



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 **September 6, 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.

3. COUNCIL COMMENTS:

4. SPANISH FORK 101: Dale Robinson

5. PUBLIC HEARING:

- a. * [Ordinance #13-11 Abandoning a Public Utility Easement on Lot 20, Sunny Ridge Subdivision Plat F](#)

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 – August 16, 2011](#)
- b. * [Ground Lease Estoppel Certificate – San Miguel](#)
- c. * [Extend Runway 12/30 \(Design & Wetlands Mitigation\), Grant Offer](#)
- d. * [200 East Asphalt Overlay Cooperative Agreement](#)
- e. * [Cold Springs Drain Line Project - 2011](#)
- f. * [River Connector Trail Bid – Ratification](#)
- g. * [Llewellyn Jones Right of Way Purchase Agreement 1000 North Widening Project](#)
- h. * [2011 Sanitary Sewer & Waterline Upgrade, Change Order #2](#)
- i. * [Bureau of Reclamation Easement Encroachment Agreement for Cold Springs Drain Line Project](#)

7. NEW BUSINESS:

- a. * [Ordinance #14-11 Amending the Subdivision Sign Requirements of Spanish Fork City](#)
- b. [Rees School Crossing Guard](#)
- c. * [Ron Mendell Notice of Claim](#)
- d. [Cash payment or lien in lieu of for site plans](#)

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 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.

ORDINANCE NO. 13-11

ROLL CALL

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

I MOVE this ordinance be adopted:

I SECOND the foregoing motion:

ORDINANCE 13-11

ORDINANCE ABANDONING A PUBLIC UTILITY EASEMENT ON LOT 20, SUNNY RIDGE SUBDIVISION PLAT F

WHEREAS, Sunny Ridge Subdivision, Plat F was approved by Spanish Fork City and recorded with the Utah County Recorder in 2008; and

WHEREAS, the plat dedicated to Spanish Fork City contains ten foot wide public utility easements around each lot; and

WHEREAS, the owner of Lot 20 desires to build an accessory building over the public utility easement on the south boundary of said lot; and

WHEREAS, the utility easement along the south boundary of Lot 20 has never been used and is not needed by the City; and

WHEREAS, it is in the best interests of both the City and its resident to abandon this public utility easement; and

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

WHEREAS, notice of a public hearing was published in the Provo Daily Herald, a newspaper of general circulation within Spanish Fork City; and

WHEREAS, a public hearing was held before the City Council on Tuesday, the 6th day of September, 2011, where public comment was received; and

WHEREAS, the council finds that it is in the best interest of the public to abandon the public utility easement identified herein;

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

I.

The property dedicated as a ten foot public utility easement along the south property line of Lot 20 in Sunny Ridge Plat F, as recorded in the office of the Utah County Recorder on the 3rd day of January, 2008 as entry number 291-2008, Map Filing #12598 is hereby abandoned to the underlying owners of the property.

II.

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

ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this 6th day of September, 2011.

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder

Tentative Minutes
Spanish Fork City Council Meeting
August 16, 2011

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

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

Citizens Present: Aaron Stern, Phil Distefano, Cory Christensen, Kevin Parker, Trent Anderson, Hugo Villar, Carl Peterson, Donald Baum, Rodger Olson, Linda Podany, Cary Hanks, Cary Robarge, George Gull, Carol Lilly, Jennifer Mayo, Justin Mayo, Paul Christensen, Shane Marshall, Micky Mantle, Cody Winnie, Ken Green, Matt McEwen.

CALL TO ORDER, PLEDGE, RECOGNITION:

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

PUBLIC COMMENTS:

The Diamond Fork Riding Club thanked the City Council for supporting them during Fiesta Days.

Justin Mayo

Mr. Mayo explained the ground water issues he and his neighbors have been dealing with. He further explained that he had hired professional help but that the situation was dire and requested the City's help.

Mr. Thompson said that the City was aware of situations, throughout Spanish Fork City, of high ground water. He explained the City's policy regarding ground water issues and the process that the citizens would need to go through with the City's Engineering Department. He further explained that if storm drain facilities were available to divert the water to that they may or may not have the capacity. If storm drain facilities were not close to the area that it would be costly to construct them. In order to help residents that have a hopeless situation, the City does try to run a storm drain to the area. It is based on the City's budget and when the City has funds available to fix it. It took 11 years to create a solution for the Lynnbrook area in town.

Cary Hanks

Ms. Hanks, Director of the Spanish Fork/Salem Area Chamber of Commerce invited the City Council to a barbeque and the ribbon cuttings for Sierra Bonita Elementary School and Legacy Funeral and Cremations.

Cary Robarge

Mr. Robarge thanked the Council for allowing the chamber to run the farmer's market and explained that they would be introducing a craft fair, along with the farmers market, in the next few weeks. He also thanked the Fiesta Day's committee, City staff and Council for the wonderful Fiesta Days Festival.

49 Paul Christensen
50 Mr. Christensen commented on campaign signage and expressed that he felt signs were not
51 important but that debates were. He requested that the City hold some debates so that citizens
52 could participate and learn about the candidates. He expressed that he felt volunteerism was
53 extremely important to the City.

54
55 Mr. Thompson asked the City Council if he could proceed to award the Cold Springs Drain line
56 contract and propose that the Mayor sign the contract. The Council indicated that he could
57 proceed.

58
59 **COUNCIL COMMENTS:**

60 Councilman Nielson thanked the Diamond Fork Riding Club for all of their work.

61
62 Councilman Davis reported on the discussion that took place at a UDOT meeting he attended.
63 The discussion was regarding an interchange at 1600 North in Springville, and an interchange at
64 Center Street in Spanish Fork.

65
66 Councilman Leifson thanked the Diamond Fork Riding Club.

67
68 Councilman Dart reported that he attended the Senior board meeting and that before the
69 meeting all the members raved about how beautiful the planter boxes along Main street are. He
70 explained that the Seniors were starting the membership drive and that the dues would remain
71 the same. Pam Jackson, the Director of the Library, asked him to convey thanks for the
72 participation in the summer reading program and to thank all of the sponsors.

73
74 Councilman Scoubes reported that the Fine Arts Committee had a meeting and are working on
75 the entertainment schedule for the Harvest Moon Hurrah on October 8, 2011. He also reported
76 that the Solid Waste District had balanced their budget.

77
78 Mayor Andersen invited citizens to participate and attend the Utah County Fair.

79
80 **SPANISH FORK 101: John Bowcut**

81 Mr. Bowcut gave a presentation on SFCN. He covered revenue, customer service, telephone
82 service, cable television, high speed internet and Channel 17.

83
84
85 **CONSENT ITEMS:**

- 86
87 a. Minutes of Spanish Fork City Council Meeting – August 2, 2011
88 b. Master Agreement for Professional Services, Horrocks Engineering
89 c. Agreement for Professional Services, LEI Engineering
90 d. Spanish Fork River Connector Trail, Task Order 1A
91 e. 2011 Sanitary Sewer and Waterline Replacement Project, Change Order #1

92
93 Councilman Leifson made a **motion** to **approve** the consent items.
94 Councilman Scoubes **seconded** and the motion **passed** all in favor.

95
96 **NEW BUSINESS:**

97 **Board Appointments**

98 Mayor Anderson re-appointed Dave Stroud to the Planning Commission.

99

100 Councilman Nielson made a **motion** to **approve** the re-appointment of Dave Stroud to the
101 Planning Commission.

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

103

104 Mayor Andersen appointed George Gull to the Planning Commission.

105

106 Councilman Davis made a **motion** to **approve** the appointment of George Gull to the Planning
107 Commission.

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

109

110 **Ordinance #12-11 Amending the City Code Addressing the City Seal and Various Election**
111 **Issues**

112 Mr. Clark explained that the City's seal was very old. He said that the symbol on the seal was an
113 anchor but that no one knew why that symbol was used. He further explained that the City would
114 like to transition from the anchor to the new City branding.

115

116 Mr. Clark explained that the State of Utah had made some changes to the rules regarding
117 elections and that the proposed ordinance was to update the City's code book.

118

119 Councilman Dart made a **motion** to **approve** Ordinance #12-11 Amending the City Code
120 Addressing the City Seal and Various Election Issues.

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

122

123 **Presentation on UDOT Projects – Shane Marshall**

124 Mr. Marshall handed each member of the Council a map that detailed all of the UDOT projects
125 throughout the region. He explained the bridge project over the Spanish Fork River, the deck in
126 Benjamin and the deck in Santaquin. He further explained that in the last legislative session that
127 funding was directed to expand I-15 south; one more lane. He said that a study, sponsored by
128 MAG, determined that sometime in the future 2600 East would warrant an interchange but that
129 an environmental study would take two years alone and there was no funding available. He also
130 said that there was a possibility for an interchange on Center Street if the UTA track line hub is
131 there.

132

133 **1000 North Main Street Traffic Analysis and Signal Design, Task Order A**

134 Mr. Thompson explained the proposal was to widen 1000 north and redesign the signal on Main
135 Street.

136

137 Councilman Davis made a **motion** to **approve** the 1000 North Main Street Traffic Analysis and
138 Signal Design, Task Order A.

139 Councilman Scoubes **seconded** and the motion **passed** all in favor.

140

141 **PUBLIC HEARING:**

142 **August 2011 Construction Standards Revision**

143 Mr. Baker explained to the Council that this item was noticed as a public hearing in The Daily
144 Herald as well as the State website.

145

146 Councilman Davis **moved** to **open** into a public hearing.

147 Councilman Leifson **seconded** and the motion **passed** all in favor.

148

149 Mr. Thompson explained that the last time the Construction and Development Standards were
150 revised was in 2005. He covered some of the proposed changes to the Standards. He
151 recommended that verbiage be changed on page 39-1 to read: such as improvements can
152 commence once the plat is approved and the inspection fees are paid. Not necessarily that the
153 plat needs to be recorded. He also noted that the revision would not only make our standards
154 better but lesson the financial costs for developers.

155

156 Mayor Andersen invited public comment. There was none.

157

158 Councilman Davis **moved** to **close** public hearing.

159 Councilman Leifson **seconded** and the motion **passed** all in favor.

160

161 Councilman Dart asked about the drawing on overhead wires on page 63. Mr. Thompson
162 explained a situation in town where an individual was burned and that the City felt that we could
163 create a clearance standard that would better protect people in construction.

164

165 Councilman Davis asked when the American Public Works Association changed their standards.

166

167 Mr. Thompson said that they were updated in 2007 which was after the City's last adoption of
168 our Construction and Development Standards.

169

170 Councilman Davis said that he was not ready to make a decision. He had been given the
171 document three days prior.

172

173 Mr. Thompson said that it would be completely appropriate to table the item.

174

175 Councilman Leifson made a **motion** to **table** the August 2011 Construction and Development
176 Standards **for three weeks**.

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

178

179 **ADJOURN:**

180

181 Councilman Dart made a **motion** to **move** into a closed session to discuss potential litigation.

182 Councilman Nielson **seconded** and the motion **passed** all in favor at 7:15 p.m.

183

184 **ADOPTED:**

185

186

Shelley Hendrickson, Planning Secretary

S T A F F R E P O R T

DATE: 8/30/2011
TO: Honorable Mayor and City Council
FROM: Cris Child – Airport Manager
SUBJECT: GROUND LEASE ESTOPPEL CERTIFICATE – San Miguel

RECOMMENDED MOTION

Motion to Approve

BACKGROUND The San Miguel Valley Corporation which recently assumed the Rocky Mountain Composites Ground Lease is requesting that the attached Estoppel Certificate be executed by the Cities as part of acquiring a loan from Zions Bank.

DISCUSSION This document enables Zions Bank to assume San Miguel Valley’s position in the lease in case of default and has been reviewed by Spanish Fork City Assistant Attorney Jason Sant and his comments are attached. San Miguel Valley Corporation has verbally agreed to make the modifications requested by Mr. Sant.

ALTERNATIVES

FISCAL IMPACT

None

Name Cris Child
Title Airport Manager

Attachments
Estoppel Certificate
Jason Sant Comments
Airport Board Recommendation
cc:



Letter of Recommendation to City Council

Springville City Board Name: Airport Board

Applicant: San Miguel Valley Corporation	Request: Approval of Estoppel Certificate in favor of Zions Bank	Date of Meeting:
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Motion by:	Second by:		
RECOMMENDATION	<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> DISAPPROVE	<input type="checkbox"/> OTHER:
CONDITIONS OF APPROVAL: Subject to review by legal Departments			

Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
RICHARD DAVIS	✓		
DOUG FORD	✓		
<i>[Signature]</i>	✓		
<i>[Signature]</i>	✓		

[Signature]
Chair

08-04-2011
Date

8/4/2011

Cris,

Before you set this on the city council agendas please have paragraph 11 changed to City Manager, by taking out Junior's name. Junior is, of course, not the City Manager and in the event that the City Manager would change it is easier to simply put City Manager without a specific name, just like they have it for the airport manager. Once that correction is made I believe the rest of the document is in order and should be put on each city council's agenda. Thanks.

Jason Sant
Spanish Fork City
Assistant Attorney

WHEN RECORDED, RETURN TO:

Holland & Hart LLP
222 South Main Street, Suite 2200
Salt Lake City, Utah 84101
Attention: Scott R. Irwin, Esq.

GROUND LEASE ESTOPPEL CERTIFICATE AND CONSENT

This Ground Lease Estoppel Certificate and Consent (this "Certificate") is made as of July __, 2011, by and between Zions First National Bank, a national banking association (together with its successors and assigns, "Lender"), Spanish Fork City and Springville City through the Spanish Fork/Springville Airport Board (collectively, "Lessor"), and San Miguel Valley Corporation, a Colorado corporation ("Lessee").

RECITALS

A. Pursuant to that certain Hangar/Building Lease Agreement dated March 30, 2006 by and between Lessor, as lessor, and Lessee, as successor in interest thereunder to Rocky Mountain Composites Incorporated, as lessee, as amended by an Amendment to Hangar/Building Lease dated March 12, 2007 (collectively, the "Lease"), Lessor has leased to Lessee certain real property described on Exhibit A attached hereto (together with all rights of way, easements and appurtenances relating thereto, the "Property").

B. Lender intends to extend a loan (the "Loan") to Lessee to be governed by that certain Loan Agreement dated July __, 2011, to be evidenced by that certain Promissory Note (Term Loan) made by Lessee and payable to the order of Lender (the "Note"), and secured by, among other things, a leasehold deed of trust granted by Lessee in favor of Lender (the "Deed of Trust") encumbering Lessee's interest in the Property and in the Lease (the Loan Agreement, the Note, the Deed of Trust and all other documents executed in connection therewith are collectively referred to herein as the "Loan Documents").

NOW, THEREFORE, to induce Lender to make the Loan to Lessee and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Lessor's Representations, Warranties, and Certificate. Lessor represents, warrants and certifies to Lender and Lessee as follows:

a. Lease. The Lease has not been amended except as expressly described herein. The Lease is in full force and effect and constitutes the entire agreement between Lessor and Lessee with respect to the Property and the Lease. The Lease constitutes the

**Spanish Fork / Springville Airport
Financial Report
Period Ended June 30, 2011**

Revenues

Revenues in June were \$713 coming primarily from fuel flowage fees and taxes. Approximately 102% of budgeted revenues were realized at year end.

Expenditures

Total expenditures for June were \$1,550. Expenditures included management contract fees, and day-to-day operating expenses. Approximately 85% of the budget was expended at year end. There is tentatively a year-to-date operating surplus of \$40,425 (unaudited).

**Please note that the financial statement now reflects the creation of the new CIP Fund, which has a cash balance of \$150,000 resulting from the transfer made at the end of last year from the operating fund.

SPRINGVILLE CITY CORPORATION
BALANCE SHEET
JUNE 30, 2011

AIRPORT TRUST FUND

ASSETS

83-1111000	CASH - AIRPORT TRUST	92,244.09	
83-1162000	PTIF FUND - AIRPORT	121,568.06	
83-1190000	CASH ALLOCATION FROM GENERAL F	(149,995.00)	
83-1311000	ACCOUNTS RECEIVABLE	3,266.97	
	TOTAL ASSETS		<u>67,084.14</u>

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
83-2951000	BEGINNING OF YEAR	26,659.02	
	REVENUE OVER EXPENDITURES - YTD	<u>40,425.12</u>	
	BALANCE - CURRENT DATE		<u>67,084.14</u>
	TOTAL FUND EQUITY		<u>67,084.14</u>
	TOTAL LIABILITIES AND EQUITY		<u>67,084.14</u>

SPRINGVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2011

AIRPORT TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL REVENUE</u>					
83-3300-331 GRANTS FROM STATE & FEDERAL	.00	153,935.77	166,250.00	12,314.23	92.6
TOTAL INTERGOVERNMENTAL REVENUE	.00	153,935.77	166,250.00	12,314.23	92.6
<u>MISCELLANEOUS REVENUE</u>					
83-3600-610 AIRPORT INTEREST EARNINGS	54.56	642.84	1,000.00	357.16	64.3
83-3600-631 AIRPORT RENTALS	.00	76,781.25	67,900.00	(8,881.25)	113.1
83-3600-632 AVIATION FUEL TAX	149.08	2,839.38	3,500.00	660.62	81.1
83-3600-633 AIRPORT TIE DOWN FEES	.00	7,643.81	6,500.00	(1,143.81)	117.6
83-3600-640 FUEL FLOWAGE FEES	484.95	4,702.35	6,000.00	1,297.65	78.4
83-3600-690 AIRPORT MISC REVENUE	.00	9,463.07	7,179.00	(2,284.07)	131.8
83-3600-691 PENALTIES	24.90	1,013.77	.00	(1,013.77)	.0
TOTAL MISCELLANEOUS REVENUE	713.49	103,086.47	92,079.00	(11,007.47)	112.0
<u>CONTRIBUTIONS & TRANSFERS</u>					
83-3800-650 LEASE REVENUE	.00	5,296.20	.00	(5,296.20)	.0
TOTAL CONTRIBUTIONS & TRANSFERS	.00	5,296.20	.00	(5,296.20)	.0
TOTAL FUND REVENUE	713.49	262,316.44	258,329.00	(3,989.44)	101.5

SPRINGVILLE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2011

AIRPORT TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
83-4000-230 TRAVEL, DUES & CONVENTIONS	.00	1,025.87	2,500.00	1,474.13	41.0
83-4000-240 OFFICE EXPENSE	121.60	469.72	800.00	330.28	58.7
83-4000-243 QUARTERLY NEWSLETTER	.00	.00	500.00	500.00	.0
83-4000-250 AIRPORT SUPPLIES	.00	1,070.52	1,000.00	(70.52)	107.1
83-4000-251 VEHICLE FUEL	.00	1,553.60	1,000.00	(553.60)	155.4
83-4000-260 BUILDINGS & GROUNDS	428.30	21,794.59	22,179.00	384.41	98.3
83-4000-310 PROFESSIONAL FEES	.00	3,100.00	3,200.00	100.00	96.9
83-4000-330 PROFESSL FEES-MANAGEMENT CONTR	1,000.00	12,000.00	12,000.00	.00	100.0
83-4000-340 PROFESS FEES -MAINTENANCE CONT	.00	32,281.82	34,000.00	1,718.18	95.0
83-4000-510 INSURANCE & BONDS	.00	7,233.02	9,500.00	2,266.98	76.1
83-4000-760 AIRPORT IMPROVEMENTS	.00	141,364.18	175,000.00	33,635.82	80.8
TOTAL EXPENDITURES	1,549.90	221,893.32	261,679.00	39,785.68	84.8
TOTAL FUND EXPENDITURES	1,549.90	221,893.32	261,679.00	39,785.68	84.8
NET REVENUE OVER EXPENDITURES	(836.41)	40,425.12	(3,350.00)	(43,775.12)	1206.7

SPRINGVILLE CITY CORPORATION
BALANCE SHEET
JUNE 30, 2011

AIRPORT CIP FUND

ASSETS

85-1190000	CASH ALLOCATION FROM GENERAL F	150,000.00	
	TOTAL ASSETS		<u>150,000.00</u>

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
85-2951000	BEGINNING OF YEAR	<u>150,000.00</u>	
	BALANCE - CURRENT DATE	<u>150,000.00</u>	
	TOTAL FUND EQUITY		<u>150,000.00</u>
	TOTAL LIABILITIES AND EQUITY		<u>150,000.00</u>

legal, valid and binding obligation of Lessor, enforceable against Lessor in accordance with its terms.

b. Ownership. Lessor is the sole record owner of the fee interest in the Property, and holder of the landlord's interest in, to and under the Lease. Lessee is the sole record owner of the leasehold estate in the Property, and holder of the tenant's interest in, to and under the Lease.

c. Rent. The minimum rent payable under the Lease currently is \$_____ per annum, and such rent has been paid through the month of _____, _____. None of the rent which Lessee is required to pay under the Lease has been prepaid.

d. Term. The current term of the Lease commenced on April 1, 2006 and expires on March 31, 2041. Lessee has no rights to renew or extend the Lease, except as provided in Section III of the Lease.

e. Defaults; Offsets. Neither Lessor nor, to the best knowledge of Lessor, Lessee is in default under the Lease. Lessor has no knowledge of the existence of any event which, with the giving of notice, the passage of time, or both, would constitute a default by Lessor or, to the best knowledge of Lessor, Lessee under the Lease. To the best knowledge of Lessor, Lessee has no offsets, counterclaims, defenses, deductions or credits with respect to the Lease. All monetary obligations due under the Lease to date have been fully and currently paid. To the best knowledge of Lessor, Lessee has no claim against Lessor for any security, rental, cleaning or other deposits. No controversy presently exists between Lessor and Lessee, including any litigation or arbitration, with respect to the Lease or the Property.

f. No Mortgages on Fee Interest. Lessor has not assigned, transferred, sold, encumbered or mortgaged its interest in the Lease or the Property (or any part thereof) and there currently are no mortgages, deeds of trust or other security interests encumbering Lessor's fee interest in the Property (or any part thereof). Neither Lessee nor any third party has any option, preferential right or right of first refusal to purchase all or any portion of the fee interest in the Property. No consent or approval of any third party is required in order for Lessor to deliver this Certificate and to fully perform Lessor's obligations hereunder.

g. Eminent Domain. Lessor has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Lessee's or Lessor's interest in the Property.

h. No Bankruptcy. No bankruptcy proceedings, whether voluntary or otherwise, are pending, or to the best knowledge of Lessor, threatened, against Lessor.

2. Lessor's Subordination. Lessor subordinates any interest or lien it has or may claim in any personal property collateral securing repayment of the Loan and agrees that Lender shall have 30 days, after any notice to Lender provided in this Certificate, to remove any such collateral from the Property.

3. Notice and Opportunity to Cure. Lessor, on giving Lessee any notice of default pursuant to the terms of the Lease, shall also give a copy of such notice to Lender at the last address which Lessor has been given by Lender. Lender's address as of the date of the execution of this Certificate is set forth herein. Lender, its successors or assigns, may, within the period given to Lessee in the Lease, remedy such default or cause such default to be remedied, and Lessor shall accept such performance by or at the instance of Lender, its successors or assigns, as if such performance had been made by Lessee. Lessor shall accept performance by Lender, its successor or assigns, or any purchaser at a foreclosure sale, of any term covenant, condition, or agreement to be performed by Lessee under the Lease with the same force and effect as though performed by Lessee, specifically including, but without limitation, any payment of rent under the Lease. Lender any successors, assignees or purchaser at foreclosure sale shall be bound to use the leased premises for aeronautical purposes only as set forth in Section VI of the Lease. Any use of the leased premises for non-aeronautical purposes shall required a renegotiation of the Lease rate to the current fair market value of the leasehold (10% of the appraised value of the land per year) and the term of the Lease shall be limited to one year with the right to extend the Lease in one year increments at the discretion of the Lessor.

4. Non-Disturbance. Lessor agrees, and to cause all lienholders of the Property to agree in a form acceptable to Lender, not to disturb the possession of Lessee, Lender, its successors and assigns, and any purchaser at a foreclosure sale, under the Lease. Lessor agrees to perform and be bound by all of the obligations imposed on Lessor by the Lease for the balance of the term of the Lease, and any extension or renewals of the Lease, as long as no event of default has occurred under the Lease which has continued to exist for such period of time, after notice and opportunity to cure, if any, required by the Lease, as would entitle Lessor under the Lease to terminate the Lease, or would cause, without any further action of Lessor the termination of the Lease or would entitle Lessor to dispossess Lessee under the Lease.

Lessor agrees that it will not grant any liens on or otherwise grant any rights in the Property, unless such party to which the lien or interest is granted first grants to Lender notice, a right to cure, and a non-disturbance covenant, similar to the covenant set forth in this Certificate, acceptable to Lender.

5. No Liability of Lender. Nothing in this Certificate or any other agreement is intended to constitute an agreement by Lender to perform any obligation of Lessee under the Lease.

6. Right to Sublease and Mortgage. Notwithstanding anything to the contrary in the Lease, upon the transfer of a leasehold interest to the Property to Lender pursuant to a foreclosure sale or deed in lieu of foreclosure, Lessor agrees that Lender, its successor or assign, or any purchaser at a foreclosure sale may sublease the Property or assign all of its or Lessee's rights in the Lease without the consent of Lessor. In addition, Lender, its successor or assign, or any purchaser at a foreclosure sale may mortgage, lien, encumber, or otherwise transfer the Lease. Notwithstanding any provision to the contrary herein, Lender and any successor, assignee or purchaser at foreclosure sale shall be bound to use the leased premises for aeronautical purposes only as set forth in Section VI of the Lease. Any use of the leased premises for non-aeronautical purposes shall require a renegotiation of the Lease rate to the current fair market value of the leasehold (10% of the appraised value of the land per year) and the term of the Lease

shall be limited to one year with the right to extend the Lease in one year increments at the discretion of the Lessor.

7. Insurance Proceeds and Condemnation Awards. Notwithstanding anything to the contrary in the Lease, at any time any amount is owing to Lender under the Note executed in connection with the Loan Documents, (a) all proceeds from fire or extended coverage insurance or other insurance against casualty and all proceeds of eminent domain or condemnation awards or settlements paid in connection with the leasehold interest in the Property, and (b) all such proceeds paid in connection with the Property and improvements on the Property were funded in whole or in part by Lessee or proceeds from the Loan, shall be paid to Lender and applied in accordance with the terms of the Loan Documents; provided, however, the amount paid to Lender shall not exceed the amount owing to Lender under the Loan Documents. If a portion of the construction of improvements is funded by the Federal government, the Federal government will receive a prorated share of any monetary settlement, based on the level of Federal participation. Lender's right to proceeds of eminent domain or condemnation awards or settlements shall be limited to monetary compensation for the value of the remaining time on the Lease and not the fair market value of the land.

8. Future Estoppel Certificates. Lessor agrees to execute and deliver to Lender, within 10 days of request by Lender, estoppels certificates in a form similar to this Certificate regarding such matters as Lender requests. Lessor shall not be obligated to deliver an estoppel certificate more often than one time per calendar year, unless Lender determines, in its reasonable discretion, that an estoppels certificate is required more often.

9. No Merger. If any lien granted on the Property or assignment of any lease of the Property made to Lender and the fee title to the Property shall at any time becomes vested in one owner, the lien created under any trust deed granted or assignment made to Lender shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Lender shall continue to have and enjoy all of the rights and privileges of Lender, beneficiary, and assignee and, if applicable, fee title owner, as to the separate estates. In addition, upon the foreclosure of any such lien or assignment, any leases or subleases then existing and created by Lessor or Lessee shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Lender, its successor or assign, or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Lender, its successor or assign, or any such purchaser shall constitute a termination of any lease or sublease unless Lender, its successor or assign, or such purchaser shall give written notice of such termination to such tenant or subtenant.

10. Consents. Notwithstanding anything to the contrary in the Lease, Lessor hereby consents to the following transactions and documents entered into in connection with the following transactions, and to the exercise by Lender, or its successor or assign, or any purchaser at a foreclosure sale, of all rights and remedies available under the following documents, at law, in equity, or by statute; provided, however, all of the interests assigned as collateral are subject to the Lease:

a. The lien on the Property and the Lease created pursuant to a Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing of

approximately even date herewith, executed by Lessee, as trustor, to and for the benefit of Lender, as trustee and beneficiary, together with all other documents executed in connection with the Loan.

Lessee acknowledges and consents to the agreements, terms, and conditions set forth in this Certificate.

11. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered or when deposited in the United States mail, by registered or certified mail, addressed as follows:

Lender: Zions First National Bank
Corporate Banking Group
One South Main Street, Suite 200
Salt Lake City, Utah 84111
Attention: Jennifer Christopulos, Senior Vice President

Lessor: Spanish Fork City And Springville City Through
The Spanish Fork/Springville Airport Board
2050 North 300 West
Spanish Fork, Utah 84660
Attention: Airport Manager

Spanish Fork City
40 South Main Street
Spanish Fork, UT 84660
Attention: Junior Baker, City Manager

Lessee: San Miguel Valley Corporation
San Miguel Valley Corporation
7800 East Dorado Place, Suite 250
Englewood, Colorado 80111
Attention: Nicole Champine

Such addresses may be changed by notice to the other party given in the same manner provided in this Section.

12. Attorneys' Fees. Upon the occurrence of a default under this Certificate, Lender may employ an attorney or attorneys to protect Lender's rights under this Certificate, and Lessee shall pay Lender reasonable attorneys' fees and costs actually incurred by Lender, whether or not action is actually commenced against Lessor by reason of such breach. Lessee shall also pay to Lender any attorneys fees and costs incurred by Lender with respect to any insolvency or bankruptcy proceedings or other action involving Lessor.

13. Utah Law Governs. This Certificate shall be governed by and construed in accordance with the laws of the State of Utah.

14. Reliance. Lessor agrees that this Certificate may be relied upon by Lender, its successors and assigns and any nationally recognized statistical rating agency rating any securities issued in connection with the Loan or any portion thereof. This Certificate shall inure to the benefit of Lender, its successors and assigns (including, without limitation, each and every owner and holder of the Loan and each person who may succeed to Lessee's interest under the Lease) and shall be binding on Lessor, its heirs, legal representatives, successors and assigns.

15. Waiver. Lender may, without affecting the validity of this Certificate, extend the time for payment of this Loan or alter the terms and conditions of any agreement between Lessee and Lender, including, but not limited to, the Note and the Deed of Trust, without the consent of, or notice to, Lessor and without in any manner impairing or otherwise affecting Lender's rights under this Certificate.

16. Miscellaneous. This Certificate shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State in which the Property is located (without giving effect to such state's principles of conflicts of law). This Certificate shall be binding upon and shall inure to the benefit of Lessor, Lender and Lessee and each of their respective successors and assigns. This Certificate may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original. At Lender's option, this Certificate (or a memorandum hereof) shall be recorded in the public land records of the jurisdiction in which the Property is located. The rights of Lender hereunder are in addition to the rights of Lender granted in the Deed of Trust and/or the Lease and shall not be in derogation thereof. All agreements and covenants contained herein are severable, and if any one of them is held to be invalid, then this Certificate shall be interpreted as if such invalid provisions were not contained herein. To the extent terms in this Certificate conflict with the terms of the Lease, the terms of the Lease shall control. To the extent that there are any conflicts between the terms of this Certificate and the Lease, the terms of the Lease shall control.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Ground Lease Estoppel and Amendment to Lease to be duly executed and delivered as of the day and year first written above.

Lender:

Zions First National Bank

By: _____
Name: Jennifer Christopulos
Title: Senior Vice President

Lessor:

**Spanish Fork City and Springville City through
the Spanish Fork/Springville Airport Board**

ATTEST:

_____, City Recorder

By: _____
Name: _____
Title: Mayor, Spanish Fork City

ATTEST:

_____, City Recorder

By: _____
Name: _____
Title: Mayor, Springville City

Lessee:

San Miguel Valley Corporation

By: _____
Name: _____
Title: _____

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of July 2011, by Jennifer Christopulos, a Senior Vice President of Zions First National Bank, a national banking association, for and on behalf of such national banking association.

NOTARY PUBLIC

STATE OF UTAH)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of July 2011, by _____, the Mayor of Spanish Fork City, a municipality and political subdivision of the State of Utah, for and on behalf of said municipality.

NOTARY PUBLIC

STATE OF UTAH)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of July 2011, by _____, the Mayor of Springville City, a municipality and political subdivision of the State of Utah, for and on behalf of said municipality.

NOTARY PUBLIC

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of July 2011, by _____, the _____ of San Miguel Valley Corporation, a Colorado corporation, for and on behalf of said corporation.

NOTARY PUBLIC

EXHIBIT A

Legal Description of the Property

STAFF REPORT

DATE: 8/30/2011
TO: Honorable Mayor and City Council
FROM: Cris Child – Airport Manager
SUBJECT: Extend Runway 12/30 (Design and Wetlands Mitigation), Grant Offer

RECOMMENDED MOTION

Motion to Accept

BACKGROUND

This FAA Grant Offer covers the Design and Wetlands Mitigation for the Shift of Runway 12/30 to the Northwest. This is the first of several expected federal grants over the next 3 or 4 years related to this project.

DISCUSSION

Over the past several years we have been working with the Army Corps of Engineers on Wetland Issues pertaining to the Airport. We have now completed the Environmental Assessment and the FAA has issued a finding of No Significant Impact which will allow the project to move forward as planned.

ALTERNATIVES

FISCAL IMPACT

Funding for the City Match on this project was included in the Budget already approved by the City Councils.

Name Cris Child
Title Airport Manager

Attachments
FAA Grant Offer

CITY COUNCIL AGENDA
September 6, 2011

GRANT AGREEMENT

Federal Aviation
Administration

Part I - Offer

Date of Offer:

Airport: Spanish Fork-Springville

Project Number: 3-49-0034-19

Contract Number: DOT-FA11NM-10XX

DUNS #: 073119422

To: Cities of Spanish Fork and Springville, Utah
(herein called the "Sponsor")

From: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

Whereas, the Sponsor has submitted to the FAA a Project Application dated August 10, 2011 for a grant of Federal funds for a project at or associated with the Canyonlands Field Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

Whereas, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

Extend Runway 12/30 (Design and Wetlands Mitigation),

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 95.00 per centum thereof.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$1,019,216. For the purpose of any future grant amendments, which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$-0- for planning
\$1,019,216 for airport development.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before September 14, 2011, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or

other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons, who may arise from, or be incident to, compliance with this grant agreement.

Special Conditions

9. The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the "Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects," dated June 2, 2010, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
10. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
11. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - a. may not be increased for a planning project;
 - b. may be increased by not more than 15 percent for development projects;
 - c. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
12. The Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.
13. The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the State of Utah, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
14. The sponsor agrees to monitor progress on the work to be accomplished by this grant. For consultant services, the Sponsor agrees to make payment only for work that has been satisfactorily completed. It is understood by and between the parties hereto that the approximate value of the final project documentation is ten percent (10%) of the total value of the engineering services contract, and that amount will not be paid to the Engineer until acceptable final project documentation is provided.

15. **TRAFFICKING IN PERSONS:**

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 49 CFR Part 29.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

16. **A-133 Audit:** The Sponsor shall provide for a Single Audit in accordance with Office of Management and Budget Circular A-133. The Sponsor shall submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/fac/collect/ddeindex.html>. The Sponsor shall also provide one copy of the completed A-133 Audit to the Denver Airports District Office.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by Title 49, U.S.C., Subtitle VII, Part B, as amended constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Manager, Denver Airports District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and do hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this _____ day of _____, 2011.

CITY OF SPANISH FORK, UTAH

(SEAL)

(Signature Sponsor's Designated Official Representative)

By: _____
(Typed Name of Sponsor's Designated Representative)

Attest: _____

(Typed Title of Sponsor's Designated Official Representative)

Certificate of Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this ____ day of _____, 2011.

Signature of Sponsor's Attorney

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements in the Project Application and incorporated materials referred to in the foregoing Offer and do hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this _____ day of _____, 2011.

CITY OF SPRINGVILLE, UTAH

(SEAL)

(Signature Sponsor's Designated Official Representative)

By: _____
(Typed Name of Sponsor's Designated Representative)

Attest: _____

(Typed Title of Sponsor's Designated Official Representative)

Certificate of Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 2011.

Signature of Sponsor's Attorney



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: September 1, 2011
Re: 200 East Asphalt Overlay Cooperative Agreement

STAFF REPORT

UDOT is in the midst of constructing a storm drain down 200 East as part of the I-15 CORE project. We have negotiated with them to pay the material costs to overlay 200 East at the end of the project. It is anticipated that UDOT will complete their storm drain project this year. We will then let the trench settle out over the winter and then next summer place a 2 inch overlay over the entire street extending from approximately 1500 North to the north railroad tracks at approximately 2000 North. City crews will install the overlay and UDOT will pay for the asphalt. We recommend that the city council approve this agreement.

Attached: agreement





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

200 EAST ASPHALT OVERLAY COOPERATIVE AGREEMENT

UDOT Finance Number _____

**SPANISH FORK CITY
200 EAST ASPHALT OVERLAY COOPERATIVE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT", and the SPANISH FORK CITY, a Registered Municipality in the State of Utah, hereinafter referred to as the "City",

WHEREAS, UDOT has awarded a design-build highway project identified as Project MP-I15-6(178)245; Utah County, hereinafter referred to as the "Project", located in Utah County, Utah; and

WHEREAS, the parties have determined that upon completion of the Project storm drain work within 200 East a particular roadway section of 200 East will necessitate an asphalt overlay covered by this agreement in accordance with the terms and conditions contained herein.

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

1. Upon completion of the Projects storm drain work, UDOT shall give notification to City to begin its overlay work.
2. City shall provide all labor, equipment, and materials required to complete the work.
 - a. 200 East asphalt overlay limits will extend from 1500 North to the Union Pacific Railroad, approximately 2,200-ft.
 - b. Through its Project expenses, UDOT shall reimburse the City for the cost of asphalt materials for the roadway overlay not to exceed \$50,000.00. UDOT shall make actual cost reimbursement to the City within thirty days of receiving City's asphalt material receipts.



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

SPANISH FORK CITY 200 EAST ASPHALT OVERLAY COOPERATIVE AGREEMENT

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

Attest:

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....

Recommended for approval:

Utah Department of Transportation

Title: Engineering Director

Title: Project Director

Date: _____

Date: _____

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

UDOT Comptroller Office Contract Administrator

Date: _____



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: September 1, 2011
Re: Cold Springs Drain Line Project - 2011

STAFF REPORT

This project is to install a pipeline that will immediately serve as a drain line for the Cold Springs source protection area. In the future it will be a transmission line with the ability to pick up all the excess spring water from Cold Springs and either use it for city demand or drain it to the river by automatic valves.

Kriser Construction was the apparent low bid for the project but after discussing equipment, deadline and experience issues with them they have chosen to withdraw their bid. The lowest responsible bidder then became B.D. Bush for the amount of \$278,787. The cost for this project is budgeted in the approved city budget. The notice of award was sent out on this project to keep it on schedule and we are now recommending that the city council ratify that award.

Attached: tabulation



SPANISH FORK CITY
Cold Springs Drain Line Project 2011
Bid Tabulation
August 5, 2011

NO.	ITEM	QTY	UNIT	Kriser*	BD Bush**	Vancon	AVG
				UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Mobilization	1	LS	\$25,000.00	\$12,500.00	\$42,000.00	\$26,500.00
2	24" PVC C-905 Drain Line (DR-25) w/ Liner	300	LF	\$140.00 \$42,000.00	\$247.00 \$74,100.00	\$485.00 \$145,500.00	\$290.67
3	30" PVC C-905 Drain Line (DR-25) w/ Liner	17	LF	\$150.00 \$2,550.00	\$311.00 \$5,287.00	\$492.00 \$8,364.00	\$317.67
4	30" PVC C-905 Drain Line (DR-25) w/o Liner	234	LF	\$185.00 \$43,290.00	\$268.00 \$62,712.00	\$546.00 \$127,764.00	\$333.00
5	42" Steel Casing	30	LF	\$650.00 \$19,500.00	\$720.00 \$21,600.00	\$1,560.00 \$46,800.00	\$976.67
6	STA: 0+00 Inlet Manhole	1	LS	\$14,500.00 \$14,500.00	\$5,500.00 \$5,500.00	\$10,500.00 \$10,500.00	\$10,166.67
7	STA: 0+00 Inlet Manhole	1	LS	\$9,750.00 \$9,750.00	\$8,000.00 \$8,000.00	\$10,500.00 \$10,500.00	\$9,416.67
8	STA: 0+00 Inlet Manhole	1	LS	\$11,500.00 \$11,500.00	\$9,800.00 \$9,800.00	\$10,500.00 \$10,500.00	\$10,600.00
9	STA: 5+67.5 Connection	1	LS	\$42,000.00 \$42,000.00	\$16,500.00 \$16,500.00	\$46,000.00 \$46,000.00	\$34,833.33
10	24" Butterfly Valve (MJ)	1	LS	\$6,000.00 \$6,000.00	\$5,400.00 \$5,400.00	\$8,500.00 \$8,500.00	\$6,633.33
11	Clay Cutoff	6	EA	\$1,500.00 \$9,000.00	\$2,800.00 \$16,800.00	\$1,600.00 \$9,600.00	\$1,966.67
12	Rock Excavation (if req'd)	400	CY	\$25.00 \$10,000.00	\$69.00 \$27,600.00	\$82.00 \$32,800.00	\$58.67
13	24" PVC C-905 Drain Line & Coring into Ex Conc Box	1	LS	\$10,250.00 \$10,250.00	\$3,900.00 \$3,900.00	\$5,400.00 \$5,400.00	\$6,516.67
14	36" Steel Casing	16	LF	\$600.00 \$9,600.00	\$568.00 \$9,088.00	\$1,300.00 \$20,800.00	\$822.67
GRAND TOTAL:				\$254,940.00	\$278,787.00	\$525,028.00	

* Kriser used the original bid schedule which called out for 20 LF of 30" PVC C-905 Drain Line (DR-25) w/ Liner at a cost of \$150/ LF.

Krisers original bid is for \$259,050.00

** The bid received from BD Bush was \$278,476; The actual bid price is \$278,787 (according to their costs).



Staff Report to City Council

Agenda Date:	September 6, 2011
Staff Contacts:	Dale Robinson
Subject:	Canyon View Park & River Connector Trail Project Bid

Background Discussion:

The Canyon View Park Renovation project and the river connector trail going through the park were bid out together as one project. They are listed in the current budget as two separate projects. As part of this project we realigned the entrance and roadway into the park so that it would function better and be safer. We also added a section of additional trail from the trail head parking lot east of the golf course to the area in front of the church on river bottoms road. We have gone through the bid process for the construction and received three bids the lowest of which was Mitchell Excavation. The bids came in as follows:

Mitchell Excavation - \$316,135.65

RB Construction - \$371,765.60

Sunroc - \$384,236.35

Budgetary Impact:

In addition to this proposed bid we will have approximately \$220,000 in expenses to cover cost of asphalt, LEI engineering fees, landscape renovation, electrical, concrete by golf course, etc. The total project cost will be approximately \$536,000 and the budget for these two projects combined is \$617,000.

Recommendation:

Staff recommends awarding the bid for this project to Mitchell Excavation.

Attachments:

None. Specifics on bid line items can be obtained through the engineering department.



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: September 1, 2011
Re: Llewellyn Jones Right of Way Purchase Agreement 1000 North Widening Project

STAFF REPORT

As part of the North Park development project, 1000 North must be widened from Main Street to 200 East. This agreement is to purchase some of the right of way required to do that widening. The value of the property was established by appraisal at \$10,954.02. The costs for this acquisition will be paid for out of the approved RDA budget. We recommend that the city council approve this agreement.

Attached: agreement



**SPANISH FORK CITY 1000 NORTH PROJECT
PURCHASE AGREEMENT**

This agreement is entered between LLEWELLYN JONES #2, L.L.C. (Owner) and SPANISH FORK CITY (City) for the purpose of widening 1000 North along the property owned by Owner.

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

WHEREAS, City is desirous of obtaining property along both sides of 1000 North owned by Owner for the purpose of widening, improving and maintaining a public right-of-way;

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

1. City shall purchase 542.72 square feet of property along the North side of 1000 North described as follows:

BEGINNING AT A POINT WHICH IS LOCATED N00°27'57"W ALONG THE SECTION LINE 262.36 FEET EAST 476.26 FEET FROM THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N00°37'06"E 5.21 FEET; THENCE S89°06'03"E 130.44 FEET; THENCE S00°31'00"W 3.11 FEET; THENCE S89°58'32"W 130.45 FEET TO THE POINT OF BEGINNING.

CONTAINING: 542.72 SQUARE FEET

Together with a 10' Public Utility Easement, in perpetuity for installation, maintenance, repair, and replacement of public utilities, sidewalks, and appurtenant parts thereof and the right to reasonable access to grantor's land for the above described purposes. The Easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns. Said easement is described as follows:

A 10 FOOT PUBLIC UTILITY EASEMENT NORTH OF THE DESCRIBED PROPERTY PARALLEL TO AND ALONG THE NORTHERLY BOUNDARY LINES.

2. City shall purchase 500.52 square feet of property on the South side of 1000 North described as follows:

BEGINNING AT A POINT WHICH IS LOCATED N00°27'57"W ALONG THE SECTION LINE 193.57 FEET AND EAST 473.39 FEET FROM THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N00°37'06"E 2.78 FEET; THENCE N89°58'32"E 130.55 FEET; THENCE S00°31'00"W 4.89 FEET; THENCE N89°06'02"W 130.56 FEET TO THE POINT OF BEGINNING.

CONTAINING: 500.52 SQUARE FEET

Together with a 10' Public Utility Easement, in perpetuity for installation, maintenance, repair, and replacement of public utilities, sidewalks, and appurtenant parts thereof and the right to reasonable access to grantor's land for the above described purposes. The Easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns. Said easement is described as follows:

A 10 FOOT PUBLIC UTILITY EASEMENT SOUTH OF THE DESCRIBED PROPERTY PARALLEL TO AND ALONG THE SOUTHERLY BOUNDARY LINES.

3. City shall pay Owner \$10.50 per square foot for above described property being purchased. This price is based on an appraisal dated June 6, 2011 prepared by Nielsen and Company Real Estate Appraisers and Consultants. Report #11.104.C

4. City shall be responsible for all the improvements and costs associated with the widening of 1000 North.

5. City shall repair and replace all grass, flowers, shrubs, trees, fences, sprinkler systems, parking areas, walkways, asphalt, concrete, and any other improvements located on the easement property or adjacent property of grantor that may be damaged in the prosecution of any work Grantee, its agents, servants, employees, or contractors, and shall otherwise restore the surface condition to the same or substantially the same condition that it was in prior to such work by Grantee and leave the easement and adjacent property of Grantor in a clean condition free of litter and debris.

6. City shall pay Owner \$10,954.02 for this agreement. Total area purchased 1043.24 square feet.

7. The sum due shall be paid to Owner upon signing of the Warranty Deed.

DATED this _____ day of _____, 2011.

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

ATTEST:

KENT R. CLARK, Recorder

LLEWELLYN JONES #2, L.L.C. by:

MARCIA K. JONES

VICTOR KENT JONES

LLEWELLYN NEIL JONES

SHARON K. TRUJILLO

MARC F. JONES



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: September 1, 2011
Re: 2011 Sanitary Sewer and Waterline Upgrade, Change Order #2

STAFF REPORT

This change order is to adjust quantities and changes made to construct the 2011 Sanitary Sewer and Waterline Upgrade Project.

During the construction of the sanitary sewer in the cul-de-sac on Mount Loafer Circle, an existing sewer lateral had to be relocated where it ties into the new sewer main in order for it to have an acceptable grade. This relocation requires the coring of the newly installed sanitary sewer manhole.

There is sufficient budget left on the project to pay for this change order. We recommend that the city council approve this change order in the amount of \$600.

Attached: change order



Spanish Fork City

Contract Change Order

Change Order Number: **2**

Contract for	2011 Sanitary Sewer & Waterline Upgrade	Date	8/18/2011
Owner	Spanish Fork City		
To	Johnston and Phillips 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
SSMH Coring		\$500.00
Boot for Manhole		\$100.00
TOTALS :	\$-	\$600.00
NET CHANGE IN CONTRACT PRICE :	\$-	\$600.00

JUSTIFICATION

During the installation of the sanitary sewer in the Mount Loafer Circle cul-de-sac, a sewer lateral had to be installed at a different location than planned due to slope requirements. The lateral will require the new sanitary sewer manhole to be cored.

See attached memo

The amount of the contract will be increased by the sum of : Six Hundred Dollars and 00/100
Dollars \$600.00

The contract total including this and previous change orders will be : Three hundred thirty-five thousand seven hundred sixty-four dollars
and 75/100 Dollars **\$335,764.75**

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

Requested: _____
(Owner)

Date: _____

Recommended: _____
(Owner's Architect/Engineer)

Date: _____

Accepted: _____
(Contractor)

Date: _____



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: September 2, 2011
Re: Bureau of Reclamation Easement Encroachment Agreement for Cold Springs Drain Line Project

STAFF REPORT

The drain line project for Cold Springs involves crossing under the 96 inch pipeline that was installed down Spanish Fork Canyon as part of the Central Utah Project. This is the easement encroachment agreement required by the Bureau of Reclamation to allow us to construct this crossing.

We need this drain line to completely remove excess spring water from the source protection zone so that it does not collect, become contaminated and create a risk to our spring water supply. We recommend the city council approve this agreement.

Attached: agreement





United States Department of the Interior

BUREAU OF RECLAMATION

Upper Colorado Region
Provo Area Office
302 East 1860 South
Provo, Utah 84606-7317

IN REPLY REFER TO:

PRO-451
LND-6.00

AUG 29 2011

Mr. Chris Thompson
Spanish Fork City
40 South Main Street
Spanish Fork, UT 84660

Subject: Easement Encroachment Agreement - Spanish Fork City - Contract
No. 11-LM-41-0990 – Spanish Fork Canyon Pipeline, Reach 2 - Central Utah Project

Dear Mr. Thompson:

Enclosed are four originals of an Easement Encroachment Agreement, Contract No. 11-LM-41-0990, allowing Spanish Fork City to encroach upon a United States easement acquired for the Spanish Fork Canyon Pipeline, Reach 2 (Pipeline). When fully executed, this agreement will allow Spanish Fork City to install, operate, and maintain the following improvements associated with the construction of the Lower Crab Creek Transmission Line: a 24-inch C-905 PVC waterline within a 30-inch steel casing, and a 30-inch PVC drain line within a 42-inch steel casing, crossing under the Pipeline.

Please review this agreement and, if satisfactory, have all originals signed and notarized on behalf of Spanish Fork City and return them to this office for further handling. One original will be returned to your office after final signing by the Bureau of Reclamation. If you have any questions regarding this agreement, please contact Ms. Pauline Brown at 801-379-1089.

Sincerely,

David K. Krueger
Chief, Lands Group

Enclosure - 5 originals

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL UTAH PROJECT
BONNEVILLE UNIT
UTAH LAKE DRAINAGE BASIN WATER DELIVERY SYSTEM
SPANISH FORK CANYON PIPELINE, REACH 2

EASEMENT ENCROACHMENT AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND
SPANISH FORK CITY

This Easement Encroachment Agreement made this _____ day of _____ 2011, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as Reclamation Laws, among the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as the United States, and UTAH DEPARTMENT OF TRANSPORTATION (UDOT), hereinafter referred to as the Landowner and SPANISH FORK CITY, hereinafter referred to as the Landowner's Permittee.

WITNESSETH THAT:

WHEREAS, the United States is the Grantee of a certain non-exclusive easement acquired from UDOT for the Spanish Fork Canyon Pipeline, Reach 2 being recorded on June 9, 2009, Entry 63751 on Pages 1 through 6, in the official records of Utah County, State of Utah, hereinafter referred to as the Easement of the United States; and

WHEREAS, the Landowner's Permittee has requested permission of the Landowner to cross the Landowner's property in such a manner as to encroach upon the Easement of the United States in a manner more particularly specified hereinafter; and

WHEREAS, the United States is willing to agree to said encroachment, upon conditions more particularly specified hereinafter;

NOW, THEREFORE, the United States hereby agrees to encroachment upon the Easement of the United States by the Landowner's Permittee only to the extent and for the purposes set forth below:

The Landowner's Permittee will install, operate, and maintain the following improvements associated with the construction of the Lower Crab Creek Transmission Line: a 24-inch C-905 PVC waterline within a 30-inch steel casing, and a 30-inch PVC drain line within a 42-inch steel casing, crossing under the Spanish Fork Canyon Pipeline, Reach 2, at Section 12, Township 9 South, Range 3 East, Salt Lake Base and Meridian as shown on Exhibits B through E, attached hereto and by this reference made a part hereof.

The Landowner's Permittee will maintain a minimum clearance of four feet from the bottom of the canal to the top of the Spanish Fork Pipeline.

1. The federal agency is the Department of the Interior, Bureau of Reclamation, represented by the officer executing this Agreement, his duly appointed successor, or his duly authorized representative.

2. The United States guidelines for agreeing to such encroachment upon the Easement of the United States are shown on Exhibit "A," attached hereto and by this reference made a part hereof.

3. The Landowner's Permittee or its Contractor shall perform all work within the encroachment area in accordance with the plans, drawings, guidelines, and maps attached hereto, and in a manner satisfactory to the United States and the Central Utah Water Conservancy District, hereinafter called the District.

4. SEVERABILITY: Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

5. ILLEGAL USE: Any activity deemed to be illegal on Federal lands will be cause for immediate termination of the use authorization.

6. TERMINATION OF AGREEMENT: This agreement will terminate and all rights of the Landowner's Permittee hereunder will cease, and the Landowner's Permittee will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

After failure of the Landowner's Permittee to observe any of the conditions of this agreement, and on the tenth day following service of written notice on the Landowner's Permittee of termination because of failure to observe such condition.

7. HOLD HARMLESS: The Landowner's Permittee hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Landowner's Permittee activities under this agreement.

(a) In consideration of the United States agreeing to encroachment upon the Easement of the United States by the Landowner's Permittee, the Landowner's Permittee hereby agrees to indemnify and hold the United States and the District, their agents, employees, and assigns, harmless from any and all claims whatsoever for personal injuries or damages to property when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use or presence of the encroachment upon the Easement of the United States, regardless of the cause of said injuries or damages; provided, however, that

nothing in this agreement shall be construed as releasing the United States or the District from responsibility for their own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 989 (28 U.S.C. §1346(b), 2671 et seq.) or other applicable law.

(b) In consideration of the United States agreeing to the Landowner's Permittee encroaching upon the Easement of the United States, the Landowner's Permittee agrees that the United States shall not be responsible for any damage caused to facilities, equipment, structures, or other property if damaged by reason of encroachment upon the Easement of the United States by the Landowner's Permittee. The Landowner's Permittee hereby releases the United States and the District, their officers, employees, agents, or assigns, from liability for any and all loss or damage of every description or kind whatsoever which may result to the Landowner's Permittee from the construction, operation, and maintenance of Project works upon said lands; provided that nothing in this Agreement shall be construed as releasing the United States or the District from liability for their own negligence.

(c) If the maintenance or repair of any or all structures and facilities of the United States located on the easement area should be made more expensive by reason of the existence of the encroachment improvements or works of the Landowner's Permittee or its Contractor will promptly pay to the United States or the Landowner's Permittee, their agents or assigns, responsible for operation and maintenance of said structures or facilities, the full amount of such additional expense upon receipt of an itemized bill.

8. PROTECTION OF UNITED STATES INTERESTS: The Landowner's Permittee shall comply with all applicable laws, ordinances, rules, and regulations enacted or promulgated by any Federal, state, or local governmental body having jurisdiction over the encroachment.

9. UNRESTRICTED ACCESS: The United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever.

10. COVENANT AGAINST CONTINGENT FEES: The Landowner's Permittee warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this agreement without liability or in its discretion to require Landowner's Permittee to pay the full amount of such commission, percentage, brokerage, or contingent fee.

11. OFFICIALS NOT TO BENEFIT: No member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

12. SUCCESSORS IN INTEREST OBLIGATED: The provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto; provided, however, that no such heir, executor, administrator, personal representative, successor or assign of the Landowner's Permittee shall have the right to use, alter, or modify the encroachment in a manner which will increase the burden of the encroachment of the Easement of the United States.

13. This agreement makes no finding as to the right, title, or validity of the Landowner's Permittee or the encroaching interest, but merely defines the conditions under which the encroachment will not be deemed unreasonable by the United States.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

UNITED STATES OF AMERICA

UNITED STATES OF AMERICA

By: _____
Reed R. Murray
Program Director, DOI

By: _____
Curtis A. Pledger
Manager, Provo Area Office

LANDOWNER
UTAH DEPARTMENT OF
TRANSPORTATION

LANDOWNER'S PERMITTEE
SPANISH FORK CITY

By: _____
Title:

By: _____
Title:

CONCUR:

CENTRAL UTAH WATER CONSERVANCY DISTRICT

By: _____
Title:

ACKNOWLEDGMENT OF THE UNITED STATES

State of UT)
) ss.
County of UT)

On this _____ day of _____, 2011, personally appeared before me _____, known to me to be the _____ of the Provo Area Office, Bureau of Reclamation, Upper Colorado Region, United States Department of Interior, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of the United States of America pursuant to authority delegated to him.

(NOTARY SEAL)

Notary Public

ACKNOWLEDGMENT OF THE UNITED STATES

State of UT)
) ss.
County of UT)

On this _____ day of _____, 2011, personally appeared before me Reed R. Murray, known to me to be the Program Director of the Bureau of Reclamation, United States Department of Interior, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of the United States of America pursuant to authority delegated to him.

(NOTARY SEAL)

Notary Public

ACKNOWLEDGMENT OF SPANISH FORK CITY

State of)
) ss.
County of)

On this _____ day of _____, 2011, personally appeared before me _____, to be known to be the _____ of Spanish Fork City, the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of Spanish Fork City, pursuant to authority delegated to him/her.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(NOTARY SEAL)

Notary Public

ACKNOWLEDGMENT OF UTAH DEPARTMENT OF TRANSPORTATION

State of)
) ss.
County of)

On this _____ day of _____, 2011, personally appeared before me _____, to be known to be the _____ of Utah Department of Transportation, the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of Utah Department of Transportation, pursuant to authority delegated to him/her.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(NOTARY SEAL)

Notary Public

ACKNOWLEDGMENT OF CENTRAL UTAH WATER CONSERVANCY DISTRICT

State of UT)
) ss.
County of SL)

On this _____ day of _____, 2011, personally appeared before me _____, to be known to be the _____ of Central Utah Water Conservancy District, the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of Central Utah Water Conservancy District, pursuant to authority delegated to him/her

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(NOTARY SEAL)

Notary Public

EXHIBIT "A"

ENCROACHMENT GUIDELINES FOR SPANISH FORK CANYON PIPELINE, REACH 2

PROTECTION CRITERIA

A. Surface structures that generally will be allowed to be constructed within United States rights-of-way include asphalt roadways, with no utilities within roadway, non reinforced parking lots, curbs, gutters and sidewalks, walkways, driveways. However, where United States system pipe has specific maximum and minimum cover designation the special requirements for roadways, parking lots and driveways crossing over the pipe shall be obtained from the United States for the maximum allowable external loading or minimum cover. **HOWEVER, IT IS UNDERSTOOD THAT ALL SURFACE STRUCTURES SHALL BE ANALYZED AND CONSIDERED ON AN INDIVIDUAL BASIS.**

B. Structures that may not be constructed in, on, or along United States rights-of-way include but are not limited to, permanent structures such as fences, retaining walls, block walls, buildings, garages, decks, carports, trailers, and swimming pools as designated by the United States.

C. No trees or vines will be allowed within the rights-of-way of the United States.

D. All temporary or permanent changes in ground surfaces within United States rights-of-way are to be considered to be encroaching structures and must be handled as such. Earthfills and cuts on adjacent property shall not encroach onto United States rights-of-way without prior approval by the United States.

E. Existing gravity drainage of the United States rights-of-way must be maintained. No new concentration of surface or subsurface drainage may be directed onto or under the United States rights-of-way without adequate provision for removal of drainage water or adequate protection of the United States rights-of-way.

F. Prior to construction of any structure that encroaches within United States rights-of-way, an excavation must be made to determine the location of existing United States facilities. The excavation must be made by or in the presence of water users or the United States.

G. Any contractor or individual constructing improvements in, on, or along United States rights-of-way must limit his construction to the encroaching structure previously approved and construct the improvements strictly in accordance with plans or specifications.

H. The ground surfaces within United States rights-of-way must be restored to a condition equal to that which existed before the encroachment work began or as shown on the approved plans or specifications

I. The owner of newly constructed facilities that encroach on United States rights-of-way shall notify the United States and/or the District upon completion of construction and shall provide the District with one copy and the United States with two copies of as-built drawings showing actual improvements in, on, or along the rights-of-way.

J. Except in case of ordinary maintenance and emergency repairs, an owner of encroaching facilities shall give the District at least 10 days notice in writing before entering upon United States rights-of-way for the purpose of reconstructing, repairing, or removing the encroaching structure or performing any work on or in connection with the operation of the encroaching structure.

K. If unusual conditions are proposed for the encroaching structure or unusual field conditions within United States rights-of-way are encountered, the United States reserves the right to impose more stringent criteria than those prescribed herein.

L. All backfill material within United States rights-of-way shall be compacted to 90 percent of maximum density unless otherwise shown. Mechanical compaction shall not be allowed within 6 inches of the projects works whenever possible. In no case will mechanical compaction using heavy equipment be allowed over the project works or within 18 inches horizontally of the projects works.

M. That the backfilling of any excavation or around any structure within the United States rights-of-way shall be compacted in layers not exceeding 6 inches thick to the following requirements: (1) cohesive soils to 90 percent maximum density specified by ASTM Part 19, D-698, method A; (2) noncohesive soils to 70 percent relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.

N. Any nonmetallic encroaching structure below ground level shall be accompanied with a metallic strip within the United States rights-of-way.

O. Owners of encroaching facilities shall notify the United States at (801) 379-1000 and/or the District at (801) 226-7100 at least forty-eight (48) hours in advance of commencing construction to permit inspection by the United States and/or the District.

P. No use of United States lands or rights-of-way shall be permitted that involve the storage of hazardous material.

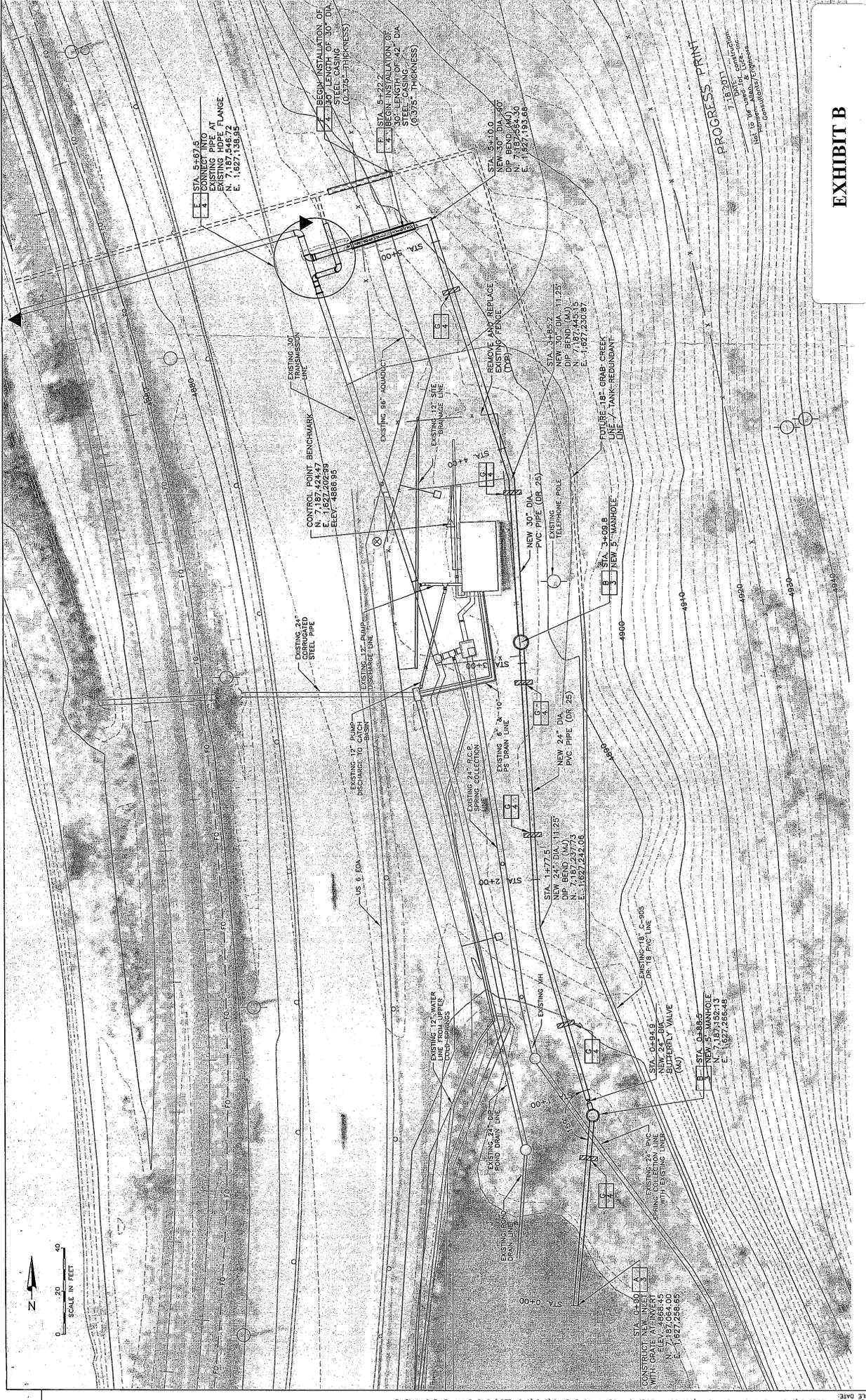


EXHIBIT B

DESIGNED TBT		3	NO.	DATE	REVISIONS	BY	APP.	SCALE AS SHOWN	SPANISH FORK CITY SPANISH FORK, UTAH 84660	COLD SPRINGS IMPROVEMENTS POND DRAIN PLAN	SHEET 1
DRAFTED JEB		2									348.10.100
CHECKED SCJ		1									
DATE		JULY 2011									
PROJECT ENGINEER											



FILE NAME: PROJECTS\348 - COLD SPRINGS IMPROVEMENTS\CA\GARDLES\POND DRAIN LINE 6-17.DWG
 PLOT DATE: 7/24/11



DESIGNED	TFL	3
DRAWN	LEB	2
CHECKED	SCJ	1
DATE	JULY 2011	INC.

HANSEN ALLEN & LUCE
 ENGINEERS

PROFESSIONAL ENGINEER
 NO. 20007
 STATE OF MISSOURI

NO.	DATE	REVISIONS

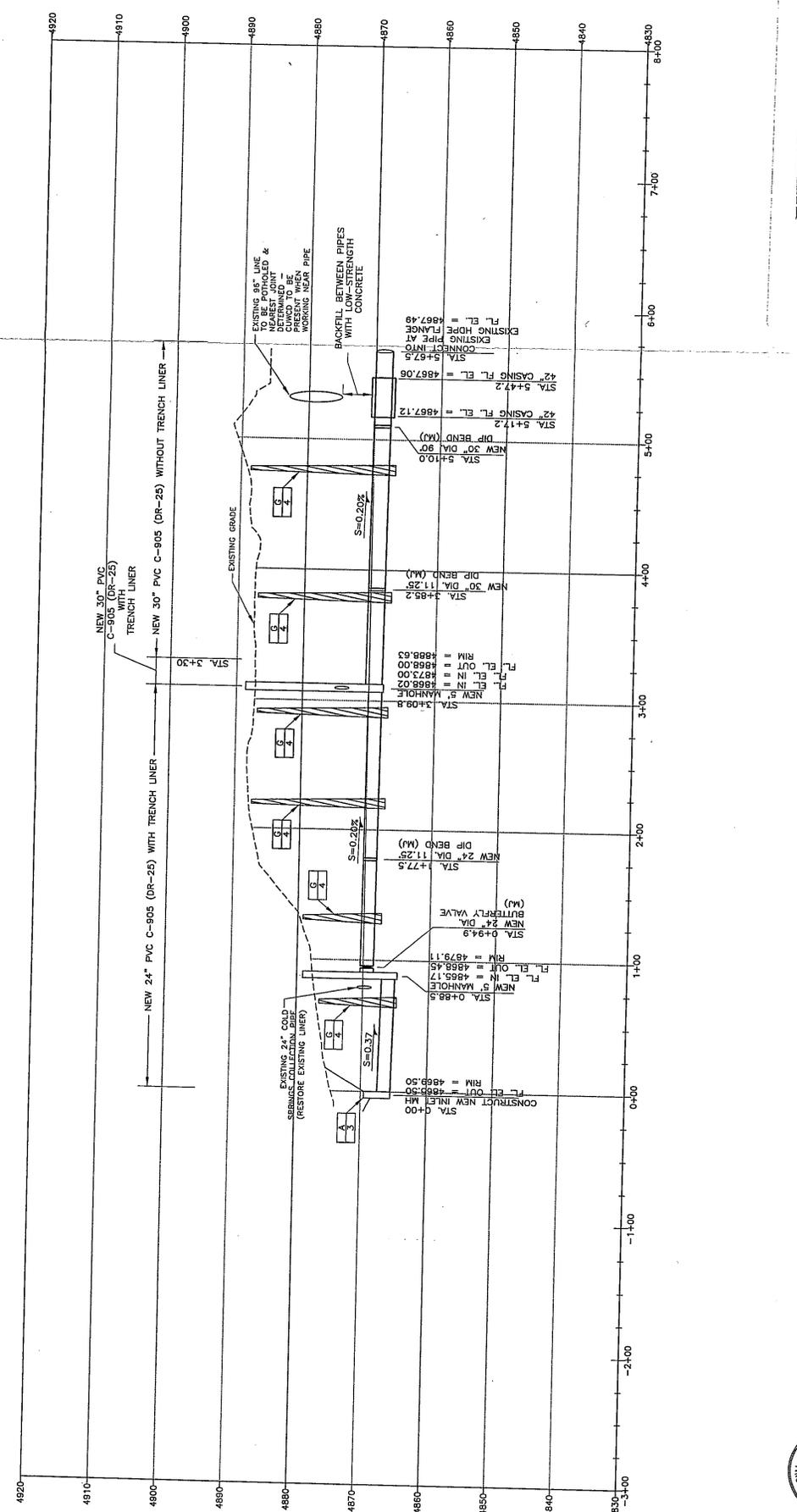
SCALE AS SHOWN

SPANISH FORK CITY
 SPANISH FORK, MISSOURI 64666

COLD SPRINGS IMPROVEMENTS
 POND DRAIN PROFILE

EXHIBIT C

SHEET 2
 348.10.100



CONSTRUCT NEW INLET MH
 STA. 0+00
 F.L. EL. IN = 4868.50
 RIM = 4868.50

NEW 5' MANHOLE
 STA. 0+88.5
 F.L. EL. IN = 4869.17
 RIM = 4879.11

NEW 24" DIA. BUTTERFLY VALVE
 STA. 0+94.9
 F.L. EL. IN = 4868.45

NEW 24" DIA. 11.25' DIP BEND (M)
 STA. 1+77.5

NEW 30" DIA. 90' DIP BEND (M)
 STA. 5+10.0

42" CASING F.L. EL. = 4867.12
 STA. 5+17.2

42" CASING F.L. EL. = 4867.06
 STA. 5+47.2

EXISTING HDPE FLANGE AT CONNECTION INTO
 STA. 5+67.5

EXISTING 96" LINE
 DETERMINED BY NEAREST JOINT & PRESENT WHEN WORKING NEAR PIPE

BACKFILL BETWEEN PIPES WITH LOW-STRENGTH CONCRETE

EXISTING GRADE

NEW 30" PVC C-905 (DR-25) WITHOUT TRENCH LINER

NEW 30" PVC C-905 (DR-25) WITH TRENCH LINER

NEW 24" PVC C-905 (DR-25) WITH TRENCH LINER

EXISTING 24" COLD SPRING MAIN LINES (RESTORE EXISTING LINES)

NEW 5' MANHOLE

NEW 24" DIA. BUTTERFLY VALVE

NEW 24" DIA. 11.25' DIP BEND (M)

NEW 30" DIA. 90' DIP BEND (M)

EXISTING HDPE FLANGE AT CONNECTION INTO

42" CASING F.L. EL. = 4867.12

42" CASING F.L. EL. = 4867.06

EXISTING 96" LINE DETERMINED BY NEAREST JOINT & PRESENT WHEN WORKING NEAR PIPE

BACKFILL BETWEEN PIPES WITH LOW-STRENGTH CONCRETE

EXISTING GRADE

NEW 30" PVC C-905 (DR-25) WITHOUT TRENCH LINER

NEW 30" PVC C-905 (DR-25) WITH TRENCH LINER

NEW 24" PVC C-905 (DR-25) WITH TRENCH LINER

EXISTING 24" COLD SPRING MAIN LINES (RESTORE EXISTING LINES)

NEW 5' MANHOLE

NEW 24" DIA. BUTTERFLY VALVE

NEW 24" DIA. 11.25' DIP BEND (M)

NEW 30" DIA. 90' DIP BEND (M)

EXISTING HDPE FLANGE AT CONNECTION INTO

42" CASING F.L. EL. = 4867.12

42" CASING F.L. EL. = 4867.06

EXISTING 96" LINE DETERMINED BY NEAREST JOINT & PRESENT WHEN WORKING NEAR PIPE

BACKFILL BETWEEN PIPES WITH LOW-STRENGTH CONCRETE

EXISTING GRADE

NEW 30" PVC C-905 (DR-25) WITHOUT TRENCH LINER

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EXISTING 24" COLD SPRING MAIN LINES (RESTORE EXISTING LINES)

NEW 5' MANHOLE

NEW 24" DIA. BUTTERFLY VALVE

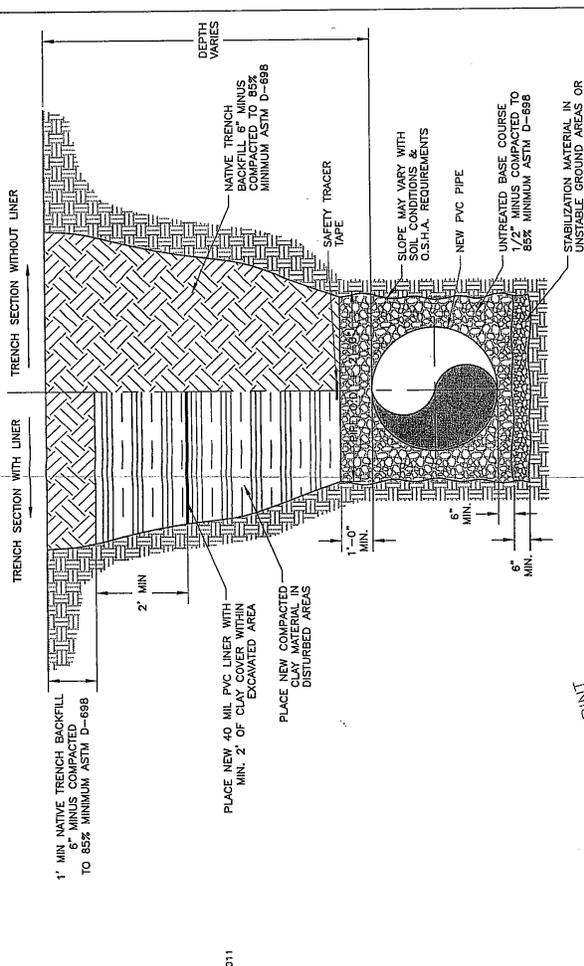
NEW 24" DIA. 11.25' DIP BEND (M)

NEW 30" DIA. 90' DIP BEND (M)

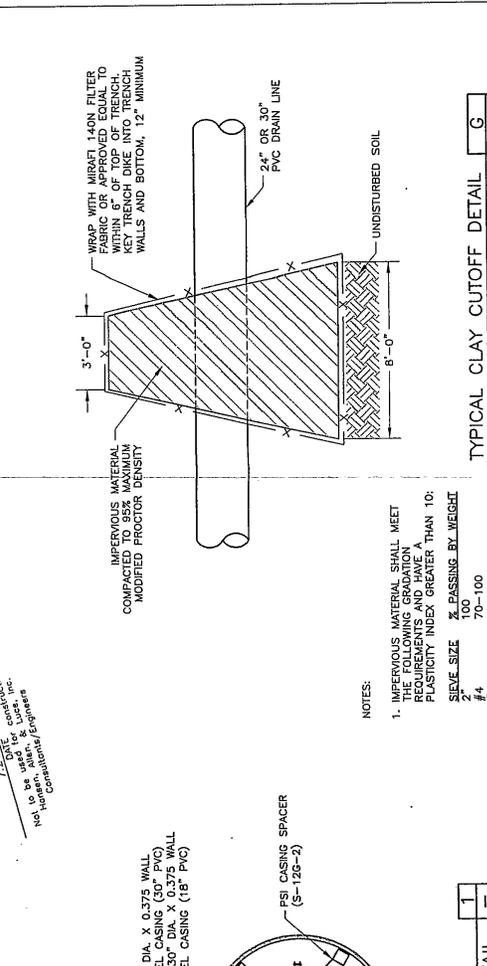
EXISTING HDPE FLANGE AT CONNECTION INTO

42" CASING F.L. EL. = 4867.12

42" CASING F.L. EL. = 4867.06



TYPICAL TRENCH DETAIL



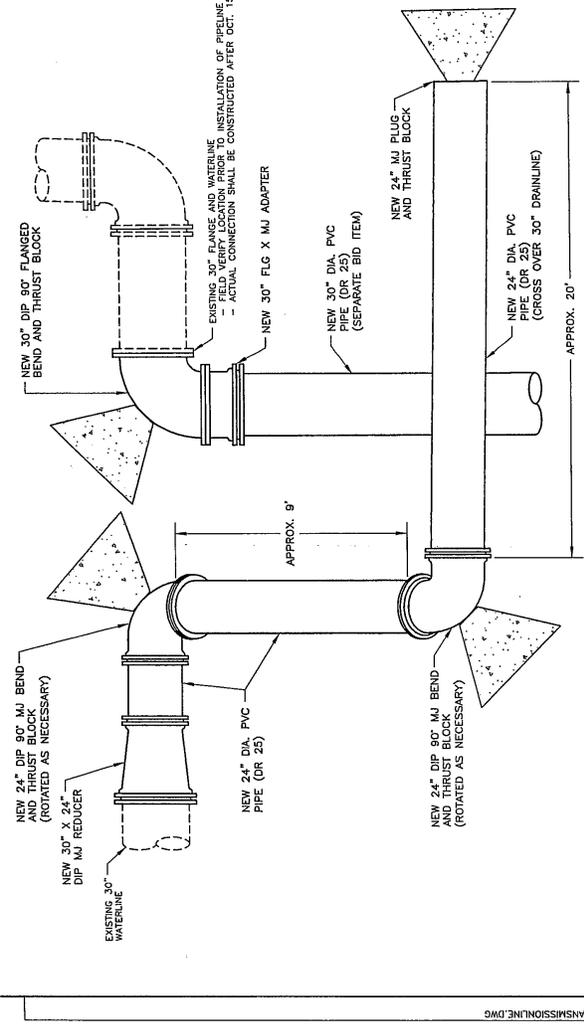
TYPICAL CLAY CUTOFF DETAIL G

NOTES:

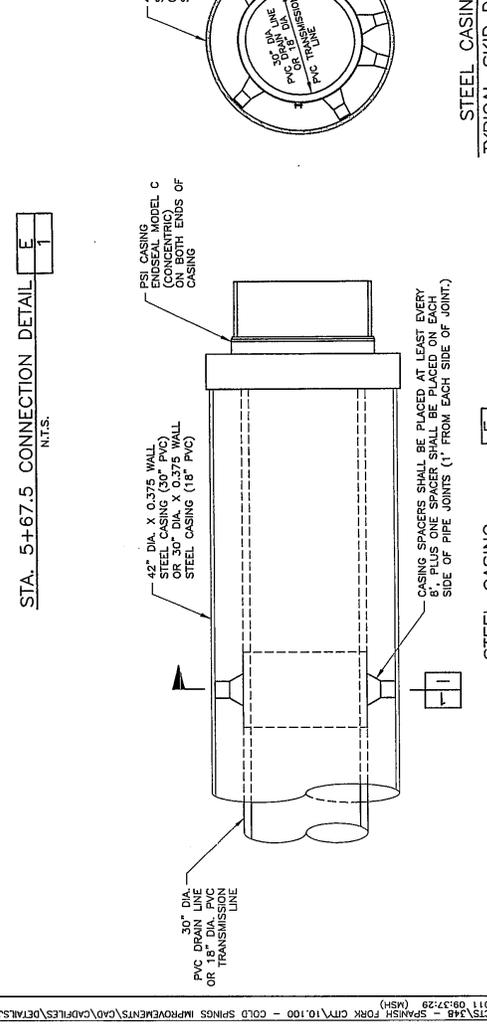
- IMPERVIOUS MATERIAL SHALL MEET ALL OF THE FOLLOWING REQUIREMENTS AND HAVE A PLASTICITY INDEX GREATER THAN 10:

SIEVE SIZE	% PASSING BY WEIGHT
2"	100
#4	70-100
#200	50-100

PROGRESS PRINT
7.31.2011
Not to be used for construction.
Hansen Allen & Luce, Inc.
Consulting Engineers



STA. 5+67.5 CONNECTION DETAIL E



STEEL END SEAL DETAIL F
STEEL SKID DETAIL

NOTES:

- CASING SPACERS SHALL BE PLACED AT LEAST EVERY 6\"/>

PROJECT ENGINEER: [] DATE: JULY 2011

DESIGNED TBT	3
DRAWN JEB	2
CHECKED SCJ	1
DATE	NO.

PROJECT: SPANISH FORK CITY 40 SOUTH MAIN SPANISH FORK, UTAH 84660

SCALE: NOT SCALE

BY: []

REVISIONS:

DATE: 7/21/2011 09:37:29 (MSH)

FILE NAME: PROJECTS\348 - SPANISH FORK CITY\10.100 - COLD SPINGS IMPROVEMENTS\CAD\CADFILES\DETAILS\IGH_M_TRANSMISSIONLINE.DWG

348.10.100 4

EXHIBIT D

COLD SPINGS IMPROVEMENTS
DETAILS - SHEET 2

SPANISH FORK CITY



Project
Location

TOWNSHIP 9 SOUTH RANGE 3 EAST
SECTION 12
SPANISH FORK PEAK QUAD

EXHIBIT E





TO: Honorable Mayor G. Wayne Andersen and Esteemed City Council
FROM: Dave Anderson, Community Development Director
DATE: August 25, 2011
RE: Proposed Changes Signage Regulations

Off-site Directional Signs. By way of additional explanation on the first proposed change, I offer the following explanation. We changed our ordinance back in 2006 to permit builders to place subdivision directional signs off-site. At present, we permit four off-site directional signs for each subdivision in the City.

It was envisioned that a developer would manage the permitted signage so as to direct traffic to a development. However, we have not dealt with situations where a subdivision's developer has been involved. Instead, we have individual builders in subdivisions each placing four signs around the City. Often times, these signs are placed by builders to advertise their companies rather than to direct traffic to a subdivision.

With that said, I feel it is important to permit builders to have off-site advertising signs in order to direct traffic to their projects. Therefore, it is proposed that the City change the regulatory approach so that each builder in a development will be able to have their own off-site development sign. By permitting signs by builder instead of simply permitting four per development I believe we can be more uniform and equitable with respect to how we regulate off-site directional signs while still providing builders with valuable exposure. The following is an excerpt of the code that describes the proposed changes (page 41 of Chapter 5):

3. Subdivision Advertising Signs.
 - a. One sign is permitted at each major entry, with a maximum of four signs per subdivision.
 - b. In addition, Two four** off-site directional signs **per builder subdivision are** allowed, subject to obtaining a permit as set forth in section 090 of this chapter. **Off-site directional signs must contain the name of the development and its address. For purposes of regulating off-site directional signs, a development is recognized as a residential subdivision with a currently approved preliminary plat.**
 - c. One roof-mounted sign is permitted for each subdivision. Roof-mounted signs shall be banners that adhere directly to the roof of the structure they are installed upon. Roof-mounted signs may not extend above the roofline of the**

structure they are installed upon. Roof-mounted signs must be located on a home in the subdivision they are advertising. Roof-mounted signs may not be larger than sixteen (16) feet by forty (40) feet.

d. Trailers located in a subdivision may advertise the name of the company that owns the trailer but may not advertise any subdivision.

e. Each sign shall have a maximum area of thirty-two (32) square feet and a maximum height of eight (8) feet.

f. No sign permit shall be issued until a final plat has been recorded.

g. Such signs may be maintained until ninety percent (90%) of the lots in the subdivision are sold or the sales office closes, whichever occurs first.

In addition to modifying the requirements for the off-site signs, I've suggested that we add the regulations I've included to address roof-mounted signs and trailers. Please feel free to contact me with any questions you might have about these proposals.

ORDINANCE NO. 14-11

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 ordinance be adopted:

I SECOND the foregoing motion:

ORDINANCE 14-11

AN ORDINANCE AMENDING THE SUBDIVISION SIGN REQUIREMENTS OF SPANISH FORK CITY

WHEREAS, signs are an important source of advertising, but if not properly regulated, can become an eyesore and a detriment to the City, and

WHEREAS, subdivision signs are an important way for developers and/or builders to notify potential buyers where their subdivision is located, but can become a nuisance to other residents if not carefully regulated; and

WHEREAS, Spanish Fork City has adopted an ordinance which regulates subdivision advertising signs, and

WHEREAS, amendments are necessary from time to time in order to accommodate the needs of business, while maintaining the aesthetics of the community;

NOW THEREFORE, in order to protect the health, safety, and welfare of the residents of the City, the Spanish Fork City Council hereby enacts and ordains as follows:

I.

Spanish Fork City Municipal Code §5.36.050(3) "Subdivision Advertising Signs" is hereby amended to read as follows:

5.36.050. Permitted Temporary Signs.

3. Subdivision Advertising Signs

- a. One sign is permitted at each major entry, with a maximum of four signs per subdivision.
- b. Two off-site directional signs per builder are allowed, subject to obtaining a permit as set forth in section 090 of this chapter. Off-site directional signs must contain the name of the development and its address. For purposes of regulating off-site directional signs, a development is recognized as a residential subdivision with a currently approved preliminary plat.
- c. One roof-mounted sign is permitted for each subdivision. Roof-mounted signs shall be banners that adhere directly to the roof of the structure they are installed upon. Roof-mounted signs may not extend above the roofline of the structure they are installed upon. Roof-mounted signs must be located on a home in the subdivision they are advertising. Roof-mounted signs may not be larger than sixteen (16) feet by forty (40) feet.
- d. Trailers located in a subdivision may advertise the name of the company that owns the trailer but may not advertise any subdivision.
- e. Each sign shall have a maximum area of thirty-two (32) square feet and a maximum height of eight (8) feet.
- f. No sign permit shall be issued until a final plat has been recorded.
- g. Such signs may be maintained until ninety percent (90%) of the lots in the subdivision are sold or the sales office closes, whichever occurs first.

II.

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

DATED this 6th day of September, 2011.

G. Wayne Andersen, Mayor

Attest:

KENT R. CLARK, City Recorder

**SPANISH FORK CITY
STAFF REPORT TO CITY COUNCIL**



Agenda Date:	September 6, 2011
Staff Contacts:	Seth Perrins, Assistant City Manager Junior Baker, City Attorney
Reviewed By:	Chris Thompson, Public Works Director Dave Oyler, City Manager
Subject:	Ron Mendell Notice of Claim

Background Discussion:

Spanish Fork City received a notice of claim from Mr. Ron Mendell who lives adjacent to the Spanish Fork River. During the 2011 Spring run-off, the City's river consultants advised the City that future anticipated river bank stabilization work needed to be done immediately.

The City acted on their recommendation and quickly began doing work in several back yards after communicating with the homeowners.

Mr. Mendell has sent the City a notice of claim through his attorney and has alleged many damages from the work undertaken on his property. Mr. Mendell's notice of claim also included a provision that his letter would be sent to the local media.

Spanish Fork City advised Mr. Mendell through his attorney rather than to go to the local media, the City would discuss this matter in a public City Council meeting. Staff will present information for the City Council and the public regarding this matter.