



## 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 18, 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: Kent Clark - Elections

#### 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 – October 4, 2011
- b. \* Nebo School District & SFC Master Facility Use Interlocal Cooperation Agreement
- c. \* Wasatch Pallet Phasing Contract
- d. \* Easement Agreement with Covered Bridge Canyon Property Owners Association, Inc.
- e. \* Easement Agreement with Van T. Nguyen
- f. \* Spectrum Lease Agreement
- g. \* Cold Springs Drain Line Project Services during Construction, Task Order 3
- h. \* North Park Re-development Storm Drain Analysis Review, Task Order 4
- i. \* Main Street River Bridge Replacement LOMR, Bowen, Collins and Associates, Task Order 6
- j. \* Approval of Election Poll Workers
- k. \* PEHP LTD Firefighter Agreement
- l. \* Easement Agreement with Prescor Inc.
- m. \* Easement Agreement with Kelton and Sue Nee Patten

#### 6. NEW BUSINESS:

- a. \* Resolution #11-09 Extending The Life of Existing Connector's Agreements To More Closely Correspond To The Useful Life of The Infrastructure Installed
- b. Cartegraph Contract to provide permitting software
- c. Proposed modifications to the Legacy Farms CC&R's and Design Guidelines
- d. Crab Creek Trunkline Bid Award
- e. \* Cut Bridge Widening Design Modification 1
- f. \* Crab Creek Transmission Line Services during Construction, Task Order 2
- g. \* Indemnification Agreement for Use of the City of Saint George's Utility Pole Training Facility
- h. \* 2011 Fall Bank Stabilization Design and Permitting, Bowen Collins and Associates, Task Order 5

### ADJOURN:

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

Notice is hereby given that:

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

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

Tentative Minutes  
Spanish Fork City Council Meeting  
October 4, 2011

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

Staff Present: Dave Oyler, City Manager; Seth Perrins, Assistant City Manager; 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; Angie Warner, Deputy Recorder.

Citizens Present: Aaron Stern, Pat Parkinson, Natalie Taylor, Matt Taylor, Sarah Frey, Lori Catmull, Cary Hanks, Bjorn Pendleton, Ken Jensen, Natalie Jacobs, Robert Elzinga, Jordon Jacobs, Rachel Fabis, Paula Berns, Devin Berns, Lindon Morrill, Wes Swenson, Amy Wall, Kent Dansie, LaRee Allen, Darleen Madsen, Kayla Andrews, Landon Andrews, Brandon Gordon.

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

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

Robert Elzinga led in the pledge of allegiance.

**Recognition of City Staff that maintain the Main Street Planters**

Dale Robinson said the buildings and grounds crew is here tonight to be recognized for their efforts in the renovation of the Main Street planters.

Bill Bushman gave a short presentation on the process involved. Mr. Bushman then introduced and thanked his crew.

**PUBLIC COMMENTS:**

Bjorn Pendleton, president of the Arts Council, invited everyone to the Harvest Moon Hoorah that is this Saturday October 8<sup>th</sup> with events starting at 2:30pm.

Ken Jensen added that they have added a theater production this year. The production will run Wednesday through Friday evening at the Spanish Fork High School and then at the Harvest Moon Hoorah.

Sarah Frey is working with Nebo School District to help with National School Lunch Week that is October 10-14. The theme is "lets grow healthy" to encourage healthy eating.

Cary Hanks, Director of the Spanish Fork Salem Area Chamber of Commerce, thanked the parks staff for the beautiful planters and for adjusting trees so the business store fronts could be more visible. The scarecrows are starting to be added to the planters so if you would like to enter the contest contact the Chamber. Ms. Hanks reminded the public that October 12<sup>th</sup> will be the "Meet the Candidates" night at 6:00pm, email your questions to [candidate@sfcn.org](mailto:candidate@sfcn.org). The farmers market is running well. On October 22 there will be a craft and business fair again.

**COUNCIL COMMENTS:**

49 Councilman Davis said students are needed to sign up for the Youth City Council. If you are an  
50 interested student at Maple Mountain High School, Spanish Fork High School or American  
51 Leadership Academy contact your school advisor to sign up.

52  
53 Councilman Leifson attended the UMPA meeting and they are working hard to keep power rates  
54 low. Councilman Leifson also attended the SUVPS meeting and the new substation at Dry  
55 Creek should be running by the end of November.

56  
57 Councilman Dart commented on what a great place Spanish Fork is, there is always something  
58 going on. He said the reconstruction at Canyon View Park is coming along.

59  
60 Councilman Scoubes said the Harvest Moon Hoorah committee has done a great job putting the  
61 event together. He encouraged the public to come and enjoy the festivities.

62  
63 Mayor Andersen attended MAG meeting where they discussed transportation issues. There has  
64 been a study about putting an interchange at two locations, 2700 North and Center Street.  
65 There will be an open house for that study next week on October 13th at the Senior Center from  
66 4:30pm to 6:30pm.

67  
68 **SPANISH FORK 101:** Seth Perrins – Citizens Support Center  
69 Seth Perrins presented the new updated request system for citizens to ask questions or make  
70 requests.

71  
72 **CONSENT ITEMS:**

- 73 a. **Minutes of Spanish Fork City Council Meeting – September 20, 2011**  
74 b. **Nebo School District Connector's Agreement**

75  
76 Councilman Dart made a **motion** to **approve** the consent items.  
77 Councilman Davis **seconded** and the motion **passed** all in favor.

78  
79 **NEW BUSINESS:**

80 **Development Agreement with Nebo School District**

81 Junior Baker said Nebo School District installed various lines for culinary water and irrigation  
82 water to build Maple Mountain High School. Staff recommends reimbursement from impact fees  
83 for the oversized lines that are outlined in the agreement.

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85 Councilman Leifson made a **motion** to **approve** the Development Agreement with Nebo School  
86 District.

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

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89 **Public Works Shop with Lean-to and Free Standing Lean-to RFP**

90 Chris Thompson said the streets department has maintenance equipment garages that are full  
91 and so there is maintenance equipment that is outside in the weather. The water division has  
92 materials such as fittings and pipes out in the weather that should be under cover. Staff would  
93 like to add a shed with lean-to for the streets division and also, a free standing awning for the  
94 water division to help cover equipment and materials.

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96 Councilman Davis excused himself from this vote because he has done work with the low bidder.  
97

98 Councilman Nielson made a **motion** to **approve** the Public Works Shop with Lean-to and Free  
99 Standing Lean-to RFP awarded to RB Construction & Concrete Inc. for the amount of  
100 \$181,355.00.

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

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### 103 **Sewer Backup Assistance Policy**

104 Seth Perrins gave a presentation on the City sewer backup assistance policy. Staff proposes to  
105 include a dollar amount, \$0 - \$7,500 range of monies to assist with a sewer back up and for the  
106 citizen to sign a release that they cannot take any further action against the City.

107

108 Councilman Leifson asked if home owner's policies cover sewer backups.

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110 Mr. Perrins replied that typical policies do not.

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112 Councilman Davis made a **motion** to **approve** the Resolution 11-08 Adopting a Sewer Backup No-  
113 Fault Assistance Policy.

114 Councilman Nielson **seconded** and the motion **passed** all in favor with a roll call vote.

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### 116 **Fairgrounds Arena Buildings Architect Request for Proposals**

117 Dale Robinson said we put out an RFP to find an architect to help design new concession  
118 buildings and restroom buildings. Mr. Robinson presented the list of proposals. Staff  
119 recommends that the mayor sign the agreement for professional services with WPA Architecture.

120

121 Councilman Dart asked why their bid is so low compared to the other bids.

122

123 Mr. Robinson said they met with WPA Architecture and he said that he looked at it that he would  
124 have to design two buildings and replicate it 3 times.

125

126 Councilman Scoubes asked if they will be able to meet the timeline.

127

128 Mr. Robinson said yes.

129

130 Dave Oyler pointed out that there will be 3 restroom buildings and 3 concession buildings.

131

132 Councilman Dart asked the size of the buildings.

133

134 Mr. Robinson said the specs called for 36x20.

135

136 Councilman Leifson made a **motion** to **approve** the Mayor to sign the Fairgrounds Arena Buildings  
137 Architect Contract awarded to WPA Architecture for the amount of \$7,408.00.

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

139

### 140 **Arena Design & Construction Request for Proposals**

141 Dale Robinson presented the list for proposals to design the new arena. Staff recommends City  
142 Council approve the proposal from Great Western Park & Playground. Mr. Robinson reviewed the  
143 new design layout of the arena.

144

145 Mr. Robinson said they had a meeting with Utah County Commissioners and they are really  
146 excited for this facility and are willing to help with the finances.

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148 Mr. Robinson explained that this is just the design and construction of the arena, there will still be  
149 power and lighting, utility and street, infrastructure, etc. that will still need to be added.

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Mr. Robinson said in the next month or two we will be pouring footings before the frost comes. This company has estimated a completion date in May.

Councilman Dart made a **motion** to **approve** the Arena Design and Construction Request for Proposals in the amount of \$6,695,765.00 and the Mayor to sign the agreement with Great Western Park & Playground.

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

Steve Money added that we are going to have a lot more box seating so if anyone is interested please contact him to get on the list.

Councilman Leifson made a **motion** to adjourn.

Councilman Scoubes **seconded** and the motion **passed** all in favor at 7:54pm.

**ADJOURN**

**ADOPTED:**

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Angie Warner, Deputy Recorder



## MEMO

To: Mayor and City Council  
From: S. Junior Baker  
Date: 6 Oct. 2011  
Re: Nebo Facilities Agreement Amendment Consent Item

The October 18 council agenda contains a consent items for the Nebo School District Facilities Use Agreement Amendment. The Council, earlier, approved the Facilities Use Agreement with the School District. The key to the agreement is the exhibits. We anticipate amending the exhibits from time to time, as circumstances and needs change. These changes are in response to some minor administrative changes at the District and the addition of Maple Mountain High School and the use of that school by both Spanish Fork and Mapleton. Since the changes are minor, this appears as a consent item.



**NEBO SCHOOL DISTRICT & SPANISH FORK CITY**  
**MASTER FACILITY USE**  
**INTERLOCAL COOPERATION AGREEMENT**

THIS NEBO SCHOOL DISTRICT & SPANISH FORK CITY - MASTER FACILITY USE INTERLOCAL COOPERATION AGREEMENT (the "Agreement"), is made and entered into by and between the BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT ("School District"), a political subdivision of the State of Utah, of 350 South Main, Spanish Fork, Utah, 84660, and SPANISH FORK CITY ("City"), a political subdivision of the State of Utah, of 40 South Main, Spanish Fork, Utah, 84660.

**WITNESSETH**

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-101, et seq., public agencies, including political subdivisions of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action; and

WHEREAS, the School District and City, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action in the shared use of the School District's Facilities and the City's Facilities located in Spanish Fork, Utah, in conjunction with the School District's classes, programs, activities, and events; and the City's classes, programs, activities, and events, as described herein;

WHEREAS, the governing bodies of the School District and the City have by resolution agreed to adopt this Agreement to provide for the joint and cooperative action contained herein; and

WHEREAS, this Agreement shall replace and supercede the Nebo School District & Spanish Fork City - Master Facility Use Interlocal Cooperation Agreement approved and executed in November of 2009 by the School District and the City.

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

**SECTION ONE**  
**EFFECTIVE DATE AND DURATION**

This Agreement shall be effective on the date it is signed by the parties, and shall continue for a period of up to fifty (50) years, unless sooner terminated as provided herein.

**SECTION TWO**  
**ADMINISTRATIVE ENTITY**

The School District and City do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. However, the parties agree to establish a six (6) member Joint Governance Committee (the "Committee") comprised of the following individuals: (a) the Nebo School District Coordinator of School Services, or his/her designee; (b) the Nebo School District Operations Director, or his/her designee; (c) the Nebo School District Legal Counsel, or his/her designee; (d) the Spanish Fork City Manager, or his/her designee; (e) the Spanish Fork City Parks & Recreation Director, or his/her designee; and (f) the Spanish Fork City Attorney, or his/her designee. The Nebo School District Coordinator of School Services, or his/her designee, and the Spanish Fork City Parks & Recreation Director, or his/her designee, shall be the co-chairs of the Committee. This Committee shall meet as necessary and shall, in addition to any

other duties and responsibilities set forth in this Agreement, establish usage guidelines and rules, scheduling procedures, supervision and security, custodial duties, and payment of expenses associated with the Facilities, as described herein, subject to the terms and conditions of this Agreement. Governance of the Committee shall be by majority rule. In the event of a deadlock when there is an even division among the members of the Committee with respect to a matter concerning this Agreement, and the Committee members are unable to break the deadlock, the Superintendent of the School District and the City Manager shall mutually cast a final vote to break the deadlock.

### **SECTION THREE** **PURPOSE**

This Agreement is established for the purpose of sharing the use and maintaining the School District's Facilities and the City's Facilities located in or about Spanish Fork, Utah, in conjunction with the School District's classes, programs, athletic teams, activities, and events, including community school classes and programs; and the City's classes, programs, activities, and events, including city recreation teams and programs, and to set forth the respective duties and responsibilities of the School District and the City in conjunction therewith. Exhibit "A" attached hereto contains a list of the various School District Facilities along with the authorized uses, responsibilities, services and considerations of the City. Exhibit "B" attached hereto contains a list of the various City Facilities along with the authorized uses, responsibilities, services and considerations of the School District.

### **SECTION FOUR** **USE AND SCHEDULING OF FACILITIES**

**A. School District Facilities:** The School District shall have the exclusive use of its buildings, properties, and facilities (the "School District Facilities") during school hours and during school related classes, programs, athletic teams, activities, and events, including community school classes and programs. At other times when the School District Facilities are not being used by the School District, the City may schedule the use of the School District Facilities for appropriate City classes, programs, activities, and events, including city recreation teams and programs. The City acknowledges and agrees that the School District may allow other individuals and entities to generally schedule up to six (6) months in advance for use of the School District Facilities in accordance with Nebo School District's School Facility Use Policy #KA. The specific City classes, programs, activities, and events shall be pre-approved by the Committee to assure that such activities are proper and compatible with the School District Facilities, and in compliance with applicable School District policies, procedures, and directives. All scheduling and access arrangements for the use of the School District Facilities shall be coordinated through the respective school principals or assistant principals. The City may schedule dates and times for the use of the School District Facilities up to one (1) year in advance by using a School District form requesting use of School District Facilities. With the exception of the facilities located at Maple Mountain High School (the "MMHS Facilities"), to the extent legally and reasonably possible, the School District shall give the City second priority in scheduling the use of the School District Facilities (subsequent to the School District who has first priority). As to the MMHS Facilities, to the extent legally and reasonably possible, the School District shall jointly give Spanish Fork City and Mapleton City second priority in the scheduling and use of the MMHS Facilities (subsequent to the School District who has first priority). It is understood and agreed that Spanish Fork City and Mapleton City shall mutually coordinate their respective schedules and uses of the MMHS Facilities. In the event that Spanish Fork City and Mapleton City are unable to come to a mutual agreement as to their respective schedules and uses of the MMHS Facilities, the Superintendent of the School District or his/her designee shall, in his/her sole and absolute discretion, make the final decision to resolve the scheduling and use dispute. Said decision may include, but is not limited to: (a) the decision to allow either Spanish Fork City or Mapleton City the right to schedule and use the MMHS Facilities which are in dispute; or (b) the decision to not allow either Spanish Fork City or Mapleton City the right to schedule and use the MMHS Facilities which are in dispute. However, as with any scheduling of the School District Facilities, whether by the City or other

individuals or entities, school related classes, programs, activities, and events will take precedence. Emergency or unforeseen circumstances that require the use of the School District Facilities by the School District, as determined to be in the best interests of the School District, will take precedence over any prior scheduling by the City or any other individuals or entities. In the event the City disagrees with the School District's determination that there is an "emergency or unforeseen circumstance" which has taken precedence over the City's prior scheduled use of the School District Facilities, the City shall attempt to resolve the issue with the School District at the lowest level possible beginning with the school principal and continuing up to the Superintendent of the School District. Use of the School District Facilities by the City shall be in accordance with all the terms, conditions, rules, and regulations set forth in Nebo School District's School Facility Use Policy #ECF, which policy is incorporated fully herein and made a part of this Agreement. The City's use of the School District Facilities shall also be in accordance with the reasonable rules, regulations, and directions imposed by the school administrators and/or custodians. Upon giving reasonable prior notice to the City, the School District may prohibit the use of any of its Facilities in the event the Facility is in need of maintenance, repair, or restoration; the physical condition of the Facility is unsafe for the intended activity(ies); or for any other reason relating to the condition of the Facility deemed to be in the best interests of the School District as determined in its sole and absolute discretion. In consideration of the services and expenditures provided by the City for the use of the School District Facilities as set forth in Exhibit "A" hereto, there will be no rent charged for the City's use of the School District Facilities. However, the City shall be responsible to pay any and all costs for the employment of school personnel, such as supervisors, custodians, technicians, and food service workers. The City shall be entitled to use the School District Facilities subject to the following conditions:

1. The City shall comply with all applicable federal, state, and municipal laws, ordinances, and regulations.
2. The City shall not commit or suffer to be committed any destruction or damage, beyond reasonable wear and tear.
3. The City shall not commit or suffer to be committed any public or private nuisance.
4. The City shall maintain the School District Facilities in a reasonably clean and safe condition.

**B. City Facilities:** The City shall have the exclusive use of its buildings, properties, and facilities (the "City Facilities") for city related classes, programs, activities, and events, including city recreation teams and programs. At other times when the City Facilities are not being used by the City, the School District may schedule the use of the City Facilities for appropriate School District classes, programs, athletic teams, activities, and events, including community school classes and programs. The School District acknowledges and agrees that the City may allow other individuals and entities to generally schedule up to six (6) months in advance for use of the City Facilities in accordance with its policies and procedures. The specific School District classes, programs, athletic teams, activities, and events shall be pre-approved by the Committee to assure that such activities are proper and compatible with the City Facilities, and in compliance with applicable City policies, procedures, and directives. All scheduling and access arrangements for the use of the City Facilities shall be coordinated through the City Parks & Recreation Department. The School District may schedule dates and times for the use of the City Facilities up to one (1) year in advance by using a City form requesting use of City Facilities. To the extent legally and reasonably possible, the City shall give the School District second priority in scheduling the use of the City Facilities (subsequent to the City who has first priority). However, as with any scheduling of the City Facilities, whether by the School District or other individuals or entities, city related programs, activities, and events will take precedence. Emergency or unforeseen circumstances that require the use of the City Facilities by the City, as determined to be in the best interests of the City, will take precedence over any prior scheduling by the School District or any other individuals or entities. In the event the School District disagrees with the City's determination that there is an "emergency or unforeseen circumstance" which has taken precedence over the School District's prior

scheduled use of the City Facilities, the School District shall attempt to resolve the issue with the City at the lowest level possible beginning with the Spanish Fork City Parks & Recreation Director and continuing up to the City Manager. Use of the City Facilities by the School District shall be in accordance with all the terms, conditions, rules, and regulations set forth in City's Facility Use Policy, which policy is incorporated fully herein and made a part of this Agreement. The School District's use of the City Facilities shall also be in accordance with the reasonable rules, regulations, and directions imposed by City supervisors. Upon giving reasonable prior notice to the School District, the City may prohibit the use of any of its Facilities in the event the Facility is in need of maintenance, repair, or restoration; the physical condition of the Facility is unsafe for the intended activity(ies); or for any other reason relating to the condition of the Facility deemed to be in the best interests of the City as determined in its sole and absolute discretion. In consideration of the services and expenditures provided by the School District for the use of the City Facilities as set forth in Exhibit "B" hereto, there will be no rent charged for the School District's use of the City Facilities. However, the School District shall be responsible to pay any and all costs for the employment of City personnel, such as supervisors, custodians, and technicians. The School District shall be entitled to use the City Facilities subject to the following conditions:

1. The School District shall comply with all applicable federal, state, and municipal laws, ordinances, and regulations.
2. The School District shall not commit or suffer to be committed any destruction or damage, beyond reasonable wear and tear.
3. The School District shall not commit or suffer to be committed any public or private nuisance.
4. The School District shall maintain the City Facilities in a reasonably clean and safe condition.

#### **SECTION FIVE** **MANNER OF FINANCING**

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement, and shall follow any applicable rules and regulations adopted by the Committee.

#### **SECTION SIX** **CUSTODIAL & MAINTENANCE SERVICES**

**A. School District Facilities:** The School District shall be responsible to hire and pay for all custodial and maintenance services associated with the operation, maintenance, and repair of the School District Facilities. In addition, the City shall, as necessary and appropriate, provide and pay for custodial and maintenance services as a result of the City's use of the School District Facilities. In the event a City activity or event creates an extraordinary or excessive amount of Facility clean-up which then causes the School District to incur additional custodial and maintenance costs above and beyond normal duties, the City agrees to be responsible to reimburse the School District for said custodial and maintenance costs which are incurred as a direct result of the City's use of the School District Facilities. Such additional custodial and maintenance costs shall be mutually determined by the City Recreation Supervisor or his/her designee and the School District Coordinator of Operations or his/her designee. In the event the foregoing individuals are unable to mutually agree upon the additional custodial and maintenance costs, the matter shall be presented to the Committee for a decision in accordance with the procedures set forth in Section Two of this Agreement. Any such reimbursement shall be due and payable by the City to the School District within thirty (30) days following receipt of a written invoice therefore.

**B. City Facilities:** The City shall be responsible to hire and pay for all custodial and maintenance services associated with the operation, maintenance, and repair of the City Facilities. In addition, the School District shall, as necessary and appropriate, provide and pay for custodial and maintenance services as a result of the School District's use of the City Facilities. In the event a School District activity or event creates an extraordinary or excessive amount of Facility clean-up which then causes the City to incur additional custodial and maintenance costs above and beyond normal duties, the School District agrees to be responsible to reimburse the City for said custodial and maintenance costs which are incurred as a direct result of the School District's use of the City Facilities. Such additional custodial and maintenance costs shall be mutually determined by the City Recreation Supervisor or his/her designee and the School District Coordinator of Operations or his/her designee. In the event the foregoing individuals are unable to mutually agree upon the additional custodial and maintenance costs, the matter shall be presented to the Committee for a decision in accordance with the procedures set forth in Section Two of this Agreement. Any such reimbursement shall be due and payable by the School District to the City within thirty (30) days following receipt of a written invoice therefore.

## **SECTION SEVEN** **SUPERVISION AND SECURITY**

**A. School District Facilities:** The City shall be responsible to provide and pay for all necessary and appropriate supervision and security during the City's use of the School District Facilities. The persons responsible for such supervision and security shall have undergone and been cleared through a criminal history check by the Utah Bureau of Criminal Identification or other equivalent service.

In the event the School District has any concerns with a specific City supervisor, the School District shall discuss and attempt to resolve said concerns with the City. In the event the concerns cannot be adequately resolved, the School District may request the City to replace the individual with another City supervisor.

**B. City Facilities:** The School District shall be responsible to provide and pay for all necessary and appropriate supervision and security during the School District's use of the City Facilities. The persons responsible for such supervision and security shall have undergone and been cleared through a criminal history check by the Utah Bureau of Criminal Identification or other equivalent service.

In the event the City has any concerns with a specific School District supervisor, the City shall discuss and attempt to resolve said concerns with the School District. In the event the concerns cannot be adequately resolved, the City may request the School District to replace the individual with another School District supervisor.

## **SECTION EIGHT** **PERSONAL PROPERTY**

Each party shall be responsible to provide its own athletic equipment and other personal property (herein referred to as "Personal Property") to be used in conjunction with the use of the other party's Facilities. Each party shall be the owner of its respective items of Personal Property. Each party shall be responsible for any loss, damage, or destruction incurred to its respective items of Personal Property, and to maintain insurance on the same. Unless otherwise authorized in writing by the other party, no Personal Property owned by one party may be left or stored at the other party's Facilities, and in the event such Personal Property is left or stored at the other party's Facilities, the parties hereby acknowledge and agree that the other party shall not be liable for any loss or damage to said Personal Property from whatever cause. The parties further acknowledge and agree that there may be items of Personal Property (i.e., wrestling mats, volleyball nets, etc.) that are jointly owned by the School District and the City. Such jointly owned Personal Property may be used by both parties, and both parties are jointly responsible for its care, maintenance, and

repair. In addition, there may be items of Personal Property that are inherently connected with the use of a party's particular facility for which the other party may be authorized to use in connection therewith.

**SECTION NINE**  
**ADMINISTRATION OF AGREEMENT**

Pursuant to Utah Code Annotated, Section 11-13-101, et seq., the parties hereby agree that the Joint Governance Committee, as set forth in Section Two above, shall be responsible for administering this Agreement. This Agreement does not anticipate nor provide for any organizational changes in the School District or the City.

**SECTION TEN**  
**FILING OF AGREEMENT**

A copy of this Nebo School District & Spanish Fork City - Master Facility Use Interlocal Cooperation Agreement shall be placed on file in the Office of the City Recorder of the City and with the Business Administrator of the School District and shall remain on file for public inspection during the term of this Agreement.

**SECTION ELEVEN**  
**INSURANCE**

**A. City Insurance:** The City shall procure and maintain in force at its expense during the term of this Agreement public liability insurance providing insurance coverage for the City's use of the School District Facilities. Such insurance shall provide for such coverages, protections, insurable amounts, etc. which would be standard and reasonable for the uses contemplated hereunder, and which are available through the Utah Risk Management Mutual Association ("URMMA").

**B. School District Insurance:** The School District shall procure and maintain in force at its expense during the term of this Agreement public liability insurance providing insurance coverage for the School District's use of the City Facilities. Such insurance shall provide for such coverages, protections, insurable amounts, etc. which would be standard and reasonable for the uses contemplated hereunder, and which are available through the State of Utah Risk Management ("State Risk Management").

**C. Property Insurance:** Each party shall procure and maintain in force at its expense during the term of this Agreement property insurance for each party's Facilities.

**SECTION TWELVE**  
**NOTICE OF DEFAULT; CORRECTIVE ACTION**

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

**SECTION THIRTEEN**  
**RIGHTS AND REMEDIES**

In the event of any breach hereunder and after the lapse of the cure period as per Section Twelve above, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah in effect. The rights and remedies of the parties hereto shall not be mutually exclusive, but shall be

cumulative in all effects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

#### **SECTION FOURTEEN**

#### **LIABILITY FOR INJURY, LOSS, OR DAMAGE TO PERSONS OR PERSONAL PROPERTY**

**A. City Use:** The City shall, subject to the limits and caps set forth in the Governmental Immunity Act of Utah, defend, indemnify and hold harmless the School District for any death, personal injury, loss, or damage to persons or personal property (hereinafter “losses”) arising out of the City’s use of the School District Facilities, except for losses arising out of the sole negligence of the School District.

**B. School District Use:** The School District shall, subject to the limits and caps set forth in the Governmental Immunity Act of Utah, defend, indemnify and hold harmless the City for any death personal injury, loss, or damage to persons or personal property (hereinafter “losses”) arising out of the School District’s use of the City Facilities, except for losses arising out of the sole negligence of the City.

#### **SECTION FIFTEEN**

#### **DAMAGE OR DESTRUCTION TO FACILITIES**

**A. City Use:** If the School District Facilities are damaged or destroyed as a result of the use thereof by the City, repair or replacement costs up to Ten Thousand Dollars (\$10,000) will be determined and payable by the City as specified in the Joint Governance Committee guidelines and rules to be developed as stated in Section Two of this Agreement. Responsibility for and payment of damages or costs rising above that amount will be determined and payable through normal dispute resolution procedures, including, but not limited to, mediation, arbitration, or lawsuits, dependent upon the fault of the parties or others, subject to subrogation principles.

**B. School District Use:** If the City Facilities are damaged or destroyed as a result of the use thereof by the School District, repair or replacement costs up to Ten Thousand Dollars (\$10,000) will be determined and payable by the School District as specified in the Joint Governance Committee guidelines and rules to be developed as stated in Section Two of this Agreement. Responsibility for and payment of damages or costs rising above that amount will be determined and payable through normal dispute resolution procedures, including, but not limited to, mediation, arbitration, or lawsuits, dependent upon the fault of the parties or others, subject to subrogation principles.

#### **SECTION SIXTEEN**

#### **GOVERNING LAW, JURISDICTION, AND VENUE**

All questions with respect to the construction of this Agreement and all rights and liability of the parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Utah County, State of Utah.

#### **SECTION SEVENTEEN**

#### **COSTS OF ENFORCEMENT**

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party’s costs (including, but not limited to, court fees and expert witness costs) and attorneys’ fees associated with the enforcement of this Agreement.

#### **SECTION EIGHTEEN**

#### **NOTICE**

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, registered or certified mail, in the United States mail addressed to a party at the address given above. In the case of the School District, notice shall be mailed to the attention of the Superintendent at the above address. In the case of the City, notice shall be mailed to the attention of the City Manager at the above address. Either party may notify the other to designate a different address for mailing.

**SECTION NINETEEN**  
**ANNUAL REVIEW**

The Committee set forth in Section Two shall meet annually to review this Agreement. The Committee shall specifically review and assess the usage of the School District Facilities and the City Facilities and the considerations given in exchange therefore as set forth in Exhibits “A” and “B” hereto. The objective of the Committee during their annual review is to make any necessary revisions or amendments to Exhibits “A” and “B” of this Agreement in order to achieve an acceptable level of “fundamental fairness” between the parties for the use of their respective Facilities.

**SECTION TWENTY**  
**TERMINATION**

Either party may terminate this Agreement at any time and for any or no reason by giving the other party at least one (1) year prior written notice of the same.

**SECTION TWENTY-ONE**  
**ACCEPTANCE OF FACILITY CONDITION**

**A. City Acceptance:** The City agrees to use the School District Facilities in their “AS IS” condition. If repairs or maintenance are necessary or desirable, the City may request the School District to make such repairs and maintenance, but the School District is not under any obligation to do so. If the City makes repairs or conducts maintenance it shall be at its own cost.

**B. School District Acceptance:** The School District agrees to use the City Facilities in their “AS IS” condition. If repairs or maintenance are necessary or desirable, the School District may request the City to make such repairs and maintenance, but the City is not under any obligation to do so. If the School District makes repairs or conducts maintenance it shall be at its own cost.

**SECTION TWENTY-TWO**  
**GENERAL PROVISIONS**

**A. Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**B. Entire Agreement.** This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superceded hereby.

**C. Amendments.** This Agreement may be modified only by a writing signed by each of the parties hereto.

**D. Not Assignable.** This Agreement is specific to the parties hereto and is therefore not assignable.

**E. Captions.** The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

**F. Exhibits.** The following Exhibits attached hereto, and any Exhibits subsequently attached hereto from time to time, shall be considered to be binding upon all parties.

**G. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**H. Gender and Number.** The singular number include the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires.

**I. Waiver or Forbearance.** No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

**J. No Partnership, Joint Venture, or Third Party Rights.** Except as specifically set forth herein, nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.

**K. No Waiver of Governmental Immunity.** Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act of Utah.

**L. Effect on Previous Contracts and Interlocal Cooperation Agreements.** This Agreement shall not supercede any previous Contracts and/or Interlocal Cooperation Agreements entered into between the School District and the City regarding the shared use of School District Facilities or City Facilities. This Agreement shall have the effect of supplementing and clarifying the parties' respective roles, duties, and responsibilities in relation to each other with the shared use of School District Facilities and City Facilities that may be specifically addressed in previous Contracts and/or Interlocal Cooperation Agreements. The parties hereby acknowledge and agree that the following Contracts and/or Interlocal Agreements are currently in effect as of the date of this Agreement which concern the Facilities of the School District and the City:

1. Contract - Tennis Courts (Spanish Fork City - Sports Park), dated July 2000.
2. Swimming Pool Contract (Spanish Fork High School), dated September 20, 1995.

**- SIGNATURES ON FOLLOWING PAGE -**

IN WITNESS WHEREOF, the parties have signed and executed this Nebo School District & Spanish Fork City - Master Facility Use Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2011.

**SPANISH FORK CITY**

By: \_\_\_\_\_  
G. WAYNE ANDERSON, Mayor

**ATTEST:**

By: \_\_\_\_\_  
KENT R. CLARK, City Recorder

**APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH:**

\_\_\_\_\_  
S. JUNIOR BAKER,  
Spanish Fork City Attorney

DATED this \_\_\_\_ day of \_\_\_\_\_, 2011.

**BOARD OF EDUCATION OF  
NEBO SCHOOL DISTRICT**

By: \_\_\_\_\_  
R. DEAN ROWLEY, Board President

**ATTEST:**

By: \_\_\_\_\_  
TRACY D OLSEN, Business Administrator

**APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH:**

\_\_\_\_\_  
REED B. PARK,  
Nebo School District Legal Counsel

**EXHIBIT “A”****CITY USE OF  
SCHOOL DISTRICT FACILITIES****SPANISH FORK HIGH SCHOOL**

<b>FACILITY</b>	<b>AUTHORIZED USES</b>
Auditorium and Practice Rooms	Fiesta Days Patriotic Program. Fiesta Days Community Theater. Miss Spanish Fork Pageant. Reasonable use for Spanish Fork City Arts Council activities and events.
Auxiliary Gymnasiums	Adult basketball and volleyball leagues; youth basketball leagues and camps; youth baseball and softball team selections; youth wrestling matches and tournaments; youth volleyball camps; and special events.
Cafeteria	Youth baseball and softball coaches meetings.
Classrooms	Youth Arts Festival.
Dance Studio	Reasonable use for Spanish Fork City Arts Council activities and events.
Football Field	Youth Hershey Track and Field meets; and summer youth track team.
Main Gymnasium	Adult basketball leagues; men’s basketball league tournament; youth basketball leagues and camps; youth baseball and softball team selections; youth wrestling matches and tournaments; and special events.
Soccer Fields	Occasional youth soccer games.
Track	Youth Hershey Track and Field meets and summer youth track team.
Wrestling Room	Youth wrestling practices and matches; and summer registration (2 days).
Parking Lots	Parking for all City sponsored activities and events.

**MAPLE MOUNTAIN HIGH SCHOOL**

<b>FACILITY</b>	<b>AUTHORIZED USES</b>
Auditorium and Practice Rooms	Reasonable use for Spanish Fork City Arts Council activities and events.
Auxiliary Gymnasiums	Adult basketball and volleyball leagues; youth basketball leagues and camps; and youth volleyball camps.
Main Gymnasium	Adult basketball and volleyball leagues; youth basketball leagues and camps; and youth volleyball camps.
Track	Youth Hershey Track and Field meets and summer youth track team.
Parking Lots	Parking for all City sponsored activities and events.

**SPANISH FORK JUNIOR HIGH SCHOOL**

<b>FACILITY</b>	<b>AUTHORIZED USES</b>
Main Gymnasiums (2)	Youth basketball games and practices; men’s basketball league tournament; open gym nights (Monday evenings during the winter); occasional adult volleyball games and practices; and dodge ball tournament (Thanksgiving).
Football Field	Youth tackle football practices.
Playing Fields	Youth sports teams practice areas (i.e., soccer, baseball, softball, and football).
Wrestling Room	Youth & intermediate wrestling matches and practices.
Cafeteria	Reasonable use for Spanish Fork City Arts Council activities and events.
Parking Lots	Parking for all City sponsored activities and events.

**DIAMOND FORK JUNIOR HIGH SCHOOL**

<b>FACILITY</b>	<b>AUTHORIZED USES</b>
Gymnasiums (2)	Adult basketball games; youth basketball games and practices; adult volleyball games; and youth volleyball clinics and games.
Playing Fields	Youth soccer games and practices; and youth football practices;
Cafeteria	Pictures for youth sport teams. Reasonable use for Spanish Fork City Arts Council activities and events.
Parking Lots	Parking for all City sponsored activities and events.

<b>LANDMARK HIGH SCHOOL</b>	
<b>FACILITY</b>	<b>AUTHORIZED USES</b>
Gymnasium	Occasional adult basketball games; and youth basketball games and practices.
Parking Lots	Parking for all City sponsored activities and events.
<b>BROCKBANK ELEMENTARY SCHOOL</b>	
<b>FACILITY</b>	<b>AUTHORIZED USES</b>
Gymnasium	Youth basketball clinics, games, and practices.
Playing Fields	Youth baseball, softball, soccer, and football practices.
Parking Lots	Parking for all City sponsored activities and events.
<b>CANYON ELEMENTARY SCHOOL</b>	
<b>FACILITY</b>	<b>AUTHORIZED USES</b>
Gymnasium	Youth basketball clinics, games, and practices.
Playing Fields	Youth baseball, softball, soccer, and football practices.
Playground	Use as a city water retention basin in addition to the city property which is located on the east portion of the playground.
Parking Lots	Parking for all City sponsored activities and events.
<b>EAST MEADOWS ELEMENTARY SCHOOL</b>	
<b>FACILITY</b>	<b>AUTHORIZED USES</b>
Gymnasium	Youth basketball clinics, games, and practices.
Playing Fields	Youth baseball, softball, soccer, and football practices.
Parking Lots	Parking for all City sponsored activities and events.
<b>LARSEN ELEMENTARY SCHOOL</b>	
<b>FACILITY</b>	<b>AUTHORIZED USES</b>
Gymnasium	Youth basketball clinics, games, and practices. Reasonable use for Spanish Fork City Arts Council activities and events.
Playing Fields	Youth baseball, softball, soccer, and football practices.
Parking Lots	Parking for all City sponsored activities and events.
<b>PARK ELEMENTARY SCHOOL</b>	
<b>FACILITY</b>	<b>AUTHORIZED USES</b>
Gymnasium	Youth basketball clinics, games, and practices.
Playing Fields	Youth baseball, softball, soccer, and football practices.
Parking Lots	Parking for all City sponsored activities and events.
<b>REES ELEMENTARY SCHOOL</b>	
<b>FACILITY</b>	<b>AUTHORIZED USES</b>
Gymnasium	Youth basketball clinics, games, and practices.
Playing Fields	Youth baseball, softball, soccer, and football practices.
Parking Lots	Parking for all City sponsored activities and events.
<b>RIVERVIEW ELEMENTARY SCHOOL</b>	
<b>FACILITY</b>	<b>AUTHORIZED USES</b>
Gymnasium	Youth basketball clinics, games, and practices.
Playing Fields	Youth baseball, softball, soccer, and football practices.
Parking Lots	Parking for all City sponsored activities and events.
<b>SIERRA BONITA ELEMENTARY SCHOOL</b>	
<b>FACILITY</b>	<b>AUTHORIZED USES</b>
Gymnasium	Youth basketball clinics, games, and practices.
Playing Fields	Youth baseball, softball, soccer, and football practices.
Parking Lots	Parking for all City sponsored activities and events.
<b>SPANISH OAKS ELEMENTARY SCHOOL</b>	
<b>FACILITY</b>	<b>AUTHORIZED USES</b>
Gymnasium	Youth basketball clinics, games, and practices.
Playing Fields	Youth baseball, softball, soccer, and football practices.
Playground	Use as city water retention basin in addition to the city property which is located on the southwest portion of the playground.
Parking Lots	Parking for all City sponsored activities and events.

### **CITY CONSIDERATIONS**

- Pay one-half (½) the costs for additional items that are used by both the City and the School District (i.e., score boards, wrestling mats, rims, backboards, volleyball equipment, nets, soccer goals, etc.).
- Pay for all secondary pressurized irrigation water assessments and fees for the football field, practice field, and soccer fields at Spanish Fork High School.
- Pay for all secondary pressurized irrigation water assessments and fees for the playing fields at Spanish Fork Junior High School.
- Pay for all secondary pressurized irrigation water assessments and fees for the playing fields at Diamond Fork Junior High School.
- Pay for all secondary pressurized irrigation water assessments and fees for the playing fields at Larsen Elementary School.
- Pay for all culinary water assessments and fees at Larsen Elementary School.
- Assist the School District with football field maintenance, including, but not limited to, aerating, spraying, mowing, and field preparation during the Spanish Fork High School football team season and at other times as requested.
- Provide labor and organization of all Hershey Track and Field meets.
- Pay for the costs on all scoreboard repairs (i.e., lights, cords, controls, and Nevco equipment) at Spanish Fork High School, Spanish Fork Junior High School, and Diamond Fork Junior High School.
- School District use of City Facilities.
- General good faith cooperation and considerations to the School District.

## EXHIBIT "B"

<b>NEBO SCHOOL DISTRICT USE OF CITY FACILITIES</b>	
<b>RUSSELL SWENSON MEMORIAL PARK</b>	
<b>FACILITY</b>	<b>AUTHORIZED USES</b>
Baseball Fields	Spanish Fork High School baseball teams for practices and games.
Storage Facilities	Spanish Fork High School baseball teams to store athletic equipment.
Batting Cages	Spanish Fork High School baseball teams for practices.
Parking Lots	Parking for all School District sponsored activities and events.
<b>SPORTS PARK</b>	
<b>FACILITY</b>	<b>AUTHORIZED USES</b>
Softball Fields	Spanish Fork High School and Maple Mountain High School softball teams for practices and games.
Storage Facilities	Spanish Fork High School and Maple Mountain High School athletic teams to store athletic equipment.
Batting Cages	Spanish Fork High School and Maple Mountain High School athletic teams for practices.
Pavilions	Spanish Fork High School and Maple Mountain High School athletic teams for banquets or other special functions.
Tennis Courts	Spanish Fork High School, Spanish Fork Junior High School, and Diamond Fork Junior High School boy's and girl's tennis teams for games and practices. <i>Also governed by a separate Contract dated July, 2000.</i>
Baseball Fields	Spanish Fork High School and Maple Mountain High School baseball teams for practices and games.
Soccer Fields	Spanish Fork High School and Maple Mountain High School boys and girls soccer teams for practices and games.
Trails	Spanish Fork High School and Maple Mountain High School boys and girls cross-country teams for practices and meets.
Parking Lots	Parking for all School District sponsored activities and events.
<b>SPANISH OAKS GOLF COURSE</b>	
<b>FACILITY</b>	<b>AUTHORIZED USES</b>
Golf Course	Spanish Fork High School, Maple Mountain High School, Spanish Fork Junior High School, and Diamond Fork Junior High School golf teams for practices and matches. <i>Also governed by the Memo, dated December 1, 2004, executed by the Golf Professionals from East Bay, Spanish Oaks, Gladstan, Hobbie Creek, and Cascade Golf Courses.</i>
Parking Lots	Parking for all School District sponsored activities and events.
<b>HIGH CHAPARRAL</b>	
<b>FACILITY</b>	<b>AUTHORIZED USES</b>
Meeting Rooms	Spanish Fork High School and Maple Mountain High School athletic teams for banquets or other special functions.
Parking Lots	Parking for all School District sponsored activities and events.
<b>INDOOR TENNIS COURTS</b>	
<b>FACILITY</b>	<b>AUTHORIZED USES</b>
Tennis Courts	Spanish Fork High School, Maple Mountain High School, Spanish Fork Junior High School, and Diamond Fork Junior High School physical education classes and boy's and girl's tennis teams for practices and games.
Parking Lots	Parking for all School District sponsored activities and events.
<b>SWIMMING POOL AND PAVILION</b>	
<b>FACILITY</b>	<b>AUTHORIZED USES</b>
Swimming Pool and Pavilion	Spanish Fork High School and Maple Mountain High School swim teams for off-season practices. Spanish Fork High School and Maple Mountain High School physical education classes and swim teams during school hours. Nebo School District Office party. <i>Also governed by a separate Contract dated September 20, 1995.</i>

**EAST PARK / SKATE BOARD PARK**

<b>FACILITY</b>	<b>AUTHORIZED USES</b>
Grass Area	Cross-country course for practices and events for school teams from Spanish Fork High School, Maple Mountain High School, Spanish Fork Junior High School, and Diamond Fork Junior High School.
Parking Lots	Parking for all School District sponsored activities and events.

**CITY PARKS**

<b>FACILITY</b>	<b>AUTHORIZED USES</b>
City Pavilions	Reasonable use for School District activities and events.
Parking Lots	Parking for all School District sponsored activities and events.

**CANYON ELEMENTARY SCHOOL**

<b>FACILITY</b>	<b>AUTHORIZED USES</b>
City Water Retention Basin	Elementary school playground for recess and school activities on city property located in the east portion of school playground.

**SPANISH OAKS ELEMENTARY SCHOOL**

<b>FACILITY</b>	<b>AUTHORIZED USES</b>
City Water Retention Basin	Elementary school playground for recess and school activities on city property located in the southwest portion of school playground.

**NEBO SCHOOL DISTRICT CONSIDERATIONS**

- Pay one-half (½) the costs for additional items that are used by both the School District and the City (i.e., score boards, wrestling mats, rims, backboards, volleyball equipment, nets, soccer goals, etc.).
- Provide timers and scorekeepers for the Hershey Track and Field meets.
- Printing and mailing of postcards for Nebo School District Community Education and Spanish Fork City Recreation Programs for Fall, Winter, and Spring/Summer.
- City use of School District Facilities.
- General good faith cooperation and considerations to the City.



## MEMO

To: Mayor and Council  
From: S. Junior Baker  
Date: 6 October 2011  
Re: Wasatch Pallet Phasing Contract

On the City Council agenda, for October 18, is an item to approve a contract with Wasatch Pallet for a site improvement phasing plan. We have been working with Wasatch Pallet for some time to get a site plan approved. The process has been complicated by the fact that Wasatch Pallet does not own the property, but is a tenant. We have been able to resolve those issues by working out a phasing plan, similar to what we did at the Fritzi Building.

The phasing plan requires installation of the water lines, hydrant and excavation for the storm water detention basin this fall. That should be started by the time of our meeting. The next phase will be to install electrical lines, transformer, completing the parking lot and storm drain inlets related to the parking lot during the spring/summer of 2012. Reimbursement to the City for the Rocky Mountain buyout in the amount of \$36,390.00 is also included. The third phase is landscaping and completion of the storm water detention basin, to be done when we install the trail on the easement. We expect that to be in 2012 or 2013. The last phase will be curb, gutter, and sidewalk, together with landscaping along the frontage of 1550 West. That is not required until UDOT changes the bridge, so the work won't be torn out. There is not a timetable for that.

Since this has been reviewed by the Council, and is similar to the Fritzi Building phasing plan, I have placed it on the consent agenda.



# SITE PLAN PHASING AGREEMENT

This Agreement is entered into this 18th day of October, 2011, by and between Wasatch Pallet, Inc., a Utah corporation, hereinafter referred to as the "**Owner**", and Spanish Fork City, a municipal corporation of the State of Utah, hereinafter referred to as the "**City**." Owner and City are hereinafter referred to collectively as the "**Parties**," or individually as a "**Party**."

The purpose of this Agreement is to effectuate an incentive to the Owner from the City for development of property described herein. Development of the property pursuant to this Agreement and the fulfillment generally of this Agreement is in the best interest of Spanish Fork City and the health, safety, morals, and welfare of its residents and is in accordance with the public purposes and provisions of applicable state and local laws and requirements.

## RECITALS:

**WHEREAS**, Owner rents property located at 521 S. 1550 W. in Spanish Fork City, which it uses for manufacturing purposes. It has operated at that location for several years; and

**WHEREAS**, Owner needs to add fire sprinklers to its building in order to meet the current requirements of the fire and building codes and needs to increase it's electrical power load to meet the demands of it's growing business, which factors require site plan approval; and

**WHEREAS**, in order to access water and electrical lines necessary to provide the services necessary to add fire sprinklers and City power, utility easements are needed from the owner of the property, which easements Owner has now obtained; and

**WHEREAS**, City has requested that Owner upgrade the site of the Property in accordance with its current codes and site requirements in that the Parties recognize the value of this development to the City in the form of increased industrial base and employment opportunities for the residents of Spanish Fork City;

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, the representations and actions of the parties hereto and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

## AGREEMENT

### 1. RESPONSIBILITIES.

1.1 All responsibilities, rights, obligations, and privileges of the Parties shall be as stated herein.

### 2. PROJECT.

2.1 The "**Project**" is the addition of water lines, electrical lines, and a transformer

at 521 S. 1550 W., needed to meet building code, fire code, and site plan requirements of City. The improvements shown on the Site Plan, attached hereto as Exhibit "A" and incorporated herein by this reference, together with any others identified herein, are the improvements to be constructed/installed.

3. **CITY'S RESPONSIBILITY.**

3.1 City shall approve the project in phases, without requiring all of the on and off site improvements required by the Development Standards of City to be completed with the first phase. All improvements shall be accomplished as set forth in this Agreement.

4. **OWNER'S RESPONSIBILITY.**

4.1 Owner shall be responsible to obtain complete site plan approval for the site contemporaneous herewith. All required improvements, as shown on the approved site plan, shall be constructed by Owner within the time frame allowed herein.

4.2 The required improvements shall take place in four phases. The first phase shall consist of installing water lines, hydrants, and excavation for the storm water detention basin, all as shown on the site plan, during the fall of 2011. Water will be connected to the dry fire sprinkler system in Owner's building as soon as possible to protect the health, safety, and welfare of employees and nearby residents.

4.3 The second phase shall consist of installing electrical lines, transformer, reimbursing City the sum of \$36,390.00 representing the Rocky Mountain Power buyout, and completing the parking lot, including asphalt, curb & gutter, and storm drain inlets and lines associated with the parking lot, all as shown on the site plan, during the spring/summer of 2012.

4.4 The third phase shall consist of landscaping and completion of the storm water detention basin, as shown on the site plan, which will be completed the spring following the year City installs the trail on the easement along the Spanish Fork River.

4.5 The fourth phase shall include providing curb, gutter, sidewalk, and landscaping from the new sidewalk to existing landscaping along the frontage of 1550 West. Due to major road work which will be required at some point in the future, the exact location and elevation of those improvements cannot be determined at this time. Therefore, the owner of the property will provide a lien in lieu for the completion of the improvements. The lien in lieu is required prior to connection of electrical service. City will prepare the lien in lieu and Owner will obtain signatures on the lien in lieu. The improvements shall be

installed when UDOT upgrades the bridge adjacent to the Project on 1550 West.

- 4.6 Owner shall develop the Project in accordance with City's Development Standards, including but not limited to, obtaining all required permits and inspections.

5. **IMPROVEMENTS.**

- 5.1 **Plans.** The plans will be prepared and reviewed according to all applicable laws and regulations.
- 5.2 **Responsibility for Plans.** Owner will take all actions and pay all costs necessary to prepare all of the Project plans to meet the specifications of City.

6. **CONSTRUCTION.**

- 6.1 **Responsibility.** Owner shall be responsible for providing all installation financing and shall be responsible for performing the actual installation of the improvements for the Project and for the payment of all installation costs.
- 6.2 **Permits.** Owner shall, at its own expense, secure, or cause to be secured, any and all permits required in order to install improvements for the Project. City shall provide reasonable assistance to Owner in securing those permits.
- 6.3 **Compliance.** Owner shall carry out all the installation of the improvements of the Project in conformity with all applicable laws. All City ordinances, construction standards, development standards, and permit requirements must be followed and are incorporated into this Agreement by reference.

7. **DEFAULT.**

- 7.1 The failure of any Party to perform any of its obligations under this Agreement within a commercially reasonable period of time, if such failure continues for 30 days after written notice from the other Party, shall constitute an "Event of Default." If an Event of Default cannot reasonably be cured within such 30 day period, the defaulting Party shall have such additional time as is reasonably necessary to cure the Event of Default so long as the defaulting Party commences the cure within such 30-day period and thereafter diligently pursues such cure to completion.

8. **ATTORNEYS FEES.**

- 8.1 Upon the occurrence of an Event of Default by either Party, which is not cured within the time period specified in Section 7 above, the non-defaulting Party

shall have the right to recover from the defaulting Party all Costs incurred in enforcing the terms of this Agreement, including attorneys fees.

9. **RESERVED LEGISLATIVE POWERS.**

9.1 Nothing in this Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement.

10. **No Joint Venture, Partnership or Third Party Rights.**

10.1 This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto, nor any rights or benefits to third parties.

11. **INTEGRATED DOCUMENT.**

11.1 This Agreement embodies the entire agreement between the Parties concerning the subject matter herein. Prior verbal agreements, promises or understandings are merged herein and superceded hereby. Any such verbal events shall be considered as unofficial information and in no way binding upon either Party.

12. **AMENDMENTS.**

12.1 This Agreement may be amended only by written agreement of the Parties.

13. **ASSIGNMENT.**

13.1 This agreement may not be assigned without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

14. **SUCCESSORS.**

14.1 This Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective successors and assigns.

15. **WAIVERS.**

15.1 No waiver by any Party of any breach or default by any other Party in the performance by such Party of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any breach or default in the performance by such Party of any other obligations under this Agreement. Failure of any Party to notify any other Party hereto of a default on the part of

said other Party, shall not constitute a waiver by such failing Party of the rights of such failing Party under this Agreement.

16. **GOVERNING LAW.**

16.1 This Agreement shall be governed by and construed in accordance with the law of the State of Utah.

17. **NOTICES.**

17.1 Each notice associated with this Agreement shall be in writing and shall be deemed to have been properly given if served by personal service or by deposit of such with the United States Postal Service, and said deposit having been designated as certified mail with return receipt requested, and bearing adequate postage and addressed as hereafter provided. Each notice shall be deemed to have been received upon the execution of a sworn affidavit of the personal server or the execution of a United States Postal Service return receipt.

The Parties shall have the right to change address(es), and shall within 10 days of any such address(es) change, provide written notice of such change to other Parties hereto. Notice to the Parties shall be addressed as follows:

**The Owner:**

Wasatch Pallet, Inc.  
Attn: Dave Neilson  
521 S. 1550 W.  
P.O. Box 907  
Spanish Fork, Utah 84660

**The City:**

Spanish Fork City  
Attn: City Manager  
40 South Main Street  
Spanish Fork, Utah 84660

Cc: City Attorney  
40 South Main Street  
Spanish Fork, Utah 84660

18. **EXHIBITS.**

18.1 The Project Site Plan is attached hereto as an exhibit.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

**SPANISH FORK CITY** by:

\_\_\_\_\_  
G. WAYNE ANDERSEN, Mayor

Attest:

\_\_\_\_\_  
KENT R. CLARK, City Recorder

**WASATCH PALLET, INC.** by:

\_\_\_\_\_  
DAVID R. NEILSON, President



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: October 4, 2011  
Re: Easement Agreement with  
Covered Bridge Canyon Property Owners Association, Inc.

---

## **STAFF REPORT**

Spanish Fork City is about to construct a water transmission line down the canyon. The easement referenced in this agreement is to permit that line to cross a small portion of property owned by the Covered Bridge Canyon Property Owners Association. We estimated that the value of this easement would be less than the cost of an appraisal of the property. Because of this we negotiated a price of \$1,500 for the easement and did not order an appraisal. This cost is already accounted for in existing city budgets. We therefore recommend that the city council approve this agreement.

Attached: agreement



**SPANISH FORK CITY CRAB CREEK TRANSMISSION LINE PROJECT  
EASEMENT AGREEMENT**

This agreement is entered between COVERED BRIDGE CANYON PROPERTY OWNERS ASSOCIATION, INC. (Owner) and SPANISH FORK CITY (City) for the purpose of constructing and maintaining the Crab Creek Transmission Line along the property owned by Owner.

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

WHEREAS, City is desirous of obtaining an easement though property owned by Owner for the purpose of constructing and maintaining a water line;

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

1. Water Line Easement is described as follows:

A 15.0 FOOT WIDE EASEMENT 514.05 FEET LONG LOCATED IN THE NORTHERN HALF OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN. THE CENTERLINE OF THE EASEMENT RUNS PARALLEL TO THE EXISTING RAILROAD RIGHT OF WAY. SAID CENTERLINE IS OUTSIDE THE RAILROAD RIGHT OF WAY AN OFFSET OF 7.5 FEET. THE CENTERLINE OF THE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 2,339.75 FEET WEST AND 4,825.33 FEET SOUTH FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 12 AND RUNNING THENCE ALONG THE ARC OF A 1,401.85 FOOT RADIUS CURVE TO THE RIGHT 514.05 FEET (CHORD BEARS: N24°35'25.31"W 511.18 FEET) TO THE RAILROAD RIGHT OF WAY WHICH IS ALSO THE POINT OF TERMINUS.

CONTAINING: 0.17 ACRES

2. City shall cause a water line to be constructed through the easement granted herein. The contractor doing the installation shall be required to haul away and dispose of any rubbish, sticks, trash, large rocks, or other similar type of debris which is removed during excavation, and shall cause the excavation to be restored to a condition which existed prior to the excavation.

3. City shall pay Owner \$1,500.00 for this easement.

4. City shall be responsible for restoring all surface improvements during construction of the pipeline, including reseeding all of the disturbed areas at the Owners property.

5. Owner will provide construction access and construction staging along the easement corridor mentioned above.

DATED this 29<sup>th</sup> day of September, 2011.

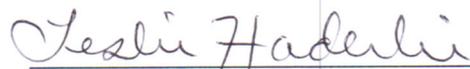
SPANISH FORK CITY by:

\_\_\_\_\_  
G. WAYNE ANDERSEN, Mayor

ATTEST:

\_\_\_\_\_  
KENT R. CLARK, Recorder

COVERED BRIDGE CANYON PROPERTY OWNERS ASSOCIATION, INC. by:

  
\_\_\_\_\_  
LESLIE HADERLIE  
COVERED BRIDGE CANYON  
PROPERTY OWNERS ASSOCIATION,  
President



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: October 7, 2011  
Re: Easement Agreement with Van T. Nguyen

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## **STAFF REPORT**

Spanish Fork City is about to construct a water transmission line down the canyon. The easement referenced in this agreement is to permit that line to cross the front of the Little Acorn Restaurant property owned by Van T. Nguyen. We estimated the value of this easement based on appraisal values from the Utah County Assessor's Office.

We recommend that the city council approve this easement agreement with Van T. Nguyen for the amount of \$18,000.

Attached: agreement



**SPANISH FORK CITY CRAB CREEK TRANSMISSION LINE PROJECT  
EASEMENT AGREEMENT**

This agreement is entered between VANT. NGUYEN, (Owner) and SPANISH FORK CITY (City) for the purpose of constructing and maintaining the Crab Creek Transmission Line along the property owned by Owner.

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

WHEREAS, City is desirous of obtaining an easement though property owned by Owner for the purpose of constructing and maintaining a water line;

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

1. Water Line Easement is described as follows:

A 15 FOOT WIDE EASEMENT 472.23 FEET LONG LOCATED IN SECTIONS 27 AND 34 OF TOWNSHIP 8 S RANGE 3 E, SALT LAKE BASE AND MERIDIAN. THE EASEMENT CONSISTS OF 7.5 FEET TO THE SOUTHWEST SIDE OF THE CENTERLINE AND 7.5 FEET TO THE NORTHEAST SIDE OF THE CENTERLINE OR TO THE PROPERTY LINE, WHICHEVER IS CLOSER. THE CENTERLINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH LIES EAST 1142.49 FEET AND NORTH 392.19 FEET, MORE OR LESS, FROM THE NORTHWEST (NW) CORNER OF SECTION 34 IN TOWNSHIP 8 S AND RANGE 3 E ON THE VAN NGUYEN PROPERTY LINE; THENCE S 06° 51' 23" W A DISTANCE OF 23.30 FEET; THENCE S 16° 37' 31" E A DISTANCE OF 217.42 FEET; THENCE S 14° 43' 59" E A DISTANCE OF 155.94 FEET; THENCE S 13° 07' 13" W A DISTANCE OF 31.43 FEET; THENCE S 16° 47' 33" E FOR A DISTANCE OF 44.14 FEET, MORE OR LESS TO THE VAN NGUYEN PROPERTY LINE.

CONTAINING: 0.163 ACRES

2. City shall cause a water line to be constructed through the easement granted herein. The contractor doing the installation shall be required to haul away and dispose of any rubbish, sticks, trash, large rocks, or other similar type of debris which is removed during excavation, and shall cause the excavation to be restored to a condition which existed prior to the excavation.
3. City shall pay Owner \$18,000.00 for this easement.
4. City shall be responsible for restoring all surface improvements during construction of the pipeline, including repaving all of the disturbed areas at the Owners property.
5. Owner will provide construction access and construction staging along the easement corridor mentioned above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

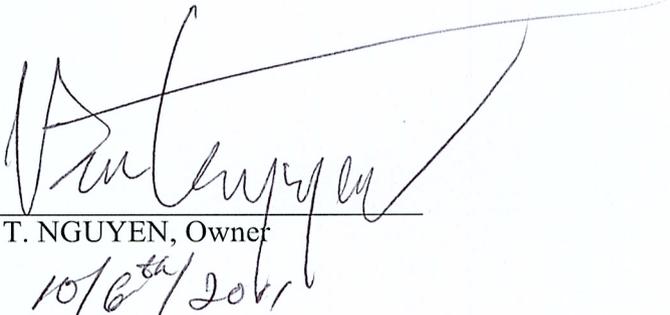
SPANISH FORK CITY by:

\_\_\_\_\_  
G. WAYNE ANDERSEN, Mayor

ATTEST:

\_\_\_\_\_  
KENT R. CLARK, Recorder

VAN T. NGUYEN by:

  
\_\_\_\_\_  
VAN T. NGUYEN, Owner

10/6<sup>th</sup>/2011

VIN  
10/6/2011



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: October 11, 2011  
Re: Spectrum Lease Agreement

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## Staff Report

The electrical, water and pressurized irrigation departments have been working with Sensus USA Inc. to collect all of the city meter information for the past three years. This system has been working very well and we are pleased with how it is operating. We and Sensus feel like it is in our best interest to now enter into this agreement.

This agreement is to ensure that Sensus and Spanish Fork City will only use the radio channel designated for our meter reading with our Flexnet system. The agreement will ensure that Sensus can limit any interference issues on this channel. The main benefit to the city is an FCC document that lists our utility's name and gives us rights to use the channel.

We recommend that the city council approve the Spectrum Lease Agreement with Sensus USA Inc.

Attached: agreement



**Tom Pautz** 3325 Moss Creek Drive  
Business Development Mgr. Grapevine, TX 76051

T: 817-318-8655  
C: 817-217-6903  
F: 817-283-2092  
[Tom.Pautz@sensus.com](mailto:Tom.Pautz@sensus.com)  
[www.sensus.com](http://www.sensus.com)



September 23, 2011

Dear Guy,

Enclosed are two copies of the Spectrum Lease agreement. Would you please insert the date you sign on the page after the cover page, have both copies countersigned and return one fully executed copy to:

**Megan Briggs** | Legal Counsel - North America

8601 Six Forks Road | Suite 700 | Raleigh, NC 27615 USA

Let me know if there are questions.

Thanks for your assistance,

Tom Pautz

Sensus

Business Development Manager

# Policy Declaration Boundary Box



1" = 5,383 Ft

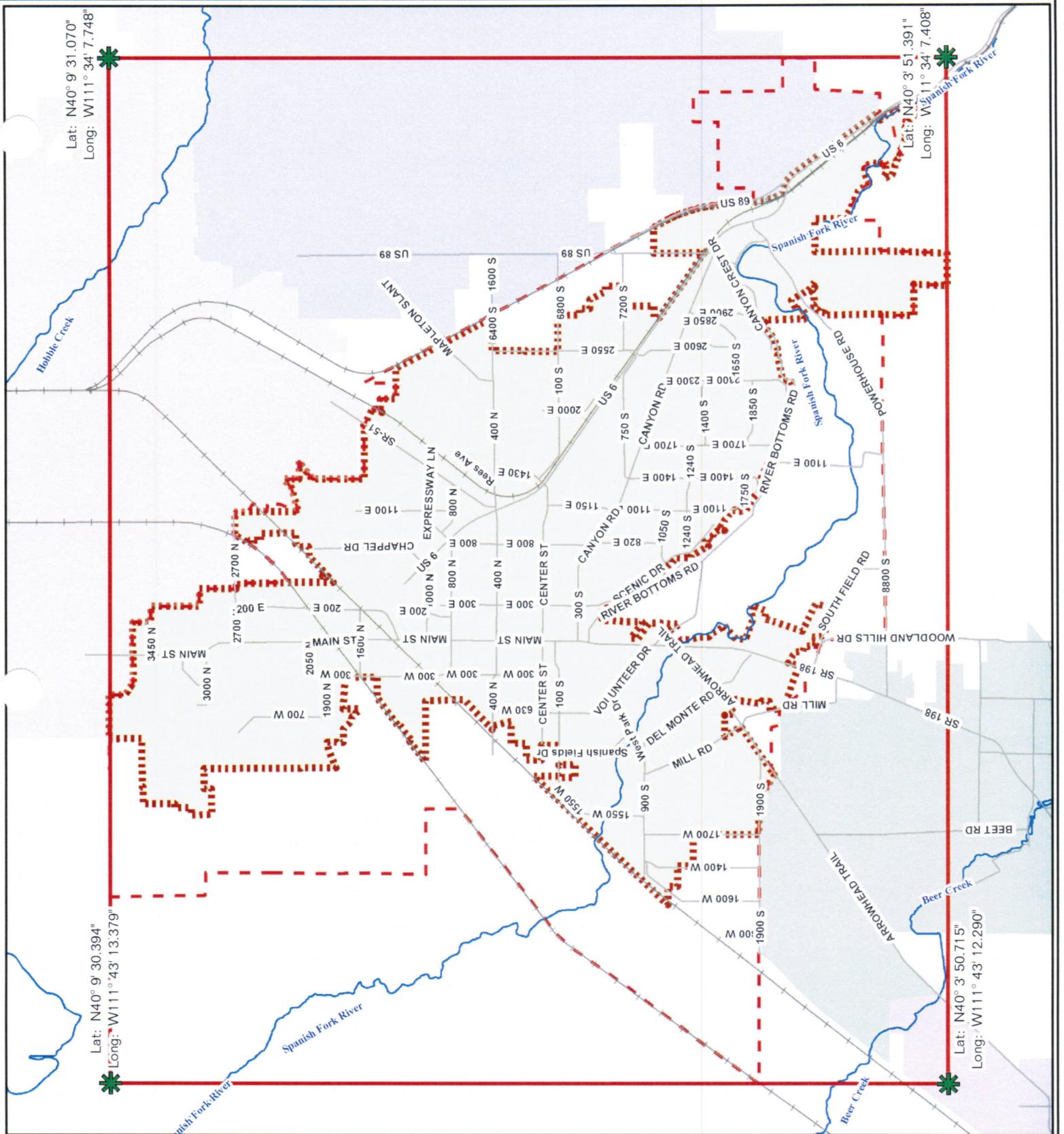
- Legend**
- Policy Declaration\_Boundary\_Box\_Corner\_Points
  - Policy\_Declaration\_Boundary\_Box
  - Major Roads
  - Rivers
  - Policy\_Boundary
  - Mapleton
  - Payson
  - Salem
  - Springville
  - Spanish Fork Boundary

Print Date: 10/3/2011



**GEOGRAPHIC INFORMATION SYSTEMS**  
 Spanish Fork City GIS  
 40 South Main St  
 Spanish Fork, UT 84660  
 GIS Phone Numbers:  
 (801) 804-4571 (Administrator)  
 (801) 804-4570 (Interns)

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



**SPECTRUM LEASE AGREEMENT**

**BETWEEN**

**SPANISH FORK CITY**

**AND**

**SENSUS USA INC.  
("Sensus")**

## **SPECTRUM LEASE AGREEMENT**

This spectrum manager lease agreement (this “Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Sensus USA Inc. together with its wholly owned subsidiary, Sensus Spectrum LLC, with offices at 8601 Six Forks Road, Suite 700, Raleigh, North Carolina, 27615 (collectively “Sensus”), and the entity last named below in the signature box as the Utility (“Utility”) (each a “Party”, collectively, the “Parties”).

### **Background**

Utility has bought or will buy or use FlexNet equipment manufactured by Sensus;

Sensus is leasing spectrum to Utility to operate the FlexNet equipment;

The spectrum that Sensus is leasing is authorized by Sensus’ FCC License(s) listed in Exhibit A, below (“FCC License”); and

Sensus is leasing spectrum to Utility in Utility’s service area listed in Exhibit B, below (the “Service Area”).

### **Agreement**

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Sensus hereby grants to Utility and Utility accepts a spectrum manager lease (“Lease”) over the frequencies of the FCC License and solely within Utility’s Service Area. (The frequencies of the FCC License within Utility’s geographic Service Area are called the “Leased Spectrum”). As consideration, \$900 will be partitioned from the Utility’s per base station payment to Sensus for maintenance service is hereby allocated to spectrum lease pursuant to this Agreement.

2. Sensus will file with the Federal Communications Commission (FCC) a Form FCC 608, notification/application for a long term spectrum manager lease. This Lease becomes effective when the FCC receives the notification.

3. In order to do the FCC lease application, Utility will:

(a) Review pages 5 and 11, and sign page 11 of the draft Form FCC 608 which Sensus will prepare for Utility. Utility’s signature will indicate that Utility authorizes Sensus to file the lease notification and that Utility has reviewed and approved the representations on Form 608 demonstrating that Utility qualifies under FCC rules.

(b) Give Sensus the coordinates of the boundaries of Utility’s Service Area or, alternatively, approve Sensus’ estimation of the same.

(c) In the event that Utility does not already have one, Utility hereby authorizes Sensus to apply on Utility’s behalf and obtain for Utility a Federal Registration Number (FRN, the FCC’s unique identifier for each licensee).

(d) Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.

4. Utility may transmit or receive over the Leased Spectrum only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Utility may use the Leased Spectrum only to read and direct meters in support of Utility's primary utility business or any other operation approved by Sensus in writing. Without limiting the foregoing, Utility is prohibited from reselling, subleasing or sublicensing the Leased Spectrum or from transmitting voice communications over the Leased Spectrum.

5. Unless terminated earlier (because for example Utility stopped using the FlexNet equipment), this Lease will have the same term as the FCC license. If Utility is operating in compliance with this Agreement and Utility's underlying agreement with Sensus and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Lease.

6. The Lease will terminate: (a) two months after Utility stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; or (c) upon Utility's breach of this Agreement or Utility's underlying agreement with Sensus.

7. The following FCC requirements apply to this Agreement.

(a) Pursuant to 47 CFR 1.9040(a),

(1) Utility must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Utility fails to so comply;

(2) If the FCC License is terminated, Utility has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;

(3) This Agreement is not an assignment, sale or other transfer of the FCC License;

(4) This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and

(5) In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.

(b) Pursuant to the standards set forth in 47 CFR 1.9010, Sensus retains *de facto* control over the applicable radio facilities, including that,

(1) Sensus will be responsible for Utility's compliance with FCC policies and rules. Sensus represents and warrants that it has engineered the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Utility will operate the FlexNet equipment solely in accordance with Sensus' specifications. Sensus retains the right to inspect Utility's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Utility to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any

harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and

- (2) Sensus will file any necessary FCC forms or applications and Utility agrees reasonably to assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.

**8.** Utility agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Utility experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.

**9.** The Parties agree to indemnify and hold each other harmless as follows.

- (a) In the event that the FCC License is revoked, cancelled or terminated, or the FCC or other government agency otherwise mounts an enforcement action with respect to radio operation under this Agreement, and Utility has been in full compliance with this Agreement, Utility's underlying agreement with Sensus, and Sensus' specifications, and is current on any payments owed to Sensus, Sensus will indemnify and hold Utility harmless for all liabilities, claims, costs, damages, fines forfeitures and expenses arising out of such government action including, where necessary, Sensus will use commercially reasonable efforts to migrate Utility to other suitable spectrum.
- (b) Utility will indemnify Sensus and affiliated companies and entities, officers, directors employees and agents from all liabilities, claims, costs, damages, fines forfeitures and expenses arising out of Utility's breach of this Agreement.

**10.** Sensus' liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively, "Causes of Action") shall be limited to direct damages. Sensus shall not be liable for any indirect, incidental, special or consequential damages. This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

*[Rest of this page intentionally left blank.]*

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first above written.

**SENSUS**

SENSUS USA INC.

By Michael Tracy  
Name: Michael Tracy  
Title: Executive Vice President

SENSUS SPECTRUM LLC

By Todd Ellis  
Name: Todd Ellis  
Title: Sr. Product Manager, Spectrum

**UTILITY**

SPANISH FORK CITY

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

Utility contact person for FCC filings

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**EXHIBIT A**

**FCC LICENSE(S) AND LICENSED FREQUENCIES**

<b>Call Sign</b>	<b>Market Number</b>	<b>Channel Block</b>	<b>Market Name</b>
<b>KNKV203</b>	NWA255	03	U.S. and Possessions
<b>KNKV204</b>	NWA255	04	U.S. and Possessions

**EXHIBIT B**

**GEOGRAPHIC BOUNDARIES OF UTILITY'S SERVICE AREA**

<b>Channels</b> (Base/Remote Frequency)	<b>Locations</b> (Coordinates)
901.100-901.200 MHz uplink, 940.100-940.200 MHz downlink	40 09 05.7 N, 111 39 52.6 W
	40 09 13.5 N, 111 38 58.1 W
	40 09 00.8 N, 111 38 58.1 W
	40 09 00.8 N, 111 38 50.1 W
	40 07 58.0 N, 111 38 48.9 W
	40 08 15.1 N, 111 38 15.6 W
	40 08 20.2 N, 111 37 51.6 W
	40 08 13.8 N, 111 37 42.5 W
	40 08 07.1 N, 111 37 51.3 W
	40 07 34.8 N, 111 37 47.9 W
	40 07 29.8 N, 111 37 38.5 W
	40 07 15.0 N, 111 37 51.4 W
	40 07 21.2 N, 111 38 09.4 W
	40 07 02.5 N, 111 37 56.0 W
	40 06 46.8 N, 111 37 60.0 W
	40 06 46.5 N, 111 38 09.3 W
	40 06 34.8 N, 111 38 09.3 W
	40 06 34.2 N, 111 37 50.0 W
	40 06 02.7 N, 111 36 42.9 W
	40 06 02.7 N, 111 36 19.1 W
	40 05 50.5 N, 111 36 18.6 W
	40 05 18.9 N, 111 35 36.2 W
	40 05 09.6 N, 111 35 31.7 W
	40 05 07.9 N, 111 35 39.6 W
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	40 04 40.9 N, 111 35 50.0 W
	40 04 16.4 N, 111 35 50.0 W
	40 04 16.3 N, 111 36 22.9 W
	40 04 40.6 N, 111 36 22.6 W
	40 04 42.1 N, 111 36 02.1 W
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	40 06 07.5 N, 111 39 23.4 W
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	40 06 28.3 N, 111 39 49.8 W
	40 06 28.3 N, 111 39 58.6 W
	40 06 35.3 N, 111 40 00.8 W
	40 06 35.3 N, 111 39 53.8 W
	40 06 48.0 N, 111 39 54.2 W
	40 06 48.1 N, 111 39 59.2 W
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	40 07 22.7 N, 111 39 50.8 W
	40 07 22.5 N, 111 39 37.2 W
	40 07 49.7 N, 111 39 36.3 W
	40 07 56.7 N, 111 40 09.8 W
	40 08 02.7 N, 111 40 09.8 W
	40 08 02.8 N, 111 40 03.6 W
	40 08 38.5 N, 111 40 07.3 W
	40 08 51.9 N, 111 40 25.9 W
	40 09 01.6 N, 111 40 26.0 W
	40 05 32.1 N, 111 38 51.7 W
	40 05 46.2 N, 111 38 49.7 W
	40 05 44.5 N, 111 38 44.9 W
	40 05 37.6 N, 111 38 37.5 W
	40 05 30.4 N, 111 38 36.8 W



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: October 13, 2011  
Re: Cold Springs Drain Line Project Services during Construction, Task Order 3

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## Staff Report

The city has contracted with B. D. Bush Excavation Inc. to install a new drain line at Cold Springs. The city engineering office is providing the construction management for the project. Hansen, Allen and Luce designed this drain and helped the city to get approval from the Army Corp of Engineers, Division of Drinking Water, UDOT and the Central Utah Conservancy District. This Task will provide support to the city in meeting the requirements of these entities and support the construction operations as needed.

We recommend that the city council award Task Order 3 to Hansen, Allen and Luce, Inc. in the amount of \$4,953 for the Cold Springs Drain Line Project Services during Construction.

Attached: task

**TASK ORDER NO. 3**  
**TO**  
**ENGINEERING SERVICES AGREEMENT**

OWNER: SPANISH FORK CITY  
Effective Date of Master Agreement: July 27, 2011

THIS TASK ORDER NO. 3 TO ENGINEERING SERVICES AGREEMENT (this "TASK ORDER") is made and entered into as of the 13th day of October, 2011, by and between OWNER and HANSEN, ALLEN & LUCE, INC., ("HAL"), who agree as follows:

1. PROJECT. The PROJECT associated with this TASK ORDER is described as follows: COLD SPRINGS DRAIN LINE SERVICES DURING CONSTRUCTION (SDC)  
The PROJECT SITE is located as follows: Cold Springs
2. SCOPE OF SERVICES. The SCOPE OF SERVICES associated with this TASK ORDER is attached hereto as Exhibit T.O. 3-A.
3. FEES. OWNER shall reimburse HAL for services provided under this AGREEMENT on an hourly billing rate plus reimbursable expenses basis, with an estimated not-to-exceed fee of \$4,953 in accordance with the HAL Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit T.O. 3-B. OWNER hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to OWNER, and OWNER further agrees to pay all fees and charges to HAL in accordance with the ENGINEERING SERVICES AGREEMENT and FEE SCHEDULE.
4. SCHEDULE. SERVICES associated with this TASK ORDER are anticipated to be completed within 360 calendar days following written authorization from the OWNER to HAL to proceed.
5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this TASK ORDER are incorporated herein and are made a part of the ENGINEERING SERVICES AGREEMENT.
6. OWNER has read and understood all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of the ENGINEERING SERVICES AGREEMENT.

IN WITNESS WHEREOF, OWNER and HAL have executed this TASK ORDER as of the date first above written.

OWNER: SPANISH FORK CITY

HANSEN, ALLEN & LUCE, INC.

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**COLD SPRINGS DRAIN LINE SDC  
BACKGROUND AND SCOPE OF WORK**

**BACKGROUND**

The City requires assistance during construction of the Cold Spring Drain Line designed by Hansen Allen & Luce (HAL). During construction the City will manage the construction, but on occasion will need to consult with the design engineer as need arises. The following scope of work was prepared to provide minimal assistance during construction.

**SCOPE OF WORK**

The suggested scope of work is outlined by Task and Subtask below.

**Tasks:**

**Cold Springs Drain Line – Services During Construction**

This task provides HAL assistance for services during construction as requested by the City. The following subtasks detail tasks anticipated through construction.

- a. HAL anticipates attending three construction meetings during the duration of construction.
- b. HAL anticipates providing ten hours of time to visit the site during construction. Specific visits shall be authorized by the City’s Construction Manager.
- c. HAL will coordinate with the Contractor to answer Requests for Information.
- d. HAL will attend the substantial walk through at the end of the construction

**ESTIMATED FEE**

We propose a “not to exceed” engineering budget of \$4,953 for the Cold Springs Drain Line SDC to perform the services as outlined in this task order. The following tables summarize the estimated engineering fee to accomplish each task.

**COLD SPRINGS DRAIN LINE SDC**

<b>TASK</b>	<b>MAN HOURS</b>	<b>COST</b>
a. Construction Meetings with the City Biweekly for 6 weeks	10	\$1,362
b. Construction Site Visits, As Required	10	\$1,362
c. Contractor Coordination & Requests For Inspections	10	\$1,232
d. Walk Through and Miscellaneous Items as Directed by the City	6	\$997
<b>TOTAL</b>	<b>36</b>	<b>\$4,953</b>

**STANDARD FEE SCHEDULE**

September 2011

**PERSONNEL CHARGES**

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

Principal .....	\$156.00/hr
Managing Professional.....	\$130.50/hr
Senior Professional II .....	\$119.00/hr
Senior Professional I.....	\$110.00/hr
Professional II .....	\$100.50/hr
Professional I.....	\$94.00/hr
Professional Intern .....	\$80.00/hr
Senior Designer .....	\$100.00/hr
Designer .....	\$86.00/hr
Senior Field Technician.....	\$86.00/hr
Field Technician.....	\$70.50/hr
CAD Operator .....	\$70.50/hr
Secretary.....	\$52.00/hr
1 Man GPS Surveying Services .....	\$159.00/hr
2 Man GPS Surveying Services .....	\$172.00/hr
Surveying Services.....	\$149.00/hr
Expert Legal Services .....	\$238.00/hr

**DIRECT CHARGES**

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

Communication/Computer/Copy Reproduction .....	\$6.00 per labor hour
Out-of-town per diem allowance (lodging not included) .....	\$35.00 per day
Vehicle .....	\$0.65 per mile
Outside consulting and services.....	Cost plus 10%
Other direct expenses incurred during the project .....	Cost plus 10%
Trimble GPS Unit.....	\$130.00 per day

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

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



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: October 13, 2011  
Re: North Park Re-development Storm Drain Analysis Review, Task Order 4

---

## Staff Report

As plans have begun to materialize for the North Park development it became apparent that work needed to be done to bring them in line with the storm drain masterplan which Bowen Collins & Associates has almost completed. We needed to review this analysis quickly to make sure we did not hold up any development so we asked Bowen Collins & Associates to do the review. Their work on this project has found many good solutions that will protect the city and the future developments in the area.

The cost to do this analysis came to \$4,800 and could be paid for out of the approved RDA budget. We therefore recommend that the city council approve Task Order 4 with Bowen, Collins and Associates for the North Park Re-development Storm Drain Analysis Review for the amount of \$4,800.

Attached: task

**TASK ORDER NO. 4  
TO  
ENGINEERING SERVICES AGREEMENT**

**OWNER: Spanish Fork City**

Effective Date of Agreement: 8/4/11

THIS TASK ORDER NO. 4 TO ENGINEERING SERVICES AGREEMENT (this "TASK ORDER") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between OWNER and Bowen, Collins and Associates, Inc., a Utah Corporation (herein called ENGINEER) who agree as follows:

1. PROJECT. The PROJECT associated with this TASK ORDER is described as follows: North Park Redevelopment Analysis. The PROJECT SITE is located as follows: North Park Redevelopment.
2. SCOPE OF SERVICES. The SCOPE OF SERVICES associated with this TASK ORDER is attached hereto as Exhibit A.
3. FEES. OWNER shall reimburse for services provided under this AGREEMENT on a time and expense basis not to exceed amount in accordance with the Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit B. OWNER hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to OWNER, and OWNER further agrees to pay all fees and charges to ENGINEER in accordance with the ENGINEERING SERVICES AGREEMENT and FEE SCHEDULE.
4. SCHEDULE. Design SERVICES associated with this TASK ORDER are anticipated to be completed within 60 calendar days following written authorization from the OWNER to proceed.
5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this TASK ORDER are incorporated herein and are made a part of the ENGINEERING SERVICES AGREEMENT.
6. OWNER has read and understood all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of the ENGINEERING SERVICES AGREEMENT.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this TASK ORDER as of the date first above written.

OWNER:

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

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

By: Craig R. Bagley

Its: Vice-President

Attest: [Signature]

Its: Principal

**EXHIBIT A**  
**SCOPE OF SERVICES**

City of Spanish Fork (OWNER)

The following scope of services has been developed for North Park Redevelopment Analysis.

**Task 1: Storm Drain Analysis**

Bowen, Collins and Associates staff will analyze the existing storm drain, in detail, in and around the North Park Redevelopment site. Specifically, we will incorporate survey data provided by Spanish Fork City into a SWMM computer model. We will utilize the SWMM model to analyze multiple improvement scenarios. We will also review the developer's proposed storm drain plan.

## Attachment B Fee Schedule

**Spanish Fork City  
North Park Redevelopment Analysis  
Engineering Fee Estimate**

Bowen Collins & Associates, Inc.  
10/11/2011

		Office/Support		Engineers			Subtotal Hours	Subtotal Labor	Expenses	Total Cost
	Labor Category	Office	Editor	Staff Eng.	Proj. Eng.	Proj. Mngr				
	Staff	Dannelly	Hansen	Ballentine	Stayner	Larson				
	Labor Rate	\$60	\$60	\$88	\$88	\$100				
Task No.	Task Description									
1	Storm Drain Analysis			16	34		50	\$4,400	\$400	\$4,800
	Subtotal Hours	0	0	16	34	0	50			
	Total:									<b>\$4,800</b>

Expenses include:

Mileage reimbursement at \$0.75/mile

Computer/Communications Charge at \$6/labor hour

10% Markup on other project related expenses

Hourly rates are adjusted annually to reflect labor rated increases



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: October 13, 2011  
Re: Main Street River Bridge Replacement LOMR, Bowen, Collins and Associates,  
Task Order 6

---

## Staff Report

UDOT has recently replaced the Spanish Fork River bridge at Main Street. Since Spanish Fork City has jurisdiction over the flood zones at this location we are responsible to submit an updated LOMR to FEMA with the parameters from the new bridge. We are currently in negotiations with UDOT to pay the costs of this LOMR and believe they will. We are, however, under some strict time constraints to have the LOMR submitted so we recommend proceeding with the LOMR before the issue is worked out with UDOT.

Bowen, Collins and Associates prepared the last LOMR for this area and is well qualified and equipped to adjust the models and submit an updated LOMR. They have proposed to do this task for the amount not to exceed \$9,300. We propose setting aside existing funds in the capital budget for storm drain for this with the anticipation that UDOT will most likely actually bear the expense.

We recommend that the city council approve Task Order 6 Main Street Bridge LOMR with Bowen, Collins and Associates for the amount of \$9,300.

Attached: task



**TASK ORDER NO. 6  
TO  
ENGINEERING SERVICES AGREEMENT**

**OWNER: Spanish Fork City**

Effective Date of Agreement: 8/4/11

THIS TASK ORDER NO. 6 TO ENGINEERING SERVICES AGREEMENT (this "TASK ORDER") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between OWNER and Bowen, Collins and Associates, Inc., a Utah Corporation (herein called ENGINEER) who agree as follows:

1. PROJECT. The PROJECT associated with this TASK ORDER is described as follows: Main Street Bridge LOMR. The PROJECT SITE is located as follows: Main Street Bridge on the Spanish Fork River.
2. SCOPE OF SERVICES. The SCOPE OF SERVICES associated with this TASK ORDER is attached hereto as Exhibit A.
3. FEES. OWNER shall reimburse for services provided under this AGREEMENT on a time and expense basis not to exceed amount in accordance with the Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit B. OWNER hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to OWNER, and OWNER further agrees to pay all fees and charges to ENGINEER in accordance with the ENGINEERING SERVICES AGREEMENT and FEE SCHEDULE.
4. SCHEDULE. Design SERVICES associated with this TASK ORDER are anticipated to be completed within 60 calendar days following written authorization from the OWNER to proceed.
5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this TASK ORDER are incorporated herein and are made a part of the ENGINEERING SERVICES AGREEMENT.
6. OWNER has read and understood all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of the ENGINEERING SERVICES AGREEMENT.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this TASK ORDER as of the date first above written.

OWNER:

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

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

By: Craig R. Begley

Its: Vice-President

Attest: [Signature]

Its: Principal

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**Main Street Bridge LOMR**

City of Spanish Fork (OWNER)

It is our understanding the Arrowhead Trail Road has been realigned at the intersection of Main Street and the bridge crossing the Spanish Fork River has been removed. A new bridge has been constructed for the Main Street crossing of the Spanish Fork River. It is our understanding that Spanish Fork City desires to submit a Letter of Map Revision (LOMR) request to reflect the bridge changes in order to stay in compliance with the FEMA National Flood Insurance Program regulations. The following scope of services has been developed to obtain a LOMR for the changes made to the bridges.

**Task 1 – Perform Field Reconnaissance**

Bowen, Collins and Associates (BC&A) will perform field Reconnaissance including taking photographs of the stream and structure upstream and downstream.

**Task 2 – Perform Survey**

We will field survey 4 cross sections of the channel (two cross section upstream of the new Main Street Bridge, and two cross sections downstream of the new bridge). We will also survey the top of deck, low chord and abutment walls of the new Main Street bridge. It is critical that we obtain new survey of the bridge to verify the survey data is on the correct vertical datum.

**Task 3 – Revise Hydraulic Model and Delineate Floodplain**

BC&A will revised the current effective FEMA HEC-RAS computer model for the Spanish Fork River using the survey data that we will collect in Task 2 and the as-built drawings provided by UDOT. We will prepare the HEC-RAS model to meet FEMA guidelines and specifications.

BC&A will delineate the 1%- and 0.2%-annual chance floodplains using the computed water surface elevation data from the hydraulic model, the survey data collected in Task 2, and the Spanish Fork 2008 contours.

**Task 4 – Prepare a Request for a LOMR**

BC&A will perform the following tasks associated with preparing a LOMR request:

- Perform necessary coordination with FEMA representatives or officials related to the project
- Develop a work map delineating the flood hazard boundaries
- Prepare technical data and required documentation to support a request for a FEMA Letter of Map Revision

- Prepare for and attend one meeting with Spanish Fork City representatives, show them the final work map and obtain their concurrence
- Submit the completed form to FEMA for review and approval

**Task 5 – FEMA Review Correspondence**

BC&A will provide correspondence with FEMA as required during the review period.

## Attachment B Fee Schedule

**Spanish Fork City  
Main Street Bridge LOMR  
Engineering Fee Estimate**

Bowen Collins & Associates, Inc.  
10/11/2011

		Office/Support		Engineers			Subtotal Hours	Subtotal Labor	Expenses	Total Cost
Labor Category		Office	Editor	Staff Eng.	Proj. Eng.	Proj. Mngr				
Staff		Dannelly	Hansen	Ballentine	Stayner	Bagley				
Labor Rate		\$60	\$60	\$85	\$91	\$135				
Task No.	Task Description									
1	Perform Field Reconnaissance				6		6	\$546	\$36	\$582
2	Field Survey				2		2	\$182	\$2,218	\$2,400
3	Develop Hydraulic Model and Delineate Floodplain				10	3	13	\$1,315	\$78	\$1,393
4	Prepare a Request for a LOMR			8	34	3	45	\$4,179	\$270	\$4,449
5	FEMA Review Correspondence				4		4	\$364	\$112	\$476
Total:					56	6	70	\$6,586	\$2,714	<b>\$9,300</b>

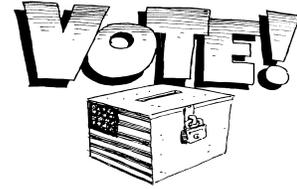
Expenses include:

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

Hourly rates are adjusted annually to reflect labor rated increases

## 2011 Spanish Fork City Election

October 18, 2011



Mayor & City Council:

RE: Election Judges

(General Election - November 8<sup>th</sup>)

Attached is a list of names from each voting district who have been asked to serve as "ELECTION POLL WORKERS". They are selected from a previously approved list from prior years and from citizens who have called asking to be an election worker. Some will be poll workers and some will be counting workers who will come in at the end of the day and count the ballots. They all have been contacted and are willing to serve this year. They will need to be approved by you at the next Council Meeting.



If there are names you would like to add to the list, please let me know.

Thank you,

Kent R. Clark

### **Voting Place:**

#### District # 1, & 4

**Anne Brierley** (ev)  
**Donna Gilger** (ev)  
**Cody Webb** (9)  
**Jeff Deloach**

Kehaulani Keliilike  
Richard Bierma  
Tiffany Bierma

#### Rees School

798-7043  
798-9080  
558-4249  
798-2119

798-1003  
854-0108  
854-0108

#### 574 North Rees Ave

Principal: Mike Larsen - 798-4055

645 East 800 North  
443 East 900 North  
98 South 1650 East  
1259 Firefly Dr.

698 North Rees Ave  
567 North 880 East  
567 North 880 East

#### District # 2 & 6

**Sandra Griffiths**  
**Bev Herbert** (16)  
**Ruby Hansen**  
**Victor Hansen**

Katee Westover (14)

#### Jr. High School

798-1019  
798-8879  
794-9775  
794-9775

794-9417

#### 600 South 820 East

Principal: Scott Carson 798-4075

90 East 200 South  
526 South 1700 East  
766 South 1040 East  
766 South 1040 East

3016 East 1300 South

Jacqueline Lucas	798-9120	836 South 770 East
Michael Harrison (11)	798-1538	2092 East 1590 South

**District # 3, & 8**                      **Riverview Elementary**                      **628 South West Park Drive**

Principal: Sandra Jarvis/ Tricia - 798-4050

<b>Jay Rindlisbacher (1)</b>	798-7220	245 North 600 East
<b>Rich Harris</b>	798-2168	1657 West 900 South
<b>Lana Harris</b>	798-2168	1657 West 900 South
<b>Roy Henrichsen (4)</b>	794-9677	471 North 600 East

Vesta Robertson	798-2608	1922 West 900 South
John Robertson	798-2608	1922 West 900 South
Lisa Olsen	798-9303	1208 West 900 South

**District # 5, 7, & 12**                      **Brockbank School**                      **340 West 500 North**

Principal: Allison Hansen 798-4025

<b>Cleo Cox</b>	798-3302	146 West 500 North
<b>Christie Atwood</b>	798-6354	890 North 300 East
<b>Judith Stone</b>	798-1898	391 West 470 North
<b>Marion Dickey</b>	794-0675	160 East 900 North

Karina Carson	798-3692	740 North 300 East
Shauna Michelsen	798-0755	700 North Valley Dr.
Timothy Terry(9)	983-2733	1224 South 2970 East

**District # 9, 10 & 16**                      **Larsen Elem. School**                      **1175 East Flonette Ave**

Principal: Mike Johnson 798-4035

<b>Cindy Phillips</b>	798-8848	975 East Sterling Dr.
<b>Norman Smith</b>	798-1609	360 South 1360 East
<b>Dale Koyle</b>	404-9612	242 South 1400 East
<b>Mary Webster</b>	798-7212	310 South 900 East

Amy Huhtala	794-3328	1671 South 2520 East
Nancy Bledsoe	794-3328	1671 South 2520 East
Connie Jo Ziegler	794-8121	572 South 1800 East

**District # 11, 13 & 15**                      **Canyon Elem. School**                      **1492 East 1240 South**

Principal: Dave Harlan - 798-4610

<b>Angela Grimm</b>	787-1834	1704 South 2000 East
<b>Whitney Grimm</b>	787-1834	1704 South 2000 East
<b>Claire White</b>	798-6990	1273 East 1750 South
<b>Karolyn Judd (2)</b>	798-2056	769 South Wolf Hollow Dr.

Curtis Snider	798-0840	863 South 1520 East
Tanya Snider	798-0840	863 South 1520 East
Keith Grover	794-9839	1097 South 1740 East

**District # 14****Spanish Oaks Elem. School    2701 East Canyon Crest Dr.**

Principal: Susan Huff - 798-7411

<b>John Hardy</b> (15)	794-0414	2802 East 1320 South
<b>Kristin McInelly</b>	794-0779	3323 Canyon Crest
<b>James Hombs</b>	615-1691	3181 River Bottoms Rd.
<b>Merylin Hall</b> (15)	794-0538	1254 South 2700 East

**Alternates:**

Kara Wood	798-8545	1742 East 1310 South
Reed Powell	794-1494	1562 South 2180 East
Karen Morrell	798-0565	8282 South State Rd.
Kay Wittwer	798-5314	1167 South 2910 East
Jenny Singerman	798-7568	?
Avonne Goff	798-9147	395 North 900 East
David Goff	798-9147	395 North 900 East
Mary Ann Coombs	504-6040	?

**Spanish Fork****Voting #****Place****Address**

1, 4	Rees Elementary	574 North Rees Ave
2, 6,	Jr. High School	600 South 820 East
3, 8	Riverview Elementary	628 South West Park Dr.
5, 7, 12	Brockbank Elem. School	340 West 500 North
9, 10, 16	Larsen Elem. School	1175 East Flonette Ave.
11, 13, 15	Canyon Elem. School	1492 East 1240 South
14	Spanish Oaks Elem. School	2701 East Canyon Crest Dr.

# Memo

To: Mayor and City Council  
From: Kent R. Clark  
Date: 10/14/2011  
Re: Long-Term Disability Program coverage for Volunteer Fire Fighters

---

The Utah Retirement Systems (URS) has a premium program for Volunteer Fire Fighters. It is called the "Public Employees Long-Term Disability Program". This agreement will opt us in to the program. The City pays nothing and gain coverage for all new fire fighters hired after July, 2011. The Premium is paid by another entity of the State. (State of Utah Fire Association).

Action: Approve for the Mayor to sign this agreement and opt into the LTD program.

**AGREEMENT  
UTAH RETIREMENT SYSTEMS  
PUBLIC EMPLOYEES LONG-TERM DISABILITY PROGRAM AND  
SPANISH FORK CITY FOR SPANISH FORK FIRE DEPARTMENT**

---

**THIS AGREEMENT** is made and entered into by and between SPANISH FORK CITY a body corporate and political subdivision of the State of Utah, for purposes of this agreement hereinafter referred to as the "EMPLOYER", and UTAH RETIREMENT SYSTEMS by and through the "PUBLIC EMPLOYEES LONG-TERM DISABILITY PROGRAM" or "LTD Program".

**WITNESSETH:**

**WHEREAS**, LTD Program is obligated pursuant to Title 49, Chapter 21, Utah Code Annotated (1953, as amended), to make long-term disability benefits available to employers of the State, its educational institutions, and political subdivisions; and

**WHEREAS**, the EMPLOYER certifies it is a political subdivision of the State of Utah and also certifies that both the EMPLOYER and its firefighter service employees and volunteer firefighters hired on or after July 1, 2011, qualify to participate in such a program; and

**WHEREAS**, EMPLOYER wants to participate in the LTD PROGRAM; and

**WHEREAS**, EMPLOYER wants to have the LTD Program act as the long-term disability provider organization for EMPLOYER's firefighter service employees and volunteer firefighters hired on or after July 1, 2011; and

**WHEREAS**, THE LTD Program has agreed to make available to EMPLOYER's firefighter service employees and volunteer firefighters hired on or after July 1, 2011, the benefit program set forth in Title 49, Chapter 21, of the Utah Code Ann.

**NOW, THEREFORE**, for and in consideration of the agreement and provisions hereinafter contained, it is hereby agreed as follows:

### **SECTION 1. SCOPE OF AGREEMENT**

1.1 Title 49, of the Utah Code Ann. contains the terms of the long-term disability LTD Program which govern the long-term disability benefits.

1.2 The LTD Program shall be administered by the Utah State Retirement Office, under Utah law and the policies and rules adopted by the Utah State Retirement Board and the LTD Program.

1.3 Any documents prepared and/or provided by the LTD Program are intended to be complementary to this Agreement. In the event of any inconsistency between the provisions of any LTD document, this Agreement and/or Utah law, they shall be resolved by giving precedence first to Utah Code Title 49, Chapter 21, then to this Agreement.

## **SECTION 2. ELIGIBLE EMPLOYEES**

2.1 The LTD Program will make long-term disability benefits available to the EMPLOYER's "firefighter service employees" and "volunteer firefighters" hired on or after July 1, 2011, as those terms are defined under Utah Code Ann. §49-23-102.

Notwithstanding any other provision of this Agreement, volunteer firefighters hired on or after July 1, 2011, are eligible for line-of-duty disability benefits only.

2.2 The following employees **are not eligible** for LTD Program's Long-term disability benefits:

- a. All non-firefighter service employees of employer;
- b. Utah Retirement System post-retirees;
- c. Employees with enough years to retire from the Utah Retirement System without a reduction, and subject to U.C.A. §49-21-403; and
- d. Employees classified by Utah Retirement Systems under Title 49, as ineligible to participate with the Utah Retirement System.

## **SECTION 3. TERM OF AGREEMENT**

3.1 Unless sooner terminated as herein provided, this Agreement shall be effective beginning July 1, 2011, and will be automatically renewed annually. Either party shall have the right to terminate this Agreement without cause by notifying the other party in writing, of its intent to terminate at least ninety (90) days in advance.

3.2 Upon termination of this Agreement, the LTD Program shall continue to provide disability benefits to individuals whose date of disability was prior to the termination date of this Agreement for as long as those individuals remain eligible for disability benefits under the terms of the LTD Program.

3.3 Except as provided above, upon termination of this Agreement the LTD Program shall not provide any benefits to EMPLOYER'S Eligible Employees which have a date of disability on or after the termination date of this Agreement.

#### **SECTION 4. RATES**

4.1 The rate is listed in Exhibit A.

4.2 Rates for firefighters and voluntary firefighters will be paid through the Utah Fire Insurance Premium Tax therefore no rate is due to the LTD Program for firefighter employees by Employer.

4.3 EMPLOYER acknowledges that during each legislative session, the Retirement Board shall certify to the Legislature the rate expressed as a percentage of salary which is required to fund the Public Employees' Long-Term Disability Trust Fund.

4.4 The LTD Program may increase or decrease the rate, upon renewal upon written notice to EMPLOYER, according to sound actuarial principles. If the LTD Program determines that it is necessary to increase the rate in order to keep the Program

actuarially sound, EMPLOYER will be provided with sixty (60) day notice of the rate increase.

## **SECTION 5. EMPLOYER RESPONSIBILITY**

5.1 EMPLOYER hereby acknowledges and agrees that upon request of the LTD Program, it is the responsibility of EMPLOYER to provide to the LTD Program the number of Eligible Employees, and, if requested, a list of the names and salaries of Eligible Employees.

5.2 Upon Eligible Employees' application for an LTD benefit, EMPLOYER agrees to provide to the LTD Program the information necessary to complete the application process, which includes, a completed Employer Certification and/or any other relevant employment documentation requested by the LTD Program. EMPLOYER agrees to cooperate with the LTD Program in, providing information requested by the LTD Program.

## **SECTION 6. AVAILABILITY OF DATA**

6.1 EMPLOYER acknowledges that the LTD Program is subject to Utah Code Annotated §49-11-618(2) (1953, as amended), and the LTD Program will comply with the applicable board resolutions on confidentiality.

## **SECTION 7. GENERAL PROVISIONS**

7.1 This Agreement may be modified or amended only by a written instrument executed by duly authorized officers of the parties hereto except as provided below.

7.2 If at any time Utah law changes, which impacts this Agreement, this Agreement will be automatically amended to reflect such changes.

7.3 If any party defaults in the performance of this Agreement or fails to perform any of its obligations hereunder, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing the Agreement or from pursuing any remedy provided hereunder.

7.4 Except as otherwise provided in this Agreement, in the event a party to this Agreement fails to perform its obligations hereunder, the performing party shall provide written notice to the non-performing party of such failure(s) to perform. The non-performing party shall then have sixty (60) days to cure such non-performance. If the non-performing party does not cure such failures, the performing party may terminate the Agreement without waiving any rights that party may have either in law or equity.

7.5 This Agreement is entered into in the State of Utah and shall be governed by the laws of Utah.

7.6 Each person signing this Agreement represents and warrants that they are authorized to sign this Agreement and has the authority to bind the entity on whose behalf they are signing.

7.7 The parties agree to resolve any dispute regarding this Agreement through the administrative hearing process outlined in Utah Code Annotated §49-11-613.

7.8 This Agreement is for the benefit of the parties and does not create any rights, causes of action or obligations to or on behalf of any third party.

7.9 Each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

UTAH RETIREMENT SYSTEMS  
PUBLIC EMPLOYEES HEALTH PROGRAM

By: 

Title: Director Public Employees Health Program

Employer: SPANISH FORK CITY for SPANISH FORK FIRE DEPARTMENT

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

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

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

# **EXHIBIT A**

## **PREMIUM RATE**

**July 1, 2011**

The LTD premium rate for full time firefighters is .006 of regular salary as defined by the Compensation Table/Contribution Reporting for Utah Retirement Systems found in the Employer's Guide.

The rate for volunteer firefighters is .006 of salary as defined at Utah Code Annotated §49-16-701.



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: October 14, 2011  
Re: Easement Agreement with Prescor Inc.

---

## **STAFF REPORT**

Spanish Fork City is about to construct a water transmission line down the canyon. The easement referenced in this agreement is to permit that line to cross the front of the property at the end of Canyon Road owned by Prescor. We estimated the value of this easement would be less than the cost of an appraisal so we negotiated at purchase price of \$1,500.

The cost of this easement is within existing city approved budgets. We recommend that the city council approve this easement agreement with Prescor Inc. for the amount of \$1,500.

Attached: agreement



**SPANISH FORK CITY CRAB CREEK TRANSMISSION LINE PROJECT  
EASEMENT AGREEMENT**

This agreement is entered between PRESCOR INC. (Owner) and SPANISH FORK CITY (City) for the purpose of constructing and maintaining the Crab Creek Transmission Line along the property owned by Owner.

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

WHEREAS, City is desirous of obtaining an easement though property owned by Owner for the purpose of constructing and maintaining a water line;

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

1. Water Line Easement is described as follows:

A 15 FOOT WIDE EASEMENT 77.14 FEET LONG LOCATED IN SECTION 27 TOWNSHIP 8 S RANGE 3 E. THE EASEMENT CONSISTS OF 7.5 FEET TO THE SOUTHWEST SIDE OF THE CENTERLINE AND 7.5 FEET TO THE NORTHEAST SIDE OF THE CENTERLINE OR TO THE PROPERTY LINE, WHICHEVER IS CLOSER. THE CENTERLINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH LIES EAST 1132.67 FEET AND NORTH 468.04 FEET, MORE OR LESS, FROM THE SOUTHWEST (SW) CORNER OF SECTION 27 IN TOWNSHIP 8 S AND RANGE 3 E ON THE PRESCOR INC. PROPERTY LINE. THENCE ALONG THE PRESCOR INC. PROPERTY LINE S 15 27' 09" E A DISTANCE OF 49.52 FEET; THENCE S 06° 51' 23" W FOR A DISTANCE OF 27.63 FEET, MORE OR LESS TO THE PRESCOR INC. PROPERTY LINE.

CONTAINING: 0.016 ACRES

2. City shall cause a water line to be constructed through the easement granted herein. The contractor doing the installation shall be required to haul away and dispose of any rubbish, sticks, trash, large rocks, or other similar type of debris which is removed during excavation, and shall cause the excavation to be restored to a condition which existed prior to the excavation.

3. City shall pay Owner \$1,500.00 for this easement.

4. City shall be responsible for restoring all surface improvements during construction of the pipeline of the disturbed areas at the Owners property.

5. Owner will provide construction access and construction staging along the easement corridor mentioned above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

SPANISH FORK CITY by:

\_\_\_\_\_  
G. WAYNE ANDERSEN, Mayor

ATTEST:

\_\_\_\_\_  
KENT R. CLARK, Recorder

PRESCOR INC. by:

  
\_\_\_\_\_  
SUE NEE PATTEN, President  
NEEM

# SPANISH FORK EASEMENTS PRESCOR TO SFC



1 Inch = 60 Feet

 PUE Prescor to SFC

Print date:  
9/26/2011



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





# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: October 14, 2011  
Re: Easement Agreement with Kelton and Sue Nee Patten

---

## **STAFF REPORT**

Spanish Fork City is about to construct a water transmission line down the canyon. The easement referenced in this agreement is to permit that line to cross the front of the property at the end of Canyon Road owned by Kelton and Sue Nee Patten. We estimated the value of this easement based on appraisal values from the Utah County Assessor's Office.

The cost of this easement is within existing city approved budgets. We recommend that the city council approve this easement agreement with Kelton and Sue Nee Patten for the amount of \$4,000.

Attached: agreement



**SPANISH FORK CITY CRAB CREEK TRANSMISSION LINE PROJECT  
EASEMENT AGREEMENT**

This agreement is entered between KELTON & SUE NEE PATTEN (Owner) and SPANISH FORK CITY (City) for the purpose of constructing and maintaining the Crab Creek Transmission Line along the property owned by Owner.

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

WHEREAS, City is desirous of obtaining an easement though property owned by Owner for the purpose of constructing and maintaining a water line;

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

1. Water Line Easement is described as follows:

A 15 FOOT WIDE EASEMENT 377.07 FEET LONG LOCATED IN SECTION 27 TOWNSHIP 8 S RANGE 3 E, SALT LAKE BASE AND MERIDIAN. THE EASEMENT CONSISTS OF 7.5 FEET TO THE SOUTHWEST SIDE OF THE CENTERLINE AND 7.5 FEET TO THE NORTHEAST SIDE OF THE CENTERLINE OR TO THE PROPERTY LINE, WHICHEVER IS CLOSER. THE CENTERLINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH LIES EAST 971.60 FEET AND NORTH 807.59 FEET, MORE OR LESS, FROM THE SOUTHWEST (SW) CORNER OF SECTION 27 IN TOWNSHIP 8 S AND RANGE 3 E ON THE KELTON & SUE PATTEN PROPERTY LINE; THENCE S 29° 07' 15" E A DISTANCE OF 238.08 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 10 ° 43' 44", SAID CURVE HAVING A RADIUS OF 55.00 FEET, AND WHOSE LONG CHORD BEARS S 23° 45' 23" E FOR A DISTANCE OF 10.28 FEET; THENCE, S 18 ° 23' 31" E FOR A DISTANCE OF 128.70 FEET, MORE OR LESS TO THE KELTON & SUE PATTEN PROPERTY LINE.

CONTAINING: 0.107 ACRES

2. City shall cause a water line to be constructed through the easement granted herein. The contractor doing the installation shall be required to haul away and dispose of any rubbish, sticks, trash, large rocks, or other similar type of debris which is removed during excavation, and shall cause the excavation to be restored to a condition which existed prior to the excavation.

3. City shall pay Owner \$4,000.00 for this easement.

4. City shall be responsible for restoring all surface improvements during construction of the pipeline, including reseeding all of the disturbed areas at the Owners property.

5. Owner will provide construction access and construction staging along the easement corridor mentioned above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

SPANISH FORK CITY by:

\_\_\_\_\_  
G. WAYNE ANDERSEN, Mayor

ATTEST:

\_\_\_\_\_  
KENT R. CLARK, Recorder

KELTON & SUE NEED PATTEN:

  
\_\_\_\_\_  
KELTON PATTEN, Owner

  
\_\_\_\_\_  
SUE NEED PATTEN, Owner  
NEEM

# SPANISH FORK EASEMENTS PATTEN TO SFC



1 Inch = 90 Feet

 PUE Patten to SFC

Print date:  
9/26/2011



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



# RESOLUTION No. 11-09

## ROLL CALL

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

I MOVE this resolution be adopted: Council member

I SECOND the foregoing motion: Council member

## RESOLUTION No. 11-09

### A RESOLUTION EXTENDING THE LIFE OF EXISTING CONNECTOR'S AGREEMENTS TO MORE CLOSELY CORRESPOND TO THE USEFUL LIFE OF THE INFRASTRUCTURE INSTALLED

WHEREAS, Spanish Fork City requires developers to install offsite utilities and other infrastructure where they are necessary to provide service to property being developed; and

WHEREAS, Spanish Fork City authorizes connector's agreements to allow a developer who has installed offsite improvements to recoup the pro-rata cost of those improvements from other properties who benefit from the installation, at the time those other properties develop; and

WHEREAS, technology has created materials which last much longer, and computers have made it easier to track reimbursements; and

WHEREAS, the City has recently extended the payback time on connector's agreements from ten years to 30 years for utilities and 20 years for streets, to more closely match the useful life of the improvements; and

WHEREAS, a developer has recently requested that its existing connector's agreement be extended to match the new policy; and

WHEREAS, it is fair and reasonable that existing connector's agreements be extended to allow reimbursement for utilities over 30 years and for streets over 20 years, from the date improvements were installed;

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

1. The existing connector's agreements for utilities are hereby extended to allow reimbursement for a period of 30 years from the date of installation.
2. The existing connector's agreements for streets, curbs, and sidewalks are hereby extended to allow reimbursement for a period of 20 years from the date of installation.
3. No interest shall accrue on connector's agreements, neither shall the value of improvement be depreciated.
4. The existing connector's agreements which are active and being extended by this resolution are listed on exhibit "A", attached hereto.

DATED this 18th day of October, 2011.

\_\_\_\_\_  
G. WAYNE ANDERSEN, Mayor

Attest:

\_\_\_\_\_  
Kent R. Clark, City Recorder

# ***SCRIBNER & MCCANDLESS***

A Professional Corporation  
*Attorneys and Counselors at Law*  
2696 North University Ave., Suite 220  
Provo, Utah 84604

THOMAS J. SCRIBNER  
DONALD E. MCCANDLESS  
LORIE D. FOWLKE  
JACOB R. POWELL

Telephone: (801) 375-5600  
Facsimile: (801) 375-5607  
*thomas@ssmlegal.com*  
*www.ScribnerandMcCandless.com*

April 8, 2011

VIA EMAIL

Junior Baker, Esq.  
Spanish Fork City Attorney

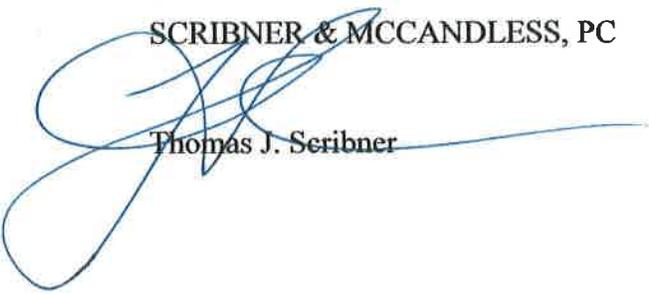
RE: Extension Request for Connector's Agreement

Dear Junior:

As you are aware this firm represents the interests of Hearthstone Development, Inc. relative to the Connector's Agreement entered into between it and Spanish Fork City regarding the improvements made on 2300 East. A recent review of the reimbursement for the improvements show considerable frontage not yet reimbursed, as well as a looming end to the agreement. This letter is a formal request to extend the ending date of that agreement. Please feel free to contact me with any questions.

Sincerely,

SCRIBNER & MCCANDLESS, PC



Thomas J. Scribner

**CONNECTOR AGREEMENTS**

Name of Connector's Agreement	Petitioner	Development Associated	Date Approved	Expiration Date	Amount Owed	Pmts or Credits	Balance	Utilities Installed	Amount (Per Lot/Acre/Ft of Frontage)	Address of Area Covered in Connector Agreement
Arlen Ault - Spanish Trails Townhomes Plat D	Arlen Ault	Spanish Trails Townhomes Plat D	April 19, 2011	April 19, 2031	\$ 45,093.22	\$ -	\$ 45,093.22	WT, SW, SD, PI, CB, GT, SDWLK	45093.22 Lump Sum	Spanish Trails Townhomes Plat D - 390 S to 530 S on Spanish Trails Boulevard
Fieldstone - 100 South	Fieldstone Homes	Spanish Fields	December 2, 2008	Not specified in agreement	\$ 125,020.00	\$ 93,524.00	\$ 31,496.00	Water, PI	\$31.75 per foot frontage	100 South 630 W to 1100 W (Thomas and Bills Property **See CC Memo in file)
Fieldstone - Sewer Lift Station	Fieldstone Homes	Spanish Fields Sewer Lift Station	December 2, 2008	August 1, 2035	\$ 339,599.23	\$ 271,718.70	\$ 67,880.53	Sewer Lift Station	260.93 per residential unit (or equivalent)	Described in Exhibit A - See file
Fieldstone - West Park Drive	Fieldstone Homes	Spanish Fields	December 2, 2008	Not specified in agreement	\$ 101,740.00	\$ 92,802.50	\$ 8,937.50	Water, PI	\$27.50 per foot frontage	West Park Drive Volunteer Dr to Spanish Fields Blvd (Christensen property **See CC Memo in file)
Hearthstone Dev. 2300 E Canyon Road to approx. 1650 South	Hearthstone Development	Maple Meadows	December 1, 2000	December 1, 2010	\$ 331,822.98	\$ 274,051.69	\$ 57,771.29	Water, PI, Road	\$69.39 per foot frontage	2300 East from Canyon Road to approx. 1650 South - Distance of 2,691 feet
Hearthstone Dev. 2300 E from 1650 to 1850 South	Hearthstone Development	Maple Meadows	April 10, 2001	April 10, 2011	\$ 73,112.40	\$ 55,859.25	\$ 17,253.15	Water, Sewer, PI, Road	\$79.47 per foot frontage	2300 East from 1650 South to approx. 1850 South - Distance of 920 feet
Hearthstone Manor 1700 East	Hearthstone Manor	Hearthstone Manor	November 16, 2001	November 21, 2010	\$ 16,671.60	\$ 16,671.60	\$ -	Water, PI, Sewer, Electric	\$50.52 per foot frontage	1700 East 1424 South - Distance of 330 feet
Ivory Homes - 400 North	Ivory Homes, LTD	Spanish Highlands	August 7, 2007	August 7, 2017	\$ 157,435.17	\$ -	\$ 157,435.17	Water, PI, Sewer	400 North	400 North from 1600 East through 1900 East
Ivory Homes - Cut Bridge and 100 South to 2550 E	Ivory Homes, LTD	Spanish Highlands	August 7, 2007	August 7, 2017	\$ 390,068.98	\$ 274,909.59	\$ 115,159.39	Electric	Cut Bridge, 100 South	Cut Bridge 1220 feet 100 South 2962 feet
John Smiley and Bruce Hall 1400 East and 1700 East	John Smiley & Bruce Hall	Aspen Meadows	November 16, 2004	September 1, 2013	\$ 115,665.67	\$ 115,665.97	\$ -	WT, SW, SD, PI, RD	\$73.23/ft frontage 1700 E \$48.70/ft frontage 1400 E	1400 East from 1500 South to 1800 South, 1700 East from 1500 South to 1800 South - Distance varies on Utility Max. 1320 feet
Kelly and April Porter - South Main Waterline	Kelly Porter	South Main Waterline	April 2, 2002	April 1, 2012	\$ 14,570.00	\$ 6,487.72	\$ 8,082.28	Water	\$10.12 per foot frontage	8256 S Main for 720 feet to the North.
Nebo School - 400 North Utilities	Nebo School District	400 North	November 15, 2005	August 1, 2014	\$ 131,488.91	\$ 92,473.48	\$ 39,015.43	WT, SW, PI, EL	\$87.44 per foot frontage	400 North from approx. RR tracks
Nebo School - Maple Mountain High School Utilities 2550 East	Nebo School District	Maple Mountain High School	October 4, 2011	October 4, 2041	\$ 379,852.01	\$ -	\$ 379,852.01	Water, PI, Sewer, Electric	See agreement, different for each area	130 North, 100 South, 2550 E
Purnell 1400 South 1700 East to 2000 East	Purnell Equities, LLC	Purnell Estates	October 6, 2004	December 1, 2012	\$ 75,364.30	\$ 75,364.83	\$ -	WT, SW, SD, PI, RD	\$57.33 per foot frontage	1400 South from 1700 East to 2000 East, distance of 1315 feet
Simpson - Utility Bridge	David Simpson	Sunny Ridge, Utility Bridge	August 15, 2006	August 15, 2026	\$ 195,208.00	\$ 129,248.24	\$ 65,959.76	Utility Bridge	\$1016.71 per acre	Area described in Exhibit A - See file
Simpson 400 North	David Simpson	Sunny Ridge	August 15, 2006	August 15, 2016	\$ 104,774.24	\$ 19,631.77	\$ 85,142.47	Water, PI, Sewer	\$67.93 per foot of frontage	400 North approx. 1420 E east for 1547'
Solacium New Haven, LLC	Solacium New Haven	New Haven Waterline (2550 E)	November 2, 2010	Not specified in agreement	\$ 155,999.25	\$ -	\$ 155,999.25	Water	\$29.40 per foot frontage	New Haven Waterline (2550 E) 2096 E 7200 S west to 2550 E - Distance 2,653 feet
Spanish Fork - Cut Bridge Assessment for widening	Spanish Fork City	Cut Bridge Widening			\$ 400,000.00	\$ 87,535.78	\$ 312,464.22	Bridge Widening	\$938.00 per acre	See Exhibit A in file
Spanish Fork City - 630 W Irrigation Ditch Piping	Spanish Fork City	630 West/SFCN Building			\$ 32,549.25	\$ -	\$ 32,549.25	Irrigation Ditch	49.57 per foot or 55.97 per foot frontage	Ludlow Property 630 W Center
Staker & Parson Companies Del Monte Rd Waterline	Staker & Parson	Del Monte Road Waterline	January 2, 2003	September 1, 2012	\$ 121,900.29	\$ 57,445.62	\$ 64,454.67	Water	\$19.29 per foot frontage	Del Monte Road from Arrowhead Trail to 900 South - Distance of 3160 Feet
Wiggy Wash	Wiggy Wash, LLC	Wiggy Wash	September 7, 2010	September 7, 2030	\$ 19,749.00	\$ 19,749.66	\$ -	EL	\$46.80 per foot frontage	794 South Main south to Volunteer Drive - Distance of 422 feet



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: October 10, 2011  
Re: Cut Bridge Widening Design Modification 1

---

## Staff Report

The city has contracted with Stanley Consultants to design the widening of Cut Bridge. The city, with a reimbursement agreement, from UDOT is contracting with Horrocks Engineering to design the signal at US 6 and Center Street in anticipation of this widening. As coordination of these two designs has commenced a couple improvements to the design are recommended.

First, instead of re-aligning the intersection of 1430 East and Cut Bridge Slant Road a signal should be installed that would be coordinated with the signal at US 6. This would allow us to adjust the control of this intersection as growth occurs north and east of the area. It would allow us to eliminate the need for a pedestrian culvert at the bridge saving an estimated \$200,000. It also provides a way to accommodate the existing driveway right at that intersection which would become very dangerous as growth continued.

Second, to accommodate a much need right turn only lane from Cut Bridge onto US 6 the bridge needs to be widened an additional 5 feet from what was originally in the scope of the design. This improvement will significantly improve the functionality of the intersection when completed.

This amendment is to contract with Stanley Consultants to provide the structural and street design changes necessary to make these changes. The proposed amendment is for \$19,829.92, the original contract is for \$163,514.45. We have enough in the current, approved budget to pay this amendment. The funds for this budget item have come from developers.

We recommend that the city council approve this agreement modification 1 with Stanley Consultants for the amount \$19,829.92.

Attached: modification



## SUPPLEMENTAL AGREEMENT NO. 23635-1

This Supplemental Agreement, made and entered into by and between STANLEY CONSULTANTS, INC. (Consultant) and SPANISH FORK CITY (Client) amends their agreement of June 21, 2011, for Consultant to provide professional and technical services for The Design of the Cut Bridge Widening as follows:

### Scope of Services

General: Based on the direction we received on September 26, we request the accompanying change order to accommodate the widening of the bridge an additional 5'-0". Disciplines affected are Survey and Right of Way, Roadway Design, Structures, and Utilities. In addition to this owner requested change, we are requesting additional fee for Right of Way for work to investigate, delineate, and resolve Right-of-Way conflicts that were unknown at the time of the advertisement.

Task 1: Additional Field work associated with the potential of developing the shared driveway, allowing the driveway closest to the bridge on the northwest corner to be relocated. Additional Right-of-Way work is included for revisions to the Right-of-Way easements that were previously prepared prior to the 5'-0" widening. This additional Right-of-Way work is in support of the eventual agreement between Spanish Fork City and the UPRR. At this time we are assuming that Stanley Consultants will provide the easement description necessary for that agreement, but the negotiations and execution of said agreement will not include Stanley Consultants. Spanish Fork City may request this as an additional work item in the future

Task 2: Revising the alignment to accommodate the 5'-0" additional widening, and moving the crown from the wheel path.

Task 3: Revising the drawings and design that was in early progress to accommodate the addition of one girder, and verifying screed elevations and vertical clearances over the railroad with the additional girder.

Task 4: Revising the utilities design to place the utilities outside the additional 5'-0" width of structure.

### Time of Beginning and Completion

Start: October 10, 2011

End: November 30, 2011

### Fees and Payments

Original Contract Amount: \$163,514.45

Amount of this Amendment: \$19,829.92

Total amount of Contract, including this amendment: \$183,344.37

Except as specifically amended by this Supplemental Agreement, all the terms and conditions of the original Agreement dated June 11, 2011 shall remain in full force and effect.

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

**STANLEY CONSULTANTS, INC.**

**SPANISH FORK CITY**

By: \_\_\_\_\_  
Mark I. Freeman

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

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

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

Attest:

Attest:

By: \_\_\_\_\_  
Paul Blackham

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

**Client: City of Spanish Fork**  
**Project : Cutbridge Slant Road Bridge Widening**  
 Engineering Services Estimate

**Stanley Consultants Inc.**

Prepared: 10/10/11

Activity - Task Description	Craig LAND SURVEYOR MANAGER 16	Paul PROJECT MANAGER 17	Neil ENGINEER 8	Rob ROW SURVEYOR 12	Ryan SURVEY FIELD CREW 6	Mike SURVEY DESIGNER 10	Frank CIVIL DESIGNER 6	James UTILITY ENGINEER 13	Bryan SENIOR STRUCTURAL ENGINEER 14	Amber STRUCTURAL ENGINEER 8	Trent ROADWAY ENGINEER 13	Judi CLERICAL 4	TOTAL	Loaded Labor
	\$153.44	\$165.62	\$86.24	\$116.48	\$70.98	\$100.94	\$70.98	\$124.46	\$133.28	\$86.24	\$124.46	\$56.56		
<b>Task 1.0 - Survey and ROW</b>														
Task 1.1 - Field Work				38		8							8	\$807.52
Task 1.2 - Data Reduction, ROW design						4							42	\$4,830.00
Task 1.3 - PLS Review	2												2	\$306.88
Task 1 Subtotal	2	0	0	38	0	12	0	0	0	0	0	0	52	\$5,944.40
	\$306.88	\$0.00	\$0.00	\$4,426.24	\$0.00	\$1,211.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$5,944.40
<b>Task 2.0 - Roadway Design</b>														
Task 2.1 - Engineering change for alignment shift		2									48		50	\$6,305.32
Task 2.2 - CADD for updating sheets			32										32	\$2,759.68
Task 2 Subtotal	0	2	32	0	0	0	0	0	0	0	48	0	82	\$9,065.00
	\$0.00	\$331.24	\$2,759.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,974.08	\$0.00		\$9,065.00
<b>Task 3.0 - Structures</b>														
Task 3.1 - Revise S&L's		8								10			18	\$2,187.36
Task 3.2 - Verify Screeds and haunches		4								4			4	\$344.96
Task 3.2 - QA/QC	0												4	\$662.48
Task 3 Subtotal	0	12	0	0	0	0	0	0	0	14	0	0	26	\$3,194.80
	\$0.00	\$1,987.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,207.36	\$0.00	\$0.00		\$3,194.80
<b>Task 4.0 - Utilities</b>														
Task 4.1 - Revise Layout		2						8					10	\$1,326.92
Task 4.2 - CADD													0	\$0.00
Task 4.3 - QA/QC													0	\$0.00
Task 4 Subtotal	0	2	0	0	0	0	0	8	0	0	0	0	10	\$1,326.92
	\$0.00	\$331.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$995.68	\$0.00	\$0.00	\$0.00	\$0.00		\$1,326.92
<b>Total Hours</b>	<b>2</b>	<b>16</b>	<b>32</b>	<b>38</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>14</b>	<b>48</b>	<b>0</b>	<b>170</b>	<b>\$19,531.12</b>
<b>Total Loaded Labor</b>	<b>\$306.88</b>	<b>\$2,649.92</b>	<b>\$2,759.68</b>	<b>\$4,426.24</b>	<b>\$0.00</b>	<b>\$1,211.28</b>	<b>\$0.00</b>	<b>\$995.68</b>	<b>\$0.00</b>	<b>\$1,207.36</b>	<b>\$5,974.08</b>	<b>\$0.00</b>		<b>\$19,531.12</b>

Total Labor Cost	\$19,531.12	Prepared By:	P. Blackham
Total Subcontractor Cost	\$0.00	Reviewed By:	S. Bond
Total Expenses	\$298.80	Approved By:	S. Bond
<b>Total Estimated Cost</b>	<b>\$19,829.92</b>		



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: October 13, 2011  
Re: Crab Creek Transmission Line Services during Construction, Task Order 2

---

## Staff Report

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

Hansen, Allen and Luce was awarded the contract to design this trunkline. The city will conduct the survey and construction management but will need some additional support to ensure that the environmental and agency permitting requirements are completed. They would also give hydraulic design support for issues that may arise during construction.

We have agreements and permits in place with Union Pacific, Bureau of Land Management, Division of Drinking Water, Division of Wildlife, Army Corp of Engineers, Bureau of Reclamation, Strawberry Water Users Association, Central Utah Conservancy District, the State Stream Alteration Office and a number of other agencies and private entities. This Task will provide support to the city in meeting the requirements of these entities and support the construction operations as needed. The task is also to provide bonding support with the Division of Drinking Water.

We recommend that the city council award Task Order 2 to Hansen, Allen and Luce, Inc. in the amount of \$24,982 for the Crab Creek Transmission Line Services during Construction.

Attached: task



**TASK ORDER NO. 2**  
**TO**  
**ENGINEERING SERVICES AGREEMENT**

OWNER: SPANISH FORK CITY  
Effective Date of Master Agreement: July 27, 2011

THIS TASK ORDER NO. 2 TO ENGINEERING SERVICES AGREEMENT (this "TASK ORDER") is made and entered into as of the 13th day of October, 2011, by and between OWNER and HANSEN, ALLEN & LUCE, INC., ("HAL"), who agree as follows:

1. PROJECT. The PROJECT associated with this TASK ORDER is described as follows: CRAB CREEK TRANSMISSION LINE SERVICES DURING CONSTRUCTION (SDC)  
The PROJECT SITE is located as follows: Along the Crab Creek Transmission Line corridor.
2. SCOPE OF SERVICES. The SCOPE OF SERVICES associated with this TASK ORDER is attached hereto as Exhibit T.O. 2-A.
3. FEES. OWNER shall reimburse HAL for services provided under this AGREEMENT on an hourly billing rate plus reimbursable expenses basis, with an estimated not-to-exceed fee of \$24,982 in accordance with the HAL Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit T.O. 2-B. OWNER hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to OWNER, and OWNER further agrees to pay all fees and charges to HAL in accordance with the ENGINEERING SERVICES AGREEMENT and FEE SCHEDULE.
4. SCHEDULE. SERVICES associated with this TASK ORDER are anticipated to be completed within 360 calendar days following written authorization from the OWNER to HAL to proceed.
5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this TASK ORDER are incorporated herein and are made a part of the ENGINEERING SERVICES AGREEMENT.
6. OWNER has read and understood all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of the ENGINEERING SERVICES AGREEMENT.

IN WITNESS WHEREOF, OWNER and HAL have executed this TASK ORDER as of the date first above written.

OWNER: SPANISH FORK CITY

HANSEN, ALLEN & LUCE, INC.

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CRAB CREEK TRANSMISSION LINE SDC  
BACKGROUND AND SCOPE OF WORK**

**BACKGROUND**

The City requires assistance during construction of the Crab Creek Transmission Line designed by Hansen Allen & Luce (HAL). During construction the City will manage the construction, but on occasion will need to consult with the design engineer as need arises. The following scope of work was prepared to provide minimal assistance during construction.

**SCOPE OF WORK**

The suggested scope of work is outlined by Task and Subtask below.

**Tasks:**

**1 Crab Creek Water Line - Services During Construction**

This task provides HAL assistance for services during construction as requested by the City. The following subtasks detail tasks anticipated through construction.

- a. Preparation of Construction Drawings and Contract Documents. After the Contract has been awarded, HAL will revise drawings and documents that were changed within Addendums to the Bid Documents.
- b. HAL will attend one Construction Meeting per month for the anticipated duration of nine months.
- c. HAL has anticipated 40 hours of time to provide site visits at the request of the City.
- d. HAL has assumed 8 hours of time to assist with Construction Documents, including Change Orders and Pay Applications as requested by the City.
- e. HAL will review Contractor Submittals for conformance to the design and specifications.
- f. Electrical and Structural Requests for Information and Site Visits.
- g. HAL anticipates coordinating with Land Owners and other Agencies that required permitting for the project.
- h. HAL will attend the substantial walk through near the end of the project.
- i. HAL will prepare the Division of Drinking Water Operating Permit once Construction is complete.

**ESTIMATED FEE**

We propose a “not to exceed” engineering budget of \$24,982 for the Crab Creek Water Line SDC to perform the services as outlined in this task order. The following tables summarize the estimated engineering fee to accomplish each task.

**CRAB CREEK WATER LINE SDC**

<b>TASK</b>	<b>MAN HOURS</b>	<b>COST</b>
a. Prepare Construction Drawings & Documents	20	\$2,442
b. Construction Meetings with the City Monthly for 9 months	40	\$5,309
c. Construction Site Visits	38	\$4,947
d. Assist City with Review of Construction Docs & Pay Applications	8	\$1,020
e. Contractor Submittals Review	8	\$1,050
f. Electrical and Structural Requests for Information and Site Visits	25	\$3,150
g. Contractor Requests for Information & Miscellaneous Coordination with Agencies During Construction	44	\$5,699
h. Attend Substantial Walk Through	6	\$815
i. Prepare DDW Operating Permit	4	\$550
<b>TOTAL</b>	<b>283</b>	<b>\$24,982</b>

**STANDARD FEE SCHEDULE**

September 2011

**PERSONNEL CHARGES**

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

Principal .....	\$156.00/hr
Managing Professional.....	\$130.50/hr
Senior Professional II .....	\$119.00/hr
Senior Professional I.....	\$110.00/hr
Professional II .....	\$100.50/hr
Professional I.....	\$94.00/hr
Professional Intern .....	\$80.00/hr
Senior Designer .....	\$100.00/hr
Designer .....	\$86.00/hr
Senior Field Technician.....	\$86.00/hr
Field Technician.....	\$70.50/hr
CAD Operator .....	\$70.50/hr
Secretary.....	\$52.00/hr
1 Man GPS Surveying Services .....	\$159.00/hr
2 Man GPS Surveying Services .....	\$172.00/hr
Surveying Services.....	\$149.00/hr
Expert Legal Services .....	\$238.00/hr

**DIRECT CHARGES**

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

Communication/Computer/Copy Reproduction .....	\$6.00 per labor hour
Out-of-town per diem allowance (lodging not included) .....	\$35.00 per day
Vehicle .....	\$0.65 per mile
Outside consulting and services.....	Cost plus 10%
Other direct expenses incurred during the project .....	Cost plus 10%
Trimble GPS Unit.....	\$130.00 per day

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

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



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: October 13, 2011  
Re: Indemnification Agreement for Use of the City of Saint George's  
Utility Pole Training Facility

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## Staff Report

The Electric Division has been working with the Intermountain Power Superintendent Association (IPSA) to do apprentice training and on-going training for the electrical utility industry for the past thirty years. We moved our training from UVU to SLCC because UVU was not providing support to the trades programs any longer.

SLCC doesn't have a large enough training yard to facilitate our hotline school training so we moved the training to Saint George City's pole yard. They have offered this to us for the past two years but the legal department of Saint George City feels it would be best for all participating utilities to sign an indemnification agreement. Junior Baker, the city attorney, is reviewing the agreement with URMMA and St George City. We will bring a final agreement and recommendation to city council meeting.





# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: October 13, 2011  
Re: 2011 Fall Bank Stabilization Design and Permitting, Bowen Collins and Associates,  
Task Order 5

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## Staff Report

There have been several additional bank failures along the Spanish Fork River both in Utah County and in the Spanish Fork City boundary. We have been working with the County and FEMA to share in the funding for the work to stabilize these banks. Before any work can begin the city must prepare a design and obtain a combination state stream alteration and Army Corp 404 permit.

Bowen Collins and Associates successfully helped the city obtain our last permit for similar work and has given us the attached task proposal to do this design and permitting process for us for the not to exceed amount of \$12,600. There is approved budget to cover this full cost but we anticipate doing a fair amount of the engineering in house and thereby reducing this cost significantly.

We recommend that the city council approve Task Order 5 with Bowen, Collins and Associates for the 2011 Fall Bank Stabilization Design and Permitting for the amount of \$12,600.

Attached: task

**TASK ORDER NO. 5  
TO  
ENGINEERING SERVICES AGREEMENT**

**OWNER: Spanish Fork City**

Effective Date of Agreement: 8/4/11

THIS TASK ORDER NO. 5 TO ENGINEERING SERVICES AGREEMENT (this "TASK ORDER") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between OWNER and Bowen, Collins and Associates, Inc., a Utah Corporation (herein called ENGINEER) who agree as follows:

1. PROJECT. The PROJECT associated with this TASK ORDER is described as follows: Bank Stabilization Design - East. The PROJECT SITE is located in four short reaches of the Spanish Fork River as shown in Figures 1 and 2, attached.
2. SCOPE OF SERVICES. The SCOPE OF SERVICES associated with this TASK ORDER is attached hereto as Exhibit A.
3. FEES. OWNER shall reimburse for services provided under this AGREEMENT on a time and expense basis not to exceed amount in accordance with the Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit B. OWNER hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to OWNER, and OWNER further agrees to pay all fees and charges to ENGINEER in accordance with the ENGINEERING SERVICES AGREEMENT and FEE SCHEDULE.
4. SCHEDULE. Design SERVICES associated with this TASK ORDER are anticipated to be completed within 60 calendar days following written authorization from the OWNER to proceed.
5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this TASK ORDER are incorporated herein and are made a part of the ENGINEERING SERVICES AGREEMENT.
6. OWNER has read and understood all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of the ENGINEERING SERVICES AGREEMENT.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this TASK ORDER as of the date first above written.

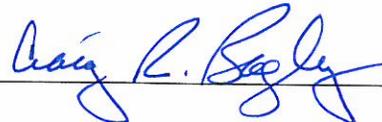
OWNER:

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

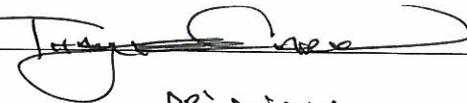
Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

By: 

Its: Vice-President

Attest: 

Its: Principal

## **EXHIBIT A SCOPE OF SERVICES**

City of Spanish Fork (OWNER)

The following scope of services has been developed for the Bank Stabilization Design – East Project that includes the design of bank stabilization measures. Bank Stabilization measures for several sites on the west side of Spanish Fork City was previously prepared under a separate task order.

### **Task 1: Bank Stabilization Design**

BC&A will prepare and provide up to two (2) PDF final design drawings that will show proposed site improvements for the four sites identified on Figures 1 and 2, attached. The extents of riprap and a typical channel cross sections showing recommend bank stabilization methods will be provided for each site. The bank stabilization will be designed based on the channel velocity from the Spanish Fork River LOMR hydraulic model. Spanish Fork City will be able to use the drawings to obtain Stream Alteration Permits for the three areas and to construct improvements in the channel, once approved by the State of Utah.

### **Task 2: Review Riprap Specification and Submittals**

BC&A will review the riprap specification and riprap submittals for rock nearer to the project sites.

### **Task 3: Prepare Stream Alteration Permit**

BC&A will prepare and submit applications for stream alteration permits for the four project sites, which will include the following:

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

### **Task 4: Construction Management Services**

The ENGINEER will assist Spanish Fork City personnel with construction management services as requested by City personnel. Activities associated with this task will include up to 3 site visits and 4 hours of additional consulting related to this project.

## Attachment B Fee Schedule

**Spanish Fork City  
Bank Stabilization Design - East  
Engineering Fee Estimate**

Bowen Collins & Associates, Inc.  
10/11/2011

		Office/Support		Engineers			Subtotal Hours	Subtotal Labor	Expenses	Total Cost
Labor Category		Office	Editor	Staff Eng.	Proj. Eng.	Proj. Mngr				
Staff		Dannelly	Hansen	Ballentine	Stayner	Bagley				
Labor Rate		\$60	\$60	\$85	\$91	\$135				
Task No.	Task Description									
1	Bank Stabilization Design			32	32	10	74	\$6,982	\$518	\$7,500
2	Review Riprap Specification and Submittals				4	1	5	\$499	\$105	\$604
3	Prepare Stream Alteration Permit			12	12		24	\$2,112	\$188	\$2,300
4	Construction Management Services				16	4	20	\$1,996	\$200	\$2,196
										\$0
										\$0
	Subtotal Hours	0	0	44	64	15	123			
	Total:									<b>\$12,600</b>

Expenses include:

Mileage reimbursement at \$0.75/mile

Computer/Communications Charge at \$6/labor hour

10% Markup on other project related expenses

Hourly rates are adjusted annually to reflect labor rated increases

- Permit Fees – This proposal does not include the permit fees required to be submitted with the Stream Alteration Permit application. We anticipate the fee to be \$2,000 (\$500 each for four applications).