



## AMENDED CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on June 5, 2012**.

### AGENDA ITEMS:

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

- a. Pledge, led by invitation
- b. \* [Agenda Request – H. Bradley Organics](#)
- c. Steve Money - Announcements

#### 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:

- a. \* [CPR-AED Awareness Week, June 2012 Proclamation](#)

#### 4. SPANISH FORK 101: Chris Thompson - Sight Distance & Sign Visibility Tree Trimming

#### 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 – May 15, 2012](#)
- b. \* [Financial Advisory Services Agreement – Zions Bank Public Finance](#)
- c. \* [Energy Efficiency Upgrades using ARRA 2009 Funding](#)
- d. \* [Crab Creek Transmission Line Phase II Change Order](#)
- e. \* [1000 North Main Street Signalized Intersection Cooperative Agreement with UDOT](#)

#### 6. PUBLIC HEARING:

- a. Fiscal Year 2013 Budget
- b. Public Hearing to receive comment with regard to (i) the proposed issuance of water revenue bonds and (ii) the potential economic impact that the improvements to be financed with the proceeds of said bonds will have on the private sector.

#### 7. ADJOURN TO REDEVELOPMENT AGENCY

#### 8. NEW BUSINESS:

- a. \* [Proposed Acceptance of the Schwartz Annexation Petition for further study](#)
- b. \* [Ordinance #08-12 Amending the Municipal Code Concerning Storm Water, Energy, and Creating a Telecommunications Utility](#)
- c. UDOT Request to Cul de Sac 400 S at Canyon Road to allow UDOT to construct a signal at the 800 E / 820 E Canyon Road Intersection

#### 9. CLOSED SESSION:

- a. Property Purchase & Sale
- b. Litigation

### 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.



RECEIVED

MAY 15 2012

### AGENDA REQUEST FORM

Date of Meeting Requested to Attend: June 5th 2012

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

Name: H. Bradley Organics  
Address: 962 So 1170 East  
Phone Number: 798-5421

Please list the subject and detailed information regarding your request:

We have proven Technology (residential, commercial, industrial, agricultural & federal) with many local letters of recommendations to solve all hard water problems which will stop all deterioration of capital equipment due to lime or rust.

Equipment needs no chemicals, no outside power, no maintenance, & will not wear out. Saves most chemical costs immediately. We apply only laws of physics to solve problems.

Maintenance Supervisor not willing to consider demo. We are concerned!

H. Bradley  
Signature

5/15/2012  
Date

***CPR-AED Awareness Week June, 2012***  
***Proclamation***

Heart disease affects men, women, and children of every age and race in the United States and it continues to be the leading cause of death in America.

Approximately 383,000 emergency medical services-treated out-of-hospital cardiac arrests occur annually nationwide. Roughly 89 percent of sudden cardiac arrest victims die before being discharged from a hospital. Sudden cardiac arrest results from an abnormal heart rhythm in most adults, often ventricular fibrillation. Unfortunately, only 41 percent of out-of-hospital cardiac arrest victims receive bystander cardiopulmonary resuscitation (CPR).

Prompt delivery of CPR more than doubles the victim's chance of survival by helping to maintain vital blood flow to the heart and brain, increasing the amount of time in which an electric shock from a defibrillator may be effective.

Moreover, an automated external defibrillator (AED), even when used by a bystander, is safe, easy to operate and, if used immediately after the onset of sudden cardiac arrest, highly effective in terminating ventricular fibrillation so the heart can resume a normal, effective rhythm.

For every minute without bystander CPR, survival from witnessed cardiac arrest decreases 7-10 percent. The interval between the 911 telephone call and the arrival of Emergency Medical Services personnel is usually longer than five minutes; therefore, a cardiac arrest victim's survival is likely to depend on a public trained in CPR and AED use and access to these lifesaving devices.

The American Heart Association, the American Red Cross and the National Safety Council are preparing a public awareness and training campaign on CPR and AED use, to be held during the first week of June.

NOW, THEREFORE, I, Mayor G. Wayne Andersen, Spanish Fork, Utah, by virtue of the authority vested in me by the Constitution and laws of Utah, do hereby proclaim June, 2012, as National CPR and AED Awareness Week. I commend the good work of the American Heart Association, the American Red Cross and the National Safety Council and I encourage all Americans to become properly trained in CPR and AED usage.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of June, in the year two thousand twelve, and of the State of Utah.

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Mayor G. Wayne Andersen  
Spanish Fork City, Utah

Tentative Minutes  
Spanish Fork City Council Meeting  
May 15, 2012

**Site Visit: North Park Commercial Development**

4:00 pm – 4:45 pm

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; Dave Anderson, Community Development Director.

**Work Session**

Time: 5:11pm

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; Angie Warner, Deputy Recorder; Cary Hanks, Chamber of Commerce Director; Cary Robarge, President; Brad Tanner, Vice President; Mike Mendenhall, Past President.

Cary Robarge welcomed everyone and said the Chamber of Commerce has asked to meet with the City Council regarding the Chamber of Commerce contract with the City. The Chamber of Commerce would like to discuss what they have been doing and welcome any feedback from the City Council and staff.

Mayor Andersen congratulated the chamber of commerce for their progress through the past couple of years. Mayor Andersen said the City appreciates the partnership.

Cary Hanks handed out a document about the accomplishments and goals that the Chamber of Commerce executive board has created.

Cary Robarge said the contract does not expire for another 2 years, but the board has been reviewing it to see what needs to be changed, if anything. The Chamber of Commerce wants to be self sufficient but keep and enhance the partnership.

Cary Robarge reviewed some of the items on the presented document.

Cary Robarge said the Chamber of Commerce has communicated with Salem City and they increased their involvement from \$500 to \$1000 platinum membership.

Mike Mendenhall commented that with some of the change in the Salem City Council, they are attending more events and trying to be more involved.

Mayor Andersen asked if the Chamber of Commerce thinks that the chamber members are happy.

49 Cary Robarge expressed that yes they are because they attend our events. Because they like  
50 that we involve the small, medium and large businesses.

51  
52 Discussion about solicitors, fundraisers, contributors.

53  
54 Discussion about the Chamber of Commerce working with the City to bring events to our City.

55  
56 Councilman Dart asked for feedback regarding the sign ordinance for business owners on Main  
57 Street.

58  
59 Mike Mendenhall said they like it.

60  
61 Cary Robarge said the Chamber of Commerce has become self-sustaining and are requesting  
62 from the council to recommend a change to the contract regarding the city's contribution and  
63 remove the declining scale.

64  
65 Councilman Leifson expressed that he thinks that Salem should step up and contribute more.

66  
67 Mayor Andersen would like to further discuss this with the council at another meeting.

68  
69 **\*\*Break at 5:55 pm to prepare for regular session of the City Council meeting.**

70  
71 Elected Officials Present: Mayor G. Wayne Andersen, Councilmembers Steve Leifson, Rod Dart,  
72 Keir A. Scoubes, Richard Davis, Brandon Gordon.

73  
74 Staff Present: David Oyler, City Manager; Junior Baker, City Attorney; Seth Perrins, Assistant  
75 City Manager; Dave Anderson; Community Development Director; Chris Thompson, Public  
76 Works Director; Kent Clark City Recorder/Finance Director; Angie Warner, Deputy Recorder.

77  
78 Citizens Present: Tyler Aitken, Johnathan Ward, ALA Baseball Team, Miss Pleasant Grove  
79 Royalty.

80  
81 **CALL TO ORDER, PLEDGE, RECOGNITION:**

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

83  
84 Clayton Gardner led in the pledge of allegiance.

85  
86 **Pleasant Grove City Royalty**

87 Pleasant Grove City Royalty invited Spanish Fork to attend Strawberry Days June 19-23. The  
88 Royalty highlighted the events that will be at Strawberry Days.

89  
90 **ALA Baseball Team**

91 ALA Baseball Team thanked the City Council and the Parks & Recreation for letting them use the  
92 Spanish Fork baseball fields to play their games.

93  
94 Mayor Andersen thanked the team for coming tonight.

95  
96 **PUBLIC COMMENTS:**

97 Cary Hanks, Cary Robarge and Mike Mendenhall with the Chamber of Commerce handed out the  
98 newspaper that the chamber prints each month. They reviewed some of the events in the City.

99

100 **COUNCIL COMMENTS:**

101 Councilman Scoubes said he attended solid waste board meeting and they are working on finding  
102 potential investors for the gas to energy project.

103

104 Councilman Dart thanked the Mayor for how well he represents Spanish Fork City.

105

106 Councilman Davis said the Fiesta Days committee met and the celebration is just a couple of  
107 months away. The City needs volunteers to help with the safety of the candy throwing during the  
108 parade. Councilman Davis thanked the recreation department for all the opportunities they  
109 provide for all ages. Councilman Davis said the Diamond Fork Riding Club held an event for the  
110 veterans last week. Veterans and their families had the opportunity to ride horses and were  
111 provided dinner. Councilman Davis reminded the public that Memorial Day is coming up and we  
112 are in need of volunteers to help on the 24<sup>th</sup> of May to set up the crosses at the cemetery.

113 Councilman Davis received a letter from a concerned citizen that expressed their opinion that the  
114 council does not treat the public very well when they are in attendance of city council meeting.

115

116 Mayor Andersen said he hopes the council is not perceived as talking down to the public, but if a  
117 citizen has been given the wrong facts, the council wants to give them the correct information.

118 We recognize that maybe not all the information is presented in the meeting but the Council has

119 been given the information before because some items take months to going through. Mayor

120 Andersen stated that all items are important and we take our jobs seriously.

121

122 Councilman Gordon said the Youth Council will be helping with the planting on Main Street this  
123 weekend. Also, the 2<sup>nd</sup> Annual Little Miss Spanish Fork will be on June 1<sup>st</sup> and June 2<sup>nd</sup>.

124

125 **SPANISH FORK 101:** Chris Thompson - Storm Drain Utility Equivalent Service Units Proposing  
126 all residential lots and attach it to the electric bill so it will be for the unit.

127

128 Chris Thompson said he had a business owner approach him about a storm drain utility fee that  
129 was higher than his electricity bill. In the City Ordinance it says if you are not connected directly  
130 to the storm drain that person would not have to pay the fee. If you were connected, you paid  
131 the fee. The City wants to be fair and consistent. Mr. Thompson stated that 90% of the water in  
132 our storm drains comes from the streets. And all property owners should have a fair portion of  
133 the storm drain fee. A study was done to figure the amount that each home/unit would pay for  
134 the storm drain fee. Areas that currently do not have storm drain have been added to the plans  
135 to install storm drain pipes.

136

137 Councilman Gordon asked if there is an increase in the budget

138

139 Chris Thompson said yes.

140

141 City Council agreed with what was presented.

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143 **CONSENT ITEMS:**

144 a. Minutes of Spanish Fork City Council Meeting – May 1, 2012

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Councilman Leifson made a **Motion** to **approve** the consent items.  
Councilman Dart **Seconded** and the motion **Passed** all in favor.

**NEW BUSINESS:**

**Drinking Water, Electric, Pressurized Irrigation, Storm Drain and Waste Water Masterplan Revisions**

Chris Thompson said each year staff updates each one of these ten year plans to be presented to City Council. Mr. Thompson reviewed a few changes.

Councilman Scoubes made a **Motion** to **approve** the Drinking Water, Electric, Pressurized Irrigation, Storm Drain and Waste Water Masterplan Revisions.

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

**Resolution #12-04 Consideration for Adoption of a Resolution of the City Council of Spanish Fork City, Utah Authorizing the Issuance and Sale of Not More Than \$4,100,000 Aggregate Principal Amount of Water Revenue Bonds, Series 2012; and Related Matter**

Kent Clark said this issue was discussed last meeting to start the process for issuing water bonds. This resolution authorizes the bond to move forward with the parameters included.

Johnathan Ward stated that the issuance and sale is not to exceed more than \$4,100,000 with the interest rate at 5% coupon.

Councilman Leifson made a **Motion** to **approve** the Resolution #12-04 Consideration for Adoption of a Resolution of the City Council of Spanish Fork City, Utah Authorizing the Issuance and Sale of Not More Than \$4,1000,000 Aggregate Principal Amount of Water Revenue Bonds, Series 2012; and Related Matter.

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

**Proposed Policy on Incentives for Existing Industries**

Dave Andersen said the City has been approached by businesses here in town regarding incentives if they expand. There are certain benchmarks outlined for progress so this is mostly performance based requirements.

Councilman Davis said that council and staff have been discussing this for a while.

Councilman Davis made a **Motion** to **approve** the Proposed Policy on Incentives for Existing Industries.

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

**Ordinance #06-12 Amending Parking Requirements in Commercial Areas**

Dave Anderson said that in the City on Main Street today we have parking restrictions for time period of 3 hours. Business owners have complained of employees for neighboring businesses, parking in the customer parking that takes away business.

Discussion took place regarding if the ordinance is passed the problem will spread to the customers and employees parking in front of homes.

Dave Anderson clarified that City code says public can park in front of a home for no more than 72 hours.

196 Councilman Leifson commented that he feels that we don't need to apply this to the whole City.  
197 Let's just take care of the problems as they arise. Then also, inform the businesses of the  
198 parking situations.  
199

200 Councilman Leifson made a **Motion to Table** the Ordinance #06-12 Amending Parking  
201 Requirements in Commercial Areas.

202 Councilman Dart **Seconded** and the motion **Passed** all in favor with a roll call vote.  
203

204 **Ordinance #07-12 Amending Title 2 – Administration of Government; Title 4 – Employee  
205 Personnel System; Title 7 – General Government Boards, Commissions and Committees**

206 Junior Baker said council and staff have reviewed and made significant changes to the presented  
207 titles. Some of the changes are clerical and to will get the titles up to date with state law.  
208

209 Junior Baker reviewed the changes and said because these changes affect the form of  
210 government; state law gave Mayor Andersen a vote  
211

212 Mayor Andersen made a **Motion to approve** the Ordinance #07-12 Amending Title 2 –  
213 Administration of Government; Title 4 – Employee Personnel System; Title 7 – General  
214 Government Boards, Commissions and Committees with some changes tonight

215 Councilman Gordon **Seconded** and the motion **Passed** all in favor with a roll call vote including an  
216 affirmative vote from Mayor Andersen.  
217

218 **Historical Committee Board Appointments**

219 This agenda item was not discussed.  
220

221 **ADJOURN:**

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

223 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 9:00 p.m.  
224

225 **ADOPTED:**  
226

227 \_\_\_\_\_  
Angie Warner, Deputy Recorder



**Agreement  
for  
Financial Advisory Services**

THIS AGREEMENT, entered into as of the 5th day of June, 2012 by and between CITY OF SPANISH FORK, herein called the "City," and ZIONS BANK PUBLIC FINANCE, a division of Zions First National Bank, hereinafter called the "Company,"

WITNESSETH

WHEREAS, the City desires to avail itself of the experienced financial advisory service of the Company in the financing of capital projects which most likely will involve the structuring and marketing of municipal securities of the City, and the Company desires to furnish such services to the City;

NOW, THEREFORE, the City and the Company agree as follows:

1. The Company agrees to render the following services on behalf of the City:

(a) To provide the City expert financial advice and assistance on fiscal matters pertaining and preliminary to the issuance and sale of securities of the City, including but not limited to tax anticipation, general obligation, revenue, tax allocation, lease or other forms of securities or financings to be designated.

(b) To make studies of methods of structuring financing and securities issues, including recommendations as to tax and utility rates, payment and security details and bond specifications believed advantageous to the City and submit studies to the City for the City's final determination regarding methods of financing.

(c) To confer with recognized bond attorneys to be selected and employed by the City to issue their approving legal opinion in connection with proceedings authorizing the issuance of securities. These attorneys will be paid directly by the City.

(d) To assist with the preparation of an Official Statement, or other offering documents for each security issue setting forth financial and other information about the City and the securities to be sent to prospective purchasers of the securities. As an alternative to hiring separate disclosure counsel, and at the option of the City, the Company agrees to prepare the Official Statement on behalf of the City for a fee of \$5,000. Actual printing expenses of the offering document are to be paid by the City.

(e) To mail the Official Statement the offering document, together with the Notice of Sale, to investment dealers and institutions Company believes would be interested in the City's securities. Before the offering document is mailed, it shall be approved by the City.

(f) To submit upon review and approval of the City, data concerning the financing to Moody's Investors Service, Standard and Poor's, and/or Fitch Ratings Groups in an endeavor to obtain a favorable rating, the actual fees and related expenses are to be paid by the City.

(g) To have a representative present at meetings, when requested or notified, on matters concerning securities issues, at the opening of bids and at delivery of the bonds.

(h) To have a representative at a "Due Diligence" meeting of officials and staff prior to printing and distributing the Official Statement or offering document for the purpose of verifying the accuracy of information contained in such Official Statement or offering document and making full disclosure of all information which could be considered "material" to any purchaser and to authorize and direct appropriate City officers to execute a certificate for insertion in the Official Statement and closing documents confirming the truth, accuracy and completeness of all information contained in the Official Statement.

(i) To advise and assist the City in selecting the most advantageous financing structure. In the event that bonds are to be issued and a public sale is deemed most advantageous to the city the services enumerated above will be provided. If it is deemed a negotiated sale is the most advantageous to the City, Company will assist, as directed by the City, in soliciting and analyzing proposals. The City will select the firm to underwrite the securities issue. In addition, the Company will analyze purported savings to be made in refunding proposals and will assist in structuring refundings within the context of the City's financial plan, philosophy and directions.

2. The City agrees that in consideration of the foregoing services to be performed by the Company, the City will do the following:

(a) The City will cooperate with the Company and will give the Company all information which is reasonably calculated to enable the Company to market the securities.

(b) The City will pass such ordinances and resolutions and perform such reasonable acts as may be necessary to assure compliance with all applicable laws, ordinances and constitutional provisions pertaining to the issuance of its securities.

(c) The City will furnish to the Company certified copies of all minutes from meetings and proceedings taken, affidavits of publications, etc., in connection with any of the securities issued by the City.

(d) The city will pay the Company for services herein outlined and other services incidental hereto in accordance with the attached fee schedule or at some other mutually agreed upon fee. Out-of-pocket costs including travel shall be at the City's request and will be reimbursable at the Company's actual cost.

3. This agreement will expire June 30, 2017, unless renewed prior to that date. Either party may cancel and terminate this agreement for any reason upon thirty (30) days prior written notice.

4. The Company may for its own account or in association with others, submit a bid for the purchase of securities when they are advertised for competitive closed bid sale.

5. The information used in developing forecast assumptions will be derived from published information and other sources that the Company considers appropriate. However, it does not assume responsibility for the accuracy of such material. Moreover forecasts are subject to many uncertainties as to the future; therefore, the Company does not represent that any projections of growth will be representative of the results that actually will occur.

6. The Company's services consist solely in providing expert and experienced assistance to municipalities as financial advisor and consultant. The company does not render any legal, accounting or actuarial advice. The Company is not registered as nor will it perform the services of an "investment advisor" and will not advise "as to the value of securities or as to the advisability of investing in, purchasing, or selling securities" nor will issue "analyses or reports concerning securities."

7. This agreement constitutes the entire agreement between the parties and cannot be altered or assigned by one party without the prior written consent of the other.

8. This agreement shall be interpreted under the laws of and enforced in the courts of the State of Utah.

9. The Company agrees to indemnify, save harmless and defend the City from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of the Company's negligent performance hereunder as such negligence may be determined by law.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and year first above written.

CITY OF SPANISH FORK, UTAH

ATTEST:

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

\_\_\_\_\_

ZIONS BANK PUBLIC FINANCE  
Zions First National Bank

By \_\_\_\_\_  
Johnathan Ward, Vice President

## ATTACHMENT A

The fees for professional advisory services should be fair to both parties, and negotiated from a basis of trust and full disclosure at the time the scope of the work is more definitely known. Our policy is to provide expert and professional financial advisory service. We suggest negotiating fees with the City when the scope of work is more in focus based on the value of our services, time involvement and competitive trends in our industry.

### FINANCIAL ADVISORY FEE SCHEDULE

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For the Issuance of General Obligation Bonds: (Minimum \$12,000)	\$2.00/\$1,000
For the Issuance of Sales Tax Revenue Bonds: (Minimum \$15,000)	\$2.25/\$1,000
For the Issuance of Utility Revenue Bonds: (Minimum \$15,000)	\$2.50/\$1,000
For the Issuance of Lease Revenue Bonds: (Minimum \$16,000)	\$3.00/\$1,000
For the Issuance of Tax Increment Bonds: (Minimum \$16,000)	\$4.00/\$1,000
For the Issuance of Special Assessment (SAA) Bonds: (Minimum \$20,000)	\$5.00/\$1,000

### OUT OF POCKET EXPENSES

As you are aware, there are transactional costs depending on the type of debt issued. These expenses by category may include advertising, blue sky memorandum, bond printing, closing expenses, long distance communications, computer services, special consultants such as escrow verification, CPA, engineering, architect, fees or escrow agent, bond insurance, bond counsel, special postage and shipping, fees of rating agencies, travel of City officials, trustee set-up fees, and other miscellaneous expenses. The relevant portions of these fees and expenses will generally either be paid directly by the City or paid by the financial advisor and then reimbursed by the City.

We caution the City that occasionally a financing may result as being very complex — requiring a significant increase in the amount of meetings, public hearings, time and travel. Should such extraordinary complexities arise we would charge a higher fee as would be mutually agreeable.



## Staff Report to City Council

<b>Agenda Date:</b>	June 5, 2012
<b>Staff Contacts:</b>	Bill Bushman
<b>Reviewed By:</b>	Dale Robinson
<b>Subject:</b>	Energy Efficiency Upgrades using ARRA 2009 Funding

### **Background Discussion:**

American Reinvestment and Recovery Act 2009 (ARRA) Funding has been awarded to Spanish Fork City through the Utah Office of Energy Development (OED) to make energy efficiency upgrades to City facilities. The OED has approved \$12,222.00 for interior lighting upgrades on the Fairgrounds small indoor arena, the office shop, the fairgrounds shop. In addition \$7,807.42 has been approved for insulation upgrading in the ceiling of the High Chaparral. Also, \$20,000.00 has been approved to conduct a commissioning service of the Justice Center to ensure that all systems are functioning properly, maximizing efficiency and that the City staff has adequate training and system documentation.

### **Budgetary Impact:**

All contractor invoices paid by the city to the contractors are reimbursed by the OED for pre-approved projects.

### **Alternatives:**

Other quotes, proposals and bids received and considered.

### **Recommendation:**

1. We recommend that the City Council approves the use of budget funds for these projects.
2. We recommend that the Mayor signs the Notice of Award, Notice to Proceed and the Agreement with Sylvania Lighting Services Corp. for the Fairgrounds Lighting Renovation Project. (3 signatures)
3. We recommend that the Mayor signs the Notice of Award, Notice to Proceed and the Agreement with Hansen All Seasons Insulation for the Fairgrounds High Chaparral Insulation Upgrade Project. (3 signatures)

4. We recommend that the Mayor signs The Spanish Fork City Agreement with EEI, the Notice of Award, Notice to Proceed, and the EEI Agreement with Spanish Fork City for the Justice Center Commissioning Project. (4 signatures)

**Attachments:**

AGREEMENT Sylvania Lighting Services 6-1-12

AGREEMENT Hansen All Seasons Insulation 6-1-12

AGREEMENT EEI JC Commissioning 6-1-12

JC Commissioning Agreement May 25, 2012 6-1-12



## AGREEMENT

This Agreement, made this **1st** day of **June**, 2012, by and between Spanish Fork City hereinafter called "OWNER" and **Sylvania Lighting Services Corp.** doing business as (a partnership, corporation or individual) hereinafter called "CONTRACTOR". Witnesseth: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the **Spanish Fork City Facilities Lighting Retrofit, Item "F" Fairgrounds.**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the Contract Documents within **50 (FIFTY)** calendar days after the date of the Notice To Proceed.
4. The CONTRACTOR agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the fixed sum of **\$12,222.00**, or as shown in the Bid Schedule.
5. The term "Contract Documents" means and may included the following:
  - (A) Notice of Request for Proposal
  - (B) Request for Proposal Documents
  - (C) Agreement
  - (D) Notice of Award
  - (E) Notice to Proceed
  - (F) Change Order
  - (G) Drawings prepared by Spanish Fork City
  - (H) Addenda:
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Request for Proposal, **Spanish Fork City Facilities Lighting Retrofit Request for Proposal dated April 10, 2012**
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

In witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in ( duplicate ) each of which shall be deemed an original on the date first above written.

OWNER:

Spanish Fork City Corporation

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

CONTRACTOR:

TO: Sylvania Lighting Services Corp.

By: Tim Lesch, President.

Address: 3455 W 1820 S, Site 105.

Salt Lake City, Utah 84014

Subscribed and sworn to me this \_\_\_\_\_ day of June, 2012

Attest:

\_\_\_\_\_  
Notary Public



**NOTICE OF AWARD**

DATE: June 1, 2012

TO: Sylvania Lighting Services Corp.

By: Tim Lesch, President.

Address: 3455 W 1820 S, Site 105.

Salt Lake City, Utah 84014

PROJECT DESCRIPTION: **Spanish Fork City Facilities Lighting Retrofit, Item "F" Fairgrounds.**

The OWNER having considered the proposal submitted by you for the above described work in response to its Advertisement for Request for Proposal dated **April 10, 2012.**

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

**\$12,222.00,**

You are required to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, Status Verification System Certification and Certificates of Insurance **within fifteen (15) calendar days** from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bond(s), Status Verification System Certification and Certificates of Insurance within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your proposal as abandoned. The OWNER will be entitled to such other rights as may be granted by law. **You are required to return an acknowledged copy of this Notice of Award to the OWNER.**

DATED THIS 1st DAY OF June, 2012.

**SPANISH FORK CITY CORPORATION**

BY: \_\_\_\_\_  
OWNER

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

BY: \_\_\_\_\_  
CONTRACTOR

THIS THE \_\_\_\_ DAY OF June, 2012.



**NOTICE TO PROCEED**

DATE: June 1, 2012

TO: Sylvania Lighting Services Corp.

By: Tim Lesch, President.

Address: 3455 W 1820 S, Site 105.

Salt Lake City, Utah 84014

PROJECT DESCRIPTION: Spanish Fork City Facilities Lighting Retrofit, Item "F" Fairgrounds.

You are hereby notified to commence **work** in accordance with the Agreement dated June 1, 2012. The date of completion of all work is therefore **July 20, 2012.**

SPANISH FORK CITY CORPORATION  
OWNER

BY: \_\_\_\_\_  
OWNER

**You are required to return an acknowledged copy of this Notice of Award to the OWNER.**

**ACCEPTANCE OF NOTICE**

RECEIPT OF THE ABOVE NOTICE TO PROCEED IS HEREBY ACKNOWLEDGED

BY: \_\_\_\_\_,  
CONTRACTOR

THIS THE \_\_\_\_ DAY OF June, 2012.



## AGREEMENT

This Agreement, made this **1st** day of **June**, 2012, by and between Spanish Fork City hereinafter called "OWNER" and **Hansen/ All Seasons Insulation** doing business as (a partnership, corporation or individual) hereinafter called "CONTRACTOR". Witnesseth: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the **Spanish Fork City Fairgrounds High Chaparral Attic Insulation**.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the Contract Documents within **50 (FIFTY)** calendar days after the date of the Notice To Proceed.
4. The CONTRACTOR agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the fixed sum of **\$7807.42**, or as shown in the Bid Schedule.
5. The term "Contract Documents" means and may included the following:
  - (A) Notice of Request for Proposal
  - (B) Request for Proposal Documents
  - (C) Agreement
  - (D) Notice of Award
  - (E) Notice to Proceed
  - (F) Change Order
  - (G) Drawings prepared by Spanish Fork City
  - (H) Addenda:
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Request for Proposal.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

In witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in ( duplicate ) each of which shall be deemed an original on the date first above written.

OWNER:

Spanish Fork City Corporation

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

CONTRACTOR:

TO: Sylvania Lighting Services Corp.

By: Tim Lesch, President.

Address: 3455 W 1820 S, Site 105.

Salt Lake City, Utah 84014

Subscribed and sworn to me this \_\_\_\_\_ day of June, 2012

Attest:

\_\_\_\_\_  
Notary Public



**NOTICE OF AWARD**

DATE: June 1, 2012

TO: Sylvania Lighting Services Corp.

By: Tim Lesch, President.

Address: 3455 W 1820 S, Site 105.

Salt Lake City, Utah 84014

PROJECT DESCRIPTION: **Spanish Fork City Facilities Lighting Retrofit, Item "F" Fairgrounds.**

The OWNER having considered the proposal submitted by you for the above described work in response to its Advertisement for Request for Proposal dated **April 10, 2012.**

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

**\$12,222.00,**

You are required to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, Status Verification System Certification and Certificates of Insurance **within fifteen (15) calendar days** from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bond(s), Status Verification System Certification and Certificates of Insurance within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your proposal as abandoned. The OWNER will be entitled to such other rights as may be granted by law. **You are required to return an acknowledged copy of this Notice of Award to the OWNER.**

DATED THIS 1st DAY OF June, 2012.

**SPANISH FORK CITY CORPORATION**

BY: \_\_\_\_\_  
OWNER

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

BY: \_\_\_\_\_  
CONTRACTOR

THIS THE \_\_\_\_ DAY OF June, 2012.



**NOTICE TO PROCEED**

DATE: June 1, 2012

TO: Sylvania Lighting Services Corp.

By: Tim Lesch, President.

Address: 3455 W 1820 S, Site 105.

Salt Lake City, Utah 84014

PROJECT DESCRIPTION: Spanish Fork City Facilities Lighting Retrofit, Item "F" Fairgrounds.

You are hereby notified to commence **work** in accordance with the Agreement dated June 1, 2012. The date of completion of all work is therefore July 20, 2012.

SPANISH FORK CITY CORPORATION  
OWNER

BY: \_\_\_\_\_  
OWNER

**You are required to return an acknowledged copy of this Notice of Award to the OWNER.**

**ACCEPTANCE OF NOTICE**

RECEIPT OF THE ABOVE NOTICE TO PROCEED IS HEREBY ACKNOWLEDGED

BY: \_\_\_\_\_,  
CONTRACTOR

THIS THE \_\_\_\_ DAY OF June, 2012.



## AGREEMENT

This Agreement, made this **1st** day of **June**, 2012, by and between Spanish Fork City hereinafter called "OWNER" and **Engineering Economics Inc.** doing business as (a partnership, corporation or individual) hereinafter called "CONTRACTOR". Witnesseth: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the **Spanish Fork City Justice Center Commissioning Services.**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the Contract Documents within **50 (FIFTY)** calendar days after the date of the Notice To Proceed.
4. The CONTRACTOR agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the fixed sum of **\$20,000.00**, or as shown in the Bid Schedule.
5. The term "Contract Documents" means and may included the following:
  - (A) Notice of Request for Proposal
  - (B) Request for Proposal Documents
  - (C) Agreement
  - (D) Notice of Award
  - (E) Notice to Proceed
  - (F) Change Order
  - (G) Drawings prepared by Spanish Fork City
  - (H) Addenda: No. 1, Dated April 12, 2012.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Request for Proposal.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

In witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in ( duplicate ) each of which shall be deemed an original on the date first above written.

OWNER:

Spanish Fork City Corporation

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

CONTRACTOR:

Engineering Economics Inc.

By: Jarrell D. Wenger, PE, LEED® AP.

Address: 780 Simms Street, Suite 210.

Golden, Colorado 80401

Subscribed and sworn to me this \_\_\_\_\_ day of June, 2012

Attest:

\_\_\_\_\_  
Notary Public



**NOTICE OF AWARD**

DATE: June 1, 2012

TO: Engineering Economics Inc.

By: Jarrell D. Wenger, PE, LEED® AP.

Address: 780 Simms Street, Suite 210.

Golden, Colorado 80401

PROJECT DESCRIPTION: **Spanish Fork City Justice Center Commissioning Services**

The OWNER having considered the proposal submitted by you for the above described work in response to its Advertisement for Request for Proposal dated **April 5, 2012.**

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

**\$20,000.00.**

You are required to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Status Verification System Certification and Certificates of Insurance **within fifteen (15) calendar days** from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bond(s), Status Verification System Certification and Certificates of Insurance within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your proposal as abandoned. The OWNER will be entitled to such other rights as may be granted by law. **You are required to return an acknowledged copy of this Notice of Award to the OWNER.**

DATED THIS 1st DAY OF June, 2012.

SPANISH FORK CITY CORPORATION

BY: \_\_\_\_\_  
OWNER

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

BY: \_\_\_\_\_  
CONTRACTOR

THIS THE \_\_\_\_ DAY OF June, 2012.



**NOTICE TO PROCEED**

DATE: June 1, 2012

TO: Engineering Economics Inc.

By: Jarrell D. Wenger, PE, LEED® AP.

Address: 780 Simms Street, Suite 210.

Golden, Colorado 80401

PROJECT DESCRIPTION: **Spanish Fork City Justice Center Commissioning Services**

You are hereby notified to commence **work** in accordance with the Agreement dated June 1, 2012. The date of completion of all work is therefore **July 20, 2012**.

SPANISH FORK CITY CORPORATION  
OWNER

BY: \_\_\_\_\_  
OWNER

**You are required to return an acknowledged copy of this Notice of Award to the OWNER.**

**ACCEPTANCE OF NOTICE**

RECEIPT OF THE ABOVE NOTICE TO PROCEED IS HEREBY ACKNOWLEDGED

BY: \_\_\_\_\_,  
CONTRACTOR

THIS THE \_\_\_\_ DAY OF June, 2012.



## Engineering Economics, Inc.

780 Simms Street, Suite 210  
Golden, Colorado 80401

telephone: 303.239.8700  
facsimile: 303.239.9982

May 25, 2012

Mr. Bill Bushman  
Building & Grounds Maintenance Supervisor  
40 South Main Street  
Spanish Fork, Utah 84660

**Re: Spanish Fork Justice Center Building  
Commissioning Services  
Proposal No.: 01-12175**

Dear Bill:

Engineering Economics, Inc. (EEI) is pleased to present this proposal for commissioning of the Justice Center Building in Spanish Fork, Utah. We understand that the facility is 60,200 square feet and was built in 2008.

To reduce the commissioning fee to within the available funding, we have modified the Scope of Work described in the Spanish Fork Justice Center Building Request for Proposal of Commissioning Services, dated April 5, 2012. The goal of the commissioning effort is to achieve building performance for functionality, energy efficiency, reliability and maintainability.

We have added scope to perform a thorough review and analysis of the design and construction of the building systems to determine if the original design and installation is deficient.

We will functionally test a representative sample of the ground source heat pumps in lieu of all units, and formal functional test procedures will not be provided, but the written sequences of operation will still be fully tested. Issues and deficiencies will be documented in the Commissioning Issues Log, along with other miscellaneous information such as meeting minutes and training record.

### **SCOPE OF WORK**

#### **Building Systems to be Commissioned**

1. Central building automation system
2. Heating, ventilating and air conditioning system
3. Ground source heat pump system
4. Lighting control system

## **Commissioning Planning**

Conduct a thorough review of the building design documents prior to visiting the site. Prepare a written design review summary.

Utilize outline Functional Tests to guide the commissioning process.

## **Functional Testing**

Perform on-site functional testing of equipment and systems to verify intended performance. A maximum of 10 heat pumps will be tested. A sampling of four heat recovery ventilators will be tested. All ground source heat pump hydronic equipment and systems will be tested. Building pressurization will be analyzed. We anticipate making one or two multi-day site visits to the building to complete functional testing and site work.

Adjustments to the HVAC control system will be made during the course of commissioning, including minor modifications in programming, schedules and set points.

Provide ongoing documentation of the commissioning process, including a design review letter and an Issues Log to document and track issues.

## **Commissioning Record and Training**

Develop a Systems Manual with diagrams and narrative to explain systems and guide operation of the commissioned systems.

Provide a Final Commissioning Report to document the entire commissioning process.

The Commissioning Record will consist of:

1. Design review findings and recommendations
2. Commissioning Issues Log
3. Systems Manual

Provide maintenance staff and building occupant training during the functional testing and during a single follow-up visit to the site. The Systems Manual will be used as a guide for training and source of information for continuing maintenance.

## **SCHEDULE**

We are prepared to commence commissioning activities on June 1, 2012, completing the commissioning process by July 15, 2012.

## **FEE**

We propose to complete the above Scope of Work, inclusive of expenses, for a fixed fee of \$20,000.

Mr. Bill Bushman  
May 25, 2012  
Page 3

Any additional services requested beyond the agreed scope will be performed at our standard hourly rates. Our standard rate schedule is attached.

**TERMS AND CONDITIONS**

Terms and conditions will be per our standard Terms and Conditions, as attached. Please note that as a professional services firm, we do not normally post a performance bond. The cost of such a bond would be in addition to the fee quoted above.

We very much look forward to working with you.

Sincerely,

**Engineering Economics Inc.**



Jarrell D. Wenger, PE, LEED® AP

Approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

SPANISH FORK, UTAH

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

IF APPROVED, PLEASE SIGN AND RETURN A COPY OF THIS AGREEMENT.

**ENGINEERING ECONOMICS, INC.**  
**COLORADO**

**CONSULTING RATE SCHEDULE**  
**JANUARY 2012**

	<u>Up To</u>
Principal .....	\$160/Hour
Sr. Project Manager .....	\$140/Hour
Project Manager .....	\$120/Hour
Sr. Controls Specialist / Sr. Commissioning Technician.....	\$115/Hour
Sr. Project Engineer .....	\$110/Hour
Controls Specialist / Commissioning Technician.....	\$95/Hour
Project Engineer.....	\$90/Hour
Production Specialist.....	\$90/Hour
Support Engineer .....	\$80/Hour
Designer / CAD Operator .....	\$75/Hour
Technical Support / Project Administrator.....	\$65/Hour
Administrative Support .....	\$60/Hour

**CONSULTANTS**

110% of invoice received

**REIMBURSABLE EXPENSES**

Tools and Equipment Usage .....	at market rates
Photocopies and Prints (in-house).....	at market rates
Mileage: Personal Car .....	at IRS rates
Postage.....	at cost
Travel Expenses.....	at cost
Other Expenses.....	at cost

These are current rates and are subject to review and revision annually.

Modifications by Jarrell Wenger, May 25, 2012.

**Engineering Economics, Inc. (EEI)**  
**General Terms and Conditions**

1. Representatives and Notices

- A. Engineering Economics, Inc. (EEI) shall designate a Project Manager who will be responsible to manage and direct EEI's performance of Services. All instructions, requests for changes, and formal notices from Client to EEI shall be directed by Client's Representative, in writing, to the Project Manager. EEI's Project Manager shall have authority to act for EEI in all matters concerning the Project.
- B. Client shall designate a Representative to whom all of EEI's requests for instructions, changes, and formal notices will be directed. Client's Representative shall have authority to act for Client in all matters concerning the Project.
- C. All notices, instructions, change orders, and other formal communications shall be made in writing and shall be deemed effective as of the date and time of receipt.
- D. The provisions of this general paragraph do not preclude the transmission of routine correspondence, drawings, messages, and information pursuant to the Project.

2. Client-Furnished Data

- A. Client shall provide at no cost to EEI, necessary drawings, surveys, physical site data, and other pertinent information required for the performance of Services, and EEI shall be entitled to rely on same.
- B. When EEI provides commissioning services, the Client agrees that EEI shall be entitled to rely upon the completeness and accuracy of all information provided by the Client to EEI. The Client further agrees that EEI shall not be responsible in any way for errors or omissions contained in any drawings or specifications prepared by others or for errors or omissions by others in incorporating EEI's recommendations into the reports, drawings, or specifications. In addition, the Client agrees to waive all claims against EEI arising from the services performed by others on the Project or from the services to be provided by EEI under this Agreement, except for the sole negligence or willful misconduct of EEI.

3. Existing Conditions

- A. EEI shall have no responsibility or liability for the identification, removal, or disposal of any toxic substances. Client will defend, indemnify, and hold harmless EEI from any claim, suit or liability whatsoever, including but not limited to all payments, expenses, or costs involved, arising from or alleged to have arisen out of or related to the presence of toxic substances or alleged toxic substances on the Project.
- B. The parties acknowledge that, in order to perform the Services, EEI may be required to make certain assumptions relating to the operation of existing building systems. Unless expressly included in EEI's Scope of Service, EEI shall have no responsibility or liability for the correct operation of existing building systems, such as, but not limited to, main air distribution systems, plumbing systems, fire pumps and fire sprinkler distribution systems, electrical service equipment and risers, lighting, fire alarm systems, and any other existing equipment systems.

**Engineering Economics, Inc. (EEI)**  
**General Terms and Conditions**

4. Changes

Client may, from time to time, change or modify the Scope of Services by instructing EEI to perform Additional Services or may direct the omission of Services previously ordered. EEI may perform such changes, and EEI's compensation and schedule for performance shall be equitably adjusted. Compensation for such changes shall be on an hourly basis in accordance with EEI's Standard Hourly Rate Schedule or other method as agreed upon at the time the change is requested.

5. Scheduling and Progress Reports

- A. EEI shall, if requested by Client, prepare and submit to Client an estimated schedule for the performance of the Services.
- B. On or before the fifth (5th) day of each calendar month while performing the Services, EEI shall, if requested by Client, prepare and submit to Client a progress report indicating any approved changes made during the preceding month and estimating the total charges to complete the Services.

6. Responsibility

- A. EEI will perform all Services in accordance with the standard of care, skill, and diligence normally provided by a professional consulting engineer in the performance of the same or similar services. In the event EEI fails to provide such standards of care, skill, and diligence, EEI shall, at its own cost, correct EEI's defective plans, specifications or other Services.
- B. Since EEI has no control over the cost of labor, materials, or equipment, or over a contractor's method of determining prices, competitive bidding or market conditions, EEI's opinions of probable construction cost, if any, are to be made on the basis of EEI's experience and qualifications. Such opinions represent EEI's best judgment as a professional consulting engineer familiar with the construction industry. EEI does not guarantee that proposals, bids, or final construction costs will not vary from opinions of probable cost prepared by EEI. If Client wishes greater assurance as to the construction cost, Client shall employ an independent cost estimator.

7. Billing and Payment

- A. Progress billings shall be rendered monthly to the Client and shall be due and payable not more than thirty (30) days after receipt by Client. EEI shall not be subject to any retainage or "pay-when-paid" policies or provisions.
- B. Past due amounts shall accrue interest at the rate of one and one-half percent (1-1/2%) per month. Invoices shall be accompanied by such data as may be required to support the invoices, when requested by the Client. In addition, Client agrees to pay any and all costs, fees, charges, or expenses (including without limitation all reasonable legal fees and litigation/arbitration fees and costs) incurred in recovering any past due amounts owed to EEI by the client.
- C. EEI shall be entitled to invoice and collect from Client for any services performed prior to the signing of this Agreement. These services may be invoiced immediately or over the

**Engineering Economics, Inc. (EEI)**  
**General Terms and Conditions**

course of the project. In the event that this Agreement is a fixed fee, all services rendered prior to the signing of this Agreement shall be considered part of the fee.

- D. Client's payment of EEI's final invoice shall constitute a release of all claims by Client against EEI except for any claim specifically reserved by Client in writing at the time of final payment.
- E. EEI shall be entitled to suspend performance of Services if invoices are unpaid for 60 days or longer.

8. Sales and Similar Taxes

EEI's compensation does not include sales, use, excise or similar taxes. Consequently, in addition to the compensation set forth, the amount of any present or future sales, use, excise or other similar tax applicable to Services shall be paid by Client, or in lieu thereof Client shall provide EEI with tax-exemption evidence acceptable to the taxing authorities.

9. Suspension and Termination

- A. Client shall have the right to suspend or terminate all or a portion of the Services at any time upon prior written notice to EEI. In the event of termination, EEI shall be paid EEI's compensation for all Services performed up to the termination date, plus reasonable termination expenses, if any.
- B. This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- C. In the event Client shall delay or suspend the work without termination, EEI shall be entitled to terminate its performance of the Services upon the expiration of six (6) months following the date of such delay or suspension.
- D. In the event performance of the Services is suspended, EEI's compensation shall be equitably adjusted to reflect such suspension. EEI shall advise Client of the compensation adjustment resulting from the suspension of Services. The compensation adjustment will be based on EEI's ability to reasonably relocate personnel, and any materials or equipment during the suspension period.
- E. If the financial condition of Client at any time does not, in the judgment of EEI, justify continuance of Services on the terms of payment agreed upon, EEI may require adequate assurance of Client's ability to pay for Services performed. In the event such reasonable assurance is not timely received by EEI, it shall be entitled to cease further performance of this Agreement and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Client or in the event any proceeding is brought against Client, voluntarily or involuntarily, under the bankruptcy or insolvency laws, EEI shall be entitled to cease further performance of this Agreement at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges.

**Engineering Economics, Inc. (EEI)**  
**General Terms and Conditions**

10. Indemnification and Insurance

- A. EEI and Client agree to indemnify and hold harmless each other from and against all damage, loss, claim, or injury (including death) to persons and to property caused by their own negligent acts, errors, or omissions in connection with the work.
- B. EEI and Client shall procure and maintain Worker's Compensation, Employers' Liability, and Comprehensive General Liability insurance. EEI and Client shall name each other as Additional Insureds on their respective policies.
- C. Copies of EEI's and the Client's insurance certificates will be furnished to each other.

11. Limitations of Liability

- A. EEI's liability on property damage claims of any kind, whether based on contract, warranty, tort, including negligence or otherwise, for any loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from all services covered by or furnished under this Agreement, shall in no case, exceed the cost of reperforming the Service to the same extent as the original, or the sum of \$50,000 or EEI's Compensation paid pursuant to this Agreement, whichever is greater, and shall terminate one year after completion of Services required under this Agreement.
- B. In no event, whether on contract, warranty, or tort, including negligence or otherwise, shall EEI be liable for special, incidental, exemplary or consequential damages including, but not limited to, loss of profits or revenue, loss of use of any equipment, cost of capital, cost of purchased power, cost of substitute equipment, facilities or services, downtime costs, or claims of customers of Client for such damages. If Client is furnishing EEI's services or materials to a third party by contract, Client shall obtain from such third party a provision affording EEI and its suppliers the protection of the preceding sentence.
- C. In no event shall EEI be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects, or defects inherent in the design of the building or equipment.
- D. EEI's liability for any loss or damage shall not include loss or damage caused by defects not observable by EEI, or units or parts returned to use against the advice of EEI.
- E. The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph of this article.

12. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the respective successors, executors, administrators, and assigns of EEI and Client.

13. Non-Waiver

The failure by either party, at any time, to enforce or to require strict compliance or performance of any of the provisions of this Agreement shall not constitute a future waiver of such provisions and shall not affect or impair in any way its rights at any time to enforce said provisions or to avail itself of such remedies as it may have for any breach of such provision.

**Engineering Economics, Inc. (EEI)**  
**General Terms and Conditions**

14. Governing Law

The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Utah.

15. Other Agreements; No Third Party Beneficiaries

All negotiations, proposals, and agreements prior to the date of this Agreement are merged and superseded by this Agreement. This Agreement constitutes the entire Agreement between the parties and no changes, modifications or amendments to this Agreement shall be valid unless agreed to by the parties in writing and signed by their authorized officers. This Agreement shall not be construed as granting any rights to any third party based on the theory of third party beneficiary or otherwise.

16. Binding Arbitration

In the event conflicts arise under this Agreement between EEI and Client, both parties agree that all disputes arising out of, or relating to, this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. In the event that non-binding mediation is unable to resolve these conflicts, both parties further agree to resolve their disputes through binding arbitration, as allowed by the laws governing the State of Colorado, and pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association. Such arbitration proceedings will be conducted in the state of Utah.

END OF DOCUMENT



# Memo

To: Mayor & City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: May 31, 2012  
Re: Crab Creek Lower Trunkline Phase II, Change Order #1

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## Staff Report

When Phase I of the Crab Creek Lower Trunkline was constructed the cross onto the Western Distribution line had to be moved down line to accommodate a 4 inch water line which we did not know about. This cross is where Phase II connected to Phase I. The different cross location required the contractor for Phase II to custom fuse pipes at 7 degree angles to connect in at a new alignment. This change order is for the custom fuse work at this cross.

We recommend that the city council ratify this change order in the amount of \$2,850 with BD Bush Excavation Inc.

Attached: change order



# Spanish Fork City

## Contract Change Order

Change Order Number: **1**

Contract for	Crab Creek Transmission Line Phase II	Date: 05/07/2012
Owner	Spanish Fork City	
To	B.D. Bush Excavation, Inc.	

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

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
Alignment issues with the existing waterline - in field changes which includes a fusing tech, equipment, and labor		\$2,850.00
TOTALS :	\$0.00	\$2,850.00
NET CHANGE IN CONTRACT PRICE :	\$0.00	\$2,850.00

JUSTIFICATION: Due to alignment issues with the existing water line in field changes were required.

The amount of the contract will be increased by the sum of :	<u>Two Thousand Eight Hundred Fifty Dollars and Zero Cents</u>
	\$2,850.00
The contract total including this and previous change orders will be :	<u>Four Hundred Eighteen Thousand One Hundred Thirty Eight</u>
	Dollars and Ninety Six Cents <span style="float: right;">\$418,138.96</span>

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

Requested: _____	Date: _____
(Owner ) G. Wayne Andersen, Mayor	
Recommended: _____	Date: _____
(Owner's Architect/Engineer)	
Accepted: _____	Date: _____
(Contractor)	



# Memo

To: Mayor & City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: June 4, 2012  
Re: 1000 NORTH MAIN STREET SIGNALIZED INTERSECTION COOPERATIVE AGREEMENT

---

## Staff Report

The city is widening 1000 North from Main Street to 200 East. UDOT is widening Main Street from Interstate 15 to 1000 North. This agreement is to define what Spanish Fork City and UDOT will do at the intersection of 1000 North and Main Street so that our projects will not conflict. We recommend that the city council approve the 1000 North Main Street Signalized Intersection Cooperative Agreement with UDOT.

Attached: agreement





PROJECT NO. MP-I15-6(178)245; UTAH COUNTY  
I-15; UTAH COUNTY CORRIDOR EXPANSION PROJECT  
CHARGE ID NO. 70963 PIN NO. 7037  
SPANISH FORK CITY 1000 NORTH MAIN STREET  
SIGNALIZED INTERSECTION COOPERATIVE AGREEMENT

UDOT Finance Number \_\_\_\_\_

**SPANISH FORK CITY  
1000 NORTH MAIN STREET  
SIGNALIZED INTERSECTION COOPERATIVE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_day of \_\_\_\_\_, 2012, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT", and SPANISH FORK CITY, a Registered Municipality in the State of Utah, hereinafter referred to as the "City"; and

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

WHEREAS, the parties have determined that the original Project intersection design will be adjusted to accommodate City traffic alignment at the intersection of 1000 North Main Street in Spanish Fork City, hereinafter referred to as "Intersection Work".

THIS AGREEMENT sets out the terms and conditions under which said Intersection Work shall be performed.

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

1. Through its Project activities and expense, UDOT has directed its Design-Builder to modify and to re-submit the 1000 North Main Street Release for Construction (RFC) roadway and striping plans for final approval and to provide labor, equipment, and materials required to construct the Intersection Work as follows:
  - a. Modified RFC roadway and striping plans are attached and marked Exhibit A.
  - b. Protect in place temporary signalization of the intersection.
  - c. Modified striping plans include an additional southbound to eastbound left turn lane. Stripe the additional lane with Chevron striping to preserve for use at a future date. The southern limits of the restriping shall be approximately 400' south of the intersection.
  - d. Modified roadway plans increase the width of the sidewalk to 10' from the north side of 1000 North Main Street to its connection with the 10'

- sidewalk shown in the original RFC plans on the east side of Main Street. Construct sidewalk from approved RFC plans.
- e. Modified plans show a double curb cut handicapped access at the northwest quadrant of the intersection. Construct the curb cut and handicapped access according to the approved RFC plans. Modified plans show a pedestrian crosswalk and stop bar striping of Main Street and the west leg of 1000 North. Stripe the pedestrian crosswalk and stop bar according to the approved RFC plans.
2. Unless otherwise noted, the City shall provide at its expense all labor, equipment, and materials required to design, construct, operate, and maintain the following Intersection Work complying with UDOT Standards and Specifications:
- a. City design plans are attached and marked Exhibit B.
  - b. Double curb cut handicapped pedestrian ADA access ramps for the southwest, southeast, and northeast quadrants of the intersection.
  - b. Pedestrian crosswalk, stop bar, and lane striping of the east leg of 1000 North at Main Street.
  - c. Cost, operate and maintain, and acceptance of the signal, including new signal poles and heads on all four corners, signal cabinet, controller, radar detection on the south, east, and west legs, new luminaires on all four corners and appurtenance required to complete the work. Operation and maintenance includes the Intersection Work installed by UDOT identified in section one of this agreement as follows:
    - i. Restripe approximately 400' south of the intersection along 1000 North Main Street.
    - ii. Install a ten-foot sidewalk, from the north side of 1000 North Main Street to its connection with the 10' sidewalk on the east side of Spanish Fork Main Street.
    - iii. Install double curb cut handicapped access at the northwest quadrant of the intersection at 1000 North Main Street.
    - iv. Install pedestrian crosswalk and stop bar striping of Main Street and the west leg of 1000 North.
  - d. Eliminate the northwest quadrant luminaire, replaced by the new signal pole and light identified as P3 on the Spanish Fork City signal design plans.

- e. Maintain existing signalization of the 1000 North Main Street intersection, including vehicle/pedestrian indicators with proper head placement centered over appropriate lanes.
- f. Maintain vehicle and pedestrian detection, overhead street lighting, and communication to the UDOT Traffic Operations Center central system.
- g. Widen the east leg of 1000 North, stripe the east leg of the intersection including stop bars and crosswalks, and relocate fiber optic cable boxes to the location shown in the revised RFC plans.
- h. Install a new traffic signal to include the following:
  - i. New signal cabinet, controller, uprights, mast arms, and luminaire extensions using UDOT supplied materials and equipment up to \$70,000.00 in value as outlined in Cooperative Agreement 16372 dated 9 April, 2012 between UDOT and Spanish Fork City, attached as Exhibit C.
  - ii. Setup, test, and provide for an in-lab inspection test from UDOT prior to beginning operation.
    - 1. Contact Eric Rasband (801) 857-5562 for final testing and inspection 8 days prior to the actual test date.)
  - iii. Install radar vehicle detection using sensors and electronics for the cabinet supplied by Project.
    - 2. Supply the wiring required for the installation of the Wavetronix Matrix detection.
  - iv. Install signal heads (type I) and flashing yellow arrow signal indications (type IV) on all four legs of the intersection with L.E.D. indications.
  - v. Install pedestrian signal heads and push buttons with L.E.D. countdown indications.
  - vi. Install L.E.D. luminaires on the four corners of the intersection.
- i. If in the removal of existing striping on the south leg of the intersection the asphalt surface is damaged to the point of scarring (as determined by UDOT I-15 CORE Work Area Manager), the City will roto-mill and place a 2-inch overlay along the south leg of the intersection within the area of striping rework.



PROJECT NO. MP-I15-6(178)245; UTAH COUNTY I-15; UTAH COUNTY CORRIDOR EXPANSION PROJECT CHARGE ID NO. 70963 PIN NO. 7037 SPANISH FORK CITY 1000 NORTH MAIN STREET SIGNALIZED INTERSECTION COOPERATIVE AGREEMENT

Attest:

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

(IMPRESS SEAL)

.....

Recommended for approval:

Utah Department of Transportation

\_\_\_\_\_

\_\_\_\_\_

Title: Engineering Director

Title: Project Director

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

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

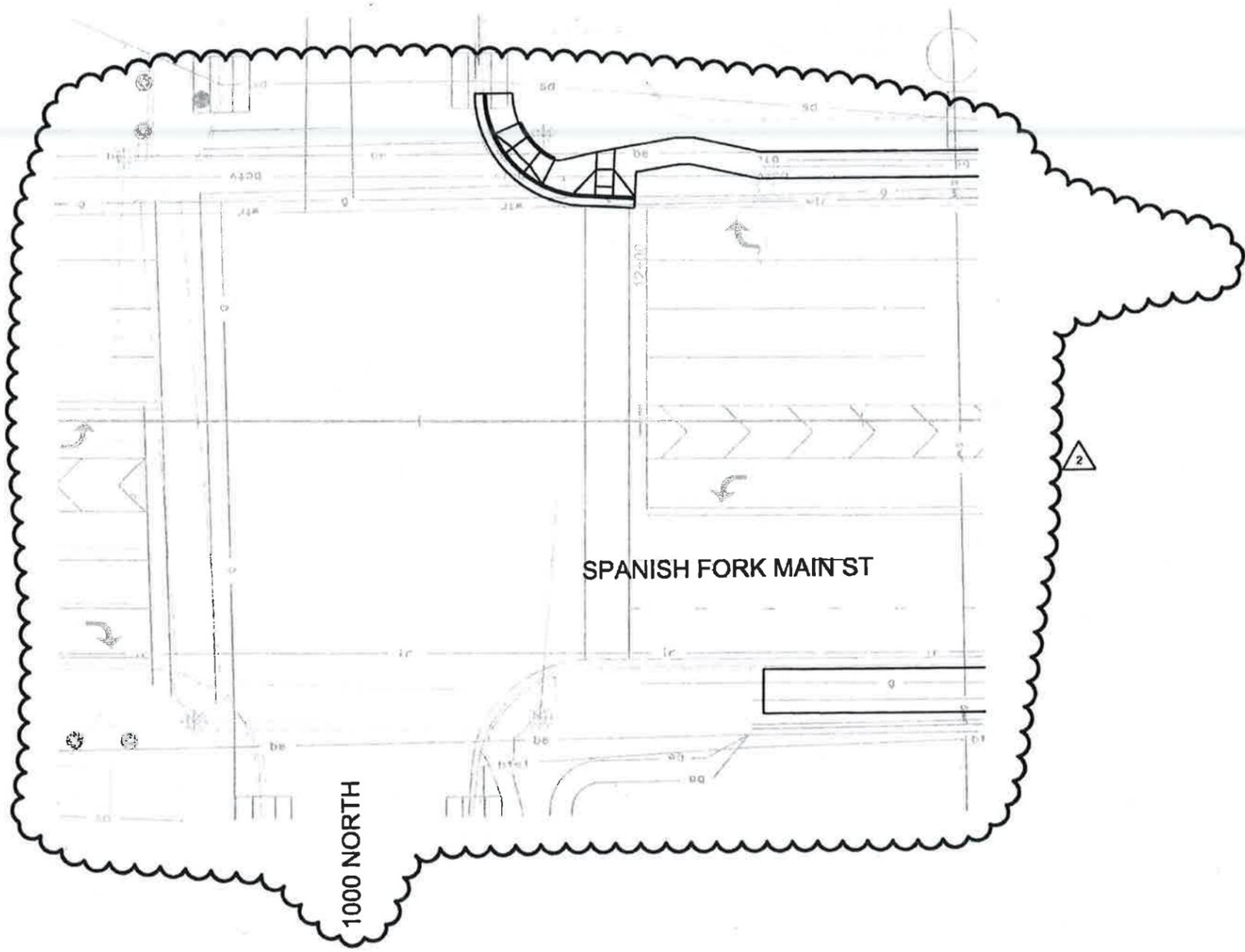
The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.

UDOT Comptroller Office Contract Administrator

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

# EXHIBIT A

25 JUN 2012 11:54 D:\proj\115\115-6\115-6(178)245\_SG-2E\_2.dwg



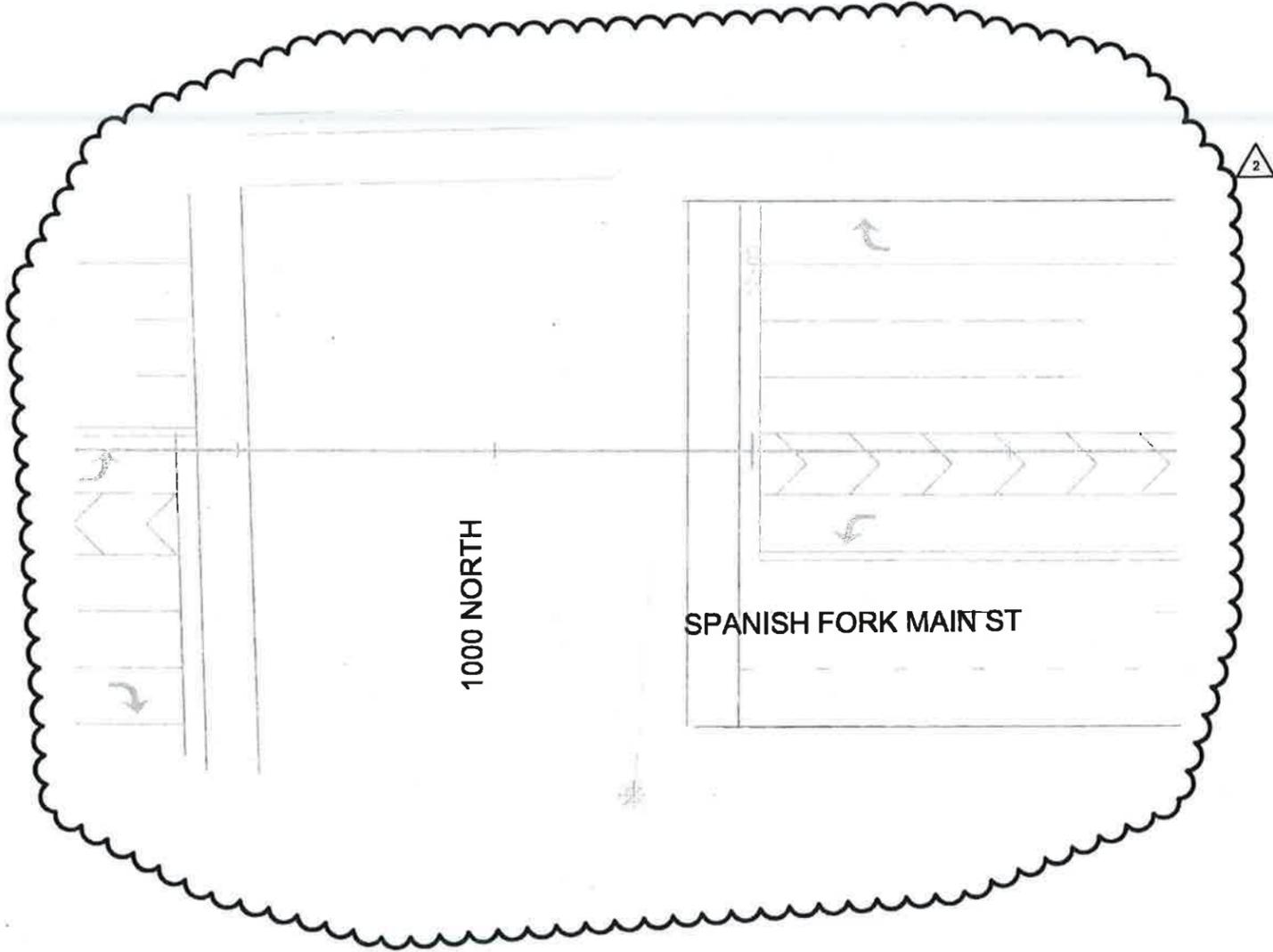
**NOTES:**  
 1. SIGNAL DETECTION FOR THE SPANISH FORK MAIN ST SOUTHBOUND APPROACH WILL NOT BE INSTALLED AS PART OF THE I-15 CORE PROJECT. SPANISH FORK CITY WILL INSTALL WAVERTRONIX RADAR DETECTION ON ALL FOUR APPROACHES OF THE SPANISH FORK MAIN STREET AND 1000 N INTERSECTION AS PART OF THE CITY'S INTERSECTION IMPROVEMENTS PROJECT.

*Provo River Constructors*  
**MAY 08 2012**  
*Released for Construction*

PROJECT		I-15; UTAH COUNTY CORRIDOR EXPANSION	
ROAD & BRIDGE CONSTRUCTION		ROADWAY DESIGN	
PROJECT NUMBER	MP-115-6(178)245	APPROVED	<i>Bryant A. Higgins</i> PROFESSIONAL ENGINEER
UTILITYROW PLAN		DATE	04/23/12
SHEET NO. SG-2E_2		DRAWN BY	RA
		OC CHECKED BY	PB
		NO.	DATE
		APPROVED BY	REMARKS
		1	03/16/11 BAH NDC 358, LOOPS & NOTES REVISED
		2	04/23/12 BAH NDC 867; REVISION TO SF MAIN AND 1000 N

# EXHIBIT A

23-JAN-2012 11:54 D:\115-6(178)245\115-6(178)245\_23.dwg



**NOTES:**

- SIGNAL DETECTION FOR THE SPANISH FORK MAIN ST SOUTHBOUND APPROACH WILL NOT BE INSTALLED AS PART OF THE I-15 CORE PROJECT. SPANISH FORK CITY WILL INSTALL WAVERTRONIX RADAR DETECTION ON ALL FOUR APPROACHES OF THE SPANISH FORK MAIN STREET AND 1000 N INTERSECTION AS PART OF THE CITY'S INTERSECTION IMPROVEMENTS PROJECT.

Provo River Constructors

MAY 08 2012

Released for Construction

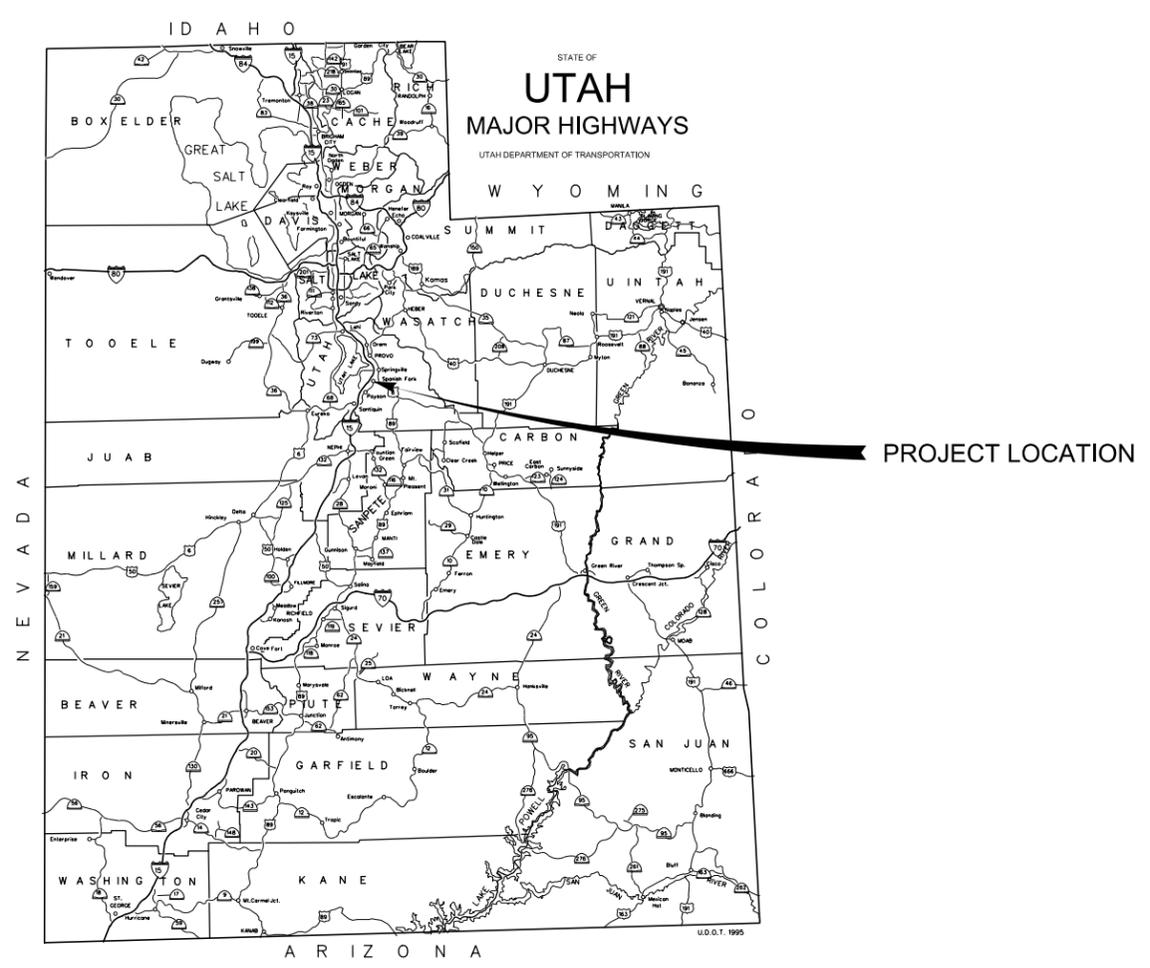
<b>UTAH DEPARTMENT OF TRANSPORTATION</b> ROADWAY DESIGN		APPROVED <i>Breath L. Higgins</i> PROFESSIONAL ENGINEER	DATE 04/23/12	DRAWN BY RA	CHECKED BY QC	DATE 04/23/12	NO.	DATE	APPROVED BY	REMARKS	
I-15; UTAH COUNTY CORRIDOR EXPANSION											
ROAD & BRIDGE CONSTRUCTION											
PROJECT NUMBER MP-115-6(178)245											
DETECTOR CIRCUIT PLAN											
SHEET NO. SG-3E_Z											

U.S. Standard Units  
(Inch-Pound Units)  
ALL UNITS IN FEET UNLESS  
OTHERWISE NOTED

# SPANISH FORK CITY

## 1000 NORTH / MAIN STREET INTERSECTION TRAFFIC SIGNAL AND STRIPING IMPROVEMENTS

UTAH COUNTY



INDEX TO SHEETS		
SHEET NUMBER	NO. OF SHEETS	DESCRIPTION
1	1	TITLE SHEET
DT-1	1	DETAILS
RD-1	1	ROADWAY
UT-1	1	UTILITIES
SS-1	1	SIGNING & STRIPING
SG-1A	1	SIGNAL SITUATION
SG-2A	1	SIGNAL UTILITIES
SG-3A	1	SIGNAL DETECTION
SG-4A	1	SIGNAL CIRCUITS
SG-S1 to SG-S3	3	SIGNAL SCHEDULES
TOTAL SHEETS	12	

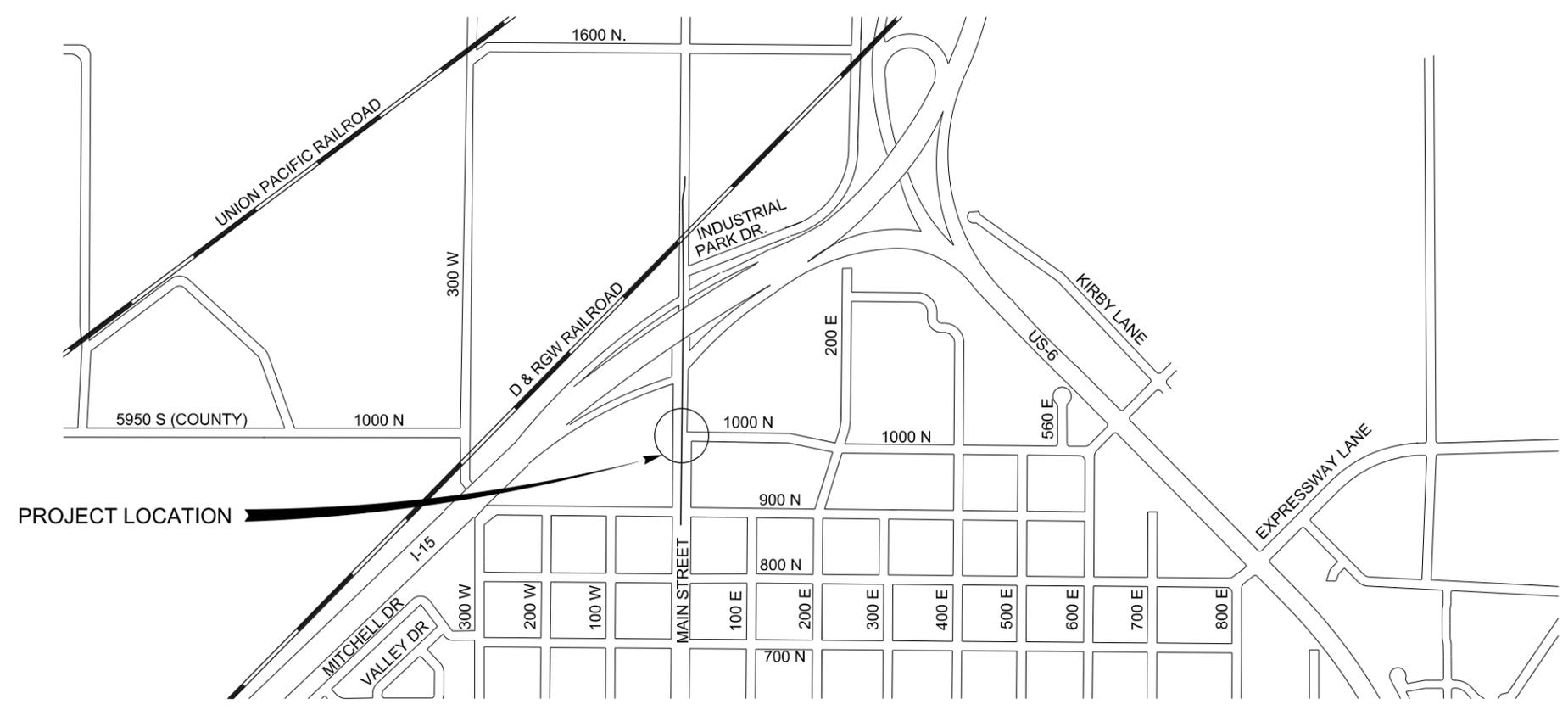
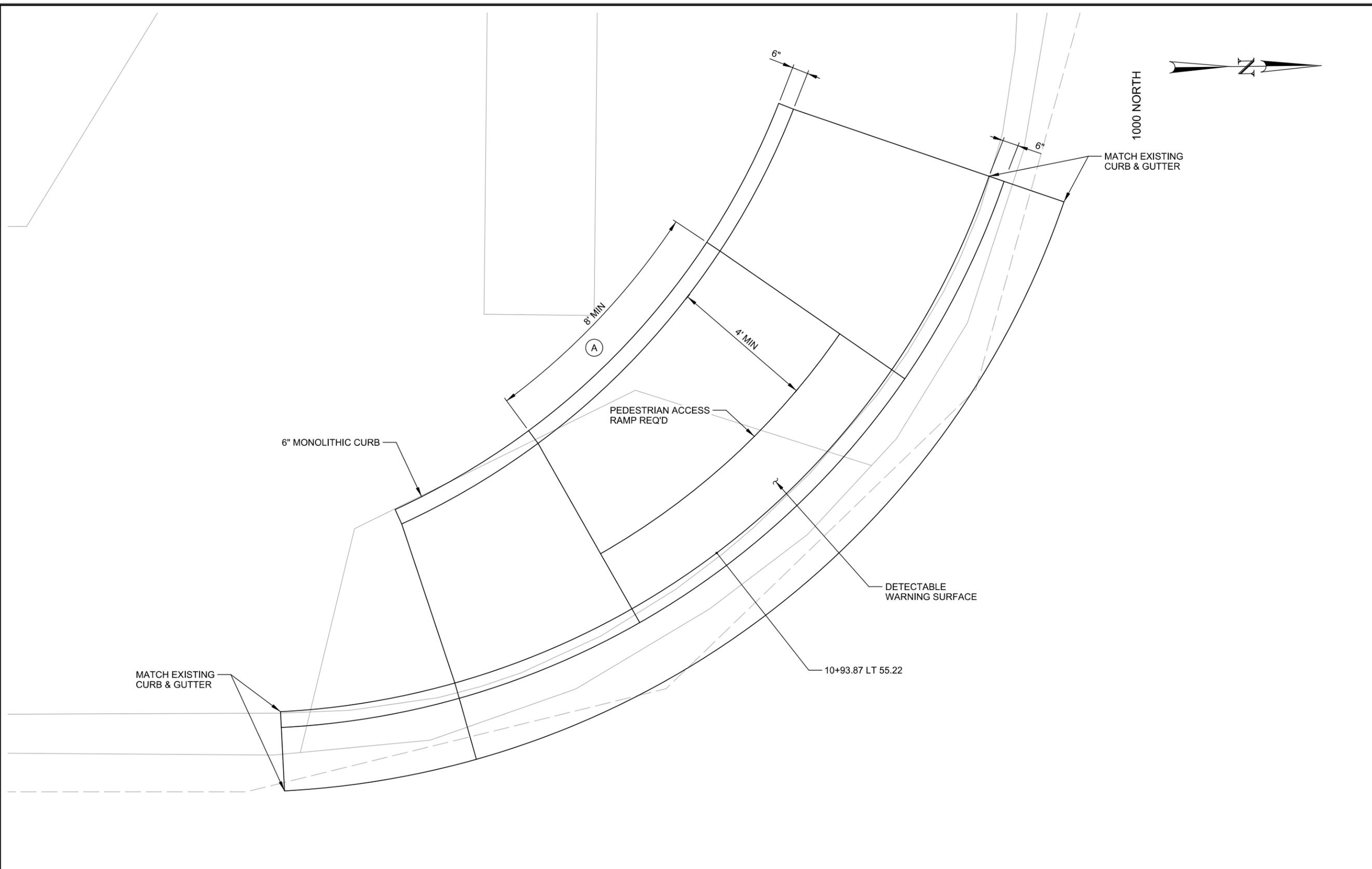


EXHIBIT B

4/2/2012 O:\2011\PG-050-1109\_Spanish\_Fork\_Master\_Services\_Agreement\Task\_Order\_A\_1000\_N\_Main\_Street\_Sheet\_Files\Cover\050-1109\_Coversheet.dgn

# EXHIBIT B

4/2/2012 9:06:27 AM C:\2011\PC-050-109-Spanish Fork Master Services Agreement\Task Order A-1000 N Main Street\Sheet\_Files\Details\050-1109\_DT-01.dwg Organizer



1000 NORTH

MATCH EXISTING CURB & GUTTER

8' MIN

4' MIN

6" MONOLITHIC CURB

PEDESTRIAN ACCESS RAMP REQ'D

DETECTABLE WARNING SURFACE

10+93.87 LT 55.22

MATCH EXISTING CURB & GUTTER

SPANISH FORK MAIN STREET

CURVE ID	CURVE DATA									
	TBC		CENTER OF CURVE			TBW		CENTER OF CURVE		
	RADIUS (FT)	LENGTH (FT)	STATION	OFFSET	COORDINATES	RADIUS (FT)	LENGTH (FT)	STATION	OFFSET	COORDINATES
A	25.00	29.77	10+93.87	55.22 LT	N 215637.6390 E 597569.5802	24.00	18.46	10+91.02	61.81 LT	N 215634.8629 E 597562.9562

**NOTE:**  
1. CONSTRUCT PEDESTRIAN RAMP IN ACCORDANCE WITH BOTH SPANISH FORK CITY AND UDOT STANDARDS.

**PRELIMINARY**  
NOT FOR CONSTRUCTION

**SPANISH FORK CITY**  
ROADWAY DESIGN

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
PROFESSIONAL ENGINEER

DRAWN BY KKH  
OC CHECKED BY KA

1000 N MAIN STREET  
TRAFFIC SIGNAL  
PEDESTRIAN RAMP DETAILS

PROJECT NUMBER \_\_\_\_\_

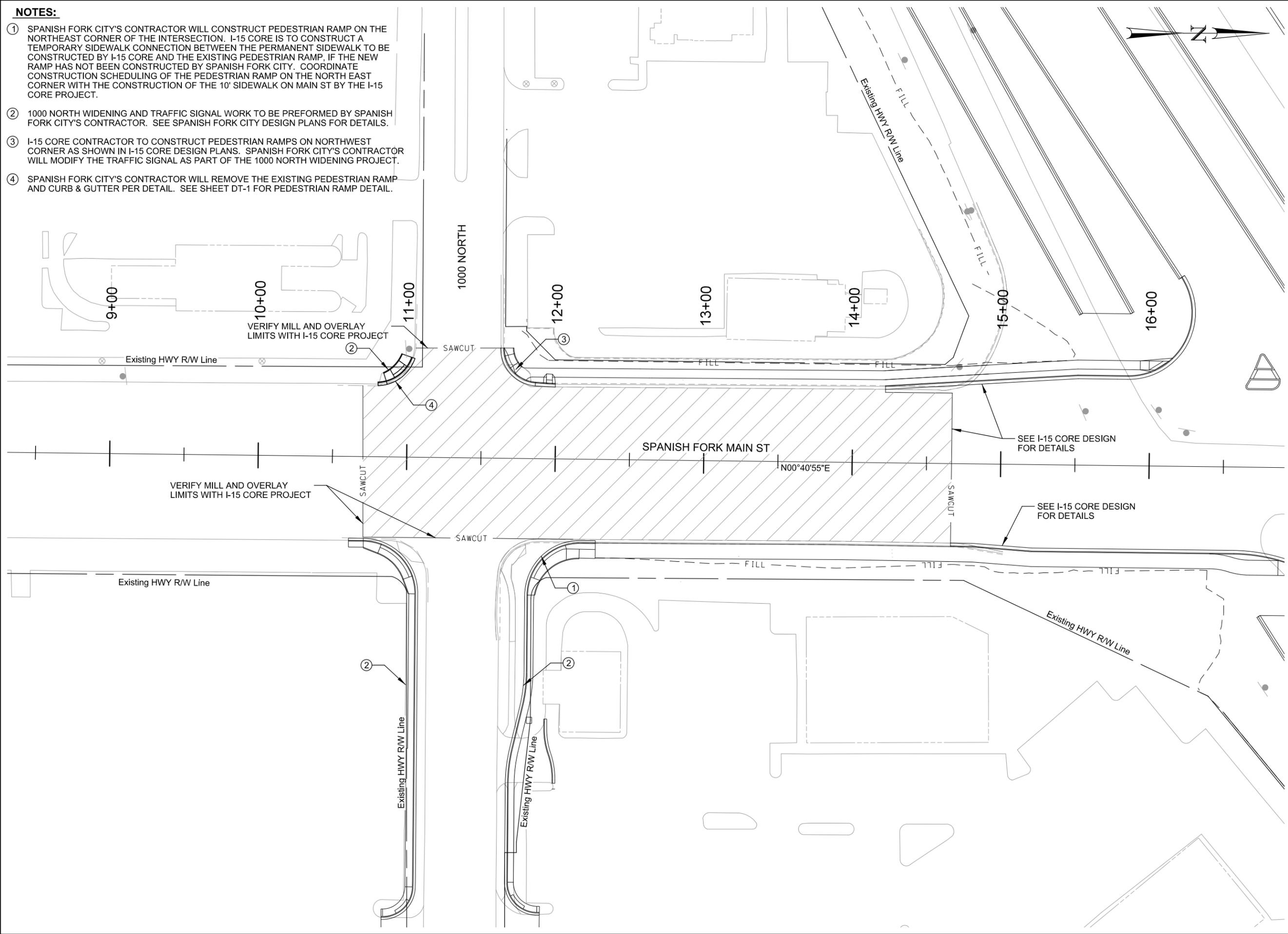
SHEET NO. DT-1

# EXHIBIT B

4/2/2012 9:05:29 AM C:\2011\PC-050-109 Spanish Fork Master Services Agreement\Task Order A\_1000 N Main Street\Sheet\_Files\Roadway\_Design\050-119\RD-01.dwg

**NOTES:**

- ① SPANISH FORK CITY'S CONTRACTOR WILL CONSTRUCT PEDESTRIAN RAMP ON THE NORTHEAST CORNER OF THE INTERSECTION. I-15 CORE IS TO CONSTRUCT A TEMPORARY SIDEWALK CONNECTION BETWEEN THE PERMANENT SIDEWALK TO BE CONSTRUCTED BY I-15 CORE AND THE EXISTING PEDESTRIAN RAMP, IF THE NEW RAMP HAS NOT BEEN CONSTRUCTED BY SPANISH FORK CITY. COORDINATE CONSTRUCTION SCHEDULING OF THE PEDESTRIAN RAMP ON THE NORTH EAST CORNER WITH THE CONSTRUCTION OF THE 10' SIDEWALK ON MAIN ST BY THE I-15 CORE PROJECT.
- ② 1000 NORTH WIDENING AND TRAFFIC SIGNAL WORK TO BE PERFORMED BY SPANISH FORK CITY'S CONTRACTOR. SEE SPANISH FORK CITY DESIGN PLANS FOR DETAILS.
- ③ I-15 CORE CONTRACTOR TO CONSTRUCT PEDESTRIAN RAMPS ON NORTHWEST CORNER AS SHOWN IN I-15 CORE DESIGN PLANS. SPANISH FORK CITY'S CONTRACTOR WILL MODIFY THE TRAFFIC SIGNAL AS PART OF THE 1000 NORTH WIDENING PROJECT.
- ④ SPANISH FORK CITY'S CONTRACTOR WILL REMOVE THE EXISTING PEDESTRIAN RAMP AND CURB & GUTTER PER DETAIL. SEE SHEET DT-1 FOR PEDESTRIAN RAMP DETAIL.



PRELIMINARY

NOT FOR CONSTRUCTION

PROJECT	SPANISH FORK CITY ROADWAY DESIGN		
PROJECT NUMBER	APPROVED	DRAWN BY KKH	OC CHECKED BY KA
SHEET NO. RD-1	PROFESSIONAL ENGINEER	DATE	DATE



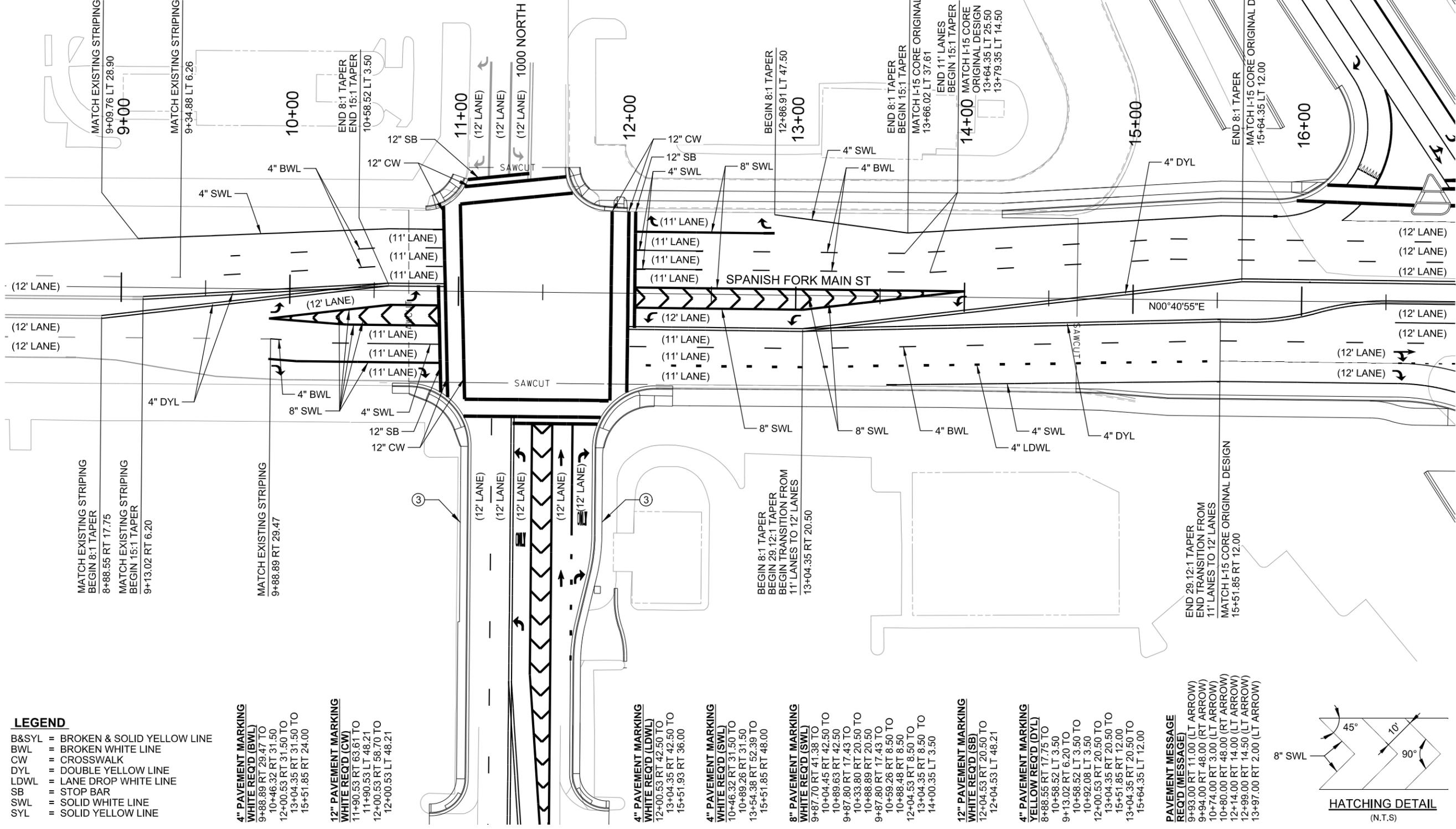
# EXHIBIT B

4/2/2012 9:05:31 AM C:\2011\PC-050-1109\_Spanish Fork Master Services Agreement\Task Order A-1000 N Main Street\Sheet\_Files\Stripping\_Striping\_050-1109.dwg

### NOTES:

- SIGNING TO REMAIN UNCHANGED FROM THE I-15 CORE DESIGN.
- I-15 CORE CONTRACTOR TO REMOVE EXISTING STRIPING ON THE SOUTH LEG OF THE INTERSECTION THAT IS IN CONFLICT WITH THIS STRIPING PLAN. STRIPING SHALL BE COMPLETELY REMOVED WHEN NO LONGER NECESSARY, LEAVING NO VISIBLE SCAR USING A REMOVAL TECHNIQUE APPROVED BY UDOT.
- ALL STRIPING CHANGES CALLED OUT ON THIS PLAN SHEET ARE TO BE INSTALLED BY THE I-15 CORE CONTRACTOR. 1000 NORTH WIDENING AND TRAFFIC SIGNAL WORK TO BE PERFORMED BY SPANISH FORK CITY'S CONTRACTOR, INCLUDING STRIPING STOP BARS AND CROSSWALKS ACROSS EAST LEG OF 1000 NORTH.

**THIS SHEET FOR INFORMATION ONLY**



### LEGEND

- B&SYL = BROKEN & SOLID YELLOW LINE
- BWL = BROKEN WHITE LINE
- CW = CROSSWALK
- DYL = DOUBLE YELLOW LINE
- LDWL = LANE DROP WHITE LINE
- SB = STOP BAR
- SWL = SOLID WHITE LINE
- SYL = SOLID YELLOW LINE

**4\"/>**

**12\"/>**

**4\"/>**

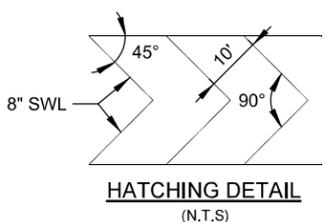
**4\"/>**

**8\"/>**

**12\"/>**

**4\"/>**

**PAVEMENT MESSAGE REQ'D (MESSAGE)**  
 9+93.00 RT 11.00 (LT ARROW)  
 9+94.00 RT 48.00 (RT ARROW)  
 10+74.00 RT 3.00 (LT ARROW)  
 10+80.00 RT 48.00 (RT ARROW)  
 12+14.00 RT 14.00 (LT ARROW)  
 12+99.00 RT 14.50 (LT ARROW)  
 13+97.00 RT 2.00 (LT ARROW)



**PRELIMINARY**  
NOT FOR CONSTRUCTION

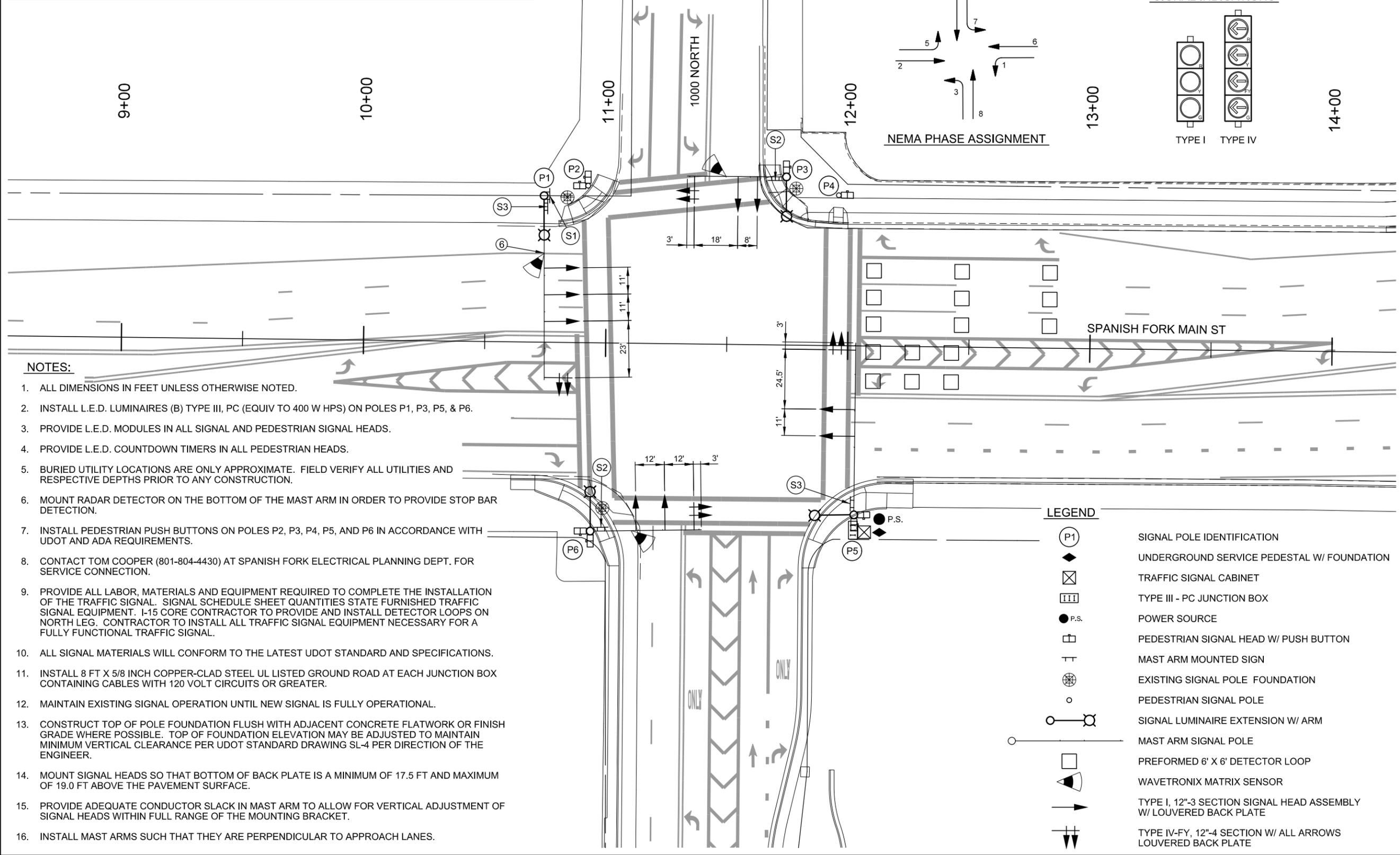
SPANISH FORK CITY		DATE
ROADWAY DESIGN		PROFESSIONAL ENGINEER
APPROVED	DRAWN BY	CHECKED BY
	KKH	KA

PROJECT	1000 N MAIN STREET
PROJECT NUMBER	TRAFFIC SIGNAL
	STRIPING
SHEET NO.	SS-1

# EXHIBIT B

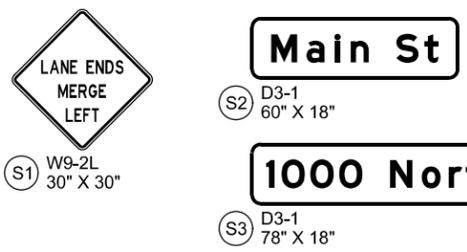
4/2/2012 9:06:32 AM C:\V2011\PC-050-1109\_Spanish Fork Master Services Agreement\Task Order A\_1000 N Main Street\Sheet\_Files\Signals\_Lighting\050-1109\SG-1A.dwg

POLE IDENT.	STATION	OFFSET (FT)		MAST ARM LENGTH (FT)	END OF ARM STATION	OFFSET (FT)		LUMINAIRE MOUNTING HEIGHT	LUMINAIRE ARM LENGTH	REMARKS
		LEFT	RIGHT			LEFT	RIGHT			
		⊗	12+07.69				76.70			
P1	10+73.86	60.34		75	10+74.77		15.50	40	15	PEDESTRIAN POLE
P2	10+92.00	64.67		40	11+32.91	69.11		40	15	PEDESTRIAN POLE
P3	11+73.86	69.25								
P4	11+95.58	61.98								
P5	12+03.32		69.58	70	12+03.32	1.26		40	15	
P6	10+94.50		77.56	45	11+40.43	76.47		40	15	

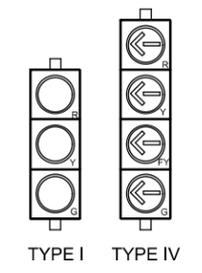


**NOTES:**

- ALL DIMENSIONS IN FEET UNLESS OTHERWISE NOTED.
- INSTALL L.E.D. LUMINAIRES (B) TYPE III, PC (EQUIV TO 400 W HPS) ON POLES P1, P3, P5, & P6.
- PROVIDE L.E.D. MODULES IN ALL SIGNAL AND PEDESTRIAN SIGNAL HEADS.
- PROVIDE L.E.D. COUNTDOWN TIMERS IN ALL PEDESTRIAN HEADS.
- BURIED UTILITY LOCATIONS ARE ONLY APPROXIMATE. FIELD VERIFY ALL UTILITIES AND RESPECTIVE DEPTHS PRIOR TO ANY CONSTRUCTION.
- MOUNT RADAR DETECTOR ON THE BOTTOM OF THE MAST ARM IN ORDER TO PROVIDE STOP BAR DETECTION.
- INSTALL PEDESTRIAN PUSH BUTTONS ON POLES P2, P3, P4, P5, AND P6 IN ACCORDANCE WITH UDOT AND ADA REQUIREMENTS.
- CONTACT TOM COOPER (801-804-4430) AT SPANISH FORK ELECTRICAL PLANNING DEPT. FOR SERVICE CONNECTION.
- PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE THE INSTALLATION OF THE TRAFFIC SIGNAL. SIGNAL SCHEDULE SHEET QUANTITIES STATE FURNISHED TRAFFIC SIGNAL EQUIPMENT. I-15 CORE CONTRACTOR TO PROVIDE AND INSTALL DETECTOR LOOPS ON NORTH LEG. CONTRACTOR TO INSTALL ALL TRAFFIC SIGNAL EQUIPMENT NECESSARY FOR A FULLY FUNCTIONAL TRAFFIC SIGNAL.
- ALL SIGNAL MATERIALS WILL CONFORM TO THE LATEST UDOT STANDARD AND SPECIFICATIONS.
- INSTALL 8 FT X 5/8 INCH COPPER-CLAD STEEL UL LISTED GROUND ROAD AT EACH JUNCTION BOX CONTAINING CABLES WITH 120 VOLT CIRCUITS OR GREATER.
- MAINTAIN EXISTING SIGNAL OPERATION UNTIL NEW SIGNAL IS FULLY OPERATIONAL.
- CONSTRUCT TOP OF POLE FOUNDATION FLUSH WITH ADJACENT CONCRETE FLATWORK OR FINISH GRADE WHERE POSSIBLE. TOP OF FOUNDATION ELEVATION MAY BE ADJUSTED TO MAINTAIN MINIMUM VERTICAL CLEARANCE PER UDOT STANDARD DRAWING SL-4 PER DIRECTION OF THE ENGINEER.
- MOUNT SIGNAL HEADS SO THAT BOTTOM OF BACK PLATE IS A MINIMUM OF 17.5 FT AND MAXIMUM OF 19.0 FT ABOVE THE PAVEMENT SURFACE.
- PROVIDE ADEQUATE CONDUCTOR SLACK IN MAST ARM TO ALLOW FOR VERTICAL ADJUSTMENT OF SIGNAL HEADS WITHIN FULL RANGE OF THE MOUNTING BRACKET.
- INSTALL MAST ARMS SUCH THAT THEY ARE PERPENDICULAR TO APPROACH LANES.



**SIGNAL INDICATIONS**



**LEGEND**

- ⊗ P1 SIGNAL POLE IDENTIFICATION
- ◆ UNDERGROUND SERVICE PEDESTAL W/ FOUNDATION
- ⊗ TRAFFIC SIGNAL CABINET
- ⊞ TYPE III - PC JUNCTION BOX
- P.S. POWER SOURCE
- ⊞ PEDESTRIAN SIGNAL HEAD W/ PUSH BUTTON
- ⊞ MAST ARM MOUNTED SIGN
- ⊞ EXISTING SIGNAL POLE FOUNDATION
- PEDESTRIAN SIGNAL POLE
- ⊞ SIGNAL LUMINAIRE EXTENSION W/ ARM
- MAST ARM SIGNAL POLE
- ⊞ PREFORMED 6' X 6' DETECTOR LOOP
- ⊞ WAVETRONIX MATRIX SENSOR
- ⊞ TYPE I, 12"-3 SECTION SIGNAL HEAD ASSEMBLY W/ LOUVERED BACK PLATE
- ⊞ TYPE IV-FY, 12"-4 SECTION W/ ALL ARROWS LOUVERED BACK PLATE

PRELIMINARY

NOT FOR CONSTRUCTION

---

**SPANISH FORK CITY**  
ROADWAY DESIGN

DRAWN BY: KKH  
OC CHECKED BY: KA

---

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
PROFESSIONAL ENGINEER

---

1000 N MAIN STREET  
TRAFFIC SIGNAL

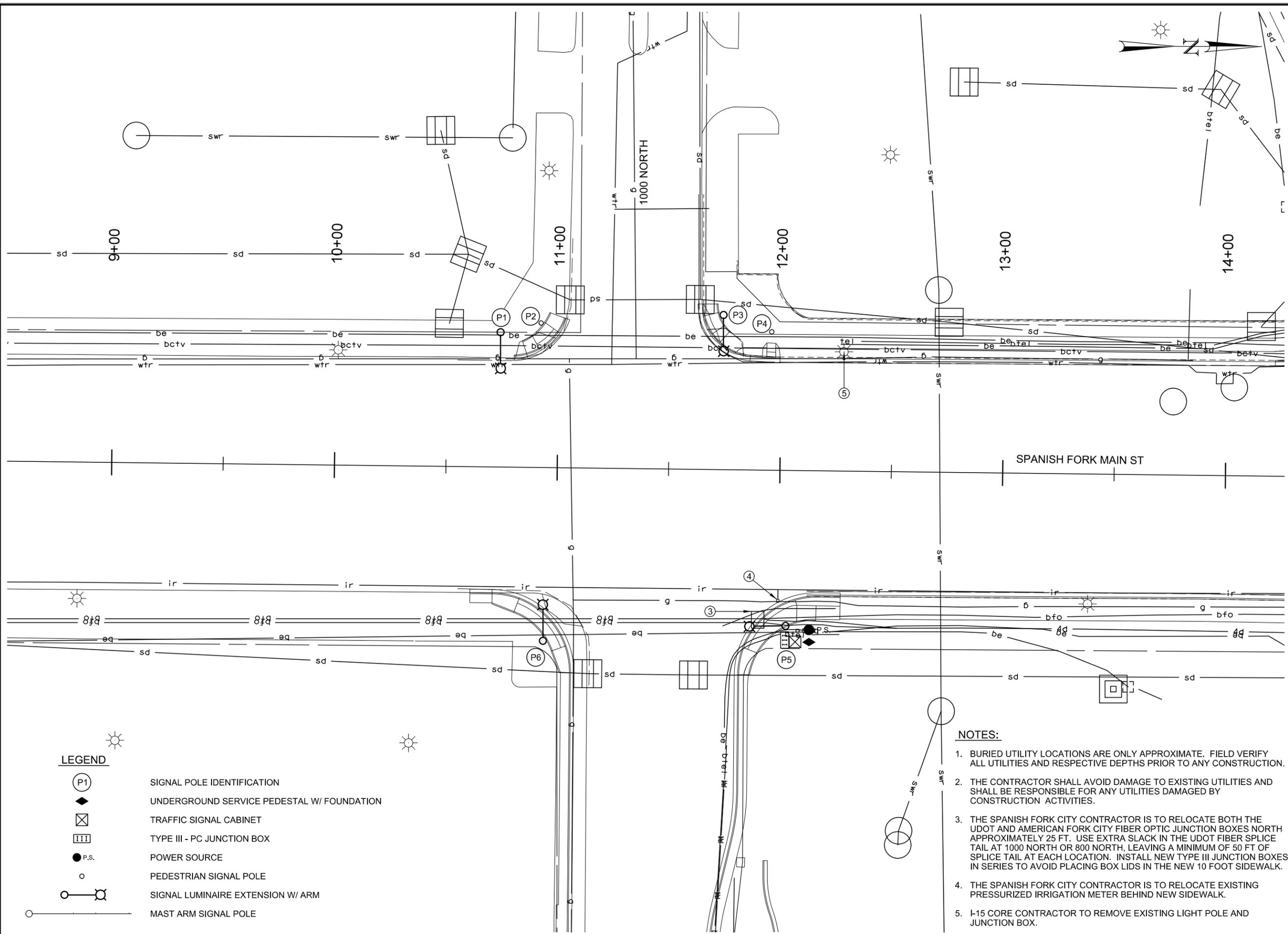
SIGNAL SITUATION

---

PROJECT NUMBER: \_\_\_\_\_  
SHEET NO. SG-1A

# EXHIBIT B

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**LEGEND**

- P1 SIGNAL POLE IDENTIFICATION
- UNDERGROUND SERVICE PEDESTAL W/ FOUNDATION
- TRAFFIC SIGNAL CABINET
- TYPE III - PC JUNCTION BOX
- P.S. POWER SOURCE
- PEDESTRIAN SIGNAL POLE
- SIGNAL LUMINAIRE EXTENSION W/ ARM
- MAST ARM SIGNAL POLE

- NOTES:**
1. BURIED UTILITY LOCATIONS ARE ONLY APPROXIMATE. FIELD VERIFY ALL UTILITIES AND RESPECTIVE DEPTHS PRIOR TO ANY CONSTRUCTION.
  2. THE CONTRACTOR SHALL AVOID DAMAGE TO EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR ANY UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES.
  3. THE SPANISH FORK CITY CONTRACTOR IS TO RELOCATE BOTH THE UDOT AND AMERICAN FORK CITY FIBER OPTIC JUNCTION BOXES NORTH APPROXIMATELY 25 FT. USE EXTRA SLACK IN THE UDOT FIBER SPLICE TAIL AT 1000 NORTH OR 800 NORTH, LEAVING A MINIMUM OF 50 FT OF SPLICE TAIL AT EACH LOCATION. INSTALL NEW TYPE III JUNCTION BOXES IN SERIES TO AVOID PLACING BOX LIDS IN THE NEW 10 FOOT SIDEWALK.
  4. THE SPANISH FORK CITY CONTRACTOR IS TO RELOCATE EXISTING PRESSURIZED IRRIGATION METER BEHIND NEW SIDEWALK.
  5. I-15 CORE CONTRACTOR TO REMOVE EXISTING LIGHT POLE AND JUNCTION BOX.

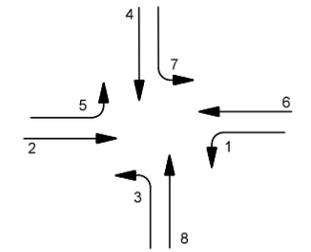
<b>PRELIMINARY</b> NOT FOR CONSTRUCTION	
<b>SPANISH FORK CITY</b> ROADWAY DESIGN	DRAWN BY: KKH OC CHECKED BY: KA
<b>1000 N MAIN STREET</b> TRAFFIC SIGNAL	APPROVED _____ DATE _____ PROFESSIONAL ENGINEER
PROJECT NUMBER	SIGNAL UTILITIES
SHEET NO. SG-2A	

# EXHIBIT B

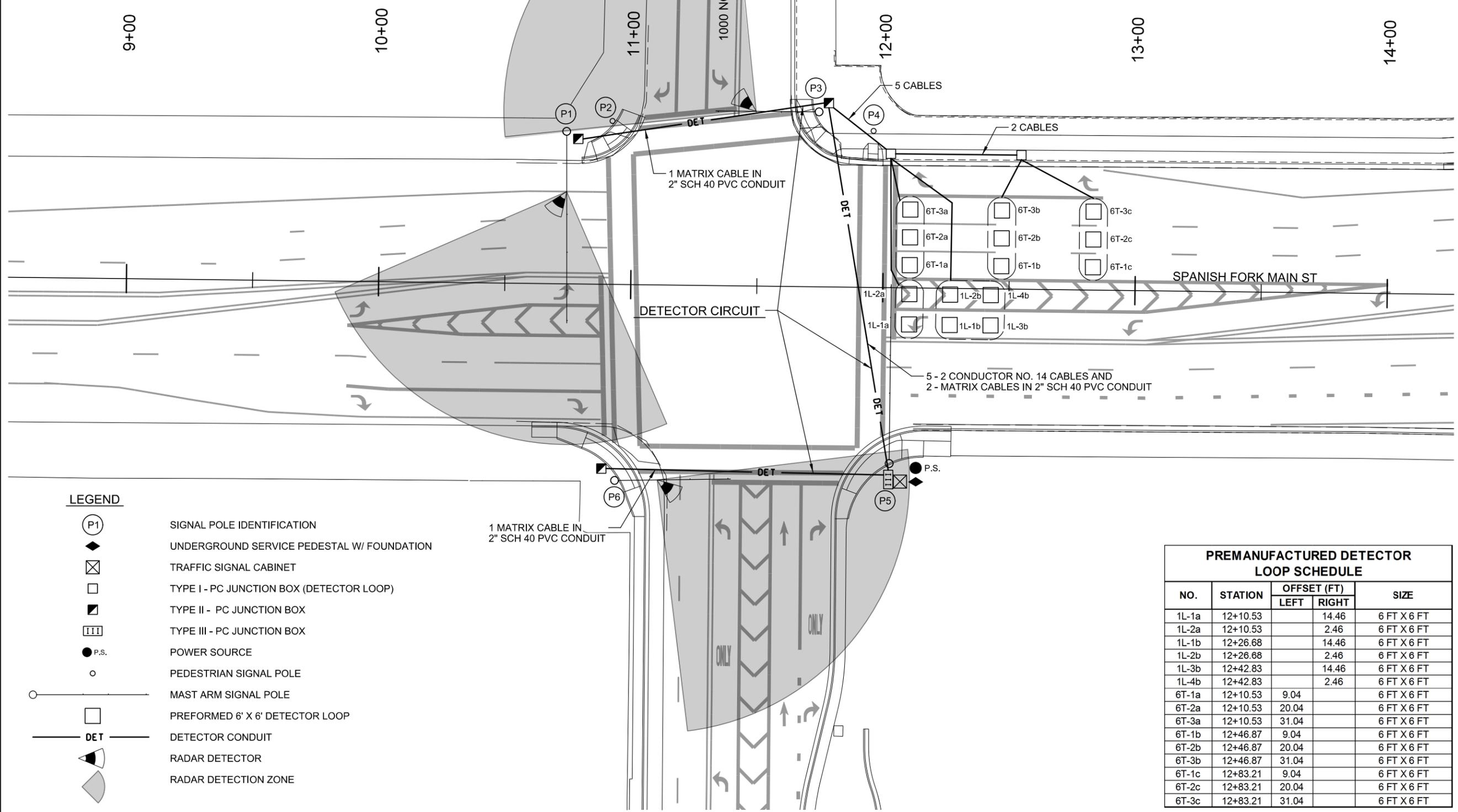
4/2/2012 9:06:35 AM O:\2011\PC-050-1109 Spanish Fork Master Services Agreement\Task Order A-1000 N Main Street\Sheet\_Files\Signals\_Lighting\050-1109\SG-3A.dwg

### NOTES:

1. ALL DIMENSIONS IN FEET UNLESS OTHERWISE NOTED.
2. PROVIDE AND INSTALL PREMANUFACTURED LOOP DETECTION SYSTEM.
3. LOCATION OF LOOPS ARE APPROXIMATE. FIELD VERIFY LOCATION PRIOR TO INSTALLATION.
4. MOUNT MATRIX RADAR DETECTORS ON BACK OF MAST ARM UNLESS INDICATED OTHERWISE ON THE PLAN SHEETS.
5. INSTALL CABLES FOR PUSH BUTTON CIRCUIT IN SAME CONDUIT AS DETECTOR CIRCUIT.
6. DETECTOR CABLES IN 2 INCH SCH. 40 PVC CONDUIT EXCEPT AS NOTED.
7. LOOP DETECTORS ON NORTH LEG ARE TO BE INSTALLED BY THE I-15 CORE PROJECT.



NEMA PHASE ASSIGNMENT



### LEGEND

- P1 SIGNAL POLE IDENTIFICATION
- UNDERGROUND SERVICE PEDESTAL W/ FOUNDATION
- TRAFFIC SIGNAL CABINET
- TYPE I - PC JUNCTION BOX (DETECTOR LOOP)
- TYPE II - PC JUNCTION BOX
- TYPE III - PC JUNCTION BOX
- P.S. POWER SOURCE
- PEDESTRIAN SIGNAL POLE
- MAST ARM SIGNAL POLE
- PREFORMED 6' X 6' DETECTOR LOOP
- DET DETECTOR CONDUIT
- RADAR DETECTOR
- RADAR DETECTION ZONE

PREMANUFACTURED DETECTOR LOOP SCHEDULE				
NO.	STATION	OFFSET (FT)		SIZE
		LEFT	RIGHT	
1L-1a	12+10.53		14.46	6 FT X 6 FT
1L-2a	12+10.53		2.46	6 FT X 6 FT
1L-1b	12+26.68		14.46	6 FT X 6 FT
1L-2b	12+26.68		2.46	6 FT X 6 FT
1L-3b	12+42.83		14.46	6 FT X 6 FT
1L-4b	12+42.83		2.46	6 FT X 6 FT
6T-1a	12+10.53	9.04		6 FT X 6 FT
6T-2a	12+10.53	20.04		6 FT X 6 FT
6T-3a	12+10.53	31.04		6 FT X 6 FT
6T-1b	12+46.87	9.04		6 FT X 6 FT
6T-2b	12+46.87	20.04		6 FT X 6 FT
6T-3b	12+46.87	31.04		6 FT X 6 FT
6T-1c	12+83.21	9.04		6 FT X 6 FT
6T-2c	12+83.21	20.04		6 FT X 6 FT
6T-3c	12+83.21	31.04		6 FT X 6 FT

**PRELIMINARY**  
NOT FOR CONSTRUCTION

SPANISH FORK CITY  
ROADWAY DESIGN

DRAWN BY: KKH  
CHECKED BY: KA

APPROVED: \_\_\_\_\_  
DATE: \_\_\_\_\_  
PROFESSIONAL ENGINEER

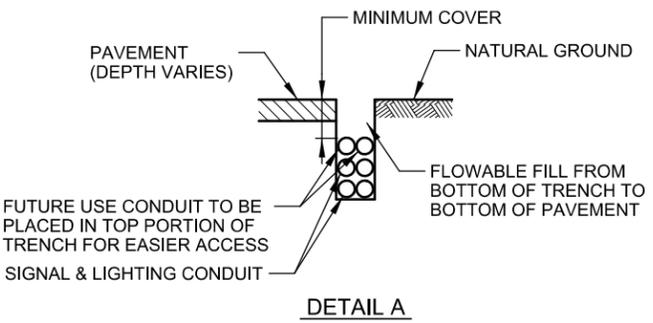
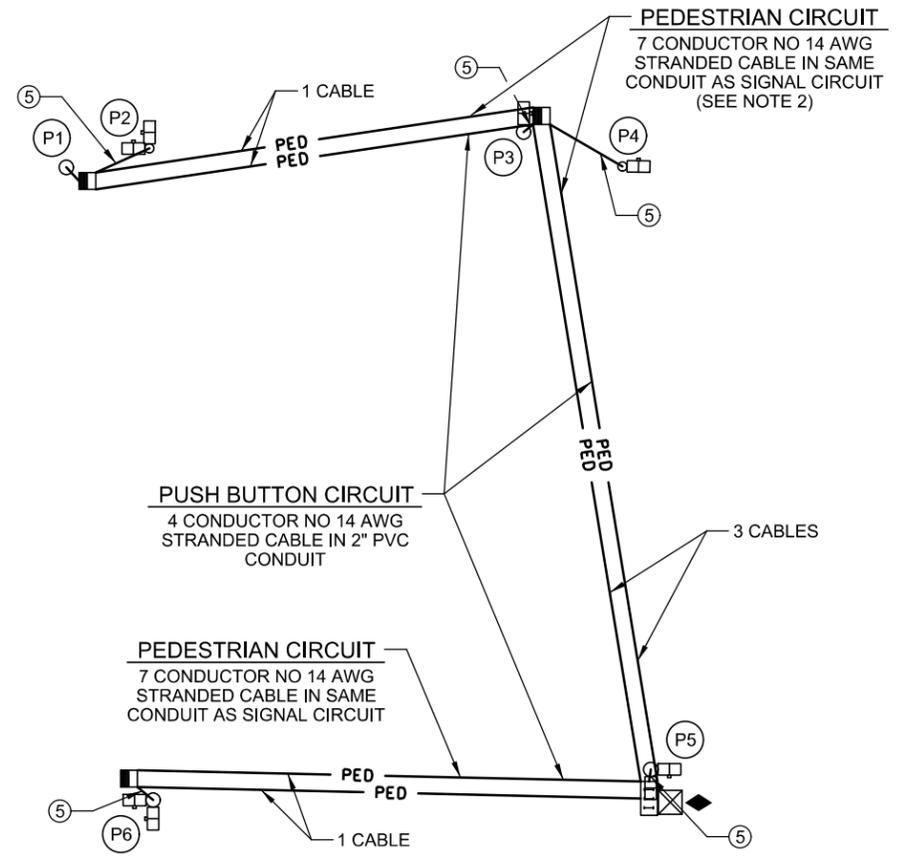
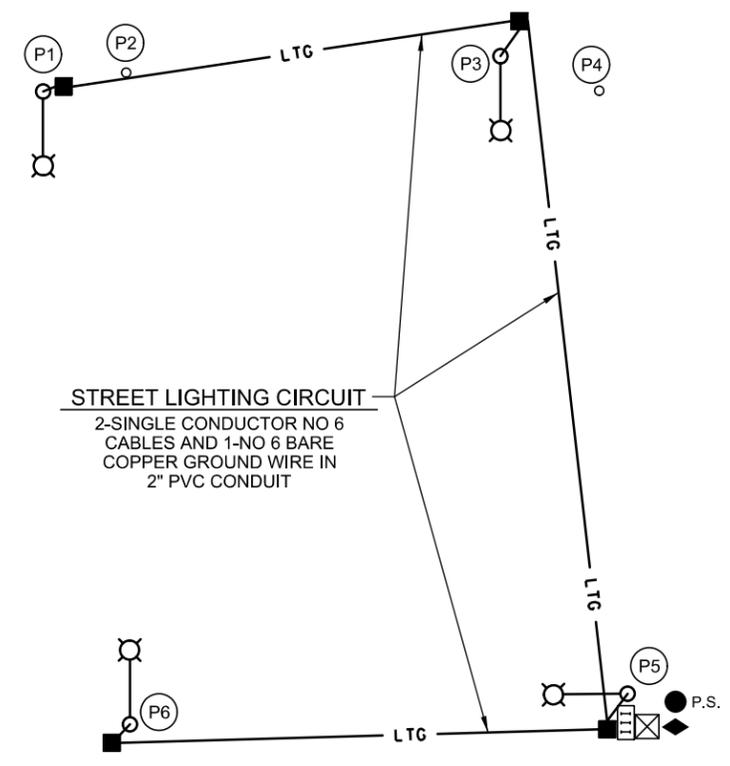
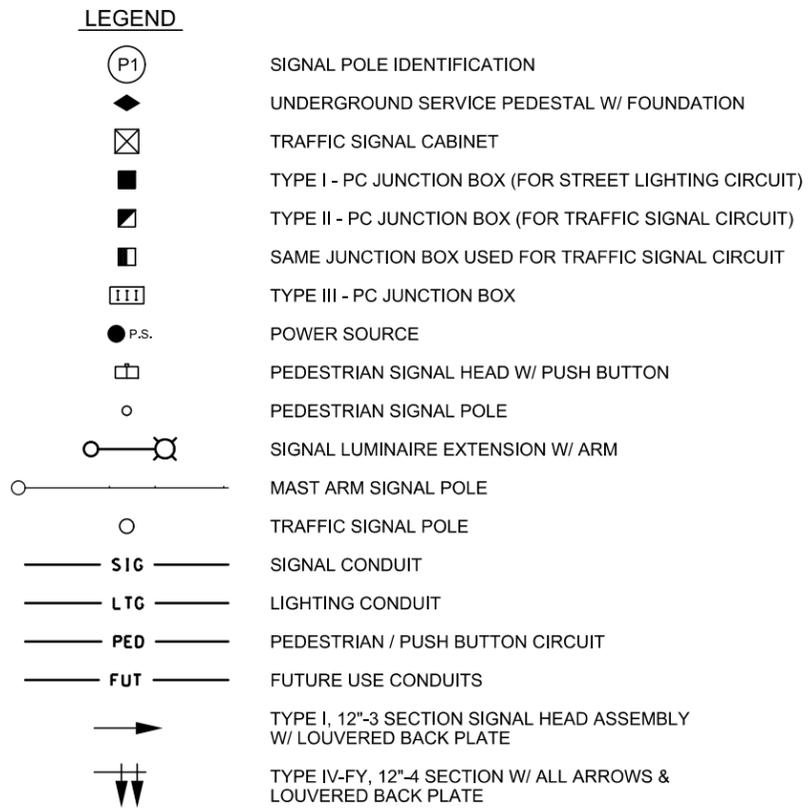
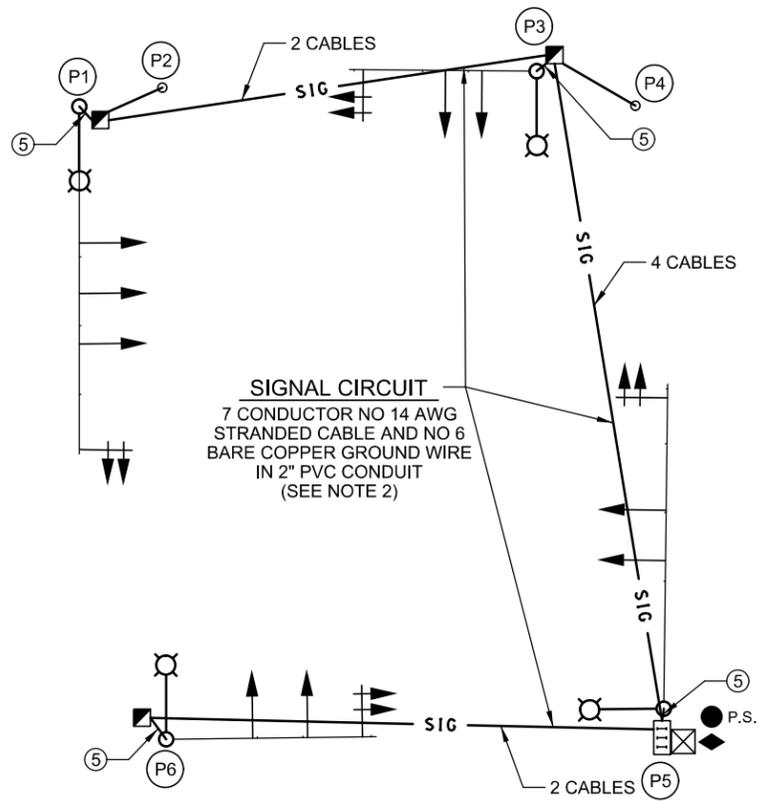
PROJECT: 1000 N MAIN STREET  
TRAFFIC SIGNAL

PROJECT NUMBER: \_\_\_\_\_  
SIGNAL DETECTOR

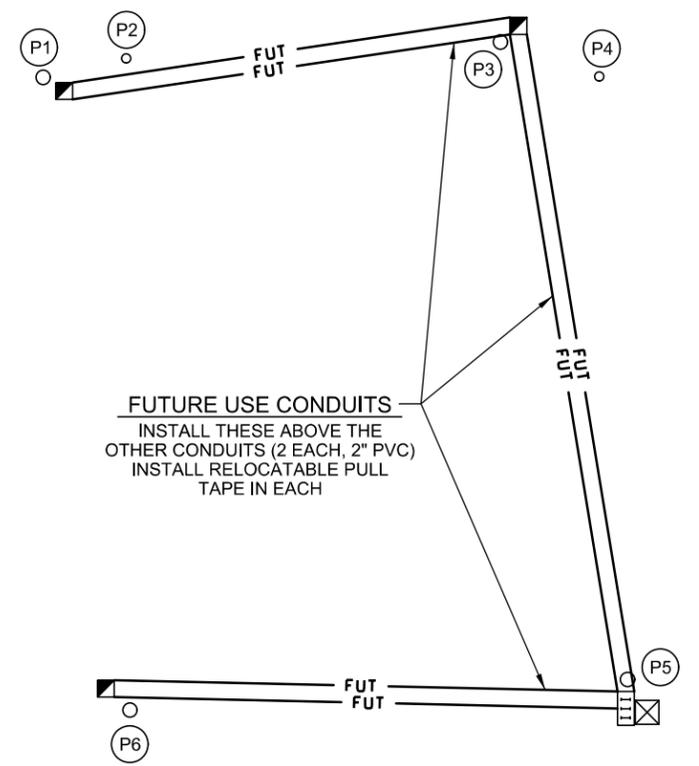
SHEET NO. SG-3A

# EXHIBIT B

4/2/2012 9:05:36 AM O:\2011\PC-050-1109 Spanish Fork Master Services Agreement\Task Order A-1000 N Main Street\Sheet\_Files\SIGNALS\_Lighting\050-1109\SG-4A.dwg



- NOTES:**
- ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
  - INSTALL CABLES FOR TRAFFIC SIGNAL CIRCUIT, AND PEDESTRIAN SIGNAL CIRCUIT IN SAME CONDUIT.
  - MINIMUM COVER REQUIREMENTS:
    - A. 36 INCH FOR DIRECTIONAL BORINGS.
    - B. 24 INCH FOR TRENCHES ACROSS ROADWAYS.
    - C. 18 INCH FOR TRENCHES OFF ROADWAY WITHOUT CONCRETE ENCASEMENT OR CAPPING.
    - D. 12 INCH FOR TRENCHES OFF ROADWAYS WITH CONCRETE ENCASEMENT OR CAPPING.
  - INSTALL CABLES FOR PUSH BUTTON CIRCUIT AND DETECTOR HOME RUN CIRCUIT IN SAME CONDUIT.
  - 2 CABLES BETWEEN POLE AND JUNCTION BOX.
  - ALL BORED CONDUIT SHALL BE HDPE. TRENCHED CONDUIT MAY BE HDPE OR PVC.



**PRELIMINARY**  
NOT FOR CONSTRUCTION

SPANISH FORK CITY ROADWAY DESIGN		DRAWN BY	KKH
		OC CHECKED BY	KA
APPROVED		DATE	
1000 N MAIN STREET	TRAFFIC SIGNAL	SIGNAL CIRCUITS	
PROJECT	PROJECT NUMBER	PROFESSIONAL ENGINEER	
SHEET NO.		SG-4A	



# EXHIBIT B

# SIGNAL SCHEDULE SHEET

- NOTES:**
- DIRECT BURIAL CABLE - STRANDED, SHIELDED BETWEEN JACKETS, INNER JACKET OF POLYETHYLENE OUTER JACKET OF BLACK POLYETHYLENE (IMSA SPEC. 60-6).
  - SINGLE CONDUCTOR NO. 14 CABLE - CROSSLINKED POLYETHYLENE, STRANDED WIRE (IMSA SPEC. 51-3). TWO CONDUCTOR NO. 14 STRANDED, SHIELDED CABLE - POLYETHYLENE INNER JACKET, OUTER JACKET OF POLYETHYLENE (IMSA SPEC. 50-2).
  - USE CONTROLLER CABINET FOUNDATION CONDUITS AS FOLLOWS:
    - SIGNAL CIRCUIT CABLES.
    - VIDEO POWER AND DETECTION CIRCUIT CABLES.
    - PEDESTRIAN CIRCUIT CABLES.
    - PEDESTRIAN PUSH BUTTON CIRCUIT CABLES.
    - DETECTOR CIRCUITS (USE REMAINING CONDUIT AS NEEDED).
    - 120/240 VOLT POWER CIRCUIT TO THE CONTROLLER CIRCUIT BREAKER OR UNDERGROUND SERVICE PEDESTAL.
  - PROVIDE 3-FEET EXTRA CABLE LENGTH COILED INSIDE EACH JUNCTION BOX FOR EACH CIRCUIT (POWER, SIGNAL, DETECTOR, LIGHTING, ETC.).
  - INSTALL 3/4" x 8" GROUND ROD IN EACH JUNCTION BOX WITH 120 LINE VOLTAGE AND ABOVE.
  - USE RHH-USE-RHW ELECTRICAL CABLE, COPPER, RATED FOR 600 VOLTS.
  - CONTACT THE SERVING POWER COMPANY A MINIMUM OF THIRTY (30) WORKING DAYS BEFORE POWER SERVICE IS REQUIRED.
  - POWER SOURCE - SEE UDOT STD DWG SL 3 FOR UNDERGROUND SERVICE PEDESTAL DETAIL. IF POLE MOUNTED POWER SOURCE IS SPECIFIED SEE UDOT STD DWG SL 6 FOR DETAILS. MAKE ALL ARRANGEMENTS WITH LOCAL POWER COMPANY FOR INSTALLATION AND PAY ALL NECESSARY CONNECTION FEES.
  - PLACE ALL CONDUIT IN SAME TRENCH WHERE POSSIBLE.
  - CONSTRUCT SIGNAL IN A MANNER TO AVOID DAMAGE TO EXISTING UTILITIES. ASSUME RESPONSIBILITY FOR ANY UTILITY DAMAGED BY YOUR CONSTRUCTION OPERATIONS. THE PLANS SHOW BURIED UTILITY LOCATIONS IN THEIR APPROXIMATE LOCATION ONLY.
  - SWAB DRY ALL CONDUITS BEFORE PULLING CABLE.
  - SEE UDOT STD DWG SL 10 FOR CONTROLLER BASE DETAILS INCLUDING REQUIRED CONDUIT SIZE AND QUANTITY.
  - EXTEND CONDUIT ENDS INSIDE ALL JUNCTION BOXES A MINIMUM OF 1" TO A MAX. OF 3".
  - PLACE MAST ARM AT 90° TO ROADWAY UNLESS DETAILED OTHERWISE ON PLAN SHEETS.
  - USE INCANDESCENT LOOK LED MODULES FOR TRAFFIC AND PEDESTRIAN SIGNAL HEADS.
  - WIRING AND CONDUIT QUANTITIES TO BE CALCULATED BY CONTRACTOR.

LOCATION	SIGNAL STRUCTURAL SUPPORT SYSTEM						SIGNAL HEAD										POWER SOURCE SYSTEMS (SEE NOTES 7 & 8 THIS SHEET)							
	MAST ARM SIGNAL POLE FOUNDATION 3' x 12'	TRAFFIC SIGNAL POLE FOUNDATION 2' X 3'	TYPE 5 CABINET FOUNDATION	TYPE 6 CABINET FOUNDATION	UNDERGROUND SERVICE PEDESTAL FOUNDATION	MESSENGER (STRANDED) 5/16" CABLE	TYPE I SIGNAL HEAD W/LED MODULES	TYPE II SIGNAL HEAD W/LED MODULES	TYPE III SIGNAL HEAD W/LED MODULES	TYPE IV SIGNAL HEAD W/LED MODULES	TYPE V SIGNAL HEAD W/LED MODULES	SINGLE SECTION SIGNAL HEAD W/LED MODULE	BACK PLATE (LOUVERED) (FOR TYPE I, II, III)	BACK PLATE (LOUVERED) (FOR TYPE IV)	46" SIGNAL HEAD BRACKET	56" SIGNAL HEAD BRACKET	MAST ARM MOUNTED SIGN WITH MOUNTING BRACKETS	SIGNAL & LIGHTING				UNDERGROUND SERVICE PEDESTAL	POWER SOURCE (3 WIRE 240 VOLT)	
																		SINGLE CONDUCTOR NO. 4 CABLE	SINGLE CONDUCTOR NO. 6 CABLE	3" P V C CONDUIT	3" GALV. RIGID STEEL CONDUIT			
EA	EA	EA	EA	EA	EA	LIN FT	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	LIN FT	LIN FT	LIN FT	LIN FT	EA	EA	
MAIN ST 1000 NORTH	4	2		1	1		9			4			9	4	9	4	5						1	1
TOTAL	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
USE	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	

LOCATION	SIGNAL AND PEDESTRIAN SIGNAL HEAD SYSTEMS					INTERCONNECT SYSTEM			STREET LIGHTING LUMINAIRES FULL CUTOFF					GROUND SYSTEM			DETECTION DEVICE							JUNCTION BOX			FUTURE USE											
	COUNT DOWN PEDESTRIAN SIGNAL HEAD	7 CONDUCTOR NO. 14 CABLE (PEDESTRIAN CIRCUIT)	NO. 14 CABLE & CONDUIT (IMSA SPECS 20-1)			NO. 19 PE CABLE	NO. 19 PE CABLE	1 1/2" PVC CONDUIT	3" P V C CONDUIT	TYPE III 120/208/240 V LUMINAIRE W/P.E. CTRL.		TYPE III LUMINAIRE 480 V W/OUT P.E. CTRL.			NO. 4 SINGLE CONDUCTOR CABLE	NO. 6 SINGLE CONDUCTOR CABLE	NO. 12 SINGLE CONDUCTOR CABLE	2" PVC CONDUIT	NO. 6 GROUND WIRE	NO. 12 GROUND WIRE	GROUND ROD 3/4" x 8'	SENSING UNITS			CABLES				CONDUIT			POLYMER CONCRETE TYPE I-PC	POLYMER CONCRETE TYPE II-PC	POLYMER CONCRETE TYPE III-PC	2" PVC CONDUIT W/NO.14 SINGLE COND. PULL WIRE	TRENCHING AND BACKFILL SOIL	TRENCHING AND BACKFILL ASPHALT	CONCRETE PAVEMENT SAWING
			SIGNAL CIRCUIT	7 CONDUCTOR (IN POLE)	7 CONDUCTOR (IN CONDUIT)					2" PVC	HPS 400W	HPS 250W	HPS LUMINAIRE TILT TABLE	HPS 400W								HPS 250W	PUSH BUTTON AND SIGN	2 CONDUCTOR NO. 14 (DETECTOR CIRCUIT)	4 CONDUCTOR NO. 14 (PUSH BUTTON CRT.)	SMART SENSOR ADVANCE CABLE	SMART SENSOR MATRIX CABLE	COAX CABLE	3/4" PVC	1" PVC	1 1/2" PVC							
EA	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT	EA	EA	EA	EA	EA	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT	EA	LIN FT	EA	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT	EA	EA	EA	LIN FT	LIN FT	LIN FT				
MAIN ST 1000 NORTH	8																		8		8								6	3	1							
TOTAL	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
USE	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*

\* THESE ITEMS ARE COMBINED ON ESTIMATE AS TRAFFIC SIGNAL SYSTEM      \$ THESE ITEMS ARE CALCULATED BY THE CONTRACTOR.

PRELIMINARY

NOT FOR CONSTRUCTION

**SPANISH FORK CITY**  
ROADWAY DESIGN

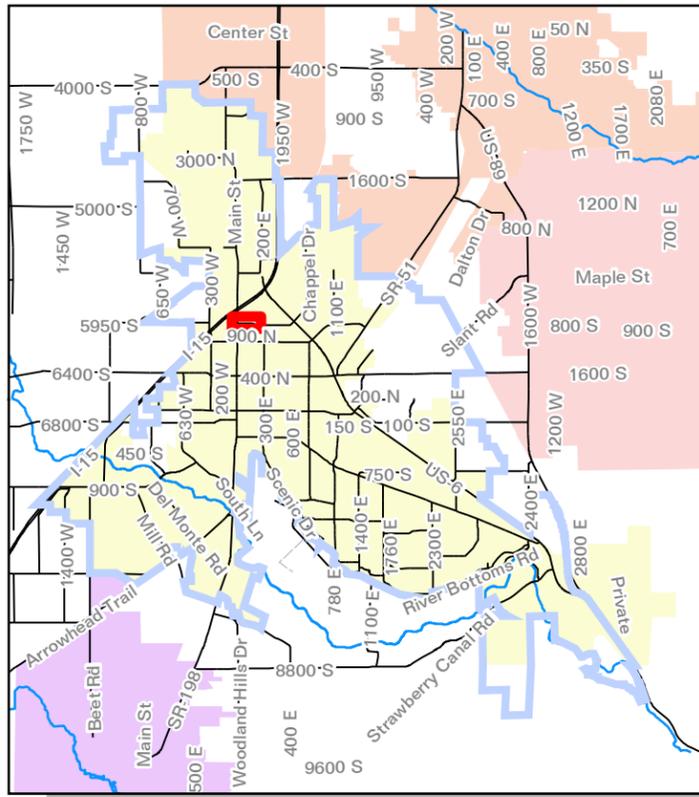
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OC CHECKED BY TN

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
PROFESSIONAL ENGINEER

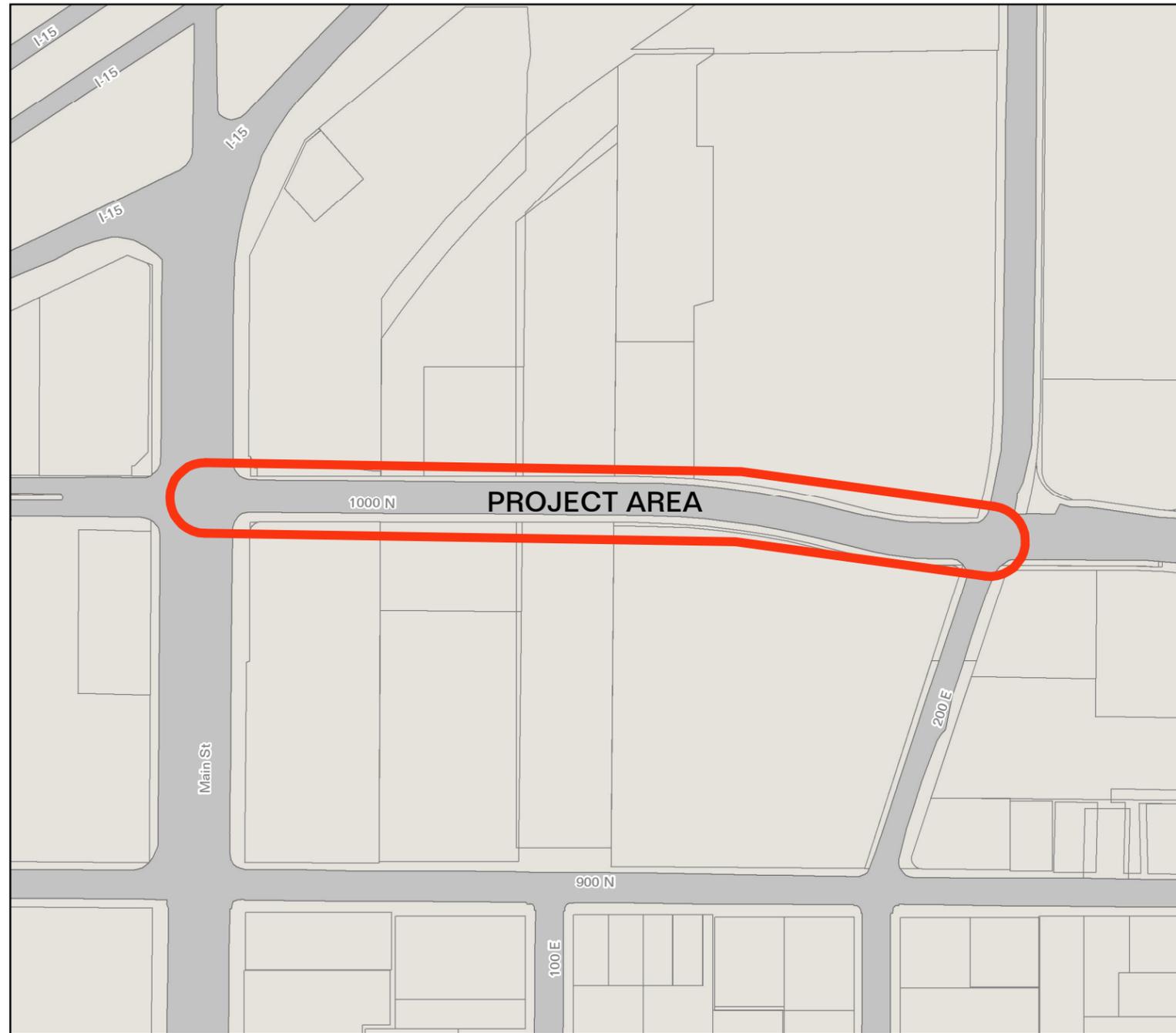
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TRAFFIC SIGNAL  
SIGNAL SCHEDULE

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Project Book Page Index	
DEMO	DEMOLITION
W-1	WATERLINE PLANS
SD-1	STORM DRAIN STA: 0+00 - 5+25
SD-2	STORM DRAIN STA:5+25 - 11+00
RD-1	GRADING PLAN
RD-2	STRIPING PLAN
D1	DETAILS
D2	DETAILS
D3	DETAILS
D4	DETAILS
D5	DETAILS



Mayor: *G. Wayne Anderson*  
 City Council Member: *Steven M Leifson*  
 City Council Member: *Rodney C. Dart*  
 City Council Member: *Richard M. Davis*  
 City Council Member: *Brandon Gordon*  
 City Council Member: *Keir Scoubes*

Public Works Director: *Chris Thompson, P.E.*  
 Assistant City Engineer: *Trapper Burdick, P.E.*  
 City Surveyor: *Jered Johnson, P.L.S.*  
 Design Engineer: *Lua Saluone, E.I.T.*  
 Engineering Tech/Surveyor: *Chad Hill, P.L.S.*  
 Public Works Inspector: *Ryan Baum*

Award Date \_\_\_\_\_  
 Contractor \_\_\_\_\_

Plan # \_\_\_\_\_  
 Plan Holder \_\_\_\_\_

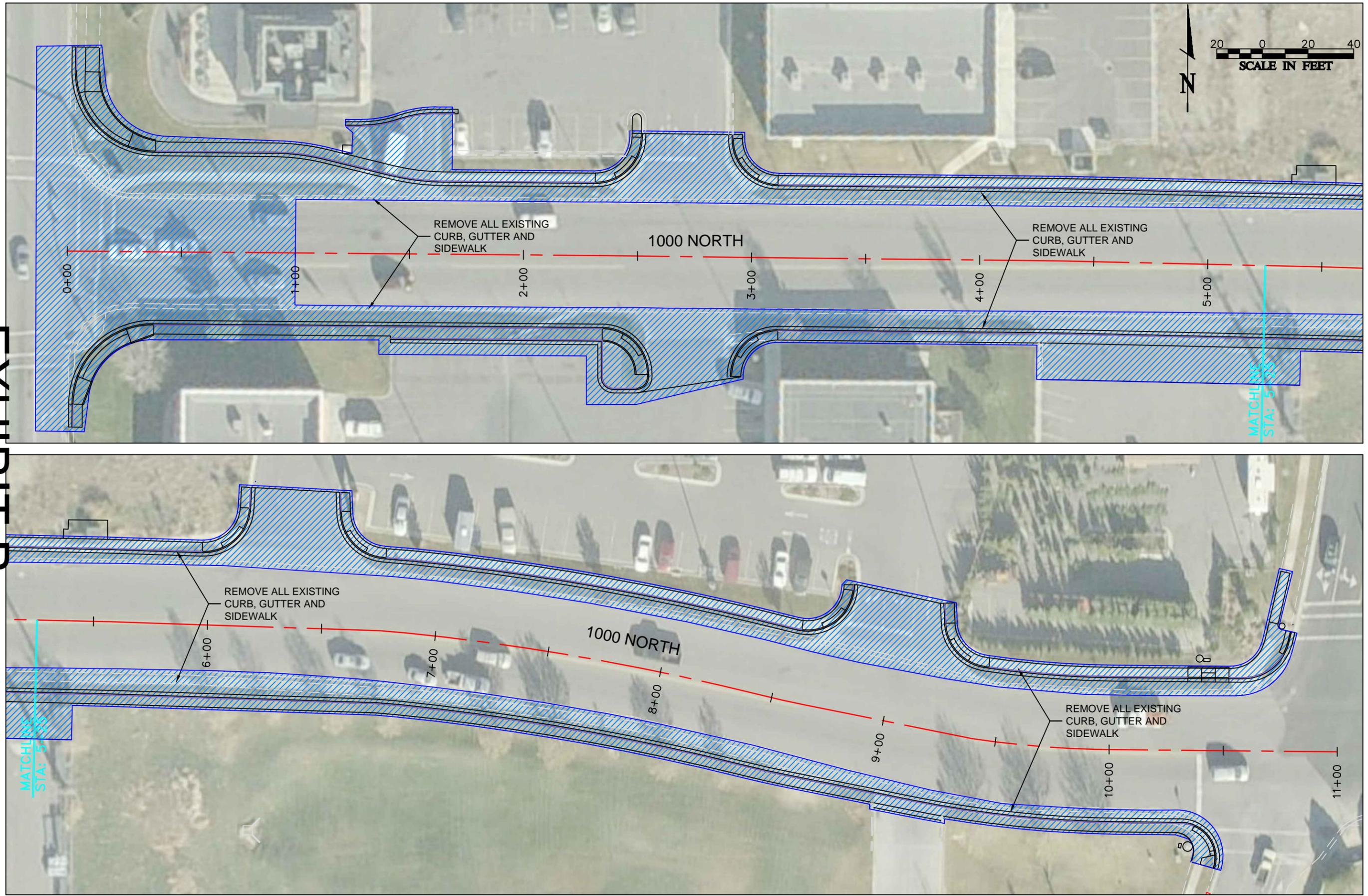
Spanish Fork City Public Works  
 40 South Main Street  
 Spanish Fork, UT 84660  
 Tel: (801) 804-4550  
 Fax: (801) 804-4550

# SPANISH FORK CITY

## 1000 NORTH ROAD WIDENING PROJECT 2012

### MAIN STREET TO 200 EAST

# EXHIBIT B



SPANISH FORK CITY  
ENGINEERING & SURVEYING  
40 SOUTH MAIN STREET  
SPANISH FORK, UTAH 84660  
(801) 804-4550

*Spanish Fork*  
SURROUND  
FOURSEAS

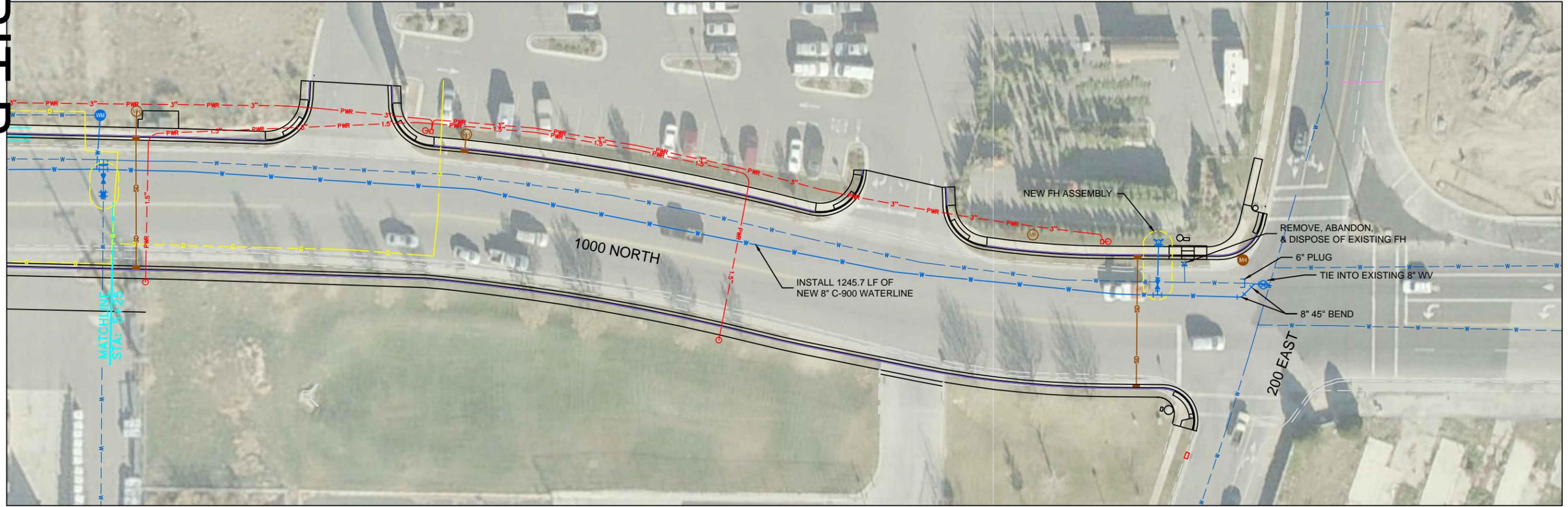
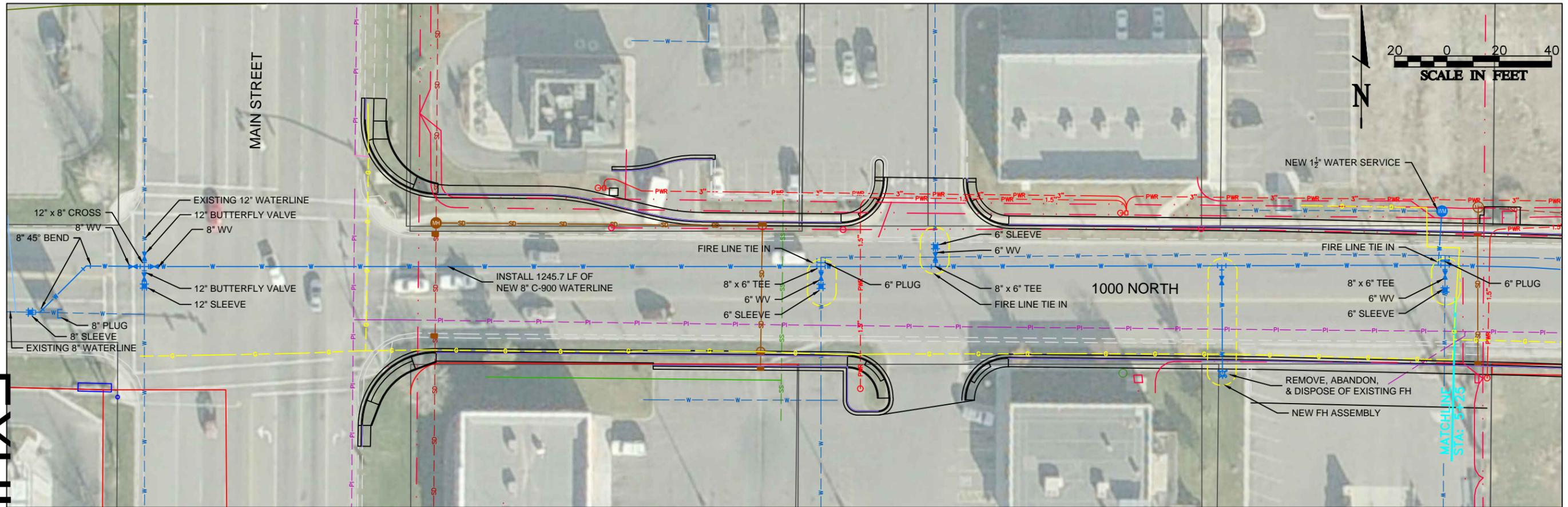
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SPANISH FORK, UT

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DESIGN:	LCS			
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DATE:				4/11/2012

SCALE: 1"=40'

DRAWING #: DEMO - 1

EXHIBIT B



SPANISH FORK CITY  
ENGINEERING & SURVEYING  
40 SOUTH MAIN STREET  
SPANISH FORK, UTAH 84660  
(801) 804-4550

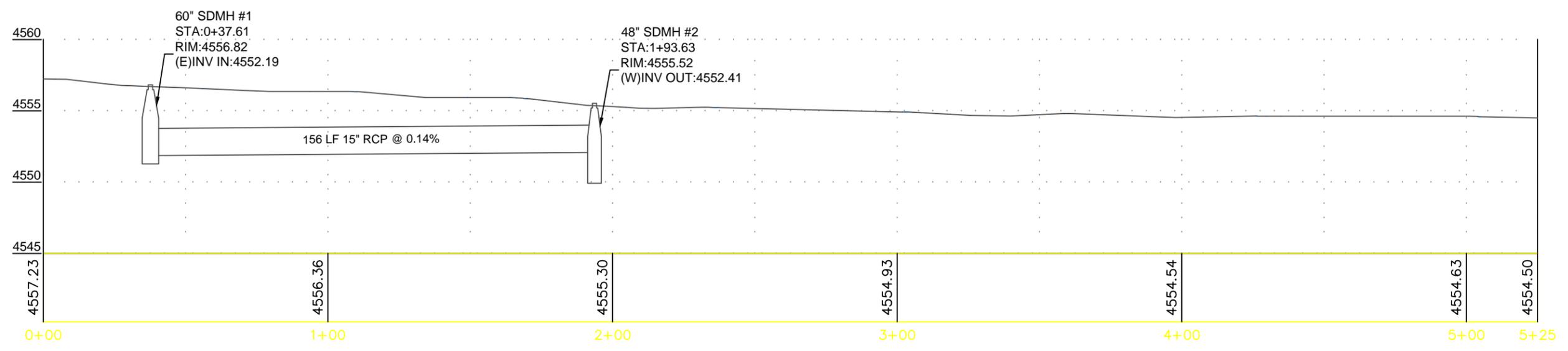
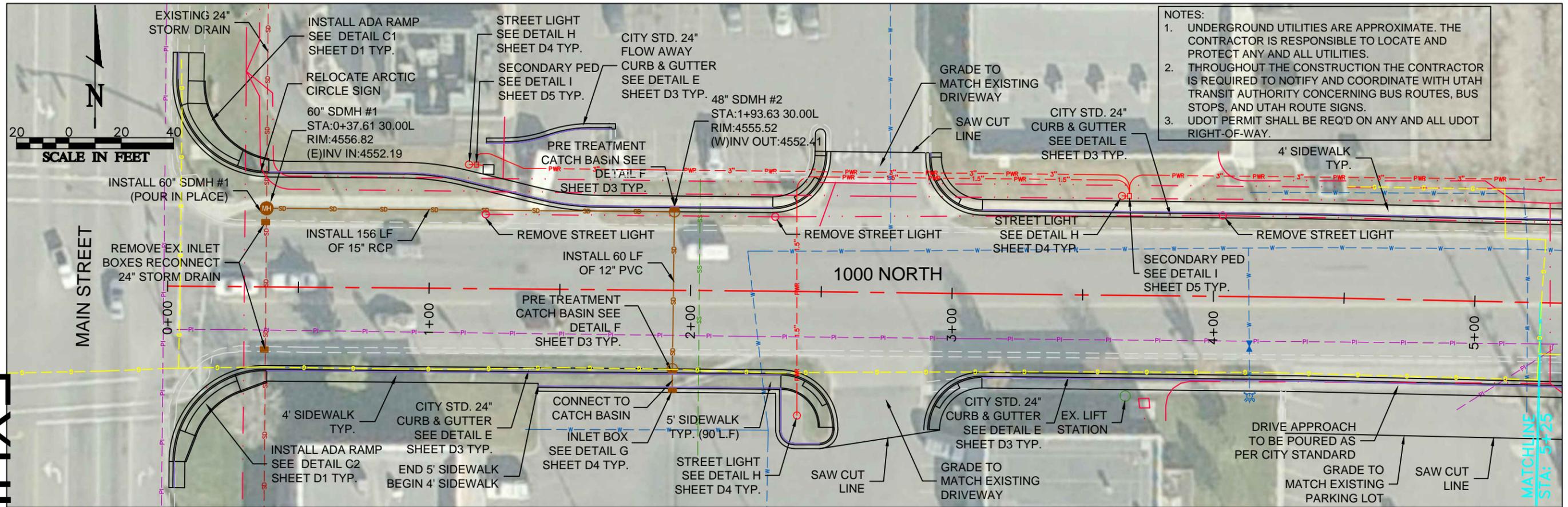


1000 NORTH ROAD WIDENING PROJECT - 2012  
SPANISH FORK, UT

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DATE:				4/11/2012

SCALE: 1"=50'  
DRAWING #: W1

# EXHIBIT B



SPANISH FORK CITY  
 ENGINEERING & SURVEYING  
 40 SOUTH MAIN STREET  
 SPANISH FORK, UTAH 84660  
 (801) 804-4550



## 1000 NORTH ROAD WIDENING PROJECT - 2012

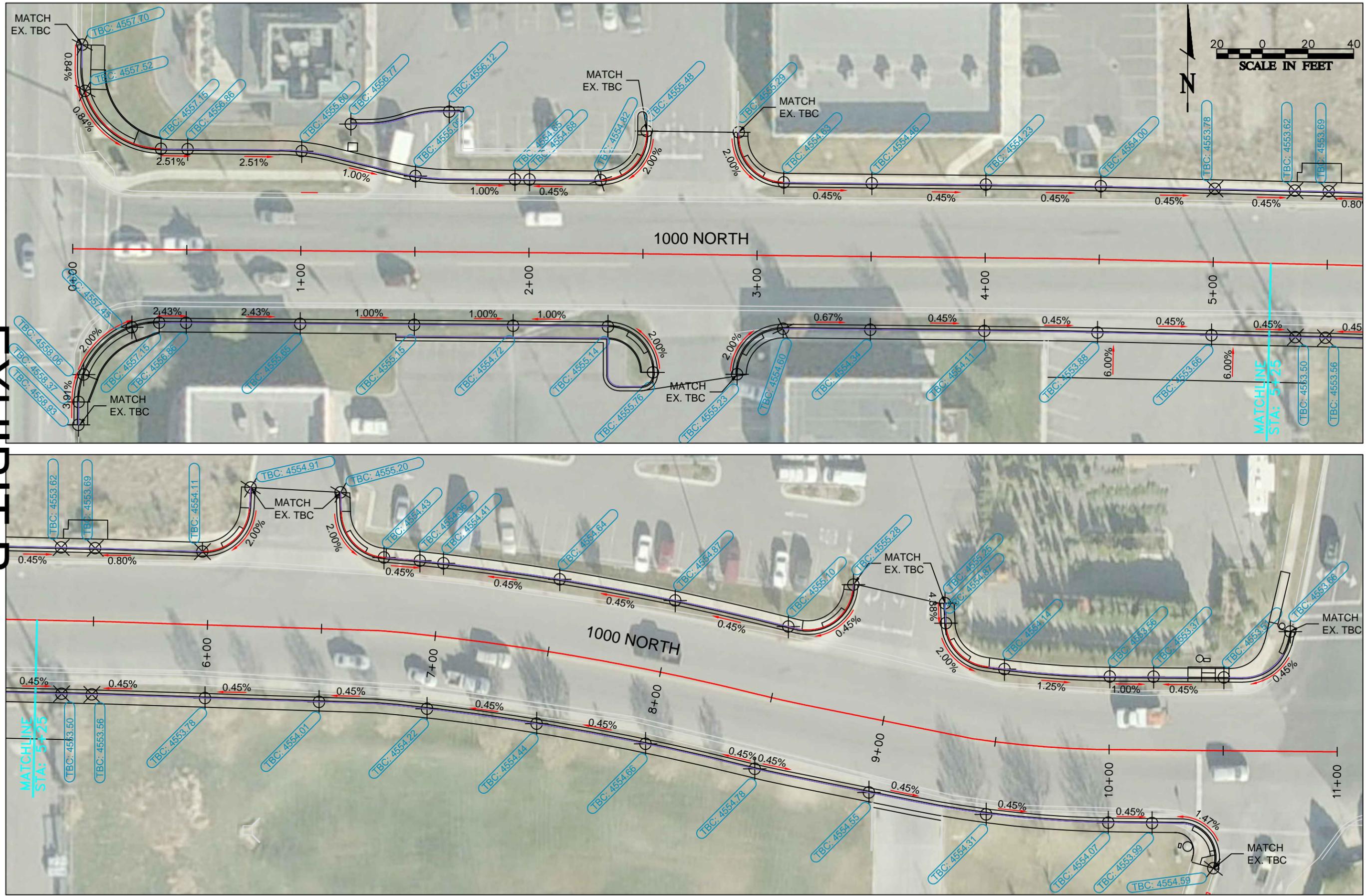
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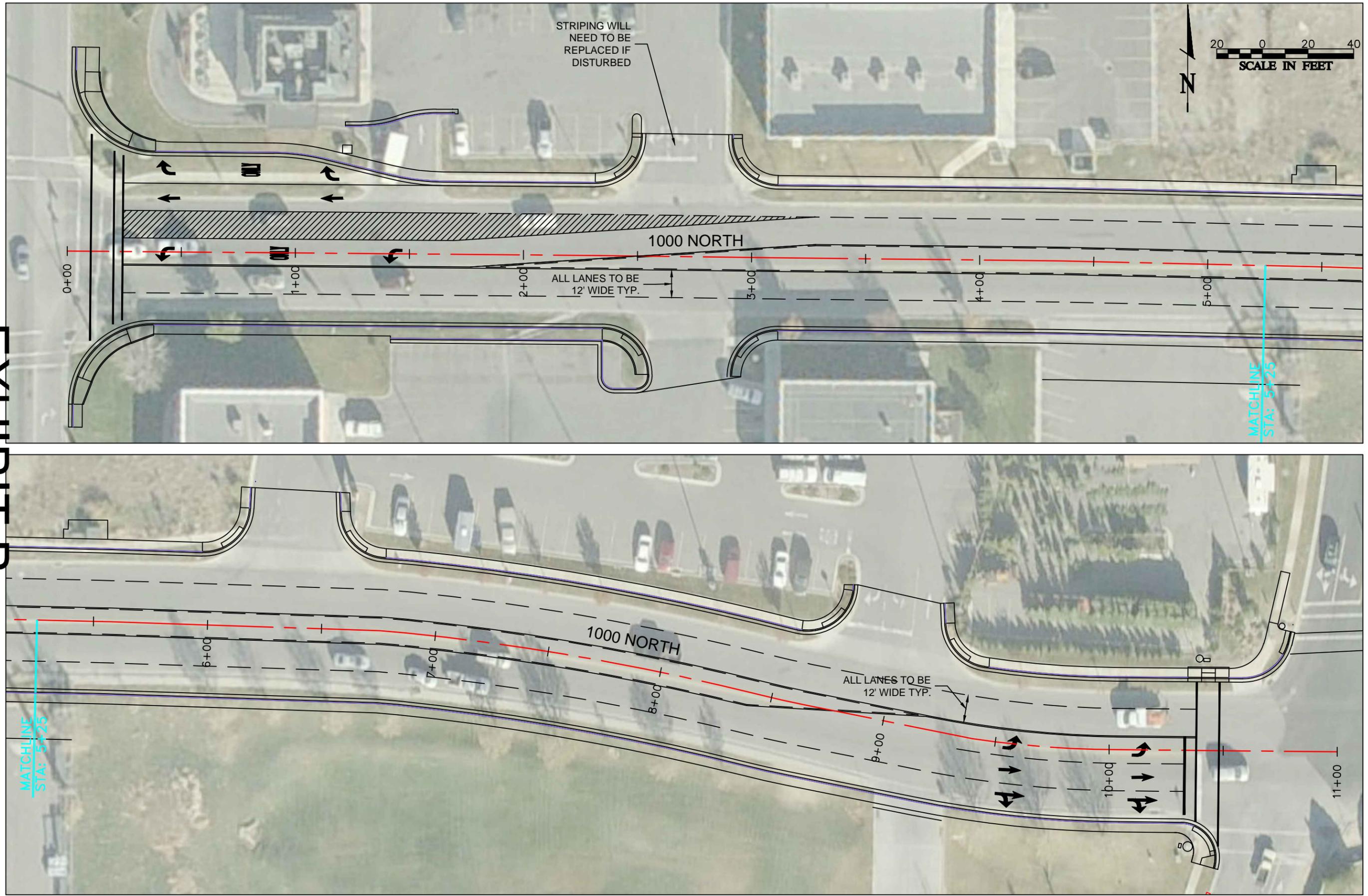
SPANISH FORK CITY  
ENGINEERING & SURVEYING  
40 SOUTH MAIN STREET  
SPANISH FORK, UTAH 84660  
(801) 804-4550



1000 NORTH ROAD WIDENING PROJECT - 2012  
SPANISH FORK, UT

DRAWN:	DATE
CJH	
DESIGN:	BY
LCS	
CHECK:	REVISION
LCS	
DATE:	SCALE:
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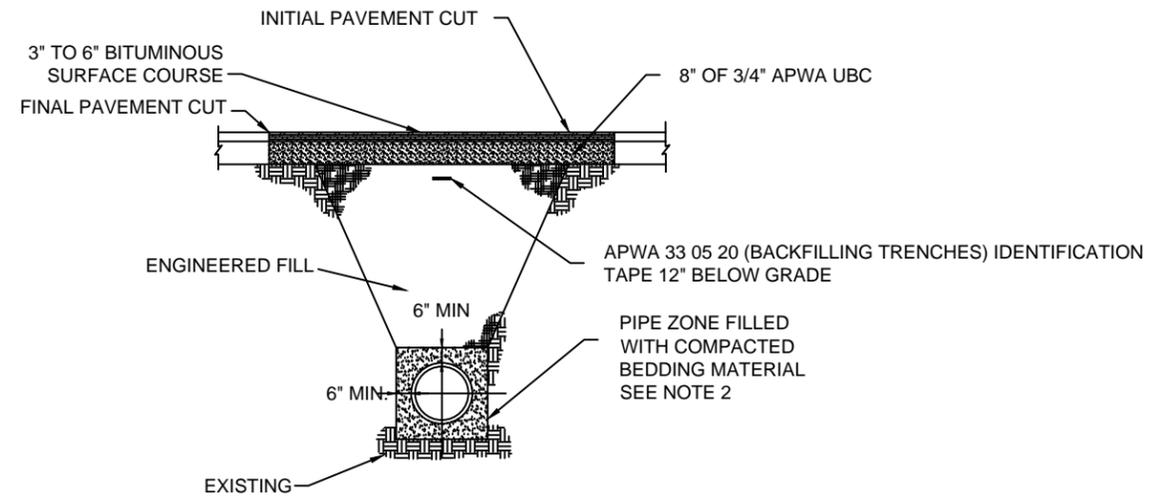
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SPANISH FORK CITY ENGINEERING & SURVEYING 40 SOUTH MAIN STREET SPANISH FORK, UTAH 84660 (801) 804-4550	
1000 NORTH ROAD WIDENING PROJECT - 2012 SPANISH FORK, UT	
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CHECK: LCS	REVISION
DATE: 4/11/2012	
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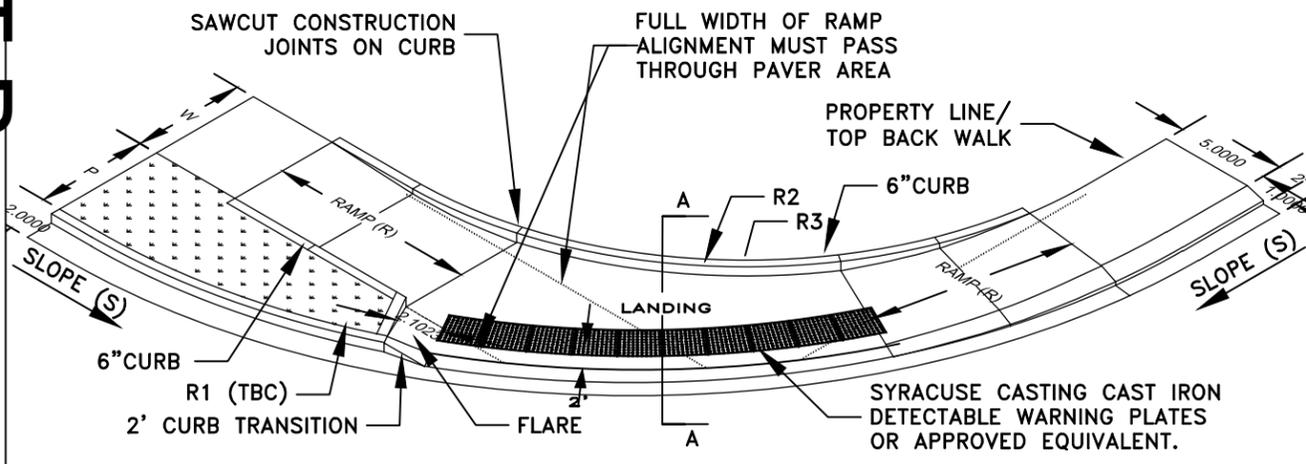
EXHIBIT B

TRENCH DETAIL  
N.T.S. A



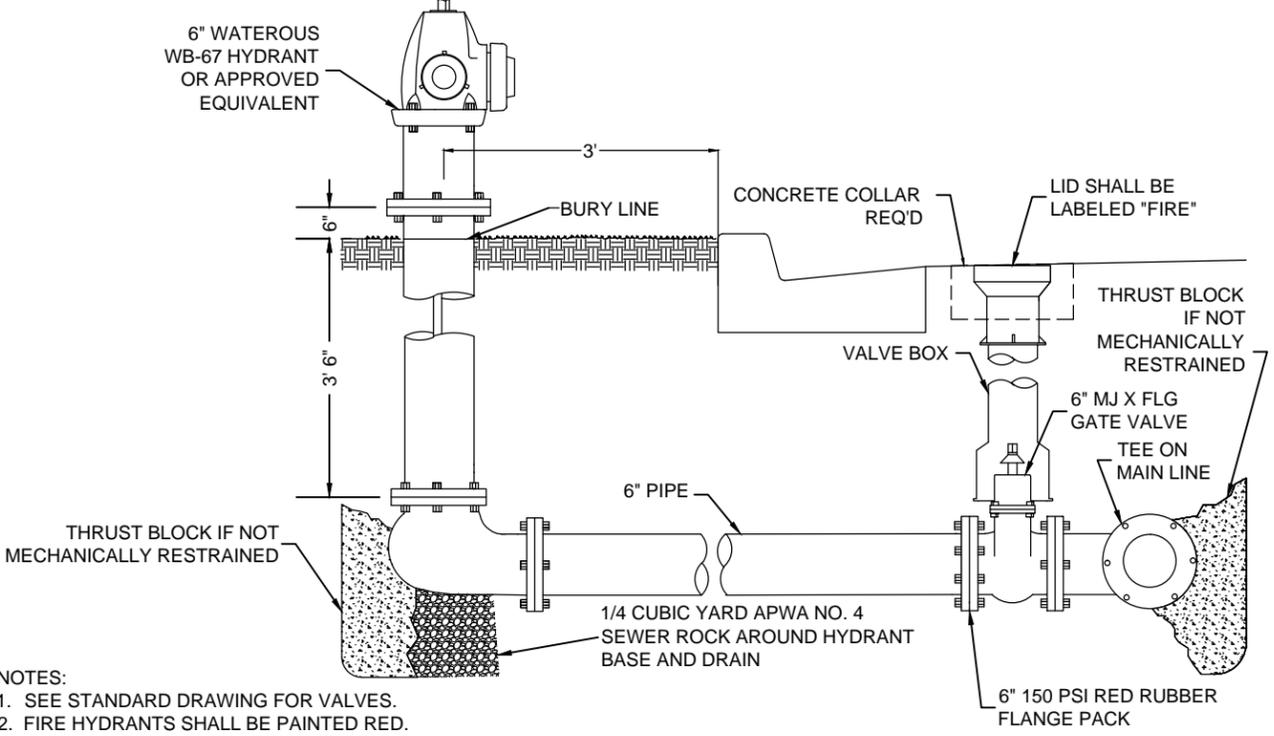
- NOTES:
- PAVEMENT CUTS SHALL BE MADE 6 INCHES OUTSIDE THE EDGE OF TRENCH FOR TRENCHES DEEPER THAN 4 FEET.
  - BEDDING MATERIAL SHALL EXTEND A MINIMUM OF 3" BELOW THE PIPE. FOR CONCRETE PIPE LARGER THAN 24" I.D. A MINIMUM OF 6" OF BEDDING MATERIAL SHALL BE PLACED BELOW THE PIPE.
  - ASPHALT SHALL BE CUT TO THE SPECIFIED WIDTH DURING PIPELINE CONSTRUCTION AND SUBSURFACE RESTORATION. THE FINAL SAW-CUT SHALL BE AN ADDITIONAL 12" WIDER THAN THE EXISTING TRENCH ON EACH SIDE, REMOVING THE ASPHALT AND PROCEEDING WITH THE REMAINDER OF THE RESTORATION.

PLANTER & MONOLITHIC  
N.T.S. C  
1



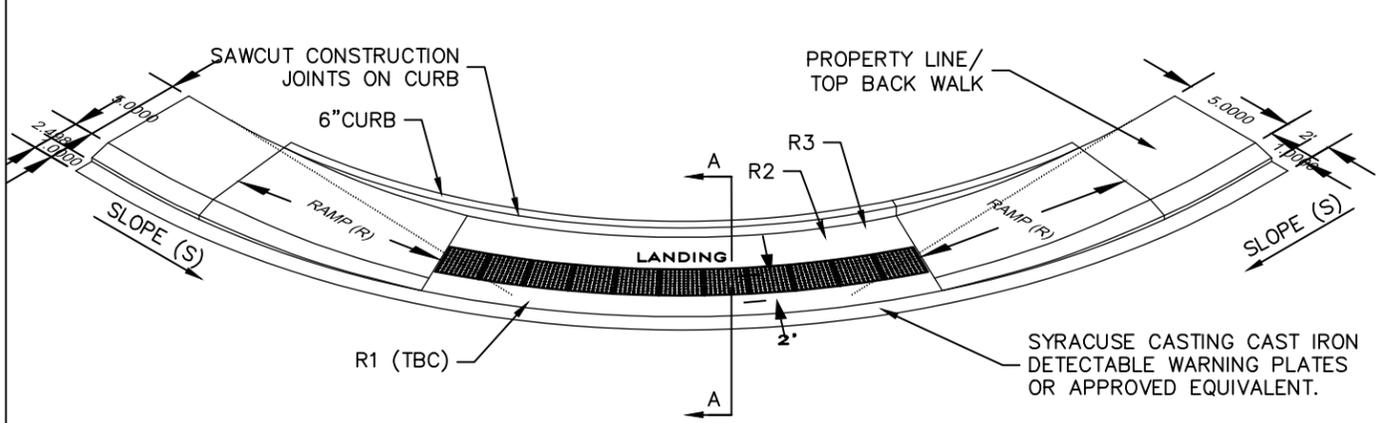
STREET TBC RADIUS (R1)		35' RADIUS		30' RADIUS		25' RADIUS	
SIDEWALK WIDTH (W)	PLANTER WIDTH (P)	PROPERTY LINE RADIUS (R2)	TOP BACK CURB RADIUS (R3)	PROPERTY LINE RADIUS (R2)	TOP BACK CURB RADIUS (R3)	PROPERTY LINE RADIUS (R2)	TOP BACK CURB RADIUS (R3)
10' TRAIL	10'	12'6"	12'	8'6"	8'	4'	4'
5'	10'	20'6"	20'	15'6"	15'	7'	10'
5'	6'	25'6"	25'	20'6"	20'	12'	15'

FIRE HYDRANT  
N.T.S. B



- NOTES:
- SEE STANDARD DRAWING FOR VALVES.
  - FIRE HYDRANTS SHALL BE PAINTED RED.
  - ALL BOLTS SHALL BE FREE FROM CONCRETE AND FULLY ACCESSIBLE.
  - IF THERE IS NOT A PLANTER STRIP OR THE PLANTER STRIP IS TOO NARROW FOR A FIRE HYDRANT THEN THE CENTER OF HYDRANT SHALL BE PLACED 36" BEHIND THE SIDEWALK.
  - THERE SHALL BE NO OBSTACLES INCLUDING BUT NOT LIMITED TO POLES, UTILITY BOXES, TREES, FENCES, OR WALLS WITHIN 6' OF HYDRANT.
  - RISERS MAY ONLY BE USED WHEN AUTHORIZED BY THE CITY ENGINEER OR HIS/HER DESIGNEE.

MONOLITHIC & MONOLITHIC  
N.T.S. C  
2



STREET TBC RADIUS (R1)	35'		30'		25'	
SIDEWALK WIDTH (W)	PROPERTY LINE RADIUS (R2)	TOP BACK CURB RADIUS (R3)	PROPERTY LINE RADIUS (R2)	TOP BACK CURB RADIUS (R3)	PROPERTY LINE RADIUS (R2)	TOP BACK CURB RADIUS (R3)
5'	30'6"	30'	25'6"	25'	20'5"	20'

SPANISH FORK CITY  
ENGINEERING & SURVEYING  
40 SOUTH MAIN STREET  
SPANISH FORK, UTAH 84660  
(801) 804-4550



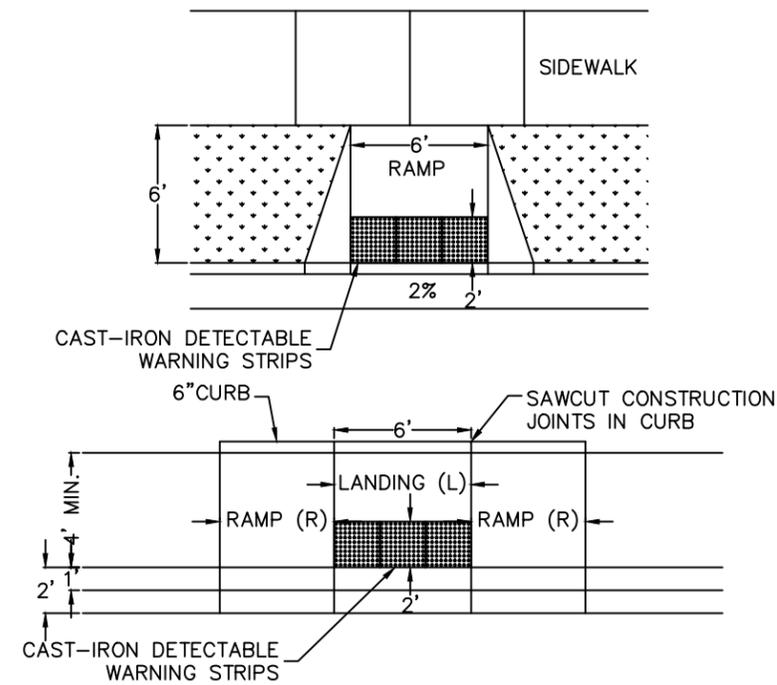
1000 NORTH ROAD WIDENING PROJECT - 2012

SPANISH FORK, UT

DATE	BY	REVISION
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	LCS	2
	TJB	3
4/11/2012		

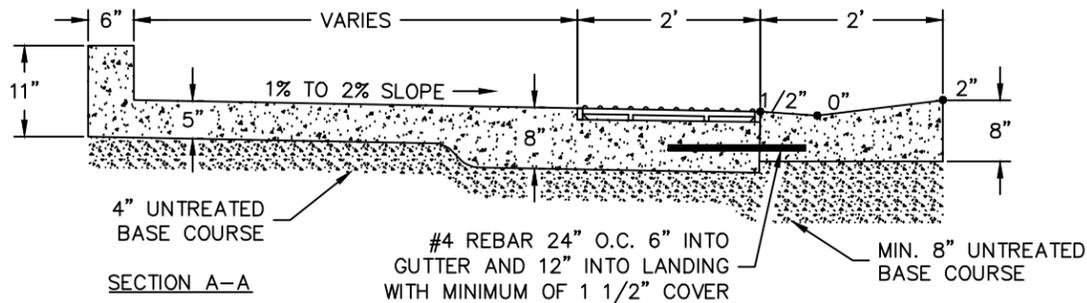
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DRAWING #: D1

MID-BLOCK RAMP  
N.T.S. C  
3



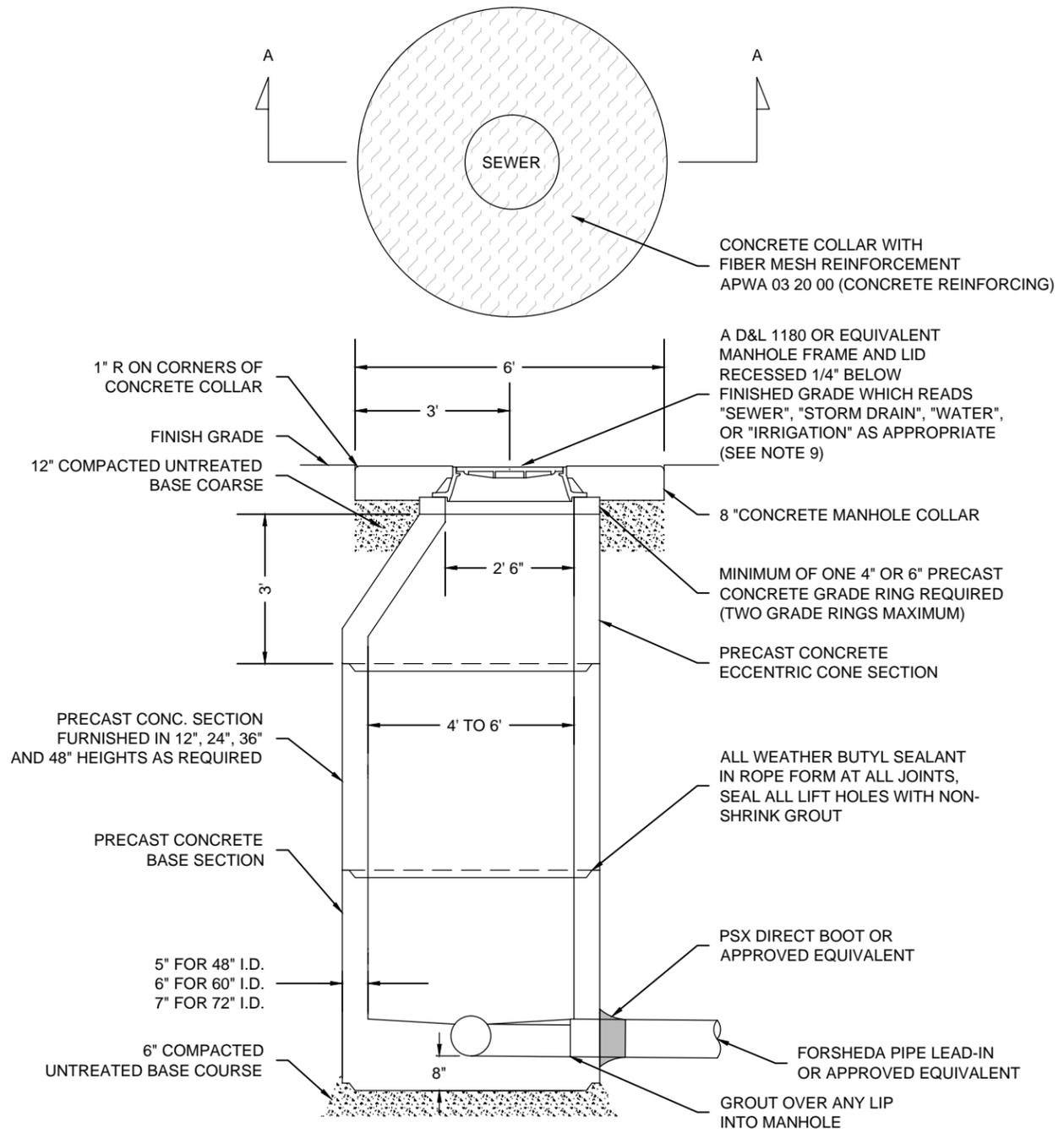
ADA RAMPS CROSS-SECTION  
N.T.S. C  
4

SLOPE OF CURB AND GUTTER TO LANDING (S)	RAMP LENGTH (R)	CURB WALL
-0.45% OR MORE	5'	NO
-0.45% TO -2.0%	10'	YES
-2% OR LESS	15'	YES



- NOTES:
- CONTRACTOR SHALL INSTALL PAVERS ACCORDING TO THE STANDARDS FOR CAST-IRON DETECTABLE WARNING STRIPS AND MATCH PATTERN IN THIS DRAWING. RADIAL PLATES SHALL BE A EAGLE JORDAN IRON WORKS OR APPROVED EQUIVALENT AND SHALL BE ACCORDING TO THE CORRECT TBC RADIUS.
  - THE MAXIMUM SLOPE OF A STREET WITHIN 25' OF THE BEGINNING OF RADIUS IS 5.5%.
  - THE SLOPE OF THE FLOWLINE OF GUTTER THROUGH A PEDESTRIAN RAMP SHALL BE 2.0% OR APPROVED BY CITY ENGINEER.
  - CURB AND GUTTER SLOPE (S) AND RAMP LENGTHS (R) SHALL BE CLEARLY LABELED AND DRAWN ON ALL PLANS, SEE TABLE FOR (R2) AND (R3).
  - RAMPS SHALL NOT EXCEED A 1:12 SLOPE.
  - STANDARD PEDESTRIAN RAMPS HAVE BEEN DESIGNED FOR NEW CONSTRUCTION. REPLACEMENT OF EXISTING PEDESTRIAN RAMS SHALL BE DESIGNED AND STAMPED BY A PROFESSIONAL ENGINEER AND APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE.

MANHOLE  
N.T.S. D  
-



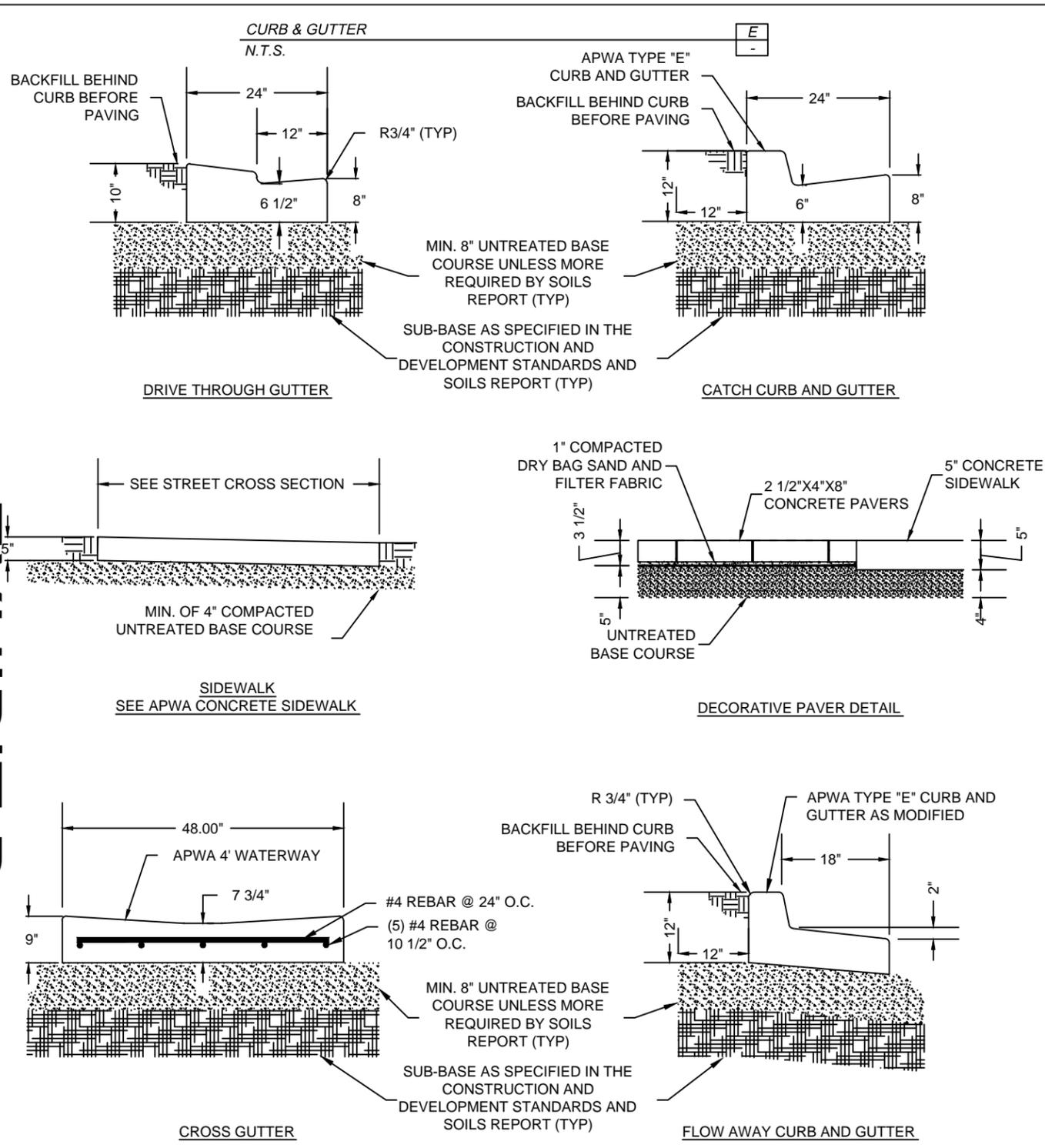
- NOTES:
- USE 4' I.D. MANHOLES FOR MAIN LINES LESS THEN 18" IN DIAMETER; 5' I.D. MANHOLES FOR MAIN LINES 18" TO 30" IN DIAMETER, AND 6' I.D. FOR MAIN LINES GREATER THAN 30" IN DIAMETER.
  - FLAT LIDS MAY BE USED IN LIEU OF ECCENTRIC CONES WHERE NECESSARY. FLAT LIDS SHALL BE OF ECCENTRIC DESIGN AND MEET H20 LIVE LOADING. NO FLAT RING AND COVERS WILL BE ALLOWED UNLESS APPROVED BY CITY ENGINEER OR HIS/HER DESIGNEE.
  - MANHOLE RIMS PLACED IN FIELDS SHALL HAVE SOLID LIDS AND BE BURIED 2 FEET DEEP.
  - MANHOLE RIMS OUT OF STREETS SHALL BE PLACED 4 INCHES ABOVE GRADE.
  - CONCRETE COLLAR AND RIM SHALL BE INSTALLED 1/4" BELOW PAVEMENT SURFACE AFTER THE 1 YEAR PRESERVATION COAT.
  - MANHOLE COLLARS AND RINGS SHALL BE PROTECTED BY A COVERING DURING A SEAL COAT.
  - STORM MANHOLES MAY HAVE FLAT BOTTOMS IN THE BASES.
  - CONCRETE COLLAR SHALL BE PLACED AFTER THE 1 YEAR PRESERVATION COAT WHEN APPLICABLE.
  - IN PAVED AREAS WITH A SLOPE GREATER THAN 5% USE AN EJIW 3624 TWIST BASE OR APPROVED EQUIVALENT.

SPANISH FORK CITY  
ENGINEERING & SURVEYING  
40 SOUTH MAIN STREET  
SPANISH FORK, UTAH 84660  
(801) 804-4550

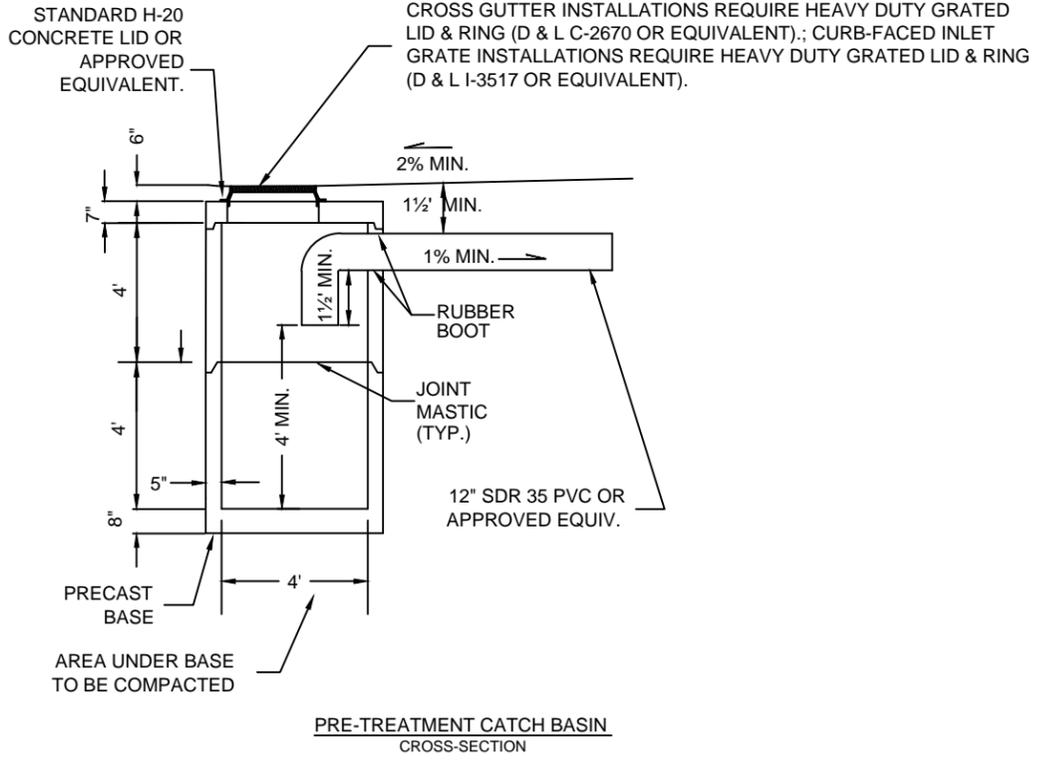
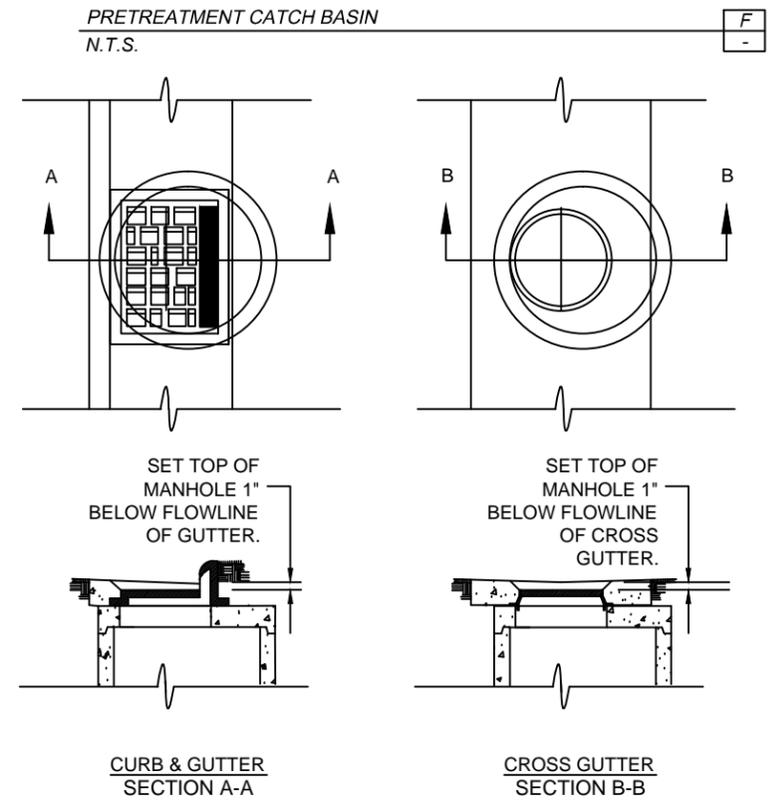


1000 NORTH ROAD WIDENING PROJECT - 2012  
SPANISH FORK, UT

DRAWN:	DATE
JAP	
DESIGN:	BY
LCS	
CHECK:	REVISION
TJB	
SCALE:	DATE
	4/11/2012
	NTS
DRAWING #:	D2



- NOTES:
1. SUB-BASE UNDER ALL CURBS AND GUTTERS SHALL MATCH WHAT IS IN THE ROAD WITH A MINIMUM OF 8" OF COMPACTED UNTREATED BASE COURSE.
  2. IF CONCRETE IS TO BE POURED NEXT TO A CURB #4 REBAR SHALL BE DOWELED 3" INTO CURB AND 4" INTO SIDEWALK. REBAR SHALL BE INSTALLED A MINIMUM OF 2" FROM TOP OF SIDEWALK AND CURB 24" O.C.
  3. SIDEWALKS SHALL HAVE CONSTRUCTION JOINTS EVERY 5'.
  4. TOP FRONT OF SIDEWALK SHALL BE PLACED AT THE SAME GRADE AS TOP BACK OF CURB.
  5. TACK SHALL BE APPLIED TO LIP OF CURB AND EXTEND 1' ONTO GRAVEL ROAD BASE.
  6. PAVERS, FABRIC, SAND MATERIAL AND INSTALLATION SHALL MEET THE SPECIFICATIONS AND REQUIREMENTS OF APWA 32 14 13 (PRECAST CONCRETE UNIT PAVING) AND 32 14 16 (BRICK UNIT PAVING).
  7. ESTABLISH PAVER PATTERN TO ASSURE ALL CUT EDGE PAVERS SHALL BE HALF PAVERS OR LARGER.
  8. ALL PAVERS SHALL MATCH THE ORIGINAL COLOR OF THE DARK RED CONCRETE PAVERS ON MAIN STREET



- NOTES:
1. MANHOLE BASE AND ALL SECTIONS SHALL BE PRECAST TO CONFORM TO ASTM C478.
  2. THE PRE-TREATMENT MANHOLE SHALL BE CONSTRUCTED TO ENSURE WATER TIGHTNESS
  3. THE SUMP LID SHALL NOT BE LOCATED IN THE SIDEWALK SECTION
  4. ANY APPROVED EQUIVALENTS REQUIRE CITY ENGINEER'S WRITTEN APPROVAL

SPANISH FORK CITY  
ENGINEERING & SURVEYING  
40 SOUTH MAIN STREET  
SPANISH FORK, UTAH 84660  
(801) 804-4550

*Spanish Fork*  
SURROUND YOURSELF

1000 NORTH ROAD WIDENING PROJECT - 2012  
SPANISH FORK, UT

DATE	BY	REVISION

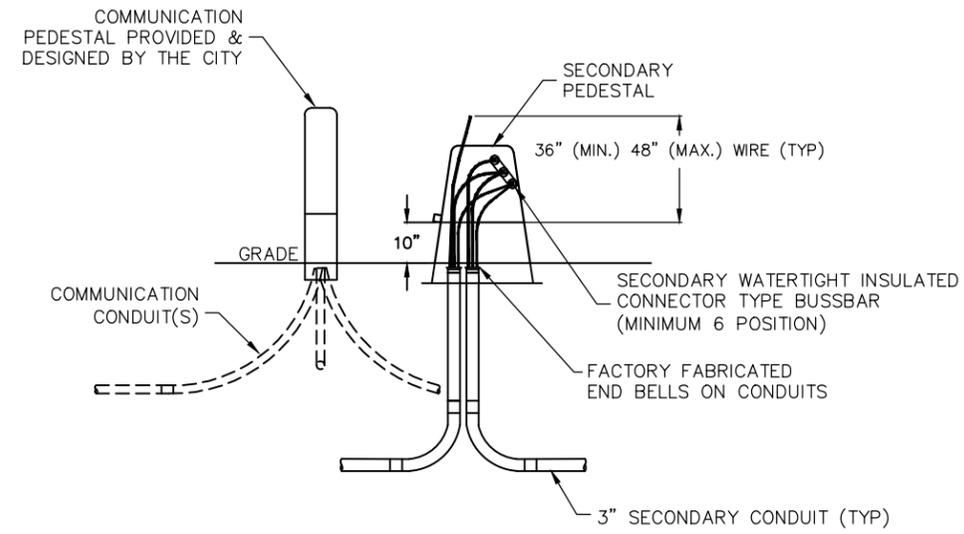
DRAWN: JAP  
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CHECK: TJB  
DATE: 4/11/2012

SCALE: NTS

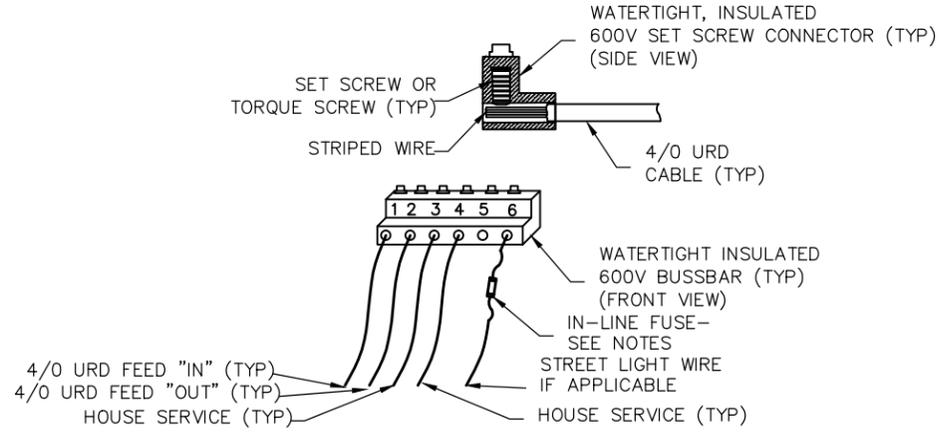
DRAWING #: D3



SECONDARY PEDISTAL  
N.T.S.



SECONDARY CONNECTIONS



- NOTES:
1. INSTALL AN IN-LINE 10 AMP FUSE & FUSE HOLDER ON THE UNGROUNDED 120/240V STREET LIGHT CONDUCTOR(S) IN JUNCTION BOX.
  2. CONDUIT ENTERING INTO ANY SECONDARY PEDISTAL MUST HAVE A FABRICATED BELL END.
  3. SECONDARY PEDISTAL SHALL BE NORDIC PSP-15-15-30-MG OR PENCELL AG20HDXCL-NL APPROVED EQUIVALENT.
  4. GROUND LEVEL INSIDE THE GROUND SLEEVE IS THE BOTTOM OF THE GROUND SLEEVE.
  5. ALL SECONDARY CABLE SHALL EXTEND A MINIMUM OF 36" & A MAXIMUM OF 48" FROM TOP OF SECONDARY BOX (WITHOUT LID) AND SHALL BE THE URD TYPE CABLE.
  6. ROAD BASE SHALL BE USED UNDER SECONDARY BOXES. ROAD BASE SHALL BE COMPACTED TO 95% AND BE TESTED PRIOR TO BOX BEING SET INTO PLACE.
  7. ALL SERVICE STUBS SHALL EXTEND 1' PAST PROPERTY LINE.
  8. SECONDARY WATERTIGHT, INSULATED SET SCREW CONNECTORS (UTILCO PED-6-350-SSP OR ELASTIMOLD USB63S OR EQUIVALENT) SHALL ACCEPT A MINIMUM OF SIX INDIVIDUAL WIRES, UNLESS OTHERWISE APPROVED BY ELECTRICAL DEPARTMENT.

SPANISH FORK CITY  
ENGINEERING & SURVEYING  
40 SOUTH MAIN STREET  
SPANISH FORK, UTAH 84660  
(801) 804-4550



1000 NORTH ROAD WIDENING PROJECT - 2012  
SPANISH FORK, UT

DRAWN: JAP	DATE
DESIGN: LCS	BY
CHECK: TJB	REVISION
DATE: 4/11/2012	JAP
NTS	
DRAWING #:	
D5	

Cooperative Agreement for Traffic Signal Modifications  
SR-156 (Main Street) and 1000 North  
**SPANISH FORK CITY**  
Federal ID No. 846000284  
Authority No. 90442

S-0006(148)

128826

PIN 10250

16372

**COOPERATIVE AGREEMENT**

This **AGREEMENT**, made and entered into this 9 day of April, 2017, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**", and **SPANISH FORK CITY**, a Municipal Corporation of the State of Utah, hereinafter referred to as the "**CITY**",

**WITNESSETH:**

**WHEREAS**, the **CITY** plans to upgrade the traffic signal and intersection of SR-156 (Main Street) and 1000 North because of future development in the area; and

**WHEREAS**, the **CITY** concurs with **UDOT** that upgrading the subject traffic signal and intersection is in the best interest of the traveling public; and

**WHEREAS**, **UDOT** has determined by formal finding that payment of said work on public right-of-way is not in violation of the laws of the State of Utah or any legal contract with the **CITY**.

This **AGREEMENT** is made to set out the terms and conditions where under said work shall be performed.

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

1. The **CITY** will pay for all costs associated with the design and construction of the roadway, traffic signal modification items, and powder coating betterment.
2. The **CITY** will reimburse **UDOT** for the powder coating betterment cost, estimated to be \$8,612.40 and not to exceed \$9,000.00
3. The **UDOT** will provide to the **CITY** at no cost, the State Furnished traffic signal materials, estimated to be \$59,281.00 and not to exceed \$70,000.00.
4. The **UDOT** shall submit itemized billing covering the **UDOT**'s actual costs incurred for powder coating the signal poles to the **CITY**.

Cooperative Agreement for Traffic Signal Modifications  
SR-156 (Main Street) and 1000 North  
**SPANISH FORK CITY**  
Federal ID No. 846000284  
Authority No. 90442

5. In the event there are changes in the scope of the work, extra work, or changes in the planned work covered by this agreement, a modification to this agreement in the form of a supplemental agreement, signed by representatives of the parties hereto, is required prior to the start of work on said changes.

6. Should the CITY's contractor or subcontractor(s) remove or damage any of UDOT's survey control stakes or bench markers during their construction activities, those stakes or markers shall be reestablished by UDOT at the contractor's or subcontractor's expense. Likewise, should the contractor or subcontractor(s) remove or damage any of UDOT's property not related to construction activities, the contractor or subcontractor shall reestablish or replace those items in kind at no cost to the CITY or UDOT, and to UDOT's satisfaction.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

**ATTEST:**

**SPANISH FORK CITY**, a municipal corporation in the State of Utah

By: Kent R. Clark  
Title: City Recorder  
Date: 3/30/12

By: [Signature]  
Title: Mayor  
Date: 3/30/12

(IMPRESS SEAL)



Cooperative Agreement for Traffic Signal Modifications  
SR-156 (Main Street) and 1000 North  
**SPANISH FORK CITY**  
Federal ID No. 846000284  
Authority No. 90442

\*\*\*\*\*  
**RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION**

By: *Larry Montoya*  
Traffic & Safety Design Engineer

Date: 4/9/12

By: *[Signature]*  
Region Three Director

Date: 4/9/12

**APPROVED AS TO FORM:**  
This Form Agreement has been previously  
Approved as to form by the office of Legal  
Counsel for the Utah Department of  
Transportation.

By: *Cherise Young*  
Contract Administrator

Date: 4/11/12

# STATE FURNISHED ITEMS

## UDOT Contacts

## Designer:

Submit form to: <a href="mailto:sfmaterials@utah.gov">sfmaterials@utah.gov</a> by Final Review or sooner. CC: Project Manager and Resident Engineer Questions? Call Phil Pettersson (801) 419-1482	R.E. Trapper Burdick (Spanish Fork City) Ph: (801) 804-4552 Fax: (801) 798-5085	Horrocks Engineers Kelly Ash (801) 763-5224
	P.M. Chris Thompson (Spanish Fork City) Ph: (801) 804-4556 Fax: (801) 798-5085	Ph: (801) 850-2449 Fax: (801) 763-5101
Pin #: N/A Date: 01/30/12 Project #: Spanish Fork City Project Project Name: 1000 North Spanish Fork Widening Signal Location: 1000 North Spanish Fork Main St	Special Orders: <input checked="" type="checkbox"/> Powder Coat Finish Poles Color: Black Drop Ship Poles 100 day lead time <input type="checkbox"/> Yes <input type="checkbox"/> No	Electrical Sub-Contractor:  Ph: Fax:
Accounting Line  Unit (Org): Approp: Activity: Function: Program # (CID) Phase:		

Commodity Code	Description	Units	Quant.	Unit Price	Amount
55085000201	MAST ARM SIGNAL POLE (30' TO 65')	EACH	2	\$2,175.00	\$4,350.00
55085000204	MAST ARM SIGNAL POLE (70' TO 75')	EACH	2	\$2,494.00	\$4,988.00
55085000203	DUAL MAST ARM SIGNAL POLE (30' TO 45')	EACH		\$2,500.00	
5508500208H	HARDWARE KIT, UPRIGHT POLE CAP (ONLY IF NOT USING LUM. EXTENSIONS)	EACH		\$40.00	
5508500201H	HARDWARE KIT, SIGNAL POLE UPRIGHT	EACH	4	\$96.00	\$384.00
55085000311.	30' MAST ARM (FIELD CUT TO 25')	EACH		\$1,010.00	
55085000311	30' MAST ARM	EACH		\$1,010.00	
55085000312	35' MAST ARM	EACH		\$1,050.00	
5508500311H	HARDWARE KIT, 30'/35' MAST ARM	EACH		\$54.00	
55085000313	40' MAST ARM	EACH		\$1,412.00	
5508500313H	HARDWARE KIT, 40' (25') MAST ARM	EACH		\$54.00	
55085000314	45' MAST ARM BASE SECTION	EACH	1	\$1,225.00	\$1,225.00
55085000315	50' MAST ARM BASE SECTION	EACH	1	\$1,911.00	\$1,911.00
55085000316	55' MAST ARM BASE SECTION	EACH		\$2,162.00	
55085000317	45'/50'/55' MAST ARM END SECTION	EACH	2	\$425.00	\$850.00
5508500317H	HARDWARE KIT, 45'/50'/55' MAST ARM	EACH	2	\$54.00	\$108.00
55085000318	60' MAST ARM BASE SECTION	EACH		\$1,973.00	
55085000319	65' MAST ARM BASE SECTION	EACH		\$2,188.00	
55085000320	60'/65' MAST ARM END SECTION	EACH		\$575.00	
5508500320H	HARDWARE KIT, 60'/65' MAST ARM	EACH		\$52.00	
55085000321	70' MAST ARM END SECTION	EACH	1	\$950.00	\$950.00
55085000322	75' MAST ARM END SECTION	EACH	1	\$1,117.00	\$1,117.00
55085000323	70'/75' MAST ARM BASE SECTION	EACH	2	\$2,650.00	\$5,300.00
5508500321H	HARDWARE KIT, 70' MAST ARM	EACH	1	\$54.00	\$54.00
5508500322H	HARDWARE KIT, 75' MAST ARM	EACH	1	\$54.00	\$54.00
55085000231	30' LUMINAIRE EXTENSION FOR 30'-65' MAST ARM SIGNAL POLE	EACH		\$667.00	
55085000232	40' LUMINAIRE EXTENSION FOR 30'-65' MAST ARM SIGNAL POLE	EACH	2	\$820.00	\$1,640.00
55085000233	40' LUMINAIRE EXTENSION FOR 70'-75' MAST ARM SIGNAL POLE	EACH	2	\$820.00	\$1,640.00
5508500231H	HARDWARE KIT, SIGNAL POLE LUMINAIRE EXTENSION	EACH	4	\$42.00	\$168.00
55085000241	56" TRAFFIC/PEDESTRIAN SIGNAL POLE	EACH	1	\$600.00	\$600.00
55085000245	11' TRAFFIC/PEDESTRIAN SIGNAL POLE	EACH	1	\$655.00	\$655.00
55085000248	15' TRAFFIC/PEDESTRIAN SIGNAL POLE	EACH		\$655.00	
55085000256	BREAKAWAY BASE, TRAFFIC/PEDESTRIAN SIGNAL POLE	EACH	2	\$265.00	\$530.00
5508500245H	HARDWARE KIT, TRAFFIC/PEDESTRIAN SIGNAL POLE	EACH	2	\$42.00	\$84.00
55085000258	30' HIGHWAY LUMINAIRE POLE (SLIP BASE)	EACH		\$650.00	
55085000261	40' HIGHWAY LUMINAIRE POLE (SLIP BASE)	EACH		\$650.00	
55085000257	BREAKAWAY BASE, HIGHWAY LUMINAIRE POLE	EACH		\$102.00	
5508500264H	HARDWARE KIT, HIGHWAY LUMINAIRE POLE (SLIP BASE)	EACH		\$70.00	
55085000262	40' HIGHWAY LUMINAIRE POLE (FIXED BASE)	EACH		\$650.00	
55085000263	40' BARRIER MOUNT HIGHWAY LUMINAIRE POLE	EACH		\$575.00	
5508500258H	HARDWARE KIT, LUMINAIRE POLE CAP (WHEN NO ARM IS BEING ATTACHED)	EACH		\$15.00	
5508500261H	HARDWARE KIT, HIGHWAY LUMINAIRE POLE	EACH		\$195.00	
55085000265	10' LUMINAIRE ARM	EACH		\$450.00	
55085000266	15' LUMINAIRE ARM	EACH	4	\$525.00	\$2,100.00
55085000267	VERTICAL LUMINAIRE EXTENSION ATTACHMENT	EACH		\$225.00	
55085000270	45' CCTV POLE	EACH		\$3,286.00	
5508500270H	45' CCTV POLE HARDWARE KIT	EACH		\$70.00	
55085000281	POLE BASE PLATE ADAPTER	EACH		\$1,140.00	
5508500281H	HARDWARE KIT, POLE BASE PLATE ADAPTER	EACH		\$95.00	
55085000378	1" DIA. X 36" ANCHOR BOLT W/ HARDWARE (FREEWAY LT. POLES & PED POLES)	EACH	8	\$9.00	\$72.00
55085000379	2" DIAMETER X 66" ANCHOR BOLT W/ HARDWARE (SIGNAL POLES)	EACH	16	\$120.00	\$1,920.00
55085000380	1.5" DIAMETER X 54" ANCHOR BOLT W/ HARDWARE (CAMERA POLES)	EACH		\$42.00	
	EXTRA CHARGE TO POWDER COAT FINISH POLES	LUMP	1	30%	\$8,612.40

Commodity Code	Description	Units	Quant.	Unit Price	Amount
55081000445	EAGLE, M51 TS2 TYPE 1 CONTROLLER W/ DATA KEY	EACH		\$1,870.00	
55081000440	ECONOLITE ASC/3 TS2 TYPE 1 CONTROLLER W/ DATAKEY	EACH	1	\$1,810.00	\$1,810.00
55081000511	CABINET ASSEMBLY, TS2 TYPE 1, NEMA SIZE 6 (EAGLE)	EACH		\$9,510.00	
55081000488	CABINET ASSEMBLY, TS2 TYPE 1, NEMA SIZE 6 (ECONOLITE)	EACH	1	\$9,500.00	\$9,500.00
28576394402	LED LUMINAIRE A, TYPE III, MV, PC (Equiv to MV 250 W HPS) P/N RX180-T113NA5RNSN	EACH	4	\$439.00	\$1,756.00
28576394404	LED LUMINAIRE B, TYPE III, MV, PC (Equiv to MV 400 W HPS) P/N RX120-13NA5RNSN	EACH		\$661.00	
28576394410	LED HWY LUM. A, TYPE III, 480V, NO PC (equiv to 480V 250W HPS) P/N RX180-T113NB5NNS	EACH		\$439.00	
28576394413	LED HWY LUM. B, TYPE II, 480V NO PC (Equiv to 480V 400W HPS) P/N RX2128-B2NB5NNS	EACH		\$695.00	
P/N TBD	VERTICAL TENON-MOUNT LED LUMINAIRE, 480V/400W w/o PE	EACH			
P/N TBD	VERTICAL TENON-MOUNT LED LUMINAIRE, MV/400W w/ PE	EACH			
P/N TBD	VERTICAL TENON-MOUNT LED LUMINAIRE, MV/250W w/ PE	EACH			
55080100421	TRAFICON CAMERA ASSEMBLY	EACH		\$975.00	
55080100422	TRAFICON CONTROLLER	EACH		\$2,250.00	
55080100435	TRAFICON CONTROLLER, DUAL INPUT, VIP/3D.2	EACH		\$4,150.00	
55080100450	TRAFICON CAMERA MOUNT & TUBE KIT	EACH		\$165.00	
55080100425	TRAFICON VIDEO COMPRESSION CARD	EACH		\$2,400.00	
55080100444	TRAFICON VIEWCOM-E CARD RACK	EACH		\$375.00	
55080100431	TRAFICON KEY PAD	EACH		\$225.00	
55080100438	TRAFICON FUSE BLOCK ASSEMBLY, 2 POSITION	EACH		\$45.00	
55080100440	TRAFICON FUSE BLOCK ASSEMBLY, 4 POSITION	EACH		\$60.00	
55080100426	TRAFICON CAMERA CABLE, 250', VIDEO DETECTION	EACH		\$200.00	
55080100427	TRAFICON CAMERA CABLE, 500', VIDEO DETECTION	EACH		\$400.00	
55080100428	TRAFICON CAMERA CABLE, 750', VIDEO DETECTION	EACH		\$600.00	
55080100429	TRAFICON CAMERA CABLE, 1000', VIDEO DETECTION	EACH		\$800.00	
55080100511	ECONOLITE SOLO TERRA CAMERA	EACH		\$4,208.00	
55080100530	ECONOLITE VIDEO MOUNTING BRACKET, RISER TUBE, AND HARDWARE	EACH		\$139.00	
55080100512	ECONOLITE TIP (TERRA INTERFACE PANEL)	EACH		\$672.00	
55080100513	ECONOLITE TAP (TERRA ACCESS PANEL)	EACH		\$2,061.00	
55080100524	ECONOLITE TIP TO TAP CABLE	EACH		\$17.00	
55080100526	ECONOLITE SOLO TERRA SDLC CABLE	EACH		\$102.00	
55080100522	ECONOLITE VIDEO CABLE, 500'	EACH		\$599.00	
55080100523	ECONOLITE VIDEO CABLE, 1000'	EACH		\$1,182.00	
55082000021	WAVETRONIX ADVANCE SENSOR V (DILEMMA ZONE)	EACH		\$4,000.00	
55082000032	WAVETRONIX MATRIX SENSOR (STOP BAR)	EACH	3	\$4,000.00	\$12,000.00
55082000080	WAVETRONIX SENSOR MOUNT (6" 3 AXIS ALUMINUM BRACKET)	EACH	3	\$190.00	\$570.00
55082000043	WAVETRONIX 100' CABLE W/ CONNECTOR	EACH	3	\$265.00	\$795.00
55082000054	WAVETRONIX SPLICE BOX	EACH	3	\$150.00	\$450.00
55082000065	WAVETRONIX 1 SENSOR PREASSEMBLED BACKPLATE	EACH		\$795.00	
55082000067	WAVETRONIX 2 SENSOR PREASSEMBLED BACKPLATE	EACH		\$930.00	
55082000069	WAVETRONIX 4 SENSOR PREASSEMBLED BACKPLATE	EACH	1	\$1,700.00	\$1,700.00
55082000078	WAVETRONIX 2 CHANNEL CONTACT CLOSURE RACK CARD	EACH		\$380.00	
	<b>SENSYS DETECTION PUCKS - SPECIAL ORDER - 4 WEEK LEAD TIME</b>				
VSN240-T	FLUSH MOUNT WIRELESS SENSOR (TRAFFIC SIGNAL CONTROL ONLY)	EACH		\$360.00	
VSN240-F	FLUSH MOUNT WIRELESS SENSOR (FREEWAY, ARTERIALS, TRAFFIC SIGNAL)	EACH		\$460.00	
VSN240-EPX	EPOXY TUBE, 2 PART (ORDER ONE PER SENSOR)	EACH		\$40.00	
CC-TS2	MASTER CARD FOR NEMA TS-2 CONTROLLER (UP TO 4 CHANNELS)	EACH		\$700.00	
EX-TS2	EXTENSION CARD FOR NEMA TS2 (4 CHANNELS EACH)	EACH		\$400.00	
CC-ACC	ACCESS BOX FOR CONTACT CLOSURE MASTER CARD	EACH		\$125.00	
AP240-S	ACCESS POINT W/ CONTACT CLOSURE (SERIAL) INTERFACE	EACH		\$1,500.00	
AP240-MTG	MOUNTING BRACKET FOR ACCESS POINT	EACH		\$160.00	
RP240-B8	REPEATER W/ 8 YEAR BATTERY PACK	EACH		\$1,340.00	
RP240-MTG	MOUNTING BRACKET FOR REPEATER	EACH		\$155.00	
Contract MA1880	<b>PREEMPTION - TOMAR - SPECIAL ORDER - 6 TO 8 WEEK LEAD TIME</b>				
TOMAR 2096-2	OPTICAL DUAL DETECTOR (2096-2)	EACH		\$599.00	
TOMAR 2096-1	OPTICAL SINGLE DETECTOR (2096-1)	EACH		\$338.00	
TOMAR M913	OPTICAL DETECTOR CABLE (500 FT)	EACH		\$282.00	
TOMAR 3140	OPTICAL SIGNAL PROCESSOR	EACH		\$2,115.00	
Contract MA1859	<b>PREEMPTION - OPTICOM (3M) - SPECIAL ORDER - 6 TO 8 WEEK LEAD TIME</b>				
OPTICOM 711	711 ONE CHANNEL, ONE DIRECTION DETECTOR	EACH		\$401.50	
OPTICOM 721	721 ONE CHANNEL, TWO DIRECTION DETECTOR	EACH		\$456.50	
OPTICOM 722	722 TWO CHANNEL, TWO DIRECTION DETECTOR	EACH		\$636.90	
55080100600	OPTICOM DETECTOR MOUNT (AB-0163-45)	EACH		\$31.00	
OPTICOM M138	OPTICAL DETECTOR CABLE (500 FT)	EACH		\$205.00	
OPTICOM 752	752 TWO CHANNEL PHASE SELECTOR	EACH		\$1,758.75	
OPTICOM 754	754 FOUR CHANNEL PHASE SELECTOR	EACH		\$2,751.00	

Commodity Code	Description	Unit	Quant.	Unit Price	Amount
28576451000	LED MODULE - RED BALL	EACH		\$40.00	
28576451040	LED MODULE - YELLOW BALL	EACH		\$61.50	
28576451055	LED MODULE - GREEN BALL	EACH		\$77.84	
28576451085	LED MODULE - RED ARROW	EACH		\$38.60	
28576451078	LED MODULE - YELLOW ARROW	EACH		\$35.57	
28576451070	LED MODULE - GREEN ARROW	EACH		\$61.55	
28576451101	LED PEDESTRIAN MODULE	EACH		\$95.70	
55088000380	PED SIGNAL MODULE WITH COUNTDOWN, 9" LED	EACH		\$199.85	
55088370303	ASTRO BRACKET ASSEMBLY, 3-SECTION STANDARD #AB-125-3-96	EACH		\$111.34	
55088370304	ASTRO BRACKET ASSEMBLY, 4-SECTION STANDARD #AB-125-4-96	EACH		\$112.00	
55088370522	SIGNAL HEAD, ONE SECTION, LED READY	EACH		\$60.00	
55088370431	LOUVERED BACKER PLATE, 12" ONE SECTION SIGNAL HEAD	EACH		\$28.00	
55088370411	SIGNAL HEAD, THREE SECTION LED READY W/O MODULES, W/BACKPLATE	EACH		\$165.00	
55088370415	SIGNAL HEAD, FOUR SECTION LED READY W/O MODULES, W/BACKPLATE	EACH		\$230.00	
55088370420	SIGNAL HEAD, FIVE SECTION W/LED MODULES AND TRI-STUD ARMS	EACH		\$702.24	
55088000369	PED HEADS, LED READY, BLACK, CLAMSHELL MOUNTING	EACH		\$137.00	
55080580372	PEDESTRIAN BUTTON ASSEMBLY FOR 5 X 7 SIGN (SIGN NOT INCLUDED)	EACH		\$107.35	
55080580373	5 X 7 REVERSIBLE PEDESTRIAN SIGN	EACH		\$10.97	
55080580375	PEDESTRIAN BUTTON ASSEMBLY FOR 9 X 12 SIGN (SIGN NOT INCLUDED)	EACH		\$124.41	
55080580376	9 X 12 REVERSIBLE PEDESTRIAN SIGN	EACH		\$13.80	
55089000421	SIGNAL AND LIGHTING PEDESTAL W/ SERVICE DISCONNECT	EACH		\$952.75	
55089000424	POWER PEDESTAL W/DISCONNECT AND BBS (ALPHA MILBANK)	EACH		\$4,781.00	
55089000426	BATTERY FOR ALPHA MILBANK PEDESTAL (TYPICALLY NEED 4)	EACH		\$195.00	
55089000430	POWER PEDESTAL W/DISCONNECT AND BBS (MYERS)	EACH		\$5,319.00	
55089000432	BATTERY FOR MYERS PEDESTAL (TYPICALLY NEED 4)	EACH		\$185.00	
<b>STATE FURNISHED MATERIALS TOTAL:</b>					<b>\$67,893.40</b>

**Notes:**

1. Quantities for Items shown in green are filled automatically.
2. Items shown in yellow are typically Contractor provided. They are included mainly for State Forces' needs.
3. "FINET Data" tab generates the forms that Traffic & Safety uses to enter requisition into FINET.



## ***REDEVELOPMENT AGENCY MEETING***

PUBLIC NOTICE is hereby given that the Redevelopment Agency of Spanish Fork, Utah, will hold a public meeting in the City Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on June 5, 2012**.

### **AGENDA ITEMS:**

#### **1. CALL TO ORDER:**

#### **2. CONSENT ITEMS:**

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

- a. \*Minutes of Redevelopment Agency Meeting – [May 1, 2012](#)

#### **3. PUBLIC HEARING:**

- a. FY 2013 RDA Budget

### **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 executive meeting for any of the purposes identified in that Chapter.

SPANISH FORK CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. The public is invited to participate in all Spanish Fork City Council Meetings located at 40 South Main St. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at 798-5000.

**Tentative Minutes  
Redevelopment Agency Meeting  
May 1, 2012**

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

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

Citizens Present: Adrienne Ventura, Sharie Petersen, GayLynn Jacobson, Amanda Petersen,  
Katelyn Nielson, unknown, Eric Stouffer, William Paxton, Max Scholes, Nate Chandler, Glen  
Campbell, Richard A. Evans, Dillon Muirbrook, Justin Blake, Tanner Parker, Karson Jensen,  
Garrett Farnes, Jacob Lane, Logan Coffey, Merlin Shepherd, Kaylee Alldredge, Brooke Billat,  
Cary Hanks, Cary Robarge, Sam Darrington, Max Darrington.

**ADJOURN TO RDA MEETING**

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

Councilman Gordon **Seconded** and the motion **Passed** all in favor at 7:30 p.m.

**NEW BUSINESS**

**FY 2013 Tentative Redevelopment Agency Budget**

Kent Clark said that North Industrial, Kirby Lane and Wasatch Wind are the current active  
areas.

Councilman Davis made a **Motion** to **approve** the FY 2013 Tentative RDA Budget

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

**CONSENT ITEMS**

- a. Minutes of Spanish Fork City Redevelopment Agency Meeting – June 21, 2011

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

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

Councilman Davis made a **Motion** to adjourn Redevelopment Agency meeting and reconvene  
back to City Council meeting.

Councilman Dart **Seconded** and the motion **Passed** all in favor at 7:33 p.m.

**ADJOURN:**

**ADOPTED:**

---

Angie Warner, Deputy Recorder



# ANNEXATION

## REPORT TO THE CITY COUNCIL SCHWARTZ ANNEXATION ACCEPTANCE

**Agenda Date:** June 5, 2012.

**Staff Contacts:** Dave Anderson, Community Development Director.

**Reviewed By:** Development Review Committee.

**Request:** Spanish Fork City proposes to annex some 6 acres into Spanish Fork City.

**General Plan:** Industrial.

**Zoning:** Industrial 1 proposed.

**Project Size:** 8.46 acres.

**Number of lots:** not applicable.

**Location:** approximately 1100 East and 2400 North.

### Background Discussion

This proposed annexation includes 3 parcels located between lands that have already been annexed into Spanish Fork and Springville.

The Development Review Committee reviewed this proposal on May 16, 2012 and recommended that it be accepted for further study. Draft minutes from that meeting read as follows:

### Schwartz

Applicant: Spanish Fork City  
 General Plan: Light Industrial  
 Zoning: Industrial 1 proposed  
 Location: approximately 2500 North 1100 East

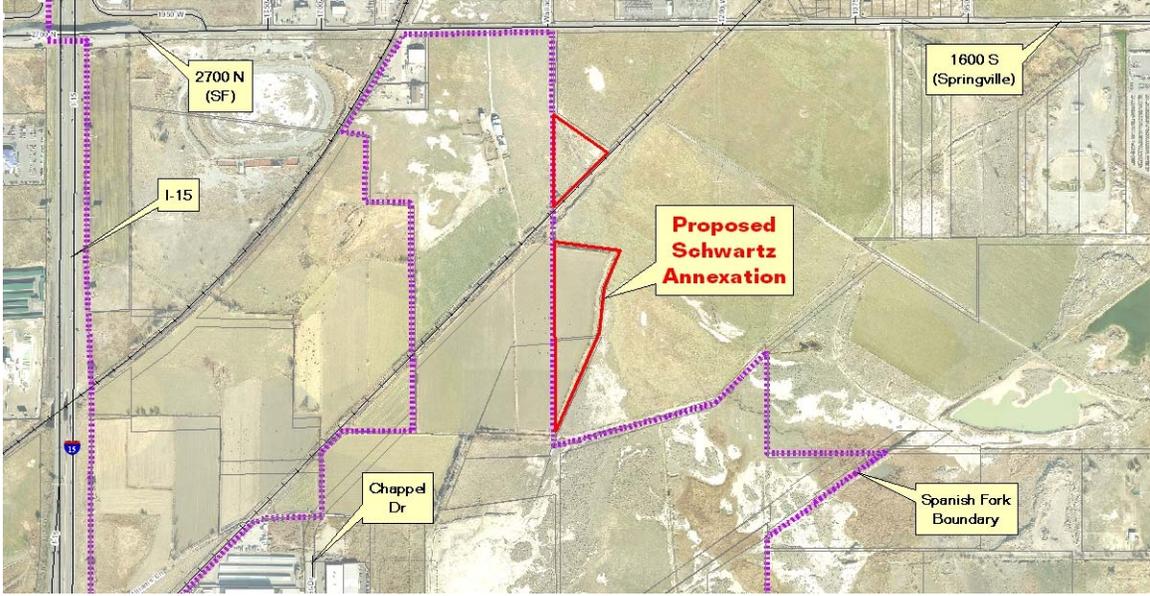
Mr. Oyler **moved** to recommend that the City Council **accept** the Schwartz annexation petition for further study. Mr. Baker **seconded** and the motion **passed** all in favor.

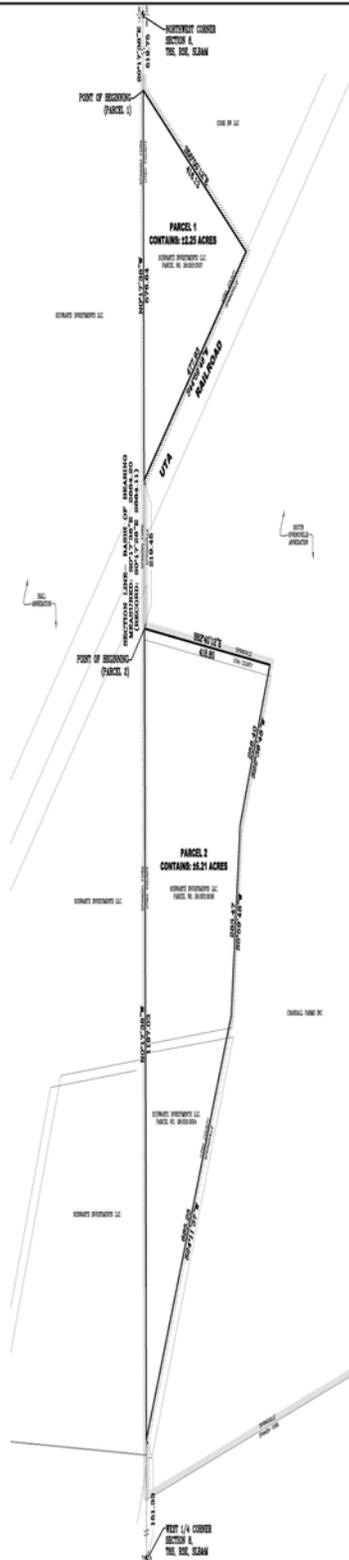
Discussion was held regarding a public facilities study, wetlands and 700 East.

### Recommendation

Staff recommends that the proposed Schwartz Annexation be accepted for further study.







**SURVEYOR'S CERTIFICATE**  
 I, CHAS. H. PRUDEN, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 1000, as provided under the laws of the State of Ohio. I further certify that this plat of annexation is the correct and true plat of the parcels shown thereon, that I have and correct representation of the same, and that the same are in full of the laws of the State of Ohio.

**BOUNDARY DESCRIPTION**  
**PARCEL 1**  
 BEGINNING at a point on the common boundary of SHARPE POOR CITY and SPENCERVILLE CITY ACCORDING TO THE CALL AND NORTH SPENCERVILLE ANNEXATION PLATS ON FILE IN THE OFFICE OF THE CLERK OF THE COUNTY RECORDS, AND POINT BEING LOCATED APPROXIMATELY ALONG THE SECTION LINE SIXTY FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE 12 EAST, SAYS EAST AND NORTHERLY THENCE ALONG THE WESTERLY LINE OF THE SPENCERVILLE CITY ANNEXATION THE FOLLOWING: (1) COURSE S89°58'00" E 100.00 FEET; THENCE S89°58'00" W 475.00 FEET TO THE SECTION LINE AND THE EAST BOUNDARY OF SHARPE POOR CITY; THENCE N07°00'00" E ALONG THE SECTION LINE 600 FEET TO THE POINT OF BEGINNING. CONTAINS 45.25 ACRES.

**PARCEL 2**  
 BEGINNING at a point on the common boundary of SHARPE POOR CITY and SPENCERVILLE CITY ACCORDING TO THE CALL AND NORTH SPENCERVILLE ANNEXATION PLATS ON FILE IN THE OFFICE OF THE CLERK OF THE COUNTY RECORDS, AND POINT BEING LOCATED APPROXIMATELY ALONG THE SECTION LINE SIXTY FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE 12 EAST, SAYS EAST AND NORTHERLY THENCE ALONG THE WESTERLY LINE OF THE SPENCERVILLE CITY ANNEXATION THE FOLLOWING: (1) COURSE S89°58'00" E 100.00 FEET; THENCE S89°58'00" W 475.00 FEET TO THE SECTION LINE AND THE EAST BOUNDARY OF SHARPE POOR CITY; THENCE N07°00'00" E ALONG THE SECTION LINE 600 FEET TO THE POINT OF BEGINNING. CONTAINS 45.21 ACRES.

CHAS. H. PRUDEN  
 PROFESSIONAL LAND SURVEYOR  
 REGISTRATION NO. 10000

DATE: \_\_\_\_\_

\_\_\_\_\_

**ACCEPTANCE BY LEGISLATIVE BODY**  
 THIS IS TO CERTIFY THAT BY THE SHARPE POOR CITY COUNCIL, HAVE RECEIVED A RESOLUTION PASSED BY THE BOARD OF THE CITIES OF THE COUNTY OF OHIO, AND THAT THE SAME IS HEREBY FILED IN THE OFFICE OF THE CLERK OF THE COUNTY RECORDS AND THAT A COPY OF THE RESOLUTION HAS BEEN FURNISHED TO THE CLERK OF THE COUNTY RECORDS IN ACCORDANCE WITH THE CITY CODE, CHAPTER 107, § 10-10 AND § 10-12-01, THROUGH AND AS AMENDED, AND THAT THE SAME SHALL BE IN FULL FORCE AND EFFECT FROM THE DATE OF THE FILING OF THIS PLAT OF ANNEXATION IN THE OFFICE OF THE CLERK OF THE COUNTY RECORDS AND THAT THE SAME SHALL BE IN FULL FORCE AND EFFECT FROM THE DATE OF THE FILING OF THIS PLAT OF ANNEXATION IN THE OFFICE OF THE CLERK OF THE COUNTY RECORDS.

SCHWARTZ \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ACCEPTANCE BY COUNTY SURVEYOR**  
 THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A TRUE AND CORRECT PLAT OF THE PARCELS SHOWN THEREON AND THAT THE SAME ARE IN FULL ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO.

COUNTY SURVEYOR \_\_\_\_\_

**ANNEXATION PLAT**

**SCHWARTZ ADDITION**

SHARPE POOR CITY, OHIO COUNTY, OHIO

SCALE: 1" = 100 FEET



# ORDINANCE NO. 08-12

## ROLL CALL

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

I MOVE this ordinance be adopted: \_\_\_\_\_

I SECOND the foregoing motion \_\_\_\_\_

## ORDINANCE No. 08-12

### AN ORDINANCE AMENDING THE MUNICIPAL CODE CONCERNING STORM WATER, ENERGY, AND CREATING A TELECOMMUNICATIONS UTILITY

WHEREAS, Spanish Fork City has adopted an ordinance creating a storm water utility, with regulations; and

WHEREAS, amendments to the storm water regulations need to be made in order to treat all property owners fairly and in a consistent manner, since all properties benefit from the storm water system, consisting of streets, curb and gutter, piping, sumps, and open ditches; and

WHEREAS, Spanish Fork City has also created an energy utility which contains both electric power and telecommunications; and

WHEREAS, the growth of the City dictates that electric power and telecommunications

should be separate utilities; and

WHEREAS, it is appropriate to amend the energy utility chapter of the municipal code to make it an electric utility and to create a new chapter of the municipal code for a telecommunications utility;

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

I.

Spanish Fork Municipal Code Title 13, Chapter 44, "Energy Utility" is hereby amended to rename the chapter as "Electric Utility" and make other changes as follows:

**Chapter 13.44      Electric Utility**

- 13.44.010      Created - Supervision**
- 13.44.020      Right of Entry**
- 13.44.030      Contract for Service**
- 13.44.040      Utility Rules and Regulations**
- 13.44.050      Service Rates**
- 13.44.060      Damage to Property - Interruption of Service - Liability**
- 13.44.070      Willful or Malicious Damage**
- 13.44.080      Installations**
- 13.44.090      Net Metering**
- 13.44.100      Violation-Penalty**

**13.44.010      Created - Supervision**

A. There is hereby created an electric utility known as Spanish Fork Electric, which shall be a division of the Public Works Department. The electric utility shall provide electric power to the residents of the City.

B. Electric and electronic wiring, cabling and other equipment installed by or at the direction of the electric utility for the distribution of electrical power shall be the property of the City.

**13.44.020      Right of Entry**

A. Employees or agents of the electric utility shall have the right to enter upon any premises at all reasonable hours for the purpose of reading the electric meter thereon. All other inspections, for whatever purpose, shall be made in accordance with chapter 1.08 on right of entry for inspection.

B. Each electric service user shall keep each meter freely accessible to employees of the electric utility for the purpose of reading said meter and shall not obstruct access to said meter in any manner whatsoever, including but not limited to obstructions or inaccessibility caused by buildings, fences, gates, enclosures or any structure of any kind, or by dogs or other animals.

C. In addition to any penalty imposed by this chapter, any employee of the electric utility may disconnect the electric power to any user who obstructs or makes inaccessible or who allows to be obstructed or to become inaccessible any electric meter.

#### **13.44.030 Contract for Service**

Every person desiring to obtain electric service from the City shall contract therefore in writing upon blanks furnished by the City. The contractual form may be the same form used to obtain other municipal services.

#### **13.44.040 Utility Rules and Regulations**

A. All persons or entities desiring to purchase electric services from Spanish Fork City shall do so in conformity with such rules and regulations as shall be adopted by the City. Regulations shall specify methods and conditions of application of service, methods and conditions of rendering service, procedures for payment for services rendered, procedures and methods for termination of service, and all other matters incident to or related to the operation of the electric utility by Spanish Fork City.

B. Spanish Fork City will maintain its electrical lines in accordance with accepted utility practices in order to minimize power outages, protect persons and property from dangerous conditions, and provide a safe working environment for its employees.

C. Spanish Fork City has the right to go upon private property where it has easements, either formal or prescriptive, in order to trim trees and other vegetation to keep them from interfering with the electrical lines. Tree and vegetation trimming does not have the purpose of being aesthetically pleasing, but will be for the purpose of maintaining safe and reliable power lines. The scope of any trimming will be at the sole discretion of Spanish Fork Electric and will be based upon line voltage, transformers and other equipment, and the type of trees or vegetation involved and their propensity for rapid growth. If a tree should need to be removed, the City will still advise and work with the property owners, but removal will ultimately be the responsibility of the owner, unless the tree or vegetation is in the public right-of-way. In such an event the City will decide and may proceed to remove a tree or vegetation. The City may top a tree if a property owner fails to timely remove it. The City will not trim around lines feeding a residence from a transformer. The property owner shall be responsible for that trimming. Failure to trim will subject the property owner to damages if the growth causes an outage and the property owner shall not be eligible to receive any reimbursement from the City, or its subcontractors or suppliers for damage to the owner's property due to their failure to trim trees or other vegetation.

#### **13.44.050 Service Rates**

All users of electric services from Spanish Fork Electric shall pay such rates as shall be established from time to time by resolution of the city council. In addition to adoption of a resolution, adoption of rates may also occur with the passage of the annual or interim budgets containing the rates to be charged.

#### **13.44.060 Damage to Property - Interruption of Service - Liability**

All consumers of electrical services shall be responsible for all damages to or loss of property belonging to the City located on such consumer's premises unless occasioned by cause beyond their control or by the negligence of the electric utility. The electric utility shall not be responsible for any interruption or failure to supply electricity. Nothing in this chapter shall be construed to relieve or lessen the responsibility of any person owning, operating or installing cabling, wires, fixtures, appliances, apparatus, construction or equipment for damages to anyone injured or damaged either in person or property by any defect therein; nor shall the city or any

agent thereof be held as assuming any liability by reason of the inspection authorized herein or any approval resulting from inspections by any City inspector.

#### **13.44.070 Willful or Malicious Damage**

A. It is a Class B Misdemeanor for any person to willfully or maliciously cut, break or remove the insulation from any electrical wire in use in said system.

B. It is a Class B misdemeanor for any person to willfully or maliciously:

1. Intercept the transmission of electric services of the system without applying or paying therefore;
2. To use or obtain by any means or device any electronic signal or electric current except through a meter or other device regularly installed and approved by the electric utility.
3. Reconnect to or use services from said system after electrical services have been disconnected for nonpayment of services rendered, or for violation of any established rule or regulation of the electric utility of the City or for any violation of any duly enacted ordinance pertaining thereto.

C. It shall be a Class B misdemeanor for any person to:

1. Cut, break or throw down any of the poles owned by the electric utility;
2. Willfully destroy the insulation of said system or any part thereof by the attachment of a ground wire or other contrivance;
3. Injure, molest or destroy any property or materials appertaining to said system;
4. Interfere with the use of said system or obstruct or postpone the transmission of services of said system or to procure or advise any such injury;
5. Perform, procure or advise the performance or procurement of any said listed acts.

#### **13.44.080 Installations**

A. All installations related to the electric utility shall comply with all applicable codes adopted by the City and shall comply with all licensing and inspection ordinances now or hereafter adopted by the City, including the design and development standards.

B. Electrical installations shall be subject to the inspection and approval of a City building inspector before any building or structure in which said electrical wiring is installed shall receive service through the City electrical system.

C. A City building inspector may require the removal of any flooring, wallboard, paneling, ceiling materials, encasement or any and all construction materials covering or obstructing free access or view of any electrical wiring or device which has not been inspected and received inspector's approval. A City building inspector shall not approve any electrical wiring which has not been visually or otherwise inspected. The expenses of the removal and reinstallation of any materials undertaken pursuant to this section shall be borne by the owner or builder of said building or structure.

#### **13.44.090 Net Metering**

A. Spanish Fork City allows customer owned grid connected electric generating

systems (net metering) based upon the requirements and standards of this section, provided that the total energy generated by customer owned systems pursuant to this ordinance shall not exceed one percent (1%) of the average total energy load within the City for the three preceding fiscal years. Net metering allows for interconnected non-utility- owned electric generation to be connected for parallel operation with the electrical system of Spanish Fork Electric.

B. Net metering will be allowed to interconnect with Spanish Fork Electric's electrical distribution system at a service level voltage only after determination by Spanish Fork Electric that such interconnection will not interfere with the operation of the distribution circuit and ensures the safety of the electric utility employees and customers.

C. Interconnection Requirements

1. Customer shall comply with all the latest applicable National Electric Code (NEC) requirements [NEC Articles 690 and 705], National Electrical Safety Code (NESC) requirements, State of Utah requirements, building codes, and shall obtain building permit(s) for the equipment installation.

2. Meter and transformer or transformer pole serving the Customer-Generator shall be labeled to indicate potential electric current back feed. Spanish Fork Electric will provide and install labels when Customer-Generator's electric system is approved for interconnection.

3. Customer shall provide space for metering equipment and meter base as per Spanish Fork Electric requirements.

4. Customer's over-current device at the service panel shall be marked to indicate power source and connection to Spanish Fork Electric's distribution system.

5. The Customer shall assume the full responsibility for all maintenance of the generator and protective equipment and keeping of records for such maintenance. These records shall be available to Spanish Fork Electric for inspection at all times.

6. Customer's power production control system shall comply with NEC Articles 690 and 705; and applicable and current Institute of Electrical and Electronics Engineers (IEEE) Standards including Standard number 1547 "Interconnecting Distributed Resources with Electric Power Systems" for parallel operation with Spanish Fork Electric; in particular the following:

- a. Power output control system shall automatically disconnect from Spanish Fork Electric's source upon loss of voltage and not reconnect until Spanish Fork Electric's voltage has been restored for at least five (5) minutes continuously.
- b. Power output control system shall automatically initiate a disconnect from Spanish Fork Electric source within six (6) cycles if Customer's voltage falls below 60 Volts rms to ground (nominal 120 V rms base) on any phase.
- c. Power output control system shall automatically initiate a disconnect from Spanish Fork Electric's system within two (2) seconds if the voltage rises above 132 Volts rms phase to ground or falls below 104 Volts rms phase to ground (nominal 120 V rms base) on any phase.
- d. Power output control system shall automatically initiate a disconnect from Spanish Fork Electric's system within three (3) cycles for any reverse power flow condition.

7. Customer shall provide a written description of how the protection devices will achieve compliance with the requirements of this policy as part of the Building Permit Application.

8. Customer shall furnish and install on customer's side of the meter, a UL-approved safety disconnect switch which shall be capable of fully disconnecting the Customer's generating facility from Spanish Fork Electric's electric system. The disconnect switch shall be located adjacent to Spanish Fork Electric's meters and shall be of the visible break type in a metal enclosure which can be secured by a padlock. The disconnect switch shall be accessible to Spanish Fork Electric personnel at all times.

9. Additional Metering: For purposes of gathering research data, Spanish Fork Electric may, at its expense, install and operate additional metering and data-gathering devices.

10. **Solar Photovoltaic Equipment** shall be in compliance with Underwriters Laboratories (UL) 1741, *Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems*; UL 1703, *Standard for Safety: Flat-Plate Photovoltaic Modules and Panels*; and IEEE 1262-1995, *Recommended Practice for Qualification of Photovoltaic (PV) Modules*; and the solar system shall be installed in compliance with IEEE Standard 929-2000, *Recommended Practice for Utility Interface of Photovoltaic Systems*.

11. Wind turbines shall meet the requirements of Spanish Fork Municipal Code §15.3.24.090(H)(C).

D. Safety

All Safety and operating procedures for joint use equipment shall be in compliance with the Occupational Safety and Health Administration (OSHA) standard 29 CFR 1910.269, the NEC, the NESC, State of Utah rules, City standards, and equipment manufacturer's safety and operating manuals.

E. Guidelines For System Diagrams

A system diagram or schematic must be submitted with a building permit application. The required System Diagram is one of the most important parts of the application for interconnection. The system diagram is used by Spanish Fork Electric during the review and approval process, and again during field testing and meter installation. The diagram is a permanent record copy of the system and is filed at Spanish Fork Electric for reference. Discrepancies between the diagram and the actual installation as built are cause for rejection at the final testing and net meter installation.

The System Diagram can be anything from a One-Line, to a Schematic, to a complete Wiring Diagram that shows every wire and every connection throughout. Any of these are acceptable as long as the minimum key information is included. Spanish Fork Electric has the discretion to reject the diagram submitted and require a specified format. The diagram does not need to be overly complex, but accuracy and clarity are critical. At a minimum, the System Diagram must show how the components of the customer generator system are connected electrically. Additional information, such as equipment part numbers and physical locations, should also be included on the diagram. Some of this additional information may be contained in the application forms as well, but documenting it on the System Diagram provides a single complete reference for the project and speeds the engineering reviews and field work. *Some systems have more complex requirements for interconnection and will require much more significant design drawings for review and approval.*

The System Diagram should provide the information as described below:

- i. Generator (PV Panels, Wind Turbine, Hydro Turbine, etc.) - Include manufacturer, part number, nameplate maximum capacity (kW), and physical location. For modular systems (e.g. pv panels), also include: number of modules, configuration, nameplate maximum capacity of each module, and total nameplate maximum capacity.
  - ii. Inverter - Include manufacturer, type or series, part number, serial number, nameplate maximum capacity (kW), output voltage, physical location.
  - iii. Disconnect Switch - Include the physical location relative to the Spanish Fork Electric service meter.
  - iv. Electrical Service Panel -Include the panel or main breaker size and the position at which the generation is connected. Show all panels (if there are multiple panels or subpanels) even if not directly connected into the generation system.
  - v. Spanish Fork Electric Service Meter - Include existing meter serial number, meter form, and class.
  - vi. Other Related Equipment (battery banks, transfer or bypass switches, backup generators, etc.).
- F. License Approval

1. Each customer desiring to engage in net metering must enter into a net metering license agreement as prepared by Spanish Fork City. The license agreement will contain additional conditions to maintain the integrity and reliability of the Spanish Fork Electric system and/or conditions deemed necessary to maintain the health, safety, and welfare of the residents and employees of the City.

2. The license agreement application shall be accompanied by the design or schematic required by this section, together with a filing fee in the amount of \$500.00. Adjustments to the amount of the fee may be made by the City Council in the annual budget, or by resolution.

3. The license may be revoked for violations of any of the terms of the license agreement or for violation of any of the terms of this section.

G. Temporary Connections

This section shall not apply to the temporary generation of electric energy for emergency or standby purposes, except as noted below.

1. All emergency or standby generation shall not be interconnected with Spanish Fork Electric's system at any time. A positive, physical means of transferring and separating loads between normal and alternate sources of supply must be used to prevent inadvertent interconnection.

2. All emergency or standby generation shall comply with the provisions of the latest revision of the National Electric Code and National Electrical Safety Code.

### 13.44.100 Violation - Penalty

A. Unless otherwise specifically provided, every person who violates any provision of this chapter is guilty of a Class C misdemeanor.

B. Each day that a violation of any provision of this chapter continues constitutes a separate and distinct offense.

II.

Spanish Fork Municipal Code, Title 13, Chapter 46, "Storm Water Drainage Utility" is hereby amended as follows:

**Chapter 13.46 Storm Water Drainage Utility**

- 13.46.010 Created
- 13.46.020 Definitions
- 13.46.030 Rates
- 13.46.040 Obstruction of Facilities
- 13.46.050 Dumping
- 13.46.060 Violation - Penalty

**13.46.010 Created**

The City shall provide storm water drainage facilities to the residents of the City. The storm water drainage facilities shall be maintained and administered by a storm water drainage utility.

**13.46.020 Definitions**

The following definitions are applicable to this chapter:

- A. **Developed Parcel.** Developed Parcel shall be all property which is altered from a natural state by grading, paving, compaction, construction of structures, impervious surfaces, or drainage works so that storm water runoff from the properties is changed in quantity, quality, or point of discharge from that which would occur in its natural condition.
- B. **Equivalent Service Unit or ESU** represents the amount of impervious surface in the average residential lot within the City, determined to be 3,956 square feet based on the average lot size of 9,086 square feet.
- C. **Impervious Surface** is any hard surface, other than the natural surface, that prevents or retards the absorption of water into the soil, or that causes water to run off the surface in greater quantities or at a greater rate of flow than the natural surface. Common impervious surfaces include, but are not limited to, roof tops, sidewalks, walkways, patio areas, driveways, parking lots, storage areas, compacted gravel and soil surfaces, and other similar structures and/or surfaces.
- D. **Retention/Detention Basin** shall mean a depression, designed with an inlet and outlet that regulates water flow and allows debris to settle out, and is capable of detaining or retaining storm water runoff until it can be released without causing damage down stream.
- E. **Storm Water** means precipitation such as rain, snow, hail, or other natural occurrence.
- F. **Storm Water Run Off** is water that is generated by storm water which flows overland.
- G. **Sump** means a formalized underground structure surrounded by drain rock, that acts as a detention basin to allow the slow release of water into the surrounding sub-soil. Sumps generally receive storm water runoff from paved areas such as streets,

parking lots, building roofs, etc.

- H. **Storm Drain Pipe** means a closed conduit for transmitting storm water that has been collected by inlets or collected by other means.
- I. **Storm Drain Ditch** means an open conduit for transmitting storm water that has been collected or routed by inlets, curb and gutter, or other means.
- J. **Drain Inlet** means a point of entry into a sump, detention/retention basin, or storm drain pipe or ditch.
- K. **Debris** means any dirt, rock, sand, tree, grass clippings, or other rubbish, litter, etc.

#### 13.46.030 Rates

- A. All Developed Parcels shall pay a monthly storm drain fee. All single and multi-family residential parcels shall be assessed one ESU per dwelling unit. All other developed parcels will be assessed the number of ESU's on the parcel, with a minimum of one ESU.
- B. The rates are to be established each year by the City Council, which may be set as part of the annual budget approval process.

#### 13.46.040 Obstruction of Facilities

- A. It is unlawful for any person to obstruct or contribute to the obstruction of the flow of storm water runoff or non-storm water runoff into any sump, retention basin, storm drain, storm drain ditch, curb and gutter, drain inlet, or other associated structural controls that convey storm water and/or non-storm water runoff.
- B. It is unlawful for any person to cause any obstruction that inhibits the normal flow of storm water and/or non-storm water runoff in any curb and gutter, unless the obstruction is associated with a street and/or storm drainage improvements project and is authorized by the Public Works Director, or his/her appointee, and granted with the issuance of a permit signed by the Public Works Director, or his/her appointee.
- C. It is unlawful for any person to cover over any drain inlet for any reason or purpose.

#### 13.46.050 Dumping

- A. It is unlawful for any person to dump, or allow to be dumped into any sump, detention basin, storm drain, curb and gutter, drain inlet, storm drain ditch or other storm drainage structure that conveys storm water and/or non-storm water, any type of debris, petroleum product, chemical, paint, pesticide, herbicide, heavy metal, acid or base product, solid or liquid waste product, hazardous waste product, and/or human or animal waste.
- B. The restrictions as set forth in paragraph A shall not apply to the normal runoff of non-storm water related to domestic home uses; for example, lawn watering, washing cars, etc.

#### 13.46.060 Violation -Penalty

- A. Unless otherwise specifically provided, every person who violates any provision of this chapter is guilty of a Class C Misdemeanor.
- B. Each date that a violation of any provision of this chapter continues constitutes a

separate and distinct offense.

### III.

Spanish Fork Municipal Code, Title 13 Chapter 48, "Telecommunications Utility" is hereby created as follows:

#### **Chapter 13.48      Telecommunications Utility**

- 13.48.010      Created - Supervision**
- 13.48.020      Right of Entry**
- 13.48.030      Contract for Service**
- 13.48.040      Utility Rules and Regulations**
- 13.48.050      Service Rates**
- 13.48.060      Damage to Property - Interruption of Service - Liability**
- 13.48.070      Willful or Malicious Damage**
- 13.48.080      Installations**
- 13.48.090      Telecommunications Competition**
- 13.48.100      Violation-Penalty**

#### **13.48.010      Created - Supervision**

A. There is hereby created a telecommunications utility known as Spanish Fork Community Network (SFCN).

B. SFCN is authorized to construct and operate a telecommunications system and to furnish, provide, and sell competitive telecommunications services to the residents of Spanish Fork City, including, but not limited to, internet services, cable television, telephony, data transmission and other telecommunications related services.

C. SFCN is hereby granted authority to construct, own, purchase, hire, lease, maintain, and operate all aspects of the telecommunications system within the City. SFCN may enter into operation, management, license, joint construction, or other agreements with cable television providers, internet service providers, local telephone exchange carriers, and/or other telecommunications companies in order to provide quality telecommunications services to its subscribers.

D. Residents of the City, where such services are available, may subscribe to such telecommunications services as may be offered by the City, or may elect to not subscribe for such services. Subscribers will be bound by the requirements of the subscription contract.

E. Fiber and/or electronic cabling and other equipment installed by or at the direction of SFCN for the distribution of telecommunications services shall be the property of the City.

#### **13.48.020      Right of Entry**

A. SFCN personnel or their agents shall have the right to enter upon any premises subscribing to telecommunications services from the telecommunications utility at all reasonable hours for the purpose of auditing the demarc box. All other inspections, for whatever purpose, shall be made in accordance with chapter 1.08 on right of entry for inspection.

B. Each subscriber of telecommunications service shall keep each demarc box freely

accessible to employees or agents of the telecommunications utility for the purpose of accessing said demarc box and shall not obstruct access to said demarc box in any manner whatsoever including, but not limited to, obstructions or inaccessibility caused by buildings, fences, gates, enclosures or any structure of any kind, or by dogs or other animals.

C. In addition to any penalty imposed by this chapter, any employee or agent of the telecommunications utility may disconnect the services to any service user who obstructs or makes inaccessible or who allows to be obstructed or to become inaccessible any demarc box.

#### **13.48.030 Contract for Service**

Every person desiring to obtain telecommunications from the City shall contract for the services in writing upon forms furnished by the city. The contractual form may be the same form used to obtain other municipal services.

#### **13.48.040 Utility Rules and Regulations**

A. All persons or entities desiring to purchase telecommunications services from SFCN shall do so in conformity with such rules and regulations as shall be adopted by the City. Regulations shall specify methods and conditions of application of service, methods and conditions of rendering service, procedures for payment for services rendered, procedures and methods for termination of service and all other matters incident to or related to the operation of the telecommunications utility by Spanish Fork City.

B. Spanish Fork City will maintain its facilities in accordance with accepted utility practices in order to minimize outages, protect persons and property from dangerous conditions, and provide a safe working environment for its employees.

C. Spanish Fork City has the right to go upon private property where it has easements, either formal or prescriptive, in order to trim trees and other vegetation to keep them from interfering with the telecommunications cabling. Tree and vegetation trimming does not have the purpose of being aesthetically pleasing, but will be for the purpose of maintaining safe and reliable lines. The scope of any trimming will be at the sole discretion of SFCN, and will be based upon equipment and facilities present, and the type of trees or vegetation involved and their propensity for rapid growth. If a tree should need to be removed, the City will still advise and work with the property owners, but removal will ultimately be the responsibility of the owner, unless the tree or vegetation is in the public right-of-way. In such an event the City will decide and may proceed to remove a tree or vegetation. The City may top a tree if a property owner fails to timely remove it.

#### **13.48.050 Service Rates**

All users of telecommunications services from SFCN shall pay such rates as shall be established from time to time by resolution of the city council. Such resolution may be by passage of the annual or interim budgets containing the rates to be charged.

#### **13.48.060 Damage to Property - Interruption of Service - Liability**

All consumers of telecommunications services from SFCN shall be responsible for all damages to or loss of property belonging to the City located on such consumer's premises unless occasioned by cause beyond their control or by the negligence of the telecommunications utility. The telecommunications utility shall not be responsible for any interruption or failure to supply

telecommunications services. Nothing in this chapter shall be construed to relieve or lessen the responsibility of any person owning, operating or installing cabling, wires, fixtures, appliances, apparatus, construction or equipment for damages to anyone injured or damaged either in person or property by any defect therein.

#### **13.48.070 Willful or Malicious Damage**

A. It is a Class B Misdemeanor for any person to willfully or maliciously cut, break or remove the insulation from any fiber optics cable in use in said system.

B. It is a Class B misdemeanor for any person to willfully or maliciously:

1. Intercept the transmission of telecommunications services of the system without applying or paying therefore;
2. Reconnect to or use services from said system after telecommunications services have been disconnected for nonpayment of services rendered, or for violation of any established rule or regulation of the telecommunications utility of the City or for any violation of any duly enacted ordinance pertaining thereto.

C. It shall be a Class B misdemeanor for any person to:

1. Cut, break or throw down any of the poles owned by the telecommunications utility;
2. Willfully destroy the insulation of said system or any part thereof;
3. Injure, molest or destroy any property or materials appertaining to said system;
4. Interfere with the use of said system or obstruct or postpone the transmission of services of said system or to procure or advise any such injury;
5. Perform, procure or advise the performance or procurement of any said listed acts.

#### **13.48.080 Installations**

All installations related to the telecommunications utility shall comply with all applicable codes adopted by the City and shall comply with all licensing and inspection ordinances now or hereafter adopted by the City, including the design and development standards.

#### **13.48.090 Telecommunications Competition .**

A. The City promotes and encourages competition for voice, data, video, and video programing services that make the latest and best technology available and which keep service prices affordable for all City residents and businesses.

B. The City will manage access to the public easements and rights-of-way for telecommunications purposes in a nondiscriminatory, competitively neutral and in a nonexclusive manner, and, to the extent allowed under applicable law, receive fair compensation therefore.

C. Telecommunications and video programing franchises and licenses will be managed to preserve the integrity of the City infrastructure, assure efficient use of City property, and ensure compliance with City ordinances, rules, and regulations. The following guidelines shall be in effect:

1. Minimal disruption of public and private property will be a priority;
2. Telecommunications and video programming franchises will be required to place their facilities underground in situations where existing utility services are underground and/or whenever existing overhead facilities go underground and/or whenever City policy so requires;
3. All construction and development standards of the City shall be followed.

D. Any franchise fees assessed against private businesses providing energy services shall have a like cost assessed against the telecommunications utility.

**13.48.100 Violation - Penalty**

A. Unless otherwise specifically provided, every person who violates any provision of this chapter is guilty of a Class C misdemeanor.

B. Each day that a violation of any provision of this chapter continues constitutes a separate and distinct offense.

**IV.**

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

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this 5th day of June, 2012.

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G. WAYNE ANDERSEN, Mayor

Attest:

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Kent R. Clark, City Recorder