



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 October 4, 2011**.

AGENDA ITEMS:

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

- a. Pledge, led by invitation
- b. Recognize City Staff that maintain the Main Street Planter Boxes

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: Seth Perrins - Citizens Support Center

5. CONSENT ITEMS:

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

- a. * Minutes of Spanish Fork City Council Meeting – [September 20, 2011](#)
- b. * [Nebo School District Connectors Agreement](#)

6. NEW BUSINESS:

- a. * [Development agreement with Nebo School District](#)
- b. * [Public Works Shop with Lean-to and Free Standing Lean-to RFP](#)
- c. * [Sewer Backup Assistance Policy](#)
- d. * [Fairgrounds Arena Buildings Architect Request for Proposals](#)
- e. [Arena Design & Construction Request for Proposals](#)

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.

Tentative Minutes
Spanish Fork City Council Meeting
September 20, 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; 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; Detective Cory Slaymaker; Angie Warner, Deputy Recorder.

Citizens Present: Aaron Stern, Jes Sommer, Dawson Scott, Jared Graham, Keith Hill, Spencer Searcy, Tyler Fry, Morris Flygare, Leah Jaramillo, Dal Hawlks, Cary Hanks, Brody Day, Matthew Frei, Ryan Hersley, William Barney Nye, Lubica Skumarova, Jason Karp, Gannon Moffitt.

CALL TO ORDER, PLEDGE, RECOGNITION:

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

Dale Robinson led in the pledge of allegiance.

PUBLIC COMMENTS:

Citizens were in attendance from last meeting regarding the crossing guard need on 400 North. They thanked the council for their actions in placing a crossing guard there for this school year.

Cary Hanks director of the Spanish Fork Salem Area Chamber of Commerce announced that the craft and business fair will be included with the farmers market this Saturday, September 24th. The scarecrow contest is up and going. Then, on October 12th there will be the "Meet the Candidate Night" here at the City Office. Send in your questions to candidate@sfcn.org. Ms. Hanks thanked all that were involved with the Queen's Kickers event.

COUNCIL COMMENTS:

Councilman Scoubes attended the American Legion meeting. They had the boy's state and girls state give their report on how the government works.

Councilman Dart thanked all that help with the great kickball event.

Councilman Leifson agreed with Councilman Scoubes on the great girls/boys state program. Councilman Leifson said he and the Council attended the ULCT conference and it was a great training and helps us become a better council.

Councilman Davis said the construction work is moving along at the cemetery. The City Youth Council is starting next month. Each high school will have an advisor so we will have students from each high school come at participate. The Fiesta Day Committee met and started scheduling dates for 2012.

Mayor Andersen announced that the city is looking for volunteer firefighters. At the ULCT Conference we recognized our City Manager Dave Oyler for his 35 years of service to our city.

49 There is construction that is going on at the fairgrounds. The rodeo arena is being torn down so
50 we can build a new one. Mayor Andersen met with Paul and Ann Black. They have some
51 documents of history regarding the fairgrounds that was actually built in 1937. Mayor Andersen
52 said that the City has lost a devoted citizen of our community, Sherm Huff. We are grateful that
53 the Fiesta Days Committee recognized he and his wife as the grand marshals this past Fiesta
54 Days. He will be missed and remembered.

55
56 **SPANISH FORK 101: Detective Cory Slaymaker – Scams affecting Senior Citizens**
57 Detective Slaymaker gave a presentation on fraud.

58
59 **CONSENT ITEMS:**
60 a. **Minutes of Spanish Fork City Council Meeting – September 6, 2011**
61 b. **Demolition Bid at Fairgrounds Ratification**

62
63 Councilman Leifson made a **motion** to **approve** the consent items.
64 Councilman Dart **seconded** and the motion **passed** all in favor.

65
66 **NEW BUSINESS:**
67 **Dal Hawks – I-15 CORE Presentation**
68 Mr. Hawks gave an update on the 1-15 construction.

69
70 **Spanish Fork Business Center Plat B, a proposed Preliminary Plat containing 2.68 acres located**
71 **at 2100 North Chappel Drive**

72 Dave Anderson said that staff recommends this item be approved with the following conditions:
73 *1. That the applicant stop the installation of utilities south of the north property line due to an*
74 *irrigation ditch with the provision that the applicant pay the City the cost to complete the utilities to the*
75 *north property line and that the City will complete the utilities when the property develops to the North.*
76 *2. That the applicant meet the City's Construction and Development Standards.*

77
78 Councilman Scoubes made a **motion** to **approve** the Spanish Fork Business Center Plat B, a
79 proposed Preliminary Plat containing 2.68 acres located at 2100 North Chappel Drive with the
80 following conditions:

81 *1. That the applicant stop the installation of utilities south of the north property line due to an*
82 *irrigation ditch with the provision that the applicant pay the City the cost to complete the utilities to the*
83 *north property line and that the City will complete the utilities when the property develops to the North.*
84 *2. That the applicant meet the City's Construction and Development Standards.*

85
86 Councilman Dart **seconded** and the motion **passed** all in favor.

87
88 **UDOT Cut Bridge Signal Agreement**
89 Chris Thompson said with the design to widen cut bridge the traffic signals will need to be
90 redesigned. Staff has contacted UDOT and asked for them to bear the cost of the redesign and
91 reconstruction of the traffic signal. UDOT agreed and this agreement is here for the City Council
92 to approve.

93
94 Councilman Dart made a **motion** to **approve** the UDOT Cut Bridge Signal Agreement.
95 Councilman Leifson **seconded** and the motion **passed** all in favor.

96
97 **River Connector Trail Construction Staking Task 1B**

98 Chris Thompson said this proposed change is to ask the Council to approve that the City hire LEI
99 do the construction staking for the River Connector Trail Project. This task is set at a not to
100 exceed the amount of \$15,000 and these funds are available in the approved budget.

101
102 Councilman Nielson made a **motion** to **approve** the River Connector Trail Construction Staking
103 Task 1B.

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

105

106 **River Connector Trail Project Change Order #1**

107 Chris Thompson said in the construction for the River Connector Trail Project we have found
108 some soft spots in the expansion area of the parking lot. Staff decided to bring in additional fill
109 and fabric for those areas. Staff also requested that 2 additional sleeves be added. And last, in
110 the process of removing tree trunks there were more found that needed to be removed as well.

111

112 Councilman Leifson made a **motion** to **approve** the River Connector Trail Project Change Order
113 #1.

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

115

116 **Main Street Water Main Project Change Order #1**

117 Chris Thompson said from 1600 North Main Street down to the rail road tracks the City will be
118 replacing a 12" line with a 16" in line. In the process of excavating the trench for this line the
119 contractor encountered a large amount of flowable fill. Also, add a 1" water service line, add two
120 fire hydrants and the removal of one hydrant.

121

122 Councilman Davis made a **motion** to **approve** the Main Street Water Main Project Change Order
123 #1.

124 Councilman Nielson **seconded** and the motion **passed** all in favor.

125

126 **Construction Standards Revision (Tabled from August 16, 2011)**

127 Chris Thompson this item was tabled from the August 16, 2011. Mr. Thompson reviewed the
128 following changes:

- 129 *-changes to the street cross sections, allowing HDPE pipe in water laterals, not allowing*
- 130 *sumps,*
- 131 *-updates to the pedestrian ramp standard to meet current ADA regulations and use cast*
- 132 *iron plates instead of pavers,*
- 133 *-requiring sewer clean outs at property line, storm drain trunklines shall be a minimum 15*
- 134 *inch RCP,*
- 135 *-replacing the requirement for a 1 inch overlay one year after a street is constructed with a*
- 136 *seal coat,*
- 137 *-clarifying driveway offset requirements and integration of the most up to date Utah*
- 138 *Chapter APWA standards.*

139

140 Mr. Thompson also added another change to section 39.01.010 B Improvements Made Before
141 Recording.

142

143 Councilman Davis made a **motion** to **approve** the Construction Standards Revision with the
144 following changes: 39.10 30C add "the developer shall provide the" and then the revision of
145 "improvements made before recording".

146 Councilman Nielson **seconded** and the motion **passed** all in favor.

147

148 Councilman Dart made a **motion** to adjourn to Closed Session for Personnel.

149 Councilman Leifson **seconded** and the motion **passed** all in favor at 7:21pm.

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ADJOURN

ADOPTED:

Angie Warner, Deputy Recorder

DRUSEH



MEMO

To: Mayor and Council
From: S. Junior Baker
Date: 20 Sept. 2011
Re: Nebo School District Connector's Agreement

On the Council agenda for October 4, is a connector's agreement for the Nebo School District for utilities installed on 2550 East, 130 North, and 100 South. These are water, irrigation water, sewer, and electric related to Maple Mountain High School and Sierra Bonita School. It follows the current policy of a 30 year time frame. All the utilities have a longer life than that. This is a standard connector's agreement and, thus, appears on the consent agenda.



CONNECTOR'S AGREEMENT

This Connector's Agreement made this 4th day of October, 2011, by and between Spanish Fork City, hereinafter called City, and Nebo School District hereinafter called District.

RECITALS

WHEREAS, District is the owner of real properties in Spanish Fork City; and,

WHEREAS, in order to develop those properties into a high school and elementary school, District has installed off site utility improvements which will benefit other properties as they develop in the future; and

WHEREAS, a portion of the cost of the off site improvements are due to upsizing for future growth and will be reimbursed from impact fees, leaving the balance to be recovered from the properties benefitting therefrom pursuant to this connector's agreement; and

WHEREAS, District installed a sixteen (16) inch culinary water line in 2550 East from 130 North to 100 South, a distance of 1,289 feet, at a cost of \$46,074.19, of which \$20,643.21 will be reimbursed from impact fees, leaving a balance due under this contract of \$25,430.98, or \$19.73 per foot; and

WHEREAS, District installed a twenty (20) inch culinary water line in 2550 East from the railroad tracks to 100 South, a distance of 2,598 feet, at a cost of \$128,272.75, of which \$81,435.16 will be reimbursed from impact fees, leaving a balance due under this contract of \$46,837.59, or \$18.03 per foot; and

WHEREAS, District installed a twelve (12) inch culinary water line in 130 North from 2050 East to 2550 East, a distance of 2,258 feet, at a cost of \$38,097.22, none of which will be reimbursed from impact fees, a cost of \$16.87 per foot; and

WHEREAS, District installed a twelve (12) inch culinary water line in 100 South from 2170 East to 2550 East, a distance of 1,830 feet, at a cost of \$31,857.19, none of which will be reimbursed from impact fees, a cost of \$17.41 per foot; and

WHEREAS, District installed a fourteen (14) inch irrigation water line in 2550 East from 130 North to 100 South, a distance of 1,289 feet, at a cost of \$32,419.46, of which \$10,760.81 will be reimbursed from impact fees, leaving a balance due under this contract of \$21,658.65, or \$16.61 per foot; and

WHEREAS, District installed a sixteen (16) inch irrigation water line in 2550 East from the railroad tracks to 100 South, a distance of 2,614 feet, at a cost of \$77,364.24, of which \$34,566.14 will be reimbursed from impact fees, leaving a balance due under this contract of \$42,798.10, or \$16.37 per foot; and

WHEREAS, District installed a ten (10) inch irrigation water line in 130 North from 2050 East to 2550 East, a distance of 2,258 feet, at a cost of \$29,505.41 none of which will be reimbursed from impact fees, a cost of \$13.07 per foot; and

WHEREAS, District installed a ten (10) inch irrigation water line in 100 South from 2170 East to 2550 East, a distance of 1,830 feet, at a cost of \$25,930.55, none of which will be reimbursed from impact fees, a cost of \$14.17 per foot; and

WHEREAS, District installed a twelve (12) inch sewer line in 130 North from 2050 East to 2550 East, a distance of 1,774 feet, at a cost of \$17,453.58, none of which will be reimbursed from impact fees, a cost of \$9.84 per foot; and

WHEREAS, District installed an electric line in 2550 East from 100 South to the south property line of the LDS Church property, a distance of 1,350 feet, at a cost of \$77,070.24, none of which will be reimbursed from impact fees, a cost of \$57.09 per foot; and

WHEREAS, District installed an electric line in 2550 East from the north property line of Maple Mountain Subdivision to Rio Grande Drive, a distance of 540 feet, at a cost of \$23,212.50, none of which will be reimbursed from impact fees, a cost of \$17.19 per foot; and

WHEREAS, Exhibit A, attached hereto and incorporated herein by this reference, identifies the utilities installed by District; and

WHEREAS, it is anticipated that other owners of adjacent property will, at some time in the future, desire develop their property; and

WHEREAS, those other property owners would have to install equivalent facilities to develop their property, if not already installed by District; and

WHEREAS, City has determined that it is just and proper that owners of property who develop and attach to the sixteen (16) inch culinary water line should reimburse District at the rate of \$9.86 per foot for the length of the property developed; and

WHEREAS, City has determined that it is just and proper that owners of property who develop and attach to the twenty (20) inch culinary water line should reimburse District at the rate of \$9.01 per foot for the length of the property developed; and

WHEREAS, City has determined that it is just and proper that owners of property who develop and attach to the twelve (12) inch culinary water line in 130 North should reimburse District at the rate of \$8.84 per foot for the length of the property developed; and

WHEREAS, City has determined that it is just and proper that owners of property who develop and attach to the twelve (12) inch culinary water line in 100 South should reimburse District at the rate of \$8.70 per foot for the length of the property developed; and

WHEREAS, City has determined that it is just and proper that owners of property who develop and attach to the sixteen (16) inch irrigation water line should reimburse District at

the rate of \$8.19 per foot for the length of the property developed; and

WHEREAS, City has determined that it is just and proper that owners of property who develop and attach to the fourteen (14) inch culinary water line should reimburse District at the rate of \$8.30 per foot for the length of the property developed; and

WHEREAS, City has determined that it is just and proper that owners of property who develop and attach to the ten (10) inch irrigation water line in 130 North should reimburse District at the rate of \$6.53 per foot for the length of the property developed; and

WHEREAS, City has determined that it is just and proper that owners of property who develop and attach to the ten (10) inch irrigation water line in 100 South should reimburse District at the rate of \$7.08 per foot for the length of the property developed; and

WHEREAS, City has determined that it is just and proper that owners of property who develop and attach to the twelve (12) inch sewer line in 130 North should reimburse District at the rate of \$4.92 per foot for the length of the property developed; and

WHEREAS, City has determined that it is just and proper that owners of property who develop and attach to the electrical line in 2550 East south of Maple Mountain High School should reimburse District at the rate of \$57.09 per foot for the length of the property developed; and

WHEREAS, City has determined that it is just and proper that owners of property who develop and attach to the electrical line in 2550 East north of Maple Mountain High School should reimburse District at the rate of \$17.19 per foot for the length of the property developed; and

NOW, THEREFORE, in consideration of ten dollars and other good and valuable consideration paid by District to City, the parties agree as follows:

1. City will require the payment of \$9.01 per frontage foot of property developed and connecting to the twenty (20) inch culinary water line shown on Exhibit A as a condition of permitting any owner of property connecting to the culinary water line to develop their property.

2. City will require the payment of \$9.86 per frontage foot of property developed and connecting to the sixteen (16) inch culinary water line shown on Exhibit A as a condition of permitting any owner of property connecting to the culinary water line to develop their property.

3. City will require the payment of \$8.44 per frontage foot of property developed and connecting to the twelve (12) inch culinary water line in 130 North shown on Exhibit A as a condition of permitting any owner of property connecting to the culinary water line to develop their property.

4. City will require the payment of \$8.70 per frontage foot of property developed and connecting to the twelve (12) inch culinary water line in 100 South shown on Exhibit A as a condition of permitting any owner of property connecting to the culinary water line to develop their property.

5. City will require the payment of \$8.19 per frontage foot of property developed and connecting to the sixteen (16) inch irrigation water line shown on Exhibit A as a condition of permitting any owner of property connecting to the culinary water line to develop their property.

6. City will require the payment of \$8.30 per frontage foot of property developed and connecting to the fourteen (14) inch irrigation water line shown on Exhibit A as a condition of permitting any owner of property connecting to the culinary water line to develop their property.

7. City will require the payment of \$6.53 per frontage foot of property developed and connecting to the ten (1) inch irrigation water line in 130 North shown on Exhibit A as a condition of permitting any owner of property connecting to the culinary water line to develop their

property.

8. City will require the payment of \$7.08 per frontage foot of property developed and connecting to the ten (10) inch irrigation water line in 100 South shown on Exhibit A as a condition of permitting any owner of property connecting to the culinary water line to develop their property.

9. City will require the payment of \$4.92 per frontage foot of property developed and connecting to the twelve (12) inch sewer line shown on Exhibit A as a condition of permitting any owner of property connecting to the culinary water line to develop their property.

10. City will require the payment of \$57.09 per frontage foot of property developed and connecting to the electrical line shown south of Maple Mountain High School on Exhibit A as a condition of permitting any owner of property connecting to the culinary water line to develop their property.

11. City will require the payment of \$17.19 per frontage foot of property developed and connecting to the electrical line shown north of Maple Mountain High School on Exhibit A as a condition of permitting any owner of property connecting to the culinary water line to develop their property.

12. That payment of the sum mentioned in the preceding paragraphs shall bear no interest from date hereof to date of payment.

13. That upon receipt of such sum, City agrees to remit said sum to District or its assignees.

14. That it shall be the responsibility of District, or its assigns, to advise City, in writing, of any impending development which likely would trigger the connector's fee. In no event shall City be liable for failure to make collection, it being understood and agreed that City will use

it's best efforts to make such collection.

15. This Connector's Agreement shall remain in place for a period of thirty years from the date hereof.

DATED this 4th day of October, 2011.

Nebo School District Board of Education by:

DEAN ROWLEY, President

Attest:

TRACY OLSON, Business Manager

Spanish Fork City by:

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder

NEBO SCHOOL DISTRICT DEVELOPMENT AGREEMENT FOR MAPLE MOUNTAIN HIGH SCHOOL

COME NOW the parties hereto, Nebo School District (Nebo) and Spanish Fork City (City), and enter into this development agreement to assure the orderly development of real property within City limits, while maintaining and enhancing property values.

Utah Code Ann. §10-9a-102 authorizes municipalities to enter into development agreements and City has authorized the negotiation and adoption of development agreements under appropriate circumstances where the proposed development contains outstanding features which advance the policies, goals and objectives of the Spanish Fork City Comprehensive General Plan, preserves and maintains the atmosphere desired by the citizens of City, and contributes to capital improvements which substantially benefit City.

Nebo owns real property within Spanish Fork City at 2550 East 51 North. Nebo has developed the property into a high school, and in doing so, has installed offsite utilities, including electrical power, culinary water, irrigation water, and sewer. The culinary water and irrigation water lines have been oversized to accommodate future growth. Nebo is entitled to reimbursement from impact fees for the culinary and pressure irrigation water lines which have been oversized.

NOW THEREFORE, the parties hereto contract, covenant, and agree as follows:

1. Nebo has constructed sixteen (16) and twenty (20) inch culinary water lines in 2550 East from 130 North to a point just north of SR-6, a distance of 3,887 feet at a cost of \$174,346.94. The lines were oversized from a twelve (12) inch line in order to accommodate future growth. The cost difference between the sixteen and twenty inch lines and a twelve inch line is \$102,078.37, which is to be reimbursed from impact fees.
2. Nebo has constructed fourteen (14) and sixteen (16) inch pressure irrigation water lines in 2550 East from 130 North to a point just north of SR-6, a distance of 3,918 feet at a cost of \$109,783.70. The lines were oversized from a twelve (12) inch line in order to accommodate future growth. The cost difference between the sixteen and fourteen inch lines and a twelve inch line is \$45,326.95, which is to be reimbursed from impact fees.
3. City has inspected and accepted the culinary water and pressure irrigation water lines constructed by Nebo and has incorporated them into its respective water systems.
4. Nebo will be reimbursed from culinary water impact fees the sum of \$102,078.37. City will disburse 100% of collected impact fees on a quarterly basis, pro-rated among all recipients of culinary water impact fees outstanding at any given time. The pro-rata amount will be calculated on the total amount originally owing, not the current balance. Thus, the amount reimbursed may vary, upward or downward, over the payback period.
5. Nebo will be reimbursed from pressure irrigation water impact fees the sum of \$45,326.95. This sum will be paid within sixty (60) days after the execution of this agreement.

6. This agreement represents the entire agreement between the parties hereto. All prior negotiations, understandings, or representations are merged herein and superceded hereby.
7. Any amendment to this agreement must be in writing and be signed by all the parties hereto.
8. In the event of breach in any of the obligations of this agreement, the non-breaching party shall be entitled to recover their attorneys fees, whether or not litigation is pursued.

DATED this 4th day of October, 2011

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

Kent R. Clark, Recorder

BOARD OF EDUCATION OF
NEBO SCHOOL DISTRICT by:

R. DEAN ROWLEY, Board President

Attest:

Tracy D. Olsen,
Business Administrator



Memo

To: Mayor & City Council
From: Chris Thompson, Public Works Director / City Engineer
Date: September 27, 2011
Re: Public Works Shop with Lean-to and Free Standing Lean-to RFP

STAFF REPORT

We have recently requested proposals for the Public Works Shop with Lean-to and Free Standing Lean-to project. The project consists of constructing a 4,800 square foot garage with an attached 1,600 square foot covered storage and a 2,400 square foot free standing covered storage. The storage area would be used to house paving equipment and store water fittings and pipe out of the sun and weather.

The lowest responsible bid was submitted by RB Construction at a cost of \$181,355 . The approved budget for this project is \$176,000. We have determined that capital money could be reallocated from the B&C Road Fund and water replacement capital budgets to make up the shortfall. We therefore recommend that the City Council approve the contract with RB Construction for the Public Works Shop with Lean-to and Free Standing Lean-to Project.

Attached: bid tabulation, proposed notice of award

SPANISH FORK CITY
Public Works Shop w/ Lean-to and Free Standing Lean-to

September 21, 2011

Bid Tabulation

Note: Bids shall include sales tax and all other applicable taxes and fees.

				RB Const	High Point Const	BC Building Corp	Patriot Const	Country Wide	B. Hansen Const	AVG
NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Pubilc Works Shop w/ Lean-to	1	LS	\$147,435	\$178,240	\$181,300	\$175,079	\$189,856	\$197,971	\$178,313.50
2	30' x 80' Lean-to	1	LS	\$33,920	\$33,546	\$40,617	\$49,370	\$46,799	\$67,592.15	\$45,307.36
GRAND TOTAL:				\$181,355.00	\$211,786.00	\$221,917.00	\$224,449.00	\$236,655.00	\$265,563.15	

NOTICE OF AWARD

DATE: October 5, 2011

TO: R. B. Construction & Concrete Inc.

P.O. Box 806

Spanish Fork, Utah 84660

PROJECT DESCRIPTION:

PUBLIC WORKS SHOP W/LEAN-TO AND FREE STANDING LEAN-TO

The OWNER have considered the bid submitted by you for the above described work in response to its Advertisement For Bids dated September 2nd & 3rd, 2011 and information for bidders.

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

\$181,355.00; ONE HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED FIFTY FIVE DOLLARS AND ZERO CENTS

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

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

DATED THIS ___ DAY OF _____, 2011.

SPANISH FORK CITY CORPORATION

BY: _____

G. Wayne Andersen, Mayor

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

BY: _____

THIS THE ___ DAY OF _____, 2011.

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



Agenda Date:	October 4, 2011
Staff Contacts:	Seth Perrins, Assistant City Manager
Reviewed By:	Dave Oyler, City Manager Chris Thompson, Public Works Director Jamie Chappel, Streets Division Manager Junior Baker, City Attorney
Subject:	Sewer Back-up Assistance Policy

Background Discussion:

During the past year, staff has arduously reviewed the City's policy for handling sewer back-ups. Several recent claims have caused staff to wonder if the current policy allows for abuse, over-payment and negative relations.

Historically, when a back-up has occurred, the City has called a Restoration Company to clean out the water. The Restoration Company would then say the carpet had to be thrown away; they would tear out two feet of sheetrock, any built-ins (like vanities or shelves) and basically remove anything in the home that was touched by the water. This was done, "according to insurance and industry standards."

Because the labor costs are tied to all the clean-up work done, the clean-up bill is usually between \$6,000 and \$10,000. In addition, with so much removed from the home, the restoration bill would also be very high. During the past seven years, the City has had eight claims that have cost more than \$10,000.

Spanish Fork City has a sewer maintenance plan in place, where sewer lines are cleaned every 2 to 3 years, and more troublesome lines are cleaned even more frequently. URMMA has determined that if the City follows this policy, the City is not liable for a sewer back-up. URMMA has also determined that the level of assistance that the City has been providing for back-ups has not been "limited" or "humanitarian" in any way, but has been nearly complete insurance-like coverage.

Because a sewer back-up is not the City's fault and likely not the affected home owner's fault, the City still wants to assist, but in a truly limited fashion. Staff has thoroughly discussed this matter and also researched various policies and practices from other cities. The Risk Management Committee, including Council Members Davis and Nelson, met on August 25 to discuss the City's policy and the attached proposal resulted from that meeting.

Budget Impact

This policy change may have a significant impact on the budget. Due to Spanish Fork's practice, the City has paid out over \$200,000 toward sewer claims over the last 7 years, the highest of any City in URMMA. If the City had followed a practice similar to the proposed policy, the may have paid out only \$125,000.

There is a large gap between those two numbers, but it is staff's belief that more work was done than needed and more items were thrown away and claimed than needed. If the City handled the previous claims from the last seven year with a similar policy, residents may have been more eager to do only what was necessary, saving everyone time and money.

Recommendation

The Risk Management Committee unanimously recommended approving this policy and staff further recommends this be done by resolution.

RESOLUTION No. 11-08

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 resolution be adopted:

I SECOND the foregoing motion:

RESOLUTION No. 11-08

A RESOLUTION ADOPTING A SEWER BACKUP NO-FAULT ASSISTANCE POLICY

WHEREAS Spanish Fork City owns and operates a sewer collection utility; and,

WHEREAS Spanish Fork residents have the capability to drain, flush, or otherwise have the ability to put many items into the sewer system that don't normally belong there; and

WHEREAS sewer man holes are required for normal operation and maintenance of the sewer system; and

WHEREAS a sewer man holed can be lifted and foreign objects dropped into the sewer line; and

WHEREAS Spanish Fork City has adopted and follows a regular sewer maintenance program; and

WHEREAS sewer back-ups can occur even shortly after regular maintenance, depending on what incompatible items are improperly placed in the sewer lines; and

WHEREAS Spanish Fork City and its residents are not liable for such backups;

WHEREAS Spanish Fork City also owns and operates a storm water system and other water utilities; and

WHEREAS foreign items, such as leaves, sticks, paper, buckets, large debris, etc., can enter the storm water system causing storm water to overflow into yards and homes, with little or no notice to the homeowners or to the City; and

WHEREAS underground water lines may break at any time, causing water to overflow into the streets and possibly into yards and homes; and

WHEREAS Spanish Fork City and its residents are not liable for such incidents;

THEREFORE, be it resolved by the Spanish Fork City Council as follows: that on October 4, 2011, the Spanish Fork City Council adopted a Sewer Backup No-Fault Assistance Policy.

1. A Sewer Backup No-Fault Assistance Policy is hereby adopted as attached hereto.

Dated this 4th day of October, 2011.

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder



Staff Report to City Council

Agenda Date:	September 30, 2011
Staff Contacts:	Dale Robinson
Subject:	Fairgrounds Arena Buildings Architect Request for Proposals

Background Discussion:

We have determined it necessary to hire an architect to design the restrooms and concessions facilities as part of the new rodeo arena. We sent out a request for proposals and received five. The fees included in the proposals came in as follows:

WPA Architecture	\$ 7,408.00
Mark Wilson Architects	\$26,405.00
Eaton Architecture	\$30,646.00
ASWN	\$31,425.00
EDA Architects	\$66,796.00

Budgetary Impact:

This will be taken from the fund set up for construction of the new rodeo arena.

Recommendation:

Staff recommends the council authorize the Mayor to enter into a professional service agreement with WPA Architecture to provide the indicated services for the proposed amount.

Attachments:

The service agreement was not available in time to include with this report. We will be using the standard legal agreement for professional services that engineering utilizes. It has been reviewed and approved by Junior Baker. Detailed proposals can be viewed in the engineering office.