



AMENDED 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 June 21, 2011**.

AGENDA ITEMS:

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

- a. Pledge, led by invitation

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. Agenda Request

- i. * [Dave Peterson](#)
- ii. * [Spanish Fork/Salem Area Chamber of Commerce](#)

3. COUNCIL COMMENTS:

4. SPANISH FORK 101: Kent Clark - Elections

5. PUBLIC HEARING:

- a. FY 2011 Budget Revision Adoption
- b. * [Proposed Amendment to Title 15, modification to landscape requirements](#)

6. CONSENT ITEMS:

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

- a. * [Minutes of Spanish Fork City Council Meeting – June 7, 2011](#)
- b. * [Public Defender Contract](#)
- c. * [River Cove Subdivision Groundwater Study](#)
- d. * [Sanitary Sewer System Model, Amendment #2: Masterplan Update](#)
- e. * [Storm Drain Model and Masterplan Amendment #3](#)
- f. * [300 West Sewer Trunkline Capacity Study](#)
- g. * [Water & Pressurized Irrigation Masterplan Documents & Impact Fee Facilities Plans](#)
- h. * [Cold Springs Reconstruct Consulting Services Agreement Amendment, Pond Removal](#)
- i. * [Cut Bridge RFP Contract Scope of Work Modification #3](#)
- j. * [Municipal Recreation Grant Agreement with Utah County](#)

* Supporting documentation is available on the City's website www.spanishfork.org

Notice is hereby given that:

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

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

- k. * Northeast Bench Change Order #2

7. NEW BUSINESS:

- a. Planning Commission Appointments
- b. FY 2012 Budget Adoption
- c. *Resolution #11-07 Concerning Proposed Redistricting Plans for the Utah State Senate
- d. * Proposed Preliminary Plat for a 115 lot subdivision located at approximately 430 South Spanish Trails Boulevard
- e. * Proposed Preliminary Plat for a 57 lot subdivision located at approximately 775 West Mill Road
- f. * Proposed Preliminary Plat for a 3 lot subdivision located at approximately 1450 East 100 South
- g. * Warren Call River Trail Purchase Agreement
- h. * 1600 North Traffic Signal Project
- i. * Cut Bridge Widening Design
- j. * Crab Creek Trunklines Engineering Agreement
- k. * City Diversion Dam Reconstruct Design Contract

8. * ADJOURN TO REDEVELOPMENT AGENCY

9. CLOSED SESSION:

- a. Legal & Land Acquisition

ADJOURN:

[REDACTED]

From: [REDACTED]
Sent: Wednesday, June 01, 2011 11:21 AM
To: [REDACTED] webmaster@spanishfork.org
Subject: Agenda RequestagendaSubject

Values submitted by the user:

first_name - David

last_name - Peterson

address - [REDACTED]

city - Spanish Fork

state - UT

zip - 84660

contactphone - [REDACTED]

email - [REDACTED]

agendaSubject - Solicitors License for Charity detailed - I would like to canvas the city to raise money for the Pediatric Brain Tumor Foundation. On August 13 2011 they have a charity motorcycle ride that starts at This is the Place park. I would rather the \$100 fee go to the charity. Thanks secCode - 29839 submit - submit



AGENDA REQUEST FORM

Date of Meeting Requested to Attend: _____

All forms must be completed and returned by NOON the Tuesday before the Council Meeting requested. Thank you.

Name: Spanish Fork Salem Area Chamber of Commerce
Address: 40 S Main Spanish Fork, Utah 84600
Phone Number: 801-798-8352

Please list the subject and detailed information regarding your request:

Requesting Change to Sidewalk Sale Ordinance.
We the Chamber representing the Businesses
on Main Street would like to see the
term weekend defined as Friday, Saturday,
and Sunday.

And/or
Spanish Fork Salem Area Chamber of Commerce
Sponsored Events to include after
hours sales & Entertainment.

Cory Polanco
Signature

6/2/2011
Date



TO: Honorable Mayor Andersen and Esteemed City Council
FROM: Dave Anderson, Community Development Director
DATE: June 21, 2011
RE: Proposed Changes to Title 15 – Landscape Requirement for Industrial Projects

This correspondence is provided relative to a proposed amendment that would change the City's requirement for landscaping on industrial developments. The proposed Amendment reads as follows:

E. Industrial Uses:

1. Minimum of ten percent (10) on-site landscaping as a percentage of total site area.
2. Parking lots shall include planter areas within the parking lot, with a minimum of 108 square feet of planter area for every ten (10) parking spaces. Required planter areas shall be individual islands of landscaping and shall be at least 6 feet wide. Required planter areas shall include non-ornamental trees with a maximum spacing of thirty (30) feet. The planter area may be partially or completely within the street right-of-way area.
3. Minimum of fifteen (15) foot wide planter area adjacent to all public streets, which shall include trees with a maximum spacing of thirty (30) feet.
4. Minimum of ten (10) foot wide planter area and six (6) foot high decorative block wall, where the site abuts a residential use or district. The planter area shall include trees with a maximum spacing of thirty (30) feet.
 - a. The DRC may waive or modify this requirement, if it is determined that this requirement does not further the intent of this ordinance.
5. All other landscaped areas shall include at least ~~three (3)~~ **one (1)** non-ornamental trees and ~~twenty (20)~~ **ten (10)** shrubs for each 1,000 square feet of landscaped areas. Natural vegetation may be included if materials are appropriate for the setting and location.

In short, these changes are proposed after reviewing landscape plans for sites that have large expanses of

landscaping. The current requirement is based in part on ratios that have been problematic to abide by and that don't seem to further the City's vision for industrial developments.

The Development Review Committee has reviewed this proposal and recommended that it be approved.

The Planning Commission reviewed this proposal in their June 8, 2011 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

Title 15 Landscape Requirement Modification

Applicant: Spanish Fork City

General Plan: City wide

Zoning: City wide

Location: City wide

Dave Anderson explained the proposal for changes is in Title 15 under Landscape Requirements for Industrial Projects. Staff is requesting the change of three non-ornamental trees to one tree per 1,000 square feet of landscaped area and twenty shrubs to ten shrubs per 1,000 square feet of landscaped areas.

Commissioner Sorenson **moved** to recommend that the City Council approve the Landscape Requirements for Industrial Projects.

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

Tentative Minutes
Spanish Fork City Council Meeting
June 7, 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; Chris Thompson, Public Works Director; Dale Robinson, Parks & Recreation Director; Dee Rosenbaum, Public Safety Director; Angie Warner, Deputy Recorder; Brent Smith, Code Enforcement Officer.

Citizens Present: Brian Gabler, Christie Atwood, Sharon Robinson, Cary Hanks, Spanish High School Lacrosse Club, Spanish Fork High School Softball Team.

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.

Recognition of Christie Atwood

Mayor Andersen introduced Christie Atwood. She has committed more than 20 years of her life providing the history of Spanish Fork at the Daughters of Utah Pioneers Museum. Mayor Andersen said just recently the Council had the privilege of receiving a tour at the museum from Ms. Atwood. Mayor Andersen thanked Ms. Atwood for all she has done for Spanish Fork & the Daughters of Utah Pioneers.

Ms. Atwood presented a photo of the Council when they visited the museum and thanked the Council for coming. She shared memories of her years of service.

Recognition of the Spanish Fork High School Lacrosse Club

Mayor Andersen introduced Coach Tom Jones & the Spanish Fork High School Lacrosse Club. Mr. Jones said that this team won their state championship. He said that this team pulls from 5 high schools; they have worked hard and did a great job.

Recognition of the Spanish Fork High School Softball Team

Mayor Andersen introduced Coach Andrews & the Spanish Fork High School Softball team. Coach Andrews introduced his coaching staff and let the girls introduce themselves. He said they did an outstanding job in taking their state championship.

Recognition of the Spanish Fork High School Baseball Team

This item was tabled to the next meeting.

PUBLIC COMMENTS:

Cary Hanks with the Spanish Fork/Salem Area Chamber of Commerce invited the public to the ribbon cutting for Café Rio Wednesday at 11:00 a.m. Also, on Thursday at 12:00 p.m. there will be a ribbon cutting at the new location for Indulge Salon, 460 South Main Street. The Nebo

48 Economic Summit is Tuesday, June 14th from 8:00 a.m. to 2:00 p.m., at the Diamond Fork Junior
49 High School.

50

51 **COUNCIL COMMENTS:**

52 Councilman Dart thanked the Recreation Department and the volunteers for the fine job they did
53 putting on the Wild West Show.

54

55 Councilman Leifson agreed with Councilman Dart. He also thanked all the volunteers and city
56 workers that planted the flowers on Main Street.

57

58 Councilman Davis thanked everyone who came on Memorial Day and helped put up the crosses.
59 He also thanked the veterans & the cemetery crew.

60

61 Councilman Nielson commented how great our recreation facilities are and there are a lot of
62 events going on in Spanish Fork.

63

64 Mayor Andersen said what a terrific job that everyone did on the Memorial Day program. He
65 also thanked those involved with putting on the Wild West Days.

66

67 **SPANISH FORK 101:**

68 Chief Dee Rosenbaum – Weed Ordinance

69 Chief Rosenbaum reviewed the City Code about the abatement of weeds, garbage and refuse,
70 and the Code about Nuisance yards (junk yards).

71

72 Councilman Davis made a **Motion** to move into the Public Hearing to discuss Ordinance #08-11
73 Adjusting a Common Boundary with Mapleton City.

74 Councilman Nielson **Seconded** and the motion **passed** all in favor at 6:57 p.m.

75

76 **PUBLIC HEARING:**

77 **Ordinance #08-11 Adjusting a Common Boundary with Mapleton City**

78 Junior Baker said that this ordinance is to consider transferring the Ensign Bickford property
79 from Spanish Fork City to Mapleton City. The contract for the sewer capacity will need to be
80 paid for by Mapleton City. The agreement that the Council approved last meeting required a
81 change. The change is to require payment at the time of the building permit was reviewed. Staff
82 recommends with the approval of the ordinance, that there be a condition that Mapleton City also
83 signs the Amended Sewer Agreement.

84

85 Mayor Andersen welcomed any public comment.

86

87 None was given.

88

89 Councilman Nielson made a **motion** to move out of Public Hearing.

90 Councilman Scoubes **Seconded** and the motion **passed** all in favor at 7:02 p.m.

91

92 Councilman Dart made a **Motion** to **approve** Ordinance 08-11 Adjusting a Common Boundary
93 with Mapleton City with the condition that Mapleton signs the amended sewer agreement.

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

95

96 **CONSENT ITEMS:**

- 97 a. Minutes of Spanish Fork City Council Meeting – May 17, 2011
98 b. Lease Renewal Certificate South Utah Valley Municipal Water Association Taxable Lease
99 Revenue 2008 (Spanish Fork City)
100 c. Northeast Bench Storm Drain Project Change Order
101 d. 2011 Slurry Seal Project Change Order #1
102 e. Spanish Fork Water Reclamation Facility – Anaerobic Digester Upgrade Change Order #1
103 f. Deru Annexation Agreement Addendum
104 g. I-15-CORE Right of Way Purchase Agreement, Pin #7037
105

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

107 Councilman Dart **Seconded** and the motion **Passed** all in favor.
108

109 **NEW BUSINESS:**

110 **SUVMWA Groundwater Study**

111 Chris Thompson indicated that this study is for the South Utah County area. This study is to find
112 better ways to utilize, keep or recharge the water underground. He said this will benefit our City
113 and staff supports it and recommends that the Council approve this study.
114

115 Councilman Nielson made a **Motion** to **approve** that Spanish Fork City opt in for the SUVMWA
116 Groundwater Study.

117 Councilman Leifson **Seconded** and the motion **passed** all in favor.
118

119 **I-15-CORE Storm Drain Supplemental 7001: 200 East Storm Drain from Williams Lane to 2000
120 North**

121 Chris Thompson said that UDOT has agreed to install Storm Drain along 200 East from I-15 to
122 2000 North. He recommended that they add one condition to the agreement, that the contractor
123 is required to obtain an excavation permit from the City.
124

125 Councilman Scoubes made a **Motion** to **approve** the I-15-CORE Storm Drain Supplemental 7001
126 with the condition of obtaining an excavation permit from Spanish Fork City.

127 Councilman Dart **Seconded** and the motion **passed** all in favor.
128

129 **Crab Creek Water Line Improvements Engineering Agreement**

130 Staff would like the Council to take no action on this item until some issues can be worked out.
131

132 Councilman Leifson made a **Motion** to **adjourn** to Closed Session to discuss Potential Litigation.

133 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 7:15 p.m.
134

135 **ADJOURN:**

136
137 **ADOPTED:**
138
139

Angie Warner, Deputy Recorder



MEMO

To: Mayor and Council
From: S. Junior Baker
Date: 9 June 2011
Re: Public Defender Contract

On the City Council agenda, for June 21, is an item to approve a contract for the City's public defender. As you know, the City is required, by the U.S. Constitution to provide a public defender for indigent criminal defendants. Our current contract was bid many years ago and underpays the public defender by today's market value. I have seen the need for an increase, and in talking to current public defender about an increase, I have made it clear that we would need to bid the contract. We put out a Request for Proposals in early May. The RFP indicated that cost was an important, but not necessarily the deciding factor, as experience and the ability to work together are also important factors.

We received a number of applications and interviewed five law firms who were all very close in their pricing. We have selected Shawn Patten, who is an experienced public defender, and who we have worked well with. Shawn did not have the lowest bid, by \$1000, but the contract price of \$21,000 is within the amount we budgeted. This public defender contract is still one of the most economical in the County and Shawn is willing to hold that price for three years. Shawn is not our current public defender.

We feel that Shawn is capable of representing his clients well, while having the experience to work well with the City to timely resolve cases.



CONTRACT FOR PUBLIC DEFENDER LEGAL SERVICES

THIS AGREEMENT is dated the ____ day of June, 2011, by and between Spanish Fork City of Spanish Fork, Utah, (the "City") and K. Shawn Patten, Utah County, Utah (the "Attorney").

1. In consideration of services to be rendered by the Attorney, City hereby contracts with the Attorney to represent indigent clients in Spanish Fork misdemeanor criminal cases appointed to the Attorney by the Spanish Fork Fourth District Court.
2. The City empowers the Attorney to take all steps in said matter deemed by the Attorney to be advisable; namely, to effect a disposition of each criminal case through trial if necessary, and to take all other appropriate steps to serve the best interests of the appointed indigent defendants.
3. City agrees to pay the Attorney an annual retainer of \$21,000.00. This annual retainer will be paid in two equal payments of \$10,500.00 payable each July and January. The Attorney will be required to invoice City and payment will be due within twenty days thereafter. In consideration for the payment, Attorney will provide legal representation of Spanish Fork indigent defendants appointed as ordered by the Court. City will reimburse Attorney for out-of-pocket expenses referred to below in paragraph #7.
4. City and Attorney understand that the annual retainer of \$21,00.00 shall remain unchanged for a period of three years. This contract shall renew automatically on an annual basis after initial three year period, but shall be open to further negotiation of fees thereafter at request of either party.
5. Any charges to the City for legal services provided by other attorneys appointed by the court in conflict cases are not covered by this agreement.
6. The charges for the Attorney's work include, but are not limited to: Court appearances, telephone conferences, office conferences, legal research, depositions, review of file materials and documents sent or received, preparation for trials, hearings and conferences, drafting of pleadings or instruments, correspondence and office memoranda. The charges do not include cases taken on appeal to higher Courts.
7. Various out-of-pocket expenses incurred by the Attorney in representing indigent defendant's interests, including, but not limited to, witness fees, service fees, expert witnesses, and other court costs, shall be reimbursed to the Attorney monthly, within twenty days of receipt of an invoice.
8. This agreement is the only agreement or understanding between the parties,

supersedes and controls any and all prior existing agreements or communications between the parties, and incorporates all negotiations, commitments, and understandings acceptable to both parties. No other communication between the parties shall be deemed a part of this agreement. All subsequent modifications to this agreement must be agreed to, in writing, and signed by the parties.

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

Kent R. Clark, City Recorder

By: _____
K. Shawn Patten, L.C.
K. Shawn Patten Attorney



Memo

To: Mayor & City Council
From: Chris Thompson, City Engineer/Public Works Director
Date: June 14, 2011
Re: River Cove Subdivision Groundwater Study

Staff Report

This past year we have had several reports of groundwater in homes in the River Cove Subdivision. City staff has worked with Terracon on installing monitoring wells to understand the effects of groundwater along the Spanish Fork River. Terracon will provide a report of findings on the groundwater elevation study during high water year and provide a lot by lot summary of acceptable building floor elevations. The monitoring wells will give the City the opportunity to monitor the ground water effects in the future and which may be similar in other areas along the river. The proposal has a contract amount of \$8,850 with the break down of costs for the project.

We recommend that the city council ratify the agreement with Terracon to provide protection from groundwater issues for future homes to be constructed in the River Cove Subdivision. Costs will be paid for from existing city budgets.

Attached: Terracon Consultants Agreement of Services



June 2, 2011

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

Attn: Mr. Trapper Burdick
E: tburdick@spanishfork.org
P: (801) 804-4552
F: (801) 804-4552

**RE: Proposal for Monitor Well Installation Services
River Cove Subdivision, Plats A, C and D
Spanish Fork City, Utah
Terracon Proposal No. P61110140B**

Mr. Burdick:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide geotechnical monitoring well installation services for the above referenced project. The purpose of this study will be to install monitor wells for depth to groundwater monitoring. This proposal outlines our understanding of the project and scope of services and provides a lump sum fee for our services.

A. PROJECT INFORMATION

Site Location

Item	Description
Location	River Cove Subdivision in Spanish Fork, Utah. The project will extend along River Ridge Lane from 1132 West to 1098 South, and one lot on 920 South. The project will include vacant lots located in Plats A, C and D along both sides of River Ridge Lane. The project will run roughly parallel to the Spanish Fork River throughout its alignment.
Existing improvements	Existing River Cove Subdivision. Existing paved streets, concrete curb and gutter and sidewalks. The lots included in this scope of work are vacant. Some adjacent lots within the subdivision are developed.
Current ground cover	Clear ground, grass and weeds.
Existing topography	Relatively flat with some slopes into stream channel.



Project Description

Item	Description
Wells	The project will include installation of temporary ground water monitoring wells within the existing subdivision to depths of 10 feet each. Wells will be constructed to allow measurement of ground water fluctuations over a period of time.

Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

B. SCOPE OF SERVICES

The services to be provided by Terracon are summarized as follows:

Field Program – As requested, we propose to install 16 temporary monitor wells within the planned project boundaries to depths of approximately 10 feet each (or auger refusal, if shallower). The monitoring wells will be installed in vacant lots within or adjacent to the city public utility easement.

Soil sampling will not be completed during installation of the wells. The wells will be installed using GeoProbe equipment. Each well will include a one-inch PVC pipe extending to the bottom of the boring. The lower five feet of the pipe will be slotted. A sand pack will be placed around the lower seven feet of the well and a Bentonite plug will be placed from the top of the sand pack to the ground surface. A locking cap and a flush mount well cover will be placed on the monitor well for security and protection.

An initial water level reading will be made at the end of the day, following monitoring well construction. Additional readings will be taken around the time of maximum river level and towards the end of June, as directed by Spanish Fork City personnel. Additional readings may be requested by the city throughout the year.

Conditions/Items to be provided by Client: Items to be provided by the client include the right of entry to install the monitor wells and an awareness and/or location of any private subsurface utilities existing in the area. We will contact State One Call Service (SOCS) for location of utilities in public easements. Location of private lines on the property is not part of the SOCS or Terracon scope. All private lines should be marked by others prior to commencement of drilling. Terracon will take reasonable efforts to reduce damage to the property, such as rutting of the ground surface. However, it should also be understood that in the normal course of our work some such disturbance could occur. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

Our fee is based on the site being accessible to our track-mounted drilling equipment and Terracon providing layout of the wells; additional costs may result if this is not the case. It does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, damage of existing landscape or location of underground utilities beyond contacting a “one-call” locate service. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and fee, if necessary.

For safety purposes, all wells will be backfilled immediately. Excess auger cuttings would be disposed of on the site.

Letter Report – Groundwater observations will be summarized in a brief letter report. Recommendations for depth of basement structures based on measured groundwater levels will be provided.

Schedule - We can generally begin the well installation within about two to five day after receipt of our signed Agreement for Services, depending on driller availability and if site and weather conditions permit. We estimate the installation will take one day.

We can mobilize to the site to take additional water level readings with a 12 hour advance notice.

C. COMPENSATION

For the scope of services outlined in this proposal that includes installation of monitor wells, initial water level readings, and two additional readings, and preparation of the brief letter report, the lump sum total fee would be **\$8,850**. A breakdown of the anticipated fees is presented below.

Instillation and Initial Reading:	\$ 7,550.00
Two Additional Readings and Report:	<u>\$ 1,300.00</u>
TOTAL ESTIMATE	\$ 8,850.00

Unless instructed otherwise, the invoice will be sent to your attention at the above address. If Spanish Fork City retains Terracon to take additional periodic readings of the monitor wells and prepare a short summary of readings the cost for those services is estimated to be **\$650** per reading event. Fees for additional readings or further consultation will accrue on a time and materials basis in accordance with the attached fee schedule.

If unexpected subsurface conditions are encountered, or the project scope is altered from that described above, this fee may need to be renegotiated.

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization, as evidenced by your signature on the Supplement Agreement form.

D. AUTHORIZATION

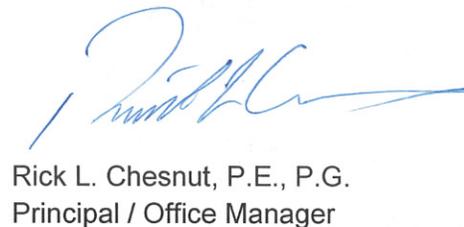
This proposal may be accepted by executing the attached Agreement for Services and returning one copy along with this proposal to Terracon. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you.

Sincerely,
Terracon Consultants, Inc.



Jeff W. Gilbert, P.E.
Project Geotechnical Engineer



Rick L. Chesnut, P.E., P.G.
Principal / Office Manager

JWG/RLC/ab

Attachments: Agreement for Services
Fee Schedule

Copies: Addressee (electronic)

N:\Projects\2011\61115020\PROPOSAL-CONTRACT DOCUMENTS\P61110140\P61110140B Sp Fork Gnd Water Study.docx

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Spanish Fork City ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the River Cove Subdivision, Plats A, C and D project ("Project"), as described in the Project Information section of Consultant's Proposal dated May 24, 2011 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
By:  Date: **6/2/2011**
Name/Title: **Rick L. Chesnut / Principal**
Address: **14850 S. Pony Express Road, Suite 150N**
Bluffdale, Utah 84065
Phone: **801.545.8500** Fax: **801.545.8600**

Client: **Spanish Fork City**
By: _____ Date: _____
Name/Title: _____
Address: **40 South Main Street**
Spanish Fork, Utah 84660
Phone: **801.804.4552** Fax: **801.804.4552**

Reference Number: P61110140B

UNIT RATE SCHEDULE
Utah Office

Compensation

Geotechnical Engineering Services
For Calendar Year 2011

SERVICES	RATES
Labor Rates	
Senior Principal	\$ 140.00 Per Hour
Principal	\$ 130.00 Per Hour
Project Engineer I	\$ 100.00 Per Hour
Staff Engineer II	\$ 90.00 Per Hour
Drafter	\$ 60.00 Per Hour
Laboratory Technician II	\$ 60.00 Per Hour
Laboratory Technician	\$ 45.00 Per Hour
Clerical	\$ 50.00 Per Hour
Laboratory (billed either by; test or laboratory labor time)	
Atterberg Limits	\$ 55.00 Each
Consolidation	\$ 130.00 Each
Hydrometer	\$ 75.00 Each
Moisture Test	\$ 12.00 Each
Moisture-Density Relationship (Proctor)	\$ 125.00 Each
Shear Strength (Direct Shear)	\$ 140.00 Each
Sieve Analysis	\$ 65.00 Each
Unit Weight	\$ 25.00 Each
CBR & Moisture -Density Relationship	\$ 300.00
Triaxial Shear	Available on Request
Direct Expenses	
Mileage	\$ 0.58 Per Mile
Engineer Per Diem	\$ 35.00 Per Day
Logding	Cost + 15%
All other Direct Outside Services	Cost + 15%

Acceptable payment methods include credit cards (Mastercard, VISA and Discover) and checks.



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: June 15, 2011
Re: Sanitary Sewer System Model, Amendment #2: Masterplan Update

Staff Report

Bowen, Collins and Associates have completed the modeling for our sewer system. This involved city staff to provide all the data collection. While reviewing the data from the model the need to revise and updated the Sewer Collection Master Plan is necessary. Tasks to complete an extensive master plan include collecting and review existing data, update system evaluation criteria, simulate existing operating system under projected build-out, evaluate alternative improvements to resolve system deficiencies, develop capital improvement plan, prepare master plan report, project management and coordination of meetings with City staff. The cost for Bowen, Collins and Associates to complete these tasks are \$24,800.

Staff recommends City Council to approve this amendment with Bowen, Collins and Associates with cost of the plan to be covered by the current approved budget.

Attached: Sanitary Sewer System Model Amendment #2

Sanitary Sewer System Model

Amendment #2

City of Spanish Fork (OWNER)

This document hereby amends the agreement, dated January 31, 2011, between the City of Spanish Fork (herein called OWNER) and Bowen, Collins & Associates, Inc. (herein called ENGINEER) to provide professional services to prepare a Sanitary Sewer System Model.

1. SERVICES

Perform additional services not included in the original agreement:

Task 8: Collect and Review Existing Data

Objective: To collect the information that will be required to perform the technical evaluation of the main sewer lines.

Activities:

- Collect information on recurring operation or maintenance problems.
- Review delineated boundaries of sewer collection system service areas and subareas with Spanish Fork City personnel.

Products:

- Information needed to begin the technical evaluation of the sewer collection system.

Task 9: Update System Evaluation Criteria

Objective: To update criteria that will be used to identify system deficiencies and problems that need to be resolved.

Activities:

- Meet with City staff to discuss and develop system evaluation criteria that will be used as the basis for identifying needed wastewater collection system improvements. Evaluation criteria will be identified for minimum flow velocities in pipelines, maximum allowable percentage of flow depth in pipelines during average daily flow conditions, minimum allowable pump station capacity, and any other pertinent items.

Products:

- Criteria that will be used in this study as the basis for identifying needed wastewater collection system improvements.

Task 10: Simulate Existing System Operation Under Current Conditions

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

Activities:

- Use the digital computer model of the City's collection system to hydraulically simulate operation of the existing trunk lines under flow conditions from existing development.
- Evaluate results of hydraulic analyses and identify areas where capacity deficiencies currently exist, including pipes and pump stations.

Products:

- Computer output data identifying where existing capacity deficiencies exist.
- A summary of utilized capacity for all the trunk lines modeled in the system.

Task 11: Simulate Existing System Operation Under Projected Future Build-Out Conditions

Objective: To identify the impacts that future development will have on the existing sewer system trunk lines.

Activities:

- Estimate the distribution of future population in Spanish Fork based on the City's general plan and City personnel estimates of growth from areas of probable new development, redevelopment, and/or annexation.
- Use the hydraulic model to simulate operation of the existing trunk lines under flow conditions for projected future build-out development conditions.
- Evaluate results of hydraulic analyses and identify areas where capacity deficiencies are projected to exist, including pipes and pump stations.

Products:

- Computer model of existing system of sewer trunk lines associated with projected future land use conditions.
- Computer output data identifying where capacity deficiencies will exist if projected development occurs without making significant improvements to the sewer trunk line system.
- A summary of projected future utilized capacity for all the existing trunk lines modeled in the system.

Task 12: Evaluate Alternative Improvements to Resolve System Deficiencies

Objective: To identify the most cost effective improvements that will resolve the trunk line deficiencies identified in Tasks 3 and 4.

Activities:

- Utilize the computer model to simulate alternative improvements that will mitigate the capacity deficiencies identified in Tasks 3 and 4. Potential structural improvements may include installing parallel pipes, replacing undersized pipes with new larger pipes, in-line or off-line storage, and increasing lift station capacities.
- Determine whether reducing infiltration and inflow would be a cost-effective method to eliminate the need for any of the alternative improvements.
- Develop conceptual cost estimates for alternative improvements.
- Meet with City staff to review alternative improvements and select recommended improvements to be included in the Capital Facilities Plan.
- Add any maintenance related projects identified by City staff to the list of recommended projects.

Products:

- A list of recommended improvements that will resolve the capacity deficiencies identified in the hydraulic analyses as well as maintenance problems identified by City staff.
- A computer model that includes the recommended improvements to the existing system of sewer trunk lines associated with projected future land use conditions.

- A summary of projected future utilized capacity for all trunk lines modeled in the system assuming that the recommended improvements have been implemented.
- Conceptual cost estimates for alternative system improvements.

Task 13: Develop Capital Improvements Plan

Objective: To develop a sewer system capital improvements plan for City budgeting and planning purposes.

Activities:

- Meet with City personnel to develop project prioritization criteria for recommended improvement projects.
- Develop cost estimates for recommended sewer system improvements identified in Task 5.
- Prioritize needed improvements based on whether deficiencies are existing or related to future development and the other prioritization criteria developed with City staff.

Products:

- Project prioritization criteria.
- Cost estimates for recommended improvement projects.
- Capital improvements plan with prioritized recommended improvement projects, estimated project costs, recommended construction methods, and a capital improvements implementation through the year 2025.

Task 14: Prepare Master Plan Report

Objective: To prepare a report that documents the analytical procedures used in completing the study; identifies where existing or projected future trunk line deficiencies exist; identifies and prioritizes recommended improvements that will resolve the system deficiencies; and summarizes the recommended implementation plan for recommended capital improvements.

Activities:

- Prepare a draft Wastewater Collection System Master Plan Report, including figures, tables, and text, that documents the analytical procedures and recommendations of the study.
- Distribute eight copies of draft report for review.
- Prepare for and attend a draft report review workshop to receive and address comments on the draft report. It is anticipated that this meeting will be held two to three weeks after the draft report is distributed for review.
- Incorporate review comments from the City, Engineer, and any other desired reviewing agencies into final Wastewater Collection System Master Plan Report. Final Wastewater Collection System Master Plan Report will include an Executive Summary.

Products:

- Eight copies of draft Sewer System Evaluation Report.
- Twelve Copies of Final Sewer System Evaluation Report.
- Up to five copies of a bound executive summary for the Final Sewer System Evaluation Report for City Council Members and other City personnel.
- One copy of any Technical Appendix.

Task 15: Project Management/Progress & Coordination Meetings

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

Activities:

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

Products:

- Agendas and meeting notes for monthly progress coordination meetings.
- Needed project correspondence.
- Management of work scope, schedule, and budget.

2. COMPENSATION

Time and expenses not to exceed \$24,800 without prior written approval. See Attachment A for a cost break down.

Current Contract Amount	\$18,200
Amendment No. 2 - Requested Amount	<u>\$24,800</u>
Revised Task Order 4 Maximum Limit Not to Exceed	\$43,000

3. SCHEDULE

We are available to begin work immediately and anticipate having the project complete within 3 months of receiving notice to proceed.

The parties have executed this Task Order effective this 24th day of May, 2011.

OWNER

ENGINEER

By _____
 Name _____
 Title _____

By _____
 Name Craig R. Bagley
 Title Vice President



Memo

To: Mayor & City Council
From: Chris Thompson, Public Works Director / City Engineer
Date: June 15, 2011
Re: Storm Drain Model and Masterplan Amendment #3

Staff Report

Bowen, Collins and Associates has helped city staff map, model and master plan the storm drain for Spanish Fork City. This amendment is to contract with Bowen, Collins and Associates to complete the following additional work on the Storm Drain Master Plan: develop impact fee facility plan, perform a river flood debris basin analysis, develop recommendations for annual maintenance of the Spanish Fork River, and a compile a comprehensive Storm Drain Master Plan document. These final tasks of the master plan will allow clear direction for development in areas near the river.

We recommend that the City Council approve Amendment #3 to the storm drain model and masterplan contract with Bowen, Collins and Associates for the amount of \$16,400 as proposed in the attached documents. We have budgeted to do this work but have not contracted for it to be done until the modeling and mapping was completed.

Attached: City-wide Storm Drain Model Master Plan Amendment #3



TASK ORDER No. 4
City-Wide Storm Drain Master Plan

Amendment #3

City of Spanish Fork (OWNER)

Task Order No. 4 is hereby amended 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 May 7, 2008.

1. SERVICES

Perform additional services not included in the original Task Order No. 4 as described below:

Task 11 – Develop Impact Fees Facilities Plan

Objective: To develop a storm drain system Impact Fee Facilities Plan for City budgeting and planning purposes.

Activities:

- Develop an existing condition hydrologic model for areas where the existing storm drain facilities are insufficient due to a combination of existing conditions and future development (this is necessary to identify which portion of the project is related to new development and existing deficiencies).
- Meet with City personnel to prioritize recommended storm drain projects.
- Prioritize recommended improvements and identify if the needed improvements are related to existing needs or future development.
- Develop conceptual construction cost estimates for recommended storm drain improvements.
- Develop a recommended implementation schedule through the year 2031 for the recommended capital improvements, with a projected cash flow analysis.

Products:

- Cost estimates for recommended improvement projects.
- Storm Drain Impact Fees Facilities Plan with prioritized recommended improvement projects, estimated project costs, recommended construction methods, and a capital improvements implementation through the year 2031.

Task 12 – Debris Basin Analysis

Objective: To recommend a location and approximate size for a debris basin near the mouth of Spanish Fork canyon.

Activities:

- Visit potential debris basin sites.
- Perform calculations to provide preliminary estimate of debris basin size.
- Make recommendation for debris basin location and size (Spanish Fork City personnel to provide ownership information at no additional cost to BC&A).
- Develop conceptual cost estimate to construct debris basin and associated facilities.

Products:

- Figure indicating location and size of debris basin.
- Cost estimate to construct debris basin and associated facilities.

Task 13 – Develop Recommendations for Maintaining the Spanish Fork River Corridor

Objective: To develop a maintenance document for the reach of the Spanish Fork River that is located in Spanish Fork City.

Activities:

- Meet with City personnel to discuss topics to be addressed in the plan, including river access.
- Prepare document outlining recommended river maintenance activities and monitoring.

Products:

- River Maintenance Technical Memorandum

Task 14 – Compile Storm Drain Master Plan

Objective: Compile into one bound document analyses and reports pertaining to the Spanish Fork Storm Drain system.

Activities:

- Compile the following documents into a single binder for City use:
 - Spanish Fork City Drainage Manual
 - Storm Drain Analysis and Recommended Improvements
 - Impact Fee Facility Plan
 - Bank Stability Analysis
 - Debris Basin Location Analysis
 - Levee Operation and Maintenance Plan
 - Floodplain Ordinance

Products:

- Three (3) binders containing the documents indicated above.

2. COMPENSATION

Time and expenses not to exceed \$16,400 without prior written approval. See Attachment A for a cost break down.

Current Contract Amount	\$31,500
Amendment No. 3 - Requested Amount	<u>\$16,400</u>
Revised Task Order 4 Maximum Limit Not to Exceed	\$47,900

3. SCHEDULE

We are available to begin work immediately and will have all tasks complete within 4 weeks of receiving written authorization to proceed.

The parties have executed this Task Order effective this 24th day of May, 2011.

OWNER

By _____
Name _____
Title _____

ENGINEER

By _____
Name Craig R. Bagley
Title Vice President

Attachment A

**Spanish Fork City
Storm Drain Master Plan
Engineering Fee Estimate**

Bowen Collins & Associates, Inc.
5/23/2011

		Office/Support		Engineers			Subtotal Hours	Subtotal Labor	Expenses	Total Cost
Labor Category		Office	Editor	Staff Eng.	Proj. Eng.	Proj. Mngr				
Staff		Dannelly	Hansen	Ballentine	Stayner	Bagley				
Labor Rate		\$60	\$60	\$82	\$88	\$135				
Task No.	Task Description									
11	Develop Impact Fees Facilities Plan			40	24	8	72	\$6,472	\$528	\$7,000
12	Debris Basin Location Analysis			8	10	6	24	\$2,346	\$204	\$2,550
13	Develop Recom. for Maint. Spanish Fork River Corridor		2	8	20	14	44	\$4,426	\$374	\$4,800
14	Compile Storm Drain Master Plan		8	4	8	2	22	\$1,782	\$268	\$2,050
Subtotal Hours		0	10	60	62	30	497			
Amendment 3 Sub Total:										\$16,400
Current Contract Amount:										\$31,500
Total Amendment 3 Contract Amount:										\$47,900

Expenses include:

- Mileage reimbursement at \$0.75/mile
- Computer/Communications Charge at \$6/labor hour
- 10% Markup on other project related expenses

Hourly rates are adjusted annually to reflect labor rated increases



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: June 15, 2011
Re: 300 West Sewer Trunkline Capacity Study

Staff Report

City staff with the help of few different consultants has finished data collection and modeling of the existing sanitary sewer system. After reviewing this model, we have determined that a more detailed analysis of the capacity of the 300 West trunkline needs to be done. This will allow us to more accurately know how many additional homes can be connected to this trunkline.

We recommend that we contract with Bowen, Collins and Associates to complete this detailed analysis and modeling for the amount of \$13,500 as proposed in the attach exhibit. Existing money budgeted for sewer masterplan work would be used to pay for this study.



300 West Sewer Capacity Line Study

City of Spanish Fork (OWNER)

1. SERVICES

Bowen, Collins and Associates will perform a detailed analysis to evaluate the potential future impacts of development in the river bottoms area to existing sewer facilities. The river bottoms area is currently zoned agricultural (see Figure 1). The main purpose of this study is to estimate the potential future number of sewer connections in the River Bottoms, assuming the rest of the City is at full build-out. The study area includes the collection area for the trunk line from the River Bottoms to the waste water treatment plant (see Figure 2).

The following tasks have been compiled to meet the goals of the study.

Task 1: Collect and Review Existing Data

Objective: To collect the information that will be required to perform the technical evaluation of the main sewer lines in the study area.

Activities:

- Collect information from Spanish Fork City regarding development in the river bottoms area (zoning maps, etc.).
- Review delineated boundaries of sewer collection system service areas and subareas in the study area with Spanish Fork City personnel.

Products:

- Information needed to begin the technical evaluation of the sewer collection system in the study area.

Task 2: Develop System Evaluation Criteria

Objective: To develop criteria that will be used to identify system deficiencies and problems that need to be resolved.

Activities:

- Meet with City staff to discuss and develop system evaluation criteria that will be used as the basis for identifying needed wastewater collection system improvements. Evaluation criteria will be identified for maximum allowable percentage of flow depth in pipelines during average daily flow conditions.

Products:

- Criteria that will be used in this study as the basis for identifying needed wastewater collection system improvements.

Task 3: Simulate Existing System Operation Under Projected Future Build-Out Conditions – Excluding the River Bottoms Area

Objective: To identify the impacts that projected future development will have on the existing sewer system trunk lines excluding development in the River Bottoms area.

Activities:

- Estimate the distribution of future population in the study area based on the City’s general plan and City personnel estimates of growth from areas of probable new development, redevelopment, and/or annexation.
- Use the hydraulic model to simulate operation of the existing trunk lines under flow conditions for projected future build-out development conditions, excluding the River Bottoms area.
- Evaluate results of hydraulic analyses and identify areas where capacity deficiencies are projected to exist, including pipes and pump stations.

Products:

- Computer model of existing system of sewer trunk lines associated with projected future land use conditions.
- Computer output data identifying where capacity deficiencies will exist if projected development occurs without making significant improvements to the sewer trunk line system.
- A summary of projected future utilized capacity for all the existing trunk lines modeled in the system.

Task 4: Simulate Existing System Operation Under Projected Future Build-Out Conditions – Including the River Bottoms Area

Objective: To identify impacts that future development will have on the existing sewer system trunk lines including development in the River Bottoms area.

Activities:

- * Modify the model developed as part of Task 3 to reflect potential future development in the River Bottoms Area.
- * Evaluate results of hydraulic analyses and identify areas where capacity deficiencies are projected to exist, including pipes and pump stations.

Products:

- * Computer model of existing system of sewer trunk lines associated with projected future land use conditions and River Bottoms area development.
- * Computer output data identifying where capacity deficiencies will exist if projected development occurs without making significant improvements to the sewer trunk line system.

Task 5: Evaluate Alternative Improvements to Resolve System Deficiencies

Objective: To identify the most cost effective improvements for the trunk line from the River Bottoms area to the waste water treatment plant that will resolve any trunk line capacity deficiencies identified in Tasks 3 and 4.

Activities:

- * Utilize the computer model to simulate alternative improvements that will mitigate capacity deficiencies identified in Tasks 3 and 4. Potential structural improvements may include installing parallel pipes and replacing undersized pipes with new larger pipes.

- * Develop conceptual cost estimates for alternative improvements.
- * Meet with City staff to review alternative improvements and select recommended improvements to be included in the Capital Facilities Plan.

Products:

- * A list of recommended improvements that will resolve the capacity deficiencies identified in the hydraulic analyses as well as maintenance problems identified by City staff.
- * A computer model that includes the recommended improvements to the existing system of sewer trunk lines associated with projected future land use conditions.
- * A summary of projected future utilized capacity for all trunk lines modeled in the system assuming that the recommended improvements have been implemented.
- * Conceptual cost estimates for alternative system improvements.

Task 6: Prepare Technical Memorandum

Objective: To prepare a technical memorandum that documents the analytical procedures used in completing the study; identifies where existing or projected future trunk line deficiencies exist; identifies recommended improvements that will resolve the system deficiencies with and without development in the River Bottoms area.

Activities:

- * Prepare a draft Wastewater Collection System Master Plan technical memorandum; including figures, tables, and text, that documents the analytical procedures and recommendations of the study.
- * Distribute eight copies of draft technical memorandum for review.
- * Prepare for and attend a draft technical memorandum review workshop to receive and address comments on the draft technical memorandum. It is anticipated that this meeting will be held two to three weeks after the draft report is distributed for review.
- * Incorporate review comments from the City, Engineer, and any other desired reviewing agencies into final Wastewater Collection System Master Plan technical memorandum.

Products:

- * Eight copies of draft Sewer System Evaluation technical memorandum.
- * Twelve Copies of Final Sewer System Evaluation technical memorandum.
- * One copy of any Technical Appendices.

Task 7: Project Management/Progress & Coordination Meetings

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

Activities:

- * Prepare for and attend regular progress/coordination meetings with City staff.
- * Provide correspondence needed throughout the course of the project to address important issues and to keep City staff involved and informed of progress and activities.
- * Manage the work scope, schedule and budget for the project and provide quality control on work being performed.

Products:

- * Needed project correspondence.
- * Management of work scope, schedule, and budget.

2. COMPENSATION

Time and expenses not to exceed \$13,500 without prior written approval. See Attachment B for a cost break down.

3. SCHEDULE

We are available to begin work immediately and anticipate having the project complete within 6 weeks of receiving notice to proceed.

The parties have executed this Task Order effective this 13th day of June, 2011.

OWNER

By _____

Name _____

Title _____

ENGINEER

By _____

Name Craig R. Bagley

Title Vice President

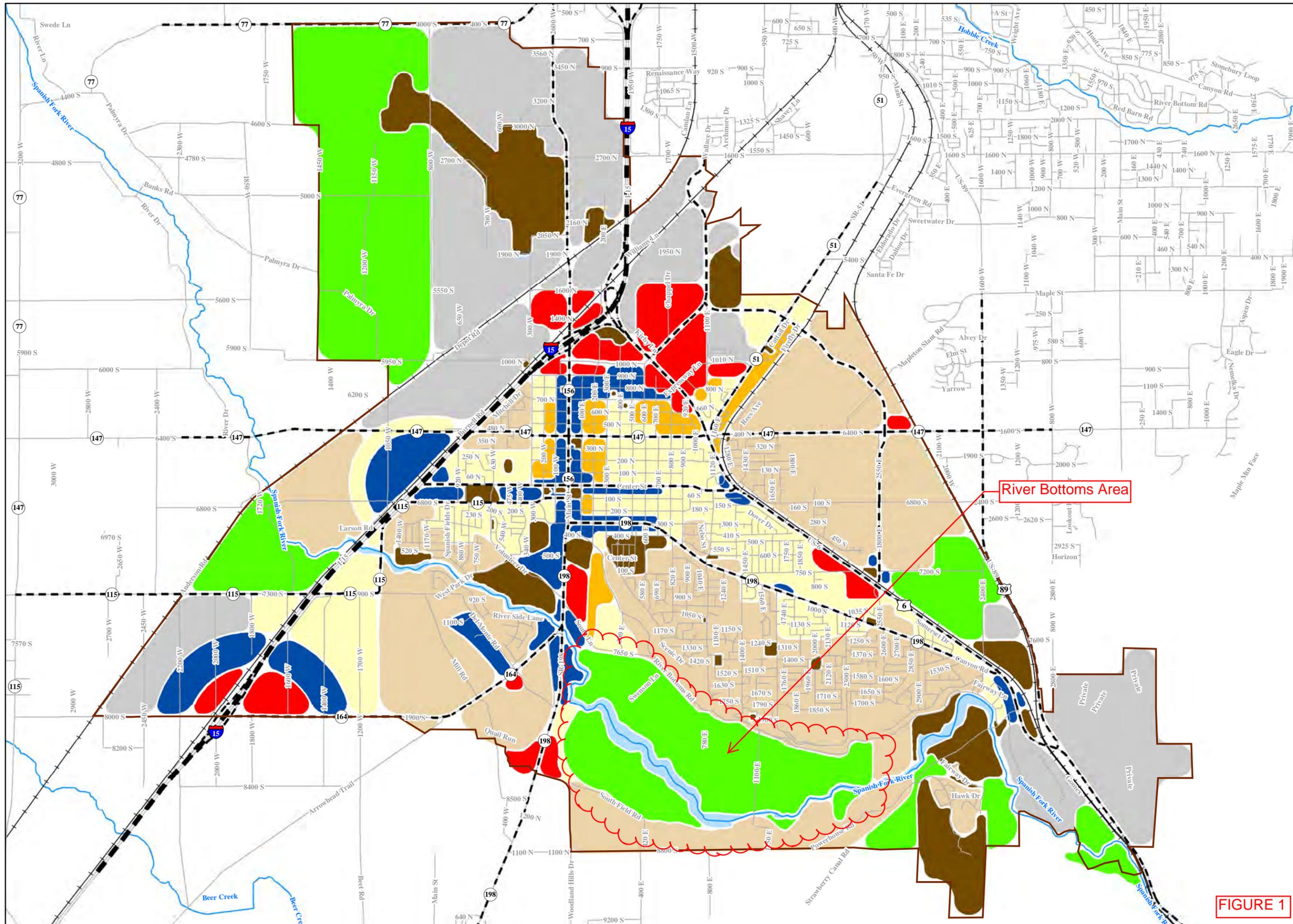
Spanish Fork Land Use Element of General Plan



1 Inch = 3,400 Feet

Legend

- Roads
- Railroad
- Rivers
- General Plan Proposal**
- Agricultural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Commercial
- Industrial
- Public Facilities
- Floodplain (Floodway)
- Hillside/Geologic Hazards



River Bottoms Area

Print Date: 4/18/2011

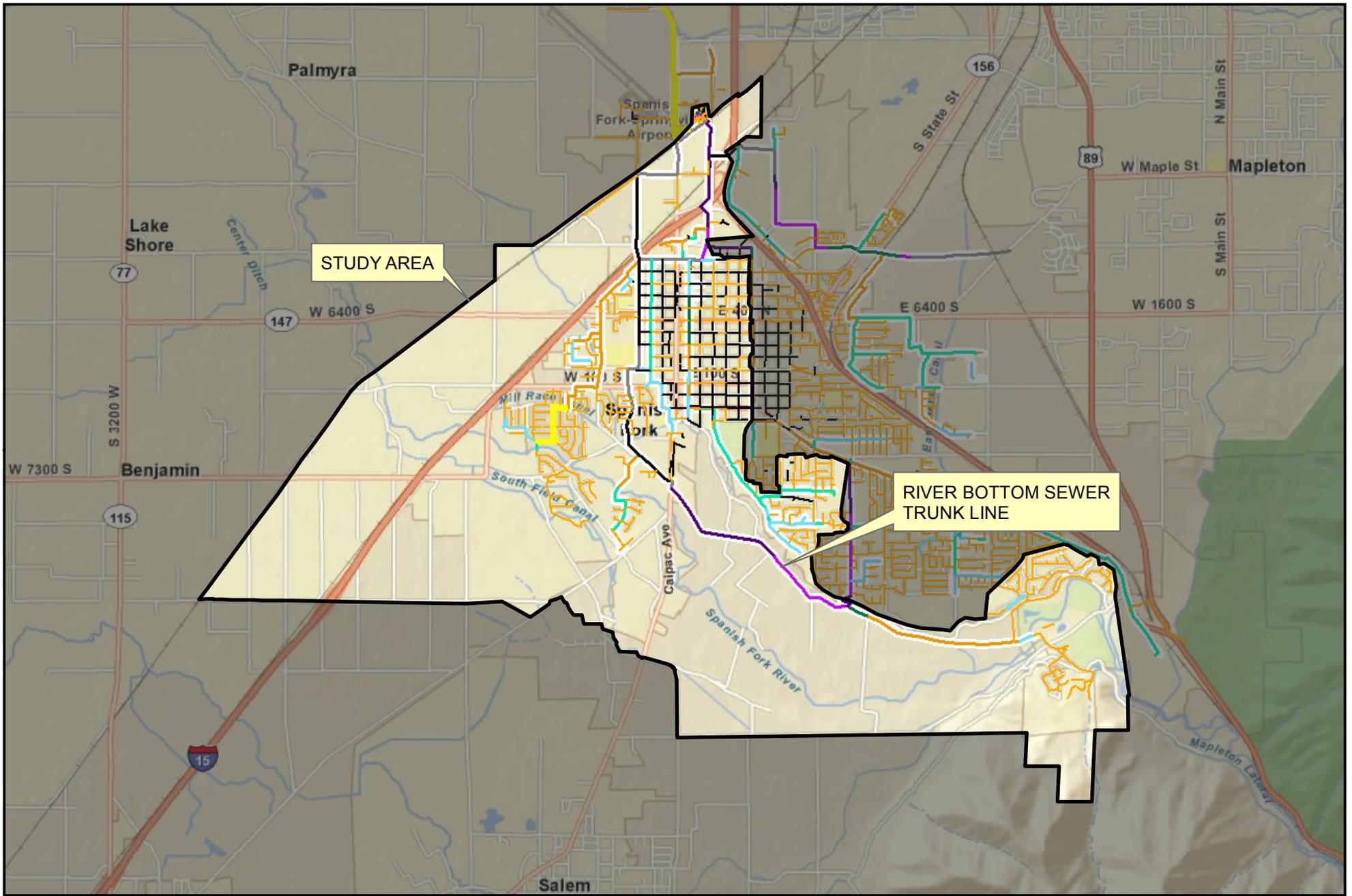


GEOGRAPHIC INFORMATION SYSTEMS

Spanish Fork City GIS
 40 South Main Street
 Spanish Fork, UT 84660
 Administrator - (801) 804-4571
 Interns - (801) 804-4570

Disclaimer: Spanish Fork City makes no warranty with respect to the accuracy, completeness, or usefulness of these maps. Spanish Fork City assumes no liability for direct, indirect, special, or consequential damages resulting from the use or misuse of these maps or any of the information contained herein. Portions may be copied for incidental uses, but may not be resold.

FIGURE 1



Attachment B

**Spanish Fork City
300 West Sewer Capacity Line Study
Engineering Fee Estimate**

Bowen Collins & Associates, Inc.
6/14/2011

		Office/Support		Engineers			Subtotal Hours	Subtotal Labor	Expenses	Total Cost
Labor Category		Office	Editor	Staff Eng.	Proj. Eng.	Proj. Mngr				
Staff		Dannelly	Hansen	McKinnon	Stayner	Larson				
Labor Rate		\$60	\$60	\$88	\$88	\$100				
Task No.	Task Description									
1	Collect/Review Existing Data			4			4	\$352	\$24	\$376
2	Update System Evaluation Criteria			2	2	2	6	\$552	\$156	\$708
3	Simulate System Operation - Without River Bottoms Area			20	4	4	28	\$2,512	\$288	\$2,800
4	Simulate System Operation - With River Bottoms Area			4	2	2	8	\$728	\$48	\$776
5	Evaluate Alternative Improvements			20	4	4	28	\$2,512	\$260	\$2,772
6	Prepare Technical Memorandum		2	20	4	2	28	\$2,432	\$288	\$2,720
7	Project Management/Progress Meetings			8	20	2	30	\$2,664	\$684	\$3,348
Subtotal Hours		0	2	78	36	16	132			
Total:										\$13,500

Expenses include:

- Mileage reimbursement at \$0.75/mile
- Computer/Communications Charge at \$6/labor hour
- 10% Markup on other project related expenses

Hourly rates are adjusted annually to reflect labor rated increases



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: June 16, 2011
Re: Water and Pressurized Irrigation Masterplan Documents and Impact Fee Facilities Plans

Staff Report

The city has contracted with Hansen, Allen and Luce to model our water and pressurized irrigation systems. This amendment is to contract with them to write full masterplans for these systems and complete a impact fee facilities plans as required by recent legislation.

The costs for this work are already in current city budgets for both water and pressurized irrigation. The work to complete the masterplans for these two systems is so integrally related that we have combined the costs into one contract and will take money out of both budgets proportionately. We recommend that the city council approve this amendment for the amount of \$21,700.

Attached: Proposed Amendment



AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This addendum made on June _____, 2011, modifies the Agreement made on January 11, 2011, between Spanish Fork City, (CITY) with its principal offices in Spanish Fork, Utah, and Hansen, Allen & Luce, Inc. (ENGINEER), with offices at 6771 South 900 East, Midvale, Utah 84047. The terms and conditions of the January 11, 2010, Agreement shall apply to this Amendment, except to the extent expressly modified by this Amendment.

1. Scope of Services. The scope of services (hereinafter "Services") for this addendum includes the following items:
 - a. Pressurized Irrigation System Master Plan Report including: administration, meetings with City personnel related to the master plan, preparations of recommendations and list of proposed master plan projects for the PI system, 5 draft copies and 5 final copies of the master plan report (with an electronic copy) documenting the model, master planning process, water rights, assumptions, and recommendations.
 - b. Drinking Water System Master Plan Report including: administration, meetings with City personnel related to the master plan, preparations of recommendations and list of proposed master plan projects for the drinking water system, 5 draft copies and 5 final copies of the master plan report (with an electronic copy) documenting the model, master planning process, water rights, assumptions, and recommendations.
2. Estimated Time Schedule. ENGINEER proposes to complete the work by September 5, 2011.
3. Charges for services. Charges for the above services will be based on hourly fees and other direct costs as identified in the ENGINEER's rate schedule currently in effect. The fee for services performed under this addendum will increase the contract amount by an amount not to exceed \$21,700.
4. Notices, Signatures and Authorized Representatives. The following signatories of this Agreement are the Authorized Representatives of CITY and ENGINEER for the execution of this Amendment. Any information or notices required or permitted under this Amendment shall be deemed to have been sufficiently given if in writing and delivered either personally or by mail to the undersigned representative.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly Authorized Representatives, DATED the day and year first written above, as follows:

CITY

ENGINEER

G. Wayne Andersen, Mayor

Richard M. Noble, Principal

ATTEST:

ATTEST:

Kent Clark, Recorder

Steven C. Jones, Associate



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: June 16, 2011
Re: Cold Springs Reconstruct Consulting Services Agreement Amendment, Pond Removal

Staff Report

When the Central Utah Project ran the 96 inch pipeline down Spanish Fork Canyon they exposed several defects in our water trunkline coming down the canyon. One such defect when it ruptured caused water hammer up through our spring collection system creating a cross connect between a small nearby pond and our spring. This posed no threat to the citizens of Spanish Fork at that time because the spring was disconnected from our water system as a precaution.

We have since been working to seal off this cross connection but have been unsuccessful because of fissures in the bedrock area under the spring. We have worked with Hansen, Allen and Luce and the Division of Drinking Water to determine that the only way to protect our water system into the future is to remove the pond.

This will require a lot of work and coordination with the Division of Drinking Water and the Army Corp of Engineers. We recommend that the city council approve this contract amendment for the amount of \$20,000 to perform this work. The funds for this are available in existing budgets for water line replacement.

Attached: Proposed Amendment

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This addendum made on June _____, 2011, modifies the Agreement made on January 11, 2011, between Spanish Fork City, (CITY) with its principal offices in Spanish Fork, Utah, and Hansen, Allen & Luce, Inc. (ENGINEER), with offices at 6771 South 900 East, Midvale, Utah 84047. The terms and conditions of the January 11, 2010, Agreement shall apply to this Amendment, except to the extent expressly modified by this Amendment.

1. Scope of Services. The scope of services (hereinafter "Services") for this addendum includes the following items:
 - a. Work related to removing the pond at Cold Springs and further development of Cold Springs
2. Estimated Time Schedule. ENGINEER proposes to complete the work by September 5, 2011.
3. Charges for services. Charges for the above services will be based on hourly fees and other direct costs as identified in the ENGINEER's rate schedule currently in effect. The fee for services performed under this addendum will increase the contract amount by an amount not to exceed \$20,000.
4. Notices, Signatures and Authorized Representatives. The following signatories of this Agreement are the Authorized Representatives of CITY and ENGINEER for the execution of this Amendment. Any information or notices required or permitted under this Amendment shall be deemed to have been sufficiently given if in writing and delivered either personally or by mail to the undersigned representative.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly Authorized Representatives, DATED the day and year first written above, as follows:

CITY

ENGINEER

G. Wayne Andersen, Mayor

Richard M. Noble, Principal

ATTEST:

ATTEST:

Kent Clark, Recorder

Steven C. Jones, Associate



Memo

To: Mayor & City Council
From: Chris Thompson, City Engineer/Public Works Director
Date: June 16, 2011
Re: Cut Bridge RFP Contract Scope of Work Modification #3

Staff Report

The city has been working to widen Cut Bridge which is located at Center Street just north of US 6. We have contracted with Stanley Consultants to write the RFP and work through several preliminary design issues related to the widening. One of these major issues relates to the fact that the current bridge does not meet current Union Pacific specifications for clearance. In order to widen the bridge and not be forced into a reconstruction Union Pacific has required a much more detailed study of the crossing. This modification is to pay Stanley Consultants to complete that study.

We recommend that the City Council approve this contract modification with Stanley Consultants in the amount of \$10,633 to complete the study as required by Union Pacific.

Attached: Proposed Contract Scope of Work Modification #3





SUPPLEMENTAL AGREEMENT NO. 22742-2

This Supplemental Agreement, made and entered into by and between STANLEY CONSULTANTS, INC. (Consultant) and SPANISH FORK CITY (Client) amends their agreement of June 10, 2010, for Consultant to provide services to the Client for the Cut Bridge Project, as follows:

Scope of Services

Additional roadway design work to establish the alignment for the intersection, the templates for the roadway design, and maintain the bridge clearance over the UPRR after the widening is completed. Construction estimate and further revisions to the RFP document, including adding the utilities and aerial photography to the concept plan.

Time of Beginning and Completion

Start October 18, 2010

End April 18, 2011

Fees and Payments

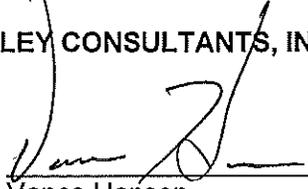
\$10,663.00

Except as specifically amended by this Supplemental Agreement, all the terms and conditions of the original Agreement dated June 10, 2010 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Supplemental Agreement to be executed on the date below indicated.

STANLEY CONSULTANTS, INC.

SPANISH FORK CITY

By: 
Vance Hanson

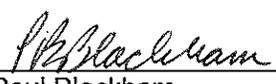
By: _____

Date: 5-31-2011

Date: _____

Attest:

Attest:

By: 
Paul Blackham

By: _____



Staff Report to City Council

Agenda Date:	June 21, 2011
Staff Contacts:	Dale Robinson
Reviewed By:	
Subject:	Municipal Recreation Grant Agreement with Utah County

Background Discussion:

At the April 19, 2011 council meeting you authorized the Mayor to sign a Municipal Recreation Grant Application with Utah County for a new sign and electronic reader board that the Parks & Recreation Department could use to advertise programs and events. The grant amount is \$30,133.06. We applied for this year's allocation along with some carry over from last year's grant that we did not use. Our application was approved by the county and we now need to have the mayor sign the agreement with them in order to proceed. This is a standard agreement that we have entered into the last several years and we have been able to fund some good projects with this grant.

Budgetary Impact:

This has been budgeted in the FY12 budget and will be 100% reimbursed upon completion.

Recommendation:

Staff recommends that the council authorize the Mayor to sign the agreement.

Attachments:

Agreement

AGREEMENT

This Agreement is made and entered into by and between Utah County, a political subdivision of the State of Utah, with its office located at 100 East Center Street, Provo, Utah 84606, hereinafter referred to as COUNTY and SPANISH FORK CITY, located at 40 South Main Street, Spanish Fork, Utah, hereinafter referred to as CITY.

RECITALS

WHEREAS, the Board of County Commissioners, Utah County, Utah has adopted policy guidelines and procedures for approving applications for Utah County Community Activities Fund grants which comply with the provisions of Title 59, Chapter 12, Part 6, Utah Code Annotated, 1953 as amended, and

WHEREAS, COUNTY has reviewed the Utah County Community Activities Grant application submitted by CITY and has determined that CITY should be awarded a Utah County Community Activities Grant;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, it is agreed by and between COUNTY and CITY as follows:

1. COUNTY hereby agrees to make a Utah County Community Activities Grant to CITY in an amount not to exceed \$30,133.06 (\$18,638.37 from the 2011 allotment and \$11,494.69 carried over from the 2010 allotment) through funds derived from the Tourism, Recreation, Cultural and Convention Facilities Tax of the County of Utah for the purchase and installation of an electronic message center and signs for promotion of community events.
2. CITY hereby agrees that the grant received from COUNTY shall be used exclusively

in funding the above-mentioned project.

3. The parties agree that all funds granted by COUNTY to CITY shall be given only for documented reimbursable costs incurred by CITY for the purpose stated above, and that payments by COUNTY to CITY will be made only upon presentation by CITY to COUNTY of appropriate receipts or other permitted documentation of reimbursable costs made by CITY. Presentation of all said appropriate receipts or other permitted documentation shall be made to COUNTY prior to October 31, 2011. No reimbursement for any costs submitted after October 31, 2011 will be made by COUNTY to CITY.

4. CITY also agrees that all publicity generated by CITY for the above-mentioned approved project shall display the language, "Sponsored in part by the Utah County Community Activities Fund."

5. The parties agree that COUNTY by virtue of this Agreement is making a grant only to CITY and is not responsible for any actions of CITY, or any other entity, in the construction of the project and the completion of the project stated above.

6. It is agreed by the parties that COUNTY may audit the records of CITY concerning the above-mentioned approved project at any time.

7. It is agreed by the parties that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

8. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement

9. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party

or an authorized representative of each party.

DATED this 31st day of May, 2011.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

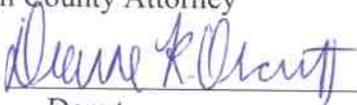


GARY J. ANDERSON, Chairman

ATTEST:
Bryan E. Thompson
Utah County Clerk/Auditor

By: 
Deputy

APPROVED AS TO FORM:
Jeffrey R. Buhman
Utah County Attorney

By: 
Deputy

DATED this _____ day of _____, 2011

SPANISH FORK CITY

By: _____
Mayor

ATTEST:

By: _____



Memo

To: Spanish Fork City Council and Mayor Anderson
From: Chris Thompson, Public Works Director/ City Engineer
Date: June 20, 2011
Re: Northeast Bench Change Order #2

STAFF REPORT

This change order is to adjust quantities and changes made to construct the Northeast Bench Storm Drain Project. This project is to construct a new storm drain trunkline from 1100 East 800 North down through Lynnbrook subdivision to the railroad crossing on 400 North and 1200 East.

During the construction of the project an unforeseen second gas line will require the storm drain flow line to be altered. This alteration requires an additional 48 inch storm drain manhole which will need to be core drilled. Another 60 inch storm drain Manhole and 85 linear feet of 24 inch RCP pipe is also proposed to extend the storm drain beyond the railroad and straighten out the trunkline so that it will work more efficiently.

During the installation of the storm drain along SR-51 and 400 North UDOT notified the City that all lane crossings will require the top three (3) feet of the trench to have flowable fill. The City will provide the flowable fill from Geneva Rock. The contractor will provide traffic plates while the flowable fill cures. The cost for the plates will offset the cost for the reduction in engineer fill.

It was necessary to obtain pre-approval on this change order so that we would not have to pay down time costs for the change order. We therefore recommend that the city council ratify the approval of this change order for a total of \$25,860. The costs to cover this change order would be covered in existing approved budgets.

Attached: Northeast Bench Change Order #2



Spanish Fork City

Contract Change Order

Change Order Number: 1

Contract for	Northeast Bench Storm Drain Project - 2010	Date	6/20/2011
Owner	Spanish Fork City		
To	RAM Constructors, Inc.		

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

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
48" SD Manhole		\$3,150.00
60" SD Manhole		\$3,525.00
Core Cut Manhole 3 @ \$700/ EA		\$2,100.00
85 LF of 24" RCP w/ Trench Patch @ \$85/ LF		\$7,225.00
170 CY of Flowable Fill @ \$58/ CY		\$9,860.00
TOTALS :	\$-	\$25,860.00
NET CHANGE IN CONTRACT PRICE :	\$-	\$25,860.00

JUSTIFICATION

1. & 3. Change in grade due to unforeseen utilities.
2. & 4. Connect existing SD system to trunk line
5. Flowable Fill is required on all UDOT street crossings (City will supply, paid to Geneva Rock). The cost for plating the flowable fill will offset the cost for engineering fill that would have been installed in place of the flowable fill.

The amount of the contract will be decreased by the sum of : Twenty-Five Thousand Eight Hundred Sixty Dollars and 00/100
Dollars \$25,860.00

The contract total including this and previous change orders will be : _____
Dollars

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

Requested: _____ Date: _____
(Owner)

Recommended: _____ Date: _____
(Owner's Architect/Engineer)

Accepted: _____ Date: _____
(Contractor)

RESOLUTION NO.11-07

ROLL CALL

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

I MOVE this resolution be adopted: Councilman

I SECOND the foregoing motion: Councilman

RESOLUTION 11-07

A RESOLUTION CONCERNING PROPOSED REDISTRICTING PLANS FOR THE UTAH STATE SENATE

WHEREAS, the Utah Legislature is in the process of redistricting Utah legislative districts following the 2010 census; and

WHEREAS, Senator Waddoups has presented a plan which shows Spanish Fork City divided into three State Senate Districts; and

WHEREAS, Spanish Fork City is already split in two Senate Districts, with the result that Spanish Fork lacks the representation of other cities its size; and

WHEREAS, Spanish Fork City finds, as a result, that it has no local representation in the State Senate; and

WHEREAS, splitting the City into three separate districts will effectively eliminate the ability of anyone from Spanish Fork being elected to the State Senate; and

WHEREAS, the framers of the Declaration of Independence were concerned about local representation; and

WHEREAS, the proposal of Senator Waddoups, while having good intentions, deprives Spanish Fork City of local representation, so valued by our American forefathers;

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

1. That the Utah State Senate be discouraged from approving Senator Waddoups redistricting plan in so far as it divides Spanish Fork City into three senate districts.
2. That Spanish Fork City strongly recommends that all of Spanish Fork City be part of one State Senate District.

DATED this 21st day of June, 2011.

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder



PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL SPANISH TRAILS PRELIMINARY PLAT

Agenda Date: June 21, 2011.

Staff Contacts: Dave Anderson, Community Development Director.

Reviewed By: Development Review Committee, Planning Commission.

Request: SF West Land LLC, is requesting reapproval of a Preliminary Plat for the Spanish Trails subdivision.

Zoning: R-1-8.

General Plan: Medium Density Residential.

Project Size: 21.82 acres.

Number of lots: 115 units.

Location: 430 South Spanish Trails Boulevard.

Background Discussion

A Preliminary Plat for this development was approved in 2007. One year has passed since the last plat was recorded. As such, the Preliminary Plat for Spanish Trails has lost its approval and needs to be reapproved before development in the project can recommence.

Development Review Committee

The Development Review Committee reviewed this plat on May 18, 2011 and recommended that it be approved. Minutes from that meeting read as follows:

Spanish Trails

Applicant: SF West Land, LLC
 General Plan: Medium Density Residential
 Zoning: R-1-8
 Location: 430 South Spanish Trails Boulevard

Discussion was held regarding what portion of the project was unfinished.

Mr. Baker said he would look at this as built out and that there was not a lot that could be done to change things.

Discussion was held regarding the utilities, vehicles using the trail as a road and landscape on the single-family homes.

Mr. Baker proposed that they meet the landscape standards of the new Master Planned Development ordinance on the single-family lots.

Discussion was held regarding landscape as it pertains to a side yard.

Mr. Baker **moved to approve** the Spanish Trails Preliminary Plat located at 430 South Spanish Trails Boulevard subject to the following conditions:



Conditions

1. That the applicant meets the landscape portion of the Master Planned Development ordinance.
2. That the applicant complete the required improvements in accordance with the applicant's agreement with the Recreation Department.

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

Planning Commission

The Planning Commission reviewed this request on June 8, 2011 and recommended that it be approved. Draft minutes from that meeting read as follows:

Spanish Trails

Applicant: SF West Land, LLC
General Plan: Medium Density Residential
Zoning: R-1-8
Location: 430 South Spanish Trails Boulevard

Dave Anderson presented the Spanish Trails Preliminary Plat that is a Master Planned Development. The plat has expired and is here for re-approval to finish the development.

Commissioner Christianson commented that he disagrees with the subdivisions south exit being off set and not making an intersection.

Dave Anderson said that the road was engineered that way because of an irrigation canal that is there.

Commissioner Gonzales asked if there will be a traffic road to connect from Swenson Ball Park to Volunteer Drive.

Dave Anderson replied no.

Commissioner Evans **moved** to recommend that the City Council **approve** the Preliminary Plat for Spanish Trails located at 430 South Spanish Trails Boulevard with the following conditions:

1. That the applicant fence entire property with a 4' chain link fence and 18" mow curb

under fence. Connect fence on the north and south sides of property to the existing fence on the east side of the property. Provide an access gate on the west side of property. Provide two fold down bollards in center of trail where fence abuts trail. Fence must meet City standards.

2. That the applicant run wires from sprinkler valves to controller in Swenson Baseball Complex.
3. That the applicant upgrade existing controller to handle additional valves and flow meter.
4. That the applicant install flow meter and master valve on sprinkler system main line before the first valve. Run wires for master valve and flow meter to the controller. Flow meter is Calsense and master valve is Apollo. Size according to main line size.
5. That the applicant landscape between the west side of the trail and the fence. Landscaping shall include:
 - a. Grading from the trail to the existing grade at the fence of Swenson Baseball Complex.
 - b. Sprinkler system to water entire area being landscaped (installed to City standards).
 - c. Sod.
6. That the applicant plant five 2" caliber Shade Master Honey locust trees spaced evenly across the property from north to south 5' off of the east side of the trail.
7. That the applicant remove weeds from property and grass and revive grass to an acceptable condition.
8. That the applicant go through sprinkler system and adjust heads as needed. Show system to park supervisor and train him on winterization of sprinkler system.

Commissioner Sorensen **seconded** and the motion **passed** by a roll call vote. Commissioner Christianson voted nay.

Budgetary Impact

There is no anticipated budget impact with this proposed subdivision.

Recommendation

Staff recommends that the proposed Preliminary Plat be approved subject to the following conditions:

1. That the applicant fence entire property with a 4' chain link fence and 18" mow curb under fence. Connect fence on the north and south sides of property to the existing fence on the east side of the property. Provide an access gate on the west side of property. Provide two fold down bollards in center of trail were fence abuts trail. Fence must meet City standards.
2. That the applicant run wires from sprinkler valves to controller in Swenson Baseball Complex.
3. That the applicant upgrade existing controller to handle additional valves and flow meter.
4. That the applicant install flow meter and master valve on sprinkler system main line before the first valve. Run wires for master valve and flow meter to the controller. Flow meter is Calsense and master valve is Apollo. Size according to main line size.
5. That the applicant landscape between the west side of the trail and the fence. Landscaping shall include:
 - a. Grading from the trail to the existing grade at the fence of Swenson Baseball Complex.
 - b. Sprinkler system to water entire area being landscaped (installed to City standards).
 - c. Sod.
6. That the applicant plant five 2" caliber Shade Master Honey locust trees spaced evenly across the property from north to south 5' off of the east side of the trail.
7. That the applicant remove weeds from property and grass and revive grass to an acceptable condition.
8. That the applicant go through sprinkler system and adjust heads as needed. Show system to park supervisor and train him on winterization of sprinkler system.

SEE SPANISH FORK CONSTRUCTION SPECIFICATION AND STANDARDS FOR FURTHER UTILITY DETAILS

<p>DATE</p>	<p>REVISION</p>	<p>3202 No. Main St. Spanish Fork, UT 84609 801-798-0555 General Engineering and Construction, Inc. Firm 801-798-0555</p>	<p>SPANISH TRAILS "C" SPANISH FORK, UTAH PRELIMINARY UTILITY LAYOUT</p>	<p>PROJECT: _____ SHEET: E.T.S. DATE: 12/18/10 REVISED: _____ BY: _____ CHECKED: _____ SCALE: AS SHOWN</p>	<p>3 SHEET</p>
<p>1.1E' CROSS-SECTION</p> <p>14'-0" 10'-0" 4'-0" 1'-0"</p> <p>1" MINIMUM SLOPE TO DRAINAGE 1" MINIMUM SLOPE TO CURB 1" MINIMUM SLOPE TO GUTTER 1" MINIMUM SLOPE TO DRAINAGE</p>	<p>3.1E' CROSS-SECTION</p> <p>14'-0" 10'-0" 4'-0" 1'-0"</p> <p>1" MINIMUM SLOPE TO DRAINAGE 1" MINIMUM SLOPE TO CURB 1" MINIMUM SLOPE TO GUTTER 1" MINIMUM SLOPE TO DRAINAGE</p>	<p>3.2E' CROSS-SECTION</p> <p>14'-0" 10'-0" 4'-0" 1'-0"</p> <p>1" MINIMUM SLOPE TO DRAINAGE 1" MINIMUM SLOPE TO CURB 1" MINIMUM SLOPE TO GUTTER 1" MINIMUM SLOPE TO DRAINAGE</p>	<p>3.1E' CROSS-SECTION</p> <p>14'-0" 10'-0" 4'-0" 1'-0"</p> <p>1" MINIMUM SLOPE TO DRAINAGE 1" MINIMUM SLOPE TO CURB 1" MINIMUM SLOPE TO GUTTER 1" MINIMUM SLOPE TO DRAINAGE</p>	<p>3.1E' CROSS-SECTION</p> <p>14'-0" 10'-0" 4'-0" 1'-0"</p> <p>1" MINIMUM SLOPE TO DRAINAGE 1" MINIMUM SLOPE TO CURB 1" MINIMUM SLOPE TO GUTTER 1" MINIMUM SLOPE TO DRAINAGE</p>	<p>3.1E' CROSS-SECTION</p> <p>14'-0" 10'-0" 4'-0" 1'-0"</p> <p>1" MINIMUM SLOPE TO DRAINAGE 1" MINIMUM SLOPE TO CURB 1" MINIMUM SLOPE TO GUTTER 1" MINIMUM SLOPE TO DRAINAGE</p>
<p>3.1E' CROSS-SECTION</p> <p>14'-0" 10'-0" 4'-0" 1'-0"</p> <p>1" MINIMUM SLOPE TO DRAINAGE 1" MINIMUM SLOPE TO CURB 1" MINIMUM SLOPE TO GUTTER 1" MINIMUM SLOPE TO DRAINAGE</p>					



PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL OLD MILL ESTATES PRELIMINARY PLAT

Agenda Date: June 21, 2011.

Staff Contacts: Dave Anderson, Community Development Director.

Reviewed By: Development Review Committee, Planning Commission.

Request: Wayne Niederhauser is requesting reapproval of a Preliminary Plat for the Old Mill Estates subdivision.

Zoning: R-1-15.

General Plan: Low Density Residential.

Project Size: 29.51 acres.

Number of lots: 57.

Location: 775 West Mill Road.

Background Discussion

A Preliminary Plat for this development was approved in 2008. One year has passed since the last plat was recorded. As such the Preliminary Plat for Old Mill Estates lost its approval and needs to be reapproved before development in the project can commence.

As some of the City's plans for infrastructure in the area have changed, the applicant has made some slight adjustments to the design in order to conform to the City's requirements.

Development Review Committee

The Development Review Committee reviewed this plat on May 18, 2011 and recommended that it be approved. Minutes from that meeting read as follows:

Old Mill Estates

Applicant: Wayne Niederhauser
General Plan: High Density Residential
Zoning: R-1-15
Location: 775 West Mill Road

Mr. Anderson explained that as he understood it the plat had not changed since the previous approval over two years ago. It was approved as a Master Planned Development not necessarily for density but to give the applicant flexibility with some lot width and depth. In order to re-approve the Plat the DRC would need to recommend that it be approved as a Master Planned Development with the appropriate changes to Mill Road.

Mr. Johnson said that design of Mill Road had changed to a collector road and would need 85 feet of right-of-way. The following are the Engineering redlines:

1. Submit phasing plan.



2. Change note #2 to read: All ADA Pedestrian Ramps shall meet Spanish Fork City current standards and shall comply with Spanish Fork City Transportation Master Plan.
3. Mill Road is required to be an 85' Collector Road. Mill Road shall comply with the Spanish Fork City Transportation Master Plan. Update detail sheet 5.
4. Note: All driveway access locations for corner lots shall meet Spanish Fork City Standards and comply with the Spanish Fork City Transportation Master Plan.
5. Proposed street surface drainage.
6. All proposed storm drainage shall meet the Spanish Fork City Storm Drain Master Plan. Storm Drain Report as per Storm Drain Manual.
7. Minimum 18" RCP required on all storm drain lines.
8. Note: Offsite sewer shall meet Spanish Fork City Sewer Master Plan. Line sizes for offsite sewer shall be determined with final design.
9. Cluster water valves on water tee in intersections.
10. Note: All fire hydrant locations to be approved by the Spanish Fork City Fire Marshall at final design.
11. Remove utility detail from sheet 5. Utility lateral locations required with final design.
12. Geotechnical Soils Report required.
13. Irrigation Company approval required on any improvements to irrigation ditches or any irrigation facilities.

Discussion was held regarding the size of a collector road and how it would affect the residents along Mill Road.

Mr. Niederhauser expressed that he was fine with the 8-foot increase to the road width. He explained a development that he had been a part of 20 years ago where he improved a road and that he felt the improvements were a waste because now, 20 years later, the road was the same. He said that he would hate to see the improvements to Mill Road be a waste. He further explained that they were proposing to not have a Homeowner's Association that would be responsible for the storm water retention. He said he felt it would be better to have an easement on privately owned lots.

Discussion was held regarding storm drain retention and detention.

Mr. Thompson asked the applicant who would be responsible if the retention basin is not maintained and were to back up and flood the lots. Mr. Niederhauser said that under either scenario you would have risks of that.

Mr. Johnson said that he felt an entire lot would need to be used in order to meet the standards for a 100-year storm.

Discussion was held regarding retention versus detention size and what the applicant's options could be.

Mr. Oyler said where it is our system we need to be careful about who would be responsible for maintaining it.

Discussion was held regarding the City and maintaining storm drain facilities.

It was determined that it is better to have the City maintain the retention area either by an easement or ownership.

Mr. Johnson explained that the sewer would be flowing to Salem City.

Mr. Peterson explained the power design and phasing of the development to the North.

Mr. Anderson **moved** to recommend that the City Council **approve** the Old Mill Estates Preliminary Plat as a Master Planned Development located at 2250 East 350 South subject to the following conditions:

Conditions

1. That the retention basin land is dedicated to the City and the developer will construct the storm water retention.
2. That the applicant bring three phase power to the project.
3. That the applicant meets all of the City's Engineering Department redlines.

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

Planning Commission

The Planning Commission reviewed this request on June 8, 2011 and recommended that it be approved. Draft minutes from that meeting read as follows:

Old Mill Estates

Applicant: Wayne Niederhauser
General Plan: Low Density Residential
Zoning: R-1-15
Location: 775 West Mill Road

Dave Anderson presented the Old Mill Estates Preliminary Plat for re-approval. This Plat has one minor change that will take place as plans for Mill Road change. The detention basin has been changed to a retention basin. If Planning Commission approves this, it will be approved again as a Master Planned Development for a third time.

Wayne Niederhauser expressed that they have no intention of putting all the lots in one phase. They will have small phases because of lending problems. The second entrance/exit will be in phase four.

Commissioner Evans commented that one challenge is the maintenance of the basins. Commissioner Evans asked what the landscape plan is for the basins.

Dave Anderson said the landscape plan is turf that will be watered with pressurized irrigation and maybe some river rock.

Commissioner Gonzales stated that just recently the designation in this area was changed in the General Plan. Commissioner Gonzales asked if the change affects this plan.

Dave Anderson explained that the development is zoned the R-1-15 and was not changed.

Commissioner Gonzales asked about the one entrance to the community and the safety/traffic problem.

Dave Anderson said that has already been addressed in the past.

Commissioner Christianson **moved** to recommend that the City Council **approve** the Preliminary

Plat for Old Mill Estates located at 775 West Mill Road with the following conditions:

1. That the retention basin land is dedicated to the City and the developer will construct the storm water retention.
2. That the applicant bring three phase power to the project.
3. That the applicant meets all of the City's Engineering Department redlines.

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

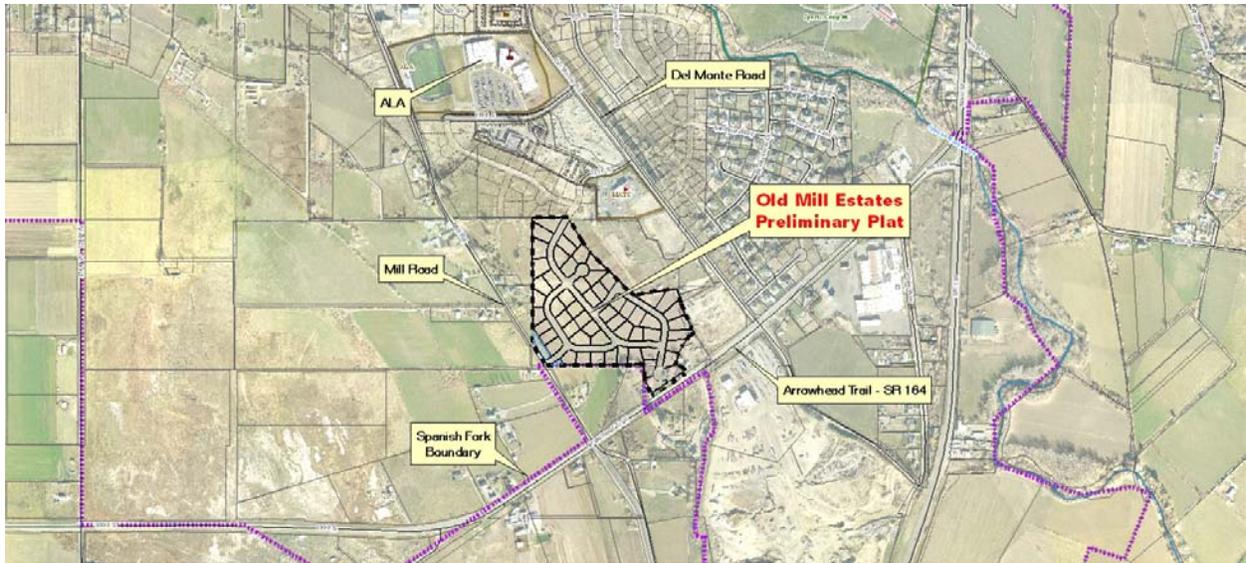
Budgetary Impact

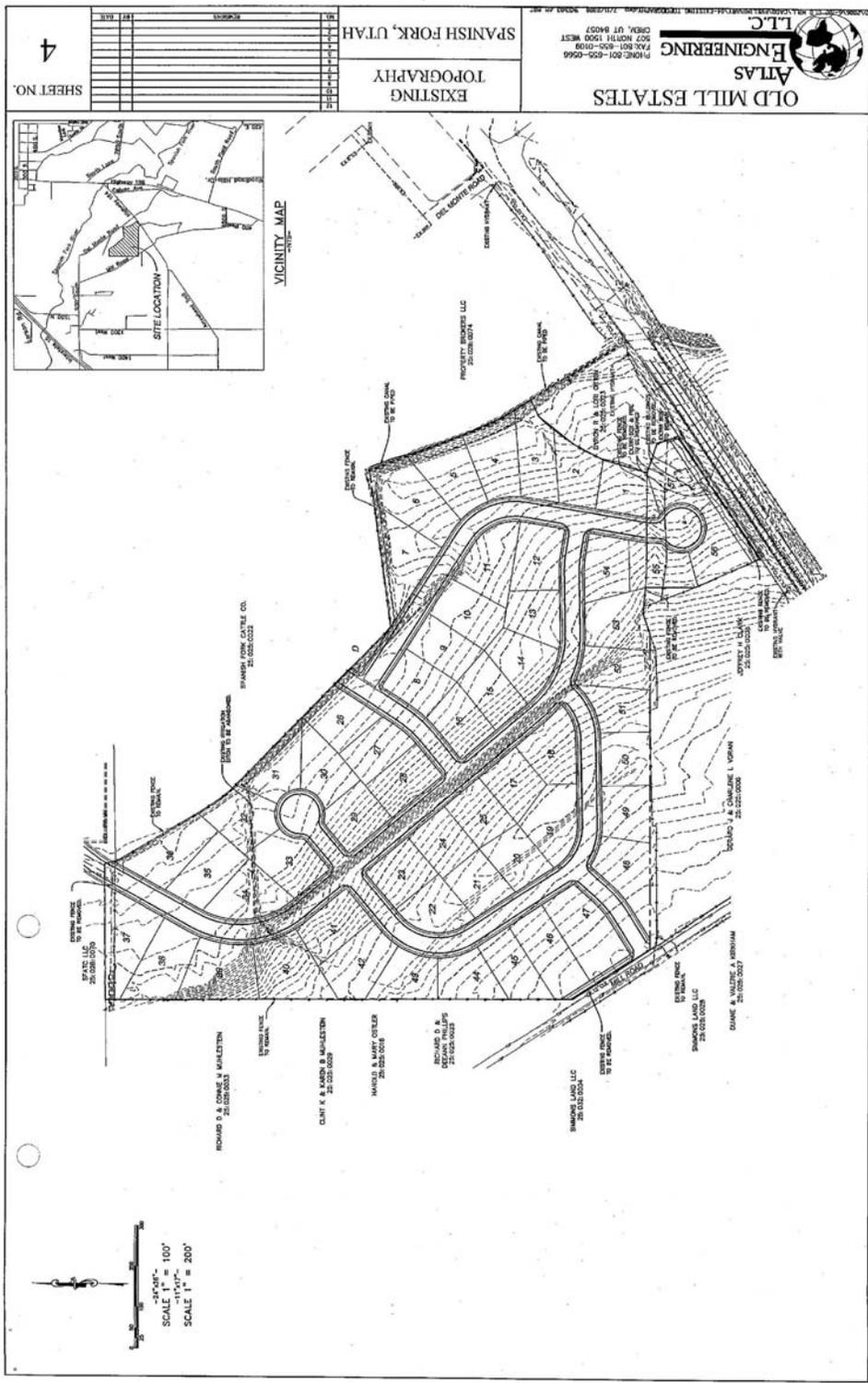
There is no anticipated budget impact with this proposed subdivision.

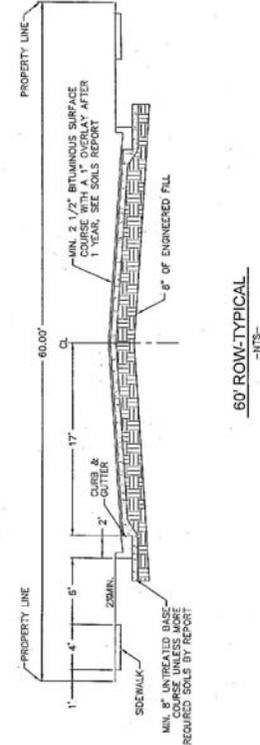
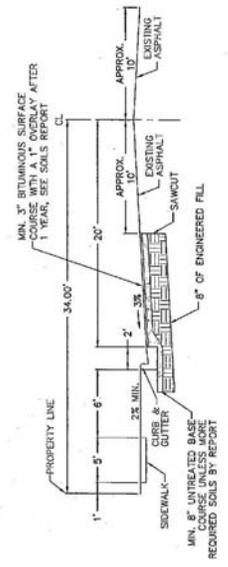
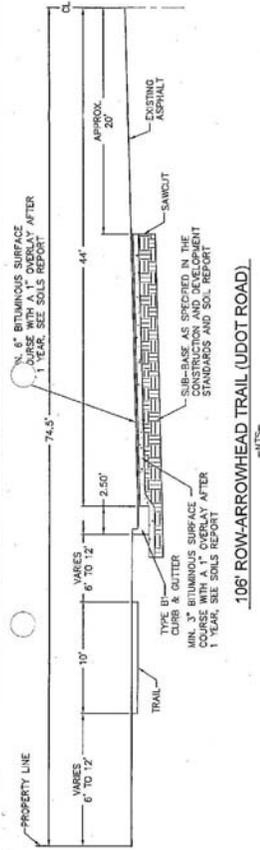
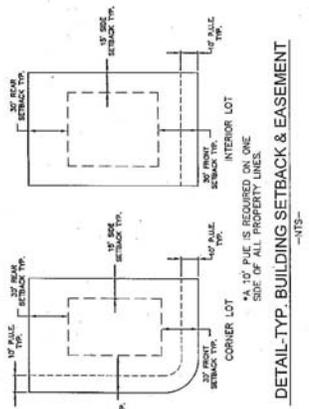
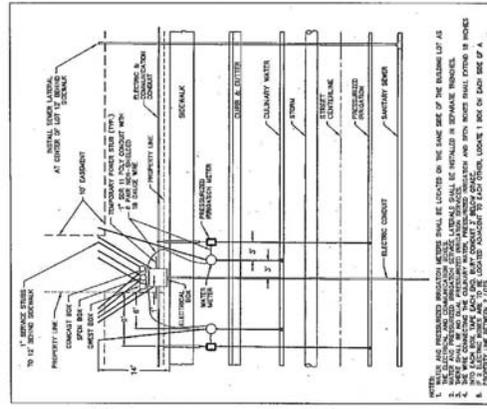
Recommendation

Staff recommends that the proposed Preliminary Plat be approved subject to the following conditions:

1. That the retention basin land is dedicated to the City and the developer will construct the storm water retention.
2. That the applicant bring three phase power to the project.
3. That the applicant meets all of the City's Engineering Department redlines.









PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL SPANISH FORK LEGACY HOUSE PRELIMINARY PLAT APPROVAL REQUEST

Agenda Date: June 21, 2011.

Staff Contacts: Dave Anderson, Community Development Director.

Reviewed By: Development Review Committee, Planning Commission.

Request: Rockworth Companies is requesting to have a Preliminary Plat reapproved for a site located at approximately 1450 East 100 South.

Zoning: R-1-8.

General Plan: Mixed Use.

Project Size: 2.85 acres.

Number of lots: 3.

Location: Approximately 1450 East 100 South.

Background Discussion

In 2010, Spanish Fork City approved a Conditional Use and Preliminary Plat for an Assisted Living Facility that would be located at approximately 1450 East 100 South.

As one year has passed since those approvals were granted, the applicant now must have them reapproved before proceeding with the development of the project. Actually, the Conditional Use was reapproved by the Planning Commission on June 8, leaving now the Preliminary Plat that needs to be reapproved.

As proposed, the Preliminary Plat is identical to what was previously approved.

Development Review Committee

The Development Review Committee reviewed this request in their May 18, 2011 meeting and recommended that it be approved. Minutes from that meeting read as follows:

Legacy House at Spanish Fork

Applicant: Steve Broadbent
General Plan: Mixed Use
Zoning: R-1-8
Location: 1450 East 100 South

Mr. Anderson explained the vesting on this project had expired that the proposal today is identical to what was approved two years ago with one exception; the access coming through the commercial zone.

Discussion was held regarding parking.

Mr. Peterson said that there would need to be 15 feet of clearance from the over head line along the north side of the property.



Mr. Anderson explained to the applicant that they would need to re-apply for the Preliminary Plat and the Final Plat because they had expired.

Discussion was held regarding a hammerhead on 100 North.

Mr. Anderson said that the portion of the Municipal Code 15.3.08.060 C are the findings that the DRC needs to conclude before making a recommendation.

Discussion was held regarding parking and fencing.

Mr. Baker said that one of the conditions ought to be that they get a Preliminary Plat approved.

Mr. Oylar **moved** to recommend **approval** of the Legacy House of Spanish Fork Conditional Use Permit as long as a Preliminary Plat runs concurrent and that the findings of section 15.3.08.050 C 1 through 5 are met.

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

Budgetary Impact

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

Recommendation

Staff recommends that the proposed Preliminary Plat be approved subject to the following conditions:

1. That the wall along 150 South be removed and a masonry wall be constructed along Highway 6 and between the project and each adjacent residential area.
2. That all signs be consistent with the City sign ordinance.
3. That an access easement be provided through the adjacent commercial development and that all deliveries to the facility utilize that access and not public streets.

4. That per the ordinance, a copy of the State license be provided along with a sworn affidavit that no person will reside or remain in the facility whose tenancy would likely constitute a direct threat to the health or safety of other individuals or result in substantial physical damage to the property of others.



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: June 16, 2011
Re: Warren Call River Trail Purchase Agreement

Staff Report

We have negotiated to purchase the land necessary along the river just east of the Main Street bridge from Warren Call. The land value of \$105,000 an acre is based upon an appraisal of land across the street with both river and Main Street access. A portion of the purchase price will go toward upgrading the typical fencing that we install along trails to a masonry wall.

We recommend that the City Council approve this agreement as this will allow us to construct the trail and flood control access along the river according to our masterplan.



**SPANISH FORK RIVER TRAIL PROJECT
PURCHASE AGREEMENT**

This agreement is entered between WARREN CALL (Owner) and SPANISH FORK CITY (City) for the purpose of constructing a trail through property owned by Owner.

WHEREAS, Owner is the owner of property in Spanish Fork, Utah; and

WHEREAS, City is desirous of obtaining property through the property owned by Owner for the purpose of constructing and maintaining a trail system;

THEREFORE, the parties mutually agree to the following terms and conditions:

1. The property is described as follows:

BEGINNING AT A POINT WHICH IS LOCATED NORTH 715.27 FEET AND WEST 369.36 FEET FROM THE EAST QUARTER CORNER OF SECTION 25, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE~BASE AND MERIDIAN; THENCE S43°17'25"W 47.67 FEET; THENCE N59°30'00"W 214.83 FEET; THENCE N31°00'00"W 172.09 FEET; THENCE N55°40'00"W 216.55 FEET; THENCE N59°44'38"E 86.71 FEET; THENCE S60°52'40"E 67.87 FEET; THENCE ALONG THE ARC OF A 126.00 FOOT RADIUS CURVE TO THE RIGHT 116.27 FEET (CHORD BEARS: S34°26'36"E 112.18 FEET); THENCE S08°00'31"E 25.50 FEET; THENCE ALONG THE ARC OF A 124.00 FOOT RADIUS CURVE TO THE LEFT 106.29 FEET (CHORD BEARS: S32°33'57"E 103.07 FEET); THENCE S57°07'23"E 70.75 FEET; THENCE ALONG THE ARC OF A 116.00 FOOT RADIUS CURVE TO THE RIGHT 23.95 FEET (CHORD BEARS: S51°12'30"E 23.91 FEET); THENCE S45°17'38"E 13.21 FEET; THENCE ALONG THE ARC OF A 84.00 FOOT RADIUS CURVE TO THE LEFT 21.01 FEET (CHORD BEARS: S52°27'28"E 20.95 FEET); THENCE S59°37'18"E 47.39 FEET; THENCE ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE LEFT 34.70 FEET (CHORD BEARS: S69°33'49"E 34.53 FEET); THENCE S79°30'21"E 31.35 FEET; THENCE S31°54'22"E 38.68 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.719 ACRES

2. City shall pay Owner \$105,000.00 per acre for this agreement less the following.
3. Owner is desirous of a 6 foot masonry wall along proposed trail system. City shall construct a 6 foot masonry wall in lieu of a 6 foot chain link fence with slats. City shall deduct the cost difference between a masonry wall and a chain link fence with slats from the total per acre price. It shall be the City's obligation to maintain the masonry wall, as well as the trail, when constructed. City will own the masonry wall constructed in relation to the trail system.
4. Proposed 6 foot masonry wall is estimated to cost \$39,650.00 @ \$65.00/foot.

4. Proposed 6 foot chain link fence with slats is estimated to cost \$12,200.00 @ \$20.00/foot.

5. City shall pay Owner \$48,045.00 for this agreement.

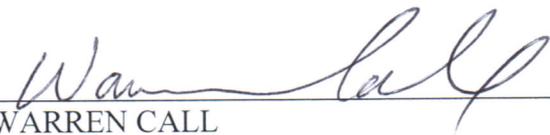
DATED this 6 day of 8, 2011.

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

ATTEST:

KENT R. CLARK, Recorder



WARREN CALL



Memo

To: Spanish Fork City Council & Mayor Andersen
From: Chris Thompson, Public Works Director / City Engineer
Date: June 15, 2011
Re: 1600 North Traffic Signal Project

STAFF REPORT

The bids for the 1600 N. Traffic Signal have been collected. The lowest responsible bid was submitted by Hamilton Brothers Electric Inc. for the amount of \$111,548.60 and is within the current proposed FY11 Revision 3 Budget. The construction will be completed immediately to relieve traffic congestion and large truck traffic issues in this area.

This project consists of installing traffic signal control for all directions at the 1600 North and Main Street intersection. We recommend that the City Council approves the contract with Hamilton Brothers Electric Inc.

Attached: Notice of Award, Bid Tabulation



NOTICE OF AWARD

DATE: June 14, 2011

TO: Hamilton Brothers Electric, Inc.

655 South Main ; P.O. Box 715

Springville, Utah 84663

PROJECT DESCRIPTION:

1600 NORTH TRAFFIC SIGNAL

The OWNER have considered the bid submitted by you for the above described work in response to its Advertisement For Bids dated June 9, 2011 and information for bidders.

You are hereby notified that your bid has been accepted in the amount of

\$111,557.52; One Hundred Eleven Thousand Five Hundred Fifty-Seven Dollars and Fifty Two Cents

You are required by the Information For Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond and Certificates of Insurance **within ten (10) calendar days** from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the OWNER.

DATED THIS 14th DAY OF June, 2011.

SPANISH FORK CITY CORPORATION

BY: _____

G. Wayne Andersen, Mayor

ACCEPTANCE OF NOTICE
RECEIPT OF THE ABOVE NOTICE OF AWARD IS HEREBY ACKNOWLEDGED

BY: _____

THIS THE ___ DAY OF _____, 2011.

SPANISH FORK CITY

1600 North Traffic Signal

Bid Tabulation

June 15, 2011

Note: Bids shall include sales tax and all other applicable taxes and fees.							
NO.	DESCRIPTION	QTY	UNIT	Hamilton Bro UNIT PRICE	Hidden Peak Electric UNIT PRICE	SCI UNIT PRICE	AVG UNIT PRICE
1	MOBILIZATION	1	LS	\$8,200.00	\$7,186.13	\$10,926.84	\$8,770.99
				\$8,200.00	\$7,186.13	\$10,926.84	
2	ECONOLITE ASC/3 TS2 TYPE 1 CONTROLLER W/ DATAKEY	1	EA	\$2,218.00	\$3,549.85	\$2,970.16	\$2,912.67
				\$2,218.00	\$3,549.85	\$2,970.16	
3	CABINET ASSEMBLE, TS2 TYPE 1, NEMA SIZE 6 (EAGLE)	1	EA	\$15,209.00	\$17,446.64	\$13,367.58	\$15,341.07
				\$15,209.00	\$17,446.64	\$13,367.58	
4	TRAFICON CAMERA ASSEMBLY	4	EA	\$1,225.00	\$1,697.55	\$1,536.67	\$1,486.41
				\$4,900.00	\$6,790.20	\$6,146.68	
5	TRAFICON CONTROLLER, DUAL INPUT, VIP/3D.2	2	EA	\$6,125.00	\$7,552.88	\$6,519.75	\$6,732.54
				\$12,250.00	\$15,105.76	\$13,039.50	
6	TRAFICON CAMERA MOUNT & TUBE KIT	4	EA	\$10.00	\$294.56	\$514.57	\$273.04
				\$40.00	\$1,178.24	\$2,058.28	
7	TRAFICON KEY PAD	1	EA	\$300.00	\$354.98	\$512.49	\$389.16
				\$300.00	\$354.98	\$512.49	
8	TRAFICON FUSE BLOCK ASSEMBLY, 4 POSITION	1	EA	\$1,200.00	\$83.08	\$123.81	\$468.96
				\$1,200.00	\$83.08	\$123.81	
9	TRAFICON CAMERA CABLE, 750', VIDEO DETECTION	1	EA	\$1,000.00	\$1,299.63	\$2,401.77	\$1,567.13
				\$1,000.00	\$1,299.63	\$2,401.77	
10	12' 3 -SECTION R/A/G BALL LED SIGNAL HEADS	8	EA	\$860.00	\$804.46	\$549.95	\$738.14
				\$6,880.00	\$6,435.68	\$4,399.60	
11	SIGNAL HEAD POLE MOUNTING BRACKET	8	EA	\$10.00	\$158.61	\$679.48	\$282.70
				\$80.00	\$1,268.88	\$5,435.84	
12	PEDESTRIAN PUSH BUTTON ASSEMBLIES	8	EA	\$215.00	\$372.93	\$107.06	\$231.66
				\$1,720.00	\$2,983.44	\$856.48	
13	PEDESTRIAN HEAD MOUNTING BRACKETS	5	EA	\$525.00	\$694.73	\$107.08	\$442.27
				\$2,625.00	\$3,473.65	\$535.40	
14	COBRA HEAD LUMINAIRE, 240V	1	EA	\$450.00	\$755.06	\$546.08	\$583.71
				\$450.00	\$755.06	\$546.08	
15	GALVANIZED END CAP FOR MODIFIED CITY FURNISHED SIGNAL POLES	2	EA	\$100.00	\$80.51	\$323.95	\$168.15
				\$200.00	\$161.02	\$647.90	
16	PC TYPE I JUNCTION BOX	3	EA	\$650.00	\$982.62	\$613.04	\$748.55
				\$1,950.00	\$2,947.86	\$1,839.12	
17	PC TYPE II JUNCTION BOX	3	EA	\$900.00	\$1,672.71	\$688.05	\$1,086.92
				\$2,700.00	\$5,018.13	\$2,064.15	
18	PC TYPE III JUNCTION BOX	1	EA	\$1,200.00	\$1,934.64	\$1,104.66	\$1,413.10
				\$1,200.00	\$1,934.64	\$1,104.66	
19	SIX - 2 INCH SIGNAL CONDUIT WITH COPPER CABLING	250	LF	\$76.00	\$194.72	\$342.67	\$204.46
				\$19,000.00	\$48,680.00	\$85,667.50	
20	POWER PEDESTAL W/DISCONNECT AND BBS	1	EA	\$2,300.00	\$2,463.87	\$3,281.04	\$2,681.64
				\$2,300.00	\$2,463.87	\$3,281.04	
21	MAST ARM MOUNTED SIGNS	4	EA	\$280.68	\$403.94	\$255.96	\$313.53
				\$1,122.72	\$1,615.76	\$1,023.84	
22	4 INCH SOLID WHITE STRIPING	800	LF	\$0.38	\$0.55	\$0.53	\$0.49
				\$304.00	\$440.00	\$424.00	
23	4 INCH DOUBLE SOLID YELLOW STRIPING	400	LF	\$0.77	\$1.09	\$1.07	\$0.98
				\$308.00	\$436.00	\$428.00	
24	8 INCH SOLID WHIT STRIPING	200	LF	\$0.77	\$1.09	\$1.07	\$0.98
				\$154.00	\$218.00	\$214.00	
25	12 INCH SOLID WHITE STRIPING	540	LF	\$1.50	\$2.11	\$2.08	\$1.90
				\$810.00	\$1,139.40	\$1,123.20	
26	4 INCH SOLID YELLOW STRIPING	760	LF	\$0.38	\$0.55	\$1.60	\$0.84
				\$288.80	\$418.00	\$1,216.00	
27	PAVEMENT MESSAGES	4	EA	\$22.00	\$33.68	\$33.87	\$29.85
				\$88.00	\$134.72	\$135.48	
28	3" SHADOW CONDUIT	310	LF	\$6.00	\$36.71	\$20.53	\$21.08
				\$1,860.00	\$11,380.10	\$6,364.30	
29	INSTALLATION OF STATE FURNISHED ITEMS	1	LS	\$9,200.00	\$3,739.26	\$3,500.00	\$5,479.75
				\$9,200.00	\$3,739.26	\$3,500.00	
30	SIGNAL POLE FOUNDATIONS	1	LS	\$13,000.00	\$11,846.28	\$15,151.78	\$13,332.69
				\$13,000.00	\$11,846.28	\$15,151.78	
GRAND TOTAL:				\$111,557.52	\$160,484.26	\$187,505.48	



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: June 16, 2011
Re: Cut Bridge Widening Design

Staff Report

The city has recently sent out requests for proposals for the design to widen Cut Bridge. A review committee for the design proposals consisted of Councilman Dart, Councilman Scoubes and city staff. The committee evaluated the proposals for cost, value, experience and references.

At this time we recommend that a contract for design only be made with the consultant until funding for construction is secured. The committee recommends that Stanley consultants be selected to design the bridge widening for the amount of \$163,514.45.

Attached: Proposal Tabulation

**Spanish Fork City
Cut Bridge Widening
June 13, 2011**

	URS	Horrocks	Stanley Consultants	TY LIN
Design (Bid)	\$212,880.00	\$256,510.00	\$163,514.45	\$274,230.00
Design (Normalized)	\$203,595.00	\$230,103.25	\$214,475.88	\$256,771.25
Construction Management (Bid)	\$145,720.00	\$97,866.00	\$75,879.82	\$94,600.00
Construction Management (Normalized)	\$99,391.50	\$109,009.50	\$94,917.42	\$121,890.25
Grand Total (Bid)	\$358,600.00	\$354,376.00	\$239,394.27	\$368,830.00
Grand Total (Normalized)	\$302,986.50	\$339,112.75	\$309,393.29	\$378,661.50

Proposal Rating	5	5	5	4
------------------------	----------	----------	----------	----------

FY '11 Budget	\$72,700
FY '12 Budget	\$312,015



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: June 16, 2011
Re: Crab Creek Trunklines Engineering Agreement

Staff Report

The city has secured a low interest loan to construct two trunklines down Spanish Fork Canyon. These trunklines will provide redundancy for our existing trunkline as well as allow us to preserve pressure head to the upper end of the city and save pumping costs.

We contracted with Hansen, Allen and Luce to model our water and pressurized irrigation systems. These models indicated the need for these trunklines so we contracted with them to apply for the state drinking water loan and perform environmental and permitting work to determine if the trunklines were feasible.

They are helping us to work through issues with the Division of Drinking Water, Bureau of Reclamation, Strawberry Water Users Association, UDOT, the Army Corp of Engineers and Union Pacific. We are also near completion on all the environmental documentation and therefore feel confident that the trunklines are feasible and we can meet the requirements of the loan.

We recommend that the city council approve this contract with Hansen, Allen and Luce to complete the design, permitting, loan and environmental requirements for the trunkline for the amount of \$238,500. There will be additional engineering, survey and construction management work that will need to be contracted for in the future for this and additional phases of this project. The costs for this work are in current city budgets.

Attached: Proposed Agreement





SALT LAKE AREA OFFICE

6771 SOUTH 900 EAST
MIDVALE, UTAH 84047
PHONE: (801) 566-5599
FAX: (801) 566-5581
www.hansenallenluce.com

Mr. Chris Thompson
Assistant Public Works Director
Spanish Fork City
40 South Main Street
Spanish Fork, Utah 84660

June 15, 2011

RE: Crab Creek Water Line Improvements Agreement

Dear Mr. Thompson:

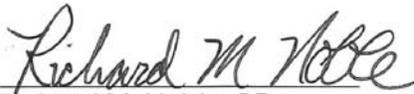
As requested, we are providing an agreement for conceptual design, design and construction services for the required Crab Creek Water Line Improvements for Spanish Fork City. Hansen, Allen & Luce, Inc. (HAL) appreciates the opportunity to work with Spanish Fork City on your water related projects. This agreement includes:

- The Agreement for Professional Services
- Scope of Services
- Rate Schedule
- Detailed Budget

Please contact us if you have any questions or if we need to modify the agreement.

Sincerely,

HANSEN, ALLEN & LUCE, INC.


Richard M. Noble, P.E.
Principal


Steven C. Jones, M.S., P.E.
Associate

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, by and between SPANISH FORK CITY, a Municipal Corporation, Utah County, State of Utah, hereinafter called "CITY" and Hansen, Allen & Luce, Inc., hereinafter referred to as "ENGINEER" hereby acknowledge and reduce in writing an agreement made on or about the above date.

THAT WHEREAS, CITY recognizes the need for professional and technical services to Crab Creek Water Line Improvements; and

WHEREAS, CITY recognizes the ENGINEER as having the necessary expertise and experience to perform the services for the PROJECT and that it is properly qualified and licensed in the State of Utah for this work;

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

SECTION I - Basic Services of Engineer

ENGINEER shall provide the basic services described in detail in Exhibit A, attached hereto and made a part hereof.

It is hereby understood and agreed that the ENGINEER will provide engineering services to the CITY in accordance with Exhibit A. For all services and materials pertinent hereto, the CITY agrees to pay the ENGINEER on a monthly basis at the specific rates of pay for the actual number of hours worked for each class indicated on the attached Rate Schedule, up to a maximum of \$ 238,500 as indicated on the attached Cost Estimate and Scope of Work.

SECTION II - Additional Services of Engineer

If authorized in writing by CITY, ENGINEER shall furnish additional services which are in addition to basic services. As further additional services are requested by CITY, this Agreement may be modified subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting forth the additional scope of services to be performed, the performance time schedule, and the compensation for said services. ENGINEER shall not proceed to perform any such additional service until CITY has determined that such service is beyond the scope of the basic services to be provided by ENGINEER, is required, and has given its written authorization to perform or obtain it.

This Engineering Services Agreement shall remain in effect throughout the duration of the Project.

SECTION III - Time of Performance

ENGINEER shall commence work within 5 days following issuance of a Notice to Proceed by the CITY to the ENGINEER. The various items involved in the PROJECT shall be completed within 18 months. ENGINEER shall complete the performance of its obligations under this Agreement within the specified time period, unless an extension of time is granted in writing by

CITY, which extension, if any, shall be granted only for good cause as determined at the sole discretion of CITY.

SECTION IV - Compliance with Laws, Rules, Regulations

ENGINEER shall exercise usual and customary care to assure that all services performed pursuant to this Agreement are performed in accordance with and in full compliance with all applicable Federal, State or City statutes, and any rules or regulations promulgated thereunder.

SECTION V - Responsibility of Engineer

By executing this Agreement, ENGINEER warrants to CITY that he/she possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities to provide to CITY the services contemplated under this Agreement. ENGINEER further warrants that he/she will follow the best current, generally accepted practice of the engineering profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement.

SECTION VI – Term

The term of this Agreement shall commence upon CITY'S issuance to ENGINEER of a Notice to Proceed for all or a portion of the work to be performed under this Agreement, without the prior written approval of CITY.

SECTION VII – Subcontracting

ENGINEER shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement, without the prior written approval of CITY.

SECTION VIII - Independent Contractor

ENGINEER and CITY agree that ENGINEER is an independent contractor. ENGINEER shall be solely responsible for the conduct and control of the work performed under this Agreement. ENGINEER shall be free to render consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish ENGINEER'S ability to fulfill the obligations established herein to CITY.

SECTION IX - Equal Employment Opportunity

In connection with the execution of this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. ENGINEER shall take affirmative action to ensure that applicants are employed, and the employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selected for training, including apprenticeship. ENGINEER shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in

Department of Labor Regulations (41 CFR Part 60), and any other applicable Federal and State laws and regulations relating to equal employment opportunity.

SECTION X - Title VI Compliance

ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.405(b).

During the performance of this Agreement, the ENGINEER, for itself, its assignees and successors in interest, agrees as follows:

1. Compliance with Regulations: The ENGINEER shall comply with the Regulations relative to nondiscrimination in federally-assisted programs, Title 49, Code of Federal Regulations, Parts 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: The ENGINEER, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurement of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. ENGINEER is hereby notified by the CITY of the ENGINEER'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
4. Information and Reports: The ENGINEER shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions.
5. Sanctions for Noncompliance: In the event of the ENGINEER'S non compliance with the nondiscrimination provisions of this Agreement, CITY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - A. Withholding of payments to the ENGINEER under the Agreement until the ENGINEER complies, and/or
 - B. Cancellation, termination or suspension of the Agreement, in whole or in part.
6. The ENGINEER shall take such action with respect to SUBCONTRACTORS as CITY may direct as a means of enforcing such provisions including sanctions for noncompliance. The ENGINEER may request the United States to enter into any resulting litigation to protect the interests of the United States.

SECTION XI- Insurance Required

Without in any way limiting ENGINEER'S liability pursuant to the indemnification described below, ENGINEER shall maintain, during the term of this contract and for a three-year period following completion of the project, the following insurance:

1. Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law.
2. Commercial General Liability Insurance (bodily injury and property damage), the limits of which shall not be less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, and which includes the following supplementary coverage:
 - A. Primary contractual liability to cover liability assumed under the contract and Section IV hereinabove.
3. Automobile bodily injury and property damage liability insurance, the limits of which shall not be less than one million dollars (\$1,000,000) combined single limit per occurrence, and annual aggregate, whichever is greater. Such insurance shall extend to owned, non-owned and hired automobiles used by ENGINEER'S employees, agents or assigns in the performance of this contract.
4. The insurance policies specified above shall be endorsed to require that the insurer provide CITY with thirty (30) days' written notice prior to the effective date of any cancellation of the insurance;
5. Professional Liability Insurance covering negligent acts, errors or omissions of ENGINEER, the limits of which shall not be less than two-hundred and fifty thousand (\$250,000) per occurrence.

SECTION XII - Indemnification

The ENGINEER agrees to hold harmless and indemnify CITY, its officers, boards and commissions and employees against all claims, damages, losses, and costs, including costs of defense, arising out of the negligent performance of services under this Agreement. It is acknowledged and agreed that the documents and computer programs and files prepared by the ENGINEER pursuant to this Agreement are instruments of professional service intended for use on this project only. Nevertheless, they shall become the property of CITY.

SECTION XIII - Publication

Any and all reports published by ENGINEER shall acknowledge that it was prepared in cooperation with CITY.

SECTION XIV- Copyrights

ENGINEER shall be free to copyright material developed under this Agreement with the provision that ENGINEER and CITY reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material.

SECTION XV - Ownership of Documents

Original documents, methodological explanations, computer programs, drawings, designs and reports generated by this Agreement shall belong to and become the property of CITY in accordance with accepted standards relating to public work contracts. Any additional copies, not otherwise provided for herein, shall be the responsibility of CITY. CITY will not sell originals or copies of any computer programs for profit without the written authorization of the ENGINEER.

SECTION XVI - Documentation/Access to Records

ENGINEER shall document the results of the work to the satisfaction of CITY. Such documentation may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of contract objectives.

ENGINEER shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, and make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment to ENGINEER. Such materials shall be available for inspection by authorized representatives of CITY, or the copies thereof shall be furnished if requested.

SECTION XVII - Interest of Officials and Engineer

ENGINEER hereby covenants that he or she has, at the time of the execution of this Agreement, no interest, and that he or she shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. ENGINEER further covenants that in the performance of this work no person having any such interest shall be employed.

SECTION XVIII - Termination for Convenience of City

CITY may terminate this Agreement at any time by giving notice to ENGINEER of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of CITY become its property. If this Agreement is terminated by CITY as provided herein, ENGINEER shall be paid a total amount that is the ratio of completed tasks to total services as determined by CITY and ENGINEER, less payments already made under this contract.

SECTION XIX - Termination of Agreement for Cause

1. CITY may, by written notice to ENGINEER, terminate the whole or any part of this Agreement in any one of the following circumstances:

- A. If ENGINEER fails to perform the services called for by this Agreement within the time(s) specified herein, or any extension thereof, or
 - B. If ENGINEER fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not correct such failure within a period of five (5) days (or such longer period as CITY may authorize in writing) after receipt of notice from CITY specifying such failure.
2. In the event CITY terminates this Agreement in whole or in part as provided in Paragraph "A" above, CITY may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.
 3. ENGINEER shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of ENGINEER. Such causes include, but are not limited to, acts of God or of the public enemy, acts of government, in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions and strikes.
 4. Should the Agreement be terminated as provided in Paragraph "A" above, ENGINEER shall provide CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by ENGINEER pursuant to this Agreement. Upon termination as provided in Paragraph "A" above, ENGINEER shall be paid the value of the work performed, as determined by CITY and ENGINEER, less payments of compensation previously made.

SECTION XX - Dispute

1. Any dispute not resolvable by informal discussion between the parties of this contract may be submitted to non-binding mediation unless the parties mutually agree otherwise.
2. Any dispute not resolvable by informal discussion or non-binding mediation between the parties to this contract shall be subject by binding arbitration, in accordance with the expedited procedures of the Commercial Arbitration Rules of the American Arbitration Association, utilizing the services of one (1) arbitrator. The arbitrator will be paid equally by the parties unless otherwise determined by the arbitrator. If the parties cannot agree upon the selection of a person to serve as an arbitrator within two (2) weeks after presentation to the parties of a list of proposed arbitrators by the American Arbitration Association, the American Arbitration Association will be entitled to select such arbitrator forthwith.

SECTION XXI - Jurisdiction

Except as otherwise specifically provided, this Agreement shall be administered and interpreted under the laws of the State of Utah. Jurisdiction of litigation arising from this Agreement shall be in that State. If any part of this Agreement is found to be in conflict with

applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

SECTION XXII - Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties. ENGINEER shall not assign, delegate or transfer the rights and duties under this Agreement or any part thereof without the prior written consent of CITY.

SECTION XXIII - Notices

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

1. To ENGINEER:

Hansen, Allen & Luce, Inc.
6771 South 900 East
Midvale, UT 84047

2. To CITY:

Chris Thompson
Public Works Director/City Engineer
Spanish Fork City
40 South Main Street
Spanish Fork, UT 84660

SECTION XXIV - Miscellaneous Provisions

This Agreement is subject to the following special provisions:

1. The titles used in this Agreement are for general reference only and are not a part of the Agreement.
2. This Agreement shall be interpreted as though prepared by both parties.
3. Any provision of this Agreement held to violate any law shall not invalidate the remainder of this Agreement.
4. Any failure to require strict compliance with any provision of this Agreement shall not be a waiver of strict compliance with regard to subsequent performance of such provision.

SECTION XXV - Integration

This agreement represents the entire understanding of CITY and ENGINEER as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by CITY and ENGINEER.

DATED the day and year first written above.

SPANISH FORK CITY by:

G. Wayne Andersen, Mayor

ATTEST:

Kent Clark, Recorder

Hansen, Allen & Luce, Inc. by:

Name

Title

ATTEST:

Name

Title

SCOPE OF SERVICES

The scope of services is provided for each task below.

TASK 1 - CRAB CREEK AND COLD SPRINGS DESIGN AND CONSTRUCTION

Objective: Prepare design drawings for the construction of new 12-inch and 24-inch water lines from Cold Springs to their termination within the City. Assist in coordinating to receive easements for the improvements construction. Assist with the preparation of the environmental requirements of the DDW funding and other environmental permitting.

Activities:

- a. Provide project management throughout the project.
- b. Attend weekly design/coordination meetings with the City for six months.
- c. Coordinate with the DDW and attain approvals for the improvements and assist with finalizing the funding application.
- d. Prepare required funding environmental documents including, wetlands and cultural resource review. Also provide stream alteration permits for crossings.
- e. Provide necessary surveying of the alignment for design purposes. It is assumed that we will be utilizing contour information provided for the CUWCD Spanish Fork Pipeline Project.
- f. Prepare design drawings for the new Crab Creek 24-inch and 12-inch water lines. Drawings would include 11x17 plan/profile sheets at 50 scale. Also included in design package will be details for typical construction and connections.
- g. Coordinate with UDOT, RR and CUWCD to cross their ROW at the highway crossing /boring.
- h. Design and prepare drawings for the connection of the new Crab Creek line near the tanks. Drawings will provide details on the connection and required valving to bypass Crab Creek from the tanks.
- i. Design and prepare drawings for a new chlorination building for the Oaks Tank system.
- j. Design and prepare drawings for a new chlorination building near Cold Springs.
- k. Provide assistance with attaining easements through property owners. This task will include preparing easement descriptions and applications.

TASK 2 - BID DOCUMENTS AND BID ASSISTANCE

Objective: Help prepare a single bid document for the project. Assist the City during the bidding process.

Activities:

- a. Help prepare specifications and bid documents for the Crab Creek Water Line Improvements.
- b. Provide assistance during the bid by attending the pre-bid meeting, answering Contractor questions and preparing addendums.
- c. Review contractor bids and provide a bid tabulation.
- d. Provide a contractor prequalification packet.

STANDARD FEE SCHEDULE

September 2010

PERSONNEL CHARGES

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel expenses directly related to the completion of the project, in accordance with the following:

Principal	\$159.00/hr
Managing Professional.....	\$133.50/hr
Senior Professional II.....	\$122.00/hr
Senior Professional I.....	\$113.00/hr
Professional II	\$103.50/hr
Professional I	\$97.00/hr
Professional Intern	\$83.00/hr
Senior Designer	\$103.00/hr
Designer.....	\$89.00/hr
Senior Field Technician.....	\$89.00/hr
Field Technician	\$73.50/hr
CAD Operator	\$73.50/hr
Secretary.....	\$55.00/hr
1 Man GPS Surveying Services	\$162.50/hr
2 Man GPS Surveying Services	\$175.50/hr
Surveying Services.....	\$152.50/hr
Expert Legal Services	\$241.00/hr

DIRECT CHARGES

Client also agrees to reimburse HAL for all other costs directly related to the completion of the project. Direct charges shall include, but not be limited to, the following:

CAD generated monochrome plots.....	\$2.50 per ft ²
CAD generated color plots	\$4.50 per ft ²
Computer	\$15.00 per hr
Copy machine reproduction	\$0.10 per copy
Out-of-town per diem allowance (lodging not included)	\$35.00 per day
Vehicle	\$0.65 per mile
Outside consulting and services	Cost plus 10%
Other direct expenses incurred during the project	Cost plus 10%
Trimble GPS Unit	\$130.00 per day

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE.....1.5% per month

Note: Annual adjustments to personnel and direct expense charges will occur in September of each year. Mileage rate changes are based on fuel prices.

CLIENT: SPANISH FORK CITY
 PROJECT: CRAB CREEK WATER LINE DESIGN & SERVICES DURING CONSTRUCTION

Task Number	Task Activity	Billing Period	Hours								Total Hours	Labor Cost	Expense Cost	Total HAL Cost with Contingency & Rate Inc.	Outside Costs	COMMENT
			Principal in Charge	Managing Prof.	Senior Prof. II	Senior Prof. I	Prof. II	Prof. Intern.	Survey	CAD						
1	CRAB CREEK WATER LINES DESIGN															
a	Administration and management	1	8		8	16					32	\$ 4,056.00	\$ 0.00	\$ 4,056.00		
b	Design Mtgs w/ SF City Weekly for 6 months - 4 hrs/week avg	1	16		104	80					200	\$ 24,272.00	\$ 2,028.00	\$ 26,300.00		
c	Coordination, Approval & 2 Mtgs with DDW	1			16	8					24	\$ 2,856.00	\$ 130.00	\$ 2,986.00		
d	Environmental Document Preparation	1	40		16						56	\$ 8,312.00	\$ 130.00	\$ 8,442.00	\$ 20,000.00	
e	Stream Alteration Permits	1			4						4	\$ 3,585.00	\$ 370.00	\$ 3,955.00	\$ 2,500.00	
f	Surveying for Connection & Important Features	1			20			6		8	16	\$ 17,510.00	\$ 260.00	\$ 17,770.00		
g	Prepare WL PP Shts for 18" & 12" Line (22 sheets)	1	4		60	10	80			150	304	\$ 28,391.00	\$ 2,380.00	\$ 30,771.00		
h	Prepare WL PP Shts for 12" Line to Oaks Tank (14 sheets)	1	4		40	10	40			80	174	\$ 16,666.00	\$ 1,330.00	\$ 17,996.00		
i	Prepare WL PP Shts for 18" Line to Malcolm Tank (10 sheets)	1	4		30	10	30			60	134	\$ 12,941.00	\$ 965.00	\$ 13,906.00		
j	Prepare WL PP Shts for 18" Line from M Tank to Canyon Crest (6 shts)	1	6		30		30			40	106	\$ 10,659.00	\$ 697.50	\$ 11,356.50		
k	RR Boring Approval and Coordination	1			10	6	20			16	52	\$ 5,144.00	\$ 370.00	\$ 5,514.00		
l	Culvert Crossing Detail & Wetland Details	1	2		16		16			40	74	\$ 6,866.00	\$ 730.00	\$ 7,596.00		
m	Connection Details & Misc Details	1	4		40	8	40	40		80	212	\$ 19,760.00	\$ 1,330.00	\$ 21,090.00		
n	Chlorination Bldg for Oak Tank	1			30					30	30	\$ 6,210.00	\$ 515.00	\$ 6,725.00		
o	Chlorination Bldg at Cold Springs	1			40					60	60	\$ 9,750.00	\$ 965.00	\$ 10,715.00		
p	Easement Prep & ROW	1	8		40				80	20	148	\$ 14,262.00	\$ 625.00	\$ 14,887.00		
q	Quality Assurance (QA)	1	16	12							28	\$ 4,146.00	\$ 0.00	\$ 4,146.00		
	SUBTOTAL HOURS/UNITS:		112	82	434	148	282	120	88	592	1788					
	SUBTOTAL:		\$ 17,808.00	\$ 10,947.00	\$ 52,948.00	\$ 16,724.00	\$ 29,187.00	\$ 9,960.00	\$ 14,300.00	\$ 43,512.00		\$ 195,386.00	\$ 12,825.50	\$ 208,211.50	\$ 23,625.00	Subconsultant Costs w/Sub Contingency
2	BIDDING DOCUMENTS & BID ASSISTANCE															
a	Prepare Bid Documents (Assume 2 packages)	1	2		8		14				24	\$ 2,743.00	\$ 1,243.55	\$ 3,986.55		
b	Bid Assistance, Pre-Bid Mtg, Contractor Questions & Addendums	1	2		8		6				16	\$ 1,915.00	\$ 0.00	\$ 1,915.00		
c	Review Bids	1			2	2					4	\$ 470.00	\$ 0.00	\$ 470.00		
d	Prequalification of Bidders	1			2						2	\$ 244.00	\$ 0.00	\$ 244.00		
	SUBTOTAL HOURS/UNITS:		4	0	20	2	20	0	0	0	46					
	SUBTOTAL:		\$ 636.00	\$ 0.00	\$ 2,440.00	\$ 226.00	\$ 2,070.00	\$ 0.00	\$ 0.00	\$ 0.00		\$ 5,372.00	\$ 1,243.55	\$ 6,615.55	\$ 0.00	Subconsultant Costs w/Sub Contingency

::

TASK	Labor Costs	Direct Costs	Subtotal w/Contingency	Subtotal Sub Consults	Total Phase
CRAB CREEK WATER LINES DESIGN	\$ 195,386.00	\$ 12,825.50	\$ 208,211.50	\$ 23,625.00	\$ 231,836.50
BIDDING DOCUMENTS & BID ASSISTANCE	\$ 5,372.00	\$ 1,243.55	\$ 6,615.55	\$ 0.00	\$ 6,615.55
TOTAL:	\$ 200,758.00	\$ 14,069.05	\$ 214,827.05	\$ 23,625.00	\$ 238,452.05

Prepared by TBT Review by SCJ 6/15/2011





Memo

To: Mayor & City Council
From: Chris Thompson, City Engineer/Public Works Director
Date: June 16, 2011
Re: City Diversion Dam Reconstruct Design Contract

Staff Report

The city is responsible for 7% of the costs related to the city diversion dam located at the southwest end of the golf course on the Spanish Fork River. This dam is in very poor condition and would likely have failed if we would have had the high flows that we saw in 1952 or in 1983.

The canal companies and the city therefore requested proposals for the design of a new dam. The costs proposed were more than the city and canal companies had in current budgets so we recommend that a contract be signed for an initial phase of the design. This phase would include preliminary design work and work to secure grants to fund the project.

A selection committee consisting of the city and each canal company with an interest in the dam was convened to review proposals. The committee reviewed the proposals for cost, value (billing rates), experience and proposal content. After this review the committee recommends that Bowen, Collins and Associates be awarded the contract to complete phase 1 of the dam design.

Strawberry Water Users Association has agreed to also participate in the cost in order to explore the possibility of low head power generation at the site. The hope is that if power generation capability exists this could lead to a funding source for the dam reconstruct. Their participation and that of the Lake Shore Irrigation Company reduced the percentage participation required by each party with an interest in the diversion dam. The percentages of participation would be as shown in the following table.



Spanish Fork	6.25%	\$ 875
Southeast Irrigation Co.	12.75%	\$ 1,785
West Fields Irrigation Co.	69.00%	\$ 9,660
Lake Shore Irrigation Co.	12.00%	\$ 1,680
Strawberry Water Users Association	LUMP	\$ 4,000
	TOTAL	\$ 18,000

Spanish Fork City costs would be paid for out of existing capital expense budgets. The city would contract with Bowen, Collins and Associates for the full amount of the contract and then bill each participating entity. We recommend that the City Council approve this contract scope of work for phase 1 in the amount of \$18,000 on condition that each participating entity contract with the city to pay their share of the cost as shown in the above table.

Attached: Bid Tabulation and Proposed Contract Scope of Work

City Dam Project - 2011

Design Engineering Consultant Proposals Tabulation

Company	Gilson	HAL	BCA	Franson
Principal	Larry Gilson, P.E.	Richard M. Noble, P.E.	Craig Bagley, P.E.	Jay Franson, P.E.
Project Manager	James Milligan, P.E.	Richard M. Noble, P.E.	Keith Larson, P.E.	Eric Franson, P.E.

Project Scope / Site Review	\$ 1,920.00	\$ 9,783.40	\$ 7,408.00	\$ 11,000.00
Meetings / Project Scope	\$ 480.00	\$ 6,743.00	\$ 4,358.00	\$ 4,000.00
Funding Agencies	\$ 1,440.00	\$ 3,040.40	\$ 3,050.00	\$ 7,000.00
Data Collection	\$ 5,360.00	\$ 24,626.80	\$ 6,000.00	\$ 35,900.00
Survey	\$ 2,160.00	\$ 4,374.70	\$ 2,216.00	\$ 10,500.00
Geotechnical	\$ 2,000.00	\$ 12,100.00	\$ 3,256.00	\$ 10,500.00
Hydrology	\$ 1,200.00	\$ 8,152.10	\$ 528.00	\$ 14,900.00
Design	\$ 26,335.00	\$ 52,671.30	\$ 69,762.00	\$ 91,000.00
Preliminary Designs	\$ 10,420.00	\$ 14,693.80	\$ 9,138.00	
Final Designs	\$ 13,815.00	\$ 37,977.50	\$ 60,624.00	
Electrical	\$ 2,100.00			
Misc. Expenses	\$ 1,560.00	\$ 2,098.80	\$ 6,430.00	
Quality Assurance & Quality Control	\$ 1,560.00	\$ 2,098.80		
Total	\$ 35,175.00	\$ 89,180.30	\$ 89,600.00	\$ 137,900.00
	\$ 35,895.00	\$ 89,180.30	\$ 89,600.00	\$ 137,900.00
	\$ (720.00)	\$ -	\$ -	\$ -

**Mill Race Canal Diversion
Dam Replacement Project
Phase 1 – Preliminary Design**

City of Spanish Fork (OWNER)

The following scope of work and fee has been developed for Phase 1 – Preliminary Design – of the Mill Race Canal Diversion Dam Replacement Project. It is our understanding that once funding has been secured for the project, Phase 2 – Final Design – will commence.

1. SERVICES

Task 1-1: Kick-off and Progress Meetings

We will meet with the stakeholders on a regular basis to collect data, establish design objectives, discuss alternatives, and review design drawings. For budgetary purposes, it has been assumed that up to 3 meetings will be required. This will include an initial kick off meeting, and up to two progress meeting during preliminary design to present and discuss design alternatives. We have assumed that the kickoff meeting will be a 4-hour workshop where we meet to define stakeholder needs and expectations, discuss alternatives, and visit several diversion structures in the area to view alternative features that could be incorporated into the new structures.

Deliverables: None

Task 1-2: Historic Flow Evaluation

We will evaluate historic river and canal flows to determine the required size of the dam and establish criteria for its design.

Deliverables: Hydrologic design criteria (to be included in Preliminary Design Report)

Task 1-3: Alternatives Evaluation

We will identify and evaluate up to three diversion structure alternatives, including at least one that would be located downstream of the existing diversion dam. We will review these alternatives with the stake holders to select the preferred location for new structure.

Deliverables: Identify preferred location of structure (to be included in Preliminary Design Report)

Task 1-4: Constructability/Environmental Review

We will visit the site with a contractor to examine issues relative to constructability and environmental impact. We will recommend construction methods to minimize both the cost and environmental impact of the project.

Deliverables: Recommended construction methods (to be included in Preliminary Design Report)

Task 1-5: Assistance Pursuing Project Funding

BC&A will assist in identifying and pursuing project funding for design and construction. This will include preparing needed documentation, tables, and figures needed to complete grantor loan applications for the funding process. As necessary, BC&A will accompany stake holders to meetings with the Community Impact Board and/or the State Board of Water Resources.

Deliverables: Funding applications

Task 1-6: Preliminary Construction Cost Estimate

We will prepare a construction cost estimate based on conceptual design for the purpose of assessing required funding.

Deliverables: Preliminary Construction Cost Estimate (to be included in Preliminary Design Report)

Task 1-7: Preliminary Design Report

We will prepare a preliminary design report documenting the results of the tasks above. This report will define the design parameters, approach and criteria to be used in completing the final design.

Deliverables: 10 copies of the draft preliminary design report and 10 copies of the final preliminary design report.

2. COMPENSATION

Time and expenses not to exceed \$18,000 without prior written approval. See Attachment B for a cost break down.

Budgetary Assumptions

The following budgetary assumptions were made in developing the fee:

- All Phase 1 design work will be completed in 2011
- Limited survey, including cross sections of the Spanish Fork River and Mill Race Canal, will be provided by Spanish Fork City at no additional cost to BC&A.

- Final design, FEMA CLOMR and LOMR applications are not included in this scope of work.

3. SCHEDULE

We are available to begin work immediately and anticipate having the project complete within 8 weeks of receiving notice to proceed.

Attachment B

**Spanish Fork City
Mill Race Diversion Dam Replacement Project
Engineering Fee Estimate**

Bowen Collins & Associates, Inc.
6/14/2011

		Office/Support		Engineering Technicians			Engineers			Subtotal Hours	Subtotal Labor	Expenses	Total Cost
Labor Category		Office	Editor	Tech 3	Tech 4	Tech 6	Staff Eng.	Staff Eng.	Proj. Mngr				
Staff		Dannelly	Hansen	Riggs	Baucom	Garcia	Stayner	Olsen	Bagley				
Labor Rate		\$60	\$60	\$82	\$93	\$100	\$88	\$88	\$135				
Task No.	Task Description												
1-1	Kick-off and Progress Meetings						8		16	24	\$2,864	\$324	\$3,188
1-2	Historic Flow Evaluation						6			6	\$528	\$36	\$564
1-3	Alternatives Evaluation			12			20	8	2	42	\$3,718	\$252	\$3,970
1-4	Constructability/Environmental Review						8	2		10	\$880	\$120	\$1,000
1-5	Assistance Pursuing Project Funding				4		10	16	6	36	\$3,470	\$216	\$3,686
1-6	Preliminary Construction Cost Estimate						8	4		12	\$1,056	\$72	\$1,128
1-7	Preliminary Design Report						22	18	4	44	\$4,060	\$404	\$4,464
	Subtotal Hours	0	0	12	4	0	82	48	28	174			
	Total:												\$18,000

Expenses include:

- Mileage reimbursement at \$0.75/mile
- Computer/Communications Charge at \$6/labor hour
- 10% Markup on other project related expenses

Hourly rates are adjusted annually to reflect labor rated increases



REDEVELOPMENT AGENCY MEETING

PUBLIC NOTICE is hereby given that the Redevelopment Agency of Spanish Fork, Utah, will hold a public meeting in the City Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on June 21, 2011**.

AGENDA ITEMS:

1. CALL TO ORDER:

2. 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 Redevelopment Agency Meeting – [May 17, 2010](#)

3. PUBLIC HEARING:

- a. FY 2011 RDA Budget Revision Adoption

4. NEW BUSINESS:

- a. FY 2012 RDA Budget Adoption

ADJOURN:

* Supporting documentation is available on the City's website www.spanishfork.org

Notice is hereby given that:

- In the event of an absence of a quorum, agenda items will be continued to the next regularly scheduled meeting.
- By motion of the Spanish Fork City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed executive meeting for any of the purposes identified in that Chapter.

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 798-5000.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

**Tentative Minutes
Redevelopment Agency Meeting
May 17, 2011**

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

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

Citizens Present: Marvin L. Wharton, Chet Olsen, Cary Hanks, Lana Creer Harris, Jed R. Mitchell, Janet Jenson.

ADJOURN TO RDA MEETING

Councilman Dart made a **Motion** to adjourn out of City Council Meeting and into Redevelopment Agency Meeting.

Councilman Davis **Seconded** and the motion **Passed** all in favor at 8:07 p.m.

CONSENT ITEMS

- a. Minutes of Spanish Fork City Redevelopment Agency Meeting – June 15, 2010

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

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

Councilman Leifson made a **Motion** to move into public hearing to discuss the FY 2012 Redevelopment Agency Budget.

Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 8:08 p.m.

PUBLIC HEARING:

Kent Clark presented the FY 2012 Redevelopment Agency Budget.

Mayor Andersen welcomed any public comment.

No Public Comment

Councilman Nielson made a **Motion** to move out of public hearing.

Councilman Davis **Seconded** and the motion **Passed** all in favor at 8:10 p.m.

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

Councilman Dart **Seconded** and the motion **Passed** all in favor at 8:11 p.m.

ADJOURN:

ADOPTED:

Angie Warner, Deputy Recorder