



## 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 May 3, 2011**.

### AGENDA ITEMS:

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

- a. Pledge, led by invitation
- b. Fiesta Days Rodeo Royalty

#### 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.

- a. Landmark High School Recycling Presentation

#### 3. COUNCIL COMMENTS:

#### 4. SPANISH FORK 101:

- a. Dave Oyler

#### 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 – April 19, 2011](#)
- b. \* [GovQA Contract](#)
- c. \* [Jonnalynne Walker, LLC. Contract Ratification](#)

#### 6. NEW BUSINESS:

- a. \* [Clayson Annexation for further study; proposed annexation of 6 acres located at approximately 1500 North 300 West.](#)
- b. \* [Independent Audit Services Proposal](#)
- c. Tentative Budget FY 2012

#### 7. CLOSED SESSION:

- a. Personnel

### ADJOURN:

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

Notice is hereby given that:

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

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

**Tentative Minutes**  
**SpanishForkCity Council Meeting**  
**April 19, 2011**

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

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

Citizens Present: Corene Elliott, Bobbe Graham, Josh Parker, Johnathan Ward, Lana Creer Harris, Cary Hanks, Mike Mendenhall, Cary Robarge, Kara Morris, Carl Parker, Dean Steel.

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

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

Seth Perrins led in the pledge of allegiance.

**URMMA Inspection Award – Carl Parker**

Seth Perrins introduced Carl Parker and Dean Steel with URMMA. Mr. Steel thanked Spanish Fork City and the City is one of the top cities. Spanish Fork is one of the original cities that joined URMMA from the start. Mr. Parker stated that annually they conduct inspections throughout the departments. Mr. Parker recognized Spanish Fork City for receiving the top score. Seth Perrins said in 2007 the City received a score of approximately 97%, for 2010 the City received approximately 99.6%. Mr. Perrins thanked the City staff for their efforts to increase our annual score.

Mayor Andersen thanked URMMA.

**PUBLIC COMMENTS:**

Cary Hanks, Director for Spanish Fork/Salem Area Chamber of Commerce invited everyone to the Easter Egg Hunt this Saturday. Be there before 9:00 a.m. because at 9:01 a.m. it's all over. They have had many prizes donated and thanked everyone that has contributed. Also, next week is the Rotary/Chamber of Commerce Scholarship Golf Tournament on Thursday April 28<sup>th</sup>.

**COUNCIL COMMENTS:**

Councilman Leifson said the Council attended the ULCT Spring Conference for some great training.

Councilman Dart said last week he was contacted about some issues from a citizen. Councilman Dart contacted the City and they took care of it. Councilman Dart thanked the City employees who helped.

Councilman Scoubes thanked the volunteerism and kindness in our city.

48 Mayor Andersen said the City crews have been working on the river channel to get it open and  
49 clear in preparation of the water that is predicted to come. The river is running higher than our  
50 average. Right now the river is running at 800 cfs; the normal high is 750 cfs. In 1983 the high  
51 was around 4,000 cfs. Also, with the City bill, residents will receive a flyer for the Wild West  
52 Days. Mayor Andersen invited all to come participate and have a good time.

53

54 **SPANISH FORK 101:**

55 Dave Anderson – Accessory Apartments

56 This is an issue that is regularly discussed with citizens. What are the rules of having accessory  
57 apartments? The apartment is a separate dwelling unit, and the property owner has to live at the  
58 property. The difference with a duplex is the owner does not have to live at the property. The  
59 property also must be zoned R-1-6 or R-3.

60

61 Councilman Dart made a **Motion** to move into the Public Hearing at 6:38 p.m.

62 Councilman Scoubes **Seconded** and the motion **passed** all in favor.

63

64 **PUBLIC HEARING:**

65 **Public Hearing Regarding The Issuance And Sale Of Not More Than \$3,000,000 Aggregate**  
66 **Principal Amount Of Water Revenue Bonds, Series 2011 And Any Potential Economic Impact**  
67 **That The Project Described Herein To Be Financed With The Proceeds Of The Series 2011**  
68 **Bonds May Have On The Private Sector.**

69 Kent Clark stated that this is a public hearing for the public to give feed back. The water line will  
70 run from the cold springs in Covered Bridge to the reservoir. This will naturally fill the reservoir  
71 instead of using pumps which require electricity. This bond will not increase any water rates and  
72 due to the decreased pumping costs, this bond will hopefully will lower the water rates in the  
73 future.

74

75 Mayor Andersen welcomed any public comment.

76

77 None was given.

78

79 Councilman Davis made a **motion** to move out of the Public Hearing at 6:43 p.m.

80 Councilman Leifson **Seconded** and the motion **passed** all in favor.

81

82 Councilman Scoubes made a **Motion** to move in to the Public Hearing at 6:44 p.m.

83 Councilman Davis **Seconded** and the motion **passed** all in favor.

84

85 **Proposal to amend an ordinance to permit outdoor merchandise display in the Commercial**  
86 **Downtown zone and to permit outdoor seating and some signage in public rights-of-way.**

87 Junior Baker discussed that in the outside sales were not permitted except during Fiesta Days in  
88 the CD Zone. Junior went over what was added and or changed to the ordinance.

89

90 First change:

91 *15.3.16.060 C-D Downtown Commercial*

92 *A. Permitted Uses:*

93 *The following uses are permitted if operated from a permanent, enclosed building,*  
94 *with no outdoor storage. The outside display of merchandise for sale is allowed*  
95 *between the hours of 7:00 a.m. and 9:00 p.m. if the merchandise remains off from*

96 *the public rights-of-way. Merchandise is allowed on the public right-of-way during*  
97 *sidewalk sales, which are allowed every weekend:*

98 Second change:

99 *15.3.24.090 Supplementary Regulations*

100 *J. Public Rights-of-Way*

101 *It is not permitted to store or display merchandise or any other material, excepting*  
102 *those signs permitted in §5.36.050(9), within any public right-of-way. In certain*  
103 *locations designated by Spanish Fork City, outdoor seating may be permitted in*  
104 *accordance with restrictions provided in the City's Development.*

105  
106 Mayor Andersen welcomed public comment

107  
108 Mike Mendenhall commented that the Chamber of Commerce feels this is a good way to go.  
109 And this will help with the downtown district. The businesses will benefit from all the events that  
110 happen in Spanish Fork. The initial request was to have the sidewalk sales when events came.  
111 Then it went to having sidewalk sales maybe once a month. Then Planning and Zoning  
112 Commission said every weekend because that gives the flexibility of the businesses to have them  
113 when they want.

114  
115 Corene Elliott clarified that the sidewalk sales are only for the businesses on Main Street. And  
116 that not just any business or resident can come set up a sale on Main Street.

117  
118 Mayor Andersen concurred.

119  
120 Councilman Nielson asked if there is prior approval from the City.

121  
122 Councilman Davis asked what "weekend" is.

123  
124 Cary Hanks said with other events in the past some have been Thursday, Friday, Saturday or  
125 Friday, Saturday. Most businesses are not open on Sunday.

126  
127 Discussion about bringing the CD Zone further south to Center Street.

128  
129 Junior Baker stated that the ordinance specifies in the CD Zone 100 North to 400 North.

130  
131 Kara Morris with Confetti Antiques said as of now we can't put stuff out. Ms. Morris feels it will  
132 help business to amend this ordinance.

133  
134 Councilman Nielson made a **motion** to move out of the Public Hearing at 7:01 p.m.

135 Councilman Davis **Seconded** and the motion **passed** all in favor.

136  
137 Councilman Dart asked how long would it take to change the zone.

138  
139 Junior Baker said about 60 days.

140  
141 Councilman Dart asked if the City can pass this tonight with any modifications and then change  
142 the zone later.

144 Junior Baker concurred.

145

146 Councilman Dart made a **Motion** to **approve** Ordinance 06-11 Addressing the Outdoor Display of  
147 Merchandise for Sale.

148 Councilman Leifson **Seconded** and the motion **passed** with a roll call vote all in favor.

149

150 **CONSENT ITEMS:**

151 a. Minutes of Spanish Fork City Council Meeting – March 29, 2011; April 5, 2011.

152 b. Arbor Day Resolution #11-06

153 c. Disposal of Surplus

154 d. Change Order #5 for 800 North Main to 600 East Sewermain & Waterline Replacement

155 e. River Bank Stabilization Contract Amendment #1

156 f. Arlen Ault Connector's Agreement

157 g. NRCS Contract Modification 006

158 h. Spanish Fork Canyon Pipeline Easement Encroachment Agreement

159

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

161 Councilman Nielson **Seconded** and the motion **Passed** all in favor.

162

163 **NEW BUSINESS:**

164 **Municipal Recreation Grant Application – Dale Robinson**

165 Dale Robinson stated that each year we apply for this grant and ask for the City Council's  
166 approval and the Mayor's signature on the application. The Parks and Recreation office would  
167 like to get an electronic sign so it will be easier to post all of our announcements. In years past  
168 we have received \$18,000 and we can carry it over to the next year if not used.

169

170 Councilman Leifson asked if this was a matching grant.

171

172 Mr. Robinson replied no.

173

174 Councilman Scoubes asked the projected cost.

175

176 Mr. Robinson said we have some money left from last year to carry over. The sign would be  
177 between \$18,000 to \$30,000.

178

179 Councilman Dart made a **Motion** to **approve** that the Mayor sign the Municipal Recreation Grant  
180 Application.

181 Councilman Leifson **Seconded** and the motion **passed** with a roll call vote all in favor.

182

183 Councilman Scoubes made a **Motion** to **adjourn**.

184 Councilman Dart **Seconded** and the motion **Passed** all in favor at 7:20 p.m.

185

186 **ADJOURN:**

187

188 **ADOPTED:**

189

190

191

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Angie Warner, Deputy Recorder

**SPANISH FORK CITY  
Staff Report to City Council**



**Agenda Date:** May 3, 2011

**Staff Contacts:** Seth Perrins, Assistant City Manager

**Reviewed By:** Dave Oyler, Junior Baker, John Bowcut

**Subject:** Contract to convert request management software to GovQA

**Background Discussion:**

In January 2005, Spanish Fork City contracted with GovPartner to utilize its Request *Partner* (RP) software. This program has allowed residents, staff, and elected officials to identify concerns - such as burned out street lights, potholes, or barking dogs, etc. – and send requests that can be tracked for specific services to be performed. This tool has become an integral part of Spanish Fork’s service delivery and many residents use the online tool to submit a request in the moment they see it or think about it.

Over the years, we have been approached by a few firms that have tried to entice us to switch to their software over the RP software. We have not entertained these changes because their product was very similar to the RP software and didn’t offer any advantages that warranted the time investment that would be required to make the switch.

A few months ago, however, I was approached in a similar fashion by GovQA, a competing request management company. With skepticism, I reviewed their product, believing that we would most likely not switch because there wouldn’t be enough of a reason to do so.

I was totally surprised and even caught off-guard by how powerful and easy to use that their system was. In addition, it appears much easier to maintain and it includes many features that our current software has never offered or been able to deliver. Four features that specifically impressed me were:

1. An Intelligent Search. As you begin to write your question, the software matches keywords to words to your search and provides answers to similar questions. If this answers your questions, the resident is happy because they received a quick answer. If it doesn’t, the request is continued and submitted for staff to review and complete.
2. GIS Connection. If the request involves a location, it is connected to a GIS database. The user is sure they have identified the right spot, and the City can search information geographically which will be a powerful tool for us to identify problem areas and trends.

3. Previous Request Connection. If a request has already been submitted for a pot hole on 300 East near 450 North, the software will ask the resident if this appears to be the same pot hole, again using the GIS feature. If it is, these requests will be joined and one response from the staff member will be sent to both requestors. This will save staff time due to duplicate requests, which occurs from time to time. This will also let the resident know that others have observed the same issue.
4. There's an App for That. This software also provides for a smart phone app that is currently being developed. Residents will be able to download this application to their smart phone and then submit service requests on the go. There may be an additional cost for this application; I will inform the council as that becomes available.

### **Budget Impact**

The monthly fee for this new contract is the same as our current contract for the RP software. In addition, any of the one-time fees usually charged for set-up have been waived for this conversion. There will be no increase in out of pocket costs to the City for 3 years. After the initial 3-year term of the contract, there will be annual increases, capped at 5%. Our current contract with RP does not include any provision for annual fee increases.

This change in software will require that staff learn a new online software tool. There will be a need for training and then on-the-job learning. While I cannot quantify an amount for training due to this conversion or an increased cost for training, it must be noted that there will be an opportunity cost. I believe that the increased functionality will repay the city in just a short time for the staff time spent in this conversion.

### **Recommendation:**

Over the years, Spanish Fork City has been courted by a few request management software vendors and we have not felt that the new product was worth the effort to switch. We have never entertained a change. I now recommend the Council approve the attached contract and that the City switch to this new software offered by GovQA. The out-of-pocket costs won't increase for a few years and after a little investment of staff time, the residents, staff and elected officials should be well served by this new product.

# WEBQA SERVICE(S) AGREEMENT

## For GovQA Service(s)

THIS SERVICE(S) AGREEMENT (the "Agreement") between WEBQA, Inc. ("WEBQA") with its principal place of business at 900 S. Frontage Road, Suite 110 Woodridge, IL, 60517 and The City of Spanish Fork, a city with its principal place of business at 40 South Main Street, Spanish Fork, UT 84660 ("Customer") is made effective as of May 1, 2011 ("Effective Date").

### 1. WEBQA DELIVERY OF SERVICE(S):

WEBQA grants to Customer a non-exclusive, non-transferable, limited license to access and use the GovQA Service(s) on the Authorized Website(s) identified in Schedule A in consideration of the fees and terms described in Schedule A.

### 2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with WebQA. In addition, Customer agrees that this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others. All Customer data is owned by the Customer. Under no circumstances is the system intended to capture confidential information of any kind. Confidential information is defined as social security numbers and financial information.

Customer agrees to maintain the Authorized Website(s) identified in Schedule A, provide WEBQA with all information reasonably necessary to setup or establish the Service(s) on Customer's behalf, and allow a "Powered by GovQA" logo with a hyperlink to WebQA's website home page on the Authorized Website.

### 3. SERVICE(S) LEVELS:

WEBQA will use commercially reasonable efforts to backup and keep the Service(s) and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICE(S) ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICE(S) IS AT ITS OWN RISK. WEBQA DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE OR UNEFFECTED BY FORCE MAJEURE EVENTS.

### 4. WARRANTY AND LIABILITY:

WEBQA MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE(S) AND SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION, AND THE PARTIES AGREE THAT THE ONLY REMEDIES THAT SHALL BE AVAILABLE TO CUSTOMER UNDER THIS AGREEMENT SHALL BE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. WEBQA'S LIABILITY UNDER ALL CIRCUMSTANCES INVOLVED HEREIN IS EXPRESSLY LIMITED TO THE AMOUNT RECEIVED UNDER THIS AGREEMENT.

### 5. TERMINATION:

Either party may terminate this agreement if the terminating party gives the other party sixty (60) days written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in Schedule A, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due. WebQA may terminate service(s) if payments are not received by WebQA as specified in Schedule 1. All monies associated to the current term will be due immediately.

Upon any termination, WebQA will discontinue Service(s) under this agreement; WebQA will provide Customer with an electronic copy of all of Customer's data, if requested; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

### 6. INDEMNIFICATION

Each Party agrees to fully indemnify and hold harmless the other for any and all costs, liabilities, losses, and expenses resulting from any claim, suit, action, or proceeding brought by any third party.

### 7. ACCEPTABLE USE:

Customer represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

WEBQA may, upon misuse of the Service(s), request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

### 8. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Service(s) contain valuable trade secrets, which are the sole property of WebQA, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Service(s). WebQA will use reasonable efforts to insure that any WebQA contractors maintain the confidentiality of proprietary materials and information.

### 9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

WEBQA may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

### 10. ACCEPTANCE:

Authorized representatives of Customer and WEBQA have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

**Customer:** City of Spanish Fork

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

**WebQA Inc.**

Signature: \_\_\_\_\_

Print Name: John Dilenschneider

Title: CEO Date: \_\_\_\_\_



AGREEMENT

This Agreement made as of the 22<sup>nd</sup> day of ~~March~~<sup>April</sup>, 2011

between the Owner: CITY OF SPANISH FORK  
40 SOUTH MAIN STREET  
SPANISH FORK, UTAH 84660

and the Consultant: JONNALYNE WALKER, LLC  
926 EAST RAYMOND RD.  
FRUIT HEIGHTS, UTAH 84037

For the following Project: SALES & USE TAX ANALYSIS.

To gather, examine, analyze and prepare the necessary sales & use tax and service delivery cost analysis and reports, to determine the potential tax revenue generated from the proposed project, as well as, the projected cost of delivering services to the project by Spanish Fork City.

The Owner and Consultant agree as set forth below.

ARTICLE 1  
CONSULTANT'S SERVICES

See attachment "A".

ARTICLE 2  
OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding the requirements for the Project, or provide designated representatives from organizations and/or entities from which the information may be obtained. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Consultant shall be entitled to rely on the accuracy and completeness thereof.

2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project.

ARTICLE 3  
ARBITRATION

3.1 Claims, disputes or other matters in question between the parties to the Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration.

3.2 A demand for arbitration shall be made within a

reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

3.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 4  
TERMINATION OR SUSPENSION

4.1 The Owner may terminate this Agreement with or without cause upon not less than seven days' written notice. The Consultant may terminate this Agreement upon not less than seven days' written notice should the Owner fail substantially to perform in accordance with the terms of this Agreement through no fault of the Consultant.

4.2 If the Owner fails to make payment when due to the Consultant for services and expenses, the Consultant may, upon seven days written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

4.3 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 5  
MISCELLANEOUS PROVISIONS

5.1 Unless otherwise provided, this Agreement shall be governed by laws of the State of Utah.

5.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due to the Consultant pursuant to Paragraph 7.3.

5.3 The Owner and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect

to all covenants of this Agreement. Neither Owner or Consultant shall assign this Agreement without the written consent of the other.

5.4 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

5.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

ARTICLE 6  
PAYMENTS TO THE CONSULTANT

6.1 Consultant Compensation is defined as the direct compensation of the Consultant while engaged on the Project.

6.2 Reimbursable Expenses are in addition to the Consultant's compensation and include expenses incurred by the Consultant in the interest of the Project for:

- a. Reproductions.
- b. Postage and handling of documents.
- c. Transmission of documents by electronic means including but not limited to, facsimile.

6.3 Payment of Consultant's Compensation and Reimbursable Expenses shall be made monthly upon presentation of the Consultant's statement of services rendered or as otherwise provided by this Agreement.

6.4 Records of Reimbursable Expenses shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 7  
BASIS OF COMPENSATION

The Owner shall compensate the Consultant as follows:

7.1 Compensation for the Consultant's services, as described in Article 1, Consultant's Services, shall be computed as follows:

- A) Analysis of the project in relation to project costs, pro forma and tax schedules to estimate the tax revenue generated from the improvements constructed.
- B) Analysis of the potential sales tax revenue generated from

the commercial/retail uses constructed as part of the development.

C) Analysis of the projected costs to deliver services to the proposed project by Spanish Fork City.

Compensation for the aforementioned activities is to be computed at an hourly rate of \$90.00, not to exceed \$4,500.00.

This is the total amount for the "Consultant Compensation" defined in Paragraph 6.1. It is expressly understood and agreed by the parties hereto that Consultant is an independent contractor and not an employee of the Owner. Accordingly, Consultant is not entitled to receive any fringe benefits, retirement or other benefits offered to Owner employees. Consultant shall be responsible for the payment of all withholding, social security, or other employment taxes which may be due in conjunction with the Consultant's rendering of services to the Owner.

7.2 For reimbursable expenses, as described in Article 6.2, a multiple of one (1.0) times the expenses incurred by the Consultant.

7.3 Consultant intends to submit invoices monthly for services rendered. Payments are due and payable thirty (30) days from the date of the Consultant invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of twenty percent (20%) per annum.

7.4 If the scope of the Consultant's services is changed materially, the amounts of compensation shall be equitably adjusted.

This Agreement entered into as of the day and year first written above.

OWNER

CONSULTANT



CITY OF SPANISH FORK

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JONNALYNE WALKER, LLC

ATTACHMENT "A"  
CONSULTANT'S SERVICES

1. a. Aggregation of the information that is available about the project including (but not necessarily limited to); project costs, pro forma, public improvement costs, tax rates and assessments, revenue and employment projections.  
  
b. Analysis of the project in relation to project costs, pro forma and revenue schedules to estimate the level of benefit/impact that the City may reasonably anticipate experiencing.  
  
c. Preparation of the Sales Tax Reimbursement Analysis Report, examining, quantifying and describing the level of benefit/impact the City may reasonably anticipate experiencing annually as the result of the project.
  
2. Additional activities associated with the project, such as, further economic analysis as requested, are billable at \$90.00/hour.



# ANNEXATION

## REPORT TO THE CITY COUNCIL CLAYSON ANNEXATION ACCEPTANCE

**Agenda Date:** May 3, 2011.

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

**Reviewed By:** Development Review Committee.

**Request:** Jay and Starlene Clayson have proposed to annex some 6 acres into Spanish Fork City.

**General Plan:** Industrial.

**Project Size:** 5.94 acres.

**Number of lots:** Not applicable.

**Location:** 1500 North 300 West.

### Background Discussion

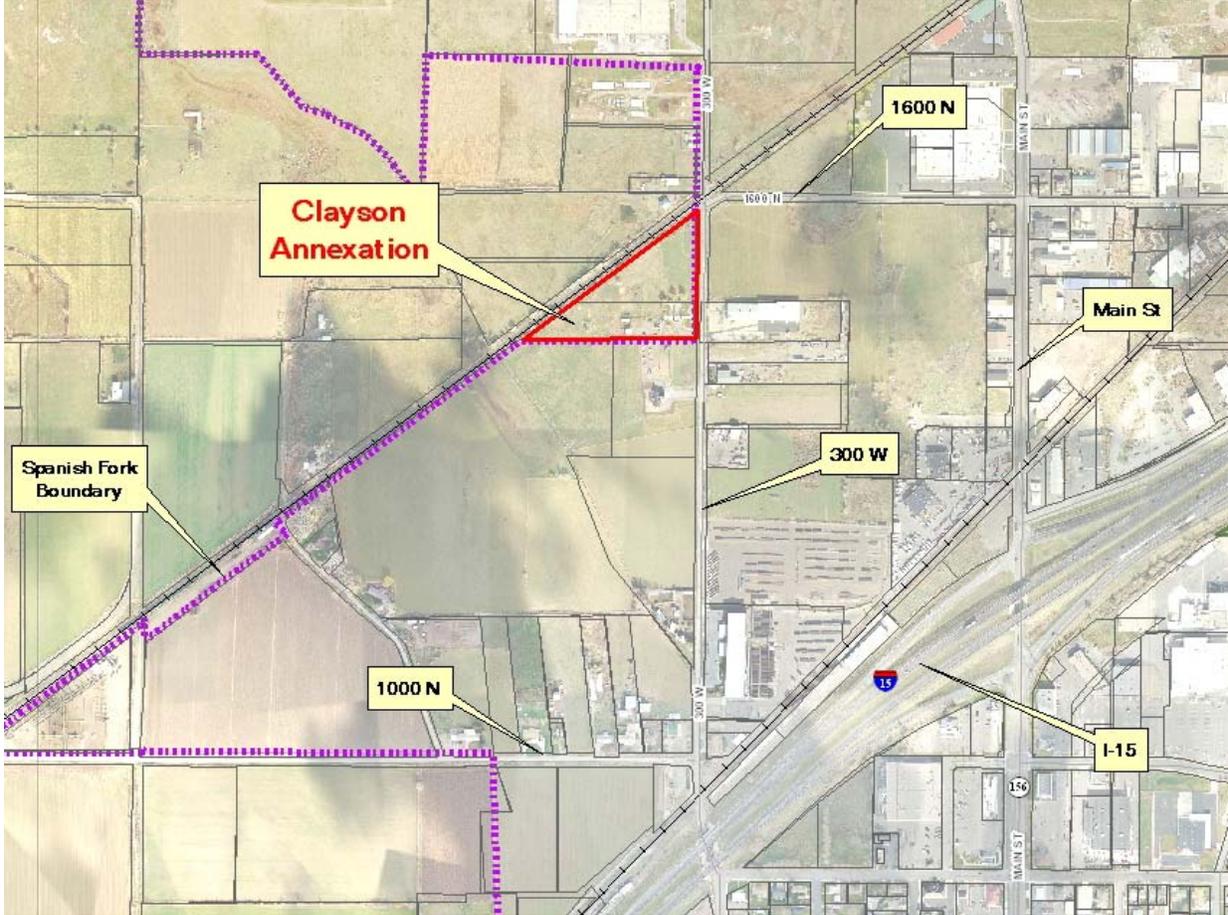
This proposed annexation involves approximately 6 acres located west of PDM Steel on 300 West.

The request that is before the City Council at this time involves accepting the proposed Annexation for further study. Accepting the Annexation for further study does not bind the City to ultimately approve the Annexation. However, accepting the Annexation for further study does permit the City to initiate the subsequent Annexation procedures and is a requisite step that must be fulfilled prior to Annexation.

### Recommendation

Staff recommends that the proposed Clayson Annexation be accepted for further study.







# Memo:

To: Mayor and City Council

From: Kent R. Clark, Finance Director/City Recorder 

Subject: Independent Audit Service

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We have used the local CPA firm of Larson & Rosenberger LLP for our auditing services over the past five years. They have conducted the audit in a very professional manner. Attached you will find their proposal to renew the auditing services for another five years. We received a very reasonable price from them 5 years ago. The Utah State Auditor Office does not require us to change auditors every 5 years. Larson and Rosenberger's pricing for the next 5 years, is still very reasonable for the size of audit we are.

This year (FY 2011) will require us to get a "Single Audit" because of the Federal Grant monies we received and spent this year. (River Trail and others) It would be a benefit to have a returning auditor conduct this additional audit along with the regular audit.

I am also attaching a list of some other cities and the current audit fees they are paying to do their regular audit.

I would recommend we renew the auditing services with Larson & Rosenberger LLP (Local Firm). Their pricing is still very good.

<u>Year</u>	<u>Amount</u>
2011	\$ 15,900
2012	\$ 16,300
2013	\$ 16,700
2014	\$ 17,100
2015	\$ 17,500

Single Audit Fee: \$ 3,000 (if necessary.)

The City Purchasing policy:

*"A professional service contract for the annual fiscal year financial audit shall only be awarded by the City Council. This contract may be awarded for consecutive years; the performance of the auditing firm may be reviewed annually to determine whether to continue the contract or put it back out to bid."*



LARSON & ROSENBERGER LLP  
CERTIFIED PUBLIC ACCOUNTANTS

April 26, 2011

Spanish Fork City Council  
40 South Main Street  
Spanish Fork, Utah 84660

Dear City Council:

Thank you for giving us the opportunity to submit this audit renewal. In this renewal we outline the independent auditing service we plan to provide to Spanish Fork City for the years ending June 30, 2011-2015.

**FEE PROJECTIONS**

We have prepared a preliminary time and expense budget for the next five years. In making these budget projections, we assumed that Spanish Fork City staff will be available to prepare schedules, prepare trial balances, and provide documentation to assist our auditors during the course of our audit. Based upon these preliminary budgets, we project that our general audit fees will not exceed those indicated in the following schedule:

Year	General Audit Fees
2011	\$15,900
2012	\$16,300
2013	\$16,700
2014	\$17,100
2015	\$17,500

**Single Audit Fee (if necessary)**

\$3,000
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Should our actual fees be less than the above proposed maximums, we would bill the lesser amount. Also, should we encounter any difficulties beyond our control that would increase our fees (such as significant GASB 34 additions and/or corrections), we would discuss these with your audit committee prior to proceeding.

**CONCLUSION**

Thank you again for giving us the opportunity to renew our audit services. We plan to continue providing Spanish Fork City with not only a timely, cost-efficient audit, but also an interactive, readily available source of expertise.

Should you have any questions regarding this renewal, please call Russell Olsen at (801) 798-3545. We are eager to serve you, and we look forward to hearing from you.

Sincerely,

Larson & Rosenberger, LLP

Russell Olsen, CPA  
Partner

**Audit Cost**

2011

<u>City</u>	<u>Amount</u>	<u>Firm</u>
Bountiful	\$ 45,000	Jensen & Keddington
Lehi	\$ 32,000	Osborne Robinson
Riverton	\$ 25,000	Jensen & Keddington
Payson	\$ 23,000	Gilbert & Stewart
Midvale	\$ 21,400	Hansen, Bradshaw, Malenrose
Cedar Hills '10	\$ 19,500	Allred Jackson
Springville	\$ 17,800	Greg Ogden
Santaquin	\$ 16,200	Larsen & Rosenberger
Salem	\$ 13,900	Allred Jackson
Elk Ridge	\$ 12,567	Gilbert & Stewart
Spanish Fork '10	\$ 14,230	Larsen & Rosenberger