



PLANNING COMMISSION & CITY COUNCIL WORK MEETING AGENDA

PUBLIC NOTICE is hereby given that the Planning Commission and City Council of Spanish Fork, Utah, will hold a work meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **5:15 p.m. on February 18, 2014.**

1. DISCUSSION ON DEVELOPMENT PROJECTS

ADJOURN

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 February 18, 2014.**

AGENDA ITEMS:

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

- a. Motivational/Inspirational Message
- b. Pledge, led by invitation

2. PUBLIC COMMENTS:

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

3. COUNCIL COMMENTS:

4. SPANISH FORK 101: Cemetery Presentation –Shawn Beecher

5. CONSENT ITEMS:

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

- a. * Minutes of Spanish Fork City Council Meeting – [February 4, 2014](#)
- b. * [2550 East Canyon Road Federal Aid Agreement](#)
- c. * [Employee Dental Contract](#)

6. PUBLIC HEARING:

- a. * [Donation to Utah Elks Association in the form of a fee waiver for the rental of the Ponderosa Building for a fundraiser event.](#)
- b. * [Proposed Zone Change for 14 acres located at 130 North 2550 East, the proposal would change the zoning from the Exclusive Agriculture to R-1-12. Staff will recommend that this item be continued.](#)

7. NEW BUSINESS:

- a. * [Mayoral Proclamation National School Breakfast Week March 3-7, 2014](#)
- b. * [Mayoral Proclamation Non-Traditional Student Awareness Week February 24-March 1, 2014](#)
- c. * [Ordinance #03-14 Amending the Makeup of the Rodeo Committee](#)

8. CLOSED SESSION:

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

ADJOURN:

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

Notice is hereby given that:

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

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

**Tentative Minutes
Spanish Fork City Council Meeting
March 4, 2014**

Elected Officials Present: Mayor Steve Leifson, Councilmembers Rod Dart, Keir A. Scoubes, Richard Davis, Brandon Gordon, Mike Mendenhall.

Staff Present: David Oyler, City Manager; Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Dave Anderson; Community Development Director; Chris Thompson, Public Works Director; Dale Robinson, Parks & Recreation Director; Kent Clark City Recorder/Finance Director; John Bowcut, IS Director; Angie Warner, Deputy Recorder.

Citizens Present: LaMont Leavitt, Kristine Leavitt, Douglas Bowen, Heath Atwood, Phil Nielsen, Kade Nielsen, Chris Sheriff, John Salimbene, Sterling Salimbene, Paul Taylor, John Waters, Unknown Ramierez, Kenon Ramirez, Spencer Bailey, Unknown Christensen, Andrew Marks, Cameron Jolly, John Jolly, Landen Garner, Bruce H.

CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITION:

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

Motivation/Inspirational Message given by Doug Bowen.
Councilman Davis led in the pledge of allegiance.

PUBLIC COMMENTS:

None

COUNCIL COMMENTS:

Councilman Mendenhall said the Chamber of Commerce would like to remind the public that this Saturday February 8th is the "Bills and Bagels" event. The public can meet with the legislators and senators at the Nebo School District office at 7:30am. Please rsvp to the Chamber of Commerce to attend this event.

Councilman Scoubes said that he will be attending the airport board meeting this Thursday at 6:00pm. Councilman Scoubes expressed his appreciation for the members of our community, for the support in the events that have been happening.

Councilman Dart attended the Parks and Recreation Board meeting where they welcomed two new members.

Councilman Gordon said that the Miss Spanish Fork pageant is coming up and the deadline for applications is tomorrow February 5th.

Councilman Davis introduced the Fiesta Days chairs LaMont and Kris Leavitt.

Kris Leavitt announced that "I Love This Town" is the theme for Fiesta Days for 2014. The Leavitt's reviewed some of the events that will be going on.

Councilman Davis announced the Grand Marshals for Fiesta Days are Clyde & Barbara Swenson.

49 Councilman Davis expressed his condolences for Sergeant Cory Wride's family and Deputy Greg
50 Sherwood & his family.

51
52 Mayor Leifson expressed that Spanish Fork has great volunteers in our community and thanked
53 those that serve us. Mayor Leifson announced that on February 22nd the BYU basketball has
54 designated as Spanish Fork day. There are discount tickets available to purchase for the citizens
55 of Spanish Fork.

56
57 **SPANISH FORK 101:** Officer Cory Grover & K9 presentation

58
59 **CONSENT ITEMS:**

60 Department Directors gave a brief summary of their item(s) listed below:

- 61 a. **Minutes of Spanish Fork City Council Meeting – January 7, 2014; January 21, 2014**
- 62 b. **Bureau of Reclamation Right of Way Agreement for the Industrial Substation to Leland**
63 **Distribution Line**

64
65 Councilman Dart made a **Motion** to **approve** the consent items.

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

67
68 **PUBLIC HEARING:**

69 **FY2014 Budget Revision #2**

70 Kent Clark explained that the City is required to keep the budget updated. Mr. Clark presented
71 the budget and said that it will be available on the City website for the public to view after the
72 meeting tonight. This proposal will take the budget from \$70,786,024 to \$70,880,996. Mr. Clark
73 reminded the City Council that the golf course and the swimming pool were moved out of the
74 enterprise fund to the general fund. The transfer resulted in an increase to the General Fund
75 Balance for the current year. Mr. Clark explained that over past several years the city has given
76 very small raises to city employees. Included with this budget revision, are funds to give salary
77 adjustments to many employees who are being under paid at this time. This adjustment is not
78 given to all employees. This adjustment is to adjust specific employees who are behind from
79 where their supervisor feels they should be. Mr. Clark also stated the budget includes funds for
80 the City Council to be offered health insurance as a benefit. Mr. Clark reviewed the city utility
81 rate increases in the Sewer Fund. Staff recommends approval of the FY2014 Budget Revision
82 #2.

83
84 Councilman Davis made a **Motion** to move into Public Hearing to discuss the FY2014 Budget
85 Revision #2.

86 Councilman Dart **Seconded** and the motion **Passed** all in favor at 6:50p.m.

87
88 Mayor Leifson welcomed public comment.

89
90 There was none.

91
92 Councilman Scoubes made a **Motion** to move out of Public Hearing.

93 Councilman Mendenhall **Seconded** and the motion **Passed** all in favor at 6:51 p.m.

94
95 Councilman Scoubes pointed out that the City is a business as well as a government entity that
96 provides service.

97

98 Councilman Gordon made a **Motion** to **approve** the FY2014 Budget Revision #2.

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

100

101 **ADJOURN TO REDEVELOPMENT AGENCY:**

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

104 Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:53 p.m.

105

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

108 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 7:01 p.m.

109

110 **NEW BUSINESS:**

111 **Drinking Water Sanitary Survey**

112 Chris Thompson introduced John Waters and Paul Taylor who are city employees that take care
113 of the city water. This report is an annual inspection that the state does and at the end of the
114 survey the City received a perfect score. Spanish Fork is the 4th largest city in Utah County and
115 has received an outstanding score. Mr. Thompson commended Mr. Waters & Mr. Taylor for their
116 outstanding work.

117

118 Mr. Waters commended his employees for all their hard work.

119

120 **Resolution #14-02 Approving an Interlocal Cooperative Agreement with Utah County and other
121 Cities within Utah County for NPDES Phase II Storm Water Public Education & Outreach Best
122 Management Practice Compliance**

123 Chris Thompson explained that the City is now required to be regulated under much stricter
124 storm water regulations. This resolution is for the cities in Utah County have come together to
125 have one teacher go out to provide education and outreach programs about the National Pollution
126 Discharge elimination System (NPDES).

127

128 Councilman Davis made a **Motion** to **approve** the Resolution #14-02 Approving an Interlocal
129 Cooperative Agreement with Utah County and other Cities within Utah County for NPDES
130 Phase II Storm Water Public Education & Outreach Best Management Practice Compliance.
131 Councilman Dart **Seconded** and the motion **Passed** all in favor will a roll call vote.

132

133 **Storm Water Management Plan**

134 Chris Thompson said that this large report was given to the City Council at the last City Council
135 meeting to review. It is due back to the state by February 15, 2014. Staff recommends approval
136 of this plan.

137

138 Councilman Mendenhall made a **Motion** to **approve** the Storm Water Management Plan.

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

140

141 **Resolution #14-03 2013 Waste Water Planning Program Annual Self-Assessment Report**

142 Chris Thomson said the City has to explain the process, planning and show that the City meets
143 regulations for a safe collection of the waste water. Staff is finding that the sewer system is
144 getting old and upgrades have been and will continue to be implemented. Mr. Thompson pointed
145 out in the budget revision #2, presented tonight, that there was an increase in the sewer rate.
146 That increase will help fund the replacement of the old clay tile lines throughout the city. Staff
147 recommends approval of this report.

148

149 Councilman Scoubes made a **Motion** to **approve** the Resolution #14-03 2013 Waste Water

150 Planning Program Annual Self-Assessment Report.
151 Councilman Davis **Seconded** and the motion **Passed** all in favor with a roll call vote.

152
153 **Southern Utah Valley Electric Service & Spanish Fork City Joint Use Contract**
154 Chris Thompson explained that the City will work with SESD to install new power poles in the
155 area of 1050 West in the county and share the maintenance costs. This will help to create
156 redundancy in the electrical system. Staff recommends approval of this joint use contract.

157
158 Councilman Gordon made a **Motion** to **approve** the Southern Utah Valley Electric Service &
159 Spanish Fork City Joint Use Contract.
160 Councilman Dart **Seconded** and the motion **Passed** all in favor.

161
162 **Ordinance #Z01-14 Cerna Zone Change**
163 Dave Anderson said that in October 2013 City Council held a public hearing on this item. The
164 Cerna property is located by the Miller Trailer business and US Highway 6. This proposal came
165 about when the City was working with a billboard company to find a suitable location for their
166 billboard. Development Review Committee & Planning Commission recommends this zone
167 change.

168
169 Councilman Dart made a **Motion** to **approve** the Ordinance #Z01-14 Cerna Zone Change.
170 Councilman Davis **Seconded** and the motion **Passed** all in favor with a roll call vote.

171
172 **Meadow Creek Ridge Preliminary Plat Approval Extensions**
173 Dave Anderson said this project was presented in April 2013 with 191 units. City Council
174 approved a zone change for R-1-6. The applicant will not have a final plat ready before their
175 deadline so the applicant is requesting an extension. Staff recommends this plat be extended for
176 6 months which will keep it valid until October 2, 2014.

177
178 Councilman Davis made a **Motion** to **approve** the Meadow Creek Ridge Preliminary Plat Approval
179 Extensions.
180 Councilman Mendenhall **Seconded** and the motion **Passed** all in favor.

181
182 **ADJOURN:**
183 Councilman Dart made a **Motion** to **adjourn** to Closed Session to discuss Potential Litigation and
184 Land Transaction.
185 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 7:28 p.m.

186
187 ADOPTED:

188
189 _____
Angie Warner, Deputy Recorder



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: February 14, 2014
Re: 2550 East and 2600 East Canyon Road Intersection Rebuild MAG Grant Federal Aid Agreement

Staff Report

RECOMMENDED ACTION

Approval of the 2550 East and 2600 East Canyon Road Intersection Rebuild MAG Grant Federal Aid Agreement.

BACKGROUND

The Mountainland Association of Governments has selected the 2550 East and 2600 East Canyon Road Intersection Rebuild project for \$607,860 of funding. This agreement is to provide that funding. The city match will be \$44,140 or 6.67%. Funds will be made available in 2015 and 2016 for design and construction.

DISCUSSION

This intersection warrants a signal but because 2550 East is offset with 2600 East UDOT cannot construct one. UDOT has agreed that if the City can realign the intersection they will construct the signal. The City was able to acquire the property to realign the intersection a little over a year ago. We then applied for funding to construct the realignment through MAG and was awarded this grant. This project will significantly improve the level of service of this intersection.

Attached: agreement



State of Utah

Department of Transportation

Federal Aid Agreement for Local Agency Project CFDA No. 20.205	Spanish Fork City - Chris Thompson	Maximum Project Value Authorized \$652,000
PIN Number 10960 FINET Number 53857 FMIS Number F008580	Project Number F-0198(18)15 PIN Description SR-198; MP 14.79 - 14.79 & Spanish Fork Canyon Road/2550 East Intersection	Agreement Number (Assigned By Comptrollers) Date Executed

This Agreement is entered into this ____ day of _____, 20____, by and between the Utah Department of Transportation (“UDOT”) and [Spanish Fork City](#) (“Local Agency”), a political subdivision of the State of Utah.

The (City/County) has a project that will receive financing from federal-aid highway funds. The Project consists of [SR-198; MP 14.79 - 14.79 & Spanish Fork Canyon Road/2550 East Intersection](#), located at [Spanish Fork City](#) and identified as project number [F-0198\(18\)15](#);

Pursuant to 23 CFR 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements;

In instances where UDOT does not have jurisdiction over the road where the Project is being performed, UDOT may arrange for the Local Governmental Agency with jurisdiction of the road to perform the work with its own forces or by contract; and

This Agreement describes the respective roles and requirements of UDOT and the City/County to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

State Wide Transportation Improvement Program STIP 2013 - 2016

Fund*	Prior	2013	2014	2015	2016	Total	Fed Aid	State	Other	Pct
STP_URB_P/O	\$0	\$0	\$0	\$152,000	\$500,000	\$652,000	\$607,860	\$0	\$44,140	6.77%
Total:	\$0	\$0	\$0	\$152,000	\$500,000	\$652,000	\$607,860	\$0	\$44,140	6.77%

AGREEMENT

Now, therefore, the parties agree as follows:

I. Description of the Project.

II. UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:

- A. Oversee compliance with federal and state regulations.
- B. Ensure transportation project oversight as outlined in 23 CFR.
- C. Assign a UDOT Project Manager to:
 - 1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
 - 2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - 3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
 - 4. Prepare and process the federal aid agreement before project initiation.
 - 5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project.
 - 6. Assist the local agency to process and approve Consultant Pay Requests.
 - 7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
 - 8. Coordinate to ensure ongoing communication with the local project sponsor.
 - 9. Coordinate payment of local government matching, betterment or other funding to UDOT prior to project advertisement.
 - 10. Assist the Local Agency in preparing and executing Utility Reimbursement Agreements as required.
 - 11. Coordinate betterment items and finalize agreements prior to construction advertising.
 - 12. Assist with the federally-approved construction advertising and award processes.
 - 13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
 - 14. Coordinate the UDOT project closeout process.

III. Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants. For Class B and C roads, the Local Agency assumes responsibility for the design, construction quality and maintenance of the road.

- A. The Local Agency shall assign a representative to serve as the Local Project Manager to:
 - 1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
 - 2. Coordinate with the UDOT Project Manager concerning the funding.
 - 3. Committee (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
 - 4. Manage the day-to-day activities of the Project as follows:
 - a. Consultant and professional services used on the Project.
 - b. The Local Agency shall recommend and approve consultant pay requests.
 - c. Project scope, schedule, budget, and quality.
 - d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
 - e. Coordination with the assigned UDOT Project Manager.
 - f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - g. Monitor project schedule and progress of all project tasks to ensure a timely delivery of the project.
 - h. Schedule discussion should be held in all preconstruction and construction project progress meeting.
 - i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):

- 1) Participate in the federally approved consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.
 - 2) Participate as the active lead in project team meetings as well as all field and plan reviews.
 - 3) Ensure NEPA Environmental clearances and approvals are obtained.
 - 4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained and have the necessary signatures in place.
 - 5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
 - 6) Ensure construction standards and specifications are met.
 - 7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.
- j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising.
 - k. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
 - l. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds prior to advertising.
 - m. Approve the final advertising package and obtain local signature approval before proceeding to advertise.
 - n. Review the abstract of bids and recommend to the UDOT Project Manager award of the project.
 - o. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
 - p. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
 - q. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
 - r. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
 - s. Assist to provide all documentation needed for construction project close out including Buy America certification.
 - t. Coordinate the project close out process by timely closing all open contracts and agreements.
 - u. Provide right of way certification verifying all required right of way has been purchased prior to advertising.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

IV. Funding. Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition the Local Agency agrees to pay 100% of the overruns that exceed **\$652,000** and any ineligible costs when requested by UDOT.

All project costs not reimbursed by FHWA shall be the responsibility of the Local Agency. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

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

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

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

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

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

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

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

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203 <http://www.gpoaccess.gov/cfr/retrieve.html>.

VI. Federal Aid Project Compliance. Local Agency shall comply with Title 23, USC, 23 CFR, Office of Management and Budget Circulars A-102, A-87 and A-133, policies and procedures promulgated by FHWA, UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects.

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

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

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

IX. Single Audit Act. The Local Agency, as a sub-recipient of federal funds, shall adhere to the Federal Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. A sub-recipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provision of OMB Circular A-133. Upon conclusion of the A-133

audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

X. **Maintenance.** The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

XI. **Utilities.** The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

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

XIII. **Right of Way.** The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual. The Local Agency shall use the right of way module in ePM for acquisitions. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right of way must be obtained before the project is advertised. No limitations concerning right of way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: <http://www.udot.utah.gov/main/f?p=100:pg::::1:T,V:808,34728>.

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

XIV. **Change in Scope and Schedule.** Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project. Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

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

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders. At the Local Agency's request, UDOT will initiate change orders that cover betterments.

The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

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

XVI. Additional Contracting Party. If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

XVII. Termination. This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs regardless of whether the Project is constructed.

XVIII. Miscellaneous.

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.
4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties
5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

XIX. Content Review

Language content was reviewed and approved by the Utah AG's office on March 20, 2013.

GENERAL (FHWA) PROVISIONS FOR FEDERAL-AID AGREEMENT

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

by reason of handicap, shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, and that it shall take any measures necessary to effectuate this Agreement.

- 12. **Government Rights (Unlimited):** FHWA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FHWA.
- 13. Accountability of equipment acquired in prior years will be transferred to the current year Grant. An updated inventory list will be provided by FHWA.
- 14. This Grant is subject to the conditions specified in the enclosed Negotiation Document.
- 15. **Drug-Free Workplace:** By signing this agreement, the recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. Sec. 701 et seq.) And implementing regulations (49 CFR Part 29), which require, in part, that grantees prohibit drug use in the workplace, notify the FHWA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.
- 16. **Limitation on Use of Federal Funds for Lobbying for Grants in Excess of \$100,000:** By signing this agreement the recipient declares that it is in compliance with 31 U.S.C. Sec. 1352, which prohibits the use of Federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FHWA, signing this agreement constitutes a declaration that no funds, including funds not Federally appropriated, were used or agreed to be used to influence this grant. Recipients of subgrants in excess of \$100,000 must make the same declarations to the grant recipient. With respect to the payment of funds not Federally appropriated by the recipient and sub-recipients, the recipient must report to the FHWA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

50036.2-M-34b

Form FHWA-1273 (Rev. 3-94)

LOCAL AGENCY

Spanish Fork City Official

By _____

Date _____

Mayor G. Wayne Andersen

Utah Department of Transportation

By _____
Region Director

Date _____

UDOT Comptroller

By _____
Comptroller's Office

Date _____



Consultant Services

Federal Aid Agreement Review/Approval Routing Form

**STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES**

TODAY'S DATE 9/18/2013
PM REQUEST DATE 9/18/2013

FEDERAL AID

Project No.: F-0198(18)15 **PIN No.:** 10960
PIN Description: SR-198; MP 14.79 - 14.79 & Spanish Fork **FINET Prog Code No.:** 53857

UDOT Project Manager	UDOT Contract Administrator
Matthew Parker 658 North 1500 West Orem, UT 84057 (801)227-8034 mattparker@utah.gov	Michael R. Butler PO Box 148490 Salt Lake City Utah 84114-8490 (801)965-4419 michaelbutler@utah.gov

Local Government
Spanish Fork City 40 S MAIN Spanish Fork, UT 84660 Chris Thompson, (801) 804-4556 CTHOMPSON@SPANISHFORK.ORG

Project Value	\$652,000
Federal Match	\$607,860
Local Government Match	\$44,140
State Match	\$0

Please print five single sided copies and route for review/approval to the individuals listed below, using the contact information above. Please sign where appropriate on page #1 in the document before forwarding to the next individual on the list. Please route in the following order:

Routing Sequence	Date
1 Sent to Local Government	9/18/2013
2 Review/Approved Local Government	
3 Review/Approved UDOT Region Director (c/o UDOT PM)	
4 Consultant Services	
5 Sent to UDOT Comptroller	
6 Review/Approved UDOT Comptroller	

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



Agenda Date:	February 18, 2014
Staff Contacts:	Seth Perrins, Assistant City Manager
Reviewed By:	Dave Oyler, City Manager Kent Clark, Finance Director Tyler Jacobson, City Treasurer
Subject:	Employee Dental Contract

Background

Last June, the City decided to switch Dental Insurance Providers from MetLife to PEHP. The switch gave the city more dental plan options and decreased overall costs. In a recent audit of contracts, I learned that we did not have an executed copy of this contract on file and the agreement had not yet been approved by the council

Budget Impact

This change lowered the city's dental insurance costs by almost \$50,000.

Recommendation

We recommend the council approve this contract that has been followed now for the past 7 months.

Attachments:

AGREEMENT UTAH RETIREMENT SYSTEMS PUBLIC EMPLOYEES HEALTH PROGRAM AND
Spanish Fork City

**AGREEMENT
UTAH RETIREMENT SYSTEMS
PUBLIC EMPLOYEES HEALTH PROGRAM AND
Spanish Fork City**

THIS AGREEMENT is made and entered into by and between Spanish Fork City a body corporate and political subdivision of the State of Utah, for purposes of this agreement, hereinafter referred to as the "GROUP", and UTAH RETIREMENT SYSTEMS by and through the "PUBLIC EMPLOYEES HEALTH PROGRAM" or "PEHP".

WITNESSETH:

WHEREAS, PEHP is obligated pursuant to Title 49, Chapter 20, Utah Code Annotated (1953, as amended), to make benefit programs available to employees of the State, its educational institutions, and political subdivisions; and

WHEREAS, PEHP's benefit programs have been created and made available; and

WHEREAS, the GROUP certifies it is a political subdivision, or educational institution of the State of Utah and also certifies that both the GROUP and its eligible members qualify to participate in such programs; and

WHEREAS, GROUP is desirous of participating in the programs made available by PEHP; and

WHEREAS, GROUP is desirous of having PEHP, for the purpose of this Agreement, act as the service organization for GROUP; and

WHEREAS, PEHP has agreed to make available to GROUP's employees the benefit programs set forth in Exhibit A.

NOW, THEREFORE, for and in consideration of the agreements and provisions hereinafter contained, it is hereby agreed as follows:

SECTION 1. SCOPE OF AGREEMENT

1.1 PEHP will make available to the GROUP's Eligible Employees, Early Retirees, Eligible Dependents, and COBRA Eligible Individuals (collectively known as the "Covered Individuals") the benefit programs as set forth in Exhibit A. Exhibit A contains the plan documents which govern the benefit programs listed. The documents comprising Exhibit A attached hereto are incorporated herein by this reference.

1.2 Except as otherwise allowed in this Agreement all benefit programs offered by PEHP are subject to change on July 1 of each year and upon ninety (90) days written notice to GROUP. Further, the benefits in this Agreement are not necessarily the benefits of GROUP's previous carrier. This Agreement does not guarantee benefits payable under the previous carrier will be payable by PEHP.

1.3 GROUP shall participate in PEHP's Local Governments Risk Pool (the "Risk Pool"). GROUP shall have an annual renewal date as set forth in Exhibit A.

SECTION 2. INTERPRETATION

2.1 The documents accompanying this Agreement are complementary and what is called for by any one of them shall be as binding as if called for by all. In the event of any inconsistency between the provisions of the documents accompanying this

Agreement, the inconsistency shall be resolved by giving precedence first to the benefit documents and then to this Agreement. In the event of a dispute over the terms of this Agreement, this Agreement shall be interpreted according to Utah law.

SECTION 3. TERM OF AGREEMENT

3.1 Unless sooner terminated as herein provided, this Agreement shall be effective for and pertain to claims incurred during the period July 1, 2013 to June 30, 2014, and shall be renewed annually, unless one party notifies the other, in writing by certified mail, of its intent to terminate the Agreement sixty (60) days prior to the end of GROUP's plan year. GROUP agrees that if it fails to give proper written notice of cancellation within the designated time parameters, a penalty of up to one percent (1%) of total annual rate may be assessed to GROUP by PEHP.

3.2 Upon termination or expiration of this Agreement, PEHP shall continue to process and pay claims for services incurred by GROUP's Covered Individuals prior to the date of termination or expiration of this Agreement. Termination of the GROUP's participation in the Risk Pool shall be without any further financial liability between GROUP and PEHP unless GROUP's participation with PEHP has been less than three (3) years.

3.2.1 If GROUP terminates this agreement before completing three (3) years of continuous participation in the Risk Pool, GROUP will immediately pay PEHP for any deficits incurred (excess of claims paid and administrative costs, as determined by PEHP, over rates paid by GROUP and allocated investment earnings or deficits). The deficit will include GROUP's claims presented and paid by PEHP over the twelve (12) months following GROUP's withdrawal from the Risk Pool. However, surpluses

attributable to the GROUP will remain with PEHP for the benefit of the remaining participants in the Risk Pool.

3.2.2 If GROUP terminates this Agreement after completing three (3) years of participation, GROUP shall neither receive any excess or reserve funds nor pay any deficits incurred paid by the GROUP to the risk pool, except as allowed under section 3.5 of this agreement.

3.3 If, during the term of Agreement, GROUP becomes eligible to participate in a different risk pool administered by PEHP, GROUP may terminate this Agreement but shall be subject to the provisions of 3.2.

3.4 If, PEHP in its sole discretion, elects to discontinue the Risk Pool, this Agreement shall be terminated in accordance with this section hereof. PEHP shall pay claims incurred prior to the termination date for a period of twelve (12) months after the date of termination, at which time PEHP shall have no further liability under this Agreement except as outlined in Section 3.5.

3.5 If all of the employer groups participating in the Risk Pool simultaneously terminate this Agreement and there are excess funds remaining in the Risk Pool after a twelve (12) month run out period in which PEHP will pay claims incurred during the period coverage is in place, the employer groups participating on the date of termination shall receive a pro-rata portion of any excess funds. Based on historical loss ratio these excess funds shall be determined solely by PEHP according to sound actuarial principles and the number of enrolled subscribers at the time of termination. GROUP shall continue to pay PEHP administrative costs for six months during the run-out period.

SECTION 4. RATE SCHEDULE

4.1 Except as otherwise allowed in this Agreement it is understood and agreed that PEHP will provide notice to GROUP of rate changes ninety (90) days prior to the effective date of the rate change. The rate sheet provided to GROUP ninety (90) days prior to the effective date of the changes will become effective on the GROUP's renewal date.

4.2 Notwithstanding section 4.1, PEHP may increase or decrease rates upon ninety (90) days written notice according to sound actuarial principles.

4.3 It is understood and agreed that the PEHP benefit programs made available to the GROUP under this Agreement are to be the GROUP's full financial responsibility as self-funded programs.

4.4 GROUP acknowledges that PEHP and GROUP are subject to Utah Code Annotated §49-20-402(1) which states: "The reserves in a risk pool in a given fiscal year shall be maintained at the level recommended by the program's consulting actuary and approved or ratified by the board. If the reserves drop below that level, covered employers in the risk pool are required to cure any deficiency in the reserve." GROUP agrees to comply with this section of Utah law and cure any deficiency in the reserves in GROUP's risk pool immediately at PEHP's sole discretion and request.

SECTION 5. RATE PAYMENTS

5.1 PEHP required rates may come in whole or in part from the Covered Individual or from GROUP. GROUP agrees to collect from its Covered Individuals their share of rates if any.

5.2 GROUP agrees to remit 100% of the required rates regardless of their source to PEHP together with a remittance report. The remittance report shall be completed according to guidelines and procedures specified by PEHP. Rates and remittance reports shall be submitted by the due date specified on the billing statement. If GROUP's rate payments are more than fifteen (15) days in arrears from the due date specified on the billing statement, PEHP may, at its sole discretion, take any or all of the following actions: 1) immediately suspend payment of claims until payment is made in full; in such case, CITY shall be responsible for any payment to providers, including any late fees, as applicable; 2) immediately terminate this Agreement; 3) assess CITY a 1% penalty on late payments; or 4) charge 1% per month interest on all late amounts due. If GROUP's Agreement is terminated under this section, GROUP cannot enter into a new Agreement for dental coverage with PEHP until the amount in arrears is paid in full, and not until the next annual renewal date.

5.3 It is understood and agreed that it is GROUP's obligation under this section to collect and remit the required rates to PEHP.

5.4 Pursuant to Utah Code Ann. §49-20-301, PEHP plans "shall be maintained on a financially and actuarially sound basis by payments from covered employers and covered individuals." Utah Code Ann. §49-20-402(1) states that, "The reserves in a risk pool in a given fiscal year shall be maintained at the level recommended by the program's consulting actuary and approved or ratified by the Board. If the reserves drop below that level, covered employers in the risk pool are required to cure any deficiency in the reserve." If the reserves in the GROUP's risk pool drop below the recommendation of the consulting actuary, GROUPS participating in the risk pool shall

be responsible to pay the difference to PEHP within fifteen (15) days following the request on a per capita basis. In the case of a deficit in reserves, GROUPs in the risk pool agree to pay PEHP interest of 1% per month for each month after the end of the month in which the risk pool maintains a deficit.

5.5 PEHP, upon recommendation of its consulting actuary, shall determine when “substantial excess reserves” have been accrued in accordance with Utah Code Ann.§ 49-20-402. In such a case, and upon Board approval, PEHP shall refund reserves to GROUPS participating in the risk pool in accordance with Utah Code Ann.§ 49-20-402.

SECTION 6. PLAN SERVICES AND REPORTING

6.1 GROUP hereby agrees that it is the sole responsibility and right of PEHP to contract with, negotiate policies, procedures, and plan provisions, in reference to physicians, hospitals, facilities, corporations, or other service providers. PEHP agrees to establish and maintain its usual hospital and physician relations activities, subscriber service activities, investigative and claim review procedures, legal review, and defense services, and shall take all reasonable measures to prevent the allowance and payment of improper claims for GROUP. PEHP shall be responsible for collecting any improperly paid claims.

6.2 PEHP agrees to the following under the terms of this Agreement:

6.2.1 Payment of claims shall be made within thirty (30) days upon receipt of all information necessary to make payment, including essential coordination of benefits data from the primary carrier;

6.2.2 If a claim is denied, an explanation of benefits will be available within one (1) week with the reason for rejection of a claim;

- 6.2.3 For all paid claims, an explanation of benefits will be available within (1) week following payment;
- 6.2.4 PEHP shall assist claimants in meeting requirements for additional information and proper completion of claim forms;
- 6.2.5 PEHP shall provide customer service staff, telephone numbers and access to www.myPEHP.org to Covered Individuals regarding plan coverage and benefits as well as specific data concerning claims such as, but not limited to, status of claim, date paid, amount and provider;
- 6.2.6 PEHP shall obtain and furnish information, as necessary, regarding non-duplication of payment or coordination of benefits;
- 6.2.7 PEHP shall recover overpayments and subrogation amounts for third party liability;
- 6.2.8 PEHP shall investigate claims as necessary;
- 6.2.9 PEHP shall provide access to online enrollment for GROUP's employees at www.myPEHP.org.

6.3 GROUP hereby acknowledges and agrees that it is the responsibility of GROUP to obtain and maintain updated, accurate enrollment data, member files, eligibility information, effective dates, and employee status information in the form specified by PEHP. GROUP agrees to provide PEHP with current and updated copies of all completed enrollment forms and other documentation as deemed necessary by PEHP.

SECTION 7. APPLICATION FORMS, IDENTIFICATION CARDS

7.1 PEHP shall furnish to GROUP appropriate enrollment forms for distribution to new Eligible Employees and will distribute Identification Cards to such employees upon receipt and processing of such enrollment forms.

7.2 GROUP agrees to verify employment status and date of employment information contained in any new applications filed by employees. On a bi-weekly basis GROUP agrees to inform PEHP of any change in employee or dependent status or of the terminating of coverage of any employee or family members in accordance with the GROUP's remittance schedule.

SECTION 8. PARTICIPATION STANDARDS

8.1 GROUP acknowledges and agrees that it shall only offer PEHP dental plans to its Eligible Employees. If GROUP offers to its employees any dental plan other than PEHP, this Agreement shall automatically terminate and GROUP shall be responsible for all claims incurred but not reported at the date of termination.

8.1.1 For purposes of this Agreement, the term Eligible Employee shall mean GROUP's employees who are otherwise eligible for dental coverage through GROUP but do not have other dental coverage in place. Eligible Employee is further defined as an employee whose term of employment for GROUP normally requires an average of twenty (20) hours or more per week. Eligible Employees also include elected and appointed officials elected or appointed prior to 1/1/11. Elected and appointed officials that are elected or appointed after 1/1/11 are Eligible Employees if they meet Utah Retirement System's guidelines as elected or appointed officials under Utah Code Annotated §49-12-102 or Utah Code Annotated §49-13-102.

8.1.2 For purposes of this Agreement, an "Early Retiree" is a former employee of GROUP who is qualified to receive a retirement benefit at the time of termination from the GROUP and has not returned to active employment with GROUP, is not 65 years of age, and is not eligible for Medicare coverage.

8.1.3 Eligible Dependents are defined as an Eligible Employee's or an Early Retiree's spouse or an Eligible Employee's children up to age 26, including step-children, legally adopted children, and children for whom the Eligible Employee or Early Retiree is a legal guardian. Eligible Dependents also include children who are incapable of self support because of an ascertainable mental or physical impairment, who are claimed as a Dependent on the Eligible Employee's Tax return, and upon attaining age 26, may continue Eligible Dependent coverage, while remaining Totally Disabled, subject to the Eligible Employee's coverage continuing in effect.

8.2 If GROUP has five (5) or more employees, at least 80% of GROUP's Eligible Employees must participate in the benefit program(s) offered to GROUP under this Agreement. If less than 80% of GROUP's Eligible Employees participate in the PEHP dental plans offered to GROUP under this Agreement, GROUP may not participate with PEHP dental plans. If GROUP drops below this participation requirement during the term of this Agreement, this Agreement may, at PEHP's sole discretion, either 1) be immediately terminated and no renewal will be allowed until the participation standard is verified and met, or 2) PEHP may immediately increase the required rates in accordance with actuarial principles.

8.3 If GROUP has four (4) or less employees, 100% of GROUP's Eligible Employees must participate in the PEHP dental plans offered to GROUP under this Agreement. If less than 100% of GROUP's Eligible Employees participate in the PEHP dental plans offered to GROUP under this Agreement, GROUP may not participate with PEHP dental plans. If GROUP drops below the participation requirement during the term of this Agreement, this Agreement may, at PEHP's sole discretion, either 1) be immediately terminated and no renewal will be allowed until the participation standard

is verified and met, or 2) PEHP may immediately increase the required rates in accordance with actuarial principles.

8.4 GROUP acknowledges and agrees that it will cover all Eligible Employees for dental benefit plans in a non-discriminatory manner.

SECTION 9. RATES

9.1 PEHP, in its sole discretion, shall determine the rates for individual GROUPs participating in the Risk Pool.

9.2 Individual GROUPs participating in the Risk Pool will be underwritten in accordance with the Risk Pool's average experience with adjustments for actuarial credibility based on group size, group risk and group loss ratio.

SECTION 10. AVAILABILITY OF DATA

10.1 In accordance with Utah Code Annotated §49-11-618(2) (1953, as amended), the applicable board resolutions, and 45 CFR part 164, PEHP shall provide to GROUP upon written request, aggregate health data, or a copy of the same, for the sole purpose of reviewing GROUP's claims and utilization experience, provided the GROUP reimburses PEHP for the actual cost of reproducing said data. The data shall be delivered to the GROUP without PEHP's proprietary or confidential data. The GROUP hereby indemnifies PEHP from any loss, claim or liability arising out of GROUP's use of the data. GROUPs with less than 100 employees participating in the health plan will not be given data beyond the small group reporting package.

10.2 GROUP acknowledges and agrees that any data received by GROUP from PEHP shall not be used for the purpose of making employment decisions.

10.3 The parties agree that the acts, duties and obligations required by this Agreement shall be performed in compliance with rules adopted by the Board regarding the Privacy and Security Rules as promulgated under the Health Insurance Portability and Accountability Act of 1996.

SECTION 11. RECORD RETENTION AND REVIEW

11.1 PEHP shall maintain, or cause to be maintained, records covering claims submitted to PEHP hereunder as well as payment disbursed by it for the same period of time that PEHP retains like records in connection with its claims administration provided to other policyholders. Agents and representatives of the GROUP shall, at all reasonable times, have the right to inspect and audit the books and records of PEHP, insofar as they relate to claim payments made hereunder. PEHP may, at its option, provide appropriate data to the GROUP for audit and review in lieu of the GROUP inspecting actual plan records where disclosure of the original records would jeopardize other confidential or proprietary information of PEHP. GROUP shall be required to sign an indemnification agreement prior to having access to PEHP records.

SECTION 12. ENROLLMENT

12.1 In accordance with the Master Policy and upon notice from GROUP, PEHP agrees to enroll all Eligible Employees in a timely manner.

12.2 PEHP agrees to supply to terminated employees losing coverage,

certification of their creditable coverage. The terms governing certification and disclosure are contained in the Master Policy attached hereto as part of Exhibit A.

SECTION 13. EARLY RETIREE BENEFIT

13.1 GROUP, at GROUP's sole discretion, may offer the PEHP dental benefit program to the GROUP's Early Retirees and their Eligible Dependents according to eligibility standards adopted by the GROUP. GROUP shall make available to their Eligible Early Retirees, copies of any rules, regulations, and restrictions limiting their coverage or their options for coverage. Refer to Section 8.1.2 for a definition of an "Early Retiree."

13.2 GROUP, if it determines to provide early retirement coverage, agrees to pay PEHP 100% of the rate for its Early Retirees and their Eligible Dependents who have PEHP coverage.

13.3 Failure of GROUP to pay the required rate shall result in termination of the coverage of the Early Retiree and their Eligible Dependents.

13.4 If this Agreement is terminated during the period of Early Retiree coverage, the Early Retiree and any Eligible Dependents coverage under this Agreement shall cease and GROUP, if obligated, shall be responsible for securing other coverage for the Early Retiree and Eligible Dependents.

13.5 The experience of GROUP's Early Retirees will be used in setting GROUP's future rates for active employees and Early Retirees and their Eligible Dependents.

13.6 GROUP shall inform PEHP of each employee that elects Early Retiree coverage within thirty (30) days of such election and benefit selection.

13.7 GROUP shall inform PEHP within thirty (30) days of an Early Retiree's ineligibility or termination of Early Retiree coverage.

13.8 PEHP shall have the right to perform periodic audits on GROUP's compliance with this section.

SECTION 14. CONTINUATION COVERAGE FOR DENTAL COVERAGE

14.1 In accordance with state and federal law and this section, GROUP shall certify to PEHP on or before June 30, 2014 the number of employees employed on a typical day in the previous year in order to determine whether GROUP's employees are entitled to COBRA benefits under section 14.2, or mini-COBRA benefits under section 14.4.

14.2 Covered Individuals of groups with twenty (20) or more employees, participating in the Risk Pool, will be eligible for continuation of health coverage pursuant to 42 U.S.C. §300bb-1 through 8 (COBRA coverage) in accordance with applicable laws, regulations, and procedures. Covered Individuals are responsible for the payment of applicable rates.

14.3 The claims experience of individuals receiving COBRA coverage shall remain with GROUP during the period of COBRA coverage.

14.4 Covered Individuals of groups with less than twenty (20) employees participating in the Risk Pool will be eligible for continuation of health coverage pursuant to Utah Code Annotated §31A-22-722 in accordance with applicable laws, regulations, and procedures. Covered Individuals are responsible for the payment of applicable rates.

14.5 If this Agreement is terminated during the period of continuation coverage

referenced in this subsection, the Covered Individuals coverage under this Agreement shall cease and GROUP shall be responsible for securing coverage for the Covered Individuals.

14.6 Upon a GROUP's enrollment with PEHP, or upon timely receipt of written notice of a COBRA or mini-COBRA Qualifying Event, PEHP shall notify all Covered Individuals of their COBRA rights, if such rights exist.

14.7 GROUP shall notify PEHP of a Covered Individual's death, termination of employment, reduction of hours, or a Covered Employees entitlement to benefits under Title XVII of the Social Security Administration, that would cause the Covered Individual to lose coverage.

14.8 PEHP is not responsible to notify Covered Individuals of COBRA rights if notice of a COBRA qualifying event is not received from GROUP in a timely manner.

14.9 Covered Individuals eligible for conversion coverage pursuant to Utah Code Annotated §31A-22-723 may elect such coverage in accordance with applicable laws, regulations, and procedures. Covered Individuals shall be responsible to pay applicable rates.

SECTION 15. ELIGIBILITY

15.1 PEHP shall provide coverage to those Eligible Employees and their Eligible Dependents who are identified by GROUP as having elected coverage and for whom a rate is paid.

15.2 Notwithstanding Section 15.1, PEHP reserves the right to deny coverage to an otherwise Eligible Employee and/or their Eligible Dependent, in accordance with the PEHP Master Policy, if that individual commits fraud upon PEHP, forges prescriptions,

commits criminal acts associated with coverage, misuses or abuses benefits or breaches the conditions of the PEHP Master Policy.

15.3 GROUP and/or Covered Individuals shall be responsible for all tax consequences of participating in PEHP plans or programs.

SECTION 16. CONFLICT OF INTEREST

16.1 GROUP represents that, except as has been disclosed in writing to PEHP: 1) no employee of GROUP is related to any employee, officer or director of PEHP who has supervisory or discretionary responsibilities; and 2) no employee, officer, director or owner of GROUP is also an employee of PEHP. Failure to comply with this provision shall give PEHP the right, at its sole discretion, to terminate this Agreement.

SECTION 17. WAIVER OF RATE FOR LONG TERM DISABILITY BENEFICIARIES

17.1 Eligible Employees who are approved for long-term disability benefits with PEHP's Long-Term Disability Program under Utah Code Annotated Title 49, Chapter 21, or from another employer-sponsored long-term disability program substantially similar to PEHP's Long-Term Disability Program (as solely determined by PEHP), are eligible to continue coverage with PEHP until the earlier of: 1) the Eligible Employee is no longer receiving long-term disability benefits, 2) the Eligible Employee's failure to make the required payment to PEHP each month as set forth below, 3) the GROUP's cancellation of dental coverage with PEHP, or 4) the Eligible Employee or Eligible Employee's spouse reaching the first of the month in which the Eligible Employee or Eligible Employee's spouse attains the age of 65. The Eligible Employee or Eligible

Employee's spouse turning 65 will be eligible to continue with a PEHP-sponsored Medicare Supplement plan, but will be required to pay the full required monthly rate. The Eligible Employee or Eligible Employee's spouse who is younger than 65, or any other Eligible Dependents covered on the plan younger than 65, will remain eligible for PEHP coverage until they meet one of the other criteria listed above or no longer meet dependent eligibility criteria.

17.2 Each disabled Eligible Employee who qualifies for PEHP coverage must pay a portion of the monthly PEHP rate to remain eligible for PEHP benefits as set forth below. The remainder of the monthly rate shall be waived by PEHP. The disabled Eligible Employee shall pay 10% of the monthly PEHP rate for the first year of disability, 20% for the second year of disability, and 30% thereafter. The monthly PEHP rate shall be set by PEHP.

SECTION 18. GENERAL PROVISIONS

18.1 This Agreement may be modified or amended only by a written instrument executed by duly authorized officers of the parties hereto. Addendums to the Agreement may be provided yearly, quarterly, or as needed to keep Agreement provisions current.

18.2 If any party defaults in the performance of this Agreement or fails to perform any of its obligations hereunder, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing the Agreement or from pursuing any remedy provided hereunder.

18.3 In the event a party to this Agreement fails to perform its obligations hereunder, the performing party shall provide written notice to the non-performing party of such failure to perform. The non-performing party shall then have sixty (60)

days to cure such non-performance. If the non-performing party does not cure such failures, the performing party may terminate the Agreement without waiving any rights that party may have either in law or equity.

18.4 This Agreement is entered into in the State of Utah and shall be governed by the laws of said state.

18.5 Each person signing this Agreement represents and warrants that they are authorized to sign this Agreement and have the authority to bind the entity on whose behalf they are signing.

18.6 Prior to commencing an administrative appeal or other formal claim, the parties agree to mandatory mediation in an attempt to resolve any dispute arising out of this Agreement. If the parties cannot reach an agreement through mediation, parties agree to resolve any dispute through the administrative hearing process outlined in Utah Code Annotated §49-11-613.

18.7 This Agreement is for the benefit of the parties and does not create any rights, causes of action or obligations to or on behalf of any third party.

18.8 This Agreement includes the entire understanding of the parties, supersedes all other previous agreements between the parties, and no other agreement exists among parties at time of this agreement.

EXECUTED this _____ day of _____, 2014 for the 2013 plan year.

**UTAH RETIREMENT SYSTEMS
PUBLIC EMPLOYEES HEALTH PROGRAM**



R. Chet Loftis

**Title: Group Insurance Director
Public Employees Health Program**

Agency: Spanish Fork City

By: _____

Title: _____

EXHIBIT A
Spanish Fork City

- **List of Benefit Programs**
 - Preferred Choice Dental (Waiver)
 - Traditional Choice Dental

- **Rate for Each Program**

Please see your ninety (90) day renewal packet for actual rate sheet.

- **Early Retiree Rates July 1, 2013– June 30, 2014:**

102% of the active employee monthly rate prior to 18 months.
120% of the active employee monthly rate after 18 months.

- **Documents for Dental Plans Selected**

Plan specific Benefits Summaries, Master Policies and provider lists are available online at www.pehp.org.

- **Coverage date for new employees**

Employees are eligible on the date of hire or the month after the hire date or as determined by the GROUP policy and procedures for employees.

- **Termination date for departing employees**

Employees terminate on the date of termination or terminate at the end of the month on the date of termination or as determined by GROUP policy and procedures for employees.

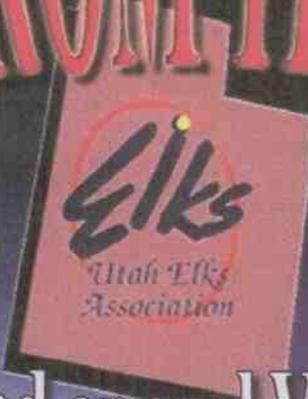
- **Plan Year:**

July 1, 2013 – June 30, 2014

NOTE: Changes from the 2012-2013 Agreement – all dates have been updated for the new plan year.



MUSIC FROM THE HEARTS



We present our 2nd annual Veterans fund raiser.

**Spanish Fork Arena
Ponderosa Building
February 8th, 2014
11 a.m through 5 p.m.**

We are looking for more sponsors and raffle items.

Contact Robert Pagnani, Utah Elks Veterans chairperson
rpagnani@hotmail.com (435) 433-6938

**Come support our veterans programs
and help end veterans' suicide.**





ZONING MAP AMENDMENT

REPORT TO THE CITY COUNCIL MAYFIELD ZONING MAP AMENDMENT

- Agenda Date:** February 18, 2014.
- Staff Contacts:** Dave Anderson, Community Development Director.
- Reviewed By:** Development Review Committee, Planning Commission.
- Request:** That the City's Zoning Map be amended. Per the request, the Zoning Map would be changed from Exclusive Agriculture to R-1-12.
- Zoning:** Exclusive Agriculture existing, R-1-12 proposed.
- General Plan:** Low Density Residential.
- Project Size:** 13.8 acres.
- Number of lots:** Not applicable.
- Location:** 130 North 2550 East.

This proposal involves changing the zoning of some 14 acres located at the intersection of 130 North and 2550 East. The Zone Change would allow for the development of a subdivision with 12,000 square foot lots.

As the proposed zoning is consistent with the General Plan, the DRC recommended that the proposed zoning be approved. The Planning Commission also recommended that the proposed Zone Change be approved. As part of the Planning Commission's recommendation, they stated a desire to discuss some of their concerns about the condition of 2550 East with the City Council. Staff understands that some members of the Commission plan to attend the hearing with the Council on the 18th.

Development Review Committee

The Development Review Committee reviewed this request in their January 15, 2014 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

Mayfield

Applicant: Edge Homes
 General Plan: Low Density Residential
 Zoning: RR existing, R-1-12 requested
 Location: 175 North 2550 East

Dave Andersen explained when the applicant submitted the first Preliminary Plat it did not meet the lot requirements. The applicant resubmitted the plat with the changes that were requested and now meets the requirements. The Zone Change request is for R-1-12 and there should not be a problem because the surrounding is R-1-12 as well.

Mr. Baker **moved to approve** the Mayfield Zone Change & the Mayfield Preliminary Plat subject to meeting the City Development Standards. Mr. Adams **seconded** and the motion **passed** all in favor. Mr. Oyler abstained from voting.

Discussion took place regarding LID, because this Edge Homes would like to start implementing LID into this development.



Background Discussion

Planning Commission

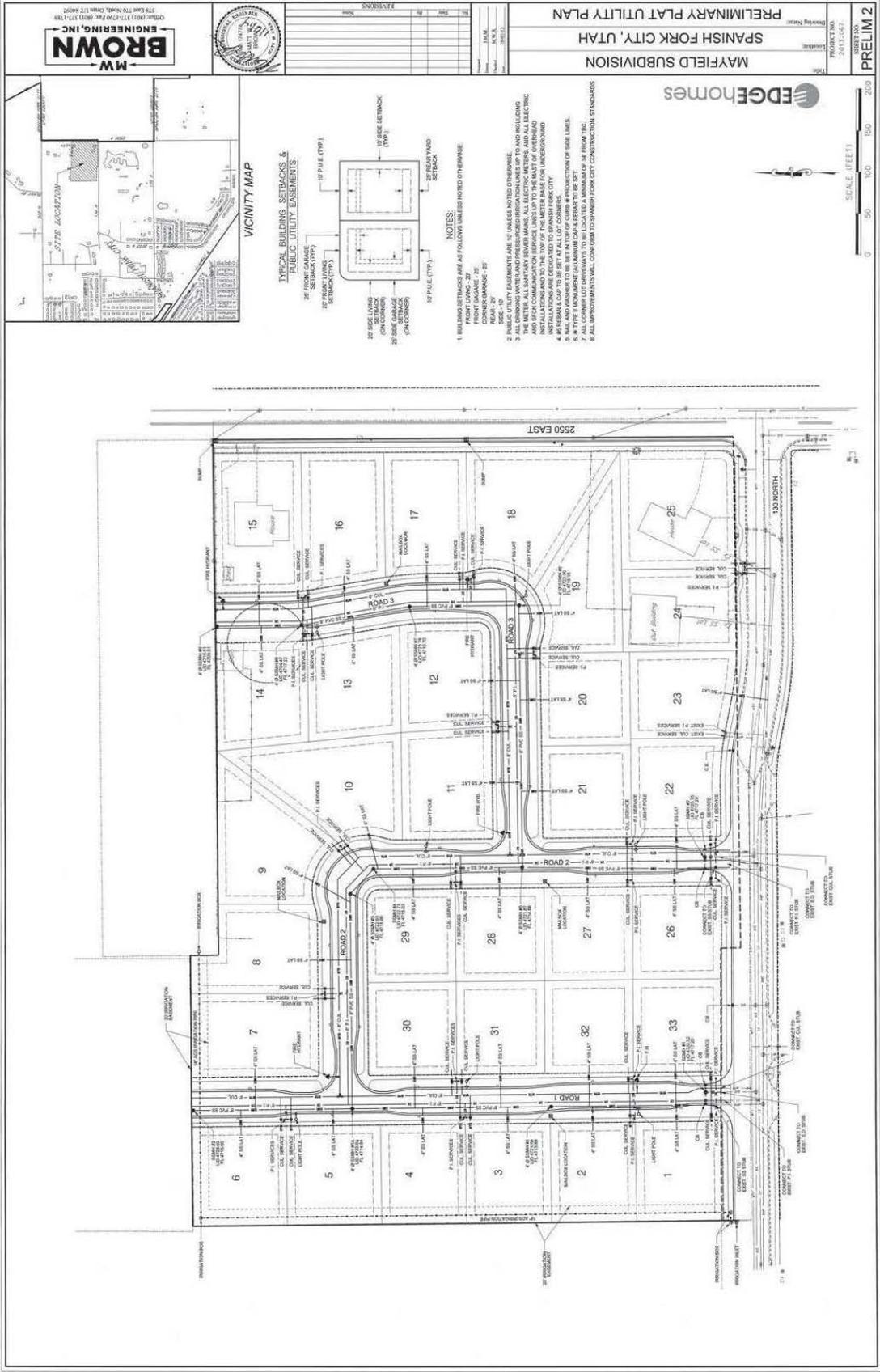
The Planning Commission reviewed this request in their February 5, 2014 meeting and recommended that it be approved. Staff anticipates having draft minutes from that meeting available before the City Council meeting.

Budgetary Impact

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

Recommendation

Staff recommends that the proposed Zone Change be approved.



BROWN
M-W
ENGINEERING, INC.

OWNER: (801) 371-7790 FAX: (801) 371-1785
278 EAST 7700 SOUTH, OGDEN, UT 84403

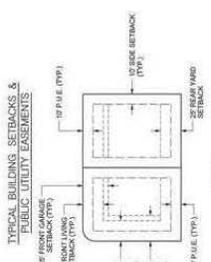


NO.	REVISION	DATE	BY	CHK.
1	ISSUED FOR PERMIT	08/15/2017	MB	MB

PROJECT NO. 2017-087
SHEET NO. PRELIM 2

MAYFIELD SUBDIVISION
SPANISH FORK CITY, UTAH
PRELIMINARY PLAT UTILITY PLAN

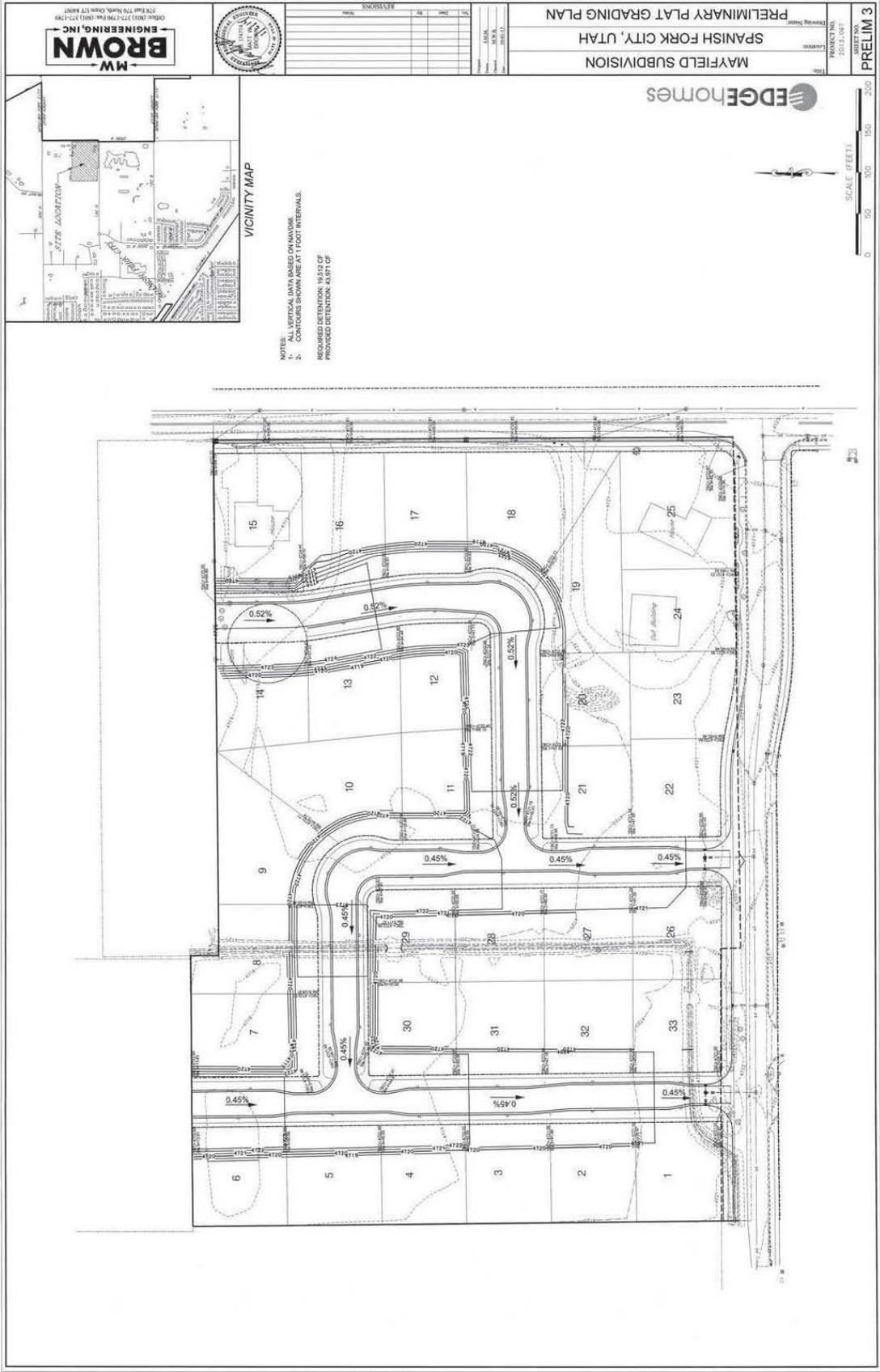
VICINITY MAP



- NOTES:
1. BUILDING SETBACKS ARE AS FOLLOWS UNLESS NOTED OTHERWISE:
FRONT YARD - 20'
SIDE YARD - 5'
REAR YARD - 20'
 2. PUBLIC UTILITY EASEMENTS ARE 10' UNLESS NOTED OTHERWISE.
 3. ALL WATERSHEDS AND PRESERVED WATERSHEDS UP TO AND INCLUDING THE 10' SETBACK FROM THE PROPERTY LINE SHALL BE PROTECTED AND EACH COMMUNICATION SERVICE LINE UP TO THE MOUNT OF OVERHEAD INSTALLATION AND TO THE MOUNT OF UNDERGROUND INSTALLATION SHALL BE PROTECTED BY A 10' SETBACK FROM THE PROPERTY LINE.
 4. IF NEARBY LOT IS TO BE SET AT ALL LOT CORNERS.
 5. IF TREE REMOVAL ALUMINUM CAP & DECK TO BE SET.
 6. IF TREE REMOVAL ALUMINUM CAP & DECK TO BE SET.
 7. ALL CORNER LOT DRIVEWAYS TO BE LOCATED A MINIMUM OF 4' FROM THE CURB.
 8. ALL IMPROVEMENTS SHALL COMPLY TO SPANISH FORK CITY CONSTRUCTION STANDARDS.

EDGEhomes

SCALE (FEET): 0 50 100 150 200





p: 801.494.0150
f: 801.221.4966

480 West 800 North
Suite 200
Orem, UT 84057

Mayfield Subdivision Community Meeting

Name: Paul & Dennis Snyder - 801-376-1456 - 801-319-2796

Signature: Dennis Z. Snyder

Name: Jim & Trudy Sumsion 801-319-2459 801-368-7715

Signature: James

Name:

Signature: Judy Sumsion 801-368-7715

Name: Ross & Janene Baadsgaard 801-798-8295

Signature: Ron Baadsgaard

Name: Janene Baadsgaard

Signature:

Name:

Signature:

Name:

Signature:

Name:

Signature:

Name:

Signature:

www.edgehomes.com



p: 801.494.0150
f: 801.221.4966

480 West 800 North
Suite 200
Orem, UT 84057

TO: Spanish Fork City

FR: Edge Homes

Date: January 28, 2014

RE: Mayfield Subdivision Community Meeting

To Whom It May Concern,

A community meeting was held on January 27, 2014 at 5:00 p.m. regarding the Mayfield Subdivision. Mr. and Mrs. Snyder were kind enough to allow the meeting to be held in their residence. The Snyders have an important role in the development considering they are the land sellers and originally planned to develop the property.

The project was discussed at length. The low impact development process was described along with our forecasted development schedule. A site plan was shown along with typical elevations that Edge Homes builds. The neighbors were especially appreciative that the front yards will be landscaped.

The major concerns that were voiced by the community members revolved around keeping their property safe from the negative aspects of the construction process. Edge Homes understands the importance of following industry standard SWPPP procedures. When these procedures are followed we believe many of the concerns will be mitigated, mainly the concerns of mud, dust, and debris from the construction activities.

It is Edge Homes' desire to provide a quality community that will add to Spanish Fork City as well as maintain a positive relationship with adjoining land owners.

Sincerely

Ray Dawson

www.edgehomes.com

ORDINANCE NO. Z02-14

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. Z02-14

AN ORDINANCE CHANGING THE ZONING DESIGNATION AND AMENDING THE OFFICIAL ZONING MAP OF SPANISH FORK CITY FOR MAYFIELD

WHEREAS, Mayfield is located at approximately 130 North 2550 East.

WHEREAS, it is desirable to change the zone of the hereinafter described property from Exclusive Agriculture to R-1-12; and

WHEREAS, the proposed zone change has been referred to the Planning Commission for consideration in accordance with law; and

WHEREAS, the Planning Commission held a public hearing on the 5th day of February, 2014, wherein public comment was received; and

WHEREAS, the Planning Commission has recommended that the zone change be approved; and

WHEREAS, a public hearing was held before the Spanish Fork City Council on the 18th day of February, 2014, wherein public comment was received and conditions to the zoning considered;

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

I.

That the property outlined in red on Exhibit A is hereby zoned R-1-12.

II.

This Ordinance shall become effective 20 days after passage and publication.

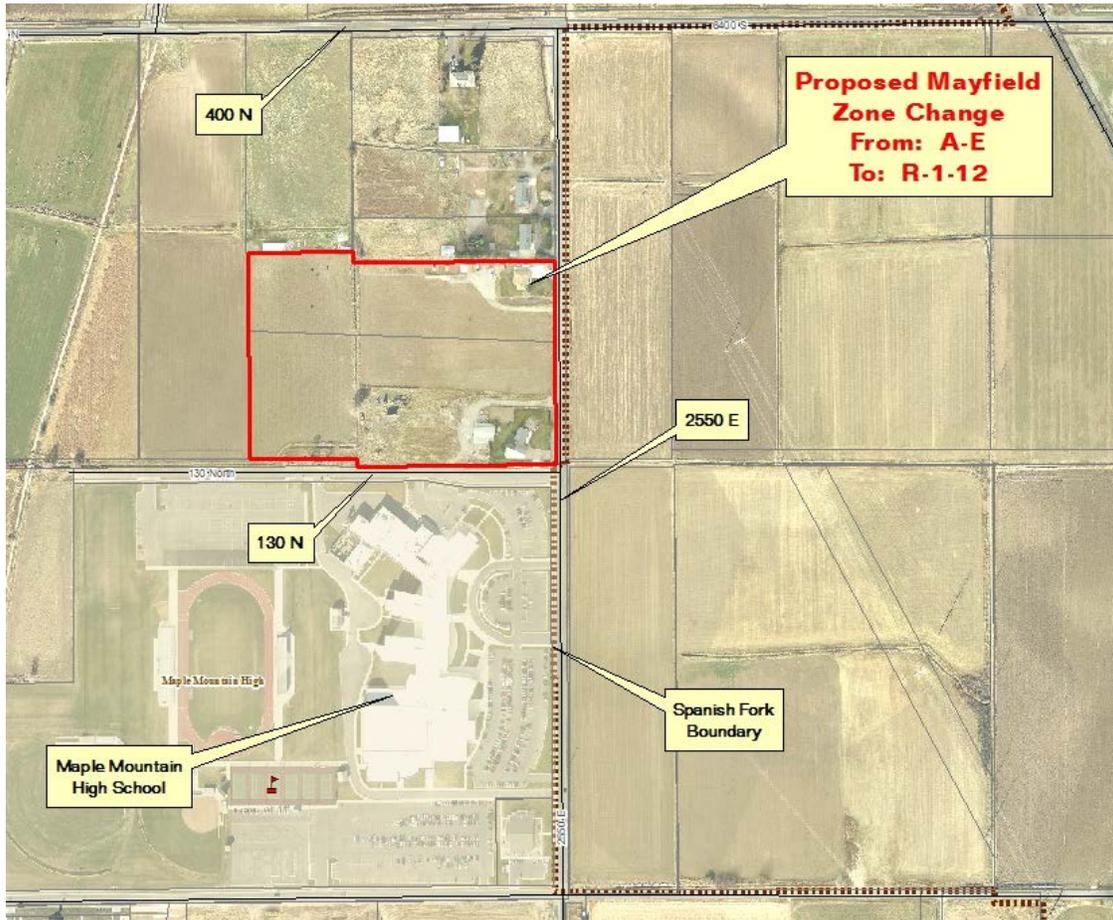
PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this 18th day of February, 2014.

STEVE LEIFSON, Mayor

Attest:

KENT R. CLARK, City Recorder

Exhibit A





NATIONAL SCHOOL BREAKFAST WEEK OFFICIAL PROCLAMATION

WHEREAS the School Breakfast Program has served our nation admirably since it was permanently established in 1989; and

WHEREAS the School Breakfast Program is dedicated to the health and well-being of our nation's children; and

WHEREAS the School Breakfast Program joins and has been joined through the years by many other excellent child nutrition programs; and

WHEREAS there is evidence of continued need for nutrition education and awareness of the value of school nutrition programs

NOW THEREFORE I, Steve Leifson, Mayor of Spanish Fork City, do hereby proclaim the week of March 3-7, 2014 as NATIONAL SCHOOL BREAKFAST WEEK and I encourage all residents to become aware and concerned about their children's and their own nutrition habits, in hope of achieving a more healthful citizenry for today and the future.

Approved at the Spanish Fork City Council Meeting this 18th Day of February, 2014.

STEVE LEIFSON, Mayor

ATTEST:

KENT R. CLARK, City Recorder

Official Proclamation

Non-Traditional Student Awareness Week

February 24, 2014 through March 1, 2014

WHEREAS in cooperation with Governor Herbert's Education Excellence initiative, Utah Valley University is committed to provide opportunities for non-traditional students to pursue a post-secondary education.

WHEREAS by 2020 the Governor's goal is that at least 66 percent of Utahans, ages 20-64, will have a post-secondary degree or certificate ensuring a well-educated citizenry and workforce that qualitatively and quantitatively meets the needs of Utah employers, which will lead to greater economic prosperity and a better quality of life for all Utahans.

WHEREAS non-traditional students stop pursuing post-secondary education because of cost and full-time employment. The Comprehensive Action Plan Developed by the Governor's Education Excellence Commission encourages the state to attract more adult learners back to school, specifically devising a plan to retrain and/or enhance the education levels of adult learners in the state,

WHEREAS in an effort to support the Governor's initiative and the efforts of Utah Valley University, we proclaim the week of February 24, 2014, through March 1, 2014, as Non-Traditional Student Awareness Week in the City of Spanish Fork.

THEREFORE be it resolved that Utah Valley University non-traditional student recruiters express their deep appreciation to Mayor Steve Leifson and the Spanish Fork City Council City for their continued commitment to higher education.

Approved at the Spanish Fork City Council Meeting this 18th day of February, 2014.

STEVE LEIFSON, Mayor

Attest:

KENT R, CLARK, City Recorder

ORDINANCE NO. 03-14

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. 03-14

AN ORDINANCE AMENDING THE MAKEUP OF THE RODEO COMMITTEE

WHEREAS, Spanish Fork has created a Rodeo Committee to assist with the production of the annual Fiesta Days Rodeo; and

WHEREAS, the Fiesta Days Rodeo has become a major production, and is considered to be one of the top rodeos in the PRCA; and

WHEREAS, in order to more fully assist with the rodeo production, to maintain the quality, and to share responsibilities and workloads, it is beneficial to add additional members to the Rodeo Committee;

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

I.

Spanish Fork Municipal Code §7.28.170 is hereby amended as follows:

7.28.170 Rodeo Committee

A. A rodeo committee is created consisting of an elected official, the City Manager, a City employee, two at large representatives, and two members designated by the Diamond Fork Riding Club. The at large members shall serve alternating four terms. At the inception, one of the at large members shall be designated to serve two years, and the other four years. Thereafter, they shall each serve four year terms. The committee shall contract for all the necessary items for the production and operation of the Fiesta Days rodeo. The committee will enforce the contract with the Riding Club.

II.

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

Dated this 18th day of February, 2014

STEVE LEIFSON, Mayor

Attest:

KENT R. CLARK, City Recorder