:

- a. Land Purchase
- b. Personnel

### ADJOURN:

- \* Supporting documentation is available on the City's website [www.spanishfork.org](http://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](http://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.

Draft Minutes  
Spanish Fork City Council Meeting  
November 16, 2010

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

Staff Present: 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; Dee Rosenbaum, Public Safety Director; Angie Warner, Deputy Recorder.

Citizens Present: Richard Harris, Kathy Olsen, Bob Clark, Dustin Street, Casey Pratt Dennis Wilkinson, Matt Stewart, Brian Cole, John Dorny, Greg Magleby, Brian Gabler, Bunny Skyy, Cyndi Cerenzie, Larry Cerenzie, John Baadsgaard, Colton Bingham, Wyatt Haycock, Trint Pierce, Richard Thomas, Kyle Poppleton, Chris Nichols, Cary Hanks, James "Jim" Elliott, Chris Salisbury, Gordon Crane, Alan Sevy, Troy Richins, Steve Rawlings, Reed Smith, Jake Argyle, Taylor Oldroyd, Nichole Weiss, Jessica Weiss, Colby Stoker.

Councilman Leifson made a **motion** to **adjourn** to Closed Session to discuss Personnel. Councilman Dart **seconded** and the motion **passed** all in favor at 4:30 p.m.

Councilman Dart made a **motion** to move into City Council Meeting. Councilman Davis **seconded** and the motion **passed** all in favor at 5:50 p.m.

**CALL TO ORDER, PLEDGE, RECOGNITION:**

Mayor Andersen called the meeting to order at 5:55 p.m.

Councilman Scoubes led in the pledge of allegiance.

**PUBLIC COMMENTS:**

Mayor Anderson opened up for public comments from citizens .

Carie Hanks

Ms. Hanks, Director of the Chamber of Commerce invited everyone to attend the light parade. She also said there would be a sack lunch lecture on Thursday in the Council room at 12 noon and a luncheon meeting on Friday at the High Chapparral, 12 noon, cost is \$8.

**COUNCIL COMMENTS:**

Councilman Nelson had no comments. Councilman Davis had no comments

47 Councilman Leifson gave a 'shout out' to City employees. He explained that his brother was in  
48 town trimming trees and had a pile of limbs. A City crew came by and asked if they could haul  
49 them away. He express his thanks to the City employees for the great job they do.

50

51 Councilman Dart said that the library would be accepting food, in place of fines, until the 24<sup>th</sup> of  
52 the month. He encouraged residents to take of advantage of the food drive.

53

54 Councilman Scoubes reminded the citizens that on the 20<sup>th</sup> of the month there would be a  
55 performance at the American Legion building at 2 p.m.

56

57 Mayor Andersen reported that things were heating up in preparation for the State Legislature to  
58 convene again in January of 2011. He said that the items the City would be following were the  
59 spice legislation law, forms of government, alcohol reform, water and land use.

60

#### 61 CONSENT ITEMS:

62

63 a. Minutes of Spanish Fork City Council Meeting - November 2, 2010

64 b. Sterling Drive Sidewalks, Curb & Gutter Change Order

65

66 Councilman Leifson made a **motion** to **approve** the consent items.

67 Councilman Nelson **seconded** and the motion **passed** all in favor.

68

#### 69 NEW BUSINESS:

70

#### 71 **Todd Graham Shade Tree Commission Appointment**

72

73 Mayor Andersen recommended that Todd Graham be appointed to the Shade Tree Commission.

74

75 Councilman Dart made a **motion** to **approve** the Mayor's appointment of Todd Graham to the  
76 Shade Tree Commission. Councilman Davis **seconded** and the motion **passed** all in favor.

77

#### 78 **Upper Crab Creek Trunkline Contracts – Richard Heap**

79

80 Chris Thompson explained that as he looked into the Water Master Plan that it shows a need for  
81 a water line in this area. He said it would be best to install this line at the same time as the  
82 spring pipe. He further explained that the land had already been acquired and no easements  
83 would be required. He said he would need the Council to approve the engineering and contractor  
84 to install the line.

85

86 Councilman Leifson made a **Motion** to **approve** the Upper Crab Creek Trunkline Contracts.

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

88

89 Richard Heaps explained that every year a meeting is held by Flood Plain and Storm Drain  
90 officials. He said that this year Spanish Fork City was awarded and he just wanted to let the  
91 public know that our employees are doing a good job. He said that they only handed out one  
92 award this year and it was to Spanish Fork City.

93

94 Mr. Baker explained that City staff had legally noticed, for the agenda, the Capital Facilities Plan  
95 and Impact Fees. Since that notice, City staff had heard concerns from home builders and  
96 developers and because of their concerns decided to cancel the public hearing on the Impact  
97 Fees in order to enter into dialogue with the home builders. He said that City staff had  
98 appropriately noticed the information. He explained the plan to proceed with the public hearing  
99 on the Capital Facilities. He said there were four that we would be addressing: electric,  
100 recreation, public safety and streets. He turned the time over to Comlink, who did the study on  
101 the electrical system, to explain the Electric, then Horrocks Engineering on the Streets, Dale  
102 Robinson the Director of Parks and Recreation to discuss Recreation and that he would be filling  
103 in for Chief Rosenbaum, who was not present, to discuss the Public Safety.

104

105 Councilman Nelson made a **motion** to move into Public Hearing to discuss Ordinance #22-10  
106 Capital Facilities Plan/Impact Fee Enactment – Electric, Recreation, Public Safety & Streets.  
107 Councilman Davis **seconded** and the motion **passed** all in favor at 6:11 p.m.

108

109

### 110 PUBLIC HEARING:

111

112 Dennis Wilkinson from ComLink Engineering presented the Council with the information on the  
113 electric facilities. He explained how new facilities are determined and that they follow standard  
114 industry practice. He identified what facilities would need to be added with growth. He explained  
115 what new facilities were and identified them.

116

117 Councilman Nelson asked if Spanish Fork City was in a panic for new electric facilities. Mr.  
118 Wilkinson explained that the City had planned well and were not in a 'panic' situation.

119

120 Mr. Oyler said that all of the documents were available on the City's webpage.

121

122 Mayor Anderson expressed that it was the responsibility of the City to try and take the 'crystal  
123 ball' approach to try and plan what might happen in the future. The City hired people to help  
124 them master plan. The master plan identifies the need and the capital facilities addresses when  
125 they need to be implemented.

126

127 Ron Mortimer

128 Mr. Mortimer from Horrocks Engineering presented that the Transportation Master Plan was on a  
129 five year increment regarding the projects that would need to be constructed. He said the  
130 documents would need to be updated every 3 years. He explained it covered a broad prospective  
131 of time. He used the overhead to explain the funding sources.

132

133 Dale Robinson

134 Mr. Robinson, Spanish Fork City's Parks and Recreation Director briefly reviewed the Recreation  
135 and Trails Master Plan document that identifies our level of service and how to maintain the level  
136 of service. He said it was done in 2007 by Landmark Design and Lewis, Roberts & Burningham.  
137 The City Council adopted the document in 2008 and had been following it. The facilities portion  
138 deals with mainly parks and trails and explained how many current parks there were in the City  
139 and what the goals were. He also discussed a study that his department conducted and that the  
140 study showed that residents utilized parks that were close to them and within walking distance.

141 Half of the residents were utilizing the trail system which was minimal but priority brought out by  
142 the study was that they wanted the trail system to connect and be a transportation system.

143

144 Councilman Nelson asked how our acreage compares to other City's. Mr. Robinson said we  
145 were following a national standard.

146

147 Mr. Baker presented how many officers there were per our population. He then explained. We  
148 had dropped officers but to maintain our level of service that we needed a place for them to work  
149 from. He furthered explained Spanish Fork City's portion of the new Public Safety building and  
150 how there were empty spaces so we can grow into the building. Forty-three percent covers  
151 current use of the building and fifty-seven percent covers future need. They anticipate that the  
152 building will have a life span of more than 20 years. Total cost was just under 8 million dollars the  
153 portion for growth is just over 4 million. He then explained the Fire protection rating that  
154 determines fire insurance. He said that the lowest grading we can get without having a full time  
155 fire department was the need to be 5 road miles of each fire station. He said the City was not far  
156 from being outside of that range and the insurance cost could be substantially higher for our  
157 citizens. He said that the City had purchased property for a future electrical sub station and fire  
158 station and that we would need a new station by 2015. Councilman Nelson asked what the  
159 national standard was and Mr. Baker explained.

160

161 Mayor Anderson invited public comment and asked that people refrain from commenting on  
162 impact fees.

163

164 Trent Pierce

165 Mr. Pierce asked if the master plan was on the website.

166

167 Councilman Scoubes explained were you would need to go on the City's website to view the  
168 master plans.

169

170 Bob Clark

171 Mr. Clark expressed his frustrated with the City maintaining an existing level of service because  
172 he felt, due to the economy, that the public could not afford to pay to maintain the same level of  
173 service. He suggested that the Council discuss ways to figure out where you can increase but  
174 also decrease.

175

176 Greg Magleby

177 Mr. Magleby asked if the impact fee study would be entering into capital facilities. He expressed  
178 that he felt the bar had been raised with regard to development yet the economy could not  
179 sustain that level.

180

181 Mayor Anderson explained City processes and the need for everyone to shoulder responsible by  
182 participating in the entire process and not waiting until the last second and then get all emotional.  
183 He said that the City was trying to be responsible in how they spend the citizen's money and the  
184 level of service we provide. He said he will look forward to a partnership in coming together on  
185 these studies. Councilman Davis said the City has always had committees and experts before  
186 decisions are made.

187

188 Mr. Oyler explained how the recreation master plan was put together and that there was input  
189 from a lot of citizens as well as many open houses so citizens could participate.

190

191 Casey Pratt

192 Mr. Pratt said he was a contractor who had performed work in the City. He said that the City  
193 had a huge opportunity in this economy to have a positive affect. He expressed he felt that the  
194 City did not need to model after other City's but look at what our city needs. Councilman Nelson  
195 told Mr. Pratt that Spanish Fork City did not hire new Police Officers.

196

197 Councilman Davis made a **Motion** to move out of Public Hearing.

198 Councilman Dart **Seconded** and the motion **Passed** all in favor at 6:51 p.m.

199

200 Mr. Baker said they would start the dialogue in the next few weeks regarding the Impact fees.  
201 He explained that the Impact fees that were adopted in August would be suspended until the  
202 committee was finished. He said this meeting concluded the public hearing discussion for the  
203 Capital Facilities. He explained that the Capital Facilities was part of the General Plan but felt it  
204 would be wise to move them from the General Plan to there own document. He said he would  
205 prepare a binder containing all of them. He asked for a motion to adopt four plans into the  
206 booklet: electrical, streets, recreation and public safety.

207

208 Councilman Nelson made a **motion** to **approve** the Resolution #10-10 Adopting Capital/Impact  
209 Fees Facilities Plans for Electric, Recreation, Transportation, and Public Safety.

210 Councilman Davis **seconded** and the motion **passed** all in favor by a roll call vote.

211

212 Councilman Nelson made a **Motion** to **move** into Public Hearing to discuss Ordinance #23-10  
213 Making Changes in Title 15 Concerning Accessory Structures, Fencing, Clear Vision Areas, and  
214 Organizational Changes. Councilman Leifson **seconded** and the motion **passed** all in favor at  
215 6:58 p.m.

216

217 Mr. Anderson explained the ordinance combined all of the changes in one ordinance. The first set  
218 of changes involved changing the requirements for accessory structures. Primarily changes  
219 involve loosening our regulations for accessory structures on corner lots. People can construct  
220 them in areas where previously they were not allowed to. This change came about from resident  
221 Wann and the City had some changes as well. He said that staff feels that the proposed changes  
222 clarify the rules, are less subject to interpretation and more clear. The second set of changes is  
223 to consider changing the setback for what our ordinance defines as structures that are open on  
224 three sides. He explained that right now we require structures that are attached to the dwelling  
225 to meet the same setbacks of the structure; which is a 10-foot setback from the property line.  
226 He said this change was initiated by a citizen. He explained the last set of changes involves a  
227 clarification of our requirements for fencing. He said we regulate where fencing can be  
228 constructed if they are solid and six feet tall because they might obscure someone's vision on a  
229 neighboring property or corner. One other issue on fencing is that we do not require people to  
230 obtain a permit. He expressed that he felt there was some value in giving a resident an  
231 opportunity to come in and get written guarantee that the fence they are constructing meets the  
232 City's standards to avoid expense for a resident to remove a fence that does not meet the  
233 standards. He also said there was a change making all accessory structures obtain a permit and  
234 that the reasoning was so that residents, who invest a lot of money in the structure, will not be at  
235 risk with their investment if it needs to be moved.

236 Council discussion was held regarding permits.  
237  
238 Councilman Dart asked about the structure being behind the front wall plane of the house. And  
239 what did it mean. Mr. Anderson said behind the front of the house.  
240  
241 Mayor Anderson opened for public comment.  
242  
243 Kathy Olsen  
244 Ms. Olsen said she sells carports and agreed with the permitting process. She explained she had  
245 a customer that did not meet the setbacks and asked if there was a way to take into  
246 consideration the lot that they are on.  
247  
248 Mr. Baker said as the ordinance is written that there is not an exception.  
249  
250 Mayor Anderson asked if there was a grandfather clause for structures that had already been  
251 there. Mr. Baker said that for repairs yes, but if they tear it down than no.  
252  
253 Larry Cerenzie  
254 Mr. Cerenzie said he is directly affected and asked that the changes be adopted. He explained  
255 his situation and that the new setbacks would be a benefit to him. Allow him to keep his house  
256 protected.  
257  
258 Discussion was held regarding building height meeting setback requirements.  
259  
260 Councilman Leifson made a **motion** to move out of Public Hearing.  
261 Councilman Dart **seconded** and the motion **passed** all in favor at 7:21 p.m.  
262  
263 Councilman Scoubes asked about relocation if the structure is over an easement and asked if  
264 there was a grandfather clause.  
265  
266 Mr. Anderson said that accessory structures built on a utility easement would be at the owner's  
267 expense if the structure had to be moved and that with the additional language in the code that  
268 we were just putting people on notice for what is already in place.  
269  
270 Councilman Scoubes asked the change meant with regard to 'structures are architecturally  
271 compatible'. Mr. Anderson said he spent time talking about a good way to measure whether or  
272 not the building fits ascetically. He explained that Bryon Wann built a building to the property  
273 line on a corner lot and that he built the accessory structure with the same roof pitch and  
274 materials as the primary structure on the lot but contrast that with another resident that had a  
275 fluorescent accessory structure which would not be okay. Councilman Scoubes asked about tree  
276 planting and if there was a time allowance regarding clear vision for trees to mature. Mr.  
277 Anderson said that he felt with a young tree you could still have a corridor and exercise reason.  
278  
279 Councilman Davis expressed that he felt everyone should have the right to build a structure on  
280 there property and feels that there should be uniformity. He said that the ordinance would help  
281 people with buildings and protect neighborhoods. He said he thought it was a good idea to get a  
282 permit than staff could tell you what was required.  
283

284 Councilman Scoubes asked about enforcement on accessory structures. Mr. Baker said they  
285 would be given time to comply.

286

287 Councilman Dart made a **motion** to **approve** the Ordinance #23-10 Making Changes in Title 15  
288 Concerning Accessory Structures, Fencing, Clear Vision Areas, and Organizational Changes.  
289 Councilman Leifson **seconded** and the motion **passed** all in favor by a roll call vote.

290

291 **ADJOURN:** Councilman Davis moved to adjourn. Councilman Scoubes seconded and the  
292 meeting adjourned at 7:37 p.m.

293

294 ADOPTED:

295

296

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Shelley Hendrickson, Planning Secretary

DRAFT



## STAFF REPORT

**DATE:** 12/2/2010  
**TO:** Honorable Mayor and City Council  
**FROM:** Airport Board  
**SUBJECT:** **WETLAND MITIGATION LETTER OF INTENT**

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### **RECOMMENDED MOTION**

Motion to Execute Agreement

### **BACKGROUND**

Current Airport Projects require the mitigation of Wetlands located on Airport Property

### **DISCUSSION**

Attached find an agreement outlining the intent to use the Swede Lane Mitigation Site in order to mitigate the Wetlands on Airport Property. A final agreement will be subject to appraisals funding and other conditions. This letter of intent has been reviewed by Kristin Brownson at the FAA and Jason Sant the Spanish Fork City Assistant Attorney and it has been executed by Jerry Grover the owner of the Swede Lane Property.

### **ALTERNATIVES**

Mitigation properties are very difficult to find and this location was recommended to us by the Army Corps of Engineers, however another site could likely be found if this one does not work out. Another site would most likely delay the Airport Project considerably.

### **FISCAL IMPACT**

Ultimately if purchased, the total cost of this acquisition could be in the neighborhood of one million dollars of which the FAA would cover 95% in the form of a grant and the State would cover an additional 2.5% leaving 2.5% to be covered by the funds budgeted for the entire project in the Airport's Capital Improvement Account

Name Cris Child  
Title Airport Manager

Attachments: Letter of Intent

cc:



# Letter of Recommendation to City Council

Springville City Board Name: Airport

Applicant:	Request:	Date of Meeting:
	Wetland Mitigation Letter of Intent Execution of agreement by Airport Sponsors	

Motion by: <u>John Hafen</u>	Second by: <u>Clair Anderson</u>		
RECOMMENDATION	<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> DISAPPROVE	<input type="checkbox"/> OTHER:
CONDITIONS OF APPROVAL:			

### Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
<u>JOHN HAFEN</u>	<u>Y</u>		
<u>RICHARD DAVIS</u>	<u>Y</u>		
<u>MARY</u>	<u>Y</u>		
<u>Clair Anderson</u>	<u>Y</u>		
<u>Debra Olson</u>	<u>yes</u>		

Mary  
Chair

12-02-2010  
Date

**LETTER OF INTENT  
FOR THE PURCHASE OF WETLAND MITIGATION CREDITS FROM  
THE SWEDE LANE MITIGATION BANK  
AND/OR THE PURCHASE OF THE SWEDE LANE MITIGATION SITE  
FOR COMPENSATORY WETLAND MITIGATION OF PLANNED  
AIRPORT IMPROVEMENTS**

**THIS LETTER OF INTENT** is made by and between each of the City of Spanish Fork, Utah, the City of Springville, Utah (together known as the Airport Sponsor and referred to herein as "Sponsor") and Jerry Grover (hereinafter known as "Grover"), also hereinafter known as the "Parties" on \_\_\_\_\_, 2010 (the "Effective Date").

**RECITALS:**

WHEREAS, Jerry Grover is the owner of a parcel of land situated adjacent to Utah Lake, Utah; and

WHEREAS, Jerry Grover has completed several actions leading towards the development of the parcel into a wetland mitigation bank and/or potential wetland mitigation site; and

WHEREAS, the Cities of Spanish Fork and Springville, Utah are the Sponsors of the Spanish Fork-Springville Airport (herein referred to as the "Airport"); and

WHEREAS, the Sponsor understands the actions completed by Grover towards the creation of wetlands on the site will save considerable time and expenses in the mitigation of the planned Airport improvements and said actions add value to the parcel; and

WHEREAS, planned improvements to the Airport will result in approximately eight (8) to twenty (20) acres of unavoidable impacts to wetlands requiring compensatory mitigation by Section 404 of the Clean Water Act and U.S. Army Corps of Engineers Section 404 permits.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, Grover and Sponsor hereby agree to enter into this Letter of Intent as follows:

**1. OPTION 1 – Mitigation Bank Credits**

In the event the planned mitigation bank is approved and is available within the timeframe needed to provide mitigation credits to the Airport project, then:

- A. Grover agrees to sell credits from the Swede Lane Mitigation Bank to the Sponsor at a price equivalent to fair market value for the compensatory mitigation of approximately eight (8) to twenty (20) acres of impacted wetlands resulting from the planned Airport improvement project.
- B. The Sponsor agrees to purchase the necessary mitigation credits from the Swede Lane Mitigation Bank.
- C. The Sponsor's purchase of credits from the Swede Lane Mitigation Bank is completely conditioned upon ALL of the Conditions stipulated in Section 3 being met.

## **2. OPTION 2 – Mitigation Site**

In the event the planned mitigation bank has not been approved or is not available in the timeframe needed to provide mitigation credits to the Airport project, then:

- A. Grover agrees to sell the whole subject parcel, or a portion thereof, as a Mitigation Site fee simple to the Sponsor at a price equivalent to the appraised fair market value of the parcel.
- B. The Sponsor agrees to purchase the subject parcel, or a sufficient portion thereof, fee simple at a price equivalent to fair market value from Grover for the purpose of providing compensatory wetland mitigation as required by an anticipated Individual Section 404 Permit for planned Airport improvements.
- C. The Sponsor's purchase of the Swede Lane Mitigation Site is completely conditioned upon ALL of the Conditions stipulated in Section 3 being met.

## **3. CONDITIONS**

- A. The FAA issuance of a Finding of No Significant Impact (FONSI) for the planned Airport improvements.
- B. The issuance of a Clean Water Act Section 404 Permit for the planned Airport improvements.
- C. The U.S. Army Corps of Engineers' approval of the Swede Lane Mitigation Bank/Mitigation Site or Credits for compensatory mitigation of the planned Airport improvements.
- D. The FAA's approval of the Swede Lane Mitigation Bank/Mitigation Site for compensatory mitigation of the planned Airport improvements.
- E. The FAA's approval of the appraised fair market value of the Mitigation Bank Credits and/or appraised fair market value of the Mitigation Site.
- F. Grover's approval of the appraised fair market value of the Mitigation Bank Credits and/or appraised fair market value of the Mitigation Site, including the method of appraisal and the appraised determination of the highest and best use of the subject parcel as a wetland mitigation site and consideration of the value of any survey, wetland delineation, site planning, engineering, or wetland construction as a factor in the fair market valuation of the parcel.
- G. The FAA issuance of an Airport Improvement Program (AIP) grant in an amount no less than 95% of the fair market value of the Credits or fair market value of the parcel.

## **4. TIMING/DURATION**

- A. Each Party offers mutually beneficial aspects to the project and understands that time is of the essence. Each Party agrees to proceed in a good faith effort to fulfill the conditions and approvals needed to complete the intent of this letter.
- B. The intent of this letter shall remain valid until June 2011 or until it is determined that one or more on the Conditions in Section 3 cannot be met.

- C. The duration of this Letter of Intent may be extended upon the written approval of both Parties.

**5. REMEDIES**

- A. "The parties agree upon a breach or threatened breach of this Letter the other Party shall have the right to apply to any court of competent jurisdiction for those remedies available in law or equity."

**6. GENERAL**

- A. This Agreement shall be binding upon and for the benefit of the Parties and their respective successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.
- B. This Agreement may be executed in one or more counterparts, which when taken together shall constitute one and the same agreement. Facsimile or scanned images of original signatures shall have the same effect as originals hereto.

**7. ACCEPTED AND AGREED**

JERRY GROVER

AIRPORT SPONSOR

By: Jerry Grover

By: \_\_\_\_\_

Title: Owner

Title:

Date: 11/30/10

Date:

**ORDINANCE NO. \_\_\_\_\_**

**ROLL CALL**

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

I MOVE this ordinance be adopted: \_\_\_\_\_  
City Council member

I SECOND the foregoing motion: \_\_\_\_\_  
City Council member

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE RELATING TO THE  
MAINTENANCE OF POWER LINES**

WHEREAS, Spanish Fork City owns and operates its own electric distribution system;  
and

WHEREAS, the City is obligated to maintain its electrical system in a manner that  
promotes a high standard of safe and reliable service; and

WHEREAS, proper maintenance includes trimming of trees and other vegetation; and

WHEREAS, failure to properly trim trees and vegetation can lead to power outages, such as that which occurred in the Northeast US and Southeast Canada in 2003; and

WHEREAS, federal standards established a goal that no power outage should be caused by failure to trim trees and vegetation; and

WHEREAS, the safety of persons and property, as well as the economic activity of the City depend on safe and reliable electric power;

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

**I.**

Spanish Fork City Municipal Code §13-44-040(B) and (C) are hereby enacted as follows:

**13-44-040. Utility Rules and Regulations**

- A. [no change]
- B. Spanish Fork City will maintain its electrical lines in accordance with accepted utility practices in order to minimize power outages, protect persons and property from dangerous conditions, and provide a safe working environment for its employees.
- C. Spanish Fork City has the right to go upon private property where it has easements, either formal or prescriptive, in order to trim trees and other vegetation to keep them from interfering with the electrical lines. Tree and vegetation trimming does not have the purpose of being aesthetically pleasing, but will be for the purpose of maintaining safe and reliable power lines. The scope of any trimming will be at the sole discretion of the Spanish Fork City Energy Department, Electric Division and will be based upon line voltage, transformers

and other equipment, and the type of trees or vegetation involved and their propensity for rapid growth. If a tree should need to be removed, the City will still advise and work with the property owner, but removal will ultimately be the responsibility of the owner, unless the tree or vegetation is in the public right-of-way. In such an event the City will decide and may proceed to remove a tree or vegetation. The City may top a tree if a property owner fails to timely remove it. The City will not trim around lines feeding a residence from a transformer. The property owner shall be responsible for that trimming. Failure to trim will subject the property owner to damages if the growth causes an outage and the property owner shall not be eligible to receive any reimbursement from the City, or its subcontractors or suppliers for damage to the owner's property due to their failure to trim trees or other vegetation.

**II.**

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

DATED this 7th day of December, 2010.

Attest:

\_\_\_\_\_  
G. WAYNE ANDERSEN Mayor

\_\_\_\_\_  
KENT R. CLARK , City Recorder

## SITE PLAN PHASING AGREEMENT

This Agreement is entered into this 7th day of December, 2010, by and between Fritzi Realty, Inc., a California corporation authorized to do business in the State of Utah, hereinafter referred to as the "**Owner**", and Spanish Fork City, a municipal corporation of the State of Utah, hereinafter referred to as the "**City**." Owner and City are hereinafter referred to collectively as the "**Parties**," or individually as a "**Party**."

The purpose of this Agreement is to effectuate an incentive to the Owner from the City for development of property described herein. Development of the property pursuant to this Agreement and the fulfillment generally of this Agreement is in the best interest of Spanish Fork City and the health, safety, morals, and welfare of its residents and is in accordance with the public purposes and provisions of applicable state and local laws and requirements.

### RECITALS:

**WHEREAS**, the Owner owns and is desirous of upgrading and maintaining an existing industrial building known as the "Del Monte Cannery" at 1350 Cal Pac Ave. in Spanish Fork; and

**WHEREAS**, The City has requested that the Owner upgrade the site of the Property in accordance with its current codes and site requirements in that the Parties recognize the value of this development to the City in the form of increased industrial base and employment opportunities for the residents of Spanish Fork City; and

**WHEREAS**, the Parties acknowledge that there is a dispute as to whether the historical and/or current uses of the property are conforming to City requirements and/or constitute a valid non-conforming use. Nonetheless, as a means of resolving this dispute, the Parties, without waiving any rights at law or in equity, are entering into this Agreement. Nothing herein contained, nor action taken pursuant hereto, is intended to change or enlarge the existing industrial zoning or proposed uses for the Property;

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

### AGREEMENT

1. **RESPONSIBILITIES.**

1.1 All responsibilities, rights, obligations, and privileges of the Parties shall be as stated herein.

2. **PROJECT.**

2.1 The "**Project**" is an industrial redevelopment consisting of the building and

surrounding land identified in the site plan, attached hereto as Exhibit A and incorporated herein by this reference, adjoining Arrowhead Dr., Del Monte Road, and Cal Pac Avenue. The improvements shown on the Site Plan, together with any others identified herein, are the improvements to be constructed/installed. The Owner is not and shall not allow any new building on the site without complying with City requirements. The Parties acknowledge that there is a dispute as to whether the historical and/or current uses of the property are conforming to City requirements and/or constitute a valid non-conforming use. Nonetheless, as a means of resolving this dispute, the Parties, without waiving any rights at law or in equity, are entering into this Agreement.

3. **CITY'S RESPONSIBILITY.**

3.1 City shall approve the project in phases, without requiring all of the on and off site improvements required by the Development Standards of City to be completed with the first phase. All improvements shall be accomplished on or before the completion of the final phase.

4. **OWNER'S RESPONSIBILITY.**

4.1 Owner shall be responsible to obtain complete site plan approval for the site contemporaneous herewith. All required improvements, as shown on the approved site plan, shall be constructed by Owner within the time frame allowed herein.

4.2 The redevelopment of the Site shall take place in three phases. The first phase shall consist of 70,000 square feet of space within the building which can be made available for use by Owner or one or more tenants. Owner may designate the 70,000 square feet to be in phase 1. That designation may take place all at once, or in segments, as the Owner has opportunity to use various portions of the building. The second phase shall consist of 70,000 square feet of space within the building which can be made available for use by Owner, or one or more tenants. Owner may designate the 70,000 square feet to be in phase 2. That designation may take place all at once, or in segments, as the Owner has opportunity to use various portions of the building. The third phase consists of the balance of the square footage of the building, consisting of approximately 61,000 square feet.

4.3 The improvements required to be installed with Phase 1 are electrical upgrades to the entire building to satisfy life and safety concerns under the Fire Code and electrical upgrades to the portion of the building to be used to meet the needs of Owner and/or its tenant and construction of a wall along the south border of the property between this industrially zoned parcel and property to the south which is zoned residential. Said wall shall be constructed after the first 40,00 square feet of the building is occupied and before Phase 2. The improvements required to be

installed with Phase 2 include all of the improvements along Arrowhead Trail, as shown on the site plan, plus any parking lot improvements needed to accommodate the portion of the building being used in Phase 2. The improvements required to be installed with Phase 3 include all of the improvements along Cal Pac Avenue, as shown on the site plan, together with all other improvements required by City's Development Standards which are not yet installed. The Parties may agree to alter the order of the improvements. If the parties cannot agree, this schedule shall control.

- 4.4 Any usage beyond 70,000 square feet will trigger the Phase 2 improvements. Any usage beyond 140,000 square feet will trigger the Phase 3 improvements.
- 4.5 The Owner shall develop the Project in accordance with the City Development Standards, including but not limited to, obtaining all required permits and inspections.

5. **IMPROVEMENTS.**

- 5.1 **Plans.** The plans will be prepared and reviewed according to all applicable laws and regulations.
- 5.2 **Responsibility for Plans.** Owner will take all actions and pay all costs necessary to prepare all of the Project plans to meet the specifications of City. Owner will complete all Project plans to City standards and specifications.
- 5.3 **Submission for Approval.** Whenever Owner submits plans, drawings or other documents to City for approval, a reasonable time shall be allotted for reviewing and approving plans submitted for the Project.

6. **CONSTRUCTION.**

- 6.1 **Responsibility.** Owner shall be responsible for providing all construction financing and shall be responsible for performing the actual installation of the improvements for the Project and for the payment of all construction/installation costs.
- 6.2 **Permits.** Owner shall, at its own expense, secure, or cause to be secured, any and all permits required in order to install improvements for the Project. City shall provide reasonable assistance to Owner in securing those permits.
- 6.3 **Compliance.** Owner shall carry out all the installation of the improvements of the Project in conformity with all applicable laws. All City ordinances, construction standards, development standards, and permit requirements are incorporated into this Agreement by reference. Owner expressly acknowledges

and agrees that nothing in this Agreement shall be deemed to relieve Owner from the obligation to comply with all applicable requirements of City necessary for approval, including but not limited to, the construction standards, in effect at the time of any construction.

7. **DEFAULT.**

7.1 The failure of any Party to perform any of its obligations under this Agreement within a commercially reasonable period of time, if such failure continues for 30 days after written notice from the other Party, shall constitute an "Event of Default." If an Event of Default cannot reasonably be cured within such 30-day period, the defaulting Party shall have such additional time as is reasonably necessary to cure the Event of Default so long as the defaulting Party commences the cure within such 30-day period and thereafter diligently pursues such cure to completion.

8. **REMEDIES.**

8.1 Upon the occurrence of an Event of Default by Owner, which is not cured within the time period specified in Section 7 above, City, as its sole remedy, shall have the right to recover from Owner all Costs incurred by City in enforcing the terms of this Agreement, including attorneys fees.

8.2 Upon the occurrence of an Event of Default by the City, which is not cured within the time period specified in Section 7 above, the Owner, as its sole remedy, shall have the right to fulfill and complete the performance required of the City as specified in Section 3 of this Agreement, and to recover from the City all costs incurred by the Owner in curing such Event of Default, limited to the amounts to be reimbursed by this Agreement.

9. **RESERVED LEGISLATIVE POWERS.**

9.1 Nothing in this Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement.

10. **No Joint Venture, Partnership or Third Party Rights.**

10.1 This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

11. **INDEMNIFICATION.**

- 11.1 Owner agrees and covenants to hold City harmless, and to indemnify and defend it and its officers, employees, and agents from and against any and all claims for loss, damage, or injury, including death, sustained by any person and damage or injury to property and for all expenses, including reasonable attorney's fees incurred or thereby arising from the performance of Owner's principals, staff agents, contractors or employees under the provisions of this Agreement.
- 11.2 City agrees and covenants to hold Owner harmless, and to indemnify and defend it and its officers or agents from and against any and all claims for loss, damage, or injury, including death, sustained by any person and damage or injury to property and for all expenses, including reasonable attorney's fees incurred or thereby arising, from the performance of City's principals, staff, agents, contractors or employees under the provisions of this Agreement.
- 11.3 Any indemnification under this Agreement shall survive the termination of this Agreement for any reason with respect to any matters arising prior to the termination of this Agreement.

12. **INTEGRATED DOCUMENT.**

- 12.1 This Agreement embodies the entire agreement between the Parties for the scope of services and their terms and conditions. No verbal agreements or conversation with any officer, agent or employee of City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.

13. **AMENDMENTS.**

- 13.1 This Agreement may be amended only by written agreement of the Parties.

14. **SEVERABILITY OF PROVISIONS.**

- 14.1 If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the intent of the Parties.

15. **TRANSFERS.**

- 15.1 Except as otherwise expressly provided herein, no Party shall encumber, lease, assign, convey, or otherwise transfer all or any portion of that Party's rights or obligations under this Agreement or to the Project without the prior written

consent of the other Party, which consent shall not be unreasonably withheld.

16. **SUCCESSORS.**

16.1 This Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective successors and assigns.

17. **WAIVERS.**

17.1 No waiver by any Party of any breach or default by any other Party in the performance by such Party of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any breach or default in the performance by such Party of any other obligations under this Agreement. Failure of any Party to notify any other Party hereto of a default on the part of said other Party, shall not constitute a waiver by such failing Party of the rights of such failing Party under this Agreement.

18. **GOVERNING LAW.**

18.1 This Agreement shall be governed by and construed in accordance with the law of the State of Utah.

19. **NOTICES.**

19.1 Each notice associated with this Agreement shall be in writing and shall be deemed to have been properly given if served by personal service or by deposit of such with the United States Postal Service, and said deposit having been designated as certified mail with return receipt requested, and bearing adequate postage and addressed as hereafter provided. Each notice shall be deemed to have been received upon the execution of a sworn affidavit of the personal server or the execution of a United States Postal Service return receipt.

The Parties shall have the right to change address(es), and shall within 10 days of any such address(es) change, provide written notice of such change to other Parties hereto. Notice to the Parties shall be addressed as follows:

**The Owner:**  
Fritzi Realty, Inc.  
Attn: Bob Tandler  
3490 California St., Suite 209  
San Francisco, CA 94118

**The City:**  
Spanish Fork City

Attn: City Manager  
40 South Main Street  
Spanish Fork, Utah 84660

Cc: City Attorney  
40 South Main Street  
Spanish Fork, Utah 84660

20. **COUNTERPARTS.**

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

21. **COOPERATION.**

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

22. **EXHIBITS.**

23.1 The Project Site Plan is attached hereto as an exhibit.

23. **SUPREMACY.**

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

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

**SPANISH FORK CITY** by:

\_\_\_\_\_  
G. WAYNE ANDERSEN, Mayor

Attest:

\_\_\_\_\_  
KENT R. CLARK, City Recorder

**FRITZI REALTY, INC.** by:

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ROBERT S. TANDLER, President



# Memo

To: Mayor Andersen & City Council  
From: Chris Thompson, Assistant Public Works Director  
Date: December 6, 2010  
Re: Sanitary Sewer System Model

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## Staff Report

The city recently requested proposals for some modeling work to be done on our sewer system. We received two proposals, one from Hansen, Allen & Luce for \$17,700 and one from Bowen, Collins and Associates for \$17,500. Bowen, Collins and Associates is currently helping us to model our storm drain system and has done a good job on that project. They also worked on our flood plain mapping and did a great job on that project as well.

Bowen, Collins and Associate's proposal is to model the existing sanitary sewer system using software the City currently owns. It will also provide training to City staff necessary to maintain the sanitary sewer model once completed. The cost associated with this project shall be covered under the current budget for capital projects. The information from this model will be used as part of the design for these capital projects. This project will commit \$17,500 of those funds that are already budgeted.

We have a need to begin the modeling process now to better help us to provide future development accurate information on our current system and to make better decisions for city capital projects. We therefore recommend that the City Council approve this proposal to hire Bowen Collins and Associates to work on our sanitary sewer model.

Attached: Sanitary Sewer System Model Proposal

# Proposal to Prepare a SANITARY SEWER SYSTEM MODEL



October 2010

Presented by:



Presented for:



## COMPANY INFORMATION AND OFFICE LOCATION

**B**C&A is a Utah engineering firm that specializes in the water, storm water, and wastewater fields. The company was formed in 1997. Our staff is experienced in the study and design of wastewater treatment and collection facilities, groundwater wells, hydrogeologic studies, and environmental permitting; flood control and drainage facilities; and water facilities including pump stations, pipelines, wells, reservoirs, canals. Our staff have performed numerous master plans, feasibility studies, and final designs, and provided construction management services on projects throughout Utah. Technical expertise and responsive client service form the foundation of our company. We presently have approximately 64 staff members located in our Draper and St. George offices. Our staff is experienced in the study and design of wastewater collection facilities. Our staff has performed several sewer system master plans. From our experience with these studies, we have developed the following key issues for your Project.

### ***Experience in Master Planning Large Areas***

Our team members have extensive experience in master planning wastewater collection systems and understand the unique issues that must be addressed to provide a high-quality product. We have master planned areas covering less than 10 square miles to areas covering more than 100 square miles. Our experience on previous projects and our ability to see the larger picture will help make this project a success.

### ***Computer Modeling Expertise***

The open channel flow regime of a sewer collection system results in some complicated hydraulic issues that must be addressed during the master planning process. An experienced and skilled computer modeler will be required to address hydraulic issues such as: developing inflow hydrographs for the model, dynamic modeling that will accurately account for in-pipe storage and attenuation, consideration of backwater effects, accurate evaluation of both sub-critical and super-critical flow regimes, and model calibration using flow monitoring data. Our team has the experience and knowledge to accurately and efficiently address these types of issues. Selection of a computer model will also be an important decision that will affect the success of this project. BC&A has significant experience with products manufactured by Bentley, MWHSoft, Cedra Corporation, Pizer, EPA, and others. Because our team has experience with all of these models and is not beholden to any specific type of software, we can work with City personnel in selecting the software that best fits your needs. We will work to ensure that the software that is selected will be user-friendly and have the capability to be easily and economically revised and updated.

### ***Completing the Project on Schedule and Within Budget***

Our staff makes every effort to meet or exceed client expectations on every project we work on. One of the best ways to do this is to complete the work on time and within budget. BC&A is committed to provide the staff and resources to this project to make it successful.

## PROJECT TEAM

If selected, the following key engineers and design technicians will be involved on your Project.



**Craig Bagley, P.E., Project Manager.** Mr. Bagley has been a consulting engineer for over 25 years. He specializes in hydraulics and hydrology. He has extensive experience in master planning sewer, water and storm drain facilities for large areas and in designing sewer, water, and storm drain infrastructure of all types and sizes. He has served as either principal-in-charge, project manager on the following sewer system master planning projects: 2010 Salt Lake City Sewer System Master Plan; Provo City Sewer System Master Plan; Ogden City Sewer System Master Plan; Central Weber Sewer Improvement District Sewer System Evaluation Study; Murray City Sewer System Master Plan; and he Granger-Hunter Improvement District Sewer System Model and Master Plan. He has managed over 30 sewer, water, and storm drain master planning projects for large areas. In completing those projects, Mr. Bagley has worked with communities in developing design criteria and operating guidelines, identified hydraulic deficiencies, developed prioritized capital improvement plans, utilized GIS technology in computer modeling and mapping, and trained clients in the use and application of hydraulic modeling software in the master planning process. He understands how to develop master planning models and tools that are user-friendly and can be easily utilized to answer questions about capacity and potential impacts from new development. Mr. Bagley has served as project manager on several projects in Spanish Fork and other nearby Utah County communities. Those projects have allowed him to become familiar with the unique characteristics of the area and the expectations from the staff at Spanish Fork City.



**Matthew Stayner, P.E., Project Engineer.** Mr. Stayner has 6 years of engineering related experience, specializing in water resource projects. Mr. Stayner has extensive experience with hydrologic modeling, open channel flow hydraulic modeling and floodplain mapping. Mr. Stayner served as lead project engineer on multiple storm drain master plan projects that include: 2010 Riverton City Storm Drain Master Plan Amendment, Hydrologic Evaluation of Rose Creek and Midas Creek, the Alpine Storm Drain Master Plan Update, the Hurricane Storm Drain Master Plan, the Provo City Storm Drain Master Plan, and the Spanish Fork City Storm Drain Master Plan. All of these projects included subbasin delineation, hydrologic parameter estimation, hydrologic and hydraulic modeling, and the development of a capital facilities plan.



**Andrew McKinnon, Staff Engineer.** Mr. McKinnon has experience with storm water and sewer hydraulic modeling for various municipal storm water and sewer systems throughout the State of Utah. Most recently, Mr. McKinnon setup and calibrated the Salt Lake City wastewater collection system hydraulic model which included approximately 660 miles of sewer pipes, 35 lift stations, 3 major siphons, and numerous diversions. This model was setup and calibrated in InfoWorks 10.0 as part of the Salt Lake City 2010 Sewer Master Plan, but Mr. McKinnon also has experience using various other hydraulic modeling software packages such as:

StormCAD, InfoSWMM, InfoSewer, SWMM5, and StormNET. Other recent sewer master plans that Mr. McKinnon has worked on include the 2009 Ashley Valley Sewer Master Plan and a draft of the Provo City 2010 Sewer Master Plan.

**Related Project Experience**

Our proposed project team members have spent a significant portion of their time working on various master plans and related computer models during the past five years. Because of this, we offer a client-focused team that can be responsive, efficient, and cost effective. Our staff members are all local. Our recent project experience also allows us the opportunity to offer you a project team that is very proficient in developing hydraulic models. Our staff has a sound understanding of the steps that must be completed to develop an accurate hydraulic model. We also prefer not to use modeling software that is proprietary to a single engineering firm. We have found that type of software difficult to support over the long term.

**LIST OF SIMILAR STUDIES AND EXPERIENCE OF THE FIRM**

Related projects that were recently completed by our staff are presented in Table 1. Our proposed staff served in key roles in each of these projects.

**Table 1  
Sewer System Master Plan Projects Recently Completed by Project Team**

Project	Client	Services Provided
Salt Lake City Sewer System Master Plan	Salt Lake City	Developed a comprehensive sewer master plan for the largest sewer collection system in the State of Utah. Included computer modeling and development of a capital facilities plan. Also included condition assessment of large diameter pipe lines and development of long-term asset management plan.
Sanitary Sewer System Master Plan	Ashley Valley Sewer Management Board	Developing a sewer master plan for the entire Ashley Valley including systems from Vernal City, Maeser City, Jensen WID, and Ashley Valley SID.
Sanitary Sewer Master Plan Update	Provo City	Developing an update to the 2003 Master Plan that covers the west side of the City. Complete Master Plan update of existing model.
Sanitary Sewer Master Plan	Ogden City	Completed a sewer master plan update that included evaluation of conveyance facilities through projected build-out conditions, flow monitoring, flow projections, development of a hydraulic model, and a list of prioritized capital improvements.
Sewer Collection System Master Plan	Central Weber Sewer Improvement District	Developed a digital collection system inventory, provided flow monitoring, developed and calibrated a collection system model of existing and projected future conditions, identified system deficiencies, and developed a capital improvement plan.

Project	Client	Services Provided
Provo Sanitary Sewer Evaluation and Master Plan	Provo City	Evaluation of existing sanitary sewer facilities, flow monitoring examinations of inflow and infiltration, flow projections, hydraulic model, and development of master plan improvements through 2025.
Collection System Master Plan	Timpanogas Special Service District	Evaluation of existing collection system, development of computer model, development of capital improvement plan.
Sewer System Model Update	Granger Hunter Improvement District	Updated system wide sewer model to include new additions and used updated software.

### Other Related Sewer Projects

Project	Client
Jordanelle Wastewater Treatment Plant	Jordanelle Special Service District
Provo City Reclamation Facility Misc. Improvements	Provo City
Wastewater Reuse Facility	St. George City
Pleasant Grove/Cedar Hills Interceptor Sewer	Timpanogos Special Service District
4 Sewer Interceptor Projects	South Valley Sewer District
More Than 15 Sewer Collector Projects	South Valley Sewer District
Inflow/Infiltration Monitoring Plan	South Valley Sewer District
8600 South Sewer Relocation Project	Sandy City Department of Public
Main Sewer Lift Station Replacement Project	City of South Salt Lake
2200 West 950 North Sewer Lift Station	Salt Lake City Department of Public
Concorde Sewer Lift Station	Salt Lake City Department of Public
International Center Sewer Project	Salt Lake City Department of Public
Yuma Street Sewer Replacement Project	Salt Lake City Department of Public
Riverside Lift Station	Murray City
Southwest Sewer and Pump Station Project	Logan City
Cogeneration Facility	North Davis Sewer District
St. George WRF Improvements	City of St. George
Eastside Sewer Rehabilitation Project	Timpanogos Special Service District
Pleasant Grove/Cedar Hills Sewer Outfall	Timpanogos Special Service District
Digester Control Building Improvements	Provo City
Riverton Elementary Odor Evaluation	South Valley Water Reclamation

**Past Performances of the Firm on Similar Projects**

We have worked for several clients developing sewer system master plans including Salt Lake City, Provo City, Ogden City, Timpanogos Special Service District, Ashley Valley Sewer Management Board, and the Timpanogos Special Service District. Our staff has an understanding of your service area and utilities that serve it. We are looking forward for an opportunity to work with Spanish Fork City personnel again. We have listed some of our client references for similar projects. Our staff has worked for each of these clients recently. We encourage you to contact these references to determine our staff’s past performance.

Contact	Projects
Mr. Jason Brown Project Manager 1530 South West Temple Salt Lake City, Utah 84115 Phone: 801-483-6729	Salt Lake City Sewer System Master Plan
Mr. Pryor Harrell Ashley Valley Sewer Management Board P.O. Box 425 4000 East 2200 South Vernal, Utah 84078 Phone: 801-789-9805	Ashley Valley Sewer System Master Plan
Mr. Brad Jorgenson Engineering Manager 1377 South 350 East Provo, Utah 84606 Phone: 801-852-6771	Sewer System West Side Master Plan Update Sewer System Master Plan

**PROJECT UNDERSTANDING AND OBJECTIVES**

At present Spanish Fork City does not have a model of their sanitary sewer collection system. It is our understanding that City personnel want a calibrated computer model of their sanitary sewer collection system in order to identify current deficiencies and to better plan for future development. For the model to be useful in identifying capacity issues it must be:

- Based on accurate geometric data
- Calibrated using representative flow data
- User-friendly

We have considered the challenges of this project and have developed the following scope of work.

**SCOPE OF WORK**

This section presents a summary of our proposed approach to perform the tasks that will accomplish the City’s objectives for this study. We propose collecting data for and developing a model of sewer trunk lines. If awarded this project, we will meet with the City and define exactly which pipelines

will be studied. For this proposal we assumed trunk lines would include all sewer lines that have a diameter of 10 inches or larger and 4,000 feet of 8-inch pipe. We choose this approach as it has been our experience that the pipes that have 8 inch diameters and smaller are not typically used as trunk lines and rarely have capacity issues.

### ***Task 1: Collect and Review Existing Data***

**Objective:** To collect the information that will be required to perform a capacity evaluation of all sanitary sewer lines in the City 10 inches in diameter and larger.

**Activities:**

- Collect and review existing reports that pertain to the study.
- Review available GIS mapping of sewer collection system.
- Review existing survey information.
- Collect information on recurring operation or maintenance problems.
- Collect information on areas where significant inflow/infiltration is known to occur.
- Collect pumping rates of existing lift stations.
- Collect and review recent historic flow information from the City's wastewater treatment plant.
- Meet with City staff to review existing flow monitoring data from the treatment plant.
- Evaluate flow monitoring data from previous studies.
- Meet with City staff and identify trunk lines that will be studied and addition data needs (survey, flow monitoring, etc.)

**Products:**

- List of additional data needs.

### ***Task 2: Collect Additional Data***

**Objective:** To develop sewer flow information needed to develop a dynamic sewer system model.

**Activities:**

- Request City personnel to collect additional flow monitoring data, if needed.
- Develop sewer flow characteristics for each sewer service area and subarea. It is our understanding that the City has GIS-based water meter record that they will make available to us at no additional cost to assist with developing sewer flow characteristics.
- Estimate what percentage of the flow appears to be generated from groundwater infiltration and storm water inflow.

**Products:**

- Limited information on infiltration and inflow.
- Sewer flow data developed from existing flow monitoring data that will be used in hydraulically simulating operation of the City's sewer trunk lines.

### ***Task 3: Develop Computer Model of Existing Sewer System***

**Objective:** To develop a computer model of the existing sewer system trunk lines that can be used in conjunction with the flow data developed in Task 2 to hydraulically simulate operation of the trunk lines in the sewer system under various flow conditions.

**Activities:**

- Utilize newly collected survey rim and elevation data, pump station data, and any diversion/overflow data to develop a computer model of the sewer system trunk lines in the City's sewer system.
- Analyze infiltration data and incorporate data into computer model.

- Analyze inflow data. Inflow data will not be incorporated into the computer model. We suggest capacity for inflow be considered when the City is identifying deficient pipelines.

Products:

- A digital computer model of the existing sewer system.

***Task 4: Simulate Existing System Operation Under Current Conditions***

Objective: To identify trunk line capacity deficiencies that currently exist in the sewer system.

Activities:

- Use the digital computer model developed in Task 3 to hydraulically simulate operation of the existing trunk lines under flow conditions from existing development.
- Calibrate the existing system model to existing flow monitoring data.
- Evaluate results of hydraulic analyses and identify areas where capacity deficiencies currently exist, including pipes and pump stations.

Products:

- Calibrated computer model of existing sewer trunk lines.

***Task 5: Computer Model Training***

Objective: To train City personnel on using the computer model.

Activities:

- Have City personnel visit our office once during the computer model setup portion of the project and once during the computer model calibration portion of the project in order to see how the program works.
- Provide final model to City personnel and attend up to two training sessions at the City offices to familiarize City personnel with the model. Show City personnel how to identify deficient pipelines and export data to Excel and GIS format.

Products:

- Training City personnel both at BC&A office and City offices.
- Crib sheet identifying basic modeling and analysis tasks in the hydraulic computer model.

***Task 6: Project Management/Progress & Coordination Meetings***

Objective: To provide project related correspondence, guidance and direction to the project team, manage the project budget and schedule, to attend three progress/coordination meetings with City staff to ensure that project is meeting City expectations.

Activities:

- Prepare agendas, progress reports, and meeting notes for up to three progress/coordination meetings.
- Provide correspondence needed throughout the course of the project to address important issues and to keep City staff involved and informed of progress and activities.
- Manage the work scope, schedule and budget for the project and provide quality control on work being performed.

Products:

- Prepare Meeting Agenda.
- Needed project correspondence.
- Management of work scope, schedule, and budget.

## PROJECT SCHEDULE

We are available to begin work immediately on this project. It is our understanding the City will be collecting additional survey data to compliment this study. We propose to complete the study within 6 weeks of receiving final survey data.

## PROJECT FEE

We proposed completing this project on a time and material basis with a fee not exceed \$17,500 without prior written permission from the City. Attached is our detailed fee estimate.

Spanish Fork City  
 Sanitary Sewer System Model  
 Engineering Man-Hour and Fee Estimate  
 Last Updated 10/28/2010



		Engineers			Subtotal Hours	Subtotal Labor	Subtotal Expenses	Total Cost
Labor Category		McKinnon	Stayner	Bagley				
Labor Rate		\$80	\$80	\$135				
No.	Task Description							
1	Collect and Review Existing Data	16	4	4	24	\$ 2,140.00	\$ 204.00	\$ 2,344.00
2	Collect Additional Data	8		2	10	\$ 910.00	\$ 120.00	\$ 1,030.00
3	Develop Computer Model of Existing Sewer System	36	2	8	46	\$ 4,120.00	\$ 276.00	\$ 4,396.00
4	Simulate Existing System Operation Under Current Conditions	60	2	4	66	\$ 5,500.00	\$ 396.00	\$ 5,896.00
5	Computer Model Training	12			12	\$ 960.00	\$ 162.00	\$ 1,122.00
6	Project Management/Progress & Coordination Meetings	4	4	12	20	\$ 2,260.00	\$ 452.00	\$ 2,712.00
<b>Total Hours</b>		<b>136</b>	<b>12</b>	<b>30</b>	<b>178</b>			
<b>Total Cost</b>						<b>\$ 15,890.00</b>	<b>\$ 1,610.00</b>	<b>\$ 17,500.00</b>

**Expenses include:**

- Mileage reimbursement at \$0.75/mile
- Computer/Communications Charge at \$6/labor hour
- 10% Markup on Outside Services

**Budgetary Assumptions:**

- Spanish Fork City will provide the following at no additional cost to BC&A:
- Additional flow monitoring data
  - Survey data in shapefile format with manhole rims and inverts attributed and pipe slopes attributed

Billing rates shown are for 2010

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