



CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on February 1, 2011.**

AGENDA ITEMS:

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

- a. Pledge, led by invitation
- b. Introduction of New Golf Course Manager/Head Professional
- c. Recognition Robert Nay
- d. Recognition The Moving Wall Committee

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. SPANISH FORK 101:

- a. Legal

5. PUBLIC HEARING:

- a. * [Abandonment of Trail and Easement in Black Horse Run](#)
- b. * [FY 2011 Budget Revision 2](#)

6. 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 – January 18, 2011; January 14 & 15, 2011](#)
- b. * [Proposed Agreement for services to prepare environmental studies as part of National Park Service park conversion process](#)
- c. * [800 North CDBG Grant, Change Order #3 Ratification](#)
- d. * [Impact Fee Consultant Contract with TischlerBise for Phase #1](#)
- e. * [I-15 ICORE Waterline Relocation Supplemental Agreement](#)

7. NEW BUSINESS:

- a. * [Resolution #11-01 Appointing Making Appointments to the South Utah Valley](#)

* 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.

- Municipal Water Association Board and Technical Committee
- b. *Windward Engineering Lease – Junior Baker
 - c. Board Appointments

8. CLOSED SESSION:

- a. Legal

ADJOURN:

ORDINANCE NO. 01-10

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. SCoubES <i>Council member</i>		

I MOVE this ordinance be adopted: Councilmember

I SECOND the foregoing motion: Councilmember

ORDINANCE 01-10

ORDINANCE ABANDONING A TRAIL AND PUBLIC UTILITY EASEMENT IN BLACK HORSE RUN MASTER PLANNED DEVELOPMENT

WHEREAS, Black Horse Run, Plats B and C were approved by Spanish Fork City as a master planned development and recorded with the Utah County Recorder in 2004; and

WHEREAS, the plats dedicated to Spanish Fork City a public trail/utility easement; and

WHEREAS, the utility easement has never been used and is not needed by the City and the trail is better served by making it a private trail for use by the residents of

Black Horse Run; and

WHEREAS, it is in the best interests of both the City and its residents to abandon the public utilities easement and trail; and

WHEREAS, notice of the intent to abandon the trail and easement was posted on the property and on the State of Utah Notice Website; and

WHEREAS, a public hearing was held before the City Council on Tuesday, the 1st day of February, 2011, where public comment was received; and

WHEREAS, the council finds that it is in the best interest of the public to abandon the Black Horse Run public utilities easement and trail identified herein;

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

I.

The property dedicated as a public utilities/trail easement in Black Horse Run Plat B, as recorded in the office of the Utah County Recorder on the 2nd day of September, 2004 as entry number 101312, Map Filing #10671 and the property dedicated as a public utility easement in Black Horse Run Plat C, as recorded in the office of the Utah County Recorder on the 13th day of September, 2004 as entry number 104690, Map Filing #10683 are hereby abandoned to Black Horse Run Owners Association, which property is more particularly described as follows:

BEGINNING AT A POINT WHICH IS LOCATED S00°17'18"E ALONG THE SECTION LINE 976.77 FEET AND EAST 240.00 FEET FROM THE WEST CORNER OF SECTION 17, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S89°24'53"E 28.50 FEET; THENCE S00°00'02"E 102.45 FEET; THENCE S00°00'32"E 441.32 FEET; THENCE N52°05'18"W 13.51 FEET; THENCE S89°42'42"W 22.21 FEET; THENCE N00°17'18"W 156.10 FEET; THENCE N05°32'38"W 76.42 FEET; THENCE N00°17'18"W 152.20 FEET; THENCE N04°58'02"E 76.42 FEET; THENCE N89°42'42"E 7.00 FEET; THENCE N00°17'18"W 75.34 FEET TO THE POINT OF BEGINNING.
CONTAINING: 0.45 ACRE

II.

This ordinance is effective upon recordation with the Utah County Recorder.

ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH,
this
1st day of February, 2011.

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder

Spanish Fork City

Budget Revision #2 – FY 2011

Public Hearing

February 1st 2011

GENERAL FUND EXPENDITURES	ACT FY08	ACT FY09	ACT FY10	FY2011 Rev 1	FY2011 Rev 2	DIFFER
GENERAL GOVERNMENT	\$ 313,148	\$ 395,164	\$ 306,355	\$ 272,956	\$ 285,923	\$ 12,967
SENIOR CITIZEN	313,084	221,228	216,331	313,999	\$ 315,619	1,620
INFORMATION SERVICES	231,361	260,086	253,808	259,544	\$ 261,255	1,711
ADMINISTRATION	991,959	987,856	1,034,834	867,822	\$ 879,390	11,568
LEGAL	341,261	393,579	370,315	400,970	\$ 398,960	-2,010
PLANNING	180,157	173,087	160,543	143,903	\$ 143,482	-421
ENGINEERING	877,313	836,376	717,042	842,147	\$ 816,290	-25,857
BUILDING INSPECTION	405,277	383,705	306,142	326,359	\$ 289,575	-36,784
POLICE	3,198,854	3,203,083	3,131,101	3,510,217	\$ 3,495,465	-14,752
FIRE	712,545	650,251	344,895	527,367	\$ 521,749	-5,618
AMBULANCE	408,068	388,766	357,241	458,777	\$ 498,533	39,756
ANIMAL CONTROL	162,705	171,059	136,131	147,208	\$ 141,475	-5,733
EMERGENCY PREPAREDNESS	110,872	127,871	106,893	130,866	\$ 131,729	863
STREETS	993,665	884,189	637,025	1,111,001	\$ 1,003,094	-107,907
GENERAL BUILDINGS & GROUNDS	861,384	695,762	560,850	691,019	\$ 712,615	21,596
JUSTICE CENTER		\$ 73,307	\$ 84,987	\$ 127,433	\$ 114,663	-12,770
PARKS	1,449,709	1,514,797	1,088,467	1,582,563	\$ 2,641,363	1,058,799
CEMETERY	261,338	259,060	171,438	222,037	\$ 211,725	-10,312
LIBRARY	497,392	532,594	544,490	564,110	\$ 563,218	-892
FAIRGROUNDS	438,702	324,746	240,030	248,457	\$ 250,280	1,823
RECREATION	866,284	865,130	833,513	896,921	\$ 885,720	-11,200
SNACK SHACK	118,909	144,114	130,497	148,893	\$ 149,275	382
ARTS COUNCIL	\$ 88,480	\$ 93,525	\$ 109,414	\$ 109,073	\$ 109,642	\$ 568
SPECIAL EVENTS	\$ 438,174	\$ 524,957	\$ 477,411	\$ 562,696	\$ 564,469	\$ 1,773
TOTAL EXPENDITURES	\$ 14,260,639	\$ 14,104,291	\$ 12,319,752	\$ 14,466,336	\$ 15,385,509	\$ 919,173

ENTERPRISE FUNDS EXPENDITURE	ACT FY08	ACT FY09	ACT FY10	FY2011 Rev 1	FY2011 Rev 2	DIFFER
WATER	\$ 3,917,202	\$ 3,868,254	\$ 2,045,501	\$ 3,855,173	\$ 4,477,835	\$ 622,662
SEWER COLLECTION	910,493	821,296	1,533,002	\$ 2,301,089	\$ 2,132,707	-\$ 168,382
WWT PLANT	1,286,615	957,118	2,095,832	\$ 1,387,878	\$ 1,390,607	\$ 2,729
ELECTRIC	17,431,588	15,763,359	17,015,597	\$ 17,128,786	\$ 18,162,103	\$ 1,033,317
GOLF COURSE MAINTENANCE	566,109	392,005	346,708	\$ 385,530	\$ 411,505	\$ 25,975
GOLF COURSE CLUBHOUSE	324,392	316,943	300,222	\$ 318,593	\$ 386,206	\$ 67,613
GOLF COURSE SNACK BAR	72,704	45,601	939			
SWIMMING POOL	374,106	384,104	338,475	\$ 346,984	\$ 347,583	\$ 600
SOLID WASTE COLLECTION	889,259	897,938	1,030,174	\$ 1,171,026	\$ 1,183,458	\$ 12,432
STORM DRAINAGE	513,348	378,647	531,727	\$ 2,452,096	\$ 2,664,537	\$ 212,441
IRRIGATION	2,745,619	2,992,111	2,832,106	\$ 2,682,430	\$ 3,021,017	\$ 338,587
GUN CLUB	248,166	155,439	197,890	\$ 209,460	\$ 209,935	\$ 476
BROADBAND	3,917,474	4,251,325	4,679,597	\$ 5,349,816	\$ 5,361,435	\$ 11,618
TOTAL EXPENDITURES	\$ 33,197,076	\$ 31,224,138	\$ 32,947,770	\$ 37,588,860	\$ 39,748,928	\$ 2,160,068

REVENUE						
WATER	\$ 3,917,202	\$ 3,868,254	\$ 2,045,501	\$ 3,855,172	\$ 4,477,835	\$ 622,663
SEWER COLLECTION	2,118,339	1,665,847	3,547,057	\$ 2,665,546	\$ 2,676,214	\$ 10,668
WWT PLANT	78,769	112,566	81,778	\$ 1,023,421	\$ 847,100	-\$ 176,321
ELECTRIC	17,431,589	15,763,359	17,015,598	\$ 17,128,785	\$ 18,162,103	\$ 1,033,317
GOLF COURSE CLUBHOUSE	890,502	708,948	646,929	\$ 704,123	\$ 797,711	\$ 93,588
GOLF COURSE SNACK BAR	72,704	45,601	940			
SWIMMING POOL	374,106	384,104	338,475	\$ 346,984	\$ 347,583	\$ 599
SOLID WASTE COLLECTION	889,259	897,938	1,030,174	\$ 1,171,026	\$ 1,183,458	\$ 12,432
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BROADBAND	3,917,474	4,251,325	4,679,598	\$ 5,349,816	\$ 5,361,434	\$ 11,618
TOTAL REVENUE	\$ 33,197,076	\$ 31,224,138	\$ 32,947,770	\$ 37,588,860	\$ 39,748,927	\$ 2,160,067

EXPENDITURES	\$ 33,197,076	\$ 31,224,138	\$ 32,947,770	\$ 37,588,860	\$ 39,748,928	\$ 2,160,068
REVENUE	\$ 33,197,076	\$ 31,224,138	\$ 32,947,770	\$ 37,588,860	\$ 39,748,927	\$ 2,160,067

BALANCE	\$ 0	\$ 0	\$ 0	\$ 0	-\$ 1	-\$ 1
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MISCELLANEOUS FUNDS						
SUMMARY SHEET	ACT FY08	ACT FY09	ACT FY10	FY2011 Rev 1	FY2011 Rev 2	DIFFER
EXPENDITURES						
B & C Road Fund	1,667,026	152,196	1,470,174	2,198,000	1,930,707	-267,293
Capital Project Funds	13,686,925	7,411,343	3,470,956	3,360,183	3,360,183	
Debt Service -Sales Tax Bond	947,747	1,710,034	1,760,648	1,759,849	1,759,849	
Debt Service -G.O. Bond						
Fire Retirement Fund	9,002	10,890	13,909	12,500	12,500	
Special Revenue Fund - Court						
TOTAL EXPENDITURES	\$ 16,310,700	\$ 9,284,463	\$ 6,715,687	\$ 7,330,532	\$ 7,063,239	-\$ 267,293

REVENUE						
B & C Road Fund	1,667,025	152,196	1,470,174	2,198,000	1,930,707	-267,293
Capital Project Funds	13,686,926	7,411,343	3,470,956	3,360,183	3,360,183	
Debt Service -Sales Tax Bond	\$ 947,747	\$ 1,710,034	\$ 1,760,648	\$ 1,759,849	\$ 1,759,849	
Debt Service -G.O. Bond						
Fire Retirement Fund	9,002	10,890	13,909	12,500	12,500	
Special Revenue Fund - Court						
TOTAL REVENUE	\$ 16,310,700	\$ 9,284,463	\$ 6,715,687	\$ 7,330,532	\$ 7,063,239	-\$ 267,293

BALANCE MISCELLANEOUS	0		0			
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TOTAL EXPENDITURES	63,768,415	54,612,892	51,983,209	59,385,728	62,197,676	\$ 2,811,948
TOTAL REVENUE	63,768,415	54,612,892	51,983,210	59,385,729	62,197,675	\$ 2,811,946

BALANCE	\$ 0	\$ 0	\$ 0	\$ 0	-\$ 1	-\$ 1
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Draft Minutes
Spanish Fork City Council Meeting
January 18, 2011

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; Chris Thompson, Public Works Director; Kent Clark City Recorder/Finance Director; Dee Rosenbaum, Public Safety Director; Shelley Hendrickson, Planning Secretary; Dave Oyler, City Manager.

Citizens Present: Rich Harris, Troy Baller, Brigham Baller, Shaun Hunt, PFC Matt Lengson, 1LT Mark Buffington, Jalee Cheatham, Mitchell Cheatham, Ryan Smith, Dallin Smith.

CALL TO ORDER, PLEDGE, RECOGNITION:

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

Councilman Scoubes led in the pledge of allegiance.

Community Covenants

Representatives from the Utah National Guard presented to the City Council framed Community Covenants and asked the Council to please display them. They thanked Utah Communities who were taking care of people in the Military.

PUBLIC COMMENTS

There was none.

COUNCIL COMMENTS:

Councilman Scoubes – No comment.

Councilman Dart invited all of the Senior Citizens to participate in the Valentine's Dance on February 14th.

Councilman Leifson reported that there was a fraudulent company requesting donations for the Spanish Fork City Fire Department.

Councilman Davis reported on the Youth Council, the Airport board and thanked City staff for all of their preparations regarding the City Council and City Staff retreat.

Councilman Nielson – No comment.

Mayor Andersen – No comment.

SPANISH FORK 101

Mr. Anderson explained that Spanish Fork 101 was a way to share with the City Council and citizens, what City staff does. He said that the topic he had chosen was the Annexation process. He explained that the annexation process was spelled out in the State Code and what made the annexation process different than real estate and land matters that the City Council deals with.

49 He further explained that there was very little in Spanish Fork City's ordinance that was not
50 dictated by the State Code and that there were five big parts to legally annexing property:
51 acceptance or denial, certification of the proposal, notices published, protest period, present the
52 annexation back to the City Council with a recommendation from staff. He explained the City's
53 annexation declaration policy.

54

55 **CONSENT ITEMS:**

- 56 a. Minutes of Spanish Fork City Council Meeting - December 21, 2010
- 57 b. ASCAP Music Contract
- 58 c. Resolution – Appointment of Chris Thompson to the SUVMWA Technical Committee and
59 alternate to the Board
- 60 d. Residential Anti-Displacement Plan and Certification

61

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

63 Councilman Dart **seconded** and the motion **passed** all in favor.

64

65 **NEW BUSINESS:**

66 **Community Covenants** – Discussed at the beginning of the meeting.

67

68 **Preliminary Plat – Skyline Business Park**

69 Mr. Anderson explained where the proposal was located within the City, that it was 14
70 lots, zoned light industrial and that the lots did meet our zoning requirements and were
71 designed to meet the City standards. He said that there were some concerns with the prospect
72 of any wetlands on the site but that City staff had made it clear to the applicant that it was there
73 responsibility to make sure that any work done on the property is done in accordance with the
74 Core of Engineers.

75

76 Councilman Dart asked about the Planning Commission's condition regarding FEMA. Mr.
77 Anderson said that the Chairman of the Planning Commission felt that the floodplain needed to
78 be addressed. He explained that the site was located in Zone C of FEMA's plan and that Zone
79 C was not a flood zone that FEMA had any prescribed development restrictions. He said that
80 he felt it was a non issue. He further explained that the City, today, could only provide services
81 to the lot along Main Street. He said a Final Plat could be approved a one lot subdivision so that
82 the applicant could construct an office building. Until the City completes some master plan
83 work on utilities that development could not take place on the rest of the property. He said that
84 the Engineering Department would be done in a matter of a month or two.

85

86 Councilman Scoubes asked about the private street adjacent to the proposal and what problems
87 the City foresees with the connection of a public street to a private street.

88

89 Mr. Anderson said that it was difficult to predict what the issues would be and discussion was
90 held regarding the land on the South and access. It was determined that the plat would need to
91 be re-configured so as not to land lock the parcels of land to the South.

92

93 Councilman Nielson **moved** to **approve** the Skyline Business Park Preliminary Plat subject to
94 the following conditions:

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96 **Conditions**

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1. That the applicant increases the storm water lines to 18 inches.
2. That the applicant meets the Engineering Department conditions.
3. That the applicant cannot proceed to record anymore than the single lot on Main Street until the master utility plans are complete on storm drain and sewer.
4. That the applicant address any wetland issues.
5. That the applicant meets the City's Construction and Development Standards.
6. That the applicant meets the Power Department conditions.
7. That the required trail easement be shown on the plat.
8. That the applicant provide some type of access to the South and West properties.

Councilman Davis **seconded** and the motion **passed** all in favor.

Proposed Lindberg Annexation of 144 acres located at approximately 800 West 3200 North.

Mr. Anderson explained that Spanish Fork City was the petitioner for this proposed annexation. He further explained that the property involved in the annexation was immediately West of the runway at the airport and would extend the existing City boundary. He said that four of the five property owners had signed the petition. He explained that from a land planning perspective that it was advisable to consider annexing these lands because they played a critical role in expanding the airport in the future and would help the City's ability to control land use in the area.

Discussion was held regarding the lengthening of the runway.

Councilman Davis explained that Federal funding had been obtained to expand the runway.

Councilman Scoubes asked what would happen with 800 West. Councilman Davis explained that 800 West would be closed.

Councilman Leifson **moved to accept** the Lindberg Annexation for further study. Councilman Scoubes **seconded** and the motion **passed** all in favor.

Airport Board Appointment

Mayor Anderson re-appointed Matt Taylor to the airport board.

Councilman Davis **moved to appoint** Matt Taylor to the Airport Board. Councilman Dart **seconded** and the motion **passed** all in favor.

ADJOURN:

Councilman Leifson made a **motion to adjourn**. Councilman Nielson **seconded** and the motion **passed** all in favor at 6:50 p.m.

ADOPTED:

Shelley Hendrickson, Planning Secretary

Draft Minutes
Spanish Fork City Council Work Session
January 14 & 15, 2011

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; Pam Jackson, Library Director; Dave Oyler, City Manager; Seth Perrins, Assistant City Manager; John Bowcut, Broadband Director; Kent Clark City Recorder/Finance Director; Dale Robinson, Parks & Recreation Director; Dee Rosenbaum, Public Safety Director; Chris Thompson, Public Works Director; Dave Anderson; Community Development Director; Chris Workman, Management Intern.

CALL TO ORDER, PLEDGE, RECOGNITION:

Mayor Andersen called the meeting to order at 10:00 a.m.

FINANCE UPDATE

Kent Clark reviewed the financial status of the City. Mr. Clark also reviewed the City's reserves, large capital projects, debt service and impact fees. Mr. Clark also reviewed the revenues generated and recorded through the General Fund. There was a discussion regarding Spanish Fork's current utility rates and property tax rates. These rates were compared to other cities in Utah County. It was noted that residents in Spanish Fork pay an overall lower bill for services to live in Spanish Fork.

HUMAN RESOURCES

Seth Perrins discussed the history, current status and future of the Health Insurance benefits at Spanish Fork City. Mr. Perrins also discussed the Utah Health Exchange and upcoming federal changes to health insurance

PUBLIC WORKS

Chris Thompson reviewed the current water outlook, storm drain issues, pressurized irrigation and culinary water projects, as well as sewer, electric, street and engineering projects.

Mr. Thompson outlined a major waterline reconstruction project on the Crab Creek Trunkline. Mr. Thompson outlined the projected electrical savings from the project and discussed the financing of the project. The Council said they were supportive of bonding for this project or using the reserves, whichever method is deemed the best.

Mr. Thompson outlined a trade work agreement with Salem. The council was comfortable with the trade work agreement as long as it is equitable for both cities.

Mr. Thompson reviewed the process the City followed when asked to assume several private streets in private subdivisions. Mr. Thompson referred to a recent request made to the City Council to take over a private street or driveway in a private subdivision. The Council directed

48 Mr. Thompson to explain our policy and practice one more time to the resident and tell her that
49 the Council's decision is not to take over that street.

50
51 Mr. Thompson explained UDOT's requests to close the left turn movement on 1000 North
52 westbound at 600 East. He explained why this would help prevent the problems we are currently
53 facing at 800 North and 800 East from occurring on 1000 North. Both the developer of the North
54 Park Area and the city engineering staff support closing the turning movement in return for an
55 additional access onto US6 at 700 East. The city council supported the direction to close this
56 turning movement in return for the additional access onto US 6.

57

58 PARKS & RECREATION

59

60 Dale Robinson gave an update of the Parks and Recreation Department. Mr. Robinson discussed
61 parks and trails projects as well as a review of some his divisions.

62

63 Mr. Robinson discussed a trail grant the City received from the State to complete the Canyon
64 View Park Connector Trail. The Council asked Mr. Robinson and Mr. Thompson to approach the
65 State about transferring the funds from this grant to assist with the completion of the River Trail
66 to Main Street.

67

68 Mr. Robinson outlined changes proposed by UDOT to the Main Street off-ramp. Mr. Robinson
69 explained his desire to dress up the interchange even more than their plans call for. The Council
70 supports this effort and asked how much it would cost and where the money would come from.
71 The Mayor believes that there may be some money available from the UDOT project. The Mayor
72 and Council said they would inquire about this funding.

73

74 Mr. Robinson discussed two golf course issues. The first is the need to raise the nets at the
75 driving range. The current nets have reached the end of their useful life and as they are replaced,
76 Mr. Robinson proposes to install taller poles that will raise the net by more than 20 feet. The
77 Council supports this decision.

78

79 Mr. Robinson also reviewed a proposal to install GPS range finders on each cart. This can be
80 done with minimal expense by trading rounds of golf with the company that provides the GPS
81 units. The Council supports this trade and asked Mr. Robinson to place some restrictions on the
82 passes so that they are not used during our prime golf hours.

83

84 Mr. Robinson also reported that the golf course would like to eliminate the Non-resident rate and
85 charge all players the same rate of \$11.00. The research shows that no other golf course
86 currently has a resident rate different from their non-resident rate. The Council supports this
87 decision.

88

89 SPANISH FORK COMMUNITY NETWORK

90

91 John Bowcut reviewed the SFCN operation. He discussed Channel 17, Voice-over IP, high speed
92 internet and cable TV.

93

94 Mr. Bowcut informed the council that he may need to begin charging a new fee to some internet
95 customers. Mr. Bowcut explained that some customers will call in and the NOC employees will

96 not be able to help them solve their problem. However the diagnostic tests they run suggest that
97 the problem is occurring on the customer's side of the system. In these circumstances, the NOC
98 employees ask if the problem can wait until the next day. If the customer says it cannot, SFCN
99 will send out a technician to help the customer restore internet service to their home. The most
100 common outcome is that the problem is in fact occurring on the homeowner's side of the system.
101 John would like to warn the customer in these circumstances that if the problem is occurring on
102 their side of the system, they will be charged a one-time, \$25 service fee that will be added to
103 their monthly utility bill.

104
105 The Council fully supported this concept to offset the costs associated with this type of service
106 call.

107
108 The Council Adjourned for the evening

109
110 **CALL TO ORDER**

111
112 Mayor Andersen called this session of the work session to order at 8:30 am.

113
114 **LIBRARY**

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116 Pam Jackson started her presentation by viewing a few videos on YouTube regarding library use.
117 Ms. Jackson also discussed the various library programs and some of the new offerings at the
118 Library. She also discussed a number challenges the library faces due to its popularity and use.

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120 **LEGAL**

121
122 Junior Baker discussed three newspaper articles and the respective issues' impacts on Spanish
123 Fork City. Mr. Baker discussed an issue Springville City faced over 10 years ago when the City
124 did not follow its own ordinances. Mr. Baker also discussed a recent conflict of interest case in
125 Salt Lake County. Mr. Baker reviewed some current Code Enforcement issues the city is dealing
126 with. A discussion followed about how strictly to enforce the City Code.

127
128 **PUBLIC SAFETY**

129
130 Dee Rosenbaum began his presentation discussing code enforcement issues. He also reviewed
131 the number of calls received by the department for the year 2010, traffic school, false alarms,
132 and the youth court program.

133
134 Mr. Rosenbaum, along with Dave Anderson and Junior Baker asked the Council for direction with
135 regards to a signage problem in the City. The Council directed Dave Anderson to send a letter to
136 all the home builders in the community educating them on the sign ordinance and instructing
137 them to comply with the ordinance. In this letter, Mr. Anderson should give them a specified time
138 to comply and then begin the citation process for those that fail to comply.

139
140 The Council also instructed staff to send letters to businesses on Main Street educating them on
141 the City's sign ordinance as well. The letter should inform businesses that they also have 30
142 days to comply with the sign ordinance. The council anticipates hearing some concerns on the

143 issue and welcomes the discussion from business owners. Staff should also coordinate this effort
144 with the Chamber of Commerce.

145

146 Mr. Rosenbaum discussed some specific accomplishments and challenges the department has
147 faced as they are implementing the new false alarm ordinance. First Mr. Rosenbaum showed
148 that the new ordinance has decreased the number of alarm calls the City has received. Mr.
149 Rosenbaum explained that there has been a total of over \$3,000 billed out to owners of faulty
150 alarms. Some of these owners have paid their bills and others have not. While the City
151 continues to try to collect on these bills, staff has found some owners to be very non-responsive.
152 Mr. Rosenbaum asked the Council to consider amending the current ordinance as outlined in his
153 presentation.

154

155 The Council was supportive of the outlined changes and directed Mr. Rosenbaum to place the
156 changes on a future City Council agenda for formal consideration. The Council also wanted to
157 consider an alternative that outstanding balances for false alarm bills must be paid before a City
158 business license will be renewed.

159

160 Mr. Rosenbaum discussed the Youth Court program. He presented the Council to the concept of
161 assessing a \$20 fee to have a youth appear before the Youth Court. Council agreed and asked
162 for the fee to be included in the next budget revision.

163

164 The Council also discussed the new Dispatch Special Service District. Services and costs were
165 discussed.

166

167 COMMUNITY DEVELOPMENT

168

169 Dave Anderson discussed general development in the community as well as business licenses
170 and economic development activity. Dave presented information from the Planning
171 Commission's recent work on the City's general plan.

172

173 Mr. Anderson discussed economic development matters and the discussion centered on the
174 effectiveness of our current efforts and partners. The Council instructed Mr. Anderson to meet
175 with the County officials to discuss focusing County funds back into some Utah County entity as
176 they had done in years past.

177

178 Mr. Anderson also discussed a few changes to the business license ordinance. The Council
179 instructed Mr. Anderson to bring any suggestions to the Council for formal consideration.

180

181 **ADJOURN:**

182 The work session adjourned at 2:45 pm.

183

184 **ADOPTED:**

185

186

Angie or Seth or Kent??



MAP AMENDMENT

REPORT TO THE CITY COUNCIL SCOPE OF WORK, LETTER OF UNDERSTANDING, NPS CONVERSION

Agenda Date: February 1, 2011

Staff Contacts: Dave Anderson, Community Development Director

Reviewed By: Dave Anderson, Community Development Director; Dale Robinson, Parks and Recreation Director; Junior Baker, City Attorney; Dave Oyler, City Manager

Request: It is proposed that the City Council approve the attached agreement for work to be performed by Remedy, Inc.

Background Discussion

City staff has been working to initiate the process of converting the park status that currently encumbers the 40-plus acres of land that the City owns at the mouth of Spanish Fork Canyon. It is anticipated that the park status would be converted to other sites in the City.

The National Parks Service requires certain environmental studies to be performed in order to clear sites for this conversion. The work that Remedy, Inc. would perform, per the proposed agreement, is integral to satisfying the National Park Service requirements.

In addition to this work, appraisals will need to be obtained for the prospective park sites. I recommend that the City not authorize work on the appraisals until the prospective sites receive at least preliminary clearance on their environmental status. It is therefore anticipated that a contract for appraisal services will be presented to the Council at a future date.

Budgetary Impact

The proposed cost of this work is \$11,000.00. I understand that Mr. Robinson is preparing a budgetary amendment to address the need to pay for this work.

Recommendation

1. Staff recommends that the proposed Letter of Understanding be approved.

January 21, 2011

Mr. Dave Anderson
Community Development Director
Spanish Fork City
40 South Main Street
Spanish Fork City, Utah 84660



590 N. State St. Suite E
Orem, Utah 84057
Phone: (801) 221-0871
Fax: (801) 765-0025
hess.remedy@gmail.com

RE: Letter of Understanding
Remedy Job No. 11.01.59

National Park Service Land Conversion 6(f)
page 1 of 2

We are pleased to provide this Letter of Understanding (“Agreement”) to assist Spanish Fork City with a National Park Service (NPS) land conversion of an approximate 33 acre parcel near the mouth of Spanish Fork Canyon (“Conversion Property”). It is our understanding that the conversion property will be replaced with two (2) separate parcels including the east agricultural parcel near the northeast area of Spanish Fork; and the west river front parcel in the southwest area of Spanish Fork (“replacement properties”).

In order to fulfill the requirements for an NPS 6(f)3 land conversion, a National Environmental Policy Act (NEPA) Environmental Assessment (EA) must be prepared according to Land and Water Conservation Fund (LWCF) guidelines for the conversion property, as well as each of the replacement properties for a total of three (3) assessments for this scope of work.

Previous Work

A Phase I Real Estate Environmental Assessment was completed for the conversion property near the mouth of Spanish Fork Canyon. As of the date of this letter, we are not aware of any studies of the replacement properties. Whereas we presented four (4) options in the January 7, 2011 proposal, Option 2 was chosen, and is summarized as follows:

OPTION 2: Proposal Description/Environmental Screening Forms -Three (3) Properties
NEPA Environmental Assessments for Three Properties (one report)
Soil Sampling for 8 RCRA Hazardous Metals at West River Front Property

In Option 2, no ASTM standard Phase I Real Estate Transaction Assessments would be performed on the replacement properties. We would incorporate the existing Phase I on the conversion property into the *History of Contamination* section of EA report by reference. Soil sampling would be performed at the west River Front Property. According to the LWCF guidelines, a single EA report will be prepared which will incorporate data from all three properties. To summarize, this option provides for limited to moderate long term risk management.

• Conversion Property; EA and PD/ESF Form	\$2500.00
• East Agricultural Replacement Property; EA and PD/ESF Form	\$2300.00
• W. River Front Replacement Property; EA and PD/ESF From	\$3500.00
• Collect seven (7) soil samples from the west River Front property and analyze for the 8 RCRA metals. Four (4) samples would be collected the west boundary; and three (3) more samples would be collected from the east half of the Property.	<u>\$2700.00</u>
Subtotal	\$11,000.00

OPTION 2 ESTIMATE NOT TO EXCEED **\$9000.00 TO \$13,000.00**

Assumptions and Exclusions

1. It is assumed this project is non-controversial and remains so throughout the assessment process.
2. Public involvement and scoping group participation may be required at some stage of the process. Costs do not include presentation preparation, expert witness work etc...which may arise if the project becomes controversial.
3. NEPA Environmental Impact Study (EIS) not included in cost analysis.
4. Physical, invasive archaeological survey costs not included in the cost analysis.
5. No mitigation or remediation included.
6. No ground water sampling included in cost analysis at west River front property.
7. Cost analysis does include soil analysis for the RCRA 8 metals; however, no other analyses are included.
8. Standard turn-around times requested at the laboratory.
9. No mitigation or long term studies of NEPA issues including 404 USACE wetland permitting or long term endangered species studies as examples.
10. Some regulatory involvement is anticipated, however, excessive regulatory demands are not considered in this scope of work.
11. Additional costs will not be incurred without prior authorization.

Work Plan Summary

Our approach would be to perform the soil sampling at the river front property first and then assess sample data results from the laboratory prior to commencing with the LWCF conversion process as sampling results could trigger a re-evaluation of replacement properties. Under this option, Phase I Real Estate Assessments of the replacement properties would not be performed. Only the requisite NEPA Environmental Assessments would be performed.

A 30-day public review and comment period of available EA documents may be required and could cause some delays in the process; however, it is our understanding that February 2, 2011 is the earliest start date for which the City can issue the final authorization to proceed.

Thank you for the opportunity to work with the City on this project. We look forward to working with you.

Sincerely,



Lance Hess, M.S., P.G., Cert UT Consultant, Cert GWSS
Chief Hydrogeologist

Signed
(Authorized Representative for Spanish Fork City)

Date



Memo

To: Mayor & City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: January 25, 2011
Re: 800 North CDBG Grant, Change Order #3 Ratification

Staff Report

On the 800 North CDBG Utilities replacement project we have found three (3) water laterals that need to be replaced at a larger size than specified in the plans. The service laterals serve 3 businesses on 800 N. and are required for the project. The change order includes a deduction for the laterals called out in the plans that will not be needed. These larger laterals will need to be open cut through 800 North which is an old concrete road overlaid with asphalt pavement.

We recommend that \$4,907.29 change order approval be ratified. The cost of this change order shall be paid for out of the Water Replacement Capital funds budget and will not require an increase in the budget.

Attached: Change Order #3



Spanish Fork City

Contract Change Order

Change Order Number: **3**

Contract for	800 North Main Street to 600 East Sewer & Waterline Replacement Project - 2010	Date	1/25/2011
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
Carl's JR 2" water lateral new setter and relocation (requires open trench)		\$2,850.10
Image Works replacement of 1 1/2" lateral to existing setter		\$1,330.80
Buellier Dental building replacement of 1 1/2" lateral to existing setter		\$1,330.80
Elimination of three (3) - 1" Services	\$604.41	
TOTALS :	\$604.41	\$5,511.70
NET CHANGE IN CONTRACT PRICE :		\$4,907.29

JUSTIFICATION: Replacing existing laterals with same size as current laterals

The amount of the contract will be increased by the sum of : Four Thousand Nine Hundred Seven Dollars and 29/100.
Dollars \$4,907.29

The contract total including this and previous change orders will be : Five Hundred Twenty-Five Thousand Seven Hundred Thirty
Dollars and 15/100. Dollars \$525,730.15

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: _____

Trapper Burdick

From: Brett Gines [bgines@harpercontracting.com]
Sent: Monday, January 24, 2011 2:21 PM
To: tburdick@spanishfork.org; Isaluone@spanishfork.org
Subject: Water connections

In regards to the water connections we discussed today, "Carl's" 2" line, 36' with all connections and a new 2" check flow setter \$2850.10, "Image" 1^{1/2}" line, 10' line with all connections to existing setter \$1330.80, "Dentist" 1^{1/2}" line, 10' with all connections to existing setter \$1330.80.
If you have any questions call please me.

Thanks,

Brett Gines
Kilgore LLC
(801) 250-0132
(801) 301-4869



SPANISH FORK CITY

800 North--Main St. to 600 East

Bid Tabulation

NO.	ITEM	QTY	UNIT	Harper Const		RAM		Spade Excavation		Terry R. Brotherson		WESODI		Johnston & Phillips		Average
				UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE						
1	48" Sanitary Sewer Manhole	8	EA	\$2,868.57	\$4,000.00	\$4,000.00	\$3,000.00	\$4,200.00	\$6,260.00	\$11,518.00	\$5,307.76					
2	8" Sanitary Sewer Main w/ Trench Patch	2775	LF	\$89.05	\$97.00	\$117.00	\$99.69	\$75.45	\$99.00	\$96.20						
3	Sewer Lateral Reconnect	23	EA	\$1,835.25	\$1,990.00	\$1,800.00	\$4,093.75	\$3,195.00	\$5,662.00	\$3,096.00						
4	8" C-900 Culinary Waterline w/ Trench Patch	1820	LF	\$61.60	\$51.00	\$57.00	\$61.69	\$78.00	\$51.00	\$60.05						
5	Fire Hydrant Assembly	5	EA	\$3,611.61	\$4,150.00	\$5,700.00	\$5,601.25	\$3,829.00	\$4,755.00	\$4,607.81						
6	Remove and Abandon Fire Hydrant	4	EA	\$615.25	\$500.00	\$550.00	\$1,000.00	\$1,640.00	\$1,035.00	\$890.04						
7	1" Water Service	29	EA	\$201.47	\$1,750.00	\$1,650.00	\$2,062.50	\$3,521.80	\$2,530.00	\$1,952.63						
8	Connect Existing Water Service to New Waterline	29	EA	\$614.73	\$850.00	\$600.00	\$2,531.25	\$1,066.50	\$1,165.00	\$1,137.91						
9	8" Gate Valve	10	EA	\$1,398.62	\$1,975.00	\$1,650.00	\$1,775.00	\$4,844.00	\$2,250.00	\$2,315.44						
10	Concrete Saw Cutting	2800	LF	\$3.38	\$5.60	\$1.75	\$2.00	\$12.90	\$8.00	\$5.61						
TOTAL:				\$ 492,024.11	\$ 573,345.00	\$ 611,165.00	\$ 705,246.80	\$ 718,224.45	\$ 769,885.00							

**CONSULTANT AGREEMENT
BETWEEN TISCHLERBISE, INC. AND
SPANISH FORK CITY, UTAH**

THIS AGREEMENT, entered into this ____ day of _____, 2011, by and between Spanish Fork City, Utah hereinafter called the "City", and TischlerBise, Inc., hereinafter called the "Consultant".

WHEREAS the City is in need of certain services; and

WHEREAS the Consultant has expertise in impact fee preparation and related activities.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. The Consultant shall provide those services to the City as more particularly identified in the attached Exhibit "A".
2. In performing the services identified in the attached Exhibit "A", the Consultant shall perform all steps necessary to the full and effective performance of the tasks specifically referenced in Exhibit "A".
3. Consultant shall provide sufficient qualified personnel to perform all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.
4. The Consultant shall base the analysis on data and information available at the time of the study.
5. The contract is for Phase I outlined in Exhibit "B", totaling _____. The City will have the option of completing Phase II at a later date.
6. (A) The term of this agreement shall be from the date of execution of the Agreement, and shall terminate upon the completion of the appropriate tasks specified in Exhibit "A".
(B) Notwithstanding the foregoing, this Agreement may be terminated by the City upon ten (10) days written notice, with or without cause. If this Agreement is terminated, the Consultant shall be paid for services performed to the date of Consultant's receipt of such termination notice.
7. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage and certified mail, at the following address:
City: Kent R. Clark, Spanish Fork City, 40 South Main Street, Spanish Fork, UT 84660. Telephone number (801) 804-4520. Facsimile number (801)804-4510.
Consultant: L. Carson Bise, TischlerBise, Inc., 4701 Sangamore Road, Suite S240, Bethesda, MD 20816. Telephone number (800) 424-4318. Facsimile number (301) 320-4860.
8. This Agreement is non-assignable by the Consultant and its subcontractors.
9. The City shall pay to Consultant the amounts indicated in Exhibit "B" for those appropriate tasks identified in Exhibit "A". Invoices will be issued by the Consultant to the City on a percentage completion basis. Payment will be made by the City within 30 days of receipt of invoice.
10. This Agreement shall be construed under the laws of Utah.
11. This Agreement and Exhibits "A" and "B" represent the entire and integrated Agreement between the City and the Consultant and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Consultant. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

12. In the event any provision of the Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, conditions, or covenant shall not be construed by the other party as a subsequent breach of the same by the other party.
13. The Consultant hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits caused by the Consultant's breach of contract or the negligent performance by Consultant (or by any person acting for the Consultant or for whom the Consultant is responsible).
14. The Consultant shall secure and maintain during the life of this Agreement, insurance coverage which shall include comprehensive general and automobile liability in the amount of at least \$1,000,000.00 coverage with an insurer acceptable to the City. Consultant shall also maintain errors and omissions insurance in the amount of at least \$250,000.00 for the duration of the contract and a period of two years after completion of the contract. Consultant shall provide the City with proof of such insurance in a form acceptable to the City upon request.
15. No oral orders, objections, claims, or notices by any party to the other shall affect or modify any of the terms or obligations contained in the Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.
16. This Agreement is to be governed by the laws of the City, Spanish Fork City. The venue for any litigation resulting out of this Agreement shall be in Spanish Fork City, Utah.

IN WITNESS WHEREOF, the parties have caused the Agreement to be signed by their duly authorized representative as of the ____ day of _____, 2011.

CITY: SPANISH FORK CITY, UTAH

G. WAYNE ANDERSEN, Mayor

ATTEST:

KENT R. CLARK, City Recorder

CONSULTANT:

L. Carson Bise, II – President
TischlerBise, Inc.

EXHIBIT A

The task below is intended to satisfy all legal requirements governing development impact fees, including provisions of the U.S. Constitution and the Utah Impact Fee Act (UCA 11-36 101 et seq.) In general, the scope involves the following main tasks:

Task1: Project Initiation / Data Acquisition, Compilation and Review

Objective: Develop a complete understanding of the City's land use planning issues, capital facilities plans, as well as identify policy issues related to the development and implementation of impact fees within the City.

Description: During this task, we will meet with City staff to establish lines of communication, review and discuss project goals and City policies related to the project, review the project schedule, and revise if necessary, and to request data and documentation related to the project. The purpose of this initial discussion is outlined below:

- Review and refine work plan and schedule, if appropriate
- Assess information needs and required staff support
- Conduct initial interviews with key staff members
- Become familiar with the City's infrastructure needs
- Discuss overall capital facility financing issues
- Identify and collect data and documents relevant to the analysis
- Discuss the possible number and location of service areas to be used in the study (e.g. areas of benefit for road improvements)
- Become familiar with the City's economic development goals
- Identify any major relevant policy issues

Policy Discussion. We will meet with appropriate staff from the various Spanish Fork departments for the various impact fee categories. The interviews will focus on determining existing facility inventories and capacities, current levels of service, future capital facility needs/plans, geographic sub-areas, financing, and other items relevant to meeting the requirements of impact fees.

Data Request. A typical data request will include current demographic data, adopted General Plan, adopted Capital Improvement Plans, development projections and other relevant planning documents. We will provide a comprehensive and detailed data request memorandum to the City prior to the initial meeting.

Meetings: One (1) meeting with various members of City staff to initiate project.

Deliverables: 1) Data request memorandum (prepared in advance of meeting).
2) Revised project schedule, if necessary.

Task 2: Compile Recommended Land Use Data and Growth Forecasts

Objective: Review and understand and the current demographics of the City as it related(s) to the growth and development/redevelopment. Determine the likely development

future for the City in terms on new population, housing units, employment and nonresidential building area. This includes potential annexations.

Description: In this task TischlerBise will meet with City staff to discuss current demographic data as well as discuss any available annual projections of population, employment, housing units, commercial, industrial and other nonresidential square footage data needed to assess the demand generated by new development/redevelopment for capital facilities. These projections may come from the City's General Plan and a review of approved, planned or anticipated development projects, depending on the outcome of our onsite discussions.

Meetings: One (1) meeting with City staff that will take place as part of Task 1.

Deliverables: We will prepare a memorandum discussing the recommended land use factors and projections

Task 3: Determine Capital Facility Needs and Service Levels

Objective: Determine growth-related capital facility needs by infrastructure category and determine appropriate level of service standards.

Description: This task as well as tasks 4-6 may vary somewhat depending on the methodology applied to a particular impact fee category. The impact fee analysis for each facility type would be presented in a separate chapter in the impact fee report.

Identify Facilities/Costs Eligible for Impact Fee Funding. As an essential part of the nexus analysis, TischlerBise will evaluate the impact of development/redevelopment on the need for additional facilities, by type, and identify costs eligible for impact fee funding. Elements of that analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs by type.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.

Identify Appropriate Level of Service Standards. We will review needs analyses and level-of-service levels for each facility type. Activities related to this task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted levels of service, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.

- Identify actual existing service levels for each facility type. This is typically expressed in the number of demand units served.
- Define service standards to be used in the impact fee analysis.
- Determine appropriate geographic service areas for each fee category.

Meetings: One (1) meeting with City staff and project team to discuss capital facility needs and levels of service.

Deliverables: See Task 6.

Task 4: Evaluate Different Allocation Methodologies

Objective: Determine the methodology most appropriate for each impact fee category. It is imperative that the methodology take into account the City’s funding needs as well as land use and other policy objectives.

Description: As noted previously, the three basic methodologies that can be applied in the calculation of the development impact fees are the plan-based, incremental expansion, and cost-recovery approaches. Selection of the particular methodology for each component of the impact fee category will depend on which is most beneficial for Spanish Fork. In a number of cases, we will prepare the impact fees for a particular infrastructure category using several methodologies and will discuss the trade-offs with the City. This allows us utilization of a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for a new facility building while an incremental approach may be appropriate for support vehicles and equipment. By testing all possible methodologies, the client is assured that the maximum supportable impact fee will be developed. Policy discussions will then be held at the stall level regarding the trade-offs associated with each allocation method prior to proceeding to the next task.

Meetings: One (1) meeting to discuss methodological findings.

Deliverables: See Task 6.

Task 5: Determine the Need for Credits

Objective: Alleviate the possibility of double payment by new development by evaluating the need to include a revenue credit within the impact fee methodology.

Description: A consideration of “credits” is integral to the development of a legally valid impact fee methodology. There is considerable confusion among those who are not immersed in impact fee law about the definition of a credit and why it may be required.

There are, in fact, two types of “credits” each with specific, distinct characteristics, but both will be included in the development of impact fees. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility

covered by an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the impact fee analysis.

Meetings: None

Deliverables: See Task 6.

Task 6: Prepare Impact Fee Report, Presentations

Objective: To document and present the methodology, supporting documentation, cost factors to facilitate impact fee implementation.

Description: TischlerBise will prepare a draft report that summarizes the need for impact fees for each public facility category, reflects the relevant methodologies employed, and documents all assumptions and cost factors. Upon completion of the analysis and calculation of impact fees, a draft of the entire study report, incorporating any previous staff comments, will be submitted for review by Spanish Fork staff.

The report will include the following components:

- Executive summary including summary of proposed impact fees.
- A chapter discussing legal framework and impact fee methodology.
- A chapter presenting data on existing and planned development in the study area as well as demand indicators (e.g. population, vehicle trips, equivalent dwelling units, etc.) for each type of facility.
- A chapter for each fee category addressing level of service standards, eligible costs required, cost allocation (growth versus existing residents), fee calculations, recommended fee schedules, listing of capital facilities funded by impact fees, and projected revenue.
- A certification, as required by UCA 11-36-201(6), that the analysis complies with the Utah Impact Fees Act.

In addition to the above components, the report will also contain a separate chapter on implantation. Topics will include:

- Updating and indexing of fees.
- Accounting and reporting procedures.
- Provision of credits for facilities constructed by developers.

Because of TischlerBise's extensive experience in calculating impact fees and preparing such reports, we have developed a succinct written product that leaves a well-understood paper trail. Following completion of the first draft, one round of additional changes will be incorporated to produce a final report. This proposal assumes that only minor changes will be required following completion of the first draft.

Presentations. We will meet with City Council and staff to present the impact fee study findings and results. The reports and presentations will be distributed at least ten (10) days in advance of meetings.

Meetings: One (1) meeting with the City Council to present results.

Deliverables: 1) Draft and final reports and presentation materials for meetings.

-Deliverables-

<i>Task</i>	<i>Deliverable</i>
Task 1. Project Initiation / Data Acquisition, Compilation and Review	1) Data request memorandum (prepared in advance of meeting) 2) 2) Revised project schedule, if necessary
Task 2: Compile Recommended Land Use Data and Growth Forecasts	We will prepare a memorandum discussing the recommended land use factors and projections
Task 3: Determine Capital Facility Needs and Service Levels	See Task 6
Task 4: Evaluate Different Allocation Methodologies	See Task 6
Task 5: Determine the Need for Credits	See Task 6
Task 6: Prepare Impact Fee Report, Presentations	1) Draft and final reports and presentation materials for meetings

-Schedule-

Both studies can be completed within a three-month period. This assumes prompt responses at critical decision points as well as review of drafts.



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: January 24, 2011
Re: I-15 ICORE Waterline Relocation Supplemental Agreement

Staff Report

This supplemental agreement is to make a slight modification to the approved plans to relocate our existing water main under I-15. UDOT will be using C-900 PVC pipe instead of polyethylene pipe in the installation. C-900 PVC pipe is preferred by the City because of the pipe is easier to repair and non-corrosive. The other was specified by UDOT as per their own specifications but they have conceded to ours.



SUPPLEMENTAL AGREEMENT
PROJECT NO. MP-I15-6(178)245; UTAH COUNTY
I-15; UTAH COUNTY CORRIDOR EXPANSION PROJECT
CHARGE ID NO. 70963 PIN NO. 7037

Supplemental Agreement Number 7004

THIS SUPPLEMENTAL AGREEMENT made and entered into this _____ day of _____, 2011, by and between the UTAH DEPARTMENT OF TRANSPORTATION ("UDOT") and SPANISH FORK CITY, a Municipal Corporation in the State of Utah ("City").

The parties hereto entered into a Master Utility Agreement dated November 13, 2009 UDOT Finance No. 108402. All the terms of said Master Utility Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto agree as follows:

1. Design-Builder will perform the following described work in accordance with the terms and conditions of the Master Utility Agreement.

Location of work:

Design-Builder Design Package: Z-U54 – Location is along Williams Lane, crossing under I-15 in Spanish Fork City. I-15 CORE MAINLINE station 984+00.

Description of work to be performed, including proposed location:

Design-Builder Design Package: Z-U54 Spanish Fork City water line at Williams Lane

Lane

Work involves:

- Relocating the 12-inch PVC water line,
- Placing Megalugs, and
- Placing thrust blocks.

See Exhibit A-1, A-2, and A-3 for the design plans.

Anticipated duration of work:

Schedule is attached and marked Exhibit B.

Estimated total cost of work:

Detailed estimates are not attached; all associated utility work for this supplemental is out of the Design Builder's lump sum contract.

Betterments included:

None.

TOTAL COST OF SUPPLEMENTAL AGREEMENT NO. 7004 – Inc'd

TOTAL COST OF UDOT PARTICIPATION – Inc'd

TOTAL COST OF CITY PARTICIPATION - \$0.00

UDOT's contact person for the I-15 CORE Project is Merrell Jolley, UDOT Project Engineering Director ("UDOT Project Representative"), located at, 2912 West Executive Parkway #125 Lehi, Utah 84043, telephone number (801) 341-6405, or his representative as assigned.

2. Design-Builder shall coordinate with City and UDOT and give notification at least 2 business days in advance of beginning work covered herein or in accordance with the specific terms of the Master Utility Agreement.
3. Sign and return four (4) copies of this Supplemental Agreement to the UDOT I-15 CORE Project Office to the attention of the UDOT Engineering Director for execution.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

Attest:

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

Title: _____
Date: _____

Title: _____
Date: _____

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

Title: Engineering Director
Date: _____

Title: Project Director
Date: _____

APPROVED AS TO FORM:
The Utah State Attorney General's Office has
previously approved all paragraphs in this
Agreement as to form.

By: _____
UDOT Comptroller Office
Contract Administrator

Date: _____

DESIGN BUILDER

Title: _____
Date: _____

Table of Exhibits

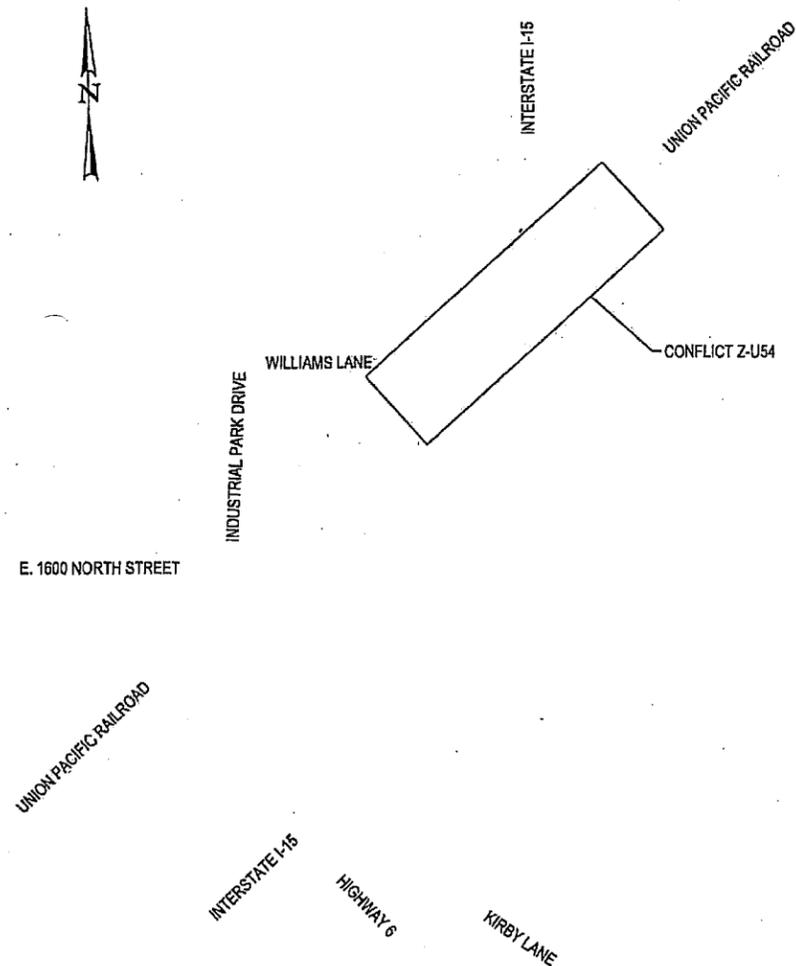
Exhibit A-1	Design-Builder Design Plans
Exhibit A-2	Design-Builder Utility Relocation Plans
Exhibit A-3	Design-Builder Traffic Control Plans
Exhibit B	Design-Builder Schedule

SPANISH FORK CITY RELOCATION DESIGN: 12" WATER LINE AT WILLIAMS LANE DESIGN PACKAGE Z-U54 RELEASE FOR CONSTRUCTION

SPANISH FORK CITY, UTAH

ISSUE DATE: 08-02-2010

SPANISH FORK CITY
VICINITY MAP



SHEET INDEX	
SHEET NO.	DRAWINGS
1	COVER SHEET
2	SUMMARY AND NOTES
3	12" WATER LINE PLAN VIEW: CONFLICT NO. Z-28
4	12" WATER LINE PROFILE VIEW: CONFLICT NO. Z-28
5	DETAILS



EXHIBIT A-1

SPANISH FORK CITY
RELEASE FOR CONSTRUCTION
8/4/10
AGENT SIGNATURE DATE

REVISIONS

DATE OF REVISION

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© 2010

PROJECT: MATT HIRST, PE
PROJECT MANAGER: JARED ANDERSEN, PE
DESIGNED BY: STEVE JACKSON, PE
DRAWN BY: KLH
CHECKED BY: AS NOTED
DATE: 08-02-2010

PROVO RIVER CONSTRUCTORS
LEHI OFFICE:
2912 WEST EXECUTIVE PKWY,
SECOND FLOOR
LEHI, UTAH 84043

SPANISH FORK CITY RELOCATION DESIGN: 12" WATER LINE AT WILLIAMS LANE
DESIGN PACKAGE Z-U54
COVER SHEET
SPANISH FORK CITY UTAH

PROJECT NUMBER
10001C: 30
SHEET 1 OF 5
DATE PLOTTED
1
RFC SET

1. General.
- A. **Specifications.** These specifications cover the installation of culinary water lines.
- B. **Pipe.** Polyvinyl chloride (PVC) pipe shall be used for all culinary water mains unless authorized by the City Engineer or his/her designee.
- C. **Size.** The City must approve the sizes of all proposed culinary water lines. The minimum size of culinary water pipe is 8 inch diameter for main lines and 1 inch diameter for services.
- D. **Location.** Culinary water mains shall be located on either the north or east sides of a street 10 feet from the centerline. See standard drawings for utility locations.
- E. **Unusual Piping and Plumbing.** Special and unusual piping and plumbing for equipment or structures are treated as separate items and are not included in these standards.

2. Installation.
- A. **General.** Culinary water distribution and transmission systems shall be installed according to the requirements and specifications of APWA 02510. PVC pipe shall also be installed according to the requirements and specifications of AWWA C605.
- B. **Pipe Cleanliness.** All foreign matter or dirt shall be removed from the inside of the pipe before it is placed and it shall be kept clean during and after laying. No debris, tools, or other materials shall be placed in the pipe during laying operations. When laying of pipe is not in progress, the pipe shall be closed by a water-tight plug.
- C. **Identification Tape.** All culinary water mains shall be installed with identification tape that meets the requirements and specifications of APWA 02320. Tape shall be buried 12 inches below grade.
- D. **Lateral Displacement.** All pipes shall be protected from lateral displacement resulting from impact or unbalanced loading during backfilling operations.
- E. **Restraining.** Either thrust blocks or mechanical restraining devices shall be used for all tees, valves, plugs, caps and bends. Restraining shall be accomplished according to the standard drawings.
- F. **Connections to Existing Culinary Water Lines.** The Contractor will be responsible to verify actual size, type of material and location of existing utilities in the field. The fittings and materials required for construction must be approved by the City Engineer or his/her designee. Where fitting sizes, such as tees and crosses, are shown on the plans, those sizes will be used. However, no attempt has been made to show all needed fittings or materials.

3. Pipe and Fittings.
- A. **General.** Polyvinyl Chloride (PVC) pipe shall be used for all culinary water mains 12 inches in diameter and smaller unless otherwise authorized by the City Engineer or his/her designee. Ductile iron or polyethylene pipe shall be used for culinary water mains larger than 12 inches in diameter. Only PVC or polyethylene pipe may be used in corrosive soils.
- B. **Polyvinyl Chloride Pipe (PVC).** PVC pipe shall meet the standards and specifications of APWA 15014, AWWA C900 and C905. Only blue or white, pressure class 150 psi PVC pipe may be used for culinary water mains.
- C. **Ductile Iron Pipe.** Ductile iron pipe shall meet the standards and specifications of APWA 15011. Only a pressure class of 150 psi or larger may be used. A tubular black polyethylene encasement must be installed according to AWWA C105 over all ductile iron pipe and fittings. Flanges, when required, shall meet the requirements and specifications of AWWA C115.
- D. **Polyethylene Pipe.** Polyethylene pipe shall meet the standards and specifications of APWA 15013.
- E. **Steel Pipe - Lined and Coated.** Steel pipe shall meet the standards and specifications of APWA 15010.
- F. **Fittings.** Use Ductile Iron fittings that conform to the provisions of ANSI/AWWA C110/A21.10 or C153/A21.53 unless otherwise recommended by the manufacturer and authorized by the City Engineer or his/her designee. All PVC pipe being inserted into fittings shall have the bevel end removed. All the bolts and nuts of all fittings shall be greased. All fittings shall have an 8 mil vinyl wrap plastic cover. Minimum pressure Class will be 250 for pipes larger than 12 inch diameter. Pipes of 12 inch diameter and smaller shall be pressure Class 350.

4. Valves and Couplings.
- A. **General.** All valves shall meet the requirements of APWA 02510 and 15030.
- B. **Resilient Seated Gate Valve.** All valves on 4 inch to 10 inch culinary water mains shall be resilient seated gate valves. Valves shall also be of iron body have non-rising bronze stems and meet the following specifications:
- Mechanical Joint. When valves are Mechanical Joint, they shall be furnished with all necessary glands, followers, and bolts and nuts to complete installation.
 - Valve Stems. Bronze valve stems shall be interchangeable with stems of the double disc valves of the same size, direction of opening and manufacture.
- C. **Butterfly Valve.** All valves 12 inches and larger shall be butterfly valves which meet the requirements and specifications of APWA 02510, 15030 and the following specifications:
- General. Valve bodies shall be cast iron, ASTM A-126 Class B. Body ends shall be flanged with facing and drilling in accordance with ANSI B16.1, Class 125; or mechanical joint in accordance with AWWA C111. All mechanical joint end valves shall be furnished complete with joint accessories (bolts, nuts, gaskets, and glands). All valves shall conform with AWWA Standard C-504, Table 3, Laying Lengths for Flanged Valves and Minimum Body Shell Thickness for all Body Types.
 - Disc. Valve disc shall be ductile iron ASTM A-536, grade 65-45-12. Valve disc shall be of the offset design providing 360 degree uninterrupted seating.

3. Shaft Bearings. Shaft bearings shall be contained in the Integral hubs of the valve body and shall be self-lubricated sleeve type.
4. Coating. All valves shall be coated with epoxy in conformance to AWWA Standard C-550, latest revision. Interior wetted ferrous surfaces shall be coated a nominal 10 mils thick for long life; and body exterior shall have a minimum of 3 to 4 mils coating thickness in order to provide superior base for field-applied finish coats.
- D. **Valve Boxes.** Valves shall be aligned with the front of sidewalk where possible. Earth fill shall be carefully tamped around the valve box to a distance of 4 feet on all sides of the box, or to the undisturbed trench face if less than 4 feet. All top of valve boxes located in streets shall be installed 1/4 inch below grade. When a 1 inch overlay is required a year after the road construction, the pavement surrounding the valve box shall be neatly cut to form a 30 inch round opening with the valve box centered, and a concrete collar shall be cast around the box 1/4 inch below grade and the valve box set 1/2 inch below grade. Valve boxes in off-road areas shall extend 6 inches above grade. Lid detail shall be similar to Comco C-8517.
- E. **Couplings.** Couplings shall be equal to the product of Smith-Blair or Dresser with cast iron couplings being used on all cast iron and PVC pipe. Couplings shall be of the straight, transition, or reducing style as required by the specific installation. All steel fittings and bolts shall be coated with a non-oxide coating and wrapped with polyethylene.

5. Flushing.
- A. **General.** All culinary water lines shall be flushed after the high chlorine test and prior to the pressure test. See Chapter 39.25. Testing and Inspection for testing information. Flushing shall be accomplished through hydrants and at the end each line.
- B. **Velocity.** The Contractor shall install a tap sufficient in size to provide for 2 1/2 foot per second flushing velocity in the line. The following is the flow quantity required to provide a 2 1/2 foot per second flushing velocity.

FLOW REQUIREMENTS FOR FLUSHING

Pipe Diameter in Inches	Flow in Gallons per Minute
4 inch	100
6 inch	220
8 inch	390
10 inch	610
12 inch	880
16 inch	1,550
18 inch	1,980
20 inch	2,450
24 inch	3,525
30 inch	5,500

6. Disinfecting of Culinary Water Lines.
- A. **Cleaning.** The pipe shall be clean prior to disinfection. If in the opinion of the City, contamination is such that it cannot be removed by flushing, the pipe shall be cleaned by mechanical means and then swabbed with a 1% hypochlorite disinfection solution.
- B. **Methods.** All culinary water pipelines shall be disinfected as outlined in AWWA C651 by one of the following methods.
- Tablet Method. The tablet method shall consist of placing calcium hypochlorite tablets at the specified rate in the main during construction at the upstream end of each section of pipe. The tablet shall be attached with an adhesive, such as Permatex No.1 or equal. The line shall then be filled slowly (velocities less than 1 ft/sec), expelling all air pockets and maintaining the disinfection solution in the line for at least 24 hours, 48 hours if the water temperature is less than 41° F. The disinfection solution shall have a concentration of at least 25 mg/l of available chlorine.
 - Continuous Feed Method. The continuous feed shall be done exactly as outlined in AWWA C651 and shall have a twenty-five mg/l available Chlorine after 24 hours.
- Under both methods the Contractor shall not be allowed to flush the line until the chlorine residual test has been passed by the City. If necessary culinary water lines shall be re-chlorinated until satisfactory bacteriological testing is obtained. See Chapter 39.25. Testing and Inspection for testing information.

7. Culinary Water. Inspection and Testing.
- A. **General.** The inspections and tests in this section are required for all culinary water construction in the City boundaries and on all construction relating to the City culinary water system outside the city boundaries.
- B. **Main Line Inspection.** The City must inspect all culinary water main line installation on an ongoing basis. Inspection notification must be given before any construction of main line may begin. All crosses, tees, bands, valves and hydrants must be inspected and surveyed by the City before they are covered.
- C. **Culinary Water Service Inspection.** The City must inspect all culinary water services before service trenches are backfilled. The City must be able to survey services at the main during the inspection.

DESIGN PACKAGE Z-U54 SPANISH FORK CITY: 12" WATER LINE

CONFLICT NO.	UTILITY ID	UT SHEET #	UDOT STATION	UTILITY TYPE	SIZE	QTY	UNIT
Z-28	WTR-6-70-013	Z1-UT-06	STA: 981+50 TO STA: 985+15	PVC C-900 WATER LINE	12"	509	LF
Z-28	N/A	Z1-UT-08	STA: 981+50 TO STA: 985+15	22.5° BEND DIP	12"	4	EA

EXHIBIT A-1

- D. **High Chlorine Test.** High Chlorine tests shall meet the requirements and specifications of APWA 02518. The City must conduct a high chlorine test at every hydrant on a new culinary water main installation. If a hydrant does not exist on the test section, tests must be taken at the end of each line. The chlorine residual shall be at least 25 mg/L.
- E. **Pressure Test.** Pressure test must be conducted after all pipelines are flushed following the high chlorine test. The Contractor must pressure test all culinary water systems, system extensions and service laterals to the setter in the presence of the City Engineer or his/her designee or have tests documented and submitted by a certified testing company approved by the City. Pressure tests must meet the requirements and specifications of APWA 01815.
- F. **Leakage Test.** Leakage tests shall be conducted concurrently with the pressure tests. Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, or any valved section thereof, to maintain pressure within 5 psi of the specified test pressure after the air in the pipeline has been expelled and the pipe has been filled with water.

$$0.000106 \times L \times D = AL$$

AL is the allowable leakage, in gallons per hour; L is the length of pipeline tested in feet and D is the nominal diameter of the pipe, in inches. When testing against closed metal-seated valves, an additional leakage per closed valve of 0.0078 gal/hr/in. of nominal valve size shall be allowed. When hydrants are in the test section, the test shall be made against the closed hydrant. If any test of pipe laid discloses leakage greater than specified, the Contractor shall, at its own expense, locate and repair the defective material until the leakage is within the specified allowance. All visible leaks are to be repaired regardless of the amount of leakage.

G. **Bacteria Test.** Bacteria tests shall meet the requirements and specifications of APWA 02518. Tests may only be scheduled at certain regular times set by the city. The Contractor shall be present and open all hydrants or other locations to be tested from. The City shall submit samples to a certified lab to be tested according to state drinking water regulations. If any sample point fails on the first test, the line will be flushed and re-tested at all sample points. If any sample point fails a second time the complete line will re-disinfected and re-tested at all sample points. If any samples come back marked "presence", which means coliform bacteria is present, the line will be re-disinfected and re-tested at all sample sites. Contractor is responsible to pay for all bacteria tests and retests. Culinary water services will not be installed until bacteria sample results have been approved by the City Engineer or his/her designee. All testing lab fees shall be paid for by the Contractor.

LEGEND

EXISTING SANITARY SEWER LINE	---
NEW SANITARY SEWER LINE	---
EXISTING SANITARY SEWER MANHOLE	○
NEW SANITARY SEWER MANHOLE	○
EXISTING WATER LINE	---
NEW WATER LINE	---
EXISTING UTILITY TO BE REMOVED	▨
EXISTING CONTOUR	---
PROPOSED CONTOUR	---
EXISTING	EX

SURVEY CONTROL
SURVEY CONTROL PER UDOT I-15 CORE PROJECT
HORIZONTAL CONTROL AND ELEVATION MODIFIED
VERTICAL DATUM

SPANISH FORK CITY
RELEASE FOR CONSTRUCTION
CT 8/4/10
INITIALS DATE



AS SHOWN BY REFERENCE

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PROJECT MANAGER
MATT HIRST, PE
PROJECT MANAGER
JARED ANDERSEN, PE
CHECKED BY
STEVE JACKSON, PE
DRAWN BY
KLH
DATE
AS NOTED
8-02-2010



LEHI OFFICE:
2912 WEST EXECUTIVE PKWY,
SECOND FLOOR
LEHI, UTAH 84043

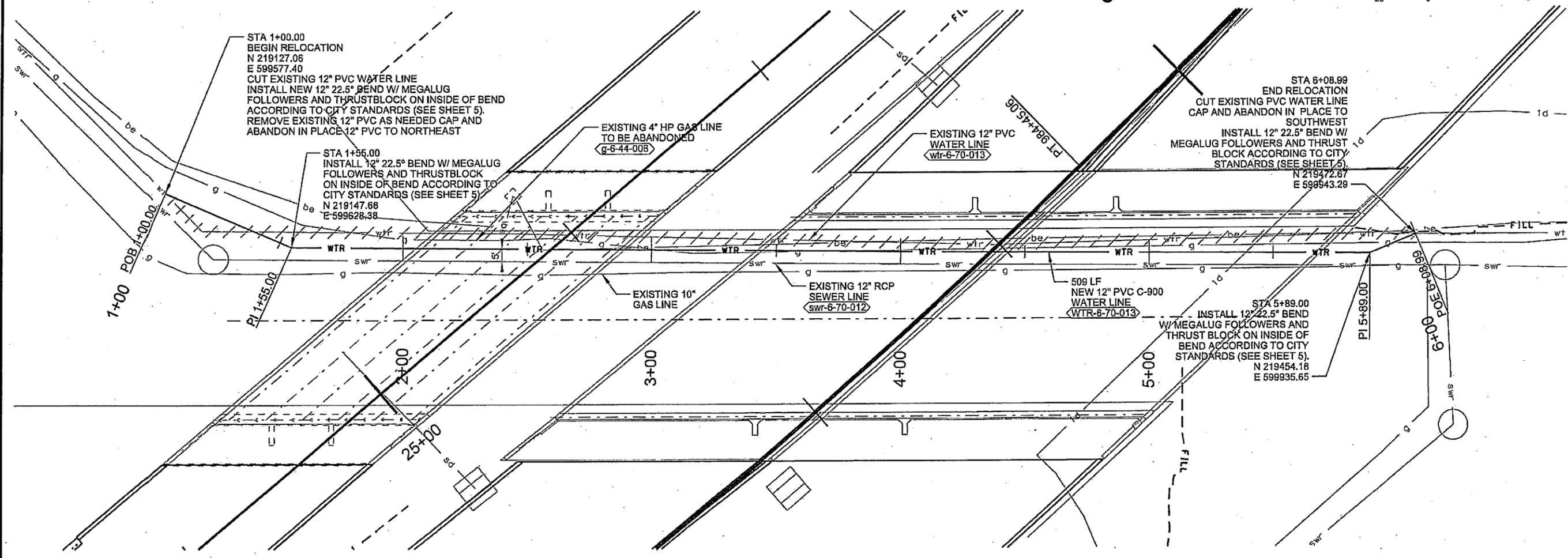
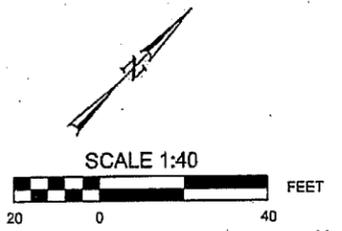
SPANISH FORK CITY RELOCATION DESIGN: 12" WATER LINE AT WILLIAMS LANE
DESIGN PACKAGE Z-U54
SUMMARY AND NOTES

SPANISH FORK CITY

UTAH

RFC SET

PROJECT NUMBER
10001C: 30
SHEET 2 OF 5
REVISIONS
2



- NOTES:
1. WATER SHUT OFFS MUST BE SCHEDULED WITH CITY (2) WEEKS BEFORE SHUT OFF.
 2. EXISTING WATER LINE TO BE PROTECTED DURING CONSTRUCTION ACTIVITIES AND SHUT DOWNS SO THAT IT MAY BE REACTIVATED IN CASE OF EMERGENCY NEED FOR WATER BY CITY.

12" WATER LINE - PLAN VIEW (CONFLICT Z-28)

STA: 1+00.00 TO 5+99.84
(UDOT STA: 982+00 TO 985+00)



NOTE:
EXISTING UTILITY LOCATIONS PROVIDED BY OTHERS. CONTRACTOR RESPONSIBLE TO VERIFY LOCATIONS AND DEPTHS.

EXHIBIT A-1

SURVEY CONTROL
SURVEY CONTROL PER UDOT I-15 CORE PROJECT HORIZONTAL CONTROL AND ELEVATION MODIFIED VERTICAL DATUM

SPANISH FORK CITY
RELEASE FOR CONSTRUCTION

CT 8/4/10
INITIALS DATE

REVISIONS

PROVIDER OF SERVICES

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PROJECT MANAGER
MATT HIRST, PE
PROJECT MANAGER
JARED ANDERSEN, PE
DESIGNED BY
STEVE JACKSON, PE
DRAWN BY
KLH
CHECKED BY
AS NOTED
REVISION DATE
08-02-2010

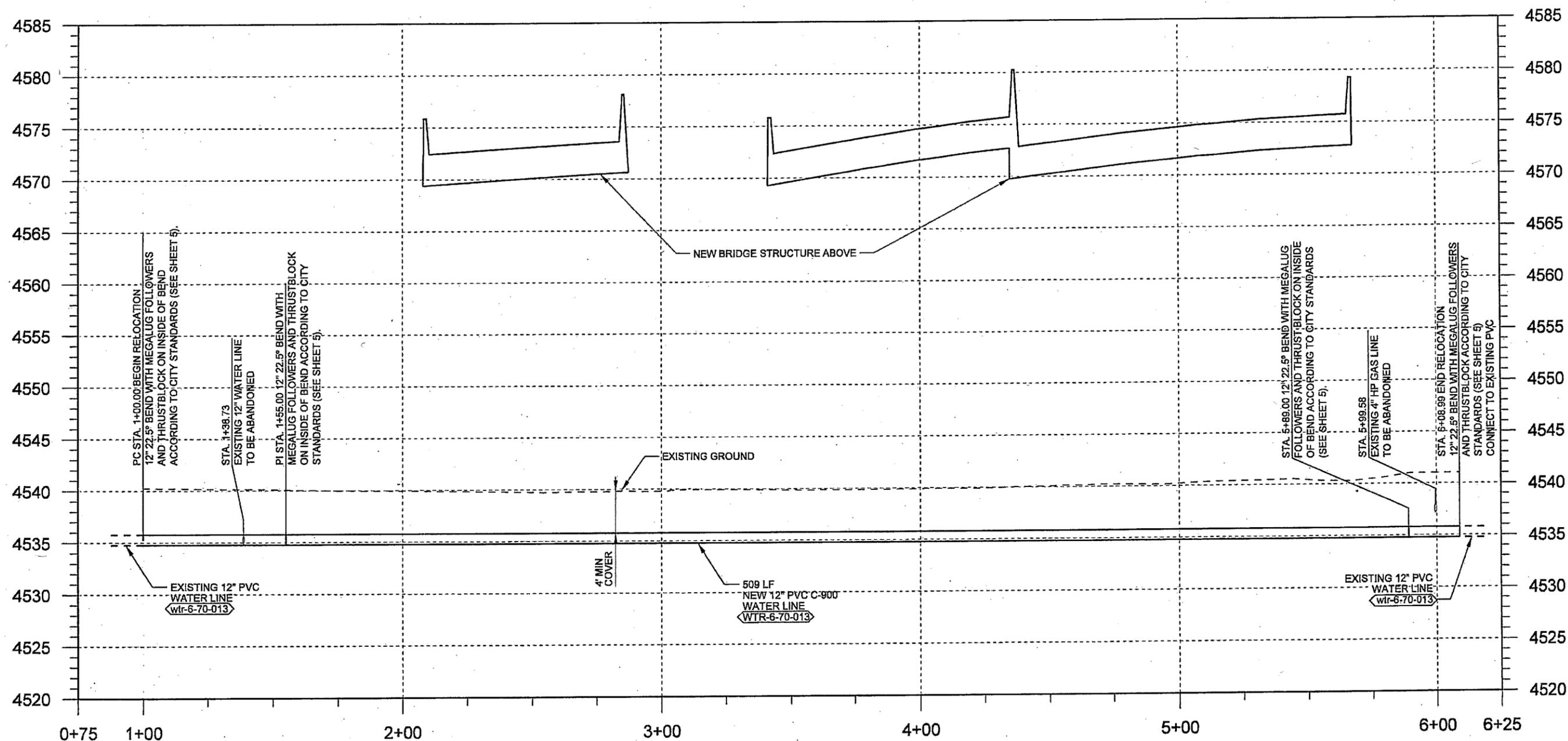


LEHI OFFICE:
2912 WEST EXECUTIVE PKWY,
SECOND FLOOR
LEHI, UTAH 84043

SPANISH FORK CITY RELOCATION DESIGN: 12" WATER LINE AT WILLIAMS LANE
DESIGN PACKAGE Z-U54
12" WATER LINE PLAN VIEW
CONFLICT NO. Z-28
SPANISH FORK CITY UTAH

RFC SET

PROJECT NUMBER
10001C: 30
SHEET
3 OF 5
DATE
3



PROFILE

HORZ: 1" = 40'
VERT: 1" = 10'



NOTE:
EXISTING UTILITY LOCATIONS PROVIDED BY
OTHERS. CONTRACTOR RESPONSIBLE TO
VERIFY LOCATIONS AND DEPTHS.

EXHIBIT A-1

SURVEY CONTROL
SURVEY CONTROL PER UDOT 1-15 CORE PROJECT
HORIZONTAL CONTROL AND ELEVATION MODIFIED
VERTICAL DATUM

**SPANISH FORK CITY
RELEASE FOR CONSTRUCTION**

INITIALS: *CH* DATE: 8/4/10

SCALE

IN COPY OF NETWORK
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CONSTRUCTORS.
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PROJECT: MATT HIRST, PE
PROJECT MANAGER: JARED ANDERSEN, PE
DESIGNED BY: STEVE JACKSON, PE
DRAWN BY: KLH
CHECKED BY: AS NOTED
DATE: 08-02-2010

**PROVO RIVER
CONSTRUCTORS**

LEHI OFFICE:
2912 WEST EXECUTIVE PKWY.,
SECOND FLOOR
LEHI, UTAH 84043

SPANISH FORK CITY RELOCATION DESIGN: 12" WATER LINE AT WILLIAMS LANE
DESIGN PACKAGE Z-U54
12" WATER LINE PROFILE VIEW
CONFLICT NO. Z-28

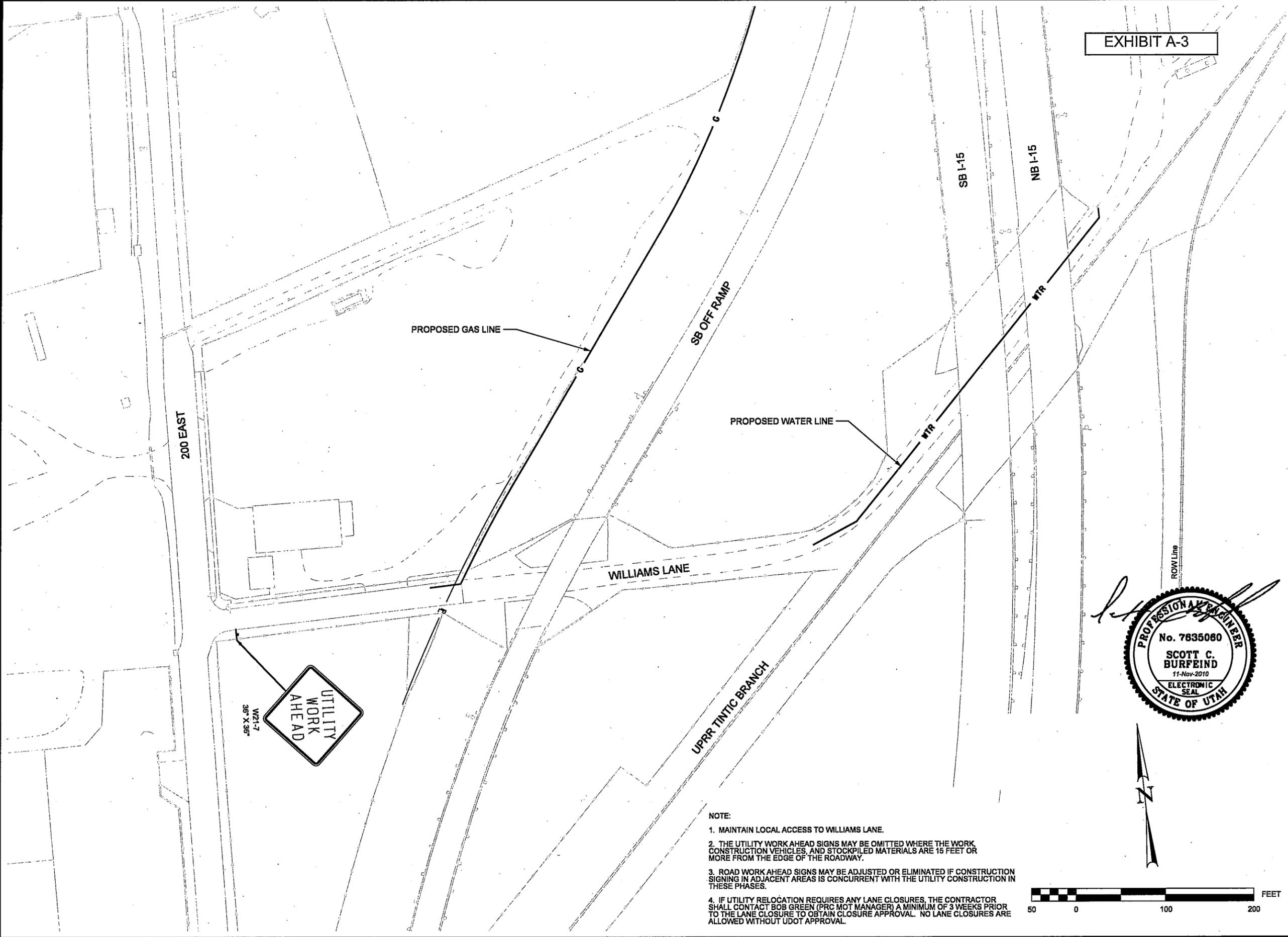
SPANISH FORK CITY

UTAH

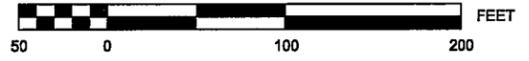
RFC SET

PROJECT NUMBER: 10001C: 30
SHEET 4 OF 5
SHEET NUMBER: 4

EXHIBIT A-3



- NOTE:
1. MAINTAIN LOCAL ACCESS TO WILLIAMS LANE.
 2. THE UTILITY WORK AHEAD SIGNS MAY BE OMITTED WHERE THE WORK, CONSTRUCTION VEHICLES, AND STOCKPILED MATERIALS ARE 15 FEET OR MORE FROM THE EDGE OF THE ROADWAY.
 3. ROAD WORK AHEAD SIGNS MAY BE ADJUSTED OR ELIMINATED IF CONSTRUCTION SIGNING IN ADJACENT AREAS IS CONCURRENT WITH THE UTILITY CONSTRUCTION IN THESE PHASES.
 4. IF UTILITY RELOCATION REQUIRES ANY LANE CLOSURES, THE CONTRACTOR SHALL CONTACT BOB GREEN (PRC MOT MANAGER) A MINIMUM OF 3 WEEKS PRIOR TO THE LANE CLOSURE TO OBTAIN CLOSURE APPROVAL. NO LANE CLOSURES ARE ALLOWED WITHOUT UDOT APPROVAL.



REVISIONS

UTAH DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN

I-15: UTAH COUNTY CORRIDOR EXPANSION
ROAD & BRIDGE CONSTRUCTION

PROJECT

DRAWN BY SCB
QC CHECKED BY JBM

11/11/10
DATE

APPROVED
Scott C. Burfeind
PROFESSIONAL ENGINEER

MP-115-6(178)245
MOT FOR UTILITY RELOCATION

PROJECT NUMBER

NO. DATE APPROVED BY REMARKS

SHEET NO. MOT-1_Z-U54

11/11/2010 9:47:48 AM c:\pwork\kmp\udot_115_cora\dm08528\7837_MOT-1_Z-U54.dwg

EXHIBIT B - Schedule of Planned Work

7004

EXHIBIT B

Activity	Nov. 8	Nov. 15	Nov. 22	Nov. 29
Supplemental Preparation and Approval	Assumed: 1 week review UDOT and 2 weeks Spanish Fork			
Mobilization & Traffic Control				
Work by Design-Builder				
Finalize and Demobilize				

11/04/2010

RESOLUTION No. 11-02

ROLL CALL

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

I MOVE this resolution be adopted: _____
City Council member

I SECOND the foregoing motion: _____
City Council member

RESOLUTION No. 11-02

A RESOLUTION MAKING APPOINTMENTS TO THE SOUTH UTAH VALLEY MUNICIPAL WATER ASSOCIATION BOARD AND TECHNICAL COMMITTEE

WHEREAS, Spanish Fork City is a member of the South Utah Valley
Municipal Water Association (SUVWMA); and

WHEREAS, as a member of SUVMWA, it is entitled to have a member on

the Board of Directors and on the technical committee of SUVMWA; and

WHEREAS, the Mayor has appointed and the Council has approved Councilman Jens P. Nielsen to serve on the Board of Directors of SUVMWA, with Chris Thompson the alternate; and

WHEREAS, the Mayor has appointed and the Council has approved Chris Thompson to serve on the technical committee of SUVMWA;

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

1. Spanish Fork City hereby appoints Jens P. Nielsen, an appointed official, to represent it on the South Utah Valley Municipal Water Association Board of Directors, with Chris Thompson, the City Engineer to serve as alternate.
2. Spanish Fork City hereby appoints Chris Thompson, the City Engineer to serve on the technical committee of the South Utah Valley Municipal Water Association.
3. This resolution is effective immediately.

DATED this 1st day of February 2011.

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder

LEASE AGREEMENT

LEASE AGREEMENT made this 1st day of February, 2011, between SPANISH FORK CITY, herein called Lessor, and WINDWARD ENGINEERING, L.C., herein called Lessee.

RECITALS

A. Lessor owns property located at approximately 3900 E. Highway 6 in Spanish Fork, Utah and more particularly described as follows:

ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 3 EAST, OF THE SALT LAKE BASE AND MERIDIAN, BOUNDED ON THE WESTERLY SIDE BY THE HIGHWAY AS DESCRIBED IN DEED OF RECORD IN BOOK 294 AT PAGE 64, BOUNDED ON THE EASTERLY SIDE BY THE RIGHT OF WAY OF THE SALT LAKE AND UTAH RAILWAY RIGHT OF WAY AS DESCRIBED IN DEED OF RECORD IN BOOK 638 AT PAGE 563, RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF UTAH COUNTY, UTAH AND BOUNDED ON THE NORTH SIDE BY THE NORTH LINE OF SAID SECTION 34, TOWNSHIP 8 SOUTH, RANGE 3 EAST OF THE SALT LAKE BASE AND MERIDIAN.

B. Lessee owns and operates water tanks and lines on and through the property for delivery of water to its residents.

C. Lessee desires to lease the property, upon the terms and conditions set forth herein and subject to the primary use being reserved for the water purposes set forth above, for the purpose of erecting and/or maintaining an industrial business to be owned and operated by Lessee for the testing of wind turbines used to generate electricity.

CONTRACT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. PREMISES. Lessor hereby leases to Lessee the property described above.

II. TERM. Subject to all other provisions of this Agreement regarding termination, the term of this lease shall commence on February 1, 2011 and continue for five years until December 31, 2015. The term shall automatically be extended for an additional four (4) five year terms unless Lessee gives written notice at least ninety (90) days prior to the end of a term of its intent to terminate the lease at the end of the current term.

III. LESSEE'S OBLIGATION TO REMOVE IMPROVEMENTS. Upon the termination of this lease, Lessee shall have the obligation to remove turbine towers, footings, and any other improvements erected by Lessee on the premises during the lease term or any renewal, except the building to be constructed and its parking lot. Lessee, upon removal of any improvements, shall restore the land to as good condition as it was in prior to the erection of any improvements thereon. Lessee hereby agrees that removal of any and all improvements shall be completed on or before sixty (60) days from termination of this lease. After the termination of this lease, the building constructed on the property shall become the property of Lessor.

V. RENTALS, FEES AND CHARGES. Lessee agrees to pay City for the use of the premises granted herein, the sum of five hundred fifty dollars (\$550.00) per month, due and payable in advance on or before the 1st day of each and every month of the lease, commencing February 1st, 2011. Rent shall be deemed late if not paid by the 5th day of each month. A late fee of fifty dollars (\$50.00) shall accrue if not paid by the due date. The February 2011 payment shall not be deemed late unless paid after the 15th day of February, 2011. All payments due Lessor under this lease shall be payable to Spanish Fork

City and mailed or delivered to City at 40 South Main Spanish Fork, Utah 84660 or as otherwise directed in writing by Lessor.

VI. USE OF PREMISES AND CONSTRUCTION OF BUILDING. The leased premises and any and all improvements located thereupon shall be used solely for conducting the following activities:

A. Construction of a building with dimensions of either thirty by forty (30 x40) feet or thirty-five by forty-five (35 x 45) feet.

B. Office use.

C. Erection of towers, not to exceed one hundred (100) feet in height, with wind powered electric generating turbines on top.

D. Testing and gathering of data concerning the wind turbines.

E. Other uses consistent with Lessees business of generating electric power from wind.

Lessee acknowledges that the premises may not be used for commercial purposes beyond the scope of this agreement. Test data gathered is to be shared with Utah Municipal Power Agency, an interlocal entity of which Lessor is a member. The location of towers to be erected may be dictated by Lessor in order to protect its water lines, both existing and future. Lessor will be responsible to survey the existing lines and the parties will work together to locate the initial towers.

VII. CONSTRUCTION - IMPROVEMENTS. Lessee will be required to obtain all necessary building permits and site plan approvals to proceed with the construction of the building contemplated by this agreement. All conditions imposed with any of those permits shall be followed by Lessee. Lessee will incur all the cost for the building itself. Lessor's

representatives are required to be on site prior to any excavation for footings, or other construction, in order to protect and insure no damage to Lessor's water lines buried on the premises are damaged. Lessee will also provide the materials to bring electricity, water, and sewer to the site. Lessor will install the electrical, water, and sewer lines. Lessor will also asphalt the parking lot for the building, but Lessee is responsible to provide the asphalt.

VIII. OBLIGATIONS OF LESSEE.

A. Lessee shall be solely responsible for all costs or charges for utility services required by the Lessee during the term of this lease. It is anticipated that Lessee will generate its own electricity and will, at times, generate excess electricity to be placed into Lessor's system. Prior to placing excess electricity into Lessor's system, Lessee shall be obligated to apply for and follow all requirements of Lessor's net metering ordinance, contract, and policies.

B. Lessee agrees to repair and maintain the demised premises in a reasonably neat, orderly and safe condition, and free from waste, rubbish, snow or other hazards throughout the term of this Lease. Lessor will clear snow from the driveway to provide access to its water storage facilities. If Lessee desires to clear additional snow from the driveway or from its parking lot, it may do so at its cost.

C. Lessee shall not store or let stand any equipment or property belonging to the Lessee or under the Lessee's custody, outside the boundaries of the leased areas without prior consent of Lessor. Outside storage shall comply with Spanish Fork City ordinances and site plan approval. Should the Lessee fail to repair and maintain the leased premises in proper condition, the Lessor shall so notify the Lessee in writing. If the Lessee then fails to make such repair or maintenance within ten (10) days after the notice has been

sent the Lessor may cause such repair or maintenance service to be made. Lessee agrees to pay all Lessors costs incurred thereby and reimburse Lessor therefore on demand. If said costs and expenses are not paid within fifteen (15) days after demand therefore, this Lease shall be deemed to be in default and the Lessor shall be entitled to all legal remedies provided hereunder, including termination of this Lease.

D. Lessee shall exercise due and reasonable caution to prevent fire, accidents, hazards or nuisances on the premises. Should the Lessee fail to remove or abate said hazard or nuisance after notified to do so, the City may abate said hazard or nuisance and charge the cost thereof to the Lessee as provided in paragraph C above.

E. Any signs shall comply with Spanish Fork City ordinances.

F. Lessee agrees to keep the demised premises free of any mechanic's or materialmen's liens or other lien of any kind or nature for any work done, labor performed or material furnished thereon at instance or occasion of the Lessee and the Lessee further agrees to indemnify and save the Lessor harmless from and against any and all claims, demands, costs and expenses of any nature whatsoever from any such work done, labor performed or materials furnished.

G. Lessee shall obey all applicable rules, regulations, ordinances and laws that may be from time to time promulgated by the City, State or Federal Government or agency thereof. Lessee agrees to develop and use the premises in accordance with the approved site plan, attached hereto as Exhibit A and incorporated herein by this reference.

H. Lessee agrees to cause to be removed from the premises, at its own expense, all waste, garbage, and rubbish and agrees not to deposit same, except

temporarily in connection with collection for removal, on any part of the premises without permission of Lessor.

I. The Lessee shall provide the City with a copy of the bond to protect mechanics and materialmen as required by Utah Code Ann. §14-1-5 as amended, during the course of construction of any improvements on the leased land.

J. Lessee shall have a key to Lessor's gated water tank area in order to maintain and gather data from wind towers located therein. Lessor, or its agents and employees shall also have a key. Lessee shall not be allowed to change the lock to the gate. No personnel, other than those specifically authorized by Lessor or Lessee shall be permitted to have a key or to have access to the gated area.

IX INDEMNIFICATION AND HOLD HARMLESS. Lessee expressly agrees to defend, protect, indemnify and hold harmless the Lessor, its officers, agents and employees free and harmless from and against any and all claims, demands, damages, expenses, losses or liability of any kind or nature whatsoever which the Lessor, its officers, agents or employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damages to property arising out of or resulting from the negligent acts or negligent omissions of the Lessee, its officers, agents or employees use or misuse of the demised premises. Lessee agrees to defend at its own cost, expense and risk all claims or legal actions that may be instituted against either the Lessee or the Lessor, which arise out of the negligent acts or omissions of the Lessee. Lessor may have its own attorney to defend such action, to be paid by Lessee. Lessee agrees to pay any settlement entered into and satisfy any judgment that may be rendered against either the Lessee or the Lessor as

a result of any negligent injuries or damages which have resulted from or are connected with this Lease or the occupancy or use of the demised premises by the Lessee, or its officers, agents, employees or licensees, including reasonable attorney fees.

X. INSURANCE. Concurrent with the execution of this Lease and as partial performance of the obligations assumed under Clause IX, (INDEMNIFICATION AND HOLD HARMLESS) hereof, the Lessee shall, have from a reliable insurance company or companies authorized to do business in the State of Utah, liability insurance in the minimum amount of \$2,000,000.00 or such other minimum amount as may be required by Lessor pursuant to reasonable exercise of its municipal powers.

The above insurance policy or policies shall contain an endorsement which provides that the Lessor is named as an additional insured as it pertains to said leasehold. Lessee shall provide Lessor with written evidence of said insurance at all times this Lease is in effect.

All insurance policies secured by the Lessee providing the coverages which affect the leasehold premises required under this Lease shall require each insurer to notify the Lessor by certified mail of any modification, termination or cancellation of any policy of insurance that affects the leasehold premises no less than thirty (30) days prior to the effective date of such modification, termination or cancellation. Notice by the insurer shall be effective upon the receipt of said notice by the Lessor. In addition to any other requirements of this Lease, the Lessee shall notify the Lessor of any modification which affects the leasehold premises, termination or cancellation of any policy of insurance secured by the Lessee pursuant to this paragraph as soon as the Lessee learns of any such modification, termination or cancellation. Each of said policies shall stipulate that the policy

provided coverage is not subordinate to nor contributing with any other insurance coverage held or maintained by the Lessor. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon the Lessee's liability or a waiver of performance on the Lessee's part of the indemnification and hold harmless provisions of this Lease; and the Lessee understands and agrees that notwithstanding any policy or policies of insurance it remains the Lessee's obligation to protect, indemnify and hold harmless the Lessor hereunder for the full and total amount of any damage, injuries, loss, expense, costs or liabilities, including attorneys fees, caused by or in any manner connected with or attributed to the negligent acts or omissions of the Lessee, its officers, agents, employees, licensees or the operations conducted by the Lessee, or the Lessee's use, misuse or neglect of the premises described herein.

XI PERMITS, LICENSES AND CERTIFICATES. Lessee shall obtain any and all permits which may be required from UDOT for its access to the premises. Lessor will assist in obtaining UDOT permits, but is not ultimately responsible for obtaining the same.

XII ASSIGNMENT. Assignment of this Lease by Lessee is permitted solely to the financial institution which is to provide funding for construction of the building on the premises. Lessor hereby agrees that this Lease may be assigned as security for any loan required by Lessee, provided that such assignment permits Lessee to remain in possession except in the event of foreclosure. In the event of foreclosure or forfeiture by the holder of such security, the Lessor consents to further assignment to any person, firm or corporation which is fully competent and has the necessary facilities, experience and financial resources to perform the obligations contained in this agreement on the part of the Lessee to be

performed, provided such proposed assignee shall expressly assume said obligations in writing.

XIII RIGHT OF ENTRY AND INSPECTION. Lessor hereby reserves the right to enter into and upon the leased premises and any improvements thereon at all reasonable times and for all reasonable purposes without prior notice.

XIV LESSOR'S RIGHT OF CANCELLATION. In addition to all other remedies reserved by Lessor, this agreement, shall be subject to cancellation by the Lessor should one or more of the following events occur:

A. If the Lessee fails to pay when due the whole or any part of the amounts agreed upon for rents and charges and such default continues for ten (10) days after the Lessor has demanded payment in writing.

B. If the Lessee shall fail to perform or keep and observe any of the covenants and conditions contained in this contract to be performed, kept and observed by Lessee, and Lessee fails to correct any breach hereof after thirty (30) days written notice from Lessor, then and in such event the Lessor shall have the right at once to declare this contract terminated.

XVIII LESSEE'S RIGHT OF CANCELLATION. In addition to all other remedies available to the Lessee, this agreement shall be subject to cancellation by the Lessee should the following event occur:

A. The breach by the Lessor of any terms, conditions and covenants of this agreement to be kept, performed and observed by the Lessor and the failure to remedy such a breach for a period of thirty (30) days after written notice from the Lessee of the existence of such a breach.

XIX FORCE MAJEURE. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason or act of God, flood, hurricane, tornado, earthquake, strikes, lockouts, which are beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delays; provided, however, nothing in this clause shall excuse the Lessee from the prompt payment of rental or other charges required hereunder to be paid by Lessee except as may expressly be provided elsewhere in this Lease.

XX DESTRUCTION OF PREMISES. Should the improvements to the demised premises be damaged or destroyed in whole or in part, by fire, earthquake or any other casualty at any time during the term of this Lease so that the same cannot be repaired within ninety (90) working days to substantially the same condition it was in immediately prior to the happening of such casualty, then either the Lessor or the Lessee may, within fifteen (15) working days after the ninety (90) working days after the happening of such casualty, terminate this Lease as of the date of said casualty. Lessee shall proceed, within ninety (90) working days, with the restoration and reconstruction of the improvements on the demised premises to substantially the same condition in which they were in prior to the happening of the casualty. In no event shall the Lessor be liable to the Lessee for any damages resulting to the Lessee from the happening of such fire or other casualty or from the repair or construction of the demised premises or from the termination of this Lease as herein provided, nor shall the Lessee be released thereby from any of its obligations hereunder except as expressly stated in this clause.

XXI COSTS OF SUSTAINING AN ACTION FOR BREACH OR DEFAULT. In

the event either the Lessor or the Lessee commences legal action against the other claiming a breach or default of this Lease, the prevailing party in such litigation shall be entitled to recover from the other reasonable attorney fees and all costs connected with said litigation.

XXII PARTIAL INVALIDITY. If any term, covenant, condition or provision of

this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

XXIII ABANDONMENT. If the Lessee shall abandon or be dispossessed by

process of law or otherwise, any personal property belonging to the Lessee and left on the premises after such abandonment or dispossession shall be deemed to have been transferred to the Lessor; and the Lessor shall have the right to remove and to dispose of the same without liability to account therefore to the Lessee or to any person claiming under the Lessee.

XXIV UNLAWFUL USE. Lessee agrees that no improvement shall be

erected, placed upon, operated or maintained on the demised premises, nor shall business be conducted or carried on therein in violation of the terms of this Lease or any applicable law, statute, ordinance, regulation, rule or order of any governmental agency having jurisdiction thereof.

XXV DEVELOPMENT OF PREMISES. Lessor reserves the right to further

develop or improve the premises as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee, it being understood that the primary use of the premises is for the storage and distribution of water to Spanish Fork City

residents. Therefore, if Lessor needs additional space for tanks or water lines, it may, upon ninety (90) prior written notice, require Lessee to relocate some or all of its wind towers. The parties shall cooperate to locate other suitable locations on the premises for the wind towers, but no guarantee is given by Lessor that any number of wind tower sites are available or will continue to be available.

XXVI BANKRUPTCY. Should the Lessee make an assignment for the benefit of creditors or should a voluntary or involuntary petition of bankruptcy or for reorganization or any arrangement be filed by or against the Lessee, or if the Lessee should become bankrupt or insolvent or if a receiver be appointed at the request of the Lessee's creditors (except as a receiver appointed at the request of the Lessor) such action shall constitute a breach of this Lease for which the Lessor at its option, may terminate all rights of the Lessee or Lessee's successors in interest under this Lease.

XXVII TAXES AND ASSESSMENTS. Lessee shall pay before delinquency, all taxes, license fees, assessments and other charges which are levied and assessed against and upon the premises, fixtures, equipment or other property caused or suffered by the Lessee to be installed, located or placed upon the leased premises. The Lessee shall furnish the Lessor with satisfactory evidence of these payments upon demand from the Lessor. Lessee acknowledges that this Lease may create a possessory interest subject to property taxation and that the Lessee may be subject to the payment of property taxes levied on such interest. Lessee agrees to assume and pay any such assessment.

XXVIII MARGINAL CAPTIONS. The various headings and numbers herein and the grouping of the provisions of this Lease into separate section, paragraphs and clauses are for the purpose of convenience only and shall not be considered a part thereof.

XXIX AMENDMENTS TO BE IN WRITING. This Lease sets forth all of the agreements and understandings of the parties and is not subject to modification except in writing, duly executed by the legally authorized representatives of each of the parties.

XXX SUCCESSORS IN INTEREST. The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; and all of the parties shall be jointly and severally liable hereunder.

XXXI WAIVER OF RIGHTS. The failure of the Lessor to insist upon strict enforcement of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor may have and shall not be deemed a waiver of any subsequent breach or default by Lessee of the terms, conditions and covenants herein contained.

XXXII NOTICES. All notices given or to be given, by either party to the other shall be given in writing and shall be addressed or delivered to the parties at the addresses hereinafter set forth or at such other addresses as the parties may by written notice hereafter designate. Notices to the Lessor and the Lessee shall be addressed as follows:

TO: LESSOR
Spanish Fork City
Attn: City Manager
40 S. Main
Spanish Fork, Ut 84660

TO: LESSEE
Windward Engineering, L.C.
Attn: Dean Davis
Spanish Fork, Ut 84660

XXXIII HOLDOVER. In the event the Lessee shall hold over after the term granted herein, then such holding over shall be construed to be a tenancy from month-to-month only. Prepayment of rent beyond one month shall not be construed to alter or change the month-to-month status of any holdover tenancy. Lessee agrees to comply and abide with

all other terms and conditions of this Lease in the event Lessee holds over after the term provided in this Lease expires.

XXXIV TIME. Time is of the essence of this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this document to be duly executed, to be effective the day and year first above written.

SPANISH FORK CITY, by:

G. WAYNE ANDERSEN, Mayor

ATTEST:

KENT R. CLARK, Recorder

WINDWARD ENGINEERING, L.C., by:

DEAN A. DAVIS, Manager