



## 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 19, 2012**.

### AGENDA ITEMS:

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

- a. Pledge, led by invitation
- b. Recognition from the VFW

#### 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. \* [Mayor Proclamation for Jack Swenson Day](#)

#### 4. 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 – June 5, 2012](#)
- b. \* [UDOT Cooperative Agreement for Pedestrian Crossing at Arrowhead Trail & Main Street](#)
- c. \* [1000 North, Main Street to 200 East Road Widening –Amsource Agreement](#)
- d. \* [Tenedor Fill Agreement](#)
- e. \* [Mutual Release Contract with Cartegraph](#)
- f. \* [Interlocal Agreement with Salem for Legal Services](#)
- g. \* [HA5 Slurry Agreement with Salem](#)

#### 5. PUBLIC HEARING:

- a. \* [Transportation Element of the General Plan, Capital Facilities Plan Update](#)

#### 6. NEW BUSINESS:

- a. \* [Resolution #12-05 Authorizing the Purchase or the Initiation & Filing of a Condemnation Action to Exercise the Power of Eminent Domain in Order to Acquire Property for a Street & Right-of-Way Purposes as part of the Spanish Fork City Transportation System](#)
- b. \* [Fairgrounds Rodeo Arena Change Orders](#)
- c. [FY 2013 Budget Approval](#)

#### 7. \* [ADJOURN TO REDEVELOPMENT AGENCY:](#)

#### 8. CLOSED SESSION:

- a. [Property Purchase](#)

### 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)

## MAYORAL PROCLAMATION DECLARING JUNE 20, 2012 AS JACK SWENSON DAY IN SPANISH FORK CITY

WHEREAS, on Wednesday, June 20, 2012, Jack Swenson will coach the last league game of the season for the Spanish Fork Pinto League Yankees, completing the 60<sup>th</sup> consecutive year that Jack has coached the same little league team; and

WHEREAS, Jack first coached his beloved little league Yankees in 1953, at age sixteen; and

WHEREAS, Jack has had the rare opportunity to coach all four of his sons and all five of his grandsons on the Yankees; and

WHEREAS, Jack assisted in establishing the Utah Boys Baseball Association in order to allow entire teams to participate in post season tournaments, not just a few select players, a system utilized to this day; and

WHEREAS, not only has Jack volunteered thousands of hours to teach the youth of Spanish Fork the fundamentals of the game of baseball, he has also served as a positive role model for hundreds, perhaps thousands, of youth in our community; and

WHEREAS, Jack always promoted fair play and sportsmanship; and

WHEREAS, Jack has the philosophy that the most important part of coaching youth is to make sure each child has fun; and

WHEREAS, Jack has a real love for the game of baseball and for the Spanish Fork Recreation Department, stemming from his memories as a youth, his desire to teach his own children, and his belief that sports is a positive experience for all youth to provide wholesome activities; and

WHEREAS, Jack started working for Spanish Fork City in 1951, mowing lawns and maintaining the ball fields. That humble beginning led to Jack being the Recreation Director for Spanish Fork City for 31 years; and

WHEREAS, during those 31 years, numerous programs were initiated, facilities constructed, and many opportunities provided for the youth of Spanish Fork to be active, learning, and involved in their community; and

WHEREAS, as the Spanish Fork Recreation Director, Jack was instrumental in developing the strong and cooperative relationship with the Nebo School District, which has become a valuable partner in providing recreation activities for our youth; and

WHEREAS, the impact Jack has had on this community is far reaching and on-going. Words cannot describe the gratitude felt by thousands throughout this community and State for his dedication and efforts; and

WHEREAS, with all of our collective hearts, the residents and former residents of Spanish Fork say "THANK YOU" to Jack Swenson, an outstanding, unselfish man who has contributed so much to each of us;

NOW THEREFORE, I, G. Wayne Andersen, the Mayor of Spanish Fork City do hereby declare and proclaim Wednesday, June 20, 2012 as: JACK SWENSON DAY in Spanish Fork City.

DATED this 16<sup>th</sup> day of June, 2012.

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G. WAYNE ANDERSEN, Mayor

Tentative Minutes  
Spanish Fork City Council Meeting  
June 5, 2012

Elected Officials Present: Mayor G. Wayne Andersen, Councilmembers Steve Leifson, Rod Dart, Richard Davis, Brandon Gordon. In attendance via skype Councilmember Kier Scoubes.

Staff Present: David Oyler, City Manager; Junior Baker, City Attorney; 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; Pam Jackson, Library Director; John Bowcut, IS Director; Bryan Perry, Assistant, Angie Warner, Deputy Recorder; Bill Bushman, Buildings & Grounds Supervisor; Steve Money, Events Coordinator.

Citizens Present: Evan Barber, Mick Barber, Matt Barber, Cary Hanks, Paul Jensen, Rodger Olsen, Kevin Parker, Whitney Clift, Autumn Young, Audrey Penrod, Mr. Bradley.

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

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

Evan Barber led in the pledge of allegiance.

Steve Money said the arena is coming along great and he thanked everyone that has been a part of this project. The rodeo tickets are on sale online, get them now before they are gone.

Rodger Olsen, vice president of the Diamond Fork Riding Club introduced the Fiesta Days Rodeo Royalty, Queen Whitney Clift, 1<sup>st</sup> Attendant Autumn Young & 2<sup>nd</sup> Attendant Audrey Penrod. They invited everyone to the Fiesta Days Rodeo.

Mayor Andersen thanked the ladies for coming.

Kevin Parker, president of the Diamond Fork Riding Club asked Dale Robinson to come up and presented him a Diamond Fork Riding Club vest and bolo tie in appreciation for all he has done.

**Agenda Request – H. Bradley Organics**

Mr. Bradley gave a presentation on his product that he is requesting the City use.

**PUBLIC COMMENTS:**

Cary Hanks with the Spanish Fork Salem Chamber of Commerce commented on how beautiful the cemetery was for Memorial Day. Ms. Hanks invited the City Council to the Nebo Economic Summit that will be on June 14<sup>th</sup> from 8am-2pm.

**COUNCIL COMMENTS:**

Councilman Gordon said the Youth Council will be meeting on June 14<sup>th</sup> and will be holding elections for a new council.

Councilman Davis said Memorial Day was wonderful at the cemetery and thanked the staff and volunteers. Councilman Davis said the airport board will meet this Thursday.

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Councilman Leifson commented that about a week ago the public was affected by a power outage. He thanked the power department for how well and fast they worked to get the power back on.

Councilman Scoubes reminded the public that the arts festival runs June 11-22. Councilman Scoubes heard the Nebo Philharmonic New Moon Concert was great last night at the North Park. Councilman Scoubes commented that social media is great. He has been out of the state and still knows what is going on in Spanish Fork thanks to Facebook, Twitter, etc.

Mayor Andersen said the MPO committee met today to vote on the distribution of funds. Spanish Fork submitted 4 projects and 3 of those were approved for funding.

Mayor Andersen presented the CPR-AED Awareness Week, June 2012 Proclamation. Mayor Andersen read the proclamation.

**SPANISH FORK 101:** Chris Thompson – Sight Distance & Sign Visibility Tree Trimming  
Mr. Thompson explained their process and schedule for keeping signs visible to the public.

John Bowcut, Director of SFCN said that it is time to update our system. SFCN will start making changes to the system so the City is able to provide some of the following:

- Adding internet providers and MGB
- Switching to digital
- Convert all analog to digital
- Set top boxes & DVR's replaced
- HD ready
- Video on demand
- TV everywhere
- Start charging for IP addresses
- Change business internet tier.

All of these changes are based on if the budget is approved and look at starting the changes in late summer early fall.

**CONSENT ITEMS:**

- 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

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

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

**PUBLIC HEARING:**

**Fiscal Year 2013 Budget**

Dave Oyler said the budget has been presented to the Council and there have been some changes to positions in the engineering department and the funding that was approved for the 3 projects.

97 Kent Clark said this is the public hearing for the 2013 budget and citizens will be able to ask  
98 questions. Changes can still be made for two more weeks and then June 19<sup>th</sup> will be the adoption  
99 of the budget. The 2013 budget has a decrease from last year, Mr. Clark highlighted some  
100 changes.

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102 Councilman Dart made a **Motion** to move into Public Hearing.

103 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 7:24 p.m.

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105 Mayor Andersen welcomed any public comment.

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107 Matt Barber thanked the electric department for their work on the accident a couple weeks ago.  
108 He also thanked Dave Oyler and Chris Thompson for meeting with him on the budget. Mr.  
109 Barber has noticed in the budget that the ballpark snack shacks keep losing more and more  
110 money every year. Mr. Barber gave some suggestions of other ideas; 1. See if a private  
111 company would want to do it; 2. School organizations for fund raisers; 3. raise prices.

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113 Mr. Barber asked to clarify that SFCN uses subscriber's fees to pay and not tax payer dollars  
114 since there is still bonds to be paid.

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116 Mr. Oyler said bond payments and electric payments are paid first.

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118 Mr. Barber asked what amount each utility pays to SFCN.

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120 Mr. Bowcut said \$213,000 total. SFCN does almost \$6 million in revenue and the utility  
121 departments set the amount of usage.

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123 Councilman Dart liked the ideas from Mr. Barber about the snack shacks. But his concern is the  
124 regulations with the health department for food handler permits and such.

125  
126 Dale Robinson said they will have to check with the county health department. Mr. Robinson said  
127 in the budget, we budget higher because the schedule is based on the weather. Mr. Robinson  
128 said when the City used the private vendor before the complaints were the choice of food and the  
129 high prices.

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

132 Councilman Dart **Seconded** and the motion **Passed** all in favor at 7:38 p.m.

133  
134 Chris Thompson said for about two years the City has been working on a technology that the  
135 citizen would be able to go online and see their utility usage. It has been proven when citizens  
136 are able to monitor their usage that encourages conservation.

137  
138 **ADJOURN TO REDEVELOPMENT AGENCY**

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

141 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 7:42 p.m.

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

145 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:46 p.m.

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147 Councilman Gordon made a **Motion** to move into Public Hearing.

148 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:47 p.m.

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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.

Johnathan Ward said this public hearing is for the public to comment. Mr. Ward said the low bid came in at 2.76% interest which was lower than expected.

Mayor welcomed any public comment

There was none.

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

Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 7:50 p.m.

### **NEW BUSINESS:**

#### **Proposed Acceptance of the Schwartz Annexation Petition for further study**

Dave Anderson explained that these two parcels are islands at the Spanish Fork / Springville border. They have applied to annex into Spanish Fork. Right now there are no plans for the properties to be developed. With this annexation it will help make a road connection in the future. Staff recommends the City Council approve the Schwartz Annexation Petition for further study.

Councilman Gordon asked how it is decided that they come here instead of Springville.

Dave Anderson said each City has a policy declaration.

Dave Oyler explained that a policy declaration is a boundary estimate.

Councilman Leifson made a **Motion** to **approve** the proposed acceptance of the Schwartz Annexation Petition for further study.

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

#### **Ordinance #08-12 Amending the Municipal Code Concerning Storm Water, Energy, and Creating a Telecommunications Utility**

Junior Baker said eleven years ago when the City created SFCN, in order to get the bonding we had to include it with power and utilities. Now that broadband is a success, it makes sense to split the telecommunications from the power and utilities. Mr. Baker said the other change is to the storm drain utility usage fee to make it more equitable and fair.

Councilman Dart made a Motion to approve the Ordinance #08-12 Amending the Municipal Code Concerning Storm Water, Energy, and Creating a Telecommunications Utility

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

#### **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**

Chris Thompson said UDOT has been investigating the area of 800/820 East & Canyon Road for a while. It is an offset intersection and they have come up with a great design. If Council agrees with moving forward with this project, staff will prepare it to come back to City Council for a public hearing.

Council agrees to move forward with this item.

201 **ADJOURN:**  
202 Councilman Dart made a **Motion** to **adjourn** to Closed Session to discuss Property Purchase &  
203 Sale and Litigation.  
204 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 8:13 p.m.

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206 ADOPTED:

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Angie Warner, Deputy Recorder

DRSHEI



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: June 6, 2012  
Re: UDOT Cooperative Agreement, Main Street Arrowhead Trail Pedestrian Crossing

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## Staff Report

The city has worked with UDOT to approve a set of plans for a pedestrian crossing at Main Street and Arrowhead Trail. UDOT has also agreed to participate in the costs of the crossing up to \$4,000. It is anticipated that the city's cost of the project would be about \$35,000. It will include an extension of the trail down Main Street to the south, pedestrian ramps and signals.

We recommend that the city council approve this cooperative agreement with UDOT for the Main Street Arrowhead Trail Pedestrian Crossing.

Attached: agreement



**COOPERATIVE AGREEMENT**

This **COOPERATIVE AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, 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 connect a 10' wide trail to SR-198 on the east side of SR-198 at the south end of the Spanish Fork River bridge (northeast "corner" of the intersection of SR-198 and SR-164); and

**WHEREAS**, the **CITY** desires to allow trail users to travel between the east side of SR-198 and the west side of SR-198 as part of the trail system connectivity; 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 following: a) design and construction of a 6' wide sidewalk along the east side of SR-198 from the northeast "corner" to the southeast "corner" of the intersection, and b) pedestrian signal items for trail users to cross SR-198 across the south leg and west legs of the intersection.

2. The **UDOT** will reimburse the **CITY** for the **CITY's** actual costs incurred for the pedestrian signal items associated with crossing the south leg of the intersection, as listed in the attached Bid Schedule – Utah Department of Transportation, dated January 25, 2012. These costs are estimated to be \$3,879.12 and not to exceed \$4,000.00. The final amount of **UDOT's** reimbursement shall be determined upon completion of construction.

3. The **CITY** shall submit itemized bills covering the **CITY's** actual costs incurred for the traffic signal modifications to:

UDOT CID No. 90442  
Cooperative Agreement for Pedestrian Signal Modifications  
SR-198 at SR-164  
**SPANISH FORK CITY**  
Federal ID No. 846000284

Utah Department of Transportation  
Attention: Larry Montoya  
Division of Traffic and Safety  
4501 South 2700 West  
Box 143200  
Salt Lake City, Utah 84119

4. 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.

5. 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: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

(IMPRESS SEAL)

UDOT CID No. 90442  
Cooperative Agreement for Pedestrian Signal Modifications  
SR-198 at SR-164  
**SPANISH FORK CITY**  
Federal ID No. 846000284

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

By: \_\_\_\_\_  
Region Three Utility Coordinator

By: \_\_\_\_\_  
Region Three Director

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

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

**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: \_\_\_\_\_  
Contract Administrator

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



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: June 6, 2012  
Re: Amsource Agreement, 1000 North, Main Street to 200 East Road Widening Project

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## Staff Report

The city has worked with Amsource to create this agreement regarding how the widening of 1000 North Street will be constructed. This agreement gives the city permission to use Amsource property necessary to do the widening. It also permits the city to change the west driveway closest to Arctic Circle to a right in right out.

Earlier this past winter Amsource reported to us that they had a third pressurized irrigation meter for which we were not billing. We have also negotiated not to charge for past usage on this meter in return for these concessions. We recommend that the city council approve this agreement with Amsource.

Attached: agreement





358 South Rio Grande  
Suite 200  
Salt Lake City, Utah 84101

801•994•7000  
801•532•2109 fax

May 29, 2012

Chris Thompson  
S. Junior Baker  
40 South Main  
Spanish Fork, UT 84660

Re: Road Widening Work Adjacent to Spanish Fork Marketplace (the "Work")

Gentlemen:

Thank you for meeting with Dave Gaskill and me on Thursday, April 26, 2012. As discussed in that meeting, we agreed as follows:

1. All of the Work east of Entrance 2, as marked on the attached Plan 1 ("Plan 1") will be performed within the City's existing right-of-way (the "ROW").
2. Amsource approves the Work to be done per Plan 1 east of Entrance 1 (as marked on Plan 1).
3. Entrance 1 will not be closed, but will become a right in/right out, per Attached Plan 2 ("Plan 2"). The City will make sure that Entrance 1 is kept open at all times during construction, except to the extent necessary for the City's construction of the "right-in/right-out" improvements. Amsource will consider a complete closure of Entrance 1 at some future point if the center is re-developed.
4. The City will make sure that Arctic Circle's drive-thru is not required to close at any time as a result of the Work. The City will also relocate Arctic Circle's monument sign where the new right-turn lane is going, at no cost to Arctic Circle or Amsource.
5. The City shall perform (and Amsource approves) the Work on the South side of 1000 North as shown on Plan 1, at no cost to Amsource.
6. The City shall keep Amsource apprised on a timely basis of any changes to the Work.
7. Subject to all of the foregoing, Amsource shall not seek any additional compensation from the City in connection with the Work.

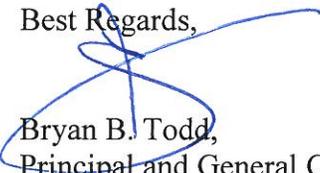
Chris Thompson  
S. Junior Baker  
May 2, 2012  
Page 2

8. Regarding the “unreported pressurized irrigation meter” that you informed us was recently found at our site, which you further informed us showed that “apparently \$85,177.53 worth of water has gone through the meter since it was installed,” the City agrees to waive and forgive all such charges.

Although we did not discuss this at our meeting, as you know, Joann’s Fabrics is planning to move to larger space, and we would like to make them a part of our center. While we know that you cannot commit to anything that requires “legislative” discretion, we would like to know that, as to “ministerial” matters, we have your support and commitment to use good faith efforts to work out engineering issues, etc. in our efforts to add Joann’s as a tenant in our center.

If you agree with the foregoing, please sign where indicated below and return a copy of this letter to me. Thank you.

Best Regards,



Bryan B. Todd,  
Principal and General Counsel  
801.741.4540  
btodd@amsource.com

Cc: David Gaskill

AGREED TO AS OF THE DATE FIRST APPEARING ABOVE:

SPANISH FORK CITY,  
a Utah municipal corporation

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

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

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



# Memo

To: Mayor & City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: June 13, 2012  
Re: Tenedor Agreement for the Fill Material at the Costco Site

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## Staff Report

The city negotiated to provide fill material to the Costco site out of the city pit. This material was needed for the site surcharge and would be given back to the city delivered to city sites. The city was able to negotiate with Tenedor to purchase this fill material for the future development of the 700 East US 6 connection and future development of their sites.

This agreement is for the Tenedor to pay the city \$3.95 per cubic yard of material. We recommend that the city council approve this agreement.

Attached: agreement



## FILL AGREEMENT

1. Identification and Parties. This Fill Agreement ("Agreement"), dated this \_\_\_\_\_ day of May, 2012, is made by and between:

1.1 Spanish Fork City, a Utah municipal corporation ("City"); and

1.2 Tenedor L.L.C., a Utah limited liability company ("Tenedor").

2. Recitals.

2.1 Pursuant to an Economic Incentive Agreement between City and Tenedor dated November 1, 2011, City has provided fill ("City Fill") to certain property purchased from Tenedor by Costco identified on Exhibit "A" attached hereto as the "Costco Property".

2.2 The City Fill included approximately 15,000 cubic yards of surcharge, or excess fill ("Excess Fill") which the parties desire to be transported by City from Costco Property to the "IHC Property" currently owned by IHC Health Services, Inc. ("IHC") which is subject to a Real Estate Exchange Agreement between IHC and Tenedor.

3. Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Tenedor agree as follows:

3.1 Incentive. City will transport or cause the Excess Fill to be transported from the Costco Property to the IHC Property located at approximately 700 East and 950 North in Spanish Fork City and deposited within the area which Tenedor shall have marked with lathe and flags. City shall have no liability if any of the Excess Fill spills or is inadvertently placed outside the area marked and flagged. Tenedor accepts the Excess Fill "as is" with no warranties.

3.2 Tenedor Obligations. Tenedor shall pay City the sum of \$3.95 per cubic yard of Excess Fill delivered to the IHC Property as provided in this Agreement, which amount of Excess Fill shall be verified at the IHC Property by a before and after topographical survey to be performed by LEI Engineering . Tenedor shall be provided electronic copies of both the pre-survey and post-survey conditions.

3.2.1 Full payment shall be made no later than thirty (30) days after the Excess Fill material has been delivered in accordance with this Agreement.

3.2.2 Tenedor shall indemnify and hold harmless City from any liability whatsoever arising from this agreement.

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4. Miscellaneous.

4.1 Contingency. This Agreement shall be subject to and conditioned upon Tenedor obtaining permission from IHC to access the IHC Property and stockpile the Excess Fill thereon as provided in this Agreement. Tenedor shall have until May 30 at 8:00 a.m. to obtain that permission.

4.2 Entire Agreement; No Oral Modifications. This Agreement constitutes the final and complete agreement, and supercedes all prior correspondence memoranda or agreements between the parties relating to the subject matter hereof. This Agreement cannot be changed or modified other than by a written amendment by both parties.

4.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Utah.

4.4 Construction. City and Tenedor acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments thereto, and the same shall be construed neither for nor against City or Tenedor, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

4.6 Attorneys' Fees. In the event that either party to this Agreement brings an action or proceeding for an alleged breach or default of this Agreement, or in any other action arising out of this Agreement or the transactions contemplated by this Agreement, the predominantly prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees, expert witness fees, and any court costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

IN WITNESS WHEREOF, this Agreement is executed by the parties, intending to be legally bound.

[signatures on following page]



**SPANISH FORK CITY**

**By:** \_\_\_\_\_  
G. Wayne Andersen, Mayor

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

**TENEDOR L.L.C., a Utah limited liability company**

**By: WOODBURY CORPORATION, a Utah corporation, Its Manager**

By:   
\_\_\_\_\_  
O Randall Woodbury, President

By:   
\_\_\_\_\_  
Jeffrey K. Woodbury, Vice President

By:   
\_\_\_\_\_  
Richard L.K. Mendenhall, Manager



## MEMO

To: Mayor and Council  
From: Jason Sant, Assistant City Attorney  
Date: 12 June 2012  
Re: Mutual Release Agreement of the Cartegraph Contract

In October of 2011, Spanish Fork City contracted with Cartegraph Systems for the creation and installation of an electronic interface program for our Community Development Department. Following months of little communication and our overall dissatisfaction with the delay in the project, I sent a letter to Cartegraph Systems requesting termination of the contract and a refund of the money paid to date on the contract. On June 11, 2012, Cartegraph faxed the attached letter and Mutual Release Agreement. After review of the letter and Mutual Release Agreement, I believe it is in the best interest of the City to approve and sign the Mutual Release Agreement. According to the letter, upon our signature and return of the Mutual Release Agreement, Cartegraph will refund our \$8,683.82 paid on the project to date.



# Cartēgraph

*A New Way to Look at Government.*

To: <u>Jason Sant</u>	From: <u>Jennifer Stille</u>
Company: <u>City of Spanish Fork</u>	Company: <u>Cartegraph Systems, Inc.</u>
Phone: <u>(801) 804-4500</u>	Phone: <u>563-556-8120 or 800-688-2656</u>
Fax: <u>(801) 804-4510 44079</u>	Fax: <u>563-556-8149</u>
Date: <u>June 11, 2012</u>	Time: <u>9:54 a.m. CST</u>

Number of Pages (including cover page): 4

**Message:**

For your review, you will find the attached documents: a letter signed by David Robbins and a Mutual Release Agreement between Cartegraph and the City of Spanish Fork. Please contact David Robbins at 1-800-688-2656 ext. 5270 or at [daverobbins@cartegraph.com](mailto:daverobbins@cartegraph.com). If no changes are necessary, we will mail the hard copies to you. Thank you and please let us know if there is anything else you need.



June 8, 2012

Jason Sant  
Assistant Spanish Fork City Attorney  
P.O. Box 358  
40 South Main Street  
Spanish Fork, Utah 84660

Dear Jason:

---

I am writing in response to your letter addressed to Scott Taylor, dated June 1, 2012, in which you outline your dissatisfaction with Cartegraph's community development software.

It is our belief that the proper due diligence by both parties prior to the execution of the Cartegraph software and services agreement was not made. This lack of due diligence resulted in a software and services solution that did not meet all of the needs of Spanish Fork. In an effort to meet these additionally-discovered needs, both parties have been placed in the position of waiting for future releases of the community development software. This waiting has resulted in the delay of the project.

We understand the desire by Spanish Fork to move on to other options and to no longer wait for subsequent software releases of the community development software.

Cartegraph has prepared a mutual release agreement for your review. Upon execution of this agreement, Cartegraph will issue Spanish Fork a check in the amount of \$8,683.82.

I apologize for any confusion and communication issues that may have occurred on this project. This is not the normal customer experience with Cartegraph.

Jason, I want you to know we truly appreciated your business and I will await your response on the agreement. If you have any questions or concerns, or if I can assist in any other manner, please do not hesitate to contact me at (800) 688-2656, x6232, or at [daverobbins@cartegraph.com](mailto:daverobbins@cartegraph.com).

Sincerely,

David Robbins  
Chief Operating Officer

c: Scott Taylor, Cartegraph Chief Executive Officer  
c: Mark Weber, Cartegraph Chief Financial Officer  
c: Randy Skemp, Cartegraph Chief Revenue Officer

3600 Digital Drive  
Dubuque, Iowa 52003

800.688.2656  
563.556.8120  
[www.cartegraph.com](http://www.cartegraph.com)

## Mutual Release Agreement

---

This Mutual Release (the "Release") is made and effective June, 15, 2012,

**BETWEEN:** **Cartegraph Systems, Inc.** a corporation organized and existing under the laws of the State of Iowa, with its head office located at:

3600 Digital Drive  
Dubuque, Iowa 52003

---

**AND:** **City of Spanish Fork**  
Community Development  
Spanish Fork, UT 84660

### RECITALS

NOW THEREFORE, in consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

### TERMS

1. The undersigned hereby finally and irrevocably mutually release each other from all liability to each other, and settle all actions and causes of action against each other, for damages, loss or injury sustained by either of them, however arising, present and future, known and unknown at this time, relating to Software and Services Proposal C1108021-2 Executed December 18, 2011.
2. If either party has instituted any legal proceedings against the other settled by this release, that party covenants to have them dismissed at that party's cost with express prejudice to bringing further proceedings against the other arising out of the same matter.
3. It is agreed that neither party to this mutual release will make any claim or take any proceedings against any person who might claim over against or claim contribution or indemnity from the other party in connection with any matter for which this mutual release is given.
4. It is understood and agreed that nothing in this mutual release is to be construed as an admission of liability in connection with any matter for which this mutual release is given.
5. It is understand that this agreement is to be regarded as a "no-fault" settlement, and, as such, this agreement is not intended and will not be construed to constitute an admission or statement by either party as to the validity or invalidity of any legal or factual contention advanced in this matter
6. It is agreed that the City of Spanish Fork will Return or destroy all materials and documents associated with this project which are proprietary in nature. This specifically includes pricing information, training materials and consulting documents as described in Software and Services Proposal C1108021-2.

- 7. It is agreed that neither party shall in any communication make any comment that disparages or is derogatory regarding the other party.
- 8. The provisions of this Agreement must be read as a whole and are not severable and/or separately enforceable by either party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

Cartegraph Systems, Inc.

City of Spanish Fork

Authorized Signature

Authorized Signature

David D. Robbins, Chief Operating Officer  
Print Name and Title

\_\_\_\_\_  
Print Name and Title



## MEMO

To: Mayor and Council  
From: S. Junior Baker  
Date: 18 June 2012  
Re: Salem Legal Department Agreement

On the City Council agenda, for June 19, is an interlocal agreement with Salem for the sharing of a legal department between the two cities. We have had an agreement with Salem since 1995, but it calls for a city attorney and staff to be shared. A citizen in Salem has complained, stating the agreement calls for a city attorney and they are paying for two. This provides that a legal department, instead of a city attorney and staff will be shared. The percentage cost remains the same. The first agreement was a 50 year agreement, reviewable annually. Fifty years is the maximum amount of time an interlocal agreement is effective. This agreement is for six years, reviewable annually. It automatically renews for an additional six years, if not terminated earlier.

# SPANISH FORK/SALEM INTERLOCAL AGREEMENT TO SHARE A FULL TIME LEGAL DEPARTMENT

This agreement is made and entered into this 19 day of June 2012 by and between Spanish Fork City and Salem City, municipal corporations of the State of Utah, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-1 et seq. (1953 as amended).

## RECITALS

WHEREAS, Spanish Fork City and Salem City are adjacent municipalities currently sharing a full time city attorney and staff; and,

WHEREAS, extremely rapid growth recently occurred in both cities, making the prospects of a full-time legal department desirable; and,

WHEREAS, by combining resources a full-time legal department can be justified, to the benefit of both cities; and

WHEREAS, the full time attorney arrangement currently existing between the cities has evolved into a full time legal department with the knowledge and consent of each city in order to meet the demands of recent rapid growth and the increasing complexity of municipal law;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

## SECTION 1 - DEFINITIONS

1. Spanish Fork means Spanish Fork City, a municipal corporation of the State of Utah located in Utah County.

2. Salem means Salem City, a municipal corporation of the State of Utah located in Utah County.

3. Attorney means an individual licensed by the Utah State Bar Association to practice law within the State of Utah and before the courts of the State of Utah.

4. Budget means the annual budget designated for a full-time legal department, including staff (both attorneys and non-attorneys), wages, benefits, supplies, equipment, training, and other items typical of a municipal legal department.

5. Billing period means the monthly period commencing with the 1st day of each month through the last day of each month.

6. Fiscal year means the twelve month period commencing July 1 through the following June 30.

## **SECTION 2 - PURPOSE, TERM, and TERMINATION**

The purpose of this agreement is to provide joint funding to provide a full-time legal department to represent each of the cities, their boards, and commissions.

The term of this agreement shall be for six years, commencing the 1st day of July 2012, and will be automatically renewed for a like term thereafter, unless terminated prior thereto. Either party may terminate this agreement by giving the other 120 days written notice prior to the end of each fiscal year.

## **SECTION 3 - PROVIDING FOR A FULL TIME LEGAL DEPARTMENT**

Spanish Fork shall provide a full time legal department, whose staff (both attorneys and non-attorneys) shall be employees of Spanish Fork. The legal department will provide legal services for each city. The department head shall act as city attorney for Spanish Fork and Salem. Salem agrees to pay a percentage of the legal department budget as set forth in Section 4.

## **SECTION 4 - ALLOCATION OF EXPENSES**

Spanish Fork shall prepare a budget for a full time legal department, including appropriate staff (both attorneys and non-attorneys) benefits, wages, supplies, equipment, and related items. This shall be provided to Salem a minimum of 60 days prior to Salem's first council meeting in April of each year. Salem agrees to budget for 30% of the total legal department budget for its contribution to a full time legal department.

Spanish Fork will invoice Salem for 30% of the actual costs incurred in each month, commencing July 2012. Salem will pay the amount billed within 20 days of receipt of the invoice.

Spanish Fork will provide office space for a full time legal department, which will not be a budgeted expense item, nor a billing item to Salem.

In the event of conflict between the cities which requires the advice or representation of an attorney, each city will hire independent counsel, which expenses will be borne separately and be above and beyond the budget for the joint, full time legal department.

#### **SECTION 5 - TERMINATION**

The Cities may terminate this agreement at any time by mutual consent.

#### **SECTION 6 - AMENDMENTS**

This agreement represents the entire agreement of the parties. Any prior agreements, negotiations, or understandings are merged herein and superseded hereby. Specifically, the agreement for a full time attorney effective July 1995 is replaced by this agreement. Amendments to this agreement must be in writing and follow the procedure set forth in the Utah Interlocal Cooperation Act.

#### **SECTION 7 - BREACH**

In the event of a breach of this agreement, the non-breaching party shall be entitled to recover its costs and attorney's fees, whether or not suit is initiated.

#### **SECTION 8 - SEVERABILITY**

Should any part, term, or provision of this agreement be held by any court to be illegal or in conflict with any law of the State of Utah, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby, and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to

be executed and attested by its proper officers, thereunto duly authorized, and their official seal affixed thereto, pursuant to resolution of its governing body, and each deems itself bound thereby.

SPANISH FORK CITY by:

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

Attest:

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

I have been authorized by Spanish Fork City to review this agreement in accordance with Utah Code Ann. §11-13-9. This agreement is executed and is hereby approved as being in proper format and compatible with the laws of the State of Utah.

\_\_\_\_\_  
AUTHORIZED ATTORNEY

SALEM CITY by:

\_\_\_\_\_  
RANDY A. BRAILSFORD

Attest:

\_\_\_\_\_  
Jeffrey D. Nielson, City Recorder

I have been authorized by Salem City to review this agreement in accordance with Utah Code Ann. §11-13-9. This agreement is executed and is hereby approved as being in proper format and compatible with the laws of the State of Utah.

\_\_\_\_\_  
AUTHORIZED ATTORNEY



## MEMO

To: Mayor and Council  
From: S. Junior Baker  
Date: 18 June 2012  
Re: Salem Slurry Contract

On the City Council agenda, for June 19, is an item to approve a contract with Salem to jointly bid high density mineral bond slurry, also known as HA5. This is a relatively new slurry product, which appears to work extremely well. Because it is new, there are limited suppliers. Because of the proximity of Spanish Fork and Salem, we are able to jointly bid the product, to get a better price. This will continue year to year, unless either city give notice of intent not to renew.



# HIGH DENSITY MINERAL BOND SLURRY SEAL AGREEMENT

WHEREAS, the cities of Salem and Spanish Fork have slurry seal projects which will need to be completed as part of their road and street maintenance; and

WHEREAS, a high density mineral bond slurry, also known as HA5, is a relatively new process which is very effective, but has limited suppliers; and

WHEREAS, each city desires to use the HA5 material; and

WHEREAS, the combined needs of the cities and their proximity to each other would allow the cities to bid the product together; and

WHEREAS, by buying in larger quantities, the cities will also incur a savings on material costs for the HA5;

NOW THEREFORE, Salem, and Spanish Fork, hereby enter into this agreement and hereby contract, covenant, and agree as follows:

1. The cities will jointly bid HA5 slurry seal products.
2. Spanish Fork, through its engineering department, will coordinate the bidding and obtaining of HA5 materials. Salem will order its HA5 materials through Spanish Fork. Spanish Fork will invoice Salem based on the bid price and the amount ordered. Salem will pay Spanish Fork for the HA5 material it receives within 30 days of receiving an invoice.
3. Each city will be responsible for it's own preparatory work, including, but not limited to patching, washing, or sweeping the day prior, man-hole covers, or any other type of preparatory work required. Each city will also be responsible for sweeping their own clean up after the project is completed.

4. Spanish Fork City will be responsible to bid out HA5 such that it will be available in a timely manner.

5. At the end of each summer, a "true up" of costs will occur such that each city is charged the actual amount of costs for material used for its projects.

6. The agreement is valid for one year from the date hereof and shall be automatically renewed on a year to year basis unless either city notifies the other by March 15 of each year of its intent to terminate the agreement.

7. This agreement shall be interpreted pursuant to the laws of the State of Utah.

8. In the event that any party should be required to retain an attorney because of the default or breach of any other party or to pursue any other remedy provided by law, then the non-breaching or non defaulting party shall be entitled to a reasonable attorneys fee, whether or not the matter is actually litigated.

9. This agreement may not be modified or otherwise amended without a signed written document executed by all of the parties hereto.

10. Should any provision of this agreement require judicial interpretation, the court interpreting or construing the same shall not apply the presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself, or through his agents, prepared the same; it being acknowledged that all parties have participated in the preparation hereof.

11. This agreement is not assignable, it being specific to the parties hereto.

[Signatures on following page]

DATED this \_\_\_\_\_ day of June, 2012.

SALEM CITY by:

\_\_\_\_\_  
RANDY A. BRAILSFORD Mayor

Attest:

\_\_\_\_\_  
Jeffrey D. Nielson, Recorder

SPANISH FORK CITY by:

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

Attest:

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



# Memo

To: Mayor & City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: June 15, 2012  
Re: Transportation Element of the General Plan Revision June 2012, 10 Year Capital Facilities Plan Update

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## Staff Report

Each year the Public Works Department needs to update the 10 year capital facilities plans for each utility masterplan and the Transportation Element of the General Plan. This is the update for Fiscal Year 2013 of the Transportation Element of the General Plan.

The primary issues related to this update are related to the fact that the city has been awarded grants from the Mountainland Association of Governments for two of the projects: Center Street 1150 East to 1430 East including rebuilding Cut Bridge, and the 2550/2600 East intersection project. These grants have allowed the city to expand and accelerate the construction of these projects. They have also decreased the burden of those improvements on our proposed impact fees. Development in the Canyon Crossing and Maple Mountain Parkway areas have also expanded the amount of work we anticipate doing on those arterial streets.

Attached: 10 Year Transportation Capital Facilities Plan



## 2011-2023 Capital Facilities Plan

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The purpose of this memorandum is to establish projects that should be completed in the near-term based on the most recently adopted Transportation Master Plan (TMP). The TMP established a base year and then traffic was grown to a future year usually 20-30 years based on socio-economic data provided the Mountainland Association of Governments (MAG).

This growth equates to the need to widen roadways, build new roadways, install new traffic signals, and various other projects. A list of projects was established to form a Capital Facilities Plan (CFP) followed by an Impact Fee Facilities Plan (IFFP). Both of the CFP and IFFP are updated annually to establish a new list of projects along with a new impact fee.

We have provided a list of projects, attached in **Exhibit 1**, which depicts the recommended near-term projects based on the most recent TMP.

### **CFP Project Descriptions**

#### **1. Model, Masterplan and Impact Fee Studies**

To help establish an accurate and defensible road impact fee the City has hired consultants to advise the City technically and legally before adopting such a fee. These consultants help to ensure the City follows current State laws and track potentially new laws at the State legislature.

Percent of project due to new growth: 100%

Impact fees are directly related to future growth along with the cost to establish the fee. These fees are a one-time fee to establish the impact fee that will require minor adjustments over time as projects get built, laws change, and more technical data is required.

Impact Fee Costs Estimate: \$350,120

#### **2. Widen 1000 North: Main Street to US-6**

#### **3. 1000 North Traffic Signals: Main St., 200 E, 400 E, 600 E and US 6**

The need to improve 1000 North is based on the future development of the North Park project that includes a 400,000 square-foot shopping center directly adjacent to 1000 N. An estimated 16,000 new daily vehicle trips will have to use 1000 North to access the North Park project.

As part of this widening to accommodate adjacent project growth, a new signal will be needed at the 1000 North/Main Street intersection. The proposed new interchange at 2700 North and I-15 will also provide continuity along Main Street and increase industrial access to the area.

Percent of project due to new growth: 100%

The 2008 base traffic year shows that 1000 North from Main Street to US-6, including the intersections between, operate at acceptable levels. The section of 1000 North between Main Street and 200 East is right at the point of being LOS D (11,300 ADT). This section of road is just on the LOS C/D. Based on the future traffic conditions in the TMP, increased growth will push this section of roadway into LOS E and will need to be widened to a minor arterial.

Other needs along 1000 North based on the TMP is to widen between 1000 N to a minor arterial from 200 East to US-6 and install traffic signals at four locations along 1000 North. These signals will be required to accommodate growth from the North Park project and the surrounding area.

#### Impact Fee Costs Estimates

2. Widen 1000 North: Main Street to US-6	\$1,578,391
3. 1000 North Traffic Signals: Main St., 200 E, 400 E, 600 E, US 6	\$652,585

#### **4. New Traffic Signal: 1600 N./Main St.**

The TMP base condition shows that this intersection does not function adequately as a two-way stop controlled intersection due to the proximity of an adjacent signal, the railroad, and I-15. Traffic queues from adjacent intersections block this intersection. The intersection does not meet warrants in the TMP base condition. However, the future TMP condition shows that this intersection will warrant signalization.

Percent of project due to new growth: 59%

Current volumes do not warrant a new signal at this location. However, based on the MTP, this intersection will need signalization due to increased growth near the airport and surrounding areas. The growth in the area will increase traffic on Main Street and 1600 North based on the City's current land use plan.

Impact Fee Cost Estimate: \$81,420

#### **5. Center Street from 1150 E. to 1430 E. Improvements**

The improvements on Center Street include: widening Center Street from 1150 East to US 6 and improving the Cut Bridge area on the north side of US 6. Cut Bridge is a two-lane bridge that passes over an existing railroad and is directly adjacent to US-6. The widening project will consist of adding 3 lanes that will connect to 100 South and 1430 East and will provide an increase in roadway capacity. It will also realign the intersection of 1430 East and Cut Bridge/Slant Road so the East-West traffic will be through traffic. This will prevent future growth from creating a hazard at the intersection.

Percent of project due to new growth: 100%

The 2008 base traffic year shows that there are approximately 6,000 vehicles per day traveling on Cutbridge. Cutbridge provides access from US-6 to a new High School, Elementary School, and a new Church. There are also over 1,000 homes planned north of Cutbridge based on the 2040 TMP. It is recommended that this roadway be widened in the near term.

Impact Fee Costs Estimate: \$2,086,700

## **6. Construct Minor Arterial (Maple Mountain Parkway): SR-51 to US-6**

This new roadway will be constructed as part of the Legacy Farms Subdivision. Once this new roadway is completely constructed, it will provide continuity between US-6, Maple Mountain High School, the City of Mapleton, SR-51 and other roadways. The roadway is located in the northeast quadrant of the City near Mapleton Slant Road at the Mapleton/Spanish Fork future City boundaries and will operate as an important roadway link in the area.

Percent of project due to new growth: 49.9%

This new arterial is required due to development growth directly adjacent to this roadway associated with the Legacy Farms subdivision. This roadway will serve traffic from other areas once it provides a complete connection between SR-51 and US-6 and the road must be built to a minor arterial cross-section. The difference in width and cost of building a local road compared to a minor arterial is considered to be background traffic growth and not part of the development that will be constructing the roadway.

Impact Fee Costs Estimate: \$1,644,493

Total Cost: \$3,292,310

## **7. Realign the 2600 East/Canyon Road Intersection**

This intersection serves as a connection from southeast Spanish Fork to US-6 and further north to Maple Mountain High School. As traffic increases due to growth, this roadway and intersection will function appropriately if it is realigned to match 2600 East to the south.

Percent of project due to new growth: 100%

The future condition of the TMP identifies 2600 East as carrying over 16,000 vehicles per day along with 11,000 on Canyon Road in the area (2008 base year estimates 5,000 daily vehicles on each road). This intersection is critical for circulation from housing from the south to the High School and to the future Legacy Parkway (see item #8 above). Canyon Road is a UDOT facility and UDOT has agreed to contribute resources for a new signal at the intersection of 2600 East/Canyon Road. In order to accommodate future traffic and maintain traffic circulation 2550 East needs to align with 2600 East.

Impact Fee Costs Estimate: \$594,446

## **8. New Traffic Signal: Center St./1150 East**

The 2040 TMP identifies this intersection as needing signalization in the future. However, there are various constraints that will need to be addressed before the intersection can be modified to accommodate a signal. This "T" intersection has a residential driveway on one approach and will require a study before a signal can be installed. This study will estimate the right-of-way and signal hardware needed to accommodate a new signal.

Percent of project due to new growth: 42%

The current TMP base year condition estimates this intersection to be operating at 58% capacity. There is some reserve capacity (42%) that can be utilized by future growth. This growth will require this intersection to be signalized. Due to geometric constraints, an intersection study is recommended before designing installing a new signal.

Impact Fee Costs Estimate: \$150,000

This new traffic signal is needed based on future growth that has been established in the 2040 TMP. This intersection will be affected by growth north of US-6 across Cutbridge and to the south from Canyon Road. 1150 East also connects Canyon Road to US-6 via Center Street and will be a choke point along this route.

#### **9. Construct Arterial: US-6 to 2150 North**

This new arterial will connect US-6 to 2150 North to serve major growth expected in northern Spanish Fork. This roadway will also link up the Legacy Parkway (see #9) providing better circulation and relief to US-6.

Percent of project due to new growth: 49.9%

A new minor arterial is recommended based on the 2040 TMP that will connect US-6 north to 2700 North (1600 South Springville). This roadway will be the direct result of new growth north of US-6 and will provide connectivity between communities.

Impact Fee Costs Estimate: \$2,298,190

Total Cost: \$3,292,310

# RESOLUTION NO. 12-05

## ROLL CALL

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

I MOVE this resolution be adopted:

I SECOND the foregoing motion:

## RESOLUTION 12-05

### RESOLUTION AUTHORIZING THE PURCHASE OR THE INITIATION AND FILING OF A CONDEMNATION ACTION TO EXERCISE THE POWER OF EMINENT DOMAIN IN ORDER TO ACQUIRE PROPERTY FOR A STREET AND RIGHT-OF-WAY PURPOSES AS PART OF THE SPANISH FORK CITY TRANSPORTATION SYSTEM

WHEREAS, Spanish Fork City owns and maintains a public street known as 1100 East, the north end of which street currently dead ends in an area zoned for industrial and business park uses; and

WHEREAS, connecting 1100 East with 2700 North will open up the area around 1100 East for various types of commercial, industrial, and residential development; and

WHEREAS, the City has obtained rights-of-ways to construct the connector street, with the exception of one parcel identified in Exhibit A, which exhibit is incorporated herein by this reference; and

WHEREAS, creating a strong economic base, with a diversity of operations, is an important function which will promote the health, safety, and welfare of the residents of Spanish Fork City; and

WHEREAS, the immediate construction of a street connecting 1100 East with 2700 North is necessary in order to promote economic development throughout the area surrounding 1100 East; and

WHEREAS, Exhibit A accurately describes the property which is needed to make the street connection between 1100 East and 2700 North; and

WHEREAS, Spanish Fork City, pursuant to the authority granted under Utah Code Ann.§78B-6-501(3)(e), is authorized to exercise the power of eminent domain as necessary in furtherance of the public interest in order to acquire property for a street; and

WHEREAS, the Spanish Fork City Council has determined, in the exercise of its legislative discretion, that the public interest and necessity require the acquisition of the parcels of property described in Exhibit A for street purposes; and

WHEREAS, the public interest and necessity further require the acquisition and immediate occupancy of the real property described in Exhibit A for the purpose of constructing the public improvements in the form of a street; and

WHEREAS, the construction and use of the property for a street will commence as soon as possible following the initiation of these proceedings and an entry of order of immediate occupancy; and

WHEREAS, the property in question is held in fee ownership by private parties and is not already appropriated to some other public use;

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

1. Authorization is hereby given to negotiate the purchase of property described in Exhibit A, and if the purchase cannot be negotiated, to initiate a condemnation action to acquire by the power of eminent domain on behalf of Spanish Fork City the property described in Exhibit A for street purposes.

2. The acquisition of the property described in Exhibit A is for an authorized public use and is necessary to accomplish the purpose for which it is being acquired, namely the construction of public improvements in the form of a street in furtherance of the health, safety, and welfare of the citizens and residents of Spanish Fork City.

3. Further authorization is given to staff and legal counsel to negotiate for the purchase of the property or to file with or obtain from the court an order of immediate occupancy in order to take immediate possession and use of the real property or interest in the real property for the purposes set forth above.

4. Staff and legal counsel are further authorized to complete all necessary actions and steps which are conditions precedent to the initiation of the condemnation action.

DATED this 19th day of June, 2012.

---

G. WAYNE ANDERSEN, Mayor

Attest:

---

KENT R. CLARK, City Recorder

## EXHIBIT A

Beginning at a point on the north line of that real property described in Deed Entry No. 83544:2009 located  $S0^{\circ}18'18''E$  along the Section Line 281.18 feet and West 284.30 feet from the East 1/4 Corner of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian (Basis of bearing:  $S0^{\circ}18'06''E$  along the Section Line from the Northeast Corner to the East 1/4 Corner of Section 18, T8S, R3E, SLB&M); thence  $S1^{\circ}00'00''E$  952.45 feet; thence  $N89^{\circ}55'15''W$  44.01 feet; thence  $N1^{\circ}00'00''W$  946.39 feet; thence  $N82^{\circ}12'55''E$  44.31 feet to the point of beginning.

Contains:  $\pm 0.96$  Acres



## Staff Report to City Council

<b>Agenda Date:</b>	June 19, 2012
<b>Staff Contacts:</b>	Dale Robinson, Bill Bushman, Lua Saluone, Ryan Baum
<b>Subject:</b>	Fairgrounds Rodeo Arena Change Orders

### **Background Discussion:**

We have two change orders that are necessary to complete work on the arena. The first one is for Hales Construction. I have included in the attachments the change order request as well as detailed explanations on each line item. The total increase to the contract will be \$37,379.29. The second change order is for Great Western Park & Playground. I have attached the change order request. There was an error in their footings that required them to pay us for \$8,506.00 worth of fill material. We are changing the design of the announcer's platform (lowering the front half) because the current layout obstructs views of many of the seats in section N above the bucking chutes. That cost will be \$12,325.00. We also have added on \$4,027.00 to cover the cost of the seat and row numbers which were not included in the original contract. The overall increase to their contract will be \$7,846.00.

### **Budgetary Impact:**

These change orders will increase the budget amount by \$45,225.29. I have requested an increase in the FY12 Budget Revision 2.

### **Recommendation:**

Staff recommends approval of the change orders.

### **Attachments:**

Change Orders and detailed explanations

# Spanish Fork City

## Contract Change Order

**Change Order Number: 1**

Contract for	Spanish Fork City Fairgrounds Rodeo Arena - 2011	Date	6/15/2012
Owner	Spanish Fork City		
To	Great Western Park & Playground 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
Additional 2" of E-Fill	\$8,506.00	
Lower Announcers Platform		\$12,325.00
Seating Stickers		\$4,027.00
<b>TOTALS :</b>	<b>\$8,506.00</b>	<b>\$16,352.00</b>
<b>NET CHANGE IN CONTRACT PRICE :</b>		<b>\$7,846.00</b>

JUSTIFICATION  
See Memo

The amount of the contract will be increased by the sum of : Seven Thousand Eight Hundred Forty-Six Dollars and 00/100  
Dollars \$7,846.00

The contract total including this and previous change orders will be : Two Million Seven Hundred Twenty-Eight Thousand Six Hundred  
Eleven Dollars and 00/100 Dollars \$2,728,611.00

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

Requested: \_\_\_\_\_  
(Owner)

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

Recommended: \_\_\_\_\_  
(Owner's Architect/Engineer)

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

Accepted: \_\_\_\_\_  
(Contractor)

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

# Spanish Fork City Contract Change Order

Change Order Number: 1

Contract for	Spanish Fork Fairgrounds Restrooms & Concessions	Date	6/4/2012
Owner	Spanish Fork City		
To	Hales Construction, Inc.		

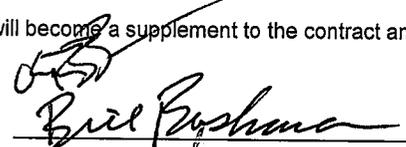
You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
1. F-6 Fixtures		\$5,046.13
2. Electrical Power Installation		\$21,481.90
3. Stainless Steel Counter Fronts		\$2,178.41
4. Grill Color Changes		\$369.50
5. Air Intakes		\$524.79
6. Cabinet Remodel		\$235.62
7. Electrical Change to Square "D"		\$2,142.00
8. Miscellaneous Electrical Changes		\$5,301.45
9. Temporary Locks		\$99.49
TOTALS :		\$37,379.29
NET CHANGE IN CONTRACT PRICE :		\$37,379.29

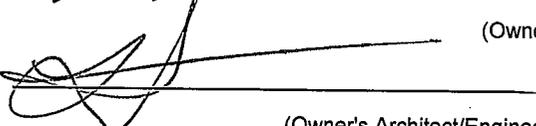
JUSTIFICATION: See Memo from Parks & Recreation

The amount of the contract will be increased by the sum of :	<u>Thirty-Seven Thousand Three Hundred Seventy-Nine Dollars</u> and 29/100 <span style="float: right;">\$37,379.29</span>
The contract total including this and previous change orders will be :	<u>One Million One Hundred Five Thousand Five Hundred</u> Twenty-Three Dollars and 29/100 <span style="float: right;">\$1,105,523.29</span>

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

Requested:   
(Owner)

Date: 6-8-12

Recommended:   
(Owner's Architect/Engineer)

Date: 6/4/12

Owner: \_\_\_\_\_

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

Kent Clark / Finance Director.

Justification of Change Orders Spanish Fork City Restrooms and Concessions  
2-22-12

1. F-6 Fixtures: The exterior wall lighting fixtures were specified to be simple wall packs. \$100.00 per fixture was originally budgeted. When the four 90-foot light poles were configured to add security lighting against the exterior of the buildings we no longer needed these wall packs to be used for security lighting. We upgraded to an ornamental fixture keeping with the style and scale of the structure.
2. Electrical Power Installation: We anticipate using this arena venue for concerts. An additional 400 amp service is required at the point of the stage to supply adequate power for stage lighting. Originally we were just going to run the conduit during construction and pull wire later. Tom Cooper changed our mind when he said the cost would be more to pull the wire later. We choose to do the work now.
3. Stainless Steel Counter Fronts (Tops): As a cost saving measure we changed the solid surface counter tops in the concessions to plastic laminate prior to the final contract. The counter tops extend beyond the service window to the outside. We developed a way for the portion that extends into the weather to be stainless steel and be protected from water damage.
4. Grill Color Changes: The air intake grills that supply makeup air for the restroom exhaust fans were understood to be white. We needed to have them bronze color keeping with the style of the structure. They had to be changed.
5. Air Intakes: The air intake grills mounted low on the exterior of the structure that are in contact with people or animals had to be changed from a flange type to an interior mount type to avoid damage and potential replacement.
6. Cabinet Remodel: Building "G" has a concession with a service window counter top. The counter and base cabinets return on the east wall about 18 inches. This was to accommodate a smaller than normal cooking grill we intended to purchase. We acquired several pieces of restaurant equipment at no charge including a 52" grill for that concession. We modified the cabinet return to accommodate the larger free grill.
7. Electrical Change to Square "D": The Spanish Fork City Electrical Department recommended we change the specifications to include only Square D equipment to cut down on duplication of stock inventory of several different brands. This will save money and time in future repairs at this facility.
8. Miscellaneous Electrical Changes: The mechanical engineering firm working for the architect overlooked the power supply lines to the water heaters and the wall heaters. The electrician noticed after the contractors bid approval. This charge is to add the conduit and electrical lines to supply power to this fixtures.
9. Temporary Locks: The decision was delayed as to which specific door hardware we decided to use. The order was placed late and the hardware did not show up in time to secure the buildings. The buildings had to be locked by temporary means for 2 weeks until the permanent hardware arrives.



## ***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 19, 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 – [June 5, 2012](#)

#### **3. NEW BUSINESS:**

- 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  
June 5, 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: Evan Barber, Mick Barber, Matt Barber, Cary Hanks, Paul Jensen, Rodger  
Olsen, Kevin Parker, Whitney Clift, Autumn Young, Audrey Penrod, Mr. Bradley.

**ADJOURN TO RDA MEETING**

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

Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 7:42 p.m.

**CONSENT ITEMS**

- a. Minutes of Spanish Fork City Redevelopment Agency Meeting – May 1, 2012

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

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

Councilman Davis made a **Motion** to move into Public Hearing.

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

**NEW BUSINESS**

**FY 2013 Redevelopment Agency Budget**

Kent Clark said nothing has changed since the tentative budget was presented. Tonight the  
public can make any comments or suggestions.

Mayor welcomed any public comment.

There was none.

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

Councilman Gordon **Seconded** and the motion **Passed** all in favor at 7:45 p.m.

**ADJOURN:**

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

Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:46 p.m.

ADOPTED:

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Angie Warner, Deputy Recorder