



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 January 7, 2014**.

AGENDA ITEMS:

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

- a. Pledge, led by invitation
- b. Fiesta Days Rodeo Recognition

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 – Dedra Tregaskis](#)
- b. * [Agenda Request – Utah Honor Flight](#)

3. COUNCIL COMMENTS:

4. CONSENT ITEMS:

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

- a. * [Minutes of Spanish Fork City Council Meeting – December 17, 2013](#)
- b. * [IPSA Standards of Apprenticeship Agreement](#)
- c. * [Woodhouse Substation Expansion 2013 Project Change Order 2](#)
- d. * [Contract Addendum with Tenedor Concerning Water Rights](#)
- e. * [FirstWest Benefit Solutions Business Associate Agreement](#)
- f. * [Acceptance of Assignment of Contract for Sky Hawk Condominiums](#)
- g. * [Paul Prior Property Purchase for River Trail](#)

5. NEW BUSINESS:

- a. * [Resolution #14-01 Authorizing the Mayor to Execute an Interlocal Agreement Creating the Mt. Nebo Water Authority](#)
- b. Oath of Office Ceremony for the Newly Elected Officials

6. PUBLIC HEARING:

- a. * [Ordinance #01-14 Vacating a Portion of 1100 East Street](#)

7. CLOSED SESSION:

- a. Potential Litigation/Property Purchase

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.



AGENDA REQUEST FORM

Date of Meeting Requested to Attend: Thursday, Jan 7th

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

Name: Dedra Tregaskis, Imagine Children's Museum

Address: 363 S 480 W, Spanish Fork, UT

Phone Number: 385-985-0118

Please list the subject and detailed information regarding your request:

We are starting a children's museum here in Spanish Fork. We are requesting support, ideas + finances to fund our project.

<http://www.imaginemuseum.com>


Signature

1-2-14
Date



AGENDA REQUEST FORM

Date of Meeting Requested to Attend: 7 JAN 2014

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

Name: UTAH HONOR FLIGHT - ROBERT FRANZON

Address: _____

Phone Number: 801-652-2099 MOBILE

Please list the subject and detailed information regarding your request:

5 MIN VIDEO
QUESTIONS?

[Signature]
Signature

3 JAN 2014
Date

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Tentative Minutes
Spanish Fork City Council Meeting
December 17, 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; Dale Robinson, Parks & Recreation Director; Kent Clark City Recorder/Finance Director; Steve Adams, Public Safety Director; Angie Warner, Deputy Recorder.

Citizens Present: Diane L. Christensen, Rick Brandon, Diana Anderson, Ethan Powell, Jakob Zimmerle, Randi Barton, Nikolas Zimmerle, John-Michael Zimmerle, Spencer Powell, Logan Smith, Andrew Radford, Josh Musick, Amy Rasmussen, Remington Rasmussen, Milan R. Malkovich, Richard Broadbent, Brent Gordon, Kaleb Anderson, Neil Anderson, Chelsi Crockett, Adrienne Nielsen, Richard A. Evans, Sharla Thomas, M. Jay Thomas, Dave Cebrowski, Mike Mendenhall, Cary Hanks, Randi Kaufman, Jerold Seely, Trudy Seely, Unknown, Scott Dunn, Josh Jensen, Tom West, Nathan Dunn, Corbin Harrison, Logan Huhtala, Kyler M., Luke Fossat, Seth Henderson, Justin Caplin, Carrie Bringhurst, Jenna Gubler, Josh Gubler, Darla Healey, Rachellene Talbot, Unknown, Juleen Whitney, Travis Whitney, Tammy Anderson, John Anderson, Jon Haderlie.

CALL TO ORDER, PLEDGE, RECOGNITION:

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

Boy Scout Andrew Radford led in the pledge of allegiance.

Mayor Andersen recognized City Manager David Oyler. In November Mr. Oyler was the recipient of the 2013 N. Dale Wright Distinguished Alumni Award from the Romney Institute at Brigham Young University. Mayor Andersen congratulated Mr. Oyler and thanked him for his many years of service to the City.

PUBLIC COMMENTS:

Cary Hanks Director of the Spanish Fork Salem Area Chamber of Commerce announced that the Chamber Board awarded Spanish Fork City the Business of the Month award for December. Ms. Hanks thanked Mayor Andersen for everything he has done for the City. Ms. Hanks wished everyone Merry Christmas & a Happy New Year.

COUNCIL COMMENTS:

Councilman Davis announced that the SUVMWA board will have a meeting in January where they will present the recharge study. Councilman Davis invited the public to the candle light vigil at the cemetery that will be on December 24th. Councilman Davis wished all a Merry Christmas & a Happy New Year.

Councilman Leifson wished all a Merry Christmas & a Happy New Year and also reminded the citizens to drive safe in the winter weather.

49 Councilman Dart reminded the citizens that the fire alarm from the fire station will be tested on
50 New Years Day at noon. Councilman Dart wished all a Merry Christmas & a Happy New Year.

51
52 Councilman Scoubes thanked the public safety department for responding to accidents.

53
54 Mayor Andersen said the rodeo committee attended the convention in Las Vegas where they
55 signed contracts for the rodeo personnel that work for the Fiesta Days Rodeo as well as the
56 Champions Challenge.

57
58 Mayor Andersen addressed that there are some items on the agenda tonight which have
59 generated some interest and clarified that there is not a public hearing on these items. Mayor
60 Andersen said he will allow for one person to speak in favor for the item(s) and one person to
61 speak against the item(s) and he invited them to meet in the lobby to discuss their items at this
62 time.

63
64 **SPANISH FORK 101:** Parlant –Seth Perrins

65 Mr. Perrins also spoke about a new app available for residents to make requests.

66
67 **CONSENT ITEMS:**

68 Department Directors gave a brief summary of their item(s) listed below.

- 69 a. **Minutes of Spanish Fork City Council Meeting – January 11& 12, 2013; November 19,**
70 **2013**
71 b. **200 East Miscellaneous Concrete Change Order #2**
72 c. **National Guard North Substation Lease Agreement Renewal**
73 d. **Cold Springs Front Collection System and Butler Springs Pond Bid Award**

74
75 Councilman Leifson made a **Motion** to **approve** the consent items.

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

77
78 **NEW BUSINESS:**

79 **Ordinance #19-13 Amending the Home Occupation Requirements**

80 Junior Baker said at a recent meeting there was discussion about changing the home occupation
81 requirements. Mr. Baker pointed out on the draft ordinance the areas where the City Council
82 can change or leave it as is.

83
84 Jens Nielsen said they appreciate the council's consideration of this item. The discussion is
85 addressing how much square footage and how many patrons are allowed for a home occupation.
86 The square footage of the main floor of the Anderson's building is approximately 1200 square
87 feet. If it were allowed to have a dance studio the number of patrons would vary with the coming
88 and going of students.

89
90 Trudy Seely expressed that they had a frustrating experience of a neighbor having a business
91 that had more than 2 patrons. Ms. Seely would like the ordinance to stay the same to protect the
92 neighbors. Ms. Seely feels that increasing the number of patrons would open the flood gates.

93
94 Jordan Harris recently purchased property in Spanish Fork. Mr. Harris runs a photography
95 business and would like the square footage and patrons changed so he could have families come
96 to his home business.

97
98 Councilman Davis has met with both sides of this item. Councilman Davis reviewed some

99 comments and concerns. The ordinance currently states 300 square feet and 2 patrons with one
100 instructor.

101

102 Councilman Davis read some letters he received. Councilman Davis feels bad for the situation
103 the Anderson's are in but they are in a residential zone.

104

105 Councilman Dart expressed that this is a hard decision. It will affect not only that area but all
106 other residential areas as well.

107

108 Councilman Scoubes asked Mr. Baker to clarify a definition in the ordinance. Councilman
109 Scoubes commented that by the current the ordinance, for Mr. Harris, he could not have a family
110 of five come to his studio for pictures.

111

112 Councilman Leifson said that they have taken a long time on this issue because if the City
113 Council makes a change, it will affect the whole city. Councilman Leifson feels the ordinance
114 should be left as is.

115

116 Councilman Davis asked how the City would address the issues when it starts to affect
117 neighboring properties and if the Council changes the ordinance, it's hard to get it back.

118

119 Jens Nielsen asked why we can't address in the ordinance the number of cars per hour or
120 stagger the class times.

121

122 Councilman Davis asked how the City would monitor that.

123

124 Jens Nielsen said he has believed from the beginning that the ordinance could be tailored to
125 accommodate this request.

126

127 Mayor Andersen said there were two options: the zone change or the ordinance change.

128

129 Councilman Scoubes asked Ms. Seely's opinion if the 2 patrons were increased to 5 patrons.

130

131 Ms. Seely said it would increase the traffic; it would be 10 cars, 5 coming and 5 going.

132

133 Councilman Scoubes reviewed the square footage for an accessory building.

134

135 Councilman Scoubes made a **Motion** to **approve** the Ordinance #19-13 Amending the Home
136 Occupation Requirements with the amount of 400 square feet with no more than 5 patrons and
137 cars.

138

139 The **motion** died for lack of second.

140

141 Councilman Davis made a **Motion** to leave the ordinance as is.
142 Councilman Leifson **Seconded** and the motion **Passed** 4-1 with a roll call vote.

143

144 Councilman Gordon - Aye
145 Councilman Davis - Aye
146 Councilman Leifson - Aye
147 Councilman Dart -Aye
148 Councilman Scoubes - Nay

149

150 **Reagan Settlement Agreement**

151 This item

152

153 **Ordinance #20-13 Amending Title 5 Chapter 28 of the Spanish Fork Municipal Code Concerning**
154 **Sexually Oriented Businesses**

155 Junior Baker said that some years ago we dealt with this issue and feel we should adjust it. Mr.
156 Baker reviewed the following changes to the ordinance:

157

158

5.28.040 Definitions.

159

160

“Sexual device shop” means a commercial establishment that, as its principal purpose, sells or otherwise provides sexual devices. For purposes of this definition, “principal purpose” means:

161

162

1. At least 15% of the commercial establishment’s displayed merchandise consists of such items;
2. At least 15% of the wholesale or retail value of the commercial establishment’s displayed merchandise consists of such items;
3. The commercial establishment derives at least 15% of its revenues from the sale or rental, for any form of consideration, of such items;
4. The commercial establishment maintains at least 15% of its interior business space for the sale or rental of such items;
5. The display of such items is visible from any location outside the store.

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II.

172

Spanish Fork Municipal Code, 5.28.220 is hereby amended to read as follows:

173

174

Section 5.28.220 Regulations and Unlawful Activities

175

176

It is unlawful for any sexually oriented business or sexually oriented business employee to:

177

A ~ K [no change]

178

L. Sexual devices displayed for sale cannot be displayed where they would be visible from any location outside the store.

179

180

181

182 Mayor Andersen welcomed any public comment.

183

184 Chelsea Crockett complained about the new business next to McDonald’s.

185

186 Councilman Dart made a **Motion** to **approve** the Ordinance #20-13 Amending Title 5 Chapter 28
187 of the Spanish Fork Municipal Code Concerning Sexually Oriented Businesses.

188

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

189

**Skyhawk Condominiums Preliminary Plat –This proposal would permit an existing commercial
190 building at 300 North Main Street to be subdivided into individual units**

191

192 Dave Anderson explained that the owner of the building located at 300 North Main Street would
193 like to subdivide it into 10 units and sell them as separate units. The Development Review
194 Committee & Planning Commission recommends approval with the following conditions:

195

- 196 1. That the applicant provide plans prepared by a licensed architect that identify the
197 modifications that need to be made to the building for it to meet the Building Code
198 requirements for condominiums.
- 199 2. That the applicant make the needed modifications to the building as identified by a
200 licensed architect and approved by the City’s Building Official.
- 201 3. That the applicant revise the cross access and parking agreement to include the
202 HOA.
- 203 4. That the applicant meet the City’s Construction Standards.

204

205 Councilman Gordon made a **Motion** to **approve** the Skyhawk Condominiums Preliminary Plat
206 permitting an existing commercial building at 300 North Main Street to be subdivided into
207 individual units with the 4 conditions.

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

209

210 **Elsie S. Thomas Annexation Acceptance –It is proposed that the City Council accept this**
211 **Annexation for further study**

212 Dave Anderson explained that when someone applies for annexation it is first presented to City
213 council to seek approval for further study and it will go through a process and come back later for
214 final approval.

215

216 Councilman Dart asked what it will be zoned.

217

218 Dave Anderson said right now they are looking at R-1-8.

219

220 Councilman Dart asked about the future interchange that is possibly being planned.

221

222 Dave Anderson said they will discuss that during the study.

223

224 Councilman Leifson made a **Motion** to **approve** the Elsie S. Thomas Annexation for further study.

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

226

227 **FY 2013 Independent Audit**

228 Kent Clark presented and reviewed the audit report to the council.

229

230 Jon Haderlie from Larson & Company stated the independent auditing firm gives the city the
231 highest audit opinion. Their independent opinion is an 'unqualified opinion'. He also reviewed the
232 Management Letter with the City Council. There were no findings.

233

234 Councilman Davis made a **Motion** to **approve** the FY 2013 Independent Audit.

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

236

237 **Request to continue proposed Zone Change for Park View Townhome Development located at**
238 **200 West Volunteer Drive.**

239 Dave Anderson said this item was tabled for 60 days and that time is almost up. The applicant is
240 requesting an additional 60 days.

241

242 Councilman Davis made a **Motion** to continue this matter indefinitely.

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

244

245 **ADJOURN:**

246 Councilman Dart made a **Motion** to **adjourn**.

247 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 8:04p.m.

248

249 **ADOPTED:**

250

251

Angie Warner, Deputy Recorder



Memo

To: Mayor and City Council
From: Chris Thompson P.E., Public Works Director/City Engineer
Date: January 7, 2014
Re: IPSA Standards of Apprenticeship Agreement

Staff Report

RECOMMENDED ACTION

Approval of agreement.

RECOMMENDED MOTION

I recommend we approve the IPSA Standards of Apprenticeship Agreement.

BACKGROUND

The Intermountain Power Superintendents Association (IPSA) establishes standards of apprenticeship with the Federal Bureau of Apprenticeships.

DISCUSSION

This agreement was last updated approximately 8 years ago. The number of total apprenticeship hours has not changed but changes have been made by category. Each city must adopt these standards before submitting to the federal government.

Attached: request letter, agreement



Intermountain Power Superintendent Association
Attention: Brent Thomas
198 South 200 West
Bountiful, UT 84010



Bruce Turner, Chairman

Rod Olsen, Vice Chairman

Brandon Graham, Secretary

Brent Thomas, Treasurer

December 13, 2013

To Whom it May Concern,

The Intermountain Power Superintendents Association (IPSA) works with the Department of Labor (DOL) to set "Standards of Apprenticeship" for our Lineman, Substation Technician, and Meter Technician Apprentices. These standards outline our Apprenticeship program. The DOL is requiring IPSA to renew these Standards, because of new regulations in place since 2009. This renew process requires each agency under the IPSA umbrella to review the standards and sign Appendix E. I have attached a copy of the Standards for your review and Appendix E for your signing.

Along with the renewal of the Standards, the DOL is requiring IPSA to submit a wage schedule for each occupation. According to the DOL "This can be the low end of the combined wages for each signatory agency but must be a set wage for each period. The signatory can pay more than the set wage but not less."

Please submit, on letterhead, the required wage information for each occupation along with a signed copy of Appendix E by *December 24, 2103*. This information can be email to me at lundberg.jodi@gmail.com, faxed to 435-753-0169, or mailed to IPSA c/o Jodi Lundberg, 269 N 500 W, Logan, UT 84321.

I appreciate your quick response to this matter. If you have any questions or concerns, you can contact me at 435-881-7373 or lundberg.jodi@gmail.com. Or Dave Atkinson, IPSA Apprenticeship Chairman, at datkinson@provo.utah.gov or 801-852-6850.

Regards,

Jodi Lundberg
IPSA Program Coordinator

Appendix E

EMPLOYER ACCEPTANCE AGREEMENT

ADOPTED BY

**Intermountain Power Superintendents
Association**

DEVELOPED IN COOPERATION WITH THE

**U. S. DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP**

Steven D. Opitz, Regional Director

Registration Date

UT001860002
Registration Number

Appendix E

EMPLOYER ACCEPTANCE AGREEMENT

The foregoing undersigned employer hereby subscribes to the provisions of the Apprenticeship Standards formulated and registered by the **Intermountain Power Superintendents Association** and agrees to carry out the intent and purpose of said standards and to abide by the rules and decisions of the JATC established under these apprenticeship standards. We have been furnished a true copy of the standards and have read and understood them, and do hereby request certification to train apprentices under the provisions of these standards, with all attendant rights and benefits thereof, until cancelled voluntarily or revoked by the JATC or registration agency. On-the-job, the apprentice is hereby guaranteed assignment to a skilled and competent journeyworker and is guaranteed that the work assigned to the apprentice will be rotated so as to ensure training in all phases of work. The employer further agrees to accept for employment apprentices who are selected and referred to him/her by the JATC to the extent appropriate employment opportunities are available.

Signed: _____ Date: _____

Title: _____

Name of Company:

Address:

City/State/Zip Code: City, State Zip Code

Phone Number: () -

Disposition:

Original –

Copies – Employer, and Registration Agency

**REVISION
STANDARDS OF APPRENTICESHIP**

DEVELOPED BY

**Intermountain Power Superintendent
Association**

FOR THE OCCUPATION(S) OF

Electrician, Substation O*NET-SOC CODE: 47-2095.00, RAPIDS CODE: 0166

Line Maintainer (Lineman) O*NET-SOC CODE: 49-9052.00, RAPIDS CODE: 0283

Meter Technician O*NET-SOC CODE: 49-9012.01, RAPIDS CODE: 0151

APPROVED BY

**U. S. DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP**

Steven D. Opitz, Regional Director

Revision Date

2/18/1986

Original Registration Date

UT001860002

Registration Number

The legal requirements related to apprenticeship that apply to registered apprenticeship programs are contained in 29 U.S.C. 50 and Title 29, CFR parts 29 and 30. Every effort has been made to ensure that the information in these apprenticeship standards is accurate and up-to-date.

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FOREWORD

These Intermountain Power Superintendents Association apprenticeship standards have as their objective, the training of Electrician, Substation, Line Maintainer, Meter Technician skilled in all phases of the industry. The JATC recognizes that in order to accomplish this, there must be well-developed on-the-job learning combined with related instruction.

This recognition has resulted in the development of these standards of apprenticeship. They were developed in accordance with the basic standards recommended by the U.S. Department of Labor, Office of Apprenticeship, as a basis from which the sponsor can work to establish an apprenticeship training program that meets the particular needs of the area.

DEFINITIONS

APPRENTICE: Any individual employed by the employer meeting the qualifications described in the standards of apprenticeship who has signed an apprenticeship agreement with the local sponsor providing for training and related instruction under these standards, and who is registered with the registration agency.

APPRENTICE ELECTRONIC REGISTRATION (AER): Is an electronic tool that allows for instantaneous transmission of apprentice data for more efficient registration of apprentices and provides program sponsors with a faster turnaround on their submissions and access to their apprenticeship program data.

APPRENTICESHIP AGREEMENT: The written agreement between the apprentice and the sponsor setting forth the responsibilities and obligations of all parties to the apprenticeship agreement with respect to the apprentice's employment and training under these standards. Each apprenticeship agreement must be registered with the registration agency.

APPRENTICESHIP COMMITTEE (COMMITTEE): Apprenticeship Committee (Committee) means those persons designated by the sponsor to act as an agent for the sponsor in the administration of the program. A committee may be either joint or non joint as follows:

- (1) A joint committee is composed of an equal number of representatives of the employer(s) and of the employees represented by a bona fide collective bargaining agent(s).
- (2) A non-joint committee which may also be known as a unilateral or group non-joint (may include workers) committee has employer representatives but does not have a bone fide collective bargaining agent as a participant.

CERTIFICATE OF COMPLETION OF APPRENTICESHIP: The Certificate of Completion of Apprenticeship issued by the registration agency to those registered apprentices certified and documented as successfully completing the apprentice training requirements outlined in these standards of apprenticeship.

COORDINATOR: Means the person designated by the local JATC to perform the duties stated in the standards of apprenticeship.

ELECTRONIC MEDIA: Media that utilize electronics or electromechanical energy for the end user (audience) to access the content; and includes, but is not limited to, electronic storage media, transmission media, the Internet, extranet, lease lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic media and/or interactive distance learning.

EMPLOYER: Means any person or organization employing an apprentice whether or not such person or organization is a party to an apprenticeship agreement with the

apprentice.

JOB CORPS CENTERS: Any of the Federally-funded Job Corps Centers throughout the U.S. and Puerto Rico. Job Corps annually serves approximately 65,000 youth and young adults between 16-24 years of age. Sponsors who wish to hire Job Corps graduates trained in any occupation covered under these standards, and who meets the minimum qualifications for apprenticeship, may do so via the Direct Entry provision described in Appendix D Selection Procedures.

JOURNEYWORKER: A worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required for the occupation. (Use of the term may also refer to a mentor, technician, specialist or other skilled worker who has documented sufficient skills and knowledge of an occupation, either through formal apprenticeship or through practical on-the-job experience and formal training.)

O*NET-SOC CODE: The Occupational Information Network (O*NET) codes and titles are based on the new Standard Occupational Classification (SOC) system mandated by the federal Office of Management and Budget for use in collecting statistical information on occupations. The O*NET classification uses an 8-digit O*NET-SOC code. Use of the SOC classification as a basis for the O*NET codes ensures that O*NET information can be readily linked to labor market information such as occupational employment and wage data at the national, State, and local levels.

ON-THE-JOB LEARNING (OJL): Tasks learned on-the-job in which the apprentice must become proficient before a completion certificate is awarded. The learning must be through structured, supervised work experience.

PROGRAM SPONSOR: The sponsor in whose name the standards of apprenticeship will be registered, and which will have the full responsibility for administration and operation of the apprenticeship program.

PROVISIONAL REGISTRATION: Means the one year initial provisional approval of newly registered programs that meet the required standards for program registration, after which program approval may be made permanent, continued as provisional, or rescinded following a review by the registration agency, as provided for in the criteria describe in §29.3 (g) and (h).

REGISTERED APPRENTICESHIP PARTNERS INFORMATION DATA SYSTEM (RAPIDS): The Federal system which provides for the automated collection, retention, updating, retrieval and summarization of information related to apprentices and apprenticeship programs.

REGISTRATION AGENCY: Means the U.S. Department of Labor, Office of Apprenticeship or a recognized State Apprenticeship Agency that has responsibility for registering apprenticeship programs and apprentices; providing technical assistance; conducting reviews for compliance with Title 29, CFR parts 29 and 30 and quality

assurance assessments.

RELATED INSTRUCTION: An organized and systematic form of instruction designed to provide the apprentice with the knowledge of the theoretical and technical subjects related to the apprentice's occupation. Such instruction may be given in a classroom, through occupational or industrial courses, or by correspondence courses of equivalent value, electronic media, or other forms of self-study approved by the registration agency.

STANDARDS OF APPRENTICESHIP: This entire document including all appendices and attachments hereto, and any future modifications or additions approved by the registration agency.

SUPERVISOR OF APPRENTICE(S): An individual designated by the program sponsor to supervise or have charge and direction of an apprentice.

TIME-BASED OCCUPATION: The time-based approach measures skill acquisition through the individual apprentice's completion of at least 2,000 hours of on-the-job learning as described in a work process schedule.

TRANSFER: A shift of apprenticeship agreement from one program to another or from one employer within a program to another employer within that same program, where there is agreement between the apprentice and the affected apprenticeship committee or program sponsor.

SECTION I – PROGRAM ADMINISTRATION

Program sponsors, at their discretion, may establish an Joint Apprenticeship Training Committee (JATC) to carry out the responsibilities and duties required of a program sponsor as described in these standards of apprenticeship. If an JATC is established by the program sponsor, a list of the membership and the areas of expertise they represent must be provided to the registration agency. While the Office of Apprenticeship recommends that program sponsors utilize the services of a JATC, a sponsor may also elect to administer the program without the services of an JATC.

Structure of the Joint Apprenticeship and Training Committee (JATC)

- A. Members of the JATC will be selected by the groups they represent.
- B. Membership will be composed of an equal number of representatives of the employer(s) and of the employees represented by a bona fide collective bargaining agent(s).
- C. Technical Assistance - such as that from the U.S. Department of Labor, Office of Apprenticeship, State Apprenticeship Agencies, and vocational schools - may be requested to advise the JATC.

Administrative Procedures:

- A. The JATC will elect a Chairperson and a Secretary, and will determine the time and place of regular meetings which will take place every Frequency month(s).
- B. The Chairperson and Secretary will have the power to vote on all questions affecting apprenticeship.
- C. The Chairperson and Secretary should rotate among members of the JATC.

Responsibilities of the Joint Apprenticeship and Training Committee:

- A. Cooperate in the selection of apprentices as outlined in this program.
- B. Ensure that apprentices are under written apprenticeship agreements and register the local apprenticeship standards and agreements with the appropriate registration agency.
- C. Review and recommend apprenticeship activities in accordance with this program.

- D. Establish the minimum standards of education and experience required of apprentices.
- E. Meet at least every Frequency month(s) to review records and progress of each apprentice in training and recommend improvement or modification in training schedules, schooling and other training activities. Written minutes of the meeting will be kept.
- F. Determine the quality and quantity of experience on the job which apprentices should have and to make every effort toward their obtaining it.
- G. Hear and resolve all complaints of violation of apprenticeship agreements.
- H. Arrange tests or evaluations for determining the apprentice's progress in manipulative skills and technical knowledge.
- I. Maintain a record of all apprentices, showing their education, experience, and progress in learning the occupation.
- J. Determine the physical fitness of qualified applicants to perform the work of the occupation that may require a medical examination prior to their employment as apprentices.
- K. Advise apprentices on the need for accident prevention and provide instruction with respect to safety in the workplace.
- L. Certify that apprentices have successfully completed their apprenticeship program.
- M. Notify the appropriate registration agency of all new apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, completions and cancellations with explanation of causes and notice of completions of apprenticeship agreements.
- N. Supervise all the provisions of the local standards and be responsible, in general, for the successful operation of the standards by performing the duties here listed by cooperating with public and private agencies which can be of assistance by obtaining publicity to develop public support of apprenticeship and by keeping in constant touch with all parties concerned; apprentices, employers and journeyworkers.
- O. Provide apprentices with a copy of the written rules and policies and the apprentice will sign an acknowledgment receipt of same. This procedure will be followed whenever revisions or modifications are made to the rules and policies.

SECTION II - EQUAL OPPORTUNITY PLEDGE – Title 29 CFR 29.5(b)(21) and 30.3(b)

The recruitment, selection, employment, and training of apprentices during their apprenticeship, shall be without discrimination because of race, color, religion, national origin, or sex. The sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations (CFR), part 30, as amended (insert state regulations here, if applicable).

SECTION III - AFFIRMATIVE ACTION PLAN – Title 29 CFR 29.5(b)(21) and 30.4

If the employer employs five or more apprentices, the JATC will adopt an Affirmative Action Plan and Selection Procedures as required under Title 29, CFR part 30. It will be attached as Appendix C and D.

SECTION IV- QUALIFICATIONS FOR APPRENTICESHIP – Title 29 CFR 29.5(b)(10)

Applicants will meet the following minimum qualifications:

A. Age

Apprentices must not be less than 18 years of age.

B. Education

A high school diploma or GED equivalency is required. Applicant must provide an official transcript(s) for high school and post high school education and training. All GED records must be submitted if applicable.

Applicants must submit a DD-214 to verify military training and/or experience if they are a veteran and wish to receive consideration for such training/experience.

C. Physical

Applicants will be physically capable of performing the essential functions of the apprenticeship program, with or without a reasonable accommodation, and without posing a direct threat to the health and safety of the individual or others.

Applicants will pass a **[physical agility test, fitness test, or screen for the current illegal use of drugs (select all, some, or none, if applicable)]** on acceptance into the program and prior to being employed.

D. Aptitude Test

All applicants must pass each section of **(INSERT TEST IF APPLICABLE)**.

E. Others

A valid Driver's License or other photo identification is required upon acceptance into the program and prior to employment.

SECTION V - SELECTION OF APPRENTICES – Title 29 CFR 30.5

Selection into the apprenticeship program will be in accordance with the selection procedures made a part of these standards (Appendix D).

SECTION VI - APPRENTICESHIP AGREEMENT – Title 29 CFR 29.3(d) and (e) and 29.5(b)(11)

After an applicant for apprenticeship has been selected, but before employment as an apprentice or enrollment in related instruction, the apprentice will be covered by a written apprenticeship agreement (Appendix B) signed by the JATC and the apprentice and approved by and registered with the registration agency. Such agreement will contain a statement making the terms and conditions of these standards a part of the agreement as though expressly written therein. A copy of each apprenticeship agreement will be furnished to the apprentice, the JATC, the registration agency, and the employer and the union. An additional copy will be provided to the veteran's state approving agency for those veteran apprentices desiring access to any benefits to which they are entitled.

Prior to signing the apprenticeship agreement, each selected applicant will be given an opportunity to read and review these standards, the JATC's written rules and policies and the apprenticeship agreement and the sections of the Collective Bargaining Agreement (CBA) that pertain to apprenticeship.

The registration agency will be advised within forty-five (45) days of the execution of each apprenticeship agreement and will be given all the information required for registering the apprentice.

SECTION VII - RATIO OF APPRENTICES TO JOURNEYWORKERS – Title 29 CFR 29.5(b)(7)

A numeric ratio of apprentices to journeyworkers consistent with proper supervision, training, safety, and continuity of employment and applicable provisions in collective bargaining agreements, except where such ratios are expressly prohibited by the collective bargaining agreements. The ratio language must be specific and clearly

described as to its application on the job site, workforce, department or plant. The ratio of apprentices to journeyworkers will be Number apprentices to Number journeyworkers.

SECTION VIII - TERM OF APPRENTICESHIP – Title 29 CFR 29.5(b)(2)

The term of the occupation will be Four (4) years with an (OJL) attainment of 7,800 hours supplemented by the required 576 hours of related instruction as stated on the Work Process Schedule and Related Instruction Outline (Appendix A). Full credit will be given for the probationary period.

SECTION IX - PROBATIONARY PERIOD – Title 29 CFR 29.5(b)(8), (b)(20)

All applicants selected for apprenticeship will serve a probationary period. The probationary period cannot exceed twenty-five (25) percent of the length of the program, or one-year (1), whichever is shorter.

During the probationary period either the apprentice or the JATC may terminate the apprenticeship agreement, without stated cause, by notifying the other party in writing. The records for each probationary apprentice will be reviewed prior to the end of the probationary period. Records may consist of periodic reports regarding progression made in both the OJL and related instruction, and any disciplinary action taken during the probationary period.

Any probationary apprentice evaluated as satisfactory after a review of the probationary period will be given full credit for the probationary period and continue in the program.

After the probationary period the apprenticeship agreement may be canceled at the request of the apprentice, or may be suspended or canceled by the JATC for reasonable cause after documented due notice to the apprentice and a reasonable opportunity for corrective action. In such cases, the JATC will provide written notice to the apprentice and to the registration agency of the final action taken.

SECTION X - HOURS OF WORK

Apprentices will generally work the same hours as journeyworkers, except that no apprentice will be allowed to work overtime if it interferes with attendance in related instruction classes.

Apprentices who do not complete the required hours of OJL during a given segment will have the term of that segment extended until the required number of hours of training are accrued.

SECTION XI - APPRENTICE WAGE PROGRESSION – Title 29 CFR 29.5(b)(5)

Apprentices will be paid a progressively increasing schedule of wages during their apprenticeship based on the acquisition of increased skill and competence on-the-job and in related instruction. Before an apprentice is advanced to the next segment of training or to journeyworker status, the JATC will evaluate all progress to determine whether advancement has been earned by satisfactory performance in their OJL and in related instruction courses. In determining whether satisfactory progress has been made, the JATC will be guided by the work experience and related instruction records and reports.

The progressive wage schedule will be an increasing percentage of the journeyworker wage rate as established in the CBA. The percentages that will be applied to the applicable journeyworker rate are shown on the attached Work Process Schedule and Related Instruction Outline (Appendix A). In no case will the starting wages of apprentices be less than that required by any minimum wage law which may be applicable.

SECTION XII - CREDIT FOR PREVIOUS EXPERIENCE – Title 29 CFR 29.5(b)(12) and 30.4(c)(8)

The JATC may grant credit towards the term of apprenticeship to new apprentices who demonstrate previous acquisition of skills or knowledge equivalent to that which would be received under these standards.

Apprentice applicants seeking credit for previous experience gained outside the supervision of the JATC must submit the request at the time of application and furnish such records, affidavits, and other requirements to substantiate the claim. Applicants requesting such credit who are selected into the apprenticeship program will start at the beginning wage rate. The request for credit will be evaluated and a determination made by the JATC during the probationary period when actual on-the-job and related instruction performance can be examined. Prior to completion of the probationary period, the amount of credit to be awarded will be determined after review of the apprentice's previous work and training/education record and evaluation of the apprentice's performance and demonstrated skill and knowledge during the probationary period.

An apprentice granted credit will be advanced to the wage rate designated for the period to which such credit accrues. The registration agency will be advised of any credit granted and the wage rate to which the apprentice is advanced.

The granting of advanced standing will be uniformly applied to all apprentices.

SECTION XIII - WORK EXPERIENCE – Title 29 CFR 29.5(b)(3) and 30.8

During the apprenticeship the apprentice will receive such OJL and related instruction in all phases of the occupation necessary to develop the skill and proficiency of a skilled journeyworker. The OJL will be under the direction and guidance of the supervisor of the apprentice(s).

SECTION XIV - RELATED INSTRUCTION – Title 29 CFR 29.5(b)(4)

During each segment of training each apprentice is required to participate in coursework related to the job as outlined in Appendix A. For each occupation, the recommended term of apprenticeship will include no less than 144 hours of related instruction for the Electrician, Substation, Line Maintainer, Meter Technician for each year of the apprenticeship. Apprentices agree to take such courses as the JATC deems advisable. The JATC will secure the instructional aids and equipment it deems necessary to provide quality instruction. In cities, towns or areas having no vocational school or other schools that can furnish related instruction; the apprentice may be required to take an alternate form of instruction that meets the approval of the sponsor and the registration agency.

Apprentices will or will not be paid for hours spent attending related instruction classes.

If applicable, the JATC will inform each apprentice of the availability of college credit through the Salt Lake Community College.

Any apprentice who is absent from related instruction classes, unless officially excused, will satisfactorily complete all course work missed before being advanced to the next period of training. In cases of failure of an apprentice to fulfill the obligations regarding related instruction (or OJL) without due cause, the JATC will take appropriate disciplinary action and may terminate the apprenticeship agreement after due notice to the apprentice and opportunity for corrective action.

To the extent possible, related instruction will be closely correlated with the practical experience and training received on-the-job. The JATC will monitor and document the apprentice's progress in related instruction classes.

The JATC will secure competent instructors whose knowledge, experience, and ability to teach will be carefully examined and monitored. If applicable, when possible, the JATC may require the instructors to attend the Salt Lake Community College.

SECTION XV - SAFETY AND HEALTH TRAINING – Title 29 CFR 29.5(b)(9)

All apprentices will receive instruction in safe and healthful work practices both on-the-job and in related instruction that are in compliance with the Occupational Safety and Health Standards promulgated by the Secretary of Labor under 29 U.S.C. 651 et seq., as amended, dated December 29, 1970, and subsequent amendments to that law, or State Standards that have been found to be at least as effective as the Federal Standards

Apprentices will be taught that accident prevention is very largely a matter of education, vigilance, and cooperation and that they should strive at all times to conduct themselves in their work to ensure their own safety and that of their fellow workers.

SECTION XVI - SUPERVISION OF APPRENTICES – Title 29 CFR 29.5(b)(14)

The JATC will be responsible for the training of the apprentice on the job. Apprentices will be under the general supervision of the JATC and under the direct supervision of the journeyworker to whom they are assigned. The supervisor of apprentice(s) designated by the employer will be responsible for the apprentice's work assignments, and will ensure the apprentice is working under the supervision of a skilled journeyworker, evaluation of work performance, and completion and submittal of progress reports to the JATC.

No apprentice will be allowed to work without direct journeyworker supervision.

SECTION XVII - RECORDS AND EXAMINATIONS – Title 29 CFR 29.5(b)(6)

Each apprentice may be responsible for maintaining a record of his/her work experience/training on-the-job and in related instruction and for having this record verified by his/her supervisor at the end of each week. The apprentice will authorize an effective release of their completed related instruction records from the local school authorities to the JATC. The record cards and all data, written records of progress evaluations, corrective and final actions pertaining to the apprenticeship, will be maintained by and will be the property of the JATC. This record will be included in each apprentice's record file maintained by the JATC.

Before each period of advancement, or at any other time when conditions warrant, the JATC will evaluate the apprentice's record to determine whether he/she has made satisfactory progress. If an apprentice's related instruction or on-the-job progress is found to be unsatisfactory, the JATC may determine whether the apprentice will continue in a probationary status, or require the apprentice to repeat a process or series of processes before advancing to the next wage classification. In such cases, the JATC will initiate a performance improvement plan with the apprentice.

Should it be found that the apprentice does not have the ability or desire to continue the training to become a journeyworker, the JATC will, after the apprentice has been given

adequate assistance and opportunity for corrective action, terminate the apprenticeship agreement.

SECTION XVIII - MAINTENANCE OF RECORDS – Title 29 CFR 29.5(b)(23)

The JATC will maintain for a period of five (5) years from the date of last action, all records relating to apprentice applications (whether selected or not), the employment and training of apprentices, and any other information relevant to the operation of the program. This includes, but is not limited to, records on the recruitment, application and selection of apprentices, and records on the apprentice's job assignments, promotions, demotions, layoffs, terminations, rate of pay, or other forms of compensation, hours of work and training, evaluations, and other relevant data. The records will permit identification of minority and female (minority and non-minority) participants. These records will be made available on request to the registration agency.

SECTION XIX. - CERTIFICATE OF COMPLETION OF APPRENTICESHIP – Title 29 CFR 29.5(b)(15)

Upon satisfactory completion of the requirements of the apprenticeship program as established in these standards, the JATC will so certify in writing to the registration agency and request that a Certificate of Completion of Apprenticeship be awarded to the completing apprentice(s). Such requests will be accompanied by the appropriate documentation for both the OJL and the related instruction as may be required by the registration agency.

Certificate of Training - A Certificate of Training may be issued by the U.S. Department of Labor's, Office of Apprenticeship Administrator to those registered apprentices that the JATC has certified in writing to the registration agency that the apprentice has successfully met the requirements to receive an interim credential.

SECTION XX - NOTICE TO REGISTRATION AGENCY – Title 29 CFR 29.3(2)(d) and (e) and 29.5(b)(19)

The registration agency will be notified within forty-five (45) days of all new apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, modifications, completions, cancellations, and terminations of apprenticeship agreements and causes.

SECTION XXI - CANCELLATION AND DEREGISTRATION – Title 29 CFR 29.5(b)(18)

These standards will, upon adoption by the JATC be submitted to the registration agency for approval. Such approval will be acquired before implementation of the program.

Intermountain Power Superintendents Association reserves the right to discontinue at any time the apprenticeship program set forth herein. The registration agency will be notified promptly in writing of any decision to cancel the program.

Deregistration of these standards may be initiated by the registration agency for failure of the JATC to abide by the provisions herein. Such deregistration will be in accordance with the registration agency's regulations and procedures.

Within fifteen (15) days of cancellation of the apprenticeship program (whether voluntary or involuntary), the JATC will notify each apprentice of the cancellation and the effect of same. This notification will conform to the requirements of Title 29, CFR part 29.7.

SECTION XXII - AMENDMENTS OR MODIFICATIONS – Title 29 CFR 29.5(b)(18)

These standards may be amended or modified at any time by joint agreement between Intermountain Power Superintendents Association provided that no amendment or modification adopted will alter any apprenticeship agreement in force at the time without the consent of all parties. Such amendment or modification will be submitted to the JATC for approval and will then be submitted to the registration agency for approval and registration prior to being placed in effect. A copy of each amendment or modification adopted will be furnished to each apprentice to whom the amendment or modification applies.

SECTION XXIII - ADJUSTING DIFFERENCES/COMPLAINT PROCEDURE – Title 29 CFR 29.5(b)(22) and 30(11)

The JATC will have full authority to supervise the enforcement of these standards. Its decision will be final and binding on the employer, the sponsor, and the apprentice, unless otherwise noted below.

If an applicant or an apprentice believes an issue exists that adversely affects his/her participation in the apprenticeship program or violates the provisions of the apprenticeship agreement or standards, relief may be sought through one or more of the following avenues, based on the nature of the issue:

Title 29 CFR 29.7(k)

For issues regarding wages, hours, working conditions, and other issues covered by the CBA, apprentices may seek resolution through the applicable Grievance and Arbitration procedures contained in the Articles of the CBA.

The JATC will hear and resolve all complaints of violations concerning the apprenticeship agreement and the registered apprenticeship standards, for which written notification is received within fifteen (15) days of violations. The JATC will make such rulings as it deems necessary in each individual case and within thirty (30) days of receiving the written notification. Either party to the apprenticeship agreement may consult with the registration agency for an interpretation of any provision of these standards over which differences occur. The name and address of the appropriate authority to receive, process and make disposition of complaints is:

Jodi Lundberg
Address
City, State Zip Code
() - x

Title 29 CFR 30.11

Any apprentice or applicant for apprenticeship who believes that he/she has been discriminated against on the basis of race, color, religion, national origin, or sex, with regard to apprenticeship or that the equal opportunity standards with respect to his/her selection have not been followed in the operation of an apprenticeship program, may personally or through an authorized representative, file a complaint with the registration agency or, at the apprentice or applicant's election, with the private review body established by the program sponsor.

The complaint will be in writing and will be signed by the complainant. It must include the name, address, and telephone number of the person allegedly discriminated against, the program sponsor involved, and a brief description of the circumstances of the failure to apply equal opportunity standards.

The complaint must be filed not later than one hundred eighty (180) days from the date of the alleged discrimination or specified failure to follow the equal opportunity standards, and in the case of complaints filed directly with the review body designated by the program sponsor to review such complaints, any referral of such complaint by the complainant to the registration agency must occur within the time limitation stated above or thirty (30) days from the final decision of such review body, whichever is later. The time may be extended by the registration agency for good cause shown.

Complaints of discrimination in the apprenticeship program may be filed and processed under Title 29, CFR part 30, and the procedures as set forth above.

The JATC will provide written notice of its complaint procedure to all applicants for apprenticeship and all apprentices.

SECTION XXIV. - COLLECTIVE BARGAINING AGREEMENTS - Title 29 CFR 29.11

Nothing in this part or in any apprenticeship agreement will operate to invalidate:

- (a) Any apprenticeship provision in any collective bargaining agreement between employers and employees establishing higher apprenticeship standards; or
- (b) Any special provision for veterans, minority persons, or women in the standards, apprentice qualifications or operation of the program, or in the apprenticeship agreement, which is not otherwise prohibited by law, Executive Order, or authorized regulation.

SECTION XXV - TRANSFER OF AN APPRENTICE AND TRAINING OBLIGATION – Title 29 CFR 29.5(13)

The transfer of an apprentice between apprenticeship programs and within an apprenticeship program must be based on agreement between the apprentice and the affected apprenticeship committee or program sponsors, and must comply with the following requirements:

- i. The transferring apprentice must be provided a transcript of related instruction and on-the-job learning by the committee or program sponsor;
- ii. Transfer must be to the same occupation; and
- iii. A new apprenticeship agreement must be executed when the transfer occurs between the program sponsors.

If the sponsor is unable to fulfill his/her training obligation due to lack of work or failure to conform to these standards the sponsor will make every effort to refer the apprentice with his/her consent to another employer, registration agency or One Stop for placement into another registered apprenticeship program. This will provide the apprentice an opportunity for continuous employment and completion of their apprenticeship program. The apprentice must receive credit from the new employer for the training already satisfactorily completed.

SECTION XXVI - RESPONSIBILITIES OF THE APPRENTICE

Apprentices, having read these standards formulated by the JATC and signed an apprenticeship agreement with the JATC agree to all the terms and conditions contained therein and agree to abide by the JATC's rules and policies, including any amendments, serve such time, perform such manual training, and study such subjects as the JATC may deem necessary to become a skilled Electrician, Substation, Line Maintainer, Meter Technician.

In signing the apprenticeship agreement, apprentices assume the following responsibilities and obligations under the apprenticeship program:

- A. Perform diligently and faithfully the work of the occupation and other pertinent duties assigned by the JATC and the employer in accordance with the provisions of these standards.
- B. Respect the property of the employer and abide by the working rules and regulations of the employer, union and the JATC.
- C. Attend and satisfactorily complete the required hours in the OJL and in related instruction in subjects related to the occupation as provided under these standards.
- D. Maintain and make available such records of work experience and training received on-the-job and in related instruction as may be required by the sponsor.
- E. Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of fellow workers.
- F. Work for the employer to whom the apprentice is assigned for the completion of apprenticeship, unless reassigned to another employer or the apprenticeship agreement is terminated by the JATC.

SECTION XXVII - TECHNICAL ASSISTANCE

Technical Assistance such as that from the U.S. Department of Labor, Office of Apprenticeship, State Apprenticeship Agencies, and vocational schools—may be requested to advise the JATC.

The JATC is encouraged to invite representatives from industry, education, business, private and/or public agencies to provide consultation and advice for the successful operation of their training program.

SECTION XXVIII - OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS:

The Intermountain Power Superintendents Association hereby adopts these standards of apprenticeship on this _____ Day of _____ 2013.

Apprenticeship Committee Chairperson

Printed Name

Secretary

Printed Name

APPENDIX A

Occupation Title: METER TECHNICIAN
O*NET-SOC CODE: 49-9012.01
RAPIDS CODE: 0151

This schedule is attached to and a part of these Standards for the above identified occupation.

1. TERM OF APPRENTICESHIP

The term of the occupation shall be 4 years with an OJL attainment of 7,800 hours supplemented by 576 required hours of related instruction.

2. RATIO OF APPRENTICES TO JOURNEYWORKERS

One (1) apprentice may be employed in each shop department, and/or jobsite employing a qualified journeyworker.

3. APPRENTICE WAGE SCHEDULE

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current journeyman entry wage rate established by the individual participating Utility. The wage progression will be on file with the Committee and the Registration Agency.

Current journeyman entry rate for each participating Utility will be on file with the Committee and the Registration Agency.

The Committee, as well as the Registration Agency, is to be provided with any revisions in either the wage progression percentages or the journeyman entry rate.

4. SCHEDULE OF WORK EXPERIENCE
(See attached Work Process Schedule)

5. SCHEDULE OF RELATED INSTRUCTION
(See attached Related Instruction Outline)

WORK SCHEDULE

Occupation: METER TECHNICIAN
O*NET Code: 49-9012.01
RAPIDS Code: 0151

This work schedule supplement is attached to and a part of the Apprenticeship and Training Standards for the above identified occupation.

1. **TERM OF APPRENTICESHIP** (Section VI)

The term of apprenticeship is based on a period of four (4) years and not less than 7,800 hours of reasonably continuous employment and training on the job, supplemented by the required hours of related technical instruction, unless there is credit for previous experience. (Refer to Section X, page 6 of "Standards of Apprenticeship".)

2. **RATIO OF APPRENTICES TO JOURNEYMEN** (Section V)

One (1) apprentice may be employed in each shop or department, and/or job site employing a minimum of one qualified journeyman.

3. **APPRENTICE WAGE SCHEDULE** (Section IX)

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current journeyman entry wage rate established by the individual participating Utility. The wage progression will be on file with the Committee and the Registration Agency.

Current journeyman entry rate for each participating Utility will be on file with the Committee and the Registration Agency.

The Committee, as well as the Registration Agency, are to be provided with any revisions in either the wage progression percentages or the journeyman entry rate.

4. **SCHEDULE OF WORK EXPERIENCE** (Section XI)

(See Attached Trade Schedule)

5. **SCHEDULE OF RELATED INSTRUCTION** (Section XII)

A two day seminar will be required once a year for the Meter apprentice through the UVSC/IPSA on related metering material.

The IPSA strongly recommends the Meter apprentice attend a metering school such as Rocky Mountain Metering, NWPPA, or similar instruction on meters once a year.

(See Attached Course Outline)

SCHEDULE OF WORK EXPERIENCE IN METERING

Recommended Hours:

- A. **Single Phase (Meter repair and testing)** **500**
Clean meter, clean meter cover, adjust bearings, clean and re-zero register, make necessary adjustments, test and calibrate meter, install and re-seal cover. Perform repair and testing on demand register.
- B. **Polyphase (Meter repair and testing)** **450**
Electro-mechanical meter. Clean meter and meter cover, disassemble meter where necessary. Clean and adjust register or demand register. Reassemble and adjust bearings, worn gear mesh, demand zero, etc.

Test and calibrate meter, perform 15 minute demand test, install meter cover and re-seal. (This section for shop work only). Electronic Metering, see Section
- C. **Primary Metering** **20**
Plan or organize a primary meter installation, determine correct instrument transformers, meter, mounting devices, wiring, etc. Calculate meter multiplier based on I.T. and meter register ratios. Obtain materials.

Construct or supervise line crew in construction of high voltage meter installation. Install current and voltage transformers, meter mounting device, wire between instrument transformers and meter. Check installation for correctness. Assure that all grounding is proper.

Participate in maintenance of primary metering installation. Record all meter data.
- D. **Single Phase Instrument Metering** **50**
Plan or lay out meter installation. Determine proper meter and instrument transformers to be used. Calculate multipliers, obtain materials and equipment. Coordinate with electrical contractor.

Participate in meter and/or instrument transformer installation. Wire meter to instrument transformers. Check overall correctness of installation. Participate in any maintenance of meter installations. Record meter data.

- E. **Polyphase Instrument Metering** **220**
 Plan or layout meter installations. Determine proper meter and instrument transformers to be used. Calculate ratios and multipliers. Obtain materials and equipment. Coordinate with electrical contractor.
- Participate in meter/or instrument transformer installations. Wire between meter and instrument transformers. Check overall correctness of installation. Participate in any maintenance of installation. Record meter data.
- F. **Safety Meetings/Training** **150**
 High voltage rescue techniques, emergency first aid, CPR, use of personal protective equipment, equipment training and general safety meetings. Receive specialized training on metering equipment such as meters, sockets, and instrument transformers.
- G. **Single Phase Field Meter Testing** **40**
 Apprentice must be familiar with proper procedures for testing and/or calibrating self-contained and instrument rated single phase meters on customer premises. May apply to periodic maintenance testing, may be required where repairs to meters are made in the field or other conditions requiring that the meter be tested or calibrated on the customer's premises.
- H. **Polyphase Field Meter Testing** **40**
 Apprentice must be familiar with proper procedures for testing and/or calibrating self-contained and transformer rated polyphase meters on customer premises. May apply to periodic maintenance testing, may be required where repairs to meters are made in the field or other conditions requiring that the meter be tested or calibrated on the customer's premises.
- I. **Single Phase Self Contained Meter Installation** **200**
 Field Work Only
- Apprentice must be familiar with setting single phase self-contained meters on new services, residential or commercial customers. Also replacing possible stopped or broken meters.
- J. **Poly Phase Self Contained Meter Installation** **200**
 Field Work Only
- Apprentice must be familiar with setting polyphase self-contained meters on new services, residential or commercial customers. Also replacing possible stopped or broken meters.
- K. **Meter Record Keeping** **200**
 Includes time spent on all record keeping procedures in the meter department. Includes data entry into meter management computer programs, recording meter

test results, dates, readings, and other pertinent meter data. Includes record keeping of stopped meters checked, meters serviced, meters tested, etc.

- L. **Customer Connects and Disconnects** **800**
Includes time spent connecting and disconnecting customers electrical service. Includes single and polyphase, self-contained, and instrument rated. Includes regular service as well as turn off for non-payment.
- M. **Public Relations** **100**
Scheduling power outages, following up to see if problems have been resolved, resolving meter access problems, providing information to the public or teaching classes on electrical operations.
- N.
- O. **Current Diversion Investigation** **250**
Investigating and resolving theft of electricity problems. Installing security devices to deter theft, changing or testing meter where tampering has occurred. Interacting with police or there legal authority related to the investigation or prosecution of customer.

Recording information and keeping records for future use on theft of services problems.
- P. **Customer Billing Complaint Inquiry** **400**
Answering customer or office originated concerns or complaints of high electrical usage. Checks meter readings, checks customers premises for determination of high usage. Checks meter for proper ratios and multipliers. Install test meters on customers appliances to determine KWH usage.
Time spent testing customers meter to determining accuracy should be recorded in sections G or H.
- Q. **Meter Field Maintenance** **800**
Apprentice must be familiar with regular meter checks including Single Phase and Polyphase instrument rated and self-contained service, which includes but is not limited to: Time spent checking meter installations for correctness, checking for damage to metering equipment, correct wiring, correct service voltage, correct multipliers, or any repairs made for the improvement of the service.
- R. **Meter Reading** **800**
Reading meters on regular meter reading route. Reading commercial, industrial, and institutional customers. Reading customers' accounts where power factor is metered. Calculating and applying power factor penalties. Preparing report on special readings to be turned into billing departments.
- R. **Recording Meters** **200**
Installing, removing, reading, and interrogation of special meters used to record

customers: Energy usage, Demand usage, Voltage, Current, Harmonics, etc.

Provide customers with information on above areas. Helps customers determine ways to conserve or reduce electrical usage. Uses recording meters to help resolve high bill complaints.

S.	Solid State Metering	550
	Develops computer based programs for programming solid state meters and solid state demand registers. Programs meters in preparation for testing or installation. Tests meter in shop in preparation for installations.	
T.	Trouble Shooting	300
	Customer related problems: Voltage, Fluctuation, Radio Frequency Interference, and meter related power outages.	
U.	Multi-Function Metering	30
	Developing computer based programs and programming multi-function meters for special applications: Measuring power factor, bi-directional power flow, KYZ pulse output to customer. Installing and removing meters.	
	(Shall not include time spent reading meters or calculating power factor penalties, etc. See Section Q).	
V.	Miscellaneous	1500
	Any time spent on items not covered in defined sections.	
	TOTAL HOURS:	7,800

RELATED INSTRUCTION:

Curriculum Sources:

Salt Lake Community College, Ralph Tasker, Apprenticeship Coordinator
559 East AVC Lane, Ogden, UT 84404, (801) 957-4066
ralph.tasker@slcc.edu

Metering Apprenticeship Program

Metering 1A CEME 0111

Introduction
Safety Review
Metering Safety Standards
Introduction to Metering
Atomic Structure
Electrical Quantities and Ohm's Law
Static Electricity
Magnetism
Power Metrix
Watt-Hour Meter
Resistors
High Voltage AC Power
Series Circuits
Parallel Circuits
Combination Circuits
Kirchhoff's Laws
Power, Energy, and Demand

Metering 1B CEME 0112

Introduction
General Safety Overview
APPA Safety Manual Section 115.1
Measuring Instruments
Using Wire Talbes to Determine Conductor Sizes
Conduction in Liquids and Gasses
Electric Meter Watt-Hopur Constants
Power Metrix
Watt-Hour Meter Register
Demand Registers
Batteries and Other Sources of Electricity
Magnetic Induction
Basic Trigonometry and Vectors
Basics of Alternating Current
Instrument Transformers

Metering 2A CEME 0121

Introduction
General Safety Overview
APPA Safety Manual Section 4
Inductance in AC Circuits
Resistive Inductive Series Circuits
Resistive Inductive Parallel Circuits
Capacitors
Single Phase Metering Application and Installation
Customer Relations
Capacitance in AC circuits
Resistive Capacitive Series Circuits

Metering 2B CEME 0122

Introduction
General Safety Overview
APPA Safety Manual Section 202
Polyphase Watt-Hour Meter
Meter Mounting Devices
Polyphase Meter Application and Installation
Resistive Inductive capacitive series circuits
Resistive Inductive Capacitive Parallel Circuits
Filters
Three-Phase Circuits
Single-Phase Transformers
Three-Phase Transformers

Metering 3A CEME 0231

Introduction
General Safety Overview
APPA Safety Manual Section 503 and 506
DC Generators
DC Motors
Designing and Verifying Polyphase Meter Installation
Meter Testing and Calibration
Power Factor in AC Circuits
Three-Phase Alternators
Three-Phase Motors
Single-Phase Motors

Metering 3B CEME 0232

Introduction
General Safety Overview
APPA Safety Manual Section 807.6 and 507.8
Electric Meter Technician Sections 1&2
Testing Polyphase Meters
Meter Mounting Devices and Test Switches
Electric Meter Technician Sections 3&4

Reactive Metering
Reactive Metering Testing
Service Verification
Three-Phase Meter Testing
Three-Phase Meter Diagramming
Power Factor in AC Circuits Parts 1&2

Metering 4A CEME 0241

Introduction
General Safety Overview
APPA Safety Manual Section
Power Metrix
Electric Meter Technician Sections 1&2
Installation Checks & Inspections
Electric Meter Technician Sections 3&4
Metering Diagrams
Solid State Meters & Associated Devices
Totalizing Data
Customer Relations
Bi-Directional Meters
Power Electrical Calculation
Program A 9S Meter
Primary Meter Single & Three-Phase Diagramming
Transformer Connection Diagramming
Instrument Transformers

CEME 4B CEME 0242

Introduction
General Safety Overview
APPA Safety Manual Section 406, 407, and 507
Power Metrix
Electric Meter Technician Meter Study Packet
Energy Diversion
Troubleshooting Techniques
Solid State Electronics
Electric Meter Technician Meter Study Packet Part 2
Three-Phase Meter Testing
Investigating Theft and Tampering
Primary Meter Single & Three Phase Diagramming
Transformer Connection Diagramming

Appendix A

Occupation: Line Maintainer (Lineman)
O*NET Code: 49-9052.00
RAPIDS Code: 0283

This schedule is attached to and a part of these Standards for the above identified occupation.

1. TERM OF APPRENTICESHIP

The term of the occupation shall be not less than 7,800 hours of reasonably continuous employment and training on the job, supplemented by the required hours of related technical instruction.

2. RATIO OF APPRENTICES TO JOURNEYWORKERS

One (1) apprentice may be employed in each shop, department, and/or jobsite employing a qualified journeyman.

3. APPRENTICE WAGE SCHEDULE

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current journeyman entry wage rate established by the individual participating Utility. The wage progression will be on file with the Committee and the Registration Agency.

Current journeyman entry rate for each participating Utility will be on file with the Committee and the Registration Agency.

The Committee, as well as the Registration Agency, is to be provided with any revisions in either the wage progression percentages or the journeyman entry rate.

4. SCHEDULE OF WORK EXPERIENCE

(See attached Work Process Schedule)

5. SCHEDULE OF RELATED TECHNICAL INSTRUCTION

(See attached Related Technical Instruction Outline)

SCHEDULE OF WORK EXPERIENCE IN LINEWORK:

<u>Hours:</u>		<u>Recommended</u>
A.	Safety Training High voltage rescue techniques, emergency first-aid, CPR, use of personal protective equipment, equipment training, and general safety meetings.	160
B.	Framing, Erecting and Construction (Overhead) Framing - installing cross-arm, insulators, braces, brackets guy wires, transformer locations, secondary locations. Erecting - proper hole depths, proper distances between poles, slinging and rigging, proper pole sitting procedures. Construction - pole placements, anchor installation, proper digging procedures, operating line equipment. Apprentice must be familiar with all safety regulations and procedures.	1,045
C.	Stringing Conductors (Overhead) Installation of travelers, pee-lines, sagging wire and dead ending conductors, use of tensioners and puller trailers. Apprentice must be familiar with proper sagging and safety techniques.	600
D.	Rubber Gloving High Voltage (Overhead) Changing insulators, splicing wire, moving conductors, tying, replacing damaged equipment, installing hot jumpers, etc. Apprentice must be familiar with the proper procedures and clearance techniques when working energized distribution line and equipment with High Voltage Rubber Gloves.	620
E.	Rubber and Fiber Covering Proper placement of insulated rubber and/or fiber covering over conductors, jumpers, and insulators. Proper procedure in the placement of rubber insulated rubber "blankets". Apprentices must be familiar with safety procedures and proper check of cover-up material (i.e., cracks, abrasions, etc.) and cleaning procedures.	350
F.	Hot Sticking Distribution (Overhead) Changing insulators, splicing wire, moving conductors, tying,	200

replacing damaged equipment, installing hot jumpers, opening and closing cutouts, grounding, etc.

Apprentice must be familiar with the proper procedures and safety techniques when working energized distribution lines and equipment with Hot Line Tools and cleaning procedures.

G. **Hot Sticking Transmission (Overhead)**

150

Changing out insulators, cleaning insulators, installing conductors, jumpers, lines, pull pins, grounding, and other service work.

Apprentice must be familiar with proper procedures and safety techniques when working transmission lines and equipment with Hot Line Tools.

H. **Street Lighting**

350

Installing, replacing and repairing street light fixtures and poles.

Apprentice must be familiar with difference between multiple and series lighting and the proper safety procedures for both.

I. **Underground**

1,215

Installing conduit, junction boxes, digging and back filling trenches, installation of conductors, vaults.

Apprentice must be familiar with proper trench depths, pulling techniques, trench placement, back filling and compaction, equipment location, and all safety procedures.

J. **Substation**

230

Working on breakers, voltage regulators, reclosers, tap changers, etc.

Apprentice must be familiar with all safety procedures involved in working in and on substation equipment, should be able to read basic substation equipment works, such as, but not limited to; OCB's, ACB's, voltage regulators, LTC's, PT's, amp and volt meters. Should have an understanding of procedures to follow when energizing and de-energizing substations.

K. **Transformers**

530

Installation and connection of single phase and three phase transformers.

Apprentice must be familiar with all types of transformer banks,

connections, fusing, proper grounding and voltages and their specific use for voltage requirements.

- L. **Waiting on Linemen** **650**
- Truck driver-Groundman tasks, such as getting material ready and hoisting tools and material to lineman.
Apprentice must be familiar with tools and material and the proper safety procedures and techniques. (To be performed under the direct supervision of a qualified Journeyman/Foreman.)
- M. **Switching** **160**
- Opening and closing single and gang operated switches.
Apprentice must be familiar with proper switching procedures, lockout-tagout requirements, and all safety regulations.
- N. **Hot Secondary/Service Work** **550**
- Installation and removal of meters and secondary conductors, both overhead and underground. Connecting and disconnection of services, relocating secondary wires and equipment.
Apprentice must be familiar with trouble shooting in homes and businesses and all related procedures and safety precautions.
- O. **Stringing While Energized** **270**
- Replacement of conductor while maintaining energized lines.
Apprentice must be familiar with proper clearances from energized lines, proper framing procedures, and proper safety procedures, such as grounding and wearing protective equipment.
- P. **Lead Man or Acting Foreman** **350**
- Supervision of proper procedures and safety requirements.
Apprentice must be familiar with taking charge of all work performed, both on underground and overhead.
- Q. **Line Clearance Tree Trimming** **270**
- Trims trees that interfere with the operation of power lines, trims trees in accordance with Company Standards in a manner acceptable to property owners, utilizes power and hand trimming devices, such

as power saws, pruners, and clippers. Lubricates, sharpens, and performs limited maintenance upon all equipment used; operates hydraulic aerial devices used in conjunction with tree trimming; loads limbs, leaves, etc. into chipper and makes proper disposal; learn the different types of trimming such as topping, under, through, and natural trimming.
Apprentice must be familiar with all wires that run through trees.

R. Grounding 100

All previously energized conductors and equipment, overhead or underground, will be considered energized until tested and properly grounded.
Apprentice must be familiar with grounding methods on all types of construction that they will be working with. The proper procedures of attaching and removing grounds, testing for presence of voltage and proper procedure of equipotential grounding.

TOTAL HOURS: 7,800

RELATED INSTRUCTION:

Curriculum Sources:

Salt Lake Community College, Ralph Tasker, Apprenticeship Coordinator
559 East AVC Lane, Ogden, UT 84404, (801) 957-4066
ralph.tasker@slcc.edu

Lineworker Apprenticeship Program

Apprenticeship 1A CELN 0110

Introduction to Canvas
Introduction to Transmission and Distribution Systems
Transmission
Substations and Switchyards
Distribution
Basic Electricity
A/C Fundamentals
Safety in Transmission and Distribution Maintenance
Climbing Wooden Poles
Bucket Trucks
Material Handling Bucket Trucks

Apprenticeship 1B CELN 0112

Introduction to Canvas
Hydraulic Derricks
Electrical Safety
Overhead Distribution Systems
Using Tools
Service Installation – Overhead & Underground
Introduction to Metering
Safety in Meter Work
Rigging 1
Rigging 2
Pole Framing & Guying
Setting & Replacing Poles

Apprenticeship 2A CELN 0121

Introduction to Canvas
Working on Distribution Poles
Care and Testing of Tools and Equipment
Overhead Distribution Systems
Distribution Line Safety
System Protection and Monitoring
Safe Bucket Truck Operations
Multimeter Operation and Use

Bucket Truck Rescue
Safety in Overhead Line Maintenance

Apprenticeship 2B CELN 0122

Introduction to Canvas
Using Line Test Equipment
Tree Trimming
Pole Top Equipment and Replacement - Transformers
Pole Top Equipment and Replacement - Cutouts & Reclosers
Pole Top Equipment and Replacement - Switching Devices
Pole Top Equipment and Replacement - Capacitors
Advanced Rigging
Transmission Structures
Transmission Line Safety

Apprenticeship 3A CELN 0231

Introduction to Canvas
Pole Top Equipment and Replacement - Voltage Regulators
Distribution Line Installation & Removal
Distribution Line Replacement
Transformer Connections - Basic & Advanced
Distribution Line Repair – Gloves
Distribution Line Repair - Hotsticks
Troubleshooting Overhead Lines
Safety in Underground Line Maintenance
Underground Residential Distribution Systems

Apprenticeship 3B CELN 0232

Introduction to Canvas
Underground Cable Installation
Transformer Troubleshooting
Climbing Steel Poles and Towers
Transmission Line Installation
Rigging for High Voltage Work
Working on De-energized Transmission Lines
Overhead Troubleshooting 1
Overhead Troubleshooting 2 – Emergency Conditions
Power Quality

Apprenticeship 4A CELN 0241

Introduction to Canvas
34.5 Rubber Glove Work
Pad-Mounted Transformers & Switchgear
Cable Splicing 1
Cable Splicing 2
URD Troubleshooting
Locating Secondary Faults
Locating Primary Faults
Safety in Substations and Switchyards

Control Equipment
Capacitors and Reactors

Apprenticeship 4B CELN 0242

Introduction to Canvas
Voltage Regulators 1
Voltage Regulators 2
Power Transformers 1
Power Transformers 2
Circuit Breakers 1
Circuit Breakers 2
Relays 1
Relays 2
High Voltage Terminations
Transmission Line Repair – Hot Sticks
Transmission Line Repair – Barehand Method

Appendix A

Occupation: ELECTRICIAN SUBSTATION
O*NET Code: 49-2095.00
RAPIDS Code: 0166

This schedule is attached to and a part of these standards for the above identified occupation.

1. **TERM OF APPRENTICESHIP**

The term of the occupation shall be not less than 8,000 hours of reasonably continuous employment and training on the job, supplemented by the required hours of related technical instruction.

2. **RATIO OF APPRENTICES TO JOURNEYWORKERS**

One (1) apprentice may be employed in each shop, department, and/or jobsite employing a qualified journeyman.

3. **APPRENTICE WAGE SCHEDULE**

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current journeyman entry wage rate established by the individual participating Utility. The wage progression will be on file with the Committee and the Registration Agency.

Current journeyman entry rate for each participating Utility will be on file with the Committee and the Registration Agency.

The Committee, as well as the Registration Agency, is to be provided with any revisions in either the wage progression percentages or the journeyman entry rate.

4. **SCHEDULE OF WORK EXPERIENCE**

(See attached Trade Schedule)

5. **SCHEDULE OF RELATED TECHNICAL INSTRUCTION**

(See attached Related Technical Instruction Outline)

TRADE SCHEDULE

Occupation: ELECTRICIAN SUBSTATION
O*NET Code: 49-2095.00
RAPIDS Code: 0166

This trade schedule supplement is attached to and a part of the Apprenticeship and Training Standards for the above identified occupation.

1. **TERM OF APPRENTICESHIP** **(Section VI)**

The term of apprenticeship is based on a period of four (4) years and not less than 7,800 hours of reasonably continuous employment and training on the job, supplemented by the required hours of related technical instruction, unless there is credit for previous experience. (Refer to Section X, page 6 of "Standards of Apprenticeship".)

2. **RATIO OF APPRENTICES TO JOURNEYMEN** **(Section V)**

One (1) apprentice may be employed in each shop or department, and/or job site employing a minimum of one qualified journeyman.

3. **APPRENTICE WAGE SCHEDULE** **(Section IX)**

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current journeyman entry wage rate established by the individual participating Utility. The wage progression will be on file with the Committee and the registration agency.

Current journeyman entry rate for each participating Utility will be on file with the Committee and the Registration Agency.

The Committee, as well as the registration agency, are to be provided with any revisions in either the wage progression percentages or the journeyman entry rate.

4. **SCHEDULE OF WORK EXPERIENCE** **(Section XI)**

(See Attached Trade Schedule)

5. **SCHEDULE OF RELATED INSTRUCTION** **(Section XII)**

A two day seminar will be required once a year for the Substation apprentice through the UVSC/IPSA on related substation material.

The IPSA strongly recommends the Substation apprentice attend a substation school such as General Electric App. Maintenance, AVO, or similar instruction on substations once a year.

(See Attached Course Outline)

SCHEDULE OF WORK EXPERIENCE IN SUBSTATION

Recommended Hours:

- A. **Safety Training** 600
Apprentice must be familiar with high voltage rescue techniques, emergency first aid, lock out-tag out, CPR, use of personal protective equipment. Training on all types of safety procedures associated with testing equipment, TTR, power factor, hi-pot, meggers, travel analyzers, oil testing, and handling equipment, etc. Should also be familiar with the safety procedures used with the tools of the trade.

- B. **Proper Use of Tools and Test Equipment** 300
Apprentice must be able to show he/she is familiar with all tools and test equipment and their uses and operation.

- C. **Transformer Testing** 600
Apprentice should be able to perform all required electrical tests, including TTR, excitation, power factor, core ground, meggar, and interpretation of results.

Also, the apprentice should be able to perform gas and oil tests and know the proper procedures for collecting these samples.

- D. **Breaker Testing OCB, ACB, SF6, Reclosers, etc.** 500
Apprentice should be familiar with and able to perform all maintenance procedures, mechanical as well as electrical, gas and oil tests, and be able to interpret their results.

- E. **Bushing Testing** 400
Apprentice should be familiar with all types of bushings and the tests associated with them, power factor, etc., and be able to interpret the test results. Should be familiar with replacement procedures as well.

- F. **Relay Testing** 100
Apprentice should be able to test all relays associated with their system.

- G. **Tap Changers and Voltage Regulators Testing and Maintenance** 500
Apprentice should be able to perform and test required maintenance on tap changer and voltage regulators. Apprentice should be able to interpret test results and take appropriate action.

- H. **Repairing Transformers** 300
Apprentice should be able to perform necessary repairs on transformers.

Procedures, tools, safety procedures, should be understood and the apprentice should be proficient in each aspect.

- I. **OCB, ACB, SF6 Maintenance** 500
The apprentice should understand and be able to perform necessary repairs to equipment, also safety procedures should be followed when working on equipment.
- J. **Repair of Miscellaneous Substation Equipment** 400
Apprentice should understand and be able to repair or replace miscellaneous substation equipment such as gauges, meters, CT's, PT's, voltage regulators, batteries, battery chargers, switches, alarms, switchgear enclosures, and all other types of equipment associated with substations.
- K. **Oil and Gas Contamination** 300
Apprentice should be familiar with and be able to implement procedures that prevent the contamination of the environment by oil or toxic gas associated with substation equipment.
- L. **Print Reading** 500
Apprentice should be proficient at print reading, and be able to understand and use all types of prints associated with substation equipment.
- M. **Reports and Documents** 500
Apprentice should be able to clearly document all the appropriate report forms, all maintenance performed, date performed, materials used, and any other information pertinent to the equipment worked on.
- N. **SCADA Maintenance** 300
Apprentice should be able to install, troubleshoot, repair, and program the supervision control and data acquisition equipment associated with the substation.
- O. **Grounding the Substation** 200
Apprentice should know and follow all company and OSHA regulations concerning grounding when testing and working on substation equipment.
- P. **Switching Procedures** 300
Apprentice should be familiar with lock out-tag out and vacuum switches.
- Q. **Miscellaneous** 1500
Any time spent on items not covered in defined sections.

TOTAL HOURS: 7,800

RELATED INSTRUCTION:

Curriculum Sources:

Salt Lake Community College, Ralph Tasker, Apprenticeship Coordinator
559 East AVC Lane, Ogden, UT 84404, (801) 957-4066
ralph.tasker@slcc.edu

Substation Apprenticeship Program

Substation 1A CESN 0111

Introduction
General Safety Overview
APPA Safety Manual Section 512.1-512.4
Electrical Safety
Atomic Structure
Electrical Quantities and Ohm's Law
Substations and Switchyards
Static Electricity
Principles of Magnetism
Resistors
Series Circuits 1&2
High Voltage AC Power

Substation 1B CESN 0112

Introduction
Safety Review
APPA Safety Manual Sections 512.8 – 512.12
Safety in Substations and Switchyards
Safety in Transmission and Distribution Maintenance
Measuring Instruments
Kirchhoff's Laws
Using Line Test Equipment
Using Tools and Equipment
Using Wire Tables and Determining Conductor Sizes
Parallel Circuits Parts 1&2
Multimeter Operation
Bucket Truck Safety
Bucket Trucks Part 1&2
Material Handling Bucket Trucks

Substation 2A CESN 0121.

Introduction
Safety Review
APPA Safety Manual Section 4

Combination Circuits
Magnetic and electromagnetic Induction
Basic Trigonometry and Vectors
Alternating Current
AC & DC Fundamental Review
Inductance in AC Circuits Parts 1&2
Resistive Inductive series circuits Parts 1&2
Resistive Inductive Parallel Circuits Parts 1&2

Substation 2B **CESN 0122**

Introduction
Safety Review
APPA Safety Manual Sections 503 and 504
Batteries and Other Sources of Electricity
Substation Batteries
Substation Battery Chargers
Substation Battery Testing
Substation Battery, Cell and Charger Replacement
Climbing Steel Poles
Capacitors 1&2
Capacitance in AC circuits 1&2

Substation 3A **CESN 0231**

Introduction
Safety Review
APPA Safety Manual Section 506
Reading Electrical Diagrams 1&2
Infrared Condition Monitoring
Three Phase Circuits
DC Generators
Resistive Capacitive Series Circuits
Resistive Capacitive Parallel Circuits

Substation 3B **CESN 0232**

Introduction
Safety Review
APPA Safety Manual Section 507
Resistive Inductive Capacitive Series Circuits
New Circuit Breaker Inspections and Test
Circuit Breaker Operation
Circuit Breaker Maintenance
SF6 Properties and Handling
Circuit Breaker Time/Travel Characteristics
Circuit Breaker Time/Travel Testing
Circuit Breaker Time/Travel Test Analysis
Vacuum Bottle Hi-Pot Testing

Substation 4A **CESN 0241**

Introduction

Safety Review
APPA Safety Manual Section 510
Control Equipment
System Protection and Monitoring
Relays 1&2
Power Transformers 1&2
Single-Phase Transformers 1&2
Three-Phase Transformers

Substation 4B **CESN 0242**

Introduction
Safety Review
APPA Safety Manual Section 511
Power Transformer – Insulation Resistance Testing
Power Transformer – Turns Ratio Testing
Power Transformer – Oil Testing
Power Transformer – Pressure Relay Testing
Power Transformer – Vacuum Dry Out
Power Transformer – Temperature Indicator Testing
New Power Transformer Inspections and Testing
Capacitors and Reactors
Voltage Regulators



Memo

To: Mayor and City Council
From: Chris Thompson P.E., Public Works Director/City Engineer
Date: January 7, 2014
Re: Woodhouse Substation Expansion 2013 Project Change Order 2

Staff Report

RECOMMENDED ACTION

Approval of change order.

RECOMMENDED MOTION

I recommend we approve the Woodhouse Substation Expansion 2013 Project Change Order 2 for the amount of \$18,000.

BACKGROUND

The city is currently expanding the Woodhouse Substation located at 1100 East and 1750 North. This will accommodate the new commercial growth planned for that area. This substation is located in the proximity of the old city dump.

DISCUSSION

When excavation was occurring for the footings for the bussing structure the contractor found a large depository of disposed tires which needed to be excavated and backfilled and compacted with structural fill. This change order is to complete that work.

Attached: change order



Spanish Fork City

Contract Change Order

Change Order Number: **2**

Contract for	Woodhouse Substation Expansion
Owner	Spanish Fork City
To	Codale

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
Excavation, Backfill & Cement Work		\$ 18,000.00
TOTALS :	\$ -	\$ 18,000.00
NET CHANGE IN CONTRACT PRICE :	\$ -	\$ 18,000.00

JUSTIFICATION

See attached Exhibit "A"

The amount of the contract will be increased by the sum of :	<u>Fifty Eight Thousand & 00/100</u>			
	Dollars	\$	18,000.00	
The contract total including this and previous change orders will be :	<u>Six Hundred Twenty Seven Thousand Two Hundred ninety-nine & 00/100</u>			
	Dollars	\$	587,299.00	

Original Contract plus one change \$ 569,299.00
--

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

Requested: _____ (Owner)	Date: _____
Recommended: _____ (Owner's Architect/Engineer)	Date: _____
Accepted: _____ (Contractor)	Date: _____



MEMO

To: Mayor and Council
From: S. Junior Baker
Date: 11 Dec. 2013
Re: Tenedor Water Rights Contract

On the City Council agenda for January 7 is a contract spelling out water rights obligations and opportunities with Tenedor.

The agreement spells out the minimum amount of water rights Tenedor will receive development credit for from the water they own to meet the water obligations for themselves and IHC. There is a possibility that the amount we are able to use may be increased. This contract provides for that contingency, while protecting the City from the risk that we cannot use all of the water they own.

Since we have discussed the water rights concept, it has been placed on the consent agenda.



WATER AGREEMENT FOR THE CANYON CREEK COMMERCIAL CENTER

This Water Agreement for the Canyon Creek Commercial Center (“Agreement”) is made and entered into on this ____ day of January, 2014, by and between SPANISH FORK CITY, a municipal corporation of the State of Utah (hereinafter “City”), whose address is 40 S. Main, Spanish Fork, UT 84660 and TENEDOR L.L.C., a Utah limited liability company (formed by principals of WOODBURY CORPORATION, a Utah corporation and WESTFIELD PROPERTIES, INC., a Utah corporation), or its assigns (hereinafter “Developer”), whose address is 2733 E. Parleys Way, Suite 300, Salt Lake City, UT 84109. Collectively the parties to this Agreement may be referred to herein as “the Parties.”

RECITALS

WHEREAS, Developer and City desire to enter into this Agreement out of a mutual desire to define the water dedication requirements necessary to commercially develop and improve certain parcels of real property known as the Canyon Creek Commercial Center in Spanish Fork City (the “Project”); and

WHEREAS, Developer has purchased and/or placed under contract the right to purchase water rights which will be necessary for the development of the Project; and

WHEREAS, a certain amount of the available water has been reserved for IHC Health Services, Inc., a Utah non-profit corporation (“IHC”), in order for IHC to develop a hospital as part of the Project, and which reservation was necessary to accomplish a land swap between Developer and IHC in order for the Project to be developed; and

WHEREAS, the exact amount of water needed to supply the Project cannot be known until the more specific uses are known, but can be estimated; and

WHEREAS, the water the Developer has purchased or has under contract has limitations which may be able to be overcome with exchanges and changes in points of diversion, subject to depletion amounts required by the State Engineer, which exchanges and changes may increase the amount of water useable by City and thus, available to Developer for the Project;

NOW THEREFORE, the parties hereunto agree as follows:

AGREEMENT

1. Developer either owns or has placed under contract the right to purchase certain water rights within the Project Area identified as 333.76 shares in The New Northeast Spanish Fork Irrigation Co. and 25 shares in Spanish Fork West Field

Irrigation Co. These shares will be transferred to City to be used as water credits within the Project.

2. Based on the location of the water sources, the amount of actual flows, and the difference between agricultural and M&I uses, City has accepted the water for the following amounts:

The New Northeast Spanish Fork Irrigation Co.	361.00 acre feet
Spanish Fork West Field Irrigation Co.	39.45 acre feet
Total:	400.45 acre feet

However, the parties recognize that potential exchanges, changes in points of diversion, and efforts to increase actual flows may increase the amount of water available for use.

3. Developer has reserved to IHC 275.47 acre feet for its development purposes, leaving Developer with 124.98 acre feet available for the Project. The parties estimate that the outdoor irrigation water needed for the Project will be 124.98 acre feet. However, the parties further recognize that actual uses may increase or decrease the amount of outdoor water required by City for the Project.
4. When the Project is developed, outdoor water requirements based on the amount of landscaping will be assessed at the rate of four (4) acre feet per acre of landscaping requiring water. The water requirement for outdoor use will be adjusted upward or downward from the 124.98 acre feet based on the actual landscape needs. If the needs are greater than 124.98 acre feet, Developer will be required to make up the difference. If the needs are less than 124.98 acre feet, Developer will be given additional water credits for use within the city.
5. Developer will receive additional water credits if the amount of water can be increased by exchanges, changes in points of diversion, or increasing actual flows. To the extent increases are dependent on the State Engineer approving exchanges or changes to the points of diversion, the amount of water actually approved by the State Engineer will be allowed as additional credits. Developer may use that water to supplement any shortages from the 124.98 acre feet currently allocated to the Project, then may use the credits for any other project within the city or sell the credits to any other developer developing within the city.
6. City will cooperate with Developer in filing change applications with the State Engineer in order to maximize the amount of water available for use under the shares, including filing change applications in the City's name. Both parties will use their best efforts to maximize the amount of water available.
7. Developer may obtain other water in the Project area, such as Strawberry Water,

Wash Creek Irrigation Co. water, or other water which may be available. If additional water is acquired, the parties will jointly determine the amount of water credit to be awarded for use or sale by Developer.

8. This document clarifies all prior agreements between the parties hereto concerning available water rights needed to develop the Project. All prior discussions, negotiations, or understandings concerning available water rights are merged herein and superseded hereby. This agreement supplements the other written contracts between the parties concerning the development of the Project.
9. In the event that any action is required to enforce any of the terms or provisions of this Agreement, the prevailing Party in such action shall be entitled to payment of its reasonable attorney fees, costs and expenses incurred.
10. Any notice, demand, request, consent, approval or other communication which either Party is required or desires to give under this Agreement shall be made in writing and mailed to the other Party at the address set forth below or at such other address as the Party may provide. Such notices shall be mailed by first-class mail, postage prepaid to the Parties as follows:

To City at:

Spanish Fork City
Attn: City Manager
40 South Main
Spanish Fork, Utah 84660

To Developer at:

Tenedor L.L.C.
c/o Woodbury Corporation
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109

With a copy to WPI:

WPI Enterprises
Attn: Richard Mendenhall
5455 West 11000 North, Suite 202
Highland, Utah 84003

11. This Agreement shall not be deemed to confer any rights upon, nor obligate either of the Parties to any person or entity other than one another.
12. This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Utah both as to interpretation and performance.
13. The Parties agree to do any act or thing and to execute any additional documents reasonably necessary and proper with the performance of their obligations hereunder and to carry out the intent of the Parties and to effect the provisions of this Agreement.
14. No covenant or condition of this Agreement may be waived by any Party unless done so in writing. Forbearance or indulgence by any Party in any regard shall not constitute waiver of the covenants or conditions to be performed by the other.
15. If any provision of this Agreement is held to be or is, in fact, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions contained herein or render them invalid, inoperative or unenforceable.
16. This Agreement shall be binding upon and inure to the benefit of the Parties and to their respective successors and assigns.
17. This Agreement may be executed in counterparts each of which shall be deemed an original but which together shall constitute one agreement.

[Signature Pages to Follow]

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written.

TENEDOR L.L.C., a Utah limited liability company

By: WOODBURY CORPORATION, a Utah corporation, Its Manager

By: _____
Jeffrey K. Woodbury, Vice President

By: _____
O. Randall Woodbury, Secretary

By: _____
Richard L.K. Mendenhall
Its: Manager

SPANISH FORK CITY,

By: _____
G. Wayne Andersen
Its: Mayor

Attest:

Kent R. Clark, City Recorder

ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF UTAH)

On this ____ day of _____, 2013, before me, a Notary Public in and said County and State, personally appeared G. Wayne Andersen and Kent R. Clark, the mayor and city recorder of Spanish Fork City, known or identified to me to be the individuals whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

CANYON CREEK PRELIMINARY PLAT

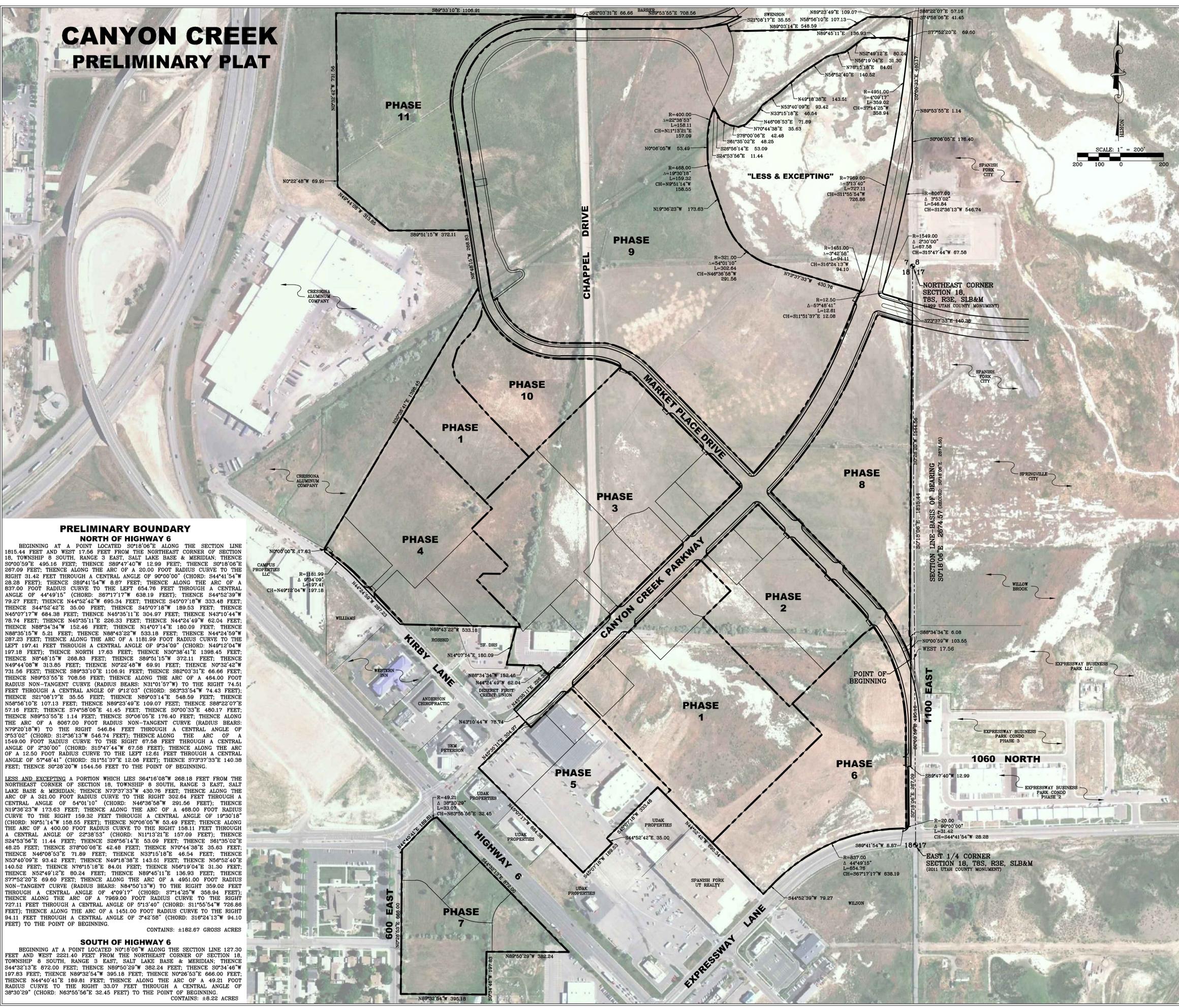


TABLE OF CONTENTS

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SHEET 2	DEMOLITION PLAN - NORTH
SHEET 3	LOT LAYOUT - SOUTH
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SHEET 7	CANYON CREEK PARKWAY PLAN
SHEET 8	MARKET PLACE DRIVE PLAN
SHEET 9	DETAILS
SHEET 10	AREA SOUTH OF HIGHWAY 6

TABULATIONS

TOTAL AREA	182.67 ACRES
ZONE	C-2 & B-P
LANDSCAPE AREA	15% REQUIRED ON OVERALL PROJECT. FINAL LOCATION TO BE PROVIDED WITH FINAL DRAWINGS. SEE DESIGN GUIDELINES FOR PROPOSED LANDSCAPE MASTER PLAN.

- NOTES**
- ALL CONSTRUCTION TO BE IN ACCORDANCE W/SPANISH FORK CITY STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR TO VERIFY DEPTH AND LOCATION OF ALL UTILITIES SHOWN.
 - ALL VERTICAL DATA IS BASED ON NAVD83.
 - PHASES TO BE FURTHER SUBDIVIDED INTO LOTS WITH FINAL PLATS AND SITE PLANS APPROVED AT STAFF LEVEL.
 - SEE DESIGN GUIDELINES FOR ADDITIONAL DETAIL INCLUDING ARCHITECTURAL AND LANDSCAPE GUIDELINES, PROJECT THEME, MATERIALS, COLORS, SIGNAGE, ETC.
 - INTERNAL UTILITY LINES SHOWN ARE INTENDED TO BE A GUIDELINE AND FINAL LOCATION MAY VARY SLIGHTLY AT TIME OF FINAL SITE PLAN DESIGN.
 - STORM DRAINAGE FACILITIES FOR THE NORTHERN PORTION OF THE DEVELOPMENT WILL BE REVIEWS AT FINAL PLAT AS PHASES 8-11 DEVELOP.
 - THE FOLLOWING ITEMS WILL BE REVIEWED AT FINAL PLAT: WATER & PI VALVES, FIRE HYDRANTS, PI DRAINS, WATER & SEWER SERVICE DETAILS, LOT LINE AND INTERNAL UTILITY EASEMENTS.

LEGEND

EXISTING	
WATER METER	⊕
WATER	— EX — W
WATER VALVE	⊗
FIRE HYDRANT	⊙
SEWER	— EX — SS
SEWER MANHOLE	⊕
STORM DRAIN	— EX — SD
STORM DRAIN MANHOLE	⊕
STORM DRAIN CURB INLET	⊕
PI	— EX — PI
PI VALVE	⊗
FENCE	— X —
PROPOSED	
WATER	— W
WATER VALVE	⊗
FIRE HYDRANT	⊙
SEWER	— SS
SEWER MANHOLE	⊕
STORM DRAIN	— SD
STORM DRAIN MANHOLE	⊕
STORM DRAIN CURB INLET	⊕
PI	— PI
PI VALVE	⊗
PHASE LINE	— — — —

PRELIMINARY BOUNDARY NORTH OF HIGHWAY 6
 BEGINNING AT A POINT LOCATED S018°06'E ALONG THE SECTION LINE 1815.44 FEET AND WEST 17.56 FEET FROM THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE S09°00'59"E 495.16 FEET; THENCE S89°47'40"W 12.99 FEET; THENCE S018°06'E 287.09 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT 31.42 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: S44°41'54"W 28.28 FEET); THENCE S89°41'54"W 8.87 FEET; THENCE ALONG THE ARC OF A 837.00 FOOT RADIUS CURVE TO THE LEFT 654.76 FEET THROUGH A CENTRAL ANGLE OF 44°49'15" (CHORD: S87°17'17"W 638.19 FEET); THENCE S44°52'39"W 79.27 FEET; THENCE S44°52'42"E 35.00 FEET; THENCE S45°07'16"W 189.53 FEET; THENCE N45°07'17"W 684.38 FEET; THENCE N45°36'11"E 304.97 FEET; THENCE N43°10'44"W 78.74 FEET; THENCE N45°36'11"E 226.33 FEET; THENCE N44°24'49"W 62.04 FEET; THENCE N88°34'34"W 152.46 FEET; THENCE N40°07'14"E 180.09 FEET; THENCE N88°56'15"W 6.21 FEET; THENCE N88°43'22"W 535.18 FEET; THENCE N44°24'49"W 287.23 FEET; THENCE ALONG THE ARC OF A 1181.99 FOOT RADIUS CURVE TO THE LEFT 197.41 FEET THROUGH A CENTRAL ANGLE OF 9°34'09" (CHORD: N49°12'04"W 197.18 FEET); THENCE NORTH 17.63 FEET; THENCE N30°36'41"E 1398.45 FEET; THENCE N8°48'15"W 268.83 FEET; THENCE S89°51'15"W 372.11 FEET; THENCE N49°44'08"W 313.85 FEET; THENCE N0°22'48"W 69.91 FEET; THENCE N0°32'42"W 731.56 FEET; THENCE S89°33'10"E 1108.91 FEET; THENCE S82°03'31"E 66.66 FEET; THENCE N89°53'55"E 708.56 FEET; THENCE ALONG THE ARC OF A 484.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N31°01'57"W) TO THE RIGHT 74.51 FEET THROUGH A CENTRAL ANGLE OF 91°2'03" (CHORD: S83°33'54"W 74.43 FEET); THENCE S21°08'17"E 35.55 FEET; THENCE N89°03'14"E 548.59 FEET; THENCE N58°56'10"E 107.13 FEET; THENCE N89°23'49"E 109.07 FEET; THENCE S09°00'33"E 480.17 FEET; THENCE S74°58'08"E 41.45 FEET; THENCE S09°00'33"E 480.17 FEET; THENCE N89°53'55"E 1.14 FEET; THENCE S09°00'57"E 176.40 FEET; THENCE ALONG THE ARC OF A 608.70 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N79°20'18"W) TO THE RIGHT 546.84 FEET THROUGH A CENTRAL ANGLE OF 3°53'02" (CHORD: S12°36'13"W 546.74 FEET); THENCE ALONG THE ARC OF A 1549.00 FOOT RADIUS CURVE TO THE RIGHT 87.58 FEET THROUGH A CENTRAL ANGLE OF 2°30'00" (CHORD: S19°47'44"W 87.58 FEET); THENCE ALONG THE ARC OF A 12.50 FOOT RADIUS CURVE TO THE LEFT 12.61 FEET THROUGH A CENTRAL ANGLE OF 57°48'41" (CHORD: S11°51'37"E 12.08 FEET); THENCE S73°37'33"E 140.38 FEET; THENCE S0°28'20"W 1544.56 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING A PORTION WHICH LIES S64°16'08"W 268.18 FEET FROM THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE N79°37'33"W 430.76 FEET; THENCE ALONG THE ARC OF A 321.00 FOOT RADIUS CURVE TO THE RIGHT 302.84 FEET THROUGH A CENTRAL ANGLE OF 54°01'10" (CHORD: N46°36'58"W 291.56 FEET); THENCE N19°36'23"W 173.63 FEET; THENCE ALONG THE ARC OF A 468.00 FOOT RADIUS CURVE TO THE RIGHT 159.32 FEET THROUGH A CENTRAL ANGLE OF 19°30'18" (CHORD: N9°51'14"W 158.55 FEET); THENCE N0°08'05"W 63.49 FEET; THENCE ALONG THE ARC OF A 400.00 FOOT RADIUS CURVE TO THE RIGHT 158.11 FEET THROUGH A CENTRAL ANGLE OF 22°38'53" (CHORD: N11°13'21"E 157.09 FEET); THENCE S24°53'56"E 11.44 FEET; THENCE S26°56'14"E 53.09 FEET; THENCE S01°35'02"E 48.25 FEET; THENCE S78°00'06"E 42.48 FEET; THENCE N70°44'38"E 35.63 FEET; THENCE N46°08'53"E 71.89 FEET; THENCE N33°15'18"E 46.04 FEET; THENCE N56°19'04"E 31.30 FEET; THENCE N52°49'12"E 80.24 FEET; THENCE N89°45'11"E 136.93 FEET; THENCE S77°52'20"E 69.60 FEET; THENCE ALONG THE ARC OF A 4951.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N64°50'13"W) TO THE RIGHT 350.82 FEET THROUGH CENTRAL ANGLE OF 4°09'17" (CHORD: S714°25'W 358.94 FEET); THENCE ALONG THE ARC OF A 7989.00 FOOT RADIUS CURVE TO THE RIGHT 727.11 FEET THROUGH A CENTRAL ANGLE OF 5°13'40" (CHORD: S11°55'54"W 726.86 FEET); THENCE ALONG THE ARC OF A 1451.00 FOOT RADIUS CURVE TO THE RIGHT 94.11 FEET THROUGH A CENTRAL ANGLE OF 3°42'58" (CHORD: S18°24'13"W 94.10 FEET) TO THE POINT OF BEGINNING.

SOUTH OF HIGHWAY 6
 BEGINNING AT A POINT LOCATED N018°06'W ALONG THE SECTION LINE 127.30 FEET AND WEST 2221.40 FEET FROM THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE S44°32'13"E 672.00 FEET; THENCE N65°50'28"W 382.24 FEET; THENCE S03°54'48"W 197.83 FEET; THENCE N89°32'54"W 395.18 FEET; THENCE N0°26'55"E 666.00 FEET; THENCE N44°40'41"E 189.81 FEET; THENCE ALONG THE ARC OF A 49.21 FOOT RADIUS CURVE TO THE RIGHT 33.07 FEET THROUGH A CENTRAL ANGLE OF 36°30'29" (CHORD: N63°55'56"E 32.45 FEET) TO THE POINT OF BEGINNING.

CONTAINS: ±182.67 GROSS ACRES

DEVELOPER
 TENEDOR LLC
 2733 E. PARLEYS WAY
 SALT LAKE CITY, UTAH 84109
 801-485-7770

ENGINEER
 LEI CONSULTING ENGINEERS
 3302 NORTH MAIN
 SPANISH FORK, UTAH 84660
 (801)798-0555

PROJECT NAME
 CANYON CREEK CROSSING

REVISIONS

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LEI PROJECT #: 2011-0859
 DRAWN BY: RWB
 CHECKED BY: BTG
 SCALE: 1" = 200'
 DATE: 8/14/2013
 SHEET

3302 N. Main Street
 Spanish Fork, UT 84660
 Phone: 801.798.0555
 Fax: 801.798.9393
 office@lei-eng.com
 www.lei-eng.com

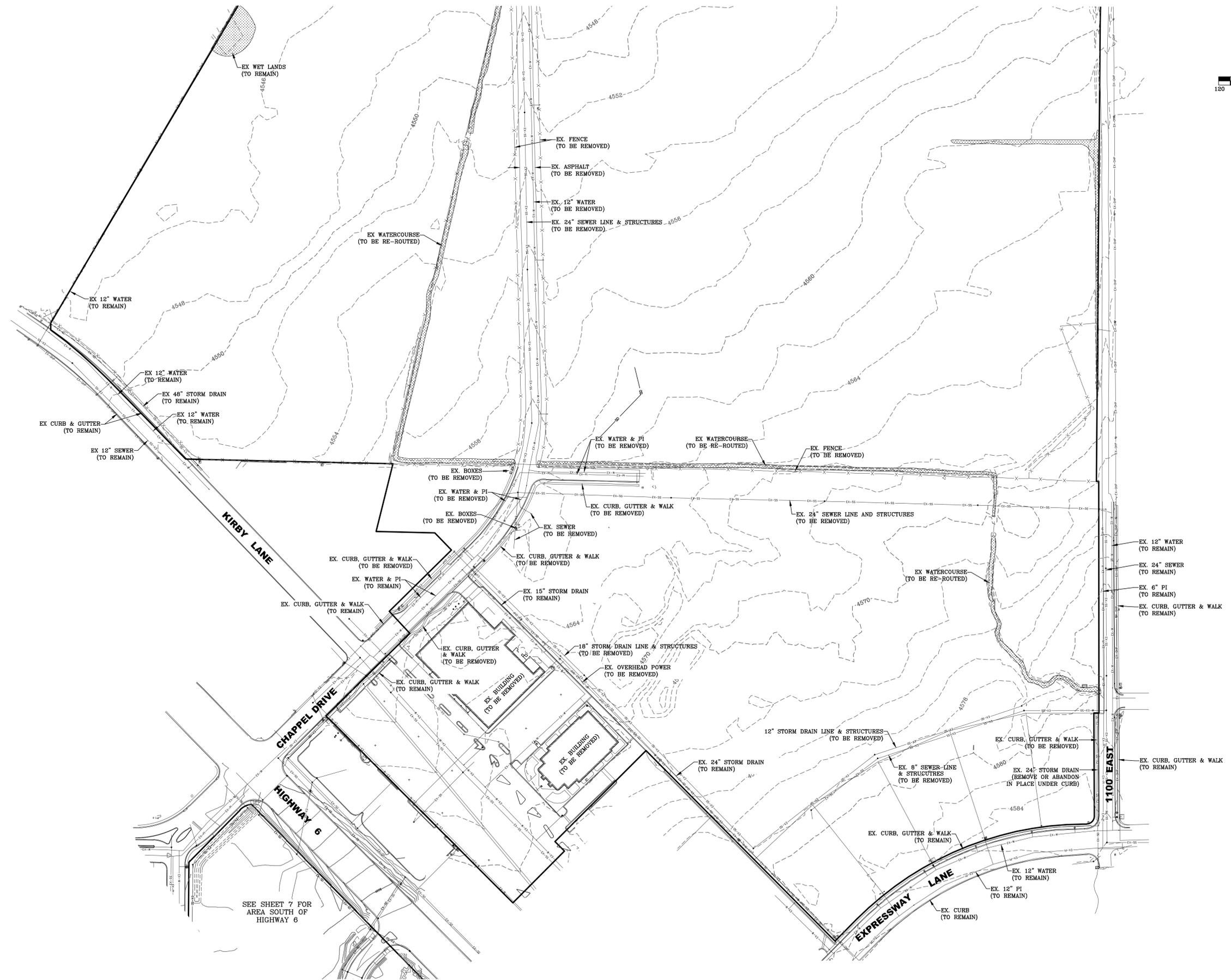
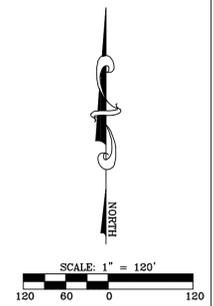
CANYON CREEK - EXHIBIT C
 SPANISH FORK CITY, UTAH
PRELIMINARY - COVER

COVER



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PLANNERS**

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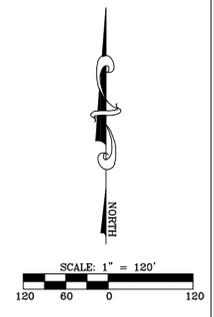
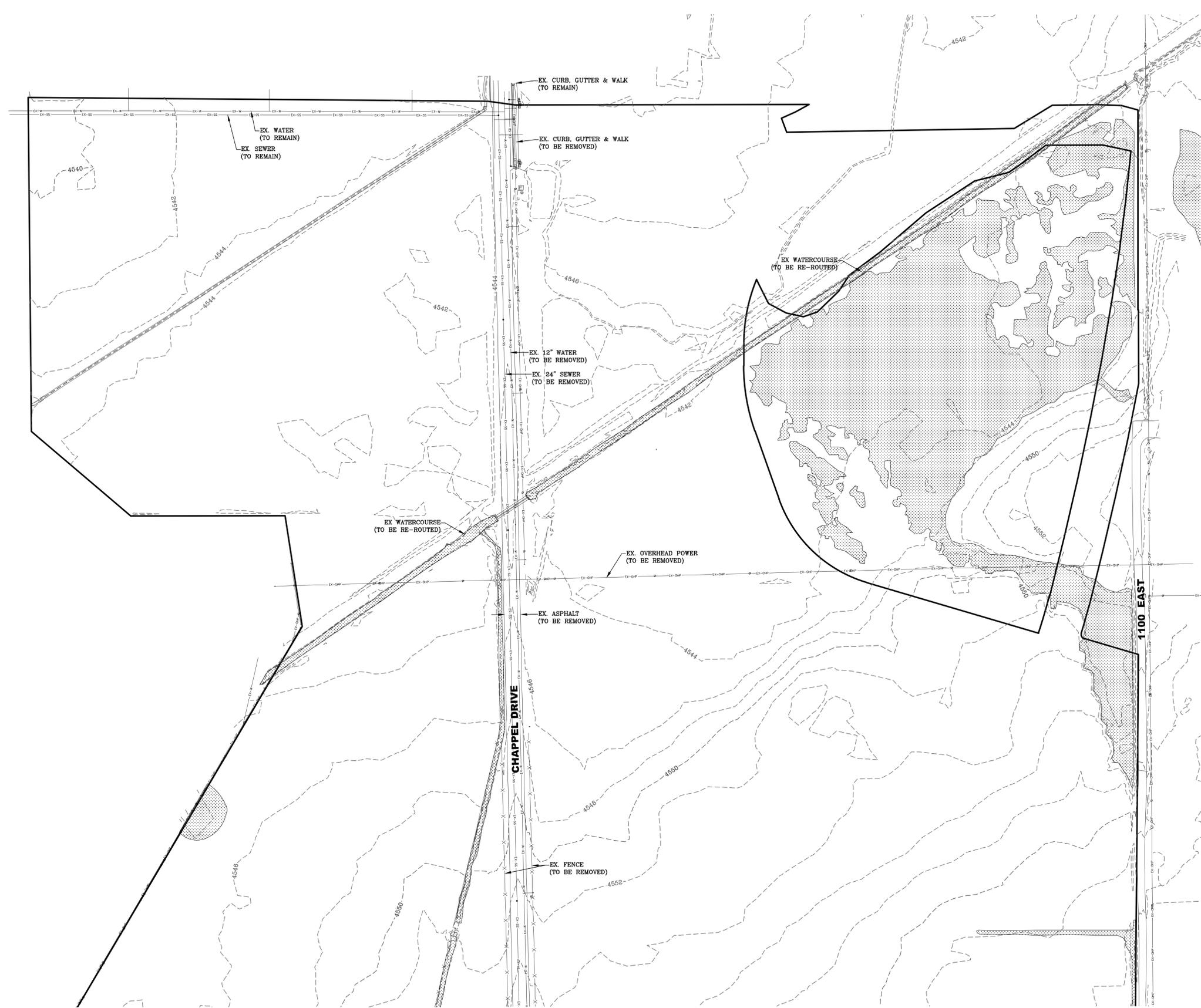
SEE SHEET 7 FOR
AREA SOUTH OF
HIGHWAY 6

CANYON CREEK
SPANISH FORK CITY, UTAH
DEMOLITION PLAN - SOUTH

REVISIONS	
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LEI PROJECT #: 2011-0859
DRAWN BY: RWH
CHECKED BY: BTG
SCALE: 1" = 120'
DATE: 8/15/2013

SHEET
1



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CANYON CREEK
 SPANISH FORK CITY, UTAH
DEMOLITION PLAN - NORTH

REVISIONS	
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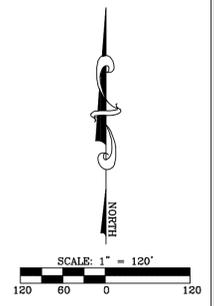
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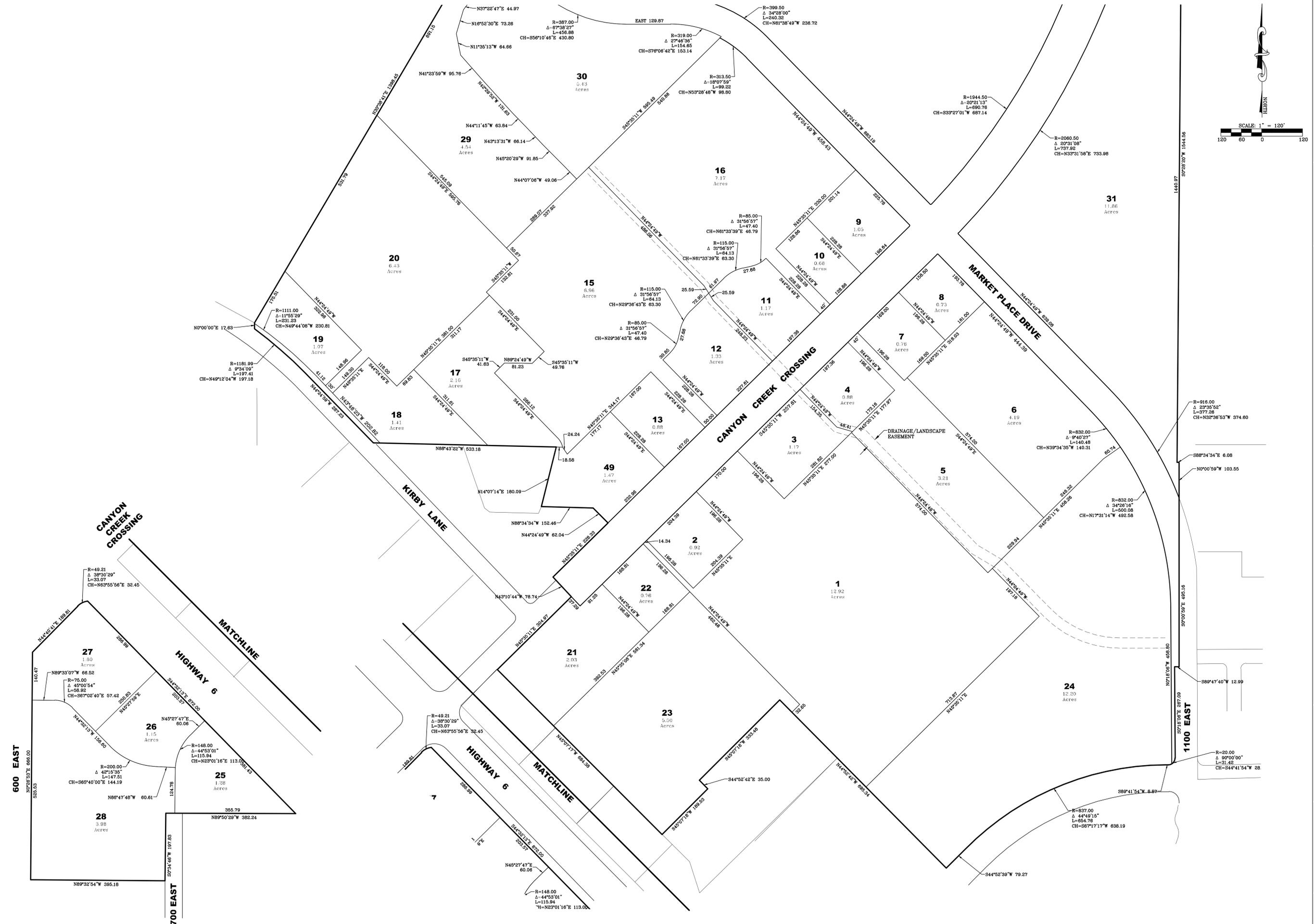


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**CANYON CREEK
SPANISH FORK CITY, UTAH
LOT LAYOUT - SOUTH**



REVISIONS	
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8/15/2013

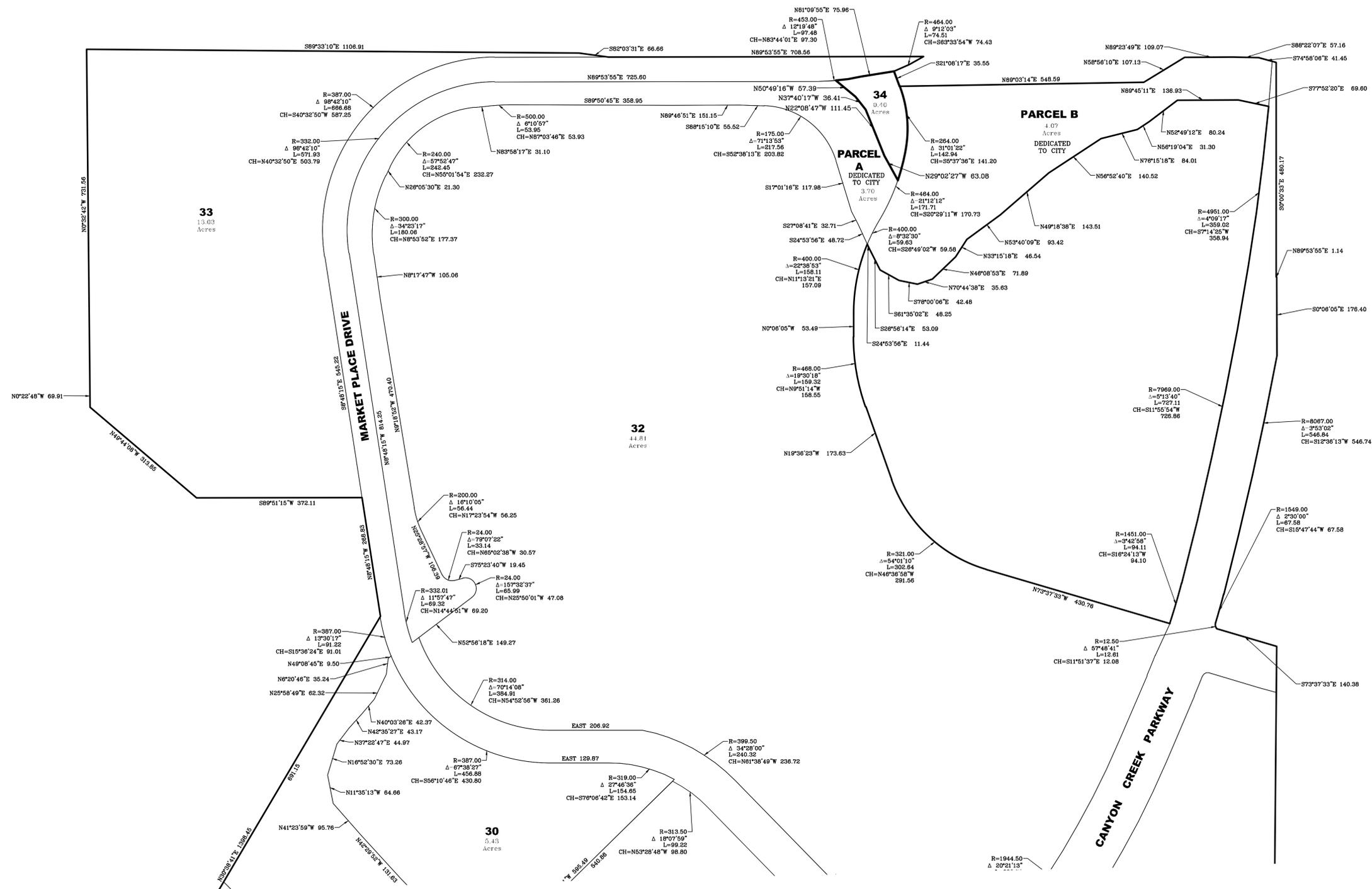
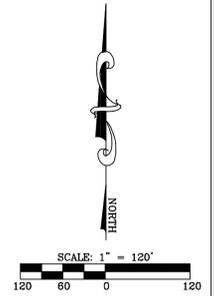
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CANYON CREEK
SPANISH FORK CITY, UTAH
LOT LAYOUT - NORTH

REVISIONS	
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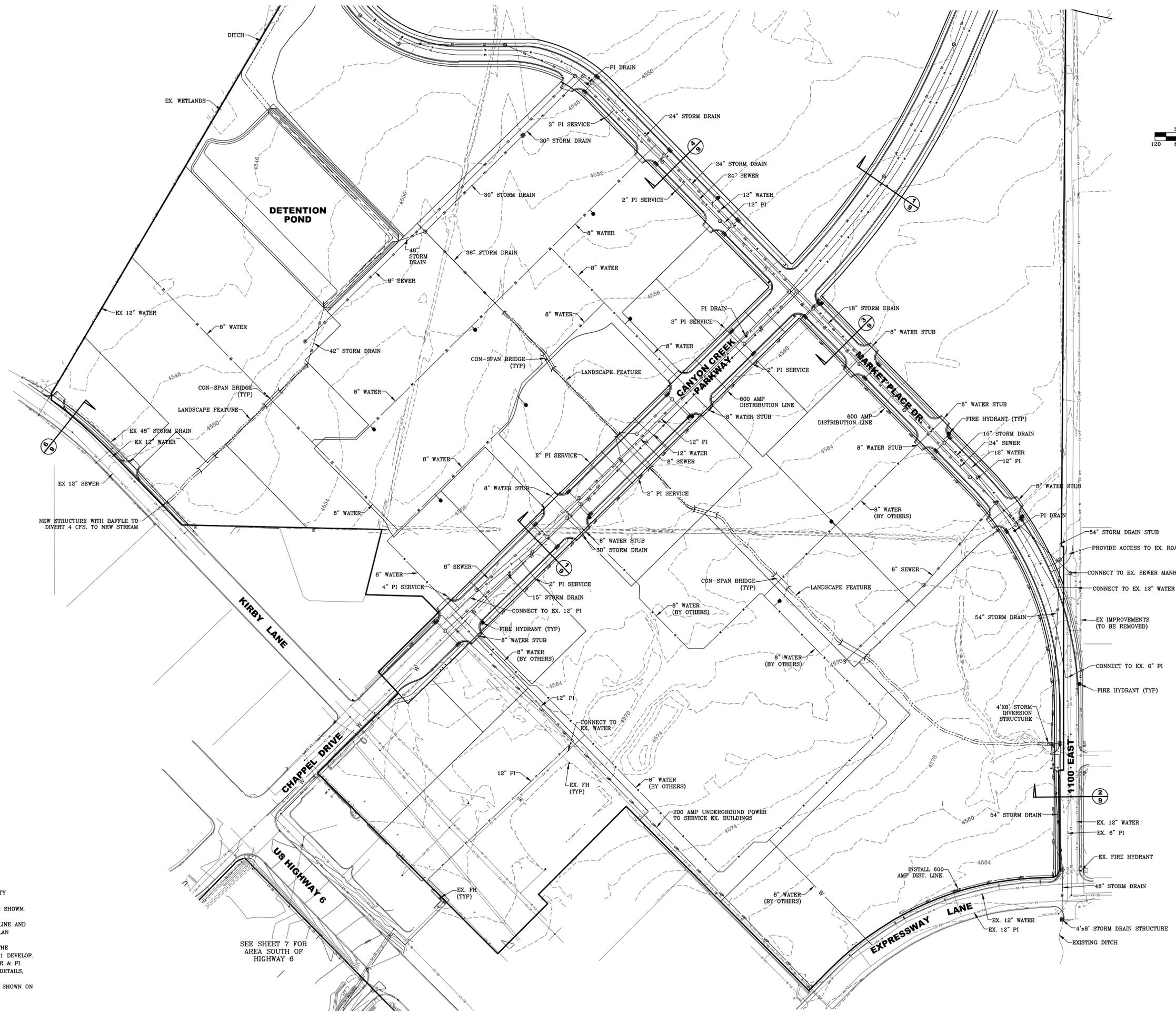
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CHECKED BY: **BTG**
SCALE: **1" = 120'**
DATE: **8/15/2013**

SHEET
4



**ENGINEERS
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PLANNERS**

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- NOTES**
1. ALL CONSTRUCTION TO BE IN ACCORDANCE W/SPANISH FORK CITY STANDARDS AND SPECIFICATIONS.
 2. CONTRACTOR TO VERIFY DEPTH AND LOCATION OF ALL UTILITIES SHOWN.
 3. ALL VERTICAL DATA IS BASED ON NAVD83.
 4. INTERNAL UTILITY LINES SHOWN ARE INTENDED TO BE A GUIDELINE AND FINAL LOCATION MAY VARY SLIGHTLY AT TIME OF FINAL SITE PLAN DESIGN.
 5. STORM DRAINAGE FACILITIES FOR THE NORTHERN PORTION OF THE DEVELOPMENT WILL BE REVIEWS AT FINAL PLAT AS PHASES 8-11 DEVELOP.
 6. THE FOLLOWING ITEMS WILL BE REVIEWED AT FINAL PLAT: WATER & PI VALVES, FIRE HYDRANTS, PI DRAINS, WATER & SEWER SERVICE DETAILS, LOT LINE AND INTERNAL UTILITY EASEMENTS.
 7. POWER & DRY UTILITIES THAT WILL BE INSTALLED MAY NOT BE SHOWN ON THIS DRAWING AND WILL BE DESIGNED BY OTHERS.

CANYON CREEK
SPANISH FORK CITY, UTAH
MASTER UTILITY PLAN - SOUTH

REVISIONS	
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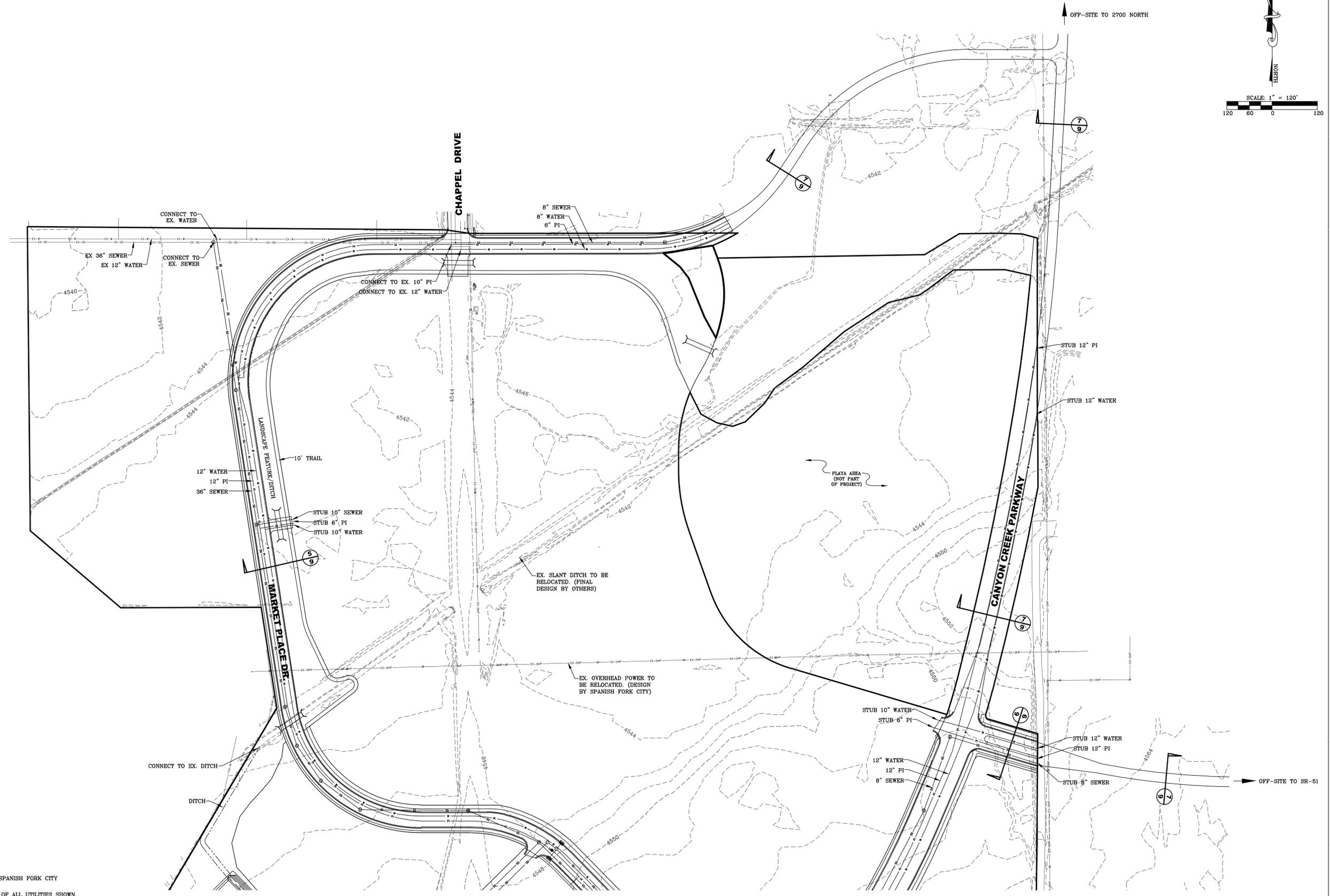
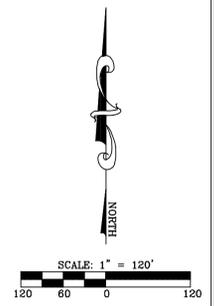
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2011-0859
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BTG
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DATE:
8/15/2013

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 5. STORM DRAINAGE FACILITIES FOR THE NORTHERN PORTION OF THE DEVELOPMENT WILL BE REVIEWS AT FINAL PLAT AS PHASES 9-11 DEVELOP.
 6. THE FOLLOWING ITEMS WILL BE REVIEWED AT FINAL PLAT: WATER & PI VALVES, FIRE HYDRANTS, PI DRAINS, WATER & SEWER SERVICE DETAILS, LOT LINE AND INTERNAL UTILITY EASEMENTS.
 7. POWER & DRY UTILITIES THAT WILL BE INSTALLED MAY NOT BE SHOWN ON THIS DRAWING AND WILL BE DESIGNED BY OTHERS.

**CANYON CREEK
SPANISH FORK CITY, UTAH
MASTER UTILITY PLAN - NORTH**

REVISIONS	
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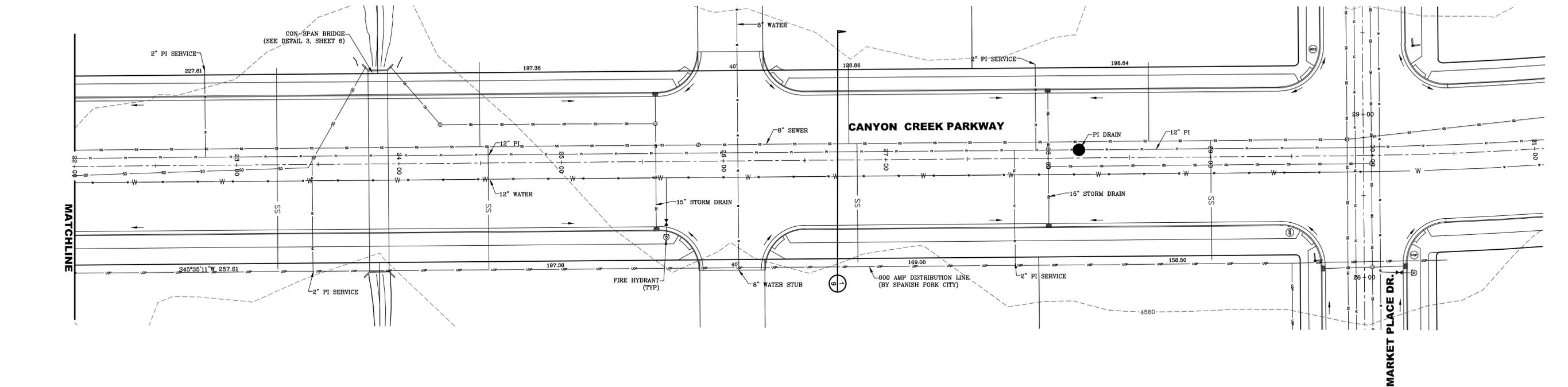
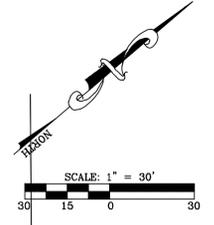
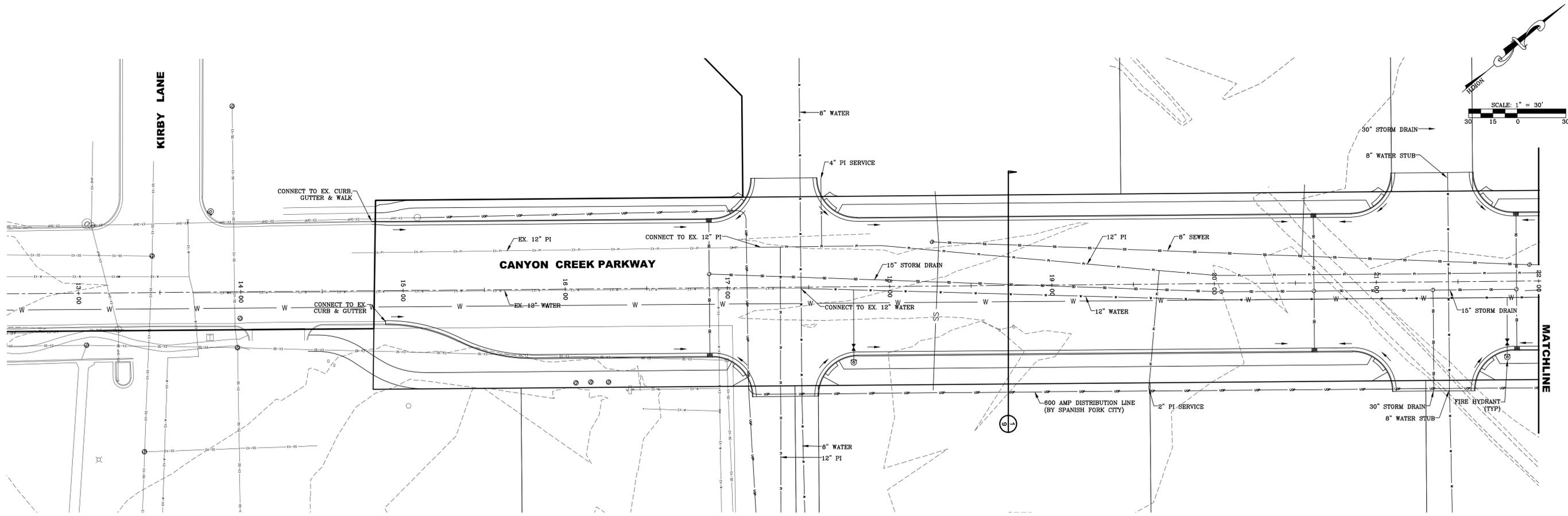
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DATE: 8/15/2013

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CANYON CREEK
SPANISH FORK CITY, UTAH
CANYON CREEK PARKWAY

REVISIONS	
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LEI PROJECT #: 2011-0859
DRAWN BY: RWH
CHECKED BY: BTG
SCALE: 1" = 30'
DATE: 8/15/2013

SHEET
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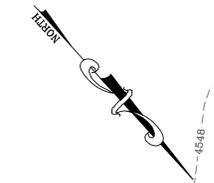
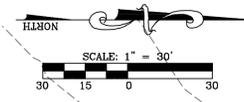
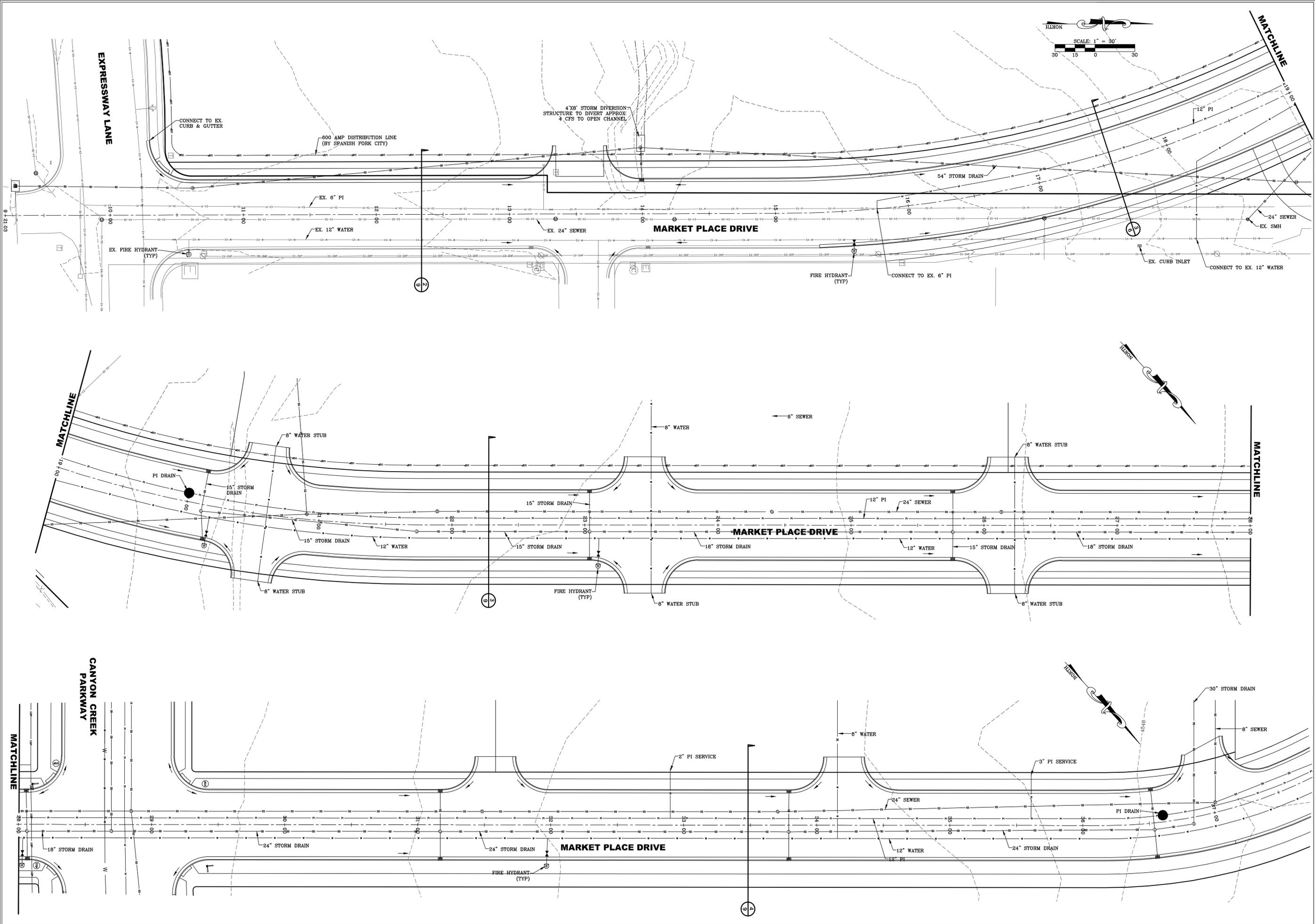


**ENGINEERS
SURVEYORS
PLANNERS**

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www.lei-eng.com

CANYON CREEK
SPANISH FORK CITY, UTAH

MARKET PLACE DRIVE

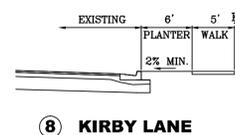
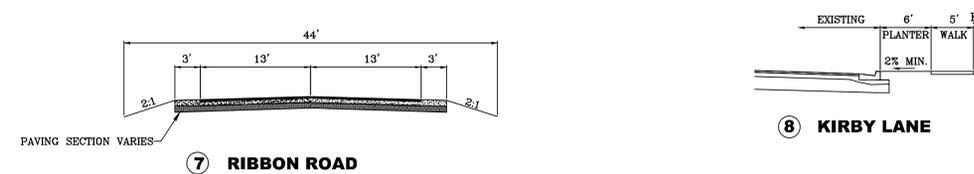
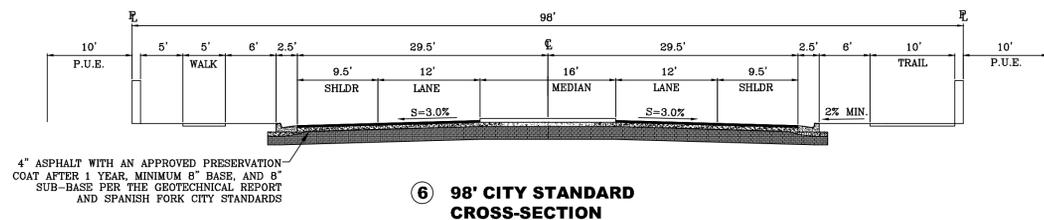
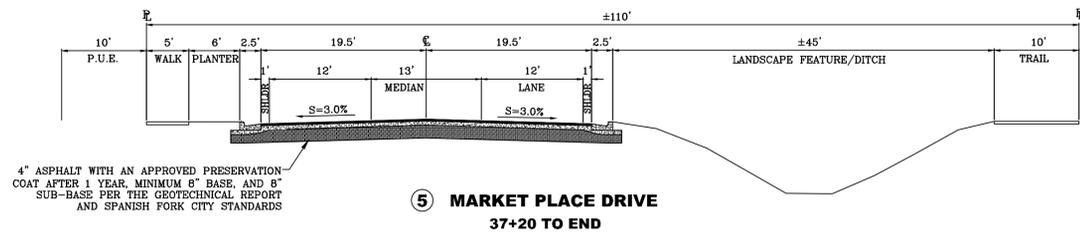
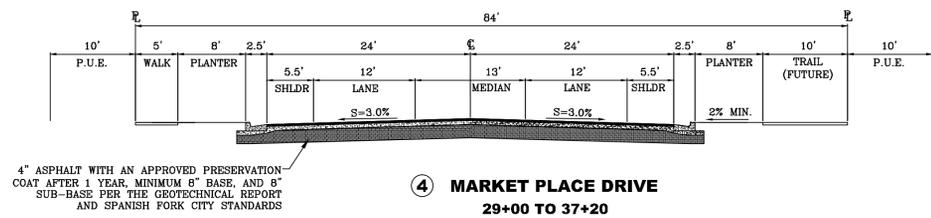
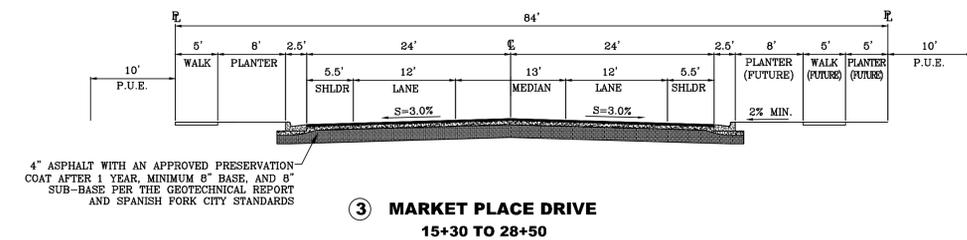
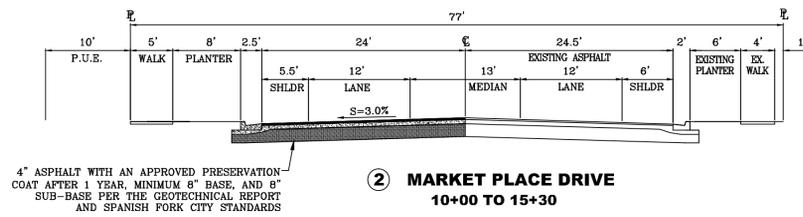
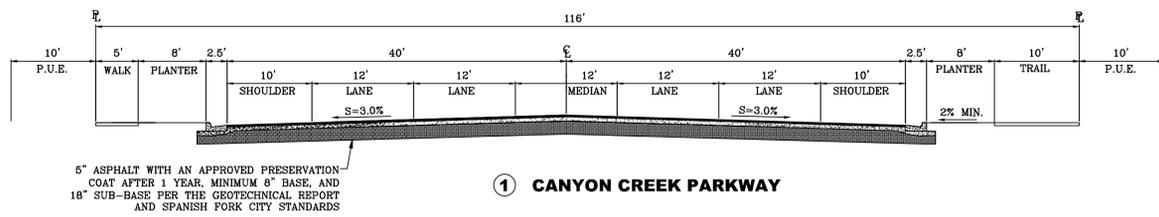


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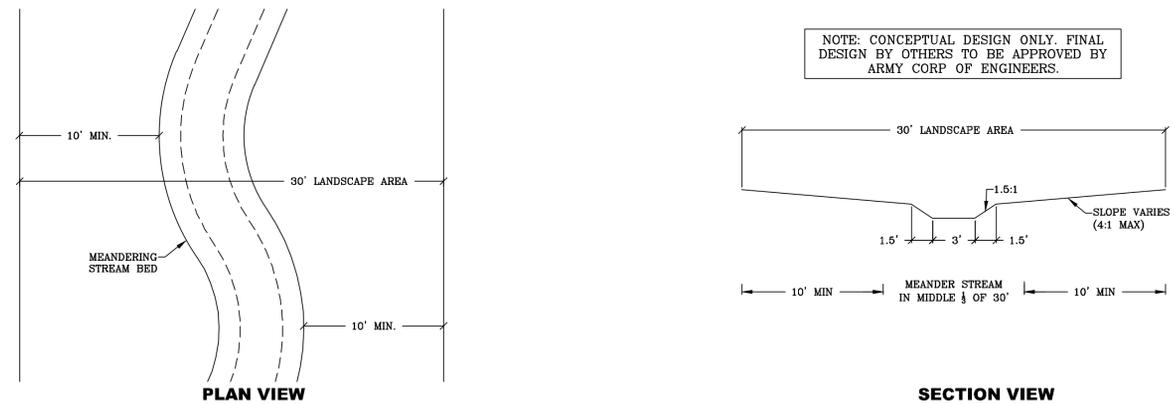
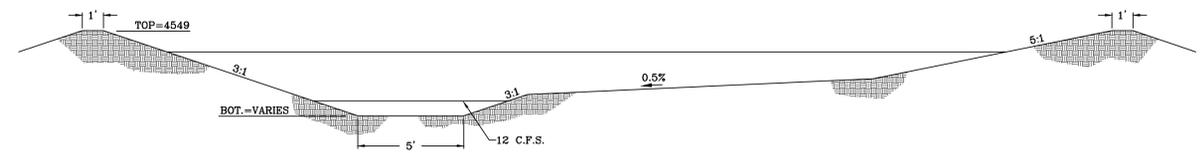
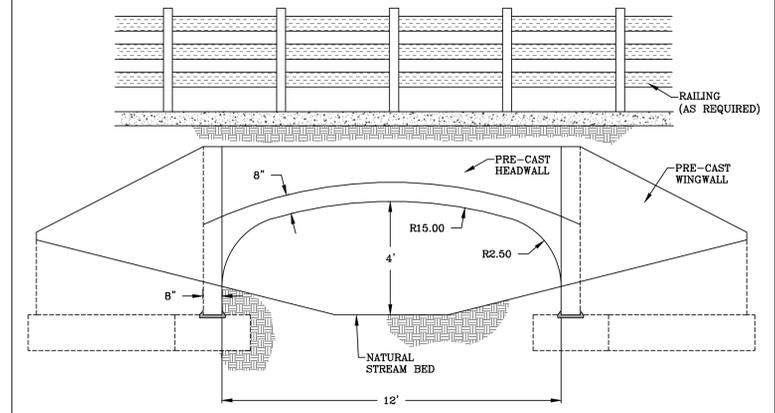
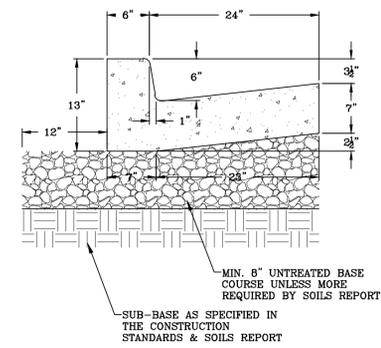
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SHEET
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NOTE: SIDEWALKS MAY MEANDER PER DESIGN STANDARDS. RIGHT-OF-WAY(S) ARE SUBJECT TO CITY ENGINEER APPROVAL.



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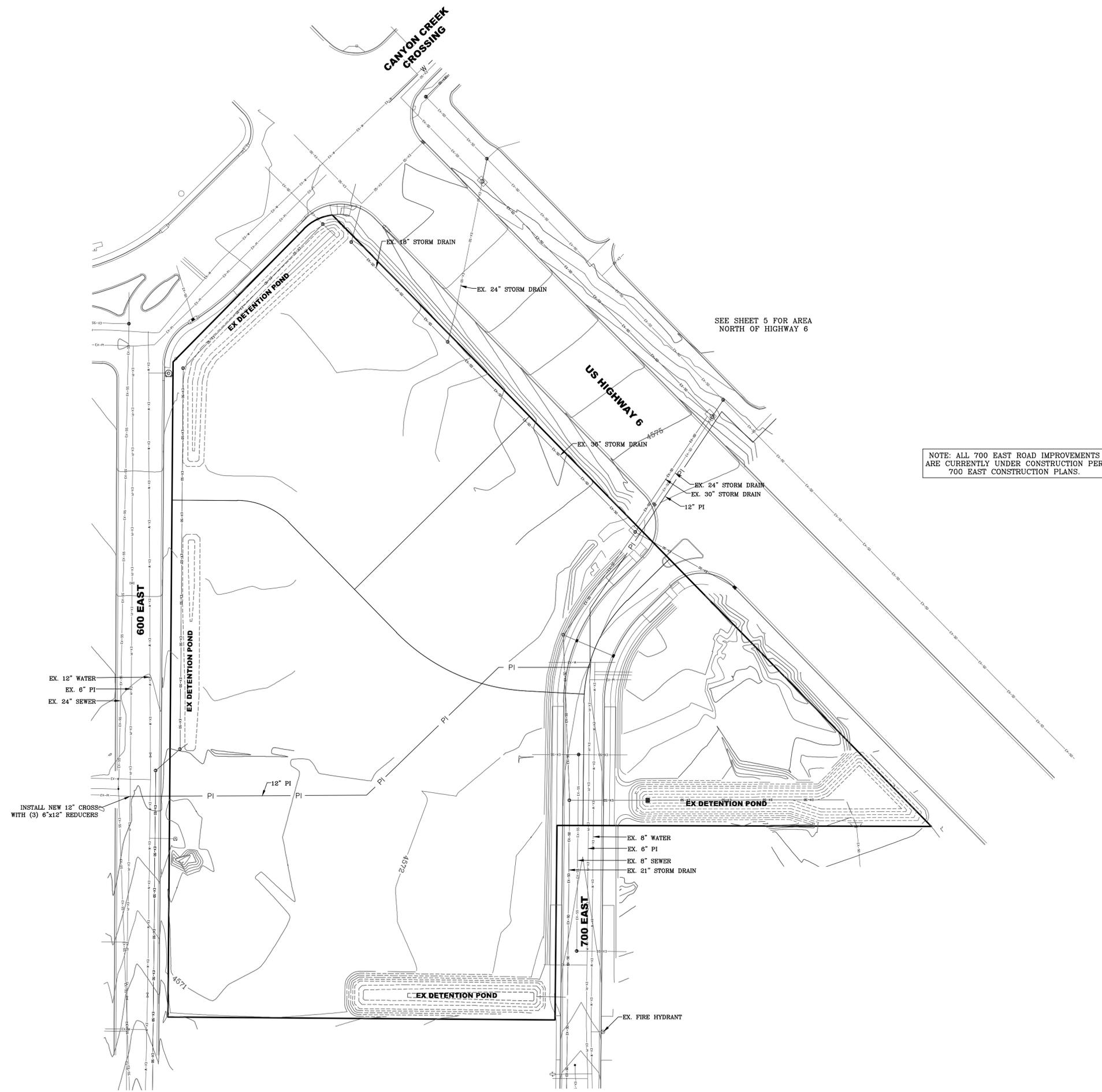
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CHECKED BY:	BTG
SCALE:	N.T.S.
DATE:	8/15/2013
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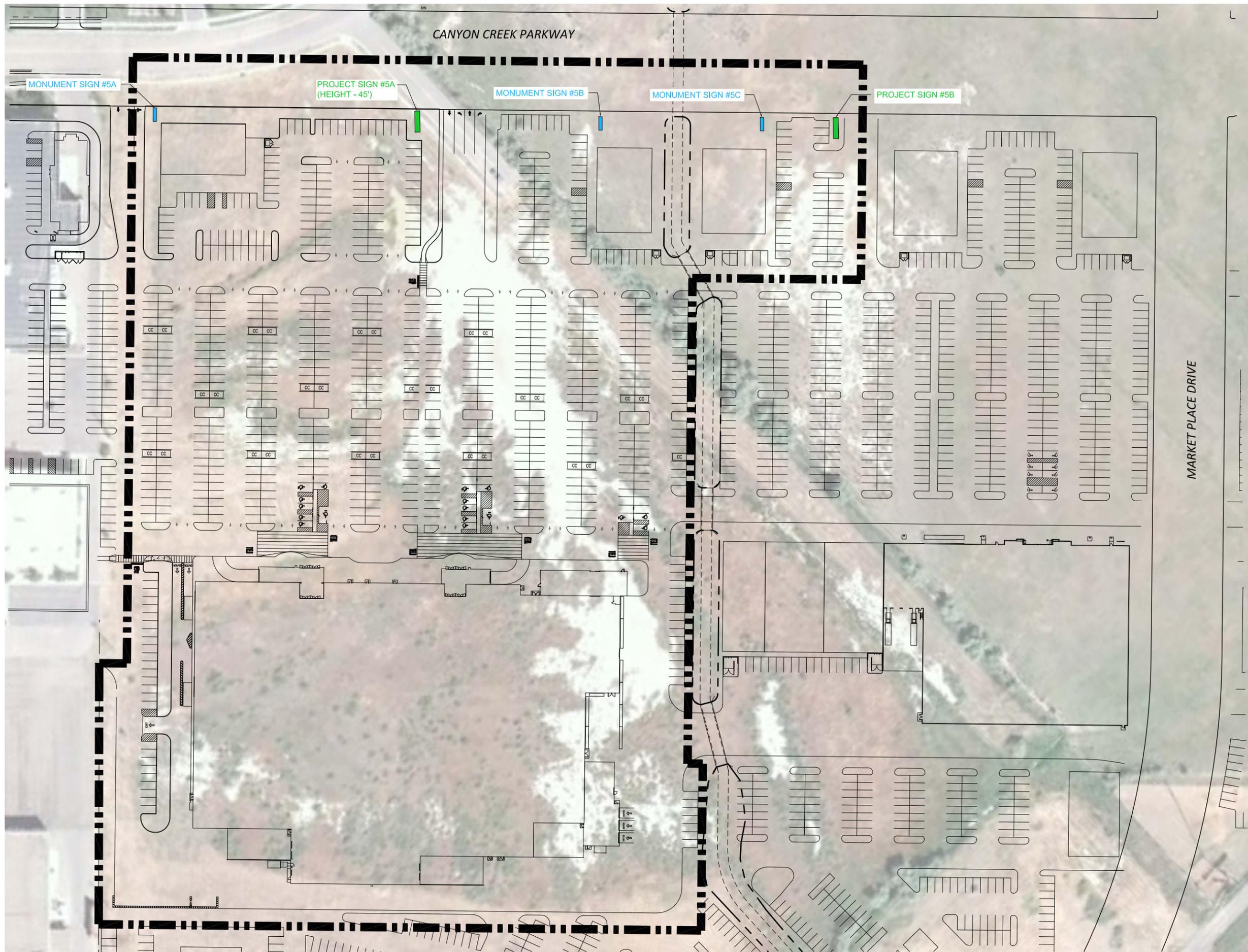
CANYON CREEK
SPANISH FORK CITY, UTAH

MASTER UTILITY PLAN - SOUTH OF HIGHWAY 6

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LEI PROJECT #: 2011-0859
DRAWN BY: RWH
CHECKED BY: BTG
SCALE: 1" = 50'
DATE: 8/15/2013

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SIGNAGE AREA 5 LEGEND

ITEM	SYMBOL	QUANTITY
AREA LINE		
PYLON SIGN		-
PROJECT SIGN		2
MONUMENT SIGN		3

SIGNAGE AREA 5 SUMMARY

OVERALL ACREAGE	17.14 ACRES
MAX. NUMBER OF LOTS	4 LOTS
AVERAGE ACREAGE PER LOT	4.28 AC./LOT
LINEAR FOOTAGE ON PUBLIC ROADS	865 LF

**SPANISH FORK CITY
STAFF REPORT TO CITY COUNCIL**



Agenda Date:	January 7, 2014
Staff Contacts:	Seth Perrins, Assistant City Manager
Reviewed By:	Jason Sant, Assistant City Attorney Tyler Jacobson, City Treasurer
Subject:	August Revisions to Employee Personnel Manual

Background

Spanish Fork City has used First West Benefits as our Third Party Benefits Administrator for nearly 10 years. In that time we have developed a great working relationship and have relied on their expertise to assist us with a number of issues, including the many changes that we have made due to the Affordable Care Act (Obamacare).

FirstWest has asked us to update our Business Associate Agreement with them. It is attached for your review. The impetus for this updated agreement is that US Department of Health and Human Services has released new HIPPA regulations and FirstWest needs to update its contracts with its many clients.

The biggest change to the agreement is the transfer of liability to FirstWest should they improperly disseminate electronic personal health information and personal identifying information.

Budget Impact

There is no impact to the budget due to this update. It could be said this positively affects the City's budget due to the liability shift referenced above.

Recommendation

We recommend the council approve the Business Associate Agreement as a part of its consent agenda.

Attachments:

FirstWest Benefit Solutions Business Associate Agreement

FirstWest Benefit Solutions Business Associate Agreement

This Business Associate Agreement (the “Agreement”), dated September 23, 2013__ (“Effective Date”) is entered into by and between Spanish Fork City (“Covered Entity”) and FirstWest Benefit Solutions (“Business Associate”) (each a “Party” and collectively the “Parties).

Recitals

WHEREAS, the purpose of this Agreement is to assure the privacy and security of Protected Health Information and Electronic Protected Health Information in accordance with the regulations (the “HIPAA Rules”) issued by the Department of Health and Human Services (“HHS”) under the Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. §1320d (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act as codified at 42 U.S.C.A. prec. § 17901 (“HITECH”), enacted as part of the American Recovery and Reinvestment Act (“ARRA”); and

WHEREAS, Covered Entity has engaged Business Associate to perform services on its behalf;

WHEREAS, Covered Entity possesses Individually Identifiable Health Information that is protected under HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations and the HITECH Standards and is permitted to use or disclose such information only in accordance with such laws and regulations;

WHEREAS, Business Associate may receive such information from Covered Entity or create and receive such information on behalf of Covered Entity;

WHEREAS, Covered Entity wishes to ensure that Business Associate will appropriately safeguard Individually Identifiable Health Information;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which we hereby acknowledge, the Parties agree as follows:

Article I Definitions

1.1 Catch-all definitions. The following terms used in this Agreement shall have the same meaning as those terms in HIPAA, the HITECH Act, and any current and future regulations promulgated under HIPAA or HITECH: Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

(a) Breach. “Breach” shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted under 45 C.F.R. Part 164, Subpart E (the

“HIPAA Privacy Regulations”) which compromises the security or privacy of the Protected Health Information. “Breach” shall not include:

- (i) Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Regulations; or
- (ii) Any inadvertent disclosure by a person who is authorized to access Protected Health Information at Covered Entity or Business Associate to another person authorized to access Protected Health Information at Covered Entity or Business Associate, respectively, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Regulations; or
- (iii) A disclosure of Protected Health Information where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(b) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the Party to this Agreement, shall mean the person/entity named above.

(c) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the Party to this Agreement, shall mean the entity named above.

(d) Electronic Protected Health Information. “Electronic Protected Health Information” shall mean Protected Health Information that is transmitted by or maintained in electronic media as defined by the HIPAA Security Regulations.

(e) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(f) HITECH Standards. “HITECH Standards” shall mean the privacy, security and security Breach notification provisions applicable to a Business Associate under Subtitle D of the HITECH Act and any regulations promulgated thereafter.

(g) Individually Identifiable Information. “Individually Identifiable Information” means information that is a subset of health information, including demographic information collected from an individual, and:

- (i) is created or received by a health care provider, health plan, employer or health care clearinghouse; and

(ii) relates to past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and

(A) that identifies the individual; or

(B) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Article 2

Obligations and Activities of Business Associate

2.1 Limited Use or Disclosure of PHI. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s). Business Associate further agrees not use or disclose Protected Health Information other than as permitted or required by the Agreement, in furtherance of the services provided by Business Associate for Covered Entity, or as required by law. Business Associate will not sell Protected Health Information and Electronic Health Records or use or disclose Protected Health Information for marketing or fundraising purposes as set forth in 42 U.S.C. § 17935(d) or 42 U.S.C. § 17936(a), respectively. The Business Associate shall secure Protected Health Information in accordance with 42 U.S.C. § 17932(h) and the related regulations at 45 CFR Part 14, subpart D, as well as any guidance issued by the Secretary that specifies secure technologies and methodologies such that Unsecured Protected Health Information is not maintained by the Business Associate.

2.2 Safeguards. The Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, including establishing procedures that limit access to PHI within its organization to those employees with a need to know the information. The Business Associate agrees that it will implement reasonable administrative, physical, and technical safeguards to protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity, as required by the HIPAA Rules.

Business Associate acknowledges and agrees that the administrative, physical and technical safeguards requirements of 45 CFR Sections 164.308, 164.310 and 164.312 shall apply to the Business Associate in the same manner that such sections apply to the Covered Entity. The Business Associate shall comply with the provisions of 45 CFR Part 164, Subpart C of the HIPAA Rules with respect to Electronic PHI to prevent any use or disclosure of PHI other than as permitted by this Agreement, and shall implement and maintain in written form reasonable and appropriate policies and procedures to comply with the standards, implementation specifications or other requirements of the HIPAA Rules, in accordance with 45 CFR. Section 164.316.

2.3 Notice of Use, Disclosure, Security Incident or Breach.

(a) Business Associate agrees to notify the designated Privacy Officer of the Covered Entity of any use or disclosure of Protected Health Information by Business Associate not provided for by the Agreement, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any security incident of which it becomes aware without unreasonable delay, but in no case more than thirty (30) days following discovery of breach, including instances in which an agent or subcontractor has improperly used or disclosed PHI. For purposes of this Agreement, a Breach shall be treated as discovered as of the first day that the Business Associate knows of, or should reasonably have known of such Breach. Business Associate further agrees to provide the following information in such notice to Covered Entity:

(i) the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;

(ii) a description of the nature of the Breach including the types of Unsecured Protected Health Information that were involved, the date of the Breach and the date of discovery;

(iii) a description of the type of Unsecured Protected Health Information acquired, accessed, used or disclosed in the Breach (e.g., full name, social security number, date of birth, etc.);

(iv) the identity of the person who made and who received (if known) the unauthorized acquisition, access, use or disclosure;

(v) a description of what the Business Associate is doing to mitigate the damages and protect against future breaches; and

(vi) any other details necessary for Covered Entity to assess risk of harm to Individual(s), including identification of each Individual whose Unsecured Protected Health Information has been Breached and steps such Individuals should take to protect themselves.

(b) Covered Entity will be responsible for providing notification to Individuals whose Unsecured Protected Health Information has been disclosed, as well as the Secretary and the media, as required by the HITECH Standards.

(c) Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.

(d) The Parties agree that this section satisfies any notice requirements of Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. For purposes of this Agreement, "Unsuccessful Security Incidents"

include activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Electronic Protected Health Information.

2.4 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Association in violation of this Agreement.

2.5 Subcontractors. Business Associate agrees to act in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

2.6 Access. Within ten (10) business days of a request by the Covered Entity for access to PHI about an Individual maintained by Business Associate in a Designated Record Set, the Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set. In the event any Individual requests access to PHI directly from such Business Associate, the Business Associate shall notify Covered Entity and respond to the request for PHI within fifteen (15) business days. If the requested PHI is maintained electronically, Business Associate must provide a copy of the PHI in the electronic form and format requested by the Individual, if it is readily producible, or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual. Any denials of access to the PHI requested shall be the responsibility of Covered Entity. Business Associate may charge Covered Entity or Individual for the actual labor cost involved in providing such access.

2.7 Security of Electronic Protected Health Information. Business Associate agrees to implement administrative, physical and technical safeguards that are reasonably and appropriately designed to protect the confidentiality, integrity and availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity; (2) ensure that any agent, including a subcontractor, to whom it provides such information agrees in writing to implement reasonable and appropriate safeguards to protect it; and (3) report to the Covered Entity any security incidents of which it becomes aware in accordance with Section 2.3.

2.8 Minimum Necessary. Business Associate agrees to limit its uses and disclosures of, and requests for, Protected Health Information (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 CFR 164.502(b) and 42 U.S.C. § 17935(b), to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.

2.9 Amendments. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity, upon request of Covered Entity or an Individual, pursuant to 45 CFR 164.526, or take other measures

as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526 within thirty (30) days.

2.10 Accounting. The Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI made by Business Associate as would be required for the Covered Entity to respond to a request by an Individual made in accordance with 45 CFR 164.528. At a minimum, the accounting of disclosures shall include the following information:

- a. Date of disclosure;
- b. The name of the person or entity who received the PHI, and if known, the address of such entity or person;
- c. A brief description of the PHI disclosed; and
- d. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall notify the Covered Entity and respond to the request within fifteen (15) business days. Any denials of a request for an accounting shall be the responsibility of Covered Entity. The Business Associate agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

Business Associate need not record disclosure information or otherwise account for disclosures of PHI that this Agreement or Covered Entity in writing permits or requires (i) for the purpose of Covered Entity's treatment activities, payment activities, or health care operations (except where such recording or accounting is required by the HITECH Act, and as of the effective dates for this provision of the HITECH Act); (ii) to the individual who is the subject of the PHI disclosed or to that individual's personal representative; (iii) to persons involved in that individual's health care or payment for health care; (iv) for notification for disaster relief purposes; (v) for national security or intelligence purposes; (vi) to law enforcement officials or correctional institutions regarding inmates; or (vii) pursuant to an authorization.

2.11 Disclosure of Practices, Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary in a time or manner designated by the Covered Entity or Secretary, for purposes of determining compliance with the HIPAA Rules.

Article 3

Permitted Uses and Disclosures by Business Associate

3.1 Permitted Use and Disclosure. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or

services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the HIPAA Rules.

(a) Business Associate may use or disclose Protected Health Information as necessary to perform and in furtherance of the services to Covered Entity, which may include use and disclosure in databases, software and aggregation services available to Business Associate.

(b) Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(c) Business Associate may use or disclose Protected Health Information as required by law. Business Associate shall disclose the minimum amount necessary to satisfy the requirement and shall make reasonable efforts to obtain assurances that confidential treatment be accorded to Protected Health Information.

(d) Business Associate agrees to limit its uses and disclosures of, and requests for, Protected Health Information (i) when practical, to the information making up a Limited Data Set; and (ii) in all other cases to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.

(e) Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

Article 4 **Obligations of Covered Entity**

4.1 Notice of Privacy Practices of Covered Entity. Covered Entity shall notify Business Associate in writing of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Restrictions in Use of Protected Health Information. Covered Entity shall notify Business Associate in writing of any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Changes in the Use of Protected Health Information. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Permissible Requests by Covered Entity. Except as otherwise provided in this Agreement, Covered Entity will not ask Business Associate to use or disclose Protected Health

Information in any manner that would violate the HIPAA Rules or the HITECH Standard if done by Covered Entity.

Article 5

Term and Termination

5.1 Term. The initial term of this Agreement shall begin on the Effective Date and continue for one year from the Effective Date. Thereafter this Agreement shall continue until either party provides the other ninety (90) days written notice to terminate or on the date either party terminates for cause as authorized in Section 5.2, whichever is sooner.

5.2 Termination for Cause. Upon either Party's reasonable determination that the other Party has committed a violation or material breach of this Agreement, the non-breaching Party may take one of the following steps:

(a) Provide an opportunity for the breaching Party to cure the breach or end the violation, and if the breaching Party does not cure the breach or end the violation within thirty (30) days, terminate this Agreement;

(b) Immediately terminate this Agreement if the other Party has committed a material breach of this Agreement and cure of the material breach is not possible as acknowledged by both parties; or

(c) If neither cure nor termination is feasible, elect to continue this Agreement and report the violation or material breach to the Secretary in accordance with the requirements set forth in the HIPAA Rules.

5.3 Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Covered Entity or destroy the remaining Protected Health Information that the Business Associate still maintains in any form;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(d) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 3.1 which applied prior to termination; and

(e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(f) Notwithstanding anything to the contrary herein, Covered Entity authorizes Business Associate to transmit Protected Health Information to another business associate of Covered Entity.

5.4 Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

Article 6 Miscellaneous

6.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

6.4 Prior Agreement. This Agreement shall replace and supersede any prior Business Associate Agreement between the Parties.

6.5 Indemnification. Each Party shall indemnify and hold harmless the other Party and its affiliates, directors, officers, employees, partners, contractors or agents, from and against any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges (collectively, "Claims") to the extent that such Claims arise out of or were caused by the negligence or willful misconduct of the indemnifying Party or from any material breach of the Agreement by the indemnifying Party, unless such Claims arose from or were caused by the negligence or willful misconduct of the party seeking indemnification hereunder.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the date written above.

Spanish Fork City

FirstWest Benefit Solutions

By: _____
Signature

By:  _____
Signature

Title

S. David Jackson _____
President



MEMO

To: Mayor and Council
From: S. Junior Baker
Date: 3 January 2014
Re: Sky Hawk Contract Assignment

On the City Council agenda, for January 7, is an item to approve a contract assignment for the cross parking easements at Main Street Plaza (300 N. Main). The City currently has a contract in place with Sky Hawk Investments for cross parking easements between the commercial plaza and the public safety building (fire station). Sky Hawk Investments is turning the plaza into condominiums. The common areas will be owned by Sky Hawk Condominium Association. Sky Hawk Investments has assigned the contract to Sky Hawk Condominium Association. We need to accept that assignment.

Since we have already approved the contract, the assignment has been placed on the consent agenda.

ASSIGNMENT

THIS ASSIGNMENT made this ____ day of January, 2014, by and between Skyhawk Investments II, LLC hereinafter called Skyhawk LLC and Skyhawk Condominiums, a Utah Corporation, hereinafter called Condos.

RECITALS

WHEREAS, Skyhawk LLC has heretofore entered into a certain agreement dated Nov. 4, 2008 with Spanish Fork City providing cross parking easements between the parties, and

WHEREAS, Skyhawk has transferred ownership to Condos and now desires to assign all rights and obligations in said parking agreement to Condos.

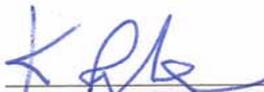
NOW, THEREFORE, for One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged;

1. Skyhawk does hereby bargain, sell, and assign all their right, title and interest by virtue of those agreements hereinafter described to Condos together with the duties therein required of Skyhawk, which duties Condos assumes and agrees to pay.

2. The rights assigned herein are set forth in the contracts attached hereto as follows:

DATED this 2nd day of January, 2014.

SKYHAWK INVESTMENTS, LLC by:



KEVIN PRITCHETT, Manager

SKYHAWK CONDOMINIUMS by:



KEVIN PRITCHETT, President



MEMO

To: Mayor and Council
From: S. Junior Baker
Date: 3 January 2014
Re: Prior Property Purchase Agreement

On the City Council agenda for January 7, is a consent item for the purchase of the property owned by Paul Prior along the south side of the river for a trail. This purchase was approved in a closed session quite some time ago. The purchase price is \$200,700.00, plus closing costs. This will allow us to complete the trail along the river by bypassing the Wollenzein property.

Since the purchase has already been approved, it has been placed on the consent agenda.

REAL ESTATE PURCHASE AGREEMENT

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

1. Prior owns undeveloped agricultural real property, adjacent to Spanish Fork City in unincorporated Utah County along the Spanish Fork River, a portion of which City desires to obtain to construct a trail system, more particularly described as follows (the Property):

BEGINNING AT A POINT LOCATED N89°13'55"E ALONG THE SECTION LINE 741.31 FEET AND NORTH 3162.61 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDAIN; THENCE N01°41'50"W 88.16 FEET TO THE CENTERLINE OF THE SPANISH FORK RIVER; THENCE ALONG THE CENTERLINE OF THE RIVER THE FOLLOWING (8) COURSES; THENCE N81°09'32"E 85.90 FEET; THENCE 91.05 FEET ALONG THE ARC OF A 200.00 RADIUS TO THE RIGHT THROUGH AN ANGLE OF 26°05'07" (CHORD BEARS S85°47'54"E 90.27 FEET); THENCE S57°58'35"E 63.74 FEET; THENCE S47°27'21"E 48.11 FEET; THENCE S28°48'22"E 45.17 FEET; THENCE S25°02'42"E 193.04 FEET; THENCE S27°10'16"E 119.86 FEET; THENCE S32°17'39"E 243.16 FEET TO A POINT ALONG THE NORTHERLY LINE OF A BOUNDARY LINE AGREEMENT RECORDED FEBRUARY 26, 1988; ENTRY 5102, BOOK 2491, PAGE 140-142; THENCE ALONG SAID BOUNDARY LINE AGREEMENT THE FOLLOWING (12) COURSES; THENCE N89°35'08"E 43.48 FEET TO THE CENTERLINE OF THE SPANISH FORK RIVER; THENCE ALONG THE CENTERLINE OF THE SPANISH FORK RIVER THE FOLLOWING (11) COURSES; THENCE S42°12'25"E 112.21 FEET; THENCE S49°06'23"E 106.99 FEET; THENCE S57°20'24"E 232.97 FEET; THENCE S53°16'59"E 198.91 FEET; THENCE S42°14'25"E 88.12 FEET; THENCE S48°48'54"E 102.86 FEET; THENCE S76°18'39"E 103.29 FEET; THENCE S46°30'09"E 50.04 FEET; THENCE S24°31'23"E 313.82 FEET; THENCE S06°28'56"E 92.37 FEET; THENCE S79°16'54"W 110.16 FEET; THENCE N10°43'06"W 173.54 FEET; THENCE N22°29'41"W 174.32 FEET; THENCE N46°00'18"W 27.34 FEET; THENCE N63°41'23"W 69.19 FEET; THENCE N57°20'05"W 74.59 FEET; THENCE N59°27'58"W 82.56 FEET; THENCE N48°46'59"W

107.96 FEET; THENCE N46°53'49"W 133.36 FEET; THENCE N60°13'07"W 137.13 FEET; THENCE N55°43'39"W 108.13 FEET; THENCE N52°16'57"W 161.59 FEET; THENCE N40°15'22"W 161.57 FEET; THENCE N36°37'21"W 64.61 FEET; THENCE N33°31'22"W 43.71 FEET; THENCE N31°59'36"W 58.55 FEET; THENCE N29°42'38"W 84.80 FEET; THENCE N28°06'48"W 63.31 FEET; THENCE N25°12'21"W 87.45 FEET; THENCE N23°57'53"W 115.55 FEET; THENCE N27°52'54"W 18.58 FEET; THENCE N48°25'50"W 38.53 FEET; THENCE N66°28'08"W 40.53 FEET; THENCE N86°11'59"W 46.13 FEET; THENCE S87°24'43"W 106.89 FEET TO THE POINT OF BEGINNING.

AREA: 4.46 ACRES

See the map attached hereto as Exhibit "A"

2. City is desirous of purchasing the Property upon the terms and conditions set forth herein.
3. City will pay the sum of \$200,700.00 for the Property. The full purchase price is due at closing. Each party shall be responsible for their own closing costs.
4. City will also perform the following functions:
 - A. City will replace the existing concrete ditch with pipe large enough to carry 10 cfs of water, in the area shown on exhibit B, allowing for turnouts in the same or similar locations as currently exist in the concrete ditch.
 - B. City will provide a twenty (20) foot gravel based roadway adjacent to the trail to accommodate Prior's access with farm equipment for his agricultural uses.
 - C. City will provide a twenty (20) wide trail along the River sufficient for 10 wheeler trucks and track hoes to use for access to the River for flood control purposes.
 - D. City will provide a field fence between the trail and the graveled Prior roadway, which fence matches what City has provided elsewhere along the trail.

- E. City will provide two gates in the fence, one at each end of the trail, with no trespass signage.
 - F. Included in the property purchased is a “rest area / park” which City will maintain and allow the immediate Prior family the right to picnic and camp there at no charge, as has been their custom.
5. The closing will take place on or before November 15, 2013. Possession shall be transferred at the time of closing.
 6. The title to the property being conveyed shall be pursuant to a warranty deed and shall be vested in the name of Spanish Fork City.
 7. The parties agree to use Title West to provide a commitment for standard coverage title insurance in the amount of the purchase price. The policy shall insure that City shall be the fee simple owner of good and marketable title free and clear of all liens and encumbrances and subject to the standard exceptions as shown on the title policy. Each party shall have three (3) days after receipt of the commitment of title insurance and all relevant documents to notify the other in writing of any objections to the title. If no objection is made, all items shall be deemed permitted. If any exceptions to title are made, the other party shall have until closing to cure such exception. If exceptions are unable to be cured, the party so excepting may choose to void this agreement or to proceed with the exceptions. If voided, all obligations of the parties shall cease and this agreement shall be void without further recourse to the parties hereto.
 8. City has heretofore investigated the property and determined that it is suitable for its purposes. City therefore accepts the property “as is.”

9. Prior warrants and represents as follows:
- A. That no person or entity claiming under, by, or through Hone has any option or contract to purchase any or all of the property to be sold or any interest therein.
 - B. The property will be free and clear of any mechanics liens resulting from work performed on or with respect to the property prior to such conveyance.
 - C. Prior has not received written notice from any governmental body claiming any current violations of any hazardous material law, or requiring compliance with hazardous material law, or demanding payment or contribution for environmental damage or injury to natural resources. For this purpose, hazardous material law means any State or Federal statute applicable to the property relating to the installation, use, storage, release, generation, discharge, disposal, treatment, handling, or transportation of hazardous materials.
 - D. Prior, nor to its knowledge any previous owner, tenant, or occupant of the property, has engaged in or permitted operations or activities upon or allowed any use or occupancy of the property for the purpose or in any way involving the handling, manufacturing, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any hazardous substance, with the exception of agricultural fertilization.
 - E. In the event, at any time prior to closing, that any party learns that any of the aforesaid representations and warranties are no longer valid, such party shall immediately notify the other in writing. The party so notified shall then have the option to proceed with this agreement subject to the changed conditions, or to

void this agreement and have no further obligation to the other party.

- 10. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superseded hereby. This agreement may only be amended by a written agreement entered into between the parties.
- 11. Time is of the essence of this agreement. In case either party fails to perform the requirements of this agreement, at the time performance is required, the other party may, at its election, terminate the agreement.
- 12. If any action, suit, or proceeding is brought by a party with respect to a matter governed by this agreement, all costs and expenses of the prevailing party in such action, suit, or proceeding, including reasonable attorneys fees, shall be paid by the non-prevailing party.
- 13. All risk of loss or damage to the property shall be borne by the seller until possession exchanges.

DATED this ____ day of January, 2014.

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, Recorder

PRIOR LAND, LLC by:

PAUL A. PRIOR, Manager

RESOLUTION No. 14-01

ROLL CALL

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

I MOVE this resolution be adopted:
SECOND the foregoing motion:

RESOLUTION No. 14-01

A RESOLUTION AUTHORIZING THE MAYOR TO EXPLORE THE CREATION OF A WATER AUTHORITY TO ADDRESS WATER ISSUES IN SOUTH UTAH COUNTY

WHEREAS, Spanish Fork City is concerned about future water management in south Utah County, including assuring the adequacy and quality of agricultural water, as well as the sufficiency and quality of water for municipal growth; and

WHEREAS, other local government entities in south Utah County have the same concerns; and

WHEREAS, cooperating together with all the water interests in south Utah County is the best way to preserve pristine sources and conserve water; and

WHEREAS, the City has been involved in preliminary discussions with other entities to create a new legal entity to oversee and manage water resources for the betterment of the residents of the City, as well as the residents and farmers throughout south Utah County;

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

1. The Spanish Fork City staff is hereby directed to continue discussions and pursue actions to create a water authority which can address water issues throughout south Utah County, both for agricultural interests and to manage growth.

DATED this 7th day of January, 2014.

G. WAYNE ANDERSEN, Mayor

KENT R. CLARK, Recorder

ORDINANCE No. 01-14

ROLL CALL

VOTING	YES	NO
STEVE LEIFSON <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>		
MIKE MENDENHALL <i>Council member</i>		
KEIR A. SCUBES <i>Council member</i>		

I MOVE this ordinance be adopted:

I SECOND the foregoing motion:

ORDINANCE No. 01-14

AN ORDINANCE VACATING A PORTION OF 1100 EAST STREET

WHEREAS, 1100 North Street runs north and south for approximately six blocks commencing at Expressway Lane and proceeding north; and

WHEREAS, no development has ever taken place adjacent to 1100 East Street from approximately 1200 North until a compost site at approximately 1600 North; and

WHEREAS, the Canyon Creek development currently underway in the City has no need for 1100 East Street, and, will provide alternate access from the north, which can

better utilize the property and make it more productive by vacating a portion of 1100 East Street; and

WHEREAS, the developer of the Canyon Creek project, who is an adjacent property owner, has requested a vacation of 1100 East Street; and

WHEREAS, the adjacent property owner has agreed to provide temporary easements and/or licenses to the City to maintain access to the compost site until the new streets are constructed; and

WHEREAS, a public hearing to vacate a street was held on Tuesday, the 7th day of January, 2014, with notice given in accordance with Utah Code Annotated §10-9a-208; and

WHEREAS, the Council finds it is in the best interest of the City and its residents to vacate a portion of 1100 East Street;

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

I.

The portion of 1100 East Street, as shown on the attached Exhibit A, and more particularly described as follows:

A portion of the Northeast Quarter of Section 18, the Southeast Quarter of Section 7, the Southwest Quarter of Section 8 and the Northwest Quarter of Section 17, Township 8 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point in the easterly right-of-way line of 1100 East Street as shown on Phase 3, Expressway Business Park Condo Plat according to the official plat thereof on file in the office of the Utah County Recorder, said point being located S0°18'06"E along the Section Line 2018.97 feet and East 33.00 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East,

Salt Lake Base and Meridian; thence northwesterly along the arc of a 916.00 foot radius non-tangent curve to the left (radius bears: S82°20'48"W) 210.43 feet through a central angle of 13°09'45" (chord: N14°14'04"W 209.97 feet); thence N0°00'59"W 103.55 feet; thence N0°24'00"W along an existing fence line 2117.29 feet; thence N89°36'30"E 50.27 feet to an existing fence line; thence S0°23'30"E 2169.07 feet; thence S0°18'06"E 255.64 feet to the point of beginning.
Contains: ±2.65 Acres

is hereby vacated, including any public utility easements contained within the street right-of-way.

II.

The vacated street shall revert to the ownership of the underlying property owner.

III.

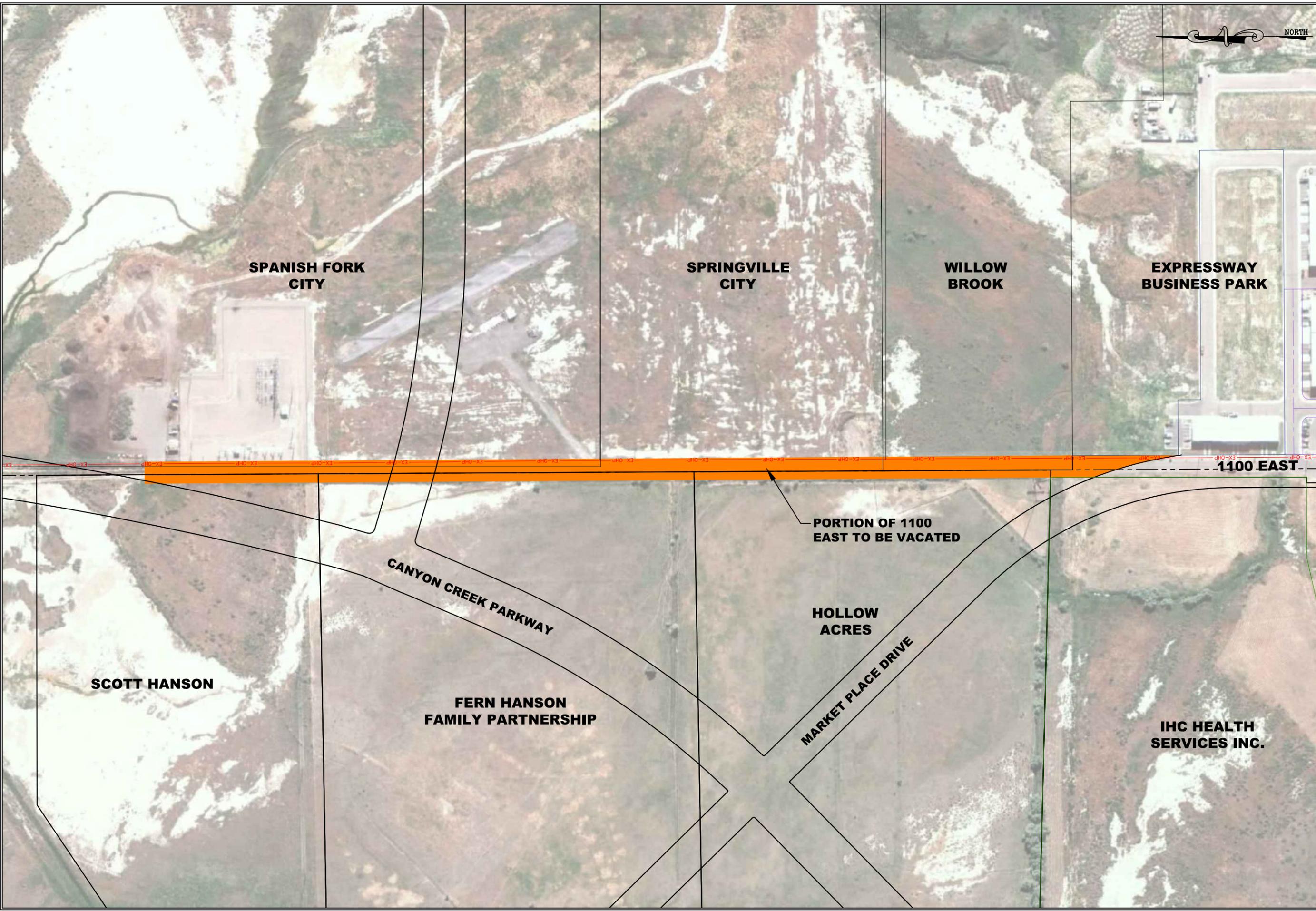
This ordinance is effective upon the grant of the temporary licenses/easements, which may be recorded simultaneously.

DATED this 7th day of January, 2014.

STEVE LEIFSON, Mayor

Attest:

KENT R. CLARK, City Recorder



LEI
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SPANISH FORK CITY

SPRINGVILLE CITY

WILLOW BROOK

EXPRESSWAY BUSINESS PARK

1100 EAST

PORTION OF 1100 EAST TO BE VACATED

CANYON CREEK PARKWAY

HOLLOW ACRES

MARKET PLACE DRIVE

SCOTT HANSON

FERN HANSON FAMILY PARTNERSHIP

IHC HEALTH SERVICES INC.

CANYON CREEK SHOPPING CENTER
 SPANISH FORK, UTAH
1100 EAST VACATION EXHIBIT

REVISIONS	
1.	
2.	
3.	
4.	
5.	

LEI PROJECT #:
2011-0859
 DRAWN BY:
CAP
 DESIGNED BY:
CAP
 SCALE:
1" = 200'
 DATE:
1/2/2014

SHEET
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