



CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on July 16, 2013**.

AGENDA ITEMS:

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

- a. Pledge, led by invitation
- b. Fiesta Days Rodeo Royalty
- c. Salem City Royalty

2. PUBLIC COMMENTS:

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

3. COUNCIL COMMENTS:

4. **SPANISH FORK 101:** Fiesta Days Events – Dale Robinson
Paper Shred & Medication Disposal Event – Chief Steve Adams

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 – July 2, 2013
- b. * Cooperative Agreement with UDOT for Engine Brake Restrictions on US 6
- c. * UDAK Properties LLC Right of Way Purchase Agreement
- d. * South East Irrigation Company Agreement for the delivery of Strawberry Valley Project Water
- e. * 2013 High Density Mineral Bond Street Seal Coat Change Order #1
- f. * 1850 North Sewer Siphon 2013 Bid Award

6. PUBLIC HEARING:

- a. * Proposed Amendments to Title 15

7. NEW BUSINESS:

- a. * Ordinance #10-13 Amending Bid and Change Order Requirements of the Purchasing Policy
- b. * Muhlestein Subdivision Approval Request

8. CLOSED SESSION:

The Spanish Fork City Council may temporarily recess the regular meeting and convene in a closed session to discuss pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205

ADJOURN:

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

Notice is hereby given that:

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

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

Tentative Minutes
Spanish Fork City Council Meeting
July 2, 2013

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

Staff Present: David Oyler, City Manager; Junior Baker, City Attorney; Dave Anderson; Community Development Director; Jered Johnson, Engineering Division Manager; Kent Clark City Recorder/Finance Director; Steve Adams, Public Safety Director; Angie Warner, Deputy Recorder.

Citizens Present: Carla Tuckett, Randy Tuckett, Donna Stevens, Joe Tuckett, Cheri Tuckett, Larina Quipe, Brandi Adams, Karen Muhlestein, Austen Smith, Paulette Patten, Makayla Smith, Luke Foulger, Spencer Foulger, Daniel Jackman, Jared Nesbit, Baylie Nusink, Becca Bair, Tammirra Mathison, Bob McConnell, Becky McConnell, John Mendenhall, Cary Hanks, Brad Tanner, Jose L. Quintana, Barbara Quintana, Bart Chidester, Julie Chidester, Ashely Chidester, Jordan Hales, Karen Hales, Sharon Hales, LeGrand Adams, Brad Bushman, Anthony Carter, Chelsea Smith, Brenda Quintana.

CALL TO ORDER, PLEDGE, RECOGNITION:

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

Brenda Quintana led in the pledge of allegiance.

Councilman Davis welcomed everyone to start the Fiesta Days celebration. Councilman Davis turned the time over to the Fiesta Days Chairs, Randy and Carla Tuckett.

Mr. Tuckett introduced the Fiesta Days executive committee and thanked staff and volunteers for their time in organizing Fiesta Days.

City staff and Fiesta Days chairs announced events that will be happening.

Mr. Tuckett introduced Donna Christensen Stevens as the 2013 Fiesta Days Grand Marshal.

Ms. Stevens thanked everyone.

Swearing in of Youth City Council

Councilman Gordon had the Youth City Council introduced themselves and their position.

Brenda Quintana, Mayor; Ashley Chidester, Planning Commissioner; Anthony Carter, Public Relations; Chelsea Smith, Mayor Pro Tem; Rebecca Bair, Treasurer; Anna Mathison, Secretary; Hailey Nusink, Service Chairman.

Mayor Andersen swore in the Youth City Council.

Councilman Gordon thanked the advisors Brandi Adams and Karen Muhlestein.

Employee of the 4th Quarter 2012

49 Mayor Andersen congratulated Jordan Hales for the employee of the quarter.

50
51 Kent Clark spoke of the great job that Mr. Hales has done for the City.

52
53 **PUBLIC COMMENTS:**

54 **Agenda Request – LeGrand Adams**

55 LeGrand Adams said he has lived on Powerhouse Road his whole life and would like to build
56 another home on his father's property. Mr. Adams filed a preliminary zone request with the
57 county and received a conditional approval that he would have to acquire a water commitment
58 from Spanish Fork City. His property is across the street from the Spanish Oaks road. He spoke
59 to the engineering office about annexing into the city and they said that it would be next to
60 impossible. Mr. Adams is proposing a service agreement for water with the city and willing to
61 pay the full expenses.

62
63 Jered Johnson said that city policy for water connection outside of the city boundary is for
64 existing homes in emergencies such as a well going bad. This is a new build which is not under
65 city policy, the other option is annexing into the city.

66
67 Mr. Adams said that they drilled for a new well and could not find water.

68
69 Councilman Davis asked what it would take to annex.

70
71 Dave Oyler said some of the neighbors would have to annex as well, as islands cannot be
72 created.

73
74 Mayor Andersen asked a time frame for an annexation.

75
76 Junior Baker said about 3-4 months.

77
78 Mayor Andersen said that the best route would be to talk to the surrounding neighbors and try to
79 get support to propose to annex into the city together.

80
81 Dave Oyler said another issue is breaches in canals. Who is liable?

82
83 Mr. Adams responded saying the canal above the property where he would like to build is already
84 encased with cement. The current canal system, adjacent to his property is working and has had
85 no issues.

86
87 Councilman Davis asked John Mendenhall to speak about the canals, because if the City allows
88 building downstream of canals and the canal breaches, then the City is liable.

89
90 John Mendenhall said the highline canal was constructed in the early 1900's. There is talk about
91 enclosing the highline canal but at this time there is not a concern. If the canal was to breach or
92 fail it will be very dangerous for anyone downstream from it.

93
94 Mr. Adams asked again if a service agreement could be done.

95
96 Mayor Andersen suggested again having Mr. Adams try to get the neighbors to annex with him.

97

98 **Agenda Request – William Denison – not present**

99

100 John Mendenhall, a Spanish Fork resident, thanked the streets department for plowing his road 6
101 months ago. Mr. Mendenhall reviewed some incidents from the past couple of weeks: An
102 irrigation pipe in Powerhouse Road failed and created a sink hole, the City crews were on the job
103 fast and had it done that night. Then, there were two water leaks near the condos next to the
104 golf course, water was bubbling out of the road. Also, there have been some fire incidents in his
105 neighborhood and Mr. Mendenhall complimented the City staff and volunteers for their fast and
106 great work in getting the issues resolved.

107

108 Cary Hanks, director of the Spanish Fork Salem Area Chamber of Commerce, invited the public
109 to the sidewalk sales during Fiesta Days the 19th-24th of July.

110

111 **COUNCIL COMMENTS:**

112 Councilman Davis thanked the Fiesta Days chairs and volunteers for all they have done.

113

114 Councilman Leifson attended the American Public Power Association Convention and they are
115 very concerned with what is happening with coal. The problem is that the coal resource is being
116 eliminated before there is something to replace it. Councilman Leifson said, that while putting up
117 the rodeo posters along Main Street, he was reminded of some great businesses.

118

119 Councilman Dart said the City has received a grant for \$20,000 from Utah County to construct a
120 mountain bike trail up by the reservoir.

121

122 **SPANISH FORK 101:** Chief Steve Adams – Fireworks Restrictions

123 Chief Steve Adams reviewed the fireworks restrictions: July 1-7 until 11:00 except on the actual
124 holiday until 12:00am and July 21-27 until 11:00 except for the actual holiday until 12:00am.

125 There is a link on the city website of the map for fireworks restrictions and areas.

126

127 **CONSENT ITEMS:**

128

a. Minutes of Spanish Fork City Council Meeting – June 18, 2013

129

b. Agreement with East Bench Irrigation Company for the Powerhouse Road Diversion

130

c. Professional Services Agreement, Atlas Engineering

131

d. Grade Crossing Improvement Agreement, Plaza Center Dr 2300 North

132

e. Easement Purchase Agreement with Gary Ellis for the 1850 North Waste Water Sewer
Siphon

133

f. Mountainland Association of Government FY 2013-2014 Contract for Aging Services

134

g. Justice Center and SFCN Janitorial Service Agreements, RBM Building Services

135

h. Utah County Municipal Recreation Grant Agreement

136

137

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

139

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

140

141 **NEW BUSINESS:**

142

Approval of the 2013 Election Poll Workers

143

Kent Clark said that the City asks for assistance to help on Election Day. Each polling location
144 will have 3 poll workers and 3 counting poll workers. Staff recommends approval of the list of

145 poll workers for the 2013 elections.

146

147 Councilman Davis made a **Motion** to **approve** the 2013 Election Judges list.

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

149

150 **ADJOURN:**

151 Councilman Dart made a **Motion** to **adjourn** to Closed Session to discuss real estate issues.

152 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:25 p.m.

153

154 ADOPTED:

155

156

Angie Warner, Deputy Recorder

DRAFT



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: June 28, 2013
Re: UDOT Cooperative Agreement for Engine Brake Restriction on US 6

Staff Report

We have received a request from the Western Inn to restrict engine brakes on US 6 to decrease the noise level along that corridor. This request is typical in cities with similar uses so the city council established an ordinance making this restriction.

In order to properly sign for the restriction UDOT requires an interlocal agreement to compensate them for the work to put up the signs as well as agree to have the work done. We recommend that the city council approve the attached agreement to do this.

Attached: agreement



COOPERATIVE AGREEMENT

This Cooperative Agreement, made and entered into this _____ day of _____, 20____, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, herein referred to as "**UDOT**" or the "**DEPARTMENT**", and the **SPANISH FORK CITY**, herein referred to as "**CITY**", a municipal corporation in the State of Utah,

WITNESSETH:

WHEREAS, the **CITY** has requested and been approved for the installation of two engine brake restriction signs on US-6 within the **CITY** limits. The locations of these signs on US-6 are approximately Mile Post 173.40 (between I-15 and Chappel Drive) and Mile Post 174.10 (500 feet east of 800 North), and

WHEREAS, **CITY** ordinance 08-13 prohibits the use of compression engine brakes within **CITY** limits except to avoid imminent danger, and

WHEREAS, the **CITY** has committed to enforce the code through the **CITY** police department;

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

PART A -- Initial Installation:

1. Acquisition and installation of the signs will be done by **UDOT**. The **CITY** shall reimburse the **DEPARTMENT** for all design, materials, equipment, and labor expenditures associated with the installation of the signs up to a maximum of \$1,000.00 per sign. This will be done upon presentation of invoice for said work.

PART B -- Ongoing Maintenance:

1. The **CITY** may request replacement sign(s) through the **UDOT** Region Three office. The **DEPARTMENT** may also decide if any of the signs should be replaced. In either case, the **DEPARTMENT** will acquire the new sign(s) and replace them. According to UDOT Policy 06C-24 (effective February 9, 2006), the **CITY** shall reimburse **UDOT** for all design, materials, equipment, and labor expenditures associated with maintenance of the signs. This will be done upon presentation of invoice for said work. This applies only under conditions of normal weathering, vandalism, or untraceable damage due to traffic crash.

2. Maintenance or repair costs due to traceable damage, such as a traffic crash, shall be billed by **UDOT** directly to the responsible party or parties.

3. If the **CITY** decides the engine brake restriction is no longer necessary, it shall notify the **UDOT** Region Three office. The **DEPARTMENT** will rescind the restriction and remove the signs and associated material at no cost to the **CITY**.

**Engine Brake Restriction on US-6
Spanish Fork City
Federal ID No. 876000284**

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

SPANISH FORK CITY

a Municipal Corporation of the State of Utah

By _____

By _____

Title _____

Title _____

Date _____

Date _____

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By _____
Utilities/Railroads Coordinator

By _____
Region Director

Date _____

Date _____

APPROVED AS TO FORM:

COMPTROLLER OFFICE

This From Agreement has been previously approved as to form by the office of Legal Counsel for the Utah Department of Transportation.

By _____
Contract Administrator

Date _____



Memo

To: Mayor and City Council
From: Chris Thompson P.E., Public Works Director/City Engineer
Date: July 12, 2013
Re: Canyon Creek Parkway Real Estate Purchase Agreement with UDAK Properties LLC for the Right of Way on Chappel Drive from US 6 to Kirby Lane

Staff Report

The Utah Department of Transportation (UDOT) is about to construct a right turn lane on US 6 westbound at Chappel Drive. We have worked with UDOT and the owner of the property where Burger King is to coordinate this work to allow for widening of Chappel Drive as well. The widening will increase Chappel Drive to 6 lanes southwest bound at US 6. This section of road going northeast will eventually be renamed Canyon Creek Parkway.

We recommend that the city council approve this agreement with UDAK Properties LLC to purchase the necessary right of way at appraised value to widen Chappel Drive to 6 lanes.

Attached: agreement



**CANYON CREEK PARKWAY
REAL ESTATE PURCHASE AGREEMENT**

This agreement is entered between UDAK PROPERTIES, L.L.C. (Owner) and SPANISH FORK CITY (City) for the purpose of widening Chappel Drive.

WHEREAS, Owner is the owner of real property in Spanish Fork, Utah, Parcel Serial# 38:235:0007, Special Warranty Deed Ent:133205:2007 Recorded September 11, 2007; and

WHEREAS, City is desirous of obtaining property along Chappel Drive owned by Owner for the purpose of widening, improving and maintaining a public right of way;

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

1. The City will purchase the property along Chappel Drive described as follows:

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF US 6 LOCATED N01°17'53"W ALONG THE SECTION LINE 233.63 FEET AND WEST 2117.43 FEET FROM THE EAST QUARTER CORNER OF SECTION 18, TOWNSHIP 8 SOUTH , RANGE 3 EAST, SALT LAKE BASE AND MERIDAIN; THENCE N44°24'49"W 24.19 FEET; THENCE N45°35'11"E 150.00 FEET; THENCE S45°07'17"E 21.25 FEET; THENCE S44°36'03"W 3.64 FEET; THENCE ALONG THE ARC OF A 6.00 FOOT RADIUS TO THE LEFT 9.36 FEET (CHORD BEARS: S89°55'39"W 8.44 FEET); THENCE S45°15'15"W 63.00 FEET; THENCE ALONG THE ARC OF A 10.00 FOOT RADIUS TO THE LEFT 5.02 FEET (CHORD BEARS: S30°51'47"W 4.97 FEET); THENCE S16°28'19"W 6.69 FEET; THENCE ALONG THE ARC OF A 10.00 FOOT RADIUS TO THE RIGHT 5.03 FEET (CHORD BEARS: S30°53'18"W 4.98 FEET); THENCE S45°18'17"W 56.50 FEET; THENCE ALONG THE ARC OF A 8.00 FOOT RADIUS TO THE LEFT 6.26 FEET (CHORD BEARS: S22°54'11"W 6.10 FEET) TO THE NORTH RIGHT-OF-WAY LINE OF US 6 AND POINT OF BEGINNING.

CONTAINING: 2800 SQ. FT OR 0.064 ACRES

2. City agrees to pay Owner an amount based on the appraised value. Owner may select a qualified appraiser. City shall pay for the appraisal.
3. When the City improves public right-of-way granted herein, the contractor doing the installation shall be required to haul away and dispose of any debris which is removed during excavation.
4. City shall repair and restore all grass, flowers, shrubs, trees, fences, sprinkler systems, parking areas, walkways, asphalt, concrete and any other improvements located on the Owners property or adjacent property of Owner that may be damaged in the prosecution of any work by City, its agents, servants, employees, or contractors. City shall also restore the

surface condition to the same or substantially the same condition that it was in prior to such work by City. City will further leave the easement and adjacent property of Owner in a clean condition free of litter and debris.

5. City shall ensure that construction does not interrupt the drive through access on the business located on the property owned by Owner.
6. Owner agrees that upon signing of this agreement, City can start with the construction and improvements required to widen Chappel Drive.
7. The parties agree to use Wasatch Land and Title Insurance Company to provide a commitment for standard coverage title insurance in the amount of the purchase price. The policy shall insure that the City shall be the fee simple owner of good and marketable title free and clear of all liens and encumbrances and subject to the standard exceptions as shown on the title policy. Each party shall have three (3) days after receipt of the commitment of title insurance and all relevant documents to notify the other in writing of any objections to the title. If no objection is made, all items shall be deemed permitted. If any exceptions to title are made, the other party shall have until closing to cure such exception. If exceptions are unable to be cured, the party so excepting may choose to void this agreement or to proceed with the exceptions. If voided, all obligations of the parties shall cease and this agreement shall be void without further recourse to the parties hereto.
8. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superseded hereby. This agreement may only be amended by written agreement entered into between the parties.
9. The title to the property being conveyed shall be pursuant to a Warranty Deed and shall be vested in the name of Spanish Fork City.
10. City shall be responsible for all improvements and costs associated with this agreement and the widening of Chappel Drive along property owned by Owner.
11. The sum due shall be paid to Owner upon signing of the Warranty Deed.

DATED this _____ day of July, 2013

SPANISH FORK CITY By:

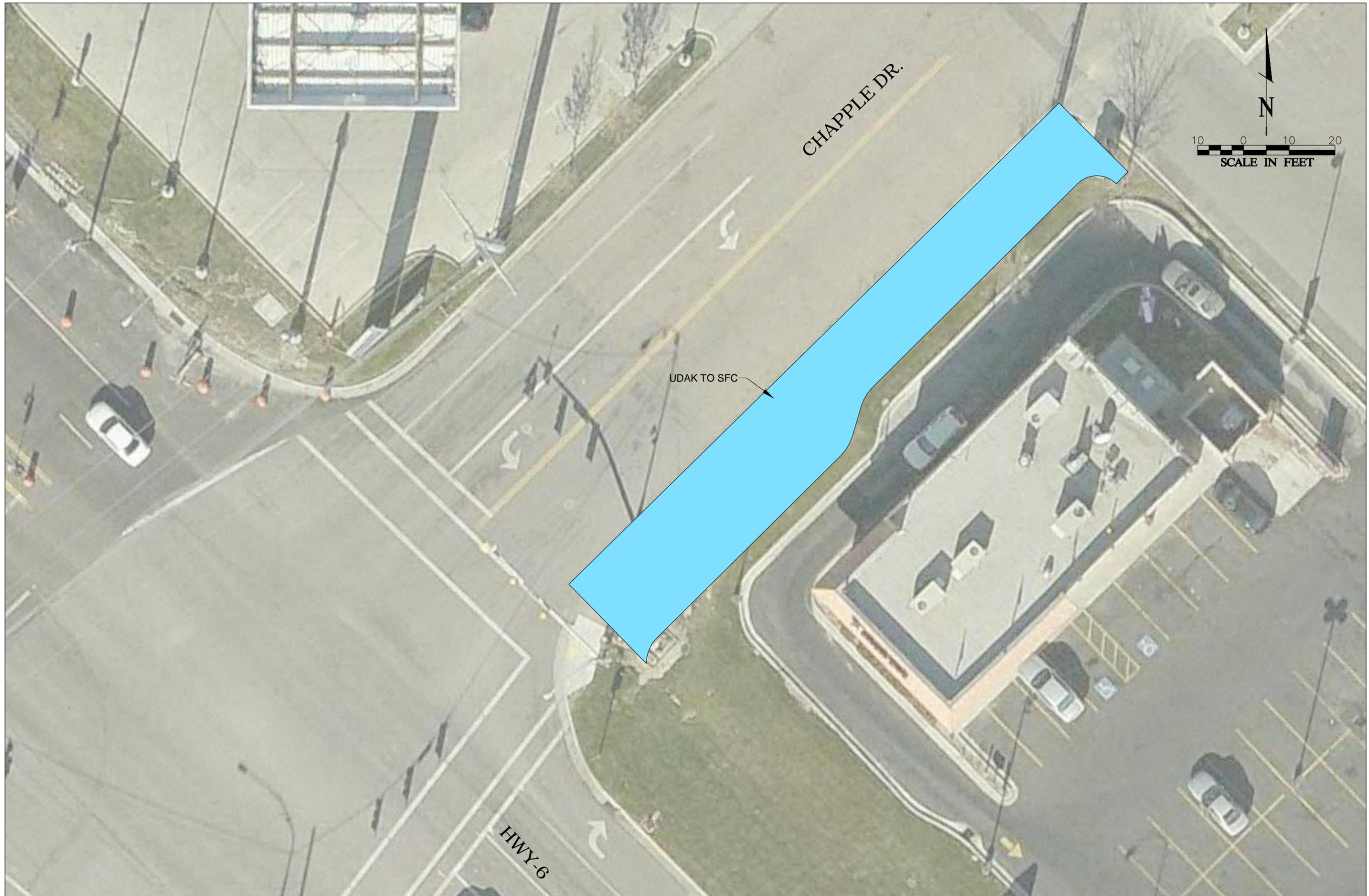
G. WAYNE ANDERSEN, Mayor

Attest:

Kent R. Clark, City Recorder

UDAK Properties, L.L.C. By:

CRAIG R GASSER, Manager



DRAWN: JLR		REVISION	BY	DATE
DESIGN: CJP				
CHECK: CMT				
DATE: 7/9/2013				
SCALE: 1"=20'				
DRAWING #: 1				

CHAPPLE DR. - HWY 6 IMPROVEMENTS 2013
EXHIBIT A

SPANISH FORK CITY
ENGINEERING & SURVEYING
40 SOUTH MAIN STREET
SPANISH FORK, UTAH 84660
(801) 864-4550

Spanish Fork
SURROUNDING FUTURE



CHAPPLE DR. - HWY 6 IMPROVEMENTS 2013
EXHIBIT B

DRAWN:	REVISION	BY	DATE
JLR			
CJP			
CMT			
7/9/2013			

SCALE: 1"=20'
DRAWING #: 1


SPANISH FORK CITY
 ENGINEERING & SURVEYING
 40 SOUTH MAIN STREET
 SPANISH FORK, UTAH 84660
 (801) 864-4550



Memo

To: Mayor and City Council
From: Chris Thompson P.E., Public Works Director/City Engineer
Date: July 10, 2013
Re: South East Irrigation Company Agreement for the Delivery of Strawberry Valley Project Water

Staff Report

This agreement is between South East Irrigation Company and Spanish Fork City to allow Spanish Fork City to deliver Strawberry Valley Project Water from the irrigation company through the city pressurized irrigation system. This will be done as water is dedicated to the city. Similar agreements are in place with the city and the other irrigation companies in this area. We recommend that the city council approve this agreement with South East Irrigation Company.

Attached: agreement



AGREEMENT BETWEEN
SPANISH FORK SOUTH EAST IRRIGATION COMPANY
AND SPANISH FORK CITY REGARDING
DELIVERY OF STRAWBERRY VALLEY PROJECT WATER

This Agreement is made effective this _____ day of _____, 2013 by and between:

Spanish Fork South East Irrigation Company, a Utah non-profit corporation. ("Canal Company"); and

Spanish Fork City, Utah, a municipal corporation of the State of Utah of 40 South Main, Spanish Fork, UT 84660 ("City").

The Canal Company, and City are referred to collectively in this agreement as the "Parties" and individually as a "party".

AGREEMENT PURPOSES

The Parties recite the following as their purpose for entering this Agreement:

A. The Strawberry Valley Project ("SVP") was authorized and constructed pursuant to the 1902 Reclamation Act. Under contracts with the United States of America, acting through the Department of Interior, Bureau of Reclamation ("Reclamation") and Reclamation law, the Strawberry Water Users Association (the "Association") is responsible for the care, operation, and maintenance of the SVP, excepting the Strawberry High Line Canal, and the Mapleton and Springville Lateral. The SVP provides approximately 70,000 acre-feet ("AF") of water annually to lands served with SVP water in the southern portion of Utah County. Approximately 61,000 AF of this SVP water is delivered from a Central Utah Project ("CUP") facility under an agreement among the Association, Central Utah Water Conservancy District, and the United States of America, acting through the Department of the Interior.

B. The Association delivers SVP water to nine different entities. This group includes seven mutual water companies that operate as nonprofit corporations and two irrigation districts that are political subdivisions of the State of Utah. These nine entities each have contracts with the United States that give them the right and responsibility to deliver SVP water to SVP water users through their respective canals. Canal Company is one of the nine entities.

C. Under contracts with the United States and pursuant to its articles of incorporation and bylaws, Canal Company is responsible for the care, operation, and maintenance of the Company's Canal, including delivery of SVP water through the said Canal.

D. In addition to SVP water, Canal Company delivers water diverted from the Spanish Fork River to its shareholders from water rights owned by the Canal Company.

E. The southern Utah County area generally and City specifically are facing challenges resulting from population growth. SVP water and Spanish Fork River water delivered by the Canal Company into the corporate boundaries of City will be critical to meeting the needs of a growing population.

F. Such growth also presents challenges to the Canal Company. At the same time as growth creates water demand within the City, the Canal Company has continuing obligations to supply both SVP water and Spanish Fork River water to agricultural water users. Changes in land use, commonly called "land development," create new challenges to Canal Company to deliver water.

G. The purpose of this Agreement is to create processes by which the Parties and the parties to the other similar agreements will coordinate water supplies to present and future City residents and to agricultural users in the SVP and Canal Company service area, and fulfill the respective roles of the Parties and other SVP water supply entities in meeting their obligations to supply SVP and Spanish Fork River water to the southern Utah County area.

AGREEMENT TERMS

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

1. STRAWBERRY WATER USERS AGREEMENT ANTICIPATED

The Parties acknowledge that the Parties anticipate creation of an arrangement whereby water represented by the Association shares that are, upon development: (a) designed for service of lands located within City and the Spanish Fork City Annexation Declaration Area, and (b) are appurtenant to such lands can be administered by City on behalf of the SVP shareholder, through City's secondary irrigation system. In order to facilitate the Canal Company's ability to deliver the water it is required to deliver and to maintain the water as appurtenant to the ground, Canal Company shall be entitled to vote the Association shares that are attached to private ground as evidenced by the water dedication agreement at Association meetings until the parties, with the assistance of the Coordination Committee identified in Section 2 hereof, agree otherwise. This shall not apply to water that is attached to city owned ground. The arrangement whereby the SVP water will be delivered by the Canal Company to lands within City may be the subject of an agreement or other arrangements with the Association that address appurtenancy and other questions relating to SVP water.

- 1.1 The Parties shall negotiate in good faith to modify this Agreement as necessary to accommodate the terms of such future agreement affecting management of the SVP water.
- 1.2 Until such time as such an agreement or other arrangements are made to deliver the SVP water, the SVP water delivered by the Canal Company (a) into the City secondary irrigation system, (b) for other use by City, or (c) as SVP water administered by City, shall be transported and delivered as provided in this Agreement, subject to the terms of this Agreement and that certain agreement entitled "Contract, Spanish Fork South East Irrigation Company, For Carriage of water through the Company's Canal to its Stockholders and Non-Stockholders" dated the 25th day of March, 1915. The reproduced text of the Contract is attached as Exhibit "A" to this Agreement.

2. IRRIGATION SYSTEMS COORDINATION COMMITTEE

City and Canal Company hereby create an Irrigation Systems Coordination Committee consisting of two persons to be appointed by each Party hereto and a fifth member to be appointed by the four members appointed by the Parties.

- 2.1 The members of the Committee shall serve at the pleasure of the entity that appoints the member. The Committee may adopt its own rules of procedure so long as the procedures are consistent with law, the Canal Company articles of incorporation and bylaws, and City ordinances.
- 2.2 The purpose of the Committee is to: (a) make recommendations to the Mayor and Council of City and to the Board of Directors of Canal Company regarding design of secondary irrigations systems, (b) provide plat review and comments to City on proposals for the land development or land uses changes that involve either delivery of water for secondary irrigation or have any impact on Canal Company facilities, (c) make recommendations concerning the design and construction of secondary irrigation systems within City and the Spanish Fork City Annexation Declaration Area, and (d) such other functions as may be referred to the Committee by either of the Parties. In its review of such matters and in making recommendations, the Committee shall apply the following criteria, along with such others as the Committee deems appropriate. The following criteria are intended to ensure appropriate delivery of SVP and Canal Company water into the City Secondary irrigation system:
 - 2.2.1 The Canal Company shall not be obligated to deliver water except in a manner consistent with Utah law, Canal Company articles of incorporation, by-laws, and written rules and procedures.

- 2.2.2 Each existing or proposed reach of the City secondary irrigation system must provide a means satisfactory to the Canal Company to deliver SVP and Canal Company water to the lands where the water was historically used. To the extent it may lawfully do so, City shall preserve all Canal Company easements and obtain new easements necessary for Canal Company to meet its water delivery obligations.
 - 2.2.3 The Canal Company, its officers and its shareholders must be held harmless from losses, costs, and expenses unique to the City secondary irrigation system or caused exclusively by the secondary system.
 - 2.2.4 The delivery of water should be consistent with the intent of the secondary irrigation master plan, which is in part to provide for the coordinated delivery of SVP and Canal Company water within City and the Canal Company service area.
- 2.3 The Coordination Committee will also recommend practices, policies, and procedures that will:
- 2.3.1 Provide effective and early notice to Canal Company regarding developments and annexations within City that may encroach on water delivery systems; and
 - 2.3.2 Require the equitable improvement and protection of Canal Company water delivery systems by developers to mitigate the impacts of encroachment and improve the delivery and utilization of SVP and Canal Company water. To the extent it may lawfully do so, City shall preserve all Canal Company easements and obtain new easements necessary for Canal Company to meet its water delivery obligations.
- 2.4 The Canal Company shall have no obligation to deliver SVP and Canal Company water into the City Secondary irrigation system except in a manner consistent with the secondary irrigation master plan, this Agreement, federal regulations and contracts for the delivery of Strawberry Valley Project water, and the Canal Company articles of incorporation and bylaws.
- 2.5 Any disputes between City and Canal Company regarding this Agreement or water delivery by Canal Company into the City secondary water system may at the request of either Party be referred to the Committee for its recommendation. No court action may be filed by either Party regarding the subject matter of this Agreement unless the dispute shall have first been referred to the Committee for its recommendation. The recommendation of the Committee shall not be binding on the Parties unless the Parties agree in writing,

whether before or after submission to the Committee recommendation shall be binding.

3. TRANSFER OF WATER SHARES FOR USE IN THE CITY SECONDARY IRRIGATION SYSTEM

City has adopted ordinances which require the transfer of the right to use water to City to meet the water demands created by each new land development. One intent of the ordinances and the secondary irrigation master plan is to set a framework for meeting the described criteria for approval of SVP and Canal Company water share transfers so that transfers can be made and the water from those shares can be delivered into the City secondary irrigation system in a timely, cost effective, and predictable manner.

3.1 Upon approval of this Agreement by the Parties, City will make all arrangements for delivery of irrigation water into the City secondary irrigation system, and assume all costs of delivery for said delivery.

3.2 Upon request from City made by delivering the form attached hereto as Exhibit "B", the Canal Company will act reasonably and timely to determine whether the transfer of any Canal Company shares can be properly made and City can thereby receive delivery of water from the shares upon transfer.

3.3 The Canal Company will not be obligated to approve such transfers if the forms are not complete or properly executed, or the share ownership is not consistent with Canal Company records, articles of incorporation, and bylaws. The Canal Company may, after good faith consultation with City, require the Developer (s)/Landowner (s) to:

3.3.1 Pay reasonable fees to cover estimated actual direct and indirect administrative costs of reviewing and approving the transfers;

3.3.2 Provide adequate proof of title; and

3.3.3 Defend and indemnify City and the Canal Company from losses and claims resulting from Canal Company acceptance of or compliance with such transfers.

3.3.4 If there is a time during which there is SVP and Canal Company water surplus to the demand made by the water users in the City secondary irrigation system, City may, upon prior arrangement with the Canal Company, supply such excess water at a nominal fee to the Canal Company so that the Canal Company may lease the use of such water to other water users for use on lands under the Canal Company system. The intent of this arrangement is to assure and allow full beneficial use of SVP and Canal Company water, while assuring proper

compensation to City for costs. The Canal Company shall require, unless otherwise agreed by City, that any person leasing such water shall pay an amount sufficient to pay all assessments and other costs so as to hold City and the Canal Company harmless from costs associated with supplying that water.

4. ASSESSMENTS, COST OF DELIVERY

4.1 The Canal Company will assess City an equitable assessment, based upon the cost of service and necessary reserves and actual costs associated and specific to the water identified in its agreement. In the event that water and water delivery specific to this agreement causes increased financial burden to the Canal Company over and above the current assessments due to urban encroachment, operation and delivery, a separate rate structure will apply. If necessary, the Canal Company shall submit a delivery cost analysis in the event of disputed assessments with the City, which shall be prepared by an independent firm capable of such analysis.

4.2 The Canal Company may also charge City such other necessary and reasonable additional costs as may be necessary to deliver SVP and Canal Company water into the secondary irrigation system. Any dispute whether costs charged are reasonable and necessary shall upon request from either party be referred to the Committee.

5. DELIVERY POINTS, CONTRACTS

City may request delivery points where it intends to receive delivery into its secondary water system of SVP and Canal Company water.

5.1 Upon receipt of such requests, Canal Company will approve delivery points that are, in its reasonable discretion:

5.1.1 Consistent with

A. Utah law, SVP and Canal Company water rights, articles of incorporation and by-laws, and written rules and procedures; and

B. Canal Company contracts with the United States;

5.1.2 Provide a reasonably adequate means of serving Canal Company shareholders without damage to them; and

5.1.3 Do not impose any unmitigated additional cost, loss of water, obligation, or burdens on Canal Company or other canal companies that have contracts for the delivery of SVP water, or other Canal Company shareholders.

5.1.4 Are the subject of appropriate change applications, meet the requirements of this and other agreements between City and Canal Company.

5.2 City acknowledges that:

5.2.1 It may be required to enter into separate contracts with Canal Company or other local companies that have contracts for the delivery of SVP water; and

5.2.2 Such contracts may, at the reasonable discretion of the Canal Company, require that City:

A. Pay separate operation and maintenance charges and satisfy Canal Company encroachment permit or license agreement requirements, and

B. Such requirements are intended to preserve, protect, and enhance the continued agricultural uses of SVP and Canal Company water by shareholders who choose to preserve agricultural lands as part of the local economy, as well as other shareholders.

6. ASSIGNMENT LIMITED - SUCCESSORS AND ASSIGNS OBLIGATED

The provisions of this Agreement shall apply to and bind the successors and assigns of the Parties, but no assignment or transfer of this Agreement or any right or interest therein shall be valid until approved in writing by all Parties.

7. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

8. ENTIRE AGREEMENT

This Agreement and the documents incorporated into it by reference shall constitute the entire agreement among the Parties concerning the delivery of SVP water on SVP lands within City. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. This Agreement cannot be amended, altered, or modified in any manner except by a written amendment signed by each of the Parties.

9. NO WAIVER

No failure by City or Canal Company to insist upon the strict performance of any covenant, duty or term and condition of this Agreement, or to exercise any rights or remedies following a breach thereof shall constitute waiver of any such breach. Either Party may, by notice delivered to the other party, waive any of its rights or any conditions to its obligations hereunder, or any covenant or duty of the other Party, but shall be under no obligation to do so. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, duty and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

10. ATTORNEY'S FEES

If it becomes necessary to enforce this Agreement, whether by litigation or other lawful dispute resolution process, each party in default shall be required to pay to the party not in default, in addition to all the sums that either party shall be called upon to pay, a reasonable attorneys fee and other costs of enforcement.

11. RIGHTS AND REMEDIES

The rights and remedies of the Parties hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. The Parties confirm that damages at law may be an inadequate remedy for breach or threatened breach of any provision hereof and that the respective rights and obligations of each party hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law by statute or otherwise of the parties hereto aggrieved as against another party for a breach or threatened breach of any provision hereof.

12. PARAGRAPH HEADINGS

The titles of the paragraphs of this Agreement are solely for convenience and shall not be construed to explain, modify, simplify, or aid in the interpretation of the provisions of the Agreement.

SPANISH FORK CITY:

By: G. Wayne Andersen, Mayor

Attest:

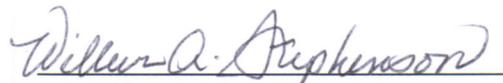
By: Kent R. Clark, City Recorder

SPANISH FORK SOUTH EAST IRRIGATION CO.



By: Wayne Peterson, President

Attest:



By: Wilbur Stephenson, Secretary



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: July 11, 2013
Re: 2013 High Density Mineral Bond Street Seal Coat Change Order 1

Staff Report

We have some parking lot seal coat work that needs to be postponed until next year. This work was already bid out so we have prepared a change order to complete a few additional streets in town. As we did this we realized that we were close to completing all the seal coats in town and felt like it would be most efficient to complete that work this year since we had the budget to do so. This will allow our crews to focus only on overlays for the next couple years.

We recommend that the city council approve this change order with Holbrook Asphalt for the amount of \$68,208.53.

Attached: change order



Spanish Fork City

Contract Change Order

Change Order Number: 1

Contract for	High Density Mineral Bond Seal 2013	Date	7/16/2013
Owner	Spanish Fork City		
To	Holbrook Asphalt		

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

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
Add 433,070 sq ft of HA5 to 9 different streets @ \$0.1575 per sq ft (See Attachments)		\$68,208.53
TOTALS :	\$-	\$68,208.53
NET CHANGE IN CONTRACT PRICE :		\$68,208.53

JUSTIFICATION

This is to finish up the HA5 seals this year so the crews can concentrate on overlays next year

The amount of the contract will be increased by the sum of : Sixty Eight Thousand Two Hundred Eight and 53/100 Dollars
Dollars \$68,208.53

The contract total including this and previous change orders will be : Two Hundred Thirty Nine Thousand Five Hundred Four
and 43/100 Dollars Dollars \$239,504.43

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

Recommended: _____
Engineering Division Manager

Date: _____

Approved: _____
Public Works Director

Date: _____

Approved: _____
Mayor

Date: _____

Accepted: _____
Contractor

Date: _____

Spanish Fork City

HA5 Total Square Footage

Type	Sq Ft
700 E	101,712
200 N	55,899
700 N	17,108
100 N	16,433
600 E	105,673
1650 E	8,356
900 E and 850 S	65,122
900 E Culd. and 1025 S	38,133
1000 E and 980 E	24,634
Total	433,070

Spanish Fork City

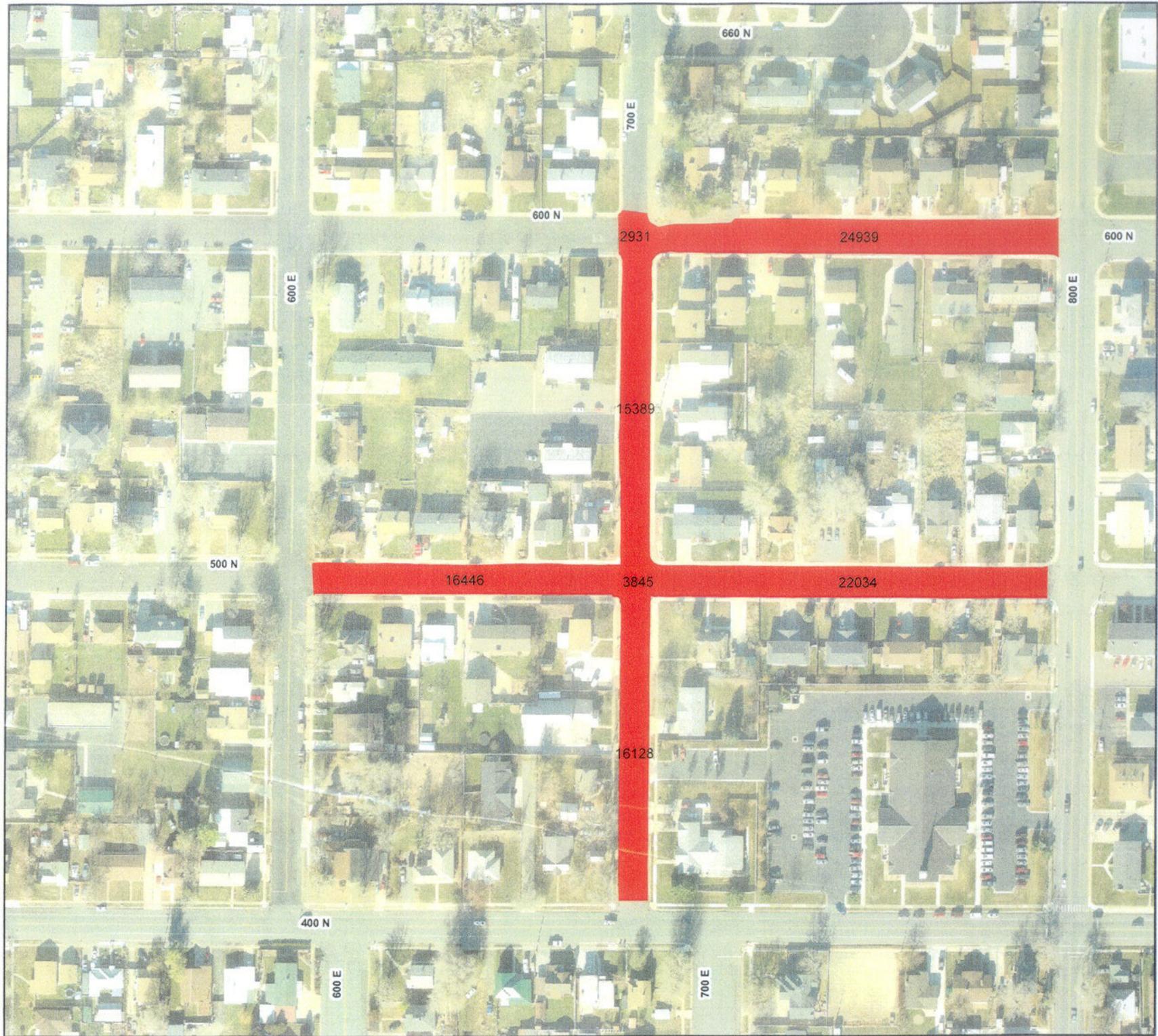
Legend

 Overlay

Sq. Ft. 101,712



Year: 2012



Spanish Fork City

Legend

 Overlay

Sq. Ft. 55,899

*Box A
18TH*

Year: 2012



Spanish Fork City

Legend

 Overlay

Sq. Ft. 17,108

B or A

Year: 2012



Spanish Fork City

Legend

 Overlay

Sq. Ft. 16,433

BorA

Year: 2012



GEOGRAPHIC INFORMATION SYSTEMS



Spanish Fork City

Legend

 Overlay

Sq. Ft. 105,763

B or A

Year: 2012



Spanish Fork City

Legend

 Overlay

Sq. Ft. 8,356



Year: 2012



Spanish Fork City

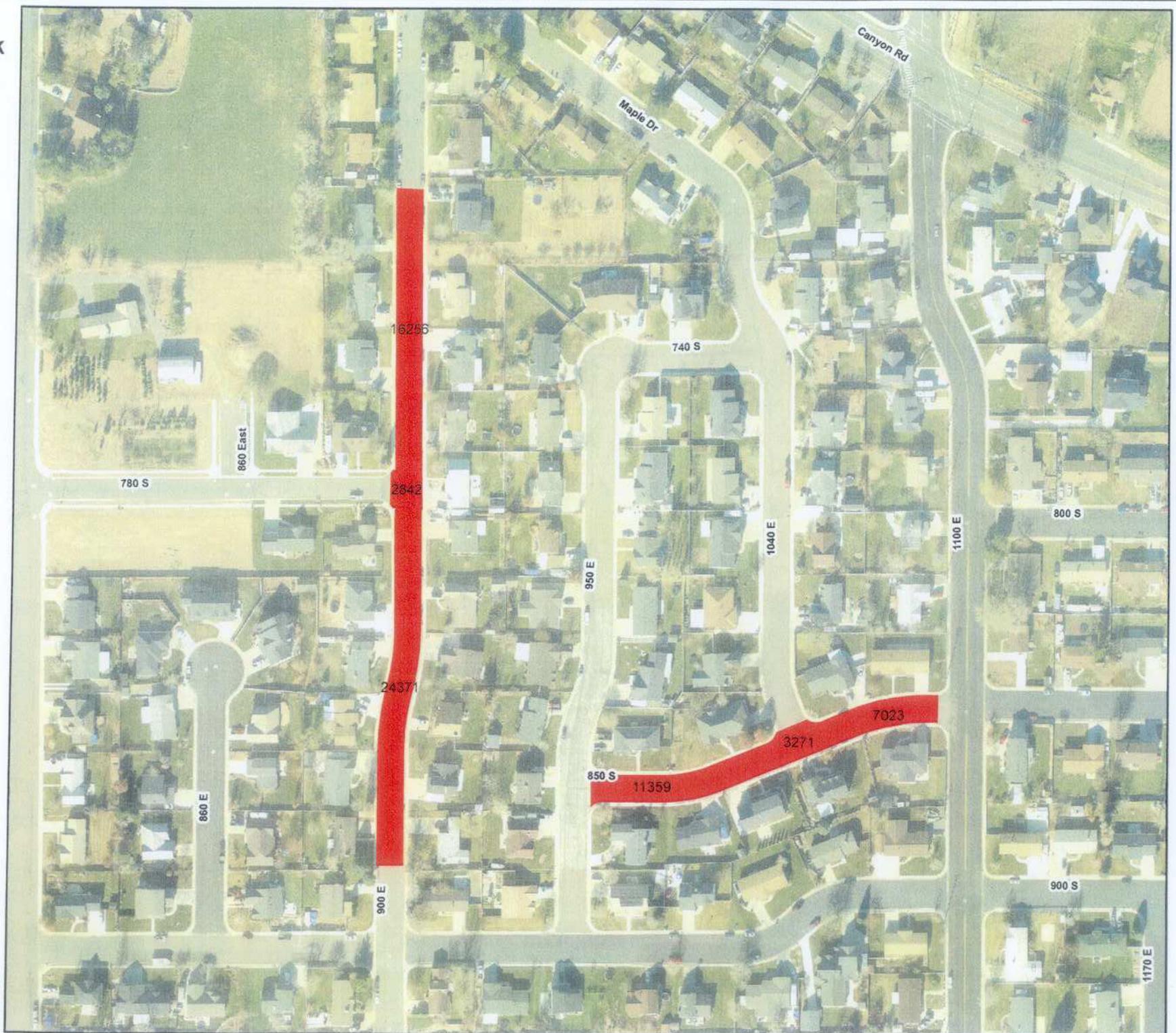
Legend

 Overlay

Sq. Ft. 65,122



Year: 2012



Spanish Fork City

Legend

 Overlay

Sq. Ft. 38,133



Year: 2012



Spanish Fork City

Legend

 Overlay

Sq. Ft. 24,634



Year: 2012





Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: July 11, 2013
Re: 1850 North Sewer Siphon 2013

Staff Report

Our waste water masterplan indicated that our siphon at 1850 North just west of our waste water treatment plant was deficient. This project is to install a redundant siphon at this location which will have enough capacity for build out of the city. This project was budgeted in Fy2013 but we were only able to complete the easement acquisition and design in that budget year. Adequate funds are still available from that budget to carryover and complete the project.

We recommend that the city council award this project to Sunroc Engineering for the amount of \$393,945.00.

Attached: bid tabulation, plans



SPANISH FORK CITY

1850 North Sewer Siphon 2013

July 3, 2013

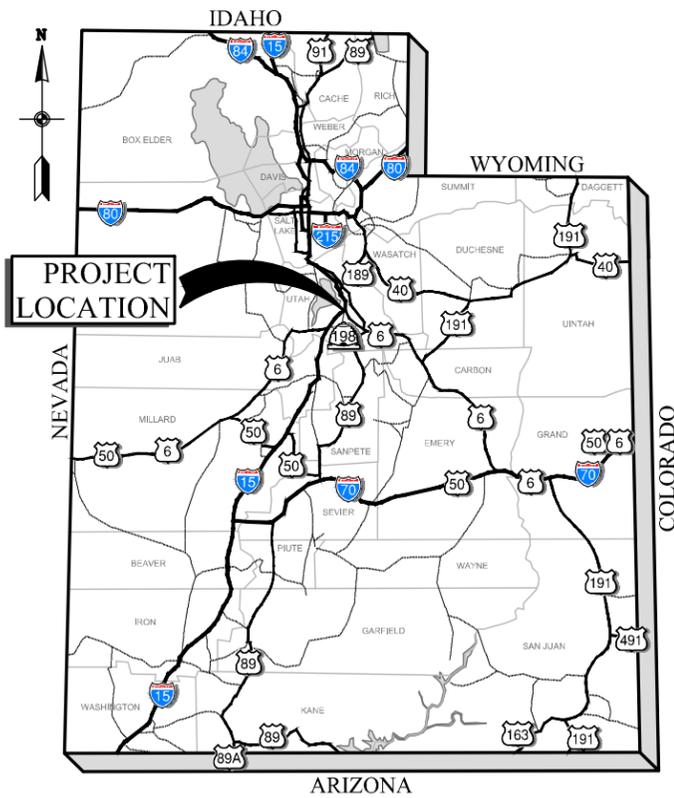
Bid Tabulation

Note: Bids shall include sales tax and all other applicable taxes and fees.

				Sunroc	Vancon	S&L Inc	Whitaker	AVG
NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Mobilization & Demolition	1	LS	\$22,000	\$12,700	\$45,000	\$35,000	\$28,675.00
2	42" Sewer Line	144	LF	\$168 \$24,192	\$196 \$28,224	\$185 \$26,640	\$260 \$37,440	\$202.25
3	22" HDPE IPS DR17	118	LF	\$141 \$16,638	\$165 \$19,470	\$250 \$29,500	\$250 \$29,500	\$201.50
4	18" HDPE IPS DR21	118	LF	\$118 \$13,865	\$138 \$16,284	\$240 \$28,320	\$220 \$25,960	\$178.88
5	24" Steel Casing (Trenchless Technology)	50	LF	\$433 \$21,663	\$468 \$23,400	\$750 \$37,500	\$745 \$37,250	\$599.06
6	30" Steel Casing (Trenchless Technology)	50	LF	\$537 \$26,838	\$506 \$25,300	\$800 \$40,000	\$835 \$41,750	\$669.44
7	Diversion Structure	1	LS	\$86,125	\$110,300	\$58,000	\$137,600	\$98,006.25
8	Inverted Siphon - Inlet Structure	1	LS	\$50,200	\$64,250	\$81,000	\$83,000	\$69,612.50
9	Inverted Siphon - Outlet Structure	1	LS	\$99,600	\$128,000	\$95,000	\$155,200	\$119,450.00
10	Site Grading and Fence Restoration	1	LS	\$17,825	\$19,800	\$12,000	\$7,250	\$14,218.75
11	On-Time Completion Bonus	1	LS	\$15,000	\$15,000	\$15,000	\$15,000	
GRAND TOTAL:				\$393,945.00	\$462,728.00	\$467,960.00	\$604,950.00	

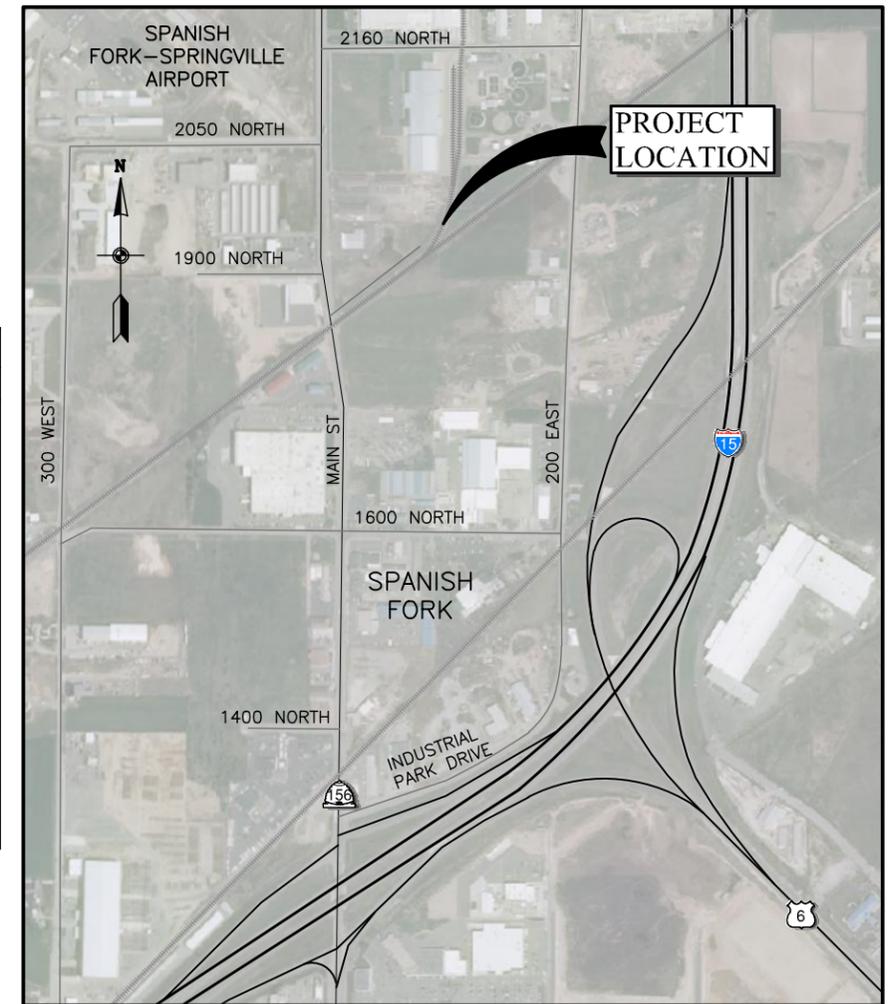
\$68,783.00

DRAWINGS FOR CONSTRUCTION OF THE 1850 N SEWER SIPHON SPANISH FORK, UTAH

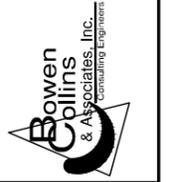


PROJECT LOCATION MAP

INDEX OF DRAWINGS			
SHEET	DWG NO.	DRAWING TITLE	FILE
GENERAL			
1	G-1	INDEX OF DRAWINGS, PROJECT LOCATION & VICINITY MAPS	2041205_G01.dwg
2	G-2	GENERAL AND PROJECT NOTES	2041205_G02.dwg
3	G-3	ABBREVIATIONS AND SYMBOLS	2041205_G03.dwg
CIVIL			
4	C-1	PLAN & PROFILE	2041205_C01.dwg
5	C-2	SOUTH VALLEY SEWER DISTRICT STANDARD DETAILS - 1	2041205_C02.dwg
6	C-3	SOUTH VALLEY SEWER DISTRICT STANDARD DETAILS - 2	2041205_C03.dwg
STRUCTURAL			
7	S-1	DIVERSION STRUCTURE	2041205_S01.dwg
8	S-2	INVERTED SIPHON INLET STRUCTURE	2041205_S02.dwg
9	S-3	INVERTED SIPHON OUTLET STRUCTURE	2041205_S03.dwg
10	S-4	STANDARD DETAILS - 1	2041205_S04.dwg



PROJECT VICINITY MAP



NO.	DATE	REV. BY	DESCRIPTION

VERIFY SCALE <small>BAR IS ONE INCH ON ORIGINAL DRAWING</small>	REVIEW CHECKED: A. MCCINNION APPROVED: A. MCCINNION
DESIGN DESIGN: A. MCCINNION DRAWN: S. RIGGS	1850 N SEWER SIPHON SPANISH FORK, UT

GENERAL
INDEX OF DRAWINGS, PROJECT LOCATION & VICINITY MAPS
 DATE: MAY 2013
 PROJECT NUMBER: 204-12-05

DRAWING NO.
G-1
 SHEET 1 OF 10

GENERAL NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS (INCLUDING PERMIT FEES) AND COMPLY WITH THE REGULATIONS AND REQUIREMENTS OF ALL GOVERNMENTAL ENTITIES HAVING JURISDICTION. THE SURVEY MONUMENT PERMIT MAY BE OBTAINED BY THE UTAH COUNTY SURVEYOR'S OFFICE.
2. CONTRACTOR SHALL KEEP ALL CONSTRUCTION WORK WITHIN THE EXISTING ROAD RIGHT-OF-WAY OR EASEMENTS. THIS INCLUDES, BUT IS NOT LIMITED TO, VEHICLES AND EQUIPMENT, MATERIALS, TRENCH EXCAVATION AND BACKFILL MATERIAL.
3. CONTRACTOR SHALL TAKE NECESSARY MEASURES TO PRESERVE AND PROTECT EXISTING STRUCTURES, FENCES, LANDSCAPING, CURB AND GUTTER, SIDEWALK, AND OTHER IMPROVEMENTS. ANY SUCH IMPROVEMENTS REMOVED OR DAMAGED BY CONTRACTOR'S ACTIVITY SHALL BE REPLACED OR REPAIRED TO ORIGINAL OR BETTER CONDITION ACCORDING TO THE SPECIFICATIONS OF THE GOVERNMENTAL ENTITY HAVING JURISDICTION, AT THE SOLE EXPENSE OF THE CONTRACTOR.
4. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND INVERT ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES BEFORE CONSTRUCTING ANY NEW SEWER LINES.
5. UTILITIES SHOWN ON THE DRAWINGS ARE BASED ON THE BEST AVAILABLE INFORMATION PROVIDED BY OTHERS, AND SHOULD BE CONSIDERED APPROXIMATE AND FOR GENERAL INFORMATION ONLY. CONTRACTOR IS RESPONSIBLE TO LOCATE AND PROTECT ALL UTILITIES IN THE PROJECT AREA, INCLUDING THOSE THAT MAY NOT BE SHOWN OR THAT MAY BE SHOWN INCORRECTLY. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE REPAIR OF ANY UTILITY DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS. RELOCATIONS AND/OR REPLACEMENTS OF EXISTING UTILITIES SHALL BE COORDINATED BY THE CONTRACTOR WITH THE UTILITY OWNER. CONTRACTOR SHALL CONTACT, SCHEDULE, AND ESTABLISH UTILITY SHUT DOWN TIMES AND DETERMINE THE RELOCATION AND/OR REPLACEMENT REQUIREMENTS OF EXISTING UTILITIES PRIOR TO THE START OF ANY WORK.

7. CONTRACTOR SHALL SET A MARKER POST PROVIDED BY SPANISH FORK CITY IN UNSURFACED AREAS ABOVE THE INVERTED SIPHONS. COORDINATE EXACT LOCATIONS WITH SPANISH FORK CITY.
8. ALL MATERIALS LABELED AS STAINLESS STEEL SHALL BE TYPE 316 UNLESS APPROVED OTHERWISE BY THE ENGINEER.
9. BEFORE ASSEMBLY, ALL STAINLESS STEEL THREADED CONNECTIONS SHALL BE LUBRICATED WITH "PURE WHITE" BY ANTI-SEIZE TECHNOLOGY OR APPROVED EQUAL.
10. MAINTAIN A MINIMUM 18" VERTICAL SEPARATION BETWEEN NEW SEWER SIPHON AND EXISTING UTILITIES. WHERE CITY INSPECTOR DETERMINES MECHANICAL COMPACTION CANNOT BE ADEQUATELY PERFORMED, CONTRACTOR SHALL BACKFILL TRENCH AREAS WHERE NEW SEWER LINES CROSS UNDER EXISTING BURIED UTILITIES WITH FLOWABLE FILL (CONTROLLED LOW STRENGTH MATERIAL) IN ACCORDANCE WITH SPECIFICATIONS.
11. CONTRACTOR SHALL NOT PERFORM SEWER CONSTRUCTION OUTSIDE COUNTY NOISE ORDINANCE HOURS, MON.-FRI. 7:00 AM TO 7:00 PM, WITHOUT PRIOR WRITTEN PERMISSION FROM THE CITY.
12. UNLESS OTHERWISE SPECIFIED, TRENCH BACKFILL SHALL CONFORM TO FILL TYPE I REQUIREMENTS OF THE SPECIFICATIONS. NATIVE MATERIAL CONFORMING TO THE REQUIREMENTS OF THE FILL TYPE I SPECIFICATIONS MAY BE USED; OTHERWISE, TRENCH BACKFILL SHALL BE IMPORTED MATERIAL CONFORMING TO FILL TYPE II REQUIREMENTS OF THE SPECIFICATIONS.
13. UNLESS OTHERWISE SPECIFIED, PIPE ZONE BACKFILL SHALL BE IMPORTED MATERIALS CONFORMING TO FILL TYPE III REQUIREMENTS OF THE SPECIFICATIONS. IN ALL AREAS WHERE GROUND WATER MAY BE ENCOUNTERED, FILTER FABRIC WRAP AROUND THE PIPE ZONE IS REQUIRED.
14. GRANULAR FILL BENEATH STRUCTURES: OVEREXCAVATE BENEATH BASE SLAB (MINIMUM 18 INCHES) AND REMOVE ALL UNSUITABLE SOILS (INCLUDING TOPSOIL, ORGANIC SOILS, UNDOCUMENTED FILL, SOFT, LOOSE OR DISTURBED NATIVE SOILS) AND REPLACE WITH GRANULAR FILL CONFORMING TO FILL TYPE III REQUIREMENTS OF THE SPECIFICATIONS.

PROJECT NOTES

1. NEW 22-INCH AND 18-INCH HDPE INVERTED SIPHONS TO BE DEFLECTED WITH MINIMUM BENDING RADIUS OF 50 FEET OR PROVIDE FITTINGS WITH A MAXIMUM ANGLE OF 90 DEGREES AS NEEDED.
2. ALL GRAVITY SEWER STRUCTURES (PIPE, MANHOLES, ETC.), AND STRUCTURES (PIPE, VAULTS, ETC.) SHALL BE CONSTRUCTED WITHIN THE CITY'S EASEMENT(S).
3. CONTRACTOR SHALL COORDINATE CONSTRUCTION ACCESS WITH PROPERTY OWNER(S). CONTRACTOR SHALL RESTORE ALL ACCESS ROUTES TO ORIGINAL OR BETTER CONDITION.
4. CONTRACTOR SHALL VERIFY THE EXACT LOCATION, SIZE, TYPE, AND ELEVATION OF ALL UTILITIES PRIOR TO CONSTRUCTION BY POT HOLING A MINIMUM OF 100 FEET IN ADVANCE OF TRENCHING OPERATIONS TO CONFIRM CLEARANCE FROM THE PROPOSED PIPELINES. REPORT ANY CONFLICTS TO THE ENGINEER.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO KEEP ALL MAINLINES AND LATERALS IN SERVICE DURING CONSTRUCTION. ANY INTERRUPTION OF SEWER LINE SERVICE SHALL BE COORDINATED WITH PROPERTY OWNERS.
6. CONTRACTOR SHALL PREPARE AND SUBMIT A SWPPP TO SPANISH FORK PRIOR TO CONSTRUCTION. ALL BEST MANAGEMENT PRACTICES SHALL ABIDE BY THE NEWEST APWA STANDARDS. THESE PRACTICES INCLUDE BUT ARE NOT LIMITED TO:
 - A) PROVIDING AND INSTALLING SILT FENCE (APWA PLAN NO. 122) ALONG BOTH SIDES OF THE APPROXIMATE LIMITS OF DISTURBANCE (SEE ATTACHED PP SHEETS).
 - B) PROVIDING AND INSTALLING INLET PROTECTION (GRAVEL SOCK OR GRAVEL, APWA PLAN NO. 124) AT STORM DRAIN CATCH BASINS LOCATED WITHIN 100 FEET OF APPROXIMATE LIMITS OF DISTURBANCE AND WITHIN 100 FEET OF STABILIZED ROADWAY ENTRANCES.
 - C) CONSTRUCTING STABILIZED ROADWAY ENTRANCES (APWA PLAN NO. 126) LOCATED AT PROJECT ACCESS ROUTES EXITING ONTO ASPHALT PAVEMENT.

15. TV INSPECTION AND PIPE TESTING WILL BE PROVIDED AND PAID FOR BY THE CONTRACTOR. CONSTRUCTION STAKING AND SURVEY SHALL BE PROVIDED BY THE CONTRACTOR. CONTRACTOR SHALL NOTE THAT EXISTING SEWER EASEMENTS ARE AVAILABLE UPON REQUEST FROM SPANISH FORK CITY.
16. NOT USED
17. EXISTING SANITARY SEWER MANHOLES AND PIPING THAT ARE REMOVED AND DISPOSED OF MUST COMPLY WITH DISPOSAL REQUIREMENTS FROM ALL FEDERAL, STATE, AND LOCAL AGENCIES.
18. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE TEMPORARY ACCESS FOR ALL RESIDENTS IMPACTED BY CONSTRUCTION OF THE PROJECT.
19. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO KEEP ALL SEWER MAINLINES AND LATERALS IN SERVICE DURING CONSTRUCTION. ANY INTERRUPTION OF SEWER LINE SERVICE SHALL BE COORDINATED WITH PROPERTY OWNERS. BYPASS PUMPING OR OTHER MEANS MAY BE NECESSARY AND SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. ACTUAL PEAK FLOWS DURING CONSTRUCTION MAY EXCEED ESTIMATED CONDITIONS. CONTRACTOR IS SOLELY RESPONSIBLE TO DETERMINE BYPASS PUMPING NEEDS. THE ESTIMATED PEAK FLOW FOR THE EXISTING 36" SEWER LINE IS 5.3 CFS (2,400 GPM).
20. UNLESS OTHERWISE SHOWN, PIPE LENGTH SHOWN IN PROFILES ARE FROM INSIDE EDGE OF MANHOLE TO INSIDE EDGE OF MANHOLE.
21. CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFORMANCE WITH LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES. CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF THE PUBLIC AND PROTECTION OF PERSONNEL AND WORKERS. TRENCH SUPPORTS AND DEWATERING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.



NO.	DATE	REV. BY	DESCRIPTION

VERIFY SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING

SPANISH FORK CITY
 1850 N SEWER SIPHON
 SPANISH FORK, UT

DESIGN: A. MCKINNON
 DRAWN: S. RIGGS

REVIEW: B. PACKER
 CHECKED: B. PACKER
 APPROVED: K. SPIERS

GENERAL AND PROJECT NOTES

PROJECT NUMBER: 204-12-05
 DATE: MAY 2013

DRAWING NO.
G-2

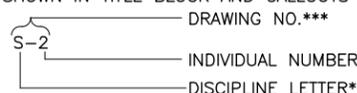
SHEET 2 OF 10

DISCIPLINE IDENTIFICATION

LETTER*	DISCIPLINE	NUMBER**
G	GENERAL	0000
A	ARCHITECTURAL	1000
C	CIVIL	2000
L	LANDSCAPE	2800
M	MECHANICAL	3000
H	HVAC	3600
P	PLUMBING	3800
S	STRUCTURAL	4000
E	ELECTRICAL	5000
I	INSTRUMENTATION	6000

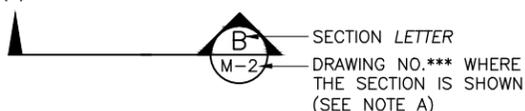
DRAWING IDENTIFICATION

DRAWING NO. SHOWN IN TITLE BLOCK AND CALLOUTS AS:

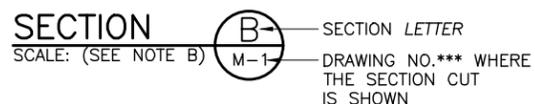


SECTION IDENTIFICATION

(1) SECTION CUT SHOWN ON DRAWING AS:

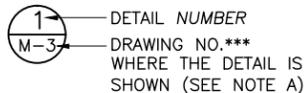


(2) THIS SECTION IS IDENTIFIED AS:

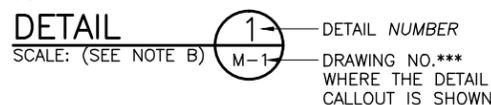


DETAIL IDENTIFICATION

(1) DETAIL CALLOUT SHOWN ON DRAWING AS:



(2) THIS DETAIL IS IDENTIFIED AS:

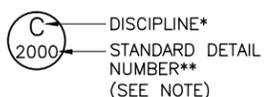


NOTE:

- A. IF SECTION CUT AND SECTION (OR DETAIL CALLOUT AND DETAIL) ARE SHOWN ON SAME DRAWING, THE DRAWING NO.*** IS REPLACED BY A HORIZONTAL LINE.
- B. AS DESIGNATED. NTS = NOT TO SCALE. IF SECTION AND/OR DETAILS ARE THE SAME SCALE AND ON THE SAME DRAWING, SEE TITLE BLOCK AT "SCALE: "; THE SCALE TEXT AT CALLOUT SHALL BE OMITTED.

STANDARD DETAIL IDENTIFICATION

(1) STANDARD DETAIL CALLOUT SHOWN ON DRAWING AS:



(2) THIS DETAIL IS IDENTIFIED AS:



NOTE:

LOCATED ON DRAWINGS WHERE THE DETAIL IS TAKEN AND SHOWN (SEE INDEX OF DRAWINGS FOR LOCATION OF STANDARD DETAILS).

MISCELLANEOUS NOTES:

- 1. ELECTRICAL SYMBOLS SHOWN ON ELECTRICAL SHEETS FOR WELDING SYMBOLS USE AMERICAN WELDING SOCIETY STANDARD SYMBOLS. SEE AMERICAN INSTITUTE OF STEEL CONSTRUCTION MANUAL.

ABBREVIATIONS

@	AT	LF	LINEAR FEET
AB	ANCHOR BOLT	LG	LONG
ADD'L	ADDITIONAL	LT	LEFT
AL	ALUMINUM	MATL	MATERIAL
APPROX	APPROXIMATE	MAX	MAXIMUM
ASSY	ASSEMBLY	MFR	MANUFACTURER
		MH	MANHOLE
BLDG	BUILDING	MIN	MINIMUM
BOT	BOTTOM	MISC	MISCELLANEOUS
BTWN	BETWEEN		
		N	NORTH
C	CONDUIT	NTS	NOT TO SCALE
CB	CATCH BASIN	OC	ON CENTER
CFM	CUBIC FEET PER MINUTE	OPNG	OPENING
CL	CENTERLINE		
CLR	CLEAR, CLEARANCE	PH	POTHOLE
CO	CLEAN OUT BOX	PS	PUMPED SEWER
CONC	CONCRETE	PT	POINT
CONN	CONNECTION	PVC	POLYVINYL CHLORIDE
CONST	CONSTRUCTION	PW	POTABLE WATER
CONT	CONTINUOUS		
CPLG	COUPLING	R	RADIUS
CTRD	CENTERED	RCP	REINFORCED CONCRTE PIPE
CTR	CENTER	RCB	REINFORCED BOX CULVERT
CU FT	CUBIC FOOT	RDCR	REDUCER
		REINF	REINFORCED, REINFORCING
DEFL	DEFLECTION	REQD	REQUIRED
DI	DUCTILE IRON	RT	RIGHT
DIA	DIAMETER	RW	RAW WATER
DWG	DRAWING		
DWL	DOWEL	SCH	SCHEDULE
		SD	STORM DRAIN
EA	EACH	SIM	SIMILAR
EF	EACH FACE	SLP	SLOPE
EJC	EAST JORDAN CANAL	SPD	SUMP PUMP DISCHARGE
EL	ELEVATION	SPEC	SPECIFICATION (S)
ELB	ELBOW	SQ	SQUARE
EQ	EQUAL	SS	SANITARY SEWER
EQL SP	EQUALLY SPACED	SSL	SEWER SERVICE LATERAL
EQUIP	EQUIPMENT	SST	STAINLESS STEEL
EW	EACH WAY	STA	STATION
EXIST	EXISTING	STD	STANDARD
		STL	STEEL
FG	FINISH GRADE	STRL	STRUCTURAL
FL	FLOW LINE	STRUCT	STRUCTURE
FLG	FLANGE		
FLR	FLOOR	T&B	TOP AND BOTTOM
FNSH	FINISH	TBC	TOP BACK CURB
FT	FEET OR FOOT	TDH	TOTAL DEPTH IN HEAD
FTG	FOOTING	TEL	TELEPHONE
		THK	THICK OR THICKNESS
G	GAS	TOA	TOP OF ASPHALT
GA	GAGE OR GAUGE	TOG	TOP OF GRATE
GALV	GALVANIZED	TOW	TOP OF WALL
GE	GROOVED END	TYP	TYPICAL
GPM	GALLONS PER MINUTE		
GS	GAS SERVICE LATERAL	UTBC	UNTREATED BASE COURSE
		VCP	VENT PIPING
HORIZ	HORIZONTAL		
HP	HORSE POWER	W	WATER OR WEST
HSS	HIGH STRENGTH STEEL	W/	WITH
		W/O	WITHOUT
IE	INVERT ELEVATION	WSTP	WATERSTOP
INVT	INVERT	WS	WATER SERVICE LATERAL
IRR	IRRIGATION		
JT	JOINT		

SYMBOLS

EXISTING FEATURES ARE SHOWN SCREENED.

40.23 @	SPOT ELEVATION	— W —	WATER
[Gravel]	GRAVEL SURFACE	— SW —	SECONDARY WATER
[Concrete]	CONCRETE	— SS —	SANITARY SEWER
[Granular]	GRANULAR BACKFILL	— SD —	STORM DRAIN
[Earth]	EARTH	— IRR —	IRRIGATION
[Wetlands]	WETLANDS	— TEL —	TELEPHONE
---	PROPERTY LINE	— FO —	FIBER OPTIC
---	EASEMENT	— (OHP) —	OVERHEAD POWER
— x — x —	FENCE	— G —	NATURAL GAS
---	STREET CENTERLINE	— Bp —	UNDERGROUND POWER
---	TEMPORARY CONSTRUCTION EASEMENT	— CTV —	UNDERGROUND CABLE TV
[IRR]	IRRIGATION BOX	— T(ug) —	UNDERGROUND TELEPHONE
[Edge of Asphalt]	EDGE OF ASPHALT		
[Liquid Surface]	LIQUID SURFACE		
[Street Monument]	STREET MONUMENT	[Sun]	STREET LIGHT
[Power Pole]	POWER POLE	[Yard Light]	YARD LIGHT
[Sign]	SIGN	[Electrical Box]	ELECTRICAL BOX
[Water Meter]	WATER METER	[Telephone Box]	TELEPHONE BOX
[Water Valve]	WATER VALVE	[Cable TV]	CABLE TV
[Fire Hydrant]	FIRE HYDRANT	[Sheet Note]	SHEET NOTE IDENTIFICATION
[Irrigation Valve]	IRRIGATION VALVE	[Gas Manhole]	GAS MANHOLE
[Irrigation Box]	IRRIGATION BOX	[Sewer Manhole]	SEWER MANHOLE
		[Storm Drain Manhole]	STORM DRAIN MANHOLE
		[Telephone Manhole]	TELEPHONE MANHOLE



NO.	DATE	REV. BY	DESCRIPTION

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING

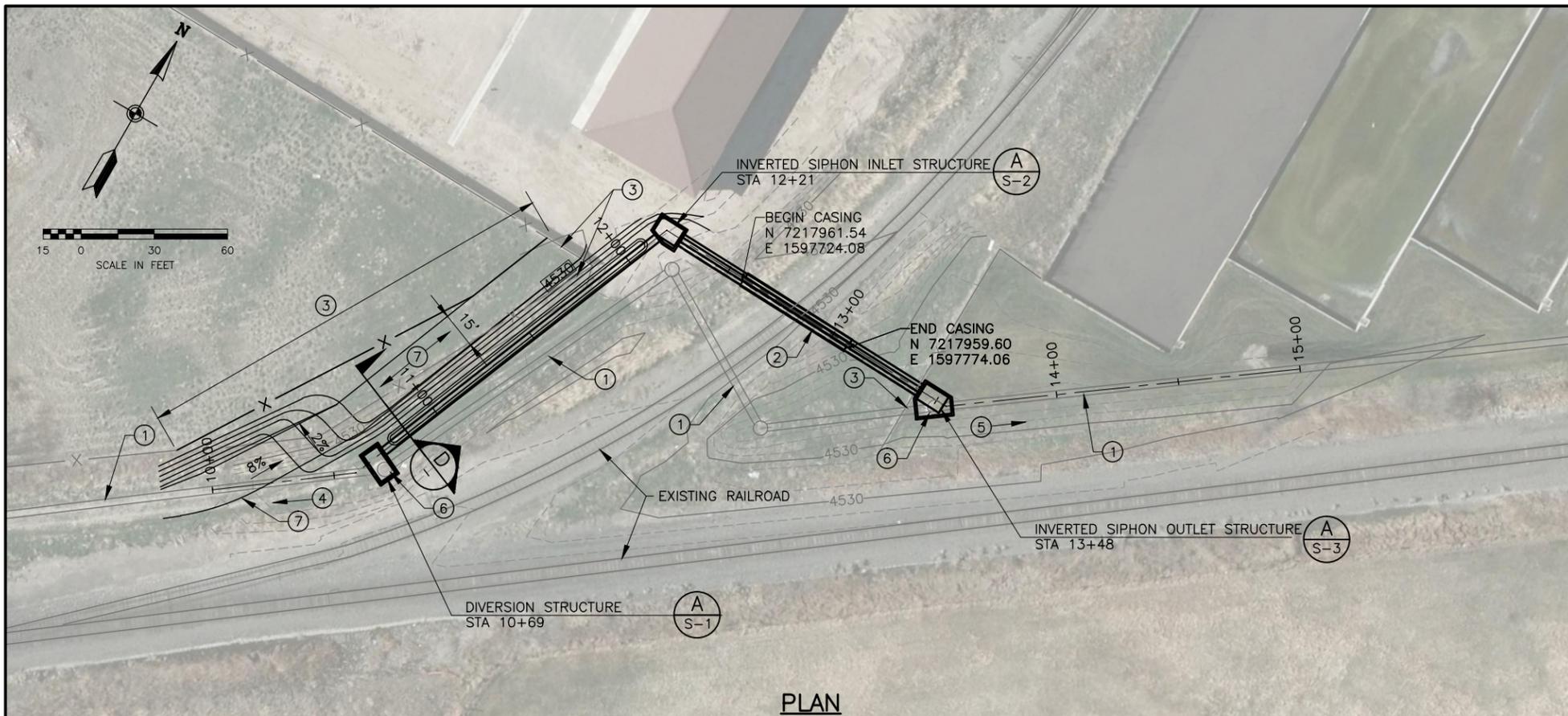
REVIEW
CHECKED B. PACKER
APPROVED K. SPIERS

DESIGN
A. MCKINNON
DRAWN S. RIGGS

PROJECT 204-12-05
NUMBER

DATE: MAY 2013

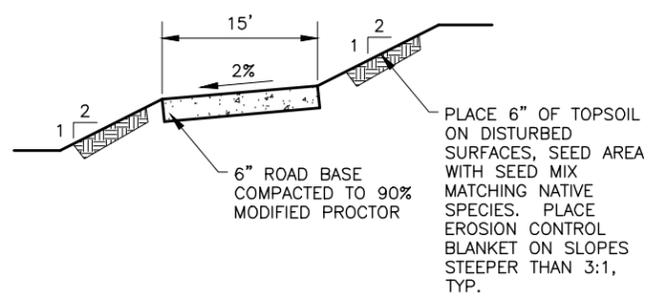
DRAWING NO.
G-3
SHEET 3 OF 10



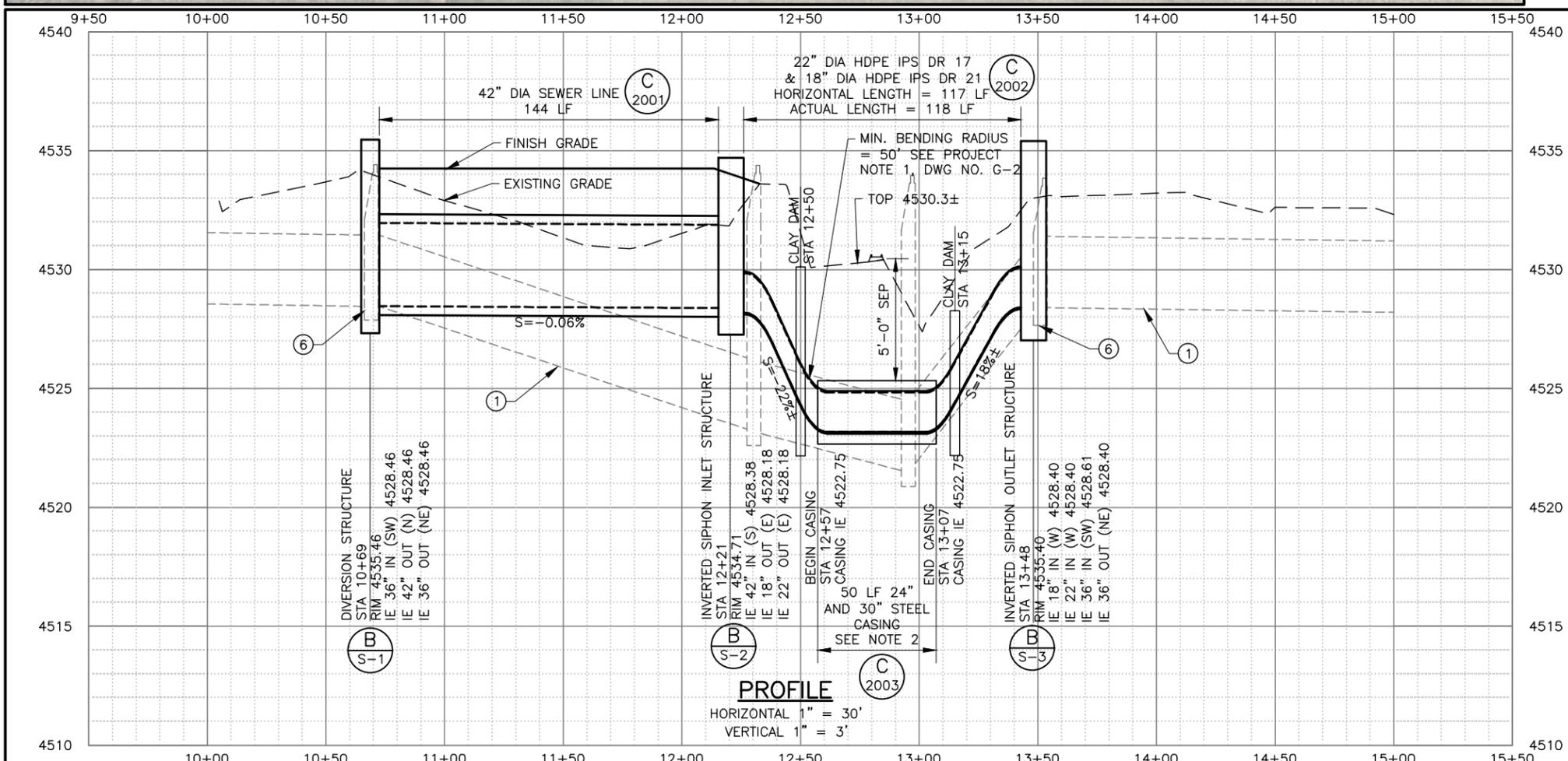
PLAN

NOTES:

- ① EXISTING 36" RCP SEWER TO REMAIN.
- ② INSTALL STEEL CASINGS WITH A MINIMUM OF 2 FT SEPARATION USING TRENCHLESS CONSTRUCTION METHODS. CONTRACTOR SHALL CONTACT DAVE CRAWFORD, LONGVIEW FIBER (801-619-7197), 14 DAYS PRIOR TO BEGINNING BORE PIT EXCAVATION TO COORDINATE RAILROAD CROSSING WORK.
- ③ REMOVE AND RECONSTRUCT FENCE.
- ④ EXISTING SEWER MANHOLE IS LOCATED 610± FT UPSTREAM FROM PROPOSED WEST DIVERSION STRUCTURE.
- ⑤ EXISTING SEWER MANHOLE IS LOCATED 295± FT DOWNSTREAM FROM PROPOSED INVERTED SIPHON OUTLET STRUCTURE.
- ⑥ REMOVE AND DISPOSE OF EXISTING SEWER MANHOLE.
- ⑦ CONSTRUCT 15' WIDE DIRT ACCESS ROAD.



ACCESS ROAD X-SEC (D)
NTS



PROFILE

HORIZONTAL 1" = 30'
VERTICAL 1" = 3'



PROFESSIONAL ENGINEER
#343839
STATE OF UTAH
5/16/2013

NO.	DATE	REV. BY	DESCRIPTION

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING

DESIGN	B. PACKER	DRAWN	S. RIGGS	PROJECT NUMBER	204-12-05
REVIEW	M. STAYNER	CHECKED	M. STAYNER	APPROVED	C. BAGLEY

1850 N SEWER SIPHON

SPANISH FORK CITY, UT

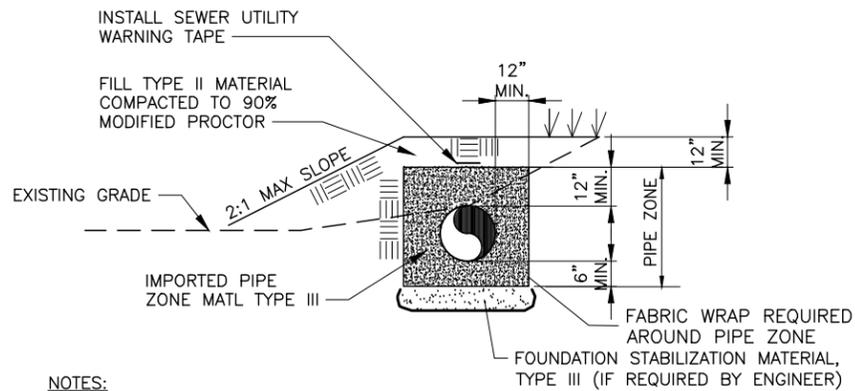
SPANISH FORK, UT

PLAN & PROFILE

DRAWING NO. **C-1**

DATE: MAY 2013

SHEET 4 OF 10



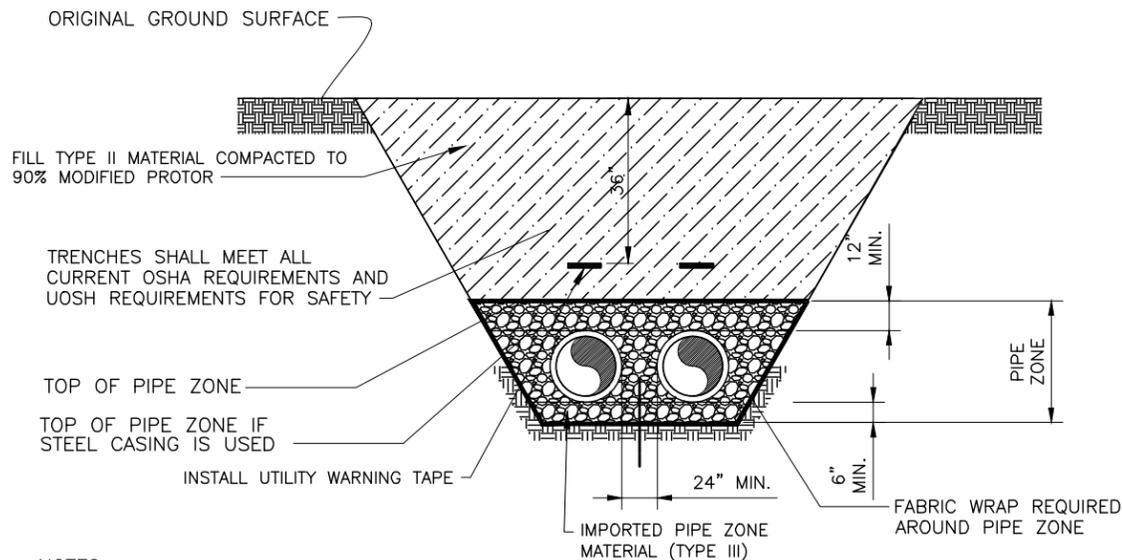
NOTES:

1. SEE SPECIFICATIONS FOR DEFINITION OF BACKFILL MATERIAL AND COMPACTION REQUIREMENTS.
2. IMPORT BACKFILL REQUIRED FOR TRENCH BACKFILL UNDER ROADWAY AREAS.

CROSS SECTION: SHALLOW TRENCH

NTS

C
2001



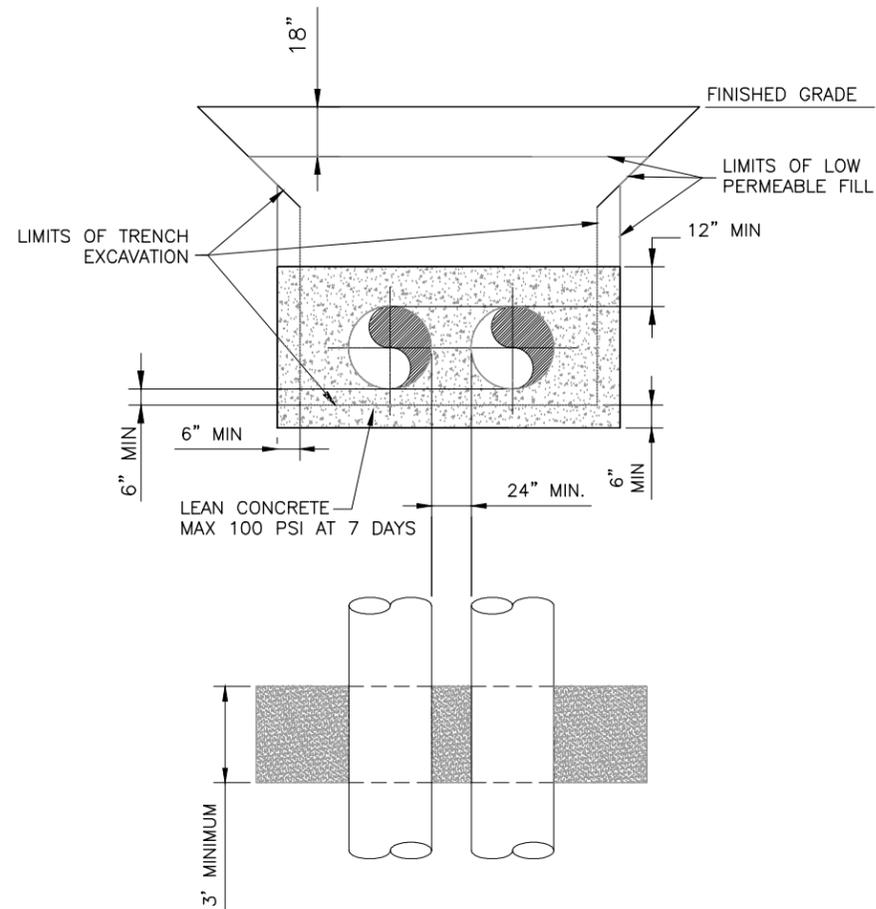
NOTES:

1. THE CONTRACTOR SHALL MEET ALL OF THE REQUIREMENTS ESTABLISHED FOR SAFE TRENCHING. (SEE OSHA AND UOSH REQUIREMENTS, LATEST EDITIONS).
2. CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES BEFORE LAYING PIPE WITHIN 500' OF SAID UTILITIES WHICH MAY BE EXPOSED, DAMAGED OR CROSSED AS SHOWN ON THE DRAWINGS OR AS "BLUE STAKED". THE CONTRACTOR WILL MAKE ARRANGEMENTS WITH THE UTILITY COMPANY TO MOVE THE UTILITY IF NECESSARY OR OBTAIN PERMISSION FROM THE CITY ENGINEER TO MODIFY GRADE OF PIPELINE IN ORDER TO GO AROUND UTILITIES.
3. TESTING: ALL HDPE PIPE SHALL BE HYDROSTATIC TESTED AS PER CITY REQUIREMENTS AND NECESSARY REPAIRS MADE BEFORE ACCEPTANCE.
4. ALL SEWER LINES TO BE INSTALLED IN PUBLIC RIGHT-OF-WAY OR RECORDED SEWER EASEMENT(S).

SIPHON CROSS-SECTION: TYPICAL TRENCH

NTS

C
2002



NOTES:

1. LOW PERMEABLE FILL IS TO CONSIST OF ON SITE OR IMPORTED MATERIALS WITH 20% TO 40% PASSING A 200 SIEVE. THE P.I. SHALL BE 30 TO 40 AND NO PARTICLE LARGER THAN 2-INCHES IN DIAMETER. COMPACT LOW PERMEABLE FILL TO 96% OF MAX DRY DENSITY AS DETERMINED BY THE MODIFIED PROCTOR METHOD (ASTM D-1557).
2. LEAN CONCRETE MAY BE USED IN PLACE OF LOW PERMEABLE FILL.

CLAY DAM

NTS

C
2003



NO.	DATE	REV. BY	DESCRIPTION

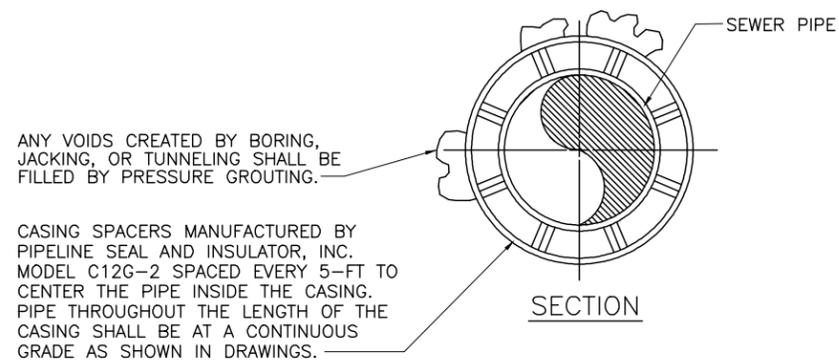
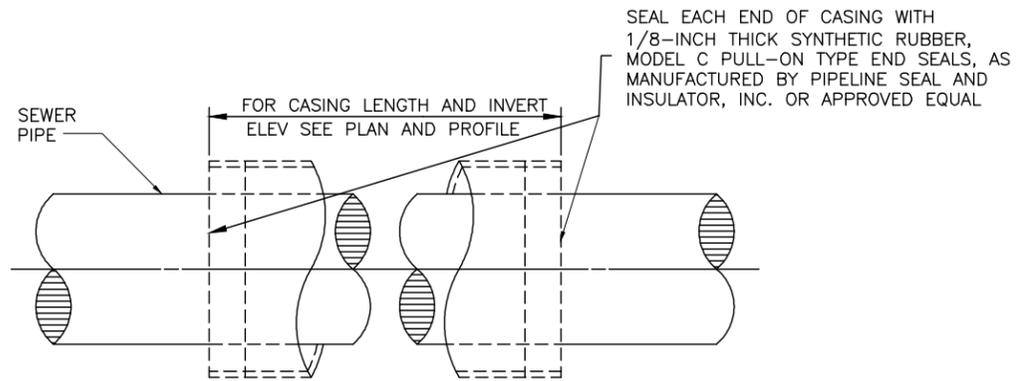
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING

REVIEW
CHECKED A. MCKINNON
APPROVED A. MCKINNON

DESIGN
DESIGN A. MCKINNON
DRAWN S. RIGGS

CIVIL
SOUTH VALLEY SEWER DISTRICT STANDARD DETAILS - 1
PROJECT NUMBER 204-12-05
DATE: MAY 2013

DRAWING NO.
C-2
SHEET 5 OF 10



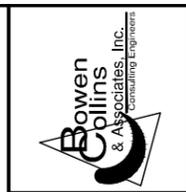
MINIMUM WALL THICKNESS OF CASINGS	
Diameter	Wall Thickness
12" and under	0.188"
14" - 18"	0.312"
20" - 22"	0.375"
24" - 26"	0.438"
28" - 32"	0.500"
34" - 42"	0.562"

LARGER CASINGS AS DIRECTED BY THE DISTRICT ENGINEER.

NOTES:

- CASING PIPES SHALL BE REQUIRED AS INDICATED ON THE DRAWINGS AND/OR WHERE REQUIRED BY THE CITY INSPECTOR OR ENGINEER.
- THE CASING PIPE SHALL BE SIZED AT LEAST 6-INCHES LARGER THAN THE DIAMETER OF THE CARRIER PIPE.
- CARRIER PIPE SHALL BE TESTED BEFORE SEALING THE ENDS OF THE CASING.
- SPACERS SHALL BE SECURELY ATTACHED TO CARRIER PIPE PER MANUFACTURER'S REQUIREMENTS.
- CASING PIPE SHALL BE SMOOTH STEEL CASING WITH MINIMUM YIELD STRENGTH OF 35,000 PSI.

STEEL CASING
NTS



NO.	DATE	REV. BY	DESCRIPTION

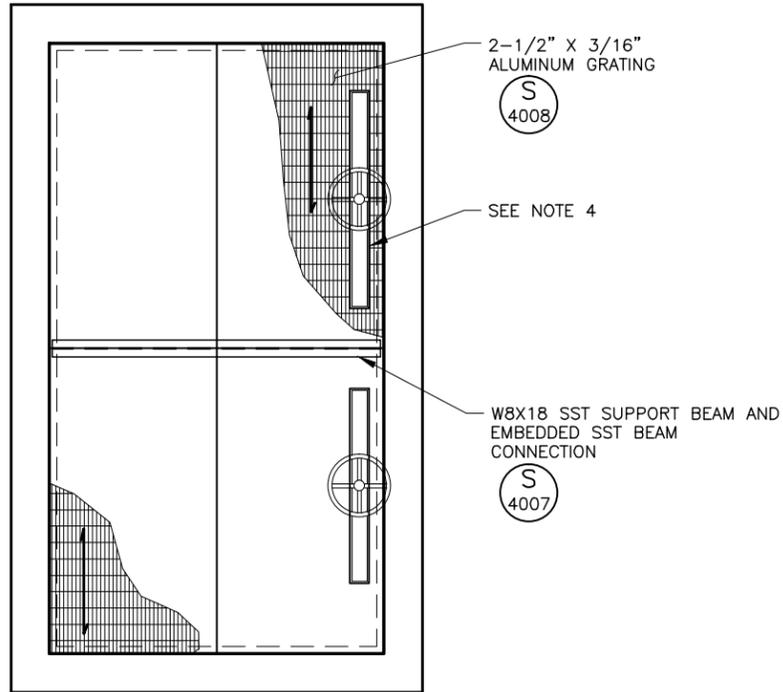
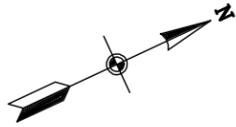
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING

REVIEW
CHECKED A. MCKINNON
APPROVED A. MCKINNON

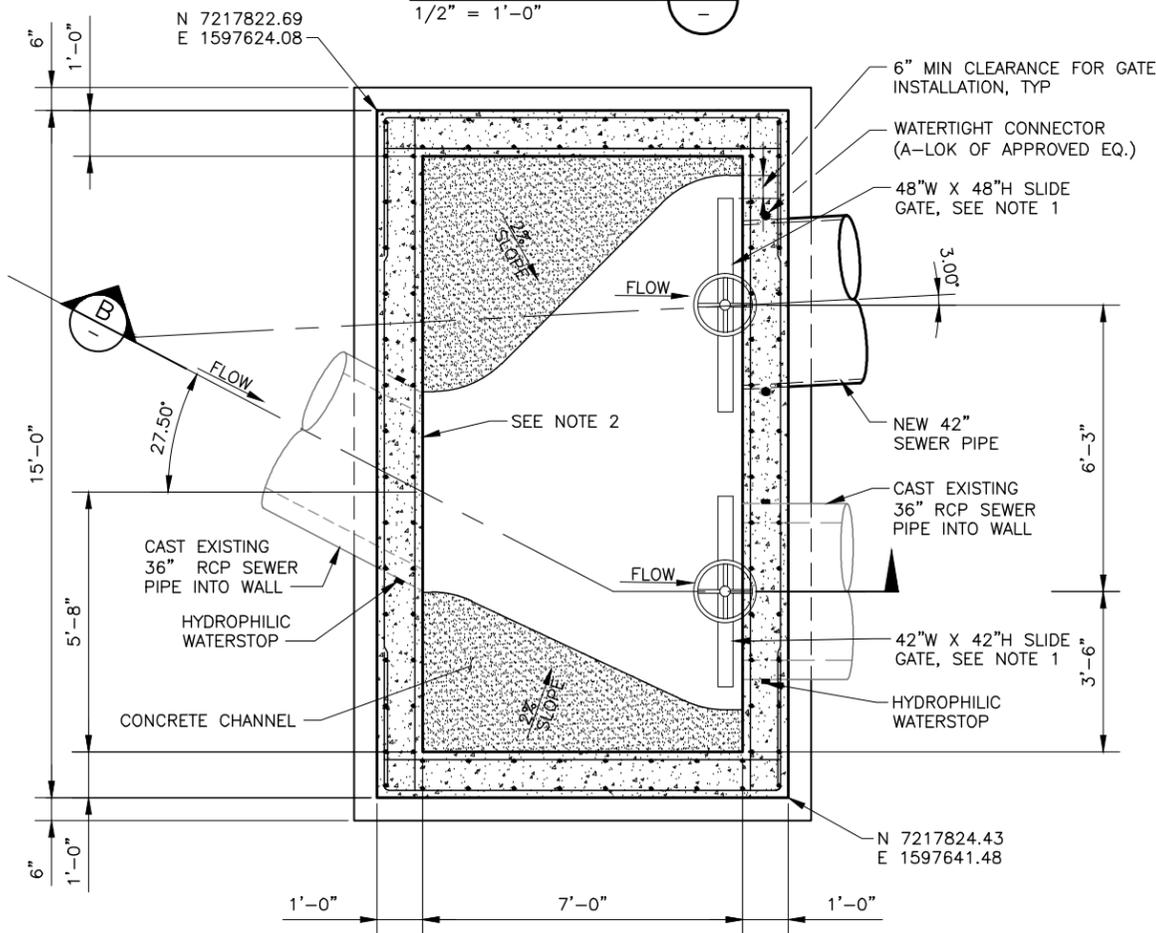
DESIGN
DESIGN A. MCKINNON
DRAWN S. RIGGS

CIVIL
SOUTH VALLEY SEWER DISTRICT
STANDARD DETAILS - 2
DATE: MAY 2013
PROJECT NUMBER 204-12-05

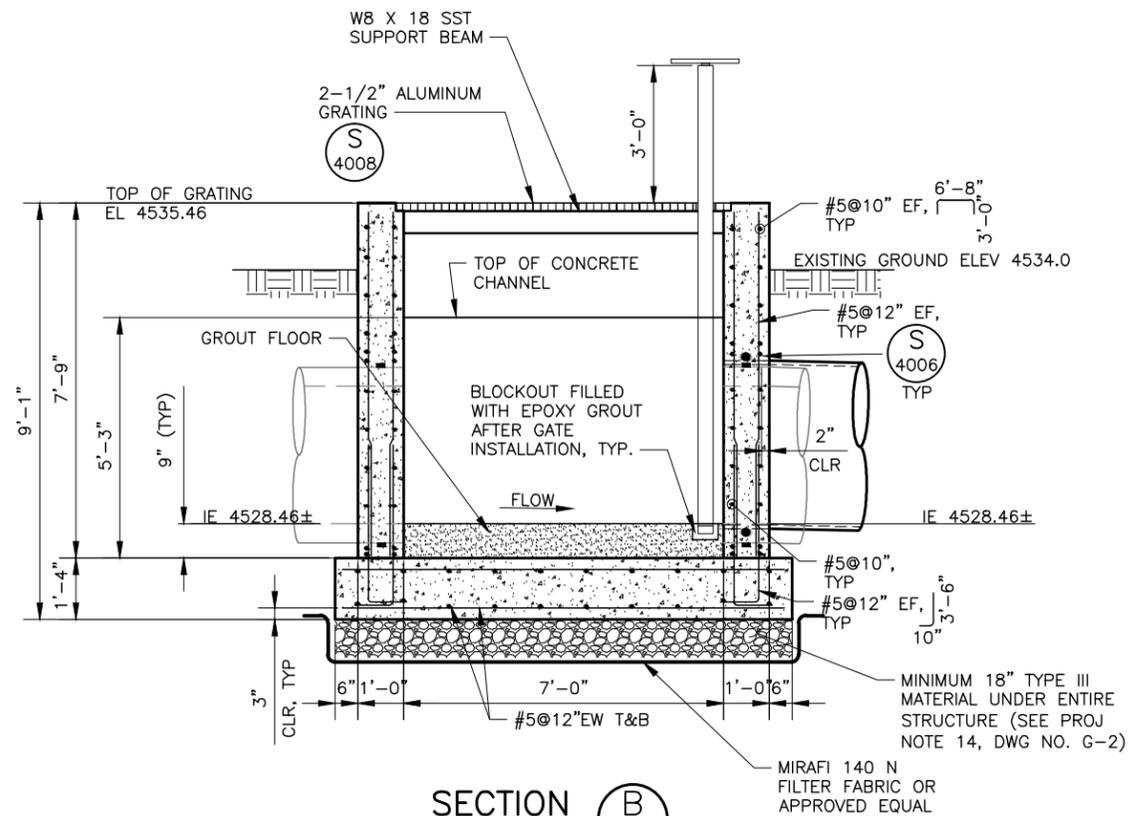
DRAWING NO.
C-3
SHEET 6 OF 10



GRATING PLAN C
1/2" = 1'-0"



PLAN A
1/2" = 1'-0" C-1



SECTION B
1/2" = 1'-0" C-1

NOTES:

1. SLIDE GATES SHALL BE (2) FRESNO 8200 SERIES, SURFACE MOUNTING NON-RISING STEM #316 STAINLESS STEEL FR/FSTR WITH REMOVABLE HAND WHEEL AS OPERATOR. STEM SHALL NOT PROTRUDE THROUGH FLOW LINE OF PIPE WHEN THE GATE IS OPEN. INSTALL PER MANUFACTURER'S REQUIREMENTS. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO SPANISH FORK CITY FOR APPROVAL PRIOR TO FABRICATION. SET GATE TO STOP OPENING 36" ABOVE FLOOR ELEVATION.
2. AN ACID RESISTANT COATING SHALL BE APPLIED ON ALL CONCRETE COMPONENTS OF THE DIVERSION STRUCTURE TO RESIST SULFURIC ACID ATTACK PER SECTION 09 10 00.
3. NOT USED.
4. SLIDE GATES (FRAME AND STEM) EXTEND THROUGH DECKING WITH A MAXIMUM 1/4" GAP BETWEEN GRATING AND GATE. PROVIDE REMOVABLE 1/4" THICK ALUMINUM PLATE TO COVER PENETRATION HOLE IF NECESSARY (TYP).



NO.	DATE	REV. BY	DESCRIPTION

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING

SPANISH FORK CITY
1850 N SEWER SIPHON
SPANISH FORK, UT

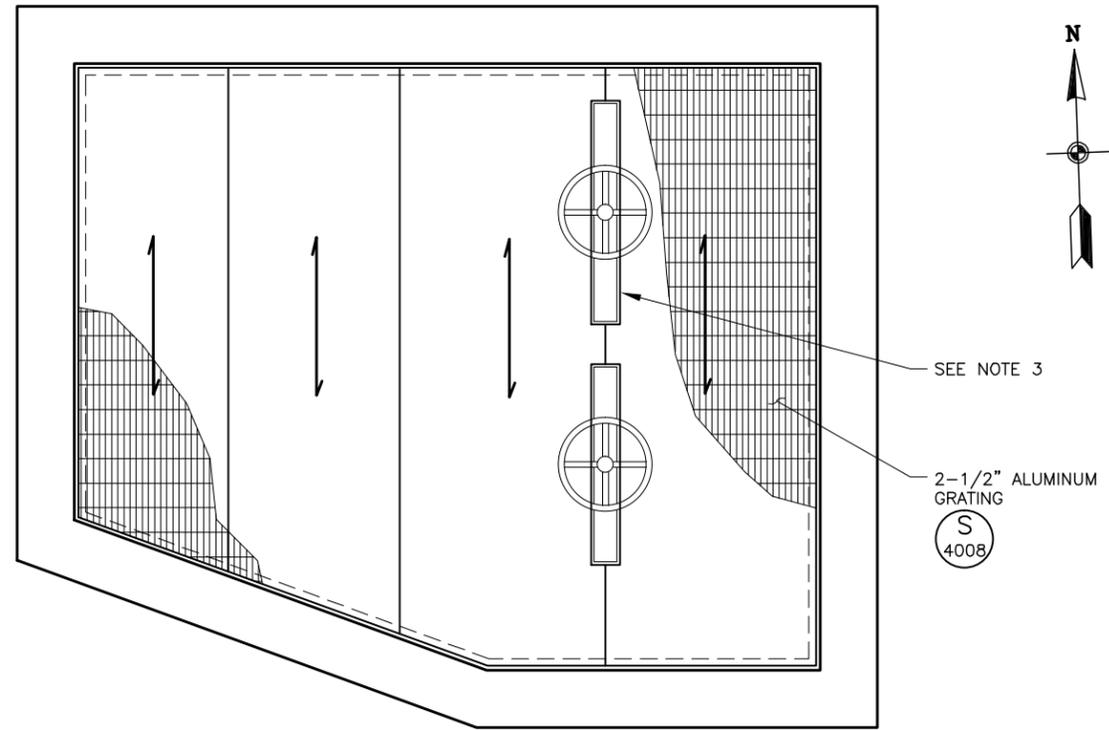
DESIGN: B. PACKER
CHECKED: M. STAYNER
REVIEW: APPROVED C. BAGLEY

STRUCTURAL
DIVERSION STRUCTURE

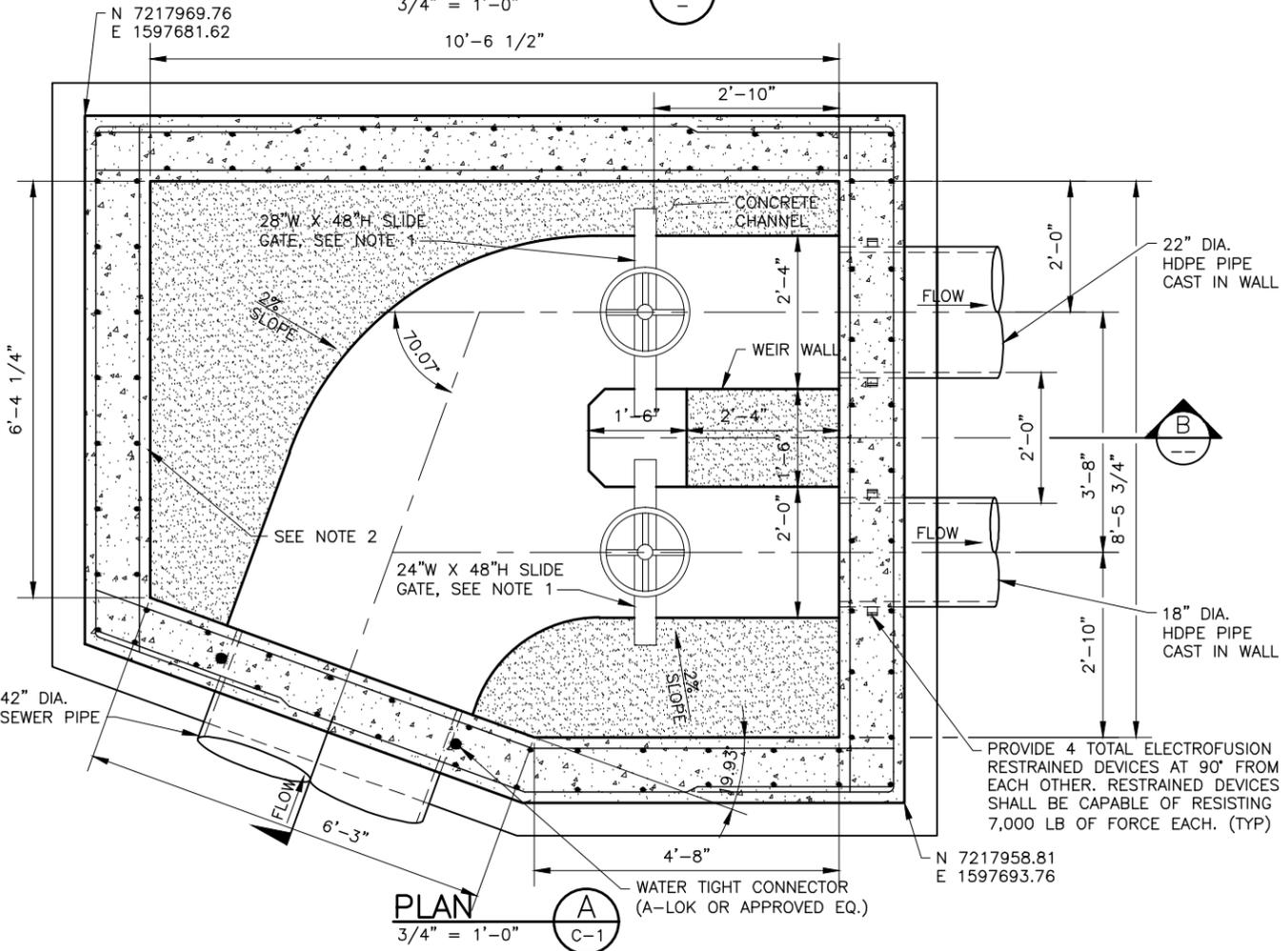
PROJECT NUMBER: 204-12-05
DATE: MAY 2013

DRAWING NO.
S-1

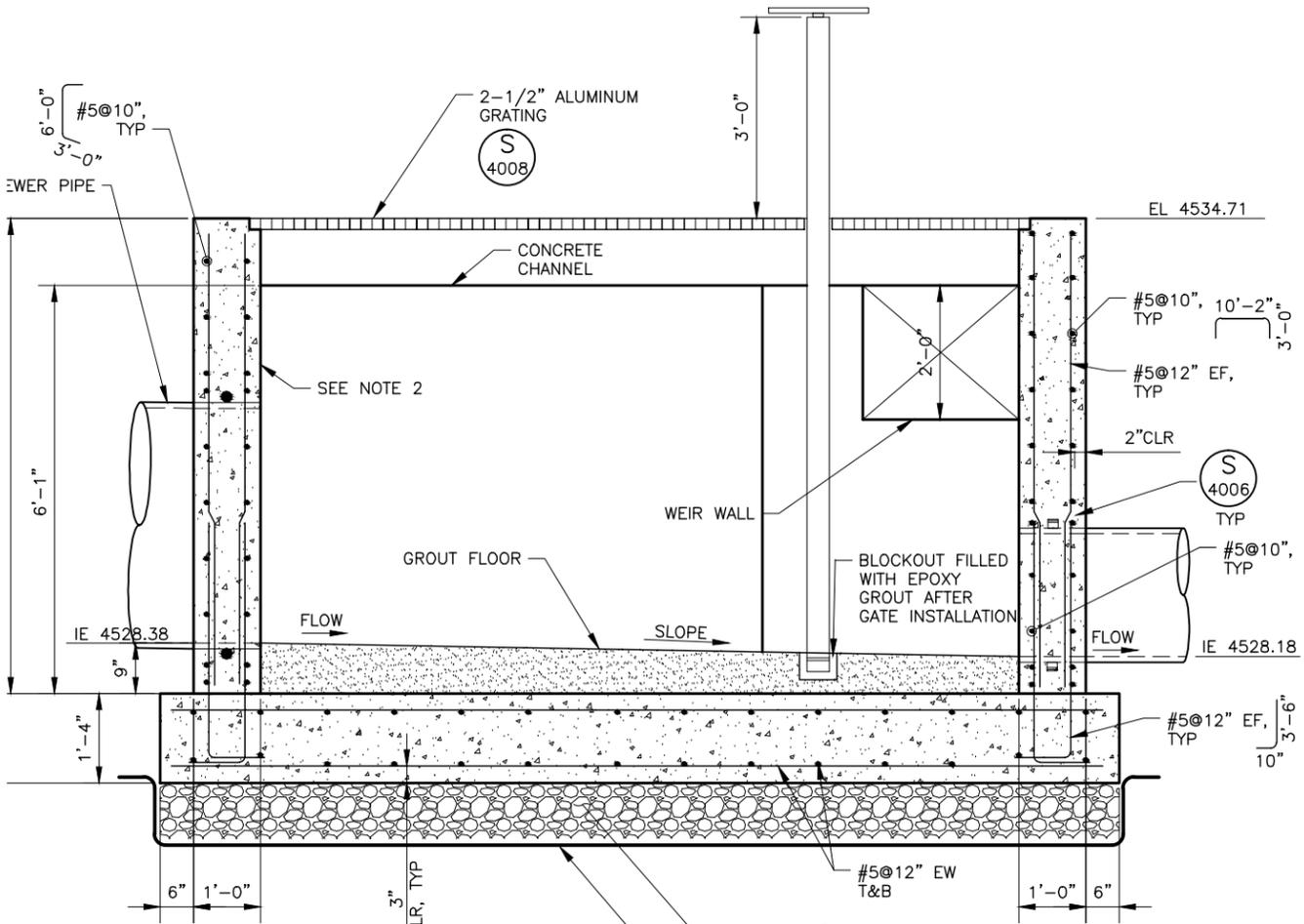
SHEET 7 OF 10



GRATING PLAN C
3/4" = 1'-0"



PLAN A
3/4" = 1'-0"



SECTION B
3/4" = 1'-0"

- NOTES:**
1. SLIDE GATES SHALL BE (2) FRESNO 8200 SERIES EMBEDDED FRAME NON-RISING STEM #316 STAINLESS STEEL FR/FSTR WITH REMOVABLE HAND WHEEL AS OPERATOR. STEM SHALL NOT PROTRUDE THROUGH FLOW LINE OF PIPE WHEN THE GATE IS OPEN. INSTALL PER MANUFACTURER'S REQUIREMENTS. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO SPANISH FORK CITY FOR APPROVAL PRIOR TO FABRICATION. SET GATE TO STOP OPENING 24 INCHES ABOVE FLOOR ELEVATION.
 2. AN ACID RESISTANT COATING SHALL BE USED ON ALL CONCRETE COMPONENTS OF THE DIVERSION STRUCTURE TO RESIST SULFURIC ACID ATTACK PER SECTION 09 10 00.
 3. SLIDE GATES (FRAME AND STEM) EXTEND THROUGH DECKING WITH A MAXIMUM 1/4" GAP BETWEEN GRATING AND GATE. PROVIDE REMOVABLE 1/4" THICK ALUMINUM PLATE TO COVER PENETRATION HOLE IF NECESSARY (TYP).

Bowen Collins & Associates, Inc.
Professional Engineering

#343839
REGISTERED PROFESSIONAL ENGINEER
STATE OF UTAH
5/16/2013

NO.	DATE	REV. BY	DESCRIPTION

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING

REVIEW
CHECKED: M. STAYNER
APPROVED: C. BAGLEY

DESIGN
DESIGN: B. PACKER
DRAWN: S. RIGGS

SPANISH FORK CITY
1850 N SEWER SIPHON
SPANISH FORK, UT

STRUCTURAL
INVERTED SIPHON INLET STRUCTURE

PROJECT 204-12-05
NUMBER

DATE: MAY 2013

DRAWING NO.
S-2

SHEET 8 OF 10



TO: Honorable Mayor and Esteemed City Council
FROM: Dave Anderson, Community Development Director
DATE: July 11, 2013
RE: Proposed Title 15 Amendments

Accompanying this report is a memorandum that details proposed changes to Title 15. A public hearing is scheduled for your July 16 meeting to review and potentially act on making these changes. The Planning Commission reviewed this proposal on July 10 and recommended that it be approved. Draft minutes from the Planning Commission meeting will be available before your meeting.

attachments: proposed Amendments





TO: Spanish Fork City Council
FROM: Dave Anderson, Community Development Director
DATE: June 20, 2013
RE: Proposed Changes to Title 15

15.3.24.030 (3)(c)(4)

4. Roofing - Homes in the development shall have at least a 6/12 pitched roof **on the main portion of the roof unless it is determined by the Community Development Department that a lesser pitched roof is essential to maintain the integrity of a particular architectural style and that the style is a substantial improvement to what would be built in a standard subdivision.**

15.3.24.090

A. Accessory Structures:

1. All accessory structures must meet the following requirements:

a. All accessory structures are required to obtain a building permit. Permits for structures that are less than 200 square feet or are otherwise exempt from the adopted building code, as set forth in '14.04.010, are free of charge.

b. All detached accessory structures must be located behind the front wall plane of the principal structure.

c. Where property abuts against I-15 or U.S. Highway 6, accessory structures have no required set back from the I-15 or Highway 6 right-of-ways.

d. The combined square footage of all detached accessory structures shall not exceed ~~the greater of 500 square feet or~~ fifteen percent (15%) of the total lot area if the structure is entirely within the setbacks for the principal structure or ten percent (10%) of the total lot area if the structure is located elsewhere on the lot.

e. If any accessory structure must be removed, relocated, or otherwise modified in any manner in order to access public utilities, the property owner shall bear the full expense of such removal, relocation or modification, together with all costs of restoration.

f. Accessory structures located on a corner lot shall meet the same front, rear, and side setbacks as required for accessory structures on an interior lot. Accessory structures located behind the front plane of the house and within twenty (20) feet a public right-of-way shall be architecturally compatible with the primary structure on the lot. The second clear vision area as addressed in '15.4.16.150 needs to be maintained at all times.

g. The minimum front setback for detached accessory structures shall conform to the minimum front setback for the existing principal structure and shall be set at least five (5) feet, **measured from eave to eave**, from all structures on the property.

h. Accessory structures **that meet the setback requirement for the principal building** ~~located within the standard setback for a principal building within a zone~~ may be allowed to meet the maximum height allowed in that zone.



- i. The maximum height for detached accessory structures shall be **twenty (20) fifteen (15)** feet to the peak of the roof measured from the finish grade (measured 5-feet from the proposed structure). **Any structures taller than fifteen (15) feet shall have a roof pitch of no less than 4/12.**
 - j. Properties over one-half acre in size can increase the maximum height to twenty-four (24) feet by having the rear and side setbacks the same as the building height.
2. Structures that are 200 square feet and less in area and are less than five (5) feet from the property line must meet the following additional requirements:
 - a. Structures with a wall height of eight (8) feet or less and a maximum peak height of twelve (12) feet may be constructed with no side or rear setback from property lines as long as the structure is constructed so all water runoff from the accessory structure does not flow onto adjoining properties. In no case may any portion of a structure extend beyond the property line.
 3. Structures larger than 200 square feet in area must meet the following additional requirements:
 - a. Meet all adopted building code regulations as set forth in '14.04.010.
 - b. Must maintain a minimum setback of five (5) feet to the side or rear property line with a maximum one (1) foot overhanging eave.
 - c. Be anchored to concrete footings as outlined in the adopted building code as set forth in '14.04.010.
 - d. Accessory structures over 200 square feet in size that are located between the front and back planes of the house must be architecturally compatible with the principal structure.
 - ~~e. Meet fire and building code requirements.~~

ORDINANCE NO. 10-13

ROLL CALL

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

I MOVE this ordinance be adopted: Council member

I SECOND the foregoing motion: Council member

ORDINANCE No. 10-13

AN ORDINANCE AMENDING PROVISIONS OF THE CITY BID AND CHANGE ORDER REQUIREMENTS TO PROVIDE BETTER EFFICIENCIES

WHEREAS, Spanish Fork City has adopted a formal purchasing system in order to comply with state law and provide efficiencies; and

WHEREAS, amendments need to be made from time to time in order to remain in compliance with the law and provide greater efficiencies; and

WHEREAS, the City policy seeks to assure City Council control of the budget, while allowing projects to be bid and awarded in a timely manner to complete the projects and avoid taking administrative details to the Council; and

WHEREAS, allowing bids and change orders to be approved by staff within parameters established by the Council and in conjunction with the approved budget provides more efficiency and takes less time, while keeping projects and budgets within the control of the Council;

NOW THEREFORE, be it ordained and enacted as follows:

I.

Spanish Fork Municipal Code §3.08.060 is hereby amended as follows:

3.08.060 Awarding of Bids and RFPs

A. Bids/Purchases in Relation to Budget

Except as otherwise required by law, building improvement or public works projects and supplies, services, and equipment, no more than **the lesser of \$10,000.00 or 10% of \$2,500.00** over the appropriation balance, and within the scope of the project, as budgeted by the City Council, may be accepted and awarded by the City Finance Director or designee. Bids which exceed the budgeted amounts by more than **the lesser of \$10,000.00 or 10% of the appropriation balance \$2,500.00** must be approved and awarded by the City Council.

B. Professional Services

Contracts for professional services in an estimated amount no more than **the lesser of \$10,000.00 or 10% of \$2,500** over the appropriation balance, and within the scope of **or related to** the project, as budgeted by the City Council, may be accepted and awarded by the City Finance Director or designee. **Bids Proposals** which exceed the budgeted amounts by more than **the lesser of \$10,000.00 or 10% of the appropriation balance \$2,500.00** must be approved and awarded by the City Council.

A. Rejection of Bids

The City Council or the City Finance Director or his/her designee, or others authorized to accept and award bids may reject any and all bids presented, and may resolicit for bids as set forth in this Chapter. The City may proceed to do any work itself after rejecting all bids, by following the procedures set forth in Utah Code Ann. §11-39-103.

B. Lowest Responsible Bidder

Except as otherwise allowed or required, the City shall award the contract or bid to the lowest responsible bidder.

C. Negotiation of Bids

Where a bid exceeds available funds and time or economic considerations preclude resolicitation of work or purchase of a reduced scope or quantity, the City Finance Director or designee may negotiate an adjustment of the bid price, including changes in the bid requirements, with the lowest responsible bidder, in order to bring the low bid within the amount of available funds.

D. Tie Bids

If two (2) or more of the bids received are for the same total amount or list price, quality and service being equal, the City Finance Director or designee may negotiate with the

bidders and obtain the best bid possible and/or give a preference to a local bidder.

E. **Single Bids**

The City Finance Director or his/her designee may require a price or cost analysis if only one bid is received. The bidder may be required to furnish a detailed cost proposal, and the bid award shall be subject to subsequent negotiation.

F. **Bonds**

Before entering a contract, the City shall have authority to require performance, payment, ~~or and~~ other bonds in such amounts as deemed necessary to protect the interests of the City. The types and amounts of the bonds to be required shall be described in the notice inviting bids.

I. **Change orders**

Change orders ~~which increase the contract price in the an~~ amount of ~~the lesser of \$10,000.00 or 10% of the contract amount \$2,500.00 or less~~ may be approved by the City Finance Director or designee, as long as the overall project budget is not exceeded by more than ~~the lesser of \$10,000.00 or 10% of the contract price, and provided further that the sum of all change orders does not increase the contract price by more than the lesser of \$10,000.00 or 10% of the contract amount \$2,500.00~~. Line item change orders may be approved by the City Finance Director or designee as long as the overall project budget is not exceeded by more than ~~the lesser of \$10,000.00 or 10% of the contract price \$2,500.00~~.

II.

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

DATED this 16th day of July, 2013.

G. WAYNE ANDERSEN, Mayor

Attest:

Kent R. Clark, City Recorder



TO: Honorable Mayor and Esteemed City Council
FROM: Dave Anderson, Community Development Director
DATE: July 11, 2013
RE: Proposed Muhlestein Subdivision

Accompanying this report is a set of plans for the Muhlestein Subdivision. These plans conform to the requirements for subdivisions in the City's R-1-15 zone. Staff understands that the Council directed the applicant to modify a previous proposal to meet the R-1-15 requirements. As the plat now appears to meet the R-1-15 requirements, staff believes this Preliminary Plat is ready for approval.

attachments: proposed Preliminary Plat



MUHLESTEIN MEADOWS SUBDIVISION

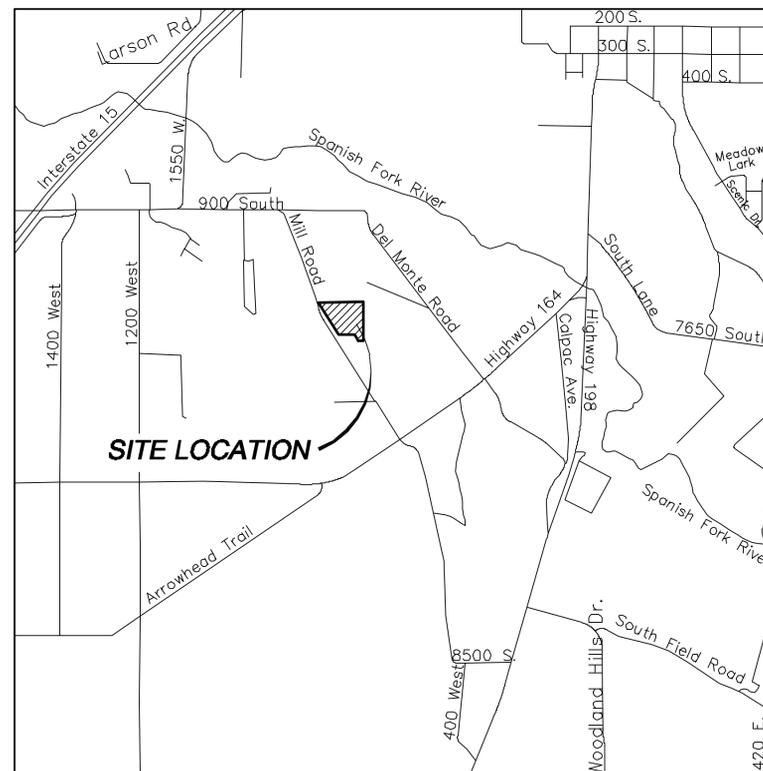
A RESIDENTIAL SUBDIVISION

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
PI-01	OFFSITE PRESSURIZED IRRIGATION



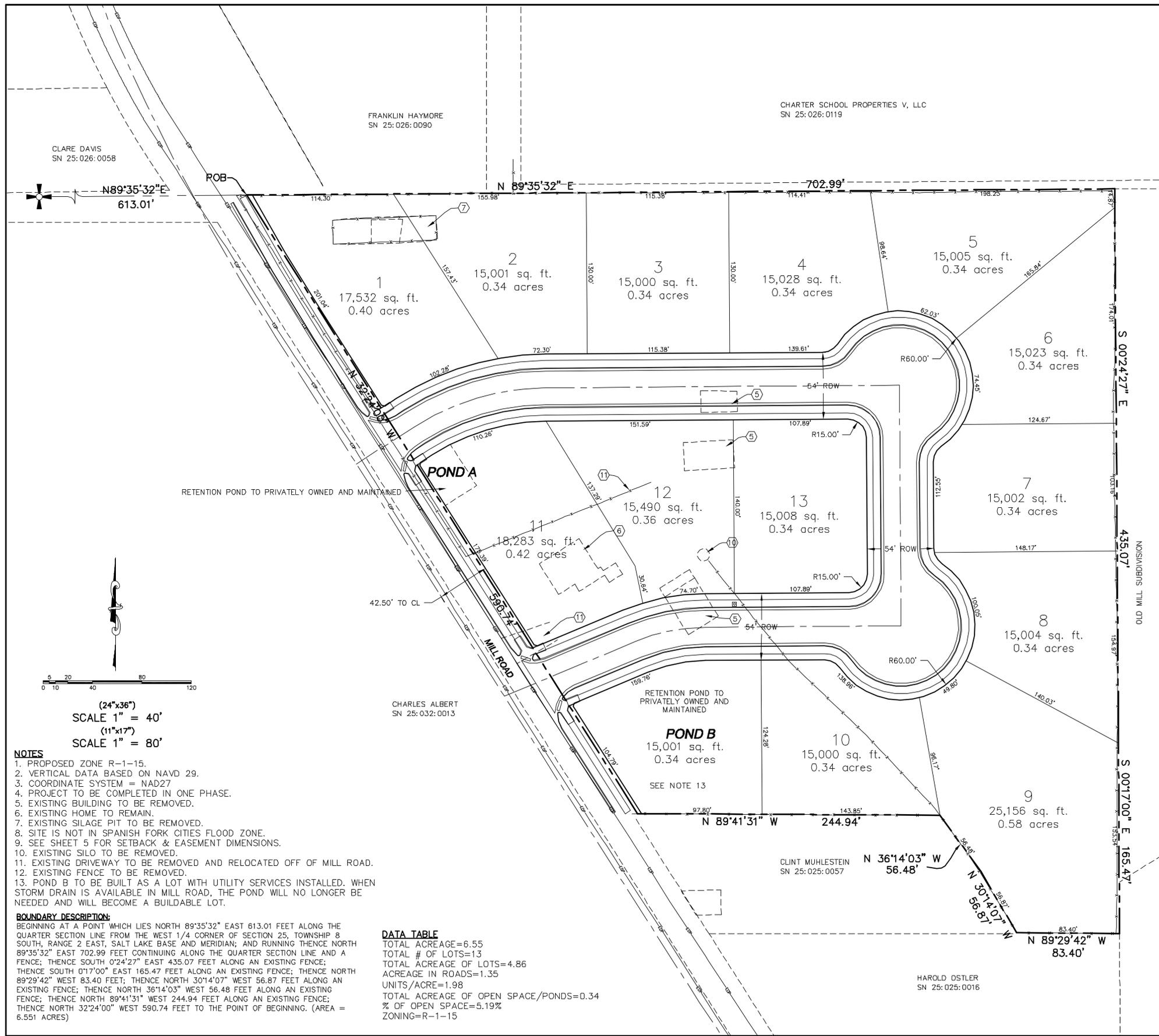
VICINITY MAP
-NTS-

*ALL CONSTRUCTION WILL CONFORM TO SPANISH FORK CITY CONSTRUCTION STANDARDS.

**MUHLESTEIN MEADOWS
SUBDIVISION**



PHONE: 801-655-0566
FAX: 801-655-0109
507 NORTH 1500 WEST
OREM, UT 84057



CHARTER SCHOOL PROPERTIES V, LLC
SN 25:026:0119

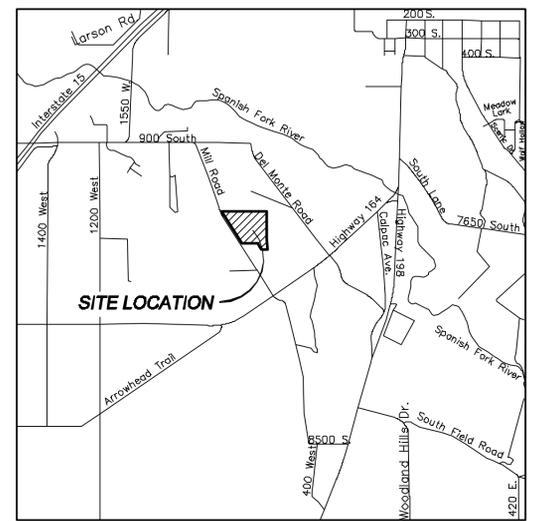
CLARE DAVIS
SN 25:026:0058

FRANKLIN HAYMORE
SN 25:026:0090

CHARLES ALBERT
SN 25:032:0013

CLINT MUHLESTEIN
SN 25:025:0057

HAROLD OSTLER
SN 25:025:0016



VICINITY MAP
-NTS-

LEGEND

	SECTION CORNER
	FOUND ALUMINUM CAP
	SET 5/8" IRON PIN
	CALCULATED POINT, NOT SET
	EXISTING POWER POLE
	PROPOSED STREET LIGHT
	PROPOSED FIRE HYDRANT
	PROPOSED SIGN
	PROPOSED STREET SIGN
	PROPERTY BOUNDARY
	CENTERLINE
	RIGHT-OF-WAY LINE
	LOT LINE
	SECTION LINE
	EASEMENT
	EXISTING DEED LINE
	EDGE OF PAVEMENT
	EXISTING OVER HEAD POWER
	EXISTING FENCE LINE
	EXISTING DITCH
	EXISTING SANITARY SEWER W/MANHOLE
	PROPOSED STORM DRAIN
	PROPOSED PVC SDR-35 SEWER W/MH
	PROPOSED CHUMINARY WATERLINE
	PROPOSED PRESSURIZED IRRIGATION

OWNER/DEVELOPER
DEAN INGRAM
733 NORTH MAIN
SPANISH FORK, UT 84660

SURVEYOR CERTIFICATE
I, BARRY L. PRETTYMAN, A LICENSED SURVEYOR HOLDING CERTIFICATE NO 166406, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS PREPARED FROM A FIELD SURVEY MADE UNDER MY DIRECTION AND CORRECTLY SHOWS THE DIMENSIONS AND MONUMENTS OF THE ABOVE DESCRIBED PARCEL OF LAND TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BARRY L. PRETTYMAN DATE

SHEET NO.
2

NO.	REVISIONS	BY	DATE
12			
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1			

PRELIMINARY PLAT
OVERALL BOUNDARY
SPANISH FORK, UTAH

MUHLESTEIN MEADOWS
SUBDIVISION
ATLAS
ENGINEERING
L.L.C.

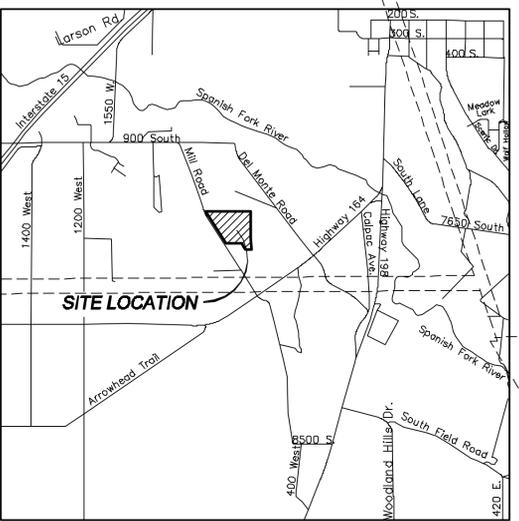
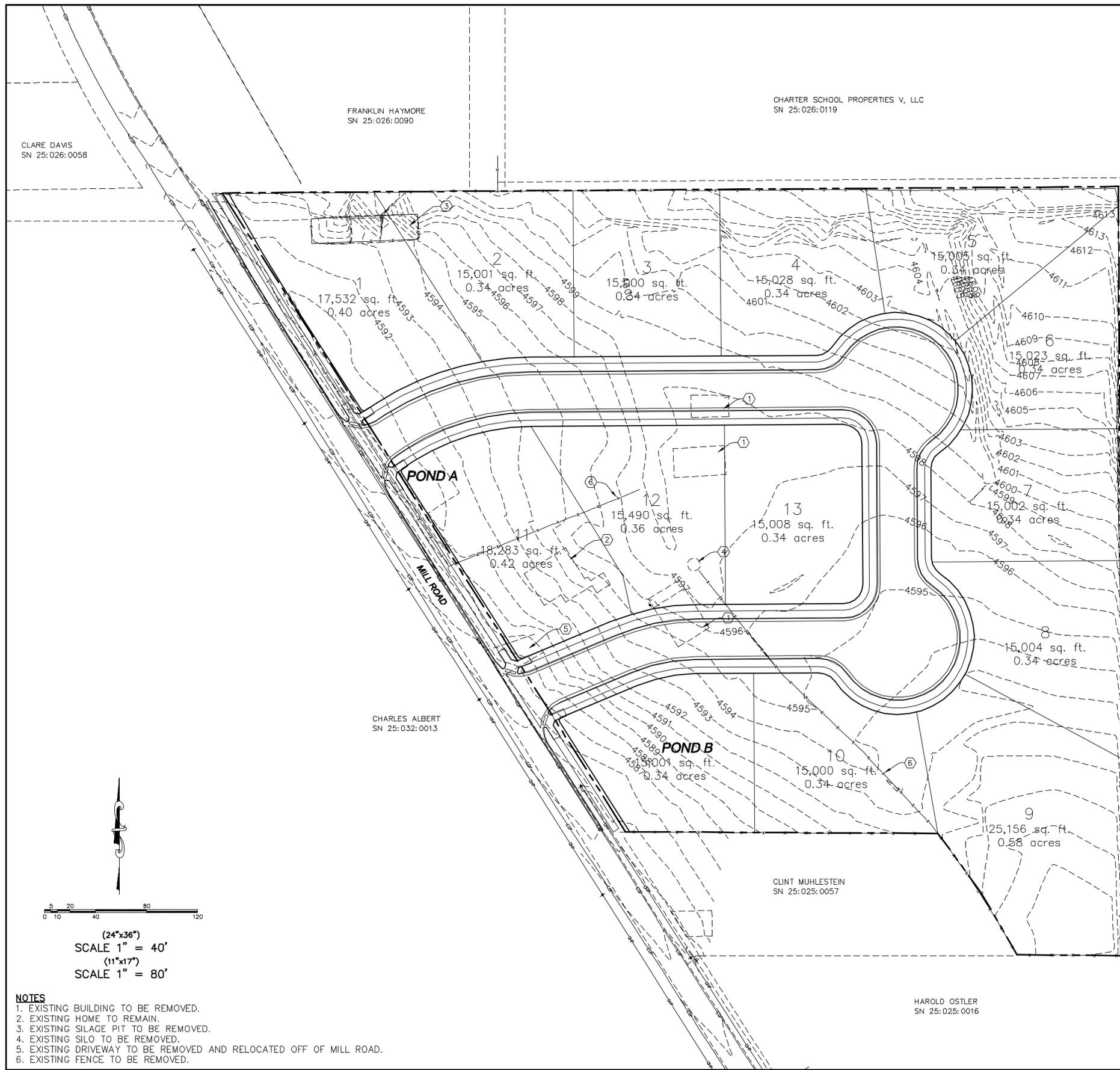


- NOTES**
- PROPOSED ZONE R-1-15.
 - VERTICAL DATA BASED ON NAVD 29.
 - COORDINATE SYSTEM = NAD27
 - PROJECT TO BE COMPLETED IN ONE PHASE.
 - EXISTING BUILDING TO BE REMOVED.
 - EXISTING HOME TO REMAIN.
 - EXISTING SILAGE PIT TO BE REMOVED.
 - SITE IS NOT IN SPANISH FORK CITIES FLOOD ZONE.
 - SEE SHEET 5 FOR SETBACK & EASEMENT DIMENSIONS.
 - EXISTING SILO TO BE REMOVED.
 - EXISTING DRIVEWAY TO BE REMOVED AND RELOCATED OFF OF MILL ROAD.
 - EXISTING FENCE TO BE REMOVED.
 - POND B TO BE BUILT AS A LOT WITH UTILITY SERVICES INSTALLED. WHEN STORM DRAIN IS AVAILABLE IN MILL ROAD, THE POND WILL NO LONGER BE NEEDED AND WILL BECOME A BUILDABLE LOT.

BOUNDARY DESCRIPTION:
BEGINNING AT A POINT WHICH LIES NORTH 89°35'32" EAST 613.01 FEET ALONG THE QUARTER SECTION LINE FROM THE WEST 1/4 CORNER OF SECTION 25, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°35'32" EAST 702.99 FEET CONTINUING ALONG THE QUARTER SECTION LINE AND A FENCE; THENCE SOUTH 0°24'27" EAST 435.07 FEET ALONG AN EXISTING FENCE; THENCE SOUTH 0°17'00" EAST 165.47 FEET ALONG AN EXISTING FENCE; THENCE NORTH 89°29'42" WEST 83.40 FEET; THENCE NORTH 30°14'07" WEST 56.87 FEET ALONG AN EXISTING FENCE; THENCE NORTH 36°14'03" WEST 56.48 FEET ALONG AN EXISTING FENCE; THENCE NORTH 89°41'31" WEST 244.94 FEET ALONG AN EXISTING FENCE; THENCE NORTH 32°24'00" WEST 590.74 FEET TO THE POINT OF BEGINNING. (AREA = 6.551 ACRES)

DATA TABLE

TOTAL ACREAGE=6.55
TOTAL # OF LOTS=13
TOTAL ACREAGE OF LOTS=4.86
ACREAGE IN ROADS=1.35
UNITS/ACRE=1.98
TOTAL ACREAGE OF OPEN SPACE/PONDS=0.34
% OF OPEN SPACE=5.19%
ZONING=R-1-15



VICINITY MAP
-NTS-

SHEET NO.

4

NO.	REVISIONS	BY	DATE
12			
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EXISTING TOPOGRAPHY

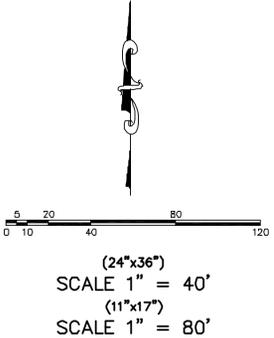
SPANISH FORK, UTAH

MUHLESTEIN MEADOWS
ATLAS SUBDIVISION

PHONE: 801-655-0566
FAX: 801-655-0109
507 NORTH 1500 WEST
OREM, UT 84057



DATE: 2/21/13 BY: [Signature] TITLE: [Signature] PROJECT: Muhlestein Subdivision L104-EXISTING TOPOGRAPHY.dwg - 6/28/2013 8:35:30 AM MDT

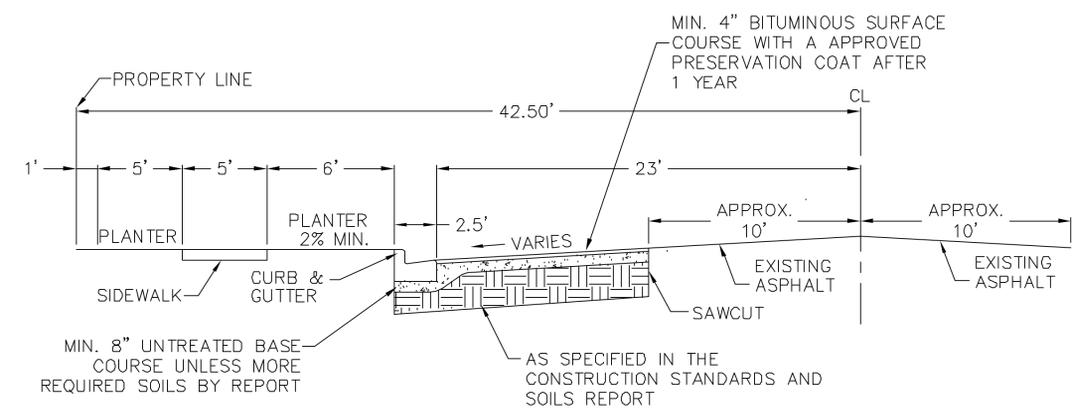


- NOTES**
1. EXISTING BUILDING TO BE REMOVED.
 2. EXISTING HOME TO REMAIN.
 3. EXISTING SILAGE PIT TO BE REMOVED.
 4. EXISTING SILO TO BE REMOVED.
 5. EXISTING DRIVEWAY TO BE REMOVED AND RELOCATED OFF OF MILL ROAD.
 6. EXISTING FENCE TO BE REMOVED.

NO.	REVISIONS	BY	DATE
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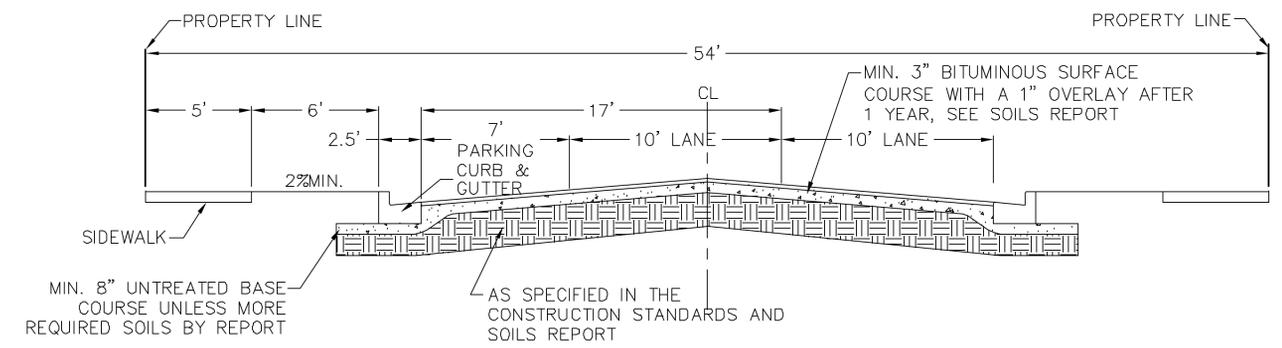
DETAIL SHEET

SPANISH FORK, UTAH



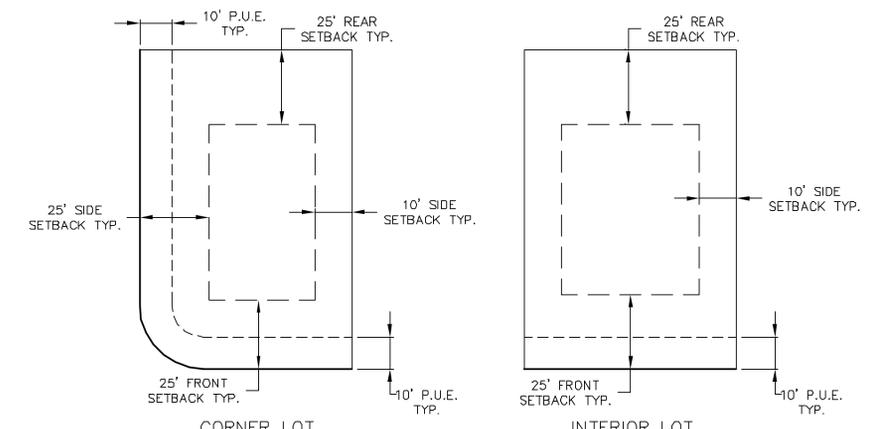
85' COLLECTOR ROW-TYPICAL (MILL ROAD)

-NTS-



54' ROW-TYPICAL

-NTS-



*A 10' P.U.E. IS REQUIRED ON ONE SIDE OF ALL PROPERTY LINES.

DETAIL-TYP. BUILDING SETBACK & EASEMENT

-NTS-

MUHLESTEIN MEADOWS SUBDIVISION

ATLAS ENGINEERING L.L.C.

PHONE: 801-655-0566
 FAX: 801-655-0109
 507 NORTH 1500 WEST
 OREM, UT 84057

6/28/2013 8:39:17 AM MIT

CHARLES ALBERT
SN 25:032:0013

15,001 sq. ft.
0.34 acres

10
15,000 sq. ft.
0.34 acres

9
25,156 sq. ft.
0.58 acres

CLINT MUHLESTEIN
SN 25:025:0057

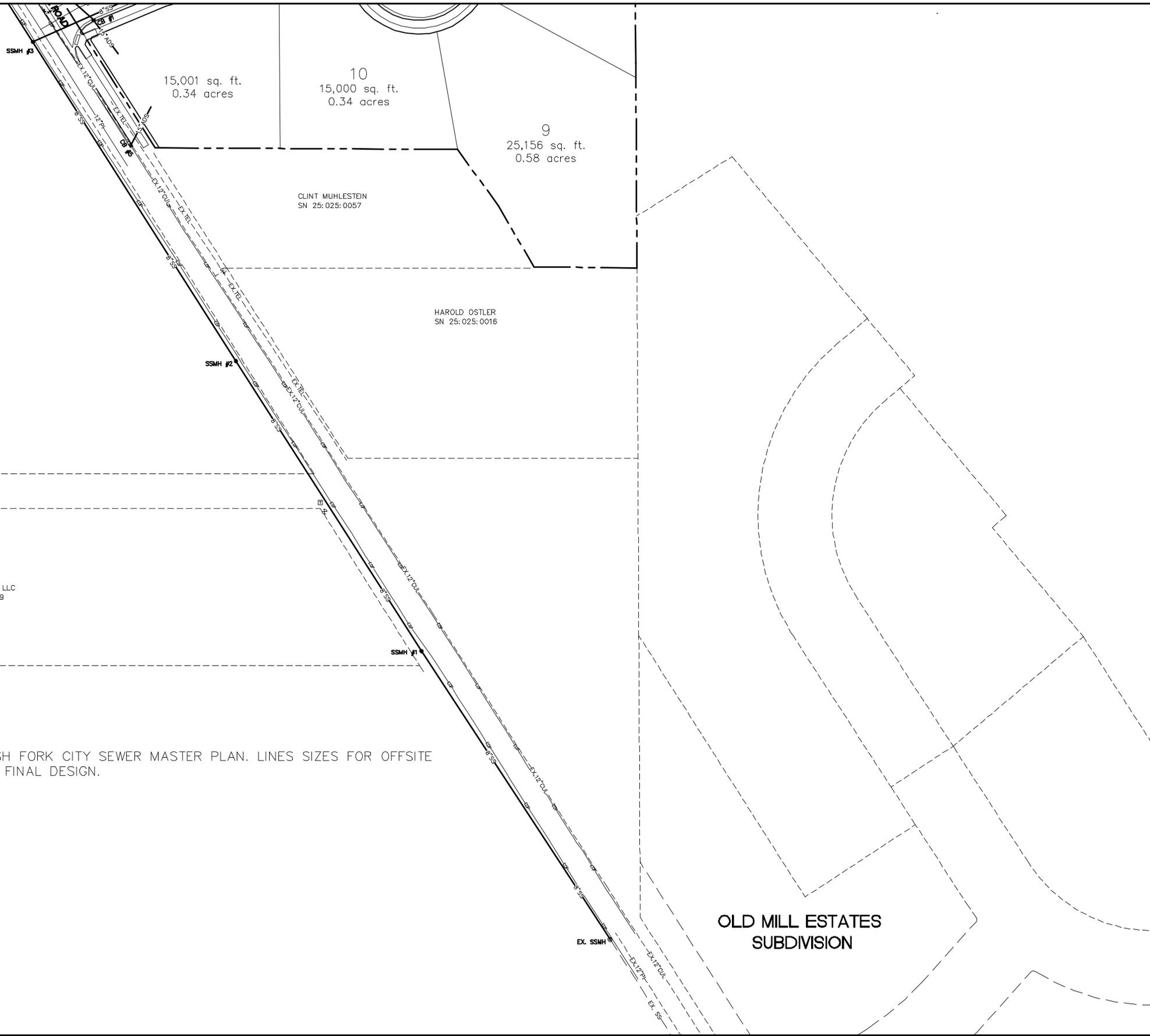
HAROLD OSTLER
SN 25:025:0016

SIMMONS LAND LLC
SN 25:025:0019

NOTE:
OFFSITE SEWER SHALL MEET SPANISH FORK CITY SEWER MASTER PLAN. LINES SIZES FOR OFFSITE SEWER SHALL BE DETERMINED WITH FINAL DESIGN.



(24"x36")
SCALE 1" = 40'
(11"x17")
SCALE 1" = 80'



OLD MILL ESTATES
SUBDIVISION

SHEET NO.

SS-01

NO.	REVISIONS	BY	DATE
12			
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1			

OFFSITE SEWER

SPANISH FORK, UTAH

MUHLESTEIN MEADOWS
ATLAS SUBDIVISION

PHONE: 801-855-0566
FAX: 801-855-0109
507 NORTH 1500 WEST
OREM, UT 84057



