



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 July 17, 2012**.

AGENDA ITEMS:

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

- a. Pledge, led by invitation
- b. Youth Theater – My Fair Lady
- c. Swearing in of the Youth City Council
- d. Employee of the 1st Quarter

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.

- a. Agenda Request – Drew Cordova

3. COUNCIL COMMENTS:

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 26, 2012
- b. * Schroeder - Real Estate Purchase Agreement Ratification
- c. * Coombs Real Estate LLC - Real Estate Purchase Agreement Ratification
- d. * Schwartz Investments LLC – Real Estate Purchase Agreement Ratification
- e. * Swenson Properties LLC – Real Estate Purchase Agreement Ratification
- f. * UDOT Main Street Trails and Sidewalk Agreement
- g. * Electric System Model Contract
- h. * Mountainland Aging Contract – Senior Center FY 2013
- i. * Betts Property Exchange Agreement and Quit Claim Deed
- j. * Arena Change Order

5. PUBLIC HEARING:

- a. * Ordinance #09-12 Vacating 400 South Street at Approximately 800 East

6. NEW BUSINESS:

- a. * Mountainland Association of Governments - South County Presentation
- b. * Resolution #12-06 Adopting the Amendments to the Personnel Policy
- c. Extension of the preliminary plat approval for the Maple Mountain Subdivision – Chris Salisbury

7. WORK SESSION:

- a. Maple Mountain Subdivision

8. CLOSED SESSION:

- a. Land Purchase

ADJOURN:

* Supporting documentation is available on the City's website www.spanishfork.org

Notice is hereby given that:

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

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

Tentative Minutes
Spanish Fork City Council Meeting
June 26, 2012

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

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; Angie Warner, Deputy Recorder.

Citizens Present: Lewis Woolford, Diane Woolford, Amber Mendenhall, Mike Mendenhall, Carla Tuckett, Randy Tuckett, John Mendenhall, Howard Creer, Joyce Creer, Cary Hanks.

CALL TO ORDER, PLEDGE, RECOGNITION:

Mayor Pro Tem Leifson called the meeting to order at 6:00 p.m.

Councilman Dart led in the pledge of allegiance.

Councilman Davis introduced Fiesta Days Chairman's Lew and Diane Woolford.

Mr. Woolford introduced the Fiesta Days executive committee; Randy & Carla Tuckett, Mike & Amber Mendenhall. The theme this year is "Dream Big". The committee reviewed the events that will be going on and thanked the Council and the City.

Ms. Woolford introduced the 2012 Fiesta Days Grand Marshals, Howard and Joyce Creer.

Mr. Woolford reminded citizens that candy can be thrown at the parade by the walkers that are closer to the public.

PUBLIC COMMENTS:

John Mendenhall commented on the great job the public safety department does. Mr. Mendenhall gave an update on the fires that are going on. He is very concerned that the fires can start here too. Mr. Mendenhall recommended to City Council to restrict fire and fireworks this year and put up additional signage.

COUNCIL COMMENTS:

Mayor Pro Tem Leifson attended the power convention last week. The power rates are still going up due to the EPA trying to phase out the coal power plants.

CONSENT ITEMS:

- a. Minutes of Spanish Fork City Council Meeting – June 19, 2012
- b. Swenson Real Estate Purchase Agreement

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

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

49 **PUBLIC HEARING:**

50 **FY 2012 Budget Revision #2**

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

52 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 6:25 p.m.

53

54 Kent Clark presented the FY 2012 Budget Revision #2. Mr. Clark reviewed the final
55 amendments for this year's budget.

56

57 Mayor Pro Tem Leifson welcomed any public comment.

58

59 There was none.

60

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

62 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 6:33 p.m.

63

64 **NEW BUSINESS:**

65 **FY 2012 Budget Revision #2 Approval**

66 Staff recommends approval of the FY 2012 Budget Revision #2.

67

68 Councilman Dart made a **Motion** to **approve** the FY 2012 Budget Revision #2.

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

70

71 **Fireworks Restrictions**

72 Junior Baker said the current City Code has restriction areas for fires and fireworks. Mr. Baker
73 read from the code. Mr. Baker said the governor is asking cities to consider firework bans or
74 restrictions.

75

76 Councilman Davis agreed with Mr. Mendenhall to have more signage and put a commercial ad on
77 SF17, or the website.

78

79 Mayor Pro Tem Leifson agrees that the code is fine.

80

81 Council agrees to put some signs in areas that need them.

82

83 Mayor Pro Tem Leifson encouraged the citizens to please be careful.

84

85 Seth Perrins said our fire department has assisted at the Eagle Mountain and the Wood Hollow
86 fires. Mr. Perrins gave an update on the fires.

87

88 **ADJOURN:**

89 Councilman Dart made a **Motion** to **adjourn** to Closed Session to discuss property purchase.

90 Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:50 p.m.

91

92 **ADOPTED:**

93

94

Angie Warner, Deputy Recorder



MEMO

To: Mayor and Council
From: S. Junior Baker
Date: 10 July 2012
Re: Schroeder/Coombs/Swenson/Schwartz Property Purchase Agreements

On the City Council agenda for July 17, are four consent items for the purchase of the property located in the area where IHC is planning the hospital. These will connect to either Highway 51 or to 2700 North. These purchases were approved in closed sessions. The purchase prices, including closing costs are:

- Swenson \$37,750.00
- Schroeder \$139,207.21
- Coombs \$139,262.21
- Schwartz \$175,125

The closings took place on July 2nd and 10th and we now own the properties.

Since the purchases have already been approved in closed sessions, they have been placed on the consent agenda.



REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City ("City") and Steven Schroeder and Ryan Cooper (collectively, Schroeder), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. Schroeder owns a parcel of real property in Spanish Fork City, which City desires to obtain to construct a street, more particularly described as follows (the Property):

BEGINNING AT A POINT IN AN EXISTING FENCE, WHICH POINT LIES NORTH 89° 31' 22" EAST 1328.62 FEET ALONG THE SECTION LINE AND SOUTH 564.30 FEET FROM THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG EXISTING FENCES THE FOLLOWING (6) COURSES TO WIT: SOUTH 0° 34' 42" EAST 62.46 FEET; THENCE NORTH 89° 56' 28" EAST 607.55 FEET; THENCE NORTH 89° 46' 51" EAST 475.84 FEET; THENCE SOUTH 89° 51' 32" EAST 515.91 FEET; THENCE SOUTH 89° 17' 33" EAST 164.97 FEET; THENCE NORTH 34° 17' 43" EAST 75.58 FEET; THENCE NORTH 89° 58' 19" WEST 1807.46 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2.499 ACRES

2. City is desirous of purchasing the Property upon the terms and conditions set forth herein and recognizes and represents that the property is being purchased under the threat of condemnation and that this acquisition is an "involuntary conversion" as defined by Section 1033 of the Internal Revenue Code.
3. City will pay the sum of \$137,445.00 (\$55,000.00 per acre) for the Property. The full purchase price is due at closing. Each party shall be responsible for their own closing costs, except City shall pay for the owner's policy of title insurance referenced in paragraph 6.
4. The closing will take place on or before June 30, 2012. Possession shall be transferred at the time of closing.

5. The title to the property being conveyed shall be pursuant to a special warranty deed in the form attached hereto and shall be vested in the name of Spanish Fork City.
6. The parties agree to use Provo Abstract Company, Inc. to provide a commitment for standard coverage owner's title insurance in the amount of the purchase price. The policy shall insure that City shall be the fee simple owner of good and marketable title free and clear of all liens and encumbrances and subject to the standard exceptions as shown on the title policy. Each party shall have three (3) days after receipt of the commitment of title insurance and all relevant documents to notify the other in writing of any objections to the title. If no objection is made, all items shall be deemed permitted. If any exceptions to title are made, the other party shall have until closing to cure such exception. If exceptions are unable to be cured, the party so excepting may choose to void this agreement or to proceed with the exceptions. If voided, all obligations of the parties shall cease and this agreement shall be void without further recourse to the parties hereto.
7. City has heretofore investigated the property and determined that it is suitable for its purposes. City therefore accepts the property "as is."
8. Schroeder warrants and represents as follows:
 - A. That no person or entity claiming under, by, or through Schroeder has any option or contract to purchase any or all of the property to be sold or any interest therein.
 - B. The property will be free and clear of any mechanics liens resulting from work performed on or with respect to the property prior to such conveyance.
 - C. Schroeder has not received written notice from any governmental body claiming any current violations of any hazardous material law, or requiring compliance

with hazardous material law, or demanding payment or contribution for environmental damage or injury to natural resources. For this purpose, hazardous material law means any State or Federal statute applicable to the property relating to the installation, use, storage, release, generation, discharge, disposal, treatment, handling, or transportation of hazardous materials.

- D. Schroeder, nor to their knowledge any previous owner, tenant, or occupant of the property, has engaged in or permitted operations or activities upon or allowed any use or occupancy of the property for the purpose or in any way involving the handling, manufacturing, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any hazardous materials, except for agricultural fertilization.
- E. In the event, at any time prior to closing, that any party learns that any of the aforesaid representations and warranties are no longer valid, such party shall immediately notify the other in writing. The party so notified shall then have the option to proceed with this agreement subject to the changed conditions, or to void this agreement and have no further obligation to the other party.
9. Schroeder and City represent and warrant that neither has entered into any agreements with any brokers, agents, or finders, nor obligated itself to pay a commission or fee in connection with the transaction contemplated by this Agreement. Based on such, each party indemnifies and holds harmless the other party from any claim for a commission or fee related to this transaction.
10. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superceded hereby. This agreement may only be amended by a written agreement entered into between the parties.

11. Time is of the essence of this agreement. In case either party fails to perform the requirements of this agreement, at the time performance is required, the other party may, at its election, terminate the agreement.
12. The obligations of the parties to this agreement shall survive the closing and shall not be merged into or become a part of any of the documents executed and delivered at closing.
13. If any action, suit, or proceeding is brought by a party with respect to a matter governed by this agreement, all costs and expenses of the prevailing party in such action, suit, or proceeding, including reasonable attorneys fees, shall be paid by the non-prevailing party.
14. All risk of loss or damage to the property shall be borne by the seller until possession exchanges.

DATED this ____ day of June, 2012.

SPANISH FORK CITY by:


G. WAYNE ANDERSEN, Mayor



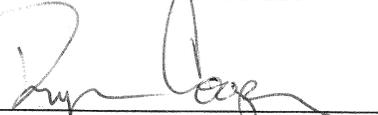
Attest:



KENT R. CLARK, Recorder



STEVEN SCHROEDER



RYAN COOPER

REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City) and Coombs Real Estate, LC (Coombs), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. Coombs owns a parcel of real property in Spanish Fork City, which City desires to obtain to construct a street, more particularly described as follows (the Property):

Beginning at a point in an existing fence, which point lies North 89° 31' 22" East 1328.02 feet along the Section Line and South 504.72 feet from the Northwest Corner of Section 17, Township 8 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 0° 34' 42" East 59.58 feet along an existing fence; thence South 89° 58' 19" East 1807.46 feet; thence North 34° 17' 43" East 72.09 feet; thence North 89° 58' 19" West 1848.68 feet to the point of beginning.

Containing 2.5 acres

2. City is desirous of purchasing the Property upon the terms and conditions set forth herein and recognizes and represents that the property is being purchased under the threat of condemnation and that this acquisition is an "involuntary conversion" as defined by Section 1033 of the Internal Revenue Code.
3. City will pay the sum of \$137,500.00 (\$55,000.00 per acre) for the Property. The full purchase price is due at closing. Each party shall be responsible for their own closing costs, except City shall pay for the owner's policy of title insurance referenced in paragraph 6.
4. The closing will take place on or before July 10, 2012. Possession shall be transferred at the time of closing.
5. The title to the property being conveyed shall be pursuant to a warranty deed and shall be

vested in the name of Spanish Fork City.

6. The parties agree to use Provo Abstract Company to provide a commitment for standard coverage title insurance in the amount of the purchase price. The policy shall insure that City shall be the fee simple owner of good and marketable title free and clear of all liens and encumbrances and subject to the standard exceptions as shown on the title policy. Each party shall have three (3) days after receipt of the commitment of title insurance and all relevant documents to notify the other in writing of any objections to the title. If no objection is made, all items shall be deemed permitted. If any exceptions to title are made, the other party shall have until closing to cure such exception. If exceptions are unable to be cured, the party so excepting may choose to void this agreement or to proceed with the exceptions. If voided, all obligations of the parties shall cease and this agreement shall be void without further recourse to the parties hereto.
7. City has heretofore investigated the property and determined that it is suitable for its purposes. City therefore accepts the property "as is."
8. Coombs warrants and represents as follows:
 - A. That no person or entity claiming under, by, or through Coombs has any option or contract to purchase any or all of the property to be sold or any interest therein.
 - B. The property will be free and clear of any mechanics liens resulting from work performed on or with respect to the property prior to such conveyance.
 - C. Coombs has not received written notice from any governmental body claiming any current violations of any hazardous material law, or requiring compliance with hazardous material law, or demanding payment or contribution for

environmental damage or injury to natural resources. For this purpose, hazardous material law means any State or Federal statute applicable to the property relating to the installation, use, storage, release, generation, discharge, disposal, treatment, handling, or transportation of hazardous materials.

- D. Coombs, nor to its knowledge any previous owner, tenant, or occupant of the property, has engaged in or permitted operations or activities upon or allowed any use or occupancy of the property for the purpose or in any way involving the handling, manufacturing, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any hazardous materials, except for agricultural fertilization.
 - E. In the event, at any time prior to closing, that any party learns that any of the aforesaid representations and warranties are no longer valid, such party shall immediately notify the other in writing. The party so notified shall then have the option to proceed with this agreement subject to the changed conditions, or to void this agreement and have no further obligation to the other party.
9. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superceded hereby. This agreement may only be amended by a written agreement entered into between the parties.
10. Time is of the essence of this agreement. In case either party fails to perform the requirements of this agreement, at the time performance is required, the other party may, at its election, terminate the agreement.
11. The obligations of the parties to this agreement shall survive the closing and shall not be

- merged into or become a part of any of the documents executed and delivered at closing.
12. If any action, suit, or proceeding is brought by a party with respect to a matter governed by this agreement, all costs and expenses of the prevailing party in such action, suit, or proceeding, including reasonable attorneys fees, shall be paid by the non-prevailing party.
13. All risk of loss or damage to the property shall be borne by the seller until possession exchanges.

DATED this 2 day of June, 2012.



SPANISH FORK CITY by:


G. WAYNE ANDERSEN, Mayor



KENT R. CLARK, Recorder

COOMBS REAL ESTATE, LC by:


ROBERT COOMBS, Manager

REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City) and Schwartz Investments, LLC (Schwartz), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. Schwartz owns a parcel of real property in Spanish Fork City, a portion of which City desires to obtain to construct a street, more particularly described as follows (collectively, the Property):

A portion of that real property described in Deed Entry No. 134911:2008 in the official records of Utah County, located in the Northeast Quarter of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian, described as follows:

Beginning at a point on the south line of said real property located $N0^{\circ}17'38''W$ along the Section Line 141.17 feet and West 289.45 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 $N87^{\circ}30'00''W$ 44.08 feet; thence $N1^{\circ}00'00''W$ 32.57 feet; thence along the arc of a 1,488.00 foot radius curve to the right 285.53 feet through a central angle of $10^{\circ}59'40''$ (chord: $N4^{\circ}29'50''E$ 285.09 feet); thence along the arc of a 800.00 foot radius curve to the left 154.96 feet through a central angle of $11^{\circ}05'55''$ (chord: $N4^{\circ}26'42''E$ 154.72 feet); thence $N1^{\circ}06'15''W$ 141.13 feet; thence along the arc of a 353.00 foot radius curve to the left 273.25 feet through a central angle of $44^{\circ}21'05''$ (chord: $N23^{\circ}16'47''W$ 266.48 feet); thence $N45^{\circ}27'20''W$ 59.21 feet to the southerly right-of-way line of the railroad; thence $N44^{\circ}32'40''E$ along said right-of-way line 44.00 feet; thence $S45^{\circ}27'20''E$ 59.21 feet; thence along the arc of a 397.00 foot radius curve to the right 307.31 feet through a central angle of $44^{\circ}21'05''$ (chord: $S23^{\circ}16'47''E$ 299.69 feet); thence $S1^{\circ}06'15''E$ 141.13 feet; thence along the arc of a 844.00 foot radius curve to the right 163.49 feet through a central angle of $11^{\circ}05'55''$ (chord: $S4^{\circ}26'42''W$ 163.23 feet); thence along the arc of a 1,444.00 foot radius curve to the left 277.09 feet through a central angle of $10^{\circ}59'40''$ (chord: $S4^{\circ}29'50''W$ 276.66 feet); thence $S1^{\circ}00'00''E$ 35.26 feet to the point of beginning.

Contains: ± 0.97 Acres

ALSO INCLUDING THE FOLLOWING:

Beginning at a point on the north right-of-way line of the railroad, located N0°17'38"W along the Section Line 1,119.24 feet and West 461.11 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°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 S44°32'40"W along said right-of-way 44.00 feet; thence N45°27'20"W 30.02 feet; thence along the arc of a 422.00 foot radius curve to the right 840.18 feet through a central angle of 114°04'24" (chord: N11°34'52"E 708.13 feet); thence along the arc of a 460.00 foot radius curve to the left 550.90 feet through a central angle of 68°37'04" (chord: N34°18'32"E 518.56 feet); thence North 433.19 feet to the south line of 1600 South Street; thence East along said south line 44.00 feet; thence South 433.19 feet; thence along the arc of a 504.00 foot radius curve to the right 603.59 feet through a central angle of 68°37'04" (chord: S34°18'32"W 568.16 feet); thence along the arc of a 378.00 foot radius curve to the left 752.58 feet through a central angle of 114°04'24" (chord: S11°34'52"W 634.30 feet); thence S45°27'20"E 30.02 feet to the point of beginning.

Contains: ±1.86 Acres

2. City is desirous of purchasing the Property upon the terms and conditions set forth herein.
3. City will pay the sum of \$176,875.00 for the Property. The full purchase price is due at closing. Each party shall be responsible for their own closing costs, except the parties will evenly split the cost of the roll back taxes.
4. The City will also meet the following obligations:
 - a. Make sure all fields adjacent to the road are irrigable when the construction is completed.
 - b. Ensure that construction does not interrupt irrigating.
 - c. Fence the entire right of way to ensure that livestock cannot escape.
 - d. Fencing shall be done prior to the commencement of construction.
 - e. No part of the existing structures or cement corral will be demolished or damaged.

- f. Any excess fill from the excavation of the street will be placed on adjacent property owned by Schwartz, as designated by Schwartz.
5. The closing will take place on or before July 31, 2012. Schwartz may maintain possession and continue to farm the property until City is ready to construct the street. City will give Schwartz 60 days notice prior to the commencement of construction.
 6. The title to the property being conveyed shall be pursuant to a warranty deed and shall be vested in the name of Spanish Fork City.
 7. The parties agree to use Wasatch Land and Title Insurance Company to provide a commitment for standard coverage title insurance in the amount of the purchase price. The policy shall insure that City shall be the fee simple owner of good and marketable title free and clear of all liens and encumbrances and subject to the standard exceptions as shown on the title policy. Each party shall have three (3) days after receipt of the commitment of title insurance and all relevant documents to notify the other in writing of any objections to the title. If no objection is made, all items shall be deemed permitted. If any exceptions to title are made, the other party shall have until closing to cure such exception. If exceptions are unable to be cured, the party so excepting may choose to void this agreement or to proceed with the exceptions. If voided, all obligations of the parties shall cease and this agreement shall be void without further recourse to the parties hereto.
 8. City has heretofore investigated the property and determined that it is suitable for its purposes. City therefore accepts the property "as is."

9. Schwartz warrants and represents as follows:
- A. That no person or entity claiming under, by, or through Schwartz has any option or contract to purchase any or all of the property to be sold or any interest therein.
 - B. The property will be free and clear of any mechanics liens resulting from work performed on or with respect to the property prior to such conveyance.
 - C. Schwartz has not received written notice from any governmental body claiming any current violations of any hazardous material law, or requiring compliance with hazardous material law, or demanding payment or contribution for environmental damage or injury to natural resources. For this purpose, hazardous material law means any State or Federal statute applicable to the property relating to the installation, use, storage, release, generation, discharge, disposal, treatment, handling, or transportation of hazardous materials.
 - D. Schwartz, nor to its knowledge any previous owner, tenant, or occupant of the property, has engaged in or permitted operations or activities upon or allowed any use or occupancy of the property for the purpose or in any way involving the handling, manufacturing, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any hazardous materials, except for agricultural fertilization.

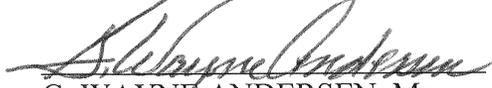
- E. In the event, at any time prior to closing, that any party learns that any of the aforesaid representations and warranties are no longer valid, such party shall immediately notify the other in writing. The party so notified shall then have the option to proceed with this agreement subject to the changed conditions, or to void this agreement and have no further obligation to the other party.
10. In the event the street alignment changes, City will deed back to Schwartz the property identified herein, for the same consideration set forth herein. The parties are free to negotiate the consideration in the form of other property owned by Schwartz, if needed.
11. In the event construction on the anticipated street is not commenced by the end of 2014, Schwartz has the option to purchase the property at the same price set forth herein.
12. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superceded hereby. This agreement may only be amended by a written agreement entered into between the parties.
13. Time is of the essence of this agreement. In case either party fails to perform the requirements of this agreement, at the time performance is required, the other party may, at its election, terminate the agreement.
14. The obligations of the parties to this agreement shall survive the closing and shall not be merged into or become a part of any of the documents executed and delivered at closing.

15. If any action, suit, or proceeding is brought by a party with respect to a matter governed by this agreement, all costs and expenses of the prevailing party in such action, suit, or proceeding, including reasonable attorneys fees, shall be paid by the non-prevailing party.
16. All risk of loss or damage to the property shall be borne by the seller until possession exchanges.

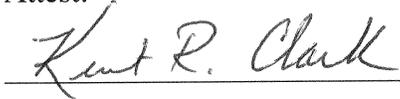


DATED this ____ day of June, 2012.

SPANISH FORK CITY by:


G. WAYNE ANDERSEN, Mayor

Attest:



KENT R. CLARK, Recorder

SCHWARTZ INVESTMENTS, LLC by:


LOA JEAN SCHWARTZ, Manager

REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City) and Swenson Properties, L.L.C. (Swenson), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. Swenson owns a parcel of real property in Spanish Fork City, a portion of which City desires to obtain to construct a street, more particularly described as follows (collectively, the Property):

Beginning at a point on the north line of that real property described in Deed Entry No. 83544:2009 located S0°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°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 S82°12'55"W 44.31 feet; thence N1°00'00"W 430.36 feet; thence S87°30'00"E 44.08 feet; thence S1°00'00"E 422.43 feet to the point of beginning.
Contains: ±0.43 Acres

2. City is desirous of purchasing the Property upon the terms and conditions set forth herein.
3. City will pay the sum of \$37,625.00 for the Property. The full purchase price is due at closing. Each party shall be responsible for their own closing costs.
4. The City will also meet the following obligations:
 - a. Make sure all fields adjacent to the road are irrigable when the construction is completed.
 - b. Ensure that construction does not interrupt irrigating.
 - c. Fence the entire right of way to ensure that livestock cannot escape.

- d. Fencing shall be done prior to the commencement of construction.
5. The closing will take place on or before July 31, 2012. Possession shall be transferred at the time of closing.
6. The title to the property being conveyed shall be pursuant to a warranty deed and shall be vested in the name of Spanish Fork City.
7. The parties agree to use Wasatch Land and Title Insurance Company to provide a commitment for standard coverage title insurance in the amount of the purchase price. The policy shall insure that City shall be the fee simple owner of good and marketable title free and clear of all liens and encumbrances and subject to the standard exceptions as shown on the title policy. Each party shall have three (3) days after receipt of the commitment of title insurance and all relevant documents to notify the other in writing of any objections to the title. If no objection is made, all items shall be deemed permitted. If any exceptions to title are made, the other party shall have until closing to cure such exception. If exceptions are unable to be cured, the party so excepting may choose to void this agreement or to proceed with the exceptions. If voided, all obligations of the parties shall cease and this agreement shall be void without further recourse to the parties hereto.
8. City has heretofore investigated the property and determined that it is suitable for its purposes. City therefore accepts the property "as is."
9. Swenson warrants and represents as follows:
 - A. That no person or entity claiming under, by, or through Swenson has

any option or contract to purchase any or all of the property to be sold or any interest therein.

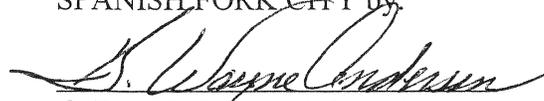
- B. The property will be free and clear of any mechanics liens resulting from work performed on or with respect to the property prior to such conveyance.
- C. Swenson has not received written notice from any governmental body claiming any current violations of any hazardous material law, or requiring compliance with hazardous material law, or demanding payment or contribution for environmental damage or injury to natural resources. For this purpose, hazardous material law means any State or Federal statute applicable to the property relating to the installation, use, storage, release, generation, discharge, disposal, treatment, handling, or transportation of hazardous materials.
- D. Swenson, nor to its knowledge any previous owner, tenant, or occupant of the property, has engaged in or permitted operations or activities upon or allowed any use or occupancy of the property for the purpose or in any way involving the handling, manufacturing, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any hazardous materials, except for agricultural fertilization.
- E. In the event, at any time prior to closing, that any party learns that any of the aforesaid representations and warranties are no longer valid, such party shall immediately notify the other in writing. The

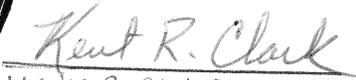
party so notified shall then have the option to proceed with this agreement subject to the changed conditions, or to void this agreement and have no further obligation to the other party.

10. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superceded hereby. This agreement may only be amended by a written agreement entered into between the parties.
11. Time is of the essence of this agreement. In case either party fails to perform the requirements of this agreement, at the time performance is required, the other party may, at its election, terminate the agreement.
12. The obligations of the parties to this agreement shall survive the closing and shall not be merged into or become a part of any of the documents executed and delivered at closing.
13. If any action, suit, or proceeding is brought by a party with respect to a matter governed by this agreement, all costs and expenses of the prevailing party in such action, suit, or proceeding, including reasonable attorneys fees, shall be paid by the non-prevailing party.
14. All risk of loss or damage to the property shall be borne by the seller until possession exchanges.

DATED this 2 day of July, 2012.

SPANISH FORK CITY by:


G. WAYNE ANDERSEN, Mayor


KENT R. CLARK
City Recorder



Attest:

KENT R. CLARK, Recorder

SWENSON PROPERTIES, L.L.C. by:



MARY CAROL SWENSON, Member



Memo

To: Mayor & City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: July 10, 2012
Re: Spanish Fork City Bicycle/Pedestrian Trail Maintenance Agreement

Staff Report

UDOT has constructed several pedestrian ways at 2700 North and Main Street as part of the I-15 CORE project. Typically UDOT owns and maintains from the back of curb to back of curb and the municipalities maintain behind the curb including the sidewalks and trails. This formalizes that in regards to newly constructed pedestrian ways.

There is one exception and that is the pedestrian way across the bridge at 2700 North. Where this is a part of the bridge structure UDOT will own and maintain it. We recommend that the City Council approve this agreement for the city to own and maintain the new pedestrian ways constructed with the I-15 CORE project.

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
BICYCLE/PEDESTRIAN TRAIL
MAINTENANCE AGREEMENT**

SPANISH FORK CITY BICYCLE/PEDESTRIAN TRAIL MAINTENANCE 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 Municipal Corporation of the State of Utah, hereinafter referred to as "City".

WITNESSETH:

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

WHEREAS, as part of its Project activities and expenses, UDOT has constructed a trail along 2700 North and along Main Street in Spanish Fork Utah (Trails) as shown in the attached Exhibit A and B respectively; and

WHEREAS, in conformance with UDOT Policy UDOT 08A2-06, the City agrees to maintain the Trail in accordance with the terms and conditions contained herein.

THIS AGREEMENT is made to set out the terms and conditions whereunder said maintenance will be performed.

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

1. Upon notification of completion of the Trails, City agrees to maintain the Trails, referenced to in exhibits as "10ft Multi-Use Path", into perpetuity at no further cost to UDOT. The Trail located at 2700 North is shown in Exhibit A and the Trail located at Spanish Fork Main Street is shown in Exhibit B attached hereto.
 - a. Trail Maintenance obligation include, but are not limited to, the following items: pavement maintenance, pavement markings, drainage facilities, trail signs, lighting, fencing, gates, bollards, trail amenities, landscaping, weed control, sweeping, snow removal, trash removal, etc.

2. UDOT will own, operate, and maintain the Bicycle/Pedestrian Trail at the 2700 North bridge structure, shown as "UDOT Maintained Bicycle/Pedestrian Structure" in Exhibit A.
 3.
 - a. Bicycle/Pedestrian Structure maintenance obligation include, but are not limited to, the following items: structural inspection and repair, parapets, fencing on structures, right-of-way fencing, closing the trail in case of high water, graffiti removal, and aesthetic repairs for damage to cast in place murals.
 4. UDOT reserves the right to reconstruct and/or reconfigure Trail(s) on UDOT Rights-of-Way if deemed necessary. This may include roadway widening or other activities that would eliminate or modify the improvements from the UDOT Rights-of-Way.
 5. This Agreement sets forth the entire understanding, intent, and agreement of the parties hereto with respect to the subject matter contained herein and there are no other representations or warranties either written or oral, which shall be binding on the parties hereto, except those contained herein. Any modifications of this Agreement must be in writing and signed by both parties.
 6. City agrees to hold harmless and indemnify UDOT, its officers, employees and agents ("Indemnitees") from and against all claims, suits, and costs including attorneys' fees for injury or damages of any kind, arising out of City's negligent acts, errors or omissions in the performance of this contract, and from and against all claims, suits and costs including attorney's fees for injury or damage of any kind, arising out of Indemnitees failure to inspect, discover, correct or otherwise address any defect, dangerous condition or other condition created by or resulting from City negligent acts, errors or omissions in the performance by City or its subs at any tier within the scope of responsibilities of City under this contract. Both parties are governmental entities pursuant to the Governmental Immunity Act. The provisions of this paragraph are not intended to create any additional rights to third parties or a waiver of the protections of the Governmental Immunity Act. This indemnification shall survive the expiration or termination of this 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 BICYCLE/PEDESTRIAN TRAIL MAINTENANCE AGREEMENT**

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.

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

Title: _____

Date: _____

.....

Recommended for approval:

Utah Department of Transportation

Title: Engineering Director

Title: Project Director

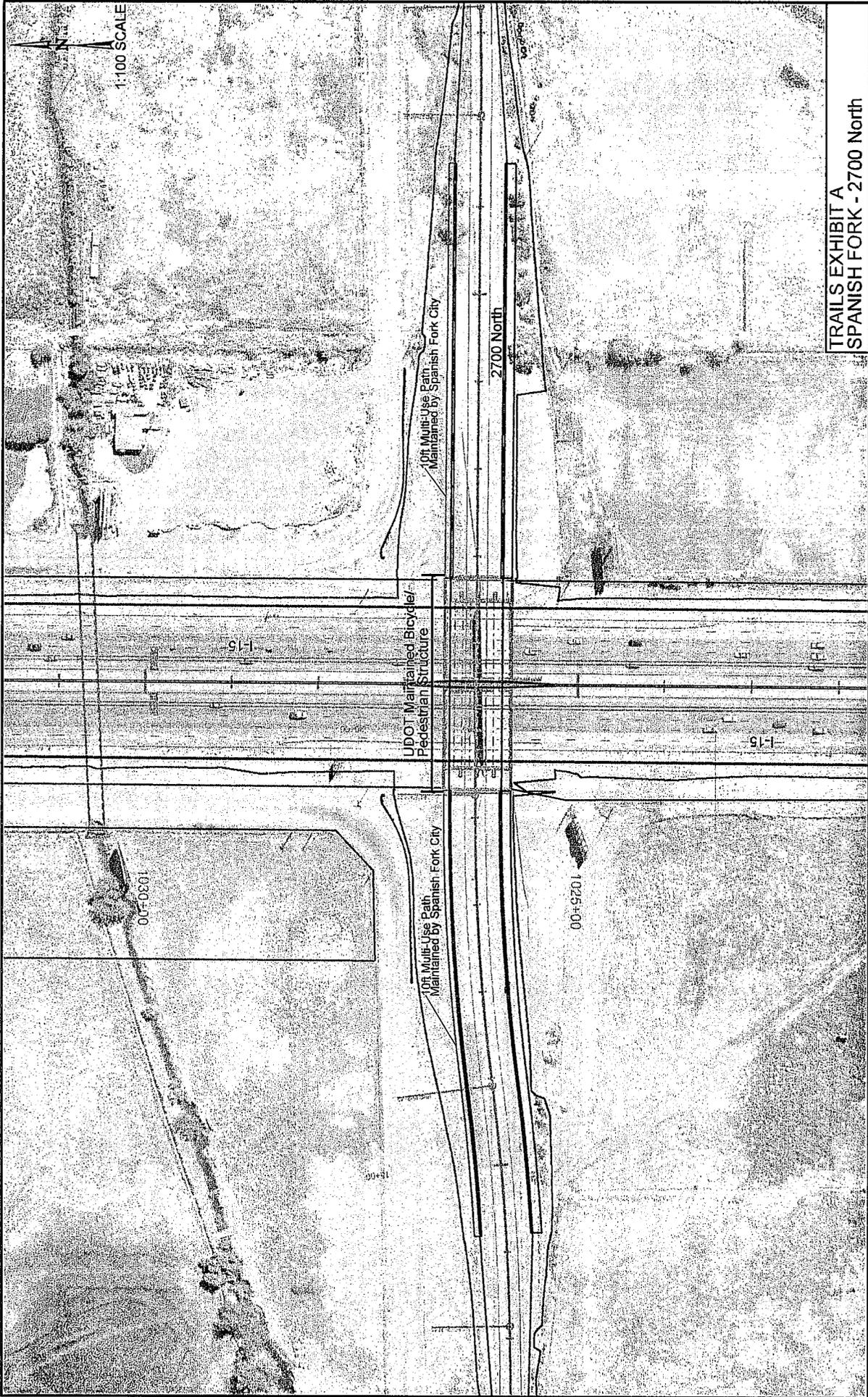
Date: _____

Date: _____

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

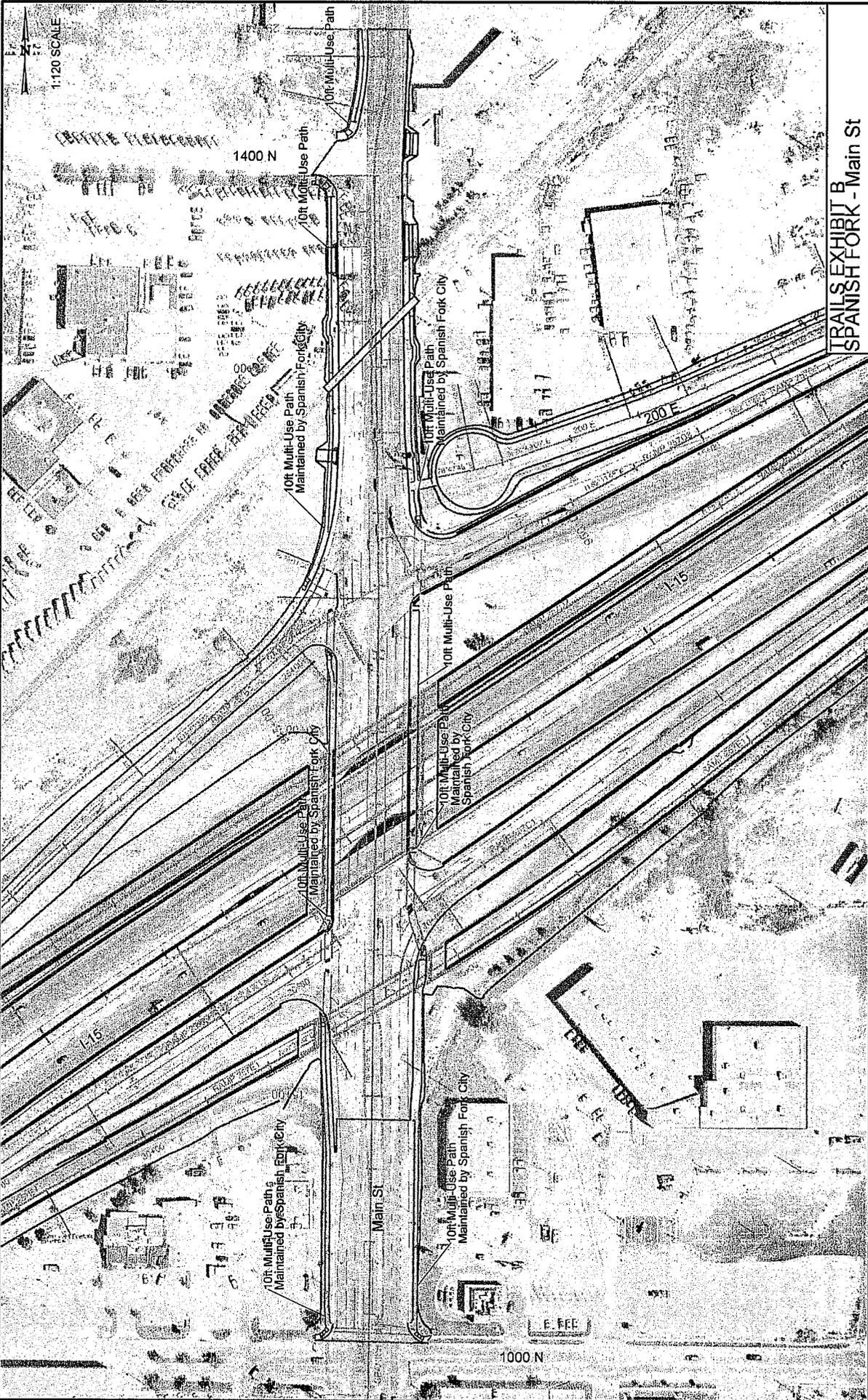
UDOT Comptroller Office Contract Administrator

Date: _____



TRAILS EXHIBIT A
SPANISH FORK - 2700 North

EXHIBIT A



TRAILS EXHIBIT B
SPANISH FORK - Main St

EXHIBIT B



Memo

To: Mayor & City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: July 10, 2012
Re: Spanish Fork Electric System Modeling Contract

Staff Report

The city sent out a request for proposals to model our citywide electrical system. Attached is the tabulation of the all the proposals received. The city staff called a committee of the public works director, electric superintendent and Councilman Leifson to review the proposals. This committee evaluated each proposal for quality, cost and experience. We found that although the lowest cost proposal had good references and experience in the mining industry they lacked enough experience with municipal systems.

The committee, therefore, recommends that Intermountain Consumer Professional Engineers (ICPE) be awarded the contract to model the electric system. ICPE has had vast experience with municipal systems throughout the state and with Spanish Fork City. They were the second low bid.

We recommend that the City Council award the contract with ICPE to model the Spanish Fork electric system. This will require the city adjust the budget of \$35,000 to \$40,510 to complete the project.

Attached: tabulation



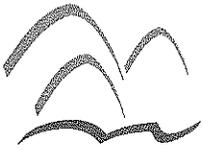


SPANISH FORK ELECTRICAL MODEL

Bidders List & Cost Break Down

COMPANY	CONTACT NAME	MUNICIPAL EXPERIENCE	COST
Bruno	Arthur Bruno	Limited	\$34,787.00
Intermountain Consumer Professional Engineers	Craig Michaelis	Good	\$40,510.00
XL Engineering	Mark Owens	Good	\$59,915.00
Walsh Engineering	Barbara Miller	Limited	\$74,934.00
Comlink Land Services	Ed Yoshinaga	Good	\$108,940.00
Siemens Power Technologies International	Nelson Bacalao	Good	\$286,600.00





M O U N T A I N L A N D

ASSOCIATION OF GOVERNMENTS

Serving Summit, Utah and Wasatch Cities & Counties

AGING & FAMILY SERVICES DEPARTMENT

1. **CONTRACTING PARTIES:** This contract is between Mountainland Association of Governments, 586 East 800 North, Orem, Utah 84097, referred to as MAG, and Spanish Fork City Corporation, 40 South Main, Spanish Fork, Utah 84660, referred to as CONTRACTOR.
2. **PURPOSE AND SCOPE OF CONTRACT:** To provide access and nutrition services to individuals who are 60 years of age and older (including spouses of any age of such individuals) as described in Part II.
3. **CONTRACT PERIOD:** This Contract is effective as of July 1, 2012 and terminates on June 30, 2013, unless terminated sooner in accordance with the terms and conditions of this Contract.
4. **PART I:** General Provisions
5. **PART II:** Description of Services
6. **PART III:** Contract Costs, Billing, and Payment Information
7. **CONTRACTOR HAS NOT ALTERED THIS CONTRACT:** By signing this Contract, the Contractor represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Contract, and that this contract contains exactly the same provisions that appeared in this document and its attachments when MAG originally sent it to the Contractor.
8. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - A. All documents specified in this Contract and its attachments; MAG's Standard Operating Procedure;
 - B. All statutes, regulations, or governmental policies that apply to the Contractor or to the services performed under this contract, including any applicable laws relating to fair labor standards, the safety of the Contractor's employees and others, zoning, business permits, taxes, licenses, and incorporation or partnership. The Contractor acknowledges that it is responsible for familiarizing itself with these laws and procedures and complying with them.
9. **AUTHORITY OF PERSON SIGNING FOR THE CONTRACTOR:** The Contractor represents that the person who has signed this Contract on behalf of the Contractor has full legal authority to bind the Contractor and to execute this Contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR:

MAG:

Contractor Signature Date

Andrew K. Jackson Date
Executive Director

Type/Print Contractor's Name and Title

**APPROVED AS TO COMPLIANCE
WITH AREA PLAN:**

WITNESS:

Witness Signature Date

Scott McBeth Date
Director, Aging and Family Services Dept.

Employee or officer authorized by
contractor to sign reports and invoices (if
not already signatory above).

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

Signature Date
Please print or type name.

Heidi DeMarco Date
Budget and Contracts Manager

APPROVED AS TO FORM:

Robert J. Schumacher Date
Attorney at Law
Legal Counsel

PART I - GENERAL PROVISIONS

1. PROTECTION AGAINST LIABILITY- GOVERNMENTAL ENTITY

- A. **Contractor and the Utah Governmental Immunity Act:** Consistent with the terms of the Governmental Immunity Act (Title 63, Chapter 30 of the Utah Code), the Contractor and DHS/MAG are each responsible and liable for any wrongful or negligent acts which that party itself commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act. If the Contractor has a subcontractor, that subcontractor shall comply with the insurance and indemnification requirements of this Contract, unless the subcontractor is also a Utah governmental entity, in which case this paragraph (a) shall apply.
- B. **Indemnification:** Regardless of the type of insurance required by this section, the Contractor and (where applicable, the Subcontractor) shall provide the following indemnification:

Indemnification by the Contractor and Sub-contractor: The Contractor and DHS/MAG shall defend, hold harmless and indemnify each other and their respective employees, agents, volunteers and invitees from and against all claims resulting from their negligent or wrongful conduct under this Contract, but in no event shall the indemnification obligation of either party exceed the amount set forth in Section 63-30-34 of the Utah Governmental Immunity Act or any similar statute in effect when a judgment is entered. Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. This Contract shall not be construed with respect to third parties as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. If the Subcontractor is a governmental entity of the State of Utah, this paragraph shall apply.

The Contractor shall provide MAG with a copy of its liability insurance.

2. **WORKER'S COMPENSATION ACT:** The Contractor and its subcontractors shall comply with the Utah Workers' Compensation Act (Title 34A, Chapter 2 of the Utah Code) which requires employers to provide workers' compensation coverage for their employees. Contractor will provide MAG with a copy of the insurance and provide MAG with a copy of its sub-contractors' worker's compensation insurance.
3. **EMERGENCY MANAGEMENT AND BUSINESS CONTINUITY PLAN:** The Contractor shall use qualified personnel to perform all services in conformity with the requirements of this Contract and generally recognized standards. The Contractor represents that it has developed an emergency management and business continuity plan that allows the Contractor to continue to operate critical functions or processes during or following an emergency, and the Contractor acknowledges that DHS/MAG may rely upon this representation. The Contractor shall evaluate its emergency management and business continuity plan at least annually, and shall modify that plan as appropriate.
4. **COMPLIANCE WITH LICENSING STANDARDS AND OTHER LAWS:** The Contractor represents that it currently meets all applicable licensing standards and other requirements of federal and state law, and all applicable ordinances of the city or county in which services or care is provided. The Contractor shall continue to comply with all such applicable standards, requirements and ordinances during the term of this Contract, and if the Contractor fails to do so, MAG may terminate this Contract immediately.
5. **COMPLIANCE WITH DHS' PROVIDER CODE OF CONDUCT:** The Contractor shall follow and enforce DHS' Provider Code of Conduct. The DHS Provider Code of Conduct may be found at the following web site: <http://www.dhs.state.ut.us/policy.htm> (Select "Department Policy Manual"; then select "Section V -- Security/Risk Management/Liability"; then select "Provider Code of Conduct").

6. **RESTRICTIONS ON CONFLICTS OF INTEREST:** The purpose of this Section is to assure that the goods and services provided to MAG under this Contract afford MAG a commercially reasonable level of quality and cost. These provisions prohibit Contractors and anyone acting on their behalf from using their employment with the State of Utah or MAG or their relationship with others, including potential subcontractors, to enter into any transaction or arrangement that is improper or gives the appearance of being improper because of that person's State or MAG's employment or relationship with a third party.
7. **MONITORING AND REPORTING REQUIREMENT FOR CONFLICT OF INTEREST:**
 - A. Give MAG a Certificate of Compliance before entering into this Contract or a subcontract relating to this Contract.
 - B. Give MAG a Disclosure Form that identifies any existing and new conflicts of interest that relate to this Contract and are worth \$2,000 or more, and then obtain prior approval from MAG before entering into transactions or decisions involving these conflicts of interest.
8. **RECORD-KEEPING AND REPORTING REQUIREMENTS:** The Contractor shall retain all records related to this Contract in accordance with the rules and regulations of the Utah Government Records Access and Management Act ("GRAMA": Title 63, Chapter 2 of the Utah Code). In addition, the Contractor shall comply with all reporting requirements of this Contract. The Contractor shall maintain or shall supervise the maintenance of all records necessary for the proper and efficient operation of the programs covered by this Contract, including records relating to applications, determination of clients' eligibility (if applicable), the provision of services and administrative costs, and any other records, such as statistical and fiscal records, necessary for complying with the reporting and accountability requirements of this Contract.
9. **RETENTION AND DESTRUCTION OF RECORDS RELATED TO THIS CONTRACT:** The Contractor shall retain all records related to this Contract for at least the following periods of time:
 - A. **Protecting DHS/MAG's Continuing Access Rights to Contract-Related Records.** The Contractor acknowledges that DHS/MAG is entitled to have ready access to all records relating to this Contract, and the Contractor shall not do anything to limit or interfere with DHS/MAG's access rights, except as expressly provided by law. DHS/MAG and the Contractor acknowledge, however, that entities other than DHS/MAG may also have access rights to the records, especially if those entities provided part of the funding for the programs or services covered by this Contract.
 - B. **Permission for Early Destruction of Records.** The Contractor shall not destroy or relocate any records relating to this Contract or the services provided under this Contract for the six-year period defined in subsections (a) and (b) of this Paragraph ("Retention and Destruction of Records Related to This Contract"), unless the Contractor gives MAG thirty days' written notice and obtains MAG's prior written consent to the proposed destruction or relocation of the records. (As used in this Paragraph, the term "relocate" means to move the records to a site which is not either the site where the Contractor provides the services under this Contract or a site operated by the Contractor in the geographic area covered by this Contract.) As a condition of consenting to the Contractor's early destruction or relocation of the records, MAG may require the Contractor to provide MAG with photocopies of the records, and the Contractor shall pay for the costs of photocopying the records, or the Contractor shall deliver the originals to MAG at the Contractor's own expense.
 - C. **Method for Destruction of Client Records.** If the contractor maintains any client records under this Contract, and if this Contract or MAG retention schedule indicates that such client records are to be destroyed after a certain period of time, the Contractor shall shred or burn the records to protect client confidentiality. In the case of electronic records, the Contractor shall use a technique of destroying the records that adequately prevents unauthorized persons from reading or accessing the records. If the Contractor is unsure whether a particular technique will adequately destroy the electronic records, the Contractor shall consult with MAG and its technical specialists before using that technique.

10. **GENERAL ACCESS TO THE CONTRACTOR'S RECORDS:** The Contractor shall provide DHS/MAG with ready access to any records produced or received by the Contractor in connection with the services or programs provided under this Contract, unless such access is expressly prohibited by state or federal law. The Contractor acknowledges that some of its records, including this Contract, may be available to the public and to the Contractor's clients pursuant to GRAMA and other state and federal laws, including the federal "Protection and Advocacy for Individuals with Mental Illness Act," 42 U.S.C §§ 10801 *et seq.* Therefore, upon receiving a request for records or information from any individual or entity other than DHS/MAG, the Contractor shall immediately notify MAG about the request. Except as otherwise directed by DHS/MAG or authorized by this Paragraph (5), the Contractor's non-governmental subcontractors and any Contractor or governmental subcontractor that lacks expertise in responding to GRAMA requests shall consult with DHS/MAG before responding to a record request to determine the appropriate response under this Contract and federal and state laws, including GRAMA. In such circumstances, if the requested records come within the scope of GRAMA and if DHS/MAG so requests, the Contractor shall deliver copies of the requested records to DHS/MAG, and allow DHS/MAG to respond directly to the records-request.
11. **AUDITORS' AND MONITORS' ACCESS TO THE CONTRACTOR'S RECORDS:** Upon request, the Contractor shall allow independent, state and federal auditors or contract reviewers to have access to any records related to this Contract, including all financial records (such as accounting records and supporting documentation) for audit review and inspection.
12. **MONITORING OF CONTRACTOR'S PERFORMANCE:** MAG shall have the right to monitor the Contractor's performance of all services under this Contract. Monitoring of Contractor's performance shall be at the complete discretion of MAG, who will rely on the criteria set forth in this Contract. Performance monitoring may include both announced and unannounced visits.
13. **CONTRACT RENEGOTIATIONS OR MODIFICATIONS:** The parties may amend, modify or supplement this Contract only by a written amendment signed by the parties and approved by MAG. The amendment shall be attached to the original signed copy of this Contract. MAG shall not pay for any services provided by the Contractor unless such payments are specifically authorized by this Contract or an approved written amendment to this Contract.
14. **CONTRACT TERMINATION:**
 - A. **Right to Terminate Upon Thirty Days Notice.** Either party may terminate this Contract, with or without cause, in advance of the Contract's expiration date by giving the other party at least thirty (30) days written notice.
 - B. **Immediate Termination.** In addition, if the Contractor's violation of this Contract creates or is likely to create a risk of harm to the clients served under this Contract, or if any other provision of this Contract (including any provision in the attachments) allows MAG to terminate the Contract immediately for a violation of that provision, MAG may terminate this Contract immediately by notifying the Contractor in writing.
 - C. **Cooperative Efforts to Protect the Clients.** If either party elects to terminate this Contract, both parties will use their best efforts to provide for uninterrupted client services.
 - D. **Processing Payments and Records Access After Termination.** Upon termination of the Contract, the parties shall use the financial and accounting arrangements set forth in this Contract to process the accounts and payments for any services that the Contractor rendered before the termination. In addition, the Contractor shall comply with the provisions of this Contract relating to the Contractor's record-keeping responsibilities, and shall ensure that the Contractor's staff properly maintains all records (including financial records and any client treatment records).

- E. **Attorneys' Fees and Costs.** If either party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the action or failure to act of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.
- F. **Remedies for Contractor's Violation.** The Contractor acknowledges that if the Contractor violates the terms of this Contract, MAG is entitled to avail itself of all available legal, equitable and statutory remedies, including money damages, injunctive relief and debarment as allowed by state and federal law.
15. **GRIEVANCE PROCEDURES:** The Contractor shall have a grievance procedure in place and shall notify MAG of any grievance submitted to the Contractor by any participant of the program covered by this Contract.
16. **REVIEW OF CONTRACTOR'S REPORTS AND BILLS:** All billings and reports submitted by the Contractor will be reviewed by MAG at MAG's discretion.
17. **STANDARD OPERATING PROCEDURE:** Contractor agrees to comply with MAG's Department of Aging and Family Services Standard Operating Procedure.
18. **LOBBYING:** If you are required to disclose lobbying activities and/or expenditures under 31 UCS Section 1352, complete a Disclosure of Lobbying Activities form, available upon request from MAG.
19. **CHANGE IN SENIOR CENTER DIRECTOR:** Contractor shall notify MAG of the vacancy in the Center Director's position.
20. **CITING MAG IN ADVERTISING:** In all written and oral discussions or advertising for the programs covered by this contract (including all brochures, flyers, informational materials, interviews and talk shows), the CONTRACTOR shall acknowledge that MAG and the Department of Human Services provided for the programs.
21. **TRAINING:** The Center staff shall attend an annual training meeting if offered by MAG.

PART II: DESCRIPTION OF SERVICES AND ADDITIONAL CONDITIONS

1. **POPULATION TO BE SERVED:**

For Older Americans Act services: Individuals 60 years of age and older (including spouses of any age of such individuals) with social and/or economic need, targeting low income minorities.

2. **METHODS OF PROVISION:**

Services shall be provided as specified below. A unit of service is described hereafter for each service, and shall form the basis for payment and evaluation by MAG.

3. **SPECIFIC SERVICES:**

SERVICE CODE	SERVICE NAME	DESCRIPTION	UNIT OF SERVICE
SAO	Outreach/Client Finding	Intervention initiated by CONTRACTOR to identify clients and encourage the use of existing services and benefits. Only applicable to a first-time contact with a new client who has not previously used aging services or who has not used any services for an extended period of time. CONTRACTOR will place special emphasis on rural elderly with greatest economic or social need, with particular attention to low-income minority individuals, and older individuals with severe disabilities, informing such persons of the availability of service.	1 UNIT = 1 CONTACT
SAI	Information/ Assistance	Includes the provision of concrete information to a client about available public and voluntary services/resources and linkage to ensure the service will be delivered to the client. Includes contact with the provider. Does <u>not</u> include mass media contacts, newsletters or other similar contact.	1 UNIT = 1 CONTACT
CMM	Congregate Meals Site Management	All activities that are connected to the overall management of the meals site, including, but not limited to, supervision of kitchen staff, preparation of meal site, and the serving of meals.	1 UNIT = 1 DAY
CMM	Congregate Meals Meal Preparation	Providing one hot or other appropriate meal per day, which assures a minimum of one-third USRDA, in a congregate setting.	1 UNIT = 1 MEAL SERVED

4. **FOCAL POINT OBLIGATION:** The Contractor agrees, whenever it has been designated by MAG in the approved area plan as a focal point as defined by the Older Americans Act or pursuant to Federal rules, that it will perform all focal point tasks for its designated community required by MAG, with special emphasis on establishing linkages with, and coordinating in behalf of, the older residents of its community, all services available for such older persons.
5. **SPECIAL MEAL CONSIDERATIONS:** The Contractor agrees, whenever it is under contract to provide meal service to eligible older persons, that it will offer meals on the same basis as they are provided to elderly recipients, to individuals providing volunteer services during the meal hours and to individuals with disabilities who reside at home with and accompany older individuals who are eligible under the Older Americans Act.
6. **IMPOSITION OF FEES:** The CONTRACTOR will not impose any fees upon client given services under this contract except as authorized by MAG.
7. **COMPLIANCE WITH OLDER AMERICANS ACT:** CONTRACTOR will comply with all provisions of Public Law 89-73, Older Americans Act of 1965 with all amendments thereto that have been passed into law, and with responsibilities of service providers required by Public Law 100-175, Older Americans Act Amendments of 1987 and 1992, as specified hereafter, and shall:
 - (a) Provide the area agency, in a timely manner, with statistical and other information which the area agency requires in order to meet its planning coordination, evaluation and reporting requirements established by the State;
 - (b) Specify in the space immediately below how the provider intends to satisfy the service needs of older low income minority and older persons residing in rural areas:
By giving information and/or telephone numbers as needed. By providing hot healthy meals, entertainment and friendship. By providing rides to and from our center.
 - (c) Provide recipients with an opportunity to contribute to the cost of the service;
 - (d) With the consent of the older person, or his or her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger;
 - (e) Where feasible and appropriate make arrangements for the availability of services to older persons in weather related emergencies;
 - (f) Assist participants in taking advantage of benefits under other programs;
 - (g) Assure that all services funded hereunder are coordinated with other appropriate services in the community and that these services do not constitute an unnecessary duplication of services provided by other sources; and
 - (h) Comply with all policies, procedures and/or directives addressing service providers and subcontractors and specified within the current Standard Operating Procedures Manual of the MAG Department of Aging and Family Services, and any additions, revisions or deletions thereto as notified by MAG.

8. **OPPORTUNITY FOR CONTRIBUTION:** Contractor shall (a) Provide each older person with an opportunity to contribute voluntarily to the cost of the service; (b) Protect the privacy of each older person with respect to his or her contributions; (c) Establish appropriate procedures to safeguard and account for all contributions; (d) Use all supportive services contributions only to expand the services provided under this part; and (e) Use all nutrition services contributions only to expand services as provided under section 307(a)(13)(C)(ii) of the Older Americans Act; and (f) Comply with MAG policies relative to settling and handling of suggested contribution amounts. Contractor may not deny any older person a service because the older person will not or cannot contribute to the cost of the service.
9. **PRIORITY OF SERVICE:** Persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services under this contract.
10. THE SPOUSE of the older person regardless of age or condition may received a home-delivered meal if, according to criteria determined by MAG, receipt of the meal is in the best interest of the homebound older person.

PART III: CONTRACT COSTS, BILLING AND PAYMENT INFORMATION

1. **CONTRACTOR'S SPECIFICS:**

a. Billing name and address of the Contractor:

Spanish Fork City Corporation
40 South Main
Spanish Fork, UT 84660

b. Address/location where the services will be provided:

Spanish Fork Senior Center
167 West Center
Spanish Fork, UT 84660

2. **CONTRACT PAYMENT:** MAG agrees to reimburse the Contractor in accordance with following table, upon receipt of itemized billing for approved service activities given and supported by information contained on reimbursement forms supplied by MAG. The line item allocations for services under this Contract are specified in the following table:

SERVICE CATEGORY	UNITS	RATE	MAG	LOCAL MATCH	TOTAL	PROJECT INCOME
Information & Assistance	50	.75	\$37.50	\$25.13	\$62.63	
Project Management	13,200	.85	\$11,220.00	\$7,405.90	\$18,625.90	
Meals Site Preparation	13,200	1.78	\$23,496.00	\$15,507.36	\$39,003.36	\$18,300.00
TOTAL			\$34,753.50	\$22,938.39	\$57,691.89	\$18,300.00

If the Contractor experiences a shortfall in operating revenues due to a decline in the number of meals served, the Contractor may request a one-time adjustment to the reimbursement rates through contract amendment. MAG will consider such adjustment based on balance of contract and available revenues.

3. **METHOD AND SOURCE OF PAYMENTS TO THE CONTRACTOR:** To obtain payment for the services provided under this Contract, the Contractor shall submit to MAG, on a monthly basis, an itemized billing for its authorized services, together with supporting documentation. The Contractor shall bill MAG only for actual costs allowable under the federal and DHS cost principles referred to in Part IV ("Cost Accounting Principles and Financial Reports"), and the Contractor shall maintain records that adequately support the allowability of these costs.

4. **BILLING DEADLINES:** The Contractor shall submit all billings and claims for services rendered during a given billing period within TEN (10) days after the last date of that billing period. All final billings under a contract must be received within TEN (10) days of termination of the contract, regardless of the billing period. If the Contractor fails to meet these deadlines, MAG may deny payment for such delayed billings or claims for services.

MAG's Fiscal Year is from July 1 through June 30. The Contractor shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 10th of the following fiscal year, regardless of the termination date of the contract. MAG may delay or deny payment for services performed in a given fiscal year if it receives the Contractor's billing for those services later than July 10th of the following fiscal year.

5. **NON-FEDERAL MATCH:** For those contracts requiring a non-federal match, that match shall comply with the provisions of Title 45 of the Code of Federal Regulations, Part 74, Sub-part G.
6. **OVERPAYMENTS, AUDIT EXCEPTIONS AND DISALLOWANCES:** If an independent CPA audit or a fiscal review by DHS/MAG determines that MAG has over-paid the Contractor for services under this Contract because: (a) the Contractor's expenditures under this Contract are ineligible for reimbursement as they were not authorized by this Contract; or (b) the Contractor's expenditures are inadequately documented, the Contractor shall immediately refund such excess payments to MAG upon written request. Furthermore, MAG shall have the right to withhold any or all subsequent payments under this or other contracts with the Contractor until MAG fully recoups any overpayments made to the Contractor.
7. **PAYMENT WITHHOLDING:** MAG may withhold funds from the Contractor for contract non-compliance, failure to comply with MAG directives regarding the use of public funds, misuse of public funds or monies, or failure to comply with state and federal law or policy in the Contractor's subcontracts with private providers. If an audit finding or judicial determination is made that the Contractor or its subcontractor misused public funds, MAG may also withhold funds otherwise allocated to the Contractor to cover the costs of any audits, attorney's fees and other expenses associated with reviewing the Contractor's or the subcontractor's expenditure of public funds. MAG shall give the Contractor prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding and the actions that the Contractor must take to bring about the release of any amounts withheld.



Memo

To: Mayor & City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: July 10, 2012
Re: Betts Property Exchange Agreement and Quit Claim Deed

Staff Report

Our parks and recreation department has been working with the Betts to make an agreement for them to maintain a nuisance strip of property that was created when the city constructed the Spanish Fork River Levee. This strip of property would be maintained by the Betts in return for the city deeding it to them.

We recommend that that the City Council approve this property exchange agreement and quit claim deed with the Betts deeding over the described nuisance strip.

Attached: [REDACTED] quit claim deed



When recorded, return to:
SPANISH FORK CITY
40 SOUTH MAIN
SPANISH FORK, UT 84660

Send Tax Notice to:
ELIZABETH AND SCOTT BETTS
1341 WEST 520 SOUTH
SPANISH FORK, UT 84660

QUIT CLAIM DEED

The Grantor, SPANISH FORK CITY, a Municipal Corporation of the State of Utah, hereby QUIT CLAIMS to ELIZABETH BETTS and SCOTT BETTS, as Joint Tenants, Grantees, for the sum of TEN DOLLARS and other good and valuable consideration, their interest in the following described tract of land in Utah County, State of Utah, to-wit:

SEE ATTACHED EXHIBIT "A"

IN WITNESS WHEREOF, Grantor's have set their hands this _____ day of _____, 2012

SPANISH FORK CITY By:

G. WAYNE ANDERSEN, Mayor

ATTEST:

KENT R. CLARK, Recorder

STATE OF UTAH)
 : SS.
COUNTY OF UTAH)

On the _____ day of _____, 2012 personally appeared before me, G. WAYNE ANDERSEN, personally known to me to be the MAYOR of SPANISH FORK CITY, a Municipal Corporation, who duly acknowledged to me that he signed the foregoing instrument as the MAYOR of SPANISH FORK CITY, and on oath stated that he was authorized to execute said instrument on behalf of said CORPORATION and that said CORPORATION executed the same.

NOTARY PUBLIC

EXHIBIT "A"

BEGINNING AT THE NORTHWEST CORNER OF LOT 601, PLAT "H", SPANISH FIELDS WEST SUBDIVISION WHICH IS LOCATED S01°09'03"W 1695.12 FEET ALONG THE SECTION LINE AND WEST 1007.06 FEET FROM THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 47.91 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE N48°26'49"W 75.00 FEET; THENCE NORTH 12.31 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 520 SOUTH; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF 520 SOUTH FOLLOWING THE ARC OF A 130.00 FOOT RADIUS CURVE TO THE LEFT 58.37 FEET (CHORD BEARS: S75°51'15"E 57.88 FEET) TO THE POINT OF BEGINNING.

CONTAINING: 1563.83 SQ. FT. OR 0.036 ACRES

SPANISH FORK CITY
SFC-BETTS
PROPERTY EXCHANGE
EXHIBIT A



1 Inch = 20 Feet

Legend

-  Levee
-  PUE
-  Property Exchange
-  County Parcels

Print date:
7/9/2012



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Staff Report to City Council

Agenda Date:	July 17, 2012
Staff Contacts:	Dale Robinson, Steven Money, Lua Saluone
Subject:	Arena Change Orders for Priefert

Background Discussion:

We have two change orders from Priefert. After the initial order of bucking chutes, rough stock pens and timed event pens it was decided that we needed additional pens and some protective panels. Now that some of the rodeo patrons will have to go behind the rough stock corrals to get to their seats we felt like we needed some panels that were solid to keep little rodeo fans from playing with the animals. It was also recommended that we get arena panels with a solid bottom in order to keep the dirt from constantly pushing out of the arena when it is worked. After assembling the corrals we also discovered that we needed additional gates and panels sizes to make the configuration work. The total cost of the two change orders is \$37,769.35. I have included in the attachments the change order request.

Budgetary Impact:

The increase of these change orders was included in the new budget amount for the arena that was approved on June 26 as part of the FY12 Budget Revision 2.

Recommendation:

Staff recommends approval of the change orders.

Attachments:

Copy of Change Orders

Spanish Fork City

Contract Change Order

Change Order Number: 1

Contract for	Spanish Fork City Fairgrounds Arena Fencing - 2012	Date	7/2/2012
Owner	Spanish Fork City		
To	Priefert		

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 Product and Materials		\$33,769.35
TOTALS :	\$-	\$33,769.35
NET CHANGE IN CONTRACT PRICE :		\$33,769.35

JUSTIFICATION
See Memo

The amount of the contract will be increased by the sum of :	<u>Seven Thousand Eight Hundred Forty-Six Dollars and 00/100</u>
	Dollars \$33,769.35
The contract total including this and previous change orders will be :	<u>One Hundred Twenty-Five Thousand Five Hundred Thirty-Eight</u>
	Dollars and 03/100 Dollars \$125,538.03

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: 2

Contract for	Spanish Fork City Fairgrounds Arena Fencing - 2012	Date	7/11/2012
Owner	Spanish Fork City		
To	Priefert		

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 Product and Materials		\$4,000.00
TOTALS :	\$-	\$4,000.00
NET CHANGE IN CONTRACT PRICE :		\$4,000.00

JUSTIFICATION
See Memo

The amount of the contract will be increased by the sum of :	<u>Seven Thousand Eight Hundred Forty-Six Dollars and 00/100</u>
	Dollars \$4,000.00
The contract total including this and previous change orders will be :	<u>One Hundred Twenty-Nine Thousand Five Hundred Thirty-Eight</u>
	Dollars and 03/100 Dollars \$129,538.03

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: _____

ORDINANCE NO. 09-12

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. SCUBES <i>Council member</i>		

I MOVE this ordinance be adopted: Council member

I SECOND the foregoing motion: Council member

ORDINANCE 09 -12

ORDINANCE VACATING 400 SOUTH STREET AT APPROXIMATELY 800 EAST

WHEREAS, 400 South Street runs east and west and intersects at its easterly point with Canyon Road at approximately 800 East, creating a five way intersection; and

WHEREAS, five way intersections tend to be more dangerous; and

WHEREAS, the growth of the City has caused the intersection of 800/820 East to become much busier; and

WHEREAS, Canyon Road is a UDOT maintained road; and

WHEREAS, UDOT has determined that 800/820 East traffic justifies a traffic signal, but such cannot be installed with a five way intersection; and

WHEREAS, vacating a portion of 400 South where it intersects with Canyon Road will allow a traffic signal to be installed at 800/820 East and provide a safer intersection and traffic pattern; and

WHEREAS, a public hearing to vacate a street was held on Tuesday, the 17th day of July, 2012, with notice given in accordance with Utah Code Annotated §10-9a-208; and

WHEREAS, the Council finds it is in the best interest of the public to vacate a portion of 400 South Street for safety reasons;

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

I.

The portion of 400 South Street located at approximately 800 North, and more particularly described as follows:

BEGINNING AT A POINT WHICH IS LOCATED S00°23'12"W ALONG THE SECTION LINE 1261.98 FEET AND WEST 1531.13 FEET FROM THE EAST QUARTER CORNER OF SECTION 19, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S89°31'59"W 55.34 FEET; THENCE 43.25 FEET ALONG A 46.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS: N27°16'27"W 41.68 FEET); THENCE 17.90 FEET ALONG A 15.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS: N63°50'31"E 16.85 FEET); THENCE S53°24'58"E 73.86 FEET TO THE POINT OF BEGINNING.
CONTAINING: 0.03 ACRES

is hereby vacated.

II.

Spanish Fork, being the adjacent property owner, shall continue to own the vacated portion of the street.

III.

This ordinance is effective upon the physical closing of the street.

DATED this 17th day of July, 2012.

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder

400 S Cul-de-Sac Property



1" = 50 Ft

Legend

400_S_Cul-de_Sac_Legal_Description

— LOG

— ROW

— TBC

— TBS

— TFS

— <all other values>

Type

— CW

— LOG

— Other

— RSVR

— SWR

— TBC

— TBC/TFW

— TBW

— TFW

Print Date: 6/6/2012



GEOGRAPHIC INFORMATION SYSTEMS

Spanish Fork City GIS

40 South Main St

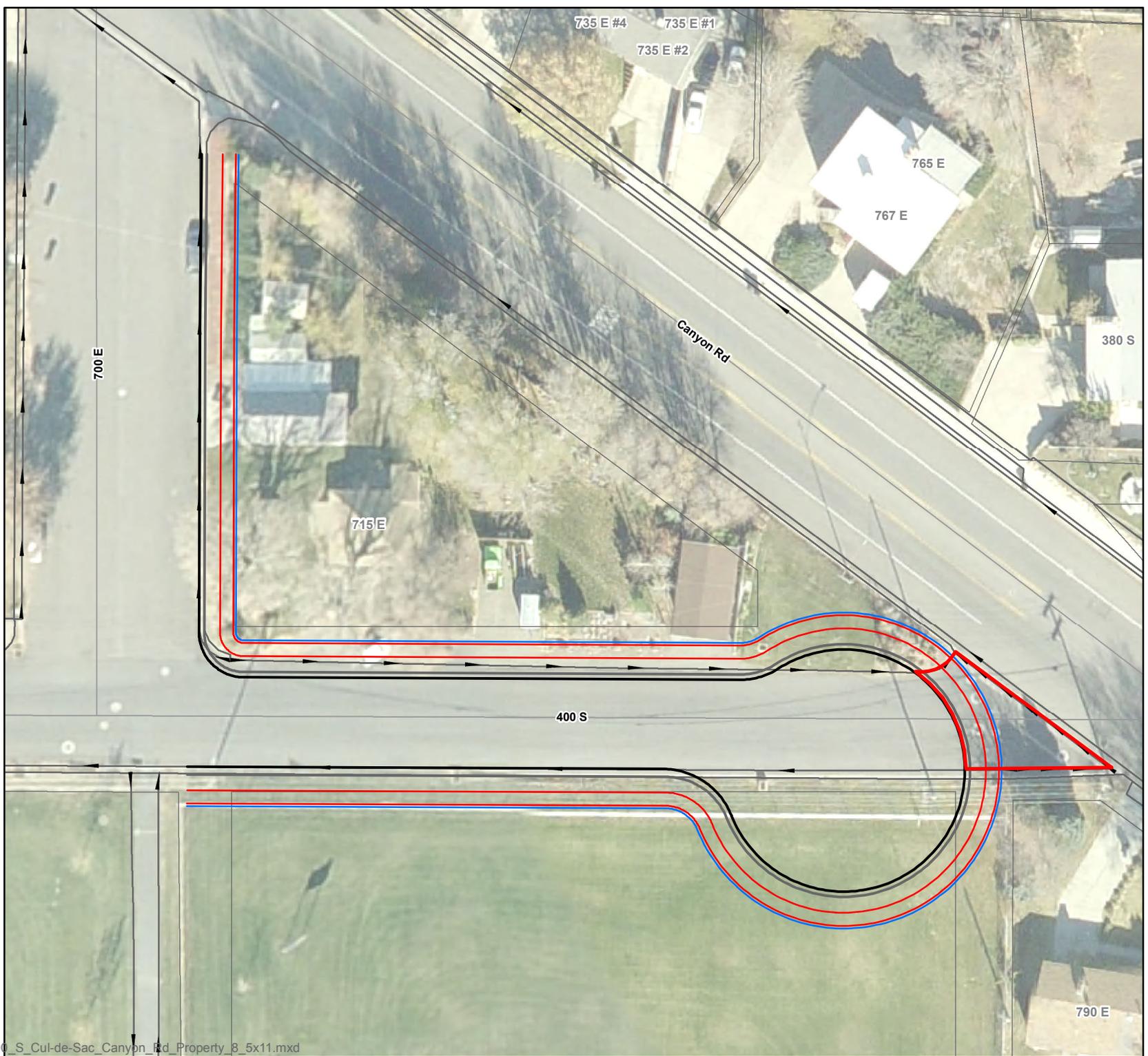
Spanish Fork, UT 84660

GIS Phone Numbers;

(801) 804-4571 (Administrator)

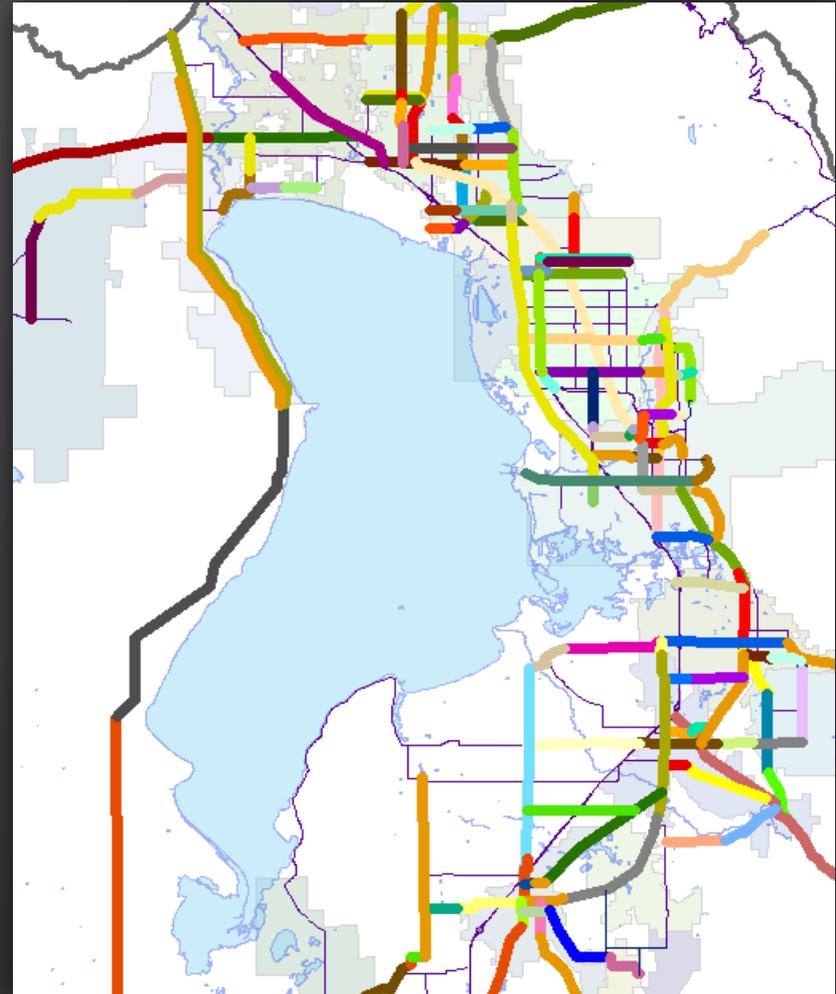
(801) 804-4570 (Interns)

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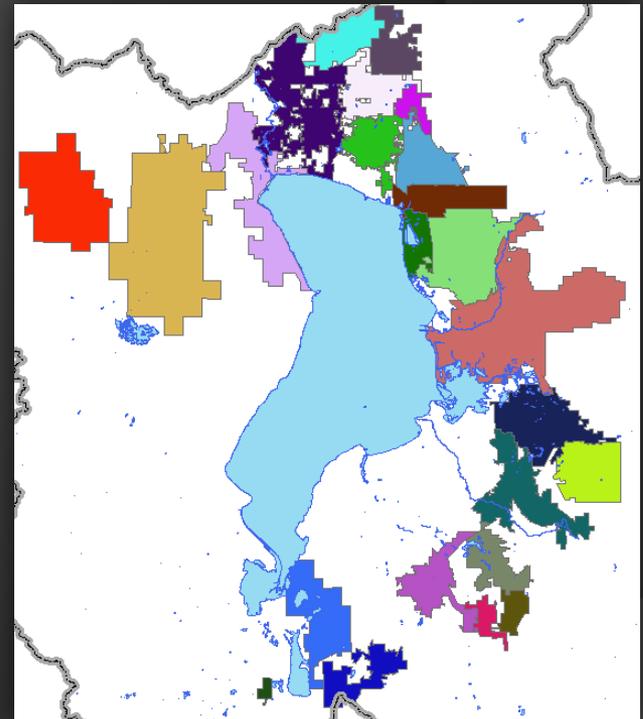
Mountainland Region Major Corridors Designations

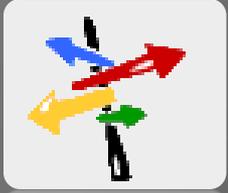




Defining the Problem?

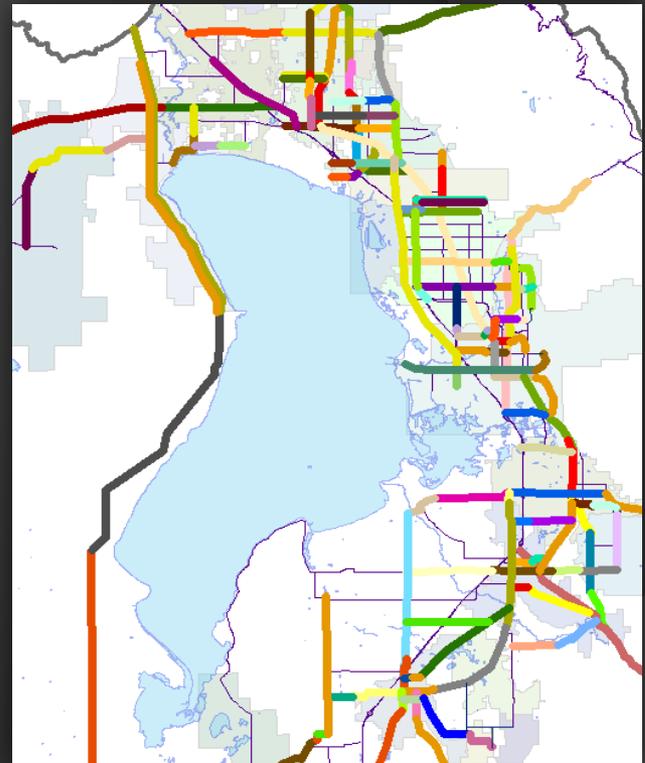
- 25 municipalities and the county with 23 different street coordinate systems
- City borders have become less identifiable
- Coordinate can change depending on side of street
- Traveling public is confused, major corridors only known as, “The Highway”
- Problems with emergency response





Name That Road!

1. Highway from I-15 to Am. Fork Canyon
2. Highway from I-15 Sp. Fork through Salem and Payson to Santaquin
3. Road with AF hospital and LDS Temple
4. Major road connecting Utah to SL county via Camp Williams
5. Road from Lindon Home Depot to old WordPerfect campus
6. Road starting in Payson goes north through Benjamin ending in Springville

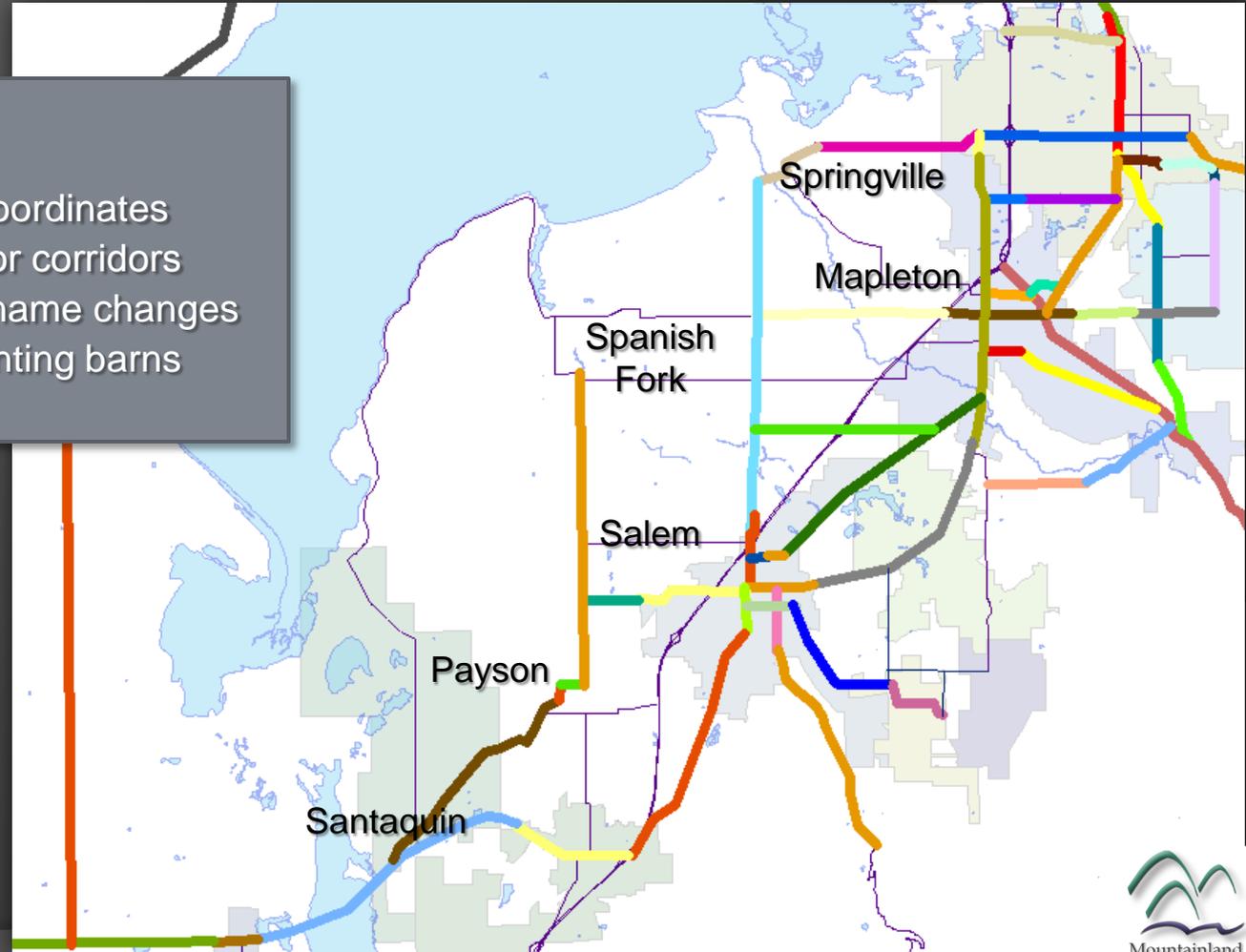




Starting in the South?

South County has...

- 19 major corridors
- 47 different road names/coordinates
- Citizens can't identify major corridors
- Drivers are not alerted to name changes
- Easier to get there by counting barns than reading signs!





Proposal

- Work with city councils to better identify contiguous corridors names
- Name corridors one name when possible
- Place signage alerting drivers to name changes when one corridor name is not possible
- Work with UDOT to make state route numbers more logical



Ground Rules

- One name for entire corridor is first priority
- If name change does occur, it should be done at major intersections rather than at a city limit
- Place signs alerting drivers to a name change
- Coordinates / SR number still be placed on signs and can be used as mailing address, will minimize the need for address changes
- Signage would need to be paid for and installed by each city/county

Corridor Naming:

- Councils could choose (hard to get all to agree)
- Naming contest (web based)
- Schools contest



Case Study - SF Main ST et al...

- Corridor stretches from Springville to Santaquin (reaches Provo in the future)
- 7 different names/coordinates
- 2 state highway designations
- Some street signs, addresses still list US 6 and 91



2600 West



Main ST



State RD



State RD



100 North



100 West

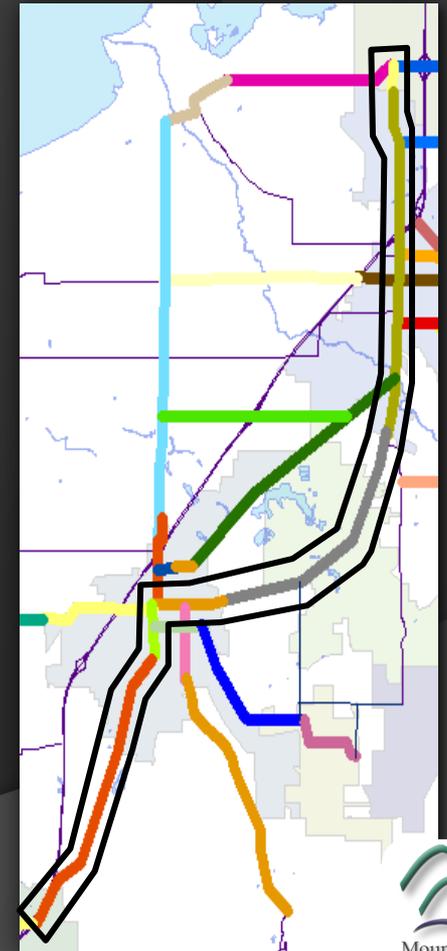


State RD



S.R. 156

S.R. 198





One Name Solution

- Entire corridor one name (Nebo Valley HWY?)
- Each city keeps coordinates or Main (allows for minimal address changes)
- Petition state to have one state route designation

 **Nebo Valley HWY** 2600 WEST

 **Nebo Valley HWY** MAIN HWY-198

 **Nebo Valley HWY** 200 EAST HWY-198

 **Nebo Valley HWY** 200 EAST HWY-198

 **Nebo Valley HWY** 100 NORTH HWY-198

 **Nebo Valley HWY** 100 WEST HWY-198

 **Nebo Valley HWY** HWY-198

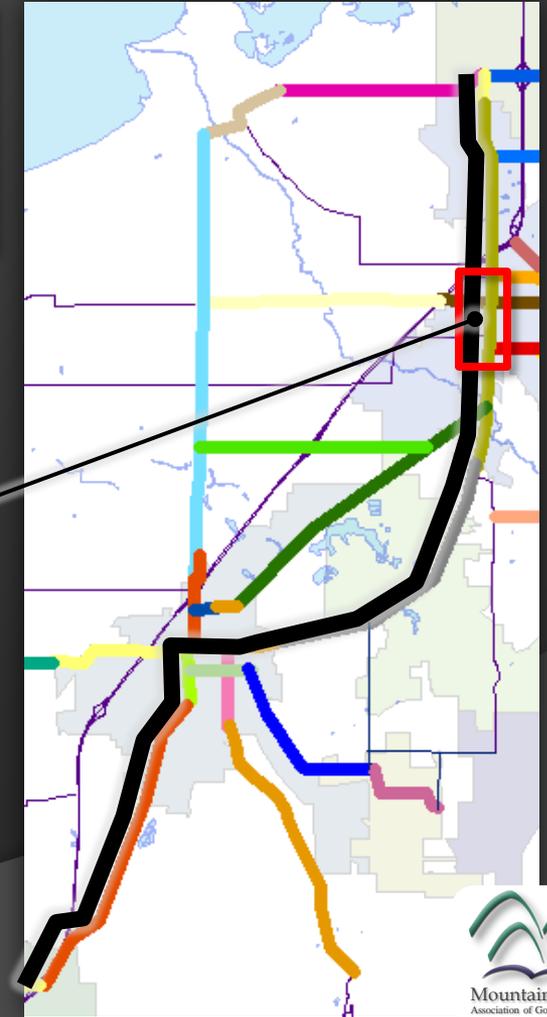
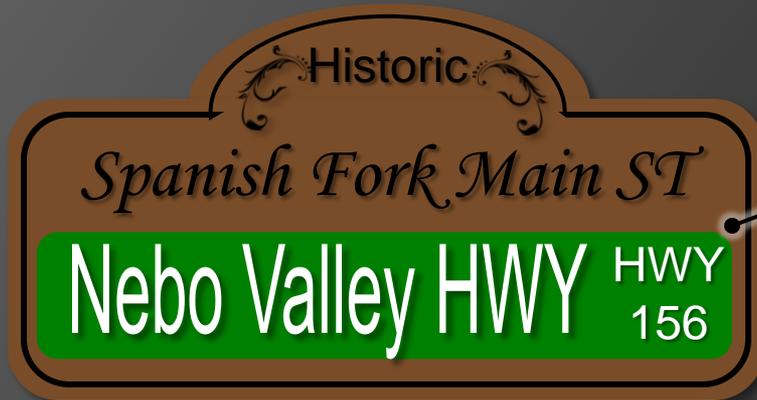




Main ST Not Forgotten...

Understanding the importance of Main:

- Use specialty signage throughout downtown
- Helps to create special place status of downtown





Don't Change My Main ST

- Keep SF Main ST between Spvl. 400 S and Arrowhead TR (changes at major intersections)
- Rename rest of corridor Nebo Valley HWY
- Place “Begin” signs to alert drivers to change
- Petition state to have one state route designation



Nebo Valley HWY 200 EAST
HWY-198



Spanish Fork Main ST 2600 WEST



Nebo Valley HWY 200 EAST
HWY-198



Spanish Fork Main ST HWY-198



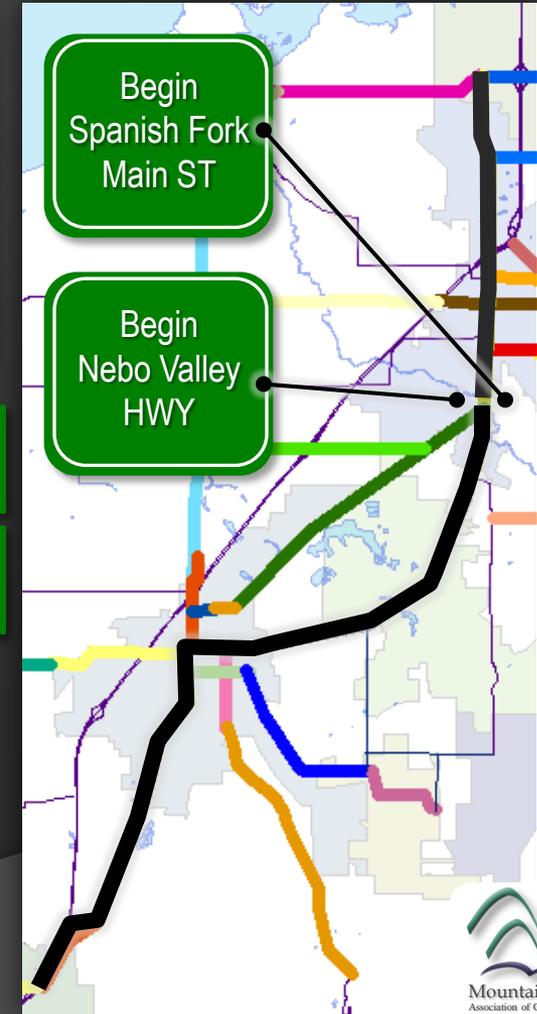
Nebo Valley HWY 100 NORTH
HWY-198



Nebo Valley HWY 100 WEST
HWY-198

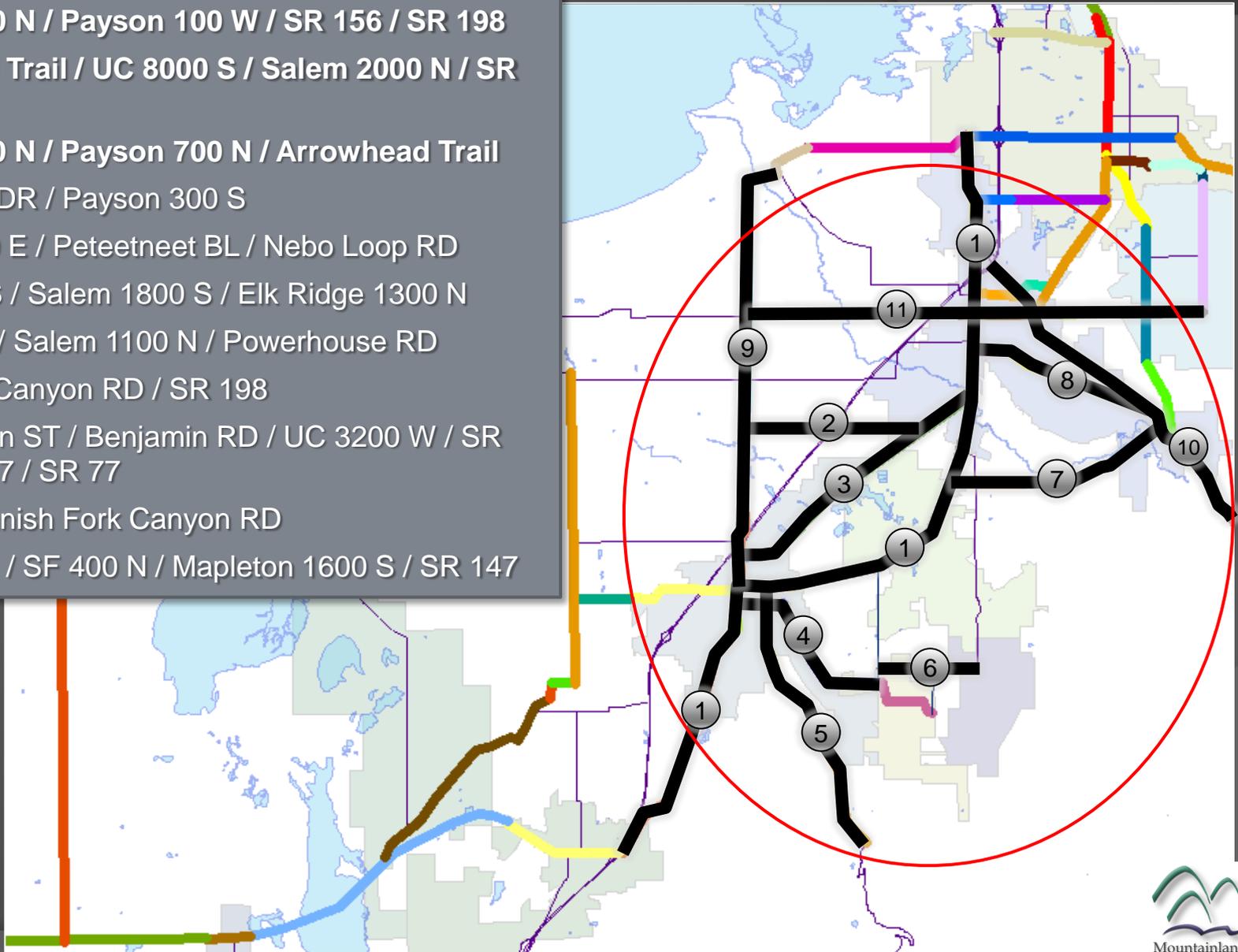


Nebo Valley HWY HWY-198



Corridors to Review:

1. Springville 2400 W / SF Main ST / State RD / Payson 100 N / Payson 100 W / SR 156 / SR 198
2. Arrowhead Trail / UC 8000 S / Salem 2000 N / SR 164
3. Payson 600 N / Payson 700 N / Arrowhead Trail
4. Goosenest DR / Payson 300 S
5. Payson 600 E / Peteetneet BL / Nebo Loop RD
6. UC 11200 S / Salem 1800 S / Elk Ridge 1300 N
7. UC 8800 S / Salem 1100 N / Powerhouse RD
8. SF 300 S / Canyon RD / SR 198
9. Payson Main ST / Benjamin RD / UC 3200 W / SR 115 / SR 147 / SR 77
10. US-6 / Spanish Fork Canyon RD
11. US 7300 S / SF 400 N / Mapleton 1600 S / SR 147





Next Steps

- Collect information from each city council and county commission
- Determine which corridors to work on first (3 proposed or more)
- Determine if each municipality/county will participate
- Prepare signage cost estimate for each jurisdiction
- Determine number of home owners/businesses that would need address change (should be a low amount)
- Determine how to name corridors (naming contest, councils only, etc.)
- Work with UDOT on logical highway designations
- Councils/Commission approved new corridor designations
- Installation of signs

SPANISH FORK CITY STAFF REPORT TO CITY COUNCIL



Agenda Date:	July 17, 2012
Staff Contacts:	Seth Perrins, Assistant City Manager Junior Baker, City Attorney
Reviewed By:	Personnel Committee
Subject:	2012 Revision of the Employee Personnel Manual

Background

On May 15, the Council approved an ordinance that required all changes to the Employee Personnel Manual be approved by the City Council.

By insurance requirement, the City is to review and update its personnel manual regularly; this review should include a legal review of the manual.

The last printed update to the Personnel Manual was in 2010. However, a few policies have been changed and added since that printing and those policies, along with other changes need to be incorporated into the policy, approved by council and then distributed to the employees.

A draft copy was emailed to the Council on July 2, 2012 for your review.

What has changed in the policy

This revision adds several major policies previously given to the employees but not yet included in a revision of the manual. These policies include:

Social Media §1.70.057 (December 2010) - Defined the role that Social Media has on the City's behalf and how an employee posts information for the City. Defined the employee's responsibility when posting information about the City on a personal account.

Cellular Phone §1.70.056 (April 2011) - Defined how an employee is approved for a City Cell phone and created an allowance an employee could receive, in lieu of being given a city cell phone.

This revision also includes a few new policies added to help clarify the City's position. Those policies include:

Uniforms and Personal Protective Equipment (PPE) §1.70.010 and §1.70.012 - Defines what uniforms will be given, creates a boot allowance for certain positions and defines who decides what uniform and PPE will be given to an employee.

Retirement Contribution Plan §1.36.30 - Clarifies the new retirement programs created by the State Legislature in July 2011. Defines the Tier I and Tier II Retirement programs.

Hepatitis B Vaccination §1.46.055 - Places a policy the City has previously had in a safety manual into the personnel manual. Defines who gets a Hepatitis B shot and how an employee can opt out of a shot.

In addition to these major additions to the policy, there are several other minor adjustments that have been made, either to better clarify the intent of a policy or to make the policy in compliance with changes in the law.

Budget Impact

There are a few changes in this policy that will have a budgetary impact.

The PPE Policy creates a boot allowance that will be given to full or part time employees working in certain positions requiring a certain standard of safety footwear. This allowance of \$150 per employee per year will be given on supervisor approval. It is estimated that this allowance will be given to about 50 employees for a total of about \$7500 a year.

The Cell Phone Policy, enacted just over one year ago, has decreased cell phone costs and decreased staff time required to administer city-owned cell phones. Cell phone expenses, including the stipend, have decreased by nearly \$700 a month, for a savings of about \$8,400 a year. Staff time has also decreased by nearly 2 hours a week for one full-time employee, which is a significant time savings, freeing that employee to do other things.

The Retirement Policy has significant budget impacts, however, those changes are mandated to the City by State law and the City has no choice but to follow the law. Tier II employees will be given a retirement benefit equal to what is required by the State with no additional amounts given to the employee as a 401(k) contribution. There is no proposed change to the Tier I retirement.

The change to the policy, adding city-sponsored journey lineman training to the tuition look-back provision, may have some impact to the budget, however, this provision is added to the policy as an incentive to keep employees here longer, after they receive training, rather than to generate any revenue stream. It is hoped that this provision of the policy is never used.

Other policies may have minimal impact on the budget not identified at this time.

Recommendation

The Personnel Committee reviewed this policy in March and recommended a few minor tweaks and additions:

- To include a reference to the Police Uniform policy in the Uniforms, §1.70.010
- To include a Hepatitis B Vaccination policy
- To add a provision requiring employees sponsored in the Journey Lineman Program to pay back any tuition the City paid on their behalf, if they leave the City within one year of the completion of the training

With these changes and additions, the Committee unanimously recommended the approval of the policy.

RESOLUTION NO. 12-06

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. SCUBES <i>Council member</i>		

I MOVE this resolution be adopted: Councilman

I SECOND the foregoing motion: Councilman

RESOLUTION 12-06

A RESOLUTION AMENDING THE PERSONNEL POLICY OF SPANISH FORK CITY

WHEREAS, Spanish Fork has adopted a personnel policy as a guide to address various issues related to the employees of the City; and

WHEREAS, changes in the law, new programs, and new methods of management regarding human resources dictate that changes to the policy be made from time to time; and

WHEREAS, proposed amendments have been presented to the personnel committee, which committee has made some revisions and recommended approval;

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

1. That the attached document, representing amendments to the prior policy, is hereby

adopted as the personnel policy of Spanish Fork City.

2. That the amended personnel policy be effective immediately.

DATED this 17th day of July, 2012.

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder