



## 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 15, 2011.**

### AGENDA ITEMS:

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

- a. Pledge, led by invitation
- b. Recognition of Employee of the 4<sup>th</sup> Quarter

#### 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. Sign Maintenance Program – Chris Thompson

#### 5. CONSENT ITEMS:

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

- a. \* [Minutes of Spanish Fork City Council Meeting – February 1, 2011](#)
- b. \* [UT Warn Agreement to Facilitate the Sharing among Utilities in an Emergency](#)
- c. \* [I-15 ICORE Electrical Reconstruction Supplemental Agreement](#)
- d. \* [River Bank Stabilization Design Contract](#)

#### 6. NEW BUSINESS:

- a. \* [I-15 River Bridge Reconstruction Trail Agreement – Chris Thompson](#)
- b. \* [Contract Amendment to Add Full Build-out Scenario to the Travel Demand Model in the Transportation Masterplan – Chris Thompson](#)
- c. \* [Ordinance #02-11 Amending Telecommunications Meetings – Junior Baker](#)
- d. \* [Ordinance #03-11 Amendment to the False Alarm Ordinance – Dee Rosenbaum](#)
- e. \* [Rocky Mountain Composites Lease at the Airport – Scott Wood](#)
- f. \* [Proposed Preliminary Plat for property located at approximately 600 East Kirby Lane. The proposal would permit the recordation of a three-lot condominium plat – Dave Anderson](#)
- g. \* [Proposed Preliminary Plat for property located at approximately 900 North State](#)

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

Notice is hereby given that:

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

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

Road 51. The proposal would reapprove a Master Planned Development that was originally approved in 2009 – Dave Anderson

- h. Chris Salisbury, Salisbury Homes - Extending the entitlement period on the Maple Mountain Master Planned Community for 6 additional months.

ADJOURN:

Tentative Minutes  
Spanish Fork City Council Meeting  
February 1, 2011

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

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

Citizens Present: Caden Hermansen, Ty Christmas, Ryan Wengreen, Chris Hermansen, Mike Mendenhall, Don Nay, Kari Nay, Robert Nay, Nikki Ahlin, Tresa Ahlin, Karl L. Duffield, Jean C. Duffield, Lana Creer-Harris, Richard V. Harris, Glenda Wilson, Steve Wilson, Chris Garcia, Chris Tuttle, Carter Lehmon, Terry Ficklin, Stackie Geroli, Enzo Geroli, Pat Parkinson, Nicole Busch, Janette Kneese.

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

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

Councilman Davis led in the pledge of allegiance.

**Introduction of New Golf Course Manager/Head Professional**

Dale Robinson introduce Ryan Rhees the new Golf Course Manager/Head Professional. We are thrilled to have him on our team.

Ryan Rhees spoke of himself and his experience.

Mayor Andersen thanked Mr. Rhees.

**Recognition - Robert Nay**

Mayor Andersen recognized Robert Nay whom developed the number one App creation for the I-phone.

Robert Nay explained how he made the game.

Mayor congratulated Robert for his knowledge.

Seth Perrins showed how much media Robert Nay has been in.

**Recognition - The Moving Wall Committee**

Seth Perrins recognized the Committee that brought The Moving Wall to our town. Steve Wilson, Lana Creer-Harris, Tresa Ahlin, Jean Duffield, Councilman Richard Davis, Mayor Wayne Andersen. Lana Creer-Harris thought of this idea and started this great event.

Councilman Leifson said we are excited that we have these types of individuals in our community. They did a great job, a lot of time and effort was put into this event.

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Councilman Leifson congratulated the committee and presented them with a certificate of recognition.

Steve Wilson expressed some of his experiences with The Moving Wall while it was here.

**PUBLIC COMMENTS:**

Mike Mendenhall from the Chamber of Commerce announced that the Easter Egg Hunt is coming up. He invited the public to the sack lunch lectures every Thursday. Also, on February 9<sup>th</sup> is a Networking Meeting at Robarge Collision. For more details go to [www.spanishforkchamber.com](http://www.spanishforkchamber.com).

**COUNCIL COMMENTS:**

Councilman Scoubes announced on Saturday, April 9<sup>th</sup> from 9 a.m. to 3 p.m. there will be a Household Hazardous Waste Collection Day at Orem Public Works Facility.

Councilman Dart asked Pam Jackson the library director, to come up to announce some of the library events.

Pam Jackson reminded the public that February is Library Lovers month. If you have any items that you have forgotten about, please return them. The library will waive all incoming fines during the first three weeks of the month, through February 19.

Councilman Leifson gave an update on the UMPA & SUVPS meetings.

Councilman Davis said they took the youth council to the capital for the Local Officials' Day at the Legislature event. It was a great learning experience for them.

Councilman Davis read an email he received that disappointed him. The council is doing their best and we want to serve our citizens and help them. If you have concerns we have many ways of communications that you can contact us.

Councilman Nielson said at the SUVMWA board meeting we elected new officers and he is now the secretary for this committee.

Mayor Andersen expressed that one of the great experiences of being mayor is representing the city at its many events. Mayor Andersen was called by a citizen to come to an incident. The citizens home was completing vandalized. This doesn't represent Spanish Fork and the citizens that live here. Mayor Andersen asked the citizens of this community to help protect our community.

**SPANISH FORK 101:**

Junior Baker talked about nonconforming uses and noncomplying structures.

Councilman Davis made a **Motion** to move into Public Hearing to discuss Ordinance #01-11. Councilman Leifson **Seconded** and the motion **Passed** all in favor at 6:55 p.m.

**PUBLIC HEARING:**

**Ordinance #01-11 Abandonment of Trail and Easement in Black Horse Run**

97 Chris Thompson stated that months ago we received an easement of open area to be vacated. It  
98 was supported by the people in the subdivision. We have no need for the easement and it will be  
99 abandoned back to the HOA.  
100  
101 Mayor Andersen welcomed any public comment.  
102  
103 Berry Wilkins from Black Horse Run HOA thanked the council for all they do. He expressed that  
104 association was not contacted regarding this issue.  
105  
106 Dave Oyler expressed apology, we thought it had been done.  
107  
108 Pat Parkinson asked that several months ago people in that area were concerned about the run  
109 off, was that taken care of?  
110  
111 Chris Thompson reported that the City installed a storm drain line in the road. A line was ran to  
112 each home that was having water problems, to help get rid of the water.  
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114 Discussion about the Black Horse Run area water problem.  
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116 Stacy Geroli a homeowner next to the easement has concerns. The HOA is supposed to be  
117 maintaining the trail by her property and have not been doing so. We have been maintaining the  
118 area by our property. If the City is going to abandon the easements to the HOA, are they going  
119 to maintain it? We have been promised on multiple occasions by the Code Enforcement Officer  
120 and the HOA that it will be done. If they do not want to maintain it we would want to close off  
121 our property and that is what they don't want us to do.  
122  
123 Berry Wilkins said we do have the easement to maintain the trail but not the Geroli's property.  
124  
125 Councilman Leifson made a **Motion** to move out of Public Hearing.  
126 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:21 p.m.  
127  
128 Mayor Andersen asked if the easement is part of the HOA, shouldn't the HOA maintain it?  
129  
130 Junior Baker said if the easement is abandoned to the HOA it will be between the home owner  
131 and the association. We do have the City Code standards for the weeds.  
132  
133 Councilman Nielson asked when the Black Horse Run plat was approved if the trail was included.  
134  
135 Junior Baker stated that it included the public utility easement and a public trail access  
136 easement. We feel that the City does not need this easement and are willing to abandon the  
137 public trail access easement.  
138  
139 Discussion about the easement.  
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141 Mayor Andersen stated that if the city approves this ordinance then the HOA gets the easements  
142 and will need to take care of the easements.  
143

144 Councilman Scoubes asked how do we know who to abandon the easements to? How do we  
145 know if it's the property owner or the HOA? There are two owners in this area, the HOA and the  
146 Geroli's. Why should we abandon this to one when there are two owners involved?  
147

148 Discussion about owners of the easements.  
149

150 Councilman Scoubes made a **Motion to Table** this to March 1 Ordinance #01-11 Abandonment of  
151 Trail and Easement in Black Horse Run for further research.

152 Councilman Davis **Seconded** and the motion **Passed** all in favor by a roll call vote.  
153

154 Councilman Davis made a **Motion** to move into Public Hearing to discuss FY 2011 Budget  
155 Revision 2.

156 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 7:44 p.m.  
157

### 158 **FY 2011 Budget Revision 2**

159 Kent Clark explained that our budget is always changing and getting updated. The general fund  
160 is run by taxes. Our sales tax in the city has declined over the years. Our building permits are  
161 down. Property taxes have increased over 10 years. The current budget is \$59 million and the  
162 proposal is for \$62 million. The \$62 million is what is being proposed for approval.  
163

164 Mayor Andersen welcomed any public comment.  
165

166 There was no public comment.  
167

168 Councilman Leifson made a **Motion** to move out of Public Hearing.

169 Councilman Dart **Seconded** and the motion **Passed** all in favor at 8:01 p.m.  
170

171 Councilman Scoubes pointed out in comparing Revision 1 and Revision 2 in the expenditures the  
172 city has saved about \$45,000.00.  
173

174 Councilman Leifson made a **Motion** to **approve** FY 2011 Budget Revision 2.

175 Councilman Nielson **Seconded** and the motion **Passed** all in favor by a roll call vote.  
176

### 177 **CONSENT ITEMS:**

- 178 a. Minutes of Spanish Fork City Council Meeting - January 18, 2011; January 14 &15, 2011.
- 179 b. Proposed Agreement for services to prepare environmental studies as part of National  
180 Park Service park conversion process.
- 181 c. 800 North CDBG Grant, Change Order #3 Ratification
- 182 d. Impact Fee Consultant Contract with TischlerBise for Phase #1
- 183 e. I-15 ICORE Waterline Relocation Supplemental Agreement  
184

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

186 Councilman Dart **Seconded** and the motion **Passed** all in favor.  
187

### 188 **NEW BUSINESS:**

189 **Resolution #11-02 Making Appointments to the South Utah Valley Municipal Water**  
190 **Association Board and Technical Committee**

191 Mayor Andersen stated that this Resolution appoints Councilman Nielson to serve on the board  
192 and Chris Thompson as the alternate.

193 Mayor Andersen appointed Chris Thompson to serve on the Technical Committee.  
194

195 Councilman Dart made a **Motion** to **approve** Resolution#11-02 Making Appointments to the  
196 South Utah Valley Municipal Water Association Board and Technical Committee.

197 Councilman Leifson **Seconded** and the motion **passed** all in favor by roll call vote.  
198

### 199 **Windward Engineering Lease**

200 Junior Baker stated that Windward Engineering wants to build a building on our property they are  
201 leasing from the City. UMPA is leasing it from the City and they are subleasing to Windward  
202 Engineering. They are going to pay us \$550.00 per month. At the end of the lease we get the  
203 building, they will have to remove the towers or turbines.  
204

205 Councilman Scoubes made a **Motion** to **approve** the Windward Engineering Lease.

206 Councilman Dart **Seconded** and the motion **Passed** all in favor.  
207

### 208 **Board Appointments**

209 Mayor Andersen appointed Don Graham & Shauna Warnick to the Library Board.  
210

211 Councilman Dart made a **Motion** to **approve** the Mayor's appointment of Don Graham & Shauna  
212 Warnick to the Library Board.

213 Councilman Davis **Seconded** and the motion **Passed** all in favor.  
214

215 Mayor Andersen appointed Dan Degraw, Ruth Peay & Shirley Oberg to the Senior Citizens  
216 Board.  
217

218 Councilman Dart made a **Motion** to **approve** the Mayor's appointment of Dan Degraw, Ruth Peay  
219 & Shirley Oberg to the Senior Citizens Board.

220 Councilman Leifson **Seconded** and the motion **Passed** all in favor.  
221

222 Councilman Nielson made a **Motion** to **adjourn** to Closed Session to discuss Legal.

223 Councilman Dart **Seconded** and the motion **Passed** all in favor at 8:15 p.m.  
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225 **ADJOURN:**  
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227 **ADOPTED:**  
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229 Angie Warner, Deputy Recorder  
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# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: February 4, 2011  
Re: UT-WARN Agreement

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## Staff Report

The Division of Drinking Water and the Utah Division of Water Quality have sponsored an interagency agreement that would facilitate providing or receiving aid from other water or waste water utilities in an emergency. This agreement outlines a fair and practical method of reimbursement for that aid as well as lists of the available resources.

The city attorney and public works have reviewed this document and recommend the city council's approval.

Attached: Proposed Agreement





State of Utah

GARY R. HERBERT  
Governor

GREG BELL  
Lieutenant Governor

Department of  
Environmental Quality

Amanda Smith  
Executive Director

DIVISION OF DRINKING WATER  
Kenneth H. Bousfield, P.E.  
Director

DIVISION OF WATER QUALITY  
Walter L. Baker, P.E.  
Director

October 6, 2010

RICHARD HEAP  
SPANISH FORK CITY  
40 S MAIN  
SPANISH FORK, UT 84660

Dear Mr. HEAP:

Subject: Utah Water and Wastewater Agency Response Network

The Utah Water and Wastewater Agency Response Network (UT-WARN) has been formed by your peers, state agencies and associations that represent your interests. The WARN system is a nationwide initiative that is intended to facilitate coordinated emergency response and assist with reimbursement in disasters for agencies who do respond. UT-WARN is a no-cost insurance policy for systems when they are faced with an emergency or disaster that overwhelms their ability to respond. It also will be the means of coordinating interstate response in federally declared disasters.

As leaders of Utah's Department of Environmental Quality and Utah's water and wastewater primacy agencies we understand the importance of seeing that the recovery of these vital components of our infrastructure occurs in as timely a manner as possible following an incident. We therefore urge all of Utah's drinking water and wastewater systems to join UT-WARN if they have not already done so. Information about joining is available at [www.utwarn.org](http://www.utwarn.org).

Please join us in supporting this important piece of Utah's disaster and emergency response preparedness.

Thank you,

Kenneth H. Bousfield, P.E., Director  
Utah Division of Drinking Water

Walter L. Baker, P.E., Director  
Utah Division of Water Quality

## MUTUAL AID AGREEMENT FOR UTAH WATER AND WASTEWATER AGENCIES

THIS COOPERATION AGREEMENT is entered into this day of \_\_\_\_\_, by \_\_\_\_\_ and Utah Water/Wastewater Agency Response Network (UT-WARN) members.

### ARTICLE I. PURPOSE

This Agreement is made and entered into by those water and wastewater agencies that have adopted and signed this Agreement to provide mutual assistance in times of emergency. This water and wastewater mutual aid program is established to provide a method whereby participating water and wastewater utilities which sustain damage from natural or man-made disasters can obtain emergency assistance, in the form of personnel, equipment, materials and other associated services necessary, from other water and wastewater utilities. The Agreement also provides a method whereby responding utilities may be provided with reimbursement for personnel, equipment, materials and other associated services that are made available on an emergency basis. Nothing herein is intended to replace or terminate any pre-existing agreement between any of the Participating Utilities that provide assistance by one Participating Utility's department within the political boundaries of another on a regular or routine basis. Participating Utilities intend by this Agreement to commit to assist each other whenever possible, while allowing each Participating Utility the sole discretion to determine when its personnel and equipment cannot be spared for assisting other Participating Utilities.

In consideration of the mutual covenants and Agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency in accordance with the terms and conditions of this Agreement.

### ARTICLE II. DEFINITIONS

- A. **AGREEMENT** – The Mutual Aid Agreement for Utah Water and Wastewater Agencies. The original Agreement(s) and all signatory pages shall be kept at the Rural Water Association of Utah (RWAU) Office, 76 East Red Pine Drive, Alpine, Utah, 84004-1557.
- B. **PARTICIPATING UTILITY** or **PARTICIPATING UTILITIES** – Any water and/or wastewater utility or utilities which execute this Agreement.
- C. **REQUESTING UTILITY** – Any Participating Utility which sustains physical damage to its water and/or wastewater system due to natural or man-made causes that seeks assistance pursuant to this Agreement.
- D. **ASSISTING UTILITY** – Any Participating Utility which agrees to provide assistance to a Requesting Utility pursuant to this Agreement.
- E. **AUTHORIZED REPRESENTATIVE** – An employee of a Participating Utility authorized by that utility's governing board or council to request or offer assistance under the terms of this Agreement.
- F. **PERIOD OF ASSISTANCE** – The period of time beginning with the mobilization of any personnel of the Assisting Utility from any point for the purpose of traveling to the Requesting Utility in order to provide assistance and ending upon the

- demobilization of all personnel of the Assisting Utility, after providing the assistance requested, to their residence or place of work whichever is first to occur.
- G. SCHEDULE OF EQUIPMENT RATES – The latest rates published by the Federal Emergency Management Agency (FEMA) under the response and recovery directorate applicable to major disasters and emergencies or the pre-published schedule provided by a Participating Utility by January 15 of each year.
- H. WORK OR WORK-RELATED PERIOD – Any period of time in which either the personnel or equipment of the Assisting Utility are being used to render assistance to the Requesting Utility. Specifically included within such period of time are breaks when the personnel of the Assisting Utility will return to work within a reasonable period of time. Also, included is mutually agreed upon rotation(s) of personnel and equipment.
- I. EMERGENCY – Any disaster or calamity involving the area of operation of the Participating Utilities, caused by fire, flood, storm, earthquake, civil disturbance, terrorism, or other condition which is or is likely to be beyond the control or ability of the services, personnel, equipment and facilities of a Participating Utility or a “disaster”, “state of emergency” or “local emergency” as those terms are defined by the *Disaster Response and Recovery Act* as set forth in Title 63, Chapter 5a, *Utah Code*, as those sections currently exist or may hereafter be amended.
- J. EXPENSES – All costs incurred by the Assisting Utility during the Period of Assistance to provide personnel, equipment, materials and other associated services when responding to the Requesting Utility as defined in Article XI.
- K. UTAH WATER AND WASTEWATER AGENCY RESPONSE NETWORK (UT-WARN) – The network formed by the Participating Utilities by and through this Agreement and the administration of that network.

### ARTICLE III. APPLICABILITY

This Agreement is available to all water and wastewater agencies, public and private, in the State of Utah upon signing of the Agreement and providing a resource equipment list and a schedule of equipment and manpower rates to UT-WARN.

### ARTICLE IV. ADMINISTRATION

The administration of the Utah Water and Wastewater Agency Response Network (UT-WARN) will be through the UT-WARN Steering Committee (WSC). The WSC shall be made up of one representative from:

- A large water system with a population in excess of 10,000.
- A small water system with a population less than 10,000.
- A large wastewater system with a population in excess of 10,000.
- A small wastewater system with a population less than 10,000.
- The Utah Division of Drinking Water (DDW).
- The Utah Division of Water Quality (DWQ).
- The Utah Division of Homeland Security (UDHS).
- The Inter-Mountain Section of the American Water Works Association (AWWA).
- The Rural Water Association of Utah (RWAU).

- The Water Environment Association of Utah (WEAU).

Representatives to the WSC from the respective agencies shall be named by those agencies. Representatives from large and small systems shall be elected at the UT-WARN Annual Meeting. An individual may represent more than one agency, association or type of system as long as the minimum number of members to the WSC is never less than seven (7).

The WSC shall:

- A. Sponsor an annual meeting for Participating Utilities.
- B. Maintain a data base of information, through one of the WSC participating agencies or associations, of all Participating Utilities.
- C. Meet as a committee to address and resolve concerns, create and modify procedures and any additional policy or legal issues related to UT-WARN.
- D. Maintain a web site to facilitate the flow of resources.
- E. The web site may be pass-word protected for only the use of Participating Utilities if deemed appropriate by the WSC.

#### ARTICLE V. PROCEDURE

In the event that a particular Participating Utility becomes a Requesting Utility, the following procedure shall be followed:

- A. A Participating Utility shall not be held liable for failing to respond or failing to provide assistance.
- B. Each Participating Utility agrees to respond, when practicable, to requests for emergency assistance by providing such resources as are reasonably available to the Assisting Utility. The Assisting Utility shall have the discretion of determining which resources are reasonably available.
- C. The execution of this Agreement shall not create any duty to respond on the part of any Participating Utility.
- D. The Requesting Utility may contact UT-WARN to request needed resources .
- E. UT-WARN will assess the needs of the emergency and the available resources using its data bases and will contact Participating Utilities that may be able to provide the requested resources.
- F. When contacted by UT-WARN, the Authorized Representative of a Participating Utility shall assess if it is capable of providing assistance. If the Authorized Representative determines that the Assisting Utility is capable and willing to provide assistance, the Assisting Utility will notify UT-WARN and provide UT-WARN with information regarding available resources.
- G. The personnel and equipment of the Assisting Utility shall remain, at all times, under the direct supervision of the designated supervisory personnel of the Assisting Utility. The Incident Commander or Unified Commander shall provide Work assignments and suggest schedules for the personnel and equipment of the Assisting Utility; however, the designated supervisory personnel of the Assisting Utility shall have the exclusive responsibility and authority for assigning Work and establishing Work schedules for the personnel and equipment of the Assisting Utility. The designated supervisory personnel shall maintain daily personnel time records and a log of

- equipment hours, be responsible for the operation and maintenance of the equipment furnished by the Assisting Utility, see to the safety of Assisting Utility personnel and report work progress to the Requesting Utility and/or the Incident Commander.
- H. When possible, the Requesting Utility shall supply reasonable food and shelter for the Assisting Utility personnel. If the Requesting Utility does not provide food and shelter for responding personnel, the Assisting Utility designated supervisor is authorized to secure the resources reasonably necessary to meet the needs of its personnel. The cost for such resources must not exceed the state per diem rate for that area. Where costs exceed the per diem rate, Assisting Utility must document and demonstrate that the additional costs were reasonable and necessary under the circumstances.
  - I. The Requesting Utility shall provide a communications plan to the Assisting Utility prior to arrival.
  - J. The command structure established during the Emergency shall comply with the requirements of the National Incident Management System (NIMS).
  - K. The Incident Commander or Unified Commander shall, as soon as reasonably possible, release the personnel, equipment and materials of the Assisting Utility from the Emergency. The personnel, equipment and materials of the Assisting Utility should be released before the personnel, equipment, and materials of the Requesting Utility are released.
  - L. To the extent permitted by law, Assisting Utility personnel who hold valid licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified period of assistance.
  - M. Personnel, equipment and materials of the Assisting Utility shall be released from the Emergency when it is determined by the Incident Commander or the Unified Commander that the services provided by the Assisting Utility are no longer required or when the supervisory personnel of the Assisting Utility informs the Incident Commander or the Unified Commander that the personnel, equipment and materials provided by the Assisting Utility are needed to perform duties within the Assisting Utility's water or wastewater system.

#### ARTICLE VI. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be determined by standard and prevailing rates of the Participating Utilities. If the Assisting Utility and the Requesting Utility agree to the reimbursement of expenses, reimbursement shall be in accordance with the following provisions:

- A. PERSONNEL – During the Period of Assistance, the Assisting Utility shall continue to pay its employees according to its then prevailing rules, regulations, policies and procedures. The Requesting Utility shall reimburse the Assisting Utility for all direct and indirect payroll costs and expenses incurred during the Period of Assistance, including, but not limited to, employee pensions and benefits.
- B. EQUIPMENT – The Assisting Utility shall be reimbursed for the use of its equipment during the Period of Assistance according to the *Schedule of Equipment Rates* established and published by FEMA. All Participating Utilities shall provide a list of equipment available and the rates for that equipment upon executing this Agreement.

If an Assisting Utility uses an alternate basis of rates for equipment listed on the FEMA *Schedule of Equipment Rates*, the rates of the Assisting Utility shall prevail.

- C. MATERIALS AND SUPPLIES – The Assisting Utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, unless such damage is caused by the negligence of the Assisting Utility’s personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged. In the alternative, the parties may agree that the Requesting Utility will replace, with a like kind and quality as determined by the Assisting Utility, the materials and supplies used or damaged.
- D. PAYMENT – Unless mutually agreed otherwise, the Assisting Utility should bill the Requesting Utility for all expenses no later than ninety (90) days following the release of the Assisting Utility’s personnel and equipment from the Period of Assistance. The Requesting Utility shall pay the bill in full no later than forty-five (45) days following the billing date. Unpaid bills shall become delinquent upon the forty-sixth (46<sup>th</sup>) day following the billing date. The Assisting Utility may request additional periods of time within which to submit the itemized bill, and Requesting Utility shall not unreasonably withhold consent to such request. The Requesting Utility must pay the bill in full on or before the forty-fifth (45<sup>th</sup>) day following the billing date. The Requesting Utility may request additional periods of time within which to pay the itemized bill, and Assisting Utility shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one year after the date a final itemized bill is submitted to the Requesting Utility.
- E. Each Assisting Utility and their duly authorized representatives shall have access to a Requesting Utility’s book, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Utility and their duly authorized representatives shall have access to the Assisting Utility’s books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.
- F. DISPUTED BILLINGS – Those undisputed portions of a billing should be paid under this payment plan.
- G. Disputed portions of the billing should be worked out by negotiations between the two parties in accordance to established procedures..

#### ARTICLE VII. INSURANCE

Each Participating Utility shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Participating Utility may enjoy.

#### ARTICLE VIII. NO SEPARATE ENTITY OR ACQUISITION OF PROPERTY

This Agreement is an interlocal cooperative Agreement under Utah Code, as between the public agencies executing this Agreement and is a standard Agreement as between the

private entities and the public agencies executing this Agreement. This Agreement does not create any separate legal entity.

No real or personal property shall be acquired jointly by the Participating Utilities to perform the conditions of this Agreement unless such acquisition is specifically agreed to in writing by all Participating Utilities.

#### ARTICLE IX. LAWFUL RESPONSIBILITY

This Agreement shall not relieve any Participating Utility of any obligation or responsibility imposed upon it by law or other Agreement.

#### ARTICLE X. INDEMNIFICATION AND HOLD HARMLESS

- A. Consistent with Utah Code ., the Requesting Utility agrees to indemnify and save harmless the Assisting Utility and the officers, employees and representatives of the Assisting Utility, if they are acting within the course and scope of their duties, from all claims, suits actions, damages and costs of every kind, including but not limited to reasonable attorney's fees and court costs arising or resulting from the performance or provision of services and materials by the Assisting Utility under this Agreement unless there is a determination that such claims are the result of negligence of the Assisting Utility or the officers, employees or representatives of the Assisting Utility.
- B. The Assisting Utility shall hold harmless and indemnify the Requesting Utility and the officers, employees and representatives of the Requesting Utility against any liability for any and all claims arising from any damages or injuries caused by negligence of the Assisting Utility or the officers, employees or representatives of the Assisting Utility except to the extent of the negligence of the Requesting Utility or the officers, employees or representatives of the Requesting Utility.
- C. Subject to the foregoing, nothing in this Agreement shall be construed as an Agreement by a Participating Utility to indemnify or hold harmless, or in any way assume liability if there is a determination that any personal injury, death or property loss or damage caused by the negligence of any other Participating Utility or person.
- D. Nothing herein shall be construed to waive any of the privileges and immunities associated with utility services or other related services, including emergency services, or of any other nature of any of the Participating Utilities. No party waives any defenses or immunity available under the Utah Governmental Immunity Act , nor does any party waive any limits of liability currently provided by the Act.
- E. Each Participating Utility shall be solely responsible for providing workers compensation and benefits for its own personnel who provide assistance under this Agreement unless the parties otherwise agree. Each Participating Utility shall provide insurance or shall self insure to cover the negligent acts and omissions of its own personnel rendering services under this Agreement.

#### ARTICLE XI. TERM

This Agreement shall have an initial term of fifty (50) years commencing upon the effective date of the Agreement.

#### ARTICLE XII. TERMINATION

Any Participating Utility may terminate its obligation under and participation in this Agreement, with or without cause, by giving all other Participating Utilities thirty (30) days prior written notice of the intent to terminate. The termination of this Agreement by any individual Participating Utility shall not affect the validity of the Agreement as to the remaining Participating Utilities. Withdrawal from this agreement shall in no way affect a Requesting Utility's duty to reimburse the Assisting Utility for costs incurred during a Period of Assistance, which duty shall survive such withdrawal.

#### ARTICLE XIII. WHOLE AGREEMENT, AMENDMENTS

This Agreement constitutes the whole Agreement of the parties, written or oral, between the parties. This Agreement may be amended in whole or in part at any time by the Participating Utilities by submitting a written amendment to the WSC. If a majority of the WSC agrees with the amendment, the amendment shall be submitted to the UT-WARN membership. A vote by the membership will be held by mail following procedures outlined in Article IV of this Agreement. Members who fail to vote will have their vote counted as an affirmative vote.

#### ARTICLE XIV. SEVERABILITY

If any provisions of this Agreement are held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.

#### ARTICLE XV. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any party or person not named as a Participating Utility specifically herein, or which does not become a signatory hereto as provided herein.

#### ARTICLE XVI. EFFECTIVE DATE

This Agreement shall be effective as to the Participating Utility executing this Agreement upon the date of execution of this Agreement by the Participating Utility, submittal of a resource equipment list and a schedule of equipment and manpower rates.

#### ARTICLE XVII. AUTHORIZATION

The individuals signing this Agreement on behalf of the Participating Utility confirm that they are a duly Authorized Representative of the Participating Utility and are lawfully enabled to sign this Agreement on behalf of the Participating Utility.

#### ARTICLE XVIII. REVIEW BY AUTHORIZED ATTORNEY

In accordance with Utah Code this Agreement shall be submitted to the attorney authorized to represent each Participating Utility for review as to proper form and compliance with applicable law before this Agreement may take effect.

#### ARTICLE XIX. RESOLUTIONS OF APPROVAL NOT REQUIRED

This Agreement may be approved and executed as an executive function in accordance with the provisions of the *Interlocal Cooperation Act* and the adoption of a resolution of approval is not required.

ARTICLE XX. COUNTERPARTS

This Agreement and any amendments to it may be executed in counterparts, each of which shall be deemed an original.

ARTICLE XXI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.

ARTICLE XXII. FILING OF AGREEMENT

An executed counterpart of this Agreement shall be filed with the keeper of records of each Participating Utility. An executed counterpart of this Agreement shall also be filed at the offices of RWAU.

In witness whereof, each Participating Utility hereto has executed this Agreement on the respective signature page of that Participating Utility as of the date specified by its signature block.

ARTICLE XXIII. PERSONNEL NOT AGENTS

The employees of the Participating Utilities providing services pursuant to or consistent with the terms of this Agreement are solely the officers, agents, or employees of the entity that hired them. Each Participating Utility shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims, and each public entity shall hold the other harmless therefrom. The Participating Utilities shall not be liable for compensation or indemnity to any other Participating Utility's employee for any injury or sickness arising out of his or her employment, and the Participating Utilities shall not be liable for compensation or indemnity to any Participating Utility employee for injury or sickness arising out of his or her employment, and each party hereby agrees to hold the other party harmless against any such claim.

ARTICLE XXIV. ADDITIONAL UTILITIES

Any subdivision of the State of Utah not specifically named herein ("Prospective Utility") which shall hereafter sign this Agreement or a copy hereof shall become a Participating Utility hereto provided that it first give 30 days written notice to each Participating Utility hereto of its intent to become a Participating Utility, and provided that a majority of the Participating Utility shall not within 30 days thereafter notify the WSC in writing that they object to the Prospective Utility becoming a party hereto. In the event that a majority of the Agencies objects to the Prospective Utility becoming a party hereto, then the WSC shall promptly notify the Prospective Utility that its application was rejected. A Prospective Utility thus rejected may reapply for membership hereunder after one year has passed. Any Participating Utility which becomes a newly accepted Participating Utility to this Agreement is entitled to all the rights and privileges and subject to the obligations of any Participating Utility as set out herein.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the participating utility listed here, as a Participating Utility duly executes this Mutual Aid Agreement for Utah Water and Wastewater Agencies this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Water and/or Wastewater Utility \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form and legality

By: \_\_\_\_\_  
Utility's Attorney



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: February 7, 2011  
Re: I-15 CORE Electrical Reconstruction Supplemental Agreement

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## Staff Report

UDOT has submitted the as-built drawing for the completed electrical line relocations they have completed. The purpose of this submittal is for Spanish Fork City to acknowledge completion of these projects and that the work was performed to meet city requirements. Only work that has been completed is being presented for signature at this time.

We recommend that this supplemental agreement be approved acknowledging the said relocation work and submitted as-builts.

Attached: Proposed Supplemental Agreement



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**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 7101

THIS SUPPLEMENTAL AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the UTAH DEPARTMENT OF TRANSPORTATION ("UDOT") and SPANISH FORK CITY ELECTRIC DEPARTMENT, 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. 108504. 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-U50 – Locations are along I-15 in Spanish Fork. I-15 CORE Main Line stations 925+70, 952+65, 984+00 and 1003+00.

Description of work to be performed, including proposed location:

Design-Builder Design Package: Z-U50 Spanish Fork City Power System

Adjustments

Work consists of:

- Placing new poles,
- Adding distribution arms and guys,
- Placing 25 kV insulated distribution conductor spacers,
- Relocating single phase sectionalizer,
- Placing 6-inch conduit and underground cable,
- Relocating buried electric line servicing the billboard,
- Removing an existing pole sectionalizer, and
- Inspection of installations and new equipment.

See Exhibit A-1, A-2, and A-3 for the design plans. Additional MOT along the I-15 CORE Mainline can be found in the design packages Z-MT1 and Z-MT2.

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 ESTIMATED COST OF SUPPLEMENTAL AGREEMENT NO. 7101 – \$Incl'd

TOTAL ESTIMATED COST OF UDOT PARTICIPATION - \$Incl'd

TOTAL ESTIMATED 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 Electric Department, 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**

<b>Exhibit A-1</b>	<b>Design-Builder Design Sheets</b>
<b>Exhibit A-2</b>	<b>Design-Builder Utility Relocation Sheets</b>
<b>Exhibit A-3</b>	<b>Design-Builder Traffic Control Sheet</b>
<b>Exhibit B</b>	<b>Design-Builder Schedule</b>

EXHIBIT A-1

# POWER LINE CROSSINGS

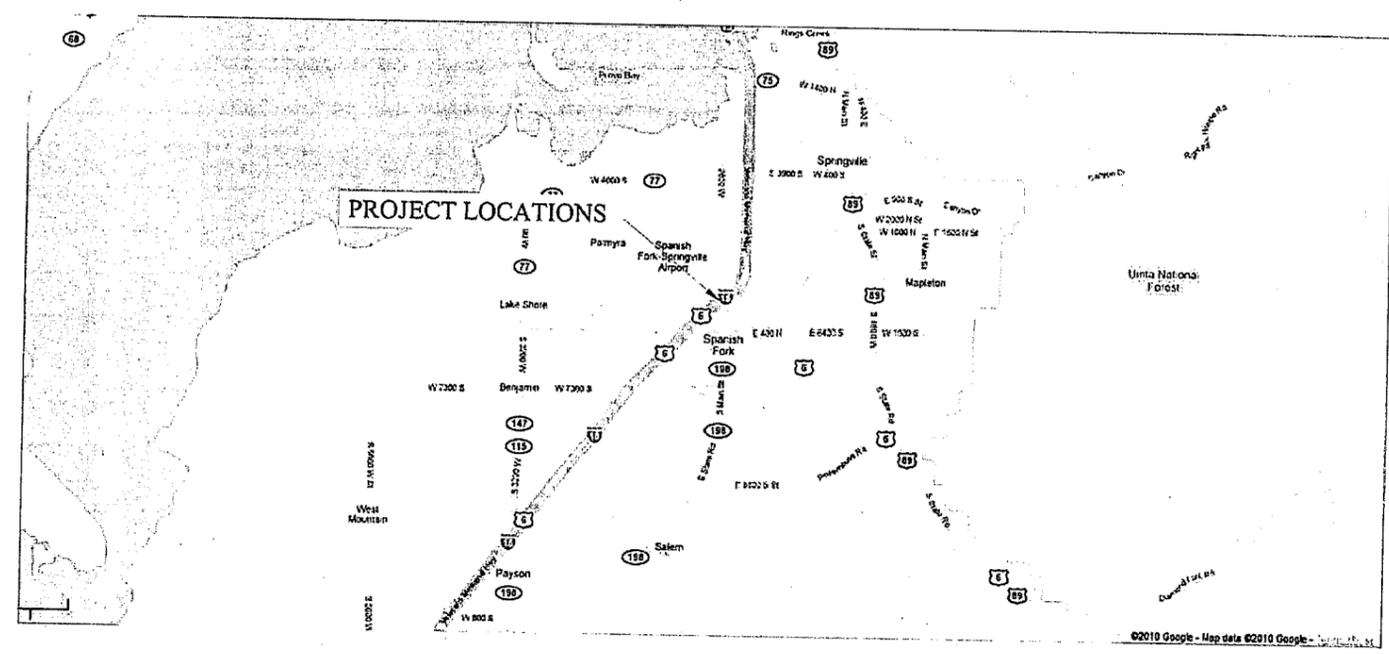
## STATION 925+70

### &

## STATION 952+65

# SPANISH FORK, UTAH

PROVO RIVER CONSTRUCTORS



- SHEET 1: COVER SHEET
- SHEET 2: PLAN OVERVIEW
- SHEET 3: PLAN, PROFILE, SAG & TENSION 925+70
- SHEET 4: PLAN, PROFILE, SAG & TENSION 952+65
- SHEET 5: STRUCTURE DWG'S & MATERIAL LIST 925+70
- SHEET 6: STRUCTURE DWG'S & MATERIAL LIST 952+65
- SHEET 7: TURNER ELECTRIC AIR BREAK SWITCH
- SHEET 8: COVER SHEET
- SHEET 9: WILLIAMS LANE UG RELOCATION
- SHEET 10: EXISTING UTILITY
- SHEET 11: SPANISH FORK UG STANDARD 44
- SHEET 12: SPANISH FORK UG STANDARD 45 & 46
- SHEET 13: WILLIAMS LANE BILL OF MATERIALS
- SHEET 14: SOM BILLBOARD #162 UG RELOCATION
- SHEET 15: SOM BILLBOARD #162 BILL OF MATERIALS

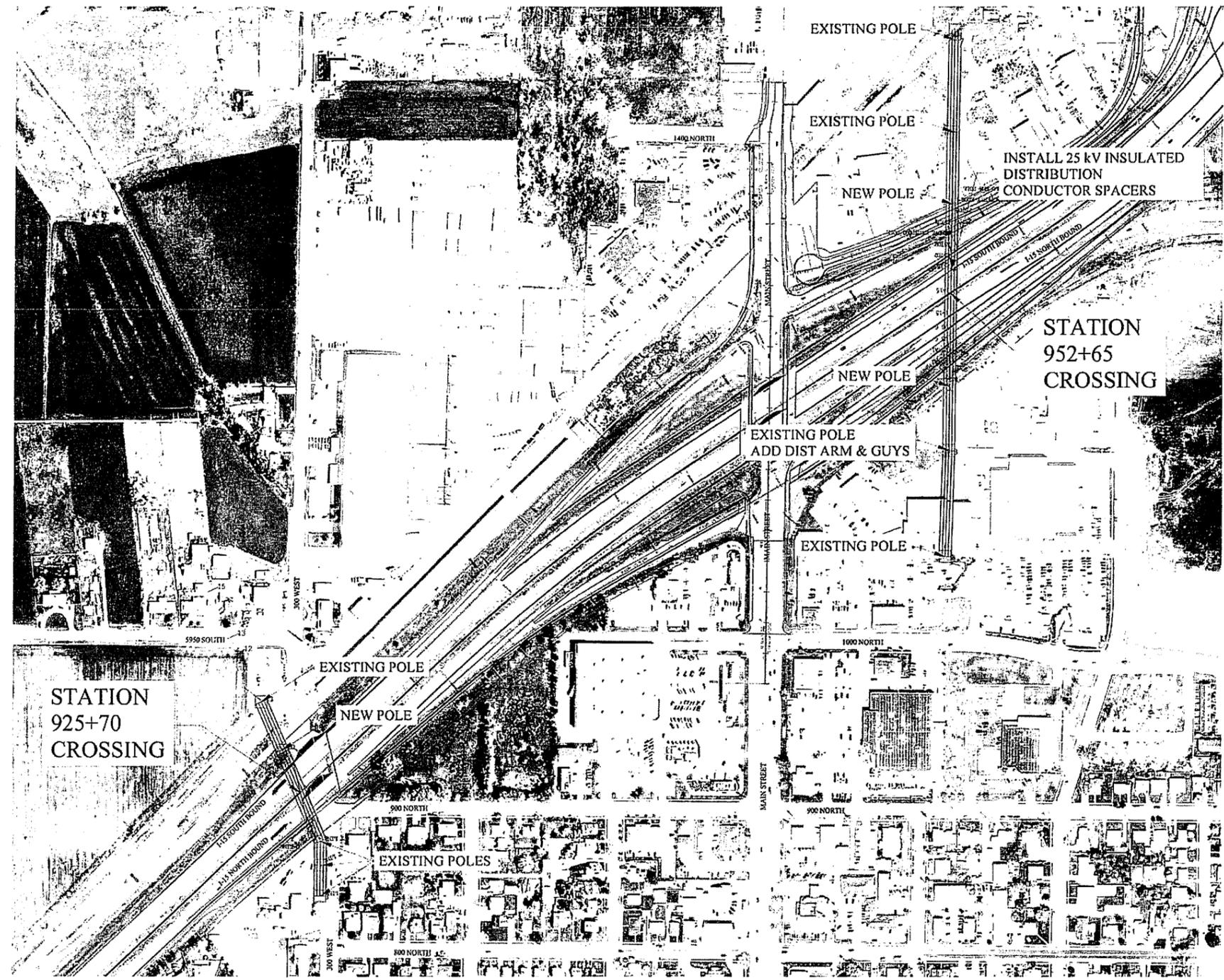
3rd party check print *[Signature]* Date 8-2-10  
(Spanish Fork Power)



DATE: 04/08/10		UTAH DEPT OF TRANSPORTATION	
DES: OES		I-15 CROSSING	
DR: BBT	CH: DJW	SPANISH FORK, UTAH	
ENG: OES		PROVO RIVER CONSTRUCTORS	
SCALE: AS SHOWN	SHEET 1 OF 15	Z-U50	REV. D

NO.	DATE	BY	CHK	APP	NO.	DATE	REVISION	
							PERCENT COMPLETE	PERCENT CORRECTED
A	04-08-10	OES	DJW				60 PERCENT COMPLETE	
B	05-07-10	OES	DJW				60 PERCENT CORRECTED	
C	07-14-10	OES	DJW				100 PERCENT COMPLETE	
D	07-22-10	OES	DJW				100 PERCENT CORRECTED	

EXHIBIT A-1



PROVO RIVER CONSTRUCTORS

BY	CHK	APP	No.	DATE
OES	DIW			



3rd party check print (Spanish Fork Power) *KP* Date 8-2-10

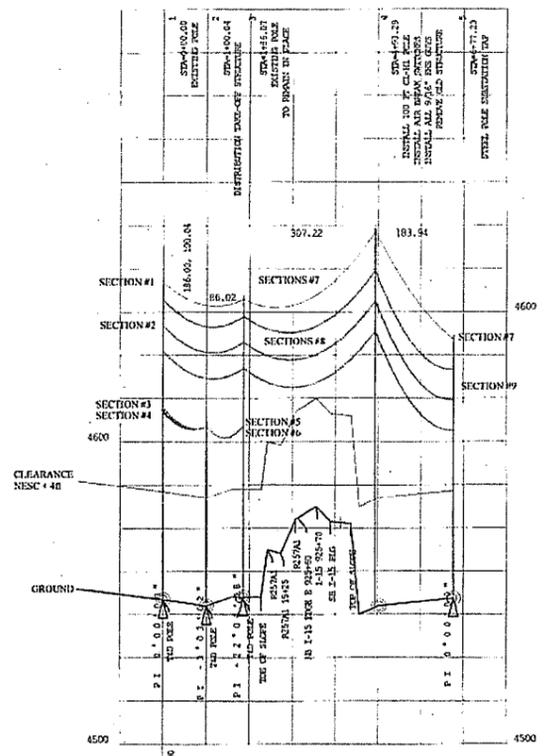
200.0 FT. HORIZ. SCALE

UTAH DEPT OF TRANSPORTATION I-15 CROSSING SPANISH FORK, UTAH			
PROVO RIVER CONSTRUCTORS			
DATE	SCALE	SHEET 2 OF 15	REV. D
04-08-10	NONE		
05-07-10			
07-14-10			
07-22-10			

REVISION	DATE
60 PERCENT COMPLETE	
60 PERCENT CORRECTED	
100 PERCENT COMPLETE	
100 PERCENT CORRECTED	

RE-SAG EXISTING CONDUCTORS

EXHIBIT A-1



Section Sagging Data

Sec. No.	Cable File Name	From Str.	To Voltage Str.	Pulling Span (ft)	Condition	Temp. (deg F)	Sagging Data (ft)	Display
1	7 No. 8_alumoweld.wic	1	2	8	105.8	Creep	60.0	1118.9 450.0 1208.3
2	pelican_accr.wic	1	2	46	103.7	Creep	60.0	3660.0 1920.0 1158.2
3	penguin_accr.wic	1	2	12.5	100.1	Load	60.0	965.3 231.0 115.5
4	penguin_accr.wic	1	2	8	97.4	Load	60.0	965.3 231.0 108.3
5	penguin_accr.wic	2	3	12.5	84.8	Load	60.0	386.1 112.4 351.6
6	penguin_accr.wic	2	3	8	84.6	Load	60.0	386.1 112.4 352.1
7	7 No. 8_alumoweld.wic	3	5	8	205.9	Initial	60.0	1989.9 500.0 1517.3
8	pelican_accr.wic	3	4	46	205.5	Initial	60.0	3661.0 2000.0 1273.0
9	pelican_accr.wic	4	5	46	180.6	Initial	60.0	965.3 300.0 893.1

Section Geometry Data  
 Notes: Lengths are arc lengths along the wire at 60 (deg F). Initial. Lengths are adjusted for the number of subconductors and the length of strain insulators.

Sec. No.	Cable File Name	From Str.	To Voltage Str.	No. Phases	Wires	Min. Span (ft)	Max. Span (ft)	Total Cable Length (ft)
1	7 No. 8_alumoweld.wic	1	2	1	1	105.8	105.8	105.8
2	pelican_accr.wic	1	2	3	3	145.7	145.7	525.5
3	penguin_accr.wic	1	2	1	1	100.2	100.2	236.5
4	penguin_accr.wic	1	2	1	1	97.5	97.5	96.1
5	penguin_accr.wic	2	3	1	1	84.6	84.6	249.1
6	penguin_accr.wic	2	3	1	1	84.6	84.6	83.3
7	7 No. 8_alumoweld.wic	3	5	1	1	102.7	102.7	490.3
8	pelican_accr.wic	3	4	3	3	205.6	205.6	805.8
9	pelican_accr.wic	4	5	1	1	102.8	102.8	329.3

Section #1 from structure #1 to structure #3  
 Cable: 7 No. 8\_alumoweld  
 Sagging data: Tension (lbs) 1718.9 Condition C Temperature (deg F) 60  
 Results below for condition "Creep R"  
 Calculations done using actual span lengths and vertical projections

Span Length (ft)	Mid Span (ft)								
30 F	40 F	50 F	60 F	70 F	80 F	90 F	100 F	110 F	120 F
105.8	2.04	2.20	2.35	2.51	2.66	2.81	2.95	3.09	3.22

| Horiz Tension (lbs) |
|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 30 F                | 40 F                | 50 F                | 60 F                | 70 F                | 80 F                | 90 F                | 100 F               | 110 F               | 120 F               |
| 555                 | 514                 | 490                 | 450                 | 425                 | 403                 | 383                 | 366                 | 351                 |                     |

Section #2 from structure #1 to structure #3  
 Cable: pelican\_accr  
 Sagging data: Tension (lbs) 1909.02 Condition C Temperature (deg F) 60  
 Results below for condition "Creep R"  
 Calculations done using actual span lengths and vertical projections

Span Length (ft)	Mid Span (ft)								
30 F	40 F	50 F	60 F	70 F	80 F	90 F	100 F	110 F	120 F
105.7	0.74	0.85	1.00	1.18	1.39	1.64	1.89	2.36	2.41

| Horiz Tension (lbs) |
|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 30 F                | 40 F                | 50 F                | 60 F                | 70 F                | 80 F                | 90 F                | 100 F               | 110 F               | 120 F               |
| 2078                | 2027                | 2026                | 1999                | 1907                | 1764                | 1580                | 1336                | 925                 |                     |

Section #3 from structure #1 to structure #2  
 Cable: pelican\_accr - Neutral  
 Sagging data: Tension (lbs) 200.999 Condition I Temperature (deg F) 60  
 Results below for condition "Creep R"  
 Calculations done using actual span lengths and vertical projections

Span Length (ft)	Mid Span (ft)								
30 F	40 F	50 F	60 F	70 F	80 F	90 F	100 F	110 F	120 F
100.2	0.82	0.90	1.13	1.27	1.40	1.51	1.57	1.62	1.69

| Horiz Tension (lbs) |
|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 30 F                | 40 F                | 50 F                | 60 F                | 70 F                | 80 F                | 90 F                | 100 F               | 110 F               | 120 F               |
| 442                 | 373                 | 324                 | 288                 | 261                 | 242                 | 232                 | 224                 | 216                 |                     |

Section #4 from structure #1 to structure #2  
 Cable: pelican\_accr - Neutral  
 Sagging data: Tension (lbs) 280.699 Condition I Temperature (deg F) 60  
 Results below for condition "Creep R"  
 Calculations done using actual span lengths and vertical projections

Span Length (ft)	Mid Span (ft)								
30 F	40 F	50 F	60 F	70 F	80 F	90 F	100 F	110 F	120 F
97.5	0.76	0.91	1.06	1.20	1.33	1.44	1.50	1.56	1.62

| Horiz Tension (lbs) |
|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 30 F                | 40 F                | 50 F                | 60 F                | 70 F                | 80 F                | 90 F                | 100 F               | 110 F               | 120 F               |
| 434                 | 379                 | 325                 | 289                 | 261                 | 241                 | 231                 | 222                 | 214                 |                     |

Section #5 from structure #2 to structure #3  
 Cable: pelican\_accr - Distribution  
 Sagging data: Tension (lbs) 112.394 Condition I Temperature (deg F) 60  
 Results below for condition "Creep R"  
 Calculations done using actual span lengths and vertical projections

Span Length (ft)	Mid Span (ft)								
30 F	40 F	50 F	60 F	70 F	80 F	90 F	100 F	110 F	120 F
84.0	2.12	2.19	2.25	2.31	2.34	2.38	2.41	2.45	2.49

| Horiz Tension (lbs) |
|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 30 F                | 40 F                | 50 F                | 60 F                | 70 F                | 80 F                | 90 F                | 100 F               | 110 F               | 120 F               |
| 121                 | 118                 | 115                 | 111                 | 110                 | 108                 | 107                 | 105                 | 104                 |                     |

Section #6 from structure #2 to structure #3  
 Cable: pelican\_accr - Neutral  
 Sagging data: Tension (lbs) 112.394 Condition I Temperature (deg F) 60  
 Results below for condition "Creep R"  
 Calculations done using actual span lengths and vertical projections

Span Length (ft)	Mid Span (ft)								
30 F	40 F	50 F	60 F	70 F	80 F	90 F	100 F	110 F	120 F
84.0	2.18	2.26	2.32	2.37	2.41	2.44	2.48	2.51	2.54

| Horiz Tension (lbs) |
|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 30 F                | 40 F                | 50 F                | 60 F                | 70 F                | 80 F                | 90 F                | 100 F               | 110 F               | 120 F               |
| 119                 | 116                 | 113                 | 110                 | 108                 | 107                 | 105                 | 104                 | 103                 |                     |

Section #7 from structure #3 to structure #5  
 Cable: 7 No. 8\_alumoweld - Shield Wire  
 Sagging data: Tension (lbs) 500.632 Condition I Temperature (deg F) 60  
 Results below for condition "Initial R"  
 Calculations done using actual span lengths and vertical projections

Span Length (ft)	Mid Span (ft)								
30 F	40 F	50 F	60 F	70 F	80 F	90 F	100 F	110 F	120 F
306.2	5.42	5.55	5.67	5.79	5.91	6.03	6.15	6.26	6.38

| Horiz Tension (lbs) |
|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 30 F                | 35 F                | 40 F                | 45 F                | 50 F                | 55 F                | 60 F                | 65 F                | 70 F                | 75 F                |
| 567                 | 554                 | 542                 | 530                 | 528                 | 510                 | 500                 | 491                 | 482                 | 473                 |

Section #8 from structure #3 to structure #4  
 Cable: pelican\_accr - Distribution  
 Sagging data: Tension (lbs) 2000 Condition I Temperature (deg F) 60  
 Results below for condition "Initial R"  
 Calculations done using actual span lengths and vertical projections

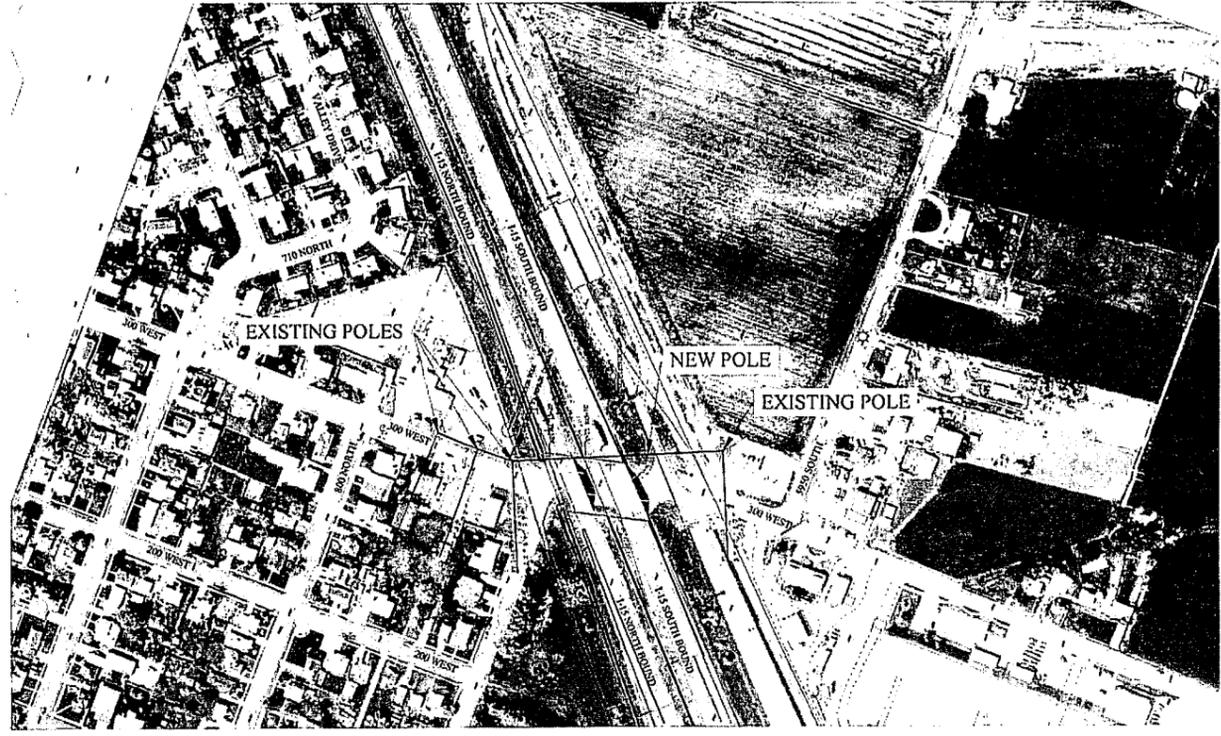
Span Length (ft)	Mid Span (ft)								
30 F	35 F	40 F	45 F	50 F	55 F	60 F	65 F	70 F	75 F
305.0	2.20	2.32	2.44	2.56	2.72	2.97	3.02	3.19	3.36

| Horiz Tension (lbs) |
|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 30 F                | 35 F                | 40 F                | 45 F                | 50 F                | 55 F                | 60 F                | 65 F                | 70 F                | 75 F                |
| 2749                | 2611                | 2478                | 2349                | 2228                | 2111                | 2002                | 1898                | 1803                | 1715                |

Section #9 from structure #4 to structure #5  
 Cable: pelican\_accr - Neutral  
 Sagging data: Tension (lbs) 500 Condition I Temperature (deg F) 60  
 Results below for condition "Initial R"  
 Calculations done using actual span lengths and vertical projections

Span Length (ft)	Mid Span (ft)								
30 F	35 F	40 F	45 F	50 F	55 F	60 F	65 F	70 F	75 F
182.0	3.79	3.89	3.98	4.07	4.16	4.24	4.33	4.41	4.50

| Horiz Tension (lbs) |
|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 30 F                | 35 F                | 40 F                | 45 F                | 50 F                | 55 F                | 60 F                | 65 F                | 70 F                | 75 F                |
| 571                 | 551                 | 544                 | 532                 | 521                 | 510                 | 500                 | 490                 | 481                 | 472                 |



3rd party check print (Spanish Fork Power) Date 8-2-10

UTAH DEPT OF TRANSPORTATION  
 I-15 CROSSING  
 SPANISH FORK, UTAH  
 STATION 925+70 (WITH ABS)  
 PROVO RIVER CONSTRUCTORS

DATE: 04/08/10  
 DES: OES  
 DR: BBH / CH / DJW  
 ENG: OES

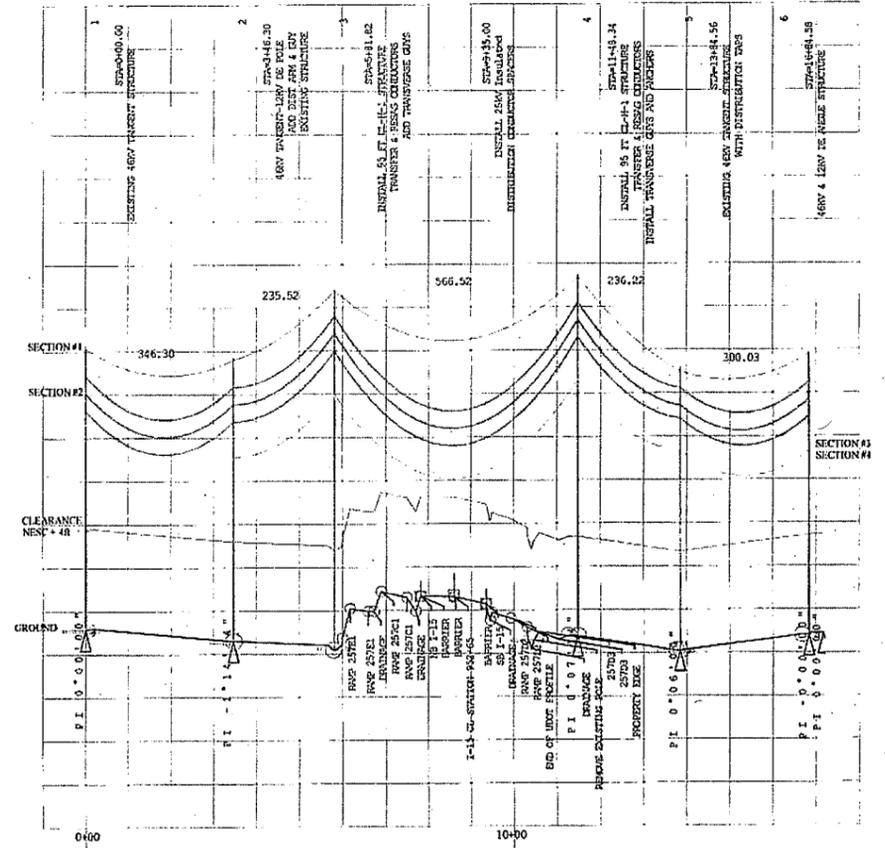
SCALE: AS SHOWN SHEET 3 OF 15 Z-U50

PROVO RIVER CONSTRUCTORS

NO.	DATE	BY	CHK	APP	REVISION
A	04-08-10				60 PERCENT COMPLETE
B	05-07-10				60 PERCENT CORRECTED
C	07-14-10				100 PERCENT COMPLETE
D	07-22-10				100 PERCENT CORRECTED

INITIAL SAG DISTRIBUTION CONDUCTORS

EXHIBIT A-1



Section Sagging Data

Sec. No.	Cable File Name	From Str.	To Str.	To Voltage (kV)	Ruling Span (ft)	Sagging Data	Category	Horiz. Tension Constant (lbs)	Display Category
1	7no_8_alumovoid_wir	1	6	0	404.8	Initial RS	60.0	3819.7	1000.0
2	pelican_acsr_wir	1	6	46	404.6	Initial RS	60.0	3861.0	2000.0
3	penguin_acsr_wir	2	6	12.5	418.8	Initial RS	60.0	2404.7	700.0
4	penguin_acsr_wir	2	6	0	416.8	Initial RS	60.0	2404.7	700.0

Section Geometry Data

Sec. No.	Cable File Name	From Str.	To Str.	Number of Phases	Wires per Phase	Min. Span (ft)	Max. Span (ft)	Ruling Span (ft)	Total Cable Length (ft)
1	7no_8_alumovoid_wir	1	6	1	1	235.5	566.5	404.8	1084.8
2	pelican_acsr_wir	1	6	3	1	234.9	566.5	418.8	1338.0
3	penguin_acsr_wir	2	6	3	1	234.9	566.5	418.8	1338.0
4	penguin_acsr_wir	2	6	1	1	234.9	566.5	418.8	1338.0

Initial Stringing Chart Report

Section #1 from structure #1 to structure #6  
Cable: 7no\_8\_alumovoid - Shield Wire  
Ruling span (ft) 404.829  
Sagging data: Tension (lbs) 1000.00 Condition I Temperature (deg F) 60  
Results below for condition 'Initial RS'  
Calculations done using actual span lengths and vertical projections

Span Length	Mid Sag	Span Vertical Projection								
(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)
346.3	3.35	3.54	3.72	3.92	4.11	4.30	4.49	4.68	4.87	-2.70
235.5	1.56	1.64	1.73	1.82	1.91	2.00	2.09	2.18	2.26	15.94
566.5	9.98	9.49	10.00	10.51	11.04	11.55	12.07	12.57	13.07	3.06
236.2	1.57	1.66	1.74	1.84	1.93	2.02	2.11	2.19	2.28	-22.00
299.4	2.51	2.65	2.79	2.94	3.08	3.22	3.37	3.51	3.65	4.04

Initial Stringing Chart Report

Section #2 from structure #1 to structure #6  
Cable: pelican\_acsr - Transmission Conductor  
Ruling span (ft) 404.6  
Sagging data: Tension (lbs) 2000 Condition I Temperature (deg F) 60  
Results below for condition 'Initial RS'  
Calculations done using actual span lengths and vertical projections

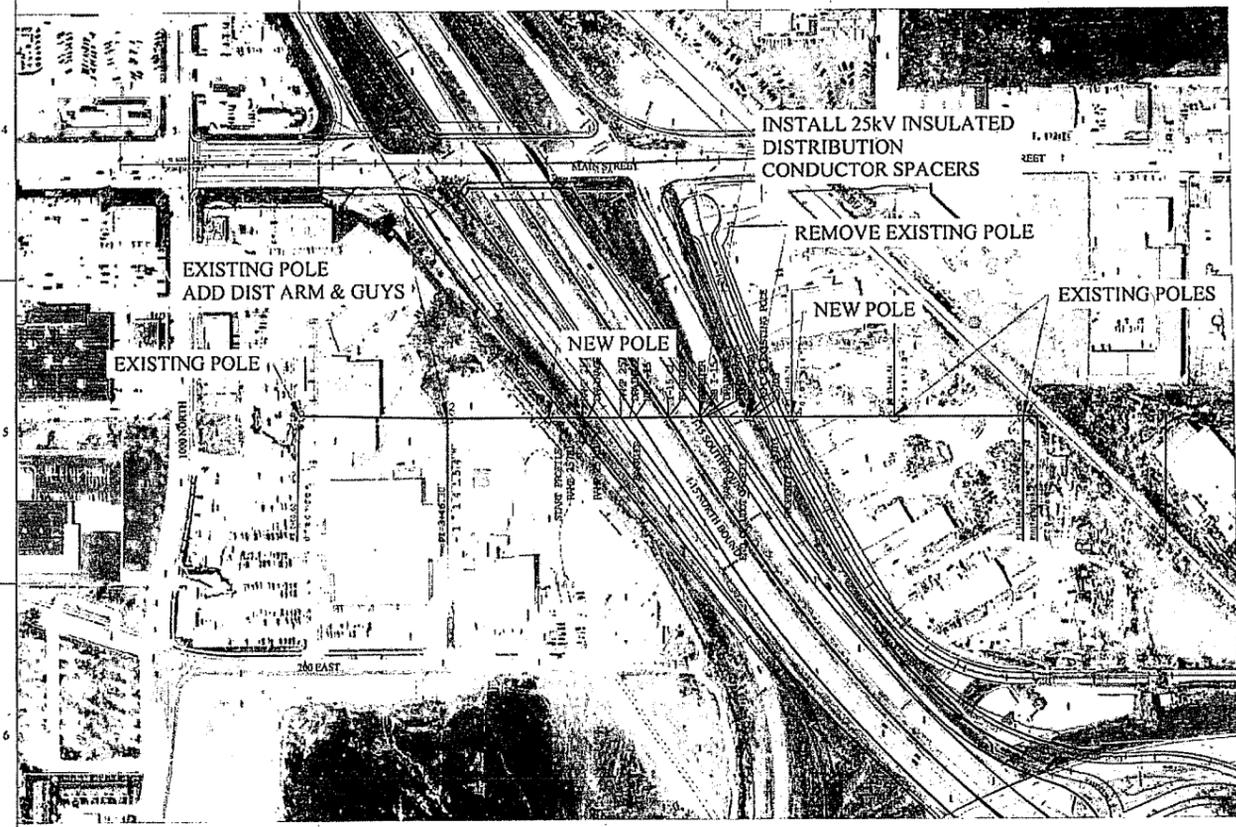
Span Length	Mid Sag	Span Vertical Projection								
(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)
346.3	2.99	3.26	3.56	3.89	4.15	4.45	4.76	5.06	5.35	-2.50
235.5	1.40	1.53	1.66	1.80	1.94	2.08	2.23	2.37	2.51	16.36
566.5	8.10	8.82	9.59	10.40	11.22	12.04	12.86	13.68	14.47	3.06
236.2	1.41	1.54	1.67	1.81	1.96	2.10	2.24	2.39	2.52	-19.59
298.2	2.24	2.44	2.66	2.88	3.11	3.33	3.56	3.79	4.01	1.01

Initial Stringing Chart Report

Section #4 from structure #2 to structure #6  
Cable: penguin\_acsr - Neutral  
Ruling span (ft) 416.828  
Sagging data: Tension (lbs) 700.00 Condition I Temperature (deg F) 60  
Results below for condition 'Initial RS'  
Calculations done using actual span lengths and vertical projections

Span Length	Mid Sag	Span Vertical Projection								
(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)
346.3	2.56	2.67	2.77	2.87	2.97	3.07	3.17	3.26	3.35	14.53
235.5	14.89	15.51	16.11	16.70	17.29	17.86	18.42	18.97	19.51	3.06
566.5	2.59	2.70	2.81	2.91	3.01	3.11	3.21	3.30	3.40	-16.36
299.1	4.15	4.32	4.49	4.65	4.82	4.97	5.13	5.28	5.43	-0.16

Project Name: Z-U50  
Criteria notes:  
National Electrical Safety Code C2-2007 (NESC) is the American National Standard used as a guideline for the design of this Transmission/Distribution power line.  
NESC guidelines have been adjusted and modified as necessary for the elevation (4600 ft) and local requirements of this project.  
Assumed NESC Grade B Construction "Method A" per Table 253-1, Page 197 and Table 261-1A, Page 207  
\*\*\*\* Maximum Shield Wire Temperature of 120 Deg F \*\*\*\*  
\*\*\*\* Maximum Transmission Line Operating Temperature of 212 Deg F \*\*\*\*  
\*\*\*\* Maximum Distribution Line Operating Temperature of 120 Deg F \*\*\*\*  
Assumed NESC Heavy Combined Ice and Wind District Loading per Rule 250B, Page 177  
\*\*\*\* NESC Rule 250B Conductor at 0 Deg F - covered with 0.5" Radial Ice - with concurrent Horizontal wind pressure of 4 lb/ft<sup>2</sup> \*\*\*\*  
Assumed 90 MPH Extreme Wind Loading (Rule 250C), Page 177, Coefficients and Gust Response Factors per Equations in Tables 250-2 and 250-3  
\*\*\*\* 90 MPH Basic Wind Speed, 3 second Gust Wind Speed, Figure 250-2 Beginning on Page 180 \*\*\*\*  
Assumed Extreme Ice with Concurrent Wind Loading per Rule 250D, Page 179. Use 0.25" Basic Ice Dia. with Concurrent 40 MPH Basic Wind Speed, Figure 250-3 Beginning on Page 184.  
Maximum Cable Tension Limits per Rule 261H1, Page 204  
\*\*\*\* NOTE - Tension values (below maximum) are used to reduce severe Aeolian vibration, and match existing construction usages \*\*\*\*  
Insulator Mechanical Strengths per Rule 277 - Insulators checked for load cases using a Strength Factor of 1.0 applied to insulator working load properties.  
Minimum clearances of supporting structures and guys from other objects, NESC Rule 231, Page 85  
UDOT Vertical clearance of wires, conductors, and cables above ground, roadway, rail, or water surfaces are maintained in this design.  
Design vertical clearances based on UDOT clearances exceeding the minimum NESC Rules 232B1, 232C1a, and 232D4 by 4 feet are rounded up to the nearest foot.



Initial Stringing Chart Report

Section #3 from structure #2 to structure #6  
Cable: penguin\_acsr - Distribution  
Ruling span (ft) 416.825  
Sagging data: Tension (lbs) 700.00 Condition I Temperature (deg F) 60  
Results below for condition 'Initial RS'  
Calculations done using actual span lengths and vertical projections

Span Length	Mid Sag	Span Vertical Projection								
(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)
346.3	2.56	2.67	2.77	2.87	2.97	3.07	3.17	3.26	3.35	14.53
235.5	14.89	15.51	16.11	16.70	17.29	17.86	18.42	18.97	19.51	3.06
566.5	2.59	2.70	2.81	2.91	3.01	3.11	3.21	3.30	3.40	-16.36
299.1	4.15	4.32	4.49	4.65	4.82	4.97	5.13	5.28	5.43	-0.16

Initial Stringing Chart Report

Section #4 from structure #2 to structure #6  
Cable: penguin\_acsr - Neutral  
Ruling span (ft) 416.828  
Sagging data: Tension (lbs) 700.00 Condition I Temperature (deg F) 60  
Results below for condition 'Initial RS'  
Calculations done using actual span lengths and vertical projections

Span Length	Mid Sag	Span Vertical Projection								
(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)
346.3	2.56	2.67	2.77	2.87	2.97	3.07	3.17	3.26	3.35	14.53
235.5	14.89	15.51	16.11	16.70	17.29	17.86	18.42	18.97	19.51	3.06
566.5	2.59	2.70	2.81	2.91	3.01	3.11	3.21	3.30	3.40	-16.36
299.1	4.15	4.32	4.49	4.65	4.82	4.97	5.13	5.28	5.43	-0.16



3rd party check print (Spanish Fork Power) Date 8-2-10

UTAH DEPT OF TRANSPORTATION  
I-15 CROSSING  
SPANISH FORK, UTAH  
STATION 952+65 (WITH ABS)  
PROVO RIVER CONSTRUCTORS

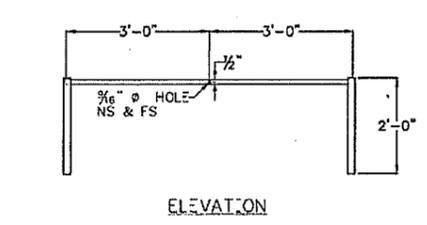
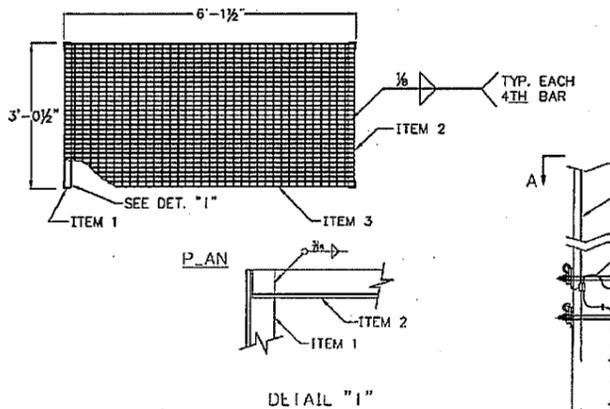
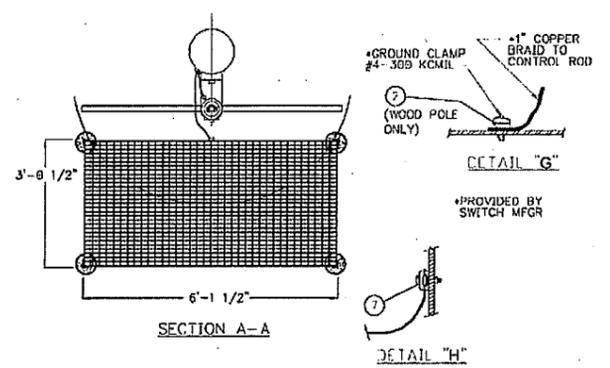
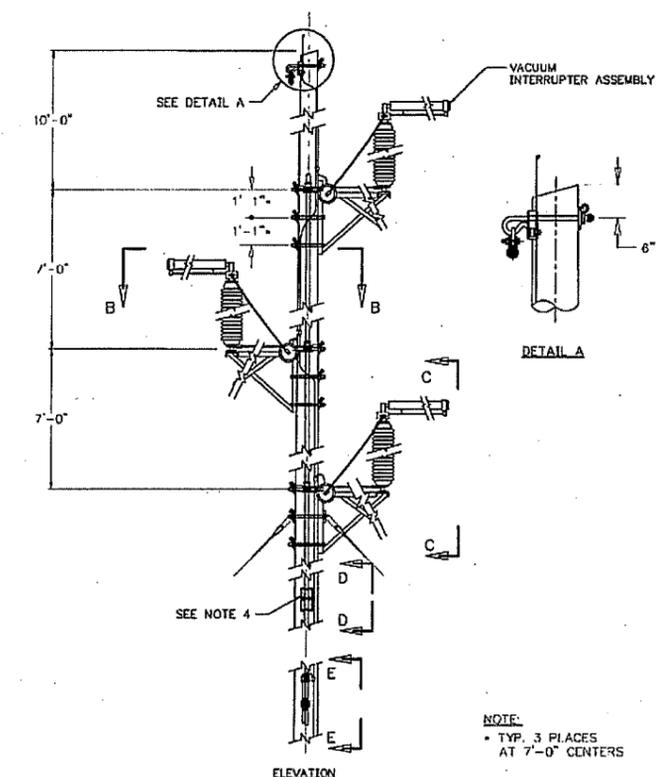
DATE: 04/08/10  
DES: OES  
DR: BBH | CH: DJW  
ENG: OES

SCALE: AS SHOWN SHEET 4 OF 15 Z-U50 REV. D

PROVO RIVER CONSTRUCTORS

NO.	DATE	REVISION	BY	CHK	APP	DATE
A	04-08-10	60 PERCENT COMPLETE	OES	DJW		
B	05-07-10	60 PERCENT CORRECTED	OES	DJW		
C	07-14-10	100 PERCENT COMPLETE	OES	DJW		
D	07-22-10	100 PERCENT CORRECTED	OES	DJW		

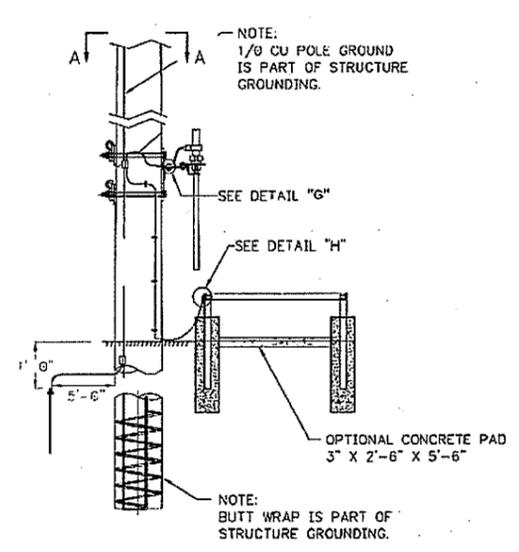
EXHIBIT A-1



ITEM	QTY	DESCRIPTION	LENGTH
1	4	1 1/2" X 1 1/2" X 1/4" ANGLE	2'-0"
2	2	1 1/2" X 1 1/2" X 1/4" ANGLE	3'-0"
3	1	3'-0" GRATE	6'-0"

- Fabrication Notes**
- Grating shall be Irving Gripweld type 1WA (or approved equal) with 1. x 3/16, bearing bars equally spaced at 1-3/16, on centers.
  - All fabrication shall be completed in accordance with recommendations of AISC Steel Construction Manual, latest edition.
  - All structural steel shall conform to ASTM Desig. A-36, as revised to date.
  - Welding of members to obtain a length will not be accepted.
  - All burrs shall be removed before galvanizing.
  - Welding of steel, when specified, shall be in accordance with the latest Structural Welding Code D1.1 of American Welding Society.
  - Hot dip galvanize all steel and grating after fabrication in accordance with ASTM A-123, latest edition. All pieces bent or warped during the galvanizing process shall be straightened in the shop before shipping.

ESTIMATED GALVANIZED WEIGHT: 178 LBS.

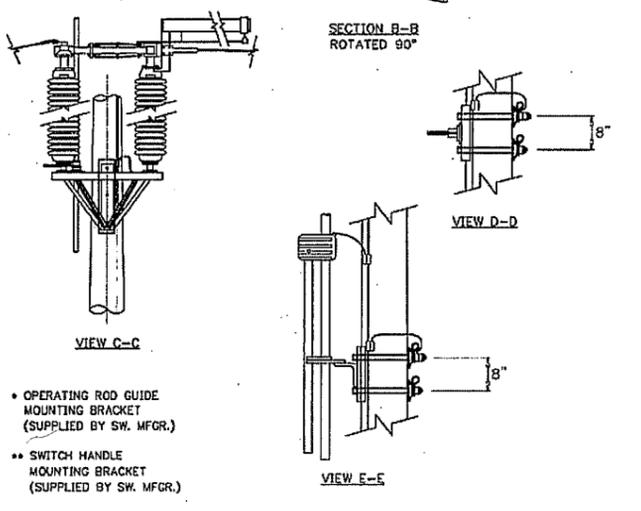


WOOD POLE (SHIELDED)  
Figure 2—Shielded Wood Pole Details

MATERIALS LIST

Qty	Unit	Wood Pole and Conductors
1	Ea	100 Ft. Class H-1 Wood Pole (treated Western Red Cedar)
490.3	Ft	7 # 8 Alumoweld (AW) (to be provided by Spanish Fork)
1425.3	Ft	477 ACSR 18/1 - Pelican (to be provided by Spanish Fork)
160	Ft	#1/0 Cu Soft Drawn, Bare, Structural Ground Conductor
350	Ft	9/16" 7 Strand EHS Guy Wire
20	Ft	#4 Solid Bare Cu, Soft-Drawn Ground Conductor
1	Ea	Switch, One Way, Upright-Mounted, Single-Side Break, Triangular Mounting
Qty	Unit	Dead-End Insulator Assembly, with 15" Link
6	Ea	Y-Clevis, Ball, Hot-Line, Forged Steel, Galvanized
6	Ea	Wide Clevis-Eye Link, 15 Inches Center-to-Center
6	Ea	69 kV Polymer Suspension Insulator
6	Ea	3/4" Hex-Head Bolt, Hex-Nut, Hot-Dip Galvanized, 3-1/4" Long
6	Ea	3/4" Square M-F Lock Nut, Hot-Dip Galvanized
Qty	Unit	Tension Assembly, (477 - 18/1 ACSR - Pelican) Conductor
6	Ea	Compression Dead End (477 - 18/1 ACSR - Pelican), Single-Tongue, Vertical Eye
6	Ea	Hot-Line Socket Clevis, 1", Ductile Iron, Galvanized, 6" Min Length
6	Ea	Terminal Jumper (477 - 18/1 ACSR - Pelican), 15" Compression
24	Ea	1/2" Stainless Steel Hex Bolt Assembly, with 1 Nut and Washers for 4 hot pad connection.
Qty	Unit	Shield Wire Suspension Assembly
6	Ea	Rod, Armor, 7#8 AW Shield Wire
6	Ea	Shield Wire Bracket, 3/4" x 12" Long
6	Ea	Clamp, Suspension, Shield Wire, Ductile Iron, Galvanized (0° to 30°)
6	Ea	3/4" Square M-F Lock Nut, Hot-Dip Galvanized
6	Ea	3/4" Square Curved Washer, Hot-Dip Galvanized
6	Ea	3/4" Spring Washer, Hot-Dip Galvanized
2	Ea	5/8" Machine Bolt and Nut Assembly, 26" Long
2	Ea	5/8" Machine Bolt and Nut Assembly, 24" Long
2	Ea	5/8" Machine Bolt and Nut Assembly, 22" Long
2	Ea	5/8" Machine Bolt and Nut Assembly, 20" Long
2	Ea	5/8" Machine Bolt and Nut Assembly, 18" Long
10	Ea	5/8" Square M-F Lock Nut, Hot-Dip Galvanized
10	Ea	5/8" Square Curved Washer (4x4), Hot-Dip Galvanized
10	Ea	5/8" Spring Washer, Hot-Dip Galvanized
5	Ea	3/4" Machine Bolt and Nut Assembly, 16" Long
5	Ea	3/4" Machine Bolt and Nut Assembly, 18" Long
10	Ea	3/4" Square M-F Lock Nut, Hot-Dip Galvanized
10	Ea	3/4" Square Curved Washer (4x4), Hot-Dip Galvanized
10	Ea	3/4" Spring Washer, Hot-Dip Galvanized
6	Ea	8 TD 671Z Shackles, Anchor, Galvanized
Qty	Unit	Switch Structures Grounding Assembly, 100 Ft Pole
55	Ea	Ground Clip for Bare #1/0 Cu Soft Drawn
55	Ea	Copper Bonded Staple 3" x 1-1/2"
20	Ea	10-D Copperweld Nail
1	Ea	Clamp, Ground Rod
1	Ea	Ground Rod, 5/8-Inch X 10-Foot Sectional
1	Ea	Driving Stud, Ground Rod
1	Ea	Clamp, Ground, Bronze, #4-300 Cu, One Cable to Flat Surface, 1/2" Bolt
5	Ea	5/8" Square Nut, Hot-Dip Galvanized
5	Ea	3/4" Square Nut, Hot-Dip Galvanized
1	Ea	Clip, Ground Wire, Bronze, Non-Static
10	Ea	C-Tap Copper Connector, #4 Sol Cu to #1/0 Cu Soft Drawn
1	Ea	C-Tap Copper Connector, #1/0 Cu Soft Drawn to #1/0 Cu Soft Drawn
Qty	Unit	Transverse Guy and Anchor Materials
4	Ea	Dead-End Tee
4	Ea	3/4" Din. 18" Long Machine Bolt with One Hex Nut
4	Ea	Shackle, Anchor, Galvanized
4	Ea	Fiberglass Strain Insulator (10' Long), Clevis-Clevis, with Roller at One End
4	Ea	9/16" 7 Strand EHS Guy Grip
4	Ea	Automatic Guying Dead End, 9/16" Guy Wire
4	Ea	1" Hex-Head Bolt, Hex-Nut, Hot-Dip Galvanized (3" Long)
4	Ea	Guy Link, Bent
4	Ea	1" Hex-Head Bolt, Hex-Nut, Hot-Dip Galvanized (5-1/2" Long)
4	Ea	Coupling Pipe, Galvanized
3	Ea	1 1/4" Lock Nut, ANCO
3	Ea	30" Diameter Anchor disk, 5/16" thick or equivalent screw anchor
3	Ea	1 1/4" Anchor Rod, Twin Eye, 7' Long, Corrosion-Resistant Disk

Shielded 46/69 kV Switch Structure, Triangular Configuration, Wood Pole. Switch supplied by others; Turner Electric (TECO) type 1C17. Single side break switches installed on aluminum mounting frames, attached in a triangular configuration on a wood pole. Conductors are dead-ended on the switch frames to a maximum of 15,000 pounds. Vacuum interrupter units to be installed on the switch. Line Angle: 0° to 1°



3rd party check print (Spanish Fork Power) Date 8-2-10

UTAH DEPT OF TRANSPORTATION  
I-15 CROSSING  
SPANISH FORK, UTAH  
STATION 925+70

PROVO RIVER CONSTRUCTORS

DATE: 04/08/10  
DES: OES  
DR: BBH | CH: DJW  
ENG: OES

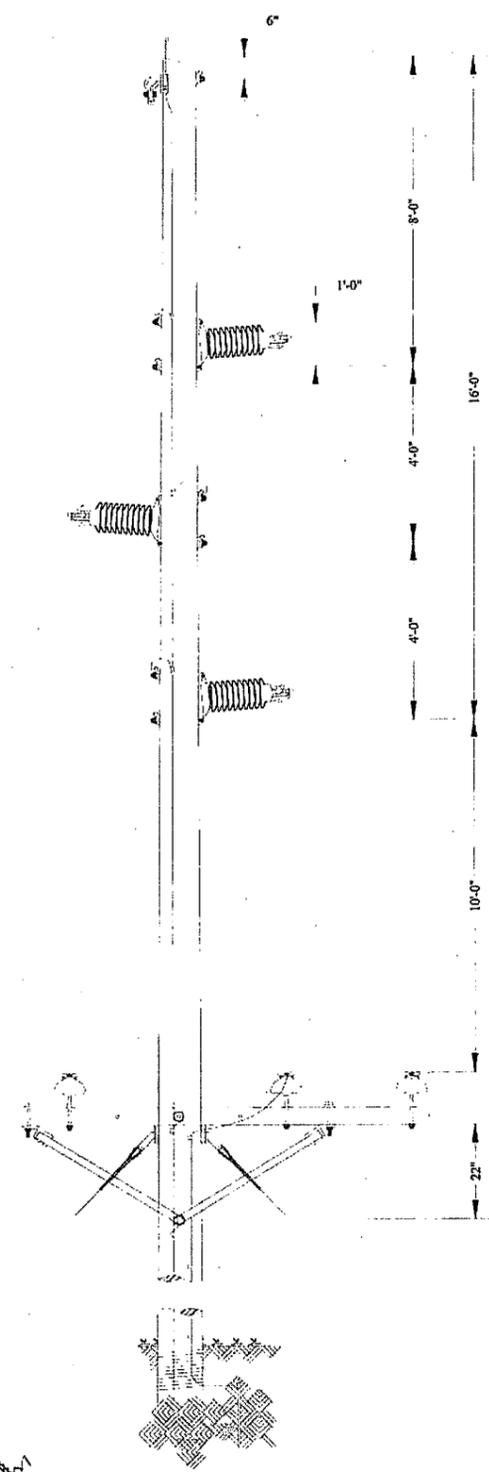
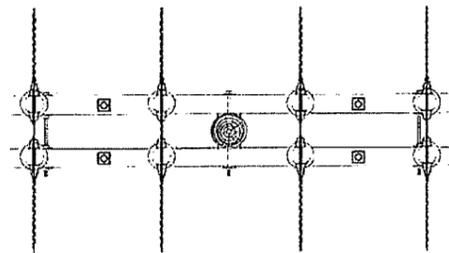
SCALE: AS SHOWN SHEET 5 OF 15 Z-U50 REV. D

PROVO RIVER CONSTRUCTORS

NO.	DATE	REVISION	CHK	APP	NO.	DATE
A	04-08-10	60 PERCENT COMPLETE				
B	05-07-10	60 PERCENT CORRECTED				
C	07-14-10	100 PERCENT COMPLETE				
D	07-22-10	100 PERCENT CORRECTED				

MATERIALS LIST

Qty	Unit	Cables and Conductors
As Required	Feet	7#8 Alumoweld makeup to adjust for height change (to be provided by S.F. Power)
As Required	Feet	477 ACSR 18/1 "Pelican" makeup to adjust for height change (to be provided by S.F. Power)
5400	Feet	4/0 ACSR 6/1 "Pigeon"
422	Feet	Conductor, Copper, #4, Solid, Bare, Soft-Drawn
240	Ft	7/16" Utility Guy Wire
Qty	Unit	Wood Pole Materials
2	Ea	95 Ft Class H-1 Wood Pole (Treated Western Red Cedar)
4	Ea	Crossarm, Wood (6" x 6" x 10')
4	Pair	Brace, Crossarm, Wood, Heavy-Duty (42" Long 72" span x 22" drop)
4	Ea	Gain, Crossarm, Plastic (4" x 7")
2	Ea	Rod, Armor, Shield Wire, 7#8 Alumoweld
18	Ea	Armor Rod, Single-Support, 477 ACSR 18/1, Pelican
24	Ea	Armor Rod, Single-Support, 4/0 ACSR 6/1, Penguin
16	Ea	25 kV Pin Insulator, F Neck, Porcelain
32	Ea	Tie, Formed, Top, Single Support 4/0 with Armor Rod
16	Ea	Insulator Pin, 5-3/4" Thick Wood X-arm 7-1/2" Shank
160	Ea	Clip, Ground, Conductor
2	Ea	Splice #4 Solid to #4 Solid CU
50	Ea	Staple, Copper Bonded 1-1/2, x 3/8
160	Ea	Nail, 10-D Copperweld
6	Ea	3/4" Clip, Bonding
12	Ea	Connector, C-Tap, Copper
2	Ea	Connector, H-Tap, Copper, #4 Solid Copper to 4/0 ACSR "Penguin"
2	Ea	Ground Rod Clamp
2	Ea	Coupling #4 CU to Ground Rod
2	Ea	5/8" X 10' Sectional Ground Rod
2	Ea	Driving Stud, Ground Rod
2	Ea	Bracket, Shield Wire, 3/4, x 14"
18	Ea	Clamp, Trunnion, Line-Post, Aluminum, Dia 1.0 - 1.5" For 2800 lbs
18	Ea	Clamp, Trunnion, Line-Post, Aluminum, Dia 0.35-0.84 For 2800 lbs
2	Ea	Clevis, Y, Eye, 90, Ductile Iron, Galvanized
2	Ea	Suspension Assembly, Formed Wire Grip 7#8 Alumoweld
6	Ea	46/69 Insulator, Post, Horizontal, Polymer 2-1/2" Rod Dia. - Gain Base for Wood Pole
2	Ea	1/2" Dia - 10 Inch Long Machine Bolt and Nut
2	Ea	1/2" Flat Square Washer
2	Ea	1/2" Double-Helix Spring Washer
2	Ea	5/8" Dia 18" Long Machine Bolt and Nut
4	Ea	5/8" Dia 36" Double-Arming Bolts, with Four Square Nuts and Washers
2	Ea	5/8" Curved Square Washer
4	Ea	5/8" Flat Square Washer
6	Ea	5/8" Double-Helix Spring Washer
8	Ea	3/4" Dia. 16" Long Machine Bolt with One Hex Nut
2	Ea	3/4" Dia. 18" Long Machine Bolt with One Hex Nut
2	Ea	3/4" Dia. 20" Long Machine Bolt with One Hex Nut
2	Ea	3/4" Dia 36" Double-Arming Bolt, with Two Square Nuts
2	Ea	3/4" Curved Square Washer
14	Ea	3/4" Washer, Spring, Hot-Dip Galvanized
26	Ea	3/4" Washer, 4X4 Square Curved, Hot-Dip Galvanized
2	Ea	3/4" Double-Helix Spring Washer
12	Ea	3/4" Nut, Square, Hot-Dip Galvanized
14	Ea	3/4" Nut, M-F Lock, Square, Hot-Dip Galvanized
Qty	Unit	Transverse Guy and Anchor Materials
4	Ea	Dead-End Tee
4	Ea	3/4" Dia. 18" Long Machine Bolt with One Hex Nut
4	Ea	Shackle, Anchor, Galvanized
4	Ea	Fiberglass Strain Insulator (10' Long), Clevis-Clevis, with Roller at One End
4	Ea	7/16" Utility Deadend Guy Grip
4	Ea	Automatic Guying Dead End, 7/16" Utility Guy Wire
4	Ea	1" Hex-Head Bolt, Hex-Nut, Hot-Dip Galvanized (3" Long)
4	Ea	Guy Link, Bent
4	Ea	1" Hex-Head Bolt, Hex-Nut, Hot-Dip Galvanized (5-1/2" Long)
4	Ea	Coupling, Pipe, Galvanized
8	Ea	1" Lock Nut, ANCO
4	Ea	24" Diameter Anchor disk, 5/16" thick
4	Ea	1" Anchor Rod, Twin Eye, 7' Long, Corrosion-Resistant Disk



3rd party check print (Spanish Fork Power) Date 8-2-10

\*Contractor to verify all material quantities\*

EXHIBIT A-1

DATE: 04/08/10		DES: OES		DR: BBH		CH: DJW		LANG: OES	
UTAH DEPT OF TRANSPORTATION I-15 CROSSING SPANISH FORK, UTAH STATION 952+65									
PROVO RIVER CONSTRUCTORS									
SCALE: AS SHOWN	SHEET 6 OF 15	Z-U50	REV: D						

DATE	REVISION	BY	CHK	APP	DATE
04-08-10	60 PERCENT COMPLETE	OES	DIW		
05-07-10	60 PERCENT CORRECTED	OES	DIW		
07-14-10	100 PERCENT COMPLETE	OES	DIW		
07-22-10	100 PERCENT CORRECTED	OES	DIW		

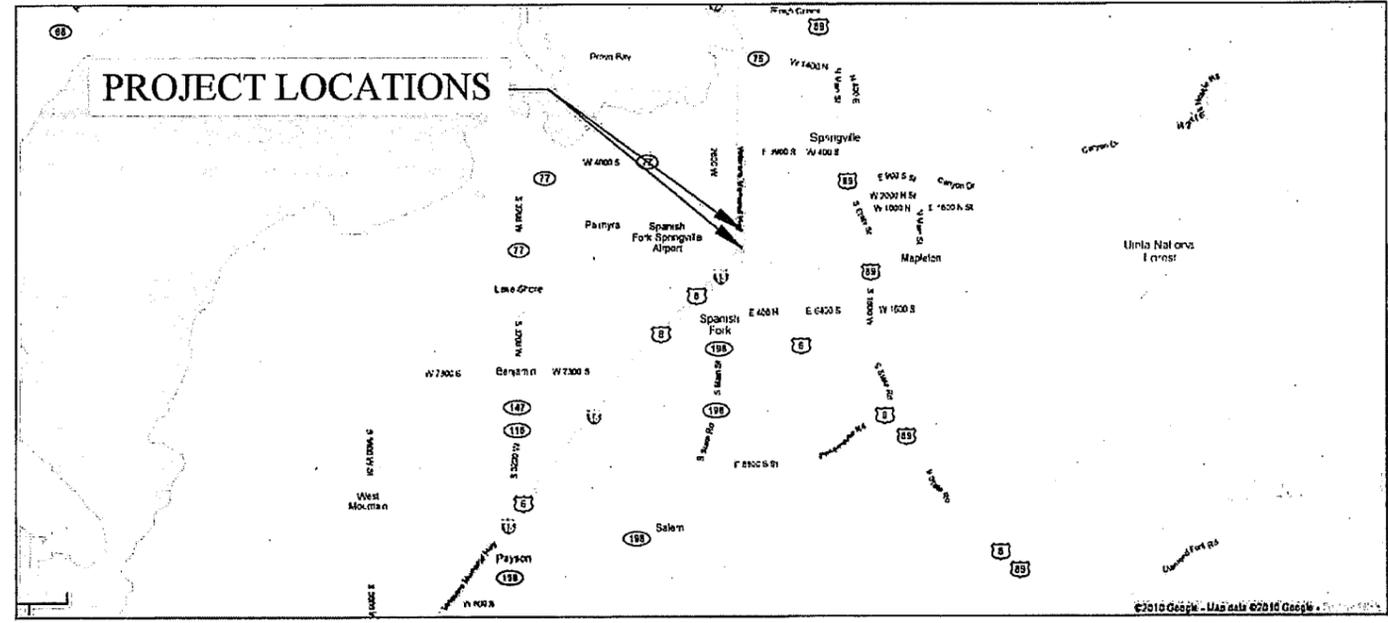
PROVO RIVER CONSTRUCTORS



# WILLIAMS LANE SECTIONALIZER RELOCATION

## &

# SOM BILLBOARD #162 ELECTRICAL CIRCUIT RELOCATION SPANISH FORK, UT



3rd party check print XP Date 8-2-10  
(Spanish Fork Power)



EXHIBIT A-1

- SHEET 8: COVER SHEET
- SHEET 9: WILLIAMS LANE UG RELOCATION
- SHEET 10: EXISTING UTILITY
- SHEET 11: SPANISH FORK UG STANDARD 44
- SHEET 12: SPANISH FORK UG STANDARD 45 & 46
- SHEET 13: WILLIAMS LANE BILL OF MATERIALS
- SHEET 14: SOM BILLBOARD #162 UG RELOCATION
- SHEET 15: SOM BILLBOARD #162 BILL OF MATERIALS

DATE: 05/11/10		WILLIAMS LANE SECTIONALIZER RELOCATION SOM BILLBOARD #162 ELECTRICAL CIRCUIT RELOCATION	
DES: JHH	CH: DJW	PROVO RIVER CONSTRUCTORS	
SCALE: AS SHOWN		SHEET 8 OF 15	Z-U50
			REV. D

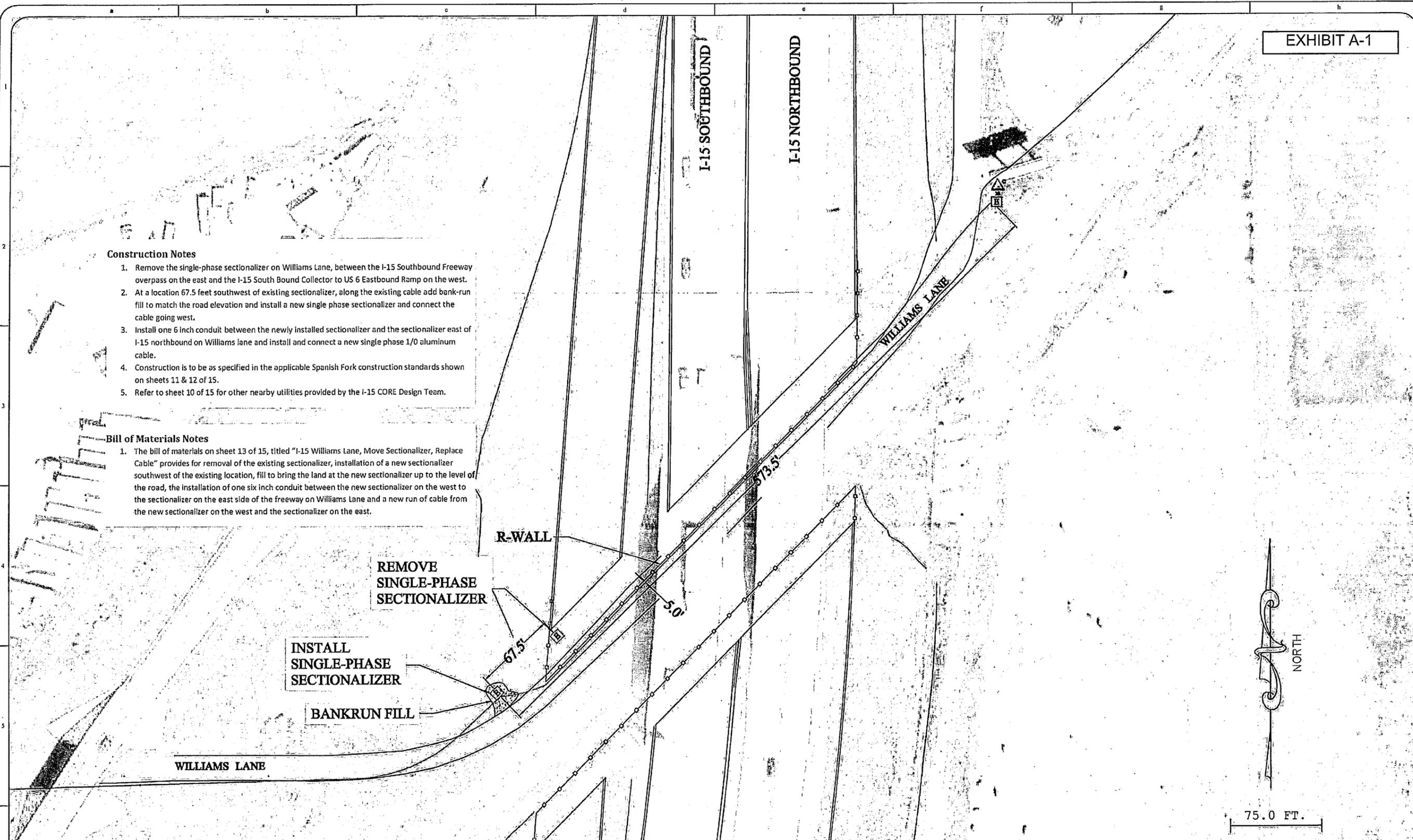
PROVO RIVER CONSTRUCTORS			
No.	DATE	REVISION	
A	04-08-10	60 PERCENT COMPLETE	
B	05-11-10	60 PERCENT COMPLETE WITH COMMENTS INCORPORATED	
C	07-14-10	100 PERCENT COMPLETE	
D	07-22-10	100 PERCENT CORRECTED	

**Construction Notes**

1. Remove the single-phase sectionalizer on Williams Lane, between the I-15 Southbound Freeway overpass on the east and the I-15 South Bound Collector to US 6 Eastbound Ramp on the west.
2. At a location 67.5 feet southwest of existing sectionalizer, along the existing cable add bank-run fill to match the road elevation and install a new single phase sectionalizer and connect the cable going west.
3. Install one 6 inch conduit between the newly installed sectionalizer and the sectionalizer east of I-15 northbound on Williams lane and install and connect a new single phase 1/0 aluminum cable.
4. Construction is to be as specified in the applicable Spanish Fork construction standards shown on sheets 11 & 12 of 15.
5. Refer to sheet 10 of 15 for other nearby utilities provided by the I-15 CORE Design Team.

**Bill of Materials Notes**

1. The bill of materials on sheet 13 of 15, titled "I-15 Williams Lane, Move Sectionalizer, Replace Cable" provides for removal of the existing sectionalizer, installation of a new sectionalizer southwest of the existing location, fill to bring the land at the new sectionalizer up to the level of the road, the installation of one six inch conduit between the new sectionalizer on the west to the sectionalizer on the east side of the freeway on Williams Lane and a new run of cable from the new sectionalizer on the west and the sectionalizer on the east.



 SINGLE PHASE TRANSFORMER PADMOUNT - 50 KVA, C PHASE  
 SECTIONALIZER  
 12KV ELECTRICAL CABLE

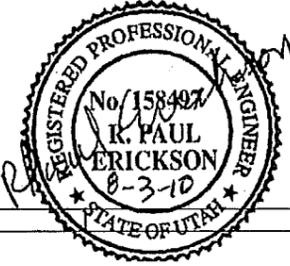
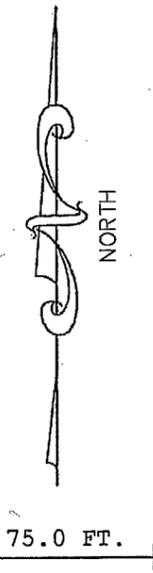
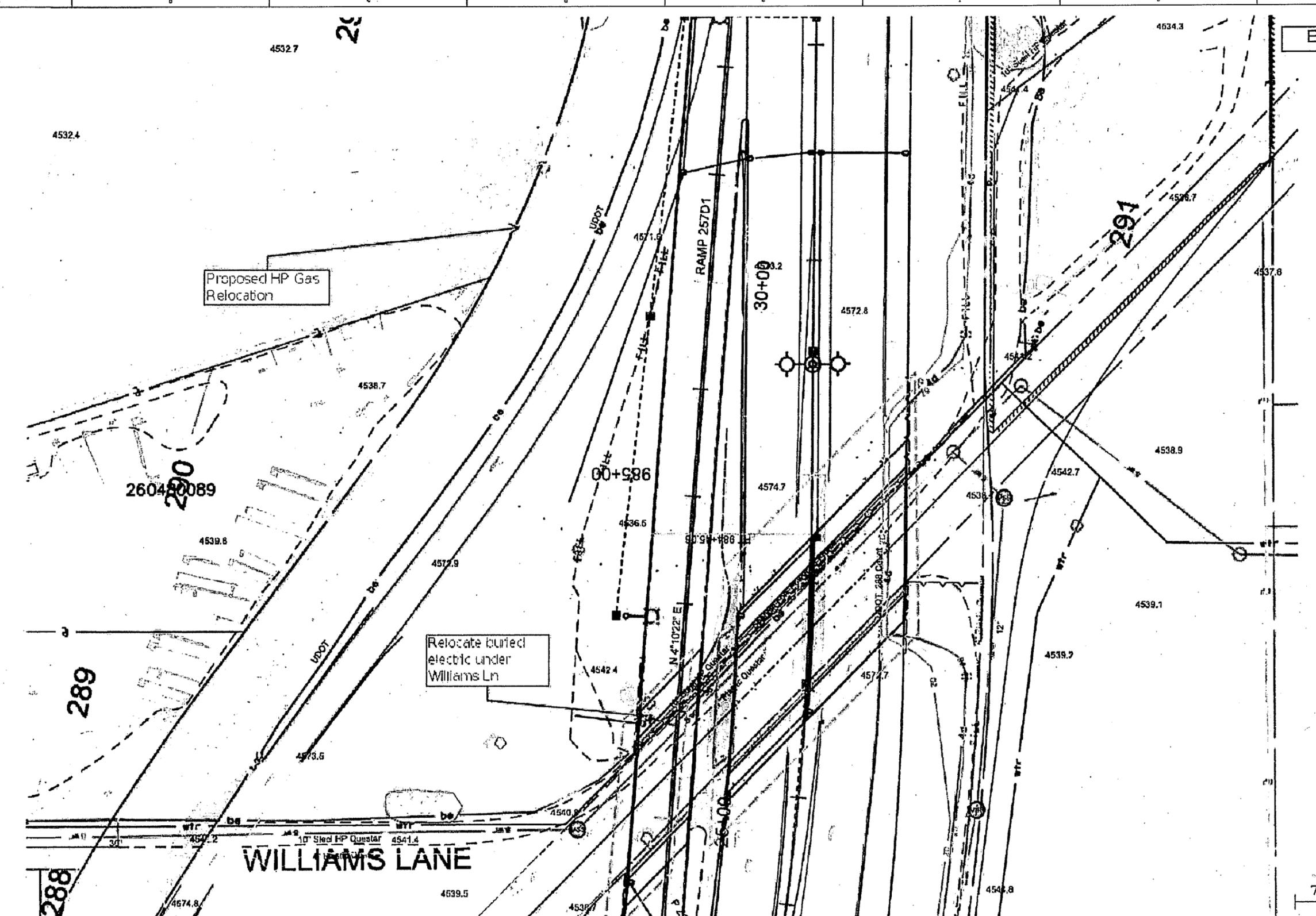


3rd party check print *KP* Date *8-2-10*  
 (Spanish Fork Power)

DATE		05/11/10	
DES		JHH	
DR	BBH	CH	DJW
ENG			
<b>WILLIAMS LANE SECTIONALIZER RELOCATION</b>			
<b>PROVO RIVER CONSTRUCTORS</b>			
SCALE: AS SHOWN	SHEET 9 OF 15	Z-U50	REV D

NO.	DATE	REVISION	BY	CHK	APP	NO.	DATE
A	04-08-10	60 PERCENT COMPLETE	JHH	DJW			
B	05-11-10	60 PERCENT COMPLETE WITH COMMENTS INCORPORATED	JHH	DJW			
C	07-14-10	100 PERCENT COMPLETE	JHH	DJW			
D	07-23-10	100 PERCENT CORRECTED	JHH	DJW			

EXHIBIT A-1



3rd party check print (Spanish Fork Power) Date 8-2-10

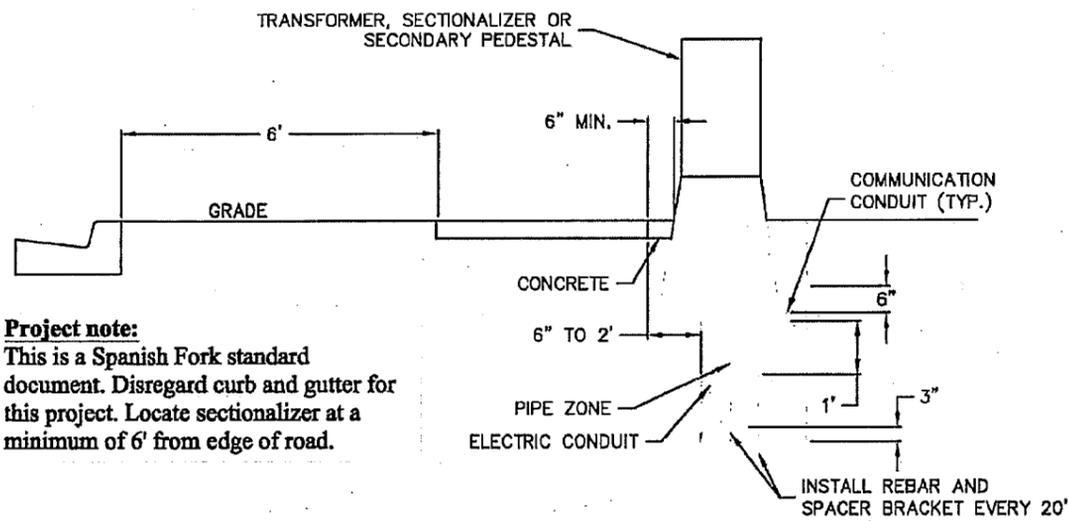
DATE	05/11/10
DES	JHH
DR	BBH CH DJW
ENR	
<b>WILLIAMS LANE SECTIONALIZER RELOCATION</b>	
<b>PROVO RIVER CONSTRUCTORS</b>	
SCALE: AS SHOWN	SHEET 10 OF 15
Z-U50	REV. D

NO.	DATE	REVISION	BY	CHK	APP	NO.	DATE
A	04-08-10	60 PERCENT COMPLETE	JHH	DJW			
B	05-11-10	60 PERCENT COMPLETE WITH COMMENTS INCORPORATED	JHH	DJW			
C	07-14-10	100 PERCENT COMPLETE	JHH	DJW			
D	07-22-10	100 PERCENT CORRECTED	JHH	DJW			

PROVO RIVER CONSTRUCTORS



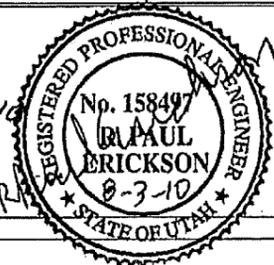
TYPE OF CONDUIT	DEPTH TO TOP OF CONDUIT
2" ELECTRICAL SERVICE	4'
3" AND 4" ELECTRICAL	4'
STREET LIGHT	4'
5" ELECTRICAL	5'
6" ELECTRICAL	6'
COMMUNICATION	18" MIN.



**Project note:**  
This is a Spanish Fork standard document. Disregard curb and gutter for this project. Locate sectionalizer at a minimum of 6' from edge of road.

- NOTES:
1. COMMUNICATIONS CONDUIT ROUTING SHALL BE COORDINATED THROUGH THE SPANISH FORK ELECTRICAL DIVISION.
  2. COMMUNICATIONS CONDUIT SHALL BE STUBBED BEHIND THE CENTER OF TRANSFORMER OR JUNCTION BOX WHERE POWER SERVICE DROPS WILL RUN.
  3. HIGH VOLTAGE CONDUITS SHALL ALWAYS BE BELOW SECONDARY CONDUITS.
  4. REBAR SHALL BE CAPPED UNTIL BACKFILLED.
  5. BACKFILL SHALL MEET THE REQUIREMENTS OF EARTHWORK AND TRENCHES IN THE CONSTRUCTION AND DEVELOPMENT STANDARDS.

DRAWN BKD	 SPANISH FORK CITY 40 SOUTH MAIN STREET SPANISH FORK, UT 84880 (801) 798-5000	REVISION	DATE	BY	STANDARD DRAWING ELECTRIC AND COMMUNICATION CONDUIT TRENCH DETAIL	SCALE NONE
DESIGN CMT						STANDARD
CHECK RJM						44 OF 63
DATE 09/09/04						



3rd party check print (Spanish Fork Power)

KP Date 8-2-10

Note: Elbows are to be fiberglass or rigid only. No PVC.

Note 5

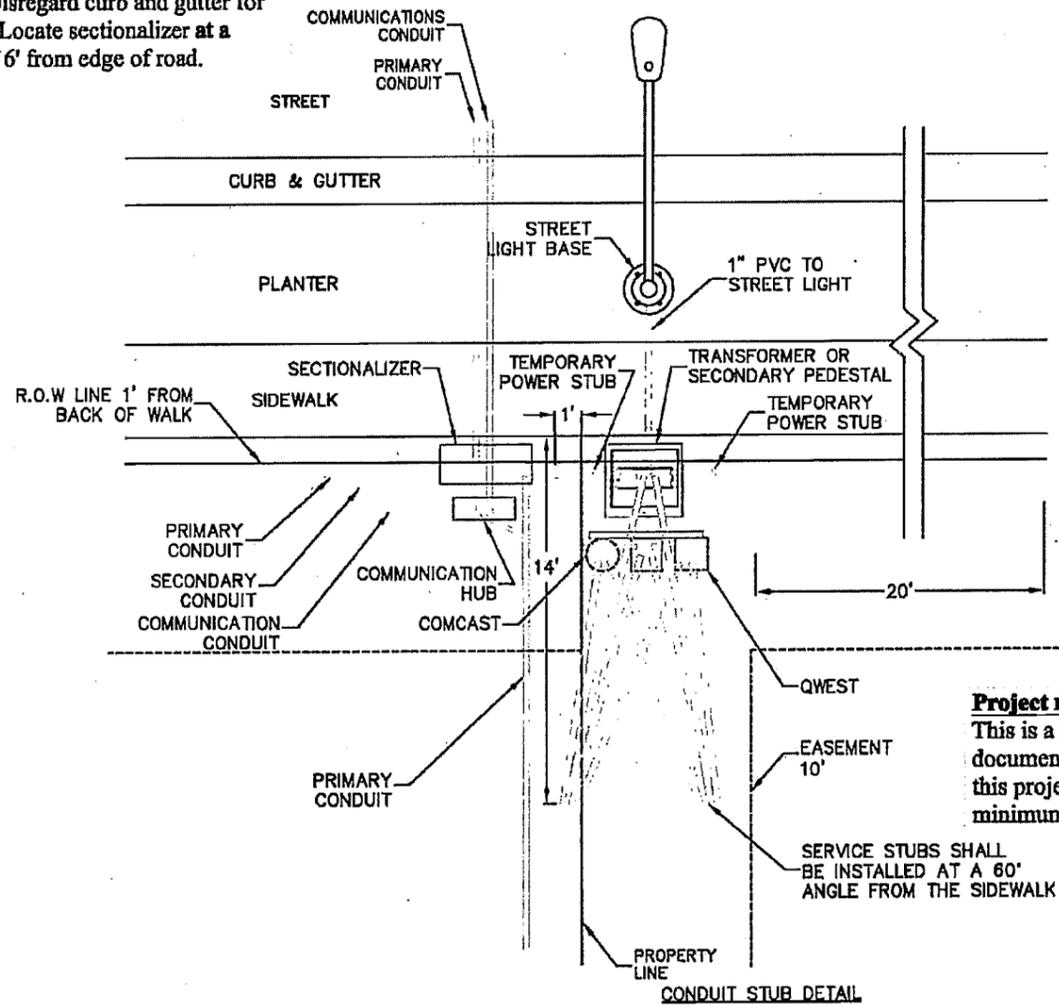
**Chapter 39.35. Earthwork and Trenches.**  
**39.35.010. Excavation.**  
 A General. Excavation shall meet the requirements and specifications of APWA 02315 unless otherwise indicated.  
 B Safety. All construction shall be done in accordance with the provisions of the Utah State Industrial Commission, OSHA regulations and APWA 02250 Excavation Protection. No trenches deeper than 4 feet shall be left open at any time unless construction is in process. When construction is in process only 200 feet of trench may be open at one time and must be completely backfilled before proceeding. No trenches shall be left open at any time unless guarded with adequate barricades, warning lamps and signs.  
 Any injury or damage resulting from lack of adequate bracing and shoring shall be the responsibility of the Developer Contractor and the Developer Contractor shall, at his/her own expense, effect all necessary repairs or reconstruction resulting from such damage. No inspections will be done in unsafe trenches and will be the cause for immediate shutdown at the project.  
 C In Gravel and Paved Surface Areas. Where any excavation occurs in a gravel or paved surface area such as a road, driveway or parking area, the surface shall be restored according to the requirements and specifications of APWA 02985 and the following conditions:  
 1 Base. Only engineered fill may be used as backfill or sub-base material under gravel and paved surfaces. A minimum of 8 inches of untreated base course shall be placed over backfill or sub-base. All fill material shall be placed and compacted to City standards. Flowable fill shall not be allowed for backfill unless authorized by the City.  
 2 Surface Maintenance. The surface shall be maintained by blading, spritzing, rolling, adding gravel, etc., to maintain a safe uniform surface satisfactory to the City.  
 3 Cutting of Pavement. Before any excavation in a paved area, the surface along the entire excavation shall be cut to provide a vertical joint in the surface. Cut shall be made 6 inches from the edge of excavation in straight lines parallel or perpendicular to the trench or edge of pavement. A pavement saw shall be used for all pavement cutting. If excavation damages the cut pavement, pavement shall be cut again before patching. A rotonilled edge shall be acceptable as a cut.  
 4 Time Limitation. All road cuts shall be repaired within 2 working days of excavation unless otherwise authorized by the City Engineer or his/her designee.  
 5 Cold Weather Patching. Trenches cut during winter months or when asphalt plants are not operating, shall be patched the same day of the cut with a good quality cold mix according to the requirements and specifications of APWA 2985. These trenches shall be maintained until asphalt plants open. When asphalt plants open, the temporary cold patch shall be removed and a new patch of hot mix asphalt shall be placed. All cold mix patches shall be replaced with hot mix patches within 20 days of the opening of the hot mix plant.  
Adjust Incidental Structures to Grade. Adjust incidental structures to grade according to APWA 02990. City standard concrete collars around valves and manholes shall be installed 1 year from the time that pavement is placed or at the time of an overlay.  
 D In Areas with Concrete. When damaged, existing concrete improvements shall be removed and replaced to the next joint or scoring line beyond the damaged or broken sections. In the event that joints or scoring lines do not exist or are three or more feet from the removed or damaged section, the damaged portions shall be removed and reconstructed to neat, plane faces. All 20 concrete work shall meet the requirements and specifications of Chapter 39.65 Portland Cement Concrete Work and APWA 02985.  
 E Rock Excavations. Rock excavations shall meet the requirements and specifications of APWA 02317.  
 F Site Cleaning and the Disposal of Excess Materials. Site clearing shall be conducted according to APWA 02115. All excavation material, which is not required for construction or is unsuitable for fill material, shall be immediately disposed of by the Contractor. All roads, sidewalks, curbs, gutters and ditches shall be kept clean of excavated material except as outlined in Title 12 04 050 of the Spanish Fork City Municipal Code.  
 All demolition work shall meet the requirements and specifications of APWA 02220 for site demolition, 02222 for pavement demolition and 02223 for pavement pulverizing.  
**39.35.020. Sub-surface Pipe Installation.**  
 A General. Pipes, conduits or casings, 4 inches in diameter or less, may be bored, jacked, augered or jelled under sidewalk, curb, gutter if authorized by the City Engineer or his/her designee. The resulting hole diameter does not exceed 1 inch plus the outside diameter of the pipe or sleeve installed.  
 B Boring or Jacking. Boring or jacking work shall meet the requirements and specifications of APWA 02445.  
 C Tunneling. Where sidewalk, curb, and gutter exists, excavation may be made by tunneling provided the following requirements are met:  
 1 Excavation shall be vertical and as near to the curb or sidewalk as possible.  
 2 The length of the tunnel shall not exceed the width of the sidewalk, curb, and gutter.  
 3 Where a separate sidewalk and curb exist, an excavation shall be made between the sidewalk and the curb.  
 4 At least three feet of undisturbed earth shall be left under the sidewalk or curb, and  
 5 Where the sidewalk has been tunneled, the hole shall be filled from each end with flowable fill.  
 Where the excavation cannot meet these requirements, a section of sidewalk, curb, or gutter, from joint to joint shall be removed and replaced.  
**39.35.030. Sub-grade.**  
 A Preparation. All sub-grade shall be shaped and compacted in reasonably close conformity with lines, grades and typical cross section as established by the City Engineer or his/her designee. All grading shall be based on an engineered survey, accepted by Spanish Fork City. In trenches and cut or fill areas the sub-grade shall be scarified to a depth of 8 inches and compacted according to the compaction standards of this chapter. No rocks larger than 4 inches in diameter, organic material, soft clay, spongy material, or other deleterious material will be permitted in this scarified sub-grade layer.  
 B Soft and Yielding Areas. Soft and yielding areas which do not compact to City standards shall be removed and replaced with enough compacted engineered fill to bridge the area.  
 C Trenches. When the sub-grade material does not afford a sufficiently solid foundation to support the pipe and superimposed load, the trench shall be over-excavated to a sufficient depth and backfilled with enough compacted fill as approved by the City to bridge the area.  
 D Roads. Road sub-grades shall be shaped and graded to within a tolerance of 0.15 feet of design grade. Drainage shall be maintained at all times.  
 E Structures. Sub-grade material for all concrete structures, regardless of type or location, shall be firm, dense, thoroughly compacted and consolidated, shall be free from mud and lumps, and shall be sufficiently stable to remain firm and intact under the feet of the workmen engaged in sub-grade surfacing, laying reinforcing steel, and depositing concrete.  
 Coarse gravel or crushed stone may be used for subsoil reinforcement if results are satisfactory to the City Engineer or his/her designee. Such material shall be applied in layers, not exceeding 6 inches in thickness, each layer being embedded in the sub-soil by thorough tamping. All excess soil shall be removed to compensate for the displacement of the gravel or crushed stone and the finished elevation of any subsoil reinforced in this manner and shall not be above the specified sub-grade.  
 The City Engineer may require a soil analysis and design for any area.  
**39.35.040. Fill Material.**  
 A General. All fill material shall be placed on sub-grade prepared according to the specifications of this chapter. All fill material shall be compacted according to the specifications of this chapter.  
 Only engineered fill or untreated base course may be used as fill material under and within a foot of streets, future street areas, driveways, and concrete unless otherwise specified. All fill material under and within a foot of electrical and communications boxes shall be untreated base course. In other areas native excavated material may normally be used unless such material cannot be properly compacted according to specifications in this chapter. All fill material, including native fill material, must be free from debris, organic material, and rocks larger than 6 inches in diameter and have a liquid limit not to exceed 35 and plastic limit not to exceed 15.  
 B Bedding Material. Use APWA No. 4 sewer rock for gravity pipe bedding material. Use sand as a bedding material for pressure pipe and electrical and communication conduit. Bedding sand must compact sufficiently to support the pipe and shall meet the following gradation:  
**SAND GRADATION**  
 Sieve Screen Size % Passing 21  
 No. 4 100  
 No. 200 10 to 20

PROVO RIVER CONSTRUCTORS

REV. NO.	DATE	BY	CHK.	APP.	NO.	DATE	REVISION		
							60 PERCENT COMPLETE	60 PERCENT COMPLETE WITH COMMENTS INCORPORATED	100 PERCENT COMPLETE
A	04-08-10	JHH	DJW						
B	05-11-10	JHH	DJW						
C	07-14-10	JHH	DJW						
D	07-22-10	JHH	DJW						

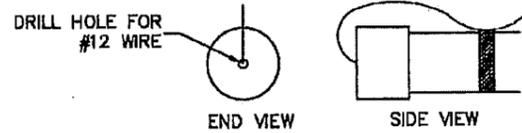
DATE	05/11/10	WILLIAMS LANE SECTIONALIZER RELOCATION		
DES	JHH			
DR	BDH   CR   DJW			
ENG		PROVO RIVER CONSTRUCTORS		
SCALE: AS SHOWN		SHEET 11 OF 15	Z-U50	REV. D

**Project note:**  
This is a Spanish Fork standard document. Disregard curb and gutter for this project. Locate sectionalizer at a minimum of 6' from edge of road.



**Project note:**  
This is a Spanish Fork standard document. Disregard curb and gutter for this project. Locate sectionalizer at a minimum of 6' from edge of road.

SERVICE STUBS SHALL BE INSTALLED AT A 60° ANGLE FROM THE SIDEWALK

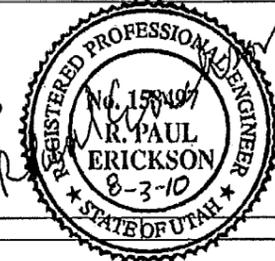


- NOTES:**
- PERMANENTLY CAP ALL ENDS OF STUBS AND MARK WITH A RADAR ENGINEERS MODEL 600 RED BURIED PIPE MARKER OR APPROVED EQUIVALENT.
  - SERVICE STUBS SHALL BE INSTALLED WITH #12 SOLID COPPER THIN TRACER WIRE TAPED TO OUT SIDE ON BOTH ENDS. (DRILL APPROPRIATELY SIZED HOLE THROUGH END OF CAP FOR #12 WIRE)
  - COMCAST AND QWEST COMMUNICATION PEDESTALS SHALL BE INSTALLED BY COMCAST AND QWEST.
  - ALL CONDUIT STUBS SHALL BE INSTALLED BY DEVELOPER.

DRAWN	BKD	 R. PAUL ERICKSON 8-3-10 REGISTERED PROFESSIONAL ENGINEER STATE OF UTAH	REVISION	DATE	BY	STANDARD DRAWING CONDUIT ROUTING	SCALE
DESIGN	CMT						STANDARD
CHECK	R.J.H.						45 OF 63
DATE	01/31/05						

3rd party check print  
(Spanish Fork Power)

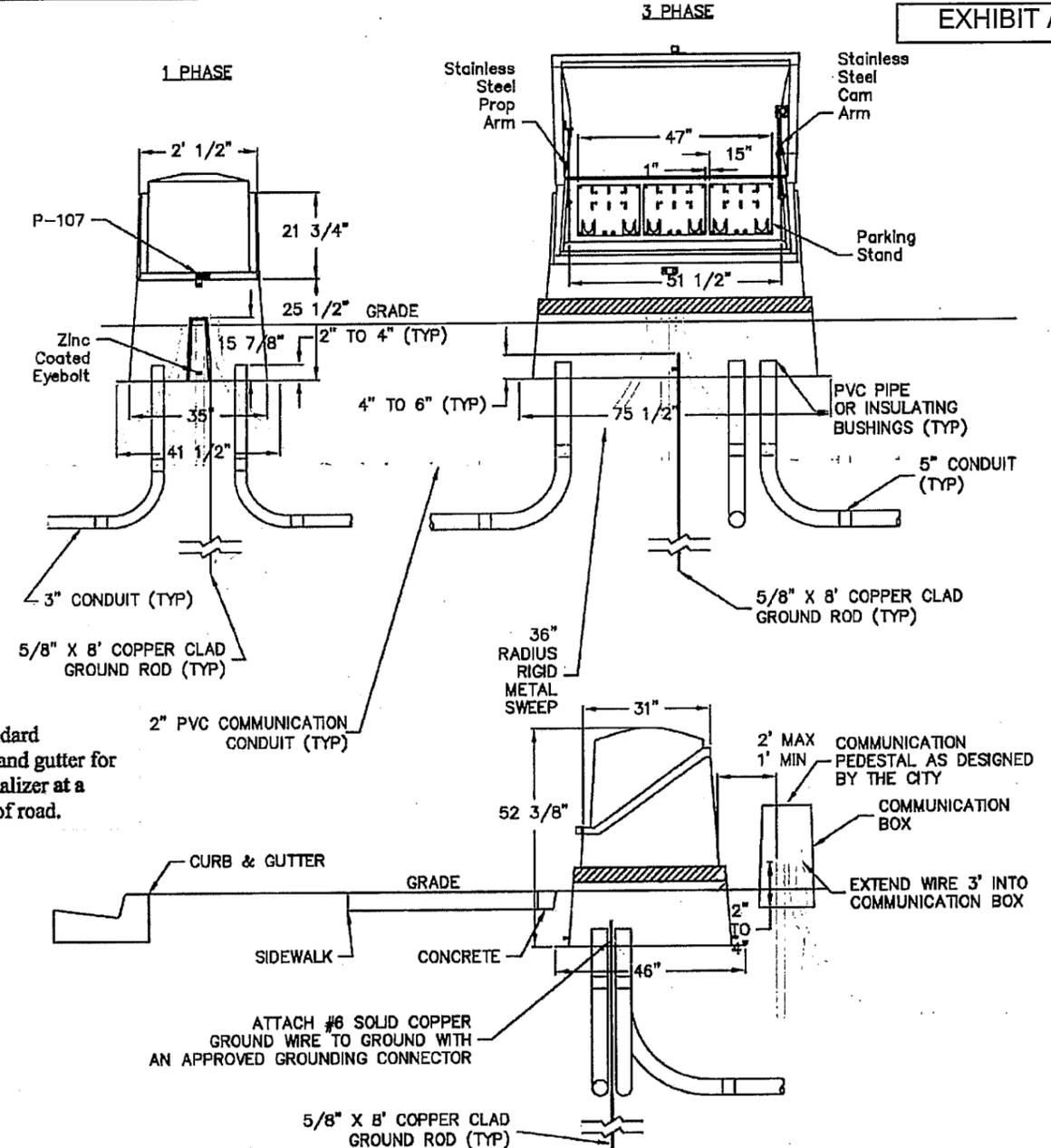
KP Date 8-2-10



Note:

Elbows are to be fiberglass or rigid only. No PVC.

EXHIBIT A-1



- NOTES:**
- SECTIONALIZER CABINET UNITS FOR 100 AMP 1 PHASE AND 3 PHASE ARE TO BE FABRICATED FROM FIBERGLASS COMPOSITE. CONDUIT OPENINGS MUST BE WITHIN THE GROUND SLEEVE WINDOW OF THE SECTIONALIZER. USE MANUFACTURER'S APPROVED GROUND SLEEVE FOR EACH SECTIONALIZER.
  - BLOW IN 1/4" POLY ROPE AND TIE SECURELY TO 4 POINT MOUNTING PLATE.
  - 100 AMP 1 PHASE SECTIONALIZER P/N: NORDIC ND-150-MG-101-X-X OR WESTERN POWER PRODUCTS P/N: SPM-320-47-MG-DF3
  - 100 & 200 AMP 3 PHASE SECTIONALIZER P/N: NORDIC ND-350-MG-101-X-X OR WESTERN POWER PRODUCTS P/N: SPM-540-47-MG-DF3

DRAWN	RDL	 R. PAUL ERICKSON 8-3-10 REGISTERED PROFESSIONAL ENGINEER STATE OF UTAH	REVISION	DATE	BY	STANDARD DRAWING 100-200 AMP 1 AND 3 PHASE SECTIONALIZER	SCALE
DESIGN	CMT						STANDARD
CHECK	R.J.H.						46 OF 63
DATE	08/08/04						

DATE	05/11/10	WILLIAMS LANE SECTIONALIZER RELOCATION PROVO RIVER CONSTRUCTORS
DES	J.H.H.	
DR	BBH CH DJW	
ENG		
SCALE	AS SHOWN	SHEET 12 OF 15 Z-U50 REV D
DATE	04-08-10	
REV	A	
REV	B	

PROVO RIVER CONSTRUCTORS

REV	DATE	DESCRIPTION
A	04-08-10	60 PERCENT COMPLETE
B	05-11-10	60 PERCENT COMPLETE WITH COMMENTS INCORPORATED
C	07-14-10	100 PERCENT COMPLETE
D	07-22-10	100 PERCENT CORRECTED

I-15 Williams Lane, Move Sectionalizer, Replace Cable		
Materials List		
UNDERGROUND CONSTRUCTION		
Quantity	Units	Description
625	ft	Kerite 1/0
2	ea.	Installing 1 phase Sectionalizer
1	ea	Remove 1 phase Sectionalizer
5	ea.	Terminating Load Break Elbow # 2 - 4/0 -750
620	ft	6" Conduit
600	ft	Trenching
1	ea	Fill to create space next to the road for the sectionalizer



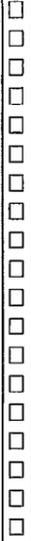
3rd party check print (Spanish Fork Power) *KP* Date *8-2-10*

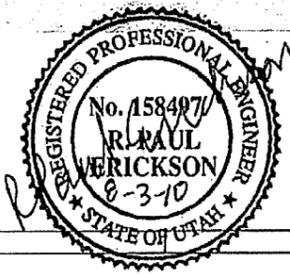
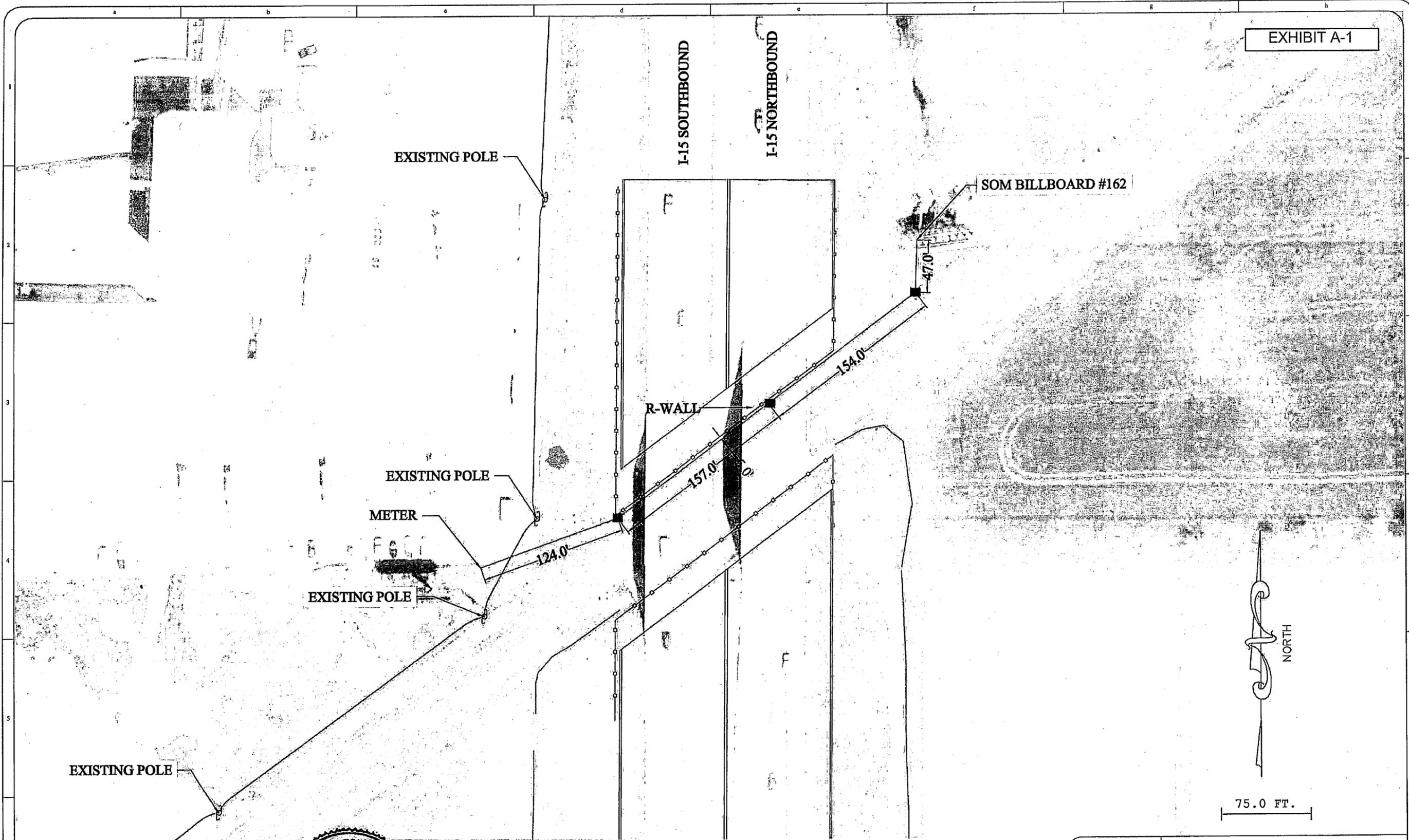
EXHIBIT A-1

DATE	05/11/10
DES	JHH
DR	BBH CH DJW
ENG	
WILLIAMS LANE SECTIONALIZER RELOCATION	
PROVO RIVER CONSTRUCTORS	
SCALE: AS SHOWN	SHEET 13 OF 15
Z-U50	REV D

No	DATE	REVISION	BY	CHK	APP	No.	DATE
A	04-08-10	60 PERCENT COMPLETE	JHH	DJW			
B	05-11-10	60 PERCENT COMPLETE WITH COMMENTS INCORPORATED	JHH	DJW			
C	07-14-10	100 PERCENT COMPLETE	JHH	DJW			
D	07-22-10	100 PERCENT CORRECTED	JHH	DJW			

PROVO RIVER CONSTRUCTORS





Note: Constructor to coordinate with billboard owner for buried electric relocation.

DATE	05/11/10	SOM BILLBOARD #162	
DES	JHH	ELECTRICAL CIRCUIT RELOCATION	
DR	BBH   CH   DJW	PROVO RIVER CONSTRUCTORS	
ENG		SCALE: AS SHOWN	SHEET 14 OF 15
		Z-U50	REV. D

PROVO RIVER CONSTRUCTORS			
No.	DATE	BY	CHK. APP. No. DATE
A	04-08-10	JHH   DJW	
B	05-11-10	JHH   DJW	60 PERCENT COMPLETE WITH COMMENTS INCORPORATED
C	07-14-10	JHH   DJW	100 PERCENT COMPLETE
D	07-22-10	JHH   DJW	100 PERCENT CORRECTED

■ PULL BOX

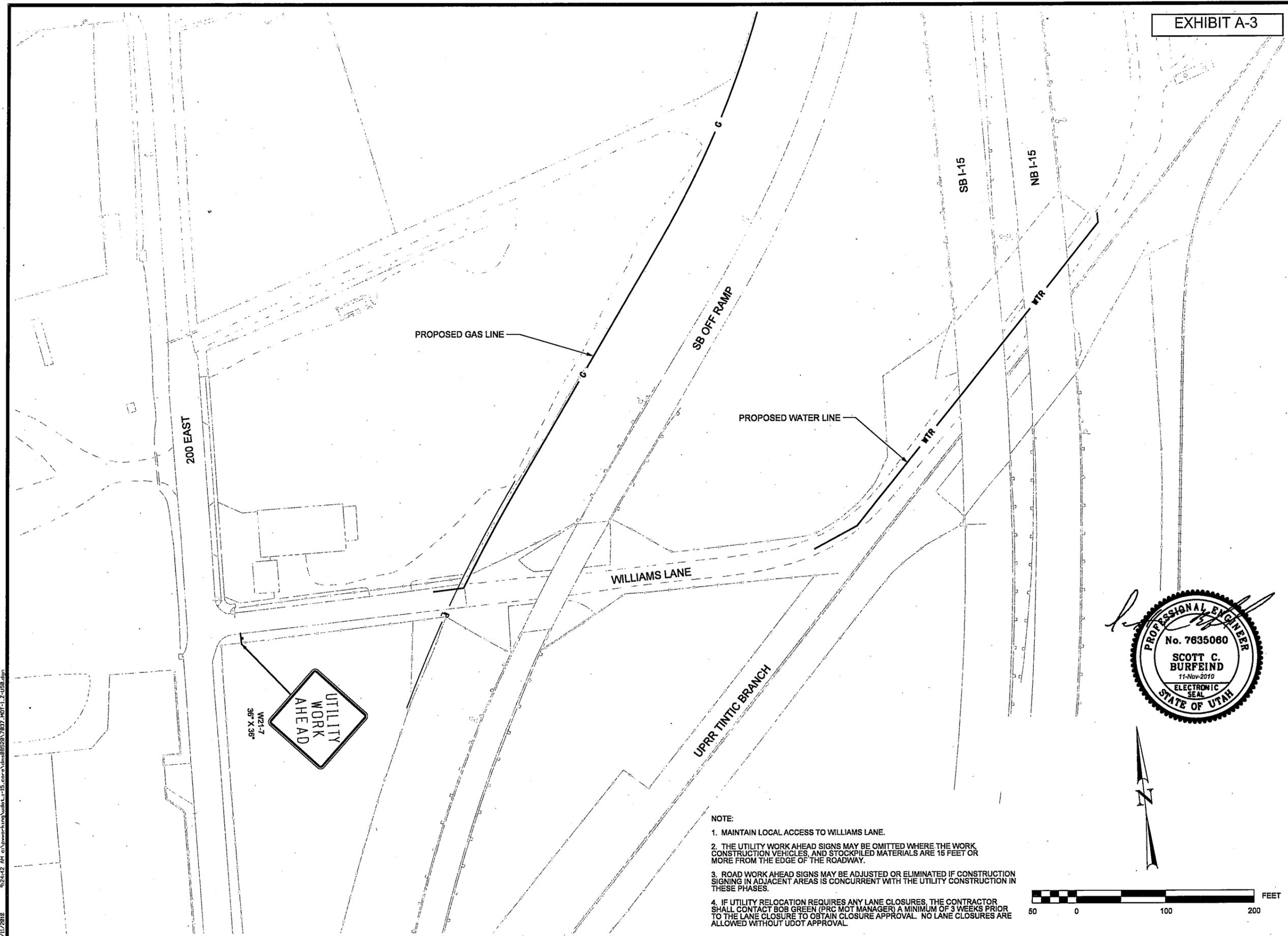




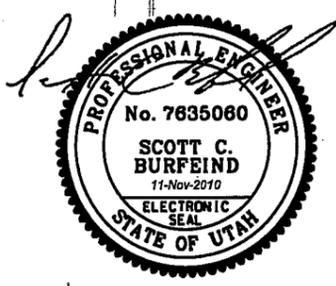








- NOTE:**
1. MAINTAIN LOCAL ACCESS TO WILLIAMS LANE.
  2. THE UTILITY WORK AHEAD SIGNS MAY BE OMITTED WHERE THE WORK CONSTRUCTION VEHICLES, AND STOCKPILED MATERIALS ARE 15 FEET OR MORE FROM THE EDGE OF THE ROADWAY.
  3. ROAD WORK AHEAD SIGNS MAY BE ADJUSTED OR ELIMINATED IF CONSTRUCTION SIGNING IN ADJACENT 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.



<b>UTAH DEPARTMENT OF TRANSPORTATION</b> ROADWAY DESIGN		DRAWN BY SCB
PROJECT I-15; UTAH COUNTY CORRIDOR EXPANSION ROAD & BRIDGE CONSTRUCTION	CHECKED BY JBM	DATE 11/11/10
PROJECT NUMBER MP-15-6(178)245	APPROVED  PROFESSIONAL ENGINEER	DATE 11/11/10
SHEET NO. MOT-1-Z-50	MOT FOR UTILITY RELOCATION	REMARKS

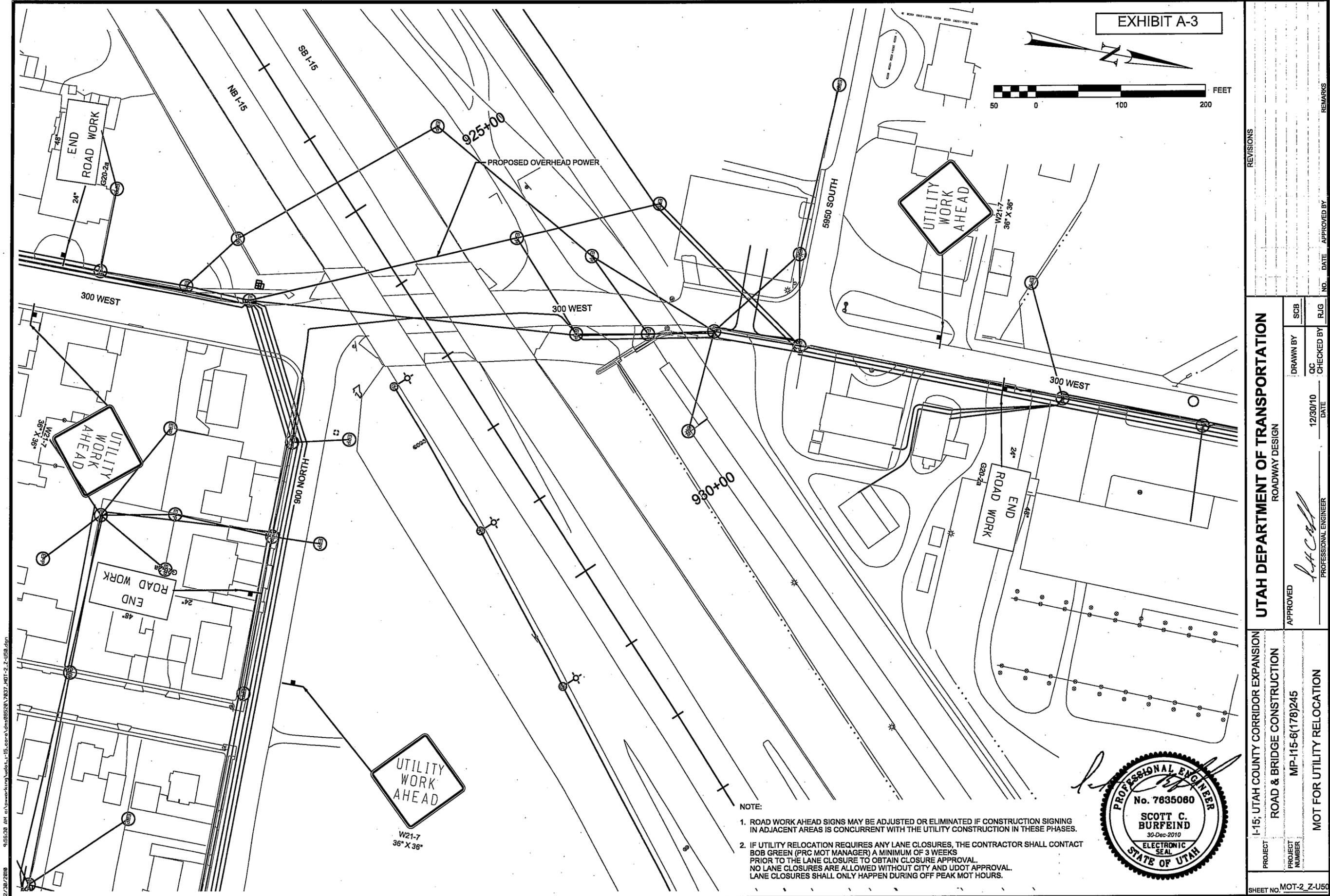
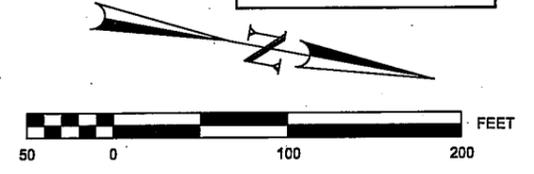


EXHIBIT A-3



REVISIONS

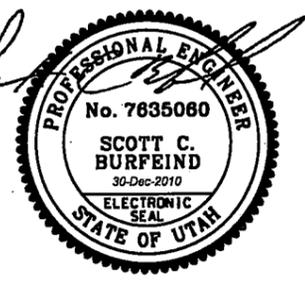
NO.	DATE	APPROVED BY	REMARKS

UTAH DEPARTMENT OF TRANSPORTATION  
ROADWAY DESIGN

APPROVED	DATE	QC CHECKED BY	R/JG
<i>SCB</i>	12/30/10		

PROJECT	I-15; UTAH COUNTY CORRIDOR EXPANSION
PROJECT NUMBER	ROAD & BRIDGE CONSTRUCTION MP-115-6(178)245
	MOT FOR UTILITY RELOCATION

- NOTE:
1. ROAD WORK AHEAD SIGNS MAY BE ADJUSTED OR ELIMINATED IF CONSTRUCTION SIGNING IN ADJACENT AREAS IS CONCURRENT WITH THE UTILITY CONSTRUCTION IN THESE PHASES.
  2. 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 CITY AND UDOT APPROVAL. LANE CLOSURES SHALL ONLY HAPPEN DURING OFF PEAK MOT HOURS.



12/30/2010 9:55:28 AM c:\pwworking\udot\l-15\corridor\mst\mst-2\_z-usb.dgn

Activity	Nov. 22	Nov. 29	Dec. 6	Dec. 13	Dec. 20
Design-Builder Traffic Control					
Work by Design-Builder					
Finalize and Demobilize					



# Memo

To: Mayor & City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: February 7, 2011  
Re: River Bank Stabilization Design Contract

---

## Staff Report

The Spanish Fork River has several locations with bank stability issues. We currently have an on-going contract for Bowen, Collins and Associates to provide flood control consulting services. This would use that contract and current approved funds in the storm drain budget to have them design the bank stabilization necessary at each location. It will also pay for them to go through the stream alteration permit and Army Corp 404 permitting process required to do the work.

We recommend that the attached \$5,700 contract with Bowen Collins and Associates be approved. The cost of this contract shall be paid for out of the approved budget and will not require an increase in the budget.

Attached: River Bank Stabilization Design Contract



**TASK ORDER No. 7**  
**Bank Stabilization Design**  
**City of Spanish Fork**

Task Order No. 7 is issued by the City of Spanish Fork (herein called OWNER) pursuant to the General Services Agreement between the OWNER and Bowen, Collins & Associates, Inc. (herein called ENGINEER) dated August 14, 2007.

**1. SERVICES**

It is our understanding that there are three areas along the Spanish Fork River where Spanish Fork City desires to mitigate bank erosion. Bowen Collins & Associates will complete the following work to accomplish this objective.

**Task 1 Bank Stabilization Design**

BC&A will prepare and provide up to two (2) PDF sealed design drawings that will show the areas where work will be performed and typical channel cross sections showing recommend bank stabilization methods for each of the three areas. The bank stabilization will be designed based on the channel velocity from the Spanish Fork River LOMR hydraulic model. Spanish Fork City will be able to use the drawings to obtain Stream Alteration Permits for the three areas and to construct improvements in the channel, once approved by the State of Utah.

**Task 2 Stream Alteration Permit**

BC&A will prepare and submit applications for stream alteration permits for the three areas, which will include the following:

- Prepare vicinity maps
- Prepare plan view maps of the proposed construction area
- Re-vegetation Plan
- Prepare and submit one application ACOE and Utah State Engineer's Office Joint Permit Application for each of the three areas.

The permitting application process was recently revised. We have discussed the new requirements with Chuck Williamson, Stream Alteration Permit Specialist for Utah County, and we understand what is will required in the Joint Permit.

**Work Not Included in This Task Order**

The following work items are not included in this task order:

- Construction Services – No time was included in this Task Order for construction services. We would be glad to add this service in the future if the City thinks it will be beneficial for the project.

- Permit Fees – This proposal does not include the permit fees required to be submitted with the Stream Alteration Permit application. We anticipate the fee to be \$1,500 (\$500 each for three applications).

## 2. COMPENSATION

BC&A proposes to complete the scope of services on a cost reimbursable basis with an estimated fee not to exceed \$5,700. A breakdown for this fee estimate is attached.

## 3. SCHEDULE

We are prepared to begin work immediately upon approval, and will have the design drawings ready and application ready to submit within 3 weeks of notice to proceed. It typically takes 4 to 6 weeks for the State of Utah to review and approve the applications.

The parties have executed this Task Order effective this 31<sup>st</sup> day of January, 2011.

### OWNER

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

### ENGINEER

By   
Name Craig R. Bagley  
Title Vice President

**Exhibit A**  
**Spanish Fork City**  
**Bank Stabilization Design**  
**Engineering Man-Hour and Fee Estimate**

Last Updated 1/31/2011

					Subtotal Hours	Subtotal Labor	Subtotal Expenses	Total Cost
	Labor Category	Engineer 1	Lands. Arch.	Engineer 6				
	Labor Rate	\$88	\$93	\$135				
<b>Task No.</b>	<b>Task Description</b>							
1	Bank Stabilization Design	22		4	26	\$ 2,476.00	\$224	\$ 2,700.00
2	Stream Alteration Permit	7	20	2	29	\$ 2,746.00	\$254	\$ 3,000.00
	<b>Total Hours</b>	<b>29</b>	<b>20</b>	<b>6</b>	<b>55</b>			
	<b>Total Cost</b>					<b>\$ 5,222.00</b>	<b>\$ 478.00</b>	<b>\$ 5,700.00</b>

**Expenses include:**

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



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: February 3, 2011  
Re: I-15 River Bridge Reconstruction Trail Agreement

---

## Staff Report

UDOT is commencing a bridge reconstruction project at the Spanish Fork River. They calculate that two box culverts would handle the flows of a 100 year flood with the required free board. Both the county and the city have master planned a trail system along the Spanish Fork River. We also have concerns about debris hanging up on a double culvert bridge system.

With these issues in mind Spanish Fork City and Utah County requested that UDOT install a third culvert for added capacity if debris hangs up on the culvert separation walls and to use as a trail connection under I-15. This UDOT has agreed to do but would like the included agreement with both the city and the county.

We recommend that the city council approve this agreement which allows the city and county to use the third culvert as a trail but holds UDOT harmless for the related costs of doing so.

Attached: Proposed Agreement



**AGREEMENT**

F-I15-6(197)254; Utah County  
I-15; Shoulder Reconstruction & Bridge Deck  
Treatments

Authority No. 53133; Pin No. 8269

**SPANISH FORK CITY**

**UTAH COUNTY**

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**,” and **SPANISH FORK CITY**, a municipal corporation of the State of Utah, hereinafter referred to as the “**CITY**”, and **UTAH COUNTY** a municipal corporation of the State of Utah, hereinafter referred to as the “**COUNTY**”

**WITNESSETH:**

**WHEREAS**, **UDOT** is engaged in preparing plans, specifications and estimates for that project identified as F-I15-6(197)254, I-15; Shoulder Reconstruction & Bridge Deck Treatments, Utah County, Utah; and

**WHEREAS**, said project includes the construction of a three barrel box culvert at the Spanish Fork River, and the **CITY** and **COUNTY** desire to use a portion of said box culvert for a pedestrian trail; and

**THIS AGREEMENT** is written to describe the conditions whereunder **UDOT** will allow said box culvert to be used as a pedestrian trail.

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

1. **CITY** and **COUNTY** acknowledge that the sole purpose of the three barrel box culvert is to convey the Spanish Fork River under I-15, and that the northern most barrel is designed to have water flowing through it in an event equal to a greater than a 10 year event.

2. **CITY** and **COUNTY** further acknowledge that **UDOT** is not responsible for the construction of the future wingwalls, lighting and or necessary pumping system for the trail. Details of said box culvert and future wingwalls are shown on the attached drawing **E-2663** marked “**EXHIBIT A**” attached hereto and thereby made a part hereof.

3. **CITY** and **COUNTY** agree to contact **UDOT** structures division prior to constructing said

**AGREEMENT**

F-I15-6(197)254; Utah County

I-15; Shoulder Reconstruction & Bridge Deck  
Treatments

Authority No. 53133; Pin No. 8269

**SPANISH FORK CITY**

**UTAH COUNTY**

wingwalls for the trail. **CITY** and **COUNTY** further agree to maintain all portions of said wingwalls and any portion of the trail within **UDOT** right-of-way at no cost to **UDOT**.

4. **CITY** and **COUNTY** further acknowledge that **UDOT's** maintenance responsibilities as they relate to the box culvert system are limited to the operation of the river channel, and in no way extend to the maintenance of the trail or removal of sediment and debris as they relate to the operation of said trail.

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**AGREEMENT**

F-I15-6(197)254; Utah County  
I-15; Shoulder Reconstruction & Bridge Deck  
Treatments

Authority No. 53133; Pin No. 8269

**SPANISH FORK CITY**

**UTAH COUNTY**

**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 above written.

**ATTEST:**

**SPANISH FORK CITY**, a municipal corporation of the State of Utah

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTEST:**

**UTAH COUNTY**, a municipal corporation of the State of Utah

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

**RECOMMENDED FOR APPROVAL:**

**UTAH DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Region 3 Utility and Railroad Coordinator

By: \_\_\_\_\_  
Region Director

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**COMPTROLLER OFFICE**

By \_\_\_\_\_  
Contract Administrator

Date: \_\_\_\_\_



# Memo

To: Mayor & City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: February 9, 2011  
Re: Contract Amendment to Add Full Build-out Scenario to the Travel Demand Model in the Transportation Masterplan

---

## Staff Report

Horrocks Engineering has completed the 2040 Traffic Model according to MAG's growth patterns based on 2010 Census data. Horrocks Engineering has an on going traffic engineering consulting contract with the city. This is helpful in predicting incremental traffic needs but often when growth occurs in an area the area becomes completely built out. This has led us to realize that a model is needed for complete build out of the whole city. This model combined with the previous model will help us predict immediate needs but also plan for the future and preserve required corridors. It will also allow us to make immediate plans for areas that are being completely built out where the MAG model only shows them to be built out incrementally.

We recommend that the \$4,800 contract with Horrocks Engineering be approved to complete this model. The cost of this contract and the amendment will be added in the next budget revision.

Attached: Contract Amendment to Add Full Build-out Scenario to the Travel Demand Model in the Transportation Masterplan



To: Chris Thompson, P.E.  
Public Works Director  
Spanish Fork City



From: Ron Mortimer, T.E., Principal  
John Dorny, P.E.

Date: February 7, 2011

PN10.040

**Subject: 2040 Travel Demand Model and TAZ Update (modification 1)**

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Thank you for allowing Horrocks to submit this proposal to perform additional work on the 2040 Travel Demand Model update. The need for this contract modification is to modify the Mountainland Association of Governments (MAG) travel demand model to accurately represent the future land use for Spanish Fork. The newly released 2040 MAG travel model considers a growth rate of around 2-3% for the next 20 years and then nearly no growth after that. This might be fine in establishing a 5 to 20 year planning horizon but what this fails to do is establish a full-build condition for Spanish Fork and future annexations. Without a full-build condition that matches the future zoning and land-use of Spanish Fork, it is impossible to estimate how much right-of-way to reserve for future roadways or expansions.

New roadways built today may accommodate a single subdivision or a few subdivisions, but by looking at full-build out of Spanish Fork, the City can preserve right-of-way now without the cost of purchasing right-of-way at a later date when more growth continues.

The scope of work presented here will take the MAG model, which is meant to be used for regional planning that doesn't include a build-out condition, and match it to Spanish Fork's General Plan and future land use planning efforts.

## Scope of Work

### 1. Travel Demand Modeling: Establishing a Full-Build Condition

Horrocks will compare the City's General Plan data to the 2040 travel-demand model and adjust the travel-demand model to represent a full-build out condition for Spanish Fork City. This will be done by assigning traffic to large areas of relatively vacant land throughout the City and surrounding future annexation areas (based on the General and Master Plan). Smaller in-fill parcels will not be reviewed unless directed by the City to include some lots that will contain a significant traffic generator.

This full-build condition will not have a horizon year attached to it. This scenario will be based on the complete build-out of the current Spanish Fork City boundaries and future expansion based on the established current planning efforts of Spanish Fork City.

We will include adjacent municipalities in the model using the 2040 scenario provided by MAG.

**2. Documentation**

The documentation will be in the form of the travel-demand model itself, Excel spreadsheets, and maps depicting a Full-Build out of the Spanish Fork Area. This will include maps that show level of service (A-F), daily traffic volumes, roadway deficiencies, future intersection signal locations, and recommended full-build out roadway classifications.

**3. Meetings**

Horrocks will present the data to Spanish Fork City in a meeting that is included in the proposal cost. All other meetings will be on an as-needed basis and will be billed on a time and materials basis.

The cost to complete the work described is **\$4,800** including all direct costs such as travel, phone, fax, computer, etc. Additional work due to site plan changes and/or additional project meetings will be performed/attended only at your request per our hourly rate schedule.

We can complete the work described in approximately 10 working days from receiving authorization to proceed.

We look forward to performing this work and can begin immediately at your request. If you have any questions, please feel free to contact Horrocks.

Sincerely,



Ron Mortimer

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**Cost of Tasks 1-3** **\$4,800**

**Authorization to Proceed**

Approved by: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Please Print

# ORDINANCE NO. 02 -11

## ROLL CALL

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

I MOVE this ordinance be adopted: Council member

SECOND the foregoing motion: Council member

## ORDINANCE NO. 02-11

### ORDINANCE AMENDING TELECOMMUNICATIONS MEETINGS

WHEREAS, Spanish Fork has an ordinance which allows for electronic meetings by following the requirements of Utah Code Annotated §52-4-7.8 (1953 as amended); and

WHEREAS, Spanish Fork City has held meetings using telecommunications technologies, finds them beneficial, and plans on continuing their use; and

WHEREAS, it is in the best interest of the City to allow telecommunications meetings when a council member or staff is out of town, ill, or otherwise able to attend at the regular location; and

WHEREAS, the telecommunications industry is changing rapidly, with

technological advances, which necessitate changes to the ordinance from time to time;

WHEREAS, the advance notice required to be prepared for a telecommunications meeting is now much shorter;

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

I.

Spanish Fork Municipal Code §2.08.035(B)(iii) is hereby amended as follows:

**2.08.035 Telecommunications Meetings.**

**B. Telecommunications Meetings Authorized**

iii. Members who desire to participate in a meeting of the City via telecommunications should notify the City of their intent far enough in advance of the meeting so that appropriate arrangements can be made to conduct the meeting via telecommunications. Notice shall be given to the City Manager's office, which office shall determine what is adequate notice.

II.

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

DATED this 15th day of February, 2011.

---

G. WAYNE ANDERSEN, Mayor

Attest:

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KENT R. CLARK, City Recorder



## MEMO

To: Mayor & City Council

From: Chief Dee Rosenbaum

Date: February 15, 2011

Re: False Alarm Ordinance Amendment

When the False Alarm Ordinance was passed a year ago we inadvertently left out a paragraph that is an enforcement mechanism. This amendment will add the enforcement paragraph which states that if a violator is assessed a fee and fails to pay the fee within 120 days of notice the violators permit may be suspended. Also that if they have 10 false alarms in a calendar year their alarm system will be deemed unreliable and their alarm permit may be suspended. If a permit is suspended, in order to get the permit reinstated the violator will have to pay the imposed fines plus a \$100 fee. Note: the alarm permit suspension does not apply to fire alarms.



# ORDINANCE NO. 03-11

## ROLL CALL

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

I MOVE this ordinance be adopted: \_\_\_\_\_

I SECOND the foregoing motion \_\_\_\_\_

## ORDINANCE No. 03-11

### AN ORDINANCE AMENDING THE FALSE ALARM REQUIREMENTS OF SPANISH FORK CITY

WHEREAS, Spanish Fork City adopted a false alarm ordinance in order to eliminate the number of false alarms and responses thereto within the City, including the attendant risks; and

WHEREAS, the ordinance has now been in place for a number of months and several false alarm penalties have been assessed; and

WHEREAS, some of the businesses against who penalties have been assessed

have not paid the assessment and the City has determined that an adequate enforcement remedy for collection of the assessments does not exist within the ordinance, necessitating an amendment thereto;

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

I.

Spanish Fork City Municipal Code §9.44.060 is hereby amended by amending the provisions of paragraph A, changing existing paragraph B to paragraph E, and creating a new paragraphs B, C & D as follows:

**9.44.060 False Alarms**

A. For each false alarm to which emergency personnel are dispatched (even if the call is subsequently cancelled) in any calendar year, the alarm user shall be issued a warning or shall pay an administrative service fee to the City according to the following schedule:

First three false alarms	Warning
Fourth false alarm	Fifty dollars (\$50.00)
Fifth false alarm	Seventy-five dollars (\$75.00)
Sixth through ninth false alarms	One hundred dollars (\$100.00)
Tenth and subsequent false alarms	Two hundred dollars (\$200.00)

B. All administrative service fees assessed under this Chapter shall be paid to the City within (30) days of the date the notice of the assessment of the service fee is mailed to the alarm user. If any service fee is not paid within the time set forth above, late penalties shall be assessed against the alarm user according to the following schedule:

1-60 days	Ten dollars (\$10.00)
61-90 days	Twenty dollars (\$20.00)
91-120 days	Thirty dollars (\$30.00)

- C. The City may use all available legal remedies to collect delinquent service fees and late penalties. If a delinquent service fee is owed by a business, payment of the fee and late penalties is required prior to the renewal of the alarm user's business license.
  
- D. An alarm permit shall be suspended for any failure by the alarm user to pay any administrative service fee and applicable late penalties imposed pursuant to this Chapter within (120) days of the date that notice of the assessment of the service fee is mailed to the alarm user. The Public Safety Director may also suspend any alarm permit if the Director determines that the alarm system in question has a history of unreliability, which unreliability shall be presumed upon the occurrence of ten false alarms in any calendar year. A suspension for unreliability may be lifted upon a showing that the conditions which caused the false alarms have been corrected. An alarm user whose alarm permit is suspended from the City shall pay a reinstatement fee of one hundred dollars (\$100.00) to the City before such permit shall be reinstated. Notwithstanding the above, a fire alarm permit shall not be suspended if such an alarm is required by the building code or any statute, law, or other ordinance.
  
- E. [formally paragraph B-no change]

II.

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

DATED this 15<sup>th</sup> day of February, 2011.

---

G. WAYNE ANDERSEN, Mayor

Attest:

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Kent R. Clark, City Recorder



## STAFF REPORT

**DATE:** 2/8/2011  
**TO:** Honorable Mayor and City Council  
**FROM:** Cris Child/Airport Manager  
**SUBJECT:** ROCKY MOUNTAIN COMPOSITES LEASE ASSIGNMENT

---

### **RECOMMENDED MOTION**

#### Motion to Approve Assignment

**BACKGROUND** Rocky Mountain Composites currently operates a manufacturing facility on land leased from the Airport. At the last Airport Board Meeting, Jason Sant the Spanish Fork City Assistant Attorney reported to the board that he has reviewed a request from Rocky Mountain Composites to assign the current Airport Ground Lease from 303 West Corporation to San Miguel Valley Corporation as a sale is pending. A motion was made by John Hafen to recommend to the City Councils that the assignment be approved, seconded by Clair Anderson, vote unanimous.

**DISCUSSION** The current economic downturn has created a difficult economic environment for Rocky Mountain Composites to meet their obligations. The pending sale and assignment of the lease agreement is seen by the Airport Board as a positive step in enabling Rocky Mountain Composites to improve their economic viability.

**ALTERNATIVES** BLOCK THE ASSIGNMENT. MOST LIKELY NOT IN THE BEST INTEREST OF ANYONE INVOLVED IN THE ISSUE.

**FISCAL IMPACT** SUPPORT OF THE ASSIGNMENT WILL LIKELY HELP ROCKY MOUNTAIN COMPOSITES TO MEET THEIR GROUND LEASE PAYMENT REQUIREMENTS.

Name Cris Child  
Title Airport Manager



# PRELIMINARY PLAT

## REPORT TO THE CITY COUNCIL KIRBY LANE BUSINESS COMPLEX PRELIMINARY PLAT

- Agenda Date:** February 15, 2011.
- Staff Contacts:** Dave Anderson, Community Development Director.
- Reviewed By:** Development Review Committee, Planning Commission.
- Request:** Duane Koyle is requesting Preliminary Plat approval to subdivide an existing building into three separate units that could then be individually conveyed.
- Zoning:** Commercial 2.
- General Plan:** General Commercial.
- Project Size:** Approximately 32,000 square feet.
- Number of lots:** 3.
- Location:** Approximately 600 East Kirby Lane.

### Background Discussion

At present, Mr. Duane Koyle owns a building that is situated between the Wingers building and Kirby Lane. The building has three separate units that house three separate businesses. At present, the building and all of the improvements on the 32,000 square-foot property constitute one lot. As such, that lot can only be bought and sold in mass, it cannot be parceled out in any fashion.

Mr. Koyle has proposed to file a condominium plat that would allow each of the three units to be conveyed individually. The parking area would be owned by an owners association and would be maintained jointly by owners of the three individual units. The initial step in this process is to have a Preliminary Plat approved. The applicant would then need to have a Final Plat approved before being able to have a plat recorded.

The City's standards with respect to applications of this nature are limited to provisions in the City's Construction and Development Standards and the Condominium Act as found in Utah State Code. Staff and the Planning Commission have recommended that the proposed plat be approved subject to several conditions that involve meeting code requirements and addressing the need to provide pressurized irrigation service to the area.



### Development Review Committee

The Development Review Committee recommended that this request be approved. Draft minutes from the February 2, 2011 meeting read as follows:

#### Kirby Lane Business Complex

Applicant: Duane Koyle  
General Plan: General Commercial

Zoning: Commercial 2  
Location: 600 East Kirby Lane

Mr. Johnson explained that it was an existing building that they wanted to turn into condos and explained Engineering redlines which were as follows:

1. A 10' Public Utility Easement shall be required along Kirby Lane.
2. Condominium Plat should show Units instead of Lots.
3. Address Units: Unit 1 – 642 East, Unit 2 – 644 East, Unit 3 – 646 East.
4. Unit 2 has some errors in its dimensions. East corner should have a distance of 7.42' instead of 7.00'. South corner should have a distance of 7.00' instead of 6.82'.
5. Existing building has a single utility service for water and sewer. Separating existing building into individual units shall require each individual unit to have its own separate utility service or an agreement between unit owners sharing the use of the single utility service. This agreement shall satisfy Spanish Fork City that all utility services shall be paid for and maintained properly by the owners.
6. Developer shall be required to pay to the City the costs associated with installing the Pressurized Irrigation in Kirby Lane.

Discussion was held regarding the redlines.

Mr. Baker asked Mr. Swenson if he had looked at the proposal. Mr. Swenson explained that he was aware of the proposal but that he had not inspected the building for years.

Mr. Baker **moved to continue** the project. He later withdrew his motion.

Mr. Anderson disagreed with Mr. Baker's motion and discussion was held regarding approving the proposal contingent upon the applicant addressing any building code issues.

Mr. Swenson said he was not aware of what the attic separation was in the building and that the applicant would need to submit that information from a licensed architect.

Mr. Anderson asked what the City's policy was with the approach that we take in turning existing buildings into condominiums. He said that Mr. Peterson had made it clear that there would need to be separate power meters.

Mr. Oyler said that he felt if they were not going to have separate sewer and water lines that they would need to have an association legally responsible for the utilities.

Discussion was held regarding what the City's policy is regarding laterals, metering and meeting the International Building Code for residential versus commercial condominiums.

Mr. Thompson explained that the City would not get involved in civil matters as to who pays the bill if some sort of an association was established for sharing lines.

Mr. Swenson explained that in the industrial part of town a water line may not be able to be shared. Mr. Oyler said he felt condominium proposals would need to be looked at on a case by case basis.

Mr. Anderson recapped the discussion by stating that there was an understanding for a need to have some type of owners association involved to maintain common area and that the association would also be responsible for common water and sewer lines to the building and that the association would then be responsible to divvy up water and sewer bills amongst the owners and that it was not an issue that the City would get involved with. That the Building Department would need to inspect the building and there may be a need for the applicant to provide architectural plans showing how the building is going to be brought into conformity with the current building code as it would apply to individually conveyed units. We understand that today there is a separate power meter to each unit but that the Power Department would want to confirm that.

Mr. Oyler **moved to approve** the Preliminary Plat subject to the following conditions:

#### Conditions

1. The issues as stated by Dave Anderson above be addressed.

2. That the applicant pays for the pressurized irrigation line that will be installed in Kirby Lane before a final plat is accepted.

Mr. Anderson **seconded** and the motion **passed** all in favor.

Mr. Thompson asked if the pressurized irrigation should be triggered on this proposal. Mr. Baker said he felt it did. Mr. Thompson explained that the applicant would pay the amount that it would cost to construct ½ the line and the condition was placed with the motion.

### Planning Commission

The Planning Commission reviewed this request in their February 2 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

#### Kirby Lane Business Complex

Applicant: Duane Koyle

General Plan: General Commercial

Zoning: Commercial 2

Location: approximately 600 East Kirby Lane

Mr. Anderson explained that the parcel that the building sits on was owned by one owner who was simply proposing that the individual units of the building be divided in order to be sold individually. He further explained that the parking lot would be common area and the process at Utah County was to record a Condominium Plat. He explained that the City looks at commercial condominiums differently than residential with regard to utilities. Each unit would need a separate meter for power but that the other services could be owned commonly. He explained the conditions of the DRC approval.

Commissioner Stroud asked if the City would make sure that all Building Code requirements are met before recording a Final Plat. Mr. Anderson said that City staff would.

Commissioner Gonzales asked what the building would be using pressurized irrigation for as they did not have any landscape. Mr. Anderson explained that there was a little bit of landscape and that staff believed there would be a need for pressurized irrigation service down Kirby lane.

Mr. Anderson gave background on the discussion about a pressurized irrigation line and Taco Time.

Commissioner Evans asked if the City had looked at other proposals similar to this one. Mr. Anderson said that the City had only looked at one other in the time that he had worked for the City; that it did not happen very often.

*\*\* Commissioner Cope arrived at 6:27p.m.*

Commissioner Gonzales **moved** to **approve** the Kirby Lane Business Complex Preliminary Plat subject to the following conditions:

### Conditions

1. That the applicant has a licensed architect submit plans that identify what improvements need to be made to conform to the Building Code.
2. That they will have some type of Owner's Association responsible for common improvements.
3. That the applicant will be responsible to bring the building to current Building Code.
4. That the separate power meters are required.
5. That the developer shall be required to pay to the City the proportionate cost associated with installing the pressurized irrigation in Kirby Lane.

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

### Budgetary Impact

There is no anticipated budget impact with this proposed subdivision.

### Recommendation

Staff recommends that the proposed Preliminary Plat be approved.







**TO:** Spanish Fork City Mayor and City Council  
**FROM:** Dave Anderson, Community Development Director  
**DATE:** February 8, 2011  
**RE:** Bella Vista Reapproval

Accompanying this memorandum is a copy of the staff report that was presented to the City Council when the Bella Vista development was approved in 2009. The attached staff report was presented when both Zone Change and Preliminary Plat approvals were sought. At this time, the Council is only being asked to act on the proposed Preliminary Plat. The zoning was changed in 2009 making that a moot issue relative to the project's entitlements today.

In short, the developer failed to maintain the Preliminary Plat approval by recording a plat within a year of the original November 4, 2009 approval date. The applicant has applied to have the project reapproved with the same lot configuration and street layout – in the same form as the original approval.

The DRC reviewed this proposal on January 26 and recommended that it be approved. The DRC recommended that it be approved with the original conditions and one new condition. The additional condition pertains to a park that is planned for the north end of the development. The City has recently changed its approach to designing parks in new developments. In the past, parks have typically been designed by developers. The City has now contracted with a park designer to design City parks, including parks that are to be constructed by private developers. City staff has recommended that the City's consultant redesign the improvements in the park that is planned for this development.

The Planning Commission also reviewed this request and has recommended that it be approved. Draft minutes from the Commission's February 2, 2011 meeting read as follows:

**Bella Vista**

Applicant: Lou Bankhead  
General Plan: Residential 5.5 to 8 units per acre  
Zoning: R-1-6  
Location: 800 North State Road 51

Mr. Anderson gave background on the proposal and explained that a Preliminary Plat approval expires one year from the date it is approved by the City, unless a Final Plat is recorded. He further explained that a Final Plat was not recorded for Bella Vista and that the Preliminary Plat had expired and needed re-approval. The only change to the proposal is that the City's Parks & Recreation Department requires all parks to be designed by the City's consultant.

Chairman Christiansen asked Mr. Anderson to give him background on what the history was with Expressway Lane. Mr. Anderson explained that the City's transportation plan had changed and that a big road would no longer tie in through this development to Expressway Lane.

Commissioner Marshall asked if the applicant would be contributing the same dollar amount of money towards the park cost projection. Mr. Anderson said that was the expectation.

Commissioner Gonzales asked if some of the open space was for parks and, if so, could they be moved away from the highway? Mr. Anderson explained that it was open area and not useable park space. Commissioner Marshall said that it was never discussed as park space. The applicant said it was for detention.

Steve Maddox

Mr. Maddox thanked the Commission for re-hearing the proposal. He said that nothing had changed and explained that the open space was not park space but detention.

Commissioner Evans **moved** to **re-approve** the Bella Vista Preliminary Plat subject to the following conditions:

### **Conditions**

1. That the applicant meets any conditions of the original approval
2. That the applicant designs the park as specified by the City's Parks & Recreation Department.

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

Staff therefore recommends that the proposed Preliminary Plat be approved based on the following finding and subject to the following conditions:

### **Finding**

1. That the proposed Preliminary Plat conforms to the City's requirements for Master Planned Developments in the R-1-6 zone.

### **Conditions**

1. That a design of the park be completed as part of the final plat review process on the project's first phase.
2. That the applicant dedicate the park land with the first phase.
3. That the applicant bond for a proportionate share of the park construction with the second and third phases.
4. That the park be constructed with the public improvements in the third phase.
5. That all of the landscaping that is visible from a public right-of-way be installed at the time of development or when the time homes are constructed.
6. That the City redesign the proposed park improvements and that the improvements be constructed according to the City's approved plan.



# PRELIMINARY PLAT

## REPORT TO THE CITY COUNCIL BELLA VISTA ZONE CHANGE AND PRELIMINARY PLAT

**Agenda Date:** November 4, 2009

**Staff Contacts:** Dave Anderson, Community Development Director

**Reviewed By:** Development Review Committee

**Request:** Steve Maddox is requesting a Zone Change and Preliminary Plat approval for a 100-lot Master Planned Development.

**Zoning:** R-1-6

**General Plan:** Residential 5.5 to 8 units per acre

**Project Size:** 26.14 acres

**Number of lots:** N/A

**Location:** approximately 900 North State Road 51

### Background Discussion

The City has fielded a number of development proposals in recent years for the properties that are now included in the proposed Bella Vista Preliminary Plat. The current proposal involves the development of single-family homes whereas other submitted versions have included townhomes.

Three different zoning districts are found within the proposed development area. R-3, Rural Residential and R-1-6 zoning currently exist. R-1-6 zoning is proposed for the entire development. The proposed R-1-6 zone is consistent with the Residential 5.5 to 8 units per acre General Plan designation. The proposed development is presented as a Master Planned Development with a total of 100 building lots. One of the building lots, lot 100, currently houses a Residential Treatment Facility. The other 99 lots are designed to accommodate single-family dwellings.

One of the more unique factors of the proposal is the inclusion of lots that have as little as 40 feet of frontage and 4,000 square feet in area. The Master Planned Development section of Title 15 permits lots of this nature so long as the City Council makes specific findings relative to such lots being an enhancement from other development types. The specific language from Title 15 reads as follows:

Single family lots shall be a minimum of 6,000 square feet, with a minimum of 50 feet of frontage; twin home lots shall be a minimum of 4,000 square feet each, with a minimum of 40 feet of frontage each. The Council may grant a waiver of this requirement based on superior design. The Council has the absolute discretion in approving a request for such a waiver. In this case, this City Council entertained the concept of granting this waiver in a meeting last month. In that meeting, the City Council indicated a willingness to approve the development with lots that may be as small as 4,000 square feet as long as no other issues surface as concerns relative to the proposed development.



Staff's main concerns with the proposal have involved the quality of construction and the functionality of providing basic utility services to lots with 40 feet of frontage. Accompanying this report is a package of information for the development that identifies what the elevation of homes constructed in the project are proposed to be. Additionally, the applicant has proffered the following standards relative to homes that would be constructed:

#### Home Size

R-1-6 Zone – Home size shall be no less than 1,550 finished square feet. Developer is proposing homes ranging from 1,700-2,400 square feet with many of the homes having basements.

#### Exterior Materials

Exterior material types – Exteriors shall be limited to brick, stone, hard board siding or stucco. A minimum of 50% of the homes constructed on project shall include a brick and / or stone architectural element on a portion of the front elevation of the home.

#### Home Plotting Restriction

Home plotting criteria – no identical home (i.e. the same floor plan and exterior elevation) shall be plotted within 200 feet of each other.

Exterior color schemes – no exterior color schemes may be plotted next to a home with the same scheme.

A schematic of homes will be on the final plat showing drive approaches / utility crossing to allow utilities / livability.

#### Home Design Elements

Garages – each home will have a minimum two (2) car garage and a three (3) car garage offered where lot permits.

Exterior Elevation – a minimum of three (3) exterior elevations per plan shall be provided.

Variation in window, roof design, exterior relief and window treatments will be provided

Roof Pitch – a minimum roof pitch of 6:12 will be constructed.

#### Subdivision Facts

Each home will have full front yard landscaping provided by developer. (See CC&R's section 10.09)

A 3+ acre "Public" park will be provided as open space providing entertainment and enjoyment of community.

Each yard will be fenced for the privacy and livability for all. Restrictive CC&R's will be recorded and enforced.

Relative to the provision of utilities to each lot, the proposed solution for staff's concerns is to design the location of each driveway and all lateral locations with the construction plans that are submitted with Final Plat applications. Our staff seems to agree that by designing to this higher level of detail we can avoid problems that have been experienced in other projects where space is limited. A three-acre park is proposed as part of this development. The applicant has offered to improve the park as part of the amenity package for the overall project. In fact, the applicant has provided conceptual renditions to illustrate the types of improvements that they propose to make in the park.

Relative to a design for the park and the improvements that would be constructed therein, staff feels strongly that, as this would be a City park, City staff should be very involved in the design of the park. To that end, City staff met earlier this week with the applicant to discuss the basic design philosophy and level of improvement that the City expects to see within the park. The applicant has agreed to prepare a final design for the park that will be approved by the City with the approval of the Final Plat for the first phase of the development.

Also related to the design of the park are several images that the applicant included in the accompanying package of information that pertains to park improvements. Staff wishes to make clear that the examples of benches, playground equipment and other exhibited items do not necessarily conform to the City's expectations for that type of equipment in City parks. The applicant has been advised that different items will likely be required for the park and they have offered to work with staff to make sure that improvements designed for the park meet the City's standards.

The last park related issue involves the timing of its construction. City staff is very concerned about making sure that any facility proffered at the time that a development is approved is ultimately constructed in the manner described. Staff also understands some of the basic realities of financing a development and how potentially impractical it might be to require all amenities with a development's initial phase. In the hope of balancing the City's needs and the developer's ability, staff has proposed that the land for the park be dedicated with the initial phase, that the applicant bond for 50% of the cost to construct the park with the second phase and that the applicant bond for the remaining cost to construct the park

and then construct the park with the other public improvements in the third phase. Staff believes that this program ensures that the park will be constructed as approved.

### Development Review Committee

The Development Review Committee reviewed this request in their October 21, 2009 meeting and recommended that it be approved. Minutes from that meeting read as follows:

#### Bella Vista

Applicant: Steve Maddox

General: Residential 5.5 to 8 units per acre

Zoning: Rural Residential, R-3 and R-1-6 existing, R-1-6 requested

Location: approximately 900 North State Road 51

Discussion was held between the Committee and the applicant regarding the size of the park, access through the park for farm equipment, trails, stubbing utilities to the east boundary, table on the cover sheet of the Preliminary Plat needing to be updated, phasing and improving the park, the park being constructed with the public utilities in the third phase, that before the final plat is approved the park will need to be designed, meandering the sidewalk on the side of the park, specific language that refers to exterior materials, power and storm drain.

Mr. Anderson **moved** to recommend to the City Council **approval** of the Bella Vista Zone change from Rural Residential, R-2 and R-1-6 to all R-1-6, based on the following findings:

#### Findings

1. That the proposed zone is consistent with the General Plan.
2. That the zone would accommodate the proposed Bella Vista development which appears to conform to the City's requirements for Master Planned Developments.

Mr. Thompson **seconded** and the motion **passed** all in favor.

Mr. Anderson **moved** to recommend to the City Council **approval** of the Bella Vista Preliminary Plat located at approximately 900 North State Road 51 with 100 building lots subject to the following conditions:

### Conditions

1. That the applicant update the supportive materials prior to the project being presented to the Planning Commission.
2. That the applicant make any necessary corrections to the plat itself and receive approval from the City's Engineering Department prior to the project being presented to the Planning Commission.
3. That a design of the park be completed as part of the final plat review process on the project's first phase.
4. That the applicant dedicate the park land with the first phase.
5. That the applicant bond for a proportionate share of the park construction with the second and third phases.
6. That the park be constructed with the public improvements in the third phase.
7. That all of the landscaping that is visible from a public right-of-way be installed at the time of development or when the time homes are constructed.

Mr. Thompson **seconded** and the motion **passed** all in favor.

### Planning Commission

The Planning Commission reviewed this request in their November 4, 2009 meeting and recommended that it be approved. The following are draft minutes from that meeting:

#### Bella Vista Zone Change

Applicant: Steve Maddox

General Plan: Residential 5.5 to 8 units per acre

Zoning: R-3, R-1-6 and Rural Residential

Location: approximately 900 North State Road 51

Mr. Anderson said he would be discussing both the Zone Change and the Preliminary Plat in tandem. He explained the current zoning of the property was R-3, R-1-6 and Rural Residential and the General Plan designation was 5.5-8 units per acre. He said that the applicant was requesting R-1-6 zoning, and that this proposed density was at the low end of what the General Plan allowed and that due to the unique characteristics of the property (the presence of a substantial gas line, railroad tracks and highway) City staff felt comfortable approving the R-1-6 zoning. Mr. Anderson explained the proposed Preliminary Plat was a Master Planned Development. The proposed Master Planned Development would be exclusively single-family

detached homes and that there would be 100 building lots in all but one lot which already exists with a residential treatment center. Mr. Anderson explained that some of the lots would be as little as 4,000 square feet with other lots being much larger than that. He said that under the Master Planned Development section of the Municipal Code that a waiver could be granted for the smaller lot size and that the City Council would need to approve the waiver in order for this development to be approved. Mr. Anderson said he felt that in canvassing Utah County, you would not find many developments of this type, but in other states single family detached homes on smaller lots are very common. He said he felt that the key to success for this type of development was the quality of construction and provisions to ensure that proper maintenance of landscaping and fencing occurred. He said City staff's greatest concerns were related to maintenance and felt the applicant had addressed the concerns head on. He said the exterior product of the homes would be all masonry and that the applicant was proffering a three-acre parcel of land to be dedicated to the City for a park. He said that the applicant would be required to construct the park to the City's park standards and that the applicant had met with the City's Parks and Recreation Department. He explained the phasing plan of the development and how it would affect the construction of the park.

Commissioner Marshall asked how enforceable CC & R's were and if the City was involved in CC & R's. Mr. Anderson explained how CC & R's work, that they were a civil issue and that the City did not get involved in the enforcement of CC & R's.

Chairman Christianson asked what the City was agreeing to pay for the park. Mr. Anderson said that the applicant was going to pay for 100 percent of the construction of the park. He said that City staff understood that there was not a final design for the park that was acceptable to the City but that there would need to be a final design before a Final Plat is approved.

Chairman Christianson asked about the three detention basins and asked if the maintenance of the basins would be the City's responsibility or common space that would be the responsibility of the Homeowner's Association (HOA). Mr. Anderson said it was his understanding that it would be both. The HOA would maintain the turf but the City would maintain the storm drain portion of the retention basin.

Chairman Christianson asked what the City's setbacks were between the lot that already existed that the residential treatment center was located on and the proposed lot that would abut it. Mr. Maddox said that it was his understanding that the lots met the City's setback requirements but that if for some reason they did not he would rectify the issue.

Chairman Christianson invited the applicant to speak.

Steve Maddox

Mr. Maddox said he would address the park portion of the development and explained that he had met with the City Parks and Recreation Department. Mr. Maddox explained what they had agreed upon. He said they were still in the stages of designing a fence because he wanted a more open feel but was met with opposition from City staff who felt that people want privacy and did not want an entourage of fencing. He then explained how he felt about CC&R's are that the keys to CC & R's were setting the bar high at the beginning, education and enforcement.

Commissioner Robins asked Mr. Maddox if, in his experience, maintaining CC&R's had to be pushed to the legal limit. Mr. Maddox said he had not had to go that far. He said that education was key.

Discussion was held regarding HOA's, how they work and enforcement of CC&R's.

Commissioner Robins asked about wetlands. Mr. Maddox said he will leave it in its natural vegetation.

Mr. Maddox explained the gas line easement.

Chairman Christianson asked about Residential Treatment Center and whether it is legal conforming or non-conforming use. Mr. Anderson said that the treatment center was already zoned R-1-6 and was a non-conforming use and the vested status would not change.

Commissioner Evans asked Mr. Maddox if he was comfortable with agreeing to construct a park to the City's standards without a final design. Mr. Maddox said that he was because he had met with the Parks Department. He said the price point was the playground equipment but felt he was in a comfort zone. Mr. Maddox asked if he could construct the park along with the third phase of the development and not be allowed to pull a building permit on the fourth phase until the park was

finished instead of constructing the park before building permits are issued on the third phase.

Mr. Anderson said that the City would like a clear trigger for when the park would be constructed and that was the reason for the condition that the park be constructed along with the public utilities.

Discussion was held regarding the phasing plan, the park and whether or not the applicant could take more time to construct it.

Commissioner Marshall asked about road width and when the City uses the different widths. Mr. Anderson explained the streets in the project that would qualify for certain widths.

Chairman Christianson invited public comment.

Avante Custio

Ms. Custio expressed concern with the lot size. She said she feels it is too small. She also expressed concern with maintenance and wetlands.

Commissioner Robins explained the history on the project.

Mr. Maddox said he had met on site with the Army Corps of Engineers and that they had discovered four illegal wells that have since been capped and the ground is now dry. He then explained that he had the ability to maintain the project through an HOA and, if it was done correctly and enforced, he said it would look better than the traditional subdivision.

Robert Gowan

Mr. Gowan requested to see the park plans. He expressed concern with the north edge and the drop in topography. He asked how it would be addressed. Chairman Christianson explained that a survey would be done to know what level of fill would need to be addressed. Mr. Maddox said that a six-foot vinyl fence would be installed on the north end of the project.

Commissioner Robins **moved** to recommend to the City Council **approval** of the R-1-6 Zone Change based on the following finding:

#### Finding

1. That the proposed zoning is consistent with the General Plan.

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

Commissioner Marshall **moved** to **close** public hearing. Commissioner Evans **seconded** and the motion **passed** all in favor at 7:01 p.m.

Commissioner Robins **moved** to recommend to the City Council **approval** of the Bella Vista Preliminary Plat based on the following finding and subject to the following conditions:

#### Finding

1. That the proposed Preliminary Plat conforms to the City's requirements for Master Planned Developments in the R-1-6 zone.

#### Conditions

1. That a design of the park be completed as part of the Final Plat review process on the project's first phase.
2. That the applicant dedicate the park land with the first phase.
3. That the applicant bond for a proportionate share of the park construction with the second and third phases.
4. That the park be constructed as part of the third phase.
5. That all of the landscaping that is visible from a public right-of-way be installed at the time of development or at the time homes are constructed.

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

#### Budgetary Impact

There is no immediate budgetary impact anticipated with the approval of this plat.

#### Zone Change Recommendation

Staff recommends that the proposed Zone Change, changing the zoning from R-3, R-1-6 and Rural Residential to R-1-6 be approved based on the following finding:

#### Finding

1. That the proposed zoning is consistent with the General Plan.

#### Preliminary Plat Recommendation

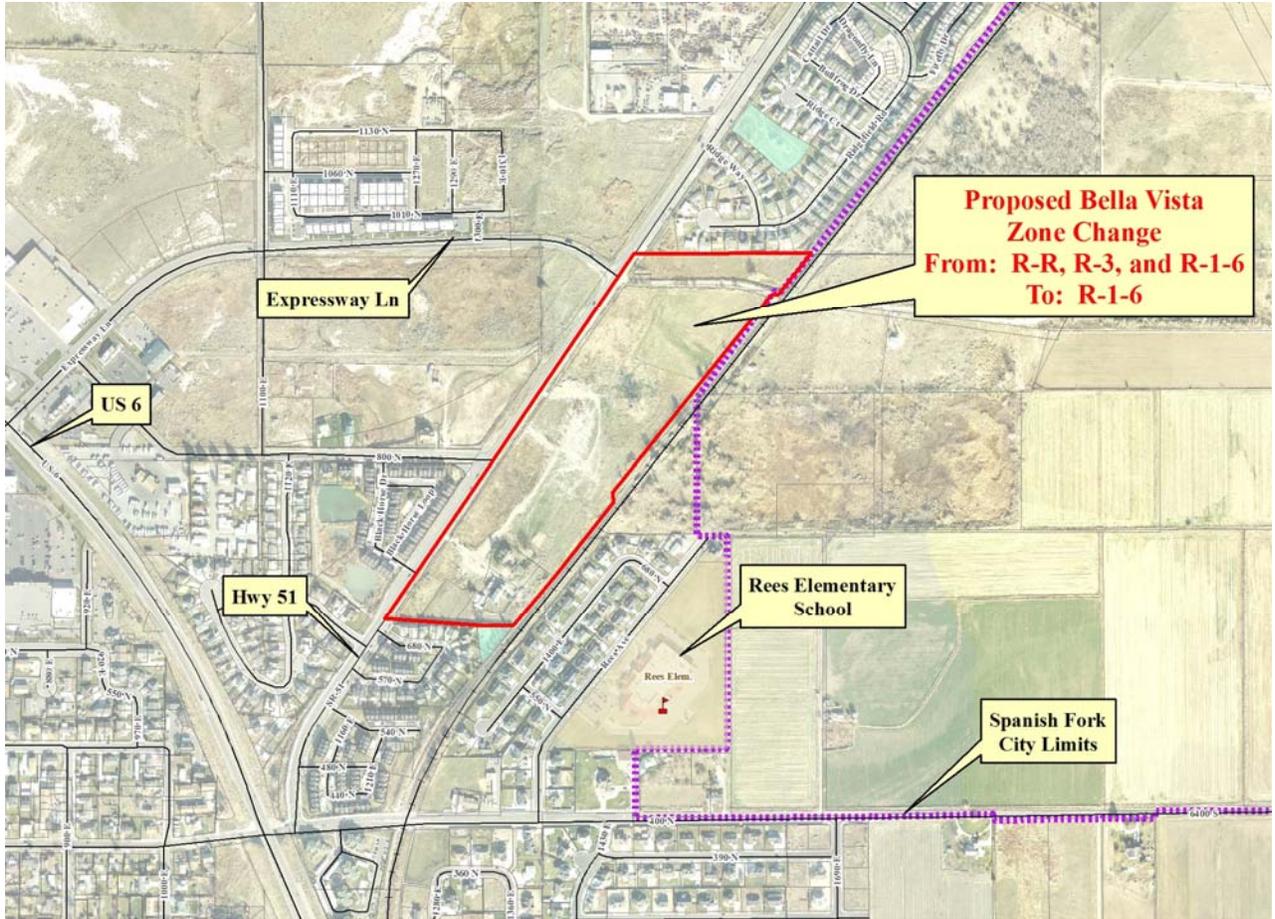
Staff recommends that the proposed Preliminary Plat be approved based on the following finding and subject to the following conditions:

### **Finding**

1. That the proposed Preliminary Plat conforms to the City's requirements for Master Planned Developments in the R-1-6 zone.

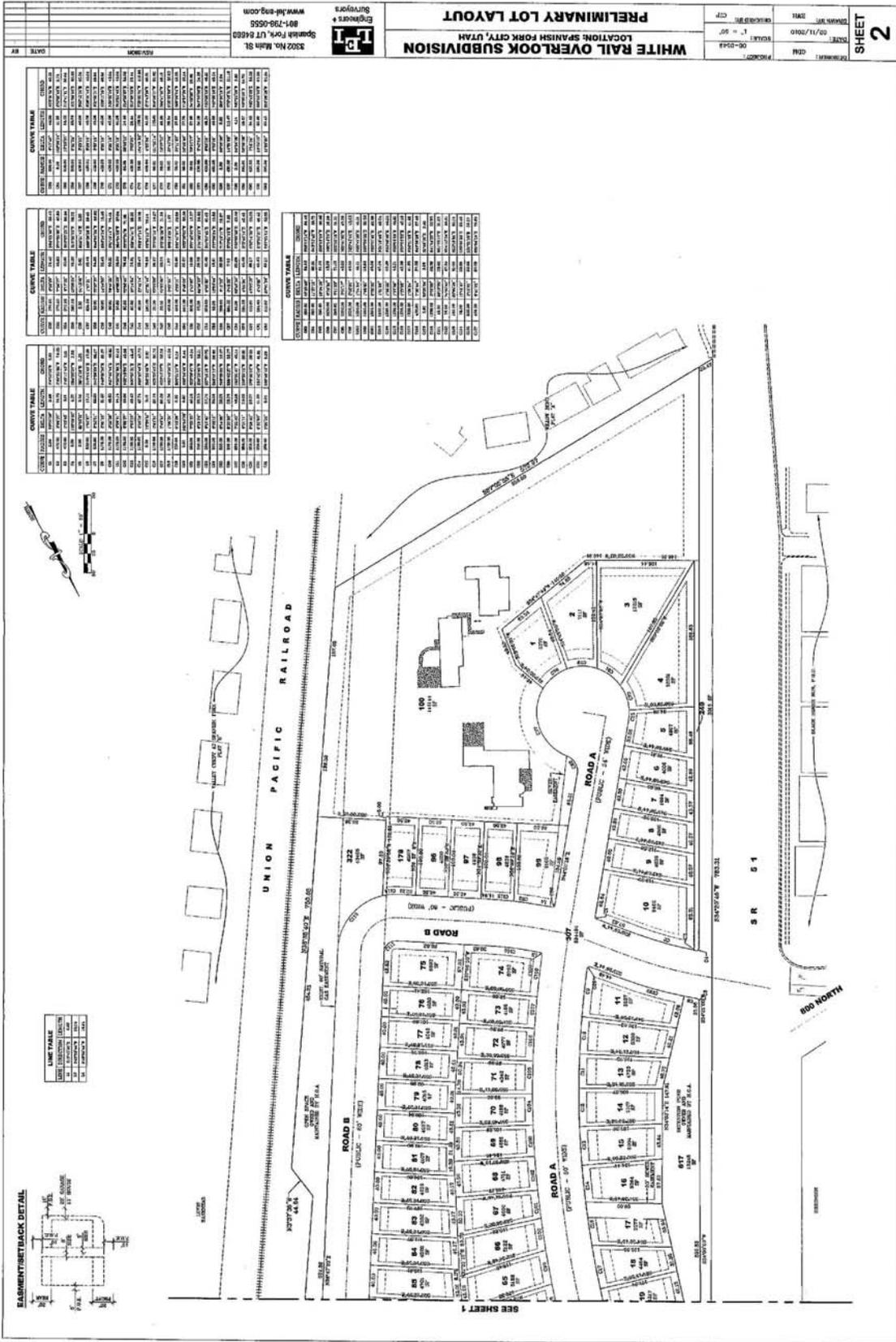
### **Conditions**

1. That a design of the park be completed as part of the final plat review process on the project's first phase.
2. That the applicant dedicate the park land with the first phase.
3. That the applicant bond for a proportionate share of the park construction with the second and third phases.
4. That the park be constructed with the public improvements in the third phase.
5. That all of the landscaping that is visible from a public right-of-way be installed at the time of development or when the time homes are constructed.









PROJECT: PRELIMINARY LOT LAYOUT	DATE: 12/11/2010	DRAWN BY: J. W. ...	CHECKED BY: ...
LOCATION: SPANISH FORK CITY, UTAH	SCALE: 1" = 50'	PROJECT: DE-2010	DATE: ...

OWNER	AREA	ACRES	AREA	ACRES
...	...	...	...	...

OWNER	AREA	ACRES	AREA	ACRES
...	...	...	...	...

OWNER	AREA	ACRES	AREA	ACRES
...	...	...	...	...

OWNER	AREA	ACRES	AREA	ACRES
...	...	...	...	...

OWNER	AREA	ACRES	AREA	ACRES
...	...	...	...	...

OWNER	AREA	ACRES	AREA	ACRES
...	...	...	...	...

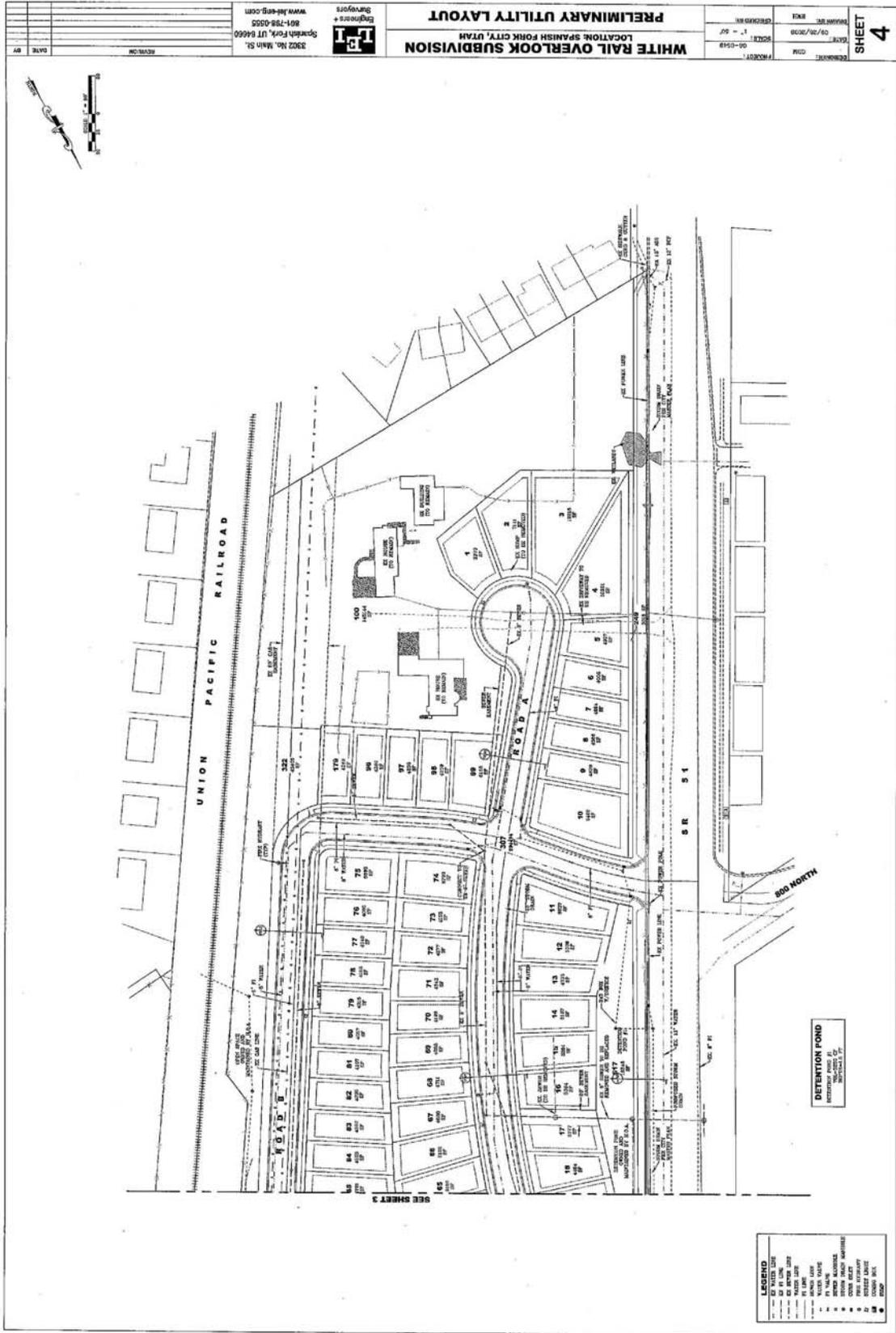
OWNER	AREA	ACRES	AREA	ACRES
...	...	...	...	...

OWNER	AREA	ACRES	AREA	ACRES
...	...	...	...	...

OWNER	AREA	ACRES	AREA	ACRES
...	...	...	...	...

OWNER	AREA	ACRES	AREA	ACRES
...	...	...	...	...





**WHITE RAIL OVERLOOK SUBDIVISION**  
 LOCATION: SPANISH FORK CITY, UTAH  
**PRELIMINARY UTILITY LAYOUT**

PROJECT NO.	09-1518
DATE	09/26/2008
SCALE	1" = 50'
REVISION	

**SHEET 4**

Engineers + Architects  
 3922 No. Main St.  
 Spanish Fork, UT 84606  
 www.aee-ut.com

**LEGEND**

1" WIDE	1" WIDE
2" WIDE	2" WIDE
4" WIDE	4" WIDE
6" WIDE	6" WIDE
8" WIDE	8" WIDE
12" WIDE	12" WIDE
18" WIDE	18" WIDE
24" WIDE	24" WIDE
30" WIDE	30" WIDE
36" WIDE	36" WIDE
42" WIDE	42" WIDE
48" WIDE	48" WIDE
54" WIDE	54" WIDE
60" WIDE	60" WIDE
66" WIDE	66" WIDE
72" WIDE	72" WIDE
78" WIDE	78" WIDE
84" WIDE	84" WIDE
90" WIDE	90" WIDE
96" WIDE	96" WIDE
102" WIDE	102" WIDE

**DETENTION POND**  
 RETENTION POND #1  
 CAPACITY: 10,000 GALLONS



