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 September 4, 2012**.

AGENDA ITEMS:

1. **CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITIONS:**
   a. Pledge, led by invitation

2. **PUBLIC COMMENTS:**
   Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comment will be limited to three minutes per person. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot me made within these limits should be submitted in writing. The Mayor or Council may restrict the comments beyond these guidelines.

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 – August 21, 2012
   b. * Centurylink/State of Utah Phone Service PRI Contract
   c. * State of Utah's Home Energy Assistance Target Contract (HEAT Program)
   d. * Fairgrounds Arena Sewer & Waterline Change Order Ratification with Bradford Construction
   e. * State of Utah Cemetery Grant
   f. * Saddle Dusters Riding Club Contract Renewal
   g. * Koha ILS Contract with the Library
   h. * FAA Grant

5. **PUBLIC HEARING:**
   a. * Schwartz Annexation – Proposal to annex some 8.46 acres located at approximately 1100 East 2400 North

6. **NEW BUSINESS:**
   a. * Ordinance #11-12 Establishing the Right to Keep Potbellied Pigs, Setting the Regulations thereof, and other minor amendments
   b. Festival of Lights Fee Proposal
   c. * Official Acceptance of the State Trail Grant for the Sports Park Connector Trail Contract

7. **CLOSED SESSION:**
   a. Personnel

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
August 21, 2012

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

Staff Present: David Oyler, City Manager; Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Dave Anderson; Community Development Director; Chris Thompson, Public Works Director; Steve Adams, Public Safety Director; Angie Warner, Deputy Recorder.

Citizens Present: Tiffany Greehalgh, Andrew Lott, Brittany Lott, Richard A. Evans, Marlene Sanford, Cary Hanks, Lenore Nelson, Gloria Nelson, Diana L. Winder, Gay Fangel, Mr. Fangel, Trey Proctor, Dustin Pyke, Brett Smith, Carson Adams.

CALL TO ORDER, PLEDGE, RECOGNITION:

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

Chief Adams led in the pledge of allegiance.

Life Saving Recognition

Gay Fangel told her story of a near drowning incident at the Spanish Fork Reservoir. Ms. Fangel recognized the boys that saved her and her grandson from drowning. Mr. Fangel presented a gift certificate to Trey Proctor, Dustin Pyke, Bret Smith, Carson Adams and thanked them for their help.

Employee of the 2nd Quarter

Chris Thompson recognized Jake Theurer as the Employee of the 2nd Quarter.

Kelly Peterson thanked Mr. Theurer all his hard work. Mr. Peterson reviewed some of the great things Mr. Theurer has done.

PUBLIC COMMENTS:

Peter Tomadakis said he and his neighbors are concerned about the PDM Steel semi-trucks driving through the residential area at 800 North 300 West. This is a safety hazard for the children walking to the Brockbank School. Mr. Tomadakis requested a 3 way stop at 300 West 900 North. Mr. Tomadakis said also the semi-trucks are tearing up the roads.

Mayor Andersen said the City is very willing to look into this situation.

Marlene Sanford is concerned about the traffic on 800 North. PDM Steel trucks start coming between 7:00 & 7:30am, then again around 3-5pm. They do not slow down when they come around the corner. Then there are the high school students that come for lunch time. They all speed up and down 800 North because there are not stop signs on 800 North between 300 West and Main Street.

DRAFT

Tiffany Greenhalgh said her kids can't cross the street to go to Brockbank School. It's hard to get out of driveways, the kids can't play in the front yards. Ms. Greenhalgh asked if they can't get a stop sign at least a yield sign, something to get the cars and trucks to slow down.

Cary Hanks said the Farmer's Market has been great and this Saturday they are including the business fair. Ms. Hanks invited the public to come to the City Office parking lot on Saturday's from 8am-1pm.

COUNCIL COMMENTS:

Councilman Davis said he attended the airport board meeting and the SUVMWA board meeting.

Councilman Dart said the Senior Citizens will be having their membership drive the first weekend in September. Also, the library had a successful summer reading program.

Mayor Andersen reminded the citizens that school has started again and to please be careful in your travels. Mayor Andersen said the county fair was this past week and it was a bigger turnout this year.

CONSENT ITEMS:

a. Minutes of Spanish Fork City Council Meeting – July 31, 2012
b. ~~Legacy Farms Connector's Agreement~~
c. R&C Supply Connector's Agreement
d. UDOT Cooperative Agreement – Main Street Arrowhead Pedestrian Crossing
e. Fairgrounds Ornamental Fence Agreement with Standard Fence, Inc. Ratification
f. Fairgrounds Arena Lighting Change Order with Rydalch Electric Ratification

Mayor Andersen said that item "B" Legacy Farms Connector's Agreement is removed from the consent items.

Councilman Gordon made a **Motion** to **approve** the consent items minus item "B" Legacy Farms Connector's Agreement.
Councilman Leifson **Seconded** and the motion **Passed** all in favor.

PUBLIC HEARING:

Ordinance #10-12 Making Miscellaneous Changes to Title 15

Junior Baker reviewed the following changes:

15.3.08.010 Administrative Bodies and Officers
B. Development Review Committee:

Purpose: [no change]

Organization:

The DRC shall consist of the city public works director, engineering division manager, electric superintendent, city manager, city community development director, city attorney, public safety director, and building official. An alternate member may be designated by each member, who has the authority to attend and vote in the absence of the member. Other entities may be invited to participate as non-voting members, such as utility companies, irrigation companies, the US Postal Service, or others.

The city public works director shall be the chair of the DRC and shall retain the right to cast a vote while acting as chair.

A quorum of the Committee necessary before any business can be transacted shall consist of five (5) voting members. A majority vote of a quorum shall be necessary to approve any item or recommend approval of any item to the Commission or Council.

Policies and Procedures: [no change]

Powers and Duties: [no change]

C. Planning Commission:

DRAFT

Purpose: [no change]

Organization:

The Commission shall consist of six (6) members, to be appointed by the Mayor with the consent of the City Council from among qualified residents of Spanish Fork. Members shall be selected without respect to political affiliations, and shall serve without compensation except for reasonable expenses. Each member shall be appointed for a term of three years or until his/her successor is appointed, and may serve only two full successive terms. A commission member may be removed by the Mayor if the member fails to attend at least fifty percent (50%) of the Planning Commission meetings.

Policies and Procedures: [no change]
Powers and Duties: [no change]

15.3.216.020 Residential Districts
R-1-80, R-1-60, R-1-30: *[no change]*
R-1-20, R-1-15, R-1-12: *These districts provide low density single family lots within Spanish Fork City. In the event a master planned development is constructed within any of these zones, townhomes, condominiums, and twin homes are allowed, consistent with the requirements of the master planned development section of Title 15, found in §15.3.24.030.*
R-1-9, R-1-8: *These districts are to provide moderate density that is characterized by a variety of single family housing types and lot sizes. In the event a master planned development is constructed within any of these zones, townhomes, condominiums, and twin homes are allowed, consistent with the requirements of the master planned development section of Title 15, found in §15.3.24.030.*
R-1-6: *This district provides a residential environment that is medium high density. In the event a master planned development is constructed within any of these zones, townhomes, condominiums, duplexes, and twin homes are allowed, consistent with the requirements of the master planned development section of Title 15, found in §15.3.24.030.*
A. ~ l. [no change]

15.3.24.020 Billboards
1. Billboards are permitted:

b. Along Highway 6 from the junction with Highway 89 southeasterly for 0.84 miles. These billboards must be at least 750 feet from any other billboard on the same side of the highway and must be located in an industrial zone.

15.3.24.090 Supplementary Regulations
G. Animals

Animals are allowed in the A-E, R-R, I-1, and I-2 zoning districts with no restrictions on the maximum number. Animals are allowed in all other zoning districts subject to the following regulations:
1. The portion of the property on which the animals, except for household pets, are kept must be at least one-half (½) acre in size. The chart following this section sets forth the maximum number of animals which may be kept per each half acre of property. The numbers are not cumulative. A maximum of one species precludes any other species. For example, on a half acre parcel, two horses may be kept, or four sheep, or one horse and two sheep, but two horses and four sheep are not allowed.
2. All requirements set forth in Title 6, Animals, must be met. The keeping of chickens and potbellied pigs in any zone other than the A-E, R-R, I-1, or I-2 is governed by Title 6.
3. No animal shall be kept in a residential zone for purpose of commercial production.

Animal	*Maximum # Per ½ Acre*
Cattle	*2*
Horses	*2*
Sheep, Goats, Llamas, Ostriches	*4*
Rabbits	*10*
Pigeons	*12*
Ducks, Geese	*8*
Game Birds*	*8*
**with appropriate permits*	

Councilman Dart made a **Motion** to move into Public Hearing.
Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 6:41p.m.

Rick Evans commented on the proposed change for the planning commission member removal if they do not meet the attendance requirement. Mr. Evans said to his knowledge the council removed one commissioner because of attendance and not another with similar attendance. Mr. Evans referred to some discussion at the previous work session. Mr. Evans recommended changing the wording to "the Council can remove a commissioner at any time". With this change a commissioner can be removed at any time for any reason, rather than attendance being the only requirement.

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

DRAFT

Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:48p.m.

Junior Baker said the reason it is based on attendance is to make it the least political as the City can.

Councilman Leifson said he would not like it to be just cut and dry, there should be flexibility because each situation is different. Councilman Leifson commented that Mr. Evans did a great job serving on the planning commission.

Councilman Davis clarified that a planning commissioner was questioned about his attendance and that commissioner asked to be removed because of another conflict. So do we base it on attendance, or cut and dry, or leave it and take it case by case.

Councilman Scoubes recommends setting a benchmark on attendance of change "may" to "shall".

Mayor Andersen commented that the commissioner whose work conflicted was a long term issue. The other commissioner informed us from the start and it was a short term issue. Mayor Andersen agrees with "may" in the wording.

Councilman Gordon said his concern is the Council being able to remove a planning commissioner based on a personality conflict. Also, with the technology these days, there are ways to be present.

Councilman Dart agrees with the Mayor that we need to look at each situation and 50% attendance seems reasonable.

Councilman Scoubes asked about master plan developments and protecting the City's interests, as we were looking in Title 15.

Junior Baker said that would apply to a different section of Title 15 and we can look into that for a future discussion.

Councilman Dart made a **Motion** to **approve** the Ordinance #10-12 Making Miscellaneous Changes to Title 15.
Councilman Leifson **Seconded** and the motion **Passed** all in favor with a roll call vote.

<u>NEW BUSINESS:</u>
Preliminary Plat, Old Mill Estates located at approximately 1500 South Mill Road
Dave Anderson said this plat has expired and is requesting approval of this preliminary plat with the following phasing plan changes.

Chris Thompson read the changes:

- *Phase 1*
  - *Offsite Sewer from Salem City*
- *Phase 2*
  - *Connect existing improved utilities.*
- *Phase 3 and 4 required to be done concurrently.*
  - *Three Phase Power and Drinking Water will be provided from the North.*
  - *Offsite Pressurized Irrigation improved to the North and connected to the existing Pressurized*

DRAFT

Irrigation. The City will hold the cash bond on the Pressurized Irrigation until Phase 3 & 4 and the PI System is approved and accepted by the City.

- *Phase 5*
  - *Three Phase Power required from Arrowhead Trail (Power will remain overhead)*
- *Phase 6*
  - *Connect existing improved utilities.*
- *Phase 7*
  - *Connect existing improved utilities.*
- *Phase 8*
  - *Connect proposed waterline to existing waterline along Arrowhead Trail through Lost 56 & 57.*
  - *Offsite Pressurized Irrigation improved to Del Monte Road along Arrowhead Trail through lots 56 & 57.*
  - *Second access from the North required to be fully improved through the adjoining property and tied into existing dead end street.*

Councilman Davis asked why the sewer is going to Salem.

Chris Thompson said it is mostly gravity flow and cost. The City has an agreement with Salem City to take some of the south end of the city's sewer.

Councilman Davis made a **Motion** to **approve** the Preliminary Plat, Old Mill Estates located at approximately 1500 South Mill Road with the following conditions:

-retention basin land is dedicated to the City and the developer will construct the storm water retention.

- *Phase 1*
  - *Offsite Sewer from Salem City*
- *Phase 2*
  - *Connect existing improved utilities.*
- *Phase 3 and 4 required to be done concurrently.*
  - *Three Phase Power and Drinking Water will be provided from the North.*
  - *Offsite Pressurized Irrigation improved to the North and connected to the existing Pressurized Irrigation. The City will hold the cash bond on the Pressurized Irrigation until Phase 3 & 4 and the PI System is approved and accepted by the City.*
- *Phase 5*
  - *Three Phase Power required from Arrowhead Trail (Power will remain overhead)*
- *Phase 6*
  - *Connect existing improved utilities.*
- *Phase 7*
  - *Connect existing improved utilities.*
- *Phase 8*
  - *Connect proposed waterline to existing waterline along Arrowhead Trail through Lost 56 & 57.*
  - *Offsite Pressurized Irrigation improved to Del Monte Road along Arrowhead Trail through lots 56 & 57.*
  - *Second access from the North required to be fully improved through the adjoining property and tied into existing dead end street.*

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

Preliminary Plat, Somerset Village located at approximately 2700 East Canyon Road

Dave Anderson said this plat has expired and is recommending approval of the plat with the following findings and changes.

Findings:

1. *That the project does not exceed the maximum allowable density.*
2. *The change would allow for development that is consistent with what's been previously built within Somerset Village.*

Draft

Changes:

1. *That the applicant address all of the City's Engineering Department redlines; prior to the City's Planning Commission meeting.*

Councilman Gordon made a **Motion** to **approve** the Preliminary Plat, Somerset Village located at approximately 2700 East Canyon Road with the presented findings and changes.

Findings:

1. *That the project does not exceed the maximum allowable density.*
2. *The change would allow for development that is consistent with what's been previously built within Somerset Village.*

Changes:

2. *That the applicant address all of the City's Engineering Department redlines; prior to the City's Planning Commission meeting.*

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

<u>ADJOURN:</u>

Councilman Davis made a **Motion** to **adjourn** to Closed Session to discuss Legal Issues & Property Purchase.

Councilman Dart **Seconded** and the motion **Passed** all in favor at 7:29 p.m.

ADOPTED:

_____

Angie Warner, Deputy Recorder

DRAFT

Memo

To: City Council and Mayor.
From: Kent Clark
Subject: Phone Service Contract – City Services. (CenturyLink)

This service is for all the City phone lines we use to conduct city business with. This is not for the SFCN phone services to our residents. We purchase two (2) large phone line trunks called PRI's. We are purchasing them using a State of Utah Purchasing contract. We are moving from a company called Windstream to Centurylink. The prices are very similar.
We feel Centurylink will provide the city with a more dependable product for the same price.
The switch over will be scheduled for about 30 to 45 days after the contract is approved.

PARTICIPATING ADDENDUM
BETWEEN
Spanish Fork City.
AND
QWEST COMMUNICATIONS COMPANY, LLC D/B/A CENTURYLINK QCC

The undersigned hereby represents, acknowledges, and agrees as follows:

1. The undersigned represents that it is a government department, institution, agency or political subdivision (i.e., colleges, school districts, counties, cities, etc.) located in the state of Utah ("Eligible Purchaser"); and, as such, it is qualified to purchase CenturyLink Data Communications Services ("Service(s)") pursuant to the terms and conditions of the Qwest Communications Company, LLC d/b/a CenturyLink QCC, State of Utah – Statewide Contract #MA108, OMR: N05745/Content ID: 378716, executed on or about February 15, 2012, by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC("CenturyLink") and the State of Utah, Division of Purchasing and General Services, as amended, including its Exhibits and Attachments (hereafter the "Underlying Contract").

2. The undersigned ("Purchaser") is executing this Participating Addendum for the purpose of purchasing Service from CenturyLink pursuant to the CenturyLink Underlying Contract. Purchaser will be subject to all terms and conditions of this Participating Addendum and the Underlying Contract. Purchaser will be responsible for any and all use of Services under this Participating Addendum and the Underlying Contract, including but not limited to responsibility for payment obligations. Purchaser will be CenturyLink's customer of record for the Services provided under this Participating Addendum and the Underlying Contract.

3. **DESCRIPTION OF SERVICES.** CenturyLink will provide to Purchaser the Services as set forth in the Underlying Contract and on the Attachment 1 (if required), Service Locations, attached hereto and incorporated by reference (the "Services"). To the extent Services are tariffed, and where such terms and conditions of the CenturyLink applicable tariffs do not conflict with the Underlying Contract, the provisions of the tariff will apply and, in such cases, references in this Agreement to Service Schedule(s) will instead be deemed to refer to the applicable tariff.

4. **TERM.** This Participating Addendum is effective as of the latest signature date below ("Effective Date"). The Term for Service begins on the date Service is available to Customer, as evidenced by CenturyLink records ("Initial Term") and ends upon expiration of the last-to-expire Service ordered hereunder.

5. **PRIMARY CONTACT.** The primary Purchaser contact individual for this Participating Addendum is as follows:

6. This Participating Addendum and the Underlying Contract set forth the entire agreement between the parties and supersede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Underlying Contract will not be added to or incorporated into this Participating Addendum or the Underlying Contract, by any subsequent purchase order or otherwise and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Underlying Contract will prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Customer: Spanish Fork City	**Qwest Communications Company, LLC d/b/a CenturyLink QCC**
Authorized Signature	Authorized Signature
Name Typed or Printed	Name Typed or Printed
Title	Title
Date	Date
Address for Notices:	Address for Notices: CenturyLink 1801 California Street, 9th Floor Denver, Colorado 80202 Attn: Legal Department

CENTURYLINK ISDN PRS, DSS ADVANCED OR UAS
BULK RATED AGREEMENT

PRICING ATTACHMENT
FOR THE STATE OF UT

City of Spanish Forks
Customer

Term: 36 months

Service / MRC / (USOC)	NRC	AQCB # Internal Use Only.
SELECT THE BLANK LINE IN THIS MENU! ---PRS Standard Rates---	$0.00	

Service Location including City and State	Circuit ID or BTN	Qty.	Total MRC per Location
40 South Main Spanish Fork, UT 84660	NEW	1	$325.00
789 West Center St Spanish Fork, UT 84660	NEW	1	$325.00
Interstate Long Distance $.0132/min.			
Intrastate Long Distance $.037/min.			

Mileage-related Components and Charges (If applicable):

Customer Address	Circuit ID or BTN	Description (USOC)	Qty.	Mileage MRC/each	Mileage NRC/each**
			Total Mileage MRCs and NRCs:		

**NRCs will not apply to renewals of existing Service installed as of the Effective Date. NRCs will only apply to new Service locations which may include moves of existing service.

Customer Initials: _____

Date: _____

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Supplier: Spanish Fork City Corporation
Project: HEAT Vendor Contract
Vendor Code: 52432B
Contract Coding: 1000/600/9365/NSG
CFDA # & Title: 93.568 Low Income Home Energy Assistance Program – LIHEAP Vendor Contract
Federal Funding Entity: U.S. Dept. of Health & Human Services

Spanish Fork City Corporation
PO BOX 358
SPANISH FORK, UT 84791

1. **CONTRACT PRINCIPALS:**

This contract is between the Utah State Department of Workforce Services, Housing and Community Development Division, Home Energy Assistance Target (HEAT) Program, 140 East 300 South, 5th Floor, Salt Lake City, Utah 84111, hereinafter referred to as STATE, and

Spanish Fork City Corporation

Hereinafter referred to as SUPPLIER.

2. **CONTRACT PERIOD:**

This contract is effective upon signature and effective until terminated, in writing, by either party.

3. **PURPOSE OF CONTRACT:**

The Low-Income Home Energy Assistance Act of 1981 (Pub. Law 97-35, Sections 2601-11, 42 U.S.C. Sections 8621-8629) provides grants to the states to assist eligible low-income households in meeting the costs of home energy. Eligible households are defined as those meeting the criteria set forth in the HEAT Manual, issued by the Utah State Department of Workforce Services, HEAT Program. This contract incorporates the requirements that must be met by SUPPLIER if payments are to be made directly to SUPPLIER in accordance with 42 U.S.C., Section 8624 (b)(7).

4. **DOCUMENTS INCORPORATED INTO THIS AGREEMENT BY REFERENCE BUT NOT ATTACHED HERETO:**

A. HEAT Program Policy Manual.
B. State of Utah LIHEAP Plan of Operation and Application for Funding.

3) In the event that the household does not furnish the information to SUPPLIER within the 30 day period, SUPPLIER will refund the remaining balance to STATE.

D. In the event SUPPLIER erroneously returns funds to the STATE, the STATE shall remit such funds to the SUPPLIER within 30 days after a determination that such return was in error.

E. Delivery of fuel or energy will be made within four calendar days of the receipt of or verification of payment, if not earlier.

F. SUPPLIER will be an independent contractor, and as such, shall have no authorization, express or implied to bind the state of Utah or the above State Agency to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any such acts as agent for the State of Utah except as herein expressly set forth.

G. The compensation provided for herein shall be the total compensation payable hereunder by the State of Utah or the above designated State Agency.

H. This contract is entered into as a means of providing appropriate services to eligible households.

6. AUDITS AND INSPECTION:

On request, STATE and Federal auditors and program reviewers may have access to SUPPLIERS financial and billing records pertaining to services provided under authority of this contract for audit inspection.

7. INDEMNITY CLAUSE:

Each party hereto agrees to indemnify and save harmless the other party, its officers, agents and employees from and against any and all loss, damages, injury, liability, and costs of suits or proceedings which may arise out of the performance of this contract by said indemnifying party, its officers, agents or employees.

8. TERMINATION:

This contract may be terminated, with or without cause by either party upon 30 days prior written notice being given to the other party. On termination of this contract all accounts and payments will be processed according to financial arrangements set forth herein for services rendered to date of termination.

State of Utah

GARY R. HERBERT
Governor

GREG BELL
Lieutenant Governor

Department of Workforce Services

KRISTEN COX
Executive Director

GREGORY B. GARDNER
Deputy Director

JON S. PIERPONT
Deputy Director

August 20, 2012

Pat Nelson
Spanish Fork City Corporation
PO BOX 358
SPANISH FORK, UT 84791

Re: Updated HEAT Vendor Contract

Dear Pat Nelson:

Thank you for your participation as one of our energy supplier vendors for the HEAT Program. It has been a pleasure working with you these past years. There have been a lot of changes in our organization as well as yours; therefore, it is necessary to renew our vendor contract with you. Enclosed please find one (1) copy of the new vendor contract. Please make two (2) additional copies, sign all three (3) copies and return them to our office no later than September 10, 2012. Please mail the signed contracts to: HEAT PROGRAM, PO Box 147130, Salt Lake City, UT 84114-7130. A fully executed copy of the contract will be returned to you for your records.

In updating our vendor list, we are pleased to find that you have an e-mail address. We will be e-mailing a list of clients approved for HEAT that will match the check that is mailed or direct deposited into your account. The e-mail message will come from **Dullestech.com** and will be named **SEAL Integration file**. Please check your spam mail to make sure it is unblocked. The e-mail will come out on Wednesday mornings if you have clients approved for HEAT the previous week.

Many vendors have provided information about the HEAT program to their clients in need. For the most current information, forms, brochures, etc., please look at our web site at www.housing.utah.gov/seal. Please call Eva Salazar at 801-526-9275 or e-mail her at esalazar@utah.gov if you have any questions or need further assistance. If there are changes that need to be made in your organization, please let her know. Thank you for your prompt attention to this matter and we look forward to working with you.

Sincerely,

Susan Kolthoff

Susan Kolthoff
Program Manager
State Energy Assistance & Lifeline Programs

Enclosure: HEAT Vendor Contract

IN WITNESS WHEREOF, the parties sign this contract and cause it to be effective as of the date signed:

SUPPLIER INFORMATION

Spanish Fork City Corporation
Supplier Name

Printed Name of Authorized Representative Date

Signature of Authorized Representative

STATE SIGNATURES:

Gordon D Walker, Director Date
Housing & Community Development Division

Kimberley Schmeling, Budget Officer Date
Housing & Community Development Division

Contact Person: Pat Nelson Email: pnelson@spanishfork.org

Phone Number: 801-804-4505 Fax: 801-804-4510

Fuel Type(s) provided (please check all that apply):

☐ Natural Gas ☐ Propane ☐ Coal ☐ Wood ☒ Electricity ☐ Fuel Oil ☐ Kerosene

Staff Report to City Council

Agenda Date:	September 4, 2012
Staff Contacts:	Dale Robinson, Parks & Recreation Director
Subject:	Bert Bradford Construction Change Order – Fairgrounds Arena

Background Discussion:
Once we got into the project it became evident that in order to make the sewer and water function properly at the new fairgrounds arena we were going to have to increase the lines. The following changes are items referenced to the proposal submitted by Bert Bradford Construction LLC. We had to have them add a total of 194 LF of pipe.

Increase Line Item #3 – 8" Sanitary Sewer from 925 LF to 937.8 LF, Minor Sewer location change to facilitate other utilities already placed.

Increase Line Item #4 – 8" Waterline w/Trench Patch from 1170 LF to 1352 LF, Waterline length increased to tie-in to existing infrastructure, in order to provide better fire protection.

Recommendation:
I recommend that the council ratify the approval of this change order for Bert Bradford Construction LLC to install the additional necessary sewer and waterlines in the amount of $6,345.20.

Attachments:
Change Order

Spanish Fork City

Contract Change Order

Change Order Number: **1**

Contract for: Arena Sanitary Sewer & Waterline 2012

Date: 8/6/2012

Owner: Spanish Fork City

To: Bert Bradford Construction LLC

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
Increase Line Item #3 - 8" Sanitary Sewer from 925 LF to 937.8 LF		$339.20
Increase Line Item #4 - 8" C-900 Waterline w/ Trench Patch from 1170 LF to 1352 LF		$6,006.00
TOTALS :	$-	$6,345.20
NET CHANGE IN CONTRACT PRICE :		$6,345.20

JUSTIFICATION

See Memo

The amount of the contract will be increased by the sum of : Six Thousand Three Hundred Forty-Five Dollars and 20/100 Dollars $6,345.20

The contract total including this and previous change orders will be : One Hundred Fifty Thousand Five Hundred Sixty-Seven Dollars and 70/100 Dollars $150,567.70

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: _____

Memo: - consent item.

To: City Council and Mayor.

From: Kent Clark

Subject: Cemetery Grant – State of Utah – Matching

This Grant will be used to create a data base and computerized map of the local cemetery.

We will have to match half of the grant: $5,000 city and $5,000 State.

The City will expend $10,000 and get reimbursed $5,000.

State of Utah

GARY R. HERBERT
Governor

GREG BELL
Lieutenant Governor

Department of Heritage and Arts

Julie Fisher
Executive Director

State History

Wilson G. Martin
Director

August 15, 2012

Mr. Tyler Jacobson
Spanish Fork City
40 South Main
Spanish Fork UT 84660

Dear Mr. Jacobson:

Enclosed are three copies of the contract between Utah State History and Spanish Fork City. Please complete the information below:

- Authorized signature and title under "contractor."
- Initial the other pages at the bottom indicating they have been read and agreed upon.

Return all three signed copies of the contract agreement as soon as possible. We will obtain the rest of the signatures required and return a copy of the contract to you.

Also enclosed is a packet of materials to help with the reimbursement process. Please read through the materials as soon as possible. Please contact me if you have any questions or otherwise need assistance.

Sincerely,

Debbie Dahl
Grants Manager
801-533-3537
email: ddahl@utah.gov

CONTRACT

DP-2 11/96

STATE OF UTAH **CONTRACT #**_____

1. **CONTRACTING PARTIES:** This agreement is between the State of Utah, Utah State History, Department of Community and Culture referred to as STATE, and

Spanish Fork City
(Contractor)

40 South Main
(Address)

Spanish Fork UT 84660
(City) (State) (Zip)

referred to as CONTRACTOR.

Legal Status of Contractor
[ ] Sole Proprietor
[ ] Non-Profit Corporation
[ ] For-Profit Corporation
[ ] Partnership
[X] Governmental Agency

Employer ID # (EIN) _____

State Vendor ID # 50493FA

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this agreement is: to create a database and computerized map of the local cemetery.

3. **PROCUREMENT:** This contract is entered into as the result of the procurement process on requisition # N/A—grant, FY- N/A.

4. **CONTRACT PERIOD:** This contract is effective 7/1/2012 and will terminate on 6/30/2013, unless otherwise extended or terminated in accordance with the terms and conditions of this contract.

5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of $5,000 for costs authorized by this contract.

6. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**
Attachment A - Standard Terms & Conditions
Attachment B - Scope of Work
Attachment C - Special Provisions

7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED HERETO:**
a. All other governmental laws, regulations, or actions applicable to services provided herein.
b. N/A

8. **COMPLETE ON COST REIMBURSEMENT CONTRACTS ONLY:**
a. AUDIT INFORMATION: Provide the name, address and telephone number of the STATE staff person responsible for the contract audit and review function: Debbie Dahl, Utah State History, 300 Rio Grande, Salt Lake City, UT 84101, (801) 533-3537
1. What audits and reviews are required of this contract?

Financial? Yes x No ___
How often? with each reimbursement request
By whom? Debbie Dahl

Program Compliance? Yes x No ___
How often? with each reimbursement request
By whom? Alycia Aldrich

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

CONTRACTOR:

_____
Signature, Authorized Representative

_____
Name and Title of Signer (Type or Print)

STATE:

_____
Utah State History, Director

_____
Division of Finance, Director

_____
Division of Purchasing, Director

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.

2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.

4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.

   5.1 Status Verification System

   1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.
   2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
   3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
   4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

   5.2 Indemnity Clause for Status Verification System

   1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
   2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.

7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.

8. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

9. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.

12. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

14. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

15. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

16. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

17. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

18. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

19. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.

20. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).

21. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

22. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.

23. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions

thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.

24. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

25. **PROCUREMENT ETHICS**: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).

26. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Atth. A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.

27. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 4 June 2009)

Attachment B

Scope of Work

Spanish Fork Cemetery Grant Project
Contract with Spanish Fork City
2013

The grant funds and matching local contributions will be used to accomplish the work items detailed in the Budget and Work Description sections that follow. Utah State History must approve any changes to this Scope of Work.

PROPOSED BUDGET

1	Cemeteries		
	Spanish Fork Cemetery	$10,000	
		Total	$10,000
		Total Project Budget*	**$10,000**

**** Includes grant amount and local match.***

WORK DESCRIPTION

1 Cemeteries ($10,000.00): Grant funds and matching local contributions will be used to create a database and computerized map of the cemetery. The following products will be generated from this report: A computerized database of all burials in the cemetery; A computerized map of the cemetery; and the successful transfer to the Utah State History burials database, which will add to the statewide inventory of burials.

Project Standards: Prior to starting the project the grant recipient must develop an appropriate work plan in conjunction with professional staff from UTAH STATE HISTORY, and receive approval of that work plan.

The map and database are to be kept and maintained at the local level. A copy of the database (without the GIS portion) will be provided in a compatible computer format to UTAH STATE HISTORY for inclusion in the statewide inventory of burials. Database fields in the file sent to STATE HISTORY must conform to the standards of the statewide database (name, length, and type of fields) to facilitate transfer of data and to maintain a necessary degree of consistency. See http://history.utah.gov/apps/burials/execute/submitdata. Work that does not meet these standards is ineligible for reimbursement.

Distribution of grant funds will be made upon satisfactory completion of the project. Local match may include cash expenditures (for consultant services, paid staff, software or hardware purchases, etc.) or donated goods and services (volunteers, donated software, hardware, etc.). Only expenditures and matching contributions made during the contract period are eligible. Grant recipients are required to keep records documenting expenditures, staff hours, and donations associated with the project. Grant recipients will be reimbursed upon receipt of evidence of meeting agreed-upon program goals (or some part thereof) and expenditures of local match funds and/or donated services. Forms will be provided to document donated services such as labor (professional salary rates must be verified with documentation acceptable for auditing purposes). Copies of invoices, receipts, and canceled checks or governmental payment ledgers documenting expenditures of funds are required. Standard procurement procedures should be followed, including obtaining at least two (preferably three) bids for expenditures exceeding $1,000. (Above $5,000, written, detailed competitive bids from at least three vendors are required.) The equipment should be kept in organization's offices.

ATTACHMENT C
SPECIAL PROVISIONS
Utah Cemetery Inventory Project

1. SCOPE OF WORK: See Attachment B.

2. ROLE OF STATE: STATE's role under this Contract will be to provide funding to accomplish the work described in Attachment B.

3. ROLE OF CONTRACTOR: CONTRACTOR shall have responsibility and authority to make expenditures and provide matching funds in accordance with Attachment B, Budget.

4. NOTICE: CONTRACTOR agrees to immediately notify the STATE if during the course of this Contract a change occurs which affects the purposes of, or the ability of the parties to perform under, the terms and conditions of this Contract.

5. PROJECT COSTS & REIMBURSEMENT: CONTRACTOR agrees to provide 100% of the Total Project Budget (See Attachment B) in cash and in-kind match. STATE agrees to reimburse up to 50% of CONTRACTOR'S eligible costs, up to the grant amount, incurred in completing the work items set forth in the Scope of Work, Attachment B. Payment by the STATE is subject to the availability of Federal funds, legislative appropriation, and compliance with all project provisions.

6. CONTACT PERSON: The STATE designates Debbie Dahl, Grants Manager, as the contact person in Utah State History to consult with the CONTRACTOR.

Staff Report to City Council

Agenda Date:	September 4, 2012
Staff Contacts:	Dale Robinson, Parks & Recreation Director Steven Money, Events Coordinator
Reviewed By:	Junior Baker, City Attorney
Subject:	Saddle Dusters Riding Club Contract

Background Discussion:
We have had a contract with the Saddle Dusters Riding Club since approximately 1991 wherein they perform certain duties for the city in exchange for use of the outdoor arena. This is a renewal of that contract and will extend it through the year 2015. The duties to be performed will be approved by both parties. They will include but are not limited to parking, ticket taking, facility cleanup, event promotions, etc. In return the Saddle Dusters will be allowed to use the arena 1 night per week for 2 hours throughout the year. Use is contingent upon availability and priority will be given to paying customers.

Recommendation:
Renew the agreement with the Saddle Dusters Riding Club and authorize the Mayor to sign the contract.

Attachments:
Contract

Contract between Spanish Fork City
and
The Saddle Dusters

COMES NOW Spanish Fork City, a Municipal Corporation of the State of Utah, hereinafter CITY, and The Saddle Dusters, a non-profit corporation of the State of Utah, hereinafter SADDLE DUSTERS who recite and agree as follows:

1. TERM OF AGREEMENT. This agreement shall be for the calendar year 2012, 2013, 2014, and 2015.

2. DUTIES OF THE SADDLE DUSTERS.

To participant in such activities as approved by Spanish Fork City and the Saddle Dusters Riding Club. To include but not limited to parking, ticket taking, facility cleanup, event promotions, etc..

3. EXPENSES. All expenses for the various projects with the exception of travel to and from the event by participants, shall be borne by the City. All said expenses shall be approved by the Spanish Fork City .

4. USE OF ARENAS. Throughout the year the Saddle Dusters shall be entitled to use the Spanish Fork Fairgrounds outdoor arena each Wednesday night, for a two (2) hour period, at no charge, provided if a paying customer desires to rent the arena from the City, the paying customer shall have the first right to use of the arena. It is agreed that in the event a paying customer contracts to use the arena on a night regularly scheduled for the Saddle Dusters, the Saddle Dusters shall be entitled to use the arena on another night

during the same week, if a free night is available.

5. CONDITION OF ARENAS. The Saddle Dusters agree to use the arena on an "as

is" basis and to leave it in the same or better condition.

6. ATTORNEY'S FEES. In the event this agreement is breached, the non-breaching party shall be entitled to recover, in addition to actual damages, attorney fees and costs of court actually incurred in the enforcement of this agreement.

7. DOCUMENT. This document represents the entire agreement between the parties. All prior agreements, representatives, or understandings are merged herein and superceded hereby.

SPANISH FORK CITY

_____

G. Wayne Andersen, Mayor

ATTEST:

_____

KENT R. CLARK, City Recorder

THE SADDLE DUSTERS

_____

President

ATTEST:

_____

Secretary

CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is made effective as of 9/6/2012, by and between Spanish Fork City of Spanish Fork, UT. 84660 (“Client”), and ByWater Solutions LLC, of Santa Barbara, California 93109 (”ByWater”).

1. TERM. This Contract shall be effective from 9/6, 2012 to 9/6 2014 and shall automatically renew for two (2) successive two-year terms for a total possible term of six (6) years at the current, agreed-upon fee, unless either party notifies the other in writing within the last sixty (60) days of the then-current Term of the intent not to allow this Agreement to renew for a successive Term and/or of their intention to modify the Contract. Upon renewal, annual support fees will increase no more than 10% per renewal term.

2. DESCRIPTION OF SERVICES. ByWater will provide the Client the following services (collectively, the "Services"):

1. Installation and Implementation of Koha Integrated Library System (“Koha”), including migration of all data from legacy system to Koha provided delivery of MySQL database.

2. Terms regarding technical support for the Client are as follows:
    - Support will be available 24 hours. Support calls during hours in which the Client’s facility is closed will be addressed by level of importance; i.e. system failure dictates immediate response time, training questions will be addressed within 24 hours.
    - The support package will also cover software updates and Koha enhancements that may be applicable to the Client.

3. Hosting for the Client’s data will be located in a remote cloud, and Service providers may change at any time, at the sole discretion of ByWater. ByWater will not be responsible for any unavoidable data corruption or loss of data that might occur during the normal course of daily, regular backups.

3. PAYMENT FOR SERVICES. In exchange for the Services the Client will pay ByWater according to the following schedule:

1. Annual support and hosting fee: $ 2,500.00, due on or before 9/20 of each year, beginning on 9/20, 2012.
2. Training (upon request) : $ 3,600.00 for the first 3 days onsite (24 hours), $350.00 per webinar module (5 total), due after the completion of each week in which the training takes place.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by ByWater solely in connection with the Services will be the exclusive property of the Client. Upon request, ByWater will execute all documents necessary to confirm or perfect the exclusive ownership of the Client to the Work Product.

All such Work Product developed on behalf of the Client will be made available under the terms of the open source license in effect for koha at the time the code is written (currently GPL v2). A copy of the code will be given to the library even though the code may be hosted. A good faith effort will be made both by the library, and by ByWater at the coding stage, to integrate all code into the public, koha-community.org code base, or wherever the public code base may subsequently be located.

Upon expiration or termination of this Contract, ByWater will: (a) return to the Client all records, notes, documentation and other items owned by the Client that were used, created, or controlled by ByWater during the term of this Contract; and (b) assist Client in exporting data from ByWater's data cloud to Client, at no additional charge.

5. CONFIDENTIALITY. ByWater, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of ByWater, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Client, except (a) if and to the extent the information is already a matter of public knowledge; (b) such disclosures as may be necessary to ByWater's attorney or accountant (collectively, "Permitted Confidants"); or (c) such disclosures as are required by law or by any litigation between the parties hereto with respect to this Contract. ByWater shall also timely require each of its Permitted Confidants to keep that information confidential. Before making any disclosure required by law, ByWater, or the Permitted Confidant, as the case may be, shall give Client as much notice thereof as is legally permitted, along with a copy of the proposed disclosure. The foregoing duties of confidentiality shall survive the termination of this Contract.

6. RELATIONSHIP OF PARTIES. Client and ByWater agree that the status of ByWater is that of independent contractor, and not that of employee, principal, agent or joint venture partner of Client. Neither party has authority to enter into contracts or assume any obligations for or on behalf of the other party or to make any warranties or representations for or on behalf of the

other party.

7. WARRANTY. ByWater shall provide the Services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally accepted standards in ByWater's industry.

ByWater disclaims all other warranties, expressed or implied. ByWater does not in any way warrant that Koha will operate without interruption or be error free.

ByWater shall have no liability for damages resulting from: hosting inoperability, interruption due to product or delivered software malfunction (provided that regular daily backups are conducted by ByWater), loss of profits, goodwill, damage or loss of data, or any other indirect, special or consequential damages suffered by Client. ByWater will in good faith and using its best reasonable effort work to resolve any such issues.

8. REMEDIES. If Client or ByWater fails to perform its obligations under this Contract, the non-breaching party shall have the right to terminate the Contract and to seek whatever remedy may be available to it, either in law or in equity.

9. LIMITATION OF LIABILITY. Either party's aggregate liability to the other under this agreement, under any legal doctrine whatsoever, shall not exceed the total sum paid by client to ByWater for services rendered under this contract.

10. TERMINATION WITHOUT CAUSE. Client's request for termination of this contract without cause may carry penalties of up to 30% of total contract value.

11. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

12. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable, provided that no party is, as a result thereof, deprived of its substantial benefits under this Contract. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

13. AMENDMENT. This Contract may only be changed, modified, amended or discharged by an agreement in writing executed by the parties hereto.

14. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Utah.

15. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

16. ASSIGNMENT. The Client may not assign or transfer this Contract without the prior written consent of ByWater.

17. BINDING EFFECT. This Contract shall inure to the benefit of and be binding upon the parties named herein and their respective heirs, successors and assigns.

18. INDEMNIFICATION. ByWater Solutions agrees to indemnify and hold harmless Spanish Fork City, its officials, officers, and employees, from any and all liability arising from the release of personally identifiable information, whether due to security breaches, illegal acts of others, or due to ByWater Solution's own fault or negligence.

19. SIGNATURES

SPANISH FORK CITY

By:_____

G. Wayne Andersen

Mayor

BYWATER SOLUTIONS LLC

By: _____

Brendan Gallagher
CEO

Date: 8/27/2012

Council Meeting Tuesday September 4th, 2012

FAA Grant Offer

This Grant Offer from the FAA is for phase one in a series of three Grants over the next several years covering the Runway Shift at the Spanish Fork/Springville Airport. This year's grant will cover the closure of 800 West Street which requires the construction of two Cul de Sac type turnarounds and improvements to the turn radii of the alternate traffic route. In addition the grant includes acquisition of the Rick Hansen Property for the South turn around, earth work for the Runway and earthwork for the Taxiway extension. Future phases will include additional land acquisition, earthwork and paving.

This FAA Grant will cover 90 percent of the Costs incurred in this phase. The State of Utah will be covering 5 percent and the remaining 5 percent will be paid for from the Airport Capital Improvement Fund as budgeted.

Cris Child
Airport Manager.

U.S. Department of Transportation

GRANT AGREEMENT

Federal Aviation Administration

Part I - Offer

Date of Offer:	**September XX, 2012**
Airport:	**Spanish Fork-Springville**
Project Number:	**3-49-0034-20**
Contract Number:	**DOT-FA12NM-10XX**
DUNS Number:	**073105488**

To: Cities of Spanish Fork and Springville, Utah (herein called the "Sponsor")

From: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

Whereas, the Sponsor has submitted to the FAA a Project Application dated August 10, 2011 for a grant of Federal funds for a project at or associated with the Spanish Fork-Springville Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

Whereas, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

Extend Runway 12/30 (Grading and Land),

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90.94 per centum thereof.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

Conditions

1. The maximum obligation of the United States payable under this offer shall be $1,050,000. For the purpose of any future grant amendments, which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

   $0 for planning
   $1,050,000 for airport development and noise program implementation

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.

3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. The sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before September 14, 2012, or such subsequent date as may be prescribed in writing by the FAA.

7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

Special Conditions

9. The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the "Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects," dated January 25, 2012, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

10. The Sponsor agrees to transition to the Delphi eInvoicing payment system when required by the FAA.

11. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

12. The Sponsor agrees to perform the following:

a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:

(1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.

(2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.

(3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).

(4) Qualifications of engineering supervision and construction inspection personnel.

(5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.

(6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.

c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

13. Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

14. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
    a. may not be increased for a planning project;
    b. may be increased by not more than 15 percent for development projects;
    c. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

15. The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Utah Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.

16. The Sponsor understands and agrees that in accordance with 49 USC 47111 no payments totaling more than 90% of the estimated Federal share for a project will be made until the Final Financial Close-out documentation has been received and reviewed by the FAA.

17. TRAFFICKING IN PERSONS:
    a. Provisions applicable to a recipient that is a private entity.
    1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
        i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
        ii. Procure a commercial sex act during the period of time that the award is in effect; or
        iii. Use forced labor in the performance of the award or subawards under the award.
    2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
        i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
        ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
            A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

18. The Sponsor shall provide for a Single Audit in accordance with Office of Management and Budget Circular A-133. The Sponsor shall submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/fac/collect/ddeindex.html. The Sponsor shall also provide one copy of the completed A-133 Audit to the Denver Airports District Office.

19. The Sponsor agrees to submit a **Federal Financial Report** (FAA Form SF-425) for all open grants to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.

The Sponsor further agrees to submit an **Outlay Report and Request for Reimbursement** (FAA Form SF-271 for construction projects) or **Request for Advance or Reimbursement** (FAA Form SF-270 for non-construction projects) to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
Manager, Denver Airports District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct. Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

Executed this _____ day of _____, 2012.

CITY OF SPANISH FORK, UTAH

(SEAL) _____
Sponsor's Designated Official Representative

Attest: _____ Title: _____

Title: _____

Certificate of Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 2012.

_____
Signature of Sponsor's Attorney

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct. Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

Executed this _____ day of _____, 2012.

CITY OF SPRINGVILLE, UTAH

(SEAL)

_____
Sponsor's Designated Official Representative

Attest: _____ Title: _____

Title: _____

Certificate of Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 2012.

_____
Signature of Sponsor's Attorney

ANNEXATION

REPORT TO THE CITY COUNCIL
SCHWARTZ ANNEXATION

Agenda Date: September 4, 2012.

Staff Contacts: Dave Anderson, Community Development Director.

Reviewed By: Development Review Committee, Planning Commission.

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

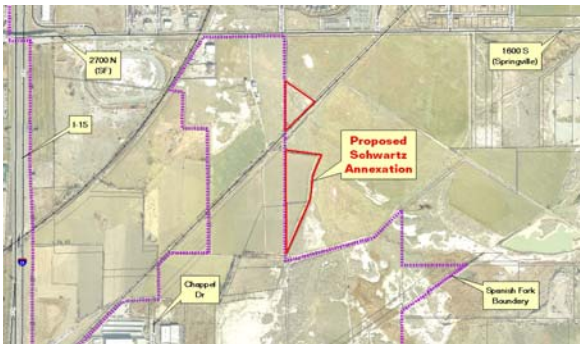
General Plan: Industrial.

Zoning: Industrial 1 proposed.

Project Size: 8.46 acres.

Number of lots: not applicable.

Location: approximately 1100 East and 2400 North.



Background Discussion

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

The subject properties are located in Spanish Fork City's Annexation Policy and Staff sees no issue that should impede their annexation at this time. Staff recommends that the properties be annexed and that they be zoned Industrial 1 upon annexation.

Development Review Committee

The Development Review Committee reviewed this proposal on July 25, 2012 and recommended that it be approved. Draft minutes from that meeting read as follows:

Schwartz
Applicant: Spanish Fork City
General Plan: Light Industrial
Zoning: Industrial 1 (proposed)
Location: approximately 2300 North 1100 East

Mr. Anderson explained the proposal was in our Annexation Declaration. Our ordinance requires that we do an Annexation Feasibility study.

Mr. Thompson said that SESD wants a $500 fee to process any type of annexation. This proposal does not have any SESD facilities in this area.

Mr. Peterson said that he had a letter from Springville stating that they do not have any facilities in the area.

Mr. Oyler **moved** to recommend **approval** of the Schwartz annexation and to zone it as Industrial 1. Mr. Sant **seconded** and the motion **passed** all in favor.

Planning Commission

The Planning Commission reviewed this proposal on August 15, 2012 and recommended that it be approved. Draft minutes from that meeting read as follows:

Schwartz
Applicant: Spanish Fork City
General Plan: Light Industrial
Zoning: Industrial 1 (proposed)
Location: approximately 2300 North 1100 East

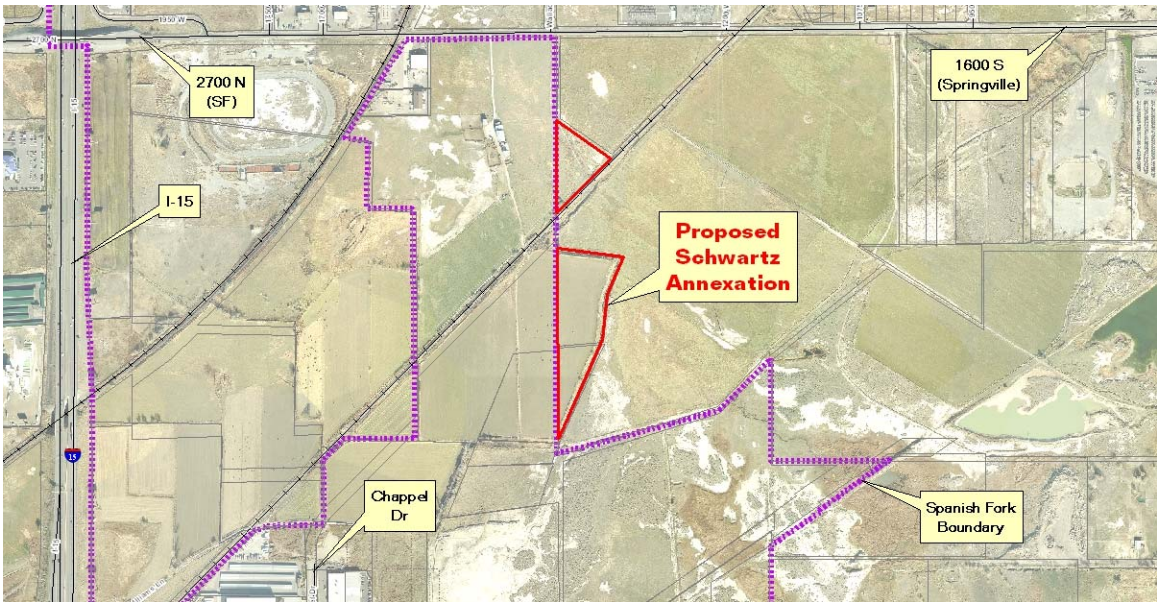
Mr. Anderson explained the City's annexation process. The DRC recommended that the annexation be approved with Light Industrial zoning.

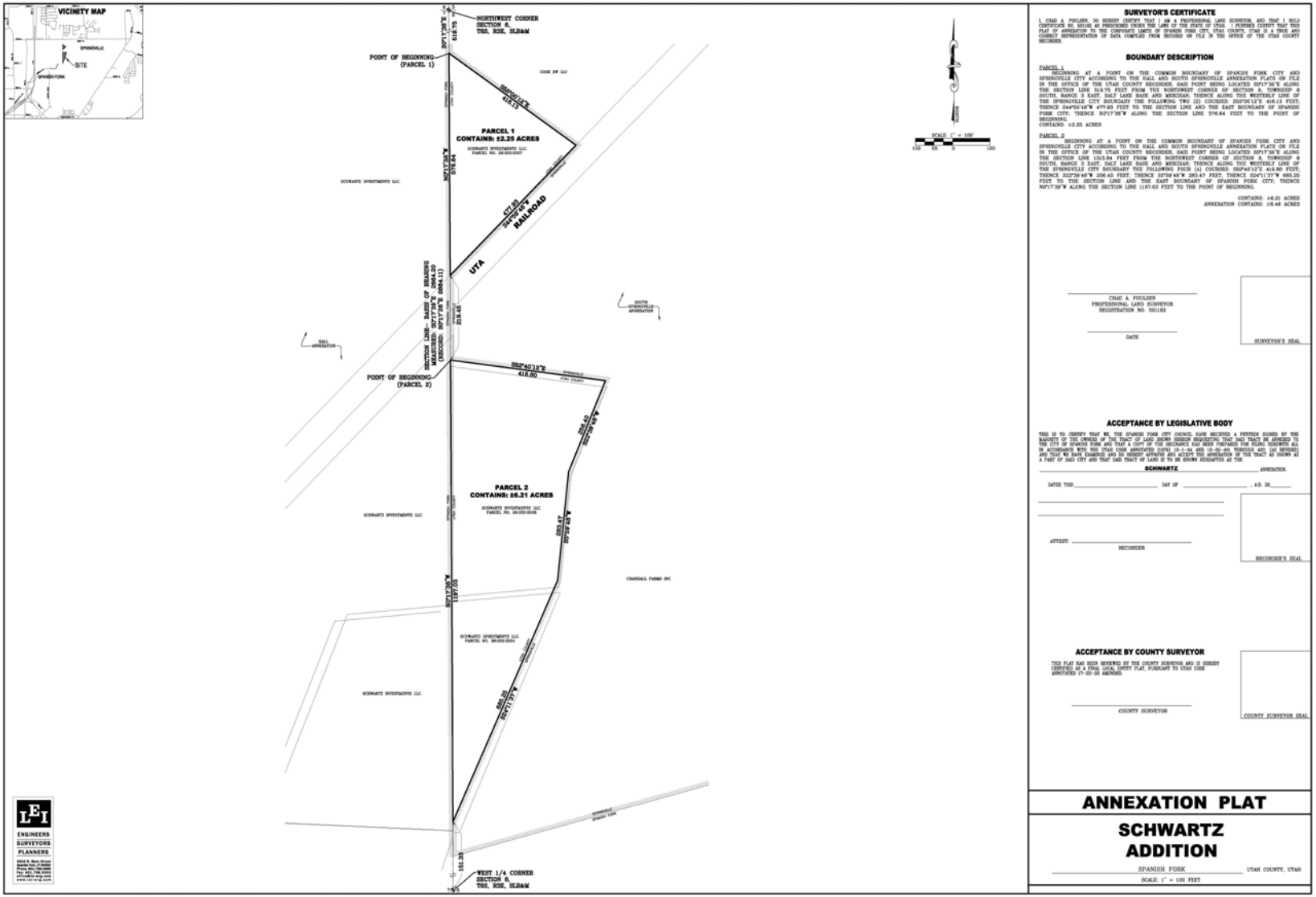
Discussion was held regarding the zoning, the need for the City to connect 1100 East with 2700 North and the existing railroad crossing.

Commissioner Gull **moved** to **approve** the Schwartz Annexation. Commissioner Sorensen **seconded** and the motion **passed** all in favor by a roll call vote.

Recommendation

Staff recommends that the proposed Schwartz Annexation be approved and that the properties be zoned Industrial 1.


2700 N
(SF)
1600 S
(Springville)
I-15
Proposed
Schwartz
Annexation
Chappel
Dr
Spanish Fork
Boundary



SURVEYOR'S CERTIFICATE

I, CHAD A. FOULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501162 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF SPANISH FORK CITY, UTAH COUNTY, UTAH IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

BOUNDARY DESCRIPTION

PARCEL 1

BEGINNING AT A POINT ON THE COMMON BOUNDARY OF SPANISH FORK CITY AND SPRINGVILLE CITY ACCORDING TO THE HALL AND SOUTH SPRINGVILLE ANNEXATION PLATS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER, SAID POINT BEING LOCATED N0°17'38"E ALONG THE SECTION LINE 919.19 FEET FROM THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE WESTERLY LINE OF THE SPRINGVILLE CITY BOUNDARY THE FOLLOWING TWO (2) COURSES: S88°42'12"E 418.13 FEET; THENCE S44°04'48"E 477.93 FEET TO THE SECTION LINE AND THE EAST BOUNDARY OF SPANISH FORK CITY; THENCE N0°17'38"W ALONG THE SECTION LINE 576.64 FEET TO THE POINT OF BEGINNING.
CONTAINS: ±2.25 ACRES

PARCEL 2

BEGINNING AT A POINT ON THE COMMON BOUNDARY OF SPANISH FORK CITY AND SPRINGVILLE CITY ACCORDING TO THE HALL AND SOUTH SPRINGVILLE ANNEXATION PLATS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER, SAID POINT BEING LOCATED N0°17'38"E ALONG THE SECTION LINE 1919.84 FEET FROM THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE WESTERLY LINE OF THE SPRINGVILLE CITY BOUNDARY THE FOLLOWING FOUR (4) COURSES: S88°42'12"E 418.50 FEET; THENCE S22°38'48"E 256.03 FEET; THENCE S0°58'48"W 283.47 FEET; THENCE S24°11'37"W 685.25 FEET TO THE SECTION LINE AND THE EAST BOUNDARY OF SPANISH FORK CITY; THENCE N0°17'38"W ALONG THE SECTION LINE 1197.03 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±6.21 ACRES
ANNEXATION CONTAINS: ±8.46 ACRES

CHAD A. FOULSEN
PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 501162

DATE

SURVEYOR'S SEAL

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE SPANISH FORK CITY COUNCIL, HAVE RECEIVED A PETITION SIGNED BY THE MAJORITY OF THE OWNERS OF THE TRACT OF LAND SHOWN HEREON REQUESTING THAT SAID TRACT BE ANNEXED TO THE CORPORATE LIMITS OF SPANISH FORK CITY, UTAH COUNTY, UTAH; THAT WE HAVE ADOPTED AND ENACTED AN ORDINANCE WHICH HAS THAT SAID TRACT ANNEXED; THAT WE HAVE CAUSED THE SAID ORDINANCE TO BE PREPARED FOR FILING WITH THE ORDINANCE BOOK; THAT SAID TRACT HAS BEEN DESIGNATED ZONING DISTRICT AND ZAC REVIEW; AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE

SCHWARTZ ANNEXATION.

DATED THIS _____ DAY OF _____, A.D. 20_____

ATTEST: _____
RECORDER

RECORDER'S SEAL

ACCEPTANCE BY COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

COUNTY SURVEYOR

COUNTY SURVEYOR SEAL

ANNEXATION PLAT

SCHWARTZ ADDITION

SPANISH FORK UTAH COUNTY, UTAH

SCALE: 1" = 100 FEET

SPANISH FORK CITY
Annexation Feasibility Report

Agenda Date:	September 4, 2012
Staff Contacts:	Jered Johnson, Engineering Division Manager
Reviewed By:	Development Review Committee
Subject:	Schwartz Annexation Report

SECTION 4

In order to evaluate the City's ability to provide municipal services to the proposed annexation, the following information is provided:

1. **Conformity to Master Plans for public utilities and facilities.**

   As the area develops all changes or improvements to the utilities shall be reviewed by the City Engineering office. The improvement designs for development will need to meet the requirements of the City Master Plans and Construction Standards.

   Capacity in utility systems, including that found in trunklines, tanks, plants, substations, reservoirs, etc. is reserved once a development is bonded or when a final residential plat is recorded. Often areas do not develop until a long time after they are annexed. We cannot guarantee what the capacity will be in our utility systems once development actually occurs. We have, however, made an effort to indicate whether there are existing capacity issues at the time of annexation.

   Drinking Water

   The minimum size for drinking water mains in new or improved roads proposed in the annexation area is 8 inches in diameter according to state regulation. At present, there are no water lines in the annexed area. The nearest water line to the annexed area is located at the end of Chappel Drive approximately 2,000 feet away. In accordance to the Drinking Water System Master Plan, a future 12-inch water line is required through the annexed property as the area develops. Currently there is adequate storage capacity in the water system for typical new development in this annexed area.

   Sanitary Sewer

   The minimum size for sanitary sewer mains in new or improved roads proposed in the annexation area is 8 inches in diameter according to state regulation. At present, there are no sanitary sewer system services the immediate area of the proposed annexation. The treatment plant currently has capacity for typical new development in the proposed annexation area. As the annexed area develops, detailed plans will be required for proposed sanitary sewer improvements in accordance to the Wastewater Master Plan and shall be approved by the City Engineer.

   Storm Drain

The minimum size for storm drain lines in new or improved roads proposed in the annexation area is 15 inches in diameter to accommodate some blockage and better facilitate cleaning. In accordance to the Strom Drainage Master Plan, 90-inch and 96-inch storm drain trunk lines shall be required through the annexed property as the area develops.

Pressurized Irrigation

The minimum size for pressurized irrigation mains in new or improved roads proposed in the annexation area is 6 inches in diameter. The City's pressurized irrigation system is not in the immediate area. The nearest pressurized irrigation line to the proposed annexed area is located in Main Street at 1600 North, 1600 feet away. Pressurized irrigation is also located at 300 West 900 North, 3,000 feet away. The masterplan requires a 12-inch pressurized irrigation line in 300 West along the annexation. Currently there is adequate storage capacity in the water system for typical new development in this annexed area

Streets

The minimum streets classification that can be built in the annexed area is the commercial local road with a 64-foot right-of-way. Per the Transportation Element of the General Plan, a Minor Arterial Street shall be constructed through the annexed area.

Surface Irrigation

The Spanish Fork Westfield Irrigation Company has existing ditches that run through the proposed annexation and continue beyond to existing users. Existing ditches in the area will need to be piped or abandoned as the area develops. This work will need to be coordinated and approved by the Spanish Fork Westfield Irrigation Company and the City Engineering office.

Parks and Trails

The Transportation Master Plan requires a Collector type trail through the annexed area as the property develops.

Power

The area in and around the proposed annexation is in the Springville City Service District. Springville City does not have any existing electrical services or cable services in the proposed annexation. This annexation will not disturb any Springville City electrical services. As this area develops, Spanish Fork City shall provide electrical services to the area. The minimum size for major electrical distribution circuits is 200 amps. The Electric Master Plan calls for a 600 amp circuit required as area develops. An existing 46KV Transmission Line runs through or along proposed annexation.

Communications

It is expected that all communications facilities will be installed at the time of development.

Gas

Contact Questar Gas for information related to the availability of natural gas in the area.

2. **Presence of unique utility/facility needs or requirements.**

   Aside from what has been noted in this report, the railroad crossing on 300 West is the only unique facility in the area.

3. **Presence of irrigation or other ditches and related facilities.**

   Aside from what has already been described in this report, there are no noteworthy ditches or irrigation facilities.

4. Public Safety evaluation.

   The City anticipates that the development of this and other annexations in the area will generate the need for additional police officers.

5. Presence of Sensitive Lands or Watershed Protection issues.

   Staff is aware of no sensitive lands or watershed protection issues relative to the proposed annexation. The City does not delineate or track where sensitive lands exist on private property.

6. Concept Plan's conformity with proposed zoning.

   To date, no concept plan has been formally reviewed for the proposed annexation.

7. Annexation Agreement.

   A draft copy of the Annexation Agreement accompanies this report.

ORDINANCE NO. 11-12

ROLL CALL

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

I MOVE this ordinance be adopted: Councilman _____
I SECOND the foregoing motion Councilman _____

ORDINANCE No. 11-12

AN ORDINANCE ESTABLISHING THE RIGHT TO KEEP POTBELLIED PIGS, SETTING THE REGULATIONS THEREOF, AND OTHER MINOR AMENDMENTS

WHEREAS, Spanish Fork City has adopted zoning regulations which regulate the number of animals located in various zones; and

WHEREAS, a resident has requested the City to consider allowing pot bellied pigs in residential zones as pets and presented research showing the size and demeanor of potbellied pigs; and

WHEREAS, the research indicates that having pot bellied pigs as pets can be acceptable as long as noise and odors are controlled and appropriate regulations are in place; and

WHEREAS, requiring a registration requirement will aid in enforcement and help prevent the spread of disease;

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

I.

Spanish Fork Municipal Code §6.20.010 is hereby amended by deleting the reference to Title 15, as follows:

6.20.010. Keeping of Chickens

Subject to the requirements of this chapter and any other applicable provisions of Title 6, Chapter 1, hen chickens (and no roosters) regardless of age, in the numbers set forth below, may be kept on a lot or parcel of land in any residential zone. The following applies:

(A) ~ (F) [no change]

II.

Spanish Fork Municipal Code Title 6, Chapter 24, Pot Bellied Pigs is hereby created as follows:

Chapter 6.24. Pot Bellied Pigs

6.24.010 Keeping of Pot Bellied Pigs
6.24.020 Requirements
6.24.030 Permit Required
6.24.040 Violation

6.24.010. Keeping of Pot Bellied Pigs.

Subject to the requirements of this chapter and any other applicable provisions of Title 6, Chapter 1, one purebred pig commonly known as a Vietnamese, Chinese, or Asian pot bellied pig, but no other kind of swine, may kept as a pet within the City. A pot bellied pig kept on residential property within the City shall be kept as a pet for personal enjoyment, and not kept or raised for breeding, sale, or human consumption.

6.24.020. Requirements.

To keep a pot bellied pig in a residential area within the City, the following requirements shall be met:

1. The pig may be no more than twenty-two (22) inches high at the shoulder;
2. The pig may weigh no more than 150 pounds;
3. Any pig over four months of age shall be spayed or neutered;
4. Any pig over four months of age shall be vaccinated by a licensed veterinarian;
5. Any pig allowed to leave the owner's premises shall be on a leash and accompanied by a responsible person.

6.24.030. Permit Required.

A permit to keep a pot bellied pig in residential zones pursuant to the terms of this ordinance is required. A person desiring to have a pot bellied pig shall obtain a permit for the location where the pig is to be kept. Permits may be obtained from the animal control officer. A tag, indicating the permit has been issued, is to be attached to a collar, shoulder harness, or other means to be worn by the pig at all times. The price of the permit shall be established by resolution of the City Council, or in the annual budget.

6.24.040. Violation.

It is a class C misdemeanor to violate any provision of this chapter.

III.

This Ordinance shall take effect 20 days after passage and publication.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this 4th day of September, 2012.

_____

G. WAYNE ANDERSEN, Mayor

Attest:

_____

KENT R. CLARK, City Recorder

TO: Spanish Fork City Mayor and City Council

FROM: Chris Thompson, Public Works Director

DATE: August 30, 2012

RE: Contract – Official Acceptance of the State Trail Grant for the Sports Park Connector Trail

We have applied for and been approved to receive $100,000 for the construction of the Sports Park Connector Trail which connects the Sports Park Trail to the Trail on the east side of Main St. We are asking you to approve this contract so the Mayor can sign it. We will then move forward in obtaining the $100,000 to help construct that trail. There is no match. However, the state has indicated that they will reimburse the funds upon receipt of satisfactory documentation of total trail project expenditures and certification that the project has been completed as proposed in the project application. The project must be started within 180 calendar days and completed before December 31, 2014.

State Contract #:_____
Vendor #:_____
Commodity Code:_____

UTAH DIVISION OF STATE PARKS AND RECREATION
NON-MOTORIZED TRAIL MATCHING FUND PROGRAM

FISCAL ASSISTANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, between the UTAH DIVISION OF STATE PARKS AND RECREATION, hereinafter referred to as the DIVISION, and Spanish Fork City, qualifying under this agreement as a federal agency, state agency, or political subdivision of the State of Utah and hereinafter referred to as the PARTICIPANT.

WHEREAS, the DIVISION and the PARTICIPANT desire to provide for the planning, acquisition, construction, or improvement of non-motorized trails and associated facilities in Utah; and,

WHEREAS, the Federal Recreational Trails Program (RTP) funds for this purpose to be matched by the PARTICIPANT for said project of planning, acquisition, construction, or improvement of non-motorized trails and associated facilities herein after described: and,

WHEREAS, federal agencies are authorized to enter into this agreement under provisions of the Granger-Thye Act of April 24, 1950, (16 U.S.C. 490, 504-504a, 555, 557, 571c, 572, 579a, 580c-5801, 581 i-l), specifically Sec. 5; the Cooperative Funds Act of June 30, 1914 (CH. 131, 38 Stat. 415, as amended: 16 U.S.C. 498); and the Federal Land Policy and Management Act of 1976 (FLPMA), Public Law 94-579.

NOW, THEREFORE, the DIVISION and PARTICIPANT hereby agree as follows:

PROJECT EXECUTION FOR:	Sports Park Connector Trail
TOTAL AMOUNT OF RTP FUNDING	$ 100,000.00
TOTAL AMOUNT OF PARTICIPANT FUNDING	$ 316,415,00
TOTAL TRAIL PROJECT EXPENDITURES	$416,415.00

UTAH DIVISION OF STATE PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT

1. The DIVISION shall reimburse the PARTICIPANT up to a total of **$100,000.00** from funds made available from the Federal Recreational Trails Program (RTP) and/or State of Utah upon receipt of satisfactory documentation of total trail project expenditures and certification that the project has been completed as proposed in the project application, which application, by reference has been is made part of this agreement. Said project shall be started within one hundred eighty (180) calendar days and be completed on or before **December 31, 2014**.

2. The PARTICIPANT shall comply with all applicable Federal and State Statutes and will be responsible for obtaining any necessary permits and approvals prior to commencement of the project, such as the RTP Environmental Study Check List.

3. Each contract the PARTICIPANT signs with a contractor (and each subcontractor the prime contractor signs with a subcontractor) must include the following assurance:

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, nation origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material break of this contract, which may result in the termination of this contract or such other remedy, as the Division deems appropriate.

4. The PARTICIPANT, excluding federal agencies, shall indemnify the State of Utah and its officers, agents, and employees against and hold the same free and harmless from any and all claims, demands, losses, costs, and/or expenses of liability due to, or arising from, either in whole or in part, whether directly or indirectly, and relative to, the execution of this project, subject to and in accordance with the provisions and limitations contained within the Utah Governmental Immunity Act and the Utah Public Employees Indemnification Act.

5. The PARTICIPANT agrees that the project area acquired, developed or improved pursuant to this agreement shall not be converted to other than public motorized and/or non-motorized recreational trail use without written notice to the Director of the Utah Division of State Parks and Recreation. Furthermore, if a trail developed with National Recreational Trail and/or State Funds is converted to other use, another trail of comparable value, as mutually agreed by both parties, in the same general location, will be provided by the PARTICIPANT.

6. The PARTICIPANT shall maintain all facilities and property covered by this agreement in a safe, usable, and attractive condition. The DIVISION makes no claims to ownership nor management interests of facilities constructed pursuant to this agreement on lands legally owned by the PARTICIPANT.

7. The PARTICIPANT shall provide suitable permanent public acknowledgment of State participation at the project site. Such acknowledgment shall at least be the display of a sign, the design of which to be made by mutual agreement.

B. TERMINATION

1. The PARTICIPANT, upon written notice to the Division and by refunding all monies received pursuant to this agreement, may unilaterally rescind this agreement prior to the commencement of the project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement. The project shall be deemed commenced when the PARTICIPANT makes any expenditure of funds provided in this agreement or incurs any financial obligation with respect to the project.

2. The PARTICIPANT shall, at no cost to the DIVISION, execute, complete, operate and maintain the approved Project in accordance with the approved Project Proposal and applicable plans and specifications, which documents are by this reference made part hereof. Failure to render satisfactory progress or to complete the Project may be cause for the suspension of all obligations of the DIVISION under this agreement. In the event this agreement is terminated under the provisions of this paragraph and in the event the Project has not been brought up to a useful stage at the time of such termination, the PARTICIPANT shall reimburse to the DIVISION all payments, which have been received by the PARTICIPANT under this agreement.

3. Failure by the PARTICIPANT to comply with the terms of this agreement, if not corrected within thirty (30) days after written notice from the DIVISION, shall be cause for suspension of all obligations of the DIVISION hereunder and may result in a declaration by the DIVISION that the PARTICIPANT is ineligible for participation in DIVISION sponsored grant programs.

C. FINANCIAL RECORDS

1. The PARTICIPANT shall conform to generally accepted accounting principles and shall maintain its fiscal accounts in a manner that provides an audit trail of payments adequate to establish that such funds have been used in accordance with this agreement.

2. The PARTICIPANT shall provide to the DIVISION a fiscal report within sixty (60) days after completion of the project, or within sixty (60) days of the contract expiration date on forms to be provided by the DIVISION. Said report shall include an accounting of project expenditures and assurances that all monies paid to the PARTICIPANT by the DIVISION under this agreement were used for the planning, acquisition, construction, or improvement as herein described. Said report shall also include a summary list of all personnel, supplies, materials and construction costs associated with this project in a manner prescribed by the DIVISION.

3. The DIVISION, upon reasonable notice, shall have access to and the right to examine such books, documents, papers or records as the DIVISION may reasonably require.

4. The PARTICIPANT agrees to make immediate monetary restitution for any disallowances of costs or expenditures determined through audit or inspection by the DIVISION.

FURTHER, the PARTICIPANT shall prosecute all phases and aspects of the project in a timely manner and shall in all respects comply with the terms, conditions, covenants and other obligations of this agreement. It is understood and agreed that the PARTICIPANT shall have the basic responsibility for all phases and aspects of the project and that all phases of the project are subject to review and acceptance by the DIVISION.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the year and day first above written:

Spanish Fork CITY

_____

Signature Date

_____

Title

UTAH DIVISION OF STATE PARKS & RECREATION

_____

Director Date

_____

Budget Officer Date

DIVISION OF FINANCE

_____

Authorized Officer Date