



## 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 February 7, 2012.**

### AGENDA ITEMS:

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

- a. Pledge, led by invitation
- b. Allied Waste – Recycle Program Update

#### 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: Pam Jackson – Library Overdrive Presentation

#### 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 – January 17, 2012](#)
- b. \* [Spanish Fork City Storm Drain Masterplan Update](#)
- c. \* [DUP Lease Agreement Renewal](#)
- d. \* [NRCS Emergency Watershed Protection Program Grant Agreement](#)
- e. \* [Spectrum Lease Agreement](#)

#### 6. NEW BUSINESS:

- a. \* [Ordinance #01-12 Vacating 800 West Street from approximately 3000 North to approximately 3500 North](#)
- b. Central Bank and Salisbury Homes would like to request a 6 month extension for the entitlements to Maple Mountain.
- c. \* [Cable TV Rate Increases](#)
- d. \* [Ordinance #02-12 Noise Ordinance Amendment](#)
- e. Discussion about changing time and/or date of March 20<sup>th</sup> City Council meeting due to the caucus meeting being held the same night.

#### 7. CLOSED SESSION:

- a. Personnel

### ADJOURN:

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

Notice is hereby given that:

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

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

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**Tentative Minutes**  
**Spanish Fork City Council Meeting**  
**January 17, 2012**

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

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

Citizens Present: Colby Gurr, Quincy Whittaker, Ethan Silva, Matthew Muhlestein, Aaron Silva, Mike Poulter, Tristan Davis, Duncan Rowbury, Alynn Pulsipher, Marvin Wharton, Paul Bartholomew, Linda Bartholomew, Mike Brown, Kade Tingey, Richard A. Evans, Beth Pearson, Mike Pearson, Cary Hanks, Josh Davis, Kylie Davis, Wesley Whittaker, Michael Whittaker, Chris Whittaker, Jay Clayson, Starlene Clayson.

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

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

Stephen Adams led in the pledge of allegiance.

**PUBLIC COMMENTS:**

Cary Hanks, Director of the Spanish Fork/Salem Area Chamber of Commerce presented the newsletter that will be sent once a month as an insert in the Daily Herald.

**COUNCIL COMMENTS:**

Councilman Dart said the Senior Citizen Center will be having their Valentines Dance on February 10<sup>th</sup>.

Councilman Gordon said he met with the Youth City Council and will now be the Councilmember for the Youth City Council.

Mayor Andersen said on Friday and Saturday the Council and City Staff met for a two day work session where they reviewed the city department projects.

**SPANISH FORK 101:**

Support Center – Seth Perrins

**CONSENT ITEMS:**

- a. Minutes of Spanish Fork City Council Meeting – January 3, 2012

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

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

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**PUBLIC HEARING:**

Councilman Leifson made a **Motion** to move into Public Hearing to discuss the FY2012 Budget Revision #1.

Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:20 p.m.

**The proposed Spanish Fork City Budget for Fiscal Year 2012 Revision #1**

Kent Clark presented the budget and reviewed the City's Capital Projects Funds, Economic Incentives, Sales Tax, Property Tax Comparison, Utility Rate Comparison, Enterprise Funds, and General Fund Revenue.

Seth Perrins presented a 3% increase for salary ranges for Spanish fork City employees.

Mayor Andersen welcomed any public comment.

Rick Evans asked how much money do we generate in a year in the electric fund and how much is in the reserves of the electric fund.

Beth Pearson asked the Council to not raise the salary ranges because there is a big unemployment status right now. Ms. Pearson thought the Support Center will be a great thing because she never gets a response.

Linda Bartholomew asked if it is common among other cities to offer millions of dollars for incentives. And what about the local business, is the City going to encourage the Main Street businesses.

Tim Terry said this is a mistake with Costco, the City is only looking at the benefit of the sales tax. Mr. Terry said that Lehi has an empty Micron building; Orem has a big building half completed. Mr. Terry is afraid that could happen here. With the economy the big businesses are just looking for a write off. Mr. Terry said the City shouldn't get into other businesses, and should stick to the utilities. Mr. Terry said the City is shafting the downtown businesses.

Marvin Wharton said that he backs up what has been said and thanked the public that came. Mr. Wharton has checked with other cities that have become involved in something like this and is afraid to lose the local businesses. Mr. Wharton is strongly opposed in transferring the money for incentives.

Cary Robarge, President of Chamber of Commerce, commended the City for their participation in the Installation Banquet. Mr. Robarge said regarding the incentives, other cities do give incentives to bring business. Mr. Robarge thinks this will help the development of North Park and bring other businesses. Mr. Robarge said small businesses here in town may feel threatened but do see the benefits too.

Linda Terry said she markets for drug stores and Stone Drug is one of her stores. It is a small store and very few products. Ms. Terry said the pharmacy is great, the fountain is great and we need to protect those stores. Ms. Terry said the City needs to give incentives to the local down town stores, not the big box stores. People will buy their

94 pharmaceuticals from the big box stores because they are cheaper. Ms. Terry stated that  
95 she buys her pharmaceuticals from Costco in Orem.

96

97 Councilman Davis made a **Motion** to move out of Public Hearing.

98 Councilman Dart **Seconded** and the motion **Passed** all in favor at 7:06 p.m.

99

100 Kent Clark said that the majority of the electric profit has been held in reserves for the  
101 last 3 years, no money has been transferred into the general fund. Any profit from the  
102 electric system is kept here in town and used to provide operation and capital  
103 improvements to city residents. There is about \$10 million in reserves.

104

105 Dave Oyler said that most major cities provide incentives for projects. Mr. Terry pointed  
106 out some of the few projects that have not worked, but there have been lots of projects  
107 that have worked. Mr. Oyler said that the property tax in Mapleton City is high because  
108 they have no sales tax base. Mr. Oyler said about 20 or 25 years ago the City provided  
109 the first incentives to Main Street. The City has applied for a grant to beautify the Main  
110 Street again. And when Macey's wanted a new bigger building, there was some  
111 negotiation and incentives given to help keep them here in Spanish Fork.

112

113 Mayor Andersen said if we are going to be part of the game we have to give incentives.  
114 We are not going to bury our heads in the sand and get ran over. Mayor Andersen said it  
115 was mentioned that our profits come to us, not to some outsider. Mayor Andersen said  
116 that Costco will draw the traffic to increase the business and also to the current  
117 businesses.

118

119 Councilman Dart said he spoke with the pharmacist of Stone Drug to see if they were  
120 worried about Costco coming to town and he said no. Councilman Dart said that Stone  
121 Drug has good customer service and that is why Stone Drug has their loyal customers.

122

123 Councilman Leifson said he spoke with Bill Summers, with Macey's and he said they  
124 might lose a little at first but after a while the ones that don't want to buy in bulk will  
125 come to Macey's.

126

127 Councilman Davis agrees with Councilman Leifson and Councilman Dart. Councilman  
128 Davis said the City does not want to lose businesses, and we want to help our citizens so  
129 we do not have to raise rates.

130

131 Councilman Scoubes thanked the public for their questions. Councilman Scoubes said  
132 one of the questions was asked to not raise employee salary ranges. It does not mean  
133 that the employees will get raises unless they meet certain requirements. Councilman  
134 Scoubes said the support center has been great.

135

136 Councilman Gordon said he appreciates the citizens coming tonight. Councilman Gordon  
137 was a business owner on Spanish Fork Main Street and Springville Main Street. When  
138 competition came they rolled up their sleeves and played the game.

139  
140 Councilman Leifson made a **Motion** to **approve** the Fiscal Year 2012 Budget Revision #1  
141 including the following items:  
142 i. Revenue and Expenditures/Expenses for all funds, including donations in  
143 the form of Cash and Fee Waivers.  
144 ii. Economic Incentives provided by the City to help stimulate economic  
145 development in accordance with Utah Code §10-8-2(3).  
146 iii. Wage changes for Elected and Statutory Officers  
147 iv. All fees and utility rates schedules  
148 v. Transfers and expense allocations from Enterprise Funds to other Funds.

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

150  
151 **Clayson Annexation**

152 Councilman Davis made a **Motion** to move into Public Hearing to discuss the Clayson  
153 Annexation.

154 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 7:43 p.m.

155  
156 Dave Andersen said the proposed annexation is located north of PDM Steel. The  
157 property is within the Spanish Fork City boundary and requesting to be zoned Industrial 1.  
158 The road 300 West will need to be widened in the future to 85 feet. With widening the  
159 road the City would need to acquire some of the applicant's property. DRC recommends  
160 requiring the land be dedicated for future expansion of 300 West. Planning Commission  
161 recommends the City pay the impact fees to connect their home, in trade for the  
162 dedication.

163  
164 Jay Clayson said the majority of the road is going to go to the west side. So it's going to  
165 take a lot of our property.

166  
167 Councilman Leifson made a **Motion** to move out of Public Hearing.

168 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 7:49 p.m.

169  
170 Junior Baker said that it becomes very difficult to waive the impact fees. Mr. Baker  
171 suggested a better resolution would be to purchase the balance of the extra land on their  
172 side.

173  
174 Councilman Gordon asked how much land would be needed on their side.

175  
176 Trapper Burdick said approximately 10 feet more on their side.

177  
178 Junior Baker said the City could annex the land and worry about the balance of the  
179 dedication later. When the property is developed, then purchase the other property.

180  
181 Dave Anderson said the City will not need the land until it is developed.

182  
183 Mayor Andersen agrees to wait until it is developed, let's just annex the property and  
184 don't worry about the road right now.

185

186 Councilman Dart made a **Motion to approve** the Clayson Annexation zoned Industrial 1  
187 with no conditions.

188 Councilman Scoubes **Seconded** and the motion **Passed** all in favor.

189

190 **NEW BUSINESS:**

191 **Preliminary Plat Approval Extension Request – White Rail Overlook**

192 Dave Anderson presented the proposal for the White Rail Overlook extension for 6  
193 months. They are eager to continue forward with the project, and if the extension is not  
194 granted they would have to start over.

195

196 Councilman Leifson made a **Motion to approve** the Preliminary Plat Approval Extension  
197 Request – White Rail Overlook for 6 months.

198 Councilman Davis **Seconded** and the motion **Passed** all in favor.

199

200 **Library & Senior Board Appointments**

201 Mayor Andersen appointed Melanie Meeks & Russell Hansen to the Library Board for a 3  
202 year term.

203

204 Councilman Dart made a **Motion to approve** the Mayors appointment of Melanie Meeks  
205 and Russell Hansen to the Library Board for a 3 year term.

206 Councilman Scoubes **Seconded** and the motion **Passed** all in favor.

207

208 Mayor Andersen re-appointed Clea Aust, Ron Lisonbee and Jay Rindlisbacher to the  
209 Senior Citizen Board for a 3 year term.

210

211 Councilman Davis made a **Motion to approve** the Mayors appointment of Clea Aust, Ron  
212 Lisonbee and Jay Rindlisbacher to the Senior Citizen Board for a 3 year term.

213 Councilman Leifson **Seconded** and the motion **Passed** all in favor.

214

215 **SUVMWA Board of Director, Alternate Board of Director Representative and Technical  
216 Committee Representative Appointments**

217 Mayor Andersen appointed Richard Davis, Board of Directors for SUVMWA; Mayor  
218 Wayne Andersen, Alternate Director for SUVMWA; Chris Thompson, Technical  
219 Committee for SUVMWA.

220

221 Councilman Dart made a **Motion to approve** the Mayors appointment of Richard Davis,  
222 Board of Directors for SUVMWA; Mayor Wayne Andersen, Alternate Director for  
223 SUVMWA; Chris Thompson, Technical Committee for SUVMWA.

224 Councilman Gordon **Seconded** and the motion **Passed** all in favor.

225

226 **Memorandum of Understanding with SESD for the Cherry Grove Hydro-electric Power  
227 Project (this is regarding a proposed hydro-electric power plant on the portion of the  
228 Crab Creek trunkline that was constructed several years ago)**

229 Junior Baker said that many years ago the City purchased land up Spanish Fork Canyon  
230 for water rights. Later the City sold the land and kept the water rights. The property  
231 owner built on the land and connected to the water and contracted for the right to  
232 construct a Hydro-electric facility. The owner has assigned the rights of the facility to

233 SESD. SESD is applying for a grant for a project and would like to start construction.  
234 The City reviewed the project and sees it as beneficial. This agreement allows SESD the  
235 rights to begin work on the hydro-electric facility, while protecting the City's water.  
236

237 Mr. Dan Ellsworth, manager for SESD, commended the city staff on their fast response.  
238

239 Councilman Scoubes made a **Motion to approve** the Memorandum of Understanding with  
240 SESD for the Cherry Grove Hydro-electric Power Project.

241 Councilman Leifson **Seconded** and the motion **Passed** all in favor.  
242

#### 243 **Resolution #12-01 City Council Rules of Order**

244 Junior Baker said that for many years the City Council has had simple informed rules to  
245 conduct City Council meeting. The legislature is now requiring cities to adopt formal rules  
246 for council meetings.  
247

248 Councilman Gordon made a **Motion to approve** Resolution #12-01 City Council Rules of  
249 Order.

250 Councilman Davis **Seconded** and the motion **Passed** all in favor with a roll call vote.  
251

#### 252 **Fairgrounds Buildings Notice of Award**

253 Councilman Davis excused himself from the item to be discussed.  
254

255 Trapper Burdick said this item is for 7 buildings for restrooms/concessions at the new  
256 arena. Staff recommends awarding the bid to Hales Construction in the amount of  
257 \$1,068,144.00.  
258

259 Councilman Dart made a **Motion to approve** the Fairgrounds Buildings Notice of Award to  
260 Hales Construction in the amount of \$1,068,144.00.

261 Councilman Leifson **Seconded** and the motion **Passed** all in favor.  
262

#### 263 **ADJOURN:**

264 Councilman Dart made a **Motion to adjourn**.

265 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 8:13 p.m.  
266

#### 267 **ADOPTED:**

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Angie Warner, Deputy Recorder



# Memo

To: Mayor & City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: January 26, 2012  
Re: Storm Drain Masterplan Update - February 2012

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## Staff Report

As we have implemented the Storm Drain Masterplan we have discovered a few minor discrepancies that need to be corrected. First, the wrong Recommended Pipe Sizes table was placed on drawing 5-1D, and second, the following items were added, deleted or updated to tables 5-2 and D-2 in the masterplan document:

- Added: R321, R338, R343, R344, R345, R346
- Deleted: R132, R200
- Modified: R43, R44, R204, R256, R303

We recommend that the city council approve these changes to the Spanish Fork City Storm Drain Masterplan.

Attached: revised drawing and tables



**Table 5-2**  
**Estimated Costs of Capital Improvements**  
**Recommended Storm Drain Trunk Lines**

| Project Identifier | Total Estimated Cost | Percentage of Cost Attributable to: |                    | Cost Attributable to: |                    |
|--------------------|----------------------|-------------------------------------|--------------------|-----------------------|--------------------|
|                    |                      | Existing Development                | Future Development | Existing Development  | Future Development |
| R1                 | \$ 273,943           | 0%                                  | 100%               | \$ -                  | \$ 273,943         |
| R2                 | \$ 243,985           | 0%                                  | 100%               | \$ -                  | \$ 243,985         |
| R3                 | \$ 532,853           | 0%                                  | 100%               | \$ -                  | \$ 532,853         |
| R4                 | \$ 288,943           | 0%                                  | 100%               | \$ -                  | \$ 288,943         |
| R5                 | \$ 265,357           | 0%                                  | 100%               | \$ -                  | \$ 265,357         |
| R6                 | \$ 250,851           | 0%                                  | 100%               | \$ -                  | \$ 250,851         |
| R7                 | \$ 1,267,970         | 0%                                  | 100%               | \$ -                  | \$ 1,267,970       |
| R8                 | \$ 409,646           | 0%                                  | 100%               | \$ -                  | \$ 409,646         |
| R9                 | \$ 736,340           | 0%                                  | 100%               | \$ -                  | \$ 736,340         |
| R10                | \$ 809,279           | 0%                                  | 100%               | \$ -                  | \$ 809,279         |
| R11                | \$ 177,404           | 0%                                  | 100%               | \$ -                  | \$ 177,404         |
| R12                | \$ 621,388           | 0%                                  | 100%               | \$ -                  | \$ 621,388         |
| R13                | \$ 2,243,057         | 0%                                  | 100%               | \$ -                  | \$ 2,243,057       |
| R14                | \$ 1,499,734         | 0%                                  | 100%               | \$ -                  | \$ 1,499,734       |
| R19                | \$ 1,171,277         | 0%                                  | 100%               | \$ -                  | \$ 1,171,277       |
| R20                | \$ 1,660,388         | 0%                                  | 100%               | \$ -                  | \$ 1,660,388       |
| R21                | \$ 1,003,331         | 0%                                  | 100%               | \$ -                  | \$ 1,003,331       |
| R22                | \$ 548,854           | 0%                                  | 100%               | \$ -                  | \$ 548,854         |
| R23                | \$ 733,486           | 0%                                  | 100%               | \$ -                  | \$ 733,486         |
| R24                | \$ 758,491           | 0%                                  | 100%               | \$ -                  | \$ 758,491         |
| R25                | \$ 1,554,115         | 0%                                  | 100%               | \$ -                  | \$ 1,554,115       |
| R26                | \$ 233,996           | 0%                                  | 100%               | \$ -                  | \$ 233,996         |
| R28                | \$ 1,017,360         | 19%                                 | 81%                | \$ 193,783            | \$ 823,577         |
| R29                | \$ 734,286           | 20%                                 | 80%                | \$ 148,269            | \$ 586,017         |
| R32                | \$ 279,606           | 30%                                 | 70%                | \$ 82,584             | \$ 197,022         |
| R33                | \$ 402,460           | 30%                                 | 70%                | \$ 118,870            | \$ 283,590         |
| R34                | \$ 586,254           | 30%                                 | 70%                | \$ 173,155            | \$ 413,099         |
| R35                | \$ 181,788           | 30%                                 | 70%                | \$ 53,693             | \$ 128,095         |
| R43                | \$ 181,666           | 85%                                 | 15%                | \$ 154,416            | \$ 27,250          |
| R44                | \$ 340,029           | 15%                                 | 85%                | \$ 51,004             | \$ 289,025         |
| R47                | \$ 82,958            | 100%                                | 0%                 | \$ 82,958             | \$ -               |
| R104               | \$ 640,163           | 19%                                 | 81%                | \$ 120,870            | \$ 519,293         |
| R105               | \$ 376,174           | 0%                                  | 100%               | \$ -                  | \$ 376,174         |
| R106               | \$ 376,121           | 0%                                  | 100%               | \$ -                  | \$ 376,121         |
| R107               | \$ 115,537           | 100%                                | 0%                 | \$ 115,537            | \$ -               |
| R108               | \$ 403,403           | 0%                                  | 100%               | \$ -                  | \$ 403,403         |
| R109               | \$ 272,571           | 0%                                  | 100%               | \$ -                  | \$ 272,571         |
| R110               | \$ 98,199            | 0%                                  | 100%               | \$ -                  | \$ 98,199          |
| R111               | \$ 1,165,927         | 0%                                  | 100%               | \$ -                  | \$ 1,165,927       |
| R112               | \$ 1,544,843         | 0%                                  | 100%               | \$ -                  | \$ 1,544,843       |
| R113               | \$ 1,670,508         | 0%                                  | 100%               | \$ -                  | \$ 1,670,508       |

**Table 5-2**  
**Estimated Costs of Capital Improvements**  
**Recommended Storm Drain Trunk Lines**

| Project Identifier | Total Estimated Cost | Percentage of Cost Attributable to: |                    | Cost Attributable to: |                    |
|--------------------|----------------------|-------------------------------------|--------------------|-----------------------|--------------------|
|                    |                      | Existing Development                | Future Development | Existing Development  | Future Development |
| R114               | \$ 326,289           | 100%                                | 0%                 | \$ 326,289            | \$ -               |
| R115               | \$ 530,432           | 100%                                | 0%                 | \$ 530,432            | \$ -               |
| R116               | \$ 506,534           | 100%                                | 0%                 | \$ 506,534            | \$ -               |
| R118               | \$ 592,491           | 100%                                | 0%                 | \$ 592,491            | \$ -               |
| R119               | \$ 130,895           | 100%                                | 0%                 | \$ 130,895            | \$ -               |
| R120               | \$ 292,764           | 100%                                | 0%                 | \$ 292,764            | \$ -               |
| R121               | \$ 263,526           | 100%                                | 0%                 | \$ 263,526            | \$ -               |
| R122               | \$ 208,935           | 100%                                | 0%                 | \$ 208,935            | \$ -               |
| R129               | \$ 478,257           | 100%                                | 0%                 | \$ 478,257            | \$ -               |
| R130               | \$ 509,326           | 100%                                | 0%                 | \$ 509,326            | \$ -               |
| R131               | \$ 592,079           | 100%                                | 0%                 | \$ 592,079            | \$ -               |
| R132               | \$ 301,434           | 100%                                | 0%                 | \$ 301,434            | \$ -               |
| R141               | \$ 151,842           | 100%                                | 0%                 | \$ 151,842            | \$ -               |
| R142               | \$ 522,847           | 100%                                | 0%                 | \$ 522,847            | \$ -               |
| R143               | \$ 406,742           | 100%                                | 0%                 | \$ 406,742            | \$ -               |
| R144               | \$ 110,415           | 100%                                | 0%                 | \$ 110,415            | \$ -               |
| R145               | \$ 122,159           | 100%                                | 0%                 | \$ 122,159            | \$ -               |
| R148               | \$ 271,666           | 31%                                 | 69%                | \$ 83,458             | \$ 188,207         |
| R150               | \$ 59,981            | 31%                                 | 69%                | \$ 18,427             | \$ 41,554          |
| R151               | \$ 1,010,122         | 0%                                  | 100%               | \$ -                  | \$ 1,010,122       |
| R152               | \$ 1,359,130         | 0%                                  | 100%               | \$ -                  | \$ 1,359,130       |
| R153               | \$ 461,822           | 0%                                  | 100%               | \$ -                  | \$ 461,822         |
| R157               | \$ 580,632           | 0%                                  | 100%               | \$ -                  | \$ 580,632         |
| R158               | \$ 362,387           | 0%                                  | 100%               | \$ -                  | \$ 362,387         |
| R159               | \$ 855,039           | 100%                                | 0%                 | \$ 855,039            | \$ -               |
| R160               | \$ 674,537           | 61%                                 | 39%                | \$ 413,949            | \$ 260,588         |
| R161               | \$ 504,413           | 47%                                 | 53%                | \$ 238,933            | \$ 265,481         |
| R162               | \$ 240,040           | 100%                                | 0%                 | \$ 240,040            | \$ -               |
| R163               | \$ 234,892           | 60%                                 | 40%                | \$ 140,018            | \$ 94,873          |
| R164               | \$ 578,472           | 57%                                 | 43%                | \$ 330,620            | \$ 247,852         |
| R165               | \$ 978,032           | 57%                                 | 43%                | \$ 558,552            | \$ 419,481         |
| R178               | \$ 48,476            | 100%                                | 0%                 | \$ 48,476             | \$ -               |
| R188               | \$ 301,111           | 100%                                | 0%                 | \$ 301,111            | \$ -               |
| R189               | \$ 81,142            | 100%                                | 0%                 | \$ 81,142             | \$ -               |
| R190               | \$ 126,889           | 100%                                | 0%                 | \$ 126,889            | \$ -               |
| R192               | \$ 110,846           | 100%                                | 0%                 | \$ 110,846            | \$ -               |
| R193               | \$ 134,007           | 100%                                | 0%                 | \$ 134,007            | \$ -               |
| R194               | \$ 51,870            | 100%                                | 0%                 | \$ 51,870             | \$ -               |
| R195               | \$ 350,448           | 100%                                | 0%                 | \$ 350,448            | \$ -               |
| R196               | \$ 51,414            | 100%                                | 0%                 | \$ 51,414             | \$ -               |
| R198               | \$ 88,562            | 100%                                | 0%                 | \$ 88,562             | \$ -               |

**Table 5-2**  
**Estimated Costs of Capital Improvements**  
**Recommended Storm Drain Trunk Lines**

| Project Identifier | Total Estimated Cost | Percentage of Cost Attributable to: |                    | Cost Attributable to: |                    |
|--------------------|----------------------|-------------------------------------|--------------------|-----------------------|--------------------|
|                    |                      | Existing Development                | Future Development | Existing Development  | Future Development |
| R199-A             | \$ 229,826           | 82%                                 | 18%                | \$ 188,457            | \$ 41,369          |
| R199-B             | \$ 188,257           | 96%                                 | 4%                 | \$ 180,727            | \$ 7,530           |
| R199-C             | \$ 1,354,367         | 97%                                 | 4%                 | \$ 1,306,965          | \$ 47,403          |
| R199-D             | \$ 337,980           | 0%                                  | 100%               | \$ -                  | \$ 337,980         |
| R200               | \$ 284,065           | 0%                                  | 100%               | \$ -                  | \$ 284,065         |
| R200               | \$ 227,158           | 0%                                  | 100%               | \$ -                  | \$ 227,158         |
| R201               | \$ 220,361           | 0%                                  | 100%               | \$ -                  | \$ 220,361         |
| R202               | \$ 434,524           | 0%                                  | 100%               | \$ -                  | \$ 434,524         |
| R203               | \$ 378,796           | 0%                                  | 100%               | \$ -                  | \$ 378,796         |
| R204               | \$ 541,790           | 10%                                 | 90%                | \$ 53,977             | \$ 487,813         |
| R207               | \$ 511,304           | 100%                                | 0%                 | \$ 511,304            | \$ -               |
| R208               | \$ 306,990           | 100%                                | 0%                 | \$ 306,990            | \$ -               |
| R209               | \$ 473,559           | 100%                                | 0%                 | \$ 473,559            | \$ -               |
| R212               | \$ 70,864            | 100%                                | 0%                 | \$ 70,864             | \$ -               |
| R214               | \$ 90,226            | 100%                                | 0%                 | \$ 90,226             | \$ -               |
| R216               | \$ 563,787           | 76%                                 | 24%                | \$ 428,478            | \$ 135,309         |
| R219               | \$ 177,144           | 100%                                | 0%                 | \$ 177,144            | \$ -               |
| R220               | \$ 278,808           | 100%                                | 0%                 | \$ 278,808            | \$ -               |
| R221               | \$ 280,685           | 100%                                | 0%                 | \$ 280,685            | \$ -               |
| R224               | \$ 144,048           | 100%                                | 0%                 | \$ 144,048            | \$ -               |
| R225               | \$ 381,634           | 100%                                | 0%                 | \$ 381,634            | \$ -               |
| R227               | \$ 265,613           | 100%                                | 0%                 | \$ 265,613            | \$ -               |
| R231               | \$ 514,171           | 20%                                 | 80%                | \$ 105,107            | \$ 409,064         |
| R232               | \$ 182,486           | 63%                                 | 37%                | \$ 115,012            | \$ 67,474          |
| R233               | \$ 330,598           | 63%                                 | 37%                | \$ 208,360            | \$ 122,238         |
| R234               | \$ 510,597           | 0%                                  | 100%               | \$ -                  | \$ 510,597         |
| R237               | \$ 241,473           | 0%                                  | 100%               | \$ -                  | \$ 241,473         |
| R238               | \$ 146,453           | 0%                                  | 100%               | \$ -                  | \$ 146,453         |
| R244               | \$ 771,695           | 100%                                | 0%                 | \$ 771,695            | \$ -               |
| R245               | \$ 457,661           | 81%                                 | 19%                | \$ 370,667            | \$ 86,993          |
| R246               | \$ 183,231           | 94%                                 | 6%                 | \$ 172,660            | \$ 10,571          |
| R247               | \$ 197,836           | 87%                                 | 13%                | \$ 172,323            | \$ 25,513          |
| R249               | \$ 69,668            | 0%                                  | 100%               | \$ -                  | \$ 69,668          |
| R250               | \$ 2,591,131         | 0%                                  | 100%               | \$ -                  | \$ 2,591,131       |
| R251               | \$ 937,870           | 0%                                  | 100%               | \$ -                  | \$ 937,870         |
| R252               | \$ 636,322           | 0%                                  | 100%               | \$ -                  | \$ 636,322         |
| R253               | \$ 238,998           | 0%                                  | 100%               | \$ -                  | \$ 238,998         |
| R254               | \$ 1,520,964         | 0%                                  | 100%               | \$ -                  | \$ 1,520,964       |
| R255               | \$ 274,056           | 86%                                 | 14%                | \$ 235,349            | \$ 38,707          |
| R256               | \$ 227,461           | 45%                                 | 55%                | \$ 102,193            | \$ 125,268         |
| R258               | \$ 518,625           | 72%                                 | 28%                | \$ 374,408            | \$ 144,217         |

**Table 5-2**  
**Estimated Costs of Capital Improvements**  
**Recommended Storm Drain Trunk Lines**

| Project Identifier | Total Estimated Cost | Percentage of Cost Attributable to: |                    | Cost Attributable to: |                    |
|--------------------|----------------------|-------------------------------------|--------------------|-----------------------|--------------------|
|                    |                      | Existing Development                | Future Development | Existing Development  | Future Development |
| R259               | \$ 403,283           | 81%                                 | 19%                | \$ 326,987            | \$ 76,297          |
| R260               | \$ 456,388           | 72%                                 | 28%                | \$ 330,539            | \$ 125,850         |
| R261               | \$ 318,044           | 0%                                  | 100%               | \$ -                  | \$ 318,044         |
| R262               | \$ 514,097           | 100%                                | 0%                 | \$ 514,097            | \$ -               |
| R265               | \$ 25,198            | 100%                                | 0%                 | \$ 25,198             | \$ -               |
| R266               | \$ 164,338           | 85%                                 | 15%                | \$ 139,315            | \$ 25,023          |
| R267               | \$ 108,724           | 100%                                | 0%                 | \$ 108,724            | \$ -               |
| R268               | \$ 158,769           | 100%                                | 0%                 | \$ 158,769            | \$ -               |
| R270               | \$ 99,835            | 91%                                 | 9%                 | \$ 90,501             | \$ 9,335           |
| R271               | \$ 327,370           | 100%                                | 0%                 | \$ 327,370            | \$ -               |
| R274               | \$ 167,406           | 100%                                | 0%                 | \$ 167,406            | \$ -               |
| R275               | \$ 836,186           | 34%                                 | 66%                | \$ 282,008            | \$ 554,178         |
| R277               | \$ 201,496           | 79%                                 | 21%                | \$ 158,472            | \$ 43,024          |
| R300               | \$ 364,915           | 71%                                 | 29%                | \$ 260,902            | \$ 104,013         |
| R302               | \$ 119,378           | 93%                                 | 7%                 | \$ 111,152            | \$ 8,225           |
| R303               | \$ 243,138           | 0%                                  | 100%               | \$ -                  | \$ 243,138         |
| R304               | \$ 516,989           | 0%                                  | 100%               | \$ -                  | \$ 516,989         |
| R305               | \$ 158,601           | 0%                                  | 100%               | \$ -                  | \$ 158,601         |
| R306               | \$ 216,049           | 0%                                  | 100%               | \$ -                  | \$ 216,049         |
| R307               | \$ 371,874           | 100%                                | 0%                 | \$ 371,874            | \$ -               |
| R308               | \$ 239,499           | 0%                                  | 100%               | \$ -                  | \$ 239,499         |
| R309               | \$ 141,155           | 0%                                  | 100%               | \$ -                  | \$ 141,155         |
| R310               | \$ 456,940           | 0%                                  | 100%               | \$ -                  | \$ 456,940         |
| R311               | \$ 129,845           | 0%                                  | 100%               | \$ -                  | \$ 129,845         |
| R312               | \$ 217,163           | 0%                                  | 100%               | \$ -                  | \$ 217,163         |
| R313               | \$ 373,485           | 0%                                  | 100%               | \$ -                  | \$ 373,485         |
| R314               | \$ 430,382           | 21%                                 | 79%                | \$ 89,580             | \$ 340,801         |
| R315               | \$ 814,053           | 46%                                 | 54%                | \$ 375,823            | \$ 438,229         |
| R316               | \$ 249,125           | 23%                                 | 77%                | \$ 57,165             | \$ 191,960         |
| R317               | \$ 410,561           | 0%                                  | 100%               | \$ -                  | \$ 410,561         |
| R318               | \$ 390,046           | 0%                                  | 100%               | \$ -                  | \$ 390,046         |
| R319               | \$ 174,408           | 0%                                  | 100%               | \$ -                  | \$ 174,408         |
| R320               | \$ 195,505           | 0%                                  | 100%               | \$ -                  | \$ 195,505         |
| R322               | \$ 297,304           | 0%                                  | 100%               | \$ -                  | \$ 297,304         |
| R323               | \$ 82,506            | 0%                                  | 100%               | \$ -                  | \$ 82,506          |
| R324               | \$ 324,370           | 0%                                  | 100%               | \$ -                  | \$ 324,370         |
| R325               | \$ 222,302           | 0%                                  | 100%               | \$ -                  | \$ 222,302         |
| R326               | \$ 310,452           | 0%                                  | 100%               | \$ -                  | \$ 310,452         |
| R327               | \$ 262,685           | 0%                                  | 100%               | \$ -                  | \$ 262,685         |
| R330               | \$ 88,520            | 78%                                 | 22%                | \$ 68,987             | \$ 19,532          |
| R331               | \$ 60,810            | 75%                                 | 25%                | \$ 45,587             | \$ 15,223          |

**Table 5-2**  
**Estimated Costs of Capital Improvements**  
**Recommended Storm Drain Trunk Lines**

| Project Identifier | Total Estimated Cost | Percentage of Cost Attributable to: |                    | Cost Attributable to: |                      |
|--------------------|----------------------|-------------------------------------|--------------------|-----------------------|----------------------|
|                    |                      | Existing Development                | Future Development | Existing Development  | Future Development   |
| R332               | \$ 197,344           | 71%                                 | 29%                | \$ 140,266            | \$ 57,078            |
| R333               | \$ 356,013           | 0%                                  | 100%               | \$ -                  | \$ 356,013           |
| R334               | \$ 1,165,528         | 72%                                 | 28%                | \$ 842,362            | \$ 323,167           |
| R335               | \$ 1,168,811         | 68%                                 | 32%                | \$ 795,721            | \$ 373,090           |
| R336               | \$ 753,101           | 41%                                 | 59%                | \$ 305,463            | \$ 447,638           |
| R337               | \$ 1,260,651         | 71%                                 | 29%                | \$ 895,280            | \$ 365,372           |
| R339               | \$ 659,830           | 17%                                 | 83%                | \$ 112,321            | \$ 547,509           |
| R341               | \$ 347,924           | 0%                                  | 100%               | \$ -                  | \$ 347,924           |
| R342               | \$ 86,545            | 0%                                  | 100%               | \$ -                  | \$ 86,545            |
| R347               | \$ 237,232           | 83%                                 | 17%                | \$ 195,996            | \$ 41,236            |
| R348               | \$ 212,463           | 0%                                  | 100%               | \$ -                  | \$ 212,463           |
| <b>Total</b>       | <b>\$ 73,451,053</b> | <b>45%</b>                          | <b>55%</b>         | <b>\$ 33,037,528</b>  | <b>\$ 40,413,525</b> |

**Table D-2**  
**Conceptual Cost Estimate Unit Cost Summary**  
**Spanish Fork Storm Drainage Master Plan**

| <b>Project Identifier</b> | <b>Pipe Length (ft)</b> | <b>Diameter (in)</b> | <b>Catch Basin / Inlet Box (EA)</b> | <b>Junction Box / Manhole (EA)</b> | <b>Outlet Works (EA)</b> | <b>Asphalt Road Repair (sq yd)</b> | <b>Estimated Project Cost (includes Contingency, Engineering, Admin, and Legal Fees)</b> |
|---------------------------|-------------------------|----------------------|-------------------------------------|------------------------------------|--------------------------|------------------------------------|--|
| R1                        | 1219                    | 18                   | 3                                   | 4                                  | 0                        | 1344                               | \$ 273,942.86  |
| R2                        | 1453                    | 24                   | 3                                   | 4                                  | 0                        | 0                                  | \$ 243,985.44  |
| R3                        | 2206                    | 24                   | 5                                   | 7                                  | 0                        | 2574                               | \$ 532,853.35  |
| R4                        | 1065                    | 30                   | 2                                   | 3                                  | 0                        | 1324                               | \$ 288,942.73  |
| R5                        | 1335                    | 30                   | 3                                   | 4                                  | 0                        | 0                                  | \$ 265,357.33  |
| R6                        | 682                     | 42                   | 1                                   | 2                                  | 0                        | 974                                | \$ 250,851.31  |
| R7                        | 3399                    | 42                   | 8                                   | 11                                 | 0                        | 4853                               | \$ 1,267,969.73  |
| R8                        | 2058                    | 30                   | 5                                   | 6                                  | 0                        | 0                                  | \$ 409,645.53  |
| R9                        | 3659                    | 30                   | 9                                   | 12                                 | 0                        | 0                                  | \$ 736,340.40  |
| R10                       | 3333                    | 24                   | 8                                   | 11                                 | 0                        | 3888                               | \$ 809,279.11  |
| R11                       | 654                     | 30                   | 1                                   | 2                                  | 0                        | 813                                | \$ 177,403.50  |
| R12                       | 2583                    | 30                   | 6                                   | 8                                  | 0                        | 1750                               | \$ 621,387.55  |
| R13                       | 5781                    | 54                   | 14                                  | 19                                 | 0                        | 0                                  | \$ 2,243,057.03  |
| R14                       | 5966                    | 36                   | 14                                  | 19                                 | 0                        | 1500                               | \$ 1,499,733.98  |
| R19                       | 5830                    | 30                   | 14                                  | 19                                 | 0                        | 0                                  | \$ 1,171,276.73  |
| R20                       | 3402                    | 66                   | 8                                   | 11                                 | 0                        | 0                                  | \$ 1,660,388.40  |
| R21                       | 4234                    | 36                   | 10                                  | 14                                 | 0                        | 0                                  | \$ 1,003,330.65  |
| R22                       | 2742                    | 30                   | 6                                   | 9                                  | 0                        | 0                                  | \$ 548,853.60  |
| R23                       | 1681                    | 60                   | 4                                   | 5                                  | 0                        | 0                                  | \$ 733,485.53  |
| R24                       | 2757                    | 30                   | 6                                   | 9                                  | 0                        | 3428                               | \$ 758,490.78  |
| R25                       | 3192                    | 66                   | 7                                   | 10                                 | 0                        | 0                                  | \$ 1,554,114.60  |
| R26                       | 1384                    | 24                   | 3                                   | 4                                  | 0                        | 0                                  | \$ 233,996.25  |
| R28                       | 3684                    | 30                   | 9                                   | 12                                 | 0                        | 4581                               | \$ 1,017,359.67  |
| R29                       | 2683                    | 30                   | 6                                   | 8                                  | 0                        | 3336                               | \$ 734,286.36  |
| R32                       | 1248                    | 18                   | 3                                   | 4                                  | 0                        | 1375                               | \$ 279,606.31  |
| R33                       | 1670                    | 24                   | 4                                   | 5                                  | 0                        | 1948                               | \$ 402,459.59  |
| R34                       | 2124                    | 30                   | 5                                   | 7                                  | 0                        | 2641                               | \$ 586,254.22  |
| R35                       | 672                     | 30                   | 1                                   | 2                                  | 0                        | 835                                | \$ 181,788.10  |
| R43                       | 776                     | 24                   | 1                                   | 2                                  | 0                        | 905                                | \$ 181,665.96  |
| R44                       | 1184                    | 30                   | 2                                   | 3                                  | 1                        | 1473                               | \$ 340,028.84  |
| R47                       | 394                     | 18                   | 0                                   | 1                                  | 0                        | 434                                | \$ 82,957.83   |
| R104                      | 2661                    | 24                   | 6                                   | 8                                  | 0                        | 3105                               | \$ 640,162.91  |
| R105                      | 1566                    | 24                   | 3                                   | 5                                  | 0                        | 1827                               | \$ 376,174.09  |
| R106                      | 1565                    | 24                   | 3                                   | 5                                  | 0                        | 1826                               | \$ 376,120.54  |
| R107                      | 540                     | 18                   | 1                                   | 1                                  | 0                        | 595                                | \$ 115,537.12  |
| R108                      | 2022                    | 30                   | 5                                   | 6                                  | 0                        | 0                                  | \$ 403,402.75  |
| R109                      | 1377                    | 30                   | 3                                   | 4                                  | 0                        | 0                                  | \$ 272,571.28  |
| R110                      | 513                     | 30                   | 1                                   | 1                                  | 0                        | 0                                  | \$ 98,198.50   |
| R111                      | 3623                    | 42                   | 9                                   | 12                                 | 0                        | 2040                               | \$ 1,165,926.64  |
| R112                      | 4040                    | 48                   | 10                                  | 13                                 | 0                        | 3000                               | \$ 1,544,842.58  |
| R113                      | 4514                    | 48                   | 11                                  | 15                                 | 0                        | 2400                               | \$ 1,670,508.40  |

**Table D-2**  
**Conceptual Cost Estimate Unit Cost Summary**  
**Spanish Fork Storm Drainage Master Plan**

| <b>Project Identifier</b> | <b>Pipe Length (ft)</b> | <b>Diameter (in)</b> | <b>Catch Basin / Inlet Box (EA)</b> | <b>Junction Box / Manhole (EA)</b> | <b>Outlet Works (EA)</b> | <b>Asphalt Road Repair (sq yd)</b> | <b>Estimated Project Cost (includes Contingency, Admin, Engineering, and Legal Fees)</b> |
|---------------------------|-------------------------|----------------------|-------------------------------------|------------------------------------|--------------------------|------------------------------------|--|
| R114                      | 1360                    | 24                   | 3                                   | 4                                  | 0                        | 1586                               | \$ 326,288.61  |
| R115                      | 1938                    | 30                   | 4                                   | 6                                  | 0                        | 2410                               | \$ 530,432.29  |
| R116                      | 1842                    | 30                   | 4                                   | 6                                  | 0                        | 2290                               | \$ 506,533.64  |
| R118                      | 2439                    | 24                   | 6                                   | 8                                  | 0                        | 2845                               | \$ 592,491.20  |
| R119                      | 489                     | 30                   | 1                                   | 1                                  | 0                        | 608                                | \$ 130,894.83  |
| R120                      | 1203                    | 24                   | 3                                   | 4                                  | 0                        | 1404                               | \$ 292,763.98  |
| R121                      | 962                     | 30                   | 2                                   | 3                                  | 0                        | 1197                               | \$ 263,526.43  |
| R122                      | 884                     | 24                   | 2                                   | 2                                  | 0                        | 1032                               | \$ 208,934.59  |
| R129                      | 1997                    | 24                   | 4                                   | 6                                  | 0                        | 2329                               | \$ 478,257.47  |
| R130                      | 1853                    | 30                   | 4                                   | 6                                  | 0                        | 2304                               | \$ 509,326.32  |
| R131                      | 1860                    | 36                   | 4                                   | 6                                  | 0                        | 2547                               | \$ 592,078.94  |
| R132                      | 1244                    | 24                   | 3                                   | 4                                  | 0                        | 1451                               | \$ 301,434.29  |
| R141                      | 460                     | 48                   | 1                                   | 1                                  | 0                        | 0                                  | \$ 151,841.76  |
| R142                      | 1907                    | 30                   | 4                                   | 6                                  | 0                        | 2372                               | \$ 522,846.52  |
| R143                      | 1277                    | 36                   | 3                                   | 4                                  | 0                        | 1748                               | \$ 406,742.07  |
| R144                      | 303                     | 42                   | 0                                   | 1                                  | 0                        | 433                                | \$ 110,415.36  |
| R145                      | 400                     | 36                   | 0                                   | 1                                  | 0                        | 548                                | \$ 122,159.24  |
| R148                      | 1372                    | 30                   | 3                                   | 4                                  | 0                        | 0                                  | \$ 271,665.65  |
| R150                      | 314                     | 30                   | 0                                   | 1                                  | 0                        | 0                                  | \$ 59,980.55   |
| R151                      | 3176                    | 36                   | 7                                   | 10                                 | 0                        | 4349                               | \$ 1,010,122.19  |
| R152                      | 2826                    | 54                   | 7                                   | 9                                  | 0                        | 4369                               | \$ 1,359,130.13  |
| R153                      | 2327                    | 30                   | 5                                   | 7                                  | 0                        | 0                                  | \$ 461,822.18  |
| R157                      | 2101                    | 30                   | 5                                   | 7                                  | 0                        | 2613                               | \$ 580,631.74  |
| R158                      | 1501                    | 24                   | 3                                   | 5                                  | 0                        | 1752                               | \$ 362,386.84  |
| R159                      | 3108                    | 30                   | 7                                   | 10                                 | 0                        | 3864                               | \$ 855,039.20  |
| R160                      | 2110                    | 36                   | 5                                   | 7                                  | 0                        | 2889                               | \$ 674,537.30  |
| R161                      | 1361                    | 42                   | 3                                   | 4                                  | 0                        | 1943                               | \$ 504,413.36  |
| R162                      | 1426                    | 24                   | 3                                   | 4                                  | 0                        | 0                                  | \$ 240,039.50  |
| R163                      | 497                     | 54                   | 1                                   | 1                                  | 0                        | 769                                | \$ 234,891.78  |
| R164                      | 1200                    | 54                   | 3                                   | 4                                  | 0                        | 1856                               | \$ 578,471.88  |
| R165                      | 2040                    | 54                   | 5                                   | 6                                  | 0                        | 3154                               | \$ 978,032.07  |
| R178                      | 196                     | 30                   | 0                                   | 0                                  | 0                        | 243                                | \$ 48,475.66   |
| R188                      | 947                     | 36                   | 2                                   | 3                                  | 0                        | 1297                               | \$ 301,110.74  |
| R189                      | 385                     | 18                   | 0                                   | 1                                  | 0                        | 424                                | \$ 81,141.85   |
| R190                      | 402                     | 36                   | 1                                   | 1                                  | 0                        | 551                                | \$ 126,888.74  |
| R192                      | 361                     | 36                   | 0                                   | 1                                  | 0                        | 494                                | \$ 110,846.40  |
| R193                      | 427                     | 36                   | 1                                   | 1                                  | 0                        | 584                                | \$ 134,006.57  |
| R194                      | 210                     | 30                   | 0                                   | 0                                  | 0                        | 261                                | \$ 51,869.95   |
| R195                      | 943                     | 42                   | 2                                   | 3                                  | 0                        | 1346                               | \$ 350,448.38  |
| R196                      | 177                     | 36                   | 0                                   | 0                                  | 0                        | 242                                | \$ 51,414.30   |
| R198                      | 334                     | 30                   | 0                                   | 1                                  | 0                        | 416                                | \$ 88,562.17   |

**Table D-2**  
**Conceptual Cost Estimate Unit Cost Summary**  
**Spanish Fork Storm Drainage Master Plan**

| <b>Project Identifier</b> | <b>Pipe Length (ft)</b> | <b>Diameter (in)</b> | <b>Catch Basin / Inlet Box (EA)</b> | <b>Junction Box / Manhole (EA)</b> | <b>Outlet Works (EA)</b> | <b>Asphalt Road Repair (sq yd)</b> | <b>Estimated Project Cost (includes Contingency, Engineering, Admin, and Legal Fees)</b> |
|---------------------------|-------------------------|----------------------|-------------------------------------|------------------------------------|--------------------------|------------------------------------|--|
| R199-A                    | 955                     | 24                   | 2                                   | 3                                  | 0                        | 1114                               | \$ 229,825.50  |
| R199-B                    | 447                     | 48                   | 1                                   | 1                                  | 0                        | 668                                | \$ 188,257.44  |
| R199-C                    | 2815                    | 54                   | 7                                   | 9                                  | 0                        | 4353                               | \$ 1,354,367.38  |
| R199-D                    | 1000                    | 36                   | 2                                   | 3                                  | 1                        | 1369                               | \$ 337,980.21  |
| R200                      | 1045                    | 30                   | 2                                   | 3                                  | 0                        | 1300                               | \$ 284,065.45  |
| R200                      | 1045                    | 30                   | 2                                   | 3                                  | 1                        | 0                                  | \$ 227,157.78  |
| R201                      | 1432                    | 18                   | 3                                   | 4                                  | 0                        | 0                                  | \$ 220,360.70  |
| R202                      | 2772                    | 18                   | 6                                   | 9                                  | 0                        | 0                                  | \$ 434,523.62  |
| R203                      | 1705                    | 18                   | 4                                   | 5                                  | 0                        | 1878                               | \$ 378,795.63  |
| R204                      | 1897                    | 30                   | 4                                   | 6                                  | 1                        | 2359                               | \$ 541,789.65  |
| R207                      | 2105                    | 24                   | 5                                   | 7                                  | 0                        | 2456                               | \$ 511,303.94  |
| R208                      | 1270                    | 24                   | 3                                   | 4                                  | 0                        | 1481                               | \$ 306,990.32  |
| R209                      | 1432                    | 36                   | 3                                   | 4                                  | 1                        | 1961                               | \$ 473,558.81  |
| R212                      | 286                     | 30                   | 0                                   | 0                                  | 0                        | 356                                | \$ 70,864.09   |
| R214                      | 277                     | 30                   | 0                                   | 0                                  | 1                        | 345                                | \$ 90,225.62   |
| R216                      | 2250                    | 24                   | 5                                   | 7                                  | 1                        | 2625                               | \$ 563,786.55  |
| R219                      | 653                     | 30                   | 1                                   | 2                                  | 0                        | 812                                | \$ 177,143.55  |
| R220                      | 1184                    | 24                   | 2                                   | 3                                  | 0                        | 1381                               | \$ 278,808.04  |
| R221                      | 823                     | 36                   | 2                                   | 2                                  | 1                        | 1127                               | \$ 280,684.91  |
| R224                      | 600                     | 24                   | 1                                   | 2                                  | 0                        | 700                                | \$ 144,048.21  |
| R225                      | 1400                    | 30                   | 3                                   | 4                                  | 0                        | 1741                               | \$ 381,633.89  |
| R227                      | 1336                    | 30                   | 3                                   | 4                                  | 0                        | 0                                  | \$ 265,612.63  |
| R231                      | 2177                    | 36                   | 5                                   | 7                                  | 0                        | 0                                  | \$ 514,170.53  |
| R232                      | 1048                    | 18                   | 2                                   | 3                                  | 1                        | 0                                  | \$ 182,486.31  |
| R233                      | 1998                    | 18                   | 4                                   | 6                                  | 1                        | 0                                  | \$ 330,598.12  |
| R234                      | 2298                    | 18                   | 5                                   | 7                                  | 0                        | 2532                               | \$ 510,596.66  |
| R237                      | 1436                    | 24                   | 3                                   | 4                                  | 0                        | 0                                  | \$ 241,472.69  |
| R238                      | 759                     | 30                   | 1                                   | 2                                  | 0                        | 0                                  | \$ 146,452.50  |
| R244                      | 2546                    | 42                   | 6                                   | 8                                  | 0                        | 710                                | \$ 771,695.43  |
| R245                      | 1667                    | 30                   | 4                                   | 5                                  | 0                        | 2073                               | \$ 457,660.61  |
| R246                      | 677                     | 30                   | 1                                   | 2                                  | 0                        | 842                                | \$ 183,231.48  |
| R247                      | 736                     | 30                   | 1                                   | 2                                  | 0                        | 916                                | \$ 197,836.07  |
| R249                      | 281                     | 30                   | 0                                   | 0                                  | 0                        | 350                                | \$ 69,668.29   |
| R250                      | 6930                    | 42                   | 17                                  | 23                                 | 0                        | 9894                               | \$ 2,591,130.85  |
| R251                      | 4256                    | 24                   | 10                                  | 14                                 | 0                        | 3400                               | \$ 937,869.56  |
| R252                      | 3695                    | 24                   | 9                                   | 12                                 | 0                        | 0                                  | \$ 636,322.31  |
| R253                      | 1025                    | 36                   | 2                                   | 3                                  | 0                        | 0                                  | \$ 238,998.46  |
| R254                      | 5514                    | 30                   | 13                                  | 18                                 | 0                        | 6857                               | \$ 1,520,964.48  |
| R255                      | 749                     | 42                   | 1                                   | 2                                  | 0                        | 1070                               | \$ 274,056.24  |
| R256                      | 1487                    | 18                   | 3                                   | 4                                  | 0                        | 0                                  | \$ 227,460.80  |
| R258                      | 1346                    | 54                   | 3                                   | 4                                  | 0                        | 0                                  | \$ 518,624.84  |

**Table D-2**  
**Conceptual Cost Estimate Unit Cost Summary**  
**Spanish Fork Storm Drainage Master Plan**

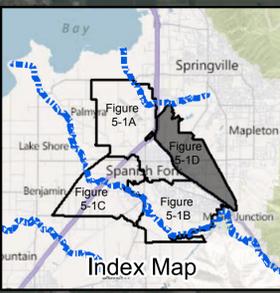
| <b>Project Identifier</b> | <b>Pipe Length (ft)</b> | <b>Diameter (in)</b> | <b>Catch Basin / Inlet Box (EA)</b> | <b>Junction Box / Manhole (EA)</b> | <b>Outlet Works (EA)</b> | <b>Asphalt Road Repair (sq yd)</b> | <b>Estimated Project Cost (includes Contingency, Engineering, Admin, and Legal Fees)</b> |
|---------------------------|-------------------------|----------------------|-------------------------------------|------------------------------------|--------------------------|------------------------------------|--|
| R259                      | 947                     | 48                   | 2                                   | 3                                  | 0                        | 1415                               | \$ 403,283.49  |
| R260                      | 1200                    | 54                   | 2                                   | 3                                  | 0                        | 0                                  | \$ 456,388.28  |
| R261                      | 2036                    | 18                   | 5                                   | 6                                  | 0                        | 0                                  | \$ 318,044.14  |
| R262                      | 2484                    | 18                   | 6                                   | 8                                  | 0                        | 2030                               | \$ 514,096.86  |
| R265                      | 175                     | 24                   | 0                                   | 0                                  | 0                        | 0                                  | \$ 25,197.94   |
| R266                      | 531                     | 36                   | 1                                   | 1                                  | 0                        | 727                                | \$ 164,338.12  |
| R267                      | 720                     | 18                   | 1                                   | 2                                  | 0                        | 0                                  | \$ 108,724.16  |
| R268                      | 731                     | 18                   | 1                                   | 2                                  | 0                        | 806                                | \$ 158,768.53  |
| R270                      | 269                     | 36                   | 0                                   | 0                                  | 1                        | 368                                | \$ 99,835.32   |
| R271                      | 1382                    | 18                   | 3                                   | 4                                  | 1                        | 1523                               | \$ 327,370.34  |
| R274                      | 1098                    | 18                   | 2                                   | 3                                  | 0                        | 0                                  | \$ 167,405.50  |
| R275                      | 2968                    | 30                   | 7                                   | 9                                  | 1                        | 3690                               | \$ 836,185.90  |
| R277                      | 664                     | 30                   | 1                                   | 2                                  | 1                        | 826                                | \$ 201,496.24  |
| R300                      | 1332.27                 | 30                   | 3                                   | 4                                  | 0                        | 1657                               | \$ 364,914.98  |
| R302                      | 442.7                   | 30                   | 1                                   | 1                                  | 0                        | 551                                | \$ 119,377.53  |
| R303                      | 816.01                  | 30                   | 2                                   | 2                                  | 1                        | 1015                               | \$ 243,138.16  |
| R304                      | 1802.47                 | 42                   | 4                                   | 6                                  | 0                        | 0                                  | \$ 516,989.11  |
| R305                      | 817.31                  | 24                   | 2                                   | 2                                  | 1                        | 0                                  | \$ 158,600.81  |
| R306                      | 915.14                  | 36                   | 2                                   | 3                                  | 0                        | 0                                  | \$ 216,049.49  |
| R307                      | 1471.78                 | 24                   | 3                                   | 4                                  | 1                        | 1717                               | \$ 371,874.38  |
| R308                      | 1422.08                 | 24                   | 3                                   | 4                                  | 0                        | 0                                  | \$ 239,499.00  |
| R309                      | 728.29                  | 30                   | 1                                   | 2                                  | 0                        | 0                                  | \$ 141,155.03  |
| R310                      | 1524.84                 | 42                   | 3                                   | 5                                  | 1                        | 0                                  | \$ 456,939.85  |
| R311                      | 576.05                  | 36                   | 1                                   | 1                                  | 0                        | 0                                  | \$ 129,845.42  |
| R312                      | 1266.7                  | 24                   | 3                                   | 4                                  | 0                        | 0                                  | \$ 217,163.13  |
| R313                      | 1595.97                 | 36                   | 3                                   | 5                                  | 0                        | 0                                  | \$ 373,485.00  |
| R314                      | 2505.96                 | 24                   | 6                                   | 8                                  | 0                        | 0                                  | \$ 430,381.75  |
| R315                      | 2053.19                 | 54                   | 5                                   | 6                                  | 1                        | 0                                  | \$ 814,052.66  |
| R316                      | 1489.04                 | 24                   | 3                                   | 4                                  | 0                        | 0                                  | \$ 249,124.50  |
| R317                      | 1367.82                 | 42                   | 3                                   | 4                                  | 1                        | 0                                  | \$ 410,560.93  |
| R318                      | 2293.36                 | 24                   | 5                                   | 7                                  | 0                        | 0                                  | \$ 390,045.50  |
| R319                      | 796.06                  | 30                   | 1                                   | 2                                  | 1                        | 0                                  | \$ 174,407.85  |
| R320                      | 844.16                  | 36                   | 2                                   | 2                                  | 0                        | 0                                  | \$ 195,504.60  |
| R322                      | 1756.2                  | 24                   | 4                                   | 5                                  | 0                        | 0                                  | \$ 297,303.75  |
| R323                      | 421.63                  | 30                   | 1                                   | 1                                  | 0                        | 0                                  | \$ 82,506.18   |
| R324                      | 1518.74                 | 30                   | 3                                   | 5                                  | 1                        | 0                                  | \$ 324,370.15  |
| R325                      | 1302.45                 | 24                   | 3                                   | 4                                  | 0                        | 0                                  | \$ 222,302.19  |
| R326                      | 1321.15                 | 36                   | 3                                   | 4                                  | 0                        | 0                                  | \$ 310,452.20  |
| R327                      | 1319.48                 | 30                   | 3                                   | 4                                  | 0                        | 0                                  | \$ 262,685.30  |
| R330                      | 456.49                  | 30                   | 1                                   | 1                                  | 0                        | 0                                  | \$ 88,519.53   |
| R331                      | 319.19                  | 30                   | 0                                   | 1                                  | 0                        | 0                                  | \$ 60,810.28   |

**Table D-2**  
**Conceptual Cost Estimate Unit Cost Summary**  
**Spanish Fork Storm Drainage Master Plan**

| <b>Project Identifier</b> | <b>Pipe Length (ft)</b> | <b>Diameter (in)</b> | <b>Catch Basin / Inlet Box (EA)</b> | <b>Junction Box / Manhole (EA)</b> | <b>Outlet Works (EA)</b> | <b>Asphalt Road Repair (sq yd)</b> | <b>Estimated Project Cost (includes Contingency, Admin, Engineering, and Legal Fees)</b> |
|---------------------------|-------------------------|----------------------|-------------------------------------|------------------------------------|--------------------------|------------------------------------|--|
| R332                      | 1196.83                 | 24                   | 2                                   | 3                                  | 0                        | 0                                  | \$ 197,344.31  |
| R333                      | 1974.61                 | 24                   | 4                                   | 6                                  | 1                        | 0                                  | \$ 356,012.69  |
| R334                      | 1504.62                 | 90                   | 3                                   | 5                                  | 0                        | 0                                  | \$ 1,165,528.45  |
| R335                      | 1383.66                 | 96                   | 3                                   | 4                                  | 0                        | 0                                  | \$ 1,168,811.41  |
| R336                      | 1728.76                 | 60                   | 4                                   | 5                                  | 0                        | 0                                  | \$ 753,101.36  |
| R337                      | 1626.49                 | 90                   | 4                                   | 5                                  | 0                        | 0                                  | \$ 1,260,651.28  |
| R339                      | 1711.25                 | 54                   | 4                                   | 5                                  | 0                        | 0                                  | \$ 659,830.47  |
| R341                      | 2040.34                 | 24                   | 5                                   | 6                                  | 0                        | 0                                  | \$ 347,923.88  |
| R342                      | 534.05                  | 24                   | 1                                   | 1                                  | 0                        | 0                                  | \$ 86,544.69   |
| R347                      | 1103.59                 | 30                   | 2                                   | 3                                  | 1                        | 0                                  | \$ 237,231.78  |
| R348                      | 960                     | 30                   | 2                                   | 3                                  | 1                        | 0                                  | \$ 212,462.50  |

| Recommended Pipe Sizes |                     |                   |                        |                         |                       |  |                    |                  |                                  |                                      |
|------------------------|---------------------|-------------------|------------------------|-------------------------|-----------------------|--|--------------------|------------------|----------------------------------|--------------------------------------|
| ID                     | Existing Flow (cfs) | Design Flow (cfs) | Existing Diameter (in) | Estimated Slope (ft/ft) | Estimated Manning's n | Estimated Existing Pipe Capacity (cfs) | Existing Deficient | Future Deficient | Recommended Future Diameter (in) | Estimated Future Pipe Capacity (cfs) |
| R301                   | 0.0                 | 15.0              | 24                     | 0.0042                  | 0.013                 | 14.7                                   | NO                 | NO               | 24                               | 14.7                                 |
| R302                   | 0.0                 | 23.7              | 24                     | 0.015                   | 0.013                 | 18.0                                   | YES                | YES              | 30                               | 25.4                                 |
| R303                   | 40.0                | 43.1              | 24                     | 0.012                   | 0.013                 | 13.0                                   | YES                | YES              | 30                               | 45.1                                 |
| R304                   | 0                   | 42.3              | 0                      | 0.002                   | 0.013                 | 0                                      | FUT                | FUT              | 42                               | 42.1                                 |
| R305                   | 0                   | 31.3              | 0                      | 0.02                    | 0.013                 | 0                                      | FUT                | FUT              | 24                               | 32.1                                 |
| R306                   | 0                   | 89.3              | 0                      | 0.02                    | 0.013                 | 0                                      | FUT                | FUT              | 36                               | 84.6                                 |
| R307                   | 0                   | 9.0               | 0                      | 0.003                   | 0.013                 | 0                                      | FUT                | FUT              | 24                               | 12.4                                 |
| R308                   | 0                   | 23.8              | 0                      | 0.0044                  | 0.013                 | 0                                      | FUT                | FUT              | 30                               | 27.3                                 |
| R309                   | 0                   | 13.1              | 0                      | 0.004                   | 0.013                 | 0                                      | FUT                | FUT              | 24                               | 14.3                                 |
| R310                   | 0                   | 48.5              | 0                      | 0.002                   | 0.013                 | 0                                      | FUT                | FUT              | 42                               | 45.1                                 |
| R311                   | 0                   | 37.1              | 0                      | 0.003                   | 0.013                 | 0                                      | FUT                | FUT              | 36                               | 35.6                                 |
| R312                   | 0                   | 7.9               | 0                      | 0.003                   | 0.013                 | 0                                      | FUT                | FUT              | 24                               | 12.4                                 |
| R313                   | 0                   | 48.9              | 0                      | 0.002                   | 0.013                 | 0                                      | FUT                | FUT              | 42                               | 44.8                                 |
| R314                   | 4.7                 | 22.5              | 0                      | 0.002                   | 0.013                 | 0                                      | FUT                | FUT              | 24                               | 26.1                                 |
| R315                   | 44.3                | 176.0             | 0                      | 0.011                   | 0.013                 | 0                                      | FUT                | FUT              | 54                               | 206.8                                |
| R316                   | 4.7                 | 22.5              | 0                      | 0.02                    | 0.013                 | 0                                      | FUT                | FUT              | 24                               | 21.1                                 |
| R317                   | 0                   | 54.6              | 0                      | 0.004                   | 0.013                 | 0                                      | FUT                | FUT              | 42                               | 63.8                                 |
| R318                   | 0                   | 10.0              | 0                      | 0.004                   | 0.013                 | 0                                      | FUT                | FUT              | 24                               | 14.3                                 |
| R319                   | 0                   | 19.9              | 0                      | 0.004                   | 0.013                 | 0                                      | FUT                | FUT              | 30                               | 20.0                                 |
| R320                   | 0                   | 85.9              | 0                      | 0.02                    | 0.013                 | 0                                      | FUT                | FUT              | 36                               | 84.8                                 |
| R321                   | 0                   | 15.6              | 0                      | 0.025                   | 0.013                 | 0                                      | FUT                | FUT              | 18                               | 16.7                                 |
| R322                   | 0                   | 10.4              | 0                      | 0.005                   | 0.013                 | 0                                      | FUT                | FUT              | 24                               | 16.0                                 |
| R323                   | 0                   | 17.2              | 0                      | 0.004                   | 0.013                 | 0                                      | FUT                | FUT              | 30                               | 22.5                                 |
| R324                   | 0                   | 28.9              | 0                      | 0.0046                  | 0.013                 | 0                                      | FUT                | FUT              | 30                               | 27.9                                 |
| R325                   | 0                   | 9.9               | 0                      | 0.0046                  | 0.013                 | 0                                      | FUT                | FUT              | 24                               | 15.4                                 |
| R326                   | 0                   | 27.8              | 0                      | 0.0035                  | 0.013                 | 0                                      | FUT                | FUT              | 36                               | 36.6                                 |
| R327                   | 0                   | 20.7              | 0                      | 0.003                   | 0.013                 | 0                                      | FUT                | FUT              | 30                               | 22.5                                 |
| R328                   | 0.4                 | 1.0               | 15                     | 0.003                   | 0.013                 | 3.5                                    | NO                 | NO               | 15                               | 3.5                                  |
| R329                   | 0.4                 | 1.0               | 15                     | 0.004                   | 0.013                 | 4.1                                    | YES                | NO               | 15                               | 4.1                                  |
| R330                   | 16.6                | 15.0              | 15                     | 0.004                   | 0.013                 | 4.1                                    | YES                | YES              | 30                               | 26.0                                 |
| R331                   | 14.1                | 18.8              | 15                     | 0.004                   | 0.013                 | 4.1                                    | YES                | YES              | 30                               | 26.0                                 |
| R332                   | 11.6                | 16.3              | 15                     | 0.004                   | 0.013                 | 4.1                                    | YES                | YES              | 24                               | 14.3                                 |
| R333                   | 0                   | 25.9              | 0                      | 0.02                    | 0.013                 | 0                                      | FUT                | FUT              | 24                               | 32.1                                 |
| R334                   | 414.4               | 260.0             | 0                      | 0.005                   | 0.013                 | 0                                      | FUT                | FUT              | 90                               | 444.4                                |
| R335                   | 414.4               | 260.0             | 0                      | 0.005                   | 0.013                 | 0                                      | FUT                | FUT              | 96                               | 448.7                                |
| R336                   | 207                 | 220.0             | 0                      | 0.005                   | 0.013                 | 0                                      | FUT                | FUT              | 90                               | 444.4                                |
| R337                   | 411.9               | 250.0             | 0                      | 0.005                   | 0.013                 | 0                                      | FUT                | FUT              | 90                               | 444.4                                |
| R338                   | 63.0                | 78.1              | 0                      | 0.01                    | 0.013                 | 0                                      | FUT                | FUT              | 36                               | 66.9                                 |
| R339                   | 20.1                | 19.0              | 0                      | 0.005                   | 0.013                 | 0                                      | FUT                | FUT              | 24                               | 12.4                                 |
| R340                   | 28.7                | 42.4              | 36                     | 0.005                   | 0.013                 | 47.3                                   | NO                 | NO               | 36                               | 47.3                                 |
| R341                   | 0                   | 9.8               | 0                      | 0.006                   | 0.013                 | 0                                      | FUT                | FUT              | 24                               | 17.6                                 |
| R342                   | 0                   | 19.2              | 0                      | 0.006                   | 0.013                 | 0                                      | FUT                | FUT              | 24                               | 17.6                                 |
| R343                   | 0                   | 38.7              | 0                      | 0.003                   | 0.013                 | 0                                      | FUT                | FUT              | 48                               | 36.8                                 |
| R344                   | 0                   | 381.2             | 0                      | 0.003                   | 0.013                 | 0                                      | FUT                | FUT              | 84                               | 350.8                                |
| R345                   | 10.4                | 14.2              | 0                      | 0.01                    | 0.013                 | 0                                      | FUT                | FUT              | 24                               | 22.7                                 |
| R346                   | 10.4                | 28.4              | 0                      | 0.01                    | 0.013                 | 0                                      | FUT                | FUT              | 30                               | 41.1                                 |
| R347                   | 19.3                | 23.3              | 24                     | 0.005                   | 0.013                 | 16.0                                   | NO                 | NO               | 30                               | 28.1                                 |
| R348                   | 13.3                | 23.0              | 24                     | 0.005                   | 0.013                 | 16.0                                   | NO                 | NO               | 24                               | 16.0                                 |

| Detention Facilities |                         |                     |                       |                 |                    |           |
|----------------------|-------------------------|---------------------|-----------------------|-----------------|--------------------|-----------|
| Name                 | Existing Volume (ac-ft) | Capacity Deficient? | Future Volume (ac-ft) | Discharge (cfs) | Discharge (cfs/ac) | Existing? |
| DB1                  | -                       | -                   | 6.5                   | 7.9             | 0.04               | No        |
| DB3                  | -                       | -                   | 4.5                   | 13.1            | 0.08               | No        |
| DB4                  | -                       | -                   | 4.9                   | 12.2            | 0.05               | No        |
| DB5                  | -                       | -                   | 3.1                   | 89.3            | 0.11               | No        |
| DB6                  | -                       | -                   | 2.6                   | 20.5            | 0.15               | No        |
| DB7                  | -                       | -                   | 1                     | 5.7             | 0.15               | No        |
| DB8                  | -                       | -                   | 2                     | 2.8             | 0.05               | No        |
| DB9                  | 1.7                     | No                  | 1.7                   | 47.1            | 0.32               | Yes       |
| Spanish Highlands    | 3.7                     | No                  | 3.7                   | 2.5             | 0.04               | Yes       |
| RB1                  | -                       | -                   | 22.7                  | 0               | -                  | Yes       |
| RB2                  | -                       | -                   | 2.3                   | 0               | -                  | Yes       |
| RB3                  | -                       | -                   | 2.8                   | 0               | -                  | No        |



### Legend

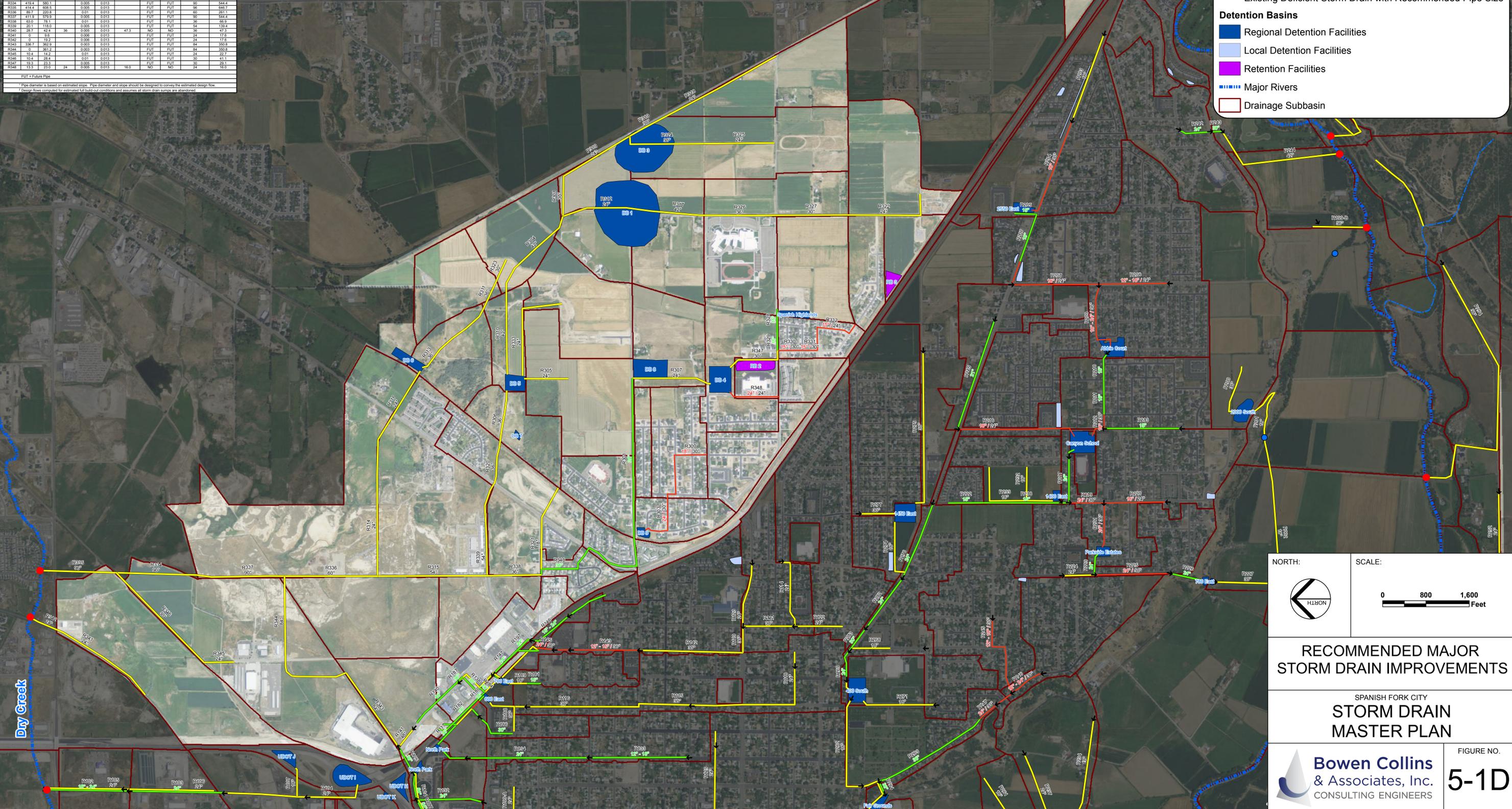
- Major Discharge Point
- ↑ Flow Arrow
- Canal Crossing
- Railroad Crossing

### Storm Drain Trunklines

- Existing SD
- Recommended Future Storm Drain Pipe
- Open Channel Storm Drain
- Existing Deficient Storm Drain with Recommended Pipe Size

### Detention Basins

- Regional Detention Facilities
- Local Detention Facilities
- Retention Facilities
- Major Rivers
- Drainage Subbasin



NORTH:

SCALE:

**RECOMMENDED MAJOR STORM DRAIN IMPROVEMENTS**

SPANISH FORK CITY  
**STORM DRAIN MASTER PLAN**

FIGURE NO.  
**5-1D**

**Bowen Collins & Associates, Inc.**  
CONSULTING ENGINEERS

## LEASE AGREEMENT

THIS LEASE AGREEMENT executed on this 7 day of February 2012 between SPANISH FORK CITY, a Municipal Corporation of the State of Utah, hereinafter called CITY, and DAUGHTERS OF THE UTAH PIONEERS, hereinafter called DUP.

1. City does hereby lease and demise unto DUP, the west front rooms of the Memorial Building located at 400 N. Main Street, for a term of four years from the 1st day of January, 2012, for the sum of ONE DOLLAR per year, and in further consideration of the covenants and agreements set forth herein. Unless terminated as set forth hereinafter, at the end of the initial term, this lease shall automatically be extended for an additional four year term.

2. The property described herein is leased to the said DUP for the use and benefit of DUP for the purpose of housing a pioneer museum owned and operated by DUP for the education and enjoyment of DUP and the public at large.

3. DUP shall have full powers of management and control of the premises herein leased, subject to the terms and conditions herein set forth. It is expressly agreed that the benefits and duties of this lease and agreement may not be assigned by DUP without the prior written approval of City.

4. In consideration of the lease and agreement herein contained, the City further agrees as follows:

(a) To keep the exterior and roof of said building in good repair and condition, keeping the same wind and water tight, including the repair of drains and repair of gas, water and sewer lines located outside the building, but not including the replacement of broken glass and outside windows.

(b) To furnish and pay all utilities (except telephone) in connection with the operation of said building.

(c) The maintenance to be performed by the City hereunder shall be performed in the manner and at the times the City, in its sole discretion, shall designate.

5. In consideration of the covenants and agreements herein set forth, DUP agrees as follows:

(a) To keep in good repair and condition the interior of the premises leased to them, including the repair of all exterior windows and glass.

(b) To perform all janitorial service connected with the operation of the museum.

(c) To keep the contents of the museum insured against loss by theft, fire, or other cause, or fully assume the risk of such loss and hold harmless City from such loss and indemnify City for any loss incurred, including attorney's fees incurred in defending such claims.

(d) In the event the building becomes unusable during the term hereof from earthquake, lightning, fire, bomb damage, flood, or depreciated condition, or from any cause whatsoever, City shall have no obligation to provide a replacement building.

6. City may terminate its rights and duties as herein set forth, thus terminating all force and effect of this lease, prior to the expiration of the term as set forth herein, in the following manner and upon the following conditions:

(a). The City shall serve written notice of intention to terminate upon DUP or their successors in interest, six (6) months prior to the effective date of the proposed termination.

7. Any notices to be given hereunder shall be sufficient if mailed by United States mail, postage prepaid as follows:

David Oyler  
Spanish Fork City  
Attn. City Manager  
40 South Main  
Spanish Fork, UT 84660

DUP  
400 N. Main  
Spanish Fork, UT 84660

The names of any new contact persons shall be noticed as set forth herein.

8. City and DUP agree that should they default in any of the covenants and agreements contained herein to pay all costs and expenses that may arise from enforcing this lease and agreement either by suit or otherwise, including a reasonable attorney's fee. Each further agrees that a breach of this agreement releases the other from any responsibility under the terms of this lease.

9. This writing constitutes the entire agreement between the parties. Any statement or understanding not explicitly set forth herein shall be null and void. All prior leases and amendments thereto are rescinded and merged into this document.

IN WITNESS WHEREOF, the parties hereto have signed their names this 7 day of February, 2012 at Spanish Fork, Utah.

DAUGHTERS OF THE UTAH PIONEERS By:

SPANISH FORK CITY By:

\_\_\_\_\_  
DALENE HURST, President

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

ATTEST:

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



# Memo

To: Mayor & City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: January 30, 2012  
Re: NRCS Emergency Watershed Protection Program Grant Agreement

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## Staff Report

The high flows last spring caused erosion in many areas along the Spanish Fork River. Several of these areas were in the city limits or along our water transmission line up the canyon. We therefore applied for a grant through the NRCS Emergency Watershed Protection Program to fund the stabilization of these banks.

We were awarded up to a \$500,000 grant with a required 25% match for this project. It looks like up to about \$50,000 of our match may be in kind with city staff work. We have budgeted for this work in the approved revision 1 of the fiscal year 2012 budget.

Two time constraints required us to get the agreement signed before city council meeting. First, only work performed after the agreement is in place may be used as our portion of the match. The sooner the agreement is signed the more credit we will receive for the work we doing along the river. Second, environmental requirements by the Army Corp of engineering will require the work to be completed by April so we have to work quickly to finish by then.

We recommend that the city council ratify this agreement with the NRCS for their Emergency Watershed Protection Program Grant in the amount of up to \$500,000 with a 25% city match.

Attached: agreement



### NOTICE OF GRANT AND AGREEMENT AWARD

| 1. Award Identifying Number<br>68-8D43-12-09   |                              | 2. Amendment No.   | 3. Award/Project Period<br>See agreement   |  | 4. Type of Award Instrument<br>Cooperative Agreement |   |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
|--|------------------------------|--|--|--|--|---|----------------|--------|-------------|-----------------|----------|-----------|----|--|----------|----------|----|--|--|--|--|--|
| 5. Agency: Natural Resources Conservation Service (NRCS)<br>(Name and Address)<br>Natural Resources Conservation Service<br>Utah State Office<br>125 South State St., Ste 4010<br>Salt Lake City UT 841311--   |                              |  | 6. Recipient Organization: (Name and Address)<br>Spanish Fork City<br>40 S. Main St., PO Box 358<br>Spanish Fork, UT 84660   |  |  |   |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
|  |                              |  | DUNS:<br>073105488   |  | EIN:   |   |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
| 7. NRCS Program Contact:<br>Bronson Smart<br>801-524-4559  |                              | 8. NRCS Administrative Contact:<br>Judy Ousley<br>801-524-4553 |  | 9. Recipient Program Contact:<br>Trapper Burdick<br>801-804-4552 |  | 10. Recipient Administrative Contact:<br>Kent Clark<br>801-804-4520 |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
| 11. CFDA Number<br>10.923  | 12. Authority<br>7 CFR 624.8 |  | 13. Type of Action<br>New agreement  |  | 14. Project Director<br>Trapper Burdick              |   |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
| 15. Project Title/Description:<br>Spanish Fork City EWP FY12 Project - TA and FA Funding<br>Complete agreement includes this cover page and attached cooperative agreement with attachments.   |                              |  |  |  |  |   |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
| 16. Entity Type: <input type="checkbox"/> Profit <input type="checkbox"/> Nonprofit <input type="checkbox"/> Higher Education <input type="checkbox"/> Federal <input checked="" type="checkbox"/> State/Local <input type="checkbox"/> Indian/Native American <input type="checkbox"/> Other  |                              |  |  |  |  |   |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
| 17. Select Funding Type: <input checked="" type="checkbox"/> Federal <input checked="" type="checkbox"/> Non-Federal   |                              |  | 18. Accounting and Appropriation Data  |  |  |   |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
|  |                              |  | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Financial Code</th> <th>Amount</th> <th>Fiscal Year</th> <th>Treasury Symbol</th> </tr> </thead> <tbody> <tr> <td>12 62F49</td> <td>\$500,000</td> <td>12</td> <td></td> </tr> <tr> <td>12 62T49</td> <td>\$50,000</td> <td>12</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> |  |  |   | Financial Code | Amount | Fiscal Year | Treasury Symbol | 12 62F49 | \$500,000 | 12 |  | 12 62T49 | \$50,000 | 12 |  |  |  |  |  |
| Financial Code   | Amount                       | Fiscal Year  | Treasury Symbol  |  |  |   |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
| 12 62F49   | \$500,000                    | 12   |  |  |  |   |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
| 12 62T49   | \$50,000                     | 12   |  |  |  |   |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
|  |                              |  |  |  |  |   |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
| Previous Total:  |                              |  |  |  |  |   |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
| Current Total:   | \$550,000.00 \$166,666.00    |  |  |  |  |   |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
| Grand Total:   | \$716,666.00 NRCS and County |  |  |  |  |   |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
| <b>19. APPROVED BUDGET</b>   |                              |  |  |  |  |   |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
| Personnel  |                              | \$ _____   |  | Fringe Benefits  |  | \$ _____  |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
| Travel   |                              | \$ _____   |  | Equipment  |  | \$ _____  |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
| Supplies   |                              | \$ _____   |  | Contractual  |  | \$ _____  |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
| Construction   |                              | \$ 716,666.00  |  | Other  |  | \$ _____  |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
| Total Direct Cost  |                              | \$ _____   |  | Total Indirect Cost  |  | \$ _____  |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
| Total Federal Funds Awarded  |                              | \$ 550,000.00  |  | Total Non-Federal Funds  |  | \$ 166,666  |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
| Total Approved Budget  |                              | \$ 716,666.00  |  |  |  |   |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |
| This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS. |                              |  |  |  |  |   |                |        |             |                 |          |           |    |  |          |          |    |  |  |  |  |  |

|  |                  |             |
|--|------------------|-------------|
| <b>Name and Title of Authorized Government Representative</b><br>David C. Brown<br>Utah NRCS State Conservationist | <b>Signature</b> | <b>Date</b> |
| <b>Name and Title of Authorized Recipient Representative</b><br>G. Wayne Andersen<br>Mayor, Spanish Fork City      | <b>Signature</b> | <b>Date</b> |

**NONDISCRIMINATION STATEMENT**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

**PRIVACY ACT STATEMENT**

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Agreement Number: 68-8D43-12-09  
Fund Code: 12 62F49  
Amount \$500,000.00  
Fund Code: 12 62T49  
Amount \$50,000.00  
Expiration date: August 27, 2012

**COOPERATIVE AGREEMENT  
68-8D43-12-09**

between the

**UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)**

and

**SPANISH FORK CITY, UTAH (City)**

**PROJECT: Spanish Fork City, Utah, FY12 Emergency Watershed Protection (EWP) Project  
(#5077) – Technical and Financial Assistance**

**I. AUTHORITY**

A. Code of Federal Regulations, Title 7: Agriculture, Part 624-Emergency Watershed Protection, paragraph 624.8(c) authorizes NRCS to enter into a cooperative agreement with a sponsor.

B. For purposes of this agreement, "sponsor" refers to Spanish Fork City, Utah and is defined in 7 CFR 624.4(g) as: "Project sponsor means a State government or a State agency or a legal subdivision thereof, local unit of government, or any Native American tribe or tribal organization as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b), with a legal interest in or responsibility for the values threatened by a watershed emergency; is capable of obtaining necessary land rights; and is capable of carrying out any operation and maintenance responsibilities that may be required."

**II. PURPOSE**

A. The purpose of this agreement is to provide financial assistance to Spanish Fork City to implement emergency recovery measures to stabilize stream banks and conduct debris removal. The damage was caused by unusually heavy runoff in spring of 2011 and storms that continued well into the summer of that year. Defined sites and work to be completed will be agreed to in discussions between the City and NRCS once work requirements are analyzed and estimated repair costs determined.

B. This agreement provides NRCS financial assistance to the City as follows:

1. Funds in the amount of \$500,000.00 are for on-the-ground construction work (up to 75% of total construction costs). Total construction costs are estimated to be \$666,666.00. Spanish Fork City is responsible for 25% of these costs or \$166,666.00 in either direct cash expenditures by the City or the value of in-kind materials and/or services. Reference Section VII. for further details.

2. This agreement also provides NRCS financial assistance to the City of up to \$50,000.00 for technical and administrative costs directly charged to the project. This amount, \$50,000.00, is an estimate. Amount allowable is typically 10% of the FA funds actually expended.

TA funding for the agreement may be insufficient to cover all costs and require the City to contribute resources to fully complete all necessary TA work. Again, reference Section VII. for details.

**NOTE: The City is prohibited from using federal funds as any portion of the cost-share requirement. Funds are considered federal in origin if disbursed directly to the City by a federal government agency or indirectly through another entity. For example, federal funding to a state agency passed by the state to a county and from the county to a city is considered to be federal in origin by the state, the county, and the city. Neither the state, county, nor city could count the federal funds as a cost-share contribution.**

### **III. BENEFITS**

NRCS funding will be used to implement emergency recovery measures, providing immediate benefits to City residents and long-term benefits to the general public in protection of the watershed.

### **IV. ATTACHMENTS TO AGREEMENT**

The following attachments are incorporated into the agreement:

Attachment A: Plan of Work

Attachment B: General Terms and Conditions for Grants and Cooperative Agreements

Attachment C: Required Contract Clauses and Bonding Requirements

Attachment D: NRCS Supplement to OSHA Parts 1910 and 1926

Attachment E: 7 CFR Part 624, Emergency Watershed Protection Program

Attachment F: 7 CFR 3016.36, Procurement

Attachment G: The following Standard Forms submitted by the City:  
SF 424 – Application for Federal Assistance  
SF 424C Budget Information Construction Programs  
SF 424D Assurances – Construction Programs

Attachment H: Quarterly Accrual Report Format

### **V. TERM OF THE AGREEMENT**

This agreement, signed by the NRCS State Conservationist, is effective on the date of obligation of funds and continues in full force and in effect through August 27, 2012. The agreement may be amended to extend the date. Requests from the City to the NRCS State Conservationist, David C. Brown, to extend the term of the agreement must be submitted in writing 60 days prior to the expiration date of the agreement and/or amendments and include a justification documenting the need for the extension.

## VI. CONTACT INFORMATION

|   |   |
|---|---|
| <b>Spanish Fork City</b>  | <b>NRCS Utah</b>  |
| Project Manager   | Project Manager   |
| Trapper Burdick   | Bronson Smart   |
| Assistant City Engineer   | NRCS Utah State Conservation Engineer   |
| Spanish Fork City   | USDA Natural Resources Conservation Service                                     |
| 40 South Main Street  | 125 South State St., Room 4010  |
| PO Box 358  | Salt Lake City, UT 84138  |
| Spanish Fork City, UT 84660   |   |
| Phone: 801-804-4552   | Phone: 801-524-4559   |
| Fax: 801-804-4552   | Fax: 801-524-4403   |
| Email: <a href="mailto:tburdick@spanishfork.org">tburdick@spanishfork.org</a> | Email: <a href="mailto:bronson.smart@ut.usda.gov">bronson.smart@ut.usda.gov</a> |
|   |   |
| <b>Administrative Contact</b>   | <b>Administrative Contact</b>   |
| Kent Clark  | Judy Ousley   |
| Finance Director  | NRCS Agreements Specialist  |
| Spanish Fork City, UT 84660   | NRCS  |
| 40 South Main Street  | 125 South State St., Room 4010  |
| PO Box 358  | Salt Lake City, UT 84138  |
| Spanish Fork City, UT 84660   |   |
| Phone: 801-804-4520   | Phone: 801-524-4553   |
| Fax: 801-804-4510   | Fax: 801-524-4050   |
| Email: <a href="mailto:kent@spanishfork.org">kent@spanishfork.org</a>         | Email: <a href="mailto:judy.ousley@ut.usda.gov">judy.ousley@ut.usda.gov</a>     |

## VII. RESPONSIBILITIES AND OBLIGATIONS:

### A. Spanish Fork City will:

1. **Construction Plan** - Spanish Fork City and NRCS will evaluate damage and jointly determine priority sites and the most effective measures to be implemented with the funding available. Identified sites are listed in the attached Plan of Work.

a. The City will design and write specifications, solicit, evaluate, award, and manage the construction contract(s) for on-the-ground construction.

b. Construction documents will include USDA bonding requirements and construction clauses (reference attachment) and the NRCS Supplement to OSHA Parts 1910 and 1926 (reference attachment).

c. The City will adhere to procurement policies of the Code of Federal Regulations, Section 7, 3016.36 (7 CFR 3016.36) entitled "Procurement" (see attachment).

d. The City will comply with the General Terms and Conditions for Grants and Cooperative Agreements (see attachment).

2. **Funding and Cost-Share** - NRCS funding for this project is provided to the City in two separate NRCS funding accounts. In order for funds to be expended according to NRCS program requirements, the City must account for expenditures separately. Following is a description of the accounts:

a. The **technical assistance (TA)** funds (\$50,000.00) may be expended for items such as:

(1) Costs for developing the design and specifications and conducting inspections.

(2) Costs for developing and issuing a solicitation(s) for construction, evaluating offers, and awarding a construction contract (using NRCS developed project design and specifications).

(3) Costs of administering and managing the City's construction contract .

(4) Other administrative costs such as verifying invoices, record keeping, and accounting for City resources expended for the project.

(5) NRCS is obligating TA funding of \$50,000.00. This amount should be sufficient to cover all actual TA costs as described above. Upon receipt of the final SF-270 for the project, unexpended TA funding will be deobligated by NRCS to be reallocated to other nationwide EWP program projects.

b. The **financial assistance (FA)** funds (up to \$500,000.00) are exclusively for actual allowable costs of on-the-ground construction. Total construction cost of the project is estimated to be \$666,666.00.

(1) NRCS is obligating FA funding of \$500,000.00 to the City for up to 75 percent of total actual allowable on-the-ground construction costs.

(2) The City is responsible for cost-sharing at least 25 percent of total actual on-the-ground construction costs (estimated to be \$166,666.00). The City's contribution may be comprised of City funds, the value of in-kind labor, materials, use of equipment, etc.

(3) Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement (over and above the NRCS commitment of up to 75 percent of actual construction costs and within the not-to-exceed amount) will be deobligated from the agreement.

**NOTE: EWP program rules prohibit NRCS from reimbursing the City for work performed prior to award date of this agreement (date agreement, signed by NRCS State Conservationist, is obligated).**

3. **Pre-Construction Notification** - Prior to beginning any on-the-ground construction work, the City will contact the NRCS Project Manager to ensure any concerns relative to the following requirements have been addressed and resolved:

a. **Real Property Rights** - NRCS Form ADS-78 and attorney's opinion have been submitted to NRCS (see paragraph 5 below).

b. **Permits** - All Federal, State, and local permits have been applied for and received (see paragraph 5 below).

c. **Endangered Species Act Compliance** - City agrees to implement avoidance and minimization measures and conservation measures identified for threatened and

endangered species through consultation under Section 7 of the Endangered Species Act (see paragraph 8 below).

d. **National Historic Preservation Act Compliance** – Construction contract awarded by the City incorporates all cultural resource requirements as determined by NRCS (see paragraph 7 below).

e. **National Environmental Protection Act Compliance** – The City is responsible for NEPA compliance (see paragraph 6 below)

f. **Quality Assurance and Inspection Staffing Plan** – the plan, developed by NRCS, is acceptable to the City.

g. **Operations and Maintenance Plan** – the plan, developed by NRCS, is acceptable to the City. The City is responsible for 100 percent of operations and maintenance costs upon completion of the project.

4. **Real Property Rights** – Secure real property rights. The City will submit a completed ADS-78 form, Assurances Relating to Real Property Acquisition, to the NRCS Program Manager. An attorney's opinion must be attached to the form certifying an examination of the real property instruments and files was made and found to provide adequate land title, rights, permission and authority for the purpose(s) of the project. **All costs relative to obtaining property rights will be borne by the City. In accordance with EWP program regulations, NRCS cannot pay for these costs nor can they be counted as a cost-share contribution by the City.**

5. **Permits** - Ensure all applicable Federal, State, and local permits are obtained and work is performed in accordance with permit requirements. **All costs relative to obtaining required permits will be borne by the City. In accordance with EWP program regulations, NRCS cannot pay for these costs nor can they be counted as a cost-share contribution by the City.**

6. **National Environmental Protection Act Compliance (NEPA)** - The City is responsible for compliance with all NEPA requirements. **The City Project Manager must review the DSR prior to starting construction and comply with NEPA restrictions identified in the DSR. For questions related to NEPA compliance contact Elise Boeke, NRCS Assistant State Conservationist, Resources, at 801-524-4562 or [elise.boeke@ut.usda.gov](mailto:elise.boeke@ut.usda.gov).**

7. **National Historic Preservation Act Compliance** – Construction contracts awarded by the City must incorporate all cultural resource requirements as determined by NRCS. **If the City has not been contacted by NRCS prior to starting construction, the City Project Manager must contact Andrew Williamson, NRCS State Archaeologist, at 801-524-4556 or [andrew.williamson@ut.usda.gov](mailto:andrew.williamson@ut.usda.gov), in writing, to verify that the City has taken all required action. Correspondence via email message to Andrew is acceptable.**

8. **Endangered Species Act Compliance** – The City is responsible for compliance with the Endangered Species Act including implementation of U.S. Fish and Wildlife avoidance and minimization measures and conservation measures identified for threatened and endangered species. **The City Project Manager must review the DSR prior to starting construction and comply with ESA restrictions identified in the DSR. For questions related to TSA, contact Casey Burns, NRCS Utah Biologist, at 801-524-4566 or [casey.burns@ut.usda.gov](mailto:casey.burns@ut.usda.gov).**

9. **Construction Contract(s)** - Solicit, evaluate, award, and manage construction contract(s) in accordance with established City procurement policy and all applicable State and Federal laws and regulations. **Reference 7 CFR 3016.36, section entitled "Procurement" for**

**procurement requirements, including required construction contract clauses and bonding requirements.** 7 CFR 3016 is accessible online at: [http://www.ut.nrcs.usda.gov/technical/grants\\_agreements.html](http://www.ut.nrcs.usda.gov/technical/grants_agreements.html), scroll down to "Regulations" and select 7 CFR 3016.

10. **Safety** - All contractors on NRCS assisted projects are required to perform their work in accordance with OSHA regulations, NRCS Supplement to OSHA Parts 1910 and 1926, and the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). The City is responsible for periodically checking the contractor's compliance. The City will notify NRCS of all accidents and/or injuries that occur on the NRCS assisted project.

• The NRCS Supplement to OSHA Parts 1910 and 1926 is included as an attachment to this agreement.

11. **Construction Performance** - All construction will be performed in compliance with:

- a. City developed design and specifications.
- b. NRCS standards.
- c. Requirements of all necessary local, State, and Federal permits. The City is responsible for securing all permits and complying with permit requirements.

d. All terms and conditions herein whether included in full text or by reference. Section IX, Provisions and Regulations, of the agreement lists applicable regulations. Links to regulations are located at the following website:  
[http://www.ut.nrcs.usda.gov/technical/grants\\_agreements.html](http://www.ut.nrcs.usda.gov/technical/grants_agreements.html)

e. Information and assurances provided in Standard Forms (SF) 424, 424C and 424D, incorporated into this agreement as an attachment.

12. **Notification of Significant Events** - Immediately notify the NRCS Project Manager (see "Contact" Section) of events that impact the project. Such events include problems, delays, and adverse or differing site conditions that will materially impair continuation of the project.

13. **Operations and Maintenance** - Write the Operations and Maintenance Plan, submit it to NRCS for review, and conduct required operation and maintenance as described in the reviewed Operations and Maintenance Plan. The City is responsible for all operation and maintenance costs.

14. **Excess costs** - Accept all financial and other responsibility for excess costs resulting from failure of the City to obtain, or delay in obtaining, adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures.

15. **Deficient Construction Services** - Accept liability for any damage and any additional construction costs to others to correct problems arising during or after construction resulting from deficient construction services performed by or through the City.

16. **Deviations from Certified Design** - The City will obtain NRCS concurrence, in writing, for any deviations from the City's design and specifications. Every attempt will be made to contact NRCS for verbal concurrence of minor deviations and corrections that become necessary

during construction; however, construction should not be delayed to await approval **unless there is reasonable doubt on the part of the City that the change will be unacceptable to NRCS. All minor changes and corrections, regardless of whether NRCS was verbally contacted or not, will be documented by the City in writing and submitted to the NRCS Project Manager and Administrative Contact within 24 hours of occurrence.**

17. **Removal or Relocation of Utilities** – The City will arrange and pay for any necessary location, removal, or relocation of utilities; **EWP program regulations prohibit NRCS from reimbursing the City or otherwise paying for any such costs nor do the costs qualify as a City cost-share contribution.**

18. **Weekly Progress Reports** - Once a week, throughout the duration of construction or other EWP activities, digital images documenting construction progress will be submitted to the NRCS Project Manager and NRCS Administrative Contact identified in the "Contact" section of the agreement. **Photos will be accompanied by a narrative progress report documenting construction progress during the week.** Submission via e-mail is acceptable.

19. **Digital Photographic Diary/Documentation** -

(a). Upon completion of the project, the City will provide photographs in digital format (.jpeg) on a CD to both the NRCS Project Manager and Administrative Contact. The photographic documentation should be a complete diary of activities from preconstruction through final inspection.

(b). A set of final photos should be made of all completed project sites and should be taken from similar vantage points as the original pre-construction photos. Photos should be taken daily of construction activities and should show construction methods, subsurface materials encountered, construction problems as well as problem solutions, and any damages incurred during construction either natural or manmade.

20. **Increased Level of Protection** - If the City desires to increase the level of protection over and above that described in the NRCS Damage Survey Report (DSR), the City will be responsible for paying 100 percent of the costs of any unapproved and unfunded upgrade or additional work.

21. **Unforeseen events** - Events may occur that have significant impact upon the project. In such cases, the City must inform the NRCS Project Manager either (1) verbally, if the issue is time-sensitive, with a written notice documenting the conversation submitted to NRCS within 24 hours of occurrence; or (2) if the issue is not time-sensitive, in writing, as soon as the following types of conditions become known:

(a). Problems, delays, or adverse conditions which will materially impair the City's ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(b). Favorable developments which enable meeting time schedules and objectives sooner or for less cost than anticipated or producing more beneficial results than originally planned.

22. **As-built Drawings** - Complete as-built drawings for the project. A copy of the as-built drawings will be submitted to the City's project manager.

23. **Requesting Reimbursement and Financial Reporting** – Reference “Payments” section in attachment entitled “General Terms and Conditions” listed in Section IV.

24. **Nondiscrimination Requirements** - Recipients of Federally-Assisted Programs are required to post the following notice in their offices and include, in full, on all materials regarding this project that are produced by the recipient for public information, public education, or public distribution:

*“In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.*

*To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.”*

25. **Performance Reports** - In accordance with 7 CFR 3015.92, because this is a construction project, on-site technical inspections and certified percentage-of-completion data will be used to monitor progress. No written performance reports will be required.

26. **Accrual Reports** - NRCS requires quarterly accrual information. An accrual is the value of the work you have performed or will perform in cooperation with NRCS but for which you have not yet submitted an SF-270. Please complete the Accrual Information form (Attachment E) and submit it to the address below no later than 15 days prior to the end of the quarter (submit by March 15, June 15, September 15, and December 15). The U.S. Congress relies on audits of financial statements, including accrual information, to determine future funding amounts for NRCS on-going and new projects and programs.

**Submit the accrual report to:**

Judy Ousley  
USDA/NRCS Utah State Office  
125 South State Street, Room 4010  
Salt Lake City, UT 84138-1100

Reports may also be faxed to 801-524-5059, Attention Judy Ousley or emailed to [judy.ousley@ut.usda.gov](mailto:judy.ousley@ut.usda.gov).

27. The City will conduct all procurement activities in a manner that provides, to the maximum extent possible, free and open competition.

28. The City is responsible, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between the City and others to carry out approved project activities. Matters concerning violation of law should be referred to the federal, state, or local authority having proper jurisdiction.

29. NRCS cannot reimburse the City for construction work performed prior to award date of this agreement (date of signature by NRCS State Conservationist).

30. Should inconsistencies arise between language in the agreement and the plan of work, the language in the agreement takes precedence.

31. The Federal Travel Regulations will serve as a guideline for any travel performed under this agreement.

B. NRCS will:

1. Contribute up to \$500,000.00 in financial assistance (construction) funds toward expenses for the project and \$50,000.00 in technical/administrative assistance funding. Funds will be expended as explained in this agreement.
2. Develop and write the Damage Survey Report (DSR). A copy of the report will be submitted to the Spanish Fork City Project Manager.
3. Complete all necessary NEPA and cultural resources documentation.
4. Provide a functional review of the City's design and specifications.
5. Review the Operations and Maintenance Plan for the project developed by the City. All expenses for operations and maintenance are the responsibility of Spanish Fork City.
6. Upon receipt of a properly completed SF-270, Request for Advance or Reimbursement, and requested proper supporting documentation, assess description of work completed relative to allowable funds requested and, if request is reasonable, approve and process payment to the City. In the event there are questions regarding the SF-270 and supporting documentation, NRCS will contact the City in a timely manner to resolve concerns.

**VIII. AMENDMENTS, CHANGES, AND TERMINATION**

See General Terms and Conditions attached to the agreement, Section XIV.

**IX. APPROVAL**

The United States Department of Agriculture, Natural Resources Conservation Service and Spanish Fork City execute this agreement as of the date of final signature by USDA/NRCS on NRCS-ADS-093 form, Notice of Grant and Agreement Award. The signatories represent that each is duly authorized to bind their respective organization to the terms of this agreement. By signing the NRCS-ADS-093 form, the City assures USDA that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

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NATURAL RESOURCES CONSERVATION SERVICE  
U.S. DEPARTMENT OF AGRICULTURE  
GENERAL TERMS AND CONDITIONS FOR GRANTS AND COOPERATIVE AGREEMENTS

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NATURAL RESOURCES CONSERVATION SERVICE  
U.S. DEPARTMENT OF AGRICULTURE  
GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

**I. APPLICABLE REGULATIONS**

a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.htm1#page1>.)

i. 7 CFR Section 3015.205, "General Provisions for Grants and Cooperative Agreements with Institutions of Higher Education, Other Nonprofit Organizations, and Hospitals"

ii. 7 CFR Part 3016, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

iii. 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)"

iv. 7 CFR Part 3018, "New Restrictions on Lobbying"

v. 7 CFR Part 3019, "Uniform Administrative Requirements for Grant and Other Agreements with Institutions of Higher Education, Hospitals, and Nonprofit Organizations"

vi. 7 CFR Part 3021, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"

vii. 7 CFR Part 3052, "Audits of States, Local Governments, and Nonprofit Organizations"

viii. 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations"

ix. Office of Management and Budget (OMB) Circular No. A-102, "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" (including Indian Tribal governments)

x. 2 CFR Part 25, "Universal Identifier and Central Contractor Registration"

xi. 2 CFR Part 170 "Reporting Subaward and Executive Compensation Information"

xii. Public Law 109-282, "Federal Funding Accountability and Transparency Act of 2006"

xiii. 2 CFR Section 175, "Award Term for Trafficking in Persons"

b. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by

reference (the full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.htm1#page1>):

i. 2 CFR Part 220, "Cost Principles for Institutions of Higher Education"

ii. 2 CFR Part 225, "Cost Principles for State and Local Governments (Including Certain Indian Tribal Governments)"

iii. 2 CFR Part 230, "Cost Principles for Nonprofit Organizations"

iv. 48 CFR Part 31, "Contract Cost Principles and Procedures"

## **II. UNALLOWABLE COSTS**

The following costs are unallowable and will not be reimbursed by NRCS:

- a. Costs above the amount authorized for the project
- b. Costs incurred after the expiration of the award
- c. Costs that lie outside the scope of the approved project and any amendments thereto
- d. Compensation for injuries to persons or damage to property arising from project activities

This list is not inclusive. Questions about the allowability of particular items of costs should be directed to the NRCS administrative contact identified on page 1 of the Notice of Grant and Agreement Award document.

## **III. CONFIDENTIALITY**

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

## **IV. PRIOR APPROVAL REQUIREMENTS**

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

a. Change in Purpose and Deliverables —When it is necessary for the recipient to change the purpose and deliverables, the recipient must submit a written request and justification for the change along with the revised purpose and deliverables of the award to the NRCS administrative and program contact. The request should include the following:

- i. Grant or agreement number
- ii. Narrative explaining reasons for requested change to the project purpose and deliverables
- iii. A description of the revised purpose or deliverables
- iv. Signatures of the authorized representative, project manager, or both

b. New Subrecipient Arrangement (not previously identified in the plan of work) —The recipient must submit a justification for the proposed new subrecipient arrangement(s), a plan of work to be performed, and a detailed budget for the subrecipient to the NRCS administrative contact.

c. Absence or Change in Project Leadership —When a project manager or the person responsible for the direction or management of the project—

i. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative and program contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.

ii. Severs his or her affiliation with the grantee, the grantee's options include—

(a). Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project.

(b). Establishing the former project director's new organization as a subrecipient. The grantee must request approval from the NRCS administrative contact to replace the project manager and retain the award, and to establish the former project director's new organization as a subrecipient responsible for specific project tasks identified in writing by the grantee.

(c). Relinquishing the award. The grantee must submit to the NRCS administrative contact a letter signed by the grantee's authorized official and project director notifying NRCS the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 270, requesting final reimbursement and reflecting the total amount of funds spent by the recipient, must be attached to the letter.

iii. With the prior written approval of NRCS transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the

following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:

(a). The forms and certifications included in the application package

(b). A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal)

(c). An updated qualifications statement for the project manager showing his or her new organizational affiliation

(d). Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization  
Note: The transfer of an award from one organization to another can take up to 90 days to accomplish, which may result in a delay in the project manager resuming the project at the new organization.

d. Budget Revisions.—Budget revisions will be in accordance with 7 CFR Section 3015.115.

e. Extensions of Time.—When an extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 days before the expiration date of the award. The request must contain the following:

i. The length of additional time required to complete the project and a justification for the extension

ii. A summary of progress to date

iii. An estimate of funds expected to remain unobligated on the scheduled expiration date

iv. A projected timetable to complete the portions of the project for which the extension is being requested

v. Signature of the grantee official and project manager

vi. A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Only in exceptional cases will more than one extension be granted. Requests for no-cost extensions received after the expiration of the award will not be granted.

## V. PAYMENTS

a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be processed upon the submission of a properly completed form SF-270. The SF-270 must be sent to the NRCS administrative contact at the address identified in block 7 of the Notice of Grant/Agreement Award. On a separate page attach to the SF-270, a general breakout of costs incurred

during the reporting period and brief written description of work accomplished (materials purchased, services received, etc.) or descriptive invoices.

b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.

c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205. Recipients must ensure the timing of advance requests is designed to minimize the time between the advance payment and the disbursement of funds.

d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient.

e. Recipient accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

## VI. FINANCIAL REPORTING

a. If notified by NRCS, recipients must submit a Federal Financial Report (FFR), SF 425 and 425A at least quarterly in accordance with the following schedule (recipients may download the applicable form at <http://www.forms.gov>):

| <u>Quarterly Schedule</u> | <u>Report Due Date</u> |
|---------------------------|------------------------|
| January 1- March 31       | April 30               |
| April 1 – June 30         | July 31                |
| July 1 – September 30     | October 31             |
| October 1 – December 31   | January 31             |

**Typically, the SF-270 forms include the required financial information and an SF-425 form will not be required.**

b. If required, a final Report must be submitted no later than 90 days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

## VII. PERFORMANCE MONITORING AND REPORTING

**NOTE: Performance reports for projects involving construction are only required during the planning phase. Once construction begins, NRCS inspections or site visits will replace written performance reports.**

a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subrecipient arrangements, the recipient is also responsible for monitoring the

performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. Performance reports will be submitted to the NRCS Program and Administrative Contacts. Reports will be submitted on the SF-PPR form, Performance Progress Report. Reports will be submitted for the January-June period (report due July 31) and the July-December period (report due January 31). The performance narrative in block 10 of the form will include, as applicable:

i. A summary of project progress from beginning of project up to the end of the reporting period.

ii. Detailed description of project progress during the reporting period, by task if applicable. Report on meetings held and decisions made. Describe problems encountered and how they were resolved. If goals were not met, explain why. Address changes to work schedule, why they occurred and how the changes impact project completion. If significant changes to the work schedule have occurred, submit a revised schedule of work.

iii. Describe successes achieved.

iv. Quantify results when possible. Provide an overview of expenditures by budget category. Report or reimbursements received for the reporting period.

v. Describe work to be completed during the next reporting period, any anticipated problems, and any opportunities for early project completion or cost-savings.

c. The recipient must submit a final performance report within 90 days after completion of project.

#### **VIII. SPECIAL PROVISIONS**

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.

b. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

#### **IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER**

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 7 CFR Section 3019.36. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor

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c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:  
"This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here]."

e. In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:  
"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture."

f. The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

#### **X. COST-SHARING REQUIREMENTS**

a. If the award has specific cost-sharing requirements, recipient cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award. Recipients are prohibited from using federal funds for any portion of the cost-sharing requirement. Unless otherwise stated in the applicable program announcement, funds are considered federal in origin if disbursed directly to the recipient by a federal government agency or indirectly through another entity. For example, federal funding to a state agency passed by the state to a county and from the county to a city is considered to be federal in origin by the state, the county, and the city. Neither the state, county, nor city could count the federal funds as an NRCS cost-sharing contribution.

b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must:

- i. Immediately notify the NRCS administrative contact of the situation.
- ii. Specify the steps it plans to take to secure replacement cost sharing.
- iii. Indicate the plans to either continue or phase out the project in the absence of cost sharing.

c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS changes to proposed cost sharing revisions are made on a case-by-case basis and may be unallowable in accordance with program regulations and rules.

d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of NRCS funds reimbursed to the recipient under the award, and possible termination of the award.

e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be reimbursed by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

#### **XI. PROGRAM INCOME**

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

#### **XII. NONEXPENDABLE EQUIPMENT**

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

#### **XIII. LIMIT OF FEDERAL LIABILITY**

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

#### **XIV. AMENDMENTS, CHANGES, AND TERMINATION**

A. This agreement may be amended in writing by mutual consent of the parties. NRCS is responsible for writing the amendment, obtaining signatures, and distributing copies to the recipient. If an agreement is written that implements only internal administrative changes, the amendment may be issued unilaterally by NRCS; the recipient will receive a copy of all amendments.

B. Terms of enforcement and termination are in accordance with 7 CFR 3016.43-44 as follows:  
"§ 3016.43 Enforcement.

*(a) Remedies for noncompliance. If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a*

notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
- (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
- (3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,
- (4) Withhold further awards for the program, or
- (5) Take other remedies that may be legally available.

(b) *Hearings, appeals.* In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

(c) *Effects of suspension and termination.* Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- (1) The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
- (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(d) *Relationship to Debarment and Suspension.* The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under E.O. 12549 (see §3016.35).

§ 3016.44 Termination for convenience.

Except as provided in §3016.43 awards may be terminated in whole or in part only as follows:

- (a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- (b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §3016.43 or paragraph (a) of this section."

## **XV. AWARD CLOSEOUT**

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

**XVI. RECORDS RETENTION**

The County is responsible for keeping all records relative to the project, including all documentation of procurements, receipts, and other accounting information. Retain all records relative to this agreement in accordance with 7 CFR 3016.42 or longer in accordance with County policy.

**XVII. AUDIT REQUIREMENTS**

Comply with the Single Audit Act requiring all non-Federal entities that expend \$500,000 or more of Federal awards in a year to obtain an annual audit.

**XVIII. NONDISCRIMINATION REQUIREMENTS**

Recipients of Federally-Assisted Programs are required to post in their offices and include, in full, on all materials regarding this project that are produced by the recipient for public information, public education, or public distribution:

*"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.*

*To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer."*

## Contracts Awarded by Recipients for Construction Work

### Required Contract Clauses including Labor Standards and Bonding Requirements

Recipients are required to comply with the requirements of 7 CFR 3016, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and other statutes and regulations cited in required forms and the cooperative agreement. 7 CFR 3016.36 Procurement, addresses recipient procurement procedures. Additional information on Department of Labor laws can be viewed at: <http://www.dol.gov/compliance/laws/main.htm>

### Following is 7 CFR 3016(h), Bonding Requirements:

(h) *Bonding requirements.* For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) *A performance bond on the part of the contractor for 100 percent of the contract price.* A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) *A payment bond on the part of the contractor for 100 percent of the contract price.* A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

### Following is 7 CFR 3016.36(i), the paragraph listing Contract Provisions recipients are required to include in contract awards:

(i) *Contract provisions.* A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may

be appropriate. (Contracts more than the simplified acquisition threshold – *Utah NRCS note: simplified acquisition is currently \$100,000*)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair.) *The Copeland "Anti-Kickback" Act generally prohibits federal contractors or subcontractors engaged in building construction or repair from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her employment contract and requires such contractors and subcontractors to submit weekly statements of compliance.*

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation. *Utah NRCS note: EWP program legislation does not require compliance with Davis-Bacon Act*)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.) *The Act requires contractors and subcontractors with covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek.*

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under ~~section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).~~ (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

[53 FR 8044, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19641, Apr. 19, 1995]

NATURAL RESOURCES CONSERVATION SERVICE  
SUPPLEMENT TO OSHA PARTS 1910 AND 1926  
CONSTRUCTION INDUSTRY STANDARDS AND INTERPRETATIONS

GENERAL CONTRACTOR REQUIREMENTS

- 1.1 SAFETY PROGRAM. Each Contractor is to demonstrate that he or she has facilities for conducting a safety program commensurate with the work under contract. The Contractor is to submit in writing a proposed comprehensive safety program to the Contracting Officer for approval before the start of construction operations. The program is to specifically state what provisions the Contractor proposes to take for the health and safety of all employees, including subcontractors and rental equipment operators. The program shall be site specific and provide details relevant to the work to be done, the hazards associated with the work, and the actions that will be necessary to minimize the identified hazards.
- 1.2 PRECONSTRUCTION SAFETY MEETING. Representatives for the Contractor are to meet with the Contracting Officer (CO) or the CO's representative before the start of construction to discuss the safety program and the implementation of all health and safety standards pertinent to the work under this contract.
- 1.3 JOINT SAFETY POLICY COMMITTEE. The Contractor or designated onsite representative is to participate in monthly meetings of a Joint Safety Policy Committee, composed of NRCS and Contractor supervisory personnel. At these meetings the Contractor's project manager and the Contracting Officer's representative will review the effectiveness of the Contractor's safety effort, resolve current health and safety problems, and coordinate safety activities for upcoming work.
- 1.4 SAFETY PERSONNEL. Each Contractor is to designate a competent supervisory employee satisfactory to the Contracting Officer to administer the safety program.
- 1.5 SAFETY MEETINGS. A minimum of one "on-the-job" or "toolbox" safety meeting is to be conducted each week by all field supervisors or foremen and attended by mechanics and all construction personnel at the jobsite. The Contractor is to also conduct regularly scheduled supervisory safety meetings at least monthly for all levels of job supervision.
- 1.6 SAFETY INSPECTION. The Contractor shall perform frequent and regular safety inspections of the jobsite, materials, and equipment, and shall correct deficiencies.
- 1.7 FIRST AID TRAINING. Every Contractor foreman's work crew must include an employee who has a current first aid certificate from the Mine Safety and Health Administration, American Red Cross, or other state-approved organization.
- 1.8 REPORTS. Each Contractor is to maintain an accurate record of all job-related deaths, diseases, or disabling injuries. This record shall be maintained in a manner approved by the Contracting Officer. A copy of all reports is to be provided to the Contracting Officer. All fatal or serious injuries are to be reported immediately to the Contracting Officer, and every assistance is to be given in the investigation of the incident, including submission of a comprehensive narrative report to the Contracting

Officer. Other occurrences with serious accident potential, such as equipment failures, slides, and cave-ins, must also be reported immediately. The Contractor is to assist and cooperate fully with the Contracting Officer in conducting accident investigations. The Contracting Officer is to be furnished all information and data pertinent to investigation of an accident.

## FIRST AID AND MEDICAL FACILITIES

- 2.1 FIRST AID KITS. A 16-unit first aid kit approved by the American Red Cross is to be provided at accessible, well-identified, locations at the ratio of at least 1 kit for each 25 employees. The first aid kits are to be moisture-proof and dust-tight, and the contents of the kits are to be replenished as used or as they become ineffective or outdated.
- 2.2 EMERGENCY FIRST AID. At least one employee certified to administer emergency first aid must be available on each shift and duly designated by the Contractor to care for injured employees. The names of the certified employees shall be posted at the jobsite.
- 2.3 COMMUNICATION AND TRANSPORTATION. Prior to the start of work, the Contractor is to make necessary arrangements for prompt and dependable communications, transportation, and medical care for injured employees. At least one stretcher and two blankets shall be readily available for transporting injured employees.
- 2.4 FIRST AID AND MEDICAL REPORTS. The Contractor is to maintain a record system for first aid and medical treatment on the jobsite. Such records are to be readily available to the Contracting Officer and are to include—
- (a) A daily treatment log listing chronologically all persons treated for occupational injuries and illnesses;
  - (b) Cumulative record of injury for each individual;
  - (c) Monthly statistical records of occupational injuries, classified by type and nature of injury; and
  - (d) Required worker's compensation records.
- 2.5 SIGNS AND DIRECTIONAL MARKINGS. Adequate identification and directional markers are to be provided to readily denote the location of all first aid stations.
- 2.6 EMERGENCY LISTING. A listing of telephone numbers and addresses of doctor, rescue squad, hospital, police, and fire departments is to be provided at all first aid locations.

## PHYSICAL QUALIFICATION OF EMPLOYEES

- 3.1 GENERAL REQUIREMENTS. Persons employed throughout the course of the contract are to be physically qualified to perform their assigned duties. Employees must not knowingly be permitted or required to work while their ability or alertness is

so impaired by fatigue, illness, or any other reason that may jeopardize themselves or others.

3.2 HOIST OPERATORS. Operators of cranes, cableways, and other hoisting equipment shall be examined annually by a physician and provided with a certification stating that they are physically qualified to safely operate hoisting equipment. The Contractor is to submit a copy of each certification to the Contracting Officer.

3.3 MOTOR VEHICLE OPERATORS. Operators of motor vehicles engaged primarily in the transportation of personnel are to be 18 years of age or older and have a valid state operator's permit or license for the equipment being operated. The operators must have passed a physical examination administered by a licensed physician within the past year showing that they are physically qualified to operate vehicles safely.

#### PERSONAL PROTECTIVE EQUIPMENT

4.1 HARDHAT AREAS. The entire jobsite, with the exception of offices, shall be considered a hardhat area. All persons entering the area are, without exception, required to wear hardhats. The Contractor shall provide hardhats for visitors entering hardhat areas.

4.1.1 LABELS. Hardhats shall bear a manufacturer's label indicating design compliance with the appropriate ANSI (American National Standards Institute) standard.

4.2 POSTING. Signs at least 3 by 4 feet worded as follows with red letters (minimum 6 inches high) and white background shall be erected at access points to designated hardhat areas:

CONSTRUCTION AREA—HARDHATS REQUIRED BEYOND THIS POINT

The signs are to be furnished and installed by the Contractor at entries to shops, construction yards, and job access points.

#### MACHINERY AND MECHANIZED EQUIPMENT

5.1 SAFE CONDITION. Before any machinery or mechanized equipment is initially used on the job, it must be inspected and tested by qualified personnel and determined to be in safe operating condition and appropriate for the intended use. Operators shall inspect their equipment prior to the beginning of each shift. Any deficiencies or defects shall be corrected prior to using the equipment. Safety equipment, such as seatbelts, installed on machinery is to be used by equipment operators.

5.2 TAGGING AND LOCKING. The controls of power-driven equipment under repair are to be locked. An effective lockout and tagging procedure is to be established, prescribing specific responsibilities and safety procedures to be followed by the person or persons performing repair work.

#### 5.3 HAUL ROADS FOR EQUIPMENT

5.3.1 ROAD MAINTENANCE. The Contractor shall maintain all roadways, including haul roads and access roads, in a safe condition so as to eliminate or control dust and

ice hazards. Wherever dust is a hazard, adequate dust-laying equipment shall be available at the jobsite and utilized to control the dust.

- 5.3.2 SINGLE-LANE HAUL ROADS. Single-lane roads with two-way traffic shall have adequate turnouts. Where adequate turnouts are not practical, a traffic control system is to be provided to prevent accidents.
- 5.3.3 TWO-WAY HAUL ROADS. On two-way haul roads, arrangements are to be such that vehicles travel on the right side wherever possible. Signs and traffic control devices are to be employed to indicate clearly any variations from a right-hand traffic pattern. The road shall be wide enough to permit safe passage of opposing traffic, considering the type of hauling equipment used.
- 5.3.4 DESIGN AND CONSTRUCTION OF HAUL ROADS. Haul road design criteria and drawings, if requested by the Contracting Officer, are to be submitted for approval prior to road construction. Sustained grades shall not exceed 12 per-cent and all curves shall have open-sight line with as great a radius as practical. All roads shall be posted with curve signs and maximum speed limits that will permit the equipment to be stopped within one-half the minimum sight distance.
- 5.3.5 OPERATORS. Machinery and mechanized equipment is to be operated only by authorized qualified persons.
- 5.3.6 RIDING ON EQUIPMENT. Riding on equipment by unauthorized personnel is prohibited. Seating and safety belts shall be provided for the operator and all passengers.
- 5.3.7 GETTING ON OR OFF EQUIPMENT. Getting on or off equipment while the equipment is in motion is prohibited.
- 5.3.8 HOURS OF OPERATION. Except in emergencies, an equipment operator shall not operate any mobile or hoisting equipment for more than 12 hours with-out an 8-hour rest interval away from the job.
- 5.4 POWER CRANES AND HOISTS (TRUCK CRANES, CRAWLER CRANES, TOWER CRANES, GANTRY CRANES, HAMMERHEAD CRANES, DERRICKS, CABLEWAYS, AND HOISTS)
- 5.4.1 PERFORMANCE TEST. Before initial onsite operation, at 12-month intervals, and after major repairs or modification, power cranes, derricks, cableways, and hoists must satisfactorily complete a performance test to demonstrate the equipment's ability to safely handle and maneuver the rated loads. The tests shall be conducted in the presence of a representative of the Contracting Officer. Test data shall be recorded and a copy furnished the Contracting Officer.
- 5.4.2 PERFORMANCE TEST—POWER CRANES (Crawler mounted, truck mounted and wheel mounted). The performance test is to be carried out with outriggers set and with a test load weighing 110 percent of the rated capacity when the boom angle is from 30° to 60° above the horizontal. The test is to consist of raising, lowering, and braking the load and rotating the test load through 360° degrees at the specified boom angle or radius. Cranes equipped with jibs or boom-tip extensions are to be tested using both the main boom and the jib, with an appropriate test load in each case.

5.4.3 PERFORMANCE TEST—DERRICKS, GANTRY CRANES, TOWER CRANES, CABLEWAYS, AND HOISTS, INCLUDING OVERHEAD CRANES.

This equipment is to be performance tested with a test load weighing 110 percent of the rated load. In testing cableways, the test load is to be traveled to the upstream and downstream limits of travel and thoroughly performance tested in at least three travel positions, including both limits of travel.

5.4.4 BOOM ANGLE INDICATOR. Power cranes (includes draglines) with booms capable of moving in the vertical plane shall be provided with a boom angle indicator in good working order

5.4.5 CRANE TEST CERTIFICATION. The performance test required by 5.4.2 and 5.4.3 is fulfilled if the Contractor provides the Contracting Officer a copy of a certificate of inspection made within the past 12 months by a qualified person or by a government or private agency satisfactory to the Contracting Officer.

5.4.6 POSTING FOR HIGH VOLTAGE LINES. A notice of the 10-foot (or greater) clearance required by OSHA 1926.550, Subpart N, shall be posted in the operator's cab of cranes, shovels, boom-type concrete pumps, backhoes, and related equipment.

5.4.7 BOOM STOPS. Cranes or derricks with cable-supported booms, except draglines, shall have a device attached between the gantry of the A-frame and the boom chords to limit the elevation of the boom. The device shall control the vertical motions of the boom with increasing resistance from 83° or less, until completely stopping the boom at not over 87° above horizontal.

5.4.8 SAFETY HOOKS. Hooks used in hoisting personnel or hoisting loads over construction personnel or in the immediate vicinity of construction personnel shall be forged steel equipped with safety keepers. When shackles are used under these conditions, they shall be of the locking type or have the pin secured to prohibit turning.

5.5 ROLLOVER PROTECTIVE STRUCTURES (ROPS)

5.5.1 ROLLOVER PROTECTIVE STRUCTURES. OSHA 1926, Subpart W, Overhead Protection, Sections 1000 and 1002 are applicable regardless of the year in which the equipment was manufactured and regardless of the struck capacity of the equipment.

5.5.2 EQUIPMENT REQUIRING ROPS. The requirement for ROPS meeting 5.5.1 above applies to crawler and rubber-tired tractors such as dozers, push-and pull tractors, winch tractors, tractors with backhoes, and mowers; off-highway, self-propelled, pneumatic-tired earthmovers, including scrapers, motor graders and loaders; and self-propelled rollers and compactors; and water tankers (excluding trucks with cabs). These requirements shall also apply to agriculture and industrial tractors and similar equipment.

5.5.3 EQUIPMENT REQUIRING SEATBELTS. The requirements for seatbelts as specified in OSHA Subpart O, Motor Vehicles, Mechanized Equipment, and Marine Operations, Section 1926.602 shall also apply to self-propelled compactors and rollers, and rubber-tired skid-steer equipment.

5.5 LADDERS AND SCAFFOLDING

5.5.1 LADDERS. OSHA 1926, Subpart L - Section 450. Ladders shall be used as work platforms only when use of small hand tools or handling of light material is involved. No work requiring lifting of heavy materials or substantial exertion shall be done from ladders.

5.5.2 SCAFFOLDING. OSHA 1926, Subpart L - Section 451. Scaffolds, platforms or temporary floors shall be provided for all work except that which can be done safely from the ground or similar footing.

5.5.3 SAFETY BELTS, LIFELINES, AND LANYARDS. OSHA 1926, Subpart E, Section 104. Lifelines, safety belts and lanyards independently attached or attended, shall be used when performing such work as the following where the requirements of 5.5.1 or 5.5.2 above cannot be met.

- (a) Work on stored material in hoppers, bins, silos, tanks, or other confined spaces.
- (b) Work on hazardous slopes, structural steel, or poles; erection or dismantling of safety nets; tying reinforcing bars; and work from Boatswain's chairs, swinging scaffolds, or other unguarded locations at elevations greater than 6 feet.
- (c) Work on skips and platforms used in shafts by crews when the skip or cage does not block the opening to within 1 foot of the sides of the shaft, unless cages are provided.

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## PART 624—EMERGENCY WATERSHED PROTECTION

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**Authority:** Sec. 216, P.L. 81-516, 33 U.S.C. 701b-1; Sec. 403, P.L. 95-334, as amended, 16 U.S.C. 2203; 5 U.S.C. 301.

**Source:** 70 FR 16926, Apr. 4, 2005, unless otherwise noted.

### § 624.1 Purpose.



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The Natural Resources Conservation Service (NRCS) and United States Forest Service (FS) are responsible for administering the Emergency Watershed Protection (EWP) Program. This part sets forth the requirements and procedures for Federal assistance, administered by NRCS, under Section 216, Public Law 81-516, 33 U.S.C. 701b-1; and Section 403 of the Agricultural Credit Act of 1978, Public Law 95-334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127, 16 U.S.C. 2203. The Secretary of Agriculture has delegated the administration of the EWP Program to the Chief of NRCS on state, tribal, and private lands, and Chief of FS on National Forest Systems lands, including any other lands that are administered under a formal agreement with the FS. The FS administers the EWP Program in accordance with the Forest Service Manuals 1950 and 3540, and the Forest Service Handbook 1909.15

## § 624.2 Objective.



The objective of the EWP Program is to assist sponsors, landowners, and operators in implementing emergency recovery measures for runoff retardation and erosion prevention to relieve imminent hazards to life and property created by a natural disaster that causes a sudden impairment of a watershed.

## § 624.3 Scope.



EWP Program technical and financial assistance may be made available to a qualified sponsor, or landowners when a floodplain easement is the selected alternative by the Secretary of Agriculture, upon a qualified sponsor or landowner's request when a Federal emergency is declared by the President or when a local emergency is declared by the NRCS State Conservationist. The EWP Program is designed for emergency recovery work, including the purchase of floodplain easements. Emergency watershed protection is authorized in the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa.

## § 624.4 Definitions.



(a) *Defensibility* means the extent to which an action is:

- (1) More beneficial than adverse in the extent and intensity of its environmental and economic effects;
- (2) In compliance with Federal, State, and local laws;
- (3) Acceptable to affected individuals and communities;
- (4) Effective in restoring or protecting the natural resources;
- (5) Complete with all necessary components included; and
- (6) Efficient in achieving the desired outcome.

(b) *Exigency* means those situations that demand immediate action to avoid potential loss of life or property, including situations where a second event may occur shortly thereafter that could compound the impairment, cause new damages or the potential loss of life if action to remedy the situation is not taken immediately.

(c) *Floodplain easement* means a reserved interest easement, which is an interest in land, defined and delineated in a deed whereby the landowner conveys all rights and interest in the property to the grantee, but the landowner retains those rights, title, and interest in the property which are specifically reserved to the landowner in the easement deed.

(d) *Imminent threat* means a substantial natural occurrence that could cause significant damage to property or threaten human life in the near future.

(e)(1) *Limited resource area* is defined as a county where:

- (i) Housing values are less than 75 percent of the State housing value average; and

(ii) Per capita income is 75 percent or less than the National per capita income; and

(iii) Unemployment is at least twice the U.S. average over the past 3 years based upon the annual unemployment figures.

(2) NRCS will use the most recent National census information available when determining paragraphs (e)(1)(i) and (ii) of this section.

(f) *Natural occurrence* includes, but is not limited to, floods, fires, windstorms, ice storms, hurricanes, typhoons, tornadoes, earthquakes, volcanic actions, slides, and drought.

(g) *Project sponsor* means a State government or a State agency or a legal subdivision thereof, local unit of government, or any Native American tribe or tribal organization as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b), with a legal interest in or responsibility for the values threatened by a watershed emergency; is capable of obtaining necessary land rights; and is capable of carrying out any operation and maintenance responsibilities that may be required.

(h) *Watershed emergency* means adverse impacts to resources exist when a natural occurrence causes a sudden impairment of a watershed and creates an imminent threat to life or property.

(i) *Watershed impairment* means the situation that exists when the ability of a watershed to carry out its natural functions is reduced to the point where an imminent threat to health, life, or property is created. This impairment can also include sediment and debris deposition in floodplains and upland portions of the watershed.

## § 624.5 Coordination.



(a) If the President declares an area to be a major disaster area, NRCS will provide assistance which will be coordinated with the Federal Emergency Management Agency (FEMA) or its designee. FEMA is the lead federal agency for Presidentially-declared natural disasters.

(b) When an NRCS State Conservationist determines that a watershed impairment exists, but the President does not declare an area to be a major disaster area, FEMA does not coordinate assistance. In this situation, NRCS will assume the lead, provide assistance, and coordinate work with the appropriate State office of emergency preparedness and other Federal, tribal, or local agencies involved with emergency activities, as appropriate.

(c) In the case where the watershed impairment exists solely on FS System lands, the FS will determine the existence of the impairment, assume the lead, provide assistance and coordinate work with the appropriate State office of emergency preparedness and other Federal, tribal, or local agencies involved with emergency activities, as appropriate.

## § 624.6 Program administration.



(a) *Sponsors.* (1) When the State Conservationist declares that a watershed impairment exists, NRCS may, upon request, make assistance available to a sponsor which must be a State or political subdivision thereof, qualified Indian tribe or tribal organization, or unit of local government. Private entities or individuals may receive assistance only through the sponsorship of a governmental entity.

(2) Sponsors must:

(i) Contribute their share of the project costs, as determined by NRCS, by providing funds or certain services necessary to undertake the activity. Contributions that may be applied towards the sponsor's

applicable cost-share of construction costs include:

(A) Cash;

(B) In-kind services such as labor, equipment, design, surveys, contract administration and construction inspection, and other services as determined by the State Conservationist; or

(C) A combination of cash and in-kind services;

(ii) Obtain any necessary real property rights, water rights, and regulatory permits; and

(iii) Agree to provide for any required operation and maintenance of the completed emergency measures.

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(b) *Eligibility.* NRCS will provide assistance based upon the NRCS State Conservationist's determination that the current condition of the land or watershed impairment poses a threat to health, life, or property. This assistance includes EWP practices associated with the removal of public health and safety threats, and restoration of the natural environment after disasters, including acquisition of floodplain easements.

(1) Priority EWP assistance is available to alleviate exigency situations. NRCS may approve assistance for temporary correction practices to relieve an exigency situation until a more acceptable solution can be designed and implemented.

(2) *Limitations.* (i) In cases where the same type of natural event occurs within a 10-year period and a structural measure has been installed or repaired twice within that period using EWP assistance, then EWP assistance is limited to those sites eligible for the purchase of a floodplain easement as described in §624.10 of this part.

(ii) EWP assistance will not be used to perform operation or maintenance, such as the periodic work that is necessary to maintain the efficiency and effectiveness of a measure to perform as originally designed and installed.

(iii) EWP assistance will not be used to repair, rebuild, or maintain private or public transportation facilities, public utilities, or similar facilities.

(iv) EWP assistance, funded by NRCS, will not be provided on any Federal lands if such assistance is found to augment the appropriations of other Federal agencies.

(v) EWP assistance is not available for repair or rehabilitation of nonstructural management practices, such as conservation tillage and other similar practices.

(3) *Repair of structural, enduring, and long-life conservation practices.* (i) Sponsors may receive EWP assistance for structural, enduring, and long-life conservation practices including, but not limited to, grassed waterways, terraces, embankment ponds, diversions, and water conservation systems, except where the recovery measures are eligible for assistance under the Emergency Conservation Program administered by the Farm Service Agency.

(ii) EWP assistance may be available for the repair of certain structural practices (i.e., dams and channels) originally constructed under Public Law 83-566; Public Law 78-534; Subtitle H of Title XV of the Agriculture and Food Act of 1981 (16 U.S.C. 3451 et seq., commonly known as the Resource Conservation and Development Program); and the Pilot Watershed Program of the Department of Agriculture Appropriation Act of 1954 (Pub. L. 83-156; 67 Stat. 214). EWP assistance may not be used to perform operation and maintenance activities specified in the agreement for the covered structure project entered into with the eligible local organization responsible for the works of improvement.

(iii) NRCS may authorize EWP assistance for modifying damaged practices when technology advances or construction techniques warrant modifications, including when modifications are the result of federal permitting or other requirements necessary to implement the recovery measure, and will be cost-shared as described in §624.7.

(iv) EWP assistance is only available when public or private landowners, land managers, land users, or others document they have exhausted or have insufficient funding or other resources available to provide adequate relief from applicable hazards.

(4) Increased level of protection: In cases other than those described in paragraph (b)(3)(iii) of this section, if the sponsor desires to increase the level of protection that would be provided by the EWP practice, the sponsor will be responsible for paying 100 percent of the costs of the upgrade or additional work.

(c) *Eligible practices* . NRCS will only provide assistance for measures that:

(1) Provide protection from additional flooding or soil erosion; and,

(2) Reduce threats to life or property from a watershed impairment, including sediment and debris removal in floodplains and uplands; and

(3) Restore the hydraulic capacity to the natural environment to the maximum extent practical; and

(4) Are economically and environmentally defensible and technically sound.

(d) *Documentation* . NRCS will document the economic rationale of proposed practices in appropriate detail before the allocation of emergency funding, including projects under consideration for floodplain easements in §624.10. Generally, the expected value of the property restored should exceed the cost of emergency measures, including taking into consideration environmental benefits. Documentation will include, but is not limited to:

(1) Number of locations and extent of damage, including environmental and cultural resources at risk, because of the watershed impairment;

(2) Estimated damages to the values at risk if the threat is imminent but not yet realized;

(3) Events that must occur for any imminent threat to be realized and the estimated probability of their occurrence both individually and collectively;

(4) Estimates of the nature, extent, and costs of the emergency practices to be constructed to recover from an actual threat or relieve an imminent threat;

(5) Thorough description of the beneficial and adverse effects on environmental resources, including fish and wildlife habitat;

(6) Description of water quality and water conservation impacts, as appropriate;

(7) Analysis of effects on downstream water rights; and

(8) Other information deemed appropriate by NRCS to describe adequately the environmental impacts to comply with the National Environmental Policy Act, Endangered Species Act, National Historic Preservation Act, and related requirements.

(e) *Implementation* . When planning emergency recovery practices, NRCS will emphasize measures that are the most economical and are to be accomplished by using the least damaging practical construction techniques and equipment that retain as much of the existing characteristics of the landscape and habitat as possible. Construction of emergency practices may include, but are not limited to, timing of the construction to avoid impacting fish spawning, clearing of right-of-ways, reshaping spoil, debris removal, use of bioengineering techniques, and revegetation of disturbed areas. Mitigation actions needed to offset potential adverse impacts of the EWP Program practices should be planned for installation before, or concurrent with, the installation of the EWP Program practices. In rare occurrences where mitigation cannot be installed concurrently, plans will require mitigation be accomplished as soon as practical.

(f) NRCS may determine that a measure is not eligible for assistance for any reason, including economic and environmental factors or technical feasibility.

### § 624.7 Cost-sharing.



(a) Except as provided in paragraph (b) of this section, the Federal contribution toward the implementation of emergency measures may not exceed 75 percent of the construction cost of such emergency measures, including work done to offset or mitigate adverse impacts as a result of the emergency measures.

(b) If NRCS determines that an area qualifies as a limited resource area, the Federal contribution toward the implementation of emergency measures may not exceed 90 percent of the construction cost of such emergency measures.

### § 624.8 Assistance.



(a) Sponsors must submit a formal request to the State Conservationist for assistance within 60 days of the natural disaster occurrence, or 60 days from the date when access to the sites becomes available. Requests must include a statement that the sponsors understand their responsibilities and are willing to pay its cost-shared percentage as well as information pertaining to the natural disaster, including the nature, location, and scope of the problems and the assistance needed.

(b) On receipt of a formal request for EWP assistance, the State Conservationist or designee shall immediately investigate the emergency situation to determine whether EWP is applicable and to prepare an initial cost estimation for submission to the NRCS Chief or designee. The cost estimation will be submitted no later than 60 days from receipt of the formal request from the sponsor. The State Conservationist will take into account the funding priorities identified in paragraph (c) (3) of this section. The State Conservationist will forward the damage survey report, which provides the information pertaining to proposed EWP practice(s) and indicates the amount of funds necessary to undertake the Federal portion, to the NRCS Chief or designee. This information will be submitted no later than 60 days from receipt of the formal request from the sponsor, or no later than 60 days from the date funding is made available to the State Conservationist, whichever is later. NRCS may not commit funds until notified by the Chief, or designee, of the availability of funds.

(c) Before the release of financial assistance, NRCS will enter into a Cooperative Agreement with a sponsor that specifies the responsibilities of the sponsor under this part, including any required operation and maintenance responsibilities. NRCS will not provide funding for activities undertaken by a sponsor prior to the signing of the agreement between NRCS and the sponsor.

(1) NRCS will only provide funding for work that is necessary to reduce applicable threats.

(2) Efforts must be made to avoid or minimize adverse environmental impacts associated with the implementation of emergency measures, to the extent practicable, giving special attention to protecting cultural resources and fish and wildlife habitat.

(3) Funding priorities for recovery measures. NRCS will provide EWP assistance based on the following criteria, which are ranked in the order of importance:

(i) Exigency situations;

(ii) Sites where there is a serious, but not immediate threat to human life;

(iii) Sites where buildings, utilities, or other important infrastructure components are threatened;

(iv) When reviewing paragraphs (c)(3)(i) through (iii) of this section, NRCS will take into account the following resources as they may affect the priority, including, but not limited to:

(A) Sites inhabited by federally listed threatened and endangered species or containing federally designated critical habitat where the species or the critical habitat could be jeopardized, destroyed, or adversely modified without the EWP practice;

(B) Sites that contain or are in the proximity to cultural sites listed on the National Register of Historic Places where the listed resource would be jeopardized if the EWP practice were not installed;

(C) Sites where prime farmland supporting high value crops is threatened;

(D) Sites containing wetlands that would be damaged or destroyed without the EWP practice;

(E) Sites that have a major effect on water quality; and

(F) Sites containing unique habitat, including but not limited to, areas inhabited by State-listed threatened and endangered species, fish and wildlife management areas, or State-identified sensitive habitats; and

(v) Other funding priorities established by the Chief of NRCS.

### § 624.9 Time limits.



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Funds must be obligated by the State Conservationist and construction completed within 220 calendar days after the date funds are committed to the State Conservationist, except for exigency situations in which case the construction must be completed within 10 days after the date the funds are committed.

### § 624.10 Floodplain easements.



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(a) *General* . NRCS may purchase floodplain easements as an emergency measure. NRCS will only purchase easements from landowners on a voluntary basis.

(b) *Floodplain easements* . (1) Floodplain easements established under this part will be:

(i) Held by the United States, through the Secretary of Agriculture;

(ii) Administered by NRCS or its designee; and

(iii) Perpetual in duration;

(2) *Eligible land* . NRCS may determine land is eligible under this section if:

(i) The floodplain lands were damaged by flooding at least once within the previous calendar year or have been subject to flood damage at least twice within the previous 10 years; or

(ii) Other lands within the floodplain would contribute to the restoration of the flood storage and flow, erosion control, or that would improve the practical management of the easement; or

(iii) Lands would be inundated or adversely impacted as a result of a dam breach.

(3) *Ineligible land* . NRCS may determine that land is ineligible under this section if:

(i) Implementation of restoration practices would be futile due to "on-site" or "off-site" conditions;

(ii) The land is subject to an existing easement or deed restriction that provides sufficient protection or restoration, as determined by the Chief of NRCS, of the floodplain's functions and values; or

(iii) The purchase of an easement would not meet the purposes of this part.

(4) *Compensation for easements* . NRCS will determine easement compensation in accordance with applicable regulation and other law.

(5) NRCS will not acquire any easement unless the landowner accepts the amount of the easement payment that is offered by NRCS. NRCS reserves the right not to purchase an easement if the easement compensation for a particular easement would be too expensive, as determined by NRCS.

(6) NRCS may provide up to 100 percent of the restoration and enhancement costs of the easement. NRCS may enter into an agreement with the landowner or another third party to ensure that identified practices are implemented. NRCS, the landowner, or other designee may implement identified practices. Restoration and enhancement efforts may include both structural and non-structural practices. An easement acquired under this part shall provide NRCS with the full authority to restore, protect, manage, maintain, and enhance the functions and values of the floodplain.

(7) The landowner must:

(i) Comply with the terms of the easement;

(ii) Comply with all terms and conditions of any associated agreement; and

(iii) Convey title to the easement that is acceptable to NRCS and warrant that the easement is superior to the rights of all others, except for exceptions to the title that are deemed acceptable by NRCS.

(8) Structures, including buildings, within the floodplain easement may be demolished and removed, or relocated outside the 100-year floodplain or dam breach inundation area.

(c) Easements acquired under this part may not be modified or terminated. However, in limited situations, as determined by the Chief of NRCS and when in the best interest of the Government, land exchanges may be authorized pursuant to (7 U.S.C. 428a) and other applicable authorities.

(d) *Enforcement* . (1) In the event of a violation of an easement, the violator will be given reasonable notice and an opportunity to correct the violation within 30 days of the date of the notice, or such additional time as NRCS may allow.

(2) NRCS reserves the right to enter upon the easement area at any time to remedy deficiencies or easement violations. Such entry may be made at the discretion of NRCS when such actions are deemed necessary to protect important floodplain functions and values or other rights of the United States under the easement. The landowner will be liable for any costs incurred by the United States as a result of the landowner's negligence or failure to comply with easement or agreement obligations.

(3) In addition to any and all legal and equitable remedies as may be available to the United States under applicable law, NRCS may withhold any easement and cost-share payments owing to landowners at any time there is a material breach of the easement covenants or any associated agreements. Such withheld funds may be used to offset costs incurred by the United States, in any remedial actions, or retained as damages pursuant to court order or settlement agreement.

(4) NRCS will be entitled to recover any and all administrative and legal costs, including attorney's fees or expenses, associated with any enforcement or remedial action.

(5) On the violation of the terms or conditions of the easement or related agreement, the easement shall

remain in force, and NRCS may require the landowner to refund all or part of any payments received by the landowner under this Part, together with interest thereon as determined appropriate by NRCS.

(6) All the general penal statutes relating to crimes and offenses against the United States shall apply in the administration of floodplain easements acquired under this part.

### § 624.11 Waivers.



To the extent allowed by law, the NRCS Deputy Chief for Programs may waive any provision of these regulations when the agency makes a written determination that such waiver is in the best interest of the Federal government.

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## § 3016.36 Procurement.



(a) *States.* When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) *Procurement standards.* (1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be

given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only—

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) *Competition.* (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of §3016.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to

compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) *Methods of procurement to be followed.* (1) *Procurement by small purchase procedures.* Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) *Procurement by sealed bids (formal advertising).* Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in §3016.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by *competitive proposals*. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by *noncompetitive proposals* is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.*

(1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) *Contract cost and price.* (1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see §3016.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) *Awarding agency review.* (1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other

than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) *Bonding requirements.* For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) *A performance bond on the part of the contractor for 100 percent of the contract price.* A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) *A payment bond on the part of the contractor for 100 percent of the contract price.* A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) *Contract provisions.* A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees

and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

[53 FR 8044, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19641, Apr. 19, 1995]

## NRCS Accrual Reports

NRCS has implemented a new policy requiring a quarterly accrual report from your organization. The U.S. Congress relies on audited financial statements, including accrual information, to determine future funding amounts for on-going and new programs.

An accrual is the value of the work you have performed or will perform under the terms of our agreement but for which you have not yet submitted a Standard Form (SF) 270, Request for Reimbursement.

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Please complete, sign and submit the enclosed Quarterly Accrual Report to the designated NRCS contact no later than the 15<sup>th</sup> day of each calendar quarter the grant or agreement is in effect.

Reports are due:

| <u>Due Date</u> | <u>Period Covered by Report</u> |
|-----------------|---------------------------------|
| March 15        | January 1 – March 31            |
| June 15         | April 1 – June 30               |
| September 15    | July 1 – September 30           |
| December 15     | October 1 – December 31         |

Thank you for your cooperation. If you have any questions regarding submission of this information, please call Judy Ousley, Agreements Specialist at 801-524-4553.

Quarterly Accrual Report

Under grant/agreement number \_\_\_\_\_, at the close of the quarter  
(insert agreement number)

ending \_\_\_\_\_, the \_\_\_\_\_, anticipates incurring the  
(quarter ending date) (insert name of your organization)

the following **total cumulative value** of work on the project: \$ \_\_\_\_\_  
(insert amount - \*see explanation below)

Of this amount, \$ \_\_\_\_\_ has been reimbursed and \$ \_\_\_\_\_  
(insert amount) (insert amount)

has not been reimbursed.

If no expenditures have or will be made for the quarter, please explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

*\*Note: The cumulative value of work on the project includes the total of all payments previously paid, payments that are pending, and work performed but not yet invoiced.*

## NOTICE OF GRANT AND AGREEMENT AWARD

|   |  |   |   |                    |      |
|---|--|---|---|--------------------|------|
| 1. Award Identifying Number<br>68-8D43-12-09  | 2. Amendment No.<br>1  | 3. Award/Project Period<br>2/1/2012 - 8/27/2012   | 4. Type of Award Instrument<br>Cooperative Agreement                    |                    |      |
| 5. Agency: Natural Resources Conservation Service (NRCS)<br>(Name and Address)<br><br>Natural Resources Conservation Service<br>Utah State Office<br>125 South State St., Ste 4010<br>Salt Lake City UT 84131-- |  | 6. Recipient Organization: (Name and Address)<br><br>Spanish Fork City<br>40 S. Main St., PO Box 358<br>Spanish Fork, UT 84660<br><br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DUNS:<br/>073105488</td> <td style="width: 50%;">EIN:</td> </tr> </table> |   | DUNS:<br>073105488 | EIN: |
| DUNS:<br>073105488  | EIN:   |   |   |                    |      |
| 7. NRCS Program Contact:<br><br>Bronson Smart<br>801-524-4559   | 8. NRCS Administrative Contact:<br><br>Judy Ousley<br>801-524-4553 | 9. Recipient Program Contact:<br><br>Trapper Burdick<br>801-804-4552  | 10. Recipient Administrative Contact:<br><br>Kent Clark<br>801-804-4520 |                    |      |
| 11. CFDA Number<br>10.923   | 12. Authority<br>7 CFR 624.8                                       | 13. Type of Action<br>Amendment 1   | 14. Project Director<br>Trapper Burdick                                 |                    |      |

15. Project Title/Description:  
 Amendment 1 Spanish Fork City EWP FY12 Project - TA and FA Funding  
 Amendment 1 changes paragraph VII.A.11. Pages 6-9 of the agreement are replaced.

16. Entity Type:  Profit  Nonprofit  Higher Education  Federal  State/Local  Indian/Native American  Other

| 17. Select Funding Type: <input type="checkbox"/> Federal <input type="checkbox"/> Non-Federal<br><br>Previous Total: <span style="border: 1px solid black; padding: 2px;">N/A Amendment to change VII.A.11</span><br>Current Total: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span><br>Grand Total: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> | 18. Accounting and Appropriation Data<br><table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Financial Code</th> <th style="width: 25%;">Amount</th> <th style="width: 25%;">Fiscal Year</th> <th style="width: 25%;">Treasury Symbol</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | Financial Code | Amount          | Fiscal Year | Treasury Symbol |  |  |  |  |  |  |  |  |  |  |  |  |
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### 19. APPROVED BUDGET

|                             |                        |                         |          |
|-----------------------------|------------------------|-------------------------|----------|
| Personnel                   | \$ <u>No change in</u> | Fringe Benefits         | \$ _____ |
| Travel                      | \$ <u>funding</u>      | Equipment               | \$ _____ |
| Supplies                    | \$ _____               | Contractual             | \$ _____ |
| Construction                | \$ _____               | Other                   | \$ _____ |
| Total Direct Cost           | \$ _____               | Total Indirect Cost     | \$ _____ |
| Total Federal Funds Awarded | \$ _____               | Total Non-Federal Funds | \$ _____ |
| Total Approved Budget       | \$ _____               |                         |          |

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

|  |                  |             |
|--|------------------|-------------|
| <b>Name and Title of Authorized Government Representative</b><br>David C. Brown<br>Utah NRCS State Conservationist | <b>Signature</b> | <b>Date</b> |
| <b>Name and Title of Authorized Recipient Representative</b><br>G. Wayne Andersen<br>Mayor, Spanish Fork City      | <b>Signature</b> | <b>Date</b> |

**NONDISCRIMINATION STATEMENT**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

**PRIVACY ACT STATEMENT**

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

**AMENDMENT 1**

to

**COOPERATIVE AGREEMENT  
68-8D43-12-09**

between the

**UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)**

and

**SPANISH FORK CITY, UTAH (City)**

**PROJECT: Spanish Fork City, Utah, FY12 Emergency Watershed Protection (EWP) Project (#5077) – Technical and Financial Assistance**

**A. The purpose of amendment 1 is to revise paragraph VII.A.11. Replace pages 6-9 of the agreement with the attached pages 6-10 incorporating the change to paragraph VII.A.11.**

**B. All other provisions of the agreement are unchanged.**

**Attachments: Attachment A – Pages 6-10 of the agreement**

**procurement requirements, including required construction contract clauses and bonding requirements.** 7 CFR 3016 is accessible online at: [http://www.ut.nrcs.usda.gov/technical/grants\\_agreements.html](http://www.ut.nrcs.usda.gov/technical/grants_agreements.html), scroll down to "Regulations" and select 7 CFR 3016.

10. **Safety** - All contractors on NRCS assisted projects are required to perform their work in accordance with OSHA regulations, NRCS Supplement to OSHA Parts 1910 and 1926, and the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). The City is responsible for periodically checking the contractor's compliance. The City will notify NRCS of all accidents and/or injuries that occur on the NRCS assisted project.

- The NRCS Supplement to OSHA Parts 1910 and 1926 is included as an attachment to this agreement.

11. **Engineering and Construction Performance –**

a. Ensure individuals and/or organizations providing engineering services employ a licensed professional engineer who directly supervises the staff performing the services or who serves as a Principal.

b. Ensure any designs, drawings and specifications submitted for a functional review to NRCS State Conservation Engineer, Bronson Smart, meet NRCS standards and are sealed by a licensed engineer. The documents will be certified as follows: **"To the best of my professional knowledge, judgment and belief, these plans (or this report, etc.) meet applicable NRCS standards."** This certification statement will be signed and sealed by the licensed professional engineer. The Utah NRCS Engineering website address is: <http://www.ut.nrcs.usda.gov/technical/engineering/index.html>. Contact the NRCS State Engineer if you have difficulty accessing the site. Contact information:

Bronson Smart  
USDA/NRCS Utah State Conservation Engineer  
125 South State St., Room 4010  
Salt Lake City, UT 84138  
Phone: 801-524-4559  
Cell: 801-710-5387  
Email: [bronson.smart@ut.usda.gov](mailto:bronson.smart@ut.usda.gov)

c. Agree that NRCS engineering staff will perform only a functional review of the design and specifications. A functional review shall consist of the following (as defined in NRCS National Engineering Manual (NEM) 505.03(b)(3). :

- (1) Achieves the objectives of the plan and program(s);
  - (2) Meets the criteria in the applicable practice standards;
  - (3) Complies with the applicable State and Federal programs;
  - (4) Includes a design report addressing hydrology, hydraulics, and sedimentation, as applicable;
  - (5) Includes an Inspection Plan and Operation and Maintenance Plan;
- and,
- (6) Does not require a technical review as defined in NEM 511.05.

NRCS shall provide feedback in writing to the City if items of concern are discovered in the functional review. The NEM website is: <http://www.info.usda.gov/CED/ftp/CED/NEM.html>.

**NOTE: Designs and/or specifications that, upon cursory review by NRCS, appear to be unacceptable will be returned to the City for revision without further review by NRCS. The City bears the responsibility for ensuring that contracted architectural and engineering firms possess the skills required to successfully and efficiently perform the project work and that payment is made only for work performed in producing acceptable products.**

d. All construction will be performed in compliance with:

(1) City developed design and specifications.

(2) NRCS standards.

(3) Requirements of all necessary local, State, and Federal permits.

The City is responsible for securing all permits and complying with permit requirements.

12. **Notification of Significant Events** - Immediately notify the NRCS Project Manager (see "Contact" Section) of events that impact the project. Such events include problems, delays, and adverse or differing site conditions that will materially impair continuation of the project.

13. **Operations and Maintenance** – Write the Operations and Maintenance Plan, submit it to NRCS for review, and conduct required operation and maintenance as described in the reviewed Operations and Maintenance Plan. The City is responsible for all operation and maintenance costs.

14. **Excess costs** - Accept all financial and other responsibility for excess costs resulting from failure of the City to obtain, or delay in obtaining, adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures.

15. **Deficient Construction Services** - Accept liability for any damage and any additional construction costs to others to correct problems arising during or after construction resulting from deficient construction services performed by or through the City.

16. **Deviations from Certified Design** – The City will obtain NRCS concurrence, in writing, for any deviations from the City's design and specifications. Every attempt will be made to contact NRCS for verbal concurrence of minor deviations and corrections that become necessary during construction; however, construction should not be delayed to await approval **unless there is reasonable doubt on the part of the City that the change will be unacceptable to NRCS. All minor changes and corrections, regardless of whether NRCS was verbally contacted or not, will be documented by the City in writing and submitted to the NRCS Project Manager and Administrative Contact within 24 hours of occurrence.**

17. **Removal or Relocation of Utilities** – The City will arrange and pay for any necessary location, removal, or relocation of utilities; **EWP program regulations prohibit NRCS from reimbursing the City or otherwise paying for any such costs nor do the costs qualify as a City cost-share contribution.**

18. **Weekly Progress Reports** - Once a week, throughout the duration of construction or other EWP activities, digital images documenting construction progress will be submitted to the NRCS Project Manager and NRCS Administrative Contact identified in the "Contact" section of the agreement. **Photos will be accompanied by a narrative progress report documenting construction progress during the week.** Submission via e-mail is acceptable.

19. **Digital Photographic Diary/Documentation** -

(a). Upon completion of the project, the City will provide photographs in digital format (.jpeg) on a CD to both the NRCS Project Manager and Administrative Contact. The photographic documentation should be a complete diary of activities from preconstruction through final inspection.

(b). A set of final photos should be made of all completed project sites and should be taken from similar vantage points as the original pre-construction photos. Photos should be taken daily of construction activities and should show construction methods, subsurface materials encountered, construction problems as well as problem solutions, and any damages incurred during construction either natural or manmade.

20. **Increased Level of Protection** - If the City desires to increase the level of protection over and above that described in the NRCS Damage Survey Report (DSR), the City will be responsible for paying 100 percent of the costs of any unapproved and unfunded upgrade or additional work.

21. **Unforeseen events** - Events may occur that have significant impact upon the project. In such cases, the City must inform the NRCS Project Manager either (1) verbally, if the issue is time-sensitive, with a written notice documenting the conversation submitted to NRCS within 24 hours of occurrence; or (2) if the issue is not time-sensitive, in writing, as soon as the following types of conditions become known:

(a). Problems, delays, or adverse conditions which will materially impair the City's ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(b). Favorable developments which enable meeting time schedules and objectives sooner or for less cost than anticipated or producing more beneficial results than originally planned.

22. **As-built Drawings** - Complete as-built drawings for the project. A copy of the as-built drawings will be submitted to the City's project manager.

23. **Requesting Reimbursement and Financial Reporting** – Reference "Payments" section in attachment entitled "General Terms and Conditions" listed in Section IV.

24. **Nondiscrimination Requirements** - Recipients of Federally-Assisted Programs are required to post the following notice in their offices and include, in full, on all materials regarding this project that are produced by the recipient for public information, public education, or public distribution:

*"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.*

*To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer."*

25. **Performance Reports** - In accordance with 7 CFR 3015.92, because this is a construction project, on-site technical inspections and certified percentage-of-completion data will be used to monitor progress. No written performance reports will be required.

26. **Accrual Reports** - NRCS requires quarterly accrual information. An accrual is the value of the work you have performed or will perform in cooperation with NRCS but for which you have not yet submitted an SF-270. Please complete the Accrual Information form (Attachment E) and submit it to the address below no later than 15 days prior to the end of the quarter (submit by March 15, June 15, September 15, and December 15). The U.S. Congress relies on audits of financial statements, including accrual information, to determine future funding amounts for NRCS on-going and new projects and programs.

**Submit the accrual report to:**

Judy Ousley  
USDA/NRCS Utah State Office  
125 South State Street, Room 4010  
Salt Lake City, UT 84138-1100

Reports may also be faxed to 801-524-5059, Attention Judy Ousley or emailed to [judy.ousley@ut.usda.gov](mailto:judy.ousley@ut.usda.gov).

27. The City will conduct all procurement activities in a manner that provides, to the maximum extent possible, free and open competition.

28. The City is responsible, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between the City and others to carry out approved project activities. Matters concerning violation of law should be referred to the federal, state, or local authority having proper jurisdiction.

29. NRCS cannot reimburse the City for construction work performed prior to award date of this agreement (date of signature by NRCS State Conservationist).

30. Should inconsistencies arise between language in the agreement and the plan of work, the language in the agreement takes precedence.

31. The Federal Travel Regulations will serve as a guideline for any travel performed under this agreement.

**B. NRCS will:**

1. Contribute up to \$500,000.00 in financial assistance (construction) funds toward expenses for the project and \$50,000.00 in technical/administrative assistance funding. Funds will be expended as explained in this agreement.

2. Develop and write the Damage Survey Report (DSR). A copy of the report will be submitted to the Spanish Fork City Project Manager.

3. Complete all necessary NEPA and cultural resources documentation.

4. Provide a functional review of the City's design and specifications.

5. Review the Operations and Maintenance Plan for the project developed by the City. All expenses for operations and maintenance are the responsibility of Spanish Fork City.

6. Upon receipt of a properly completed SF-270, Request for Advance or Reimbursement, and requested proper supporting documentation, assess description of work completed relative to allowable funds requested and, if request is reasonable, approve and process payment to the City. In the event there are questions regarding the SF-270 and supporting documentation, NRCS will contact the City in a timely manner to resolve concerns.

#### **VIII. AMENDMENTS, CHANGES, AND TERMINATION**

See General Terms and Conditions attached to the agreement, Section XIV.

#### **IX. APPROVAL**

The United States Department of Agriculture, Natural Resources Conservation Service and Spanish Fork City execute this agreement as of the date of final signature by USDA/NRCS on NRCS-ADS-093 form, Notice of Grant and Agreement Award. The signatories represent that each is duly authorized to bind their respective organization to the terms of this agreement. By signing the NRCS-ADS-093 form, the City assures USDA that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: January 30, 2012  
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.

This agreement has a couple minor changes from the last agreement. They include noting us as a government entity and an acknowledgement that we do not need to fill out federal form 602: Ownership Disclosure. 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)

**SENSUS**

The Measure of the Future

1/27/2012

Guy Chang

City of Spanish Fork

2160 North 175 East

Spanish Fork, UT 84660

Dear Guy,

I am sending you via overnight Federal Express delivery the completed FCC Form 608 re the Spanish Fork Power & Light/City of Spanish Fork's Spectrum Lease Application which our outside counsel has sent us for customer execution.

When you receive it, please review pages 5, 9 and 11 for accuracy and then sign and date on page 11 in the box numbered 164 – 167 (all pages have been tabbed, and I've marked the page 11 and signature box with a yellow "sign here" tab).

Once completed, please return only the executed page 11 to Megan Briggs via fax at 919.845.4036, or you can email back to her [Megan.Briggs@Sensus.com](mailto:Megan.Briggs@Sensus.com) (if that is more convenient for you).

After we receive the signed page 11, we will forward it on to our outside counsel for filing with the FCC.

Let me know if you have any questions.

Thanks for your assistance,



Tom Pautz

---

Sensus

Business Development Manager

Spanish Fork

# Reference Copy Only. Do Not Mail to the FCC as an Application.

Submitted:  
File Number:

## FCC Form 608 FCC Application or Notification for Spectrum Leasing Arrangement/ Main Form Notification of a Private Commons Arrangement Wireless Telecommunications Bureau Public Safety and Homeland Security Bureau

Approved by OMB  
3060-1058  
See 608 Main Form Instructions  
For public burden estimate

### General Information

#### Application/Notification Purpose

|   |   |
|---|---|
| 1a) Purpose of Filing (Select only one):  |   |
| <input checked="" type="checkbox"/> LN – New  | <input type="checkbox"/> LM – Modification    |
| <input type="checkbox"/> LT – Transfer of Control   | <input type="checkbox"/> LE – Extend the Term |
| <input type="checkbox"/> AM – Amendment   | <input type="checkbox"/> WD – Withdraw        |
| <input type="checkbox"/> LU – Administrative Update   | <input type="checkbox"/> LC – Cancel          |
| 1b) If this filing is for an Amendment (AM) or Withdrawal (WD), enter the File Number of the pending Application/Notification currently on file with the FCC. | File Number: _____                            |

### Classification of Filing

#### For Leases/Subleases Only

|   |  |
|---|--|
| 2a) Classification of Filing (Select only one):           | 2b) Type of Filing   |
| <input checked="" type="checkbox"/> ML – Spectrum Manager | <input checked="" type="checkbox"/> L – Lease                  |
| <input type="checkbox"/> TL – De Facto Transfer           | <input type="checkbox"/> S – Sublease (Must be filed Manually) |

#### For Private Commons Arrangements Only (Must be filed Manually)

|   |   |
|---|---|
| 2c) This filing will be a Private Commons Arrangement of a (Select only one): | 2d) If a Private Commons Arrangement of a Lease or Sublease, choose the legal type (Select only one): |
| <input type="checkbox"/> N – License  | <input type="checkbox"/> M – Spectrum Manager   |
| <input type="checkbox"/> L – Lease  | <input type="checkbox"/> T – De Facto Transfer  |
| <input type="checkbox"/> S – Sublease   |   |

#### Term of Lease/Sublease (Only for Transfer of Control of a Lessee or Sublessee, or a Revision to Extend the Term of a Lease or Sublease)

|   |                                    |    |                                     |
|---|------------------------------------|----|-------------------------------------|
| 3) Indicate whether the existing Lease/Sublease is: | <input type="checkbox"/> Long-Term | or | <input type="checkbox"/> Short-Term |
|---|------------------------------------|----|-------------------------------------|

### Other Wireless Licenses

|  |   |
|--|---|
| 4a) Is this filing part of a series of related filings involving other wireless license(s) or lease(s) held by the Applicant, affiliates of the Applicant (e.g., parents, subsidiaries, or commonly-controlled entities), or third parties that are not included on this filing and for which Commission approval or notification is required? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 4b) If the answer to 4a is 'Y', is this filing the lead Application/Notification?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 4c) If the answer to 4a is 'Y' and the answer to 4b is 'N', provide the File Number of the lead Application/Notification.  | File Number: _____  |

**Attachments**

|  |   |
|--|---|
| 5) Are attachments (other than associated schedules) being filed with this Application/Notification? | ( <input type="radio"/> N ) <input checked="" type="radio"/> Yes <input type="radio"/> No |
|--|---|

**Fees and Waivers****Exemption from Application Fees**

|  |   |
|--|---|
| 6) Is the applicant exempt from FCC application fees?<br>If the answer to 6 is 'Y', attach an exhibit demonstrating how the applicant is exempt from FCC application fees. | ( <input checked="" type="radio"/> Y ) <input type="radio"/> Yes <input type="radio"/> No |
|--|---|

**Waiver/Deferral of Fees**

|   |  |
|---|--|
| 7) Is a waiver/deferral of the FCC application fees being requested?<br>If the answer to 7 is 'Y', attach a date-stamped copy of the request for waiver/deferral of the FCC application fees. | ( <input type="radio"/> ) <input type="radio"/> Yes <input type="radio"/> No |
|---|--|

**Waiver of Commission Rules**

|   |  |
|---|--|
| 8a) Does this filing include a request for waiver of the Commission's Rules (other than a request for application fee waivers)?<br>If the answer to 8a is 'Y', attach an exhibit specifying the rule section(s) for which a waiver is being requested and including a justification for the waiver request. | ( <input type="radio"/> N ) <input type="radio"/> Yes <input type="radio"/> No |
| 8b) If the answer to 8a is 'Y', enter the number of rule sections involved.   | Number of Rule Sections:<br>_____  |

**Regulatory Status and Offerings** (To be completed only for Modification of a Lease or Modification of a Sublease)**Radio Service Offerings**

|   |
|---|
| 9) The Applicant will provide the following type(s) of radio service offerings (select all that apply):<br>( <input type="radio"/> ) Common Carrier      ( <input type="radio"/> ) Non-common Carrier      ( <input type="radio"/> ) Private, internal communications      ( <input type="radio"/> ) Broadcast Services |
|---|

**Radio Service**

|   |  |
|---|--|
| 10) The Applicant will provide the following type(s) of radio service (select all that apply):<br>( <input type="radio"/> ) Fixed      ( <input type="radio"/> ) Mobile      ( <input type="radio"/> ) Radiolocation      ( <input type="radio"/> ) Satellite (sound)      ( <input type="radio"/> ) Broadcast Services |  |
| 11) Does the Applicant propose to provide service interconnected to the public telephone network?   | ( <input type="radio"/> ) <input type="radio"/> Yes <input type="radio"/> No |

**Designated Entity Information** (If the answer to 12a, 12b or 12c is 'Y', Schedule A must be completed.)**Bidding Credits**

|  |  |
|--|--|
| 12a) Does this filing involve any spectrum associated with any licenses that were originally granted before April 25, 2006, and were awarded with bidding credits within the last five years and/or any licenses that were originally granted after April 25, 2006, and were awarded with bidding credits within the last ten years? | ( <input type="radio"/> N ) <input type="radio"/> Yes <input type="radio"/> No |
|--|--|

**Installment Payment Plan**

|  |  |
|--|--|
| 12b) Does this filing involve any spectrum associated with any licenses that were originally subject to the Commission's installment payment plan? | ( <input type="radio"/> ) <input type="radio"/> Yes <input type="radio"/> No |
|--|--|

**Closed Bidding**

|   |  |
|---|--|
| 12c) Does this filing involve any spectrum associated with any licenses that were originally granted pursuant to closed bidding within the last five years? | ( <input type="radio"/> ) <input type="radio"/> Yes <input type="radio"/> No |
|---|--|

## Competition Related Information

|   |   |
|---|---|
| 13) Does this filing involve a license authorization or Spectrum Lease/Sublease that may be used to provide interconnected mobile voice and/or data services that would create a geographic overlap with another license authorization(s) or Spectrum Leasing Arrangement(s) in which the Applicant already holds direct or indirect interests (of 10 percent or more), either as a licensee or Spectrum Lessee/Sublessee, and that could also be used to provide interconnected mobile voice and/or data services? | ( <input type="checkbox"/> ) <u>Yes</u> <u>No</u> |
| 14a) Does the Applicant (Lessee/Sublessee) hold direct or indirect interests (of 10 percent or more) in any entity that already has access to 10 MHz or more of Cellular, Broadband PCS, or Specialized Mobile Radio (SMR) spectrum through license(s) or spectrum leases/subleases in the same geographic area?  | ( <input type="checkbox"/> ) <u>Yes</u> <u>No</u> |
| 14b) Would/Does this Spectrum Leasing Arrangement reduce the number of entities providing service (using spectrum in any of the three services listed in 14a above) in the affected market(s)?  | ( <input type="checkbox"/> ) <u>Yes</u> <u>No</u> |

## Broadband Radio Service and Educational Broadband Service Information

### Broadband Radio Service (BRS) and Educational Broadband Service (EBS) – Cable Cross-Ownership

|  |   |
|--|---|
| 15a) Will the requested facilities be used to provide multichannel video programming service?  | ( <input type="checkbox"/> ) <u>Yes</u> <u>No</u> |
| <p>15b) If the answer to 15a is 'Yes', does the Applicant operate, control or have an attributable interest (as defined in Section 27.1202 of the Commission's Rules) in a cable television system whose franchise area is located within the geographic service area of the requested facilities?</p> <p>If 'Yes', provide an exhibit explaining how the Applicant (Lessee/Sublessee) complies with Section 27.1202 of the Commission's Rules or justifying a waiver of that rule. If a waiver of the Commission's Rule(s) is being requested, 8a must be answered 'Yes'.</p> | ( <input type="checkbox"/> ) <u>Yes</u> <u>No</u> |

### Educational Broadband Service (EBS) – Part 27 Programming Requirements

|  |   |
|--|---|
| <p>16) Does the Applicant comply with the programming requirements contained in Section 27.1203 of the Commission's Rules?</p> <p>If 'No', provide an exhibit explaining how the Assignee/Transferee complies with Section 27.1203 of the Commission's Rules or justifying a waiver of that rule. If a waiver of the Commission's Rule(s) is being requested, 8a must be answered 'Yes'.</p> | ( <input type="checkbox"/> ) <u>Yes</u> <u>No</u> |
|--|---|

## Part 90 Public Safety Services

### Eligibility

|   |   |
|---|---|
| 17) Is the Applicant a public safety entity or otherwise an entity that will use the leased spectrum to provide communications in support of public safety operations pursuant to Section 90.523 of the Commission's Rules? | ( <input type="checkbox"/> ) <u>Yes</u> <u>No</u> |
|---|---|

**Licensee Information****FRN**

|  |
|--|
| 18) FCC Registration Number: <b>0015015019</b> |
|--|

**Entity**

|   |
|---|
| 19) Licensee is a(n) (Select One):<br><input type="checkbox"/> Individual <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Trust <input type="checkbox"/> Government Entity <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company<br><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Consortium<br><input type="checkbox"/> Other: _____ |
|---|

**Licensee Name**

|   |        |     |       |         |
|---|--------|-----|-------|---------|
| 20) Licensee Name (if entity): <b>Sensus Spectrum LLC</b> |        |     |       |         |
| 21) Licensee Name (if individual):                        | First: | MI: | Last: | Suffix: |
| 22) Attention To: <b>Stanton B. Woodcock</b>              |        |     |       |         |

**Address**

|   |          |   |                            |  |
|---|----------|---|----------------------------|--|
| 23) P.O. Box:                                       | And /Or: | 24) Street Address: <b>8350 Greensboro Drive, Suite 522</b> |                            |  |
| 25) City: <b>McLean</b>                             |          | 26) State: <b>VA</b>  | 27) Zip Code: <b>22102</b> |  |
| 28) Telephone Number: <b>(703)635-4770</b>          |          | 29) FAX Number: <b>(703)847-2045</b>                        |                            |  |
| 30) E-Mail Address: <b>stan.woodcock@sensus.com</b> |          |   |                            |  |

**31) Demographics (Optional):**

|   |   |  |
|---|---|--|
| <b>Race:</b><br><input type="checkbox"/> American Indian or Alaska Native<br><input type="checkbox"/> Asian<br><input type="checkbox"/> Black or African-American<br><input type="checkbox"/> Native Hawaiian or Other Pacific Islander<br><input type="checkbox"/> White | <b>Ethnicity:</b><br><input type="checkbox"/> Hispanic or Latino<br><input type="checkbox"/> Not Hispanic or Latino | <b>Gender:</b><br><input type="checkbox"/> Male<br><input type="checkbox"/> Female |
|---|---|--|

**Licensee Contact Information**

Contact Name (if other than Licensee)

 Check here if same as Licensee Information

|  |               |          |               |         |
|--|---------------|----------|---------------|---------|
| 32) Name:                                | First:        | MI:      | Last:         | Suffix: |
|  | <b>Julian</b> | <b>P</b> | <b>Gehman</b> |         |
| 33) Company Name: <b>Gehman Law PLLC</b> |               |          |               |         |
| 34) Attention To:                        |               |          |               |         |

**Address**

|   |          |   |                            |  |
|---|----------|---|----------------------------|--|
| 35) P.O. Box:                                   | And /Or: | 36) Street Address: <b>910 17th Street, NW, Suite 800</b> |                            |  |
| 37) City: <b>Washington</b>                     |          | 38) State: <b>DC</b>                                      | 39) Zip Code: <b>20006</b> |  |
| 40) Telephone Number: <b>(202)223-1177</b>      |          | 41) FAX Number: <b>(202)955-1177</b>                      |                            |  |
| 42) E-Mail Address: <b>julian@gehmanlaw.com</b> |          |   |                            |  |

## Lessee Information

### FRN

43) FCC Registration Number: **0001598457**

### Entity

44) Lessee is a(n) (Select One):

- ( ) Individual ( ) Unincorporated Association ( ) Trust (  ) Government Entity ( ) Corporation ( ) Limited Liability Company  
( ) General Partnership ( ) Limited Partnership ( ) Limited Liability Partnership ( ) Consortium  
( ) Other: \_\_\_\_\_

### Lessee Name

45) If the Lessee name is being updated, is the update a result from the sale (or transfer of control) of the lease(s) to another party and for which proper Commission approval has not been received or proper notification not provided? ( ) Yes No

46) Lessee Name (if entity): **Spanish Fork, City of**

47) Lessee Name (if individual): First: MI: Last: Suffix:

48) Attention To: **G. Wayne Anderson**

### Name of Real Party in Interest

49) Name of Real Party in Interest: **Spanish Fork, City of**

50) FCC Registration Number (FRN): **0001598457**

### Address

51) P.O. Box: And /Or 52) Street Address: **40 South Main St**

53) City: **Spanish Fork** 54) State: **UT** 55) Zip Code: **84660**

56) Telephone Number: **(801)804-4500** 57) FAX Number:

58) E-Mail Address:

### 59) Demographics (Optional):

**Race:**  
( ) American Indian or Alaska Native  
( ) Asian  
( ) Black or African-American  
( ) Native Hawaiian or Other Pacific Islander  
( ) White

**Ethnicity:**  
( ) Hispanic or Latino  
( ) Not Hispanic or Latino

**Gender:**  
( ) Male  
( ) Female

## Lessee Contact Information

Contact Name (if other than Lessee)

( ) ~~Check here if same as Lessee Information~~

60) Name: First: MI: Last: Suffix:

61) Company Name: **Spanish Fork, City of**

62) Attention To: **G. Wayne Anderson**

### Address

63) P.O. Box: And /Or 64) Street Address: **40 South Main St**

65) City: **Spanish Fork** 66) State: **UT** 67) Zip Code: **84660**

68) Telephone Number: **(801)804-4500** 69) FAX Number:

70) E-Mail Address:

**Sublessee Information**

**FRN**

|                              |
|------------------------------|
| 71) FCC Registration Number: |
|------------------------------|

**Entity**

|   |
|---|
| 72) Sublessee is a(n) (Select One):<br><input type="checkbox"/> Individual <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Trust <input type="checkbox"/> Government Entity <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company<br><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Consortium<br><input type="checkbox"/> Other: _____ |
|---|

**Sublessee Name**

|   |   |     |       |         |
|---|---|-----|-------|---------|
| 73) If the Sublessee name is being updated, is the update a result from the sale (or transfer of control) of the sublease(s) to another party and for which proper Commission approval has not been received or proper notification not provided? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |     |       |         |
| 74) Sublessee Name (if entity):   |   |     |       |         |
| 75) Sublessee Name (if individual):   | First:  | MI: | Last: | Suffix: |
| 76) Attention To:   |   |     |       |         |

**Name of Real Party in Interest**

|                                     |
|-------------------------------------|
| 77) Name of Real Party in Interest: |
| 78) FCC Registration Number (FRN):  |

**Address**

|                       |                 |                     |
|-----------------------|-----------------|---------------------|
| 79) P.O. Box:         | <b>And /Or</b>  | 80) Street Address: |
| 81) City:             | 82) State:      | 83) Zip Code:       |
| 84) Telephone Number: | 85) FAX Number: |                     |
| 86) E-Mail Address:   |                 |                     |

**87) Demographics (Optional):**

|   |   |  |
|---|---|--|
| <b>Race:</b><br><input type="checkbox"/> American Indian or Alaska Native<br><input type="checkbox"/> Asian<br><input type="checkbox"/> Black or African-American<br><input type="checkbox"/> Native Hawaiian or Other Pacific Islander<br><input type="checkbox"/> White | <b>Ethnicity:</b><br><input type="checkbox"/> Hispanic or Latino<br><input type="checkbox"/> Not Hispanic or Latino | <b>Gender:</b><br><input type="checkbox"/> Male<br><input type="checkbox"/> Female |
|---|---|--|

**Sublessee Contact Information**

**Contact Name** (if other than Sublessee)

Check here if same as Sublessee Information

|                   |        |     |       |         |
|-------------------|--------|-----|-------|---------|
| 88) Name:         | First: | MI: | Last: | Suffix: |
| 89) Company Name: |        |     |       |         |
| 90) Attention To: |        |     |       |         |

**Address**

|                       |                 |                     |
|-----------------------|-----------------|---------------------|
| 91) P.O. Box:         | <b>And /Or</b>  | 92) Street Address: |
| 93) City:             | 94) State:      | 95) Zip Code:       |
| 96) Telephone Number: | 97) FAX Number: |                     |
| 98) E-Mail Address:   |                 |                     |

## Transferee Information

### FRN

99) FCC Registration Number:

### Entity

100) Transferee is a(n) (Select One):

- ( ) Individual ( ) Unincorporated Association ( ) Trust ( ) Government Entity ( ) Corporation ( ) Limited Liability Company  
( ) General Partnership ( ) Limited Partnership ( ) Limited Liability Partnership ( ) Consortium  
( ) Other: \_\_\_\_\_

### Transferee Name

101) Transferee Name (if entity):

102) Transferee Name (if individual):

First:

MI:

Last:

Suffix:

103) Attention To:

### Name of Real Party in Interest

104) Name of Real Party in Interest:

105) FCC Registration Number (FRN):

### Address

106) P.O. Box:

And  
/Or

107) Street Address:

108) City:

109) State:

110) Zip Code:

111) Telephone Number:

112) FAX Number:

113) E-Mail Address:

### 114) Demographics (Optional):

#### Race:

- ( ) American Indian or Alaska Native  
( ) Asian  
( ) Black or African-American  
( ) Native Hawaiian or Other Pacific Islander  
( ) White

#### Ethnicity:

- ( ) Hispanic or Latino  
( ) Not Hispanic or Latino

#### Gender:

- ( ) Male  
( ) Female

## Transferee Contact Information

Contact Name (if other than Transferee)

( ) Check here if same as Transferee Information

115) Name:

First:

MI:

Last:

Suffix:

116) Company Name:

117) Attention To:

### Address

118) P.O. Box:

And  
/Or

119) Street Address:

120) City:

121) State:

122) Zip Code:

123) Telephone Number:

124) FAX Number:

125) E-Mail Address:

## Transferor Information

### FRN

126) FCC Registration Number:

### Entity

127) Transferor is a(n) (Select One):

- ( ) Individual ( ) Unincorporated Association ( ) Trust ( ) Government Entity ( ) Corporation ( ) Limited Liability Company  
( ) General Partnership ( ) Limited Partnership ( ) Limited Liability Partnership ( ) Consortium  
( ) Other: \_\_\_\_\_

### Transferor Name

128) Transferor Name (if entity):

129) Transferor Name (if individual): First: MI: Last: Suffix:

130) Attention To:

### Address

131) P.O. Box: And /Or 132) Street Address:

133) City: 134) State: 135) Zip Code:

136) Telephone Number: 137) FAX Number:

138) E-Mail Address:

### 139) Demographics (Optional):

#### Race:

- ( ) American Indian or Alaska Native  
( ) Asian  
( ) Black or African-American  
( ) Native Hawaiian or Other Pacific Islander  
( ) White

#### Ethnicity:

- ( ) Hispanic or Latino  
( ) Not Hispanic or Latino

#### Gender:

- ( ) Male  
( ) Female

## Transferor Contact Information

Contact Name (if other than Transferor)

( ) Check here if same as Transferor Information

140) Name: First: MI: Last: Suffix:

141) Company Name:

142) Attention To:

### Address

143) P.O. Box: And /Or 144) Street Address:

145) City: 146) State: 147) Zip Code:

148) Telephone Number: 149) FAX Number:

150) E-Mail Address:

## Ownership Disclosure Information

### FCC Form 602

|   |   |
|---|---|
| 151a) Is the Applicant required to file FCC Form 602, Ownership Disclosure Information for the Wireless Telecommunications Services?                                | ( <input type="radio"/> N ) <input checked="" type="radio"/> Yes <input type="radio"/> No |
| 151b) If the answer to 151a is 'Y', provide the File Number of FCC Form 602 that has been filed in conjunction with application or is already on file with the FCC. | File Number: _____  |

## Alien Ownership Questions

### Alien Ownership (If any answer is 'Y', provide an attachment explaining the circumstances)

|   |   |
|---|---|
| 152) Is the Lessee/Sublessee or Post-transfer Lessee/Sublessee a foreign government or the representative of any foreign government?  | ( <input type="radio"/> N ) <input checked="" type="radio"/> Yes <input type="radio"/> No |
| 153) Is the Lessee/Sublessee or Post-transfer Lessee/Sublessee an alien or the representative of an alien?  | ( <input type="radio"/> N ) <input checked="" type="radio"/> Yes <input type="radio"/> No |
| 154) Is the Lessee/Sublessee or Post-transfer Lessee/Sublessee a corporation organized under the laws of a foreign government?  | ( <input type="radio"/> N ) <input checked="" type="radio"/> Yes <input type="radio"/> No |
| 155) Is the Lessee/Sublessee or Post-transfer Lessee/Sublessee a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?   | ( <input type="radio"/> N ) <input checked="" type="radio"/> Yes <input type="radio"/> No |
| 156a) Is the Lessee/Sublessee or Post-transfer Lessee/Sublessee directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?  | ( <input type="radio"/> N ) <input checked="" type="radio"/> Yes <input type="radio"/> No |
| 156b) If the answer to 156a is 'Y', has the Lessee/Sublessee or Post-transfer Lessee/Sublessee received a ruling(s) under Section 310(b) (4) of the Communications Act with respect to the same radio service(s) and geographic coverage area(s) involved in this filing?<br><br>If the answer to 156b is 'Y', provide in the exhibit the citation(s) of the declaratory ruling(s) received by the Lessee/Sublessee or Post-transfer Lessee/Sublessee (i.e., DA or FCC Number, FCC Record citation if available, and release date).<br><br>If the answer to 156b is 'N', attach to this filing a date-stamped copy of a request for a foreign ownership ruling pursuant to Section 310(b)(4) of the Communications Act. It is not necessary to file a request for a foreign ownership ruling if the Lessee/Sublessee or Post-transfer Lessee/Sublessee includes in the exhibit required by Item 156a a showing that the subject Lease is exempt from the provisions of Section 310(b)(4). | ( <input type="radio"/> ) <input checked="" type="radio"/> Yes <input type="radio"/> No   |

## Basic Qualification Information

### Basic Qualification Questions (If any answer is 'Y', provide an attachment explaining the circumstances)

|  |   |
|--|---|
| 157) Has the Applicant or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?   | ( <input type="radio"/> N ) <input checked="" type="radio"/> Yes <input type="radio"/> No |
| 158) Has the Applicant or any party to this filing, or any party directly or indirectly controlling the Applicant or any party to this filing ever been convicted of a felony by any state or federal court?   | ( <input type="radio"/> N ) <input checked="" type="radio"/> Yes <input type="radio"/> No |
| 159) Has any court finally adjudged the Applicant or any party directly or indirectly controlling the Applicant guilty of unlawfully monopolizing or attempting unlawfully to monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition? | ( <input type="radio"/> N ) <input checked="" type="radio"/> Yes <input type="radio"/> No |

**Licensee Certification Statements**

|   |   |
|---|---|
| 1)  | The Licensee agrees that the Lease is not a sale or transfer of the license itself.   |
| 2)  | The Licensee certifies that it will not consent to assignment of the Lease except to the extent such assignment complies with the Commission's Rules and Regulations. |
| 3)  | The Licensee certifies that it holds exclusive use rights to use the licensed spectrum.   |
| 4)  | The Licensee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency. |
| The Licensee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. |   |

**Type or Printed Name of Party Authorized to Sign**

|   |     |            |         |
|---|-----|------------|---------|
| 160) First Name:  | MI: | Last Name: | Suffix: |
| 161) Title:   |     |            |         |
| 162) Signature:   |     | 163) Date: |         |
| <b>FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.</b>   |     |            |         |
| <b>WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, Section 503).</b> |     |            |         |

**Lessee Certification Statements**

|   |   |
|---|---|
| 1)  | The Lessee agrees that the Lease is not a sale or transfer of the license itself.   |
| 2)  | The Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Lessee fails to so comply, the Lease/Sublease may be revoked, cancelled, or terminated by either the Licensee or the Commission.  |
| 3)  | The Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance. (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)   |
| 4)  | The Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies. |
| 5)  | The Lessee acknowledges that in the event an authorization held by a Licensee that has associated with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.                   |
| 6)  | The Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.  |
| 7)  | The Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.   |
| 8)  | The Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.   |
| The Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. |   |

**Type or Printed Name of Party Authorized to Sign**

|   |     |            |         |
|---|-----|------------|---------|
| 164) First Name:  | MI: | Last Name: | Suffix: |
| 165) Title:   |     |            |         |
| 166) Signature:   |     | 167) Date: |         |
| <b>FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.</b>   |     |            |         |
| <b>WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, Section 503).</b> |     |            |         |

**Sublessee Certification Statements**

|   |   |
|---|---|
| 1)  | The Sublessee agrees that the Lease is not a sale or transfer of the license itself.  |
| 2)  | The Sublessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Sublessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.   |
| 3)  | The Sublessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance. (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)  |
| 4)  | The Sublessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Sublessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies. |
| 5)  | The Sublessee acknowledges that in the event an authorization held by a Licensee that has entered into a spectrum leasing arrangement is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Sublessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.  |
| 6)  | The Sublessee agrees the Lease/Sublease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.  |
| 7)  | The Sublessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.  |
| 8)  | The Sublessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.  |
| <b>The Sublessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith.</b> |   |

**Type or Printed Name of Party Authorized to Sign**

|   |     |            |         |
|---|-----|------------|---------|
| 168) First Name:  | MI: | Last Name: | Suffix: |
| 169) Title:   |     |            |         |
| 170) Signature:   |     | 171) Date: |         |
| <b>FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.</b>   |     |            |         |
| <b>WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, Section 503).</b> |     |            |         |

**Transferee Certification Statements**

|  |   |
|--|---|
| 1)   | The Transferee agrees that the Lease/Sublease is not a sale or transfer of the license itself.  |
| 2)   | The Transferee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Transferee fails to so comply, the Lease/Sublease may be revoked, cancelled, or terminated by either the Licensee or the Commission.  |
| 3)   | The Transferee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance. (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)   |
| 4)   | The Transferee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Transferee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with the applicable Commission policies. |
| 5)   | The Transferee acknowledges that in the event an authorization held by a Licensee that has associated with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Transferee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.                       |
| 6)   | The Transferee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.  |
| 7)   | The Transferee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.   |
| 8)   | The Transferee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.   |
| <b>The Transferee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith.</b> |   |

**Type or Printed Name of Party Authorized to Sign**

|                  |     |            |         |
|------------------|-----|------------|---------|
| 172) First Name: | MI: | Last Name: | Suffix: |
| 173) Title:      |     |            |         |
| 174) Signature:  |     | 175) Date: |         |

**FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.**

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, Section 503).**

**Transferor Certification Statements**

|   |   |
|---|---|
| 1)  | The Transferor certifies either (1) that control of the Lessee/Sublessee will not be transferred until consent of the Federal Communications Commission has been given, or (2) that prior Commission consent is not required because the Lease/Sublease is subject to streamlined notification procedures for <i>pro forma</i> transfers of control. See Section 1.948(c)(1) of the Commission's Rules. |
| 2)  | The Transferor certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.   |
| The Transferor certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. |   |

**Type or Printed Name of Party Authorized to Sign**

|  |     |            |         |
|--|-----|------------|---------|
| 176) First Name:   | MI: | Last Name: | Suffix: |
| 177) Title:  |     |            |         |
| 178) Signature:  |     | 179) Date: |         |
| FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.   |     |            |         |
| WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, Section 503). |     |            |         |

**Private Commons Manager Certification Statements**

1) The Licensee/Lessee/Sublessee manager of the Private Commons certifies that it will retain *de facto* control of the use of the spectrum under the Private Commons arrangement, including that it will maintain reasonable oversight over the users' use of the spectrum under the arrangement so as to ensure that the use of the spectrum, and communications equipment employed, comply with all technical and service rules applicable under the license authorization.

2) The Licensee/Lessee/Sublessee manager of the Private Commons arrangement certifies that it will maintain the ability to ensure that users under the arrangement comply with all the technical and service rules applicable under the license authorization.

The Licensee/Lessee/Sublessee manager of the Private Commons arrangement certifies that all of its statements made in this Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Notification, and are true, complete, correct, and made in good faith.

**Type or Printed Name of Party Authorized to Sign**

|                  |     |            |         |
|------------------|-----|------------|---------|
| 180) First Name: | MI: | Last Name: | Suffix: |
|------------------|-----|------------|---------|

181) Title:

|                 |            |
|-----------------|------------|
| 182) Signature: | 183) Date: |
|-----------------|------------|

**FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.**

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, Section 503).**

**License Authorization(s) or Identifiers (pertaining to Lease(s)/Sublease(s)/Private Commons) Associated with the Spectrum To Be Included in the Filing**

| 184)<br>Call Sign(s) or<br>Lease/Sublease/<br>Private Commons<br>Identifier(s) | 185)<br>Radio Service<br>Code | 186)<br>Location Number | 187)<br>Path Number<br>(Microwave only) | 188)<br>Frequency<br>Number | 189)<br>Lower<br>Frequency (MHz) | 190)<br>Upper<br>Frequency (MHz) |
|--|-------------------------------|-------------------------|---|-----------------------------|----------------------------------|----------------------------------|
| KNKV203  | CN - PCS<br>Narrowband        |                         |   |                             |                                  |                                  |
| KNKV204  | CN - PCS<br>Narrowband        |                         |   |                             |                                  |                                  |

\* Note: Questions 186 – 190 are for New Leases involving spectrum associated with site-based authorizations when only a portion of the licensed locations, paths and/or frequencies will be leased.



**Schedule for Supplemental Information Pertaining to a New Lease, New Sublease,  
Revision to Extend the Term of an Existing Lease or Sublease, or  
Revision to Cancel an Existing Lease or Sublease**

**License Authorizations/Lease Identifiers/Sublease Identifiers** (Complete as many Schedule E's as necessary)

| 1)<br>Call Sign(s) or<br>Lease/Sublease<br>Identifier(s) | 2)<br>Radio Service Code | 3)<br>Commencement<br>Date<br><br>(MM/DD/YYYY)<br>OR<br>Check box for FCC<br>Grant Date | 4)<br>Expiration Date<br><br>(MM/DD/YYYY) | 5)<br>Revised<br>Expiration Date<br><br>(MM/DD/YYYY) | 6)<br>Cancellation Date<br><br>(MM/DD/YYYY)<br>OR<br>Check box if<br>Lease/Sublease<br>Never Commenced |
|--|--------------------------|---|---|--|--|
| KNKV203  | CN                       | 01/25/2012<br><br><input type="checkbox"/>  | 09/29/2014                                |  | <input type="checkbox"/>   |
| KNKV204  | CN                       | 01/25/2012<br><br><input type="checkbox"/>  | 09/29/2014                                |  | <input type="checkbox"/>   |

**Schedule for Defined Geographic Area To Be Leased  
 (Geographically-Licensed Services)**

**Call Sign**

1) Call Sign: KNKV203

**Geographic Area of Spectrum To Be Included in Lease**

| 2)<br>Defined Area to be Leased | 3)<br>Undefined Area to be Leased<br>(Complete Schedule G) | 4a)<br>Population of Leased Area |
|---------------------------------|--|----------------------------------|
|                                 | Schedule G # Attached:1                                    | 28,061                           |

**5) Frequencies of Spectrum To Be Included in Lease (MHz)**

| Spectrum Leased |                 |
|-----------------|-----------------|
| Lower Frequency | Upper Frequency |
|                 |                 |

**Schedule for Defined Geographic Area To Be Leased  
 (Geographically-Licensed Services)**

**Call Sign**

1) Call Sign: KNKV204

**Geographic Area of Spectrum To Be Included in Lease**

| 2)<br>Defined Area to be Leased | 3)<br>Undefined Area to be Leased<br>(Complete Schedule G) | 4a)<br>Population of Leased Area |
|---------------------------------|--|----------------------------------|
|                                 | Schedule G # Attached:2                                    | 28,061                           |

**5) Frequencies of Spectrum To Be Included in Lease (MHz)**

| Spectrum Leased |                 |
|-----------------|-----------------|
| Lower Frequency | Upper Frequency |
|                 |                 |

Number: 1

Schedule for Leases that Involve an Undefined Geographic Area

For each undefined geographic area, complete up to 300 Latitude/Longitude combinations for every 3 degrees azimuth, using NAD83 Datum.

Latitude (DD-MM-SS.S-D)

Longitude (DDD-MM-SS.S-D)

|    |              |               |
|----|--------------|---------------|
| 1  | 35-27-35.9 N | 086-27-26.0 W |
| 2  | 35-27-37.3 N | 086-28-05.0 W |
| 3  | 35-27-25.9 N | 086-28-07.0 W |
| 4  | 35-27-12.8 N | 086-28-13.2 W |
| 5  | 35-27-01.7 N | 086-28-06.3 W |
| 6  | 35-26-39.5 N | 086-28-15.1 W |
| 7  | 35-26-42.1 N | 086-28-49.5 W |
| 8  | 35-27-22.1 N | 086-28-48.3 W |
| 9  | 35-27-48.4 N | 086-28-44.4 W |
| 10 | 35-28-06.6 N | 086-28-26.6 W |
| 11 | 35-28-32.2 N | 086-28-26.0 W |
| 12 | 35-28-35.0 N | 086-28-34.9 W |
| 13 | 35-28-37.6 N | 086-28-38.5 W |
| 14 | 35-28-41.2 N | 086-29-06.0 W |
| 15 | 35-28-34.0 N | 086-29-11.9 W |

## Latitude (DD-MM-SS.S-D)

## Longitude (DDD-MM-SS.S-D)

|    |              |               |
|----|--------------|---------------|
| 16 | 35-28-11.6 N | 086-29-14.7 W |
| 17 | 35-28-02.1 N | 086-29-17.6 W |
| 18 | 35-27-55.8 N | 086-29-22.6 W |
| 19 | 35-27-54.3 N | 086-29-26.8 W |
| 20 | 35-28-04.5 N | 086-29-38.7 W |
| 21 | 35-28-06.9 N | 086-29-38.6 W |
| 22 | 35-28-17.1 N | 086-29-30.6 W |
| 23 | 35-28-19.1 N | 086-29-32.9 W |
| 24 | 35-28-28.7 N | 086-29-32.8 W |
| 25 | 35-28-28.7 N | 086-29-19.1 W |
| 26 | 35-28-52.9 N | 086-29-18.7 W |
| 27 | 35-28-54.4 N | 086-28-38.7 W |
| 28 | 35-29-03.0 N | 086-28-42.2 W |
| 29 | 35-29-14.0 N | 086-28-41.2 W |
| 30 | 35-29-21.9 N | 086-28-38.6 W |
| 31 | 35-29-20.8 N | 086-28-33.2 W |
| 32 | 35-29-32.2 N | 086-28-31.4 W |
| 33 | 35-29-31.9 N | 086-28-24.6 W |
| 34 | 35-29-38.9 N | 086-28-24.3 W |

Latitude (DD-MM-SS.S-D)

Longitude (DDD-MM-SS.S-D)

|    |              |               |
|----|--------------|---------------|
| 35 | 35-29-47.6 N | 086-28-34.5 W |
| 36 | 35-29-54.5 N | 086-28-40.3 W |
| 37 | 35-29-55.8 N | 086-28-55.8 W |
| 38 | 35-29-47.7 N | 086-28-56.6 W |
| 39 | 35-29-48.0 N | 086-29-01.3 W |
| 40 | 35-29-56.2 N | 086-29-00.5 W |
| 41 | 35-29-58.0 N | 086-29-22.3 W |
| 42 | 35-30-04.3 N | 086-29-21.2 W |
| 43 | 35-30-04.1 N | 086-29-25.7 W |
| 44 | 35-30-07.0 N | 086-29-25.4 W |
| 45 | 35-30-04.7 N | 086-29-01.4 W |
| 46 | 35-30-08.7 N | 086-28-58.6 W |
| 47 | 35-30-26.8 N | 086-29-22.2 W |
| 48 | 35-30-17.6 N | 086-29-24.2 W |
| 49 | 35-30-18.8 N | 086-29-40.5 W |
| 50 | 35-30-27.0 N | 086-29-39.6 W |
| 51 | 35-30-27.7 N | 086-29-46.1 W |
| 52 | 35-30-39.7 N | 086-29-36.0 W |
| 53 | 35-30-31.4 N | 086-29-21.4 W |

## Latitude (DD-MM-SS.S-D)

## Longitude (DDD-MM-SS.S-D)

|    |              |               |
|----|--------------|---------------|
| 54 | 35-30-33.7 N | 086-29-19.3 W |
| 55 | 35-30-27.2 N | 086-29-00.4 W |
| 56 | 35-30-25.1 N | 086-28-36.6 W |
| 57 | 35-30-34.1 N | 086-28-35.1 W |
| 58 | 35-30-37.9 N | 086-28-32.9 W |
| 59 | 35-30-36.7 N | 086-28-22.9 W |
| 60 | 35-29-57.2 N | 086-28-29.4 W |
| 61 | 35-29-52.1 N | 086-28-15.6 W |
| 62 | 35-29-50.1 N | 086-28-01.5 W |
| 63 | 35-30-05.6 N | 086-28-02.4 W |
| 64 | 35-30-05.7 N | 086-27-57.4 W |
| 65 | 35-30-00.3 N | 086-27-36.4 W |
| 66 | 35-30-18.9 N | 086-27-36.9 W |
| 67 | 35-30-18.9 N | 086-27-30.6 W |
| 68 | 35-30-34.4 N | 086-27-28.0 W |
| 69 | 35-30-42.9 N | 086-27-39.6 W |
| 70 | 35-31-06.1 N | 086-27-43.2 W |
| 71 | 35-31-21.7 N | 086-27-42.9 W |
| 72 | 35-31-21.1 N | 086-27-21.0 W |

## Latitude (DD-MM-SS.S-D)

## Longitude (DDD-MM-SS.S-D)

|    |              |               |
|----|--------------|---------------|
| 73 | 35-31-54.1 N | 086-27-15.8 W |
| 74 | 35-31-48.1 N | 086-26-13.7 W |
| 75 | 35-31-33.4 N | 086-26-00.8 W |
| 76 | 35-31-07.5 N | 086-26-28.7 W |
| 77 | 35-31-04.9 N | 086-25-22.0 W |
| 78 | 35-30-19.3 N | 086-25-26.0 W |
| 79 | 35-30-18.5 N | 086-25-19.7 W |
| 80 | 35-30-12.0 N | 086-25-12.1 W |
| 81 | 35-29-59.8 N | 086-24-57.3 W |
| 82 | 35-30-15.7 N | 086-24-55.3 W |
| 83 | 35-30-14.3 N | 086-24-37.3 W |
| 84 | 35-29-51.1 N | 086-24-41.7 W |
| 85 | 35-29-51.6 N | 086-24-49.9 W |
| 86 | 35-29-41.3 N | 086-24-51.4 W |
| 87 | 35-29-57.6 N | 086-23-58.0 W |
| 88 | 35-29-58.4 N | 086-23-51.3 W |
| 89 | 35-29-52.7 N | 086-23-47.5 W |
| 90 | 35-29-30.7 N | 086-23-51.6 W |
| 91 | 35-29-30.2 N | 086-23-46.7 W |

Latitude (DD-MM-SS.S-D)

Longitude (DDD-MM-SS.S-D)

|     |              |               |
|-----|--------------|---------------|
| 92  | 35-29-24.1 N | 086-23-47.5 W |
| 93  | 35-29-25.0 N | 086-24-01.6 W |
| 94  | 35-29-21.9 N | 086-24-01.6 W |
| 95  | 35-29-21.9 N | 086-24-09.6 W |
| 96  | 35-29-17.1 N | 086-24-09.6 W |
| 97  | 35-29-16.9 N | 086-24-06.3 W |
| 98  | 35-29-12.1 N | 086-24-06.6 W |
| 99  | 35-29-11.4 N | 086-23-53.8 W |
| 100 | 35-29-02.2 N | 086-23-54.5 W |
| 101 | 35-29-01.5 N | 086-23-38.6 W |
| 102 | 35-28-54.6 N | 086-23-39.8 W |
| 103 | 35-28-54.3 N | 086-23-44.9 W |
| 104 | 35-28-32.3 N | 086-23-45.7 W |
| 105 | 35-28-35.9 N | 086-23-52.5 W |
| 106 | 35-28-28.4 N | 086-23-52.6 W |
| 107 | 35-28-28.7 N | 086-24-19.3 W |
| 108 | 35-28-43.0 N | 086-24-23.9 W |
| 109 | 35-28-53.2 N | 086-24-58.4 W |
| 110 | 35-28-33.0 N | 086-25-01.2 W |

Latitude (DD-MM-SS.S-D)

Longitude (DDD-MM-SS.S-D)

|     |              |               |
|-----|--------------|---------------|
| 111 | 35-28-32.9 N | 086-25-10.9 W |
| 112 | 35-28-49.0 N | 086-25-09.3 W |
| 113 | 35-28-50.4 N | 086-25-25.8 W |
| 114 | 35-28-31.4 N | 086-25-38.2 W |
| 115 | 35-28-37.4 N | 086-26-25.9 W |
| 116 | 35-28-23.3 N | 086-26-40.3 W |
| 117 | 35-28-19.2 N | 086-26-57.9 W |
| 118 | 35-27-53.2 N | 086-26-58.0 W |
| 119 | 35-27-51.0 N | 086-27-01.1 W |
| 120 | 35-27-51.0 N | 086-27-35.3 W |

Number: 2

Schedule for Leases that Involve an Undefined Geographic Area

For each undefined geographic area, complete up to 300 Latitude/Longitude combinations for every 3 degrees azimuth, using NAD83 Datum.

|    | Latitude (DD-MM-SS.S-D) | Longitude (DDD-MM-SS.S-D) |
|----|-------------------------|---------------------------|
| 1  | 40-09-05.7 N            | 111-39-52.6 W             |
| 2  | 40-09-13.5 N            | 111-38-58.1 W             |
| 3  | 40-09-00.8 N            | 111-38-58.1 W             |
| 4  | 40-09-00.8 N            | 111-38-50.1 W             |
| 5  | 40-07-58.0 N            | 111-38-48.9 W             |
| 6  | 40-08-15.1 N            | 111-38-15.6 W             |
| 7  | 40-08-20.2 N            | 111-37-51.6 W             |
| 8  | 40-08-13.8 N            | 111-37-42.5 W             |
| 9  | 40-08-07.1 N            | 111-37-51.3 W             |
| 10 | 40-07-34.8 N            | 111-37-47.9 W             |
| 11 | 40-07-29.8 N            | 111-37-38.5 W             |
| 12 | 40-07-15.0 N            | 111-37-51.4 W             |
| 13 | 40-07-21.2 N            | 111-38-09.4 W             |
| 14 | 40-07-02.5 N            | 111-37-56.0 W             |
| 15 | 40-06-46.8 N            | 111-37-59.9 W             |

## Latitude (DD-MM-SS.S-D)

## Longitude (DDD-MM-SS.S-D)

|    |              |               |
|----|--------------|---------------|
| 16 | 40-06-46.5 N | 111-38-09.3 W |
| 17 | 40-06-34.8 N | 111-38-09.3 W |
| 18 | 40-06-34.2 N | 111-37-50.0 W |
| 19 | 40-06-02.7 N | 111-36-42.9 W |
| 20 | 40-06-02.7 N | 111-36-19.1 W |
| 21 | 40-05-50.5 N | 111-36-18.6 W |
| 22 | 40-05-18.9 N | 111-35-36.2 W |
| 23 | 40-05-09.6 N | 111-35-31.7 W |
| 24 | 40-05-07.9 N | 111-35-39.6 W |
| 25 | 40-04-41.3 N | 111-35-32.8 W |
| 26 | 40-04-40.9 N | 111-35-50.0 W |
| 27 | 40-04-16.4 N | 111-35-50.0 W |
| 28 | 40-04-16.3 N | 111-36-22.9 W |
| 29 | 40-04-40.6 N | 111-36-22.6 W |
| 30 | 40-04-42.1 N | 111-36-02.1 W |
| 31 | 40-04-44.8 N | 111-36-11.5 W |
| 32 | 40-04-53.6 N | 111-36-16.3 W |
| 33 | 40-04-47.2 N | 111-36-26.5 W |
| 34 | 40-05-04.1 N | 111-36-27.1 W |

Latitude (DD-MM-SS.S-D)

Longitude (DDD-MM-SS.S-D)

|    |              |               |
|----|--------------|---------------|
| 35 | 40-04-57.4 N | 111-36-59.6 W |
| 36 | 40-05-03.3 N | 111-36-42.7 W |
| 37 | 40-05-36.3 N | 111-36-42.6 W |
| 38 | 40-05-36.5 N | 111-37-04.8 W |
| 39 | 40-05-40.4 N | 111-37-04.7 W |
| 40 | 40-05-40.5 N | 111-37-12.7 W |
| 41 | 40-05-49.2 N | 111-37-12.7 W |
| 42 | 40-05-55.0 N | 111-37-07.7 W |
| 43 | 40-06-02.1 N | 111-37-07.9 W |
| 44 | 40-06-01.8 N | 111-37-50.8 W |
| 45 | 40-06-07.1 N | 111-37-51.3 W |
| 46 | 40-06-05.0 N | 111-38-08.8 W |
| 47 | 40-05-59.6 N | 111-37-51.1 W |
| 48 | 40-05-48.8 N | 111-37-51.2 W |
| 49 | 40-05-48.8 N | 111-38-01.7 W |
| 50 | 40-05-43.8 N | 111-37-59.5 W |
| 51 | 40-05-44.7 N | 111-38-08.4 W |
| 52 | 40-05-16.5 N | 111-38-10.9 W |
| 53 | 40-05-15.4 N | 111-38-13.1 W |

## Latitude (DD-MM-SS.S-D)

## Longitude (DDD-MM-SS.S-D)

|    |              |               |
|----|--------------|---------------|
| 54 | 40-05-31.5 N | 111-38-31.9 W |
| 55 | 40-05-42.6 N | 111-38-36.8 W |
| 56 | 40-05-45.2 N | 111-38-43.5 W |
| 57 | 40-05-47.0 N | 111-38-44.3 W |
| 58 | 40-05-48.9 N | 111-38-42.1 W |
| 59 | 40-06-01.8 N | 111-38-52.5 W |
| 60 | 40-06-01.9 N | 111-39-00.0 W |
| 61 | 40-06-13.0 N | 111-39-05.9 W |
| 62 | 40-06-02.9 N | 111-39-08.3 W |
| 63 | 40-06-02.9 N | 111-39-13.1 W |
| 64 | 40-05-59.1 N | 111-39-14.3 W |
| 65 | 40-05-55.4 N | 111-39-16.2 W |
| 66 | 40-05-50.0 N | 111-39-06.1 W |
| 67 | 40-05-36.5 N | 111-39-06.8 W |
| 68 | 40-05-44.6 N | 111-39-13.8 W |
| 69 | 40-05-44.8 N | 111-39-19.7 W |
| 70 | 40-05-37.7 N | 111-39-18.9 W |
| 71 | 40-05-22.2 N | 111-39-14.9 W |
| 72 | 40-05-22.4 N | 111-39-33.7 W |

## Latitude (DD-MM-SS.S-D)

## Longitude (DDD-MM-SS.S-D)

|    |              |               |
|----|--------------|---------------|
| 73 | 40-05-21.2 N | 111-39-29.7 W |
| 74 | 40-05-12.0 N | 111-39-26.8 W |
| 75 | 40-04-59.7 N | 111-39-28.1 W |
| 76 | 40-05-00.6 N | 111-39-33.5 W |
| 77 | 40-05-03.5 N | 111-39-33.3 W |
| 78 | 40-05-03.6 N | 111-39-46.3 W |
| 79 | 40-05-20.9 N | 111-39-48.4 W |
| 80 | 40-05-24.9 N | 111-39-43.0 W |
| 81 | 40-05-20.6 N | 111-39-39.3 W |
| 82 | 40-05-27.0 N | 111-39-39.9 W |
| 83 | 40-05-32.9 N | 111-39-39.8 W |
| 84 | 40-05-46.4 N | 111-39-34.8 W |
| 85 | 40-05-43.4 N | 111-39-24.4 W |
| 86 | 40-05-47.3 N | 111-39-22.4 W |
| 87 | 40-05-50.2 N | 111-39-24.6 W |
| 88 | 40-05-53.9 N | 111-39-24.2 W |
| 89 | 40-05-56.6 N | 111-39-23.3 W |
| 90 | 40-05-55.5 N | 111-39-19.2 W |
| 91 | 40-06-00.2 N | 111-39-19.1 W |

## Latitude (DD-MM-SS.S-D)

## Longitude (DDD-MM-SS.S-D)

|     |              |               |
|-----|--------------|---------------|
| 92  | 40-06-00.2 N | 111-39-23.4 W |
| 93  | 40-06-07.5 N | 111-39-23.4 W |
| 94  | 40-06-09.0 N | 111-39-45.0 W |
| 95  | 40-06-28.3 N | 111-39-49.8 W |
| 96  | 40-06-28.3 N | 111-39-58.6 W |
| 97  | 40-06-35.3 N | 111-40-00.8 W |
| 98  | 40-06-35.3 N | 111-39-53.8 W |
| 99  | 40-06-48.0 N | 111-39-54.2 W |
| 100 | 40-06-48.1 N | 111-39-59.2 W |
| 101 | 40-06-51.5 N | 111-39-59.4 W |
| 102 | 40-07-02.2 N | 111-39-57.3 W |
| 103 | 40-07-22.7 N | 111-39-50.8 W |
| 104 | 40-07-22.5 N | 111-39-37.2 W |
| 105 | 40-07-49.7 N | 111-39-36.3 W |
| 106 | 40-07-56.7 N | 111-40-09.8 W |
| 107 | 40-08-02.7 N | 111-40-09.8 W |
| 108 | 40-08-02.8 N | 111-40-03.6 W |
| 109 | 40-08-38.5 N | 111-40-07.3 W |
| 110 | 40-08-51.9 N | 111-40-25.9 W |

Latitude (DD-MM-SS.S-D)

Longitude (DDD-MM-SS.S-D)

|     |              |               |
|-----|--------------|---------------|
| 111 | 40-09-01.6 N | 111-40-26.0 W |
| 112 | 40-05-32.1 N | 111-38-51.7 W |
| 113 | 40-05-46.2 N | 111-38-49.7 W |
| 114 | 40-05-44.5 N | 111-38-44.9 W |
| 115 | 40-05-37.6 N | 111-38-37.5 W |
| 116 | 40-05-30.4 N | 111-38-36.8 W |

## ORDINANCE NO. 01-12

### ROLL CALL

| VOTING   | YES | NO |
|--|-----|----|
| <b>G. WAYNE ANDERSEN</b><br><i>Mayor (votes only in case of tie)</i> |     |    |
| <b>BRANDON B. GORDON</b><br><i>Council member</i>                    |     |    |
| <b>RICHARD M. DAVIS</b><br><i>Council member</i>                     |     |    |
| <b>STEVE M. LEIFSON</b><br><i>Council member</i>                     |     |    |
| <b>RODNEY C. DART</b><br><i>Council member</i>                       |     |    |
| <b>KEIR A. SCUBES</b><br><i>Council member</i>                       |     |    |

I MOVE this ordinance be adopted: Council member

I SECOND the foregoing motion: Council member

### ORDINANCE 01-12

#### ORDINANCE VACATING 800 WEST STREET FROM APPROXIMATELY 3000 NORTH TO APPROXIMATELY 3500 NORTH

WHEREAS, 800 North Street runs north and south on the west end of the Spanish Fork/Springville Airport; and

WHEREAS, the airport runway needs to be expanded to accommodate the needs of larger aircraft and assist the growth of the regional economy; and

WHEREAS, a public hearing to vacate a street was held on Tuesday, the 6<sup>th</sup> day of December, 2011, with notice given in accordance with Utah Code Annotated §10-9a-208; and

WHEREAS, the Council finds it is in the best interest of the public to vacate this

street in order to extend the airport runway;

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

I.

The portion of 800 West Street located between approximately 3000 North and 3500 North, and more particularly described as follows:

30 FEET ON BOTH SIDES OF THE CENTER LINE, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE CENTERLINE OF 800 WEST WHICH IS LOCATED  
SOUTH 360.84 FEET AND EAST 14.33 FEET FROM THE WEST  
QUARTER CORNER OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 2  
EAST, SALT LAKE BASE AND MERIDIAN; THENCE S00°19'56"E ALONG  
THE CENTERLINE OF 800 WEST 860.00 FEET.

is hereby vacated.

II.

In order to extend the airport runway at the Spanish Fork/Springville Airport, the parcel is to be conveyed to Spanish Fork City and Springville City.

III.

The mayor of Spanish Fork is authorized to convey to Spanish Fork City and Springville City the property vacated by this ordinance.

DATED this 7th day of February, 2012.

---

G. WAYNE ANDERSEN, Mayor

Attest:

---

KENT R. CLARK, City Recorder

# Spanish Fork Community Network

# Cable TV Rate Increases

- Providers increase our cost each year
- Our price increases only to cover the added channel costs
- The price increase will not increase SFCN profit
- Over-The-Air channels had the largest increases this year

# Rate Increase Proposal

| <b>Service</b> | <b>Old Price</b> | <b>Cost Increase</b> | <b>New Price</b> |
|----------------|------------------|----------------------|------------------|
| Basic          | \$9.89           | \$2.58               | \$12.47          |
| Expanded Basic | \$45.94          | \$2.60               | \$48.54          |
| Digital Basic  | \$53.40          | \$4.27               | \$57.67          |
| Full Package   | \$83.36          | \$4.27               | \$87.63          |
| Triple Play    | \$87.90          | \$2.60               | \$90.50          |

# Cable TV Cost Increases

|  |      |
|--|------|
| KUTV Channel 2<br>and KMYU                   | 367% |
| KTVX Channel 4 and<br>KUCW Channel 12        | 86%  |
| KSL Channel 5                                | 114% |
| KSTU Channel 13                              | 157% |
| Antenna Channels<br>Average Increase         | 205% |
| Average for other cable<br>channel increases | 6%   |

# The Guilty

- Channel 2 - Sinclair
  - Steve Marks - 813-886-9882
- Channel 4/CW - Newport
  - Michael DiPasquale - 816-751-0200
- Fox13 KSTU
  - Tim Ermish - 801-536-1308

# Preventing Cost Increases

- Expanded Basic increase was tempered by dropping The Mountain and moving Fox Movies into Digital Basic
- Increase would have been \$4.66

# Preventing Cost Increases

- To prevent further increases we would need to drop channels
  - You cannot drop off-air channels
  - The Shopping Channels pay us
  - The most popular channels charge the most
  - You can only drop channels when their contract expires
  - You can't drop individual channels that are bundled

# Competition Comparison

| <b>Service</b> | <b>SFCN</b> | <b>Competition</b> |
|----------------|-------------|--------------------|
| Basic          | \$12.47     | \$17.94            |
| Expanded Basic | \$48.54     | \$61.99            |
| Digital Basic  | \$57.67     | \$78.94            |
| Internet wo/TV | \$35        | \$57.99            |
| Internet w/TV  | \$28        | \$47.95            |

# Spanish Fork Community Network

# ORDINANCE NO. 02-12

## ROLL CALL

| VOTING  | YES | NO |
|---|-----|----|
| G. WAYNE ANDERSEN<br><i>Mayor (votes only in case of tie)</i> |     |    |
| ROD DART<br><i>Council member</i>                             |     |    |
| RICHARD M. DAVIS<br><i>Council member</i>                     |     |    |
| BRANDON B. GORDON<br><i>Council member</i>                    |     |    |
| STEVE LEIFSON<br><i>Council member</i>                        |     |    |
| KEIR A. SCUBES<br><i>Council member</i>                       |     |    |

I MOVE this ordinance be adopted: \_\_\_\_\_

I SECOND the foregoing motion \_\_\_\_\_

## ORDINANCE No. 02-12

### AN ORDINANCE AMENDING PROVISIONS OF THE NOISE ABATEMENT ORDINANCE

WHEREAS, Spanish Fork City has adopted a noise abatement ordinance in order to protect the health and well being of its residents; and

WHEREAS, a number of noise complaints have been made, for which no relief could be obtained, due to the requirements of the noise ordinance, even though the noise complained of was very obnoxious in some of the instances; and

WHEREAS, The City Council finds the amendments to the noise ordinance best protects the interest of quiet neighborhoods, while allowing commercial growth and activity to take place;

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

I.

Spanish Fork Municipal Code Title 9, Chapter 32 is hereby amended to read as follows:

## Chapter 9.32 Noise

|          |                              |
|----------|------------------------------|
| 9.32.010 | Scope and Purpose            |
| 9.32.020 | Definitions                  |
| 9.32.030 | Classifications              |
| 9.32.040 | Noise Measurement Procedures |
| 9.32.050 | Noise Limits                 |
| 9.32.060 | Exceptions                   |
| 9.32.070 | Violation                    |

### 9.32.010 Scope and Purpose

The Council finds that the creation and/or continuation of loud, continuous, or obnoxious noises can be a danger to the general health, safety, welfare, and well being of the residents of the City. The goal of this chapter is to regulate, and if necessary, abate noises which constitute a danger to the general health, safety, welfare, and well being of the residents of the City.

### 9.32.020 Definitions

For the purposes of this ordinance, certain words and phrases used herein are defined as follows:

**"Continuous Sound"** means any sound that exists, essentially without interruption, for a period of two (2) minutes or more.

**"Decibel"** means logarithmic and dimensionless unit of measure often used in describing the amplitude of sound. Decibel is abbreviated dB.

**"Emergency Work"** means work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from an imminent exposure to danger.

**"Motor Vehicles"** shall include, but not be limited to automobiles, trucks, motorcycles, snowmobiles, recreational vehicles, minibikes, go-carts, aircraft and motorboats.

**"Noise"** means an undesired or harmful sound.

**"Noise Source"** means any instrument or device or any thing which produces, reproduces or amplifies sound. The term shall include multiple sources of sound.

**"Person"** means a person, firm, association, partnership, joint venture, corporation or other legal entity, public or private in nature.

**"Residential/Agricultural", "Commercial" or "Industrial"** zones shall conform to the zone designations set forth in the city zoning codes.

### 9.32.030 Classifications

The creation of noise within the City generally may be classified under one of three headings: (1) Sounds of commerce and industry: In this category are those noises necessarily made by commercial vehicles in process of transporting persons or goods, necessary noises of construction or demolition and other sounds necessarily connected with the carrying on of modern business life. Enforcement agencies of the City are hereby specifically authorized to work with the producers of this type of noise to either eliminate, modify and/or muffle such sounds in a way that will allow

progress to continue while minimizing the disturbing effects of the noise. Such noises, when they reach such a stage that they become harmful or disturbing, are declared to be a public nuisance and shall be abated. Refusal to modify excessive noise is a violation of this chapter.

(2) Public disturbance noises: In this category are those noises which because of their intensity, the decibel level, the constancy of the noise or proximity to residences, businesses and generally inhabited areas, create a disturbance to human life and efficiency. Included in this category and typical thereof, though not exclusive of others not so listed, would be the following:

- (a) inadequately or defectively muffled vehicles, engines and motors;
- (b) loud machinery and pneumatic apparatus;
- (c) amplified music or other amplified sounds;
- (d) miscellaneous noises, including those of machinery, gunfire, etc., when their emission creates a public disturbance, either because of the intensity, or disturbing nature and/or the time of the emission. Noises of these categories are a violation of this chapter and are further determined to be a nuisance which may be abated by the proper authorities in the City,

(3) Intentionally caused noises: In this category are those noises which are caused for the sake of making noise without regard to the comfort, sleep, or general health and welfare of other persons. Production of such noise is unlawful and constitutes a misdemeanor. Typical of these type of noises are the following:

- (a) improperly muffled vehicle engines, when the same are rapidly accelerated or decelerated, and especially during such hours that they are likely to interfere with the sleep or peaceful calm of residential neighborhoods;
- (b) sounds that are mechanically, pneumatically or electronically produced or amplified, when the same are not enclosed within a building or enclosure which absorbs the sound, so as not to disturb the surrounding area;
- (c) sounds or music created or amplified within a public building or enclosure with such volume and intensity that the sound produced is actually or potentially dangerous to hearers within the enclosure.

#### **9.32.040 Noise Measurement Procedures**

(1) It is the intent of the city council to incorporate into the noise ordinance those standards of measurement hereinafter set forth, which will take into account the latest scientific advances in noise measurement and control while at the same time, preserving the common sense and common law determination of what constitutes a disturbance or public nuisance. Therefore, sound level measurements, while universally desirable, shall not be required to demonstrate violation of this chapter if other evidence or testimony establishes the creation of a disturbance or public nuisance.

(2) It is the intention that each separate provision of this chapter shall be deemed independent of all other provisions therein, and if any provision of this chapter be declared to be invalid, all other provisions thereof shall remain valid and enforceable.

(3) In no event shall the peak intensity of sound exceed a sound level in excess of the limits established in section 050, measured in decibels,

(4) The decibel meter or other instrument used to measure the intensity of a noise may be placed at any point on the property line (if the noise source radiates into private property) and shall be at least five (5) feet from any wall and not less than three (3) feet above the ground. If it is not possible to measure five (5) feet from a wall, five (5) dB variance will be allowed. When measurements are made inside buildings or enclosures, readings may be obtained from any area to which persons may have access. The following limits refer to the largest reading obtained, using the above procedure.

**9.32.050 Noise Limits**

(1) Noise levels shall be based on continuous noise for two minute intervals or intermittent noise which exceeds the level five or more times within a ten minute period. Noise levels shall not exceed the following limits:

| <u>Zone</u>  | DAY                | NIGHT              |
|--|--------------------|--------------------|
|  | <u>6 am - 9 pm</u> | <u>9 pm - 6 am</u> |
| Residential/Agricultural   | 65 dB (A)          | 55 dB (A)          |
| Commercial (including Public Facility Zone and Professional Office Zone) | 70 dB (A)          | 65 dB (A)          |
| Industrial   | 80 dB (A)          | 65 dB (A)          |

(2) When a noise source can be identified and its noise measured in more than one land use category, the limits of the most restrictive use shall apply at the boundaries between different land use categories.

(3) It shall be unlawful to sustain, in any place of public entertainment, including, but not limited to restaurants, private clubs, cafes, discotheques, or dance halls; any sound levels equal to or in excess of:

One hundred five (105) dBA at any time, (if the sound level exceeds one hundred five (105) dBA at any time, a mandatory ten (10) minutes sound break at a level below eighty-five (85) dBA will be taken). The restriction contained in this subparagraph is in addition to any other applicable limits stated in this chapter

(4) Amplified noise, including music, which can be heard with the human ear at a distance of 200 feet or more from the source of the sound.

(5) Construction noise that is normally associated with building of a building or other infrastructure is limited to the hours of 7:00 a.m. to 9:00 p.m.

(6) Enforcement officials are the Community Development Director, building inspectors, and police officers.

**9.32.060 Exceptions**

(1) Sounds created by emergency activities or emergency vehicles; or sounds giving warning of emergencies shall be exempt from the provisions of this chapter.

(2) Gunfire sounds emanating from the Spanish Fork Gun Club or police firing ranges shall be exempt from the provisions of this chapter.

(3) Sounds created by parades, carnivals, special public social events, or special construction projects may be exempted from the noise provisions of this chapter. An exemption is granted by a permit from the City Manager, or designee, which must be in writing and shall describe:

(a) the special nature of the exempted event;

(b) the dBA limitation (maximum allowed);

(c) the time period for which the exemption is in force. The permit shall be for one event only. The City Manager, or designee, may impose reasonable conditions on the issuance of a permit as necessary to protect the public peace and welfare. The permit may be withdrawn if the provisions thereof are violated.

**9.32.070 Violation**

1. Violation of the noise provisions of this chapter, or of the conditions of an exemption permit shall be a class C misdemeanor.

2. A civil action to abate or enjoin a nuisance, or for damages for causing or maintaining a nuisance (including the cost, if any, of cleaning the subject property), may be brought by Spanish Fork City or by any private person directly affected.

**II.**

This ordinance shall become effective twenty days after and publication.

DATED this 7<sup>th</sup> day of February, 2012

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

Attest:

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Kent R. Clark, City Recorder