



## CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on June 18, 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 –Rick Salisbury](#)

#### 3. COUNCIL COMMENTS:

#### 4. SPANISH FORK 101: John Bowcut - SFCN Digital Conversion & Whole Home DVR

#### 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 – June 4, 2013](#)
- b. \* [Easement Agreement for 1800 North 200 East](#)
- c. \* [Chip Seal Interlocal Agreement](#)
- d. \* [Spanish Fork River Trail MAG Grant, Contract for Engineering & Environmental Work](#)
- e. \* [Moreton Asset Management Contract](#)

#### 6. PUBLIC HEARING:

- a. \* [Ordinance #09-13 Making Various Amendments to the Land Use Ordinance](#)
- b. [FY 2013 Budget Revision #3](#)
- c. [FY 2014 Budget](#)
- d. \* [Proposed Zone Change for the Trailside Subdivision, the proposal involves changing the zoning of a parcel located at 335 West 100 South from R-1-8 to R-1-6 with the Infill Overlay](#)
- e. \* [Proposed Zone Change for the Muhlestein Subdivision, the proposal involves changing the zoning of a parcel located at 1300 South Mill Road from Rural Residential to R-1-12](#)

#### 7. NEW BUSINESS:

- a. [Adopt FY 2013 Budget Revision #3](#)
- b. [Adopt FY 2014 Budget](#)
- c. \* [Proposed Preliminary Plat for the Trailside Subdivision located at 335 West 100 South](#)
- d. \* [Proposed Preliminary Plat for the Muhlestein Subdivision located at 1300 South Mill Road](#)

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

#### 9. CLOSED SESSION:

- a. Legal

### ADJOURN:

\* Supporting documentation is available on the City's website [www.spanishfork.org](http://www.spanishfork.org)

Notice is hereby given that:

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

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



## AGENDA REQUEST FORM

Date of Meeting Requested to Attend: 6/18/13

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

Name: SALISBURY/HOMES

Address: SPRINGVILLE UT 84406

Phone Number: 801 491 9091

Please list the subject and detailed information regarding your request:

ROOF PITCH ORDINANCE FOR  
MASTER PLANNED DEVELOPMENT

[Signature]

Signature

RICK SALISBURY

6/12/13

Date

Tentative Minutes  
Spanish Fork City Council Meeting  
June 4, 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; Seth Perrins, Assistant City Manager; Dave Anderson; Community Development Director; Chris Thompson, Public Works Director; Karen Bradford, Assistant Parks & Recreation Director; Kent Clark City Recorder/Finance Director; Steve Adams, Public Safety Director; Angie Warner, Deputy Recorder; Pam Jackson, Library Director; Bill Bushman, Building & Grounds Maintenance Supervisor; Janice Ottesen, Ball Park Concessions Manager.

Citizens Present: Richard A. Evans, Matt Barber, Cary Hanks, Brad Tanner, Ray Dawson, Steve Maddox, Brandon Watson, Steve Solen, Josh Terry, Dezeray Bethers.

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

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

Mayor Andersen led in the pledge of allegiance.

**PUBLIC COMMENTS:**

Dezeray Bethers complained of the slippery cement sides of the Spanish Oaks Reservoir and that it is very dangerous. Ms. Bethers' child fell in the water at the reservoir, she and her husband got in and it took three adults to get all three people out. Ms. Bethers feels that something should be done or someone is going to drown.

Seth Perrins addressed the liability issues of providing life saving devices or having a guard on duty.

Dave Oyler said that staff will look at the problem to see if there is something that can be done to help the problem.

**COUNCIL COMMENTS:**

Councilman Davis thanked everyone who helped with the veteran crosses for Memorial Day and that the Memorial Day program was great.

Councilman Scoubes thanked all involved with welcoming home and honoring PFC Cody Towse and his family.

Mayor Andersen thanked the Diamond Fork Riding Club for the veterans ride event.

**SPANISH FORK 101:** Election Update – Kent Clark

**American Leadership Academy Soccer Team**

Mayor Andersen congratulated the ALA soccer team for winning their first state championship.

**CONSENT ITEMS:**

49 a. Minutes of Spanish Fork City Council Meeting – May 21, 2013

50 b. Champion Challenge Rodeo Contract

51  
52 Councilman Leifson made a **Motion** to **approve** the consent items.  
53 Councilman Dart **Seconded** and the motion **Passed** all in favor.

54  
55 **PUBLIC HEARING:**

56 **FY 2014 Budget**

57 Kent Clark presented the FY 2014 Budget with a few changes since the tentative budget was  
58 presented on May 7th.

59 *-Sales Tax Increase \$120,000*

60 *-General Fund Transfer to RDA \$120,000*

61 *-Electric Fund Transfer to Capital Projects Fund –Canyon Creek of \$450,000*

62 *-Minor changes in misc. fees charged: Library & Police*

63 *-Garbage: UP from \$9.36 to \$9.93 per can*

64 *-Recycle: UP from \$6.13 to \$7.44 per can*

65 *-Electric(res): UP from \$.08484 Kwh to \$.08984 Kwh*

66  
67 Mr. Clark noted that this is only the public hearing for the budget there is no approval tonight.

68  
69 Councilman Davis made a **Motion** to move into Public Hearing.

70 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 7:11 p.m.

71  
72 Mayor Andersen welcomed public comment.

73  
74 Matt Barber spoke of his concerns about the ball park snack shack budget. Mr. Barber  
75 presented Mayor Andersen his document of his concerns and asked that it be attached to the  
76 minutes. Matt Barber Attachment.

77  
78 Brad Tanner complimented the council and staff for a great presentation of the comparison  
79 between Spanish Fork City and other cities. Mr. Tanner said as the Chamber of Commerce  
80 president, he wanted to thank the council for their assistance.

81  
82 Janice Ottesen expressed that the snack shack is more than just a hamburger. Ms. Ottesen is  
83 proud of the way that the workers learn to work and serve in the community.

84  
85 Councilman Leifson made a **Motion** to move out of Public Hearing.

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

87  
88 Councilman Gordon said the ball park snack shack is a quality of life. Councilman Gordon  
89 personally would pick the snack shack over some other fast food places. Councilman Gordon  
90 commented on the option of the school groups running the snack shacks; there are so many rules  
91 and permits, it's hard to just let anyone come in.

92  
93 Councilman Leifson expressed that we do care about the snack shacks and the cost. The City  
94 wants to provide this for the citizens without it being an expense to the city but not everything  
95 can pay for itself.

97 Mayor Andersen expressed that Spanish Fork City has maintained stability during the growth and  
98 economic downturns of the country. Cities exist to provide citizens a good quality of life. As  
99 Mayor Andersen looked through this budget he believes it is very responsible.

100  
101 Councilman Scoubes asked about Hogi Yogi running the snack shacks years ago when it was bid  
102 out.

103  
104 Karen Bradford said the City still had to cover some costs. The City could not dictate on prices  
105 or menu. Ms. Bradford reviewed a few of the cost details while Hogi Yogi operated the snack  
106 shacks.

107  
108 Mayor Andersen thanked Mr. Barber for presenting his concerns.

109  
110 Dave Oyler indicated that staff is open all year for citizens to come in and discuss anything with  
111 staff.

112  
113 **ADJOURN TO REDEVELOPMENT AGENCY:**

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

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

117  
118 **ADJOURN BACK TO CITY COUNCIL**

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

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

122  
123 **NEW BUSINESS:**

124 **Ordinance #08-13 Prohibiting Compression Engine Brakes in the City Limits in Order to Reduce**  
125 **Noise**

126 Junior Baker said the City has had requests from residents to eliminate engine brakes in the city.  
127 Mr. Baker reviewed the following:

128  
129 *Spanish Fork City Municipal Code §9.32.020 is hereby amended to include the*  
130 *definition of dynamic breaking device as follows:*

131 *Dynamic breaking device (commonly referred to as a "jake brake") means a*  
132 *device used primarily on trucks for the conversion of the engine from an*  
133 *internal combustion engine to an air compressor for the purpose of braking*  
134 *without the use of wheel brakes.*

135 *II.*

136 *Spanish Fork City Municipal Code §9.32.065 compression engine brakes, is hereby*  
137 *enacted as follows:*

138 *9.32.065 Compression Engine Brakes*

139 *A. It shall be unlawful for the operator of any vehicle equipped with a*  
140 *dynamic breaking device to use or otherwise apply such a device when*  
141 *traveling upon any street within the city limits.*

142 *B. This section does not apply to emergency vehicles.*

143 *C. This section does not apply in cases of bona fide emergencies when*  
144 *using an engine brake is reasonably necessary for public or personal safety.*

145  
146 Councilman Davis asked where in Spanish Fork this affects.

147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171

Junior Baker said Highway 6 and Canyon Road mostly. UDOT allows the city to regulate and then the City pays for the signs to be made and UDOT will install the signs.

Councilman Dart made a **Motion to approve** the Ordinance #08-13 Prohibiting Compression Engine Brakes in the City Limits in Order to Reduce Noise.

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

**Maple Highlands Preliminary Plat Reapproval**

Dave Anderson said Maple Highlands is located south of Maple Mountain High School by Highway 6. This plat was approved back in 2008 and has now expired. The request involves reapproving the plat in the original form with one change which involves upgrading the construction of the homes to justify the increase in the density.

Councilman Dart made a **Motion to approve** the Maple Highlands Preliminary Plat Reapproval.

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

**ADJOURN:**

Councilman Gordon made a **Motion to adjourn** to Closed Session to discuss Legal.

Councilman Dart **Seconded** and the motion **Passed** all in favor at 7:56 p.m.

**ADOPTED:**

---

Angie Warner, Deputy Recorder



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: June 14, 2013  
Re: Easement Agreement for 1800 North 200 East

---

## Staff Report

The city needs an easement at 1800 North 200 East to make upgrades to the electric system. These upgrades will increase the efficiency and safety of the system. The upgrades are necessary for the surrounding property to develop and will therefore be reimbursable to the city when development occurs.

We recommend that the city council approve this easement agreement for the amount of \$730.00.

Attached: agreement



## **200 EAST 46KV ELECTRICAL LINE EASEMENT AGREEMENT**

This agreement is entered between GLEN G. TANNER and REGINA J. TANNER (Owner) and SPANISH FORK CITY (City) for the purpose of constructing a new electrical line along 200 East through the property owned by Owner.

WHEREAS, Owner is the owner of real property in Spanish Fork, Utah, Parcel Serial# 26:048:0049, Quit Claim Deed ENT 25445:2010 Recorded March 30, 2010; and

WHEREAS, City is desirous of obtaining an easement along 200 East through property owned by Owner for the purpose of constructing and maintaining Public Utilities.

THEREFORE, the parties mutually agree to the following terms and conditions:

1. The easement is described as follows:

BEGINNING AT A FENCE CORNER LOCATED N00°15'58"W ALONG THE SECTION LINE 957.32 FEET AND EAST 1311.17 FEET FROM THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 8 SOUTH , RANGE 3 EAST, SALT LAKE BASE AND MERIDAIN; THENCE ALONG A WIRE FIELD FENCE N89°30'00"E 11.65 FEET; THENCE S01°59'01"W 43.61 FEET; THENCE WEST 11.53 FEET TO AN EXISTING WIRE FIELD FENCE; THENCE N01°50'13"E ALONG SAID FENCE 43.50 FEET TO THE POINT OF BEGINNING.

AREA: 505 SQ. FT

2. When the City installs utilities through the easement granted herein, the contractor doing the installation shall be required to haul away and dispose of any debris which is removed during excavation. City shall cause the excavated site to be restored to the same or similar condition which existed prior to excavation.
3. City shall repair and replace all grass, flowers, shrubs, trees, fences, sprinkler systems, parking areas, walkways, asphalt concrete and any other improvements located on the easement property or adjacent property of Owner that may be damaged in the prosecution of any work City, its agents, servants, employees, or contractors, and shall otherwise restore the surface condition to the same or substantially the same condition that it was in prior to such work by City and leave the easement and adjacent property of Owner in a clean condition free of litter and debris.
4. City shall be responsible for all improvements and costs associated with this agreement.

5. Owner agrees that this is a Public Utility Easement in perpetuity for the installation, maintenance, repair and replacement of public utilities, sidewalks, and appurtenant parts thereof and the right to reasonable access to Owners property for the above described purposes. The easement shall run with the real property and shall be binding upon the Owner and the owner's successors, heirs and assigns.
6. City agrees to pay Owner \$730.00 for this agreement. Price is based on an appraisal dated January 31, 2013 prepared by Nielsen and Company Real Estate Appraisers and Consultants. Report # 13.018.C
7. City shall pay Owner within 30 days of recording said easement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013

SPANISH FORK CITY By:

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

ATTEST:

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

\_\_\_\_\_  
GLEN G. TANNER

\_\_\_\_\_  
REGINA J. TANNER

# PUE- Tanner To SFC 2013



1" = 100 Ft

## Legend

-  PUE Tanner To SFC 2013
- Roads
  -  Not Paved
  -  Paved
  -  Railroad
-  Spanish Fork Boundary

Print Date: 6/14/2013



GEOGRAPHIC INFORMATION SYSTEMS

Spanish Fork City GIS  
40 South Main St  
Spanish Fork, UT 84660  
GIS Phone Numbers;  
(801) 804-4571 (Administrator)  
(801) 804-4570 (Intern)  
(801) 804-4572 (Intern)

Disclaimer: Spanish Fork City makes no warranty with respect to the accuracy, completeness, or usefulness of these maps. Spanish Fork City assumes no liability for direct, indirect, special, or consequential damages resulting from the use or misuse of these maps or any of the information contained herein. Portions may be copied for incidental uses, but may not be resold.





# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: June 11, 2013  
Re: Chip Seal Interlocal Agreement

---

## Staff Report

Spanish Fork City has combined efforts with the other south Utah County cities to perform chip seal operations for quite some time. This agreement is to reinstate and update our existing interlocal chip seal agreement.

We have updated the cost for equipment and personnel as well as made some minor corrections to the text. The text corrections were mostly to change references from named individuals to positions. We recommend that the city council approve this agreement.

Attached: agreement



## **CHIP SEAL INTERLOCAL AGREEMENT**

WHEREAS, the Utah Interlocal Cooperation Act (U.C.A. §11-13-1 et seq.) allows public entities, including municipalities, to enter into mutually advantageous agreements; and

WHEREAS, the cities of Elk Ridge, Goshen, Mapleton, Payson, Salem, Santaquin, Spanish Fork, and Springville have chip seal projects which will need to be completed as part of their road and street maintenance; and

WHEREAS, no single city has the equipment to complete such a project on its own; and

WHEREAS, the combined equipment resources of the cities would allow such a project to be completed if the equipment could be shared; and

WHEREAS, the necessary equipment is available from each city to complete the planned project in each of the cities; and

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

NOW THEREFORE, Goshen, Mapleton, Payson, Salem, Santaquin, Spanish Fork, and Springville, hereby enter into this interlocal agreement and hereby contract, covenant, and agree as follows:

1. The cities will share equipment and personnel as set forth herein for the purpose of assisting each other with the chip seal projects to be completed in some or all of the cities.

2. Spanish Fork City will coordinate the bidding and obtaining of materials. Spanish Fork City will be responsible for collecting and disbursing funds pursuant to this agreement.

3. Spanish Fork City will provide a foreman for the project in each city. The foreman is responsible to keep track of the hours worked in each city. The time will commence each day when actual work on the project commences for that day.

4. The project will begin in Springville and proceed south through each city.

5. Each city will contribute as much equipment, shown on exhibit A, as may be needed, together with the personnel to operate the equipment.

6. Payson City will designate what equipment is needed as the project is ready to commence in each city. Each city will then be responsible to see that the designated equipment and personnel are ready and available.

7. Each city will be charged the hourly rate for the equipment and personnel used on the project within it's city, based on the rates shown on exhibit A. Each City will receive a credit against that charge for the value of its equipment and personnel used on the overall project. Excess monies owed or to be received will be distributed through Spanish Fork City, pursuant to paragraph two. Transportation and mobilization costs will be shared equally by the cities over the course of the entire project.

8. Each city will be responsible to load material for the portion of the project within its city and provide its own equipment and personnel, outside this contract, for that purpose.

9. Spanish Fork City will be responsible to notify each city twenty four hours in advance of the commencement of the project within that city.

10. Each city will be responsible for its own preparatory work, including, but not limited to, patching, washing or sweeping the day prior, tree trimming, man-hole covers, or any other type of preparatory work required. Each city will also be responsible for sweeping the road

or street after the project is completed.

11. Each city is responsible to notify its own residents of the project and any inconvenience that may entail. Each city is responsible to provide its own traffic control.

12. Each city will designate to Spanish Fork City by May 15<sup>th</sup> of each year, which streets it will complete, which total will not exceed the lane miles estimate, as shown in exhibit B, by more than ten percent.

13. Spanish Fork City will be responsible to bid out chip and emulsion such that it will be available by June of each year. Each city will pay to Spanish Fork City the estimated cost for materials as shown on exhibit C on or before July 3<sup>rd</sup> of each year.

14. Each city will provide a place to store its chip material from the date of delivery (expected to be early to mid-June) until their project is completed. Emulsion will be delivered as needed.

15. At the end of the total project, a “true up” of costs will occur such that each city is charged the actual amount of costs for equipment, personnel, and material used for its project, and given a full credit for its equipment and personnel used to benefit the other cities.

16. Any dispute of sums owed or credits due will be subject to binding arbitration. The arbiters shall be the public works directors (or equivalent position) in each city. The majority decision of the arbiters shall be final and non-appealable.

17. The agreement is valid for one year from the date hereof. The Agreement will be automatically renewed for successive one year periods, to a maximum of 50 years, unless terminated by the parties. Any city may withdraw from participation by giving thirty days written notice to each other city, provided that any cost or expenses incurred on behalf of such withdrawing city shall still be paid by said city.

18. Each city will designate a representative to serve on an oversight committee. The committee will meet as needed to plan, supervise, and give direction to the entire project.

19. The services performed and expenditures made under this agreement shall be deemed for public and governmental purposes. All immunities from liability enjoyed by any city to this agreement shall extend outside that city's established geographic boundaries when the city is rendering services pursuant to this agreement. Each city shall waive any and all claims against the other cities providing service under this agreement. Each city shall indemnify and hold harmless any other city from property damage or personal injury which may arise out of any negligent activity performed by that city pursuant to this agreement.

20. All the immunities from liability and exemptions from law, ordinances, and regulations which the various employees have in their own jurisdictions, shall be effect in the jurisdiction in which they are giving service.

21. All wages, benefits, workers compensation coverage and similar items for the personnel employed on this project shall be paid by the city who employs such individual on a full or part-time basis.

22. Each city is required to maintain insurance on all equipment and liability insurance covering all personnel during the course of this project.

23. This agreement shall not be deemed to create or establish a separate legal entity, but each city a party hereto shall maintain their own separate legal status.

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

25. In the event that any party should be required to retain an attorney because of the default or breach of any other party or to pursue any other remedy provided by law, then the non-breaching or non-defaulting party shall be entitled to a reasonable attorney's fee, whether or

not the matter is actually litigated. Such a fee can also be awarded as part of the arbitration award referred to in paragraph sixteen.

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

27. The invalidity of any portion of this agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular shall be held to include the plural and vice-versa, and the use of any gender shall include any and all genders. The paragraph and section headings in this agreement are for convenience only and do not constitute a part of the provisions hereof.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ELK RIDGE CITY by:

\_\_\_\_\_  
HAL SHELLEY, Mayor

Attest:

\_\_\_\_\_  
Janice H. Davis, Recorder

Approved as to form:

\_\_\_\_\_  
City Attorney

TOWN OF GOSHEN by:

\_\_\_\_\_  
FRED JENSEN, Mayor

Attest:

\_\_\_\_\_  
LARRY BECK, Town Recorder

Approved as to form:

\_\_\_\_\_  
Goshen City Attorney

MAPLETON CITY by:

\_\_\_\_\_  
BRIAN WALL, Mayor

Attest:

\_\_\_\_\_  
CAMILLE BROWN, Recorder

Approved as to form:

\_\_\_\_\_  
Mapleton City Attorney

PAYSON CITY by:

  
\_\_\_\_\_  
RICHARD D. MOORE, Mayor

Attest:

  
\_\_\_\_\_  
JEANETTE C. WINETEER, Recorder

Approved as to form:





MARK SORENSON  
Payson City Attorney

SALEM CITY by:

\_\_\_\_\_  
RANDY BRAILSFORD, Mayor

Attest:

\_\_\_\_\_  
JEFFREY D. NIELSON Recorder

Approved as to form:

\_\_\_\_\_  
S. JUNIOR BAKER  
Salem City Attorney

SANTAQUIN CITY by:

\_\_\_\_\_  
JAMES DEGRAFFENRIED, Mayor

Attest:

\_\_\_\_\_  
SUSAN FARNSWORTH, Recorder

Approved as to form:

\_\_\_\_\_  
BRET RICH  
Santaquin City Attorney

SPANISH FORK CITY by:

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

Attest:

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

Approved as to form:

---

S. JUNIOR BAKER  
Spanish Fork City Attorney

SPRINGVILLE CITY by:

---

WILFORD W. CLYDE Mayor

Attest:

---

VENLA GUBLER, Recorder

Approved as to form:

---

JOHN PENROD  
Springville City Attorney

## Exhibit A: Chip Seal Equipment List

Hourly rate is without purchase price of unit

CITY	EQUIPMENT	QUANTITY	HOURLY RATE	HOURLY RATE W/ OPERATOR	FUEL P/HOUR	PRICE P/GALLON	TOTAL W/OPERATOR W/FUEL
SPRINGVILLE	Asphalt Roller	1	\$40.00	\$68.00	5.00	\$3.25	\$84.25
	Loader	2	\$40.00	\$68.00	5.00	\$3.25	\$84.25
	Street Sweeper	2	\$50.00	\$78.00	5.00	\$3.25	\$94.25
	Small Street Sweeper		\$15.00	\$43.00	3.00	\$3.25	\$52.75
	Ten Wheel Dump	3	\$30.00	\$58.00	7.00	\$3.25	\$80.75
	Personnel	8	\$28.00	n/a	n/a	n/a	n/a
MAPLETON	Loader	1	\$40.00	\$68.00	5.00	\$3.25	\$84.25
	Pnuematic Roller	1	\$40.00	\$68.00	5.00	\$3.25	\$84.25
	Ten Wheel Dump	1	\$30.00	\$58.00	7.00	\$3.25	\$80.75
	Personnel	3	\$28.00	n/a	n/a	n/a	n/a
SPANISH FORK	Chip Spreader	1	\$35.00	\$63.00	5.00	\$3.25	\$79.25
	Loader	2	\$40.00	\$68.00	5.00	\$3.25	\$84.25
	Street Sweeper	2	\$50.00	\$78.00	5.00	\$3.25	\$94.25
	Ten Wheel Dump	2	\$30.00	\$58.00	7.00	\$3.25	\$80.75
	Transport	1	\$30.00	\$58.00	7.00	\$3.25	\$80.75
	Personnel	6	\$28.00	n/a	n/a	n/a	n/a
	Foreman	1	\$30.00	n/a	n/a	n/a	n/a
SALEM	Ten Wheel Dump	1	\$30.00	\$58.00		\$3.25	\$58.00
	Personnel	6	\$28.00	n/a	n/a	n/a	n/a
PAYSON	Chip Spreader	1	\$35.00	\$63.00	5.00	\$3.25	\$79.25
	Loader	1	\$40.00	\$68.00	5.00	\$3.25	\$84.25
	Pnuematic Roller	3	\$40.00	\$68.00	5.00	\$3.25	\$84.25
	Ten Wheel Dump	1	\$30.00	\$58.00	7.00	\$3.25	\$80.75
	Transport	1	\$30.00	\$58.00	7.00	\$3.25	\$80.75
	Personnel	2	\$28.00	n/a	n/a	n/a	n/a
	Foreman	1	\$25.00	n/a	n/a	n/a	n/a
SANTAQUIN	Loader	1	\$40.00	\$68.00	5.00	\$3.25	\$84.25
	Six Wheel Dump	1	\$30.00	\$58.00	7.00	\$3.25	\$80.75
	Personnel	2	\$28.00	n/a	n/a	n/a	n/a
GOSHEN	Steel Wheel Roller	1	\$40.00	\$68.00	5.00	\$3.25	\$84.25
	Street Sweeper	1	\$50.00	\$78.00	5.00	\$3.25	\$94.25
	Ten Wheel Dump	1	\$30.00	\$58.00	7.00	\$3.25	\$80.75
	Personnel	1	\$28.00	n/a	n/a	n/a	n/a



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: June 14, 2013  
Re: Spanish Fork River Trail MAG Grant, Contract for Engineering and Environmental Work

---

## Staff Report

The Mountainland Association of Governments has selected the Spanish Fork River Trail project for \$1,800,000 of funding. The city and UDOT just completed an RFQ/RFP process and is recommending that Project Engineering Consultants (PEC) be selected to do the engineering and environmental work on this project.

We recommend that the City Council approve this contract with UDOT and PEC to do the engineering and environmental work for the Spanish Fork River Trail project for the maximum cost of \$160,184.75. The city's match on this project is 6.67%, or a maximum of \$10,732.38 for this consulting work. The city already has included these costs in the budget.

Attached: contract





# LOCAL GOVERNMENT CONTRACT

STATE OF UTAH  
LOCAL GOVERNMENT  
ENGINEERING SERVICES  
2010-2013 LG POOL (RPLOQ)  
COST PLUS FIXED FEE

CONTRACT NO. \_\_\_\_\_  
EFFECTIVE DATE \_\_\_\_\_  
TRACKING NO. \_\_\_\_\_

**Project No.:** F-LC49(142)  
**PIN Description:** Spanish Fork River Trail  
**FINET Prog No.:** 5385915D  
**PIN No.:** 10962  
**Work Discipline:** Preconstruction Engineering

1. **CONTRACTING PARTIES:** This contract is between Spanish Fork City, referred to as LOCAL AUTHORITY and

Project Engineering Consultants, Ltd  
2310 W. Mission Lane  
Phoenix, AZ 85201

**Legal Status of Consultant:** For Profit Corporation

**Fed ID No.:** 86-0466210

referred to as CONSULTANT, and approved by the Utah Department of Transportation, referred to as DEPARTMENT.

2. **REASON FOR CONTRACT:** The LOCAL AUTHORITY does not have sufficient qualified staff to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the LOCAL AUTHORITY with Preconstruction Engineering services as further described in Attachment C.

3. **PROJECT/CONTRACT PERIOD:** The project/contract will terminate May 6, 2014, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.

4. **CONTRACT COSTS:** The CONSULTANT will be paid a maximum of \$160,184.75 for costs authorized by this Contract as further described in Attachment D.

5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**

- Attachment A – Certification of Consultant and Local Authority
- Attachment B – Standard Terms and Conditions
- Attachment C – Services Provided by the Consultant
- Attachment D – Fees

The parties below hereto agree to abide by all the provisions of this contract. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONSULTANT** - Project Engineering Consultants, Ltd

**LOCAL AUTHORITY** - Spanish Fork City

By: [Signature] 6-13-13  
Title: Vice President Date

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

**UTAH DEPARTMENT OF TRANSPORTATION**

**DEPARTMENT Comptroller's Office**

By: [Signature] 6-12-13  
Title: Engineer for Preconstruction Date

By: \_\_\_\_\_  
Title: Contract Administrator Date

**CERTIFICATION OF CONSULTANT**

I hereby certify that I, Gary Horton, am a duly authorized representative of Project Engineering Consultants, Ltd and that neither I nor the above CONSULTANT I hereby represent has:

- (a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Utah Department of Transportation and the Federal Highway Administration in connection with this contract involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

6-13-13 \_\_\_\_\_  
 Date CONSULTANT Signature/Title [Signature] Vice President

**CERTIFICATION OF LOCAL AUTHORITY**

I hereby certify that I am the \_\_\_\_\_ of Spanish Fork City and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_ Date \_\_\_\_\_ Spanish Fork City Signature

**LOCAL GOVERNMENT  
ENGINEERING SERVICES CONTRACT  
STANDARD TERMS AND CONDITIONS**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Sections 27-12-21, 107 and 108; and 63-56 U.C.A. 1953, as amended, and the Utah State Procurement Regulations, which authorizes the LOCAL AUTHORITY and/or the DEPARTMENT to make purchases in accordance with said laws and regulations.
2. **CONTRACT JURISDICTION AND COMPLIANCE WITH LAWS:** The provisions of this contract shall be governed by the laws of the State of Utah. Also, the CONSULTANT and those engaged by the CONSULTANT shall comply with all Federal, State and local laws, regulations and other legally binding requirements that pertain to the services provided under this contract. Proof of the CONSULTANT'S compliance with licensing requirements shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.
3. **RECORDS ADMINISTRATION:** The CONSULTANT shall maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records shall be retained by the CONSULTANT for a period of at least four (4) years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. These records shall be made available at all reasonable times during the four year period for audit and inspection by the LOCAL AUTHORITY and/or the DEPARTMENT and other authorized State and Federal auditors. The CONSULTANT'S records supporting the cost proposal shall also be retained and made available for review by authorized Federal or State staff. Copies of requested records shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.
4. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Section 67-16-8, U.C.A. 1953, as amended. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than his employment or retention by the LOCAL AUTHORITY and/or the DEPARTMENT, in any contract or subcontract in connection with this project (Reference 23 CFR § 1.33). An example of this situation would be the CONSULTANT subcontracts with the Contractor to perform survey work while contracted by the LOCAL AUTHORITY and/or the DEPARTMENT to perform construction engineering management services for the same project.  
  
The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
5. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way the services on this contract of any present or former Utah Department of Transportation employee who was involved as a decision maker in the selection or approval processes or who negotiated and/or approved billings or contract modification for this contract.
6. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT shall be an independent contractor, and as such, shall have no authority, express or implied to bind the LOCAL AUTHORITY and/or the DEPARTMENT to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the LOCAL AUTHORITY, except as specifically authorized and set forth herein. Persons employed by the LOCAL AUTHORITY and acting under the direction of the LOCAL AUTHORITY shall not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT herein shall be the total compensation payable hereunder by the LOCAL AUTHORITY.
7. **INDEMNITY - LIABILITY:** The CONSULTANT shall hold harmless and indemnify the DEPARTMENT and the LOCAL AUTHORITY, their officers, agents and employees from and against any and all claims, suits and cost, including attorneys fees, for injury or damage of any kind to the extent arising out of the

negligent acts, wrongful acts, errors, or omissions of the CONSULTANT, or its subconsultants when acting within the scope of their subcontract, or their respective agents, employees or representatives.

The CONSULTANT is an independent contractor contracted with the LOCAL AUTHORITY and approved by the DEPARTMENT. Any periodic plan and specification review or construction inspection performed by the LOCAL AUTHORITY or DEPARTMENT arising out of the performance of the contract, does not relieve the CONSULTANT of its duty in the performance of the contract, or ensure compliance with customary standard of professional care.

8. **SEPARABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and shall not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.
9. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT shall furnish the LOCAL AUTHORITY and the DEPARTMENT a Certificate of Insurance applying to this contract for each type of insurance required, to be approved by the DEPARTMENT and the LOCAL AUTHORITY, before the CONSULTANT begins work under this contract. The CONSULTANT'S insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the LOCAL AUTHORITY and the DEPARTMENT:

- (a) General Liability and Automobile Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. The limit if different for this contract will be as designated in Attachment C to this contract. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate.

The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.

- (b) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$2,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
- (c) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect the CONSULTANT, its sub-consultants, the LOCAL AUTHORITY, and the DEPARTMENT from the loss of said information.
- (d) Aircraft Liability in the amount of \$1,000,000 per occurrence if aircraft are utilized in connection with this contract.
- (e) The CONSULTANT shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- (f) The CONSULTANT shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide the DEPARTMENT and the LOCAL AUTHORITY with 30 days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. The CONSULTANT further agrees to

provide the DEPARTMENT and the LOCAL AUTHORITY with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a) and 9(d) above are required to be endorsed naming the LOCAL AUTHORITY, UDOT, and the State of Utah as Additional Insureds and, on General Liability and Aircraft Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self insured programs are subject to review and approval by the State of Utah, Risk Manager.

- 10. HEALTH INSURANCE:** The CONSULTANT agrees that if the CONSULTANT has an initial contract of 1.5 million dollars or more, or the contract and modifications are anticipated in good faith to exceed 1.5 million dollars, or the CONSULTANT has a subcontract at any tier that involves a sub-consultant that has an initial subcontract of \$750,000 or more, and/or the CONSULTANT has a subcontract at any tier that is anticipated in good faith to exceed \$750,000; hereby certifies the following.

The CONSULTANT and all applicable sub-consultants have and will maintain an offer of qualified health insurance coverage for their employees, as defined in UCA Section 34A-2-104 for the employees who live and/or work within the State of Utah, along with their dependents, during the duration of the contract. Employee, for purposes of these requirements, shall be no broader than the use of the term employee for purposes of State of Utah Workers' Compensation requirements.

The Executive Director or designee shall have the right to request a recertification by the CONSULTANT by submitting a written request to the CONSULTANT, and the CONSULTANT shall so comply with the written request within ten (10) working days of receipt of the written request; however, in no case may the CONSULTANT be required to demonstrate such compliance more than twice in any 12-month period. The CONSULTANT and all applicable sub-consultants will be subject to all applicable penalties. The CONSULTANT will provide these same requirements in all applicable subcontracts at every tier.

- 11. PROGRESS:** The CONSULTANT shall begin the work required by this contract within one week following official notification by the DEPARTMENT to proceed. The CONSULTANT shall prosecute the work diligently and to the satisfaction of the LOCAL AUTHORITY and the DEPARTMENT. If Federal Funds are used on this contract the work will be subject to periodic review by the Federal Highway Administration.

The CONSULTANT will prepare monthly progress reports following the format established by the LOCAL AUTHORITY and the DEPARTMENT in sufficient detail to document the progress of the work and support the monthly claim for payment. Payments will not be made without a supporting progress report. In addition, the CONSULTANT will update the DEPARTMENT'S "electronic Program Management" (ePM) system bi-weekly to reflect the status of the project.

Progress conferences will be held periodically. The CONSULTANT will prepare and present written information and studies to the LOCAL AUTHORITY and the DEPARTMENT so it may evaluate the features and progress of the work. Any one of the three parties may request a conference; to be held at the office of any, or at a place designated by the LOCAL AUTHORITY or the DEPARTMENT. The conferences shall also include inspection of the CONSULTANT'S services and work products when requested by the LOCAL AUTHORITY or the DEPARTMENT.

The CONSULTANT will be required to perform such additional work as may be necessary to correct errors caused by the CONSULTANT in the work required under the contract without undue delays and without additional cost to the LOCAL AUTHORITY and the DEPARTMENT.

At any time the CONSULTANT determines the contract work cannot be completed within the specified time or budget, the LOCAL AUTHORITY and the DEPARTMENT shall be immediately notified in writing. The LOCAL AUTHORITY and the DEPARTMENT may, at their sole discretion, extend the contract by written modification.

The LOCAL AUTHORITY or the DEPARTMENT may terminate this contract in accordance with termination provisions of this contract including failure of the CONSULTANT to make satisfactory progress of the contract work.

Should the LOCAL AUTHORITY or the DEPARTMENT desire to suspend the work, but not terminate the contract, this will be done by verbal notification followed by written confirmation from the LOCAL AUTHORITY or the DEPARTMENT. The work may be reinstated upon 30 days advance written notice from the LOCAL AUTHORITY or the DEPARTMENT.

Unless extended or terminated in writing, this contract will terminate on the expiration date, or at the end of the specified calendar days.

- 12. REVIEW AND INSPECTION OF WORK:** It is expressly understood and agreed that authorized representatives of the LOCAL AUTHORITY, DEPARTMENT and, when Federal Funds are used, the Federal Highway Administration shall have the right to review and inspect the work in process, and the CONSULTANT'S facilities, at any time during normal business hours or by appointment.
- 13. NON DISCRIMINATION PROVISIONS:** The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35 U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive order 11375 and as supplemented in Department of Labor Regulations (41CFR Part 60), which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place. Sections 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds. The CONSULTANT further agrees to furnish reports to the LOCAL AUTHORITY and/or the DEPARTMENT upon request for the purpose of determining compliance with these statutes identified in this section. The CONSULTANT shall comply with the Americans With Disabilities Act (ADA).
- 14. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:** The CONSULTANT agrees to abide by the requirements of 49 CFR Part 29. By signing this contract the CONSULTANT certifies that to the best of their knowledge and belief that it or its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph 14(b) of this certification; and
  - (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the CONSULTANT is unable to certify to any of the statements in this certification, the CONSULTANT shall attach an explanation to this contract. Exceptions will not necessarily result in denial of award, but will be considered in determining CONSULTANT'S responsibility. Any exceptions noted shall identify to whom it applies, the initiating agency, and dates of the action. Providing false information may result in criminal prosecution or administrative sanctions.

- 15. CERTIFICATION OF COMPLIANCE ON LOBBYING RESTRICTIONS:** The CONSULTANT agrees to conform with the lobbying restrictions established by Section 319 of Public Law 101-121 (Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990) for contracts exceeding \$100,000 in Federal Funds. The CONSULTANT certifies, by signing this contract, to the best of their knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONSULTANT also agrees by signing this contract that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

- 16. **CERTIFICATION OF COMPLIANCE ON DRUG AND ALCOHOL TESTING:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT shall comply with all applicable provisions of Rule 916-6 Drug and Alcohol Testing in State Construction Contracts and UCA Section 63G-6-604 throughout the term of this Contract. The CONSULTANT shall provide this requirement in its contracts with subconsultants.
- 17. **CONSULTANT COST CERTIFICATION:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT has previously submitted a CONSULTANT certification of final indirect costs in accordance with the Federal Acquisition Regulations (FAR) cost principles as described in the FHWA Order 4470.1A and in the DEPARTMENT Financial Screening Application.
- 18. **OWNERSHIP OF DOCUMENTS:** All tracings, plans, manuscripts, specifications, data, maps, etc., prepared or obtained by the CONSULTANT, as a result of working on this contract, shall be delivered to and become the property of the LOCAL AUTHORITY. All documents and data pertaining to work required by this contract shall be the property of the LOCAL AUTHORITY and shall be delivered to the LOCAL AUTHORITY within 10 working days after termination of the contract, regardless of the reason for termination; and without restriction or limitation on their further use. Costs of all the above items shall be considered as included in the basic contract compensation for the work as described in ATTACHMENT C.

The CONSULTANT shall not be responsible for another party's application of information contained in the contract documents to other projects, or for uses other than that for which the information was intended. Should patentable discoveries or inventions result from work required by this contract, all rights to them shall be the sole property of the CONSULTANT. Except, the CONSULTANT agrees to grant to the United States Government and the State of Utah a non exclusive, non transferable, paid up, license to use the discovery or invention. The CONSULTANT is permitted to copyright reports and other contract products provided that the LOCAL AUTHORITY, the DEPARTMENT and the Federal Highway Administration have a royalty free, non exclusive, irrevocable right to reproduce, publish, or otherwise use and authorize others to use for governmental purposes.

- 19. **ASSIGNMENT AND SUBCONTRACTING:** The CONSULTANT shall not subcontract any of the work required by this contract, or assign monies to be paid to the CONSULTANT hereunder, without the prior written approval of the LOCAL AUTHORITY and/or the DEPARTMENT. The amount billed to the DEPARTMENT for subcontractor costs shall be the same amount the CONSULTANT actually pays subcontractor for services required by this contract. All payments made by the CONSULTANT to the

subcontractor for services required by this contract shall be subject to audit by the LOCAL AUTHORITY and/or the DEPARTMENT. All subcontracts must include all the same terms and conditions and provisions included in this contract. However, the prime CONSULTANT is responsible for ensuring that all work performed by sub-consultants is insured under their insurance policy, or they require that the sub-consultants meet the insurance provisions required under this contract.

The CONSULTANT must perform work valued at not less than 60% of the total contract amount, excluding specialized services, with its own staff. Specialized services are those services or items that are not usually furnished by a consultant performing the particular type of service contained in this contract.

20. **KEY PERSONNEL/STAFFING PLAN:** Any change in personnel from that specifically identified in Attachment C of this contract, must be submitted to the LOCAL AUTHORITY and the DEPARTMENT Project Manager and Consultant Services in writing and is subject to prior approval by the LOCAL AUTHORITY and the DEPARTMENT. Invoices submitted for payment with unauthorized personnel will not be paid.
21. **DISPUTES:** Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the LOCAL AUTHORITY and the DEPARTMENT by prior written authorization, will not be paid. The CONSULTANT shall notify the LOCAL AUTHORITY and the DEPARTMENT in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT shall not be paid the extra compensation. Proper documentation alone shall not prove the validity of the claim. The parties agree to use arbitration or mediation after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages \$100,000 or less, exclusive of interest and costs.
22. **CLAIMS - DELAYS AND EXTENSIONS:** The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances within its control during the progress of this contract. The LOCAL AUTHORITY and the DEPARTMENT may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The LOCAL AUTHORITY and/or the DEPARTMENT shall not waive any of its rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date.
23. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** The CONSULTANT (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to the LOCAL AUTHORITY and/or the DEPARTMENT under this contract.
24. **CONTRACT MODIFICATIONS:** This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract. If there is Federal funding as part of the revenue for this contract, the Federal Highway Administration must approve all changes.

Claims for services furnished by CONSULTANT, that are not specifically authorized by this contract or by appropriate modification, shall not be paid by the LOCAL AUTHORITY or the DEPARTMENT. When a contract modification has been agreed to by the parties no claim for the extra work done or material furnished shall be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding.

25. **TERMINATION:** This contract may be terminated as follows:
- (a) Mutual agreement of the parties; in writing and signed by the parties.
  - (b) By either party for failure of the other party to fulfill its obligations, as set forth with the provisions of this contract and in particular with Attachment C, "Services Provided by the CONSULTANT" or Section 40, "Duties of the DEPARTMENT". Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the LOCAL AUTHORITY or the DEPARTMENT. Written notice of intent to terminate is required and shall specify the reasons supporting termination.

- (c) By the LOCAL AUTHORITY or the DEPARTMENT for the convenience of the State or the LOCAL AUTHORITY upon written notice to the CONSULTANT.
- (d) Upon satisfactory completion of required contract services.

On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination shall be made to establish the amount due to or from the CONSULTANT. If the contract fee type is Cost-Plus-Fixed-Fee-With-Fixed-Total-Additive-Rate and the contract is terminated for reasons other than (d), the final fixed fee amount will be paid in proportion to the percentage of work completed as reflected by the periodic invoices as of the date of termination of the contract. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the contract.

26. **DESIGN/CONSTRUCTION:** The CONSULTANT will utilize all current DEPARTMENT standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services. This contract may remain open for modifications for any unforeseen work that may be deemed necessary by the DEPARTMENT going into the construction phase to accommodate future work by the prime CONSULTANT or sub-consultant. CONSULTANT will perform the services in accordance with the customary standard of professional care.
27. **ELECTRONIC PLAN ROOM DOCUMENTATION:** All consultants will be expected to adhere to the current DEPARTMENT development standards on the web site. It is the CONSULTANTS responsibility to provide all plans, specifications, surveys, and associated data in the DEPARTMENT acceptable electronic formats on one or more CD's. All project data will be organized in the DEPARTMENT'S project directory structure as specified in the DEPARTMENT'S current CADD Standards. It is the CONSULTANT'S responsibility to be aware of all DEPARTMENT requirements and formats. The DEPARTMENT CADD standards are available at the Engineering Technology Services (ETS) sub-page of the DEPARTMENT website [www.udot.utah.gov/ets](http://www.udot.utah.gov/ets).

Computer Aided Drafting and Design acceptable formats are as follows:

- (a) Drafting: MicroStation Design format (.dgn) by Bentley Systems Inc., version 8.5 or higher.
- (b) Civil Design: InRoads by Bentley Systems Inc. version 8.8 or higher acceptable formats are as follows: Geometry files (.alg), Surface or digital terrain models (.dtm), Template libraries (.itl), and Roadway Designer files (.ird).
- (c) Survey and Photogrammetry: InRoads Survey format (.fwd) by Bentley Systems Inc. version 8.8 or higher. Raw survey files will be in ASCII format, (point number, Northing, Easting, Elevation and code). Survey points will be coded using the DEPARTMENT feature codes located in the DEPARTMENT preference file (.xin) and Raster Images (aerial photos) will be in MicroStation compatible formats. Design and Survey work will adhere to the DEPARTMENT CADD Standards and "Mapping & Aerial Photogrammetry" Guide.
- (d) Plotting: In order for the project to be published into the DEPARTMENT Electronic Plan Room (EPR) system, the CONSULTANT will prepare a file to direct the DEPARTMENT's plotting software, InterPlot, by Bentley Systems Inc. to produce the correct output. This is the InterPlot Organizer's plot-set file (filename.ips). This file contains specifications for each sheet in the plan set and controls the order and name of each sheet as they will appear in the EPR system. Instructions for preparing this file can be found at the DEPARTMENT Engineering Technology Services (ETS) website as stated above.
- (e) Responsibility: Region Designers/Consultants, Action - When submitting electronic files for advertising, Region or consultant designers must deliver to the DEPARTMENT the design files on CD's in the established project directory structure. The following files must be included in the submittal: 1) Major design files, including roadway design, structure, striping, signing, signals, and

profiles (Microstation format), 2) Existing topography and existing utilities (Microstation format), 3) Existing and proposed surfaces (dtm format), 4) InRoads alignments (alg), templates (itl), roadway designer files (ird) and preference files (xin), 5) Configuration and resource files including font and linestyle resource files.

- (f) Placement: Action – Project data must be delivered to the DEPARTMENT on CD's in the established project directory structure.

The CONSULTANT will be responsible for the accuracy of the translated data.

Technical and Standards support will be provided to the CONSULTANT through the Engineering Technology Services Group of the Project Development Division at UDOT.

- 28. REQUIREMENTS FOR COMPUTER ELEMENTS:** Hardware, firmware and/or software elements that the CONSULTANT procures, furnishes, licenses, sells, integrates, creates and/or enhances for the LOCAL AUTHORITY and the DEPARTMENT under this contract shall achieve the specific objectives specified in the work plan. These elements shall be free of defects, or "bugs," that would prevent them from achieving the objectives specified in the work plan.

Computer software and applications created and/or enhanced under this contract shall include as deliverables; user instructions, program documentation, program listings, source code and executables in specified compiled formatted files. The program documentation shall include flow charts and detailed treatment of decision algorithms and their technical basis. Appropriate LOCAL AUTHORITY individuals will review "user instructions" and "program documentation" for acceptability. Formal sign-offs will record such events and be part of the project repository. Software development and operating system platforms shall be approved by the LOCAL AUTHORITY and the DEPARTMENT and specified in the work plan. Changes to these platforms shall only be allowed by written authorization by the LOCAL AUTHORITY and the DEPARTMENT.

- 29. COST PRINCIPLES:** Regardless of the funding source, the costs allowable for reimbursement will be governed by the Federal Acquisition Regulations, Title 48, Part 31, as modified by Utah State law, administrative rules, and regulations on contract provisions.
- 30. RIGHT OF WAY SUBMITTAL REQUIREMENTS:** As of April 1st 2004, the following information is to be submitted by the Right of Way Design Firm for each Right of Way package submitted. These requirements should be included in each Right of Way Design firms contract for services.

Submit the following information to the Region for review and processing.

Send in all five hard copies of the right of way package.

Send a CD with the following folders and content for each right of way summary.

- (a) Ownership Folder with all electronic Ownerships for this package in "**Word**" format.
- (b) Office Copy Folder with electronic Office Copies of deeds in "**Word**" for Office copies in this summary).
- (c) Signature Copies Folder with electronic copies of the Signature Deeds in "**Word**" for Signature copies in this summary.
- (d) Summary (RW-53) in "**Word**" for parcels submitted in this summary.
- (e) E-Summary containing the electronic summary spreadsheet in "**Excel**" in the format shown above for the parcels in this summary.

Submit approximately 10 Ownerships (with the deeds for that ownership) on each Summary or E-SUMMARY.

File names for E-SUMMARIES must be capitalized. Example; **E-SUMMARY-54P.xls** (UDOT will convert the spreadsheet file to another format and use the same name in lower case e-summary-54p)

Parcel numbering on **CD**

<b>Summary (RW-53) Same as old way</b>	
<b>Office</b>	<b>001_Off.doc</b>
<b>Signature</b>	<b>001_Sig.doc</b>
<b>Ownership</b>	<b>001_Own.doc</b>

31. **GOVERNMENT RECORDS AND ACCESS MANAGEMENT ACT:** Pursuant to the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated, the CONSULTANT understands that if it believes that any records it submits to the DEPARTMENT and/or LOCAL AUTHORITY should be considered confidential for business purposes under Utah Code Ann. §63G-2-309, it must attach written notice of that opinion to the record when it first submits it. The CONSULTANT understands that the DEPARTMENT and/or LOCAL AUTHORITY will not treat any such record as confidential under Section 63G-2-309 absent such written notification. Additionally, the CONSULTANT agrees that neither the State of Utah, the DEPARTMENT and/or LOCAL AUTHORITY, nor any of their agents or employees are responsible for disclosure of any record that the CONSULTANT considers confidential if either the State Records Committee or a court orders it released.
32. **WORK ACCEPTANCE:**
- (a) All work performed under this contract shall be performed in accordance with Standards, Specifications, Manuals of Instruction, Policies and Procedures established by the DEPARTMENT. All work shall be subject to the approval of the LOCAL AUTHORITY and the DEPARTMENT through its designated representatives. When the work is Federally funded, the LOCAL AUTHORITY and the DEPARTMENT will coordinate with the Federal Highway Administration (FHWA) to obtain concurrence in the work.
- (b) Reviews and Quality Assurance: All contracts require a quality control / quality assurance plan and checklist. For design projects specifically, the CONSULTANT shall deliver a project specific QC/QA plan that meets or exceeds the DEPARTMENT'S standard QC/QA plan located on the DEPARTMENT web page at <http://www.udot.utah.gov/go/qcqa>. If the CONSULTANT elects to use their own QC/QA plan, that plan shall, as a minimum, contain the requirements of the DEPARTMENT'S plan and be approved by the DEPARTMENT'S Project Manager. In addition to the QC/QA checklists and certifications, back up documentation of the QC/QA plan shall be maintained. The back up documentation shall include, but not be limited to the following items:
- (1) Check prints and calculations
  - (2) Comment resolution forms
  - (3) Written records of the findings of the Quality Control check
  - (4) Peer review letters, memoranda, etc.
  - (5) Any other correspondence regarding the Quality Control activities involving the task.
33. **GENERAL CONTROL AND INSPECTIONS:** The CONSULTANT shall be represented at progress review meetings as may be scheduled by the LOCAL AUTHORITY and the DEPARTMENT. The CONSULTANT shall accompany LOCAL AUTHORITY and the DEPARTMENT personnel and other representatives on field inspections and at conferences as may be required.
34. **IF THIS CONTRACT IS FOR DESIGN:** The design consultant will be retained to answer and clarify any questions on the design during construction. The consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on the CONSULTANT as he needs him. If the work required from the CONSULTANT is due to errors in the design, the CONSULTANT will not be reimbursed. To enhance the communication between the LOCAL AUTHORITY, the DEPARTMENT and Consultants, the LOCAL AUTHORITY and the DEPARTMENT are requiring that the CONSULTANT attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting. These meetings should be included in the detail work plan.

**35. IF THIS CONTRACT IS FOR CONSTRUCTION ENGINEERING MANAGEMENT:**

- (a) **Construction Administration**  
Administration of any construction project delegated to the CONSULTANT. The CONSULTANT will perform activities for Construction Administration as identified and defined in the *UDOT Construction Manual of Instruction*. Deliverables and checklists for the project are based on project specifications. The CONSULTANT is required to comply with DEPARTMENT partnering requirements and oversee contractor participation. This includes but is not limited to attending DEPARTMENT training, leading the partnering effort on the project along with the contractor, participating in weekly updates on the partnering website, and monitoring and measuring partnering on the project. The CONSULTANT is responsible for required documentation for any item addressed in the project specifications and Construction contract. Items will include, but not be limited to, Materials Testing, Materials Certifications, Change Orders, Project and Materials Inspection, Civil Rights requirements, Engineer's Diary, Subcontracts, Payrolls, Meeting Minutes, Project Scheduling and Process Review summaries.
- (b) **Materials Testing and Inspection**  
The CONSULTANT will perform materials testing and inspection in accordance with the requirements of the project Construction contract. These requirements include the Materials Acceptance and Independent Assurance Programs, as outlined in the *UDOT Materials Manual of Instruction (MOI)*. The Materials Acceptance Program defines requirements for acceptance testing and verification testing. The Independent Assurance Program defines requirements for independent assurance testing, personnel qualifications and laboratory qualifications.
- (c) **Acceptance Testing/Inspection**  
Acceptance testing/inspection will be performed in accordance with the project specifications and *UDOT Minimum Sampling and Testing Requirements (MS&T)*. Minimum frequencies for materials acceptance testing and inspection are defined in the UDOT MS&T and are the absolute minimum for the identified materials, regardless of special provision requirements.
- (d) **Independent Assurance Testing**  
Requirements for Independent Assurance testing are outlined in the UDOT Materials MOI and project level requirements will be performed and documented by the CONSULTANT at the project level. Documentation will be provided for IA test results, personnel qualifications and laboratory qualifications. Documentation for personnel and laboratory qualification will be performed prior to any sampling or testing being performed on the project.
- (e) **Project Inspection**  
Project Inspection is a combination of the presence of the CONSULTANT, and the documentation of the project's daily activities. The CONSULTANT will perform inspection in accordance with project specifications and documentation will include, at a minimum, Inspector's Daily Reports, materials placement inspection reports, project diaries, measurement and payment information, and project visual reviews for items such as traffic control placement and conformance, etc.
- (f) **Project Closeout**  
Project information obtained through contract administration, materials testing and project inspection will be collated and reviewed by the CONSULTANT to assure that all of the necessary documents are present to demonstrate compliance with the plans, specifications and Construction contract. Closeout will be performed in accordance with the comprehensive checklist in the UDOT Construction MOI and will include at a minimum, all C-106 forms, the project C-196 form, all change orders and all administrative requirements, such as payrolls and Civil Rights requirements.
- (g) **The DEPARTMENT's Construction Manual of Instruction and Materials Manual of Instruction can be obtained from Central Construction and Materials Division 801-965-4346 or available at the sub-page of the DEPARTMENT website [www.udot.utah.gov/ets](http://www.udot.utah.gov/ets).**

**36. INSPECTION OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS) AND ELECTRICAL CONSTRUCTION:** In order to ensure complete impartiality in the performance of construction inspection, any consultant engineering companies who are concurrently performing or bidding on ITS or electrical

construction work for the LOCAL AUTHORITY and/or DEPARTMENT will not be considered eligible to perform construction inspection of ITS or electrical work on any projects as part of a consultant contract.

Consultants who are selected to do ITS or electrical construction inspection as part of a consultant contract will be requested to affirm that they currently are not performing or bidding on any electrical or ITS construction work for LOCAL AUTHORITY and/or DEPARTMENT and will not for the duration of the relevant consulting contract.

For the purposes of this provision, ITS or electrical construction is defined as follows:

Work involving the installation or repair of underground electrical conduit, electrical cables, fiber-optic cable, or any other construction work involving 120 volt (or greater) current for which an electrician's license is required. Field work taking place inside an electrical cabinet, or involving low voltage detection or data circuits, will *not* be considered ITS or electrical construction. Diagnosis, testing, calibration, aiming, resplicing, or repair of low voltage detection circuits, fiber-optic cable, or detection equipment will *not* be considered ITS or electrical construction.

Consultant engineering companies who also perform ITS or electrical construction work under contract to LOCAL AUTHORITY and/or DEPARTMENT *will* be eligible to perform the following types of consulting work, provided that the work is on completely different projects, with no possibility for conflict of interest: design work, ITS system integration, software development.

37. **NO THIRD PARTY BENEFICIARIES:** The parties enter in to this contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this contract.
38. **COORDINATION WITH DEPARTMENT FUNCTIONAL MANAGERS:** In order to ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the Region and/or Central Functional Managers in addition to the DEPARTMENT Project Manager. It is important for consultants to seek input into decisions from the technical experts within the DEPARTMENT.
39. **USE OF STATE SEAL AND UDOT LOGO:** The CONSULTANT will not misrepresent their employees as State of Utah employees. The CONSULTANT will not use the Utah State Seal or UDOT logo on business cards for their employees nor use Utah or UDOT letterhead on correspondence signed by their employees with the following exception: the CONSULTANT may incorporate the UDOT logo on their business cards stating, "In partnership with UDOT" in addition to the CONSULTANT'S own logo. The CONSULTANT may prepare correspondence for the approval and signature of appropriate State of Utah employees.
40. **DUTIES OF THE LOCAL AUTHORITY AND THE DEPARTMENT:**
- (a) **Guarantee Access:** The LOCAL AUTHORITY and/or the DEPARTMENT shall guarantee access to and make all provisions for the CONSULTANT to enter upon all lands, both public and private which in the judgment of the parties hereto are necessary to carry out such work as may be required.
  - (b) **Prompt Consideration:** The LOCAL AUTHORITY and the DEPARTMENT shall give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.
  - (c) **Documents:** The DEPARTMENT shall furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. Specific materials related to this contract that will be furnished by the LOCAL AUTHORITY and the DEPARTMENT.
  - (d) **Services:** The LOCAL AUTHORITY and the DEPARTMENT will perform standard services relating to this contract.

**SERVICES PROVIDED BY THE CONSULTANT****1. SCOPE SUMMARY:**

This Contract will include the Preconstruction design for the Spanish Fork River Trail system to completion. Elements of design will require a foot path type bridge, retaining walls and slopes path design.

**2. SCOPE DOCUMENTS:**

Following are the scope items contained in this attachment pages 2 through 16:

- (a) Approval Memo
- (b) Detailed Work Plan
- (c) Personnel/Staffing Plan
- (d) Schedule
  - (1) Completion: All work shall begin within seven (7) days of notice to proceed and shall be completed by May 6, 2014.
  - (2) Project/Contract Period: The project/contract will terminate May 6, 2014, unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the CONSULTANT shall submit a "Contract Time Extension Modification" to the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager for approval and processing.
- (e) Certificate of Insurance



# UDOT Consultant Services Contract Approval Memo

Memo Printed on: June 10, 2013 2:37 PM



**PM Approval Date:** June 6, 2013

**UDOT PM:** Justin Schellenberg

The Project Manager has reviewed and approved the contract/modification documents: Executive Summary, Work Plan, QC/QA Plan and Checklist, Staffing Plan, Work Schedule, and Cost Proposal.

## PROJECT INFORMATION

**PIN:** 10962  
**Project No.:** F-LC49(142)  
**Job/Proj:** 5385915D  
**PIN Description:** Spanish Fork River Trail

## CONTRACT INFORMATION

**CS Admin:** Michael R. Butler  
**Contract No.:** New Spanish Fork River Trail Design  
**Mod No.:**  
**Expiration Date:** May 6, 2014  
**Contract/Mod Amount:** \$160,184.75  
**Fee Type:** COST PLUS FIXED FEE  
**Selection Method:** POOL - GE / LG (RPLOQ)  
**Period:** 2010-2013 GE / LG  
**Phase:** PRELIMINARY ENGINEERING  
**Discipline:** PRECONSTRUCTION ENGINEERING

## CONTACTS

<u>Consultant</u>	<u>Local Government</u>
PROJECT ENGINEERING CONSULTANTS, LTD	Spanish Fork City
2310 W. MISSION LANE	Cory Pierce
PHOENIX, AZ 85201	40 S MAIN
	PO BOX 358
	SPANISH FORK, UT 84660
	(801) 804-4552
	CPIERCE@SPANISHFORK.UT



Michael Butler <michaelbutler@utah.gov>

---

## Local Approval Memo ~ Project No. F-LC49(142) / PIN 10962

---

Cory Pierce <cpierce@spanishfork.org>

Wed, Jun 12, 2013 at 8:54 AM

To: Michael Butler <michaelbutler@utah.gov>

Cc: Justin Schellenberg <jschellenberg@utah.gov>, jered Johnson <jjohnson@spanishfork.org>

Mike,

Thanks for sending the documents over. Spanish Fork City is aware/okay with the contract being put together. We also understand that the contract limit is \$600,000 per the RPLOQ process. Let me know if you need anything else.

Thanks,

Cory Pierce

Spanish Fork City

cpierce@spanishfork.org

801-804-4552

**From:** Michael Butler [mailto:michaelbutler@utah.gov]

**Sent:** Tuesday, June 11, 2013 5:06 PM

**To:** cpierce@spanishfork.org

**Cc:** Justin Schellenberg

**Subject:** Re: Local Approval Memo ~ Project No. F-LC49(142) / PIN 10962

[Quoted text hidden]

# PROJECT ENGINEERING CONSULTANTS, LTD

Prime

## UDOT Executive Summary

Contract Number:	NEW	Mod:			
Project Number:	F-LC49(142)	PIN:	10962	UDOT Project Manager:	Justin Schellenberg
PIN Description:	Spanish Fork River Trail				

### Brief Description

UDOT and Spanish Fork City are collaborating to deliver the Spanish Fork River Trail Project using the traditional design-bid-build delivery method. Project Engineering Consultants (PEC) has been selected by UDOT and Spanish Fork City to provide survey, environmental, geo-technical, right-of-way, design engineering and landscape architectural services for the Spanish Fork River Trail Project. Trail improvements will include a 12 foot asphalt trail in to link existing trail segments as well as new trail. A pedestrian bridge is planned near Main Street of Spanish Fork and will allow users access across the Spanish Fork River.

### Project Team

Project Engineering Consultants (PEC) will be the only consultant on the project. No sub-consultants are necessary.

### Assumptions

Assumptions include:

Trail alignment has been determined by the Spanish Fork Trails Master Plan.

### Phasing

No phasing is necessary.

### Fee Type

Cost plus fixed-fee with a not to exceed amount as identified in the cost estimate. If at any time the project identifies additional items to be necessary, a modification will be prepared to ensure all parties are in agreement with any necessary changes.

**PROJECT ENGINEERING CONSULTANTS, LTD**

*Prime*

**UDOT Work Plan**

Contract Number:	NEW	Mod:			
Project Number:	F-LC49(142)	PIN:	10962	UDOT Project Manager:	Justin Schellenberg
PIN Description:	Spanish Fork River Trail				

**Activity: 01L**

PEC to provide support if necessary.

**Activity: 03L**

PEC to provide support if necessary.

**Activity: 05L**

PEC to provide support if necessary.

**Activity: 07L**

Task 07L - KICKOFF MEETING

- 1) Prepare project Charter, Schedule, Communication Chart, and Communication Plan, Scope, Estimate, and QA plan.
- 2) Prepare plan sheets illustrating base mapping.
- 3) Discuss the details of design on the project (right of way, medians, lane configurations, storm drainage, utilities, driveways, access points, etc.)
- 4) Conduct and document a kickoff meeting.
- 5) Prepare and distribute minutes stating findings and recommendations to Project Team.

It is imperative that all necessary review sections attend the kickoff meeting so all design elements are discussed and issues are finalized.

**Activity: 09L**

Task 09L - INITIAL DESIGN

DEVELOP MAPPING AND TOPOGRAPHY

- 1) PEC will map and prepare a complete survey within the existing right-of-way of the corridor which includes the trail cross-section, and slope treatments. The following tasks will be included:
  - a. PEC will create a digital terrain model of the existing conditions
  - b. Set control, tie monumentation;
  - c. Map surface utilities (this proposal does not include inverts or potholes);
  - d. Map storm drain structures including catch basins, manholes, ditches, diversion boxes within proposed ROW and

measure inverts or shoot flow lines;

e. Survey elevation and location every 50-feet, with full cross sections (10-feet +/- behind anticipated edge of asphalt);

f. Cross section:

g. Side streets and crossings at 100 feet from trail;

h. Existing ground elevations, curb and gutter, trees, edge of asphalt, storm drain inlets and manholes, sewer manholes, water valves, hydrants and other necessary information will be collected within the defined project limits. The topographic information will be summarized in a base survey site drawing.

i. CAD work and project drawings will be developed in Microstation Format.

#### DEVELOP INITIAL ALIGNMENT

1) In accordance with AASHTO, UDOT, and Spanish Fork City standards, PEC will finalize the initial horizontal and perform the vertical alignment for the roadway and driveway design.

2) Tie horizontal alignment data to survey and generate control points. OBTAIN PRELIMINARY UTILITY INFORMATION

2) Quality level "C & D" designation: Request from utility companies appropriate remaining as built plans and/or "blue staking" of their facilities.

a. Coordinate with Region Utility Coordinator the notification to utility companies of impending construction by providing plans and/or a letter describing the project and its schedule.

b. After information is gathered from the utility companies PEC will place the information on the project plans and field verify the horizontal location.

c. PEC in conjunction with Spanish Fork City and UDOT will determine what utilities need to be potholed to gather vertical information and locations. We anticipate there will need to be pothole information gathered along the corridor to confirm the necessary depth is available.

3) Quality Level 'A' designation is anticipated to be approximately 10 holes. This will include a Vac Truck, disposal of materials (assuming non-hazardous), traffic control, and removal/patching of asphalt with road base and cold mix. We will also assume that no flaggers will be required, a minimum of 10 holes per site visit will be given/required, and hours of work will be between 9:00-5:00 pm.

#### DEVELOP RIGHT-OF-WAY PLANS

1) Research existing records and determine property lines within the project limits.

2) Existing right-of-way information will be collected and incorporated into the electronic topographic map outlining pertinent property boundaries adjacent to the roadway.

3) Verification of the existing right of way will be completed by our registered land surveyor.

4) PEC will prepare an existing Right-Of-Way base map based on county documents and ROW drawings.

5) PEC will prepare documents for takes on 2 properties.

#### GEOTECHNICAL INVESTIGATION

1) PEC will conduct soil sampling necessary for the project. A maximum of four test holes will be drilled within the project limits. Test holes will be for design of pavement, noise walls, and/or MSE walls.

PEC will prepare a geotechnical report based on findings from borings performed within the project area and site visits. PEC will review background documents which may include site plans and profiles, in-house geotechnical data, aerial photographs, and published geologic soils maps and literature. PEC will conduct a site inspection by an experienced engineer to assess site conditions and potential geologic hazards. PEC will coordinate marking of existing utilities on the ground surface at the site through "Blue Stakes". PEC will drill, log, and sample a minimum of four

exploratory borings which will be advanced to depths ranging from approximately 15.0 to 40.0 feet. PEC assumes that no borings will be taken from a concrete or asphalt surface, that borings will be backfilled with tailings from the borings, and that some drilling fluid leaks will not be a problem in the area. Selected samples from boring will be tested to assist in the classification and evaluation of the soil engineering properties. Such tests may include grain size distribution (gradation), Atterberg limits, moisture content and dry density determinations, and swell/consolidation tests. Preparation of a geotechnical report by a licensed professional engineer that presents the data gathered as well as our opinions and recommendations concerning geotechnical design criteria. Specifically, the report will cover the following areas:

- Compilation and analysis of all field and laboratory data obtained.
- Stamped by a licensed professional engineer that presents the data gathered as well as our opinions and recommendations concerning geotechnical design criteria.
- Foundation support including soil bearing pressures, minimum footing size, frost depth, and other criteria for foundation design required to maintain acceptable settlements and to prevent bearing capacity failure of the ground supporting the foundations.
- Soil material and compaction requirements for site fill, construction backfill, and for support of structural foundations.
- Recommendations for surface drainage.
- Mitigation of soil stability problems.
- Evaluation of potential subsurface soil swell.
- Soil material and compaction requirements for structural fill, trench backfill, and for support of embankments and pavements.
- Corrosion potential of on-site soils to concrete.
- Pavement design for the roadway reconstruction based on laboratory tested 3-point CBR test.

#### DEVELOP PAVEMENT DESIGN

1) Based upon the geotechnical data collected and projected traffic conditions within the project limits, PEC will prepare a pavement design for the project.

#### DEVELOP 30% PLANS

- 1) Typical sections will be developed which define roadway elements, slopes, cut/fill lines, etc.
- 2) Preliminary design of trail and landscaping will be prepared.
- 3) Prepare structural drawings
- 4) Deliver scroll plot of 30% plans.
- 5) Enhancement items will be identified.
- 6) PDC form will be developed, submitted to North Salt Lake City for review and concurrence, and then will be forwarded to the UDOT Project Manager/Region for final approval.
- 7) Update ePM and project schedule
- 8) Engineers estimate will be generated and delivered to client to reflect the 30% design documents and will be checked against the available funding.

**Activity: 11L**

Task 11L - APPROVE DESIGN EXCEPTIONS

1) Process and approve design exceptions generated from 30% design. It is anticipated that this process will continue throughout the design of the project as deviations are identified.

**Activity: 13L**

Task 13L – PREPARE CAT EX

ENVIRONMENTAL RESOURCE SURVEYS AND REPORTS

- 1) Cultural Resources: an archaeological survey will be performed and a report will be provided to UDOT Region 3 Environmental for review and comment, with the Regional NEPA/NHPA Specialist providing
- 2) Wetland and Water Resources: A survey locating jurisdictional Waters of the US and a report will be provided to UDOT Region 3 Environmental for review and comment.
- 3) Wildlife: Correspondence with the US Fish and Wildlife Service (USFWS), Department of Wildlife Resources (DWR) and the UDOT Biologist to document potential impacts to endangered, sensitive, and candidate species will be provided.
- 4) Hazardous Materials: A search for Hazardous Materials within the project area will be performed.
- 5) Farmland: Impacts to any Prime, Unique, Statewide, or Locally Important Farmland, if located in the project area, will be performed and documented.
- 6) Section 4(f) Resources: If Section 4(f) properties are located within the project area, impacts will be documented.

PUBLIC INVOLVEMENT

- 1) PEC will coordinate all public involvement activities with the Region 3 Public Involvement Manager.
- 2) At least one open house will be held, documenting public comments on the project. Notifications will be published in two newspapers, and the public will be given a 30-day comment period. Fliers will also be distributed to stakeholders adjacent to the project area. Informational boards will be prepared and presented at the open house.
- 3) Public Involvement Summary: A report documenting the public involvement effort will be provided as part of the environmental document.

Prepare Categorical Exclusion

- 1) Purpose and Need, and Description: Justification for the project, and all project details will be provided in the environmental document.
- 2) Cat Ex: The environmental document will be provided through Screen 770 in ePM. All appendices will be included in the Draft and Final documents.

**Activity: 15L**

Task 15L - 30% REVIEW

- 1) PEC will schedule and conduct an internal QC/QA review of the 30% documents. Deliverables will be sent out a minimum of two weeks prior to the team review meeting.
- 2) PEC will facilitate a 30% review meeting with UDOT and Spanish Fork City Personnel in order evaluate the roadway design, project impacts (i.e. cut and fills, footprint etc), utilities, project schedule, and budget.

**Activity: 17L**

Task 17L – APPROVE CAT EX

- 1) The draft environmental document will be provided to UDOT Region 3 Environmental for review and comment.
- 2) PEC will address all comments and submit the Final document to the Region.

**Activity: 19L**

Task 19L - 60% DESIGN

- 1) Prepare title sheet (plan index) and standard drawing index sheets.
- 2) Progress drawings to the 60% level including:
- 3) Prepare Roadway Plan Sheets including: sheet details, alignments and stationing, north arrow, cut and fill lines etc. No retaining walls are expected (only landscape walls less than 3' in height).
- 4) Prepare Profile Sheets including: vertical alignment, high and low points, etc.
- 5) Prepare Drainage Sheets including: drainage systems cross culverts, catch basins, storm drainage systems, retention/detention basins, etc.
- 6) Prepare Signing and Striping Sheets including: new and relocated signs, striping removals, new striping, etc.
- 7) Prepare Utility Relocation Plans: We will work with the utility companies to provide preliminary utility plans. This does not include any private irrigation design or water line design.
- 8) Prepare Landscaping and lighting plans.
- 9) Engineers estimate will be updated to reflect the 60% design documents and will be checked against the available funding. Perform "Red Flag Analysis".
- 10) Put Environmental Commitments in the Plans and Specifications

PUBLIC INVOLVEMENT

- 1) PEC personnel in coordination with UDOT and Spanish Fork City will prepare for and hold a public meetings/property owners meeting to educate the property owners about the details of the project. This includes five boards for the meeting. The meeting will be held between 30% and 60% design. We will gather information from the property owners regarding ways to minimize impacts to their properties.
- 2) PEC will summarize the responses gathered at the meetings and present them to UDOT and Spanish Fork City.

DEVELOP RIGHT-OF-WAY PLANS

- 1) PEC will finalize and review the Right-of-Way plans and documents for accuracy and will perform a final internal QC/QA audit of the proposed metes and bounds vs. design components, survey control, etc.
- 2) Right-of-Way instruments will be delivered to Spanish Fork City and UDOT for final appraisal and acquisition.

**Activity: 21L**

## Task 21L - 60% REVIEW

- 1) PEC will conduct a QC/QA internal review of the 60% documents to ensure that they have been checked, that the contents of the plans are constructible, and that they are complete and conform to UDOT, Spanish Fork City and AASHTO standards.
- 2) PEC will complete a red flag analysis of the 60% documents.
- 3) PEC will facilitate a 60% review meeting with UDOT and Spanish Fork City Personnel in order evaluate the roadway design, project impacts (i.e. cut and fills, footprint etc), utilities, project schedule, and budget.

**Activity: 23L**

## Task 23L – MODIFY COOPERATIVE AGREEMENT FOR RIGHT-OF-WAY

Provide support as needed to UDOT and Spanish Fork City for this task. Potential work includes assistance with plans, estimates, ownership records, and summaries.

**Activity: 25L**

## Task 25L - FINAL DESIGN

- 1) Make revisions identified on previous review comments and verify adherence to environmental commitments, agreements, and permits.
- 2) Finalize roadway and landscaping design.
- 3) Prepare quantity summaries, special provisions and engineer's estimate and input necessary items into the UDOT PDDBS system for the Electric Plan Room requirements.
- 4) Assemble the PS&E package and submit to UDOT Project Manager and Spanish Fork City for PS&E review.

**Activity: 27L**

## Task 27L – ROW Acquisition

Provide support as needed to UDOT and Spanish Fork City for this task. Anticipated support includes staking ROW acquisitions and easements and responding to questions or concerns from ROW agents and/or property owners. Staking will include use of various colors to differentiate fee title acquisitions from permanent or temporary easements.

**Activity: 29L**

## Task 29L - 90% REVIEW

- 1) Review the PS&E package to ensure that they have been checked and that revisions have been made, as identified in previous review comments and in field review meetings.
- 2) PEC will conduct a final red flag analysis.
- 3) PEC will organize and attend a PS&E Review meeting.
- 4) Compile and distribute PS&E Review comment sheets, listing all written comments submitted by PS&E reviewers.

**Activity: 31L**

Task 31L - PREPARE ADVERTISING PACKAGE

- 1) Address comments identified in the PS&E meeting.
- 2) Review plans, special provisions, summary sheets, and estimates for completeness and clarity.
- 3) Review PDBS to ensure items are correct.
- 4) Assemble final review package and submit to UDOT Project Manager, Spanish Fork City, Pre-Construction Engineer, and Construction Engineer for Final Review.
- 5) Make revisions identified in the Final Review.
- 6) Review Designer's Checklist.
- 7) Complete Checklist for Final.
- 8) Assist in obtaining advertising certifications.
- 9) Complete Advertising Checklist, including all provisions for Electronic Plan Room submittal.
- 10) Obtain Utilities, traffic, and Right-of-Way certifications.
- 11) Estimate contract time.
- 12) Create Table of Contents, Cover Sheets, and enter all Supplemental and Special Provisions that are applicable to the project.
- 13) QA/QC Plan signed, sealed, and delivered.
- 14) Deliver electronic files and hard copy documents to Region Project Manager and Spanish Fork City for advertisement, per the Advertising Checklist.

**Activity: 33L**

Task 33L – REVIEW ADVERTISING PACKAGE

- 1) Finalize and submit advertising checklist.

**Activity: 35L**

PEC to provide support documentation if necessary.

**Activity: 37L**

Task 37L – ADVERTISE PROJECT

- 1) PEC will attend preconstruction conference.
- 2) PEC will attend construction meetings and provide design support.

### UDOT Staffing Plan

<b>Contract Number:</b>	NEW	<b>Mod:</b>	
<b>Project Number:</b>	F-LC49(142)	<b>PN:</b>	10962
<b>Project Location:</b>	Spanish Fork River Trail		
		<b>UDOT Project Manager:</b>	Justin Schellenberg

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
LAWTON, EVERT	GEOTECHNICAL ENGINEER	PHD	UT-190745-2203	18	\$75.00	\$75.00	NTP
HORTON, GARY	DESIGN MANAGER	CIVIL ENGINEERING	UT-29515	94	\$53.10	\$53.10	NTP
HEATON, MIKE	DRAINAGE ENGINEER	BS	AZ-25972	84	\$48.60	\$48.60	NTP
ANDERSON, LARS	PROJECT MANAGER	MASTERS		146	\$47.25	\$47.25	NTP
BRAATLIEN, TOM	STRUCTURAL ENGINEER	MASTERS	AZ-33632	96	\$46.80	\$46.80	NTP
EASTON, CHARLES	ENVIRONMENTAL MANAGER	MASTERS		154	\$44.00	\$44.00	NTP
BENNETT, MARC	PROJECT ENGINEER	B.S		354	\$28.50	\$28.50	NTP
STROMBERG, JEFF	SURVEY MANAGER	A.S.	UT-7027191	96	\$26.00	\$26.00	NTP
BELNAP, GINGER	PUBLIC INFORMATION SPECIALIST	B.S		124	\$25.00	\$25.00	NTP
FOSTER, BYRON	GEOTECHNICAL ENGINEER	BS		60	\$20.00	\$20.00	NTP
LODDER, JOSH	SURVEYOR	SOME COLLEGE		32	\$18.50	\$18.50	NTP
NELSON, JEREMY	LANDSCAPE ARCHITECT			154	\$18.00	\$18.00	NTP
CARTHY, KATELYNN	ADMINISTRATIVE ASSISTANT	A.S		32	\$14.00	\$14.00	NTP
ROSON, CHAD	DRAFTER	BS		200	\$14.00	\$14.00	NTP
Total Hours for PROJECT ENGINEERING CONSULTANTS, LTD:				1,644			

### Alternate Staff

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
ORENCE, LEO	QC/QA	B.S	UT-4770486	0	\$51.75	\$51.75	NTP
UONG, DANIEL	QC/QA	BS - CIVIL ENGINEERING	UT-354338-2203	0	\$46.80	\$48.80	NTP
ISSMEYER, RYAN	PROJECT ENGINEER			0	\$32.00	\$32.00	NTP
EELE, PETER	CULTURAL RESOURCES DIRECTOR	MASTERS		0	\$28.00	\$28.00	NTP

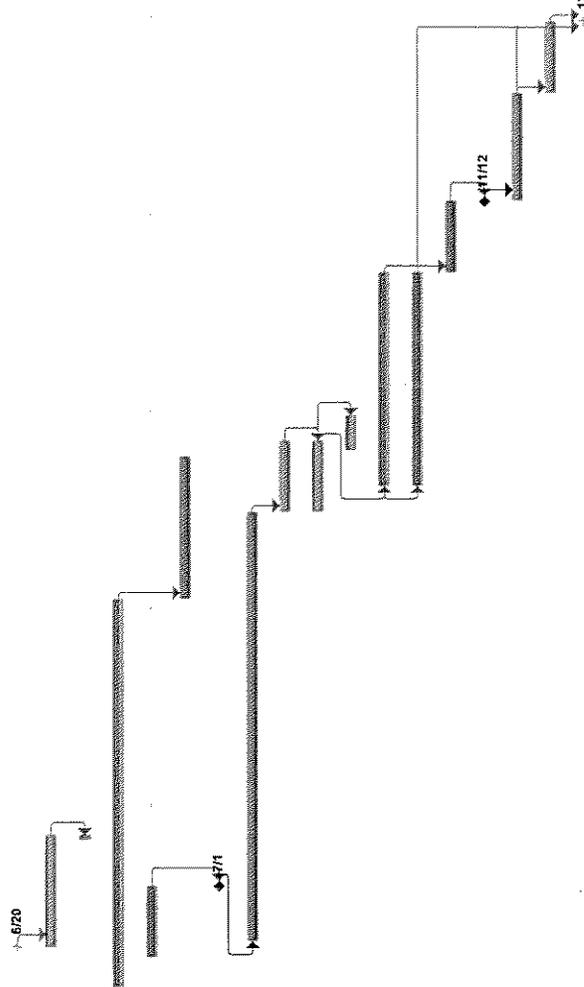
16

UDOT Staffing Plan

<b>Contract Number:</b>	NEW	<b>Mod:</b>	
<b>Project Number:</b>	F-LC49(142)	<b>Pin:</b>	10962
<b>Project Location:</b>	Spanish Fork River Trail		
		<b>UDOT Project Manager:</b>	Justin Schellenberg

NAME	POSITION	EDUCATION	EXPERIENCE	HOURLY RATE	MONTHS	START DATE	END DATE
DENNETT, ALLISON	ENGINEER	B.S		\$27.00	0		
INGLISH, BEN	UTILITIES	B.S, WAQTC #162046		\$27.00	0		
HANSEN, BRYAN	DRAFTER			\$26.50	0		
RUSSELL, MIKE	PROJECT ENGINEER	B.S.		\$25.00	0		
PARKER, CURTIS	LAB MANAGER	SOME COLLEGE		\$25.00	0		
HENEGAR, AARON	LANDSCAPE DESIGNER	B.S./MLA		\$24.00	0		
SCHOLES, KIMBERLY	DOCUMENT SPECIALIST	B.S.		\$20.00	0		
HANSEN, DAVID	MATERIALS TECHNICIAN			\$17.00	0		
GELDMACHER, ADAM	CADD TECH	B.S.		\$17.00	0		
FOWLER, RICHARD	INTERN	A.S.		\$15.00	0		
HANSEN, NATHAN	DRAFTER	A.S.		\$14.00	0		
SCOTT, ZACHARY	LANDSCAPE DESIGNER			\$14.00	0		
MITCHELL, JODI	ADMINISTRATIVE ASSISTANT	HIGH SCHOOL		\$10.00	0		
WHITAKER, JEFF	DRAFTER			\$10.00	0		
STON, MALCOLM	DRAFTER			\$8.00	0		

ID	Task Name	Duration	Start	Finish	Predecessors
1	Design Tasks - Local Government Design Network	141 days	Wed 6/12/13	Wed 12/25/13	
2	07L Kickoff Meeting	0 days	Thu 6/20/13	Thu 6/20/13	
3	09L Initial Design	16 days	Thu 6/20/13	Thu 7/11/13 2	
4	11L Approve Design Exceptions	1 day	Thu 7/11/13	Thu 7/11/13 3FF	
5	13L Prepare Cat Ex	54 days	Wed 8/12/13	Mon 8/26/13	
6	15L 30% Review	10 days	Tue 6/18/13	Mon 7/1/13	
7	17L Approve Cat Ex	20 days	Tue 8/27/13	Mon 9/23/13 5	
8	30% Review Meeting	0 days	Mon 7/1/13	Mon 7/1/13 6FF	
9	18L 60% Design	60 days	Fri 6/21/13	Thu 9/12/13 8FS-7 days	
10	21L 60% Review	10 days	Fri 9/13/13	Thu 9/26/13 9	
11	60% Review Meeting	10 days	Fri 9/13/13	Thu 9/26/13 10FF	
12	23L Modify Cooperative Agreement for Right-of-Way	5 days	Wed 9/25/13	Tue 10/1/13 11FF-3 days	
13	25L Final Design	30 days	Wed 9/18/13	Tue 10/29/13 11FS-7 days	
14	27L ROW Acquisition	30 days	Wed 9/18/13	Tue 10/29/13 13SS	
15	29L 90% Review	10 days	Wed 10/30/13	Tue 11/12/13 13	
16	90% Review Meeting	0 days	Tue 11/12/13	Tue 11/12/13 15FF	
17	31L Prepare Advertising Package	15 days	Wed 11/13/13	Tue 12/3/13 16	
18	33L Review Advertising Package	10 days	Wed 12/4/13	Tue 12/17/13 17	
19	37L Advertise Package	0 days	Tue 12/17/13	Tue 12/17/13 17FS-6 days, 1	



Spanish Fork River Trail  
Tue 8/11/13

Task Split Milestone Summary

Project Summary External Tasks Inactive Milestone

Inactive Milestone Inactive Summary Manual Task Duration-only

Manual Summary Rollup Manual Summary Start-only Finish-only

Progress Deadline

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/13/2012

<b>PRODUCER</b> Hancock International, Inc. 7717 W. Deer Valley Rd., Ste. 130 Peoria, AZ 85382	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Project Engineering Consultants, Ltd 2310 W. Mission Ln., Ste. 4 Phoenix, AZ 85021	INSURER A: <b>Travelers Indemnity Company A+ XV</b>	<b>25666</b>
	INSURER B: <b>Assurance Company of America A+ XV</b>	<b>19305</b>
	INSURER C: <b>Phoenix Insurance Company A+ XV</b>	<b>25623</b>
	INSURER D:	
	INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	680-326M3684-TIA-12	11/1/2012	11/1/2013	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
B	Y	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PAS 04979599	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	CUP-3614T876-12-47	11/1/2012	11/1/2013	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	XN-UB3596T34-4-12	11/1/2012	11/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		OTHER				E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Architectural or Engineering Firms. The State of Utah, UDOT, and Local Government Agencies (if applicable) named as Certificate Holder are added as Additional Insureds. Coverage under this policy shall be primary and any insurance or self-insurance program carried by the State or any of its agencies, boards, departments or commissions shall be excess and non-contributory insurance to that provided by the insured. It is further agreed that no policy shall expire, be cancelled or materially changed without thirty (30) days written notice to the State, except ten (10) days for nonpayment of premium.

### CERTIFICATE HOLDER

UDOT Consultant Sevices  
 4501 S. 2700 West  
 Box 148490  
 Salt Lake City, UT 84119-8450

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*John C. Hancock*

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER:</b>  PROFESSIONAL INSURANCE BROKERS, INC.  PMB 857, 515 E. CAREFREE HWY  PHOENIX, ARIZONA 85085-8839	CONTACT NAME: CAROL GRAY LANTZ	
	PHONE: 623 465-5300	FAX (A/C No): 623 465-5933
	EMAIL: carol@pibinc.com	
	ADDRESS:	
	PRODUCER CUSTOMER ID:	
	INSURER(S) AFFORDING COVERAGE NAIC #	

<b>INSURED:</b>  PROJECT ENGINEERING CONSULTANTS, LTD 2310 W. MISSION LANE, SUITE 4 PHOENIX, AZ 85021	INSURER A: ACE AMERICAN INSURANCE COMPANY 22887
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

**COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVO	POLICY NUMBER	POLICY EFF. DATE(MM/DD/YYYY)	POLICY EXP. DATE(MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (E.C. occurrence) \$ MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	THIS CERTIFICATE WAS ISSUED AT THE REQUEST OF THE INSURED TO VERIFY THEIR INSURANCE COVERAGES FOR THE FOLLOWING PROJECT: <u>Any &amp; All Projects</u>					PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						COMBINED SINGLE LIMIT (E.C. Accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW		N/A				WC STATU - TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY			G21675921 006	05/24/13	11/24/14	EACH CLAIM / AGGREGATE 1,000,000/2,000,000 (Deductible \$ 20,000)

DESCRIPTION OF OPERATIONS /LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  UDOT CONSULTANT SERVICES 4501 SOUTH 2700 WEST BOX 148490 SALT LAKE CITY, UTAH 84119-3200	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Carol Lantz</i>
--	--

## FEES

### COST PLUS A FIXED FEE WITH FIXED TOTAL ADDITIVE RATE

1. **COST PLUS A FIXED FEE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the LOCAL AUTHORITY agrees to pay the CONSULTANT for the actual allowable cost and the FIXED additives plus a fixed fee. Overhead rates have been reviewed, approved, and are limited to the costs which are allowable under Federal Acquisition Regulations, contained in Title 48 CFR, Part 31.

The contract cost includes direct labor expense, payroll additives; indirect costs and other direct non-salary costs as outlined below.

Guest meals (meals paid by a consultant or a consultant's employee for someone other than his/her self) shall not be eligible for reimbursement unless previously approved in writing by the DEPARTMENT Project Manager and the LOCAL AUTHORITY.

- (a) The direct labor expense is the actual salary expense for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this contract. The payroll additives and indirect costs are FIXED as 168.05% of the direct salary expense.
- (b) If necessary and DEPARTMENT approved, any additional direct expenses incurred in fulfilling the terms of this contract, including but not limited to travel and lodging, reproduction, telephone, equipment, supplies and fees of outside CONSULTANTS or sub-consultants will be reimbursed at actual costs.

If the CONSULTANT'S normal accounting practice is to include some of these costs as indirect expenses, then this contract will be consistent with that practice. These types of costs must be disclosed as part of your accounting practices and in conformance to Federal Cost Principles.

- (c) The fixed fee has been determined and agreed upon as 10.50% of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of \$14,660.33. The fixed fee percentage is not a floating percent and should not be billed as a percent of labor. Rather, the fixed fee payment will be prorated and paid regularly in proportion to the percentage of work completed as reflected by the periodic invoices; that is, on the same ratio as the invoice cost bears to the originally estimated total for CONSULTANT'S actual cost which is the maximum amount payable minus the fixed fee. Any portion of the fixed fee payment not previously paid in the periodic payment will be covered in the final payment.

Overruns in the costs of the work do not warrant an increase in the fixed fee, but significant changes to the Scope of Work may require adjustment of the fixed fee in the contract as evidenced by a contract modification.

2. **MODIFICATIONS:** In the event the LOCAL AUTHORITY requires changes of services which materially affect the scope or work plan, with a resulting material increase in cost to the CONSULTANT, a contract modification for additional compensation and time for completion shall be entered into by the parties hereto prior to making such change. Any such work done without prior LOCAL AUTHORITY and the DEPARTMENT agreement shall be deemed ineligible for reimbursement by the DEPARTMENT. The LOCAL AUTHORITY will not entertain requests or claims for reimbursement and remuneration unless written approval is given prior to performance of the work.
3. **PROGRESS PAYMENTS:** Progress payments are based upon the approved percentage of work completed and are made pursuant to certified invoices received.
4. **INVOICES:** The CONSULTANT will submit monthly payment requests promptly and no later than 45 calendar days after each monthly billing cycle. Invoices are to reflect charges as they apply to the appropriate contract, project, and account number, and must be certified and executed by an official legally authorized to bind the firm. The invoice must be substantiated with appropriate supporting

documentation such as time sheets, labor reports, or cost accounting system print-out of employee time, receipts for direct expenses, and subconsultant invoices and supporting documentation that is reviewed and approved by the DEPARTMENT'S Project Manager and subject to final approval by the DEPARTMENT'S Comptroller's Office.

Payment requests for services performed on or before the last day of the Utah fiscal year (June 30), must be submitted no later than 30 calendar days after the billing cycle, see Utah Code Ann. § 63J-1-601.

The CONSULTANT acknowledges untimely billing may adversely affect the LOCAL AUTHORITY and DEPARTMENT due to federal funding requirements in 49 CFR § 18.23, and/or the state fiscal constraints imposed upon it as a department of state government by Title 63J, Chapter 1, Budgetary Procedures Act. The CONSULTANT waives payment, and waives the right to bring action in law or in equity to recover payment for services, for any and all payment requests the DEPARTMENT does not receive from the CONSULTANT within the timeframe provided under this contract. *(Provision revised June 27, 2012.)*

5. **FINAL PAYMENT:** Final invoice payment will be released only after all materials and services associated with this contract have been reviewed and approved by the DEPARTMENT'S Project Manager and finalized by the DEPARTMENT'S Comptroller's Office. The final invoice payment will not be released until a project evaluation form has been completed by the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager and submitted to Consultant Services and the Comptroller's Office.

The DEPARTMENT'S Project Managers and the Comptroller's Office have the right to hold the final payment on certain projects when design and construction are performed by two separate Consultants or if there is a potential possibility of a design or construction error. The DEPARTMENT Comptroller's Office also has the right to hold the final invoice payment until the final audit is complete upon the request of the DEPARTMENT Project Manager.

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract shall not exceed \$160,184.75 Contract overruns will not be paid.
7. **COST PROPOSAL:** The overhead rate shown in the CONSULTANT'S and/or sub-consultant's cost proposal has been determined and agreed upon by the parties and is included in this contract. The CONSULTANT will invoice the DEPARTMENT using the actual Wage Rates, FIXED Overhead, prorated Fixed Fee, and any additional Direct Costs. Invoices submitted to the DEPARTMENT must reflect the staffing plan and associated hourly wage rates, labor hours used, and other costs submitted in the CONSULTANT cost proposal.

The Cost Proposal for the CONSULTANT and/or sub-consultant, if applicable, may be found in Attachment D, pages 3 through 6.

## UDOT Cost Proposal

<b>Contract Number:</b>	NEW	<b>Mod:</b>			
<b>Project Number:</b>	F-LC49(142)	<b>PIN:</b>	10962	<b>UDOT Project Manager:</b>	Justin Schellenberg
<b>Project Location:</b>	Spanish Fork River Trail				
Labor Costs					
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost	
ANDERSON, LARS	PROJECT MANAGER	146	\$47.25	\$6,898.50	
BELNAP, GINGER	PUBLIC INFORMATION SPECIALIST	124	\$25.00	\$3,100.00	
BENNETT, MARC	PROJECT ENGINEER	354	\$28.50	\$10,089.00	
BRAATLIEN, TOM	STRUCTURAL ENGINEER	96	\$46.80	\$4,492.80	
EASTON, CHARLES	ENVIRONMENTAL MANAGER	154	\$44.00	\$6,776.00	
FOSTER, BYRON	GEOTECHNICAL ENGINEER	60	\$20.00	\$1,200.00	
HEATON, MIKE	DRAINAGE ENGINEER	84	\$48.60	\$4,082.40	
HORTON, GARY	DESIGN MANAGER	94	\$53.10	\$4,991.40	
LARSON, CHAD	DRAFTER	200	\$14.00	\$2,800.00	
LAWTON, EVERT	GEOTECHNICAL ENGINEER	18	\$75.00	\$1,350.00	
LODDER, JOSH	SURVEYOR	32	\$18.50	\$592.00	
MCCARTHY, KATELYNN	ADMINISTRATIVE ASSISTANT	32	\$14.00	\$448.00	
NELSON, JEREMY	LANDSCAPE ARCHITECT	154	\$18.00	\$2,772.00	
STROMBERG, JEFF	SURVEY MANAGER	96	\$26.00	\$2,496.00	
Total Hours:		1,644			
Total Direct Labor:				\$52,088.10	
Overhead:			168.05%	\$87,534.07	
Total Direct Labor plus Overhead:				\$139,622.17	
Fixed Fee:			10.50%	\$14,660.33	
Burdened Labor Cost:				\$154,282.50	
Other Direct Charges					
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost	
VEHICLE MILEAGE REIMBURSEMENT	MILE	450.0	\$ .555	\$249.75	
HYDROVAC POTHOLES	EACH	10.0	\$410.000	\$4,100.00	
TITLE REPORT	EACH	6.0	\$250.000	\$1,500.00	
COPIES	EACH	350.0	\$ .150	\$52.50	
Total Other Direct Charges:				\$5,902.25	
<b>Total Contract Cost:</b>				<b>\$160,184.75</b>	

### UDOT Hours Derivation

<b>Contract Number:</b>	NEW	<b>Mod:</b>	
<b>Project Number:</b>	F-LC49(142)	<b>PIN:</b>	10962
<b>Project Location:</b>	Spanish Fork River Trail		
		<b>UDOT Project Manager:</b>	Justin Schellenberg

Employee Name	01L	03L	05L	07L	09L	11L	13L	15L	17L	19L	21L	23L	25L	27L	29L
LAWTON, EVERT	0	0	0	0	10	0	0	0	0	4	0	0	4	0	0
HORTON, GARY	0	0	0	8	16	2	4	8	0	16	6	0	12	0	8
HEATON, MIKE	0	0	0	0	12	0	0	0	0	32	0	0	24	0	0
ANDERSON, LARS	1	1	1	10	16	2	12	10	4	16	8	4	16	8	8
BRAATLIEN, TOM	0	0	0	0	24	0	0	0	0	32	0	0	24	0	0
EASTON, CHARLES	0	0	0	4	4	0	110	4	16	4	0	0	4	0	0
BENNETT, MARC	0	0	0	10	50	12	16	16	0	90	16	8	60	8	8
STROMBERG, JEFF	0	0	0	0	32	0	0	4	0	16	0	8	8	24	0
BELNAP, GINGER	0	0	0	12	20	0	48	0	0	24	0	0	16	0	0
FOSTER, BYRON	0	0	0	0	28	0	0	4	0	12	0	0	12	0	4
LODDER, JOSH	0	0	0	0	32	0	0	0	0	0	0	0	0	0	0
NELSON, JEREMY	0	0	0	2	24	0	56	4	0	20	8	0	16	0	8
MCCARTHY, KATELYNN	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0
RSON, CHAD	0	0	0	0	24	0	0	0	0	60	16	0	40	0	0

### UDOT Hours Derivation

<b>Contract Number:</b>	NEW	<b>Mod:</b>	
<b>Project Number:</b>	F-LC49(142)	<b>PIN:</b>	10962
<b>Project Location:</b>	Spanish Fork River Trail		
		<b>UDOT Project Manager:</b>	Justin Schellenberg

Employee Name	31L	33L	35L	37L	Total
LAWTON, EVERT	0	0	0	0	18
HORTON, GARY	12	2	0	0	94
HEATON, MIKE	16	0	0	0	84
ANDERSON, LARS	16	4	1	8	146
BRAATLIEN, TOM	16	0	0	0	96
EASTON, CHARLES	4	0	0	4	154
BENNETT, MARC	40	4	0	16	354
STROMBERG, JEFF	4	0	0	0	96
BELNAP, GINGER	4	0	0	0	124
FOSTER, BYRON	0	0	0	0	60
LODDER, JOSH	0	0	0	0	32
NELSON, JEREMY	8	0	0	8	154
MCCARTHY, KATELYNN	16	0	0	8	32
RSON, CHAD	60	0	0	0	200

### UDOT Hours Derivation

<b>Contract Number:</b> NEW	<b>Mod:</b>
<b>Project Number:</b> F-LC49(142)	<b>PIN:</b> 10962
<b>Project Location:</b> Spanish Fork River Trail	<b>UDOT Project Manager:</b> Justin Schellenberg

	01L	03L	05L	07L	09L	11L	13L	15L	17L	19L	21L	23L	25L	27L	29L	
Firm Activity Totals:	1	1	1	1	46	292	16	246	58	20	326	54	20	236	40	36
Firm Activity Totals:	196	10	1	37L	44											<b>Total</b>
Transaction Activity	1	1	1	46	292	16	246	58	20	326	54	20	236	40	36	
Totals:	196	10	1	37L	44											<b>Total</b>
Transaction Activity	196	10	1	44												1,644

# Memo

**To:** Spanish Fork City Council Members  
**From:** Kent Clark & Tyler Jacobson  
**Date:** 6/14/2013  
**Re:** Moreton Asset Management Contract

---

In an effort to increase the Interest Revenue on the City's funds we have been meeting with and learning about the Certified Investment Advisers that are authorized by the State Money Management Act to advise us on our investments.

Over the past month Kent and Tyler have met with Investment Advisers from both Zions Wealth Advisors DBA for Contango Capital Advisors Inc. and Moreton Asset Management LLC.

We have listened to each company make presentations and received proposals from both of them.

We have called Mike Goodwin, Treasurer from North Ogden, Kathy Bunnell, Treasurer from Orem City, and Michael Harrison, Finance Department Nebo School District. All of whom have invested with the Moreton Asset Management Team and all of them are very pleased with the results that Moreton's team has produced.

Moreton Asset Management's team consists of Jason Williams, Andy Robbins, and Jordan Hansen. Jason has over 14 years of capital market experience with trading, sales, and fixed income markets and worked as the Senior Portfolio Manager at Zions Bank Liquid Asset Management. Andy has over 12 years experience managing fixed-income portfolios. Jordan Hansen graduated in the top 10% of his MBA class and graduated with high honors from the University of Utah.

Based on our research, the positive experience had by other municipalities, and the presentations that we have seen we would like to recommend that we enlist the services of Moreton Asset Management LLC.

This memo is to put forth the Moreton Asset Investment Contract for the consent of the City Council.

**Moreton Asset Management, LLC**  
**Discretionary Asset Management Agreement**



This Asset Management Agreement (“Agreement”) is entered into between and agreed to by Spanish Fork City (“Client”) and Moreton Asset Management, LLC (“Moreton”), a registered investment adviser located at 709 East South Temple, Salt Lake City, UT 84102. By executing this Agreement, Client retains Moreton to provide the services described in this Agreement.

- 1. Asset Management Services.** The asset management services of Moreton are provided to the account(s) of Client. Client shall deliver funds to a qualified Custodian, which shall be placed in, and hereafter referred to as the (“Account”). The asset management services involve Moreton providing Client with continuous and ongoing supervision over the Account. Client will appoint Moreton as its investment adviser of record of the Account. The Account will consist only of separate account(s) held by qualified custodian under the name of Client. The qualified custodian will maintain physical custody of all funds and securities of the Account, and Client will retain all rights of ownership (e.g., right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations) of the Account. Client’s beneficial interest in a security does not represent an undivided interest in all the securities held by the qualified custodian, but rather represents a direct and beneficial interest in the securities which comprise the Account. At least quarterly, Client will receive an account statement from the qualified custodian of the Account detailing transactions in the Account.

Upon appointment as an investment adviser of the Account, Moreton will obtain from Client information to determine Client’s financial situation, investment objectives and risk tolerance. A specific Investment Policy Statement (IPS) is crafted for Client and focuses on Client’s specific goals and objectives. As described in the IPS, Client may impose reasonable restrictions on the management of the Account, including the ability to instruct Moreton not to purchase certain securities on behalf of Client. The Account will be managed by Moreton, in accordance with the instructions listed in the IPS, on the basis of Client’s financial and tax situation, investment objectives and risk tolerance. Moreton will actively monitor the Account and provide advice to Client regarding buying, selling, reinvesting or holding securities, cash or other investments of the Account.

Client will timely notify Moreton of any changes to Client’s financial situation or investment objectives or if Client wants to impose and/or modify any reasonable restrictions on the management of Client’s Account. At least annually, Moreton will contact Client to determine whether Client’s financial situation, investment objectives or risk tolerance have changed, or if Client wants to impose and/or modify any reasonable restrictions on the management of Account. Moreton will be reasonably available to consult with Client relative to the status of the Account. Client understands that the asset management services provided under this Agreement do **not** include financial planning, consulting or any other similar services.

- 2. Investment Discretion & Trading Authority.** Unless otherwise indicated in Addendum I or the Investment Policy Statement (IPS), Client grants Moreton discretionary authority to make all decisions to buy, sell or hold securities, cash or other investments for the Account in the sole discretion of Moreton without first consulting with Client. Client also grants Moreton the power and authority to carry out these decisions by giving instructions, on behalf of Client, to brokers and dealers and the qualified custodian(s) of the Account. Client authorizes Moreton to provide a copy of this Agreement to the qualified custodian or any broker or dealer, through which transactions will be implemented on behalf of Client, as evidence of Moreton’s authority under this Agreement.
- 3. Brokerage Practices.** Moreton does not maintain custody of client assets. Custody of Client assets shall be maintained by a Custodian of Moreton's choosing. Unless indicated otherwise by Client in the section below, and described in Addendum I, Client will establish and maintain Account at Wells Fargo Bank, N.A., and Moreton will settle trades through Wells Fargo as the qualified custodian.

Client authorizes Moreton to select brokers and dealers to execute Client's securities transactions. If required by a regulatory body to which Client is subject, Moreton will only use brokers and dealers on the Certified Dealers list required by such regulating body in effecting securities transactions in the Client's Account. Moreton will not be responsible for losses of any type caused by reason of acts of omissions of any broker or dealer.

**If Client does not wish to have Wells Fargo Bank, N.A. serve as the qualified custodian, Client will initial below:**

\_\_\_\_\_ **Directed Brokerage.** Client will direct Moreton to use a particular broker-dealer or other custodian as indicated on Addendum I. Client understands that Moreton may not be able to obtain the best prices and execution for the transaction. Under a client-directed brokerage arrangement, Client may receive less favorable prices than would otherwise be the case if Client had not designated a particular broker-dealer or custodian. Directed brokerage account trades are generally placed by Moreton after effecting trades for other clients.

4. **Block Trading Policy.** Moreton is authorized in its discretion (but is not obligated) to aggregate, batch or combine purchases and sales and other transactions made for the Account with purchases and sales and other transactions in the same or similar securities or instruments for other clients of Moreton. Moreton will endeavor to process all Account transactions in a timely manner, but Moreton neither represents nor warrants that any such transaction will be processed or effected by the qualified custodian or broker-dealer on the same day as requested.
5. **Reports.** Client will receive statements of Account from the qualified custodian at least quarterly. Additionally, Moreton may provide position or performance reports for the Account each month and upon Client's request. Such statements will be provided online via a login ID and password.

Client is strongly urged to compare any reports received from Moreton against Client's Account statements received from the qualified custodian. If there is ever a discrepancy between the online statement Moreton provides, and the statement the custodian provides, the custodial statement will serve as the official statement. Discrepancies between reports received from Moreton and the statements received from the qualified custodian should be reported immediately to Moreton and the qualified custodian.

6. **Cash Management.** Temporary cash balances in accounts administered by qualified custodian may be invested automatically each day in a short-term investment alternative ("Sweep Vehicle") such as a Money Market Fund, consistent with an account's investment objectives and IPS. Client acknowledges receipt of the Sweep Vehicle's most current fund prospectus.
7. **Fees.** Investment advisory fees of Moreton are charged based on a percentage of assets under management, billed in arrears on a monthly basis and calculated based on the average daily balance of the Account during the previous billing period. Fees are prorated based on the number of days service is provided during each billing period. If asset management services are commenced in the middle of the billing period, then at the start of the next calendar month, Account will be charged the prorated fee for the remainder of the billing period.

Fees charged by Moreton may vary among its clients based on such factors as: referring source, the type of client (corporation, municipality, individual, etc), the complexity of the client's situation, the composition of the client's account, pre-existing relationships, related accounts, competitive environment, market conditions, the potential for additional account deposits, custody location, the total amount of Client assets under management, and other reasons Moreton deems appropriate.

The annual fee for asset management services under this Agreement is based upon the fee schedule listed below. Clients are charged a flat (not tiered) fee based on the amount of assets under management. The following is our standard annual fee schedule:

<u>Amount of Assets Under Management</u>	<u>Annual Fees</u>
\$0 - \$10,000,000	0.250%
\$10,000,001 - \$20,000,000	0.200%
\$20,000,001 - \$40,000,000	0.175%
\$40,000,001 - \$100,000,000	0.150%
\$100,000,001 and above	Negotiable

**If Account is to be charged fees on a fee schedule other than described above, Client will initial below:**

\_\_\_\_\_ **Customized Fee Schedule.** Moreton will charge management fees using the fee schedule found in Addendum I. The reason for the customized fee schedule will be described and acknowledged by Client and Moreton. Fees charged by Moreton under this Agreement will not be based on the capital gains or the capital appreciation

of Client's Account(s). Moreton believes that its annual fee is reasonable in relation to: (1) services provided under this Agreement and (2) the fees charged by other investment advisers offering similar services/programs. However, Moreton's annual investment advisory fee may be higher than that charged by other investment advisers offering similar services/programs.

Client grants Moreton the authority to have fees automatically deducted from the Account by the qualified custodian. Management fees (as described above) will be reported in the monthly statement. Billing statements will be supplied by Moreton upon request from Client. At least quarterly, Client will receive account statements from the qualified custodian of Account detailing transactions in Account, including investment advisory fees charged. Client should review the Account statements received from the qualified custodian(s) and verify that appropriate investment advisory fees are being deducted. The qualified custodian(s) will not verify the accuracy of the investment advisory fees deducted.

Client is not separately charged for transaction charges associated with trade execution. All transaction ticket fees charged by the qualified custodian for the Account will be included in the fee for asset management services charged by Moreton. Transaction ticket fees are charged directly to Moreton by the qualified custodian for the Account.

Moreton will not receive any portion of such commissions or fees from the qualified custodian or Client. In addition, Client may incur certain charges imposed by third parties other than Moreton in connection with investments made through the Account including, but not limited to, mutual fund sales loads, 12(b)-1 fees and surrender charges, variable annuity fees and surrender charges, IRA and qualified retirement plan fees, and charges imposed by the qualified custodian(s) of the Account. Management fees charged by Moreton are separate and distinct from the fees and expenses charged by investment company securities that may be recommended to Client. A description of these fees and expenses are available in each investment company security's prospectus.

- 8. Solicitor Arrangement.** If Client was introduced to Moreton through an unaffiliated solicitor ("Solicitor"), Moreton may pay that Solicitor a referral fee in accordance with Rule 206(4)-3 of the Investment Advisers Act of 1940 and any applicable state law.

The referral fee will be paid solely from the compensation of Moreton as defined in this Agreement, and will not result in any additional charge to Client. Solicitor is compensated to refer Client to Moreton in accordance with the approved practices of Moreton, distribute to Client all required disclosures, review and complete all necessary forms and applications with Client, obtain all appropriate Client signatures, and provide continuing contact to Client concerning investment advisory services of Moreton. Solicitor does **not** have authority to accept investment advisory agreements on behalf of Advisor, to collect or receive payment in his own name for any investment advisory agreement nor provide investment advice or manage assets on behalf of Moreton. All investment advisory agreements related to services provided by Moreton are subject to acceptance by Moreton.

If Client was introduced to Moreton through Solicitor, Client hereby acknowledges receipt of Solicitor's Disclosure Statement which disclosed the terms of the solicitor arrangement between Moreton and Solicitor and the compensation to be received by Solicitor from Moreton.

- 9. Account Valuation.** For purposes of calculating investment advisory fees, securities in the Account that are listed on a national securities exchange or on NASDAQ at the closing price will be valued on the valuation date, on the principal market where the securities are traded. Other securities or investments in the Account will be valued in a manner that Moreton believes in good faith reflects the fair market value.
- 10. Client's Responsibilities.** Client recognizes the value and usefulness of the services of Moreton will depend upon the accuracy and completeness of the information that Client provides to Moreton, upon Client's active participation in the formulation of the objectives and in the implementation of the advice to attain those objectives. Client will provide Moreton all requested information and required documents that Moreton may reasonably request in order to permit a complete evaluation and preparation of the recommendations for Client. Moreton will not be responsible for the verification of the information and documentation provided by Client. Client will notify Moreton in writing of any material change to Client's circumstances or investment objectives.

11. **Non-Exclusive Relationship.** Client acknowledges and agrees that Moreton may manage investments for other clients and may give other clients advice or take actions for them, for Moreton accounts, or for accounts of persons related to Moreton that is different from the advice Moreton gives Client or actions Moreton takes for Client. Moreton is not obligated to buy, sell, or recommend for Client any security or other investment that Moreton may buy, sell, or recommend for any other clients, for Moreton's accounts or for the accounts of persons related to Moreton.

Conflicts may arise in the allocation of investment opportunities among accounts that Moreton manages. Moreton will seek to allocate investment opportunities believed appropriate for Client's account and other accounts advised by Moreton among such accounts equitably and consistent with the best interests of all accounts involved. However, there can be no assurance that a particular investment opportunity that comes to Moreton's attention will be allocated in any particular manner. If Moreton obtains material, non-public information about a security or its issuer that Moreton may not lawfully use or disclose, Moreton will have no obligation to disclose the information to Client or use it for Client's benefit.

12. **Basis of Advice.** Client acknowledges that Moreton obtains information from a wide variety of publicly available sources. Moreton does not have, nor does it claim to have, sources of inside or private information. The recommendations developed by Moreton are based upon the judgment of Moreton. Moreton cannot guarantee the results of its recommendations.

13. **Risk.** Moreton cannot guarantee the future performance of the Account, promise any specific level of performance or promise that Moreton's investment decisions, strategies or overall management of the Account will be successful. The price of securities can and will fluctuate. Securities held in the Account are not deposits or obligations of, or guaranteed by Moreton or any of its affiliates; nor federally insured by the FDIC, the Federal Reserve Board or any other federal, state, or municipal governmental entity.

The investment recommendations and any decisions of Moreton on behalf of Client are subject to investment risk, various market, currency, economic, political and business risks, including the possible loss of principal. Additional risks may include trading or execution-related risks (such as illiquidity or wide bid/ask spreads within the bond market when buying or selling), bond structure characteristics (such as calls and puts, which may lead to early retirement or extension of an issue), convexity (the risk that the life expectancy of a bond may change in response to interest rate fluctuations). In supervising the Account, Moreton will not consider any other securities, cash or other investments of Client unless Client has told Moreton to do so in Client's written instructions to Moreton. Client acknowledges that the Account is designed for long-term investments and that asset withdrawals may impair achievement of Client's investment objectives.

Except as may otherwise be provided by law, Moreton will not be liable to Client for any loss (i) that Client may suffer as a result of Moreton's good faith decisions or actions where Moreton exercised the degree of care, skill, prudence and diligence that a prudent person acting in a fiduciary capacity would use, (ii) caused by following Client's instructions, or (iii) caused by the qualified custodian, any broker or dealer to which Moreton directs transactions for the Account or by any other person. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and this Agreement does not waive or limit Client's rights under those laws. Client acknowledges and understands the above-stated risks.

14. **Proxy Voting.** Moreton will vote proxies on behalf of Client unless Client indicates in writing that it will handle the voting of proxies. Moreton is not required to communicate or deliver to Client any notices to stockholders, proxies, financial statements or other literature received in connection with any asset placed in the Account, unless directed by Client in writing.
15. **Assignment.** This Agreement cannot be assigned or transferred in any manner by any party without the consent of all parties receiving or rendering services under this Agreement.
16. **Client Conflicts.** If this Agreement is between Moreton and related or joint clients (i.e. husband and wife, life partners, etc.), Moreton's services will be based upon the joint goals communicated by Client to Moreton. Moreton will be permitted to rely upon instructions from either party with respect to disposition of the Account, unless and until such reliance is revoked in writing to Moreton. Moreton will not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship

between the clients. Client affirms that any securities placed under Moreton's management are and will remain free from any lien, charge or other encumbrance unless Moreton is notified in writing. Client agrees to indemnify Moreton against any claim or liability, including attorney's fees Moreton may incur in acting in reliance upon these representations and warranties.

17. **Confidentiality.** Unless otherwise agreed to in writing or as required by regulation, Moreton will exercise due diligence and care with respect to keeping confidential all Client information, including nonpublic personal information. Moreton may use companies that are not Moreton affiliates to perform services on behalf of clients. These companies may be given client information in any manner other than to provide products and services requested by Moreton clients. Moreton and its members will maintain and use such confidential information in accordance with Moreton's Privacy Policy, which has been provided to Client.

Client understands that Moreton is allowed to share nonpublic personal and financial information with its affiliate companies to provide financial products and services to Client unless otherwise directed by Client in writing. Moreton may share Client's nonpublic personal and financial information with affiliates in order to perform the investment advisory services as agreed upon by Client.

18. **Client Death or Disability.** Client's death, disability or incompetency will not automatically terminate or change the terms of this Agreement. However, Client's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to Moreton.
19. **Termination.** The services will terminate within 30 days of either party providing written notice of termination to the other party. In the event that there is a remaining balance of any fees paid in advance after the deduction of fees from the final invoice, those remaining proceeds will be refunded by Moreton to you.
20. **Notice.** Any notice or other communication required or permitted to be given pursuant to this Agreement will be deemed to have been duly given when delivered in person, faxed, sent by telecopy or e-mail, sent by overnight courier, or three days after mailing by registered mail (postage prepaid). All notices or communications to Moreton should be sent to the main address of Moreton. All notices or communications to Client will be sent to the address last provided by Client.

Client's verbal instructions or notices to Moreton are deemed acceptable if either: Client sends Moreton a written confirmation of the verbal instructions within one business day of Moreton's receipt of such verbal instruction, OR Client fails to object to Moreton's own written (email, fax, or mail) confirmation of the verbal instruction or notice within five business days of Moreton's receipt of such verbal instructions. Furthermore, Moreton's recorded entry of any written or verbal instructions from Client or Client's Authorized Representative shall be considered proof of giving such instructions.

21. **Applicable Law.** This Agreement will be construed under the laws of the State of Utah. Nothing in this Agreement will be construed contrary to the Investment Advisers Act of 1940 or the Utah Securities Act, or any rule thereunder. If Client is subject to any state-specific regulations or Acts, Moreton agrees that all investments must adhere to the requirements of such regulation or Act. Client accepts responsibility to notify Moreton that Account is subject to such regulation.
22. **Validity.** If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.
23. **Amendments.** Moreton will have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment will be effective upon Client's mutual agreement.
24. **Representations.** Moreton represents that it is registered as an investment adviser and is authorized and empowered to enter into this Agreement. Client represents that he or she is authorized and empowered to enter into this Agreement. If this Agreement is being signed on behalf of a corporation, partnership, trust or other business or legal entity, Client represents that applicable law and governing documents authorize and permit this Agreement.

25. **Counterparts.** This agreement may be executed in one or more counterparts and by facsimile signatures, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.
26. **Acknowledgement of Receipt of Disclosure Documents and Privacy Policy Notice.** Client acknowledges receipt of the Form ADV Part 2A Disclosure Brochure of Moreton and the Schedule H Wrap Fee Brochure. The appropriate disclosure documents were delivered to Client at least 48 hours prior to Client entering into any written advisory contract with Moreton, OR such disclosure documents were delivered to Client at the time of entering into the Agreement, in which case, Client has the right to terminate this contract without penalty within five business days after entering into this contract. For purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, any other provision of this contract notwithstanding. Client also acknowledges receipt of the Privacy Policy Notice of Moreton as required by the Gramm-Leach-Bliley Act of 1999 and the Moreton Asset Management Business Continuity Plan. Client acknowledges that in order to comply with the PATRIOT Act and other governmental regulations, Moreton will ask Client for copies driver's licenses, social security numbers, and other identifying documentation.
27. **Electronic Delivery.** Client authorizes Moreton to deliver, and Client agrees to accept, all required regulatory notices and disclosures, as well as all other correspondence from Moreton, via electronic mail. Information and documents provided by Moreton will include, but are not necessarily limited to, Form ADV updates and offers, account reports prepared by Moreton, Moreton's annual Privacy Policy Notice and other written communications from Moreton. Moreton may receive, via electronic means, Client's consent to assignment of this Agreement. When using electronic delivery, Moreton will have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to Client's last provided email address. Client may notify Moreton in the event Client does not want electronic delivery of information. Client has the right to withdraw its consent to electronic delivery without the imposition of any fee or condition.
28. **Litigation and Arbitration.** Client may select the forum and method of dispute resolution, including arbitration, mediation, or litigation in any state or federal court.
29. **Tax Certification.** Client certifies that: 1) Client's correct Taxpayer or Employer Identification Number is as stated below, or 2) Client is not subject to backup withholding as Client is exempt, or has not been notified to the contrary by the Internal Revenue Service (IRS) because of failure to report all interest or dividends, or the IRS has notified Client that he/she is no longer subject to backup withholding.
30. **Entire Agreement.** This Agreement represents the entire understanding between the parties with regard to the matters specified herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement. This agreement becomes effective on the date Moreton receives and accepts an executed copy of this Agreement signed by Client and will remain in effect until terminated as described in this Agreement.

\* \* \* \* \*

**ACCEPTED BY Client**

**ACCEPTED BY Moreton Asset Management, LLC**

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Advisor Signature

G. Wayne Andersen, Mayor  
\_\_\_\_\_  
Client Name and Title

\_\_\_\_\_  
Advisor Name

87-6000284  
\_\_\_\_\_  
Tax ID Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Addendum I Accounts Under Management

In accordance with the Asset Management Agreement (“Agreement”) executed on the date indicated below, Client hereby instructs Moreton to provide asset management services for the Account. If the assets of the Account are to be custodied with an agent other than Wells Fargo Bank, N.A., OR if the advisory fees to be charged are calculated using a non-standard fee schedule, Client will indicate below.

**Custodian other than Wells Fargo Bank, N.A.:** Client assets are to be custodied with, and Moreton is required to settle trades to the Custodian as described below:

<u>Client Account Name</u>	<u>Account Number</u>	<u>Name &amp; Address of Qualified Custodian</u>

**Customized (non-standard) Fee Schedule:** Moreton will charge investment management fees based upon the fee schedule described below:

\$0 - \$10 MM	0.15%
\$10 - \$20 MM	0.125%
\$20 - \$40 MM	0.10%
\$40 - \$100MM	0.08%
\$100MM +	negotiated

\*Describe reason for customized fee schedule: current market environment, municipal client

\_\_\_\_\_

\_\_\_\_\_

\* \* \* \* \*

### CERTIFICATIONS

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Advisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# INVESTMENT POLICY STATEMENT



ACCOUNT NAME: Spanish Fork City the ("Client")

ACCOUNT NUMBER: \_\_\_\_\_

## I. PURPOSE OF THE INVESTMENT POLICY STATEMENT

This Investment Policy Statement (IPS) sets forth the guidelines that the Client has adopted to make investment-related decisions with respect to its assets. The policy identifies the investment goals and objectives of the Client, and sets out parameters for

selecting investments. The IPS will be used by the Investment Manager, as the basis for investing the Client's assets, and will itself be reviewed, at least annually, by the Client and Investment Manager.

## II. ROLES, RESPONSIBILITIES, AND PROCEDURES

**Defined Roles.** The parties involved in the management of Client assets include, but are not limited to:

**A. Client.** The Client shall make all decisions regarding the selection and retention of asset classes and investment options available in the Investment Policy Statement. Accordingly, the Client shall have authority make decisions regarding changes to the IPS, the selection of investment managers, performance analysis, investment monitoring etc.

**B. Investment Manager.** The Investment Manager is delegated responsibility, by the Client, to invest and manage Clients assets in accordance with this IPS and applicable laws and regulations. The Investment Manager will strive to invest with the judgment and care that prudent individuals would exercise in the execution of their own affairs.

## III. INVESTMENT PHILOSOPHY AND OBJECTIVES

Investment options allowed under the IPS shall be selected in order to achieve the following objectives: 1) maintain the safety of principal; 2) provide sufficient liquidity to meet Client's needs; 3) maximize returns within reasonable and prudent levels of risk; and 4) Provide fiduciary control of all investments.

The Client shall select a diverse range of asset classes and investment vehicles to allow for diversification within the portfolio.

The Client and Investment Manager shall review the IPS no less frequently than annually, in order to determine the continuing suitability of the language and investment options allowable under the IPS.

## IV. SELECT AND MONITOR INVESTMENT OPTIONS

The Client and Investment Manager shall evaluate the makeup and results of the existing investments at least annually. The Client and Investment Manager shall monitor and consider factors that include, but are not limited to: changes in investment approach, risk tolerances, and liquidity requirements. Due to maturities, withdrawals and deposits of cash, market value fluctuations, and other factors, the portfolio will

be monitored regularly by the Investment Manager to determine if asset classes need to be rebalanced. The Client reserves the right to amend this investment policy statement at any time and from time to time as it deems necessary or appropriate. This investment policy statement shall remain in effect until modified by Client and acknowledged by the Investment Manager.

## V. ALLOWABLE INVESTMENTS

The portfolio may be invested in the following types of assets and asset classes\*:

*\*(select allowable asset classes by checking the appropriate boxes. Individual security types may also be crossed out).*

- US Government and Agency Securities
  - Direct obligations of the US Government
  - Government Agency Obligations (FNMA, FHLB, FHLMC, FFCB, GNMA, SLMA)
- Corporate Debt Securities
  - Notes and Bonds
  - Commercial Paper
  - Demand Notes
  - Preferred Stocks
  - Certificates of Deposit
- Municipal Securities
  - Notes and Bonds
  - Commercial Paper
- U.S. Government and Agency mortgage-backed securities
  - Weighted average life at time of purchase no longer than \_\_\_ year(s).
- Money Market Funds

## VI. INVESTMENT PARAMETERS

- The maximum maturity for individual securities will not exceed 7 year(s).
- The minimum credit ratings for individual securities (by at least two rating agencies) at the time of purchase are:
  - LONG-TERM RATINGS: A-/A3/A- (S&P/Moodys/Fitch)
  - SHORT-TERM RATINGS: A-1/P1/F-1 (S&P/Moodys/Fitch)
- Account is subject to the most recent revision of the Utah Money Management Act. If any discrepancies between this document and the Utah Money Management Act exist, the Act will supersede.

## VII. ACKNOWLEDGEMENT OF RISK

In agreeing to this IPS, Client and Investment Manager acknowledge that all assets and the portfolio as a whole are subject to risks that include, but are not limited to: loss of principal, price volatility, illiquidity, default of cash payments, declines in market value, and credit rating downgrades. Client acknowledges that Investment Manager obtains

information from a wide variety of publicly available sources. Investment Manager does not have, not does it claim to have, sources of inside or private information. The recommendations developed by Investment Manager are based upon the judgment of Investment Manager. Investment manager cannot guarantee the results of its recommendations.

\* \* \* \* \*

**ACCEPTED BY Client**

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Name: G. Wayne Andersen

**ACCEPTED BY Investment Manager;  
Moreton Asset Management, LLC**

Advisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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



# WELLS FARGO BANK, N.A.

## CUSTODY AGREEMENT

This Agreement, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Wells Fargo Bank, N.A. (“Wells Fargo”), and \_\_\_\_\_ (the “Owner”) as Owner(s) in regard to the custody of certain assets of the Owner.

Whereas Owner has entered into a Discretionary Asset Management Agreement (“AMA”) with Moreton Asset Management, LLC (“Moreton”).

Whereas the AMA requires Owner to establish and maintain a custodial account at Wells Fargo through which Moreton will settle all trades under the AMA.

Whereas Owner wishes to comply with this requirement and appoint Wells Fargo as a custodian to hold certain assets of the Owner pursuant to the direction of the Owner and Moreton.

Now, therefore, the parties hereto agree as follows:

1. Appointment and Acceptance. The Owner hereby appoints Wells Fargo, and Wells Fargo hereby accepts its appointment, as the custodian (the “Custodian”) of certain assets of the Owner (the “Account”). The Account shall consist of those assets, which the Owner notifies Wells Fargo shall be included in the Account, together with the income, proceeds and profits thereon. Wells Fargo will act as the Custodian for the purposes, to the extent, and in the manner and within the limitations set forth in this Agreement.
2. Services of Custodian. The Custodian shall:
  - 2.1 Open and maintain a custody account in the name of the Owner and hold in such account all cash and securities initially deposited, plus any additional cash and securities that may be received from Owner or pursuant to the direction of the Owner from time to time for deposit to the Account. The Custodian shall not be responsible to collect or enforce collection of contributions to the Account.
  - 2.2 Act upon written direction from the Owner or from Moreton, an investment manager duly appointed in writing by the Owner.
  - 2.3 Settle securities transactions for the Account with brokers or others in accordance with the written direction of the Owner or Moreton.
  - 2.4 Be responsible for the collection of investment income relating to the assets in the Account and providing for the daily investment thereof in accordance with the written direction of the Owner or Moreton.
  - 2.5 Present for payment all maturing securities or any securities called for redemption and collect proceeds therefrom.
  - 2.6 Deliver cash or securities as the Owner may direct in writing.

- 2.7 Deliver proxy and other materials for securities held in the Account, including offers to tender or exchange such securities, to the Owner or otherwise as the Owner may direct in writing.
- 2.8 Send monthly to the Owner an itemized statement showing the funds and securities held in the Account as of the last day of the month and all debits, credits and transactions in the Account since the date of the last statement.
- 2.9 With respect to valuation of assets held in the Account,
  - (A) Obtain the fair market value of publicly traded assets, including securities issued by the Owner, where such assets have a readily ascertainable market value.
  - (B) Rely on pricing direction received from the Owner to the extent any securities issued by the Owner are or become thinly traded and/or a readily ascertainable market value is not available.
  - (C) Rely on pricing direction received from the Owner or its authorized agent for any non-publicly traded assets, including privately held securities issued by the Owner.
- 2.10 From time to time, on the written direction of the Owner, to make disbursements out of the Custodial Account to such persons, in such manner, in such amounts, and for such purposes as may be specified in such written direction. The Custodian shall be under no liability for any disbursement made by it pursuant to such a direction.
3. Powers of the Custodian. The Custodian is authorized and empowered to:
  - 3.1 Hold assets in the name of the nominee selected by the Custodian or such other nominee name as the Owner or investment manager may direct in writing.
  - 3.2 Utilize agents other than persons on its regular payroll and delegate to them such ministerial and other non-discretionary duties as it sees fit and to rely upon such information furnished by such agents.
  - 3.3 Make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any other instruments that may be necessary or appropriate to carry out the custodianship duties and powers.
  - 3.4 Decline to accept any asset or property which it deems to be unsuitable or inconsistent with its custodial operations.
  - 3.5 Invest money or assets of the Account in any registered investment company to which the Custodian or an affiliate of the Custodian provides services and receives compensation for providing such services as such investment may be directed by Owner or an agent of Owner.
  - 3.6 Invest available cash in the Account, pending disbursement or investment, in a cash management vehicle as designated by the Owner or Moreton. The Owner understands and agrees that cash management vehicles made available by the Custodian may include deposit accounts of the Custodian or an affiliate, and that such deposit vehicles are specifically authorized for use in the Account.
4. Additional Rights and Duties of the Custodian.

- 4.1 Upon the reasonable prior written request of the Owner, the Custodian shall promptly permit the Owner, or its respective agents, employees or independent auditors, to examine, audit, excerpt, transcribe and copy, at the Owner's expense, during the Custodian's normal business hours, any books, documents, papers and records relating to the Account or the assets.
- 4.2 The duties and obligations of the Custodian shall only be such as are specifically set forth in this Agreement, as it may from time to time be amended, and no implied duties or obligations shall be read into this Agreement against the Custodian. The Custodian shall not be liable except for its own gross negligence, willful misconduct or lack of good faith.
- 4.3 No provision of this Agreement shall require the Custodian to take any action which, in the Custodian's reasonable judgment, would result in any violation of this Agreement or any provision of law.
- 4.4 Anything in this Agreement to the contrary notwithstanding, in no event shall the Custodian be liable under or in connection with the Agreement for indirect, special, incidental, punitive or consequential losses or damages of any kind whatsoever, including but not limited to lost profits, whether or not foreseeable, even if the Custodian has been advised of the possibility thereof and regardless of the form of action in which such damages are sought.
5. Indemnification. The Owner agrees to reimburse, indemnify and hold the Custodian harmless from and against any and all liability, loss, claim, damage or expense, including taxes other governmental charges, and reasonable legal and attorneys' fees which may be imposed, assessed or incurred against the Account or against the Custodian incurred or made arising out of or in connection with the performance of the Custodian's obligations in accordance with the provisions of this Agreement. This indemnity does not extend to any liability, loss, claim, damage or expense arising from the gross negligence, willful misconduct, or malfeasance on the part of the Custodian, its officers, agents or employees. The Owner hereby acknowledges that the foregoing indemnities shall survive the resignation or discharge of the Custodian or the termination of this Agreement.
6. Fees. The Custodian shall be paid reasonable compensation and fees for its services under this Agreement. All compensation and fees hereunder shall be paid by Moreton as agreed from time to time in writing by Moreton and the Custodian pursuant to the terms of a separate fee agreement. If Moreton fails to pay such agreed upon compensation within 30 days after the Custodian mails a written invoice to Moreton, such compensation and fees may be paid from the Account.
7. Amendment and Termination. This Agreement may be amended at any time in writing in such manner as may be mutually agreed upon by the Custodian and Owner. It may be terminated at any time by either the Custodian or Owner upon thirty (30) days' written notice to the other or as otherwise agreed by the parties. As soon as administratively feasible following the effective date of such termination, the Custodian shall deliver the assets of the Account to the successor custodian appointed by the Owner and shall have no further custodial responsibilities for the assets in the Account. Any fees remaining outstanding and balances owing to the Custodian may be withheld from the assets delivered to the Owner or to the successor custodian. In the event that the Owner fails to appoint a successor custodian within thirty (30) days following receipt of the

Custodian's notice of termination, the Custodian may, in its sole discretion and at the expense of the Owner, petition any court of competent jurisdiction for the appointment of a successor custodian or for other appropriate relief, and any such resulting appointment shall be binding upon all the parties.

If the AMA is terminated and Moreton no longer provides asset management services to Owner, all rights and duties of Moreton hereunder shall terminate. The Owner shall be required to notify the Custodian in writing of the termination of the AMA. The Custodian shall incur no liability for affording Moreton the rights provided herein until so notified by Owner. Regardless of when notice is received, Section 6 of this Agreement shall automatically be amended effective upon termination of the AMA to read as follows:

6. Fees. The Custodian shall be paid reasonable compensation and fees for its services under this Agreement based upon the Custodian's then prevailing rates as agreed from time to time in writing by the parties pursuant to the terms of a separate fee agreement. . Such compensation shall be paid by the Owner. Such compensation and fees may be paid from the Account if not paid by the Owner within thirty (30) days after the Custodian mails a written invoice to the Owner.
  
8. Authorized Persons. The Owner shall furnish to the Custodian a written certification of the names and specimen signatures of individuals authorized to communicate with the Custodian on behalf of the Account. The Custodian is authorized to follow and rely upon all instructions given by the persons named in such certificate, as amended from time to time, by officers named in incumbency certificates furnished to the Custodian from time to time by the Owner and by any person, including attorneys-in-fact, acting under written authority furnished to the Custodian by the Owner ("Authorized Persons"), including, without limitation, instructions given by letter, facsimile transmission, telegram, teletype, cablegram or electronic media, if the Custodian reasonably believes such instructions to be genuine and to have been signed, sent or presented by an Authorized Person. The Custodian shall not incur any liability to anyone resulting from actions taken by the Custodian in reliance in good faith on such instructions. The Custodian shall not incur any liability in executing instructions (i) from any Authorized Person prior to receipt by it of notice of the revocation of the written authority of such Authorized Person or (ii) from any officer of the Owner named in an incumbency certificate delivered hereunder prior to receipt by it of a more current certificate.
  
9. Notices. Notice to the Custodian shall be directed and mailed as follows:

Carrie Archibald  
Wells Fargo Bank, N.A.  
608 2<sup>nd</sup> Ave South  
MAC N9303-08B  
Minneapolis, MN 55479

Notice to Owner shall be directed and mailed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Severability. If any provisions of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed and enforced as if such provisions had not been included.
11. Assignment. No assignment of this Agreement shall be made by either party without written consent of the other.
12. Section Headings. The headings of sections in this Agreement are inserted for convenience and reference and shall not be deemed to be a part of or used in the construction of this Agreement.
13. Governing Law. This Agreement and all transactions hereunder shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of \_\_\_\_\_.
14. Successors and Assigns. This Agreement shall bind the successors and assigns of Owner and shall bind the successors and assigns of The Custodian.
15. Effective Date. This Agreement shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

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

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

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

Custodian: WELLS FARGO BANK, N.A.

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



*Institutional Retirement and Trust*

WELLS FARGO  
ACCOUNT AGREEMENT  
DOCUMENTATION

The attached agreements, disclosures and account setup documentation (“Account Documentation”) contain information specific to the services that \_\_\_\_\_ (“Owner”) has selected Wells Fargo Bank, N.A. (“Wells Fargo”) to provide as Trustee/Custodian under the governing Trust/Custody Agreement, executed by Wells Fargo and the Owner for the \_\_\_\_\_ (“Account”).

**Acceptance**

Owner Name ("Owner"): \_\_\_\_\_

Account Name ("Account"): \_\_\_\_\_

Wells Fargo Account Number(s): \_\_\_\_\_ and all related sub accounts

The undersigned individuals represent that they are duly authorized to take action on behalf of \_\_\_\_\_ and Wells Fargo, respectively. The parties certify that they are executing this Acceptance to signify receipt of, and agreement to the terms and conditions specified in the Account Documentation listed below, as of the effective date specified on each document.

**ACCOUNT DOCUMENTATION (only checked items apply):**

**[X] Account Setup Document:**

- **Mutual Fund Reinvestment Direction**
- **Sweep Vehicle Direction**
- **Account Direction for Security Disposition – Tax Lots**
- **Proxy Voting Designation**
- **Corporate Action Designation**
- **Fee and Expense Instructions**
- **Accounting Requirements**
- **Global Securities**
- **Closely-Held Securities**
- **Financial Information Frequency**
- **Trust Information Delivery (Statement Delivery)**
- **Trust Portfolio Reporting Online Access (TPR)**
- **Ancillary Services**

**[X] Alternative Notification of Securities Transactions under 12 CFR §12.5**

**[X] Authorized Agents Direction**

**[X] Authorized Signers Certification**

**[ ] Fee Schedule**

**[X] Shareholder Communications Act Disclosure**

**[X] Sweep Investment Direction**

**Accepted:**

\_\_\_\_\_

**Wells Fargo Bank, N.A.**

Name: \_\_\_\_\_  
*(please print)*

Name: \_\_\_\_\_  
*(please print)*

Title: \_\_\_\_\_  
*(please print)*

Title: \_\_\_\_\_  
*(please print)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

**Account Set Up Document Unbundled Trust/CustodyAccounts**

**WELLS  
FARGO**

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

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

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

Wells Fargo Account Number(s): \_\_\_\_\_ and all related sub accounts

For the accounts referenced above, the Owner makes the following elections:

**Mutual Fund Reinvestment Direction**

**Dividends**

Dividends are reinvested in the Account.       Dividends are paid in cash to the Account.

**Capital Gains**

Capital gains are reinvested in the Account.       Capital gains are paid in cash to the Account.

**Sweep Vehicle Direction**

No sweep vehicle is needed.

Yes, the Account will use a sweep vehicle (sweep vehicle direction form required).

**Account Direction for Security Disposition - Tax Lots**

Average cost will be used for the Account (Default for ERISA accounts).

Tax lots are required. Select the method by which tax lots will be sold. (Check one)

FI – First in, first out

HI – Highest federal tax cost

LI – Last in, first out

LO – Lowest federal tax cost

MA – Maximize gain (lowest federal tax cost – short term)

MI – Minimize gain (highest federal tax cost – long term)

SP – Specify the tax lots to be sold

### Proxy Voting Designation

Forward proxy statements regarding the securities held in the Account to the following proxy recipient for voting:

Contact information for proxy receipt:

Name: Moreton Asset Management, LLC  
Address: 709 East South Temple, Salt Lake City, UT 84102  
E-mail: Team@MoretonAdvisors.com.

*NOTE: If the Account utilizes an Investment Manager, the Investment Manager will automatically receive proxy notices unless otherwise instructed by the Owner.*

### Corporate Action Designation (Including Tender Offers and Class Actions)

Forward corporate action notices received regarding the securities held in the \_\_\_\_\_ to the following corporate action recipient for voting:

Contact information for class action receipt:

Name: Moreton Asset Management, LLC  
Address: 709 East South Temple, Salt Lake City, UT 84102  
E-mail: Team@MoretonAdvisors.com.

*NOTE: If the Account utilizes an Investment Manager, the Investment Manager will automatically receive corporation action notices unless otherwise instructed by the Owner.*

### Fee and Expense Instructions

On a monthly basis, Wells Fargo will send an invoice to Moreton Asset Management, LLC for fees and expenses due with respect to the Account. The invoice will denote Account fees to be billed that are payable by Moreton Asset Management, LLC and/or Account fees to be charged that have been deducted from the Account. Such amounts, if billed, shall be due not later than 30 days following the billing date. The Owner hereby instructs Wells Fargo to collect fees in the following manner:

- Charge the fee directly to the trust/custody account.
- Charge each individual trust/custody account.
- Charge all fees to the following account: Account Number: DDA - 97-3758691-8
- Invoice the Owner.

**Accounting Requirements**

Does the Account require amortization/accretion?

No       Yes

If yes, check one of the boxes below:

- Constant Yield (Scientific) Premium Only       Constant Interest Premium Only
- Straight-Line Premium Only       Constant Yield (Scientific) for All Holdings
- Constant Interest for All Holdings       Straight-Line for All Holdings

Does the Account require encroachment?

- No – Principal and Income activity will report separately. (Default option)
- Yes - Principal and Income reporting will be combined. (Encroachment)

**Global Securities**

Does the Account hold foreign securities?  Yes  No

**Closely-Held Securities**

Does the Account hold closely-held securities?  Yes  No

If yes, indicate contact information for the pricing source:

Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**Financial Information Frequency**

Statement format to be set up regarding the securities and activity in the Account (Check one):

- Trust 3000 Statements
- EBR Statements
- Invest One

Performance Reporting Benchmarks (*Invest One only*)  
*List the primary benchmark first*

\_\_\_\_\_  
 -  
 -  
 \_\_\_\_\_  
 -

Statement Frequency (check all that apply):

- Monthly
- Quarterly
- Annual
- Annual w/5500

**Trust Information Delivery (Statement Delivery)**

Forward Electronic Trust/Custody statements to the following recipient(s):

- 1) Name: Client will access through Moreton's Webportal  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_
  
- 2) Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_
  
- 3) Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Trust Portfolio Reporting Online Access (TPR)**

Individuals to be provided with Online Access to daily reporting regarding the securities held in the Account:

- 1) Name: Client will access through Moreton's Webportal  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_
  
- 2) Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_
  
- 3) Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## Ancillary Services

Below are additional ancillary services that are available. Descriptions, terms, conditions and responsibilities pertaining to ancillary services are contained in separate written agreements between Wells Fargo, the account and other parties, when applicable. If any conflict occurs between the terms of any ancillary services agreement and the **Trust/Custody Agreement** the **Trust/Custody Agreement** will prevail.

Ancillary Services	Selected	Available
Commission Recapture	[ ]	[ ]
Foreign Exchange	[ ]	[ ]
Investment Guideline Monitoring	[ ]	[ ]
Performance Measurement Reports	[ ]	[ ]
Analytics Reports	[ ]	[ ]
Enhanced Fixed Income Analytics Reports	[ ]	[ ]
Trust Universe Comparison Service (TUCS)	[ ]	[ ]
Attribution Reports	[ ]	[ ]
Portfolio Liquidation	[ ]	[ ]
Retirement Plan Payments	[ ]	[ ]
Transition Management	[ ]	[ ]
Donor Accounting	[ ]	[ ]

**Alternative Notification of Securities Transactions  
under 12 CFR §12.5**

**WELLS  
FARGO**

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

Owner Name ("Owner"): \_\_\_\_\_

Account Name ("Account"): \_\_\_\_\_

Wells Fargo Account Number(s): \_\_\_\_\_ and all related sub accounts

Whenever you, as Owner initiate trades, and Wells Fargo Bank, N. A. ("Wells Fargo") places those trades in your Account at Wells Fargo, federal regulations (12 CFR §12.4) require that Wells Fargo inform you of your right to receive a separate notification containing details of those security transactions.

Wells Fargo can comply by forwarding you, at no charge, copies of each trade confirmation or, in the absence thereof, written notification of the details that would have been contained therein. Alternatively, you may determine that in lieu of receiving separate trade confirmations, the periodic Account statements provided to you by Wells Fargo are adequate to inform you of the Account trade activity. This alternative reporting is allowed pursuant to 12 CFR §12.5.

By signing the Acceptance Page, you agree that the periodic statements provided by Wells Fargo are adequate notification and that you do not wish to receive separate trade confirmations. If you wish to receive separate trade confirmations, please provide your request in writing to Wells Fargo.

## Authorized Agents Direction

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

Owner Name ("Owner"): \_\_\_\_\_

Account Name ("Account"): \_\_\_\_\_

Wells Fargo Account Number(s): \_\_\_\_\_ and all related sub accounts

### Authorized Agents

The Owner authorizes and directs Wells Fargo Bank, N.A. ("Wells Fargo") as Directed Trustee/Custodian of the Account, to accept and comply with directions provided to Wells Fargo in writing by agents of the Owner ("Agents") with respect to the Account for the purposes indicated below and to provide Account information to, and respond to Account inquiries from, such Agents. The authorized Agents may act on behalf of the Owner, wherever the Owner has responsibility with respect to the Account, including responsibility under the governing Trust/Custodial Agreement, executed between Wells Fargo and the Owner.

The Owner certifies to Wells Fargo that it has agreed under a separate written agreement with the Agent(s) indicated below the terms of the Agent's authorization(s) to act in connection with the Account, including the responsibility to control and monitor which of the Agent's employees are authorized to provide direction, request or submit information, or make inquiries to Wells Fargo on behalf of the Account. Wells Fargo shall have no duty to verify the authority of an employee of the Agent to act in connection with the Account.

Authorized Agent Information	Authorized Activity
<p><b>Moreton Asset Management, LLC</b>                      _____                      Name of Entity (please print)</p>	<p><input type="checkbox"/> Asset Pricing - Non-publicly Traded Securities                      Provide Valuation to Wells Fargo for _____  <input checked="" type="checkbox"/> Corporate Action Processing Direction                      Proxy Voting, Tenders &amp; Other Corporate Actions  <input checked="" type="checkbox"/> Cash Processing Direction  <input checked="" type="checkbox"/> Trade Processing Direction  <input checked="" type="checkbox"/> In-Kind Processing Direction  <input type="checkbox"/> Benefit Payment Processing Direction  <input type="checkbox"/> Other:</p>

Authorized Agent Information	Authorized Activity
<p>_____                      Name of Entity (please print)</p>	<p><input type="checkbox"/> Asset Pricing - Non-publicly Traded Securities                      Provide Valuation to Wells Fargo for _____  <input type="checkbox"/> Corporate Action Processing Direction                      Proxy Voting, Tenders &amp; Other Corporate Actions  <input type="checkbox"/> Cash Processing Direction  <input type="checkbox"/> Trade Processing Direction  <input type="checkbox"/> In-Kind Processing Direction  <input type="checkbox"/> Benefit Payment Processing Direction  <input type="checkbox"/> Other:</p>

Authorized Agent Information	Authorized Activity
_____ Name of Entity (please print)	<input type="checkbox"/> Asset Pricing - Non-publicly Traded Securities Provide Valuation to Wells Fargo for _____ <input type="checkbox"/> Corporate Action Processing Direction Proxy Voting, Tenders & Other Corporate Actions <input type="checkbox"/> Cash Processing Direction <input type="checkbox"/> Trade Processing Direction <input type="checkbox"/> In-Kind Processing Direction <input type="checkbox"/> Benefit Payment Processing Direction <input type="checkbox"/> Other:

Authorized Agent Information	Authorized Activity
_____ Name of Entity (please print)	<input type="checkbox"/> Asset Pricing - Non-publicly Traded Securities Provide Valuation to Wells Fargo for _____ <input type="checkbox"/> Corporate Action Processing Direction Proxy Voting, Tenders & Other Corporate Actions <input type="checkbox"/> Cash Processing Direction <input type="checkbox"/> Trade Processing Direction <input type="checkbox"/> In-Kind Processing Direction <input type="checkbox"/> Benefit Payment Processing Direction <input type="checkbox"/> Other:

**Amendment and Revocation**

Until this authorization is revoked or amended by means of a revised **Authorized Agents Direction** Exhibit for the Account, which is provided to Wells Fargo by the Owner, Wells Fargo may accept the authority and rely upon the instructions provided by, documents signed by, or requests for information made by such authorized Agents.

## Authorized Signers Certification

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

Owner Name ("Owner"): \_\_\_\_\_

Account Name ("Account"): \_\_\_\_\_

Wells Fargo Account Number(s): \_\_\_\_\_ and all related sub accounts

### Certification of Authorized Signers:

As a **duly appointed officer** of the Owner, I hereby certify that:

1. The individual(s) listed below have been authorized by resolution and has/have the authority to act on behalf of the Owner. The authorized individual(s) (Authorized Signers) may act on behalf of the Owner, wherever the Owner has responsibility with respect to the Account, including responsibility under the governing Trust/Custody Agreement, executed between Wells Fargo Bank, N.A. (Wells Fargo) and the Owner;
2. The following are true and correct signatures of all Authorized Signers authorized to act on behalf of the Owner with respect to Account activity as indicated below.

Name: _____ <i>(please print)</i>	Title: _____ <i>(please print)</i>
Signature: _____	Date: _____

Authorized Signer Information	Authorized Activity
Name (please print)	<input checked="" type="checkbox"/> All Account Activity and Direction OR
Committee Membership (indicate as applicable)	<input type="checkbox"/> Asset Pricing - Non-publicly Traded Securities Provide Valuation to Wells Fargo for _____ <input type="checkbox"/> Corporate Action Processing Direction Proxy Voting, Tenders & Other Corporate Actions <input type="checkbox"/> Cash Processing Direction <input type="checkbox"/> Trade Processing Direction <input type="checkbox"/> In-Kind Processing Direction
Title (please print)	<input type="checkbox"/> Benefit Payment Processing Direction <input type="checkbox"/> Fee and Expense Processing Direction <input type="checkbox"/> Other: _
Signature	This authorized signer may act: <input checked="" type="checkbox"/> Individually <input type="checkbox"/> Jointly, _____ <i>(If left blank, two signatures will be required)</i> signatures required with respect to the authorized activity indicated above. <i>(If no election is made, Individually will be assumed)</i>

Authorized Signer Information	Authorized Activity
	<input checked="" type="checkbox"/> All Account Activity and Direction OR
Name (please print)	<input type="checkbox"/> Asset Pricing - Non-publicly Traded Securities Provide Valuation to Wells Fargo for _____
Committee Membership (indicate as applicable)	<input type="checkbox"/> Corporate Action Processing Direction Proxy Voting, Tenders & Other Corporate Actions
Title (please print)	<input type="checkbox"/> Cash Processing Direction <input type="checkbox"/> Trade Processing Direction <input type="checkbox"/> In-Kind Processing Direction <input type="checkbox"/> Benefit Payment Processing Direction <input type="checkbox"/> Fee and Expense Processing Direction <input type="checkbox"/> Other: _
Signature	This authorized signer may act: <input checked="" type="checkbox"/> Individually <input type="checkbox"/> Jointly, _____ (If left blank, two signatures will be required) signatures required with respect to the authorized activity indicated above.  <i>(If no election is made, Individually will be assumed)</i>

Authorized Signer Information	Authorized Activity
	<input checked="" type="checkbox"/> All Account Activity and Direction OR
Name (please print)	<input type="checkbox"/> Asset Pricing - Non-publicly Traded Securities Provide Valuation to Wells Fargo for _____
Committee Membership (indicate as applicable)	<input type="checkbox"/> Corporate Action Processing Direction Proxy Voting, Tenders & Other Corporate Actions
Title (please print)	<input type="checkbox"/> Cash Processing Direction <input type="checkbox"/> Trade Processing Direction <input type="checkbox"/> In-Kind Processing Direction <input type="checkbox"/> Benefit Payment Processing Direction <input type="checkbox"/> Fee and Expense Processing Direction <input type="checkbox"/> Other: _
Signature	This authorized signer may act: <input checked="" type="checkbox"/> Individually <input type="checkbox"/> Jointly, _____ (If left blank, two signatures will be required) signatures required with respect to the authorized activity indicated above.  <i>(If no election is made, Individually will be assumed)</i>

Authorized Signer Information	Authorized Activity
	<input checked="" type="checkbox"/> All Account Activity and Direction OR
Name (please print)	<input type="checkbox"/> Asset Pricing - Non-publicly Traded Securities Provide Valuation to Wells Fargo for _____
Committee Membership (indicate as applicable)	<input type="checkbox"/> Corporate Action Processing Direction Proxy Voting, Tenders & Other Corporate Actions
Title (please print)	<input type="checkbox"/> Cash Processing Direction <input type="checkbox"/> Trade Processing Direction <input type="checkbox"/> In-Kind Processing Direction <input type="checkbox"/> Benefit Payment Processing Direction <input type="checkbox"/> Fee and Expense Processing Direction <input type="checkbox"/> Other: _
Signature	This authorized signer may act: <input checked="" type="checkbox"/> Individually <input type="checkbox"/> Jointly, _____ (If left blank, two signatures will be required) signatures required with respect to the authorized activity indicated above.  <i>(If no election is made, Individually will be assumed)</i>

### Additional Owner Contacts

The Owner may also direct Wells Fargo in writing to communicate for Account purposes with (but not accept direction from), and to provide Account reports and other Account information to, designated employees of the Owner.

### Amendment and Revocation

Until this authorization is revoked or amended by means of a revised **Authorized Signers Certification** Exhibit for the Plan, which is provided to Wells Fargo by the Owner, Wells Fargo may accept the authority and rely upon the instructions provided by, documents signed by, or requests for information made by such Authorized Signer.

## Shareholder Communications Act Disclosure

**WELLS  
FARGO**

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

Owner Name ("Owner"): \_\_\_\_\_

Account Name ("Account"): \_\_\_\_\_

Wells Fargo Account Number(s): \_\_\_\_\_ and all related sub accounts

The Securities and Exchange Commission adopted the Beneficial Owner Information Disclosure Rule #14b-2 (Rule) in 1986 as part of its effort to improve communications between publicly held companies and beneficial owners of the securities registered in the name of certain nominees.

Under these rules, Wells Fargo Bank, N.A. (Wells Fargo) is required to contact each customer for whom we hold securities and determine whether you authorize us to provide your name, address and share position to the issuer of the securities you own. For your protection, the rules prohibit the requesting company from using your name and address for any purpose other than corporate communications.

Please complete the authorization below by checking one of the alternatives.

**Note:** Under the Rule, Wells Fargo is required to treat a non-response as a "Consents to disclosure" response.

### Authorization

You are authorized to release my name, address and share position (Consents to disclosure).

You are NOT authorized to release my name, address and share position (Objects to disclosure).

**\* Shareholder Communications Act Disclosure must be accompanied by a signed Acceptance Page**

**Sweep Investment Direction for Cash Balances  
(Proprietary Money Market Mutual Fund)**

**WELLS  
FARGO**

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

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

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

Wells Fargo Account Number(s): \_\_\_\_\_ and all related sub accounts

The Owner directs Wells Fargo Bank N.A. (Wells Fargo) to systematically invest cash received by or held in the account (including all related accounts) in the following short-term investment vehicle.

<b>Sweep Investment Vehicle Name</b>	<b>Sweep CUSIP</b>	<b>CUSIP</b>	<b>Ticker</b>
Wells Fargo Advantage Heritage Money Market	VP7000228	949917397	SHIXX

**Money Market Mutual Fund Acknowledgement/Disclosure:**

The Owner acknowledges that it has received and reviewed the fund prospectus for the mutual fund selected and have determined that such fund is an appropriate investment vehicle for the Account.

The Owner understands from reading the prospectus for the Wells Fargo Advantage Funds that Wells Fargo Funds Management, LLC serves as investment advisor and Wells Fargo Bank, N.A., and other affiliates may provide services to the funds. The Owner also understands that Wells Fargo Bank, N.A. and other affiliates may be paid, fees for services to the Wells Fargo Advantage Funds and that those fees are described in the prospectus.

The fees payable to Wells Fargo or an affiliate are stated in the Organization and Management of the Funds and the Summary of Expenses sections of the Prospectus and in the MANAGEMENT section of the Statement of Additional Information. The Statement of Additional Information, which the Prospectus incorporates by reference, is available upon request by calling Wells Fargo Advantage Funds Investor Services at 1-800-222-8222 or by going online at [www.wellsfargoadvantagefunds.com](http://www.wellsfargoadvantagefunds.com).

The Owner understands that investments in money market mutual funds are not obligations of, or endorsed or guaranteed by, Wells Fargo Bank, N.A., or its affiliates and are not insured by the Federal Deposit Insurance Corporation.

The Owner understands that I may change this direction at any time and that it shall continue in effect until revoked or modified by an authorized representative of the Account by written notice to Wells Fargo.



## ACCESS TO ONLINE REPORTING SYSTEM

The individuals indicated below are granted online access to [www.MoretonAdvisors.com](http://www.MoretonAdvisors.com). Access via a login ID and password, includes monthly statements, current and historical transactional information, balances, positions, and other information pertaining to the following Moreton Asset Management, LLC account(s):

Account Name(s): Spanish Fork City

Account Number(s): \_\_\_\_\_

Printed Name	Title	Email Address	Phone #
Tyler P. Jacobson	Treasurer	<a href="mailto:tjacobson@spanishfork.org">tjacobson@spanishfork.org</a>	801-804-4508
Kent R. Clark	Finance Dir.	<a href="mailto:kent@spanishfork.org">kent@spanishfork.org</a>	801-804-4520

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

G. Wayne Andersen, Mayor  
NAME / TITLE

# Moreton Asset Management, LLC

## PRIVACY PLEDGE AND NOTIFICATION



Moreton Asset Management, LLC (Moreton) respects your right to privacy. We have always been committed to secure the confidentiality and integrity of your personal information. The information we collect and the extent to which we use it will vary depending on the service involved. We are proud of our privacy practices and want our current and prospective clients to understand what information we collect and how we use it.

### Terms you should know:

Personal (public) information:

- information such as your name, address, phone number, place of employment, items that you would find in a phonebook or on the internet.

Non - Public information:

- information such as your Social Security number, date of birth, phone number if unlisted, income, financial situation, information given by you when opening an account, applying for a loan or financial planning.

Affiliated company is:

- Companies related by common ownership or control, our affiliated companies are Moreton & Co. and Moreton Brokerage Services

Non-Affiliated/third party company is:

- Companies not related by common ownership or control, they could be your insurance carrier, your broker/dealer, a company that prints statements or does a company's payroll.

### Why We Collect Your Information

We gather information about you:

- to help us understand what your financial needs are now and in the future
- for financial planning, suitability, insurance coverage for you personally or for your business
- to know who you are and thereby prevent unauthorized access to your information
- design and improve services we offer
- to comply with the laws and regulations that governs us.

### What Information We Collect

The information we collect varies depending on the products and services you request and may include:

- information about your identity, such as your name, address, social security number, birth date
- information such as your income, financial and retirement goals, beneficiaries
- information about your company, your employees and partners
- third-party reports, such as motor vehicle records, demographic and/or medical information, if relevant to your product or service
- information about your transactions with us, our affiliates, or others

### How We Collect Your Information

We collect information about you, for example, from the following sources:

- information we receive from you on applications or other related forms and statements
- information your employer, benefit plan sponsor, or association may provide
- information from our affiliates, your broker/dealer, your insurance carrier or medical provider

### Do We Share Your Personal and/or Non-Public Information

All financial companies need to share client information to run their everyday business, the following describes what information is shared and why:

- We **do share** your personal information with our affiliates (Moreton & Co. and Moreton Brokerages Services, LLC) for our everyday business purposes. (Your *non-public information* is shared only with your approval)

- We **do share** your personal and non-public information with non-affiliated third parties such as your securities broker/dealer, your insurance carrier, insurance wholesalers for insurance underwriting, your attorney or tax consultant for financial planning.
- We **do not share** personal or non-public information about our former clients except as permitted by Law.
- We **do not share or sell** your personal information to non-affiliated companies or third parties to market their products to you.

Moreover, we will not release information about our clients or former clients unless one of the following conditions is met:

- We receive your prior written consent.
- We believe the recipient to be you or your authorized representative.
- We are required by law to release information to the recipient.

We only use information about you to help us better serve your investment needs or to suggest services that may be of interest to you.

**Confidentiality and Security**

We maintain physical, electronic and procedural safeguards to guard your personal account information. We also restrict access to your personal and financial data to authorized Moreton Asset Management, LLC associates who have a need for these records. We require all non-affiliated organizations to conform to our privacy standards and are contractually obligated to keep the information provided confidential and used as requested. Furthermore, we will continue to adhere to the privacy policies and practices described in this notice even after your account is closed or becomes inactive.

**MORETON ASSET MANAGEMENT Customer Identification Program Notice:**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

**What this means for you:**

When you open an account, we will ask for your name, address, date of birth and identification number. For a non-citizen the identification number would include the taxpayer identification number, passport number, and country of issuance, alien identification number, or government-issued identification showing nationality, residence, and photograph of you. We may ask to see your driver’s license or other identifying documents. A corporation, partnership, trust or other legal entity may need to provide other information, such as its principal place of business, local office, employer identification number, certified articles of incorporation, government-issued business license, a partnership agreement or a trust agreement.

**To Contact Us**

For questions regarding our privacy policy, please contact us at 801-869-4200, fax at 801-869-4204, or via email at [Team@MoretonAdvisors.com](mailto:Team@MoretonAdvisors.com).

----- cut here and return if you are opting out -----

**Opt-Out Option**

As a Moreton client, you have choices about who we share your information with. As you consider this, we encourage you to make choices that enable us to provide you with services that help you meet your financial needs. **IF AN OPT-OUT IS BEING REQUESTED, PLEASE SIGN BELOW AND RETURN TO MORETON ASSET MANAGEMENT AT 709 E. SOUTH TEMPLE, SALT LAKE CITY, UT 84102**

**I would like to Opt-out of the sharing of my personal information with: (check those that apply)**

Moreton Asset Mgt. affiliates (Moreton & Co., Moreton Wealth Advisors, Moreton Brokerage Services, Moreton Retirement Partners) -  
 Marketing

Non-affiliated/third parties –  
 Broker/dealer  
 Insurance carrier  
 Attorney or tax consultant  
 Insurance wholesalers for underwriting

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

G. Wayne Andersen  
\_\_\_\_\_  
Print Name

Spanish Fork City  
\_\_\_\_\_  
Customer/Entity Name

# CUSTOMER INFORMATION QUESTIONNAIRE



Please answer all questions and if more than one answer applies, select all that apply. Please sign and date where indicated. Incomplete forms will be returned. Thank you.

Customer Name: Spanish Fork City

Registered Investment Advisor Name: MORETON ASSET MANAGEMENT, LLC

1. Customer is a U.S. Citizen, U.S Resident Alien or an entity principally registered in the U.S.:  YES  NO  
If NO, please state the Customer's country of residence or principal registration: \_\_\_\_\_

2. **The Customer** (if customer is an individual) hereby agrees to disclose to Moreton Asset Management (Moreton) if Customer is or becomes a "senior foreign political figure, immediate family member or close associate of a senior foreign political figure" (as defined below), during the duration of the asset management relationship.  
**The Customer** (if customer is a privately held entity) hereby agrees to disclose to Moreton if Customer or Customer's beneficial owner(s) is/are or becomes a "senior political figure, immediate family member or close associate of a senior foreign political figure" (as defined below), during the duration of this relationship.

*A "senior foreign political figure" is a senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a senior official of a major non-U.S. political party, or a senior executive of a non-U.S. government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.*

*"Immediate family member" of a "senior foreign political figure" includes the figure's spouse, parents, siblings, children, step-children, and in-laws. A "close associate" of a "senior foreign political figure" is a person who is widely and publicly known to maintain an unusually close relationship with the "senior foreign political figure," and includes a person who is in a position to conduct substantial U.S. and non-U.S. financial transactions on behalf of the "senior foreign political figure."*

Customer **IS NOT** a senior foreign political figure, immediate family member, or a close associate or a senior foreign political figure.

Customer **IS** a senior foreign political figure, immediate family member, or close associate of a senior foreign political figure.

3. Customer's Profession or Type of Business: city located in Utah County, UT

4. Is Client involved in any of the following types of activities:  Foreign Exchange/Money Changing Services  
 Gambling / Gaming / Lottery  Money Lending / Pawn  Other (describe): \_\_\_\_\_  
 None

5. Purpose of Customer's Account:  OPERATING  INVESTMENT  OTHER (describe) \_\_\_\_\_

6. Customer's Source of Wealth:  GROUP SAVINGS AND/OR INVESTMENTS  
 INHERITED WEALTH  SALE OF BUSINESS/IPO  
 EARNINGS FROM BUSINESS  CHARITABLE DONATION OR GIFT  
 CORPORATE ASSETS  INSURANCE PROCEEDS  
 TAX REVENUES  BOND ISSUANCE  
 OTHER (Explain) \_\_\_\_\_

7. Customer's Gross Annual Income:  0 to \$1 million  \$1 to \$5 million  \$5 to \$10 million  
 \$10 to \$20 million  \$20 to \$40 million  Over \$40 million  
How Estimated / Verified?:  COMPANY FINANCIALS  OTHER (Describe) \_\_\_\_\_

8. Customer's Estimated Net Worth:  0 to \$1 million  \$1 to \$5 million  \$5 to \$10 million  
 \$10 to \$20 million  \$20 to \$40 million  Over \$40 million  
How Estimated / Verified?:  COMPANY FINANCIALS  OTHER (Describe) \_\_\_\_\_

9. **Customer's Anticipated Account Activity:**

- How often does the Customer anticipate wires, disbursements, deposits or other transfers into and out of the account?  WEEKLY  MONTHLY  QUARTERLY  SEMI-ANNUAL  ANNUALLY
- Does Customer anticipate wires, disbursements, deposits, or other transfers to or from foreign countries? (Countries other than the U.S.):  YES  NO If YES, please list countries: \_\_\_\_\_

10. **Customer's Ongoing Source of Funding for account.** (provide name and location of financial institution from which funding will be coming and whether another individual or entity will be providing funding).

-tax revenues \_\_\_\_\_

11. **Principal Owners of Customer (list):** N/A - municipality

---

---

---

12. **Required Information for All Authorized Signers on Account:**

- Signer's Full Name: Tyler P. Jacobson
- Title: Treasurer
- Social Security Number: \_\_\_\_\_
- Copy of Driver's License attached

- Signer's Full Name: Kent R. Clark
- Title: Finance Director
- Social Security Number: \_\_\_\_\_
- Copy of Driver's License attached

- Signer's Full Name: \_\_\_\_\_
- Title: \_\_\_\_\_
- Social Security Number: \_\_\_\_\_
- Copy of Driver's License attached

- Signer's Full Name: \_\_\_\_\_
- Title: \_\_\_\_\_
- Social Security Number: \_\_\_\_\_
- Copy of Driver's License attached

- Signer's Full Name: \_\_\_\_\_
- Title: \_\_\_\_\_
- Social Security Number: \_\_\_\_\_
- Copy of Driver's License attached

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

G. Wayne Andersen, Mayor  
Name of Signer (print)



# ORDINANCE NO. 09-13

## ROLL CALL

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

I MOVE this ordinance be adopted: Council member

I SECOND the foregoing motion: Council member

## ORDINANCE No. 09-13

### AN ORDINANCE MAKING VARIOUS AMENDMENTS TO THE LAND USE ORDINANCE OF SPANISH FORK CITY

WHEREAS, Spanish Fork City has enacted a land use ordinance to regulate the development of land within the City, establish zoning to protect property values, and establish administrative rules concerning land use; and

WHEREAS, amendments to the land use ordinance need to be made from time to time in order to remain compliant with state and federal law, become more efficient, and to keep standards in line with best construction and safety practices; and

WHEREAS, Utah state law has recently been changed which limits the amount of the bond to guarantee infrastructure improvements to ten percent (10%) of the total bond amount; and

WHEREAS, the City allows developers the benefit of connector's agreements, and should receive that same benefit when it performs improvements which will benefit specific properties; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on Wednesday, the 8th day of May, 2013, whereat public comment was received; and

WHEREAS, a public hearing was held before the Spanish Fork City Council on Tuesday, the 21st day of May, 2013, whereat additional public comment was received;

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

I.

Spanish Fork Municipal Code §§15.4.16.020 and 110 are hereby amended as follows:

**15.4.16.020 Unavailability of Adequate Public Facilities**

A. In the event that the city engineer determines that adequate public facilities are not available and will not be available by the time of approval, so as to assure that adequate public services are available at the time of occupancy, the following alternatives may be elected, at the discretion of the city council:

1. Allowing the developer to voluntarily construct those public facilities which are necessary to service the proposed development and provide adequate facilities as determined by the city engineer and by entering into an appropriate form of connector's, or developers agreement, which may include, as deemed appropriate by the city engineer, provisions for recoupment of any expenses incurred above and beyond those reasonably necessary for or related to the need created by or the benefit conferred upon the proposed development, and the method and conditions upon which recoupment is to be obtained. Any connector's agreement authorized by this paragraph must be requested within 30 days of the completion and acceptance by the City of the improvements.
2. Requiring the timing, sequencing, and phasing of the proposed development consistent with the availability of adequate public facilities;
3. Deferring approval and the issuance of building permits until all necessary public facilities are adequate and available; or
4. Denying approval and allowing the applicant to reapply when adequate public facilities are available.

B. In the event the City installs infrastructure improvements which benefits specific properties, it may also recover reimbursement on a pro-rata basis from the benefitted properties when they develop, on the same basis as a developer would recover reimbursement with a connector's agreement as set forth in paragraph A.

C. When a connector's agreement is granted, or the City installs infrastructure for which it will be reimbursed, the City will record a notice against the benefitted properties so that a future owner/developer will be on notice of development costs associated with that parcel.

**15.4.16.110 Security for Improvements Required**

The owners and/or developers of property shall deposit security with the City to guarantee proper installation of all required improvements in accordance with the plans, specifications, time limitations, and conditions relating thereto as meets with the approval of the Council or such personnel as the Council shall designate. The amount of the security shall be 125% of the City's estimated costs of the improvements. Security shall be in the form of cash in the minimum amount of ten percent (10%) of the City's bond amount. The balance of the security shall be in the form of cash, an irrevocable letter of credit, or an escrow bond.

Irrevocable letters of credit or escrow bonds shall be executed by financial institutions acceptable to the City and authorized to conduct business in the State of Utah, and must be in the form approved by the City. The bond or letter of credit as required by this section must be posted prior to recording. Upon completion, inspection, approval, and acceptance of the improvements, the security, less ten percent (10%), shall be released to the developer. Ten percent (10%) of the security amount shall be held for a period of one (1) year following final inspection and acceptance to warrant improvements for this time period.

The ten percent retained for the warranty period shall be in cash. The cash amount may be released one year after installation, final inspection, and acceptance by City, if no repairs or replacement are required to the infrastructure installed.

**II.**

This ordinance shall be effective twenty days after passage and publication.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH,  
this 18th day of June, 2013.

G. WAYNE ANDERSEN, Mayor

Attest:

Kent R. Clark, City Recorder



# ZONE CHANGE AND PRELIMINARY PLAT

## REPORT TO THE CITY COUNCIL TRAILSIDE ZONE CHANGE AND PRELIMINARY PLAT

**Agenda Date:** June 18, 2013.

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

**Reviewed By:** The Development Review Committee, Planning Commission.

**Request:** The applicant has proposed to change the zoning on a parcel from R-1-8 to R-1-6 with the Infill Overlay approved to allow for a three-lot subdivision.

**Zoning:** R-1-8 existing, R-1-6 with the Infill Overlay requested.

**General Plan:** Residential 5 to 8 units per acre.

**Project Size:** .65 acres.

**Number of lots:** 3.

**Location:** Approximately 300 West 100 South.

### Background Discussion

The Commission took a few minutes in the May meeting to review this proposal and continued the public hearing to the June meeting. Since that time, the applicant has submitted revised plans and has addressed the majority of the issues staff had previously identified.

As proposed the project essentially sits on 19,000 square feet of developable land. Therefore, the proposed density is some 6.9 units per acre in an area planned for up to 8 units per acre. The proposed lots would each support a single-family home and range in size from 4,600 to 4,800 square feet.

The proposed development meets City's requirements for the Infill Overlay zone. This particular zoning tool was conceived to allow flexibility from traditional zoning standards with the hope that the flexibility would facilitate the redevelopment of underutilized properties. A significant element of the Infill Overlay concept involves providing the City discretion in determining whether a particular proposal would have a positive impact on a neighborhood.

In short, staff believes the proposed project could have a very positive impact on the surrounding properties and neighborhood. Nonetheless, there are details of the project that staff believes deserve additional attention. Staff believes the Planning Commission should particularly weigh in on decisions about fencing, landscaping and architecture. Staff anticipates discussing these elements with the Commission and the applicant during the Commission meeting.

### Development Review Committee

The Development Review Committee reviewed this request in their May 29, 2013 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

Applicant: Stevan Davis  
 General Plan: Medium Density Residential  
 Zoning: R-1-8 existing, R-3 proposed  
 Location: 300 West 100 South

Mr. Anderson explained that the applicant had addressed all redlines. The trail would be dedicated to the City. The zone change is to go from R-1-8 to R-3 or R-1-6 with the Infill Overlay Zone. He further explained that there were some concerns raised, after the neighborhood meeting was held, with regard to traffic. Mr. Anderson expressed that adding two lots would not affect the traffic very much.

Mr. Morrill said that he would like a two rail fence between the trail and the driveway.

Mr. Anderson said that R-1-6 would be a better zone to go with. The density is tied to the General Plan in the area and not zoning. The General Plan allows 8 units to the acre.

Mr. Pierce said that the applicant had met with UDOT.

Mr. Baker **moved** to recommend **approval** of the Trailside Preliminary Plat and R-1-6 Zone Change with the accompanying Infill Overlay Zone subject to the following conditions:

#### Conditions

1. That the applicant meets the City's Construction Standards.
2. That the applicant obtains an UDOT permit for access to 100 South.

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

#### Planning Commission

The Planning Commission reviewed this request on June 5, 2013 and recommended that it be approved. Draft minutes from that meeting read as follows:

#### Trailside

Applicant: Stevan Davis  
General Plan: Medium Density Residential  
Zoning: R-1-8 existing, R-1-6 with Infill Overlay requested  
Location: 335 West 100 South

Mr. Anderson explained that, with respect to this proposal, it is important that the Zone Change and Preliminary Plat be considered together because it is proposed that we use the Infill Overlay zone which gives the Planning Commission and City

Council some flexibility to approve lots that are smaller than 6,000 square feet. It is a program that was conceived for situations like this where there is a property that has been previously developed and in some way or another is under utilized. Previous to the Infill Overlay zone, typically in a situation like this, you would simply see a second home constructed behind on a flag lot. Flag lots are no longer allowed and what is proposed is the replacement concept to that. This is one way to get single family detached homes constructed on the original blocks of the City instead of properties that are renter occupied. The proposed project has approximately 19,000 square feet of developable area. This is, with three units, under seven units to the acre. The City's General Plan would allow for up to eight.

Commissioner Gonzales expressed that he felt the lot sizes were too small.

Commissioner Fallon asked what the square footage size was on the adjoining lots. Mr. Johnson said that the lots were roughly 6,000 square feet.

Mr. Anderson explained that part of the idea, with the Infill Overlay, is to incent owners to tear down an existing dilapidated structure and replace it with new single family homes.

Chairman Gonzales asked if the applicant was willing to go with two lots instead of three lots. Mr. Davis explained that with the costs involved with the construction of three lots they were only marginal from a financial side.

Chairman Gonzales expressed that he felt this was a tight subdivision. Mr. Davis explained that he had spent many hours on this property. He explained that he felt with the shared drive that there were some neat two-story home designs to have a fifteen-foot backyard area with the frontage looking across the private drive and the trail so it would have a more open spacious feel than what he felt the Commission was imagining.

Chairman Gonzales explained that, in the last meeting, he brought up the issue of safety between the private driveway and pedestrians on the trail. He asked what has been proposed because he does not feel that a vinyl fence would be a good barrier. Mr. Davis said that he has proposed boulders be placed between the driveway and the trail and that he felt that the boulders would be great.

Commissioner Swenson asked about fencing. Mr. Davis explained that the vinyl fence ran along the south portion of the property and that there was an existing fence between the property and the adjacent property owner (Mr. Lamb).

Chairman Gonzales invited public comment. There was none.

Chairman Gonzales read a letter that was submitted by James and Peggy Wilbur. Chairman Gonzales explained that all of the Wilbur's issues had been addressed except for curb and gutter.

Mr. Davis explained that Mr. Lamb, the adjacent property owner, does not have curb and gutter in front of his home and he welcomed the curb and gutter. Mr. Davis further explained where they had proposed curb and gutter which was in front of Mr. Lamb's property and through the frontage of the proposal.

Commissioner Fallon asked about the trees and if they were on the subject property or the adjacent property owner. Mr. Davis said that they were on Mr. Lamb's property.

Chairman Gonzales expressed safety from the Bonneville trail was a big concern to him.

Chairman Gonzales **moved** to recommend **approval** of the Trailside Zone Change and Preliminary Plat. Commissioner Fallon asked about the zone change and what other option the applicant would have. Mr. Anderson explained that should the applicant not construct what has been proposed and approved that the only other option he would have is a 6,000 single family lot. Commissioner Fallon **seconded** and the motion **passed** all in favor.

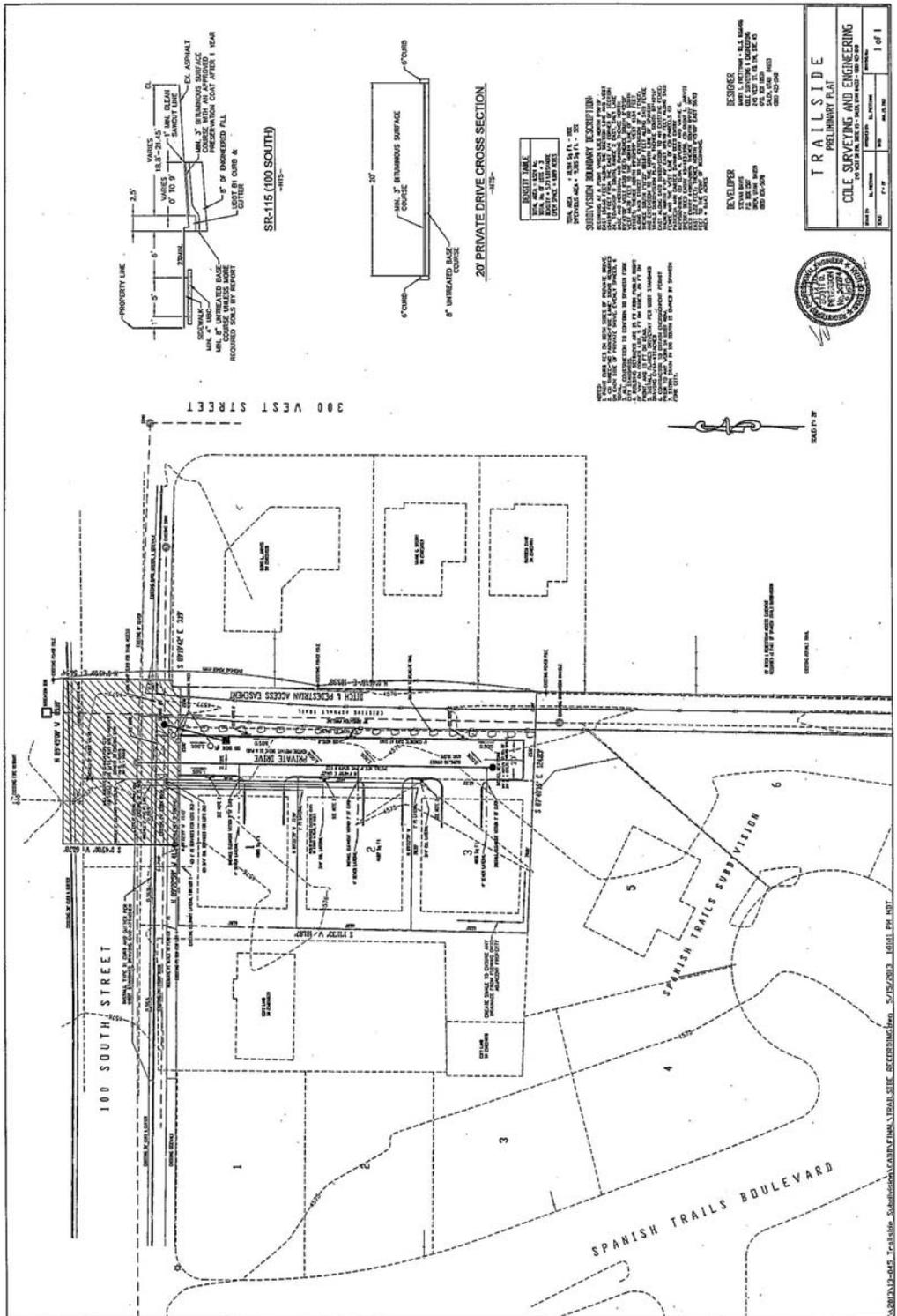
### **Budgetary Impact**

No budgetary impact is anticipated with this proposal.

### **Recommendation**

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





**INSURANCE**  
 TRAILSIDE ENGINEERING & SURVEYING, INC.  
 100 SOUTH STREET, SUITE 100  
 DENVER, COLORADO 80202

**DESIGNER**  
 TRAILSIDE ENGINEERING & SURVEYING, INC.  
 100 SOUTH STREET, SUITE 100  
 DENVER, COLORADO 80202

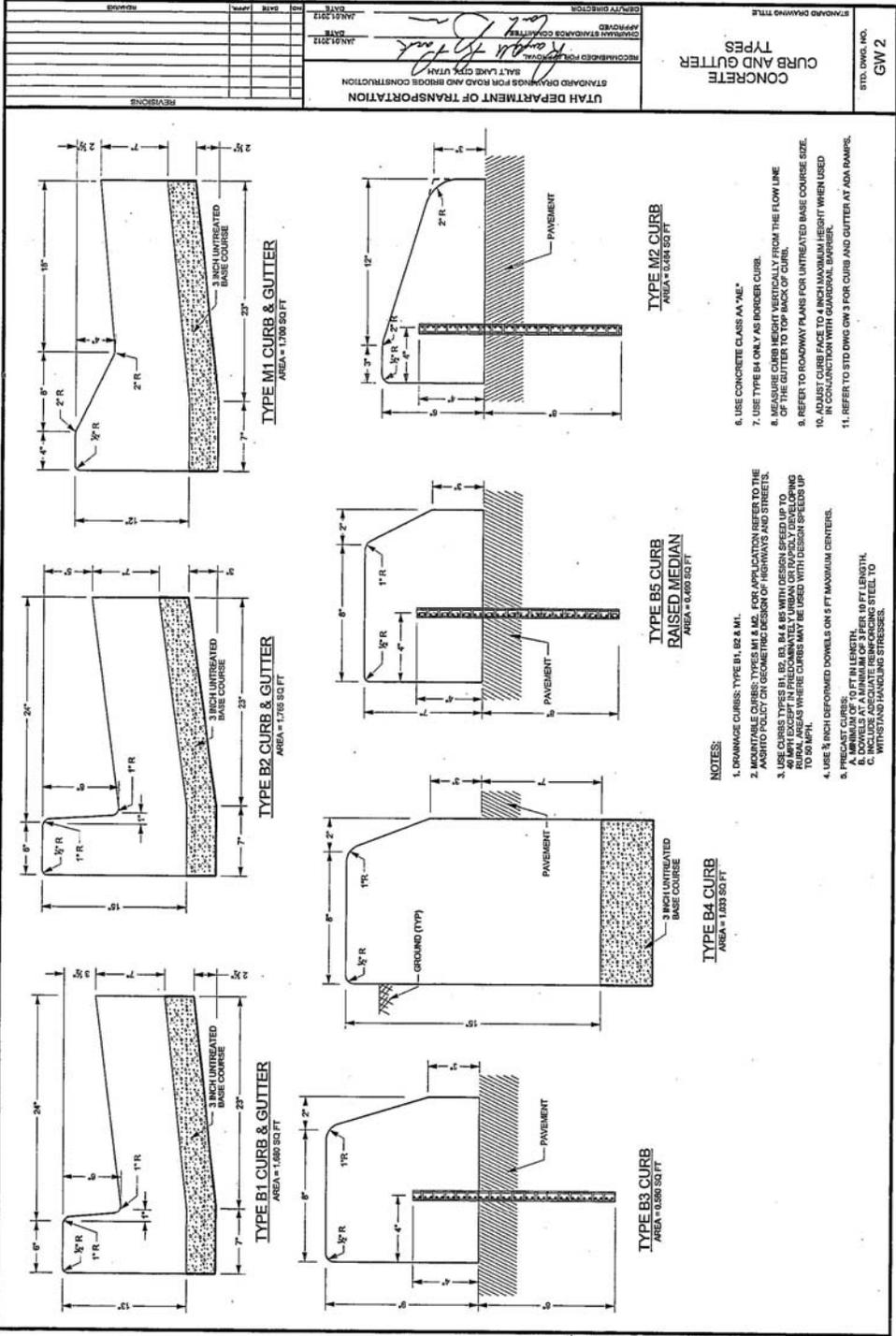
**DEVELOPER**  
 TRAILSIDE ENGINEERING & SURVEYING, INC.  
 100 SOUTH STREET, SUITE 100  
 DENVER, COLORADO 80202

**TRAILSIDE**  
 PRELIMINARY PLAN  
 COLE SURVEYING AND ENGINEERING  
 100 SOUTH STREET, SUITE 100  
 DENVER, COLORADO 80202  
 1 of 1

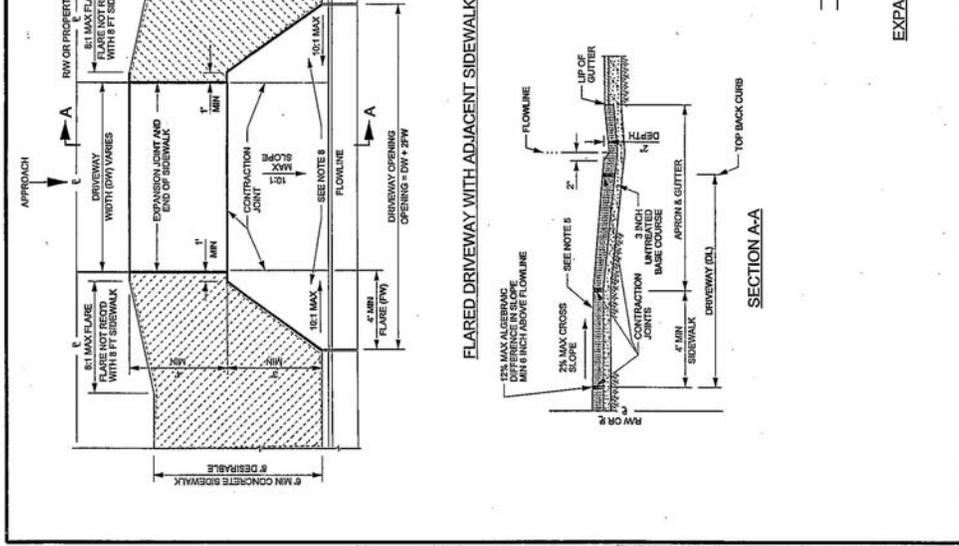
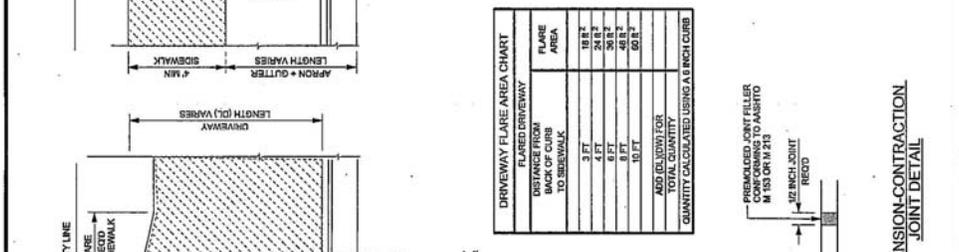
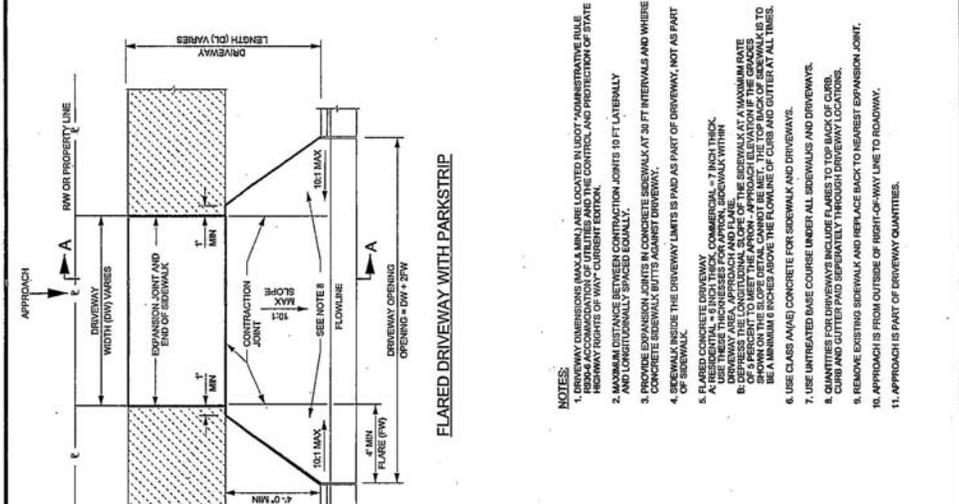


**NOTES:**  
 1. THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE CITY ENGINEER.  
 2. THE CITY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.  
 3. THE CITY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.  
 4. THE CITY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.  
 5. THE CITY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.





NO.	DATE	BY	REVISIONS
1	JAN 01 2012	JK	
2	JAN 01 2012	JK	



DRIVEWAY FLARE AREA CHART	FLARE AREA
3 FT	18.84
4 FT	24.84
6 FT	36.84
8 FT	48.84
10 FT	60.84

NOTES:

1. DRIVEWAY EXPANSION JOINTS SHALL BE LOCATED IN ACCORDANCE WITH THE 2007 UTAH CONSTRUCTION CODE, SECTION 910.01.01, AND THE CONTROL AND PROTECTION OF STATE HIGHWAY RIGHTS OF WAY CURRENT EDITION.
2. MAXIMUM DISTANCE BETWEEN CONTRACTION JOINTS IS 10 FT LATERALLY AND LONGITUDINALLY SPACED EQUALLY.
3. PROVIDE EXPANSION JOINTS IN CONCRETE SIDEWALK AT 30 FT INTERVALS AND WHERE CONCRETE SIDEWALK BUTS AGAINST DRIVEWAY.
4. PROVIDE EXPANSION JOINTS IN DRIVEWAY AT 30 FT INTERVALS AND WHERE CONCRETE SIDEWALK BUTS AGAINST DRIVEWAY.
5. FLARED CONCRETE DRIVEWAY:
  - A. RESIDENTIAL - 8 INCH THICK COMMERCIAL - 7 INCH THICK.
  - B. DEPRESS THE LONGITUDINAL SLOPE OF THE SIDEWALK AT A MAXIMUM RATE OF 1/4" PER FOOT TO THE DRIVEWAY FLARE.
  - C. DEPRESS THE LONGITUDINAL SLOPE OF THE DRIVEWAY FLARE TO THE DRIVEWAY AREA, APPROACH AND FLARE.
6. USE CLASS AA/AB CONCRETE FOR SIDEWALK AND DRIVEWAYS.
7. USE UNTREATED BASE COURSE UNDER ALL SIDEWALKS AND DRIVEWAYS.
8. QUANTITIES FOR DRIVEWAYS INCLUDE FLARES TO TOP BACK OF CURB, CURB AND GUTTER PAID SEPARATELY THROUGH DRIVEWAY LOCATIONS.
9. REMOVE EXISTING SIDEWALK AND REPLACE BACK TO NEAREST EXPANSION JOINT.
10. APPROACH IS FROM OUTSIDE OF RIGHT-OF-WAY LINE TO ROADWAY.
11. APPROACH IS PART OF DRIVEWAY QUANTITIES.

PRECAST JOINT FILLER CONFORMING TO AASHTO M 153 OR M 213 WITH 1/2 INCH JOINT REED

QUANTITIES CALCULATED USING A 6 INCH CURB

DRIVEWAY FLARE AREA CHART

FLARED DRIVEWAY WITH ADJACENT SIDEWALK

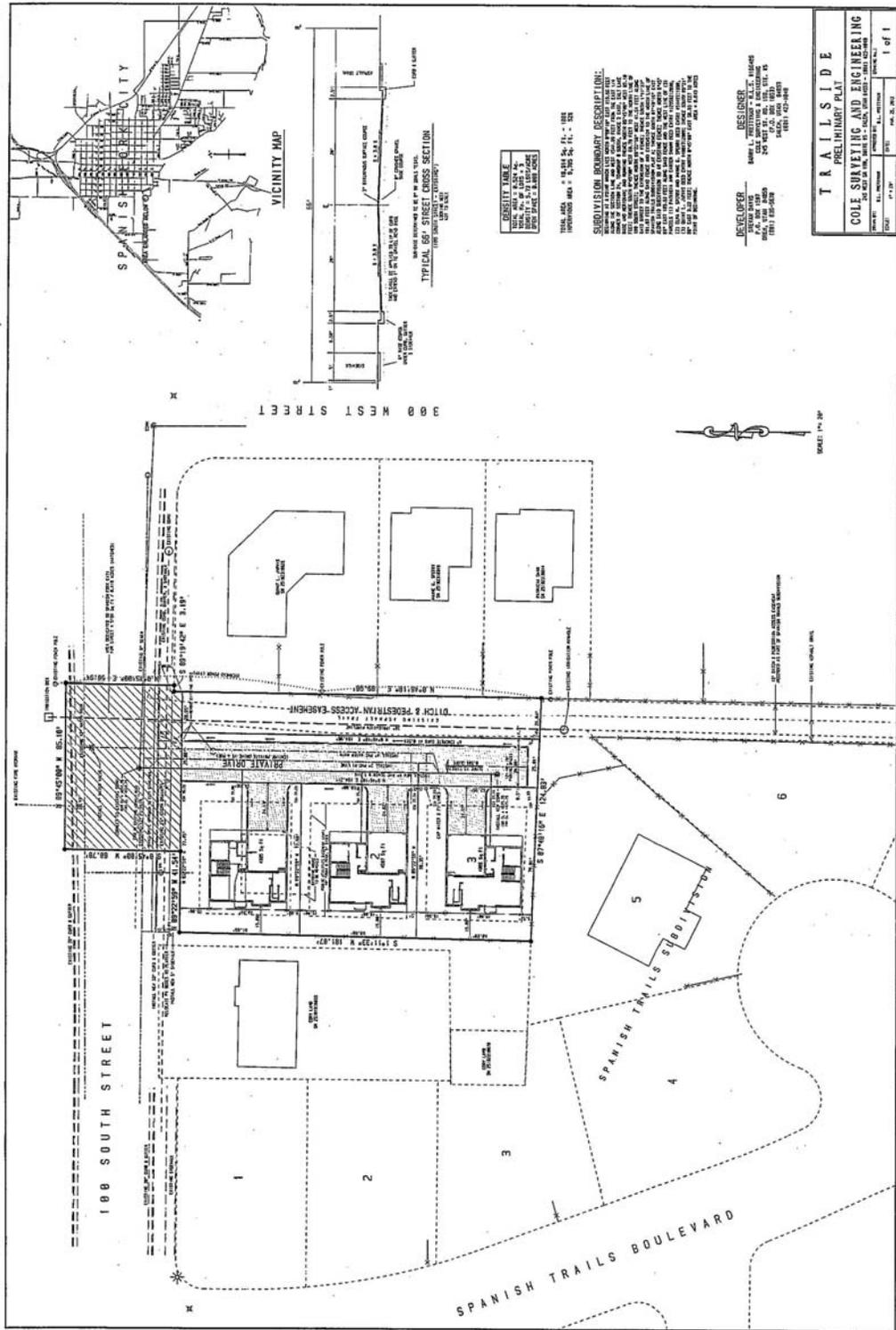
FLARED DRIVEWAY WITH PARKSTRIP

EXPANSION-CONTRACTION JOINT DETAIL

UTAH DEPARTMENT OF TRANSPORTATION

STANDARD DRAWING TITLE: CONCRETE DRIVEWAYS AND SIDEWALKS

STANDARD DRAWING NO.: GW 4A



**CORRECTION TABLE**  
 THIS PLAN IS CORRECTED TO REFLECT THE REVISIONS LISTED BELOW.  
 REVISION NO. 1 - 11/15/2008  
 REVISION NO. 2 - 11/15/2008  
 REVISION NO. 3 - 11/15/2008

**SHEDULED BOUNDARY DESCRIPTION:**  
 THE BOUNDARY OF THE SUBDIVISION IS DESCRIBED AS FOLLOWS:  
 BEGIN AT THE N.W. CORNER OF THE LOT 100 SOUTH STREET AND 300 WEST STREET, THENCE S89°15'00\"/>

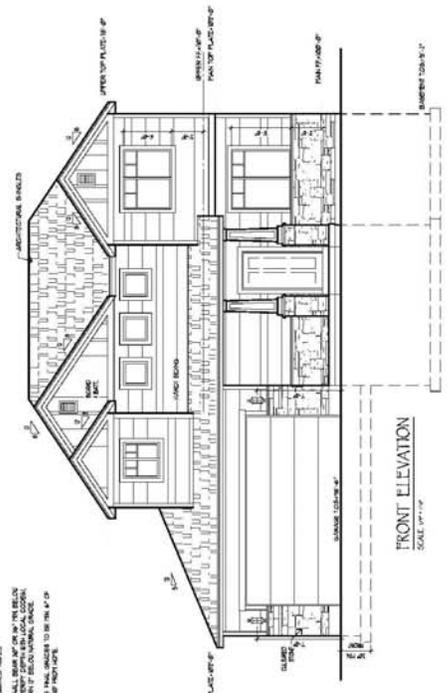
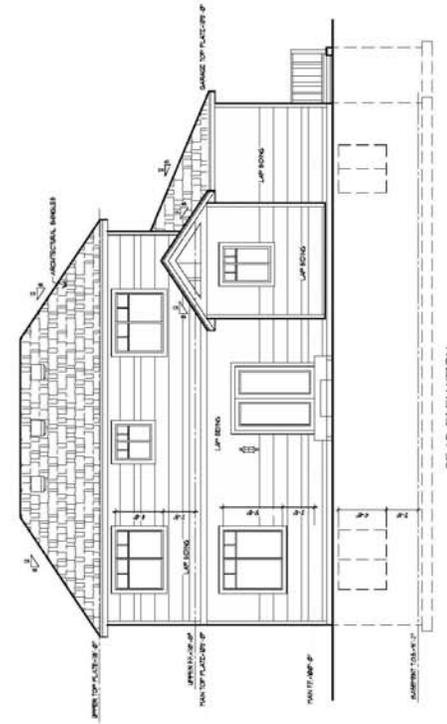
**DEVELOPER:**  
 SPANISH TRAILS SUBDIVISION  
 100 SOUTH STREET  
 SPANISH TRAILS, ARIZONA 85131

**DESIGNER:**  
 COLE SURVEYING AND ENGINEERING  
 100 SOUTH STREET  
 SPANISH TRAILS, ARIZONA 85131

**T R A I L S I D E**  
 PRELIMINARY PLAN  
 COLE SURVEYING AND ENGINEERING  
 100 SOUTH STREET  
 SPANISH TRAILS, ARIZONA 85131  
 SHEET 1 OF 1

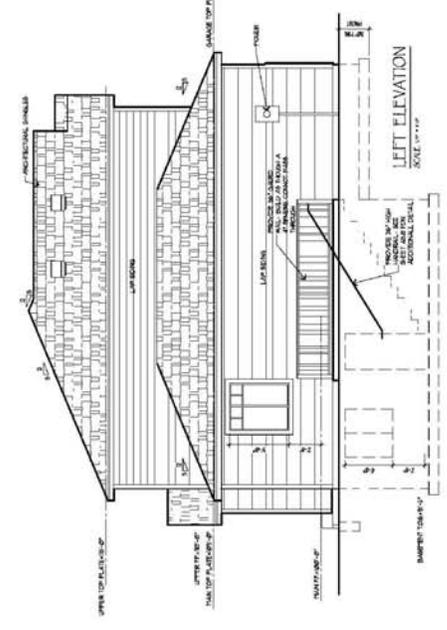
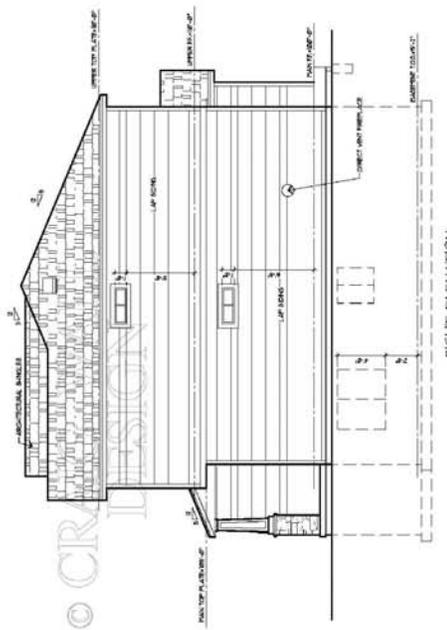
<p>Craig Wall Design, Inc. 10000 1st Street, Suite 100 San Diego, CA 92121 Tel: 619-451-1111 www.craigwall.com</p>		<p>Mafar Construction 10000 1st Street, Suite 100 San Diego, CA 92121 Tel: 619-451-1111 www.mafar.com</p>		<p>Lawson Pridle, Inc. 10000 1st Street, Suite 100 San Diego, CA 92121 Tel: 619-451-1111 www.lawsonpridle.com</p>		<p>DATE: 01/12/12 A1.0</p>
<p>PLAN NAME: EXTERIOR ELEVATIONS</p>	<p>DATE: 01/12/12</p>	<p>SCALE: 1/4" = 1'-0"</p>	<p>SCALE: 1/4" = 1'-0"</p>	<p>SCALE: 1/4" = 1'-0"</p>	<p>SCALE: 1/4" = 1'-0"</p>	<p>SCALE: 1/4" = 1'-0"</p>

EXTERIOR ELEVATIONS



**NOTES:**

1. ALL MATERIALS SHALL BE INSTALLED AND FINISHED AS SHOWN.
2. MATERIALS TO BE MATCHED TO EXISTING ADJACENT MATERIALS AND FINISHES TO PROVIDE A UNIFORM APPEARANCE. MATERIALS TO BE MATCHED TO EXISTING ADJACENT MATERIALS IS REQUIRED. NOTES: 1. EXISTING MATERIALS TO BE MATCHED TO EXISTING ADJACENT MATERIALS IS REQUIRED.
3. ALL SIDING SHALL BE INSTALLED AS SHOWN ON THE REAR AND FRONT ELEVATIONS. MATERIALS TO BE MATCHED TO EXISTING ADJACENT MATERIALS IS REQUIRED. NOTES: 1. EXISTING MATERIALS TO BE MATCHED TO EXISTING ADJACENT MATERIALS IS REQUIRED.
4. A CORNER SHIMMER PANEL SHOULD BE USED ON THE 4" OF THE CORNER OF THE PORCH.



© CRW DESIGN



# ZONE CHANGE AND PRELIMINARY PLAT

## REPORT TO THE CITY COUNCIL MUHLESTEIN ZONE CHANGE AND PRELIMINARY PLAT

**Agenda Date:** June 18, 2013.

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

**Reviewed By:** The Development Review Committee, Planning Commission.

**Request:** The applicant has proposed to change the zoning on a parcel from Rural Residential to R-1-12 to allow for a 16-lot subdivision.

**Zoning:** Rural Residential existing, R-1-12 requested.

**General Plan:** Low Density Residential.

**Project Size:** 6.55 acres.

**Number of lots:** 16.

**Location:** Approximately 1300 South Mill Road.

### Background Discussion

This proposal is fairly straightforward. The applicant is proposing to have the zoning changed from Rural Residential to R-1-12 and to then have a standard subdivision approved on the subject property.

The General Plan designation for the subject property is Low Density Residential which allows for development at densities of up to three units per acre. The R-1-12 zone is consistent with the Low Density Residential General Plan designation.

The proposed subdivision conforms to the City's requirements for developments in the R-1-12 zone. An existing home would remain and two parcels would be created to provide space for the development's storm drain facilities.

One concern relative to the proposed development is the condition of Mill Road. In the past, there has been discussion about the road and its ability to carry the additional traffic that would come with proposed developments. Most recently, this discussion has centered on the American Leadership Academy's plans to construct an access onto Mill Road. Staff currently understands that work on improvements to Mill Road has commenced so as to expand the road's ability to safely accommodate the additional traffic anticipated with the ALA connection. Staff believes these upgrades are sufficient to accommodate the additional traffic expected with this development.

Staff understands that the applicant held a meeting with the neighbors on May 30 and anticipates having notes from that meeting available before the Commission meeting.

### Development Review Committee

The Development Review Committee reviewed this request in their May 29, 2013 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

Applicant: Dean Ingram  
General Plan: Low Density Residential



Zoning: Rural Residential existing, R-1-12 proposed  
Location: 1300 South Mill Road

Mr. Anderson explained that the applicant would like to zone the property R-1-12. The City's General Plan allows up to 3 units to the acre. He expressed that he did not have any problem, from a land use perspective, with an R-1-12 zone. He said that the neighbors in the area would probably disagree. The zoning is consistent with the General Plan. Mr. Anderson asked what would happen with the retention basins long term.

Mr. Pierce explained that the retention basins are meant to be used temporarily until an outfall, to a regional facility, is available.

Mr. Johnson explained that if the basin in the Old Mill project could be made bigger and this project could connect to it; that it would be better.

Discussion was held regarding the current home. The plan is that it will remain. The out buildings will be demolished.

Mr. Pierce explained that the pressurized irrigation, to the north, would need to be connected.

Mr. Anderson explained that this proposal was coming to the DRC early in an attempt to make the June Planning Commission meeting.

Discussion was held regarding Mill Road and the changes to Mill Road that were discussed with the approval of the addition to the American Leadership Academy.

Mr. Peterson explained that a 600 amp loop was planned for Mill Road and that there would be some off-site costs in order to tie into it.

Mr. Baker **moved** to recommend **approval** of the Muhlestein Preliminary Plat with the Zone Change request of R-1-12 with the following finding:

#### Finding

1. That the project does conform to the General Plan's density range.

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

Discussion was held regarding the current construction on Mill Road.

#### Planning Commission

The Planning Commission reviewed this request on June 5, 2013 and recommended that it be approved. Draft minutes from that meeting read as follows:

#### Muhlestein Zone Map Amendment and Preliminary Plat

Applicant: Dean Ingram

General Plan: Low Density Residential

Zoning: Rural Residential existing, R-1-12 requested

Location: 1300 South Mill Road

Mr. Anderson explained that there were two parts to this proposal. First, the Zone Map Amendment. The City's General Plan designates low density residential on both sides of Mill Road. Low density is one to three units to the acre. The R-1-12 would typically allow the developer 2.5 units to the acre. This proposal is within the density range for the proposed zoning. City staff recommends that the Zone Change be approved. If the City Council decides to approve the proposed Zone Change then the proposed Preliminary Plat would meet the zoning criteria for the R-1-12 zone and the applicant is entitled to the approval of the plat. Mr. Anderson further explained that the Commission had a variety of options with regard to the proposal. They could take action on the Zone Map Amendment and Preliminary Plat together or they could continue one of the two and act on the other. He then told the Commissioners that there were concerns as to whether or not Mill Road could handle more traffic. City staff has hired a traffic engineer to study Mill Road. The American Leadership Academy is doing some work to mitigate some safety issues on Mill Road. Where Mill Road is the most narrow, it is being widened. The City is in the process of overlaying Mill Road which will somewhat widen the road but not to the anticipated build out width. With the overlay of the road, City staff feels it will be safe and will be able to accommodate traffic generated by the proposed lots.

Chairman Gonzales said that with the connection of 1100 South to Mill Road that it will increase the capacity. Mr. Anderson said that with the overlay of the road that the traffic engineers have said that the road is suitable for traffic.

Commissioner Swenson asked about the connection to 1210 South through Old Mill Estates. Mr. Anderson said that he did not recall what the

trigger would be for that connection to be constructed.

Mr. Anderson explained that the General Plan had changed from the time when the Old Mill Estates Subdivision was approved. The current General Plan has the density range of 1 to 3 units per acre. The R-1-12 zoning is appropriate within the low density range. So is the R-1-15 zone. This is a situation where the Commission is looking at a Zone Change and that they have the most deference. He said that City staff had reviewed the zone request and feel that the zoning is appropriate; therefore, they see no reason not to approve a Preliminary Plat that meets the City's standards. The City received, today, an updated subdivision design for the project. There is one change relative to the retention basin. It is his understanding that retention basins are planned to be temporary until there is a regional facility in place.

Chairman Gonzales asked the applicant, Dean Ingram, about the retention basins. Mr. Ingram explained that they would keep the retention basin and maintain it until the time when they could develop it as a lot.

Scott Peterson, from Atlas Engineering, explained where the retention basins would be and why.

Discussion was held regarding pressurized irrigation. The applicant will have to connect to the pressurized irrigation.

Chairman Gonzales asked if there was any feedback from the neighborhood meeting.

Mr. Ingram said that they had a good response and that all the feedback was positive. The only issue was the road alignment and how close two of the homes were to Mill Road.

Chairman Gonzales invited public comment.

Wayne Niederhauser. Mr. Niederhauser said that he was one of the developers for Old Mill Estates. He explained that in their next phase, going North, they would need to connect the road and utilities. He said that the purpose for his presence at the meeting was not to speak for or against the subdivision. He expressed that what was troubling to him was that they went through a pretty painful rezoning, five or seven years ago, to get the R-1-15 zoning. He said that should the proposed zone change be approved that it would put them in a predicament competitive wise and should the

proposal be approved with an R-1-12 Zone Change be approved then they will consider a Zone Change proposal to change Old Mill Estates from R-1-15 to R-1-12 as a fairness issue.

Discussion was held regarding lot size.

Cory Muhlestein expressed that, with the development of the proposed subdivision, that Mill Road would be widened. It would not fix the entire road but would fix a portion. He also said that there was some kind of an agreement where the road curves by the Haymore's, that the road will be widened and the blind spot will be gone.

Discussion was held regarding the alignment of Mill Road. Mr. Johnson explained that the City was working with a traffic engineer to come up with the best alignment for Mill Road.

Mr. Muhlestein expressed that he felt that what was happening along and around Mill Road was good for the City.

Bryan Redd

Mr. Redd expressed that he felt the proposal was not unreasonable and that he hoped the area would stay low density. He said that Quail Hollow and other subdivisions in the City only had one egress and ingress and that this proposal had two and a nice aesthetic look.

Discussion was held regarding what the Commission would be acting on relative to the proposal. Mr. Johnson expressed that he felt the Commission should define in their motion that the applicant will hook up to the pressurized irrigation, that they will work out the storm drain issues with the City's Engineering Department and the alignment of Mill road before the plat goes before the City Council.

Chairman Gonzales expressed that he felt the commission should make two separate motions and explained that he felt it was good to have diversity in a community with regard to zoning.

Commissioner Swenson **moved** to recommend **approval** of the Zone Map Amendment from Rural Residential to R-1-12. Chairman Gonzales **seconded** and the motion **passed** all in favor.

Commissioner Fallon **moved** to recommend **approval** of the Muhlestein Preliminary Plat based on the plat that was submitted on June 3, 2013 and subject to the following conditions:

## Conditions

1. That the road alignment is addressed with the City's Engineering Department staff.
2. That the retention basin and the question of ownership be addressed before the project is presented to the City Council.
3. That the applicant connects to the pressurized irrigation system.

Commissioner Swenson **seconded** and the motion **passed** all in favor.

## Budgetary Impact

No budgetary impact is anticipated with this proposal.

## Recommendation

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



# MUHLESTEIN SUBDIVISION

A RESIDENTIAL SUBDIVISION  
SPANISH FORK, UTAH  
PRELIMINARY PLAN SET

## -SHEET INDEX-

SHEET	SHEET NAME
1	COVER
2	OVERALL BOUNDARY
3	OVERALL SITE PLAN
4	EXISTING TOPOGRAPHY
5	DETAILS
SS-01	OFFSITE SEWER



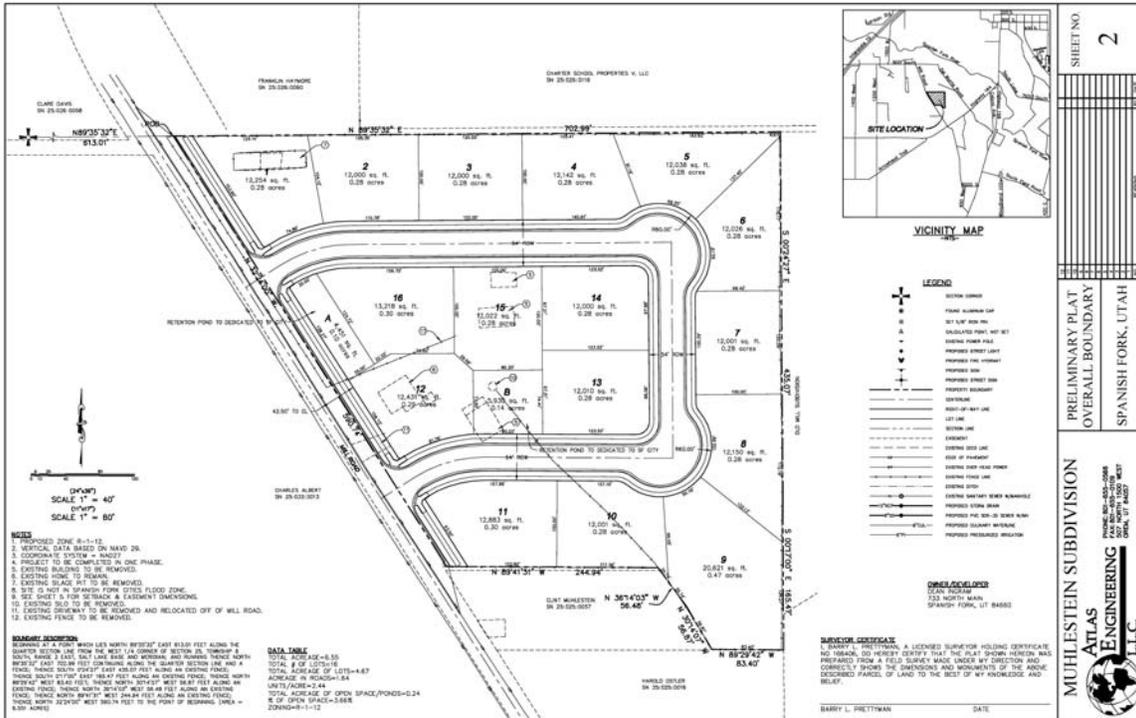
VICINITY MAP

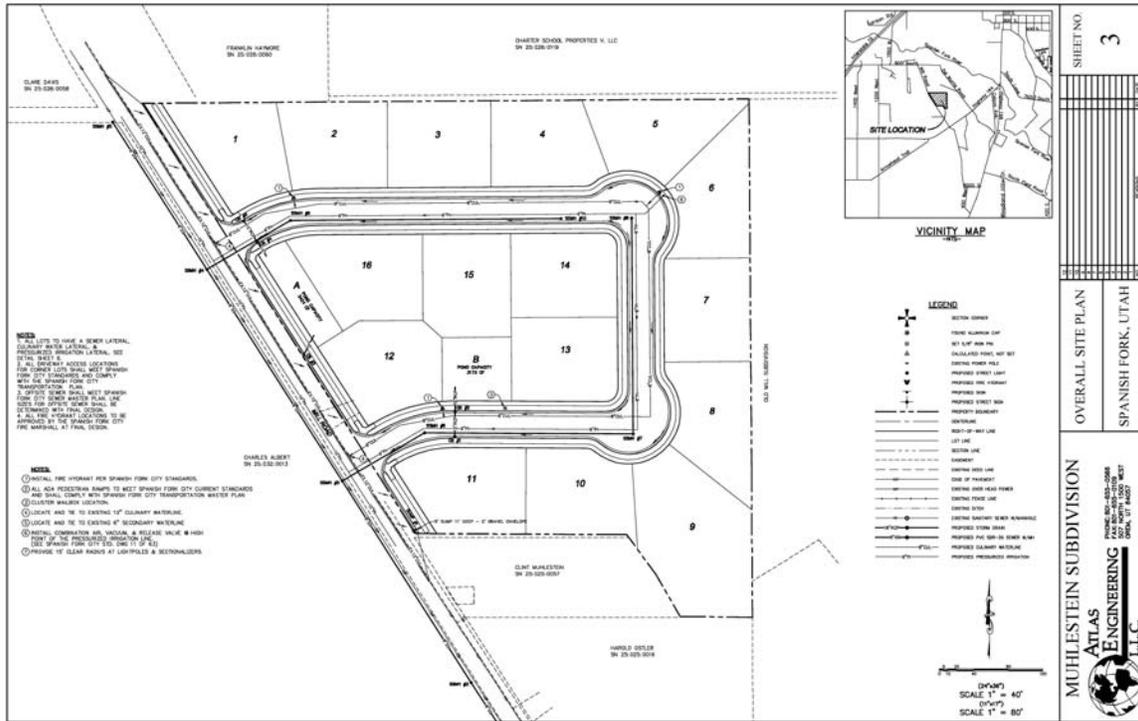
## MUHLESTEIN SUBDIVISION



PHONE: 801-455-0266  
FAX: 801-455-0268  
202 NORTH 1600 WEST  
ORLAND, UT 84057

1:000 PLS-026 Subdivision Submittal/Case/Permit/Map/CD - MUEHLESTEIN - 3/13/2013 10:21:28 PM MPT





SHEET NO  
**3**

---

OVERALL SITE PLAN

SPANISH FORK, UTAH

---

MUHLESTEIN SUBDIVISION

ATLAS

ENGINEERING

L.L.C.



SHEET NO  
**4**

---

EXISTING TOPOGRAPHY

SPANISH FORK, UTAH

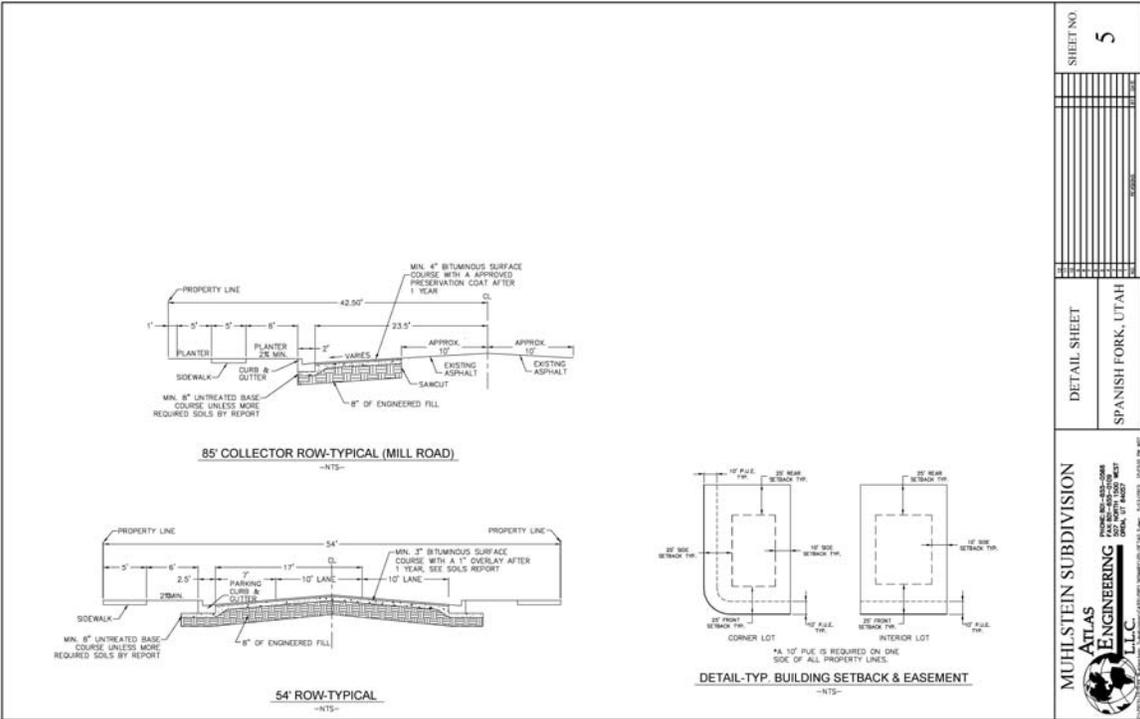
---

MUHLESTEIN SUBDIVISION

ATLAS

ENGINEERING

L.L.C.



SHEET NO	
5	
DETAIL SHEET	
SPANISH FORK, UTAH	
MUHLSTEIN SUBDIVISION ATLAS ENGINEERING L.L.C.	



## ***REDEVELOPMENT AGENCY MEETING***

PUBLIC NOTICE is hereby given that the Redevelopment Agency of Spanish Fork, Utah, will hold a public meeting in the City Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on June 18, 2013**.

### **AGENDA ITEMS:**

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

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

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

- a. \*Minutes of Redevelopment Agency Meeting – [June 4, 2013](#)

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

- a. Adopt FY 2014 Budget

### **ADJOURN:**

\* Supporting documentation is available on the City's website [www.spanishfork.org](http://www.spanishfork.org)

Notice is hereby given that:

- In the event of an absence of a quorum, agenda items will be continued to the next regularly scheduled meeting.
- By motion of the Spanish Fork City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed executive meeting for any of the purposes identified in that Chapter.

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

**Tentative Minutes  
Redevelopment Agency Meeting  
June 4, 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; Seth Perrins, Assistant City Manager; Dave Anderson; Community Development Director; Chris Thompson, Public Works Director; Karen Bradford, Assistant Parks & Recreation Director; Kent Clark City Recorder/Finance Director; Steve Adams, Public Safety Director; Angie Warner, Deputy Recorder; Pam Jackson, Library Director; Bill Bushman, Building & Grounds Maintenance Supervisor; Janice Ottesen, Ball Park Concessions Manager.

Citizens Present: Richard A. Evans, Matt Barber, Cary Hanks, Brad Tanner, Ray Dawson, Steve Maddox, Brandon Watson, Steve Solen, Josh Terry, Dezeray Bethers.

**ADJOURN TO REDEVELOPMENT AGENCY:**

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

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

**CONSENT ITEMS**

- a. Minutes of Spanish Fork City Redevelopment Agency Meeting – May 21, 2013

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

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

**PUBLIC HEARING**

**FY 2014 RDA Budget**

Kent Clark presented the FY 2014 RDA Budget with the transfer from the City to the RDA by contract for the north park CDA and the agreement with Costco on the sales tax.

Councilman Davis made a **motion** to move into public hearing.

Councilman Leifson **seconded** and the motion **passed** all in favor at 7:43pm.

Mr. Clark also noted the capture of the property tax from the windmill property.

Mayor Andersen welcomed public comment.

There was none.

Councilman Gordon made a motion to move out of public hearing.

Councilman Scoubes seconded and the motion passed all in favor at 7:46pm.

Resolution #13-01 was not addressed.

**ADJOURN BACK TO CITY COUNCIL**

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

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

ADOPTED:

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