



AMENDED CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on April 2, 2013**.

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 be made within these limits should be submitted in writing. The Mayor or Council may restrict the comments beyond these guidelines.

- a. * [Agenda Request – Iralea Pace, Residential Kennel Permit Restrictions on Unaltered Animals](#)

3. COUNCIL COMMENTS:

4. SPANISH FORK 101: Don Thomas – Great Utah Shakeout

5. CONSENT ITEMS:

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

- a. * [Minutes of Spanish Fork City Council Meeting – March 5, 2013](#)
- b. * [Spanish Fork River Trail MAG Grant, Federal Aid Agreement](#)
- c. * [Center Street 1150 East to US 6 MAG Grant, Federal Aid Agreement](#)
- d. * [200 East Center Street to 900 North Water Replacement Project, Change Order 4](#)
- e. * [Powerhouse Road Diversion Line, Change Order 1](#)

6. PUBLIC HEARING:

- a. * [Donation in the form of a Fee Waiver for the Daughters of Utah Pioneers for installation & monthly SFCN Internet usage for the Memorial Building at 400 North Main Street](#)
- b. * [Zone Change for property located at approximately 1500 North State Road 51. The proposal would change the zoning from Rural Residential to R-1-6 on approximately 44 acres.](#)

7. NEW BUSINESS:

- a. * [Fritzi Realty Contract Addendum](#)
- b. * [Proposed McInelly Preliminary Plat – The proposal would create two lots at approximately 3000 East Spanish Oaks Drive on a 3.6 acre parcel.](#)
- c. * [Proposed West Gate Manor Preliminary Plat – The proposal involves reapproving the existing West Gate Manor development to permit the completion of the last two phases.](#)
- d. * [Proposed Meadow Creek Preliminary Plat – This proposal would create 191 lots located on approximately 44 acres in the vicinity of 1500 North State Road 51.](#)
- e. * [River Debris and Tree Removal Project, Change Order 1 & 2 to Extend Project to I-15 & through the Golf Course.](#)

8. CLOSED SESSION:

- a. Sale of Property
- b. Potential Litigation

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.



AGENDA REQUEST FORM

Date of Meeting Requested to Attend: April 2 (or) April 16

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

Name: Tracie Pace
Address: [REDACTED]
Phone Number: [REDACTED]

Please list the subject and detailed information regarding your request:

I would like to approach the city council regarding the Residential Kennel permit's restrictions on unaltered animals.

I currently own two pets—an AKC Golden Retriever that I co-own with a local breeder, and a CFA Sphynx cat. I intend to breed both animals, and will shortly be applying for a city and state business license for that purpose.

I have been offered the opportunity to co-own a second dog with this same breeder. This dog is a 2nd generation Labradoodle who has just weaned her very first litter of puppies. Both dogs would be family pets, and will produce high-quality Goldendoodle and Labradoodle puppies.

But as I read the municipal code to determine what requirements I needed to meet to get started, I discovered that even after purchasing a residential kennel permit, I cannot have more than two intact/unaltered animals.

The oldest of these animals is only three years old, and is still able to produce a few more litters. The other two are at the very beginning of their breeding years. I do not want to alter any of these animals, as they are an excellent source of potential revenue for me as a hobby breeder who loves my animals.

I have since that time browsed the municipal codes of (literally) a dozen other cities in Utah County. The number and combinations of permissible pets varies quite a bit from city to city but of all those cities, SPANISH FORK IS THE ONLY CITY WHO REQUIRES OUR CITIZENS TO ALTER THEIR ANIMALS. We are also the most restrictive of any city on the number of pets allowed without a "Residential Kennel" permit.

I request that applicants for a Residential Kennel permit be allowed full freedom to have all four animals unaltered, should we so desire, and therefore ask that Spanish Fork remove the stipulations governing an owner's right to retain their animals in an intact condition.

Tracie Pace

March 28, 2013

Tentative Minutes
Spanish Fork City Council Meeting
March 5, 2013

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

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

Citizens Present: Tom Woodhouse, Anne Jex, Dana Robinson, Sydney Brumfield, Heather Woodhouse Harms, Allison Woodhouse, Cris Child, Matt Taylor, Gary A. Carter, Judy Woodhouse, Mary Carol Canfield (Woodhouse), Letitia Ellen Tucker, Naomi Roberts, Robin Atwood, Serena & George Benisa, Landon & Kayla Andrews, Gordon F. Ludlow, Keith Wilson, Janae Wilson, Garrett Dedrickson, Bill Bushman, David Bradford, Brett Woodhouse, Jordan Woodhouse, Sara J. Woodhouse, Ralph Woodhouse, Cara Brooke, Emily Brooke, Michael Brooke, unknown, Lori Cable, Candace Goodwin, Shane Graff, Micah Eastwood, Brian Eastwood, Hunter Flick, Emily Clark, Weston Ware, Kaeli Lamb, Miranda Pratt.

CALL TO ORDER, PLEDGE, RECOGNITION:

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

Councilman Leifson led in the pledge of allegiance.

Justin Boots Best Footing Award

Steve Money announced that the Fiesta Days rodeo tickets will be on sale on the website tomorrow at 8:00am. The Wild Child is back, so tickets will sell out fast. Mr. Money said the rodeo committee attended the PRCA Convention in Las Vegas and the Fiesta Days Rodeo received two awards. One of the awards was for 2nd place for the Justin Boots Best Footing Award. The dirt is very important in a rodeo arena; the ground has to be just right so it is safe & fair for all contestants competing. Mr. Money wanted to thank the two employees that put their heart and soul into taking care of the ground. Landon Andrews and Heath Atwood were presented each a check for \$250.00.

Ron Warner & Kevin Parker with the Diamond Fork Riding Club invited everyone to the Fiesta Days Queen Contest on March 23rd starting at noon.

PUBLIC COMMENTS:

Dana Robinson, Mr. Media, announced to the public that the Michael Martin Murphy concert will be at the Spanish Fork Arena June 15th. Mr. Robinson said the first 1000 emails to him will receive discounted tickets.

Naomi Roberts said she attended the Bills and Bagels meeting this past Saturday. Ms. Roberts is following HB 148 which is the implementation of the transfer of lands act and she is here to ask the Council for support to have the federal lands returned to the state. Ms. Roberts presented some documents concerning information about HB 148 to the Council.

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Emily Tucker asked if Spanish Fork City is considering participating in “Agenda 21”.

Mayor Andersen said they have received some information but have not done anything one way or the other. Mayor Andersen asked if Ms. Tucker could provide some information to the City Council.

Ms. Tucker said she would get the council information and clarified that she is against Agenda 21.

Mayor Andersen had Emily Brook read her letter she wrote to the Mayor and City Council asking for signs and maps to be placed along the river trail so people do not get lost.

Mayor Andersen asked staff to look into signs & maps for the trail system and report back to the council.

Mayor Andersen moved the agenda item regarding the Woodhouse Field up on the agenda.

NEW BUSINESS:

Adding “Woodhouse Field” to the name of the Spanish Fork/Springville Airport

Cris Child and Matt Taylor gave a presentation.

Carol Canfield is very thankful to the City for doing this for their father.

Tom Woodhouse feels that his father is a pioneer in aviation in the western states. Mr. Woodhouse thanked the City for their support.

Councilman Davis made a **Motion to approve** adding “Woodhouse Field” to the name of the Spanish Fork/Springville Airport.

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

COUNCIL COMMENTS:

Councilman Scoubes gave an update from the solid waste board meeting.

Councilman Leifson gave an update from the UMPA & SUVPS meetings.

Councilman Davis gave an update from the SUVMWA meeting. Councilman Davis reminded the public that Fiesta Days is only four months away.

Councilman Gordon invited the public to the Miss Spanish Fork Pageant this Saturday March 9th at 7:00pm.

SPANISH FORK 101: Web Interactive Map-Shawn Beecher

CONSENT ITEMS:

- a. Minutes of Spanish Fork City Council Meeting – February 19, 2013
- b. Inspection and Testing Services Agreement
- c. Golf Cart Lease Agreement

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

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

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100 **PUBLIC HEARING:**

101 **Gary Carter Zone Change – This proposal would change the zoning of approximately two acres**
102 **located at 450 West 100 South from R-1-8 to R-3**

103 Dave Anderson said this proposal is to change the zoning from R-1-8 to R-3 so the applicant can
104 construct twin homes on the property. The Development Review Committee & Planning
105 Commission recommends approval.

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

108 Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:59 p.m.

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110 Mayor Andersen welcomed any public comment.

111

112 Janae Wilson is a resident who lives by this property and would like the zone to stay the way it is
113 so duplexes cannot be constructed.

114

115 Gary Carter, the applicant, said their plan from the start was to develop a senior community. Mr.
116 Carter explained the happenings of this project.

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

119 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 7:05 p.m.

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121 Councilman Dart asked if basements are allowed in the area which will indicated whether
122 basements can be built.

123

124 Chris Thompson said that the City requires a geo tech report when the development is
125 submitted.

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127 Mayor Andersen asked Mr. Anderson what the R-3 zone includes.

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129 Mr. Anderson said the R-3 zone adds multi-family homes.

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131 Councilman Leifson made a **Motion** to **approve** the Gary Carter Zone Change – This proposal
132 would change the zoning of approximately two acres located at 450 West 100 South from R-1-8
133 to R-3.

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

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136 **ADJOURN:**

137 Councilman Dart made a **Motion** to **adjourn** to Closed Session to discuss Land Acquisition.

138 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:15 p.m.

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140 **ADOPTED:**

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Angie Warner, Deputy Recorder



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: March 15, 2013
Re: Spanish Fork River Trail MAG Grant, Federal Aid Agreement

Staff Report

The Mountainland Association of Governments has selected the Spanish Fork River Trail project for \$1,800,000 of funding. This agreement is to provide that funding. We request that the city council ratify the Spanish Fork City Finance Director's signature on this agreement.

Attached: agreement





State of Utah

GARY R. HERBERT
Governor

GREG BELL
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

JOHN R. NJORD, P.E.
Executive Director

CARLOS M. BRACERAS, P.E.
Deputy Director

March 5, 2013

Mr. Jared Johnson
Spanish Fork City
40 S MAIN
PO BOX 358
SPANISH FORK, UT 84660

Dear Mr. Johnson;

Re: PIN No. **10962**
Project No. **F-LC49(142)**
PIN Description **Spanish Fork River Trail**
FAA No. **13-8558**

Enclosed is a fully executed copy of the Federal Aid Agreement for the subject project. This copy is for your files.

For future correspondence sent to the Utah Department of Transportation, please include the project number and Federal Aid Agreement number in your correspondence. This will help us process your request in a timely manner.

If you have any questions, please contact Michael R. Butler at (801) 965-4419 or michaelbutler@utah.gov.

Sincerely,

Gaye Hettrick
Consultant Services

Enclosure

cc: Michael R. Butler, Contract Administrator, w/att.
Justin Schellenberg, UDOT Project Manager, w/att.
Systems Planning & Programming, w/att.
File Copy, w/att.



State of Utah
Department of Transportation



Federal Aid Agreement for Local Agency Project CFDA No. 20.205	Spanish Fork City - Jared Johnson	Maximum Project Value Authorized
	18179	\$1,800,000
PIN Number 10962 FINET Number 53859 FMIS Number F008582	Project Number F-LC49(142) PIN Description Spanish Fork River Trail	Agreement Number (Assigned By Comptrollers) 138558
		Date Executed

The Utah Department of Transportation (UDOT) will authorize the Local Agency to proceed on the project upon execution of this agreement providing the Local Agency has complied, or hereby agreed to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102, A-87, and A-133, (4) Utah State Code, (5) Utah Department of Transportation Local Government and State Aid Project Guide, (6) the Federal Aid Project Agreement entered into between UDOT and the Federal Highway Administration (FHWA), relative to the above project. Federal funds which are to be obligated for the project may not exceed the amount shown herein, without written authority by UDOT, subject to the approval of FHWA. All project costs not reimbursed by FHWA shall be the responsibility of the Local Agency. The Local Agency is responsible for all increased costs to UDOT if the Local Agency decides not to proceed after signing this agreement. No costs are eligible for federal-aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

State Wide Transportation Improvement Program STIP 2013 - 2016

Fund*	Prior	2013	2014	2015	2016	Total	Fed Aid	State	Other	Pct
STP_URB_P/O	\$0	\$200,000	\$400,000	\$0	\$1,200,000	\$1,800,000	\$1,678,140	\$0	\$121,860	6.77%
Total:	\$0	\$200,000	\$400,000	\$0	\$1,200,000	\$1,800,000	\$1,678,140	\$0	\$121,860	6.77%

*<http://www.udot.utah.gov/go/stipfundtable>

Upon signing this agreement the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT. Phases typically include environmental, design, right-of-way and construction. The local match for this project is represented by the percentages of the Total Project Value shown above. In addition the Local Agency agrees to pay 100% of the overruns that exceed \$1,800,000 and any ineligible costs when requested by UDOT.

UDOT will request payment of matching shares and overruns through an email that will be sent to Jared Johnson at JJOHNSON@SPANISHFORK.ORG the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Spanish Fork City Official
By Kent R. Clark Date 2/25/13
Finance Director Kent R Clark

Utah Department of Transportation
By [Signature] Date 2/26/13
Region Director

By Cherise Young Date 3-4-13
Comptrollers Office

Provisions

I. Roles and Responsibilities:

In accordance with 23 U.S.C. 106© and 23 CFR 635.105 the Utah Department of Transportation is responsible for acting on behalf of the Federal Highway Administration in the determination of federal-aid eligibility on all Local Agency Federal-aid projects as described in Appendix C of the FHWA-UDOT Stewardship Oversight Agreement.

II. Project Authorization for Federal-aid:

The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any Federal-aid project. Federal funds shall not participate in costs incurred prior to the date of Authorization except as provided by 23 CFR 1.9(b).

III. Agreement provisions:

The Local Agency accepts and agrees to comply with the applicable terms and conditions set forth in title 23, U.S.C., the regulations issued pursuant thereto, the policies and procedures promulgated by FHWA relative to the designated project covered by the agreement, and all other applicable Federal laws and regulations.

IV. Liability:

Local Agency agrees to hold harmless and indemnify UDOT, its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the Local Agency's negligent acts, errors or omissions in the performance of this project, and from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of Indemnities' failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from Local Agency's negligent acts, errors or omissions in the performance of this project.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the Local Agency of its duty in the performance of this project or to ensure compliance with acceptable standards.

V. Termination:

This agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing
- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
- c. By UDOT for the convenience of the State upon written notice to the Local Agency.

- d. Upon satisfactory completion of the provisions of this agreement.
- e. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

VI. Single Audit Act:

The Local Agency, as a sub-recipient of federal funds, shall adhere to the Federal Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. A sub-recipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provision of OMB Circular A-133. Upon conclusion of the A-133 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

VII. Maintenance:

The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with State and Federal requirements. Future utility installations will be made according to UDOT's "Regulations for the Accommodation of Utilities on Federal-aid and Non Federal-aid Highway Right-of-Way."

VIII. Availability of Records:

For a period not less than three (3) years from the date of final project close out with Federal Government, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the State and Federal Government, or furnished upon request.

IX. Payment and Reimbursement to UDOT:

UDOT shall not be ultimately responsible for any of the cost of the project. The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the Federal Government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs.

Funds requested beyond the amount set forth will require execution of a Supplemental Financial Agreement.

If the project overruns in costs, the Local Agency shall pay the additional amount required within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made.

If the advanced amount exceeds the Local Agency's share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial close out of the project.

UDOT shall provide the Local Agency with a quarterly statement reflecting a cost summary of project costs.

X. Reimbursement Claims by Local Agency:

The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved by the Federal government.

XI. Right of Way:

The Local Agency shall comply with 23 CFR 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR 710.203 <http://www.gpoaccess.gov/cfr/retrieve.html> (6) Property not incorporated into a project funded under title 23 of the United States Code.

For real property disposals the Local Agency shall comply with 23 CFR 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR 710.409 and 710.403. This requires that the Federal share of net income from the sale or lease of real property acquired with Federal assistance be used for Title 23 eligible projects. Refer to <http://www.gpoaccess.gov/cfr/retrieve.html> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate Metropolitan Planning Organization or the Joint Highway Committee.

For UDOT right-of-way certifications required for advertising access the following:
<http://www.udot.utah.gov/main/f?p=100:pg:::1:T,V:808,34728>

XII. Change in Scope and Schedule:

Local Agency recognizes that if a project scope changes from the original intent of the project

application, the project will need to be re-evaluated by the responsible agency that programmed the project. Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders.

At the Local Agency's request, UDOT will initiate change orders that cover betterments.

The Local Agency agrees they will be responsible for 100% of the costs of all change orders on the project not reimbursed by FHWA.

XIII. UDOT Service Costs:

UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. Appropriate charges for these costs will be included in invoices to the Local Agency.

XIV. H.B. 296 (UCA 72-6-108.5. Class B and C Roads – Federal-aid Highway Construction Contracts):

If the local authority desires to participate as provided in H.B. 296 (General Session 2011) to be an additional contracting party and included as an additional bondholder or obligee on the performance bond, a signed letter is to be included as an attachment to this Federal Aid Agreement. This letter must be on Local Agency letterhead and signed by the same individual that has signed the first page of this Federal Aid Agreement. This provision applies only to Federally Funded projects and only on B and C roads. *(Provision added November 7, 2011.)*

XV. Content Review

Language content was reviewed and approved by the Utah AG's office on November 7, 2011.

GENERAL (FHWA) PROVISIONS FOR FEDERAL-AID AGREEMENT

1. **General Provisions:** The Grantee will comply with all Federal laws and requirements which are applicable to grant agreements, and imposed by the Federal Highway Administration (FHWA) concerning special requirements of law, program requirements, and other administrative requirements.
2. **Modification:** This agreement may be amended at any time by a written modification properly executed by both the FHWA and the Grantee.
3. **Retention and Custodial for Records:**
 - (a) Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of three (3) years, with the following exception:
 - (1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation claims, or audit findings involving the records have been resolved.
 - (2) Records for non-expendable property, if any, required with Federal funds shall be retained for three years after its final disposition.
 - (3) When records are transferred to or maintained by FHWA, the 3-year retention requirement is not applicable to the recipient.
 - (b) The retention period starts from the date of the submission of the final expenditure report.
 - (c) The Secretary of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the recipient, and its contractors and subcontractors, to make audits, examinations, excerpts, and transcriptions.
4. **Equal Employment Opportunity:**
 - (a) The application/recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
 - (b) The application/recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.
 - (c) The applicant/recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap or age and that it has or will develop and submit to FHWA by August 1 an affirmative action plan consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608.
5. **Copeland Act:** All contracts in excess of \$2,000 for construction or repair awarded by recipient and its contractors or subcontractors shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, and person employed in the construction, completion, or repair of public work, or give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to FHWA.
6. **Davis-Bacon Act:** When required by the Federal program legislation, all construction contracts awarded by the recipient and its contractors or subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the G/CAO.
7. **Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by recipient in excess of \$2,500 that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1-2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act if applicable to construction work provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
8. **Access to Records:** All negotiated contracts (except those of \$10,000 or less) awarded by recipients shall include a provision to the effect that the recipient, FHWA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.
9. **Civil Rights Act:** The recipient shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in accordance with Title VI of that Act, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied that benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient received Federal financial assistance and shall immediately take any measures necessary to effectuate this Agreement. It shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where:
 - (a) The primary purpose of and instrument is to provide employment, or
 - (b) Discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
10. **Nondiscrimination:** The applicant/recipient hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d), related nondiscrimination statutes, and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the applicant/recipient receives Federal financial assistance. The specific requirements of the United States Department of Transportation standard Civil Rights assurances with regard to the States' highway safety programs (required by 49 CFR 21.7 and on file with the U.S. DOT) are incorporated in this grant agreement.
11. **Rehabilitation Act:** The recipient shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education, and Welfare (45 CFR, Parts 80, 81, and 84), promulgated under the foregoing statute. It agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, and that it shall take any measures necessary to effectuate this Agreement.
12. **Government Rights (Unlimited):** FHWA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FHWA.
13. **Accountability of equipment acquired in prior years will be transferred to the current year Grant. An updated inventory list will be provided by FHWA.**
14. **This Grant is subject to the conditions specified in the enclosed Negotiation Document.**
15. **Drug-Free Workplace:** By signing this agreement, the recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. Sec. 701 et seq.) and implementing regulations (49 CFR Part 29), which require, in part, that grantees prohibit drug use in the workplace, notify the FHWA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.
16. **Limitation on Use of Federal Funds for Lobbying for Grants in Excess of \$100,000:** By signing this agreement the recipient declares that it is in compliance with 31 U.S.C. Sec. 1352, which prohibits the use of Federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FHWA, signing this agreement constitutes a declaration that no funds, including funds not Federally appropriated, were used or agreed to be used to influence this grant. Recipients of subgrants in excess of \$100,000 must make the same declarations to the grant recipient. With respect to the payment of funds not Federally appropriated by the recipient and sub-recipients, the recipient must report to the FHWA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

50036.2-M-34b

Form FHWA-1273 (Rev. 3-94)



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: March 15, 2013
Re: Center St 1150 E to US 6 MAG Grant, Federal Aid Agreement

Staff Report

The Mountainland Association of Governments has selected Center Street from 1150 East to US 6 and Cut Bridge for \$3,053,000 of funding. This agreement is to provide that funding. We request that the city council ratify the Spanish Fork City Finance Director's signature on this agreement.

Attached: agreement





State of Utah

GARY R. HERBERT
Governor

GREG BELL
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

JOHN R. NJORD, P.E.
Executive Director

CARLOS M. BRACERAS, P.E.
Deputy Director

March 5, 2013

Staff Engineer Cory Pierce
Spanish Fork City
40 S MAIN
PO BOX 358
SPANISH FORK, UT 84660

Dear Staff Engineer Pierce;

Re: PIN No. **10961**
Project No. **F-LC49(141)**
PIN Description **Spanish Fork Center Street/US-6 Intersection**
FAA No. **13-8559**

Enclosed is a fully executed copy of the Federal Aid Agreement for the subject project. This copy is for your files.

For future correspondence sent to the Utah Department of Transportation, please include the project number and Federal Aid Agreement number in your correspondence. This will help us process your request in a timely manner.

If you have any questions, please contact Michael R. Butler at (801) 965-4419 or michaelbutler@utah.gov.

Sincerely,

Gaye Hettrick
Consultant Services

Enclosure

cc: Michael R. Butler, Contract Administrator, w/att.
Justin Schellenberg, UDOT Project Manager, w/att.
Systems Planning & Programming, w/att.
File Copy, w/att.



State of Utah
Department of Transportation



Federal Aid Agreement for Local Agency Project CFDA No. 20.205	Spanish Fork City - Cory Pierce	1 8 1 8 0	Maximum Project Value Authorized
			\$3,053,000
PIN Number 10961 FINET Number 53858 FMIS Number F008581	Project Number F-LC49(141)		Agreement Number (Assigned By Comptrollers)
	PIN Description Spanish Fork Center Street/ US-6 Intersection		1 3 8 5 5 9
			Date Executed

The Utah Department of Transportation (UDOT) will authorize the Local Agency to proceed on the project upon execution of this agreement providing the Local Agency has complied, or hereby agreed to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102, A-87, and A-133, (4) Utah State Code, (5) Utah Department of Transportation Local Government and State Aid Project Guide, (6) the Federal Aid Project Agreement entered into between UDOT and the Federal Highway Administration (FHWA), relative to the above project. Federal funds which are to be obligated for the project may not exceed the amount shown herein, without written authority by UDOT, subject to the approval of FHWA. All project costs not reimbursed by FHWA shall be the responsibility of the Local Agency. The Local Agency is responsible for all increased costs to UDOT if the Local Agency decides not to proceed after signing this agreement. No costs are eligible for federal-aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

State Wide Transportation Improvement Program STIP 2013 - 2016

Fund*	Prior	2013	2014	2015	2016	Total	Fed Aid	State	Other	Pct
STP_SU_MAG	\$0	\$100,000	\$800,000	\$0	\$0	\$900,000	\$839,070	\$0	\$60,930	6.77%
STP_URB_P/O	\$0	\$0	\$0	\$2,153,000	\$0	\$2,153,000	\$2,007,242	\$0	\$145,758	6.77%
Total:	\$0	\$100,000	\$800,000	\$2,153,000	\$0	\$3,053,000	\$2,846,312	\$0	\$206,688	6.77%

*<http://www.udot.utah.gov/go/stipfundtable>

Upon signing this agreement the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT. Phases typically include environmental, design, right-of-way and construction. The local match for this project is represented by the percentages of the Total Project Value shown above. In addition the Local Agency agrees to pay 100% of the overruns that exceed \$3,053,000 and any ineligible costs when requested by UDOT.

UDOT will request payment of matching shares and overruns through an email that will be sent to Cory Pierce at CPERCE@SPANISHFORK.ORG the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Spanish Fork City Official
 By Kent R. Clark Date 2/25/13
 Finance Director Kent R Clark

Utah Department of Transportation
 By [Signature] Date 2/24/13
 Region Director

By Cherise Young Date 3-4-13
 Comptrollers Office

Provisions

I. Roles and Responsibilities:

In accordance with 23 U.S.C. 106© and 23 CFR 635.105 the Utah Department of Transportation is responsible for acting on behalf of the Federal Highway Administration in the determination of federal-aid eligibility on all Local Agency Federal-aid projects as described in Appendix C of the FHWA-UDOT Stewardship Oversight Agreement.

II. Project Authorization for Federal-aid:

The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any Federal-aid project. Federal funds shall not participate in costs incurred prior to the date of Authorization except as provided by 23 CFR 1.9(b).

III. Agreement provisions:

The Local Agency accepts and agrees to comply with the applicable terms and conditions set forth in title 23, U.S.C., the regulations issued pursuant thereto, the policies and procedures promulgated by FHWA relative to the designated project covered by the agreement, and all other applicable Federal laws and regulations.

IV. Liability:

Local Agency agrees to hold harmless and indemnify UDOT, its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the Local Agency's negligent acts, errors or omissions in the performance of this project, and from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of Indemnities' failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from Local Agency's negligent acts, errors or omissions in the performance of this project.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the Local Agency of its duty in the performance of this project or to ensure compliance with acceptable standards.

V. Termination:

This agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing
- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
- c. By UDOT for the convenience of the State upon written notice to the Local Agency.

d. Upon satisfactory completion of the provisions of this agreement.

e. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

VI. Single Audit Act:

The Local Agency, as a sub-recipient of federal funds, shall adhere to the Federal Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. A sub-recipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provision of OMB Circular A-133. Upon conclusion of the A-133 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

VII. Maintenance:

The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with State and Federal requirements. Future utility installations will be made according to UDOT's "Regulations for the Accommodation of Utilities on Federal-aid and Non Federal-aid Highway Right-of-Way."

VIII. Availability of Records:

For a period not less than three (3) years from the date of final project close out with Federal Government, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the State and Federal Government, or furnished upon request.

IX. Payment and Reimbursement to UDOT:

UDOT shall not be ultimately responsible for any of the cost of the project. The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the Federal Government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs.

Funds requested beyond the amount set forth will require execution of a Supplemental Financial Agreement.

If the project overruns in costs, the Local Agency shall pay the additional amount required within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made.

If the advanced amount exceeds the Local Agency's share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial close out of the project.

UDOT shall provide the Local Agency with a quarterly statement reflecting a cost summary of project costs.

X. Reimbursement Claims by Local Agency:

The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved by the Federal government.

XI. Right of Way:

The Local Agency shall comply with 23 CFR 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR 710.203 <http://www.gpoaccess.gov/cfr/retrieve.html> (6) Property not incorporated into a project funded under title 23 of the United States Code.

For real property disposals the Local Agency shall comply with 23 CFR 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR 710.409 and 710.403. This requires that the Federal share of net income from the sale or lease of real property acquired with Federal assistance be used for Title 23 eligible projects. Refer to <http://www.gpoaccess.gov/cfr/retrieve.html> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate Metropolitan Planning Organization or the Joint Highway Committee.

For UDOT right-of-way certifications required for advertising access the following:
<http://www.udot.utah.gov/main/f?p=100:pg:::1:T,V:80:8,34728>

XII. Change in Scope and Schedule:

Local Agency recognizes that if a project scope changes from the original intent of the project

application, the project will need to be re-evaluated by the responsible agency that programmed the project. Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders.

At the Local Agency's request, UDOT will initiate change orders that cover betterments.

The Local Agency agrees they will be responsible for 100% of the costs of all change orders on the project not reimbursed by FHWA.

XIII. UDOT Service Costs:

UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. Appropriate charges for these costs will be included in invoices to the Local Agency.

XIV. H.B. 296 (UCA 72-6-108.5. Class B and C Roads – Federal-aid Highway Construction Contracts):

If the local authority desires to participate as provided in H.B. 296 (General Session 2011) to be an additional contracting party and included as an additional bondholder or obligee on the performance bond, a signed letter is to be included as an attachment to this Federal Aid Agreement. This letter must be on Local Agency letterhead and signed by the same individual that has signed the first page of this Federal Aid Agreement. This provision applies only to Federally Funded projects and only on B and C roads. *(Provision added November 7, 2011.)*

XV. Content Review

Language content was reviewed and approved by the Utah AG's office on November 7, 2011.

GENERAL (FHWA) PROVISIONS FOR FEDERAL-AID AGREEMENT

1. **General Provisions:** The Grantee will comply with all Federal laws and requirements which are applicable to grant agreements, and imposed by the Federal Highway Administration (FHWA) concerning special requirements of law, program requirements, and other administrative requirements.
2. **Modification:** This agreement may be amended at any time by a written modification properly executed by both the FHWA and the Grantee.
3. **Retention and Custodial for Records:**
 - (a) Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of three (3) years, with the following exception:
 - (1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation claims, or audit findings involving the records have been resolved.
 - (2) Records for non-expendable property, if any, required with Federal funds shall be retained for three years after its final disposition.
 - (3) When records are transferred to or maintained by FHWA, the 3-year retention requirement is not applicable to the recipient.
 - (b) The retention period starts from the date of the submission of the final expenditure report.
 - (c) The Secretary of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the recipient, and its contractors and subcontractors, to make audits, examinations, excerpts, and transcriptions.
4. **Equal Employment Opportunity:**
 - (a) The application/recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
 - (b) The application/recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.
 - (c) The applicant/recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap or age; and that it has or will develop and submit to FHWA by August 1 an affirmative action plan consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608.
5. **Copeland Act:** All contracts in excess of \$2,000 for construction or repair awarded by recipient and its contractors or subcontractors shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, and person employed in the construction, completion, or repair of public work, or give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to FHWA.
6. **Davis-Bacon Act:** When required by the Federal program legislation, all construction contracts awarded by the recipient and its contractors or subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the G/CAO.
7. **Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by recipient in excess of \$2,500 that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1-2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act if applicable to construction work provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
8. **Access to Records:** All negotiated contracts (except those of \$10,000 or less) awarded by recipients shall include a provision to the effect that the recipient, FHWA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.
9. **Civil Rights Act:** The recipient shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in accordance with Title VI of that Act, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied that benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient received Federal financial assistance and shall immediately take any measures necessary to effectuate this Agreement. It shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where:
 - (a) The primary purpose of and instrument is to provide employment, or
 - (b) Discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
10. **Nondiscrimination:** The applicant/recipient hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d), related nondiscrimination statutes, and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the applicant/recipient receives Federal financial assistance. The specific requirements of the United States Department of Transportation standard Civil Rights assurances with regard to the States' highway safety programs (required by 49 CFR 21.7 and on file with the U.S. DOT) are incorporated in this grant agreement.
11. **Rehabilitation Act:** The recipient shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education, and Welfare (45 CFR, Parts 80, 81, and 84), promulgated under the foregoing statute. It agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, and that it shall take any measures necessary to effectuate this Agreement.
12. **Government Rights (Unlimited):** FHWA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FHWA.
13. Accountability of equipment acquired in prior years will be transferred to the current year Grant. An updated inventory list will be provided by FHWA.
14. This Grant is subject to the conditions specified in the enclosed Negotiation Document.
15. **Drug-Free Workplace:** By signing this agreement, the recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. Sec. 701 et seq.) And implementing regulations (49 CFR Part 29), which require, in part, that grantees prohibit drug use in the workplace, notify the FHWA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.
16. **Limitation on Use of Federal Funds for Lobbying for Grants in Excess of \$100,000:** By signing this agreement the recipient declares that it is in compliance with 31 U.S.C. Sec. 1352, which prohibits the use of Federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FHWA, signing this agreement constitutes a declaration that no funds, including funds not Federally appropriated, were used or agreed to be used to influence this grant. Recipients of subgrants in excess of \$100,000 must make the same declarations to the grant recipient. With respect to the payment of funds not Federally appropriated by the recipient and sub-recipients, the recipient must report to the FHWA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

50036.2-M-34b

Form FHWA-1273 (Rev. 3-94)



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: March 28, 2013
Re: 200 East Center Street to 900 North Water Replacement Project, Change Order 4 to Add Two Additional Service Lateral Replacements

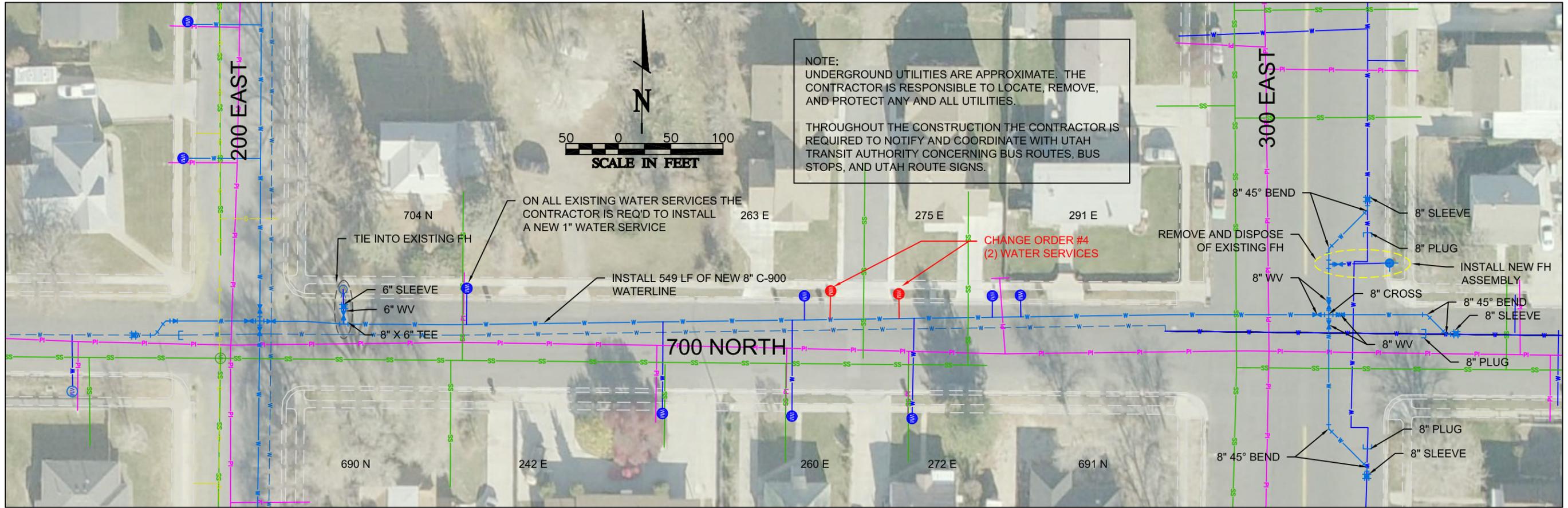
Staff Report

The city has contracted with Newman Construction to replace the water main in 200 East from Center Street to 900 North. During construction we became aware of 2 additional water services that needed to be replaced. The bid cost for these laterals is \$1,786 each.

We have adequate budget available to pay for this additional cost. We recommend that the city council approve this change order to Newman construction for the amount of \$1,786.

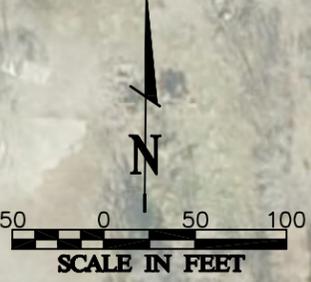
Attached: change order





NOTE:
 UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO LOCATE, REMOVE, AND PROTECT ANY AND ALL UTILITIES.

THROUGHOUT THE CONSTRUCTION THE CONTRACTOR IS REQUIRED TO NOTIFY AND COORDINATE WITH UTAH TRANSIT AUTHORITY CONCERNING BUS ROUTES, BUS STOPS, AND UTAH ROUTE SIGNS.



SPANISH FORK CITY
 ENGINEERING & SURVEYING
 40 SOUTH MAIN STREET
 SPANISH FORK, UTAH 84660
 (801) 804-4650

CHANGE ORDER #4 700 NORTH
 200 EAST - 300 EAST
 WATERLINE 2012

DRAWN: TRA	REVISION	BY	DATE
DESIGN: LCS			
CHECK: LCS			
DATE: 3/27/2013			

SCALE: 1"=50'

DRAWING #: W5



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: March 28, 2013
Re: Powerhouse Road Drain Line 2013 Project, Change Order 1 to Rehabilitate the Golf Course Club House Sewer Line

Staff Report

The city has contracted with RB Construction to install a pipe from the Powerhouse Road Diversion down to the Golf Course Pressurized Irrigation Pond. During the installation of this pipeline RB Construction had to run the new pipe under the golf course sewer line. This sewer line was an old, deteriorated, clay tile pipe and collapsed as a result.

We reviewed the condition of the lateral and determined that likely the only way we can make a long lasting repair is to replace the full 424 feet of line between two existing manholes. Therefore the maximum cost of this change order would be \$14,797.60. We recommend that the city council approve this change order with RB Construction for the maximum cost of \$14,797.60.

Attached: change order



Spanish Fork City

Contract Change Order

Change Order Number: 1

Contract for	Powerhouse Rd Drainline 2013	Date	3/25/2013
Owner	Spanish Fork City		
To	RB Const	GL# 72725310	

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
Canyon Park Sewer 8" Sanitary Sewer Main \$34.90/ ft for 424 LF with manhole tie ins		\$14,797.60
TOTALS :	\$-	\$14,797.60
NET CHANGE IN CONTRACT PRICE :		\$14,797.60

JUSTIFICATION

The sewer main for the golf course club house and Canyon Park shop has deteriorated to the point of failure.
The engineering department recommends replacing at least 424 LF of sewer main.

The amount of the contract will be increased by the sum of :	Fourteen Thousand Seven Hundred Ninty Seven
	and 60/100 Dollars Dollars \$14,797.60
The contract total including this and previous change orders will be :	Two Hundred Twenty Two Thousand One Hundre Eighty Five
	and 10/100 Dollars Dollars \$222,185.10

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

Recommended: _____ Engineering Division Manager	Date: _____
Approved: _____ Public Works Director	Date: _____
Approved: _____ Mayor	Date: _____
Accepted: _____ Contractor	Date: _____

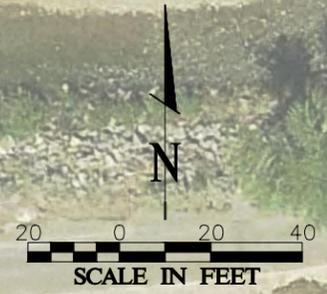


RB CONSTRUCTION INC

Estimate

Sewer Repair Canyon View Park

400' of 8" sewer w/ manhole tie ins at east and west existing manholes	\$34.90/ft (\$13,960)
400' of 6" sewer w/ manhole tie ins at east and west existing manholes	\$32.90/ft (\$13,160)
Sod and Sprinkler repair allowance - not to exceed	\$10,000



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



POWERHOUSE ROAD DRAINLINE 2013
 SEWERLINE

DRAWN:	JLR	REVISION	BY	DATE
DESIGN:	LCS			
CHECK:	LCS			
SCALE:				3/25/2013
DRAWING #:				1"
				40'
				1



DAUGHTERS OF UTAH PIONEERS

South Center Company
Daughters of Utah Pioneers

Dear Mayor Andersen and City Council members:

South Center Company of (SCC) Daughters of Utah Pioneers (DUP) is moving into the online age. Soon the DUP Museum will have its own website and the museum will need Internet access.

The SCC of the Daughters of Utah Pioneers is formally requesting the City of Spanish Fork waive fees for the installation and monthly SF Cable Internet usage for the museum on the SE corner of Main Street and Fourth North.

SCC DUP is a non-profit organization. DUP volunteers staff the museum.

The Internet will enable DUP to get the word out about membership, contents of the museum and the baby quilts, photographs and family histories available from the museum.

Thank you for your consideration of this matter. We look forward to attending the public hearing for our fee waiver request.

South Center Company President
Dalene Hurst

DUP Museum Director
JoseAnn Engle

Media Coordinator
Lana C. Harris

A handwritten signature in cursive script that reads "Lana C. Harris". The signature is written in black ink and is positioned to the right of the typed name.

Bcc: IDUP

**ADDENDUM TO
SITE PLAN PHASING AGREEMENT**

This Addendum to the Site Plan Phasing Agreement (“Addendum”) is entered into this _____ day of _____, 2013, by and between Fritzi Realty, Inc., a California corporation authorized to do business in the State of Utah, hereinafter referred to as the "**Owner**", and Spanish Fork City, a municipal corporation of the State of Utah, hereinafter referred to as the "**City**." Owner and City are hereinafter referred to collectively as the "**Parties**," or individually as a "**Party**."

RECITALS:

WHEREAS, the Owner and the City entered into a Site Plan Phasing Agreement on December 7, 2010 (the “Agreement”); and

WHEREAS, The Owner and the City desire to amend said Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the representations and actions of the parties hereto and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the parties agree to amend the Site Plan Phasing Agreement as follows:

AGREEMENT

1. Section 4 of the Site Plan Phasing Agreement is stricken and replaced with the following:

4. OWNER’S RESPONSIBILITY.

- 4.1 All required improvements, as shown on the approved site plan, shall be constructed by Owner within the time frame allowed herein.
- 4.2 The Site upgrade shall take place in four phases. The first phase shall consist of 75,000 square feet of space within the building which can be made available for use by Owner or one or more tenants. Owner may designate the 75,000 square feet to be in Phase 1. That designation may take place all at once, or in segments, as the Owner has opportunity to use various portions of the building. The second phase shall consist of an additional 35,000 square feet of space within the building which can be made available for use by Owner, or one or more tenants. Developer may designate the 35,000 square feet to be in Phase 2. That designation may take place all at once, or in segments, as the Owner has opportunity to use various portions of the building. The third phase shall consist of an additional 50,000 square feet of space within the building which can be made available for use by Owner, or one or more tenants. Developer may designate the 50,000 square feet to be in Phase 3. The fourth phase consists of usage of the balance of the square footage of the building,

consisting of approximately 50,000 square feet.

- 4.3 The improvements required to be installed with Phase 1 are electrical upgrades to the entire building to satisfy life and safety concerns under the Fire Code and electrical upgrades to the portion of the building to be used to meet the needs of Owner and/or its tenant(s). In addition thereto, Owner will contribute to City the sum of \$30,000 which City will use, in conjunction with its standard streets maintenance program, to install curb and gutter along Cal-Pac Avenue along the frontage of Owner's property, together with installation of asphalt between the curb and existing asphalt, overlay the existing asphalt, modify the end of Cal-Pac Avenue to align at a 90 degree angle with Arrowhead Trail, and place a storm drain pipe under Cal-Pac Avenue near the north end of Owner's property. The obligation required with Phase 2 shall require Owner contributing to City the sum of \$20,000. City will use the funds to add sidewalk and landscaping in Cal-Pac Avenue along the frontage of Owner's property. The improvements required to be installed with Phase 3 include the improvements along Arrowhead Trail as shown on the site plan. The improvements required in Phase 4 are the balance of the improvements required in Cal-Pac Avenue, including installing an eight inch pressurized irrigation line and a fifteen inch storm drain line in the east side of the street in the current shoulder, a masonry wall between Owner's property and residential properties on the south and west as shown on the site plan, unless plans have been submitted to convert the current zoning and usage to residential, in which event, no walls will be required, and other improvements required by City's Ordinances which are not yet installed.
- 4.4 Any usage of the building beyond 75,000 square feet will trigger the Phase 2 improvements. Any usage of the building beyond 110,000 square feet will trigger the Phase 3 improvements. Any usage of the building beyond 160,000 square feet will trigger the phase 4 improvements.

2. INTEGRATION.

- 2.1 In all other respects, and except as specifically set forth herein, the aforesaid Agreement shall be in full force and effect without any change or amendment
- 2.2 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall comprise but a single instrument.

3. COOPERATION.

- 3.1 The Parties shall cooperate together, take such additional actions, sign such additional documentation, and provide such additional information as is reasonably necessary to accomplish the objectives set forth herein.

3.2 In the event of any conflict between the terms of this Agreement and those of any document referred to herein, this document shall govern.

Wherefore, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

FRITZI REALTY, Inc by

Bob Tandler, President

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

Kent R. Clark, City Recorder



PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL MCINNELLY PRELIMINARY PLAT

- Agenda Date:** April 2, 2013.
- Staff Contacts:** Dave Anderson, Community Development Director.
- Reviewed By:** Development Review Committee, Planning Commission.
- Request:** Brett McInnelly is proposing to subdivide a 3.6 acre parcel into two building lots.
- Zoning:** R-1-9.
- General Plan:** Low Density Residential.
- Project Size:** 3.6 acres.
- Number of lots:** 2.
- Location:** Approximately 3000 East Spanish Oaks Drive.

Background Discussion

This proposal would result in the development of two lots adjacent to the Oaks Subdivision on Spanish Oaks Drive. As proposed, the two lots would be accessed by a shared driveway which is somewhat necessitated by the steepness of the property and Spanish Oaks Drive. Both proposed lots conform to the City's requirements for lots in the R-1-9 zone.

The subject property is in a hillside area which approaches the urban interface with surrounding public lands. As such staff believes it is appropriate to have the City's Fire Marshall involved in the building permit review process. The main purpose of his involvement is to help ensure there is adequate space between homes and large fuel sources that might help convey a wildfire.

Development Review Committee

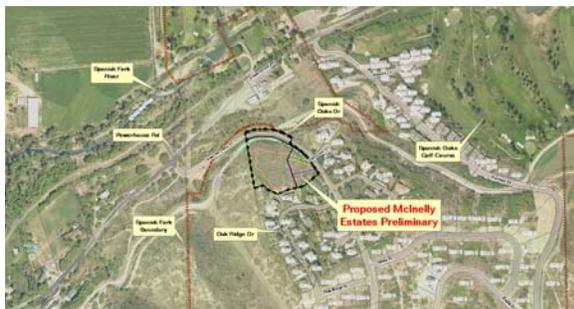
The Development Review Committee reviewed this plat on February 20 and recommended that it be approved. Minutes from that meeting read as follows:

McInnelly Subdivision

Applicant: Brett McInnelly
 General Plan: Low Density Residential
 Zoning: R-1-9
 Location: 3000 East Spanish Oaks Drive

Mr. Pierce said that the applicant had satisfied the redline comments.

Discussion was held regarding The Oaks recorded plat and the subdivision of a lot that was not legally subdivided, the geo-tech report, and whether or not there was a specific fault on the property and fire clearance for wild land urban interface.



Mr. Anderson **moved** to recommend **approval** of the McInelly Subdivision subject to the following conditions:

Conditions

1. The applicant incorporates any requirements imposed by the City Fire Marshall relative to defensible space.
2. That the applicant address any outstanding issues related to the City's Construction Standards.

Discussion was held regarding whether or not to require fire sprinkler systems in the homes and what a safe buffer for the urban interface would be.

Mr. Sant **seconded** and the motion **passed** all in favor.

Planning Commission

The Planning Commission reviewed this meeting in their March 6 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

McInelly Subdivision

Applicant: Brett McInelly

General Plan: Low Density Residential

Zoning: R-1-9

Location: 3000 East Spanish Oaks Drive

Mr. Anderson explained that the proposal was to divide the property into two building lots. The lots would have a shared driveway. The City's Engineering Department feels that the shared drive is good as to not have two driveways coming out on the steep Spanish Oaks Drive. City staff discussed sensitive lands and protecting property from wildfire.

Commissioner Fallon asked if there was any need for a shared access easement. Mr. Anderson said that it would have to be on the plat.

Mr. Johnson explained that the driveway will be a public access easement.

Chairman Gonzales reviewed the Development Review Committees conditions of approval.

Chairman Gonzales asked if there needed to be more detail relative to fire conditions and defensible space.

Mr. Anderson explained that when the motion was made, in the DRC meeting, it was left open because they were not sure what the Fire Marshall would feel is necessary.

Commissioner Fallon asked from a planning perspective how does this proposal differ from a flag lot.

Mr. Anderson said that it did not have the literal stem or pole of a flag that goes out that provides the means of access.

Commissioner Sorenson **moved** to **approve** the McInelly Preliminary Plat subject to the following conditions:

Conditions

1. That the applicant incorporate any requirements imposed by the City Fire Marshall relative to defensible space.
2. That the applicant addresses any outstanding issues related to the City's Construction Standards.
3. That the applicant record, on the Final Plat, a shared use agreement for the private drive.

Commissioner Fallon **seconded** and the motion **passed** all in favor by a roll call vote.

Budgetary Impact

There is no anticipated budget impact with this proposed subdivision.

Recommendation

Staff recommends that the proposed Preliminary Plat be approved.



PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL WEST GATE MANOR PRELIMINARY PLAT

Agenda Date: April 2, 2013.

Staff Contacts: Dave Anderson, Community Development Director.

Reviewed By: Development Review Committee, Planning Commission.

Request: Jed Mitchell is requesting Preliminary Plat approval (reapproval) for a subdivision that was originally approved in August of 2004 and then reapproved in May of 2011.

Zoning: R-1-8.

General Plan: Low Density Residential.

Project Size: 13.94 acres.

Number of lots: 45.

Location: 310 North 450 West.

Background Discussion

A Preliminary Plat for this development was approved in May of 2011. As the last Final Plat in the development was recorded more than one year ago, the Preliminary Plat must be reapproved before additional phases can be constructed.

No changes have been made to the street layout and no significant changes have been made to the lot layout from the previously approved Plat.

The proposed development is a standard subdivision and all lots in the development conform to the City's requirements for developments in the R-1-8 zone.

Development Review Committee

The Development Review Committee reviewed this plat on February 20, 2013 and recommended that it be approved. Minutes from that meeting read as follows:

West Gate Manor

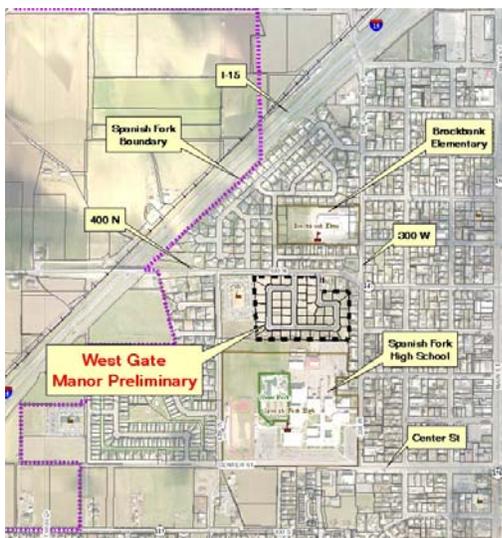
Applicant: Jed Mitchell
General Plan: Low Density Residential
Zoning: R-1-8
Location: 310 North 450 West

Mr. Anderson explained that the Preliminary Plat needed to be re-approved.

Mr. Oyler **moved** to **reapprove** the West Gate Manor Preliminary Plat subject to meeting the conditions of the original approval. Mr. Anderson **seconded** and the motion **passed** all in favor.

Planning Commission

The Planning Commission reviewed this meeting in their March 6 meeting and recommended that



it be approved. Draft minutes from that meeting read as follows:

West Gate Manor

Applicant: Jed Mitchell

General Plan: Low Density Residential

Zoning: R-1-8

Location: 310 North 450 West

Mr. Anderson explained that a year had passed and that the Preliminary Plat for West Gate Manor was no longer vested. The applicant is requesting for re-approval. There are not any changes.

Commissioner Sorenson **moved** to **approve** the West Gate Manor Preliminary Plat subject to the conditions of the original approval.

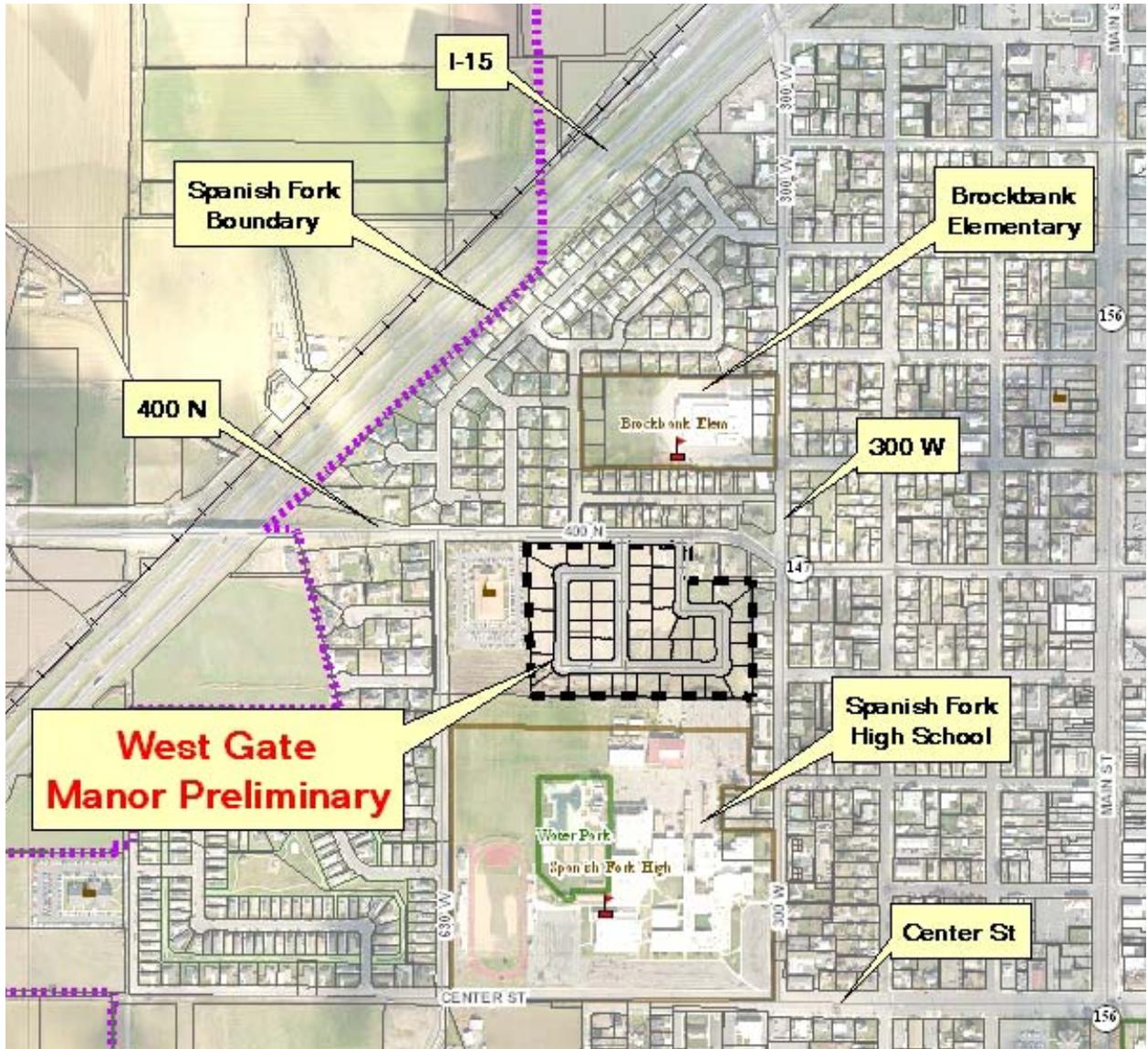
Commissioner Gull **seconded** and the motion **passed** all in favor by a roll call vote.

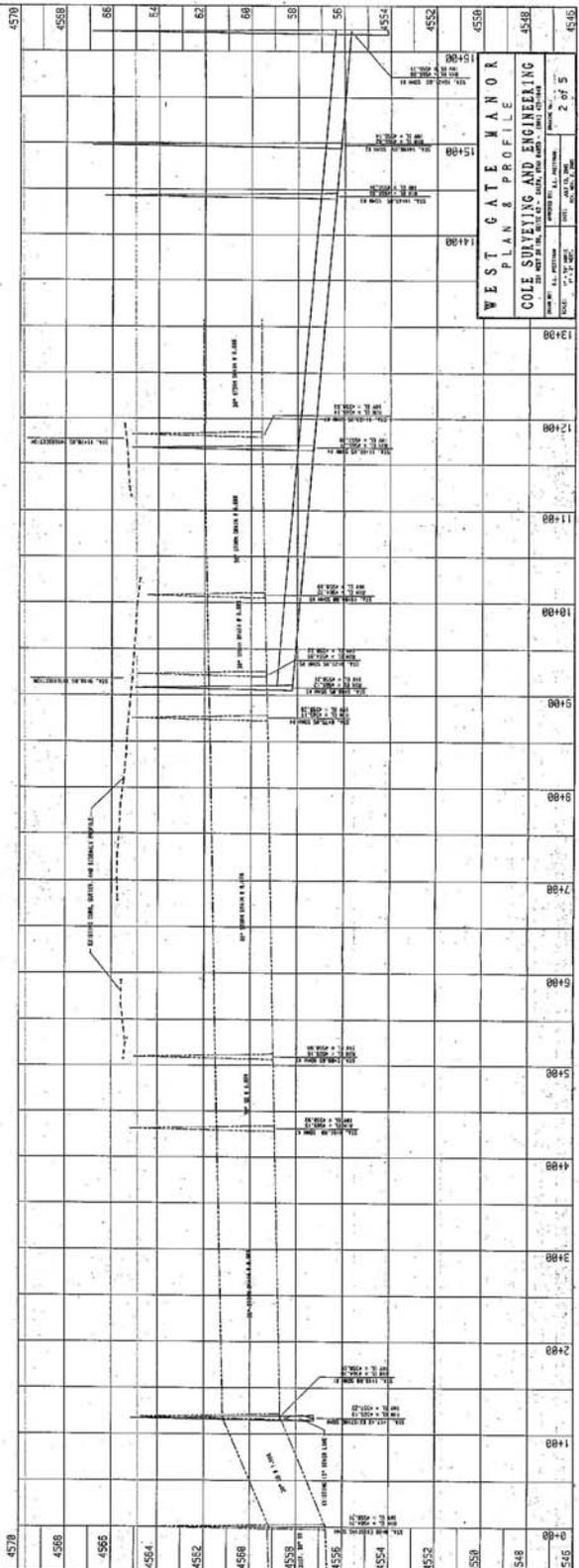
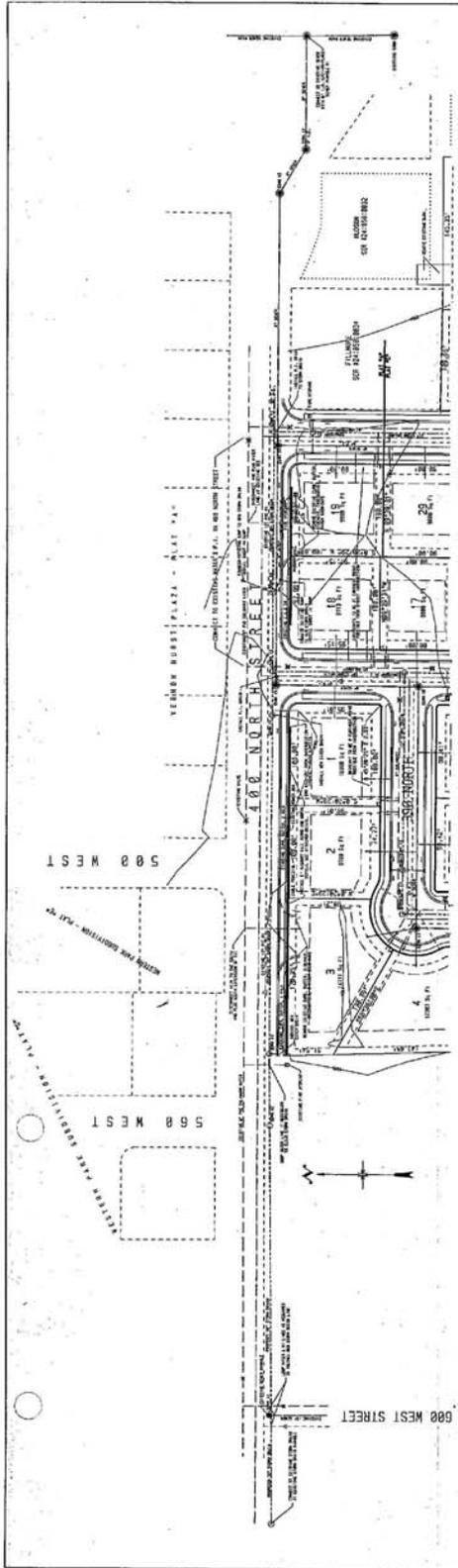
Budgetary Impact

There is no anticipated budget impact with this proposed subdivision.

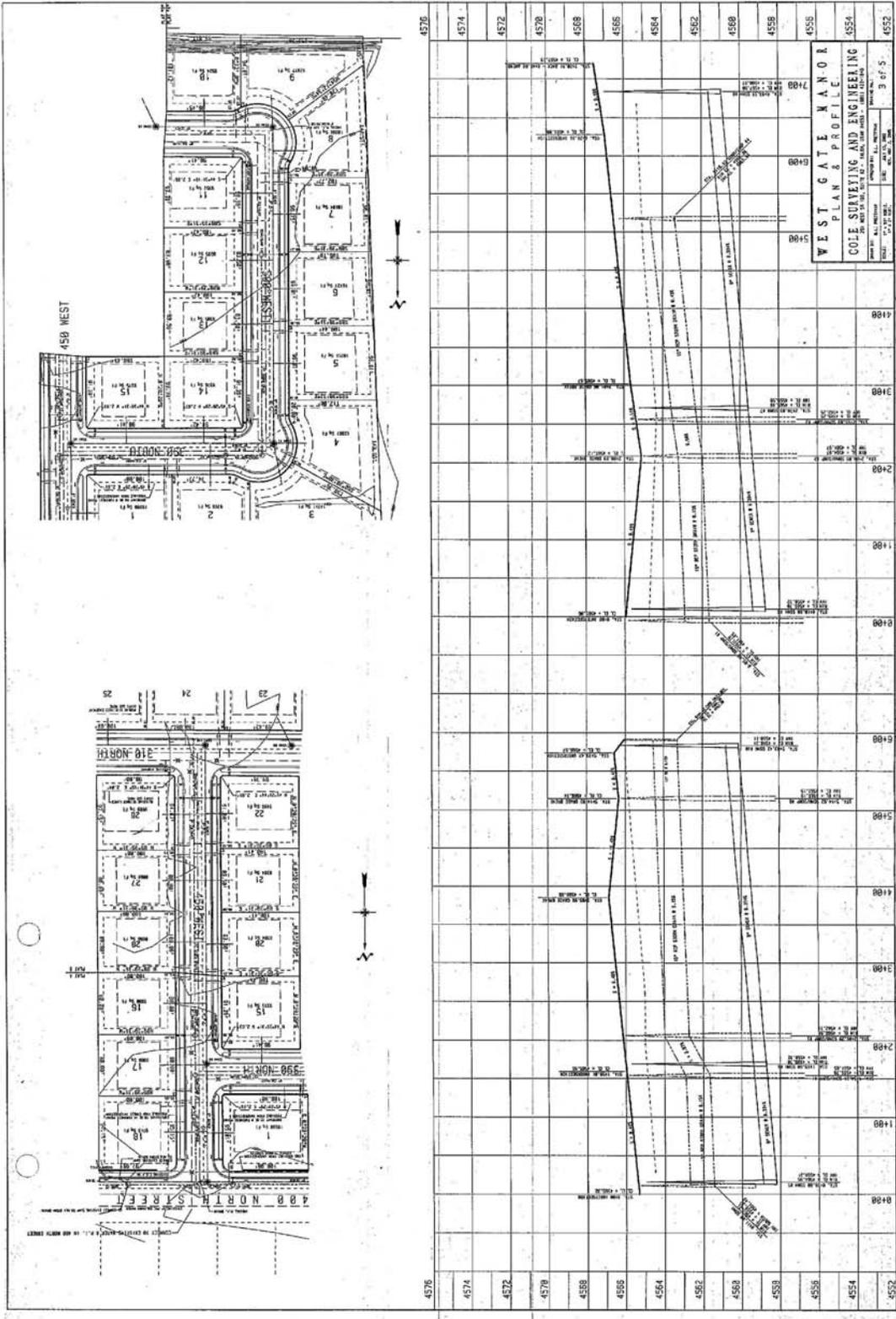
Recommendation

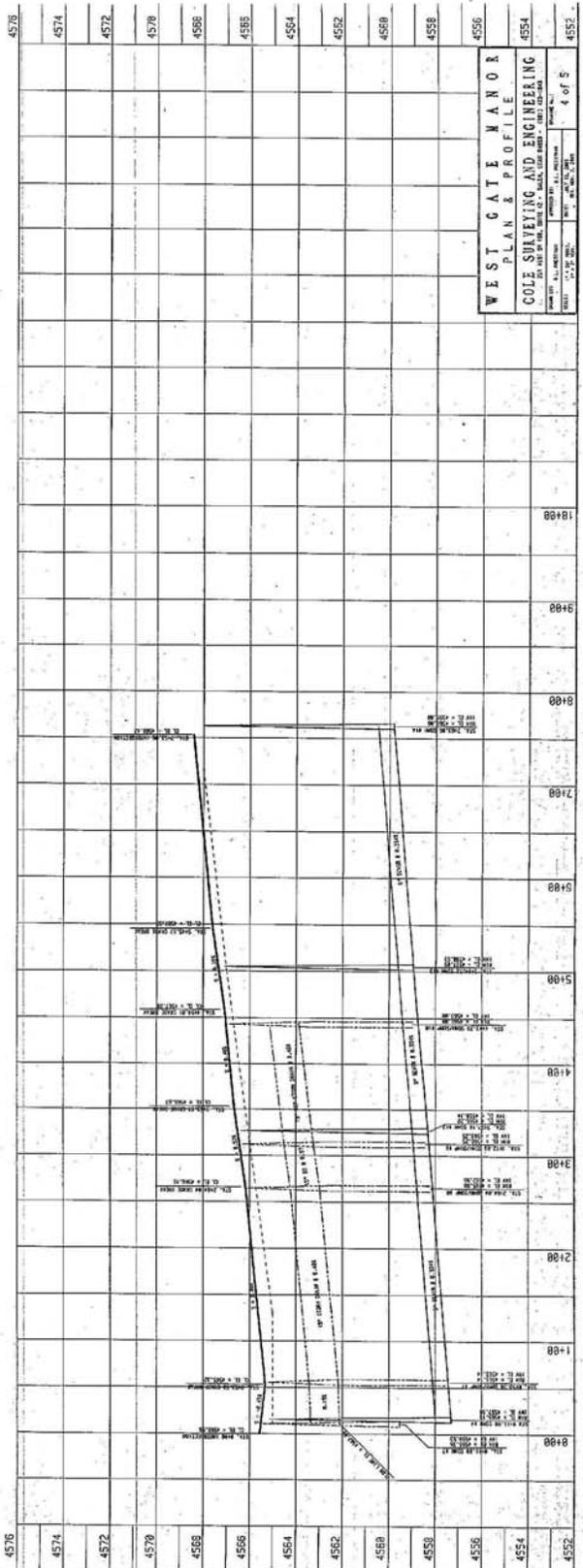
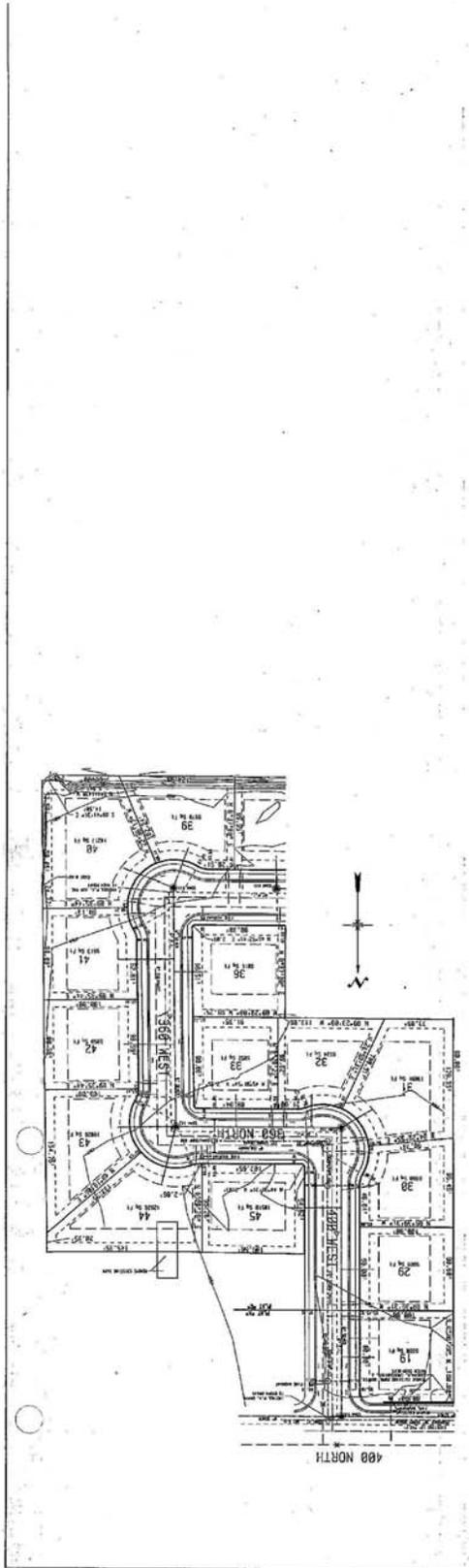
Staff recommends that the proposed Preliminary Plat be approved.



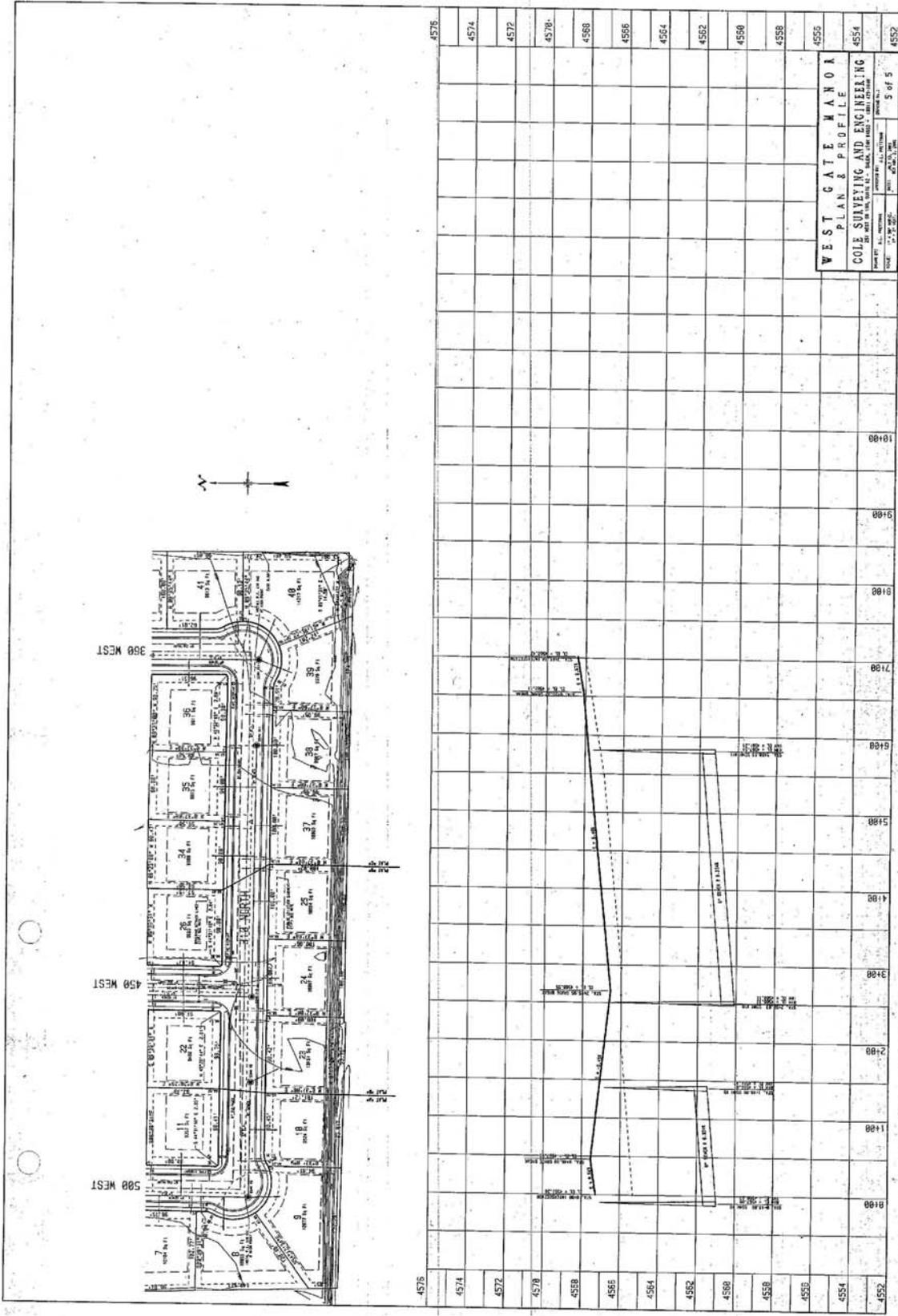


WEST GATE MANOR
PLAN & PROFILE
COLE SURVEYING AND ENGINEERING
 PROJECT NO. 14-15-16
 SHEET NO. 2 OF 5
 DATE: 11-11-16





WEST GATE MANOR
 PLAN & PROFILE
COLE SURVEYING AND ENGINEERING
 1015 W. 10TH ST., SUITE 102 - BAKIN, IOWA 50812 - (515) 281-1111
 PROJECT: WEST GATE MANOR
 SHEET: 4 OF 5





ZONING MAP AMENDMENT AND PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL MEADOW CREEK ZONING MAP AMENDMENT AND PRELIMINARY PLAT

- Agenda Date:** April 2, 2013.
- Staff Contacts:** Dave Anderson, Community Development Director.
- Reviewed By:** Development Review Committee.
- Request:** That the City's Zoning Map be amended and that a Preliminary Plat be approved. Per the request, the Zoning Map would be changed from Rural Residential to R-1-6.
- Zoning:** Rural Residential existing, R-1-6 proposed.
- General Plan:** Medium Density Residential.
- Project Size:** 44 acres.
- Number of lots:** 191.
- Location:** Approximately 1500 North State Road 51.

Background Discussion

The proposed project involves some 44 acres located on each side of State Road 51 near the Spanish Fork/Springville City boundary. In previous meetings and correspondence, this project was referred to as Wash Creek. The applicant has changed the project name and it is now known as Meadow Creek.

In order to approve the proposed Preliminary Plat, the City must first approve a Zone Change. This change would modify the zoning from Rural Residential to R-1-6. The City's General Plan designates the subject property Medium Density Residential and the R-1-6 zone is consistent with the Medium Density Residential designation. Staff has no concerns with the proposed Zone Change.

The proposed Preliminary Plat is a standard subdivision where the proposed lots must conform to the City's requirements for residential lots in the R-1-6 zone. As proposed, the project conforms to the City's zoning standards.

Development Review Committee

The Development Review Committee reviewed this request in their January 23, 2013 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

Wash Creek

Applicant: Scenic Development
 General Plan: Medium Density Residential
 Zoning: R-1-6 proposed, Rural Residential existing
 Location: approximately 1600 North State Road 51

Discussion on the Preliminary Plat was held along with the Zone Change.

Mr. Anderson explained the proposal was a plat with 186 lots on each side of State Road 51. The proposal is to change the zoning to R-1-6 and be



developed as a standard subdivision. As a standard subdivision the City would not be talking about any minimum architectural controls or landscaping would not be discussed. Mr. Anderson further explained the Rocky Mountain Power line that runs through the proposal. He said that the City had not looked at any other plats that included lots within the power corridor. He expressed that he did not like the idea of lots being platted within the easement but that he could not find anything in the City's Municipal code that addresses it.

Discussion was held regarding the rocky mountain corridor easement and a gas line easement that says the ground cannot be graded. The applicant was in agreement, with the City, that they want the corridor to look good (as long as the costs are not outrageous).

Mr. Thompson asked Mr. Beecher to pull up the City's trail system on the overhead projector.

Mr. Anderson explained that the City has struggled to come up with what to do with this 120-foot wide corridor that runs through Spanish Fork City all the way to Lehi City. You can't build homes or make any beneficial uses of it. In the past people have dedicated the land to the City and approved some other developments where the City required that they keep it open with the idea that the only beneficial use would be to have it open as a trail corridor.

Discussion was held regarding the lots backing the corridor. Who would maintain it, could it be fenced or should it be left open?

Mr. Anderson explained that he felt that the corridor was a bigger issue than could be addressed today and that he would like to have more dialogue with Rocky Mountain Power and have the applicants involved in the discussion.

Discussion was held regarding the corridor in the Legacy Farms project and projects that the applicant has worked on in other cities relative to the corridor. Further discussion was held regarding the easement and fencing and the easement becoming a trail, what Provo City had done with the corridor and wetlands.

Mr. Anderson explained that the City would not know, for another 120 days, where the alignment of the Maple Mountain Parkway road would be. Discussion was held regarding the road.

Discussion was held regarding signage on the property.

Mr. Baker **moved** to recommend that the Planning Commission **approve** the Wash Creek zone change, including the islands to R-1-6. Mr. Oylar **seconded** and the motion **passed** all in favor.

Discussion was held regarding the re-alignment of the sewer, what would be required when it goes through the garbage, how deep the garbage is, where the garbage is located and the Maple Mountain Parkway road being built on top of the garbage (it was determined that the developer would be responsible in obtaining and following a geo tech report), a deadline for when Maple Mountain Parkway will need to be built and who would be paying for the road.

Mr. Thompson explained that Tenedor would construct a ribbon road and the applicant will construct curb, gutter and sidewalk and connect to the ribbon road. What is reimbursable, via impact fees, are the difference in cost from a local road to a minor arterial road. Chances are that the applicant will not be paying Tenedor anything and not being reimbursed very much from the City. He expressed that he felt that the asphalt that Tenedor constructs, that benefits the applicant, off sets the extra right-of-way behind the curb that the applicant has to donate and in the end Tenedor will have a reimbursement agreement for the streets impact fee.

Discussion was held regarding a connector's agreement, impact fees and whether or not they will wash out relative to the road, the sewer trunk line, geo tech reports, the City's mathematical process for impact fee reimbursement, geo tech test boars, how deep the sewer line will be, acquiring property for road right-of-way and what property that the City owns versus property that the applicant owns and what credit will be given to the applicant for property that they will dedicate to the City with regard to the road.

Mr. Pierce explained that the City only allows 50 homes on one access and for the applicant to keep that in mind with their phasing plan.

Discussion was held regarding the property the City owns versus the applicant and what could be bought and sold and what the City requires for water shares.

Mr. Thompson moved to recommend that the Planning Commission approve the Wash Creek Preliminary Plat subject to the following conditions:

Conditions

1. That the Maple Mountain Parkway road is re-aligned.
2. That no lots be platted in the Rocky Mountain Power easement without a letter from Rocky Mountain Power and Questar Gas companies that allows landscape area or a fence.
3. That enough land is taken from the corner of Maple Mountain corridor and Highway 51 for a monument sign.
4. That the applicant revises the phasing plan and shows fewer than 50 lots per phase.
5. That the applicant meets the City's Engineering Department's redline comments.
6. That an off-site sewer geotech report is provided by Final Plat.

Mr. Anderson **seconded** and the motion **passed** all in favor.

Discussion was held regarding the motion.

Planning Commission

The Planning Commission reviewed this meeting in their March 6 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

Meadow Creek (previously known as Wash Creek)

Applicant: Scenic Development
General Plan: Medium Density Residential
Zoning: R-1-6 proposed, Rural Residential existing
Location: approximately 1600 North State Road 51

Mr. Anderson explained the proposed Zone Map Amendment and then the Preliminary Plat. He noted the changes and modifications to the plat. He said that City staff feels comfortable with the layout and are satisfied with the changes they just have a few modifications for the phasing plan.

Chairman Gonzales said that the Commission had discussed these proposals in their last meeting and that there was a concern regarding access with regard to UDOT.

Mr. Johnson explained that the City had met with UDOT and that access issues had been resolved.

Mr. Anderson explained that City staff did not know what the timeframe of the Canyon Creek Development was and that if the Maple Mountain Parkway road is not built by the Canyon Creek Developer, then the developer for Meadow Creek would be responsible to construct it.

Chairman Gonzales asked if points of access would be needed with the properties to the north. Mr. Anderson explained that it was the border between Spanish Fork City and Springville City. Discussion with Springville indicated that the property is planned for industrial development and that staff did not think it was wise to tie a local street in residential neighborhood into an industrial development.

Discussion was held regarding storm drain detention.

Chairman Gonzales opened for public comment. There was none.

Discussion was held regarding the Development Review Committee's conditions of approval.

Commissioner Sorenson **moved to approve** the Meadow Creek Zone Map Amendment subject to the following conditions:

Conditions

1. That the applicant address the Engineering Department's redline comments.
2. That an off-site sewer geotech report is provided with the Final Plat application.

Commissioner Fallon **seconded** and the motion **passed** all in favor by a roll call.

Wash Creek

Applicant: Scenic Development
General Plan: Medium Density Residential
Zoning: Rural Residential existing, R-1-6 proposed
Location: approximately 1500 North State Road 51

Discussion was held with the Zone Map Amendment.

Commissioner Fallon **moved to approve** the Meadow Creek Preliminary Plat subject to the following conditions:

Conditions

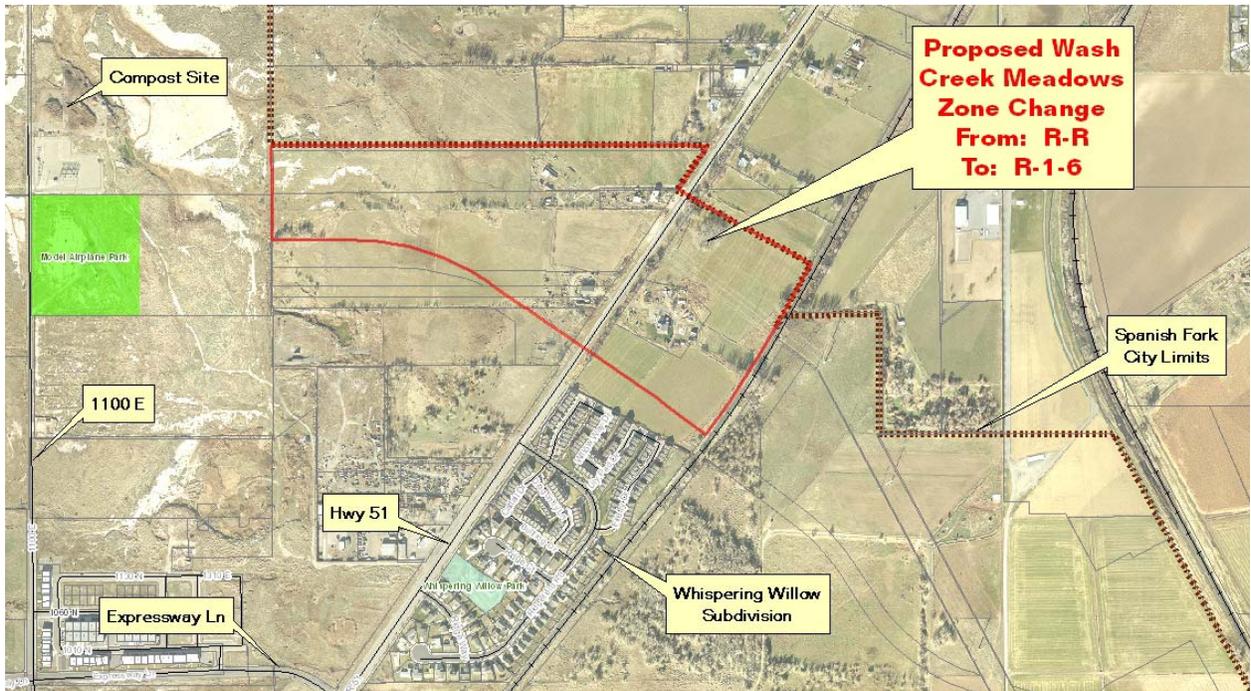
1. That the applicant address the Engineering Department's redline comments.
2. That an off-site sewer geotech report is provided with the Final Plat application.

Budgetary Impact

There is no immediate budgetary impact anticipated with the approval of this plat.

Recommendation

Staff recommends that the proposed Zone Change and Preliminary Plat be approved.





DATE	11/11/11
PROJECT	SPANISH FORK PRELIMINARY
DESIGNED BY	J.E. ENGINEERING, INC.
CHECKED BY	J.E. ENGINEERING, INC.
APPROVED BY	J.E. ENGINEERING, INC.
SCALE	AS SHOWN

PRELIMINARY PLAT
SPANISH FORK CITY, UTAH
MAYOR GREGG BUCK PRELIMINARY

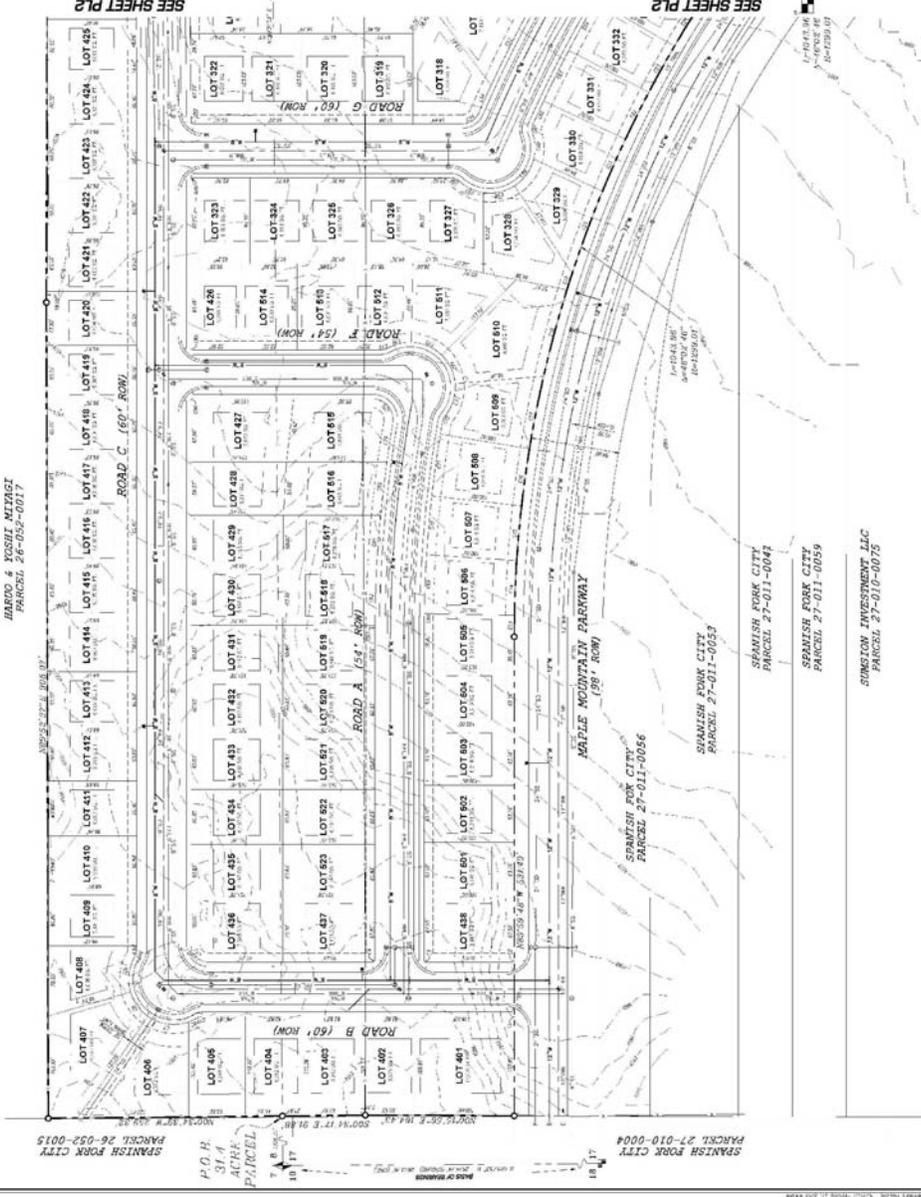
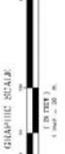
UTAH PLAT NO. 2011-0004
FILE NO. 2011-0004
DATE OF PLAT 11/11/11

SHEET NO. **PL 1**
OF 11

PROJECT DATA

TOTAL ACREAGE	44.06
TOTAL LOTS	191
UNITS PER ACRE	4.34
ACREAGE IN LOTS	31.6
PERCENTAGE ACREAGE	1.32
PERCENT OPENSPACE	3.0

NOTE: THE APPLICANT HAS MADE SURE THAT THE COMMUNITY OF SPANISH FORK IS IN COMPLIANCE WITH THE CITY OF SPANISH FORK'S ZONING ORDINANCE AND THE CITY OF SPANISH FORK'S SUBDIVISION MAP ACT. THE APPLICANT HAS ALSO MADE SURE THAT THE APPLICANT IS IN COMPLIANCE WITH THE CITY OF SPANISH FORK'S SUBDIVISION MAP ACT.



SPANISH FORK CITY
PARCEL 26-052-0015

SPANISH FORK CITY
PARCEL 26-052-0017

SPANISH FORK CITY
PARCEL 27-010-0004

SPANISH FORK CITY
PARCEL 27-010-0005

SPANISH FORK CITY
PARCEL 27-011-0053

SPANISH FORK CITY
PARCEL 27-011-0042

SPANISH FORK CITY
PARCEL 27-011-0059

SPANISH FORK CITY
PARCEL 27-010-0075

		DATE: 07/20/11	BY: JAC
		PROJECT: 27-011-0027	SCALE: AS SHOWN

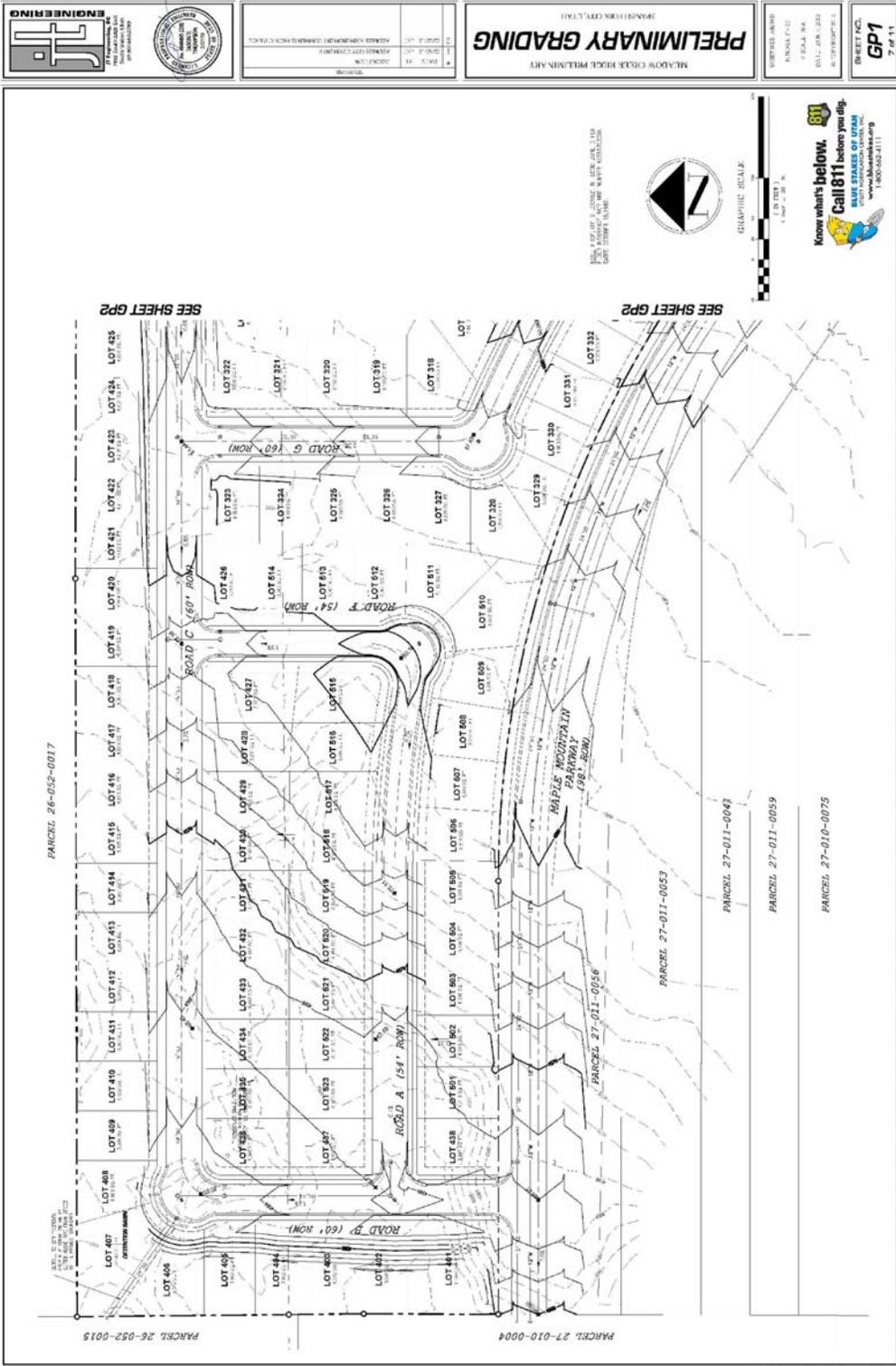
MAPLE CREEK HOME PRELIMINARY
 SPANISH FORK CITY, UTAH

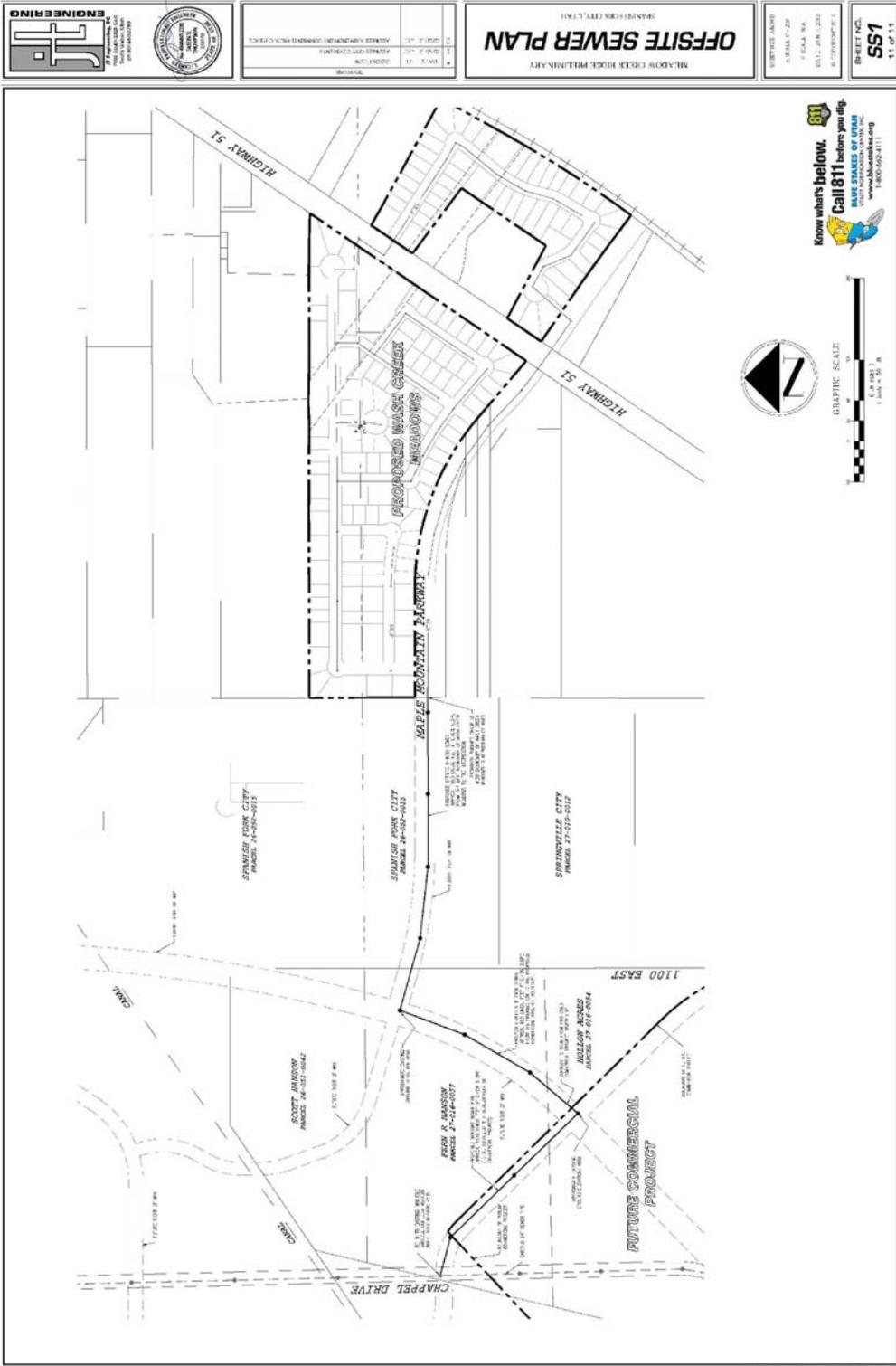
PRELIMINARY PLAT

DATE: 07/20/11	BY: JAC
PROJECT: 27-011-0027	SCALE: AS SHOWN

PROJECT NO. **PL4**
 OF 11









March 1, 2013

Cory Pierce, PE
Staff Engineer
40 South Main Street
Spanish Fork City, Utah 84660

RE: Meadow Creek Ridge - Offsite Utility Construction per Phase

Dear Cory,

Below is an outline of our anticipated offsite utility construction per phase. References to roadway names and phasing are per the submitted preliminary drawings prepared February 27, 2013. All lengths listed are approximate.

Phase 1 (29 Lots):

1. 12" Secondary Water in Highway 51: 1305 lineal Feet. This includes a stub to the westerly and easterly right of way lines for Highway 51 at the future Maple Mountain Parkway.
2. 12" Culinary Water in Highway 51: 1285 lineal feet. This includes a stub to the westerly and easterly right of way lines for Highway 51 at the future Maple Mountain Parkway.
3. 8" Sanitary Sewer (Options A & B):
 - A. The line will begin at the Phase 1 boundary at the intersection of Road M and Highway 51. It will then go north along the Highway, west along Road C, south along Road B, west along the future Maple Mountain Parkway, south along future alignment of 1100 South to a future commercial project. It is anticipated that the sewer line within the commercial project will be constructed from Chappel Drive. If Phase 1 is constructed prior to the commercial project, the line would then go northwesterly through the commercial project to an existing manhole in Chappel Drive. See SS1 in the submitted preliminary drawings.
 - a) Approx. length from Highway 51 to Maple Mountain parkway: 2825 L.F.
 - b) Approx. length from Maple Mtn Pkwy to the future commercial project: 2525 L.F.
 - c) Approx. length through future commercial project to Chappel Dr.: 1105 L.F.
 - d) Total offsite sewer: 6455 L.F.
 - B. If Maple Mountain Parkway is constructed prior to Phase 1, the quantity of offsite sewer will be as outline above in item 3.A.a.
4. 18" Storm Drain: 360 lineal feet. This line will extend from Road M in Phase 1, turn southwesterly down Highway 51 to the proposed manhole adjacent to Lot 621. The pipe will then head west and be stubbed 10 feet inside Lot 621. This pipe will extend through the remainder of the development as each phase is constructed. A temporary ditch could be cut into the existing ground to channel storm drain runoff from the stubbed pipe to the discharge point at the northwest corner of the project.
5. Improvements along the east half of Highway 51 will be constructed along the 245 feet of frontage of the phase.

jason@jtengpc.com • ph: 801.475.7307 • cel: 801.866.7702 • fax: 801.475.7307

JT Engineering, PC 7955 South 2325 East • South Weber, Utah 84405

Phase 2 (20 Lots):

6. 12" Secondary Water in Maple Mtn Pkwy with a connection to the stub at the easterly edge Hwy 51 constructed for Phase 1 : 815 lineal Feet
7. 12" Culinary Water in Maple Mtn Pkwy with a connection to the stub at the easterly edge Hwy 51 constructed for Phase 1 : 800 lineal Feet
8. 24" Storm Drain in Maple Mtn Pkwy west of Road Q. This will be stubbed on the west side of Highway 51, assuming Maple Mtn Pkwy west of Highway 51 hasn't been constructed: 590 lineal feet. If Maple Mtn Pkwy has been constructed west of Hwy 51, the connection will be at the easterly side of Highway 51 with a total length of offsite pipe being 470 lineal feet.

Phase 3 (35 Lots):

9. By the time Phase 1 and 2 are completed, it is anticipated that a two lanes of asphalt (one in each direction) for Maple Mountain Parkway have been constructed along Phases 3, 4, and 5. This includes culinary water, sanitary sewer, secondary water, and storm drain utilities with stubs to Road B and Road J. For this phase, half width improvements will be provided along the frontage of Phase 3 which includes curb and gutter, a 10 foot wide trail, and a 6 foot tall wall. The length of this frontage is 890 lineal feet.
10. Improvements along the west half of Highway 51 will be constructed along the 295 feet of frontage of the phase.

Phase 4 (38 Lots):

11. No offsite utilities will be needed for this phase.
12. Half width improvements will be provided along the frontage of Phase 4 which includes curb and gutter, a 10 foot wide trail, and a 6 foot tall wall. The length of this frontage is 240 lineal feet.

Phase 5 (23 Lots):

13. No offsite utilities will be needed for this phase.
14. Half width improvements will be provided along the frontage of Phase 5 which includes curb and gutter, a 10 foot wide trail, and a 6 foot tall wall. The length of this frontage is 685 lineal feet.

Phase 6 (21 Lots):

15. No offsite utilities will be needed for this phase.
16. Improvements along the west half of Highway 51 will be constructed along the 380 feet of frontage of the phase.

Phase 7 (25 Lots):

17. No offsite utilities will be needed for this phase.
18. Improvements along the west half of Highway 51 will be constructed along the 285 feet of frontage of the phase.

If you need to discuss any of these responses, you can reach me at 801-660-2790.

Thank you,

Jason Thompson, PE
Principal
JT Engineering, PC



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: March 28, 2013
Re: River Trail Debris and Tree Removal Project, Change Order 1 and 2 to Extend Project to I-15 and through the Golf Course

Staff Report

The city has contracted with Barney Inc. to remove debris and invasive trees along the Spanish Fork River. This project is funded with an NRCS grant that requires a 25% city match. The bid to perform this work came in well under budget so we have requested change orders to extend the work to I-15 at the west end of the project and through the golf course at the east end of the project. With these two change orders the project will still be well under the budget.

We recommend that the city council approve change orders 1 and 2 to Barney Inc, for the amounts of \$9,200 and \$16,800 respectively.

Attached: change orders



Spanish Fork City

Contract Change Order

Change Order Number: **1**

Contract for	Barney, Inc.	Date	3/27/2013
Owner	Spanish Fork City		
To	GL# 81815362		

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
Sites A & B - 1572 feet of Debris, Siberian Elm, Russian Olive & Tamarack removal		\$9,200.00
TOTALS :	\$0.00	\$9,200.00
NET CHANGE IN CONTRACT PRICE :	\$0.00	\$9,200.00

JUSTIFICATION:

We have extra money from the NRCS Grant and have extended the project to use these funds

The amount of the contract will be increased by the sum of : Nine Thousand Two Hundred and 00/100 Dollars
\$9,200.00

The contract total including this and previous change orders will be : One Hundred Seventy Six Thousand Two Hundred Thirty Three
and 87/100 Dollars \$176,233.87

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

Recommended: _____ Date: _____
Engineering Division Manager

Approved: _____ Date: _____
Public Works Director

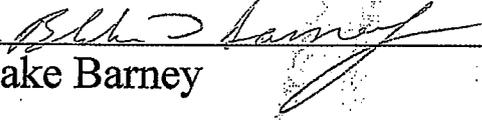
Approved: _____ Date: _____
Mayor

Accepted: _____ Date: _____
Contractor

Barney Inc.

Extra for Site A & B

1572 LF Debris, Siberian Elm,
Russian Olive & Tamarack removal....\$ 9,200.00
(\$ 5.86 per LF)



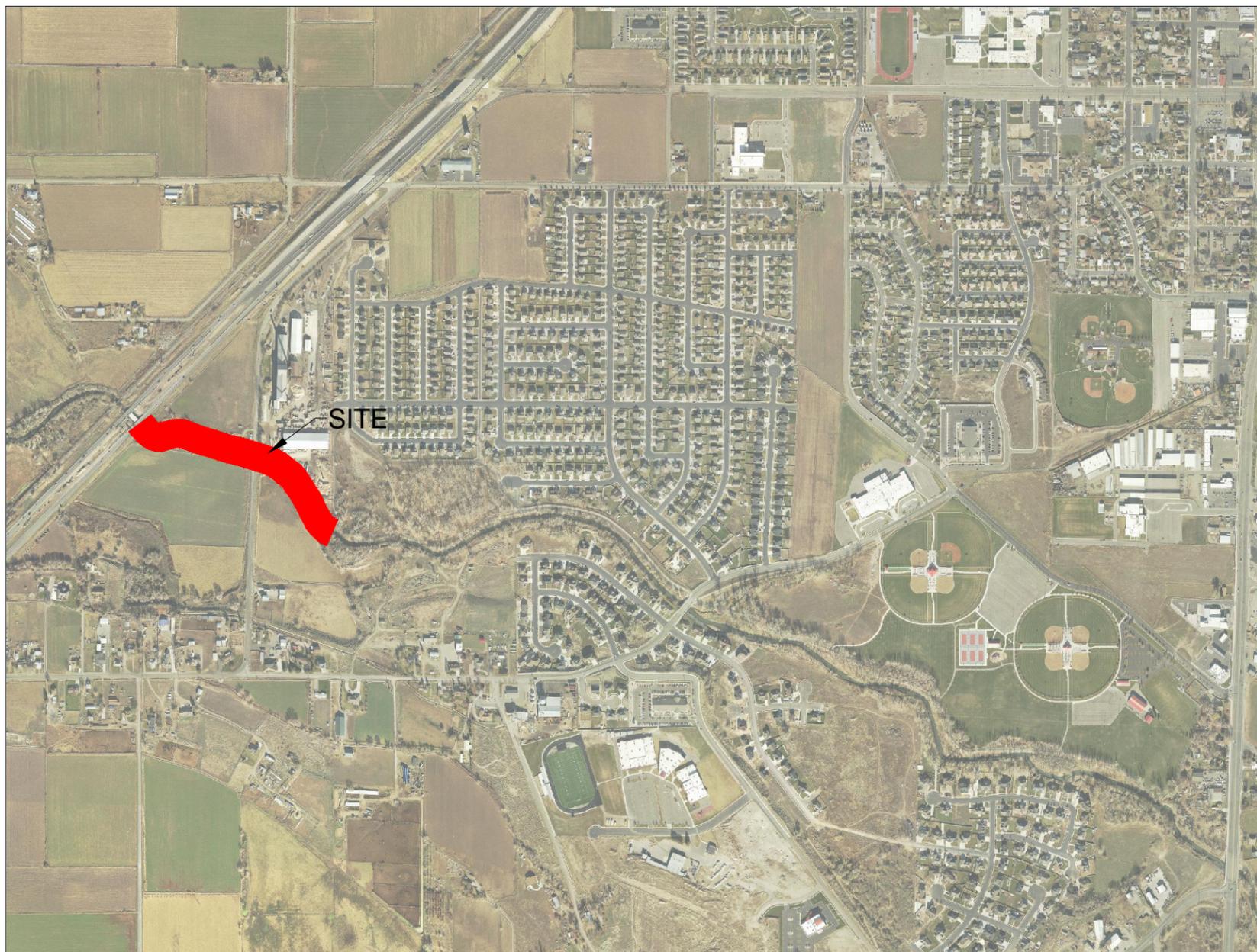
Blake Barney

Barney Inc.
1292 West 900 South
Spanish Fork, Utah 84660
801-372-0907
E-mail: bandbrental@yahoo.com

RIVER TRAIL DEBRIS & TREE REMOVAL 2013



SPANISH FORK CITY PUBLIC WORKS
 40 SOUTH MAIN STREET
 SPANISH FORK, UT 84660
 TEL: (801) 804-4550
 FAX: (801) 804-4550



PROJECT BOOK PAGE INDEX

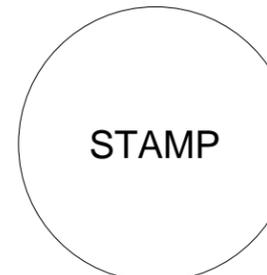
INDEX	INDEX SHEET
1	SITE A - 0+00 - 7+72
2	SITE B - 0+00 - 8+00

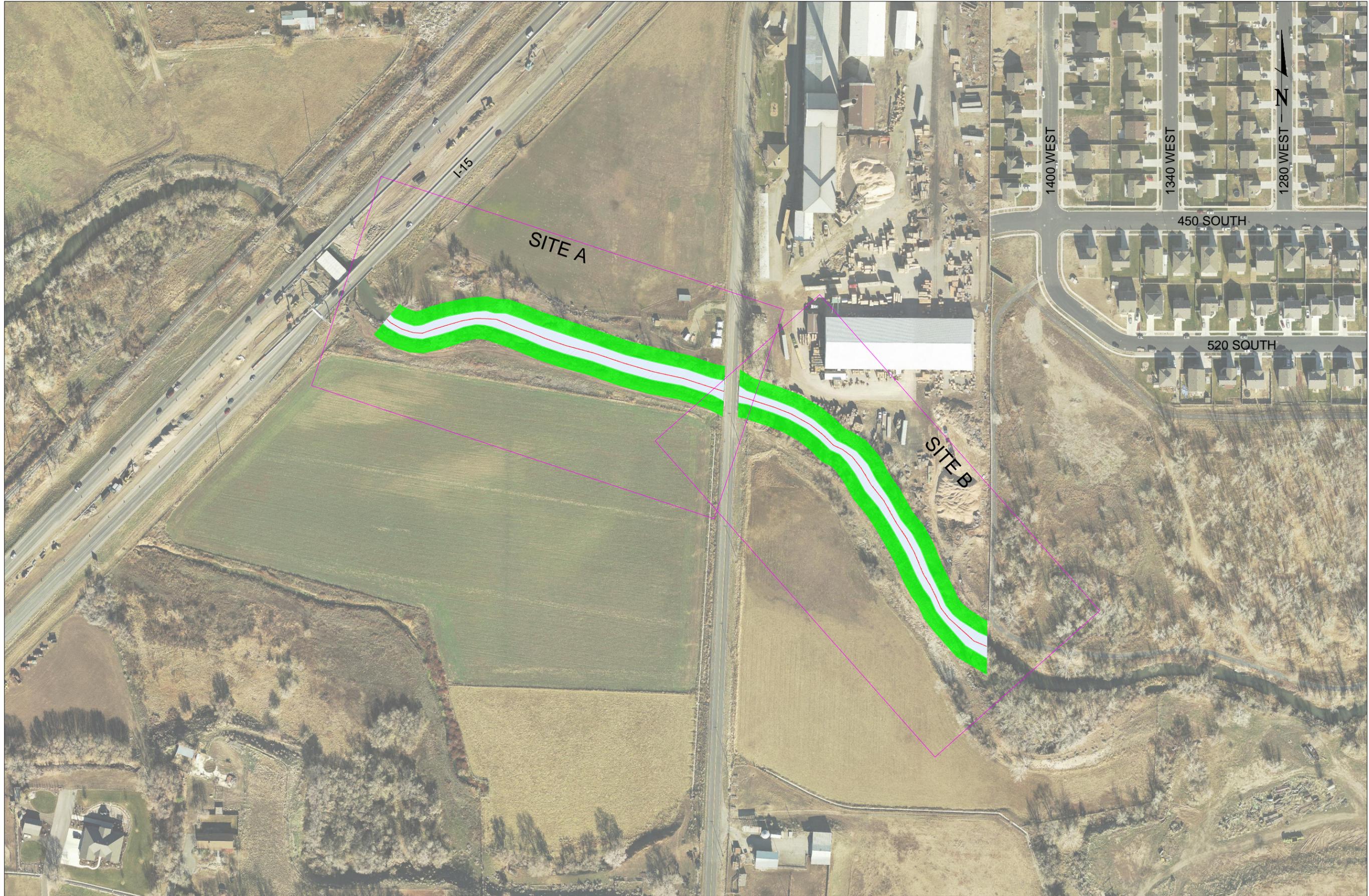
MAYOR: G. WAYNE ANDERSON
CITY COUNCIL MEMBER: STEVEN M LEIFSON
CITY COUNCIL MEMBER: RODNEY C DART
CITY COUNCIL MEMBER: RICHARD M DAVIS
CITY COUNCIL MEMBER: BRANDON GORDON
CITY COUNCIL MEMBER: KEIR SCUBES

PUBLIC WORKS DIRECTOR: CHRIS THOMPSON, P.E
ENGINEERING MANAGER: JERED JOHNSON, P.L.S
DESIGN ENGINEER: LUA SALUONE, E.I.T
SURVEYOR / DRAFTSMAN : CHAD HILL, P.L.S
SURVEYOR / DRAFTSMAN : JOSH ROBINSON
PUBLIC WORKS INSPECTOR: RYAN BAUM
PUBLIC WORKS INSPECTOR: SHAWN JORGENSEN

AWARD DATE _____
CONTRACTOR _____

PLAN # _____
PLAN HOLDER _____





DRAWN: JLR		REVISION	BY	DATE
DESIGN: LCS				
CHECK: LCS				
DATE: 1/9/2013				
SCALE: N.T.S.				
DRAWING #: INDEX				

SPANISH FORK RIVER TRAIL
INDEX SHEET
 RIVER TRAIL DEBRIS & TREE REMOVAL

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

SITE A



30' TAMARACK, SIBERIAN ELM, RUSSIAN OLIVE & DEBRIS REMOVAL
SITE A= 872 LF

30' TAMARACK, SIBERIAN ELM, RUSSIAN OLIVE & DEBRIS REMOVAL
SITE B= 800 LF

LEGEND

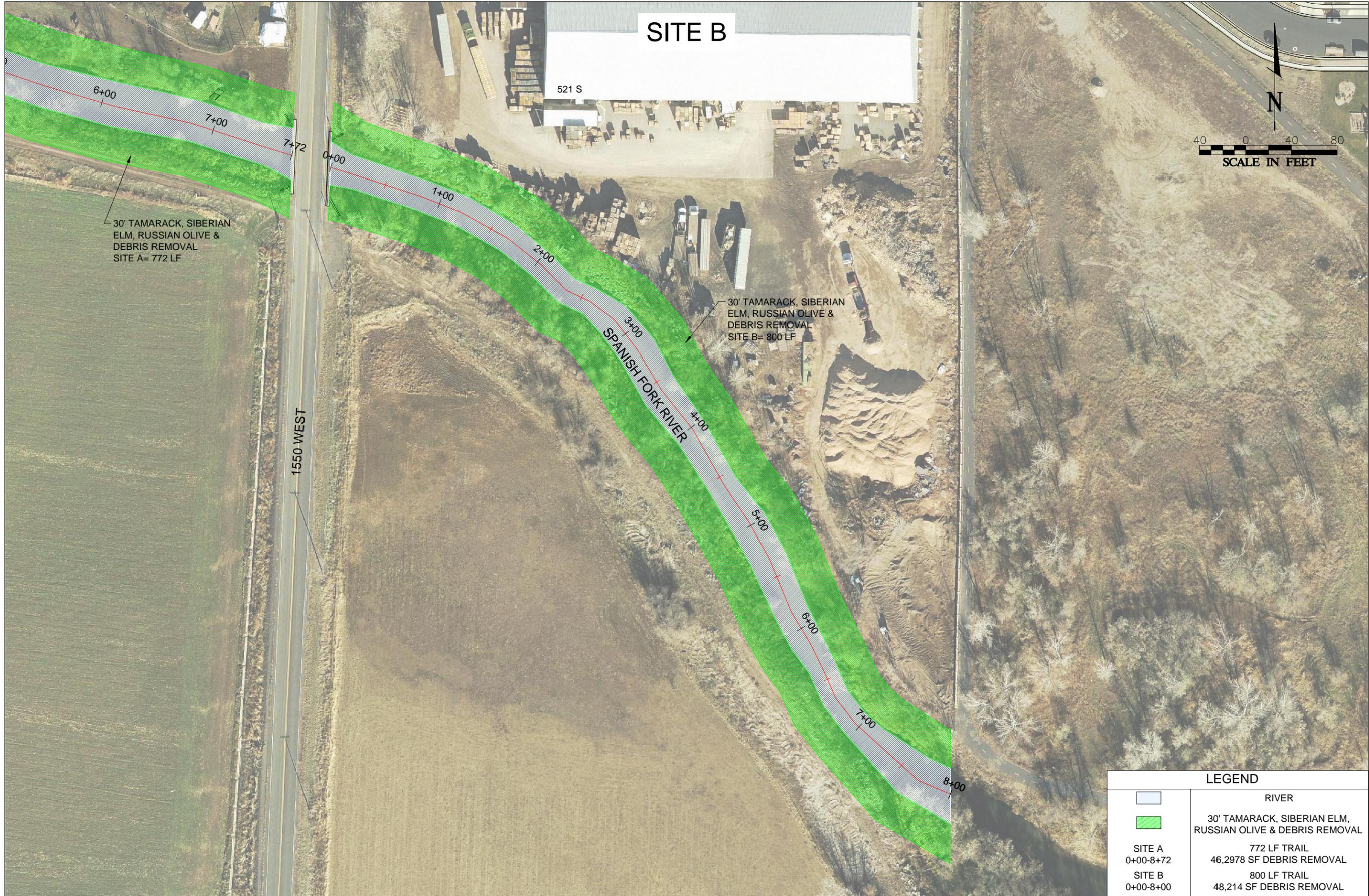
	RIVER
	30' TAMARACK, SIBERIAN ELM, RUSSIAN OLIVE & DEBRIS REMOVAL
SITE A 0+00-8+72	772 LF TRAIL 46,2978 SF DEBRIS REMOVAL
SITE B 0+00-8+00	800 LF TRAIL 48,214 SF DEBRIS REMOVAL

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



SPANISH FORK RIVER TRAIL SITE A RIVER TRAIL DEBRIS & TREE REMOVAL

DATE	
BY	
REVISION	
JLR	
DESIGN: LCS	
CHECK: LCS	
DATE: 1/9/2013	
SCALE:	1"=80'
DRAWING #:	1



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



**SPANISH FORK RIVER TRAIL
 SITE B
 RIVER TRAIL DEBRIS & TREE REMOVAL**

DATE	
BY	
REVISION	
JLR	
DESIGN: LCS	
CHECK: LCS	
DATE: 1/9/2013	
SCALE:	1"=80'
DRAWING #:	2

LEGEND	
	RIVER
	30' TAMARACK, SIBERIAN ELM, RUSSIAN OLIVE & DEBRIS REMOVAL
SITE A 0+00-8+72	772 LF TRAIL 46,2978 SF DEBRIS REMOVAL
SITE B 0+00-8+00	800 LF TRAIL 48,214 SF DEBRIS REMOVAL

Spanish Fork City

Contract Change Order

Change Order Number: **2**

Contract for	Barney, Inc.	Date	3/27/2013
Owner	Spanish Fork City		
To	GL# 81815362		

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
Site 7 - 5300 feet of Debris, Siberian Elm, Russian Olive & Tamarack removal		\$16,800.00
TOTALS :	\$0.00	\$16,800.00
NET CHANGE IN CONTRACT PRICE :	\$0.00	\$16,800.00

JUSTIFICATION:

We have extra money from the NRCS Grant and have extended the project to use these funds

The amount of the contract will be increased by the sum of : Sixteen Thousand Eight Hundred and 00/100 Dollars
\$16,800.00

The contract total including this and previous change orders will be : One Hundred Ninty Three Thousand Thirty Three
and 87/100 Dollars \$193,033.87

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

Recommended: _____ Date: _____
Engineering Division Manager

Approved: _____ Date: _____
Public Works Director

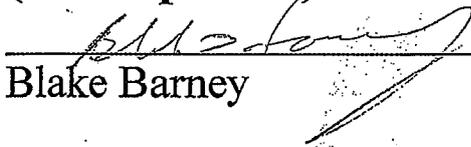
Approved: _____ Date: _____
Mayor

Accepted: _____ Date: _____
Contractor

Barney Inc.

Extra for Site #7

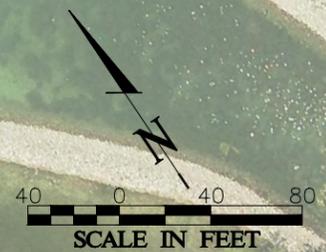
**5,300 LF Debris, Siberian Elm,
Russian Olive & Tamarack removal....\$ 16,800.00
(\$ 3.17 per LF)**



Blake Barney

Barney Inc.
1292 West 900 South
Spanish Fork, Utah 84660
801-372-0907
E-mail: bandbrental@yahoo.com

SITE 7



DEADWOOD REMOVAL
SITE 7 = 5,300 LF

SPANISH FORK RIVER

MATCH LINE
STA. = 13+00

LEGEND

	RIVER
	30' TAMARACK, SIBERIAN ELM, RUSSIAN OLIVE & DEBRIS REMOVAL
AREA 1 0+00-28+75	2,875 LF TRAIL 167,172 SF DEBRIS REMOVAL
AREA 2 0+00-45+16	4,516 LF TRAIL 275,597 SF DEBRIS REMOVAL
AREA 3 0+00-21+77	2,177 LF TRAIL 135,895 SF DEBRIS REMOVAL
AREA 4 0+00-100+99	10,799 LF TRAIL 616,392 SF DEBRIS REMOVAL
AREA 5 0+00-70+50	7,050 LF TRAIL 427,450 SF DEBRIS REMOVAL
AREA 6 0+00-4+45	445 LF TRAIL 28,687 SF DEBRIS REMOVAL
SITE 7 0+00-53+00	5,300 LF TRAIL 319,979 SF DEBRIS REMOVAL

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



SPANISH FORK RIVER TRAIL
SITE 7
RIVER TRAIL TREE & DEBRIS REMOVAL

DRAWN:	JLR	REVISION		DATE	
DESIGN:	LCS			BY	
CHECK:	LCS			JLR	
DATE:	12/6/2012				
SCALE:	1"=80'				
DRAWING #:	25				

