



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 March 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: Economic Development –Dave Andersen

5. CONSENT ITEMS:

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

- a. * Minutes of Spanish Fork City Council Meeting – [March 4, 2014](#)
- b. * [Master Agreement for Professional Services with Valley Land Surveying](#)
- c. * [Master Agreement for Professional Services with Hess Environmental](#)
- d. * [Springville Spanish Fork Airport Runway Shift/Extension Project Final Change Order](#)
- e. * [UDOT Local Government Contract for the Reconstruction of the Spanish Fork Center Street US 6 Intersection including Cut Bridge](#)
- f. * [American Tower Cell Tower Lease Amendment](#)
- g. * [Diamond Fork Riding Club Contract Amendment](#)

6. PUBLIC HEARING:

- a. * [Proposed Amendments to Title 15 – This proposal involves making a variety of changes to Title 15, the City's Zoning Ordinance.](#)
- b. * [Mayfield Zone Change and Preliminary Plat Approval – This proposal involves changing the zoning of some 14 acres located at 130 North 2550 East from Exclusive Agriculture to R-1-12.](#)
- c. * [FY 2014 Budget Revision #3](#)

7. NEW BUSINESS:

- a. * [Mayfield Preliminary Plat Approval – This proposal involves approving a Preliminary Plat for some 14 acres located at 130 North 2550 East.](#)
- b. * [Muhlestein Meadows Amended Preliminary Plat – This proposal involves potentially approving an amended Preliminary Plat for the Muhlestein Meadows development so as to permit three lots to be less than 15,000 square feet.](#)
- c. [Cost Sharing Agreement for Millrace Canal Diversion Structure](#)
- d. [Millrace Diversion Structure Easement](#)

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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

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; Steve Adams, Public Safety Director; John Bowcut, IS Director; Angie Warner, Deputy Recorder; Scott Aylett, Administration Intern.

Citizens Present: Ginnie Snyder, Amy Wilson, Cooper Wilson, Ralph Andrus, Jayden Reeder, Clyde H. Nielsen, Matt Hargreaves, Cary Hanks, Charles Thorpe, Chad Argyle, Reece DeMille, Bethany Irwin, Sabrina Wasden, Dustin Rowley, Paul Johnson, Joanne Glantz, Kathy Kenison, Wayne Andersen.

CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITION:

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

Motivation/Inspirational Message given by Clyde H. Nielsen.
Jayden Reeder led in the pledge of allegiance.

URMMA Presentation –Risk Management Pool Insurance Company for Cities

Paul Johnson, Joanne Glantz, Kathy Kenison

PUBLIC COMMENTS:

Agenda Request – Jake Isaac –this item was removed from the agenda.

Cary Hanks Director of the Spanish Fork Salem Chamber of Commerce announced that Cole's House of Trophy was awarded the March Business of the Month. They will meet at their location tomorrow at noon to recognize them. Ms. Hanks said that the Bills & Bagels events were great and had a great turn out. Ms. Hanks thanked the Nebo School District for providing the facility and Central Utah Clinic for providing the breakfast.

Ralph Andrus thanked the City for the trails, they are a great amenity. Mr. Andrus gave a brief story to recognize some local veterans.

Dustin Rowley with the Timp-Nebo Conservation District said they have received funding to address resource concerns on the lower half of the Spanish Fork River. Mr. Rowley invited land owners in the area to a meeting on March 13th at 7:00pm at the Utah County Health & Justice Center in Provo.

COUNCIL COMMENTS:

Councilman Davis announced that Officer Greg Sherwood is home and thanked the City & the County for all they did for him. Also, thanked the 7th Ward for lining his street with flags and

48 supporting him when he came home. Councilman Davis addressed the flower/decoration
49 removal policy for the cemetery that is being implemented in the next couple of months.

50
51 Councilman Dart thanked the police department for dealing with the code enforcement and
52 dealing with nuisance yards, etc. and encourages the citizens to clean up their yards. Councilman
53 Dart also thanked the engineering department.

54
55 Councilman Scoubes reviewed some items that will be discussed at the next airport board
56 meeting. Councilman Scoubes appreciated the comments from Mr. Andrus.

57
58 Councilman Mendenhall thanked the Chamber of Commerce for all they do and events they put
59 on and invited those that are not chamber members, to join.

60
61 Mayor Leifson agreed that the Bills and Bagels event was great. Mayor Leifson attended a court
62 of honor for 11 new eagle scouts and congratulated those scouts. Mayor Leifson wished his wife
63 Happy Birthday today.

64
65 **SPANISH FORK 101: SFCN Data Deployment –John Bowcut**

66
67 **CONSENT ITEMS:**

68 Department Directors gave a brief summary of their item(s) list below:

- 69 a. **Minutes of Spanish Fork City Council Meeting – February 18, 2014**
70 b. **Revised Hangar Ground Lease Indemnification Clause**
71 c. **Amendment to the Facilities Use Agreement Nebo School District**

72
73 Councilman Dart made a **Motion** to **approve** the consent items.
74 Councilman Davis **Seconded** and the motion **Passed** all in favor.

75
76 **NEW BUSINESS:**

77 **Recycling Ad-hoc Committee Report –Chad Argyle**

78 Mr. Argyle said a committee was put together consisting of himself, Paul Brickson, Brandon
79 Condie, Brad Warnock, Susan Taylor and Charles Thorpe. This committee has reviewed and
80 debated the options and will present the recommendations.

81
82 Mr. Argyle reviewed the details of the recommendations.

83 1st recommendation - Approve the contract with Republic Services.

84 2nd recommendation – Offer an opt-out recycling program.

85 3rd recommendation – Purchase the existing blue cans and future cans as well.

86
87 Mayor Leifson thanked the committee for their hard work and recommendations.

88
89 City Council agreed to move forward with the first recommendation and will discuss the remaining
90 issues further with upcoming budget discussions.

91
92 **Resolution #14-04 Authorizing the Mayor to Execute an Interlocal Agreement Creating the Mt.
93 Nebo Water Agency**

94 Junior Baker said water is a precious resource and we need to conserve better. Municipalities
95 and groups are joining together to see if we can do a better job of conserving water. As projects
96 come along, those included in this agency would be able to opt-in or opt-out with each project.
97 Staff recommends that the City Council approve this resolution with some small revisions

98 approved by the City Attorney and Mayor.
99
100 Councilman Gordon asked if those that have chosen not to join at this time will have the option to
101 join later.
102
103 Mr. Baker replied yes.
104
105 Councilman Davis explained how the idea for this agency started and how important this agency
106 is going to be for the future development of south Utah County.
107
108 Mayor Leifson thanked Wayne Andersen for starting and leading this vision.
109
110 Councilman Davis made a **Motion to approve** the Resolution #14-04 Authorizing the Mayor to
111 Execute an Interlocal Agreement Creating the Mt. Nebo Water Agency with revisions approved
112 by the City Attorney and Mayor.
113 Councilman Dart **Seconded** and the motion **Passed** all in favor.
114
115 **Board & Committee Appointments**
116 Mayor Leifson recommended appointing Roy Evans to the Senior Citizen Board.
117
118 Councilman Dart made a **Motion to approve** the Mayor's appointment of Roy Evans to the Senior
119 Citizen Board.
120 Councilman Scoubes **Seconded** and the motion **Passed** all in favor.
121
122 Mr. Baker asked Mayor Leifson if he would appoint a board member and an alternate board
123 member to the Mt. Nebo Water Agency.
124
125 Mayor Leifson recommended appointing Councilman Richard Davis as the board member and
126 Mayor Steve Leifson as the alternate board member.
127
128 Councilman Dart made a **Motion to approve** the Mayor's appointment of Councilman Richard
129 Davis as the board member and Mayor Steve Leifson as the alternate board member for the Mt.
130 Nebo Water Agency.
131 Councilman Mendenhall **Seconded** and the motion **Passed** all in favor.
132
133 **Miss Spanish Fork Float**
134 Scott Aylett reviewed the process for rebuilding and refreshing the Miss Spanish Fork float for
135 the past years. Mr. Aylett presented the proposals the City received for a 2 year contract. Mr.
136 Aylett explained that the price in the past has been \$10,000 the first year and \$5,000 the second
137 year. With the new proposal staff would like to spend \$11,000 the first year and \$4,000 the
138 second year.
139
140 Councilman Gordon made a **Motion to approve** the Miss Spanish Fork Float Contract.
141 Councilman Davis **Seconded** and the motion **Passed** all in favor.
142
143 **ADJOURN:**
144 Councilman Dart made a **Motion to adjourn** to Closed Session to discuss Water Purchase.
145 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:45 p.m.
146
147 **ADOPTED:**
148



Memo

To: Mayor and City Council
From: Chris Thompson P.E., Public Works Director/City Engineer
Date: March 12, 2014
Re: Master Agreement for Professional Services with Valley Land Surveying

Staff Report

RECOMMENDED ACTION

Approve the Master Agreement for Professional Services with Valley Land Surveying.

BACKGROUND

With our surveyor going to work for Provo City we have some surveying needs that will need to be met during the time it takes to replace him. This is a master agreement with Valley Land Surveying to perform miscellaneous surveying for us. We will hire surveying based on our Miscellaneous Surveying Bid according to cost and availability.

DISCUSSION

This does not obligate us to any monetary projects with Valley Land Surveying. It just allows us to assign task orders for work as the need arises and the budget allows. Task orders will be issued according to the purchasing policy.

Attached: agreement



**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
VALLEY LAND SURVEYING**

This AGREEMENT, dated March 18, 2014, is made and entered into between Spanish Fork City (herein called OWNER) and Valley Land Surveying, a Utah Corporation (herein called SURVEYOR). From time to time OWNER may request that SURVEYOR provide professional services for Specific Projects. Each work engagement will be documented by an individual Task Order. This AGREEMENT sets forth the general terms and conditions that will apply to all Task Orders duly executed under this AGREEMENT.

In consideration of the mutual promises herein contained, SURVEYOR and OWNER agree as follows:

1. TERM AND AUTHORIZATION TO PROCEED

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 8 years from the Effective Date of the AGREEMENT.
- B. This AGREEMENT may be extended or renewed by the Parties, with or without changes, by written instrument.
- C. Execution of individual Task Orders by OWNER will be authorization for the SURVEYOR to proceed with the authorized work associated with the Specific Projects (PROJECT), pursuant to the terms and conditions of this AGREEMENT.

2. SURVEYOR'S SERVICES

- A. The SURVEYOR agrees to provide surveying services to the OWNER on an as needed basis. The scope of services, period of performance, and basis of SURVEYOR's compensation are to be defined in individual Task Orders. Each duly executed Task Order shall be subject to the terms and conditions of this AGREEMENT. A standard task order form is included as Attachment A. The SURVEYOR will perform the defined services in a professional manner using the degree of care and skill that is normally employed by professional surveyors or consultants on similar projects of equal complexity.
- B. The relationship of the SURVEYOR to the OWNER is that of an independent contractor and nothing in this AGREEMENT or the attachments hereto, creates any other relationship. As an independent contractor, the SURVEYOR shall have the sole responsibility for paying taxes, workers compensation, employee benefits (if any), and all similar obligations.

- C. This AGREEMENT is not a commitment by Owner to Surveyor to issue any Task Orders.

3. COMPENSATION AND PAYMENT

- A. OWNER and SURVEYOR shall agree on the basis of compensation for each Task Order. If hourly rates are to be used as the basis of compensation, those rates will be defined in each Task Order. Hourly rates are updated on January 1 of each calendar year by the SURVEYOR. Updated hourly rates will be used for all task orders. Additionally, SURVEYOR will be reimbursed for actual costs and expenses incurred in performance of the PROJECT.
- B. Invoicing will occur following the last Friday of each month. Payments shall be due within 30 days of receipt of the invoice.
- C. A service charge of 10 percent will be applied to expenses incurred in performance of the PROJECT. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be reimbursed to SURVEYOR.
- D. An interest rate of 1.5% per month will be applied to all invoices that are not paid in full after 30 days following the invoice date. Payments will be applied to the outstanding interest first and then to the principal.
- E. The SURVEYOR may discontinue work on the PROJECT by issuing the OWNER a written seven-day notice if full payment for an invoice is not received within 60 days of the date of the invoice. Suspension of work will continue until full payment is made for all outstanding invoices including interest. The SURVEYOR accepts no liability for damages or delays that result from its suspension of work. The OWNER may not use information or work product provided by the SURVEYOR until full payment is made including applicable interest.

4. INSURANCE

- A. The SURVEYOR will maintain insurance coverage throughout the term of the AGREEMENT. Insurance coverage will include:
 - 1) Worker's Compensation
 - State Statutory
 - Employer's Liability \$100,000
 - 2) Comprehensive General Liability
 - Bodily Injury and Property Damage \$1,000,000

| | |
|--|--------------|
| Combined Single Limit | \$1,000,000 |
| 3) Automobile Liability Combined Single Limit | \$1,000,000 |
| 4) Professional Liability | \$1,000,000. |

5. LIMITATION OF LIABILITY

- A. The SURVEYOR shall not be liable for damages or delays resulting from actions or inaction of a third party that is not under the direct control of the SURVEYOR, such as government agencies that have review and permit authority.
- B. The OWNER shall defend, indemnify and hold harmless the SURVEYOR, its subcontractors, agents and employees for all liability, other than that caused by the negligent acts, errors, or omissions of the SURVEYOR.
- C. The OWNER shall defend, indemnify and hold harmless the SURVEYOR, its subcontractors, agents and employees for all liability resulting from construction of the PROJECT, if the SURVEYOR is not retained to perform construction phase services on the PROJECT.
- D. To the fullest extent permitted by law, and notwithstanding any other provision of this AGREEMENT, the total liability, in the aggregate, of the SURVEYOR and the SURVEYOR's officers, directors, partners, employees and subconsultants, and any of them, to OWNER, for any and all claims, losses, costs, or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to a Specific Project or Task Order, or this AGREEMENT, from any cause or causes shall not exceed the total compensation received by the SURVEYOR under this AGREEMENT, or the total amount of \$1,000,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- E. The SURVEYOR is not responsible for delays or damages caused by acts of God such as floods or earthquakes, or other circumstances beyond control of SURVEYOR.
- F. The SURVEYOR, its subcontractors, agents and employees shall not be liable for consequential damages or indirect liability from a third party. The OWNER will defend, indemnify and hold harmless the SURVEYOR, its subcontractors and agents from such an occurrence.

6. TERMINATION

- A. This AGREEMENT may be terminated by either party in the event that the other party has not performed any material covenant or has otherwise breached any material term of this AGREEMENT (i) upon receipt of written notice thereof if the nonperformance or breach is incapable of cure, or (ii) upon the expiration of ten (10) calendar days (or such additional cure period as the non-defaulting party may authorize) after receipt of written notice thereof if the nonperformance or breach is capable of cure and has not been cured.
- B. Upon termination, SURVEYOR is entitled to full compensation as computed under this AGREEMENT for the work completed
- C. Either party may terminate this AGREEMENT without cause at any time upon thirty (30) days prior written notice to the other party.

7. ASSIGNMENT

This AGREEMENT shall be binding on the heirs, successors and assignees of the parties. This AGREEMENT may not be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by either party without the prior written consent of the other party. Unauthorized assignment is void and nonbinding.

8. OPINION OF PROBABLE CONSTRUCTION COST

Opinions of probable construction cost prepared by the SURVEYOR are based on its experience with past projects of similar construction. It is understood that the SURVEYOR has no control over economical factors or unknown conditions that may have a significant impact on actual PROJECT cost. The SURVEYOR does not guarantee its cost estimates and accepts no liability for problems created by the difference in actual costs and opinions of probable construction cost.

9. DOCUMENTS

Contract documents, calculations, electronic information and survey information created by the SURVEYOR as “instruments of service” are the property of the SURVEYOR. OWNER’s use of the documents and other “instruments of service” on any other project is prohibited and the SURVEYOR accepts no liability for such action.

10. CONSTRUCTION PHASE SERVICES

- A. The SURVEYOR has based its cost to provide construction phase services, on the SURVEYOR, its employees, subcontractors and agents

being named as additional insured under any construction contractor(s) (herein CONTRACTOR) General Liability and Builder's All Risk Insurance.

The OWNER shall include in any contract with the CONTRACTOR a statement to defend, indemnify and hold harmless the SURVEYOR; its employees, subcontractors and agents for any and all action resulting from construction activity.

- B. Observations performed by the SURVEYOR or its agents are intended to assist the OWNER to obtain the best project possible and not to assume the CONTRACTOR's responsibility to comply with the requirements of any contract documents. The parties to this AGREEMENT recognize that the CONTRACTOR has sole responsibility to ensure that any contract requirements are met. The CONTRACTOR is responsible for all methods used to complete the PROJECT and is responsible to follow all applicable safety procedures.
- C. "Record" documents prepared by the SURVEYOR are based on information supplied by the CONTRACTOR and its agents and are only as accurate as the information provided by the CONTRACTOR. The SURVEYOR does not assume responsibility for the accuracy of the "record" documents.

11. ADHERENCE TO APPLICABLE LAWS

- A. The laws of the State of Utah shall govern all aspects of this AGREEMENT.
- B. The SURVEYOR shall comply with the applicable requirements of the Equal Employment Opportunity Laws, Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.450(b), and the Fair Labor Standards Act.

12. HAZARDOUS WASTE

OWNER will indemnify SURVEYOR from all claims, damages, losses, and costs, including attorney's fees, arising out of or relating to the presence, discharge, release, or escape of hazardous substances or contaminants from the PROJECT. OWNER recognizes that SURVEYOR assumes no risk and/or liability for waste or the waste site.

13. ATTORNEY'S FEES

In the event any action or proceeding is brought by any party against any other party under this AGREEMENT, the prevailing party shall be entitled to recover attorney's fees and costs in such amount as the court may adjudge reasonable.

14. SEVERABILITY

The provisions of this AGREEMENT are severable, and should any provision hereof be void, overly broad or unenforceable, such void, overly broad or unenforceable provision shall not affect any other portion or provision of this AGREEMENT.

15. WAIVER

Any waiver by any party hereto of any breach of any kind or character whatsoever by any other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this AGREEMENT on the part of the other party.

16. NOTICES

All notices, demands, and requests required or permitted to be given hereunder shall be in writing and shall be deemed duly given if delivered or if mailed by registered or certified mail, postage prepaid, addressed to the following:

SURVEYOR: Dan E. Knowlden Jr., P.L.S.
Valley Land Surveying, L.L.C.
563 North Rees Ave.
Spanish Fork, Utah 84660

OWNER: Chris Thompson, P.E.
Public Works Director/City Engineer
Spanish Fork City
40 South Main Street
Spanish Fork, Utah 84660

Either party shall have the right to specify in writing another address to which subsequent notices to such party shall be given. Any notice given hereunder shall be deemed to have been given as of the date delivered or mailed to the other party.

17. ATTACHMENTS

The following attachments are included as part of the AGREEMENT:

Attachment A – Standard Task Order Form
Task Orders, as awarded.

This AGREEMENT constitutes the entire understanding and AGREEMENT between the parties and supersedes all prior AGREEMENTS and understandings, whether written or oral, and may only be changed by written amendment executed by both parties.

Approved for Spanish Fork City

Accepted for Valley Land Surveying

By _____
Title _____
Date _____

By Don E. Howard Jr
Title PARTNER
Date 3-7-14

ATTEST:

KENT R. CLARK, Recorder

**TASK ORDER NO.1
TO
PROFESSIONAL SERVICES AGREEMENT**

OWNER: Spanish Fork City

Effective Date of Agreement: 1/1/2013

THIS TASK ORDER NO. 1 TO PROFESSIONAL SERVICES AGREEMENT dated Month 0, 0000 (this "TASK ORDER") is made and entered into as of the ____ day of _____, 20____, by and between SPANISH FORK CITY (OWNER) and COMPAY NAME, a Utah Corporation (herein called ENGINEER) who agree as follows:

1. PROJECT. The PROJECT associated with this TASK ORDER is described as follows: Project Name. The PROJECT SITE is located...
2. SCOPE OF SERVICES. The SCOPE OF SERVICES associated with this TASK ORDER is attached hereto as Exhibit A.
3. FEES. OWNER shall reimburse for services provided under this AGREEMENT on a time and expense basis not to exceed amount in accordance with the Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit B. OWNER hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to OWNER, and OWNER further agrees to pay all fees and charges to ENGINEER in accordance with the PROFESSIONAL SERVICES AGREEMENT and FEE SCHEDULE, not to exceed \$0.00 as per the SCOPE OF SERVICES and FEE SCHEDULE.
4. PROJECT SCHEDULE. SERVICES associated with this TASK ORDER are anticipated to be completed within XX months following written authorization from the OWNER to proceed.
5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this TASK ORDER are incorporated herein and are made a part of the PROFESSIONAL SERVICES AGREEMENT.
6. OWNER has read and understood all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of the PROFESSIONAL SERVICES AGREEMENT.
7. Any additional work needed shall not proceed without a new approved TASK ORDER.
8. TASK ORDER funded with GL# 0000.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this TASK ORDER as of the date first above written.

OWNER:

ENGINEER:

CITY ENGINEER

By: _____

ENGINEERING DIVISION MANAGER

Its: _____

FINANCE DIRECTOR

Attest: _____

Its: _____



Memo

To: Mayor and City Council
From: Chris Thompson P.E., Public Works Director/City Engineer
Date: March 12, 2014
Re: Master Agreement for Professional Services with Hess Environmental

Staff Report

RECOMMENDED ACTION

Approve the Master Agreement for Professional Services with Hess Environmental.

BACKGROUND

From time to time we require the assistance of environmental work to evaluate suitable sites for roads, parking lots and buildings. We have used Hess Environmental in the past for such work. In order for them to be available for such work in the future we would like to have a master agreement for professional services in place with them.

DISCUSSION

This does not obligate us to any monetary projects with Hess Environmental. It just allows us to assign task orders for work as the need arises and the budget allows. Task orders will be issued according to the purchasing policy.

Attached: agreement



**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
HESS ENVIRONMENTAL, INC.**

This AGREEMENT, dated March 18, 2014, is made and entered into between Spanish Fork City (herein called OWNER) and Hess Environmental, Inc., a Utah Corporation (herein called SURVEYOR). From time to time OWNER may request that SURVEYOR provide professional services for Specific Projects. Each work engagement will be documented by an individual Task Order. This AGREEMENT sets forth the general terms and conditions that will apply to all Task Orders duly executed under this AGREEMENT.

In consideration of the mutual promises herein contained, SURVEYOR and OWNER agree as follows:

1. TERM AND AUTHORIZATION TO PROCEED

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 8 years from the Effective Date of the AGREEMENT.
- B. This AGREEMENT may be extended or renewed by the Parties, with or without changes, by written instrument.
- C. Execution of individual Task Orders by OWNER will be authorization for the SURVEYOR to proceed with the authorized work associated with the Specific Projects (PROJECT), pursuant to the terms and conditions of this AGREEMENT.

2. SURVEYOR'S SERVICES

- A. The SURVEYOR agrees to provide surveying services to the OWNER on an as needed basis. The scope of services, period of performance, and basis of SURVEYOR's compensation are to be defined in individual Task Orders. Each duly executed Task Order shall be subject to the terms and conditions of this AGREEMENT. A standard task order form is included as Attachment A. The SURVEYOR will perform the defined services in a professional manner using the degree of care and skill that is normally employed by professional surveyors or consultants on similar projects of equal complexity.
- B. The relationship of the SURVEYOR to the OWNER is that of an independent contractor and nothing in this AGREEMENT or the attachments hereto, creates any other relationship. As an independent contractor, the SURVEYOR shall have the sole responsibility for paying taxes, workers compensation, employee benefits (if any), and all similar obligations.

- C. This AGREEMENT is not a commitment by Owner to Surveyor to issue any Task Orders.

3. COMPENSATION AND PAYMENT

- A. OWNER and SURVEYOR shall agree on the basis of compensation for each Task Order. If hourly rates are to be used as the basis of compensation, those rates will be defined in each Task Order. Hourly rates are updated on January 1 of each calendar year by the SURVEYOR. Updated hourly rates will be used for all task orders. Additionally, SURVEYOR will be reimbursed for actual costs and expenses incurred in performance of the PROJECT.
- B. Invoicing will occur following the last Friday of each month. Payments shall be due within 30 days of receipt of the invoice.
- C. A service charge of 10 percent will be applied to expenses incurred in performance of the PROJECT. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be reimbursed to SURVEYOR.
- D. An interest rate of 1.5% per month will be applied to all invoices that are not paid in full after 30 days following the invoice date. Payments will be applied to the outstanding interest first and then to the principal.
- E. The SURVEYOR may discontinue work on the PROJECT by issuing the OWNER a written seven-day notice if full payment for an invoice is not received within 60 days of the date of the invoice. Suspension of work will continue until full payment is made for all outstanding invoices including interest. The SURVEYOR accepts no liability for damages or delays that result from its suspension of work. The OWNER may not use information or work product provided by the SURVEYOR until full payment is made including applicable interest.

4. INSURANCE

- A. The SURVEYOR will maintain insurance coverage throughout the term of the AGREEMENT. Insurance coverage will include:
 - 1) Worker's Compensation
 - State Statutory
 - Employer's Liability \$100,000
 - 2) Comprehensive General Liability
 - Bodily Injury and Property Damage \$1,000,000

| | |
|--|--------------|
| Combined Single Limit | \$1,000,000 |
| 3) Automobile Liability Combined Single Limit | \$1,000,000 |
| 4) Professional Liability | \$1,000,000. |

5. LIMITATION OF LIABILITY

- A. The SURVEYOR shall not be liable for damages or delays resulting from actions or inaction of a third party that is not under the direct control of the SURVEYOR, such as government agencies that have review and permit authority.
- B. The OWNER shall defend, indemnify and hold harmless the SURVEYOR, its subcontractors, agents and employees for all liability, other than that caused by the negligent acts, errors, or omissions of the SURVEYOR.
- C. The OWNER shall defend, indemnify and hold harmless the SURVEYOR, its subcontractors, agents and employees for all liability resulting from construction of the PROJECT, if the SURVEYOR is not retained to perform construction phase services on the PROJECT.
- D. To the fullest extent permitted by law, and notwithstanding any other provision of this AGREEMENT, the total liability, in the aggregate, of the SURVEYOR and the SURVEYOR's officers, directors, partners, employees and subconsultants, and any of them, to OWNER, for any and all claims, losses, costs, or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to a Specific Project or Task Order, or this AGREEMENT, from any cause or causes shall not exceed the total compensation received by the SURVEYOR under this AGREEMENT, or the total amount of \$1,000,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- E. The SURVEYOR is not responsible for delays or damages caused by acts of God such as floods or earthquakes, or other circumstances beyond control of SURVEYOR.
- F. The SURVEYOR, its subcontractors, agents and employees shall not be liable for consequential damages or indirect liability from a third party. The OWNER will defend, indemnify and hold harmless the SURVEYOR, its subcontractors and agents from such an occurrence.

6. TERMINATION

- A. This AGREEMENT may be terminated by either party in the event that the other party has not performed any material covenant or has otherwise breached any material term of this AGREEMENT (i) upon receipt of written notice thereof if the nonperformance or breach is incapable of cure, or (ii) upon the expiration of ten (10) calendar days (or such additional cure period as the non-defaulting party may authorize) after receipt of written notice thereof if the nonperformance or breach is capable of cure and has not been cured.
- B. Upon termination, SURVEYOR is entitled to full compensation as computed under this AGREEMENT for the work completed
- C. Either party may terminate this AGREEMENT without cause at any time upon thirty (30) days prior written notice to the other party.

7. ASSIGNMENT

This AGREEMENT shall be binding on the heirs, successors and assignees of the parties. This AGREEMENT may not be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by either party without the prior written consent of the other party. Unauthorized assignment is void and nonbinding.

8. OPINION OF PROBABLE CONSTRUCTION COST

Opinions of probable construction cost prepared by the SURVEYOR are based on its experience with past projects of similar construction. It is understood that the SURVEYOR has no control over economical factors or unknown conditions that may have a significant impact on actual PROJECT cost. The SURVEYOR does not guarantee its cost estimates and accepts no liability for problems created by the difference in actual costs and opinions of probable construction cost.

9. DOCUMENTS

Contract documents, calculations, electronic information and survey information created by the SURVEYOR as “instruments of service” are the property of the SURVEYOR. OWNER’s use of the documents and other “instruments of service” on any other project is prohibited and the SURVEYOR accepts no liability for such action.

10. CONSTRUCTION PHASE SERVICES

- A. The SURVEYOR has based its cost to provide construction phase services, on the SURVEYOR, its employees, subcontractors and agents

being named as additional insured under any construction contractor(s) (herein CONTRACTOR) General Liability and Builder's All Risk Insurance.

The OWNER shall include in any contract with the CONTRACTOR a statement to defend, indemnify and hold harmless the SURVEYOR; its employees, subcontractors and agents for any and all action resulting from construction activity.

- B. Observations performed by the SURVEYOR or its agents are intended to assist the OWNER to obtain the best project possible and not to assume the CONTRACTOR's responsibility to comply with the requirements of any contract documents. The parties to this AGREEMENT recognize that the CONTRACTOR has sole responsibility to ensure that any contract requirements are met. The CONTRACTOR is responsible for all methods used to complete the PROJECT and is responsible to follow all applicable safety procedures.
- C. "Record" documents prepared by the SURVEYOR are based on information supplied by the CONTRACTOR and its agents and are only as accurate as the information provided by the CONTRACTOR. The SURVEYOR does not assume responsibility for the accuracy of the "record" documents.

11. ADHERENCE TO APPLICABLE LAWS

- A. The laws of the State of Utah shall govern all aspects of this AGREEMENT.
- B. The SURVEYOR shall comply with the applicable requirements of the Equal Employment Opportunity Laws, Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.450(b), and the Fair Labor Standards Act.

12. HAZARDOUS WASTE

OWNER will indemnify SURVEYOR from all claims, damages, losses, and costs, including attorney's fees, arising out of or relating to the presence, discharge, release, or escape of hazardous substances or contaminants from the PROJECT. OWNER recognizes that SURVEYOR assumes no risk and/or liability for waste or the waste site.

13. ATTORNEY'S FEES

In the event any action or proceeding is brought by any party against any other party under this AGREEMENT, the prevailing party shall be entitled to recover attorney's fees and costs in such amount as the court may adjudge reasonable.

14. SEVERABILITY

The provisions of this AGREEMENT are severable, and should any provision hereof be void, overly broad or unenforceable, such void, overly broad or unenforceable provision shall not affect any other portion or provision of this AGREEMENT.

15. WAIVER

Any waiver by any party hereto of any breach of any kind or character whatsoever by any other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this AGREEMENT on the part of the other party.

16. NOTICES

All notices, demands, and requests required or permitted to be given hereunder shall be in writing and shall be deemed duly given if delivered or if mailed by registered or certified mail, postage prepaid, addressed to the following:

SURVEYOR: Lance Hess, M.S., P.G., Cert Consultant
Hess Environmental, Inc.
590 N State St, Ste E
Orem, Utah 84057

OWNER: Chris Thompson, P.E.
Public Works Director/City Engineer
Spanish Fork City
40 South Main Street
Spanish Fork, Utah 84660

Either party shall have the right to specify in writing another address to which subsequent notices to such party shall be given. Any notice given hereunder shall be deemed to have been given as of the date delivered or mailed to the other party.

17. ATTACHMENTS

The following attachments are included as part of the AGREEMENT:

Attachment A – Standard Task Order Form
Task Orders, as awarded.

This AGREEMENT constitutes the entire understanding and AGREEMENT between the parties and supersedes all prior AGREEMENTS and understandings, whether written or oral, and may only be changed by written amendment executed by both parties.

Approved for Spanish Fork City

Accepted for Hess Environmental, Inc.

By _____
Title _____
Date _____

By  _____ (Lance Hess)
Title President/Principal Hydrogeologist
Date March 11, 2014

ATTEST:

KENT R. CLARK, Recorder



SPANISH FORK-SPRINGVILLE AIRPORT

Cris Child/Manager
2050 N 300 W
Spanish Fork, Utah 84660
(801) 420-8888

March 12, 2014

Staff Report

To: Honorable Mayors and City Councils

From: Cris Child Airport Manager on behalf of the Spanish Fork/Springville Airport Board

Subject: Goran Final Change Order

Recommended Motion: Approval

Background/Discussion:

This is the final change order on Phase One of our Runway Shift/Extension project. We anticipate this project to have 3 phases and we expect completion of the last phase in 2015. Work is about to begin on Phase 2. The change order is a result of delaying the permanent closure of 800 West and also adjustments to the allocation of quantities of work and materials between phases which were priced on a per unit basis. This was done in order to fully utilize the Grant Funding available from the FAA and the State for Phase One.

The Airport Board has unanimously approved a recommendation to the City Councils that this change order be approved.

Alternatives: Re-evaluate the Phase One Change Order with all parties involved.

Fiscal Impact: This change order provides for a small reduction in the total amount of the contract.

Respectfully submitted by:

Cris Child
Airport Manager



Letter of Recommendation to City Council

Springville City Board Name: Airport Board

| | | |
|------------|--|----------------------------------|
| Applicant: | Request: | Date of Meeting: <u>3/6/2014</u> |
| | Goran Change Order Phase One Runway Shift/Extension | |

| | | | |
|--|---|-------------------------------------|--------|
| Motion by: <u>Brian Park</u> | Second by: <u>DOUG FORD</u> | | |
| RECOMMENDATION | <input checked="" type="checkbox"/> APPROVE | <input type="checkbox"/> DISAPPROVE | OTHER: |
| CONDITIONS OF APPROVAL: <u>None</u> | | | |

Voting Record:

| Member Name | APPROVE | DENY | ABSTAIN |
|-----------------------|---------|------|---------|
| <u>JEAN F. OLSEN</u> | ✓ | | |
| <u>Brian D Park</u> | ✓ | | |
| <u>Matthew Taylor</u> | ✓ | | |
| <u>DOUG FORD</u> | ✓ | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

[Signature]
Chair

03/06/14
Date

CONTRACT CHANGE ORDER FINAL**AIRPORT** Spanish Fork-Springville**DATE** 23 December 2013**LOCATION** Spanish Fork, Utah**AIP PROJECT NO.** 3-49-0034-19/20**CONTRACTOR** Goran, LLC

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer:

| Item No. | Description | Unit | Unit Price | Quantity | Amount |
|---------------------------------------|---|--------|----------------------|----------|---------------|
| | Bituminous Surface Course | ton | \$94.50 | -300 | (\$28,350.00) |
| | Bituminous Material (PG 64 -28) | ton | \$299.25 | -21 | (\$6,284.25) |
| | Bituminous Tack Coat | gallon | \$3.08 | -260 | (\$800.80) |
| | Remove Asphalt Mat | sy | \$1.00 | -5,800 | (\$5,800.00) |
| | Wire Fence | lf | \$6.33 | -3,000 | (\$18,990.00) |
| | Tube Swing Gate | ea | \$830.50 | -2 | (\$1,661.00) |
| | Add/Flagging & Inefficiencies Due to 800W non-closure | ls | \$817.62 | -1 | (\$817.62) |
| | Flagging for 800W Culvert Install | ls | \$2,500.00 | -1 | (\$2,500.00) |
| | Embankment | cy | \$13.89 | -2,250 | (\$31,252.50) |
| This Change Order Total | | | \$(96,456.17) | | |
| Previous Change Order(s) Total | | | \$(41,475.41) | | |
| Revised Contract Total | | | \$828,133.84 | | |

The time provided for completion in the contract is unchanged. This document shall become an amendment to the contract and all provisions of the contract will apply.

Recommended by: *Eric T. Miller* 12/26/13
 Engineer Date

Approved by: _____
 Owner (Mayor, Spanish Fork) Date

Approved by: _____
 Owner (Mayor, Springville) Date

Accepted by: *[Signature]* 12/30/13
 Contractor Date

Approved by: _____
 Federal Aviation Administration Date

AIP PROJECT NO. 3-49-0034-19/20CHANGE ORDER FINALAIRPORT Spanish Fork - SpringvilleLOCATION Spanish Fork, Utah**JUSTIFICATION FOR CHANGE**

1. Brief description of the proposed contract change(s) and location(s).

Cul de sac paving, fence installation, and asphalt removal were deleted. Portion of embankment at north end of Taxiway A was also deleted from Contract.

2. Reason(s) for the change(s)

Items were removed from the contract because 800W was not able to be closed by the Sponsor with this phase of the project. As a result the items/portions of items were not able to be completed.

Additionally, a portion of the embankment was removed at the Contractor's request (see attached letter).

3. Justifications for unit prices or total cost.

Unit Prices were selected from Bid and Change Order pricing.

4. The sponsor's share of this cost is available from:

This Change Order reduces the Contract amount. No additional cost anticipated for the Sponsor.

5. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes No Not Applicable .

6. Has consent of surety been obtained? Yes Not Necessary .

7. Will this change affect the insurance coverage? Yes No .

8. If yes, will the policies be extended? Yes No .

9. Has this Change Order been discussed with FAA officials?

Yes No When 12/11/13 With Whom Kristin Brownson

Comment _____

Submit 4 copies to the FAA



G O R A N

Goran LLC.
505 N 1500 W
Orem, Utah 84057

O:801-765-4800
F:801-226-4075

July 12,2013

Armstrong Consultants, Inc.
861 Rood Ave.
Grand Junction, CO 81501

ATTN: Eric Trinkline

RE: Springville/Spanish Fork Airport
Project Completion

Eric;

This letter is a formal notice to close out the project at Spanish Fork/Springville Airport Phase . Goran LLC. Request removal of P-152 from Station 83+50 to station 89+50 along Taxiway A from the contract. The quantity includes approximately 2,745 cubic yards of P-152. Goran LLC. Request this due to the existing water table being higher than final subgrade elevation. With this portion of the project being removed, AIP Project #3-49-0034-19/20 was substantially complete by Goran LLC. On June 20 2013.

Thank you
Grant Fowkes



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: March 14, 2014
Re: UDOT Local Government Contract for the Reconstruction of the Spanish Fork Center Street US 6 Intersection including Cut Bridge

Staff Report

RECOMMENDATION

Approval of the UDOT Local Government Contract for the Reconstruction of the Spanish Fork Center Street US 6 Intersection to hire Parsons Transportation Group to design the project.

BACKGROUND

The Mountainland Association of Governments has selected Center Street from 1150 East to US 6 and Cut Bridge for \$3,053,000 of funding. The city is required to pay 6.77% of the total project costs. The project is administered through UDOT.

DISCUSSION

This agreement is to select Parsons Transportation Group as the design engineering firm for the project. The city and UDOT went through a UDOT RFP process for selection. We feel like they are well qualified for the work.

Attached: contract



LOCAL GOVERNMENT CONTRACT



STATE OF UTAH
LOCAL GOVERNMENT
ENGINEERING SERVICES
2013-2016 LG POOL (RPLOQ)
COST PLUS FIXED FEE

CONTRACT NO.
EFFECTIVE DATE
TRACKING NO.

Project No.: F-LC49(141)
PIN Description: Spanish Fork Center Street/US-6 Intersection
FINET Prog No.: 5385615D
PIN No.: 10961
Work Discipline: Preconstruction Engineering

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

Parsons Transportation Group
10235 So. South Jordan Gateway #300
South Jordan, UT 84095

Legal Status of Consultant: For Profit Corporation

Fed ID No.: 36-0982270

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

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

3. PROJECT/CONTRACT PERIOD: The project/contract will terminate February 27, 2015, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.

4. CONTRACT COSTS: The CONSULTANT will be paid a maximum of \$414,336.63 for costs authorized by this Contract as further described in Attachment D.

5. ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

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

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

CONSULTANT - Parsons Transportation Group

LOCAL AUTHORITY - Spanish Fork City

By:
Title: Date

By:
Title: Date

UTAH DEPARTMENT OF TRANSPORTATION

DEPARTMENT Comptroller's Office

By: [Signature] 3-12-14
Title: Engineer for Preconstruction Date

By:
Title: Contract Administrator Date

CERTIFICATION OF CONSULTANT

I hereby certify that I, _____, am a duly authorized representative of Parsons Transportation Group and that neither I nor the above CONSULTANT I hereby represent has:

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

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

| | |
|------|----------------------------|
| Date | CONSULTANT Signature/Title |
| | |

CERTIFICATION OF LOCAL AUTHORITY

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

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

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

| | |
|------|-----------------------------|
| Date | Spanish Fork City Signature |
|------|-----------------------------|

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

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Sections 27-12-21, 107 and 108; and 63-56 U.C.A. 1953, as amended, and the Utah State Procurement Regulations, which authorizes the LOCAL AUTHORITY and/or the DEPARTMENT to make purchases in accordance with said laws and regulations.
2. **CONTRACT JURISDICTION AND COMPLIANCE WITH LAWS:** The provisions of this contract shall be governed by the laws of the State of Utah. Also, the CONSULTANT and those engaged by the CONSULTANT shall comply with all Federal, State and local laws, regulations and other legally binding requirements that pertain to the services provided under this contract. Proof of the CONSULTANT'S compliance with licensing requirements shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.
3. **RECORDS ADMINISTRATION:** The CONSULTANT shall maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records shall be retained by the CONSULTANT for a period of at least four (4) years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. These records shall be made available at all reasonable times during the four year period for audit and inspection by the LOCAL AUTHORITY and/or the DEPARTMENT and other authorized State and Federal auditors. The CONSULTANT'S records supporting the cost proposal shall also be retained and made available for review by authorized Federal or State staff. Copies of requested records shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.
4. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Section 67-16-8, U.C.A. 1953, as amended. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than his employment or retention by the LOCAL AUTHORITY and/or the DEPARTMENT, in any contract or subcontract in connection with this project (Reference 23 CFR § 1.33). An example of this situation would be the CONSULTANT subcontracts with the Contractor to perform survey work while contracted by the LOCAL AUTHORITY and/or the DEPARTMENT to perform construction engineering management services for the same project.

The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
5. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way the services on this contract of any present or former Utah Department of Transportation employee who was involved as a decision maker in the selection or approval processes or who negotiated and/or approved billings or contract modification for this contract.
6. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT shall be an independent contractor, and as such, shall have no authority, express or implied to bind the LOCAL AUTHORITY and/or the DEPARTMENT to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the LOCAL AUTHORITY, except as specifically authorized and set forth herein. Persons employed by the LOCAL AUTHORITY and acting under the direction of the LOCAL AUTHORITY shall not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT herein shall be the total compensation payable hereunder by the LOCAL AUTHORITY.
7. **INDEMNITY - LIABILITY:** The CONSULTANT shall hold harmless and indemnify the DEPARTMENT and the LOCAL AUTHORITY, their officers, agents and employees from and against any and all claims, suits and cost, including attorneys fees, for injury or damage of any kind to the extent arising out of the

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

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

8. **SEPARABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and shall not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.
9. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT shall furnish the LOCAL AUTHORITY and the DEPARTMENT a Certificate of Insurance applying to this contract for each type of insurance required, to be approved by the DEPARTMENT and the LOCAL AUTHORITY, before the CONSULTANT begins work under this contract. The CONSULTANT'S insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the LOCAL AUTHORITY and the DEPARTMENT:
- (a) General Liability and Automobile Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. The limit if different for this contract will be as designated in Attachment C to this contract. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate.
- The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.
- (b) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$2,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
- (c) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect the CONSULTANT, its sub-consultants, the LOCAL AUTHORITY, and the DEPARTMENT from the loss of said information.
- (d) Aircraft Liability in the amount of \$1,000,000 per occurrence if aircraft are utilized in connection with this contract.
- (e) The CONSULTANT shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- (f) The CONSULTANT shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide the DEPARTMENT and the LOCAL AUTHORITY with 30 days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. The CONSULTANT further agrees to

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **REVIEW AND INSPECTION OF WORK:** It is expressly understood and agreed that authorized representatives of the LOCAL AUTHORITY, DEPARTMENT and, when Federal Funds are used, the Federal Highway Administration shall have the right to review and inspect the work in process, and the CONSULTANT'S facilities, at any time during normal business hours or by appointment.
13. **NON DISCRIMINATION PROVISIONS:** The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35 U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive order 11375 and as supplemented in Department of Labor Regulations (41CFR Part 60), which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place. Sections 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds. The CONSULTANT further agrees to furnish reports to the LOCAL AUTHORITY and/or the DEPARTMENT upon request for the purpose of determining compliance with these statutes identified in this section. The CONSULTANT shall comply with the Americans With Disabilities Act (ADA).

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federal-aid contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate. During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the 49 CFR Part 21, and the 23 CFR Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (b) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR § 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status.
- (d) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT to be pertinent to ascertain compliance with such Regulations, orders and

instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the DEPARTMENT, and shall set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
- (1) withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States. (*Provision revised July 29, 2013.*)

14. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS: The CONSULTANT agrees to abide by the requirements of 49 CFR Part 29. By signing this contract the CONSULTANT certifies that to the best of their knowledge and belief that it or its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph 14(b) of this certification; and
- (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

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

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

19. **ASSIGNMENT AND SUBCONTRACTING:** The CONSULTANT shall not subcontract any of the work required by this contract, or assign monies to be paid to the CONSULTANT hereunder, without the prior written approval of the LOCAL AUTHORITY and/or the DEPARTMENT. The amount billed to the DEPARTMENT for subcontractor costs shall be the same amount the CONSULTANT actually pays subcontractor for services required by this contract. All payments made by the CONSULTANT to the subcontractor for services required by this contract shall be subject to audit by the LOCAL AUTHORITY and/or the DEPARTMENT. All subcontracts must include all the same terms and conditions and provisions included in this contract. However, the prime CONSULTANT is responsible for ensuring that all work performed by sub-consultants is insured under their insurance policy, or they require that the sub-consultants meet the insurance provisions required under this contract.

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

20. **PERSONNEL/STAFFING PLAN:** Any change in personnel from that specifically identified in Attachment C of this contract, must be approved by the DEPARTMENT through a modification to this contract or a Contract Management System (CMS) Alternative Staff Transaction prior to any work being performed by new personnel. Invoices submitted for payment with unauthorized personnel will not be paid. *(Provision revised July 29, 2013.)*
21. **DISPUTES:** Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the LOCAL AUTHORITY and the DEPARTMENT by prior written authorization, will not be paid. The CONSULTANT shall notify the LOCAL AUTHORITY and the DEPARTMENT in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT shall not be paid the extra compensation. Proper documentation alone shall not prove the validity of the claim. The parties agree to use arbitration or mediation after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages \$100,000 or less, exclusive of interest and costs.
22. **CLAIMS - DELAYS AND EXTENSIONS:** The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances within its control during the progress of this contract. The LOCAL AUTHORITY and the DEPARTMENT may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The LOCAL AUTHORITY and/or the DEPARTMENT shall not waive any of its rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date.
23. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** The CONSULTANT (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to the LOCAL AUTHORITY and/or the DEPARTMENT under this contract.
24. **CONTRACT MODIFICATIONS:** This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract. If there is Federal funding as part of the revenue for this contract, the Federal Highway Administration must approve all changes.

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

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

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

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

Computer Aided Drafting and Design acceptable formats are as follows:

- (a) Drafting: MicroStation Design format (.dgn) by Bentley Systems Inc., version 8.5 or higher.
- (b) Civil Design: InRoads by Bentley Systems Inc. version 8.8 or higher acceptable formats are as follows: Geometry files (.alg), Surface or digital terrain models (.dtm), Template libraries (.itl), and Roadway Designer files (.ird).
- (c) Survey and Photogrammetry: InRoads Survey format (.fwd) by Bentley Systems Inc. version 8.8 or higher. Raw survey files will be in ASCII format, (point number, Northing, Easting, Elevation and code). Survey points will be coded using the DEPARTMENT feature codes located in the DEPARTMENT preference file (.xin) and Raster Images (aerial photos) will be in MicroStation compatible formats. Design and Survey work will adhere to the DEPARTMENT CADD Standards and "Mapping & Aerial Photogrammetry" Guide.
- (d) Plotting: In order for the project to be published into the DEPARTMENT Electronic Plan Room (EPR) system, the CONSULTANT will prepare a file to direct the DEPARTMENT's plotting software, InterPlot, by Bentley Systems Inc. to produce the correct output. This is the InterPlot Organizer's plot-set file (filename.ips). This file contains specifications for each sheet in the plan set and controls the order and name of each sheet as they will appear in the EPR system. Instructions for preparing this file can be found at the DEPARTMENT Engineering Technology Services (ETS) website as stated above.
- (e) Responsibility: Region Designers/Consultants, Action - When submitting electronic files for advertising, Region or consultant designers must deliver to the DEPARTMENT the design files on CD's in the established project directory structure. The following files must be included in the submittal: 1) Major design files, including roadway design, structure, striping, signing, signals, and profiles (Microstation format), 2) Existing topography and existing utilities (Microstation format), 3) Existing and proposed surfaces (dtm format), 4) InRoads alignments (alg), templates (itl), roadway designer files (ird) and preference files (xin), 5) Configuration and resource files including font and linestyle resource files.

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

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

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

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

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

29. **COST PRINCIPLES:** Regardless of the funding source, the costs allowable for reimbursement will be governed by the Federal Acquisition Regulations, Title 48, Part 31, as modified by Utah State law, administrative rules, and regulations on contract provisions.
30. **RIGHT OF WAY SUBMITTAL REQUIREMENTS:** Submission of right of way acquisition packages are required to follow the *UDOT Right of Way ProjectWise Naming Convention and Attributing Guide*, as amended, which is incorporated herein by this reference. The Guide may be found on the UDOT website www.udot.utah.gov/go/rowprojectwiseguide. (*Provision revised September 30, 2013.*)
31. **GOVERNMENT RECORDS AND ACCESS MANAGEMENT ACT:** Pursuant to the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated, the CONSULTANT understands that if it believes that any records it submits to the DEPARTMENT and/or LOCAL AUTHORITY should be considered confidential for business purposes under Utah Code Ann. §63G-2-309, it must attach written notice of that opinion to the record when it first submits it. The CONSULTANT understands that the DEPARTMENT and/or LOCAL AUTHORITY will not treat any such record as confidential under Section 63G-2-309 absent such written notification. Additionally, the CONSULTANT agrees that neither the State of Utah, the DEPARTMENT and/or LOCAL AUTHORITY, nor any of their agents or employees are responsible for disclosure of any record that the CONSULTANT considers confidential if either the State Records Committee or a court orders it released.
32. **WORK ACCEPTANCE:**
- (a) All work performed under this contract shall be performed in accordance with Standards, Specifications, Manuals of Instruction, Policies and Procedures established by the DEPARTMENT. All work shall be subject to the approval of the LOCAL AUTHORITY and the DEPARTMENT through its designated representatives. When the work is Federally funded, the LOCAL AUTHORITY and the DEPARTMENT will coordinate with the Federal Highway Administration (FHWA) to obtain concurrence in the work.
- (b) **Reviews and Quality Assurance:** All contracts require a quality control / quality assurance plan and checklist. For design projects specifically, the CONSULTANT shall provide a project specific QC/QA plan that meets or exceeds the DEPARTMENT'S standard QC/QA plan located on the DEPARTMENT web page at www.udot.utah.gov/go/qcqa which is hereby incorporated by reference into this contract. If the CONSULTANT elects to use its own QC/QA plan, that plan shall, as a minimum, contain the requirements of the DEPARTMENT'S plan and be approved by

the DEPARTMENT'S Project Manager. The CONSULTANT will meet all document retention requirements and schedules. (*Provision revised February 12, 2014.*)

33. **GENERAL CONTROL AND INSPECTIONS:** The CONSULTANT shall be represented at progress review meetings as may be scheduled by the LOCAL AUTHORITY and the DEPARTMENT. The CONSULTANT shall accompany LOCAL AUTHORITY and the DEPARTMENT personnel and other representatives on field inspections and at conferences as may be required.
34. **IF THIS CONTRACT IS FOR DESIGN:**
- (a) The design consultant will be retained to answer and clarify any questions on the design during construction. The consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on the CONSULTANT as he needs him. If the work required from the CONSULTANT is due to errors in the design, the CONSULTANT will not be reimbursed. To enhance the communication between the LOCAL AUTHORITY, the DEPARTMENT and Consultants, the LOCAL AUTHORITY and the DEPARTMENT are requiring that the CONSULTANT attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting. These meetings should be included in the detail work plan.
 - (b) If the project requires horizontal and vertical control to be established and/or identifying existing surface features to develop a Digital Terrain Model (DTM) for the design of the project, the CONSULTANT will follow the narrative in the *Project Delivery Network* for Task 1B1 Develop Base Mapping/Existing Surface on the UDOT website www.udot.utah.gov/go/pdnpdn, which is incorporated herein by this reference. (*Provision revised September 30, 2013.*)
35. **IF THIS CONTRACT IS FOR CONSTRUCTION ENGINEERING MANAGEMENT:**
- (a) **Construction Administration**
Administration of any construction project delegated to the CONSULTANT. The CONSULTANT will perform activities for Construction Administration as identified and defined in the *UDOT Construction Manual of Instruction*. Deliverables and checklists for the project are based on project specifications. The CONSULTANT is required to comply with DEPARTMENT partnering requirements and oversee contractor participation. This includes but is not limited to attending DEPARTMENT training, leading the partnering effort on the project along with the contractor, participating in weekly updates on the partnering website, and monitoring and measuring partnering on the project. The CONSULTANT is responsible for required documentation for any item addressed in the project specifications and Construction contract. Items will include, but not be limited to, Materials Testing, Materials Certifications, Change Orders, Project and Materials Inspection, Civil Rights requirements, Engineer's Diary, Subcontracts, Payrolls, Meeting Minutes, Project Scheduling and Process Review summaries.
 - (b) **Materials Testing and Inspection**
The CONSULTANT will perform materials testing and inspection in accordance with the requirements of the project Construction contract. These requirements include the Materials Acceptance and Independent Assurance Programs, as outlined in the *UDOT Materials Manual of Instruction (MOI)*. The Materials Acceptance Program defines requirements for acceptance testing and verification testing. The Independent Assurance Program defines requirements for independent assurance testing, personnel qualifications and laboratory qualifications.
 - (c) **Acceptance Testing/Inspection**
Acceptance testing/inspection will be performed in accordance with the project specifications and *UDOT Minimum Sampling and Testing Requirements (MS&T)*. Minimum frequencies for materials acceptance testing and inspection are defined in the UDOT MS&T and are the absolute minimum for the identified materials, regardless of special provision requirements.
 - (d) **Independent Assurance Testing**
Requirements for Independent Assurance testing are outlined in the UDOT Materials MOI and project level requirements will be performed and documented by the CONSULTANT at the project level. Documentation will be provided for IA test results, personnel qualifications and laboratory

qualifications. Documentation for personnel and laboratory qualification will be performed prior to any sampling or testing being performed on the project.

- (e) **Project Inspection**
Project Inspection is a combination of the presence of the CONSULTANT, and the documentation of the project's daily activities. The CONSULTANT will perform inspection in accordance with project specifications and documentation will include, at a minimum, Inspector's Daily Reports, materials placement inspection reports, project diaries, measurement and payment information, and project visual reviews for items such as traffic control placement and conformance, etc.
- (f) **Project Closeout**
Project information obtained through contract administration; materials testing and project inspection will be collated and reviewed by the CONSULTANT to assure that all of the necessary documents are present to demonstrate compliance with the plans, specifications and Construction contract. Closeout will be performed in accordance with the comprehensive checklist in the UDOT Construction MOI and will include at a minimum, all C-106 forms, the project C-196 form, all change orders and all administrative requirements, such as payrolls and Civil Rights requirements.
- (g) The DEPARTMENT's Construction Manual of Instruction and Materials Manual of Instruction can be obtained from Central Construction and Materials Division 801-965-4346 or available at the sub-page of the DEPARTMENT website www.udot.utah.gov/ets.

36. INSPECTION OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS) AND ELECTRICAL

CONSTRUCTION: In order to ensure complete impartiality in the performance of construction inspection, any consultant engineering companies who are concurrently performing or bidding on ITS or electrical construction work for the LOCAL AUTHORITY and/or DEPARTMENT will not be considered eligible to perform construction inspection of ITS or electrical work on any projects as part of a consultant contract.

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

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

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

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

- 37. NO THIRD PARTY BENEFICIARIES:** The parties enter in to this contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this contract.
- 38. COORDINATION WITH DEPARTMENT FUNCTIONAL MANAGERS:** In order to ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the Region and/or Central Functional Managers in addition to the DEPARTMENT Project Manager. It is important for consultants to seek input into decisions from the technical experts within the DEPARTMENT.
- 39. USE OF STATE SEAL AND UDOT LOGO:** The CONSULTANT will not misrepresent their employees as State of Utah employees. The CONSULTANT will not use the Utah State Seal or UDOT logo on business cards for their employees nor use Utah or UDOT letterhead on correspondence signed by their

employees with the following exception: the CONSULTANT may incorporate the UDOT logo on their business cards stating, "In partnership with UDOT" in addition to the CONSULTANT'S own logo. The CONSULTANT may prepare correspondence for the approval and signature of appropriate State of Utah employees.

40. DUTIES OF THE LOCAL AUTHORITY AND THE DEPARTMENT:

- (a) **Guarantee Access:** The LOCAL AUTHORITY and/or the DEPARTMENT shall guarantee access to and make all provisions for the CONSULTANT to enter upon all lands, both public and private which in the judgment of the parties hereto are necessary to carry out such work as may be required.
- (b) **Prompt Consideration:** The LOCAL AUTHORITY and the DEPARTMENT shall give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.
- (c) **Documents:** The DEPARTMENT shall furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. Specific materials related to this contract that will be furnished by the LOCAL AUTHORITY and the DEPARTMENT.
- (d) **Services:** The LOCAL AUTHORITY and the DEPARTMENT will perform standard services relating to this contract.

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

This project will include the design needed to widen Cut Bridge from 2 lanes to 5 lanes. This will also reconstruct the intersection immediately east of Cut Bridge, reconstruct the US-6 & SF Main street intersection, and put in a new signal at 1100 East and Main. Main Street between US-6 and 1100 East will be widened to 5 lanes.

This contract will provide a bid package to UDOT standards by the end of 2014. This will include obtaining an environmental document approval for the work; prepare all ROW documents for all ROW procurement. Major design elements include but are not limited to: geotechnical, traffic signal, roadway design, structure design, ROW design, and Utility design.

2. SCOPE DOCUMENTS:

Following are the scope items contained in this attachment pages 2 through 19:

- (a) Approval Memo
- (b) Detailed Work Plan
- (c) Personnel/Staffing Plan
- (d) Schedule
 - (1) Completion: All work shall begin within seven (7) days of notice to proceed and shall be completed by February 27, 2015.
 - (2) Project/Contract Period: The project/contract will terminate February 27, 2015, unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the CONSULTANT shall submit a "Contract Time Extension Modification" to the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager for approval and processing.
- (e) Certificate of Insurance



UDOT Consultant Services

Contract Approval Memo

Memo Printed on: March 4, 2014 5:02 PM



PM Approval Date: March 3, 2014

UDOT PM: Justin Schellenberg

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

PROJECT INFORMATION

PIN: 10961

Project No.: F-LC49(141)

Job/Proj:

PIN Description: Spanish Fork Center Street/US-6 Intersection

CONTRACT INFORMATION

CS Admin: Michael R. Udot Butler

Contract No.: New PE Design for Structure and Intersection at US-6 and Main

Mod No.:

Expiration Date: February 27, 2015

Contract/Mod Amount: \$414,336.63

Fee Type: COST PLUS FIXED FEE

Selection Method: POOL - GE / LG (RPLOQ)

Period: 2013-2016 GE / LG

Phase: PRELIMINARY ENGINEERING

Discipline: PRECONSTRUCTION ENGINEERING

CONTACTS

| <u>Consultant</u> | <u>Local Government</u> |
|-------------------------------------|-------------------------|
| PARSONS TRANSPORTATION GROUP | Spanish Fork City |
| 10235 SO. SOUTH JORDAN GATEWAY #300 | Cory Pierce |
| SOUTH JORDAN, UT 84095 | 40 S MAIN |
| | PO BOX 358 |
| | SPANISH FORK, UT 84660 |
| | (801) 801-4552 |
| | CPIERCE@SPANISHFORK.UT |



Michael Butler <michaelbutler@utah.gov>

Local Government Approval(Parsons) ~ Project No. F-LC49(141) / PIN 10961

Cory Pierce <cpierce@spanishfork.org>

Wed, Mar 5, 2014 at 2:40 PM

To: Michael Butler <michaelbutler@utah.gov>

Cc: Justin Schellenberg <jschellenberg@utah.gov>, "Ray, Jeff" <Jeff.Ray@parsons.com>

Mike,

Spanish Fork City is okay with the contract and we understand the limits. Let me know if you need anything else.

Thanks,



www.spanishfork.org

Cory Pierce

Staff Engineer

Office: 801-804-4552

Cell: 385-225-6295

40 South Main Street

Spanish Fork, UT 84660

cpierce@spanishfork.org

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

Sent: Tuesday, March 4, 2014 5:22 PM

To: Cory Pierce

Cc: Justin Schellenberg; Ray, Jeff

Subject: Local Government Approval(Parsons) ~ Project No. F-LC49(141) / PIN 10961

[Quoted text hidden]

PARSONS TRANSPORTATION GROUP

Prime

UDOT Executive Summary

| | | | | | |
|------------------|--|------|--------|-----------------------|---------------------|
| Contract Number: | NEW | Mod: | | | |
| Project Number: | F-LC49(141) | PIN: | -10961 | UDOT Project Manager: | Justin Schellenberg |
| PIN Description: | Spanish Fork Center Street/US-6 Intersection | | | | |

Brief Description

Parsons is pleased to provide Preconstruction Services for the Spanish Fork Center Street project. The project proposes bridge expansion, addition of travel lanes, and intersection improvements. The project will widen the existing bridge known as "Cut Bridge" from two lanes to five lanes with a separate pedestrian walkway. Three intersection improvements will be made on Center Street: 1150 East, US-6, and Cutbridge Slant Road. Design work will include survey, right-of-way, geotechnical, traffic modeling, signal warrant studies, environmental work, roadway drainage, roadway design, traffic signal design and structures design. We will evaluate the need for traffic signals at 1150 East/Center Street and Cutbridge Slant Road/Center street, as well as re-design the US-6/Center Street signalized intersection to accommodate the roadway widening. Center Street, a major arterial road, will be widened from three lanes to five lanes from 1150 East to 1430 East. We will provide recommendations on how to phase advertising packages to fit within the available project budget.

The planned construction will support the implementation of Spanish Fork's Transportation Plan and the UDOT mission and objectives of preserving the infrastructure, optimizing mobility, and reaching the "zero fatalities" goal. The existing bridge does not have a walkway and is used by school children. The project will improve safety by including a walkway with a parapet to separate vehicles from pedestrians. Recent growth in the area has resulted in intersection and roadway congestion and the proposed improvements will increase intersection capacity along with provide a safe passage for pedestrians.

Project Team

Parsons is the Prime. Subconsultants include Meridian, Terracon, Kleinfelder, Utility Mapping Services and L2Data Collection.

Assumptions

Assumptions:

1. Scope does not include Aesthetics and Landscaping. Impacts to adjacent properties will be handled under cost-to-cure.
2. The only ITS work associated with this project is interconnect between existing traffic signal at US-6/Center Street and the two new traffic signals on Center Street.
3. Environmental Scope is for Categorical Exclusion only.
4. All pavement sections will be provided by UDOT or Spanish Fork City. Pavement design is not included in scope of work.
5. No significant design or accommodations for existing trail; tie-in work only.
6. No overhead sign structures are anticipated as part of this project.
7. Asbuilt drawings for the existing structure (C-654) will be provided by UDOT.
8. All utility agreement work (including railroad) will be done by UDOT. Parsons will provide exhibits as needed.
9. Scope does not include detention/retention basin design.
10. Scope does not include additional work resulting from Environmental Study (ie Noise Walls).

Phasing

No anticipated phasing

Fee Type

Cost plus fixed fee.

PARSONS TRANSPORTATION GROUP

Prime

UDOT Work Plan

| | | | | | |
|------------------|--|------|-------|-----------------------|---------------------|
| Contract Number: | NEW | Mod. | | | |
| Project Number: | F-LC49(141) | PIN: | 10961 | UDOT Project Manager: | Justin Schellenberg |
| PIN Description: | Spanish Fork Center Street/US-6 Intersection | | | | |

Activity: 1V1

1V1 Kickoff Meeting

Prepare for and hold the initial project team meeting. The purpose of the meeting is to introduce team members, to familiarize the team with the project, to review the proposed project scope, proposed schedule and proposed budget, and to commit to the project's success. For this and all other activities, Parsons will follow the UDOT Project Delivery Network.

Activity: 1B1

Parsons will oversee and coordinate the work of Subconsultant, Meridian Engineering.

Activity: 1G1

Parsons will oversee and coordinate the work of Subconsultant, Terracon

Activity: 1J1

Parsons will oversee and coordinate the work of Subconsultant, Meridian Engineering.

Activity: 1P1

Parsons will create a PI plan for the design phase based on the UDOT template. The PI plan will include key messages, project stakeholders, commitments made to stakeholders in previous project phases, a project team communication plan, media outreach for the project, and a schedule. Scope includes Public Involvement leader attendance at 2 bi-weekly meetings.

Activity: 1Q1

Review existing conditions via field visit and develop recommendations for improvements, resulting in a Preliminary Drainage Summary, including QC. Includes a site visit and attendance at 4 bi-weekly meetings

Activity: 1R1

Determine the preliminary project footprint and preliminary Roadway Cost Estimate.

Assess Existing Conditions through a field review and any available as-built information.

Request and obtain an Operational Safety Report (OSR) from UDOT and identify safety needs. Meet with maintenance (Spanish Fork City and UDOT) onsite and identify existing deficiencies. Design preliminary geometries, signing, striping, safety and develop strategy to address deficiencies.

Includes Site Visit

Concept drawings will be developed for three intersection options at 1430 E/Center Street: three-legged with traffic signal, roundabout, and High-T. We will also develop two options for the structure widening, one on the north of the existing and one on the south. Includes development of three options at 1150 E/Center Street: High-T, three-legged with signal, and NB free-right.

Develop typical sections: Existing, Proposed 1 (5' sidewalk, 2.5' C&G, 2-12' outside lanes, 2-11' inside lanes, 1-12' Two-way left turn lane), Proposed 2 (5 lanes over bridge, pedestrian trail location), Proposed 3 (typical section at 1430 East).

We will also provide the above alternatives for risk analysis and develop cost estimates.

Activity: 1S1

Review the existing conditions through a field inspection and determine the physical requirements for any new structures. Due to the clearance requirements over the railroad and the need to connect to the existing structure, the range of alternative structure types will likely be limited to matching that of the existing structure. We will evaluate the possibility of constructing the bridge on the south side and north side of the existing structure. No significant rehabilitation of the existing structure is anticipated for this project.

Activity: 1T1

Parsons will gather all necessary traffic volumes (in coordination with L2Data) for the traffic model of the Center Street corridor from 1150 East to Cutbridge Slant Road. We will also gather traffic volumes for a Traffic Signal Warrant Study for the Center Street/1150 East intersection and the Center Street/Cutbridge Slant Road intersection.

Activity: 1Y1

Prepare and compile all discipline review materials to produce the Scoping Review Package. We will develop an agenda and exhibits. A concept estimate will be developed for each of the options. Parsons will fill out the Risk Analysis Register to help team members identify additional risks.

Activity: 1Y2

Develop the PDC

Activity: 1Z4

Parsons will oversee and coordinate the work of Subconsultant, Meridian Engineering, and attend the strategy meeting.

Activity: 1V2

This meeting is to develop a clear project scope, schedule, and budget to which all team members agree. The Parsons Project Manager, Roadway Design Lead, Environmental Lead, and Structures Lead will attend.

Activity: 2E1

Conduct field review. Provide environmental resource locations to the roadway designers for consideration during design.

Prepare technical documentation for each environmental resource potentially impacted. Results may include the identification of potential impacts, potential mitigation, and necessary permits. For the technical analysis, we will oversee the work of Subconsultant, Kleinfelder.

Activity: 2Q1

Develop preliminary roadway drainage including a full hydraulic model. Anticipated scope of drainage design includes two additional catch basins on Center Street and a connection to the mainline. Detention/retention design is not included in the scope

Activity: 2Q2

Develop preliminary design for pressurized irrigation and culinary water. Scope includes minor adjustments to existing systems (due to roadway widening) only.

Activity: 2R1

Determine the recommended horizontal and vertical alignments based on discussions with reviewers, input from other disciplines, and the initial roadway model. Analyze safe routes to school and coordinate with school on placement of walkway on structure. Develop Inroads templates. Determine property impacts; refine model to reduce impacts. Prepare sheets. Develop preliminary design exceptions, waivers and deviations. Refine cost estimate.

Activity: 2T1

Scope includes VISSIM model development for existing and future design year (2040) of no-build, scenario one (two new traffic signals) and scenario two (one new traffic signal and one new roundabout). It also included QC of model, calibration of micro simulation models and analysis. Includes Traffic Signal Warrant Study for 1150 East/Center Street and Cutbridge Slant Road/Center Street.

Activity: 2U1

Identify all utility and railroad companies and complete an accurate depiction of existing utility facilities within the project limits in coordination with Subconsultant, UMS. Spanish Fork City will locate city utilities (storm drain, sewer, power, culinary water and pressurized irrigation). UDOT will handle utility agreements; Parsons will provide assistance through preparation of exhibits.

A utility scoping meeting is not anticipated for this project.

Activity: 2Y1

Compile comment resolutions, project cost estimate, and all discipline review materials to produce the Geometry Review Package. Includes QA review and organizing UDOT QC documentation.

Activity: 2V1

This meeting is to review the recommended roadway alignments for consistency, accuracy, and constructability within the project scope and discuss available funding. The Parsons Project Manager, Roadway Design Lead, Drainage Design Lead, Environmental Lead, and Structures Design Lead will attend.

Activity: 3E1

Complete and obtain approval of the categorical exclusion for the project.

Prepare technical documentation for each environmental resource potentially impacted; the information will be necessary to complete the environmental document.

Complete Categorical Exclusion Form in ePM.

Activity: 3E2

Conduct the public hearing to provide the public with an opportunity to comment on the categorical exclusion document. Public hearing is anticipated to be a public open house

Activity: 3G1

Parsons will oversee and coordinate the work of Subconsultant, Terracon.

Activity: 3G2

Parsons will oversee and coordinate the work of Subconsultant, Terracon

Activity: 3G3

Parsons will oversee and coordinate the work of Subconsultant, Terracon.

Activity: 3Q1

Develop the roadway drainage and update cost estimate.

Activity: 3R1

Finalize the roadway model and design. Modify the design based on reviewer comments and continued coordination with project team members. Modify the design as necessary to include other discipline needs like drainage facilities, utilities, signal and signs. Develop design waivers, exceptions and deviations. Use UDOT & Spanish Fork standards. Recommend what will be advertised based on available project budget. Includes creation of ROW exhibits and property impacts. Update Engineer's Estimate in PDBS.

Activity: 3R2

Using the roadway model as a guide, develop the signing and striping design for the project. Develop maintenance-of-traffic (MOT) design. Develop preliminary signing, striping, and MOT plan sheets. Update the cost estimate.

Activity: 3R3

Complete the signal layout design according to the *UDOT Design of Signalized Intersections Manual*. Develop the lighting design based on specific direction from Spanish Fork City. Create preliminary plan sheets.

Scope includes traffic signal design (radar detection) for up to two new traffic signals and one traffic signal modification (at US-6). Update cost estimate.

Activity: 3S1

Determine bridge layout and geometry for design. Finalize the Type Selection Report and develop the Preliminary Seismic Strategy Report. Includes development of bridge layout for railroad review including crash walls, fencing and phasing. Assumes as-built information will be provided by UDOT.

Activity: 3Q2

Develop the pressurized irrigation and culinary water designs and update cost estimate. Design the water line and irrigation across UPRR; also irrigation and culinary services, meters, and fire hydrants.

Activity: 3S4

Develop the draft S&L sheets for up to two minor retaining walls along Center Street, just west of US-6.

Activity: 3S5

Develop the draft S&L sheets to ensure the compatibility between the structures and roadway design. Includes minor rehabilitation of the existing structure.

Activity: 3S6

Obtain acceptance from the Structures Division for S&L sheets and the Type Selection Report.

Activity: 3T1

Provide the final results of the traffic signal warrant studies and traffic analysis in a memo format. Outline specific recommendations for improving existing capacity.

Activity: 3U1

Identify potential utility conflicts through coordination with utility owners and designers.

Using the current design files, determine all potential utility conflicts and organize in a matrix/summary. Meet with project team designers to discuss potential conflict locations and determine reasonable design modifications to avoid or minimize utility impacts. Conflicts identified thus far include gas line on the north side of existing structure and buried power line on the south side.

Activity: 3U2

Conduct a utility design meeting to facilitate relocation solutions. Facilitate the development of utility owner relocation plans. UDOT will handle the utility agreements

Activity: 3U3

Use the Utility Conflict Matrix/Summary to determine specific locations where vertical information could be used to avoid existing utility facility conflicts or assist utility companies design relocation plans. Provide SUE Consultant (UMS) with locations identified in 3U1 (Utility Conflict Matrix/Summary) to conduct SUE Level A Exploration

Activity: 3U4

Minimal work to create railroad and other utility exhibits

Activity: 3Y1

Compile comment resolutions, project cost estimate, and all discipline review materials to produce the Plan-in-Hand Review Package. Includes QA review and organizing UDOT QC documentation.

Activity: 3V1

The plan-in-hand review is for the final review of all major roadway, hydraulic, drainage, utility, geotechnical and ROW designs. The meeting will include reviews to determine available funding and consistency, accuracy, and constructability within the project scope. The Parsons Project Manager, Roadway Design Lead, Drainage Design Lead, Environmental Lead, and Structures Design Lead will attend.

Activity: 4A1

Develop the project erosion and sediment control design. Complete the erosion and sediment control plans and create summaries. Prepare and assemble erosion and sediment control project documents, including plans, special provisions, and Engineer's Estimate in PDBS.

Activity: 4B1

Coordinate with the project team to identify additional survey requirements.

Activity: 4E1

Based on the impacts identified in the categorical exclusion, prepare and obtain permits necessary for the project. We don't anticipate any permits to be obtained by Parsons; contractor commitments will be included in the Cat Ex.

Activity: 4G1

Parsons will oversee and coordinate the work of Subconsultant, Terracon.

Activity: 4G2

Parsons will oversee and coordinate the work of Subconsultant, Terracon.

Activity: 4G3

Parsons will oversee and coordinate the work of Subconsultant, Terracon.

Activity: J1A

Parsons will oversee and coordinate the work of Subconsultant, Meridian Engineering.

Activity: J2A

Parsons will oversee and coordinate the work of Subconsultant, Meridian Engineering.

Activity: 4P1

Based on the project needs, enhance or implement the project's PI plan to prepare for design. Activities during this phase set the stage for efficient and effective public outreach.

Activity: 4Q1

Revise the drainage and irrigation designs (including pressurized irrigation and culinary water) based on the plan-in-hand review. Complete drainage and irrigation plan set and documents including summary sheets, special provisions, design deviations, design exceptions and cost estimate.

Activity: 4R1

Complete the roadway plan and profile sheets and create roadway plan summaries, details, and additional plan sheets. Prepare and assemble roadway project documents including M&P, special provisions and deviations. Create right-of-way exhibits for property impacts as needed.

Activity: 4R2

Finalize the signing and striping plan set and create summary sheets.

Finalize the maintenance-of-traffic (MOT) design and plans. Prepare and assemble the signing, striping, and MOT project documents, including measurement and payment, special provisions, acceptance and documentation, and final cost estimate.

Activity: 4R3

Complete the signal and lighting plan sheets. Finalize the signal layout design based on review comments and coordination with team members. Complete Signal Circuit Design and Plan Sheets. Complete Signal Schedule Sheets. Finalize the lighting layout design based on review comments and coordination with team members. Coordinate with the signal design. Complete Lighting Detail Plan Sheets. Complete Lighting Schedule Sheets. Finalize Signal and/or Lighting Cost Estimate. Complete Signal and/or Lighting Project Documents

Activity: 4S3

Based on the roadway requirements, design and detail the wall layout and plans.

Activity: 4S4

Finalize the structure plans, calculations, special provisions, measure and payment, and estimate.

Activity: 4SA

Based on the approved S&Ls and the structural design criteria, design, detail, and check the bridge. Incorporate design requirements and the preliminary information from the draft geotechnical report and/or the hydraulic report

Activity: 4U1

Utility Agreements will be prepared by UDOT. Parsons will assist UDOT Region Utility Engineer with coordination and exhibits.

Activity: 4U2

Final coordination with utility owners and provide guidance and information to complete utility relocation plans. Utility meeting is not anticipated as part of this project.

Activity: 4U3

Parsons will assist UDOT Region Utility Engineer with coordination and exhibits.

Activity: 4Y1

Compile comment resolutions, project cost estimate, and all discipline review materials to produce the PS&E Review Package. Includes QA review and organizing UDOT QC documentation.

Activity: 4V1

The purpose of this activity is to ensure that the elements provided in the plan sheets and advertising documents are consistent with the project scope and available funding requirements. The Parsons Project Manager, Roadway Design Lead, Drainage Design Lead, Environmental Lead, and Structures Design Lead will attend.

Activity: 5A1

Prepare the SWPPP package and submit to the Resident Engineer.

Activity: 5E1

Obtain all environmental permits necessary for construction to begin

Activity: 5V1

This meeting is to review the final comment resolution form. At the completion of this activity, all comment resolutions are to be accepted by the respective reviewer. There is to be no review of the plans other than spot checks of proper comment incorporation. The Parsons Project Manager, Roadway Design Lead, Drainage Design Lead, Environmental Lead, and Structures Design Lead will attend.

Activity: 5Y1

Make revisions based on comments made during PS&E Review. Gather comments from reviewers.

Activity: 5Z1

This activity is for the Project Manager oversight of the project through the entire design phase. Facilitate coordination between disciplines, schedule and attend team meetings and facilitate meeting notes, Update/Review ePM and SharePoint, review/process invoices and contracts.

Activity: 5Z2

Advertise the project for bid. Complete Advertising Checklist. Assemble Advertising Package. Includes QA review and organizing UDOT QC documentation

Activity: 6R1

Provide minimal design support during construction including RFI's and minor contractor/client questions.

Activity: 6S1

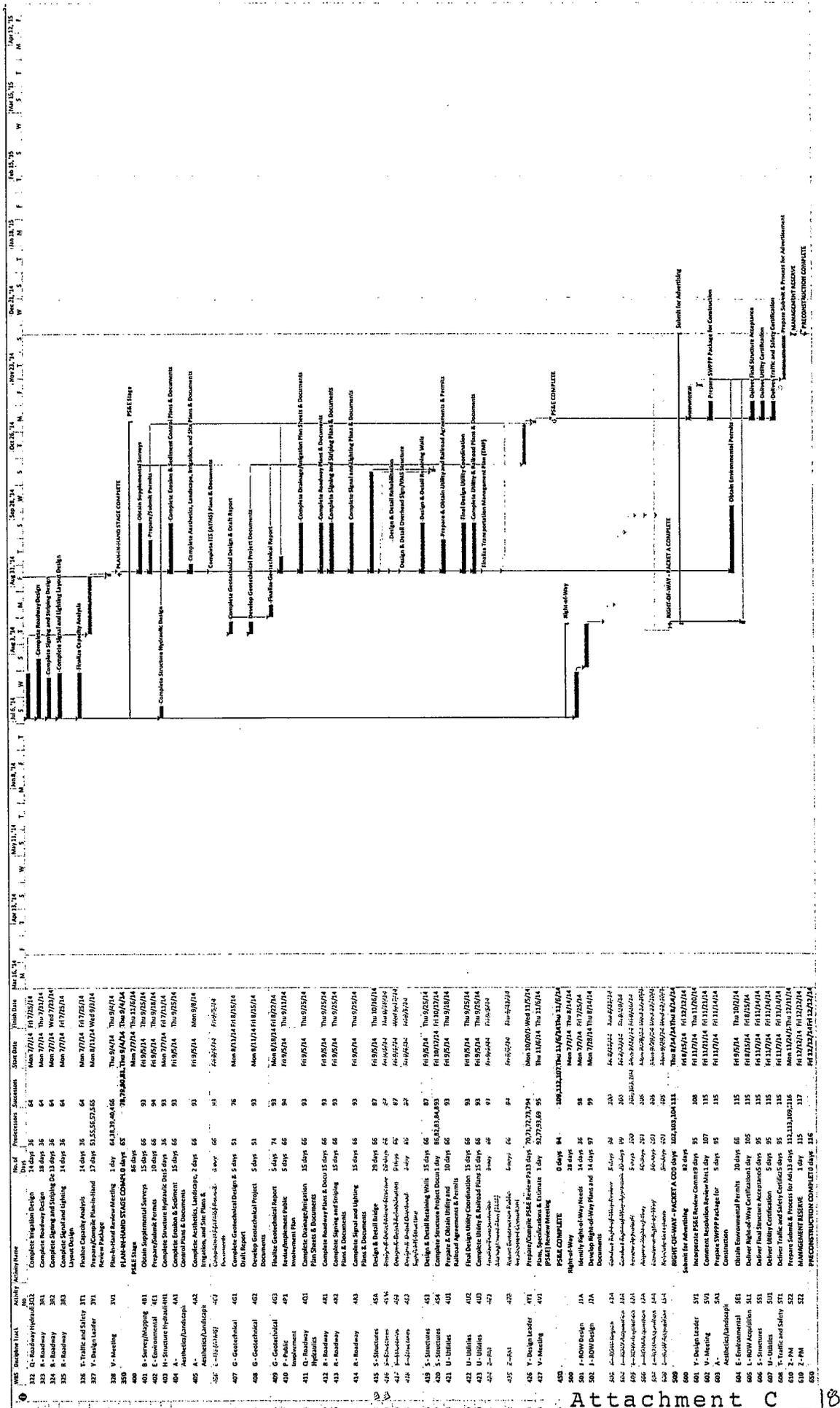
Perform construction services during construction. This scope includes review of Shop Drawings, RFIs and answering basic contractor questions. It does not include site visits or modification of drawings.

UDOT Staffing Plan

| | | | |
|-----------------------|---|------|-------|
| Contract Number: | NEW | Mod: | |
| Project Number: | F-LC49(141) | PIN: | 10961 |
| Project Location: | Spanish Fork Center Street/ US-6 Intersection | | |
| UDOT Project Manager: | Justin Schellenberg | | |

| Employee Name | Contract Job Title | Education/Certification | License Number | Hours | Current Rate | Proposal Rate | Approval Date |
|---|--------------------------|-------------------------|-----------------|-------|--------------|---------------|---------------|
| DEDEITCH, BORO | PROJECT MANAGER | MASTERS OF SCIENCE | TX-88712 | 8 | \$69.01 | \$69.01 | NTP |
| WILDAUER, MATT | SENIOR ENGINEER | BACHELOR OF SCIENCE | UT-4950798 | 29 | \$61.89 | \$61.89 | NTP |
| MA, KEVIN | QA ENGINEER | BACHELOR OF SCIENCE | CA-35044 | 14 | \$60.18 | \$60.18 | NTP |
| STANKIEWICZ, KEVIN | PRINCIPAL ENGINEER | BACHELOR OF SCIENCE | CA-69878 | 32 | \$54.62 | \$54.62 | NTP |
| RAY, JEFF | SR ENGINEER | BACHELOR OF SCIENCE | UT-4777055 | 403 | \$52.76 | \$52.76 | NTP |
| CLOWARD, BRANDON | SENIOR ENGINEER | BACHELOR OF SCIENCE | UT-5338029-2202 | 316 | \$47.96 | \$47.96 | NTP |
| FARES, DAN | STRUCTURAL ENGINEER | BACHELOR OF SCIENCE | UT-374977 | 312 | \$44.25 | \$44.25 | NTP |
| MOTHE, RAM | ENGINEER | BACHELOR OF SCIENCE | UT-8053389 | 72 | \$44.11 | \$44.11 | NTP |
| HALL, JENNIFER | DESIGN ENGINEER | BS | UT-8385071 | 28 | \$42.40 | \$42.40 | NTP |
| KIDWELL, JERRY | CADD DESIGNER | ASSOCIATE OF SCIENCE | | 211 | \$38.77 | \$38.77 | NTP |
| HEATH, BRANDON | ENGINEER | BACHELOR OF SCIENCE | UT-8624235 | 233 | \$38.73 | \$38.73 | NTP |
| ANDERSON, JOE | CIVIL ENGINEER | BACHELOR OF SCIENCE | UT-5251534 | 168 | \$38.42 | \$38.42 | NTP |
| ODDAPATI, PAVANI | ROAD & HWY ENGINEER | MASTERS OF SCIENCE | TX-111163 | 175 | \$37.37 | \$37.37 | NTP |
| HINALL, KRISTI | CIVIL ENGINEER | BS | UT-N/A | 160 | \$35.34 | \$35.34 | NTP |
| TOMAS, LINDSEY | PROJ CONTROLS SPECIALIST | BACHELOR OF SCIENCE | | 50 | \$34.18 | \$34.18 | NTP |
| IYAWAKI, ROBERT | CADD DESIGNER | ASSOCIATE OF SCIENCE | | 202 | \$32.91 | \$32.91 | NTP |
| WELLS, SAM | DESIGN ENGINEER | BACHELOR OF SCIENCE | | 251 | \$32.66 | \$32.66 | NTP |
| AMES, CHRIS | ADMINISTRATIVE AIDE | BACHELOR OF SCIENCE | | 30 | \$22.11 | \$22.11 | NTP |
| ALEY, LIZ | ADMINISTRATIVE AIDE | ASSOCIATES OF ARTS | | 4 | \$21.05 | \$21.05 | NTP |
| Total Hours for PARSONS TRANSPORTATION GROUP: | | | | 2,698 | | | |

Alternate Staff



| Task ID | Task Name | Start Date | Finish Date | Succession | Project Summary | Milestones | Summary | Task Spool | External Milestone | Baseline Task | External Milestone | Inclusive Milestone | Exclusive Milestone | Manual Summary | Manual Summary | Start only | Finish only | Exclude | Exclude | Project |
|---------|------------------|------------|-------------|------------|-----------------|------------|---------|------------|--------------------|---------------|--------------------|---------------------|---------------------|----------------|----------------|------------|-------------|---------|---------|---------|
| 50 | 500 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 51 | 501 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 52 | 502 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 53 | 503 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 54 | 504 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 55 | 505 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 56 | 506 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 57 | 507 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 58 | 508 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 59 | 509 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 60 | 510 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 61 | 511 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 62 | 512 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 63 | 513 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 64 | 514 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 65 | 515 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 66 | 516 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 67 | 517 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 68 | 518 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 69 | 519 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 70 | 520 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 71 | 521 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 72 | 522 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 73 | 523 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 74 | 524 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 75 | 525 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 76 | 526 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 77 | 527 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 78 | 528 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 79 | 529 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 80 | 530 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 81 | 531 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 82 | 532 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 83 | 533 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 84 | 534 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 85 | 535 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 86 | 536 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 87 | 537 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 88 | 538 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 89 | 539 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 90 | 540 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 91 | 541 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 92 | 542 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 93 | 543 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 94 | 544 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 95 | 545 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 96 | 546 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 97 | 547 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 98 | 548 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 99 | 549 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |
| 100 | 550 P-NEW Design | Mon 7/7/14 | Thu 7/24/14 | 64 | PS&E COMPLETE | | | | | | | | | | | | | | | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2013

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

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

PRODUCER LIC #CA 0C19812 1-816-960-9000
 Lockton Companies, LLC-1 Kansas City
 444 W. 47th Street, Suite 900
 Kansas City, MO 64112-1906

| | |
|--|----------------|
| CONTACT NAME: | |
| PHONE (A/C, No, Ext): | FAX (A/C, No): |
| E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | |
| INSURER A: NATIONAL UNION FIRE INS CO OF PITTS | NAIC # 19445 |
| INSURER B: INSURANCE CO OF THE STATE OF PA | 19429 |
| INSURER C: LEXINGTON INS CO | 19437 |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
 Parsons Transportation Group Inc.
 100 M Street SE, Suite 1200
 Washington, DC 20003-3515

COVERAGES **CERTIFICATE NUMBER: 37472619** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--|--|--|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | X | | GL17587104 | 01/01/14 | 01/01/15 | EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ included MED EXP (Any one person) \$ included PERSONAL & ADV INJURY \$ included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ included |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS | | | CA5101599 CA5101600 | 01/01/14 01/01/14 | 01/01/15 01/01/15 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WC015656170 (AOS) WC015656172 (MA/WI) WC015656169 (CA) WC015656171 (FL) | 01/01/14 01/01/14 01/01/14 01/01/14 | 01/01/15 01/01/15 01/01/15 01/01/15 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY | | | 11665420 | 01/01/14 | 01/01/15 | PER CLAIM 1,500,000 In Aggregate 3,000,000 |

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

RE: UDOT Consultant Services General Engineering Pool
 Additional Insured: Except as respects Workers Compensation and Professional Liability Coverage and solely as respects work performed by the named insured, Utah Dept. of Transportation, State of Utah, and Local Government (If applicable) are included as an additional insured to but only to the extent of the named insureds negligence.
 Retroactive Date: 6/19/86

CERTIFICATE HOLDER CANCELLATION

UDOT Consultant Services
 4501 South 2700 West
 Box 148490
 Salt Lake City, UT 84114-8490
 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
 AUTHORIZED REPRESENTATIVE

FEES

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

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

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

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

- (a) The direct labor expense is the actual salary expense for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this contract. The payroll additives and indirect costs are FIXED as 141.03% of the direct salary expense.
- (b) If necessary and DEPARTMENT approved, any additional direct expenses incurred in fulfilling the terms of this contract, including but not limited to travel and lodging, reproduction, telephone, equipment, supplies and fees of outside CONSULTANTS or sub-consultants will be reimbursed at actual costs.

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

- (c) The fixed fee has been determined and agreed upon as 11.00% of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of \$29,874.98. The fixed fee percentage is not a floating percent and should not be billed as a percent of labor. Rather, the fixed fee payment will be prorated and paid regularly in proportion to the percentage of work completed as reflected by the periodic invoices; that is, on the same ratio as the invoice cost bears to the originally estimated total for CONSULTANT'S actual cost which is the maximum amount payable minus the fixed fee. Any portion of the fixed fee payment not previously paid in the periodic payment will be covered in the final payment.

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

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

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

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

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

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

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

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract shall not exceed \$414,336.63 Contract overruns will not be paid.
7. **COST PROPOSAL:** The overhead rate shown in the CONSULTANT'S and/or sub-consultant's cost proposal has been determined and agreed upon by the parties and is included in this contract. The CONSULTANT will invoice the DEPARTMENT using the actual Wage Rates, FIXED Overhead, prorated Fixed Fee, and any additional Direct Costs. Invoices submitted to the DEPARTMENT must reflect the staffing plan and associated hourly wage rates, labor hours used, and other costs submitted in the CONSULTANT cost proposal.

The Cost Proposal for the CONSULTANT and/or sub-consultant, if applicable, may be found in Attachment D, pages 3 through 50.

UDOT Cost Proposal

| Contract Number: | NEW | Mod: | | |
|-----------------------------------|---|-------------|---------------|----------------|
| Project Number: | F-LC49(141) | PIN: | 10961 | |
| UDOT Project Manager: | Justin Schellenberg | | | |
| Project Location: | Spanish Fork Center Street/ US-6 Intersection | | | |
| Labor Costs | | | | |
| Employee Name | Contract Job Title | Hours | Proposal Rate | Labor Cost |
| ANDERSON, JOE | CIVIL ENGINEER | 168 | \$38.42 | \$6,454.56 |
| BODDAPATI, PAVANI | ROAD & HWY ENGINEER | 175 | \$37.37 | \$6,539.75 |
| CLOWARD, BRANDON | SENIOR ENGINEER | 316 | \$47.96 | \$15,155.36 |
| DEDEITCH, BORO | PROJECT MANAGER | 8 | \$69.01 | \$552.08 |
| FARES, DAN | STRUCTURAL ENGINEER | 312 | \$44.25 | \$13,806.00 |
| HALEY, LIZ | ADMINISTRATIVE AIDE | 4 | \$21.05 | \$84.20 |
| HALL, JENNIFER | DESIGN ENGINEER | 28 | \$42.40 | \$1,187.20 |
| HEATH, BRANDON | ENGINEER | 233 | \$38.73 | \$9,024.09 |
| JAMES, CHRIS | ADMINISTRATIVE AIDE | 30 | \$22.11 | \$663.30 |
| KIDWELL, JERRY | CADD DESIGNER | 211 | \$38.77 | \$8,180.47 |
| MA, KEVIN | QA ENGINEER | 14 | \$60.18 | \$842.52 |
| MIYAWAKI, ROBERT | CADD DESIGNER | 202 | \$32.91 | \$6,647.82 |
| MOTHE, RAM | ENGINEER | 72 | \$44.11 | \$3,175.92 |
| RAY, JEFF | SR ENGINEER | 403 | \$52.76 | \$21,262.28 |
| SHINALL, KRISTI | CIVIL ENGINEER | 160 | \$35.34 | \$5,654.40 |
| STANKIEWICZ, KEVIN | PRINCIPAL ENGINEER | 32 | \$54.62 | \$1,747.84 |
| THOMAS, LINDSEY | PROJ CONTROLS SPECIALIST | 50 | \$34.18 | \$1,709.00 |
| WELLS, SAM | DESIGN ENGINEER | 251 | \$32.66 | \$8,197.66 |
| WILDAUER, MATT | SENIOR ENGINEER | 29 | \$61.89 | \$1,794.81 |
| Total Hours: | | 2,698 | | |
| Total Direct Labor: | | | | \$112,679.26 |
| Overhead: | | | 141.03% | \$158,911.47 |
| Total Direct Labor plus Overhead: | | | | \$271,590.73 |
| Fixed Fee: | | | 11.00% | \$29,874.98 |
| Burdened Labor Cost: | | | | \$301,465.71 |
| Other Direct Charges | | | | |
| ODC Item | Unit of Measure | Qty | Item Cost | Extended Cost |
| *CL* - L2 DATA COLLECTION INC. | LUMP | 1.0 | \$3,750.000 | \$3,750.00 |
| MILEAGE | EACH | 1,800.0 | \$0.560 | \$1,008.00 |
| OPEN HOUSE | LUMP | 1.0 | \$600.000 | \$600.00 |
| PHOTOCOPIES/PRINTING | EACH | 9,000.0 | \$0.050 | \$450.00 |
| Total Other Direct Charges: | | | | \$5,808.00 |
| Sub Consultant Costs | | | | |
| Firm Name | | | | Sub Total Cost |
| MERIDIAN ENGINEERING INC | | | | \$68,563.61 |
| TERRACON, INC. | | | | \$5,896.21 |
| KLEINFELDER WEST, INC. | | | | \$23,503.05 |
| UTILITY MAPPING SERVICES | | | | \$9,100.06 |
| Total Sub Consultant Costs: | | | | \$107,062.92 |
| Total Contract Cost: | | | | \$414,336.63 |

UDOT Hours Derivation

| | | | |
|-----------------------|---|------|-------|
| Contract Number: | NEW | Mod: | |
| Project Number: | F-LC49(141) | PIN: | 10961 |
| Project Location: | Spanish Fork Center Street/ US-6 Intersection | | |
| UDOT Project Manager: | Justin Schellenberg | | |

| Employee Name | 1V1 | 1B1 | 1G1 | 1J1 | 1P1 | 1Q1 | 1R1 | 1S1 | 1T1 | 1Y1 | 1Y2 | 1Z4 | 1V2 | 2E1 | 2Q1 |
|--------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| DEDEITCH, BORO | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| WILDAUER, MATT | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 |
| MA, KEVIN | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| STANKIEWICZ, KEVIN | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 |
| RAY, JEFF | 6 | 4 | 1 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 |
| CLOWARD, BRANDON | 6 | 0 | 0 | 0 | 0 | 0 | 20 | 0 | 8 | 8 | 8 | 4 | 4 | 0 | 0 |
| FARES, DAN | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 20 | 0 | 4 | 0 | 0 | 4 | 0 | 0 |
| MOTHE, RAM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| HALL, JENNIFER | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 |
| KIDWELL, JERRY | 0 | 0 | 0 | 0 | 0 | 0 | 20 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 |
| HEATH, BRANDON | 0 | 0 | 0 | 0 | 0 | 0 | 30 | 0 | 0 | 2 | 16 | 0 | 0 | 0 | 0 |
| ANDERSON, JOE | 0 | 0 | 0 | 0 | 0 | 14 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 |
| BODDAPATI, PAVANI | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 0 |
| HINALL, KRISTI | 3 | 0 | 0 | 0 | 24 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 4 | 16 | 0 |
| HOMAS, LINDSEY | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| IYAWAKI, ROBERT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 |
| FELLS, SAM | 0 | 0 | 0 | 0 | 0 | 0 | 20 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 |
| AMES, CHRIS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ALEY, LIZ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

UDOT Hours Derivation

| | | | |
|-----------------------|---|------|-------|
| Contract Number: | NEW | Mod: | |
| Project Number: | F-LC49(141) | PIN: | 10961 |
| Project Location: | Spanish Fork Center Street/ US-6 Intersection | | |
| UDOT Project Manager: | Justin Schellenberg | | |

| Employee Name | 2Q2 | 2R1 | 2T1 | 2U1 | 2Y1 | 2V1 | 3E1 | 3E2 | 3G1 | 3G2 | 3G3 | 3Q1 | 3R1 | 3R2 | 3R3 |
|--------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| DEDEITCH, BORO | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| WILDAUER, MATT | 0 | 3 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 4 | 3 | 3 |
| MA, KEVIN | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| STANKIEWICZ, KEVIN | 0 | 0 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| RAY, JEFF | 0 | 0 | 8 | 0 | 0 | 5 | 0 | 4 | 1 | 1 | 2 | 0 | 0 | 0 | 0 |
| CLOWARD, BRANDON | 0 | 20 | 0 | 0 | 6 | 5 | 0 | 4 | 0 | 0 | 0 | 0 | 40 | 16 | 20 |
| FARES, DAN | 0 | 0 | 0 | 0 | 0 | 5 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| MOTHE, RAM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| HALL, JENNIFER | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 |
| KIDWELL, JERRY | 0 | 20 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 43 | 12 | 25 |
| HEATH, BRANDON | 0 | 37 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 70 | 8 | 0 |
| ANDERSON, JOE | 8 | 0 | 0 | 4 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 20 | 0 | 0 | 0 |
| BODDAPATI, PAVANI | 0 | 0 | 147 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| HINALL, KRISTI | 0 | 0 | 0 | 0 | 0 | 3 | 24 | 28 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOMAS, LINDSEY | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| YAWAKI, ROBERT | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 0 | 0 | 0 |
| ELLS, SAM | 0 | 29 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 40 | 8 | 60 |
| IMES, CHRIS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ALEY, LIZ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Handwritten initials and marks at the bottom of the page.

UDOT Hours Derivation

| | | | |
|-------------------|---|-----------------------|---------------------|
| Contract Number: | NEW | Mod: | |
| Project Number: | F-LC49(141) | UDOT Project Manager: | Justin Schellenberg |
| Project Location: | Spanish Fork Center Street/ US-6 Intersection | | |

| Employee Name | 3S1 | 3Q2 | 3S4 | 3S5 | 3S6 | 3T1 | 3U1 | 3U2 | 3U3 | 3U4 | 3Y1 | 3V1 | 4A1 | 4B1 | 4E1 |
|--------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| DEDEITCH, BORO | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| WILDAUER, MATT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| MA, KEVIN | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 |
| STANKIEWICZ, KEVIN | 0 | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| RAY, JEFF | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 8 | 0 |
| CLOWARD, BRANDON | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 4 | 0 | 0 | 10 | 6 | 0 | 0 | 0 |
| FARES, DAN | 18 | 0 | 8 | 24 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 0 | 0 |
| MOTHE, RAM | 0 | 0 | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| HALL, JENNIFER | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 |
| KIDWELL, JERRY | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| HEATH, BRANDON | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ANDERSON, JOE | 0 | 8 | 0 | 0 | 0 | 0 | 8 | 2 | 4 | 8 | 0 | 6 | 10 | 0 | 0 |
| BODDAPATI, PAVANI | 0 | 0 | 0 | 0 | 0 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| HINALL, KRISTI | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 16 |
| HOMAS, LINDSEY | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| IYAWAKI, ROBERT | 0 | 8 | 16 | 24 | 0 | 0 | 0 | 2 | 0 | 8 | 0 | 0 | 8 | 0 | 0 |
| FELLS, SAM | 0 | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| AMES, CHRIS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ALEY, LIZ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

UDOT Hours Derivation

| | | | |
|-------------------|---|-----------------------|---------------------|
| Contract Number: | NEW | Mod: | |
| Project Number: | F-LC49(141) | PIN: | 10961 |
| Project Location: | Spanish Fork Center Street/ US-6 Intersection | | |
| | | UDOT Project Manager: | Justin Schellenberg |

| Employee Name | 4G1 | 4G2 | 4G3 | J1A | J2A | 4P1 | 4Q1 | 4R1 | 4R2 | 4R3 | 4S3 | 4S4 | 4SA | 4U1 | 4U2 |
|--------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| DEDEITCH, BORO | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| WILDAUER, MATT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 2 | 2 | 0 | 0 | 0 | 0 | 0 |
| MA, KEVIN | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| STANKIEWICZ, KEVIN | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| RAY, JEFF | 2 | 1 | 2 | 8 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| CLOWARD, BRANDON | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 40 | 10 | 8 | 4 | 0 | 0 | 0 | 0 |
| FARES, DAN | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | 32 | 134 | 0 | 0 |
| MOTHE, RAM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 12 | 40 | 0 | 0 |
| HALL, JENNIFER | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| KIDWELL, JERRY | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 40 | 8 | 11 | 16 | 0 | 0 | 0 | 0 |
| HEATH, BRANDON | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 60 | 10 | 0 | 0 | 0 | 0 | 0 | 0 |
| ANDERSON, JOE | 0 | 0 | 0 | 0 | 0 | 0 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 6 |
| BODDAPATI, PAVANI | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| HINALL, KRISTI | 0 | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| THOMAS, LINDSEY | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| IYAWAKI, ROBERT | 0 | 0 | 0 | 0 | 0 | 0 | 16 | 0 | 0 | 0 | 12 | 16 | 48 | 0 | 6 |
| WELLS, SAM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 40 | 8 | 8 | 0 | 0 | 0 | 0 | 0 |
| SMES, CHRIS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ALEY, LIZ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

7 of 20

UDOT Hours Derivation

| | | | |
|-----------------------|---|------|-------|
| Contract Number: | NEW | Mod: | |
| Project Number: | F-LC49(141) | PIN: | 10961 |
| Project Location: | Spanish Fork Center Street/ US-6 Intersection | | |
| UDOT Project Manager: | Justin Schellenberg | | |

| Employee Name | 4U3 | 4Y1 | 4V1 | 5A1 | 5E1 | 5V1 | 5Y1 | 5Z1 | 5Z2 | 6R1 | 6S1 | Total |
|--------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| DEDEITCH, BORO | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 |
| WILDAUER, MATT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 29 |
| MA, KEVIN | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 14 |
| STANKIEWICZ, KEVIN | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 32 |
| RAY, JEFF | 0 | 0 | 6 | 0 | 0 | 4 | 8 | 288 | 8 | 10 | 0 | 403 |
| CLOWARD, BRANDON | 0 | 13 | 6 | 0 | 0 | 4 | 8 | 0 | 16 | 10 | 0 | 316 |
| FARES, DAN | 0 | 0 | 6 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 16 | 312 |
| MOTHE, RAM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 72 |
| HALL, JENNIFER | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 28 |
| KIDWELL, JERRY | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 0 | 211 |
| HEATH, BRANDON | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 233 |
| ANDERSON, JOE | 8 | 0 | 3 | 10 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 168 |
| BODDAPATI, PAVANI | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 175 |
| HINALL, KRISTI | 0 | 0 | 3 | 0 | 8 | 4 | 0 | 0 | 0 | 10 | 0 | 160 |
| TOMAS, LINDSEY | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 50 | 0 | 0 | 0 | 50 |
| IYAWAKI, ROBERT | 8 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 202 |
| FELLS, SAM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 251 |
| AMES, CHRIS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 30 | 0 | 0 | 0 | 30 |
| ALEY, LIZ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 |

UDOT Hours Derivation

| | | | |
|-----------------------|---|------|-------|
| Contract Number: | NEW | Mod: | |
| Project Number: | F-LC49(141) | PIN: | 10961 |
| Project Location: | Spanish Fork Center Street/ US-6 Intersection | | |
| UDOT Project Manager: | Justin Schellenberg | | |

| | 1V1 | 1B1 | 1G1 | 1J1 | 1P1 | 1Q1 | 1R1 | 1S1 | 1T1 | 1Y1 | 1Z4 | 1V2 | 2E1 | 2Q1 |
|-----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Firm Activity Totals: | 18 | 4 | 1 | 4 | 24 | 14 | 93 | 20 | 30 | 20 | 4 | 16 | 16 | 28 |
| | 2Q2 | 2R1 | 2T1 | 2U1 | 2Y1 | 2V1 | 3E1 | 3E2 | 3G1 | 3G2 | 3Q1 | 3R1 | 3R2 | 3R3 |
| Firm Activity Totals: | 14 | 109 | 199 | 4 | 9 | 23 | 27 | 48 | 1 | 1 | 36 | 197 | 47 | 108 |
| | 3S1 | 3Q2 | 3S4 | 3S5 | 3S6 | 3T1 | 3U1 | 3U2 | 3U3 | 3U4 | 3V1 | 4A1 | 4B1 | 4E1 |
| Firm Activity Totals: | 18 | 20 | 32 | 60 | 8 | 49 | 8 | 8 | 4 | 16 | 27 | 20 | 8 | 16 |
| | 4G1 | 4G2 | 4G3 | J1A | J2A | 4P1 | 4Q1 | 4R1 | 4R2 | 4R3 | 4S4 | 4SA | 4U1 | 4U2 |
| Firm Activity Totals: | 2 | 1 | 2 | 8 | 4 | 10 | 44 | 184 | 38 | 29 | 60 | 222 | 4 | 12 |
| | 4U3 | 4Y1 | 4V1 | 5A1 | 5E1 | 5V1 | 5Y1 | 5Z1 | 5Z2 | 6R1 | 6S1 | | | Total |
| Firm Activity Totals: | 16 | 17 | 24 | 20 | 8 | 20 | 16 | 368 | 26 | 40 | 16 | | | 2,698 |
| | 1V1 | 1B1 | 1G1 | 1J1 | 1P1 | 1Q1 | 1R1 | 1S1 | 1T1 | 1Y1 | 1Z4 | 1V2 | 2E1 | 2Q1 |
| Transaction Activity | 18 | 256 | 6 | 157 | 24 | 14 | 93 | 20 | 30 | 20 | 12 | 16 | 144 | 28 |
| Totals: | | | | | | | | | | | | | | |
| Transaction Activity | 14 | 109 | 199 | 30 | 9 | 23 | 97 | 72 | 2 | 2 | 36 | 197 | 47 | 108 |
| Totals: | | | | | | | | | | | | | | |
| Transaction Activity | 18 | 20 | 32 | 60 | 8 | 49 | 8 | 8 | 26 | 16 | 27 | 20 | 148 | 16 |
| Totals: | | | | | | | | | | | | | | |
| Transaction Activity | 37 | 6 | 8 | 20 | 274 | 10 | 44 | 184 | 38 | 29 | 60 | 222 | 4 | 12 |
| Totals: | | | | | | | | | | | | | | |
| Transaction Activity | 16 | 17 | 24 | 20 | 8 | 20 | 16 | 454 | 26 | 40 | 16 | | | Total |
| Totals: | | | | | | | | | | | | | | 3,942 |

Handwritten initials/signature

MERIDIAN ENGINEERING INC

Sub to PARSONS TRANSPORTATION GROUP

UDOT Executive Summary

| | | | | | |
|------------------|--|------|-------|-----------------------|---------------------|
| Contract Number: | NEW | Mod: | | | |
| Project Number: | F-LC49(141) | PIN: | 10961 | UDOT Project Manager: | Justin Schellenberg |
| PIN Description: | Spanish Fork Center Street/US-6 Intersection | | | | |

Brief Description

To provide professional surveying, mapping and right of way services supporting the improvements of Center Street at US-6 in Spanish Fork City, Utah in accordance with the current UDOT 2011 Delivery Network, including the UDOT Standard Drawings, Standard Specifications, Special Provisions and Guidelines, and the Mapping and Aerial Photogrammetry Manual.

Project Team

Meridian Engineering, Inc. is a sub-consultant to Parsons Transportation Group.

Assumptions

Meridian presumes 19 parcels inside the project limits, and 19 of those parcels will be affected by new right of way and easements, including 1 total take. This scope of work assumes there will be no condemnations.

Additional parcels over the original 19 assumed, will require an additional fee to complete.

Meridian presumes we will provide Subsurface Utility Engineering (SUE) Survey Support only for Utility Designations and Test Holes (under activity 4B1). SUE reports and products will be provided by others. Meridian presumes a total of 13,200 lineal feet of utility designation and 10 test holes with this Work Plan. Meridian also presumes we will provide Geo-technical Survey Support only for Bore Holes (under activity 4B1). Geo-technical reports and products will be provided by others. Meridian presumes a total of 10 boreholes with this Work Plan. The total amount of field survey in activity 4B1 is five days. Additional utilities, testholes, and boreholes that are not a part of this work plan will require a scope and fee modification.

With this scope of work, Meridian will not provide Right of Way Markers after construction, but in accordance with Utah State Code:

Meridian will file a complete Record of Survey of the Right of Way Project with the Utah County Surveyor's Office in accordance with Utah State Code 17-23-17 and the Utah Council of Land Surveyor's (UCLS) Minimum Standard Requirements for Boundary Surveys.

Phasing

There will be no phasing with this project.

Maidan

Fee Type

Cost Plus Fixed Fee of 11% Profit.

MERIDIAN ENGINEERING INC

Sub to PARSONS TRANSPORTATION GROUP

UDOT Work Plan

| | | | | | |
|------------------|--|------|-------|-----------------------|---------------------|
| Contract Number: | NEW | Mod: | | | |
| Project Number: | F-LC49(141) | PIN: | 10961 | UDOT Project Manager: | Justin Schellenberg |
| PIN Description: | Spanish Fork Center Street/US-6 Intersection | | | | |

Activity: 1B1

1B1 Develop Base Mapping/Existing Surface

[\(back to table\)](#)

Project Limits:

Center Street – Limits will extend from the east side of 1060 East Street to the south side of 130 North Street (and include the intersections at 1060 East and 130 North).

1150 East Street – Limits will extend and include the 100 South Street intersection.

Cutbridge Slant – Limits will extend and include the 1490 East Street intersection.

US-6 – Limits will extend 200’ north and south, beyond the limits of the existing turn lane pockets.

Union Pacific Railroad – Limits will extend 500’ north and south of the existing bridge structure (a Union Pacific flagger will be needed to be within 25’ of the existing rails).

All limits shown above will extend into adjoining properties to the face of buildings. Where no buildings are present, Meridian surveyors will survey 20’ from the back of sidewalk.

Project Control:

Meridian will prepare the control network outside of the project area to establish or reestablish the control for Section Corners, Quarter Corners, and Center Quarter Corners throughout the proposed alignments in order to determine the existing property matrix for future right of way takes or parcel agreements within the project limits. These corners include the controlling monumentation for Section 20, Township 8 South, Range 3 East, Salt Lake Base and Meridian. This control network can also be used in future projects in this area and will be geographically correct on a final control diagram, relative to this project.

Meridian will survey secondary monuments needed to determine and prepare the existing property matrix. These monuments may include UDOT right of way markers and property corners on adjoining lands throughout the project area.

This survey will be based on localized geodetic control as established through The Utah Reference Network GPS (or TURN GPS). This will allow for accurate longitude and latitude determinations. State plane coordinates will be calculated from these values. Project coordinates will be used for actual topographic surveys. Elevations will be retrieved from area Utah County benchmarks or published NGS survey benchmarks (whichever is more accessible to the project location). Elevations will be transferred onto project control points. Temporary control points will be set as needed to perform our surveys.

Meridian will set multiple copper rivets in existing concrete or #5 x 24 inch rebar with “control point” caps for the use by

the Contractor. These control points will be set along the corridor at visible intervals. They will carry accurate and verified coordinates/elevations.

Prepare a control diagram drawing representing the primary and secondary control monumentation used to survey of this project. This drawing will be certified by a PLS and may be used for design and construction purposes.

Meridian will also prepare and certify to UDOT's base mapping certification. With this certification, Meridian will submit the associated geo-reference files including a project dty file.

Existing Topographic Survey Inside Project Limits:

Tie existing concrete surfaces: curb & gutter, driveways, sidewalks, pads.

Tie existing roadway improvements: pavement, visible crowns, signage and walls.

Cross sections will be provided at 50 foot intervals.

Existing paint striping inside project limits will be located on cross section intervals.

Tie existing visible surface utilities: sewer manholes, sewer clean-outs, storm drain manholes (with invert elevations of utilities inside the scoped project limits), water meters, water valves, fire hydrants, gas valves, gas meters (where pipe comes out of the ground), communications manholes, telephone boxes, transformers, utility poles, irrigation boxes, weirs, culverts, visible piping, sprinkler control boxes, signal boxes and other surface utilities.

Tie existing mailboxes, fences, walls, commercial signs and building fronts.

Tie found boundary evidence: curb or sidewalk rivets, property monuments and right of way markers.

Tie grade existing changes, breaks, toe and top slopes, open ditches, drainage areas and other grade transitions.

Tie significant trees (6" diameter and larger). Outline clusters of smaller trees and shrubs.

Locate overhead crossing lines and their sag elevation with the current temperature and time added as a note.

Aerial Mapping:

Aerial mapping will not be done for this project. 2012 imagery from the AGRC will be downloaded and geo-referenced to the project coordinates by Meridian.

Product Deliverables:

Meridian will prepare a control diagram for use in roadway and right of way design and construction activities. The diagram will be certified and include methods and projections used, project coordinates and elevations, state plane coordinates along with longitudes and latitudes.

Meridian will prepare existing topographic files including 10961_extopo.dgn, 10961_extopo.fwd, and 10961_extopo.dtm.

Meridian's surveyors will sketch inverts for sewer and storm boxes found within the project limits, as well as utility boxes outside the project limits that are attached to sewer and storm boxes found inside the project limits. No other inverts will be sketched. These sketches will be delivered in *.pdf format.

Meridian surveyors will also take random digital photographs inside the project limits for clarification. This photos will be delivered in *.jpg format.

All MicroStation deliverables shall be in V8i format and loaded to UDOT's servers using ProjectWise for correct attributes and standards.

Activity: 1J1**1J1 Identify Existing Right-of-Way**Contract 10961**Research:**

Conduct ownership deed and subdivision plat research with the Utah County Recorder. Ownership research will be conducted to determine current property owners and retrieve either the vesting deed or proof of marketable title (40 years, 1974) is reached. Retrieve copies of subdivision plats and road dedication plats.

Conduct previously recorded boundary survey research with the Utah County Surveyor's Office. This information will aid in placing subdivisions and private survey data within the right of way drawings.

Conduct research with UDOT to determine the existing right of way conditions along U-6 in Spanish Fork.

Conduct research with Union Pacific to determine the existing right of way conditions along their rail corridor within the project limits.

Conduct research with Spanish Fork City to help determine the existing right of way conditions along Center Street in Spanish Fork.

There are approximately 19 parcels inside the limits of this scope of work.

Meridian will create a spreadsheet list of all parcels listing ownership information (names, tax ID, parcel address, owners address, type of ownership, apparent use).

Survey and Mapping:

None. Survey activities are performed in activity 1B1.

Base Maps:

Compile research to develop an existing right of way drawing (10961_Exrow.dgn).

Meridian will initiate and perform UDOT required 1J1 quality control reviews.

1J1 Product Deliverables:

Existing Right of Way Drawing (10961_ExRow.dgn)

Right of Way Property Information Spreadsheet

QC Cover Sheets

Assumptions:

Effort will involve 19 parcels. Additional parcels are not included in the current fee schedule.

Activity: 1Z4

1Z4 Hold Right-of-Way Strategy Meeting

[\(back to table\)](#)

Together with the project team, Meridian will develop a strategy to optimize the ROW schedule and minimize project costs. The meeting will identify design changes that could minimize ROW impacts, critical parcels that could affect the timely delivery of the project, and develop a strategy to mitigate the critical parcels and to acquire all ROW.

1Z4 Product Deliverables:

Meridian will provide Parsons with a Right of Way Priority Map showing meeting decisions.

Assumptions:

- Effort will involve 19 parcels over 2 partial submittals (See assumptions in Executive Summary).
- No condemnations are anticipated

Activity: 4B1

4B1 Conduct Supplemental Surveys

[\(back to table\)](#)

Conduct additional base mapping within project limits. The anticipated supplemental survey needs for additional base mapping include support for utility tasks 2U1 (13,200 lineal feet of utilities), 3U3 (10 testholes), and final borehole locations (10 boreholes). 5 days is assumed for all supplemental surveying. Hours of office personnel are also assumed to process all supplemental survey data.

4B1 Product Deliverables:

- Meridian will prepare the 10961_exutil file for the SUE consultant (final exutil drawing to be QC'd and certified by the SUE consultant) and revise the existing topographic files including 10961_extopo.dgn, 10961_extopo.fwd, and 10961_extopo.dtm
- Revise Base Mapping File Certification (if necessary)

Activity: J1A

J1A Identify Right-of-Way Needs

[\(back to table\)](#)

Coordinate with the project team to identify ROW acquisition needs for the 19 projected parcels. This will need to include projected easements for future construction. Meridian will coordinate all work with UDOT's agent so they can plan workload.

Assumptions:

- Effort will involve 19 parcels (See assumptions in Executive Summary).

Activity: J2A**J2A Develop Right-of-Way Plans and Documents** [\(back to table\)](#)

Develop right of way plans and documents per UDOT Right of Way Manual. Repeat this activity for each partial, final and supplemental summary.

Develop right of way plans to show required acquisitions and accommodate all aspect of the project. Include fee ownership, slope easements, temporary construction easements, drainage easements and utility relocation easements of documents.

Place all line work and annotation on the appropriate CADD level.

Develop all sheets according to current UDOT CADD Standards and the UDOT Plan Sheet Development Standards.

Clearly label parcel numbers.

Prepare legal descriptions for each parcel to be acquired following the UDOT right of way standards.

Right of Way, perpetual easement and temporary construction easement needs will be determined and confirmed by the project team.

Initiate and perform UDOT required J2A quality control reviews.

J2A Product Deliverables:

Meridian will provide UDOT with right of way submittal packages in conformance with UDOT standards or declared variances. Submittal packages will include:

- RW-53 Summary forms
- RW-51 Ownership Records forms along with vesting deeds for each parcel
- Deed and Easement Conveyance Instruments
- Deed Plotter Printouts
- Copy of Recorded Vesting Deeds
- Affected Right of Way maps
- Meridian will upload summaries into ProjectWise and ePM.

Assumptions:

- Effort will involve 19 parcels over 2 partial submittals (See assumptions in Executive Summary).
- Each parcel will include 1 take and 2 easements.

Activity: 5Z1

5Z1 Project Management

(see Exhibit)

Prepare QC/QA report for all Meridian work products, and monthly progress and accounting support to Parsons.

Attendance at project coordination meetings when requested.

5Z1 Product Deliverables:

Meridian will deliver QC/QA reports to Parsons and UDOT

Assumptions:

- Team meetings will be attended by ROW Lead and Project Manager.
- 5-2 hour team meetings over the course of the project.
- Attend Plan in Hand
- Attend PS&E

Meridian

UDOT Staffing Plan

| | | | |
|-------------------|---|-----------------------|---------------------|
| Contract Number: | NEW | Mod: | |
| Project Number: | F-LC49(141) | PN: | 10961 |
| Project Location: | Spanish Fork Center Street/ US-6 Intersection | | |
| | | UDOT Project Manager: | Justin Schellenberg |

| Employee Name | Contract Job Title | Education/Certification | License Number | Hours | Current Rate | Proposal Rate | Approval Date |
|---|----------------------------|-------------------------|----------------|-------|--------------|---------------|---------------|
| FENN, DARRYL | PRESIDENT / QA/QC | | UT-172851 | 6 | \$55.38 | \$55.38 | NTP |
| NADEAU, MICHAEL | PROJECT LEAD | AAS | UT-4938744 | 106 | \$42.00 | \$42.00 | NTP |
| VERUCCHI, FRANK | R/W & SURVEY QC/QA MANAGER | AAS | UT-347179 | 31 | \$34.13 | \$34.13 | NTP |
| BARON, TYLER | LEAD R/W ENGINEER | | UT-7281045 | 128 | \$34.00 | \$34.00 | NTP |
| WILLIAMS, DARREN | PROJECT SURVEYOR / ROW | AAS | UT-4975981 | 44 | \$32.00 | \$32.00 | NTP |
| CAMPBELL, MARK | ROW DESIGN | NICET 4 - ROADWAY | | 80 | \$31.00 | \$31.00 | NTP |
| MARBEL, SPENCER | LEAD SURVEYOR | | | 150 | \$30.75 | \$30.75 | NTP |
| FALKENTHAL, KURT | SURVEYOR | AAS | UT-7281046 | 2 | \$29.50 | \$29.50 | NTP |
| TURNER, KYLE | ASSISTANT SURVEY MANAGER | AAS | UT-7820824 | 65 | \$27.50 | \$27.50 | NTP |
| DENHAM, GUSTAVE | LEAD CADD DESIGN | | | 84 | \$27.50 | \$27.50 | NTP |
| RUSBY, TERRY | SURVEYOR | AAS | | 130 | \$23.50 | \$23.50 | NTP |
| INABNIT, AARON | SURVEYOR | AAS | | 2 | \$23.00 | \$23.00 | NTP |
| WILLIAMS, TRAVIS | SURVEY CADD DESIGN | | | 45 | \$22.00 | \$22.00 | NTP |
| ISHER, JAMES | R/W & SURVEY TECH | | | 20 | \$21.00 | \$21.00 | NTP |
| ENN, WENDY | CLERICAL | | | 28 | \$16.00 | \$16.00 | NTP |
| Total Hours for MERIDIAN ENGINEERING INC: | | | | 921 | | | |

UDOT Cost Proposal

| | | | |
|------------------------------|---|-------------|-------|
| Contract Number: | NEW | Mod: | |
| Project Number: | F-LC49(141) | PIN: | 10961 |
| UDOT Project Manager: | Justin Schellenberg | | |
| Project Location: | Spanish Fork Center Street/ US-6 Intersection | | |

Labor Costs

| Employee Name | Contract Job Title | Hours | Proposal Rate | Labor Cost |
|---|----------------------------|-------|---------------|--------------------|
| BARON, TYLER | LEAD R/W ENGINEER | 128 | \$34.00 | \$4,352.00 |
| CAMPBELL, MARK | ROW DESIGN | 80 | \$31.00 | \$2,480.00 |
| DENHAM, GUSTAVE | LEAD CADD DESIGN | 84 | \$27.50 | \$2,310.00 |
| FALKENTHAL, KURT | SURVEYOR | 2 | \$29.50 | \$59.00 |
| FENN, DARRYL | PRESIDENT / QA/QC | 6 | \$55.38 | \$332.28 |
| FENN, WENDY | CLERICAL | 28 | \$16.00 | \$448.00 |
| FISHER, JAMES | R/W & SURVEY TECH | 20 | \$21.00 | \$420.00 |
| INABNIT, AARON | SURVEYOR | 2 | \$23.00 | \$46.00 |
| MARBEL, SPENCER | LEAD SURVEYOR | 150 | \$30.75 | \$4,612.50 |
| NADEAU, MIICHAEL | PROJECT LEAD | 106 | \$42.00 | \$4,452.00 |
| RUSBY, TERRY | SURVEYOR | 130 | \$23.50 | \$3,055.00 |
| TURNER, KYLE | ASSISTANT SURVEY MANAGER | 65 | \$27.50 | \$1,787.50 |
| VERUCCHI, FRANK | R/W & SURVEY QC/QA MANAGER | 31 | \$34.13 | \$1,058.03 |
| WILLIAMS, DARREN | PROJECT SURVEYOR / ROW | 44 | \$32.00 | \$1,408.00 |
| WILLIAMS, TRAVIS | SURVEY CADD DESIGN | 45 | \$22.00 | \$990.00 |
| Total Hours: | | 921 | | |
| Total Direct Labor: | | | | \$27,810.31 |
| Overhead: | | | 119.29% | \$33,174.92 |
| Total Direct Labor plus Overhead: | | | | \$60,985.23 |
| Fixed Fee: | | | 11.00% | \$6,708.38 |
| Burdened Labor Cost: | | | | \$67,693.61 |
| Other Direct Charges | | | | |
| ODC Item | Unit of Measure | Qty | Item Cost | Extended Cost |
| RECORD OF SURVEY FILING | UNIT | 6.0 | \$20.000 | \$120.00 |
| UNION PACIFIC FLAGGER | DAY | 1.0 | \$750.000 | \$750.00 |
| Total Other Direct Charges: | | | | \$870.00 |
| Total Cost for MERIDIAN ENGINEERING INC: | | | | \$68,563.61 |

Meridian

UDOT Hours Derivation

| | | | |
|-------------------|---|-----------------------|---------------------|
| Contract Number: | NEW | Mod: | |
| Project Number: | F-LC49(141) | PIN: | 10961 |
| Project Location: | Spanish Fork Center Street/ US-6 Intersection | | |
| | | UDOT Project Manager: | Justin Schellenberg |

| Employee Name | 1B1 | 1J1 | 1Z4 | 4B1 | J1A | J2A | 5Z1 | Total |
|------------------|-----|-----|-----|-----|-----|-----|-----|-------|
| FENN, DARRYL | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 6 |
| NADEAU, MICHAEL | 4 | 4 | 4 | 2 | 0 | 20 | 72 | 106 |
| VERUCCHI, FRANK | 4 | 4 | 0 | 3 | 0 | 20 | 0 | 31 |
| BARON, TYLER | 0 | 40 | 4 | 0 | 4 | 80 | 0 | 128 |
| WILLIAMS, DARREN | 0 | 0 | 0 | 0 | 4 | 40 | 0 | 44 |
| CAMPBELL, MARK | 0 | 40 | 0 | 0 | 0 | 40 | 0 | 80 |
| MARBEL, SPENCER | 100 | 0 | 0 | 50 | 0 | 0 | 0 | 150 |
| FALKENTHAL, KURT | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| TURNER, KYLE | 25 | 15 | 0 | 15 | 0 | 10 | 0 | 65 |
| DENHAM, GUSTAVE | 20 | 10 | 0 | 20 | 4 | 30 | 0 | 84 |
| RUSBY, TERRY | 80 | 0 | 0 | 50 | 0 | 0 | 0 | 130 |
| INABNIT, AARON | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| WILLIAMS, TRAVIS | 15 | 0 | 0 | 0 | 0 | 30 | 0 | 45 |
| ISHER, JAMES | 0 | 20 | 0 | 0 | 0 | 0 | 0 | 20 |
| ANN, WENDY | 0 | 20 | 0 | 0 | 0 | 0 | 8 | 28 |

Meridian

UDOT Hours Derivation

| | | | | | | | | |
|-----------------------|---|------|-------|-----------------------|---------------------|-----|-----|-------|
| Contract Number: | NEW | Mod: | | | | | | |
| Project Number: | F-LC49(141) | PIN: | 10961 | UDOT Project Manager: | Justin Schellenberg | | | |
| Project Location: | Spanish Fork Center Street/ US-6 Intersection | | | | | | | |
| | 1B1 | 1J1 | 1Z4 | 4B1 | J1A | J2A | 5Z1 | Total |
| | 252 | 153 | 8 | 140 | 12 | 270 | 86 | 921 |
| Firm Activity Totals: | | | | | | | | 921 |

TERRACON, INC.

Sub to PARSONS TRANSPORTATION GROUP

UDOT Executive Summary

| | | | | | |
|------------------|--|------|-------|-----------------------|---------------------|
| Contract Number: | NEW | Mod: | | | |
| Project Number: | F-LC49(141) | PIN: | 10961 | UDOT Project Manager: | Justin Schellenberg |
| PIN Description: | Spanish Fork Center Street/US-6 Intersection | | | | |

Brief Description

The project includes widening of the existing Center Street Bridge over the Union Pacific Railroad near US-6 in Spanish Fork, Utah. The bridge is a 98-foot long, three-span structure extending Center Street over the UPR line. The existing bridge is supported on driven pile foundations. The bridge will facilitate two travel lanes and associated shoulders in each direction. We understand that minimal fill, expected to be less than 3 feet deep, will be placed during construction. Pavement section thickness design will be performed by UDOT. Walls are not anticipated to be part of this scope of work.

Project Team

Terracon will provide all of the geotechnical services for this project as a sub consultant to Parsons.

Assumptions

It is assumed that additional borings will not be completed for this scope and that previous borings drilled at the site and laboratory testing completed previously by Terracon for Spanish Fork City will be used for our analysis.

This scope does not include services related to environmental sampling or assessment of environmental conditions at the site. These services can be provided upon request. If additional services are requested, a supplemental scope will be prepared for those services.

The client will survey location and elevation of the previous soil borings and provide station, elevation and offset for our report.

Should it be necessary to expand our services beyond those outlined in this scope of work, we will prepare a supplemental scope of work stating the additional services.

Phasing

Phasing is not anticipated as part of this scope of work.

Fee Type

Cost plus fixed fee.

UDOT Work Plan

| | | | | | |
|------------------|--|------|-------|-----------------------|---------------------|
| Contract Number: | NEW | Mod: | | | |
| Project Number: | F-LC49(141) | PIN: | 10961 | UDOT Project Manager: | Justin Schellenberg |
| PIN Description: | Spanish Fork Center Street/US-6 Intersection | | | | |

Activity: 1G1

1G1 Preliminary Geotechnical Investigation [\(back to table\)](#)

Overview

Identify potential issues that may affect the design and construction of the project. Identify preliminary mitigations and develop a plan to select and design appropriate mitigations

Activity: 3G1

3G1 Conduct Geotechnical Investigation [\(back to table\)](#)

Previously, Terracon performed geotechnical explorations for this project for Spanish Fork City. One borings was drilled at each of the two bridge abutments to depths of approximately 120 feet. No borings were previously drilled at the bent locations due to limited access along the existing UPR track. Access below the bridge would require closing of the UPR mainline track and/or constructing an access road along the track by cutting back the existing toe of the slope. Our scope of work excludes borings at the bent locations due to the noted access limitation. This is a variation from the UDOT Geotechnical Manual of Instruction (MOI) in which one boring is recommended at each bridge support. If it is determined that a boring should be drilled at the bents, we will discuss options with the client and UDOT and provide a revised scope and fee for that service.

The previous borings and laboratory test results will be used for our analysis of geotechnical components of this project. Additional borings are not planned.

Activity: 3G2

3G2 Conduct Geotechnical Testing [\(back to table\)](#)

Laboratory testing associated with Terracon's previous exploration at the site will be relied upon for geotechnical recommendations associated with this scope of work. No additional testing is planned.

Activity: 4G1**4G1 Geotechnical Design and Draft Report**[\(back to table\)](#)

Data previously obtained in the field and laboratory along with analysis and recommendations presented in the previous geotechnical report will be reviewed and revised as appropriate to meet UDOT requirements. Results of the review and analysis will be summarized in a draft geotechnical report. The draft engineering report will detail the results of the previous testing performed, provides logs of the previous borings, and a diagram of the site/boring layout. The draft report will include the following:

- n Computer generated boring logs with soil stratification based on visual soil classification.
- n Summarized laboratory data.
- n Groundwater levels observed during drilling.
- n Boring location plan.
- n Subsurface exploration procedures.
- n Encountered soils conditions.
- n Foundation type and depth.
- n Deep foundation resistance.
- n Foundation settlement.
- n Lateral earth pressures.
- n Seismic considerations including analysis of liquefaction and lateral spread.

Activity: 4G2**4G2 Develop Geotechnical Project Documents**[\(back to table\)](#)

Develop geotechnical plan sheets, special provisions, and other documents required for the advertisement of the project.

Activity: 4G3**4G3 Finalize Geotechnical Report**[\(back to table\)](#)

After review, the draft report will be edited and finalized for submittal.

UDOT Staffing Plan

| | | | |
|-------------------|---|-----------------------|---------------------|
| Contract Number: | NEW | Mod: | |
| Project Number: | F-LC49(141) | PIN: | 10961 |
| Project Location: | Spanish Fork Center Street/ US-6 Intersection | | |
| | | UDOT Project Manager: | Justin Schellenberg |

| Employee Name | Contract Job Title | Education/Certification | License Number | Hours | Current Rate | Proposal Rate | Approval Date |
|---------------------------------|--------------------|-------------------------|----------------|-------|--------------|---------------|---------------|
| CHESNUT, RICK | PRINCIPAL | MS - BS | UT-313118 | 7 | \$47.11 | \$47.11 | NTP |
| GILBERT, JEFF | PROJECT ENGINEER | MS | UT-4939571 | 39 | \$32.81 | \$32.81 | NTP |
| MEGEATH, KRISTIAN | STAFF ENGINEER | E.I.T. | | 4 | \$23.08 | \$23.08 | NTP |
| COTTER, JULIE | BILLING MANAGER | BS | | 1 | \$21.00 | \$21.00 | NTP |
| ERICKSON, KRISTY | ADMINISTRATION | | | 2 | \$15.30 | \$15.30 | NTP |
| Total Hours for TERRACON, INC.: | | | | 53 | | | |

UDOT Cost Proposal

| Contract Number: | NEW | Mod: | | |
|-----------------------------------|---|-------------|---------------|--|
| Project Number: | F-LC49(141) | PIN: | 10961 | UDOT Project Manager: Justin Schellenberg |
| Project Location: | Spanish Fork Center Street/ US-6 Intersection | | | |
| Labor Costs | | | | |
| Employee Name | Contract Job Title | Hours | Proposal Rate | Labor Cost |
| CHESNUT, RICK | PRINCIPAL | 7 | \$47.11 | \$329.77 |
| COTTER, JULIE | BILLING MANAGER | 1 | \$21.00 | \$21.00 |
| ERICKSON, KRISTY | ADMINISTRATION | 2 | \$15.30 | \$30.60 |
| GILBERT, JEFF | PROJECT ENGINEER | 39 | \$32.81 | \$1,279.59 |
| MEGEATH, KRISTIAN | STAFF ENGINEER | 4 | \$23.08 | \$92.32 |
| Total Hours: | | 53 | | |
| Total Direct Labor: | | | | \$1,753.28 |
| Overhead: | | | 202.97% | \$3,558.62 |
| Total Direct Labor plus Overhead: | | | | \$5,311.90 |
| Fixed Fee: | | | 11.00% | \$584.31 |
| Burdened Labor Cost: | | | | \$5,896.21 |
| Total Cost for TERRACON, INC.: | | | | \$5,896.21 |

UDOT Hours Derivation

| | | | |
|-------------------|---|-----------------------|---------------------|
| Contract Number: | NEW | Mod: | |
| Project Number: | F-LC49(141) | PIN: | 10961 |
| Project Location: | Spanish Fork Center Street/ US-6 Intersection | | |
| | | UDOT Project Manager: | Justin Schellenberg |

| Employee Name | 1G1 | 3G1 | 3G2 | 4G1 | 4G2 | 4G3 | Total |
|-------------------|-----|-----|-----|-----|-----|-----|-------|
| CHESNUT, RICK | 2 | 1 | 0 | 2 | 1 | 1 | 7 |
| GILBERT, JEFF | 3 | 0 | 1 | 27 | 4 | 4 | 39 |
| MEGEATH, KRISTIAN | 0 | 0 | 0 | 4 | 0 | 0 | 4 |
| COTTER, JULIE | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| ERICKSON, KRISTY | 0 | 0 | 0 | 1 | 0 | 1 | 2 |

Terracon

KLEINFELDER WEST, INC.

Sub to PARSONS TRANSPORTATION GROUP

UDOT Executive Summary

| | | | | | |
|------------------|--|------|-------|-----------------------|---------------------|
| Contract Number: | NEW | Mod: | | | |
| Project Number: | F-LC49(141) | PIN: | 10961 | UDOT Project Manager: | Justin Schellenberg |
| PIN Description: | Spanish Fork Center Street/US-6 Intersection | | | | |

Brief Description

PROJECT UNDERSTANDING

Center US 6 Connection project "the Project" proposes bridge expansion, addition of travel lanes, and intersection improvements. The project will widen the existing bridge known as "Cut Bridge" from two lanes to five lanes with a separate pedestrian walkway. Three intersection improvements will be made on Center Street: 1100 East, US-6, and Cut Bridge Slant Road. The improvements at 1100 East and US-6 will include new signals. Two intersection alternatives will be evaluated at Slant Road; a roundabout and signalized intersection. Center Street, a major arterial road will be widened from three lanes to five lanes from 1150 East to 1430 East, with intersection improvements at Center Street and US 6.

The following summarizes our proposed scope of service:

AIR QUALITY IMPACT ANALYSIS:

The project is located in Utah County which is designated as a non-attainment area for particulate matter 10 microns or less (PM₁₀) and PM_{2.5}. However, the project is not categorized as a "project of air quality concern" and therefore does not require a quantitative project-level impact analysis for particulates. Therefore, Kleinfelder will provide a qualitative discussion of particulate matter (PM₁₀ and PM_{2.5}) as it relates to project conditions. Due to the project's location in Spanish Fork, which is designated as attainment for carbon monoxide (CO), no CO hotspot analysis is required.

Based on the Federal Highway Administration's (FHWA's) tiered approach for analyzing mobile source air toxics (MSATs) in environmental documents, this project will be categorized as "Tier 2" with low potential MSAT effects. Accordingly, Kleinfelder will provide a qualitative analysis of the expected effect of the project on traffic volumes, vehicle miles traveled, vehicle mix, etc. and the associated changes in MSATs.

Kleinfelder will prepare an air quality analysis technical memorandum for inclusion in the environmental document.

TRAFFIC NOISE IMPACT ANALYSIS:

Kleinfelder will perform a traffic noise impact analysis to assess existing and project-related noise levels in the study area. The analysis will be performed for current and future (design year) noise levels for the no-build and one build alternative FHWA Traffic Noise Model (TNM). The noise impact analysis will include calibrating the model using existing noise levels measured along the project corridor. Kleinfelder will prepare a technical memorandum for inclusion in the

environmental document, being prepared by Parsons, summarizing the noise analysis, methodology, and results. Kleinfelder will prepare visual aids of the noise study results for use at public meetings and will attend one public meeting.

At the direction of UDOT personnel, our scope of services does not include noise mitigation modeling (barrier wall analysis). Do to the nature of the project corridor, with residential driveways entering the majority of the corridor; noise mitigation would not be feasible.

COST SUMMARY

Kleinfelder's estimated cost to perform this scope of work is \$23,800. A detailed cost estimate is attached. Kleinfelder will perform our services under contract to Parsons; a contract will be negotiated if this proposal meets with your approval.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal is valid for a period of 45 days from the date of this proposal, unless a longer period is specifically required by the RFP in which case that time frame will apply. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

Project Team

None

Assumptions

Air Quality Impact Analysis Assumptions

- Kleinfelder will not quantitatively calculate CO emissions or model CO "hotspot" impacts, since the project is entirely located within a CO attainment area; this approach has been verified by UDOT.
- Since the project is not considered as a 'project of air quality concern', Kleinfelder will not qualitatively or quantitatively calculate particulate matter (PM10 and PM2.5) emissions or model their impacts.
- Kleinfelder will not model MSAT emissions, only a qualitative analysis (per FHWA guidance) will be included. Parsons will provide Kleinfelder with traffic information including but not limited to vehicle miles traveled, travel speeds and vehicle mix.
- As part of this project, we assume that no air monitoring or sampling will be conducted other than what may have been conducted in the area previously by UDAQ.
- Our cost estimate assumes addressing one round of comments, and also assumes that comments are largely editorial in nature. If required, additional scope will be discussed with UDOT in order to arrange a change of scope and fees.
- Kleinfelder's deliverable for air quality will consist of an air quality analysis technical memorandum to be submitted in the project environmental document. Qualitative analysis of potential MSAT emission changes among the various project scenarios will be included.

Traffic Noise Impact Analysis Assumptions:

- The project traffic study will be provided prior to beginning noise modeling.
- Roadway design (footprint and elevations) must be provided prior to beginning noise modeling.
- Noise mitigation (barrier wall) analysis WILL NOT be conducted.
- Land use information along the project corridor will be provided to Kleinfelder by the project team.
- No public balloting will be performed for barrier wall acceptance under this scope of work.
- Kleinfelder will prepare a one draft and one final technical memorandum of the Affected Environment/Environmental Consequences Noise Section for the environmental document. The memorandum will include tables and figures showing the noise levels and impacted receptors.
- Kleinfelder will prepare a detailed noise impact analysis report documenting the project methodology and results for submission as an addendum to the environmental document.
- Visual aids presenting the noise impact results will be prepared for use at one public meetings.
- Kleinfelder staff will attend one public meeting to present the noise impact analysis and mitigation modeling results. One person will attend.
- Kleinfelder will respond to public comments regarding noise as necessary but we have assumed the level of effort to respond will be no more than 4 hours of staff time.

Phasing

No phases

Kleinfelder

Fee Type

Cost plus fixed fee with 11% fee on labor

KLEINFELDER WEST, INC.

Sub to PARSONS TRANSPORTATION GROUP

UDOT Work Plan

| | | | | | |
|------------------|--|------|-------|-----------------------|---------------------|
| Contract Number: | NEW | Mod: | | | |
| Project Number: | F-LC49(141) | PIN: | 10961 | UDOT Project Manager: | Justin Schellenberg |
| PIN Description: | Spanish Fork Center Street/US-6 Intersection | | | | |

Activity: 2E1

2E1 Analyze Environmental Resources (Traffic Noise and Air Quality Resource Impacts)

PROJECT UNDERSTANDING

Center US 6 Connection project "the Project" proposes bridge expansion, addition of travel lanes, and intersection improvements. The project will widen the existing bridge known as "Cut Bridge" from two lanes to five lanes with a separate pedestrian walkway. Three intersection improvements will be made on Center Street: 1100 East, US-6, and Cut Bridge Slant Road. The improvements at 1100 East and US-6 will include new signals. Two intersection alternatives will be evaluated at Slant Road; a roundabout and signalized intersection. Center Street, a major arterial road will be widened from three lanes to five lanes from 1150 East to 1430 East, with intersection improvements at Center Street and US 6.

The following summarizes our proposed scope of service:

AIR QUALITY IMPACT ANALYSIS:

The project is located in Utah County which is designated as a non-attainment area for particulate matter 10 microns or less (PM₁₀) and PM_{2.5}. However, the project is not categorized as a "project of air quality concern" and therefore does not require a quantitative project-level impact analysis for particulates. Therefore, Kleinfelder will provide a qualitative discussion of particulate matter (PM₁₀ and PM_{2.5}) as it relates to project conditions. Due to the project's location in Spanish Fork, which is designated as attainment for carbon monoxide (CO), no CO hotspot analysis is required.

Based on the Federal Highway Administration's (FHWA's) tiered approach for analyzing mobile source air toxics (MSATs) in environmental documents, this project will be categorized as "Tier 2" with low potential MSAT effects. Accordingly, Kleinfelder will provide a qualitative analysis of the expected effect of the project on traffic volumes, vehicle miles traveled, vehicle mix, etc. and the associated changes in MSATs.

Kleinfelder will prepare an air quality analysis technical memorandum for inclusion in the environmental document.

TRAFFIC NOISE IMPACT ANALYSIS:

Kleinfelder will perform a traffic noise impact analysis to assess existing and project-related noise levels in the study area. The analysis will be performed for current and future (design year) noise levels for the no-build and one build

alternative FHWA Traffic Noise Model (TNM). The noise impact analysis will include calibrating the model using existing noise levels measured along the project corridor. Kleinfelder will prepare a technical memorandum for inclusion in the environmental document, being prepared by Parsons, summarizing the noise analysis, methodology, and results. Kleinfelder will prepare visual aids of the noise study results for use at public meetings and will attend one public meeting.

At the direction of UDOT personnel, our scope of services does not include noise mitigation modeling (barrier wall analysis). Do to the nature of the project corridor, with residential driveways entering the majority of the corridor; noise mitigation would not be feasible.

COST SUMMARY

Kleinfelder's estimated cost to perform this scope of work is \$23,800. A detailed cost estimate is attached. Kleinfelder will perform our services under contract to Parsons; a contract will be negotiated if this proposal meets with your approval.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal is valid for a period of 45 days from the date of this proposal, unless a longer period is specifically required by the RFP in which case that time frame will apply. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

Activity: 3E1

3E1 Write Categorical Exclusion Document

Kleinfelder will provide technical memorandums for inclusion in the environmental document specific to air quality and noise impact analysis. A draft and final memorandum will be provide for the two topics.

Activity: 3E2

Kleinfelder will prepare two display boards describing noise impacts and attend one public hearing.

UDOT Staffing Plan

| | | | |
|-------------------|---|-----------------------|---------------------|
| Contract Number: | NEW | Mod: | |
| Project Number: | F-LC49(141) | PIN: | 10961 |
| Project Location: | Spanish Fork Center Street/ US-6 Intersection | | |
| | | UDOT Project Manager: | Justin Schellenberg |

| Employee Name | Contract Job Title | Education/Certification | License Number | Hours | Current Rate | Proposal Rate | Approval Date |
|---|------------------------|-------------------------|----------------|-------|--------------|---------------|---------------|
| RUEBELMANN, KERRY | SENIOR PRINCIPAL | PG | | 2 | \$73.19 | \$73.19 | NTP |
| HILLARD, CORINNE | SENIOR PROJECT MANAGER | PG | | 36 | \$47.40 | \$47.40 | NTP |
| MERKLEY, RYAN | SENIOR PROFESSIONAL | | | 4 | \$47.12 | \$47.12 | NTP |
| HOOPER 08/13, MARK | SENIOR PROFESSIONAL | | | 10 | \$45.80 | \$45.80 | NTP |
| PATAY, JANET | CADD TECH | | | 6 | \$36.91 | \$36.91 | NTP |
| HAGAN, KARIN | CADD TECH | | | 6 | \$33.55 | \$33.55 | NTP |
| NAIR, AMIT | STAFF PROFESSIONAL | | | 112 | \$29.45 | \$29.45 | NTP |
| ALVARO, ANDREW 08/13 | STAFF PROFESSIONAL II | | | 4 | \$27.33 | \$27.33 | NTP |
| BERGER, DANIELLE | CADD TECH | | | 8 | \$24.04 | \$24.04 | NTP |
| PARK, COREY | FIELD SERVICES | | | 2 | \$23.55 | \$23.55 | NTP |
| HOVANEC 08/13, ELIZABETH | ADMIN/WORD PROCESSOR | | | 10 | \$22.91 | \$22.91 | NTP |
| EADOR, AUDRI 08/13 | ACCOUNTANT | | | 12 | \$21.76 | \$21.76 | NTP |
| MITH, MIKAELA | ADMIN/WORD PROCESSOR | HS | | 6 | \$16.50 | \$16.50 | NTP |
| NIGHTS, KATIE | ADMIN/WORD PROCESSOR | | | 4 | \$15.10 | \$15.10 | NTP |
| Total Hours for KLEINFELDER WEST, INC.: | | | | 222 | | | |

UDOT Cost Proposal

| Contract Number: | NEW | Mod: | | | |
|--|---|-------------|---------------|------------------------------|---------------------|
| Project Number: | F-LC49(141) | PIN: | 10961 | UDOT Project Manager: | Justin Schellenberg |
| Project Location: | Spanish Fork Center Street/ US-6 Intersection | | | | |
| Labor Costs | | | | | |
| Employee Name | Contract Job Title | Hours | Proposal Rate | Labor Cost | |
| ALVARO, ANDREW 08/13 | STAFF PROFESSIONAL II | 4 | \$27.33 | \$109.32 | |
| BERGER, DANIELLE | CADD TECH | 8 | \$24.04 | \$192.32 | |
| HAGAN, KARIN | CADD TECH | 6 | \$33.55 | \$201.30 | |
| HILLARD, CORINNE | SENIOR PROJECT MANAGER | 36 | \$47.40 | \$1,706.40 | |
| HOOYER 08/13, MARK | SENIOR PROFESSIONAL | 10 | \$45.80 | \$458.00 | |
| HOVANEC 08/13, ELIZABETH | ADMIN/WORD PROCESSOR | 10 | \$22.91 | \$229.10 | |
| KNIGHTS, KATIE | ADMIN/WORD PROCESSOR | 4 | \$15.10 | \$60.40 | |
| MEADOR, AUDRI 08/13 | ACCOUNTANT | 12 | \$21.76 | \$261.12 | |
| MERKLEY, RYAN | SENIOR PROFESSIONAL | 4 | \$47.12 | \$188.48 | |
| NAIR, AMIT | STAFF PROFESSIONAL | 112 | \$29.45 | \$3,298.40 | |
| PARK, COREY | FIELD SERVICES | 2 | \$23.55 | \$47.10 | |
| PATAY, JANET | CADD TECH | 6 | \$36.91 | \$221.46 | |
| RUEBELMANN, KERRY | SENIOR PRINCIPAL | 2 | \$73.19 | \$146.38 | |
| SMITH, MIKAELA | ADMIN/WORD PROCESSOR | 6 | \$16.50 | \$99.00 | |
| Total Hours: | | 222 | | | |
| Total Direct Labor: | | | | \$7,218.78 | |
| Overhead: | | | 178.94% | \$12,917.30 | |
| Total Direct Labor plus Overhead: | | | | \$20,136.08 | |
| Fixed Fee: | | | 11.00% | \$2,214.97 | |
| Burdened Labor Cost: | | | | \$22,351.05 | |
| Other Direct Charges | | | | | |
| ODC Item | Unit of Measure | Qty | Item Cost | Extended Cost | |
| NOISE METER RENTAL | WEEK | 1.0 | \$500.000 | \$500.00 | |
| BOARDS - PUBLIC INVOLVMENT MTG | EACH | 2.0 | \$100.000 | \$200.00 | |
| 11X17 COLOR COPIES | EACH | 50.0 | \$1.000 | \$50.00 | |
| 22X34 COLOR PLOTS | EACH | 10.0 | \$5.000 | \$50.00 | |
| 30X42 GIS PLOTS | EACH | 12.0 | \$7.000 | \$84.00 | |
| 8.5X11 BW COPIES | EACH | 500.0 | \$.100 | \$50.00 | |
| 8.5X11 COLOR COPIES | EACH | 100.0 | \$.500 | \$50.00 | |
| MILEAGE IRS RATE (JAN 1, 2014) | EACH | 300.0 | \$.560 | \$168.00 | |
| Total Other Direct Charges: | | | | \$1,152.00 | |
| Total Cost for KLEINFELDER WEST, INC.: | | | | \$23,503.05 | |

UDOT Hours Derivation

| | | | |
|-----------------------|---|------|-------|
| Contract Number: | NEW | Mod: | |
| Project Number: | F-LC49(141) | PIN: | 10961 |
| Project Location: | Spanish Fork Center Street/ US-6 Intersection | | |
| UDOT Project Manager: | Justin Schellenberg | | |

| Employee Name | 2E1 | 3E1 | 3E2 | | | | | | | | | | | | | | Total |
|-----------------------------|-----|-----|-----|--|--|--|--|--|--|--|--|--|--|--|--|--|-------|
| RUEBELMANN, KERRY | 2 | 0 | 0 | | | | | | | | | | | | | | 2 |
| HILLARD, CORINNE | 20 | 4 | 12 | | | | | | | | | | | | | | 36 |
| MERKLEY, RYAN | 0 | 4 | 0 | | | | | | | | | | | | | | 4 |
| HOOYER 08/13, MARK | 0 | 8 | 2 | | | | | | | | | | | | | | 10 |
| PATAY, JANET | 2 | 0 | 4 | | | | | | | | | | | | | | 6 |
| HAGAN, KARIN | 6 | 0 | 0 | | | | | | | | | | | | | | 6 |
| NAIR, AMIT | 76 | 30 | 6 | | | | | | | | | | | | | | 112 |
| ALVARO, ANDREW 08/13 | 4 | 0 | 0 | | | | | | | | | | | | | | 4 |
| BERGER, DANIELLE | 4 | 4 | 0 | | | | | | | | | | | | | | 8 |
| PARK, COREY | 2 | 0 | 0 | | | | | | | | | | | | | | 2 |
| HOVANEK 08/13, ELIZABETH | 0 | 10 | 0 | | | | | | | | | | | | | | 10 |
| MEADOR, AUDRI 08/13 | 12 | 0 | 0 | | | | | | | | | | | | | | 12 |
| MITH, MIKAELA | 0 | 6 | 0 | | | | | | | | | | | | | | 6 |
| NIGHTS, KATIE | 0 | 4 | 0 | | | | | | | | | | | | | | 4 |

Kleinfelder

UMS

UTILITY MAPPING SERVICES

Sub to PARSONS TRANSPORTATION GROUP

UDOT Executive Summary

| | | | | | |
|------------------|--|------|-------|-----------------------|---------------------|
| Contract Number: | NEW | Mod: | | | |
| Project Number: | F-LC49(141) | PIN: | 10961 | UDOT Project Manager: | Justin Schellenberg |
| PIN Description: | Spanish Fork Center Street/US-6 Intersection | | | | |

Brief Description

Utility Mapping Services (UMS) scope of work is to perform utility marking and vacuum excavation services as a subconsultant to support the subject design preparation effort in which Parsons (a.k.a. "Client") is the prime consultant under contract with the Utah Department of Transportation (UDOT, a.k.a. "Owner"). The work described within this scope of work (SOW) is to be conducted under a contract between the Client and UMS. The scope of work includes utility marking and vacuums excavation services specified project limits identified by the Client. Work will be performed in compliance with applicable Utah Department of Transportation (UDOT) design standards and procedures.

For this project, utility marking and vacuum excavations services will include the following:

- Field marking of buried facilities; (location survey and CADD depiction to be performed by others, accordingly responsibility for positional accuracies are not the responsibility of UMS)
- Utilities to be included in the field marking effort will be limited to *communication and natural gas mainlines, along with any UDOT traffic system alignments*. All other facilities, including those owned and maintained by Spanish Fork City, are not included in the field effort.
- Vacuum excavations at specific utility target locations (to be identified by UDOT and/or Parsons).
- This scope of work is intended to incorporate and stem from previous efforts performed by the Owner and their consultants.
- The utility marking results for this investigation will be current as of the completion date of the field work. Supplemental investigative efforts may be required should significant time elapse between the completion of this investigation and the actual design and construction of the project

The Client is responsible for the location survey and CADD depiction, along with the corresponding completeness and accuracy, of all utility infrastructure identified by UMS in the field during the utility marking effort. UMS will review CADD file depictions of the noted utilities as prepared by the Client.

The UMS project limits include marking the above mentioned utilities along Center Street, from 1100 East to just south of 130 North in Spanish Fork. The area will also include approximately 450 feet along US-6, on each leg of the intersection at US-6 & Center Street. UMS estimates one day for a two-person crew to complete the utility marking investigation of approximately 4,000 lineal feet of utilities. Associated labor and costs may increase if actual conditions deviate from those assumed for this estimate.

Project Team

UMS will perform the utility marking for the project area. UMS will also be involved in the test hole/pothole activities.

Utah Barricade will provide any necessary traffic control for all activities.

Subsurface Utility Exploration (S.U.E.) will provide the vacuum excavation services for those test holes/potholes needed for the project.

Assumptions

UMS estimates 1 day for a two-person crew to complete the utility marking investigation of approximately 4,000 lineal feet of utilities. Associated labor and costs may increase if actual conditions deviate from those assumed for this estimate.

For the utility marking effort, the Client will be responsible for the following tasks:

- Location survey of the designated utilities, and
- Development of utility reference CADD file and utility sheets.

UMS will complete the final QA review of the project files and utility sheets. UMS is not responsible for marking facilities which are owned and/or maintained by Spanish Fork City.

For the vacuum excavation effort, the Client will be responsible for the following tasks:

- Location survey of the vacuum excavation test holes, and
- Further development of the utility reference CADD file and utility sheets.

UMS will complete a QA review of the project files and utility sheets.

Project Assumptions:

- Confined space entry will not be required during the initial field marking effort.
- Special traffic control measures (i.e. flaggers) will not be required.

The Owner will:

- Provide highway information showing the project limits, alignment, profile, survey control points, benchmark data, drainage, coordinate data, CADD files, aerial photographs, and any other applicable information.
- Provide a preliminary list of utilities or agency contact persons within the project limits.
- Provide any utility information that others have previously obtained.
- Conduct location survey of all field markings of buried alignments and identified surface utility features, transcribe all survey information onto a UDOT standard format CADD utility reference file, and verify and assume responsibility for positional accuracy and completeness.

For this effort, UMS is only responsible for the specific utilities detailed in this work scope. UMS will not verify previous investigative utility work and therefore shall not be held responsible for the accuracy or completeness of all previous activities completed by others on this project. ***This is not a 100% sweep of the project area limits***, but retracing distinct, known, detectable utility alignments within the project area to obtain horizontal utility locations wherever possible, collating information from records obtained from the utility owners, and relating records with observable surface features. A possibility will always exist that abandoned, forgotten, non-detectable or undocumented utilities are not mapped using standard utility marking and investigation procedures previously described. Utilities possessing any characteristics mentioned below can be overlooked while following standard utility investigative procedures:

- . • Utilities without apparent records available and without apparent surface features.
- . • Utilities with records which are illegible or incomplete.
- . • Utilities that are falsely reported or falsely represented by the owner as lying a significant distance from the true position.
- . • Abandoned utilities.
- . • Utilities buried excessively deep, beyond detection limits of standard designating equipment and standard vacuum excavation equipment.
- . • Non-conductive utilities buried in clay soil with no apparent surface features.

A pragmatic effort will be made to systematically designate and depict buried utilities within the corridor to the extent practical for the authorized project budget and schedule. UMS must be kept advised throughout the design process to: 1) assess subsequent verbal accounts or record evidence on infrastructure which do not agree with or contradict the provided information; 2) evaluate designer interpretation and usage of the utility data; and 3) provide recommendations for further utility investigations as deemed prudent. Final utility plans are for design purposes only and reflect subsurface utility conditions at the time surveyed. Existing utility locations depicted on the plans do not supersede Bluestakes of Utah notification demarcations of buried utilities, nor relieve the contractor from the legal requirement to call "One Call" 48-hours prior to construction. The Owner and UMS should be notified of any discrepancies between the utility marking and "One Call" notification markings, and caution shall be used by the contractor until the discrepancies are resolved.

Phasing

Utility Marking Activities

Activity 1100 – Preparation, Meetings, Progress Report

Project preparation and management, field and office personnel meetings

Develop traffic control plan (if required)

Submittal of monthly progress reports (if necessary)

Activity 1200 – Mobilization

Mobilization of field crews for the utility marking investigation

Activity 1300 – Records Research & Review

Coordination with utility representatives to obtain record information

Research and review of record information

Research and review of survey control data - to be completed by Client

Activity 1400 – Utility Marking

Field work required to mark the previously noted utilities within the project corridor

All other utilities, including Spanish Fork City facilities, will be the responsibility of others

Activity 1500 – Engineering Survey - to be completed by the Client

Survey effort required to document the designated utilities

Activity 1600 – CADD development - to be completed by the Client

Develop CADD utility reference file and utility sheets

Create utility sheet files

Activity 1700 – QA/QC

Quality assurance review of the CADD file created by the Client.

Compare field notes and sketches to record information

Verify utility reference file matches field notes and sketches

Verify engineering survey data meets acceptable standards and tolerances - to be completed by Client

Activity 1900 – Submittal preparation

Summary review of the CADD file provided by the Client

Vacuum Excavation Activities

Activity 2100 – Work Plan, H & S, Traffic, Permits

Create vacuum excavation work plan

WMS

Develop Health and Safety plan for field crew

Develop traffic control plan

Obtain necessary permits

Activity 2200 – Mobilization

Mobilization for field crew for the vacuum excavation investigation

Activity 2300 – Test Hole Staking – to be completed by the Client

Survey effort required to stake test hole locations

Activity 2400 – Utility Locating

Field work required to complete the vacuum excavations

Activity includes both the locate personnel and vac truck operator

Activity includes verification of exposed feature, digital photographs and data logging

Activity 2500 – Survey – to be completed by the Client

Survey effort required to document the final test hole locations.

Activity 2600 – CADD Development – to be completed by the Client

Preparation of CADD drawings which incorporate the results of the vacuum excavation investigation

Activity 2700 – QA/QC

Quality assurance review of the vacuum excavation investigation

Compare field notes and sketches to record and CADD information

Activity 2900 – Submittal Preparation

Summary review of the CADD file provided by the Client

Fee Type

Cost plus fixed fee.

UTILITY MAPPING SERVICES

Sub to PARSONS TRANSPORTATION GROUP

UDOT Work Plan

| | | | | | |
|------------------|--|------|-------|-----------------------|---------------------|
| Contract Number: | NEW | Mod: | | | |
| Project Number: | F-LC49(141) | PIN: | 10961 | UDOT Project Manager: | Justin Schellenberg |
| PIN Description: | Spanish Fork Center Street/US-6 Intersection | | | | |

Activity: 2U1

Activity will include marking communication, natural gas and UDOT facilities within the project limits.

- UMS will not be responsible for marking any Spanish Fork City facilities.
- UMS will not be responsible for any surveying activities.
- UMS will provide a review of the existing utility file upon completion by Parsons.

Activity: 3U3

Activity will include performing up to 8 test holes in the asphalt and 2 test holes in unimproved surfaces.

- UMS will not be responsible for surveying activities.
- UMS will provide a review of the updated existing utility file created by Parsons.

UDOT Staffing Plan

| | | | |
|-------------------|---|---------------------|-------|
| Contract Number: | NEW | Mod: | |
| Project Number: | F-LC49(141) | PIN: | 10961 |
| Project Location: | Spanish Fork Center Street/ US-6 Intersection | | |
| | UDOT Project Manager: | Justin Schellenberg | |

| Employee Name | Contract Job Title | Education/Certification | License Number | Hours | Current Rate | Proposal Rate | Approval Date |
|---|------------------------------|-------------------------------|-----------------|-------|--------------|---------------|---------------|
| MEIS, PHILIP | PRINCIPAL ENGINEER | M.S. GEOPHYSICAL ENGINEERING | UT-5099195-2202 | 2 | \$41.00 | \$41.00 | NTP |
| KENT, RODNEY | SENIOR ENGINEER | B.S. CIVIL ENGINEERING | NV-017147 | 2 | \$40.56 | \$40.56 | NTP |
| GREER, CAMERON | PROJECT MANAGER/ENGINEER | B.S. CONSTRUCTION ENGINEERING | | 5 | \$34.47 | \$34.47 | NTP |
| MITCHELL, JEFF | SUE FIELD OPERATIONS MANAGER | HIGH SCHOOL | | 10 | \$28.01 | \$28.01 | NTP |
| SHARP, LARRY | SUE FIELD SPECIALIST I | HIGH SCHOOL | | 27 | \$24.38 | \$24.38 | NTP |
| STUEVE, BRYAN | RESOURCE MANAGER | B.S. BUSINESS ADMINISTRATION | | 2 | \$24.36 | \$24.36 | NTP |
| Total Hours for UTILITY MAPPING SERVICES: | | | | | | | 48 |

ums

UDOT Cost Proposal

| Contract Number: | NEW | Mod: | | |
|---|---|-------------|---------------|-------------------|
| Project Number: | F-LC49(141) | PIN: | 10961 | |
| UDOT Project Manager: | Justin Schellenberg | | | |
| Project Location: | Spanish Fork Center Street/ US-6 Intersection | | | |
| Labor Costs | | | | |
| Employee Name | Contract Job Title | Hours | Proposal Rate | Labor Cost |
| GREER, CAMERON | PROJECT-MANAGER/ENGINEER | 5 | \$34.47 | \$172.35 |
| KENT, RODNEY | SENIOR ENGINEER | 2 | \$40.56 | \$81.12 |
| MEIS, PHILIP | PRINCIPAL ENGINEER | 2 | \$41.00 | \$82.00 |
| MITCHELL, JEFF | SUE FIELD OPERATIONS MANAGER | 10 | \$28.01 | \$280.10 |
| SHARP, LARRY | SUE FIELD SPECIALIST I | 27 | \$24.38 | \$658.26 |
| STUEVE, BRYAN | RESOURCE MANAGER | 2 | \$24.36 | \$48.72 |
| Total Hours: | | 48 | | |
| Total Direct Labor: | | | | \$1,322.55 |
| Overhead: | | | 166.51% | \$2,202.18 |
| Total Direct Labor plus Overhead: | | | | \$3,524.73 |
| Fixed Fee: | | | 11.00% | \$387.72 |
| Burdened Labor Cost: | | | | \$3,912.45 |
| Other Direct Charges | | | | |
| ODC Item | Unit of Measure | Qty | Item Cost | Extended Cost |
| CADD STATION | HOUR | 2.0 | \$8.000 | \$16.00 |
| TRAFFIC CONTROL | DAY | 1.0 | \$600.000 | \$600.00 |
| FACILITIES CAPITAL COST OF \$ | UNIT | 1.0 | \$15.210 | \$15.21 |
| SPECIALTY FIELD VEHICLE | MILE | 340.0 | \$0.560 | \$190.40 |
| S.U.E. EQUIPMENT OPERATOR | HOUR | 16.0 | \$70.000 | \$1,120.00 |
| S.U.E. VAC TRUCK | HOUR | 12.0 | \$200.000 | \$2,400.00 |
| S.U.E. VAC TRUCK MILEAGE | MILE | 220.0 | \$1.800 | \$396.00 |
| CITY PERMITS AND BONDS | EACH | 1.0 | \$450.000 | \$450.00 |
| Total Other Direct Charges: | | | | \$5,187.61 |
| Total Cost for UTILITY MAPPING SERVICES: | | | | \$9,100.06 |

UTILITY MAPPING SERVICES

Sub to PARSONS TRANSPORTATION GROUP

UDOT Hours Derivation

| | | | |
|-------------------|---|---------------------|-------|
| Contract Number: | NEW | Mod: | |
| Project Number: | F-LC49(141) | PIN: | 10961 |
| Project Location: | Spanish Fork Center Street/ US-6 Intersection | | |
| | UDOT Project Manager: | Justin Schellenberg | |

| Employee Name | 2U1 | 3U3 | Total |
|----------------|-----|-----|-------|
| MEIS, PHILIP | 1 | 1 | 2 |
| KENT, RODNEY | 1 | 1 | 2 |
| GREER, CAMERON | 3 | 2 | 5 |
| MITCHELL, JEFF | 10 | 0 | 10 |
| SHARP, LARRY | 10 | 17 | 27 |
| STUEVE, BRYAN | 1 | 1 | 2 |

ams

MEMO

To: Mayor and Council
From: Jason Sant
Date: 11 March 2014
Re: American Tower Lease Amendment

On the City Council agenda, for March 18, is an item to approve a contract amendment for American Tower. In your City Council Meeting of October 1, 2013, you discussed a contract extension proposal from American Tower. American Tower originally wanted an extension for an additional 40 years beyond the current contract, however, it was agreed upon that you would approve a term of up to a 15 year extension. Before you is the amendment to the original contract extending the term for an additional 15 years. The amendment only adds 15 years and does not change any other term as written in the original contract..

Since this is a minor amendment, it is on the consent agenda.



L Y L E

The Lyle Company
3140 Gold Camp Dr., Suite 30
Rancho Cordova, CA 95670

An Authorized Agent of
American Tower Corporation



AMERICAN TOWER*
CORPORATION
116 Huntington Ave., 11th Floor
Boston, MA 02116

March 6, 2014

Spanish Fork City
Attn: Jason Sant, Attorney for the City
40 South Main St
Spanish Fork, UT 84660-2031

Site # 272457 - SPANISH FORK UT

Dear Mr. Sant:

Enclosed are your documents for your Lease Amendment and Memorandum of Lease as we discussed. Handwritten changes are not allowed. Please contact me directly should you need to discuss this Lease Amendment. Please return no later than **04/04/2014**.

Before executing and returning your documents, please review the following checklist:

- Completed W-9
- Completed Resolution and Consent Affidavit – **See instructions on how to complete the form**
- Two **complete** sets (**single side only!**) of the **Lease Amendment** and the **Memorandum of Lease Agreement** that are signed, witnessed and notarized
- Witnesses signed and printed their name? *Please note that someone other than the signee must witness and sign.*
- Notary has completed all required fields and included his/her seal? (**See Check-Off List** - *Please note that a family member associated with the transaction **cannot** notarize your signature; it must be a third party.*)

Please use the enclosed prepaid FedEx envelope to return your signed documents. If you do not have a FedEx drop-off location near you, please let me know and I will get you a pre-paid USPS label.

Thank you for your prompt attention. We will return to you a fully executed set of documents after county recording is completed. I will be in touch to review these documents and answer any questions you may have.

Sincerely,

Lee Morse

**The Lyle Company
An American Tower Lease Consultant
3140 Gold Camp Drive, Suite #30
Rancho Cordova, CA 95760
Phone: (916) 425-0125
Email: lmorse@lyleco.com**

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | |
|---|--|--|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Employer identification number | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Kristen King Jaiven, Esq.
ATC Site No: 272457
ATC Site Name: Spanish Fork UT
Assessor's Parcel No(s): 290550008

RESOLUTION AND CONSENT AFFIDAVIT

Spanish Fork City, a Municipal Corporation

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to American Towers LLC, a Delaware limited liability company (the "**Tenant**") under a Utah Option and Lease Agreement originally dated October 30, 2006 (as the same may have been amended, renewed, extended, restated or otherwise modified, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment, a copy of which is attached hereto as **Exhibit A** and by this reference made a part hereof.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

WITNESS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

WITNESS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

WITNESS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

THE SECOND AMENDMENT TO UTAH OPTION AND LEASE AGREEMENT

This Second Amendment to Utah Option and Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Spanish Fork City**, a Municipal Corporation ("**Landlord**") and **American Towers LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Utah Option and Lease Agreement dated 10/30/2006 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of One Thousand and No/100 Dollars (\$1,000.00), payable within thirty (30) days of the last to occur of the following: (a) Tenant's receipt of this Amendment executed by Landlord, on or before April 4, 2014; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in this Amendment or in the Lease, the Parties agree that the Lease originally commenced on October 24, 2007. Tenant shall have the option to extend the Lease for each of three (3) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence simultaneously with the expiration of the Lease, taking into account all existing renewal term(s) (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**") available under the Lease. Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than sixty (60) days prior to the expiration of the then current term and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the 60-day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the 60-day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal

Term(s).

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "**Rent**") shall continue in full force and effect through the New Renewal Term(s). Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Spanish Fork City Utah**.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the Leased Premises and any other portions of the Parent Parcel prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent and/or approval from Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant, Landlord hereby agrees promptly to execute and deliver building permits, zoning applications and other forms and documents required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and subleases. Landlord hereby acknowledges and agrees that Tenant shall have the right, exercisable by Tenant at any time during the term of the Lease, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon an as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate the foregoing description replacements, including, without limitation, amendments to the Lease and the Memorandum. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Right of First Refusal.** If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part or (ii) assign all or any portion of Landlord's interest in the Lease to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") [any such offer, the "**Offer**"], Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this

Section shall survive the execution and delivery of this Amendment.

6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
7. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except for Landlord's attorney, accountant, broker or lender, if any, or if otherwise required by applicable law, regulation or rule of any governmental authority, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
8. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 40 South Main Street, Spanish Fork, UT 84660; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
9. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of

the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

10. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
11. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

Spanish Fork City,
a Municipal Corporation

Signature: _____

Print Name: Steve Leifson

Title: Mayor

Date: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

American Towers LLC,
a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Beg. at a point 3386' N & 2996' W of the SE Cor. Sec 12, T9s, R3E, SLB&M; thence N 14*17' E 760 ft; th N 4*10' E 246 ft; th n 1*25' S 287 ft; th N 13*52' W 158ft; th N 25*25' E 93 ft; th N 23*17' W 89 ft; th N 85*00' E 476 ft; th S 31*09' E 1298 ft; th S 40*27' W 830 ft; th S 86*51' W 446 ft; th N 71* 12' W 337 ft to the beginning & Containing 34.5 Acres

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) two thousand five hundred (2,500) square feet; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

HILLSIDE LEASE PARCEL DESCRIPTION

A parcel of land being part of an entire tract of land conveyed to Spanish Fork City, a Municipal Corporation of the State of Utah, Deed recorded as Entry No. 4341 in Book 401 at Page 210 of the Official Records of the Utah County Recorder and situate in the Northeast Quarter of Section 12, Township 9 South, Range 3 East, Salt Lake Base and Meridian, Utah County, Utah. The boundaries of said parcel are described as follows, to wit:

Beginning at a point which is 1312.70 feet NORTH and 1706.74 WEST from the East Quarter Corner of said Section 12 and running thence S.58°08'17"W 50.00 feet; thence N.31°51'43"W 50.00 feet; thence N.58°08'17"E 50.00 feet; thence S.31°51'43"E 50.00 feet to the point of beginning. The above-described part of an entire tract contains 2500 square feet or 0.057 acre.

NOTE: Bearings are Utah State Plane Central Zone Grid.

PUMPHOUSE LEASE PARCEL DESCRIPTION

A parcel of land being part of an entire tract of land conveyed to Spanish Fork City, a Municipal Corporation of the State of Utah, Deed recorded as Entry No. 4341 in Book 401 at Page 210 of the Official Records of the Utah County Recorder and situate in the Northeast Quarter of Section 12, Township 9 South, Range 3 East, Salt Lake Base and Meridian, Utah County, Utah. The boundaries of said parcel are described as follows, to wit:

Beginning at a point which is 2009.64 feet NORTH and 2708.19 WEST from the East Quarter Corner of said Section 12 and running thence S.85°14'25"W 10.00 feet; thence N.04°45'35"W 12.00 feet; thence N.85°14'25"E 10.00 feet; thence S.04°45'35"E 12.00 feet to the point of beginning. The above-described part of an entire tract contains 120 square feet or 0.003 acre.

NOTE: Bearings are Utah State Plane Central Zone Grid.

EXHIBIT A (continued)

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

ACCESS ROAD LEGAL DESCRIPTION

A strip of land 12 feet in width situate in the East Half of Section 12, Township 9 South, Range 3 East, Salt Lake Base and Meridian, Utah County, Utah. The boundaries of said parcel are described as follows, to wit:

Beginning at a point on the northeasterly right of way line of US Highway 6 which is 984.14 feet SOUTH and 2,146.83 feet WEST from the East Quarter Corner of said Section 12 and running thence N.22°23'50"E. 142.15 feet to a point on a 106.45-foot radius curve to the left; thence northerly 106.61 feet along the arc of said curve (chord bears N.06°17'34"W. 102.21 feet); thence N.34°15'47"W. 93.73 feet; thence N.04°00'51"W. 62.80 feet; thence N.17°37'15"E. 86.55 feet; thence N.32°33'17"E. 86.47 feet; thence N.35°04'44"E. 174.91 feet; thence N.55°50'57"E. 117.27 feet; thence N.37°36'33"E. 60.58 feet; thence N.67°40'50"E. 166.51 feet; thence N.89°30'36"E. 103.04 feet; thence N.73°03'32"E. 141.87 feet; thence N.55°01'58"E. 40.63 feet; thence N.42°20'48"E. 210.83 feet; thence N.56°07'46"E. 285.99 feet; thence N.77°23'05"E. 34.39 feet; thence S.68°08'09"E. 58.06 feet; thence N.42°50'34"E. 60.68 feet; thence N.58°06'33"E. 107.18 feet; thence N.44°18'17"E. 35.61 feet; thence N.33°09'55"E. 89.25 feet; thence N.27°56'18"E. 139.77 feet; thence N.19°27'54"E. 92.19 feet; thence N.53°25'54"E. 77.81 feet; thence N.40°43'31"E. 109.99 feet; thence N.15°00'30"W. 51.59 feet; thence N.00°09'04"E. 62.60 feet; thence N.35°34'38"W. 32.72 feet; thence N.73°52'51"W. 41.01 feet; thence S.89°35'56"W. 127.12 feet; thence S.82°03'14"W. 38.77 feet; thence S.68°39'50"W. 237.19 feet; thence S.60°19'49"W. 112.29 feet; thence S.65°34'11"W. 109.99 feet to a point on a 97.57-foot radius curve to the right; thence westerly 97.39 feet along the arc of said curve (chord bears N.85°50'11"W. 93.39 feet); thence N.49°16'29"W. 167.61 feet; thence N.37°08'18"W. 35.39 feet; thence N.19°14'49"W. 166.60 feet; thence N.33°38'46"W. 76.31 feet; thence N.42°56'36"W. 65.84 feet; thence N.56°19'20"W. 119.64 feet; thence N.46°26'06"W. 88.19 feet to the southeasterly line of that certain tract conveyed to Spanish Fork City and terminating.

NOTE: Bearings are Utah State Plane Central Zone Grid.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Kristen King Jaiven, Esq.
ATC Site No: 272457
ATC Site Name: Spanish Fork UT
Assessor's Parcel No(s): 290550008

Prior Recorded Lease Reference:

Document No: 86042:2007
State of Utah
County of Utah

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 201__ by and between **Spanish Fork City**, a Municipal Corporation ("**Landlord**") ("**Landlord**") and **American Towers LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Utah Option and Lease Agreement dated October 30, 2006 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be October 23, 2047. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
4. **Right of First Refusal.** There is a right of first refusal in the Lease.

5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 40 South Main Street, Spanish Fork, UT 84660, To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

Notary Check-off List

Please ensure all fields on the notary signature page are completed.

- Are there two witnesses?
- State/Commonwealth filled in?
- County filled in?
- Date & Name of Person signing filled out?
- Notary signature & Stamp added?

Please Note: Notary publics cannot notarize your signature if they are party to the transaction or a husband/wife. Also, in the notary signature block on the signature page, please be sure the notary fills in his/her name on the correct line.

As an Example:

On _____ before me, Notary's Name Goes Here, personally
(here, insert name and title of the Notary Public)
appeared Landlord's name goes here, personally known to me (or proved to me on...

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

LANDLORD

WITNESS

Spanish Fork City,
a Municipal Corporation

Signature: _____
Print Name: Steve Leifson
Title: Mayor
Date: _____

Signature: _____
Print Name: _____
Signature: _____
Date: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT

WITNESS

American Towers LLC,
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Signature: _____
Date: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Beg. at a point 3386' N & 2996' W of the SE Cor. Sec 12, T9s, R3E, SLB&M; thence N 14*17' E 760 ft; th N 4*10' E 246 ft; th n 1*25' S 287 ft; th N 13*52' W 158ft; th N 25*25' E 93 ft; th N 23*17' W 89 ft; th N 85*00' E 476 ft; th S 31*09' E 1298 ft; th S 40*27' W 830 ft; th S 86*51' W 446 ft; th N 71* 12' W 337 ft to the beginning & Containing 34.5 Acres

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) two thousand five hundred (2,500) square feet; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

HILLSIDE LEASE PARCEL DESCRIPTION

A parcel of land being part of an entire tract of land conveyed to Spanish Fork City, a Municipal Corporation of the State of Utah, Deed recorded as Entry No. 4341 in Book 401 at Page 210 of the Official Records of the Utah County Recorder and situate in the Northeast Quarter of Section 12, Township 9 South, Range 3 East, Salt Lake Base and Meridian, Utah County, Utah. The boundaries of said parcel are described as follows, to wit:

Beginning at a point which is 1312.70 feet NORTH and 1706.74 WEST from the East Quarter Corner of said Section 12 and running thence S.58°08'17"W 50.00 feet; thence N.31°51'43"W 50.00 feet; thence N.58°08'17"E 50.00 feet; thence S.31°51'43"E 50.00 feet to the point of beginning. The above-described part of an entire tract contains 2500 square feet or 0.057 acre.

NOTE: Bearings are Utah State Plane Central Zone Grid.

PUMPHOUSE LEASE PARCEL DESCRIPTION

A parcel of land being part of an entire tract of land conveyed to Spanish Fork City, a Municipal Corporation of the State of Utah, Deed recorded as Entry No. 4341 in Book 401 at Page 210 of the Official Records of the Utah County Recorder and situate in the Northeast Quarter of Section 12, Township 9 South, Range 3 East, Salt Lake Base and Meridian, Utah County, Utah. The boundaries of said parcel are described as follows, to wit:

Beginning at a point which is 2009.64 feet NORTH and 2708.19 WEST from the East Quarter Corner of said Section 12 and running thence S.85°14'25"W 10.00 feet; thence N.04°45'35"W 12.00 feet; thence N.85°14'25"E 10.00 feet; thence S.04°45'35"E 12.00 feet to the point of beginning. The above-described part of an entire tract contains 120 square feet or 0.003 acre.

NOTE: Bearings are Utah State Plane Central Zone Grid.

EXHIBIT A (continued)

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

ACCESS ROAD LEGAL DESCRIPTION

A strip of land 12 feet in width situate in the East Half of Section 12, Township 9 South, Range 3 East, Salt Lake Base and Meridian, Utah County, Utah. The boundaries of said parcel are described as follows, to wit:

Beginning at a point on the northeasterly right of way line of US Highway 6 which is 984.14 feet SOUTH and 2,146.83 feet WEST from the East Quarter Corner of said Section 12 and running thence N.22°23'50"E. 142.15 feet to a point on a 106.45-foot radius curve to the left; thence northerly 106.61 feet along the arc of said curve (chord bears N.06°17'34"W. 102.21 feet); thence N.34°15'47"W. 93.73 feet; thence N.04°00'51"W. 62.80 feet; thence N.17°37'15"E. 86.55 feet; thence N.32°33'17"E. 86.47 feet; thence N.36°04'44"E. 174.91 feet; thence N.55°50'57"E. 117.27 feet; thence N.37°36'33"E. 60.58 feet; thence N.67°40'50"E. 166.51 feet; thence N.89°30'36"E. 103.04 feet; thence N.73°03'32"E. 141.87 feet; thence N.55°01'58"E. 40.63 feet; thence N.42°20'48"E. 210.83 feet; thence N.56°07'46"E. 285.99 feet; thence N.77°23'05"E. 34.39 feet; thence S.68°08'09"E. 58.06 feet; thence N.42°50'34"E. 60.68 feet; thence N.58°06'33"E. 107.18 feet; thence N.44°18'17"E. 35.61 feet; thence N.33°09'55"E. 89.25 feet; thence N.27°56'18"E. 139.77 feet; thence N.19°27'54"E. 92.19 feet; thence N.53°25'54"E. 77.81 feet; thence N.40°43'31"E. 109.99 feet; thence N.15°00'30"W. 51.59 feet; thence N.00°09'04"E. 62.60 feet; thence N.35°34'38"W. 32.72 feet; thence N.73°52'51"W. 41.01 feet; thence S.89°35'56"W. 127.12 feet; thence S.82°03'14"W. 38.77 feet; thence S.68°39'50"W. 237.19 feet; thence S.60°19'49"W. 112.29 feet; thence S.65°34'11"W. 109.99 feet to a point on a 97.57-foot radius curve to the right; thence westerly 97.39 feet along the arc of said curve (chord bears N.85°50'11"W. 93.39 feet); thence N.49°16'29"W. 167.61 feet; thence N.37°08'18"W. 35.39 feet; thence N.19°14'49"W. 166.60 feet; thence N.33°38'46"W. 76.31 feet; thence N.42°56'36"W. 65.84 feet; thence N.56°19'20"W. 119.64 feet; thence N.46°26'06"W. 88.19 feet to the southeasterly line of that certain tract conveyed to Spanish Fork City and terminating.

NOTE: Bearings are Utah State Plane Central Zone Grid.



TO: Mayor & City Council

FROM: Dale Robinson, Parks & Recreation Director

DATE: March 18, 2014

RE: Amended Contract between Spanish Fork City & the Diamond Fork Riding Club

The amendment to the Diamond Fork Riding Club contract on page 1 under Production and Management makes the language in the contract and the City ordinance consistent as it relates to the makeup of the rodeo committee.

attachments: Amended Contract between Spanish Fork City & the Diamond Fork Riding Club



**Amended Contract between Spanish Fork City
and
The Diamond Fork Riding Club**

COMES NOW Spanish Fork City, a Municipal Corporation of the State of Utah, hereinafter City, and the Diamond Fork Riding Club, a non-profit corporation of the State of Utah, hereinafter Riding Club, who recite and agree as follows:

1. Each year during the city celebration known as "Fiesta Days," held for approximately one week surrounding the State Holiday of July 24th, it has been a tradition to stage a rodeo in City's rodeo arena.
2. Riding Club has performed tremendous public service in producing the rodeo for a number of years.
3. Production of the rodeo greatly benefits the city celebration and the public at large.
4. There is considerable risk of loss from the production of the rodeo because of the possibility of inclement weather and the rising costs of the production.

WHEREFORE, the parties agree as follows:

1. PRODUCTION & MANAGEMENT. City and Riding Club shall henceforth be the co-producers of the rodeo. **The Spanish Fork Rodeo Committee, hereinafter Rodeo Committee, as established in Spanish Fork Municipal Code §7.28.170, shall manage the rodeo.**
2. TERM OF AGREEMENT. This agreement shall be for the years 2011, 2012, 2013, 2014, and 2015. The Riding Club shall be given the first right to accept or reject an offer by the City to co-produce the rodeo for the four years thereafter.

3. RODEO PROGRAMS. Publication and sale and sale of advertisement in printed rodeo programs during the term of this agreement and any extensions hereunder shall be the exclusive right and obligation of the Riding Club. Riding Club shall be entitled to all advertising revenue generated from the sale of ads in the programs and to any revenue derived from the sale of the programs themselves but shall also be responsible for the cost of printing the programs.

4. ARENA ADVERTISING. The Riding Club shall have the right to sell advertising on signs to be placed in the rodeo arena and receive all revenue pertaining to said sales, with the exception of box seat advertising. The number, location, size, and material of such signs shall be specified by the City. Signs will be constructed to specifications by the Riding Club at Riding Club, expense with exception of box seat advertising. The City shall have the rights to sell box seat advertising.

5. DUTIES OF THE RIDING CLUB. The Riding Club agrees to perform the following services:

- A. The Riding Club shall stage and run the rodeo queen contest within the constraints of the budget;
- B. The Riding Club shall assist in promoting the rodeo by riding in the Fiesta Days parade, stock parade, rodeo grand entry, and specialty acts, as determined by the Rodeo Committee;
- C. Riding Club shall provide all necessary people, as determined by the Rodeo Committee, to perform the following functions: park vehicles, sell tickets, take tickets, and usher at the fairgrounds the days of the rodeo. These functions shall begin at 6:00 p.m. and continue until the end of the rodeo each night;
- D. Riding Club shall provide and pay for all arena and chute help during the rodeo and slack;
- E. The Riding Club shall use its best efforts to perform other minor services and functions necessary for the production and presentation of a successful rodeo, as suggested by the Rodeo Committee;
- F. Riding Club shall perform scheduled work projects at the fairgrounds

based upon assignments made prior to April 1 of each year.

6. EXPENSES. All expenses for production of the rodeo, with the exception of those involved in the preparation of the programs and arena advertising, shall be borne by the City. All said expenses shall be approved by the Rodeo Committee and budgeted in the City's annual budget.

7. RODEO INCOME. Rodeo net income shall be determined by deducting "rodeo expenses" from "rodeo gross receipts" which are defined as follows:

Rodeo Gross Receipts shall be the total of all sums received from rodeo ticket sales, rodeo queen contest ticket sales, if any, and any other income from any activities related to the rodeo other than the sale of rodeo programs, arena advertising, or rodeo food concessions.

Expenses shall include but not be limited to costs for stock contractor, clowns, specialty acts, judges, insurance, sales tax, announcers, added money, prizes, sound system, advertising and tickets; costs associated with the operation of the queen contest, contestants hospitality, expenses for the Rodeo Committee and spouses to attend the annual PRCA convention to secure rodeo performers and stock contractor; expenses for members of the rodeo committee to attend the Association of Rodeo Committees annual convention as determined by the Rodeo Committee, costs of any unusual preparation of the rodeo arena; the flat fee of \$1,000 per performance to be paid yearly to the Riding Club as specified hereinafter; and any other miscellaneous expenses reasonably associated with the production of the rodeo.

8. PAYMENT TO THE RIDING CLUB. City shall pay to the Riding Club \$1,000 per performance on or before August 1st following the rodeo plus 10 percent (10%) of rodeo net income to be paid on or before November 1st following the rodeo.

9. TICKETS TO RIDING CLUB. Riding Club will be given two tickets per rodeo for each Honorary Member. In addition, the Riding Club will receive two tickets per rodeo for each active member who performs their function each night of the rodeo. Riding Club will purchase ten seats each for rounds one through ten to the NFR on an annual basis, reserving ten Round #1 and #2 tickets for the Rodeo Committee, to be purchased at face value.

10. USE OF ARENAS. Throughout the year Riding Club shall be entitled to use the indoor arena #3 for two nights each week, and the indoor arena #3 for one additional night each month for no charge provided that if a paying customer desires to rent the arena from the City, the paying customer shall have the first right to use of the arena. It is agreed that in the event a paying customer contracts to use the arena on a night regularly scheduled for the Riding Club, the Riding Club shall be entitled to use a different arena or arena #3 on another night during the same week, if a free night is available. If a free night is not available, Riding Club forfeits its right to use an arena during that week. The Riding Club shall be entitled to use indoor arena #3, at no cost, for six Saturday youth events during the year, to promote rodeo activities. These youth events must be held between November 1st and the following April 30th and must be scheduled prior to October 31st each year. Riding Club shall further be entitled to use the outdoor arena once every five to six years to hold the District riding club competition.

11. ATTORNEY'S FEES. In the event this agreement is breached, the non-breaching party shall be entitled to recover, in addition to actual damages, attorney fees and costs of court

actually incurred in the enforcement of this agreement.

12. TIME IS OF THE ESSENCE. Time is of the essence in this agreement.

SPANISH FORK CITY

STEVE LEIFSON, Mayor

Attest:

KENT R. CLARK, City Recorder

DIAMOND FORK RIDING CLUB

President

Attest:

Secretary



TO: Honorable Mayor and Esteemed City Council
FROM: Dave Anderson, Community and Economic Development Director
DATE: March 18, 2014
RE: Proposed to Title 15 Amendments

Accompanying this memorandum is a document containing language that describes several changes that are proposed to Title 15.

These proposed changes have been discussed with the Planning Commission and staff for the past several months and represent a fairly significant tune-up of the City's land use regulations.

The Development Review Committee has recommended that the accompanying changes be approved.

The Planning Commission reviewed the proposed changes in their March 5 meeting and recommended that they be approved subject to having two modifications made. The attached draft reflects the changes that the Planning Commission recommends making.

Please feel free to contact me if you have any questions.

attachments: proposed changes to Title 15
proposed Ordinance 04-14





TO: file

FROM: Dave Anderson, Community and Economic Development Director

DATE: March 18, 2014

RE: Title 15 Amendments

1. Driveway Slope

15.4.16.085 Street Improvements

F. Grades. The maximum grade allowed for any City street is eight percent (8.0%) unless otherwise approved by the City Engineer. In no case shall grades greater than ~~fourteen~~ ~~twelve~~ percent (~~14~~ ~~12.0%~~) be allowed. The minimum grade allowed for any City street is 0.45%.

2. Pedestrian Connections

15.4.16.085 Street Improvements

F. Grades. The maximum grade allowed for any City street is eight percent (8.0%) unless otherwise approved by the City Engineer. In no case shall grades greater than fourteen percent (14.0%) be allowed. The minimum grade allowed for any City street is 0.45%.

G. Pedestrian Connections. Pedestrian connections may be required in situations where the Development Review Committee finds that the design creates an impediment for pedestrian travel within a development or neighborhood. Particular attention will be paid to providing pedestrian access to public spaces such as schools and parks. Pedestrian access corridors will be twelve feet in width or wider.

Sidewalks may be required on non-residential sites to connect buildings with sidewalks in public streets, to connect one site with adjacent sites or to provide a connection between two public streets.

3. Impact Fees for Existing Lots

15.4.12.050 Special Exceptions

A. The Council retains the authority to adjust any impact fee imposed in order to respond to unusual circumstances in specific cases and to insure that impact fees are fairly imposed. Economic hardship shall not be considered an unusual circumstance justifying an adjustment to the impact fee.

B. The Council may, at its sole discretion, adjust any impact fee, on the basis of justice and equity, based upon studies and data submitted by the developer.

C. The Council may, at its sole discretion, waive any impact fee for governmental development or other development activities with broad public purposes. Any development undertaken to gain a profit, whether or not a profit is realized, does not qualify as a broad public purpose.

D. The Council may, at its sole discretion, allow a full or partial credit against impact fees for any system improvements provided by the developer that are required as a condition of approval of the development activity.

15.4.12.060 Existing Structures



Where the following conditions are met, credit will be given towards the Impact Fees for replacement structures:

1. The subject property was located within Spanish Fork City limits on July 1, 1995.
2. A dwelling or business was located on the subject property on July 1, 1995.
3. Municipal services such as water, sewer, or power were being provided to the subject property on July 1, 1995.

Credit towards Impact Fees will be limited to the services provided to the property and the existing service size.

4. Plat Amendment Process

15.4.04.040 Amended Plats

In all subdivisions which have been recorded and in which changes have been made which changed the subdivision materially, an amended plat must be filed and recorded in accordance with the provisions of this title.

In situations where modifications are limited to the adjustment of lot lines and all affected property owners consent to the modifications, an applicant shall apply to have a Minor Plat Amendment approved. The information required with an application for Minor Plat Amendment approval shall match those found with Final Plat applications. The fee for Minor Plat Amendment approval shall be set forth by the City Council in the City's budget. The Development Review Committee may waive individual submittal requirements as the DRC finds appropriate. Upon finding that all applicable standards have been met, the Development Review Committee shall approve the Minor Plat Amendment. Once all requirements have been met and any required bonds have been posted, the Plat will be submitted to the Utah County Recorder's Office for recordation.

5. Master Plan Development

15.3.24.030 Master Planned Developments

1. Purpose: The purpose of the Master Planned Development concept is to:
 - a. Allow for designs that provide for more efficient utilization of public infrastructure than what is achieved in a standard subdivision.
 - b. Allow for deviations from typical zoning standards in order to permit uniquely configured or situated properties to be developed in a functional manner that enhances the City.
 - c. Allow developments to include a total number of units that matches the base density that found in the underlying zone as identified in Table 1 – Residential Development Standards of Title 15.
 - d. Establish residential neighborhoods with a distinct character and convey a sense of unity.

- ~~1. Purpose: The purpose of the Master Planned Development concept is to:~~
 - ~~e. Encourage imaginative and innovative planning of residential neighborhoods by providing greater flexibility in design.~~
 - ~~f. Encourage the provision of useable open space and recreation facilities within developments.~~
 - ~~g. Encourage variation in lot size and residential types within the development.~~
 - ~~h. Establish residential neighborhoods with a distinct character and convey a sense of unity.~~
 - ~~i. Allow projects that provide superior amenities to be developed at the high end of the density ranges as shown on the General Plan Map. Amenities include but are not necessarily limited to design features, architectural style, open space (including parks and trails), conservation elements, landscaping features, and recreational facilities.~~
 - ~~j. Reduce ongoing maintenance costs.~~

2. Permitted Uses:
 - a. All uses listed in R-1 and R-3 Districts, subject to the same restrictions or limitations of the use.
 - b. Multi-family dwellings with more than four (4) attached units.
 - ~~c. Clubhouses, community buildings, and recreational facilities. Master Planned Development~~

~~Requirements and Bonus Density: This section includes a list of requirements that must be met in order for a project to qualify as a Master Planned Development and a list of options that exist for the City to award bonus density. Density bonuses may be awarded for the inclusion of amenities that the City determines to be upgrades from design standards in conventional subdivisions. In determining what bonus is warranted, the Planning Commission and City Council shall consider the size of the development and the overall benefit that a particular amenity would be to the development and the City. As a guide, sample items are listed in the various areas below to describe some elements that may qualify for bonus density. The listed elements are intended to serve as a guide and do not represent an all-inclusive list of what may be considered. Projects at or near the top of the density range for the underlying district must demonstrate a coordinated approach to neighborhood development and include such things as an overall landscape concept, the use of high quality materials and architecture, the blending of different dwelling types in larger projects, well designed and useable open space and developed recreational amenities and attention to detail such as fencing, street lighting, entry treatments, and project signage.~~

3. Subdivision Design

- ~~1. The base density for projects that meet the minimum requirements to qualify as Master Planned Developments will receive the base density as identified in Table 1 (Residential Development Standards) plus .25 units per acre. Additional density may be obtained as developments qualify for bonus density.~~
- ~~2. Developments may not exceed the maximum density identified in Title 15, Table 1 (Residential Development Standards).~~
3. For purposes of calculating base density, sensitive lands shall be excluded from the calculation.
4. The minimum size of a Master Planned Development is ~~twenty (20) five (5)~~ five (5) contiguous acres, except in R-1-6 and R-3 zones, where ~~one (1) acre is five (5) contiguous acres are~~ one (1) acre is required. School and church sites are to be excluded from the acreage calculation.
5. Density Calculations - Church sites, school sites, and sites for other non-residential uses may not be counted in the density calculations.
6. Street Design - Local streets shall not exceed ~~600 800~~ 800 feet in length without an intersecting street.

~~B. Recreation~~

~~1. Bonus Density~~

- ~~a. Developments that include recreation elements may qualify for bonus density. Some of the specific elements that may qualify for bonus density are listed below:~~
- ~~b. Active Recreation (private gated communities only if accepted by City). Active recreation areas may include swimming pools, sports courts, spas, and other similar areas.~~
- ~~c. Common Buildings (private gated communities only if accepted by City). Developments which provide common buildings or facilities for meetings, indoor recreation, receptions, classes, or other similar uses.~~
- ~~d. Parks. Developments that provide and improve park space may qualify for bonus density. Improved park space means fully developed, landscaped property (consistent with the needs of the City), approved by the City, which includes a commercially rated automatic sprinkler system and commercially rated playground equipment, pavilion, or equivalent. The City will not accept public parks less than three acres in size.~~
- ~~e. Trails. Developments that construct trails, in accordance with the City's trails master plan and trails construction standards, may qualify for bonus density.~~

4. Architecture

1. Minimum House Sizes - finished area (square feet). For the purposes of calculating required finished area, square footage in basements shall not qualify. For split level homes, finished area on floors that are at least 50% below the finished grade of the lot shall not count towards the required finished area.

Minimum House Sizes - Finished Floor Area

| |
|-------------------------------------|
| Minimum House Sizes - finished area |
|-------------------------------------|

| Minimum Lot Size and Multi-family | One Story | Multi-Level |
|-----------------------------------|----------------------------------|------------------------------------|
| 80,000 square feet | 1,600 square feet | 2,400 square feet |
| 60,000 square feet | 1,600 square feet | 2,400 square feet |
| 40,000 square feet | 1,600 square feet | 2,400 square feet |
| 30,000 square feet | 1,500 square feet | 2,200 square feet |
| 20,000 square feet | 1,500 square feet | 2,200 square feet |
| 15,000 square feet | 1,500 square feet | 2,200 square feet |
| 12,000 square feet | 1,400 square feet | 2,000 square feet |
| 9,000 square feet | 1,300 square feet | 1,600 square feet |
| 8,000 square feet | 1,200 square feet | 1,500 square feet |
| 6,000 square feet | 1,100 square feet | 1,400 square feet |
| Multi-family | 1,000 square feet (one level) | 1,200 square feet (multi-level) |

2. Distinct Designs – Master Planned Developments shall provide a variety of home styles to ensure a diverse and interesting streetscape. Neighborhoods that have repetitive homes constructed along the same street are not allowed. In order to ensure that the neighborhood is non-repetitive, the same street facing elevation shall not be built on adjacent lots on the same street or on lots directly or diagonally across the street from one another. Different elevations shall be characterized by elements such as, but not limited to, distinct footprints, rooflines, cladding materials or architectural features which contribute to home designs that are easily distinguishable from other home designs along the same street. The City Council may waive this requirement for developments which include multi-family housing that present specific architectural designs for the multi-family portion of the development at the time of project approval.
3. Parking - Master Planned Developments shall provide at least a two car garage for each single family residence. Townhomes and multi-family units must have one attached or detached garage (minimum 12 feet x 20 feet) per unit. Developments shall include no less than 0.5 guest parking spaces per dwelling unit. Developments that include, with each dwelling unit, a two car garage and driveway space for two vehicles shall not be required to provide additional guest parking. When required, at least one space for guest parking shall be located within 200 feet of each dwelling unit.
4. Roofing - Homes in the development shall have at least a 6/12 pitched roof on the main portion of the roof unless it is determined by the Community Development Department that a lesser pitch roof is essential to maintain the integrity of a particular architectural style and that the style is a

substantial improvement to what would be built in a standard subdivision.

5. Exterior Materials - Homes in Master Planned Developments shall be clad in masonry, or masonry based materials or a chemically-treated, wood-based, nail-on, lap siding that has at least a 50-year warranty. The City Council may grant a waiver of this requirement based upon superior architectural design plans which involve other materials.

~~6. Bonus Density:~~

- ~~a. Developments with superior architectural designs qualify for bonus density. Designs may be determined to be superior based on consistency with a particular style, building articulation, type and quality of materials, excellent use of materials, conservation elements, additional garages or garage placement, and other creative and/or innovative ideas, as deemed superior in the discretion of the City Council.~~

5. Landscaping

1. Front and side yard landscaping shall be installed in Master Planned Developments prior to receiving a Certificate of Occupancy. Exceptions to this rule include the installation of yards between October 15 and April 15. Provisions shall be made to allow bonds to be posted for required landscaping between October 15 and April 15 when homes are otherwise ready for occupancy. For phased multi-family Master Planned Developments, landscaping shall be installed according to the approved phasing plan. Minimum landscaping shall include sod or hydroseed, one, two-inch caliper tree, measured two feet from the ground, and automated sprinkler system. The City Council has the discretion to modify the minimum landscaping requirements if a conservation (xeriscaping) landscape plan is proposed.

~~2. Bonus Density:~~

- ~~a. Developments that include landscaping above and beyond the minimum required qualify for bonus density. Landscaping elements that may qualify for bonus density include perimeter landscaping, entrance monuments, landscaped features in common areas and enhanced landscaping on individual lots.~~
- ~~b. Developments that incorporate fencing for individual lots and the whole project with high quality materials may qualify for bonus density.~~
- ~~c. Developments that are designed so as to incorporate common areas at highly visible locations may qualify for bonus density.~~

6. Application.

1. Applications to establish a Master Planned Development shall be processed as a subdivision if any new lots are to be created. If no new lots are proposed, such as for an apartment project, an application will be processed according to the Site Plan procedures. All applications must include the following information in addition to normal filing requirements for a subdivision or Site Plan project:
 - a. Complete description of the intended nature and character of the development.
 - b. Description of all proposed private or public open space areas, including improvements, ownership, and maintenance provisions.
 - c. Proposed project phasing.
 - d. Plans representing proposed landscaping, fences, walls, entry treatments, signage and lighting.
 - e. Preliminary conditions, covenants, and restrictions (CC & Rs).
 - f. Any variations from the non-Master Planned Development standards.
 - g. Any proposed amended development standards, including such things as variations in setbacks, heights, and lot sizes.
 - h. Proposed street cross sections, and proposed ownership and maintenance provisions, if the streets are proposed to be private.
 - i. A data table which includes total acreage, acreage of sensitive lands, total number of dwelling units, and units by type, dwelling units per acre, acreage of open space, percent of acreage in open space.
 - ~~j. A data table which includes total acreage, acreage of sensitive lands, total number of dwelling units, and units by type, dwelling units per acre, acreage of open space, percent of acreage in open space.~~

~~k. A description of any requested bonus density and the proposed justification for bonus density.~~

7. Phases. All residential subdivisions shall include a phasing plan that specifies the timing of public improvements and residential construction. This plan must be submitted at the submission of the Preliminary Plat. If the sequence of construction of various portions of the development is to occur in stages then the bonus density amenities shall be developed, or committed thereto, in proportion to the number of dwelling units intended to be developed during any given stage of construction.
8. Findings. Prior to granting approval of a Master Planned Development, the applicable reviewing body shall make findings identifying why the applicant's proposal justifies a bonus density. Those findings should include the following:
 - a. The proposed development will provide a more pleasant and attractive living environment than a conventional residential development established under the strict application of the provisions of the underlying zone;
 - b. The proposed development will not be materially detrimental to the health, safety, or general welfare of persons residing or working within the neighborhood of the development;
 - c. Any variation allowed from the development standards of the underlying district will not create increased hazards to the health, safety, or general welfare of the residents of the development of adjacent areas.

6. Subdivision Waiver

15.4.04.180 Filing of Minor Subdivision Plat

Minor Subdivision Plats may be approved for subdivisions of five (5) or fewer lots where those lots conform to applicable zoning standards and where all required infrastructure is adjacent to the subject property. Application for Minor Subdivision Plat approval can be made by completing an application form and submitting the following materials to the Community Development Department:

A Computer Aided Design (CAD) file and a Portable Document Format (pdf) file of the plat must be submitted in a dwg or dgn format. The CAD file of the subdivision must be in the 1927 North American Datum (NAD27) or 1983 North American Datum (NAD83) State Plane Coordinate System, Utah Central Zone, US Foot, with a tie to a section corner.

The City will review the submission and notify the applicant of any changes that must be made. Once these changes are made, a Portable Document Format (pdf) file of the plat must be submitted to the Community Development Department. Once approved by the DRC, an updated CAD and pdf file of the plat must be submitted to the Community Development Department. Each Minor Subdivision Plat shall be accompanied by a filing fee established by the City Council in its annual budget, together with any impact, inspection, testing, connection or other fees which are due before recording.

15.4.04.190 Form and Contents of Minor Subdivision Plats

- A. The developer must submit a Mylar of the Minor Subdivision Plat to the City in a format approved by the City and County. The Minor Subdivision Plat shall contain the following:
 1. A tie to a section corner and the state plane coordinates of each point. All horizontal data shall be based on the 1927 North American Datum (NAD27) or 1983 North American Datum (NAD83) State Plane Coordinate System, Utah Central Zone, US Foot. Horizontal datum shall be clearly written on the plat;
 2. Accurate dimensions for all lines, angles and curves used to describe boundaries, streets, alleys, easements, areas to be reserved for public use, and other important features; the lines, angles, dimensions, state plane coordinates, bearings, areas and numbers of all lots, blocks and parts reserved for any reason within the subdivision. All dimensions shall be determined by an accurate field survey which shall balance and close as required by Utah County;
 3. All lots and blocks are to be numbered, addressed and named in accordance with the street numbering and naming system assigned by the City Engineer;
 4. A statement that "All drinking water and pressurized irrigation lines up to and including the meter, all sanitary sewer mains, all electric meters, and all electric and SFCN communication

- service lines up to the mast on overhead installations and to the top of the meter base for underground installations are dedicated to Spanish Fork City.”;
5. Plats and signatures shall be in waterproof ink on a 24x36 inch Mylar sheet. There shall be an unencumbered margin of one and one-half inches on the left-hand side of the sheet and not less than a half inch margin around the outer three sides of the sheets. The scale shall be a standard engineering scale of no more than 100 feet to the inch;
 6. A stamp and signature of a surveyor licensed in the state of Utah;
 7. A statement that “All public utility easements platted hereon are in perpetuity for installation, maintenance, repair, and replacement of public utilities sidewalks and appurtenant parts thereof and the right to reasonable access to grantor’s easement shall run with the real property and shall be binding upon the grantor and the grantor’s successors, heirs and assigns”;
 8. All Building Permits for the subdivision shall comply with the Development Soils Report and Mass Grading Plan. Elevation certificates shall be reviewed and approved by the City Engineer or his/her designee as required;
 9. The date of preparation, a standard engineering scale of not more than 100 feet to the inch, a north arrow, and a vicinity map;
 10. All offsite easements required to provide services or utilities to the project shall be recorded with the Utah County Recorder’s office prior to or in conjunction with the Minor Subdivision Plat recordation;
- B. The following documents must accompany the Minor Subdivision Plat:
1. Construction Plans. A complete set of construction plans must accompany the Minor Subdivision Plat. Construction plans must meet the requirements of this Title as well as the standards found in Chapter 39.20 Improvement and Design Requirements of the Construction Standards;
 2. Soils Reports. A soils report shall provide a detail of lot by lot summary addressing finished floor elevation including basements. The report shall include a minimum height factor for peak month in a wet year, and also address all Hillside Development Standards;
 3. Storm Water Plan. The developer shall provide a final drainage plan and report according to the Storm Water Drainage Design Manual;
 4. Mass Grading Plan. The developer shall provide a final subdivision grading plan showing each individual property. The site shall be designed to eliminate flooding or standing water on any private property.

15.4.04.200 Review and Approval Procedure of Minor Subdivision Plats

Minor Subdivision Plat and construction drawings shall be submitted to the City for review to insure conformity to the present ordinances and standards and for the adequacy and availability of public facilities. If the Minor Subdivision Plat or construction drawings are not in conformity, the City shall refer it back to the subdivider or developer with a list of items necessary to bring the Minor Subdivision Plat or construction drawings into compliance. If the Minor Subdivision Plat and construction drawings are in conformity, the plat or complete drawings will be submitted to the Development Review Committee with suggestions and comments noted thereon. The DRC shall act as the Land Use Authority for Minor Subdivision Plat approval. If approved, the City Manager, Community Development Director and City Engineer shall sign the Minor Subdivision Plat. If any conditions are attached, the Minor Subdivision Plat or construction drawings shall be amended to reflect such changes and an accurate Minor Subdivision Plat shall be submitted to the City, prior to signing.

15.4.04.210 Recordation of Minor Subdivision Plats

Following acceptance by the DRC, the Minor Subdivision Plat bearing all official approvals shall be deposited in the office of the County Recorder for recording by the City. Only the City may record Minor Subdivision Plats. The Minor Subdivision Plat must be recorded with Utah County within 120 days after approval by the DRC. Approval expires and the plat must be resubmitted if the Minor Subdivision Plat is not recorded within 120 days. All inspection, testing and/or connection fees required by ordinance shall be paid and permits required shall be obtained prior to the recordation of the Minor Subdivision Plat.

15.4.04.220 Commencement/Completion Time Frame of Minor Subdivision Plats

- A. Prior to the construction of any improvements required by this Title, the subdivider shall furnish to the City Engineer the following:
 - 1. Approved sets of construction plans;
 - 2. Full security deposit (bond) required by this title (15.4.16.110);
 - 3. Inspection fee deposit;
 - 4. Subdivision development agreement;
 - 5. Hold a preconstruction meeting;
 - 6. Meet all conditions for approval as established by the Council.
- B. All improvements within subdivisions must be completed within one year of the date of recordation. If improvements are not completed within the time limitation imposed herein, the City may forfeit any bond or surety, which shall have been posted by the owner or subdivider.

15.4.04.230 Amendments to Minor Subdivision Plats

The City Engineer may approve minor amendments to approved Minor Subdivision Plat before the Minor Subdivision Plat is recorded, if he/she finds that the proposed amendments do not jeopardize the interest of the City or adjoining property owners. The types of minor amendments contemplated by this section may include, but not be limited to, legal description mistakes, minor boundary changes and items that should have been included on the original Minor Subdivision Plat. Major amendments to unrecorded approved Minor Subdivision Plat shall go back through the approval process.

15.4.04.240 Building Permits in Minor Subdivision Plats

The City may issue a Building Permit upon application and compliance with the requirements of law and once all improvements are installed, accepted by the City Engineer, and in service for the entire plat. In the event asphalt pavement plants are closed for the winter, Building Permits may be issued before paving if there is six inches of compacted road base in all areas to be paved.

7. Two Points of Access

15.4.16.085 Street Improvements

- F. Grades. The maximum grade allowed for any City street is eight percent (8.0%) unless otherwise approved by the City Engineer. In no case shall grades greater than fourteen percent (14.0%) be allowed. The minimum grade allowed for any City street is 0.45%.
- G. Two Points of Access. Two points of vehicular access may be required for developments if the Development Review Committee finds they are necessary to create a functional street network or to help ensure access for public safety personnel and equipment.

8. Dedication of Corridor Next to River

15.4.20.020 General Provisions

- G. ~~All properties adjacent to the Spanish Fork River shall provide a forty (40) foot trail and river access easement for the installation, maintenance, repair, and replacement of a public trail, and the following public purposes:~~
 All properties adjacent to the Spanish Fork River shall dedicate forty (40) feet of land adjacent to the River for river access and the installation, maintenance, repair and replacement of roadway access for the following public purposes:
 - 1. Access to the Spanish Fork River;
 - 2. The right to do necessary work in and adjacent to the Spanish Fork River to preserve the river corridor buffer in an effort to reduce ~~the chance of~~ erosion and potential future flooding;
 - 3. The right to install and maintain armor along the Spanish Fork River bank;
 - 4. The right to maintain and repair the river bank and bed ~~and easement area~~ and monitor river flow capacities;
 - 5. The right to survey the ~~easement~~ area as needed for installation of armor and for periodic monitoring of the easement area;

6. The right to construct a trail for public access and public use ~~that will be part of the Spanish Fork River Parkway.~~

The City may require that additional land be dedicated to provide access from developed areas to the river access.

9. Local Street Connectivity

15.4.16.085 Street Improvements

F. Grades. The maximum grade allowed for any City street is eight percent (8.0%) unless otherwise approved by the City Engineer. In no case shall grades greater than fourteen percent (14.0%) be allowed. The minimum grade allowed for any City street is 0.45%.

H. Local Street Connections. Where parallel or nearly parallel streets are 600 feet or longer, a local street connection between those two streets shall be required unless this requirement is expressly waived by the Development Review Committee.

10. Hearing Requirement

15.4.04.070 Form and Content of Preliminary Plats

A. Each preliminary plat shall be accompanied by a filing fee in the amount established by the City Council in the annual budget. Each preliminary plat of a subdivision shall contain the following information:

1. The proposed name of the subdivision;
2. The names and addresses of the Developer and the Civil Engineer of the subdivision, ~~and other persons to whom notice of the hearing to be held by the Council should be sent;~~

11. Agricultural Sales

15.3.16.010 Agricultural and Rural Residential Districts

A-E. Exclusive Agriculture. The purpose of this district is to promote agricultural production on lands with high quality soil types. The lands will usually not be suited for other urban uses because of location within a floodplain, or distance to other urban services.

R-R. Rural Residential. This district is similar in character with the A-E District, but parcel sizes are generally somewhat smaller and the soil types may be lower quality.

Many of these areas within the Growth Management boundary will likely be rezoned and developed with higher density uses as utilities are extended and adequate streets are developed and/or widened. Other lands outside the Growth Management boundary may eventually be converted to urban uses when a need is shown to expand that boundary.

A. Permitted Uses:

1. Agriculture, including the production of food and fiber crops, and tree farms; grazing and animal husbandry of livestock.
2. Commercial horse riding, training, and boarding stables. (AE District only)
3. Living quarters for agricultural employees employed on the premises. (AE District only)
4. Wholesale plant nurseries.
5. One (1) single residence dwelling per lot.

~~6. Seasonal fruit, vegetable, and hay retail sales structures of less than 500 square feet when located on the premises where the products are raised.~~

B. Uses Subject to Conditions:

1. Home Occupations (as described in §5.40.010 et seq.)
2. Manufactured Homes (as described in §15.3.24.040 et seq.)
3. Residential facilities for persons with a disability (as described in §15.3.24.010(A) et seq.)
4. Residential facilities for elderly persons (as described in §15.3.24.010(B) et seq.)
5. Seasonal fruit, vegetable, and hay retail sales in structures of less than 500 square feet when at least some of the products being sold are raised on the premises. Subject to having access, parking, and any utility needs approved by the DRC.

12. Definitions

Assisted Living Facility: A residential facility, licensed by the State of Utah, with a home-like setting that provides an array of coordinated supportive personal and health care services, available 24-hours per day, to residents who have been assessed under Utah Department of Health or the Utah Department of Human Services rules to need any of these services. Each resident shall have a service plan based on the assessment, which may include: (1) specified services of intermittent nursing care; (2) administration of medication; and (3) support services promoting the resident's independence and self-sufficiency. Such facility does not include adult day care provided in conjunction with a ~~residential facility for elderly persons~~ or a residential facility for persons with a disability.

~~**Boardinghouse:** A dwelling in which three, four, or five (3, 4, or 5) sleeping rooms are provided which serve as the principal residence of the occupants. A common dining room may be provided for the occupants. The operator of a boarding house must reside on the premises of a boarding house. A boarding house does not include a residential facility for disabled persons or a residential facility for the elderly. A boarding house does not include a non-residential facility, such as a rehabilitation/treatment facility, where the primary purpose of the facility is to deliver rehabilitation, treatment, counseling, medical, protective or other similar services to the occupants. A boarding house shall not have more than 10 boarders occupying the home at one time.~~

Building Height: The vertical distance from the average finished grade surface of the building to the ~~highest point of the coping of a flat roof or to the deck line of a mansard roof, or the mean height level between eaves and ridge for gable, hip, or gambrel roofs~~ peak of the roof.

Completion Date: The date the entire subdivision, ~~or~~ development or construction is completed and an approved final inspection statement is given.

Comprehensive General Plan or General Plan: The ~~Land Use Element of the Comprehensive General Plan~~ document as approved by the city council.

~~**Duplex:** A building designed for two (2) ~~housekeeping~~ family units living independently of each other.~~

~~**Dwelling, Single Residence:** A detached building designed for one (1) ~~housekeeping~~ family unit and having one (1) main kitchen.~~

Final Plat: An original map or plat drawn on Mylar ~~or linen~~ in a form as approved by the city, showing all lots, streets, utility easements, etc.

~~**Foster Home:** A dwelling occupied as a primary residence by an individual or individuals having the care or control of not more than five (5) minor children as their legal wards.~~

Hotel/Motel: A building which provides ~~six (6) or more~~ guest rooms for the overnight lodging of travelers. It may include customarily incidental uses such as meeting rooms, restaurants, and gift shops.

~~**Housekeeping Unit:** One (1) or more individuals living, sleeping, and cooking in a single dwelling unit who share housekeeping tasks and responsibilities as an interdependent unit.~~

~~**Residential Facility for Elderly Persons:** A dwelling unit that is either owned by one of the residents or by an immediate family member of one of the residents, or is a facility for which the title has been placed in trust for a resident; and is occupied on a 24-hour per day by eight or fewer elderly persons in a family-type arrangement. A "residential facility for elderly persons" shall not include any facility:~~

~~A. which is operated as a business; provided, that such facility may not be considered to be operated as a business solely because a fee is charged for food or for actual and necessary costs of operation and maintenance of the facility;~~

~~B. where persons being treated for alcoholism or drug abuse are placed;~~

~~C. where placement is not on a strictly voluntary basis or where placement is part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional institution;~~
~~D. which is a health care facility as define by Section 26-21-2 of the Utah Code; or~~
~~E. which is a residential facility for persons with a disability.~~

Residential Facility for Elderly Persons: A facility that houses and provides at least some services that contribute towards the care of elderly residents.

13. Notices

15.1.04.040 Notices

Notices informing of public hearings shall provide a minimum of ten days' notice and shall be given as follows:

~~City-wide zoning~~ Zoning map changes, zoning text amendments, and comprehensive general plan amendments shall be published in a newspaper of general circulation within the City.
 Conditional use permits and specific property zone changes shall be posted on the subject property and mailed to all property owners located within 300 feet of the subject property.
 Land use ordinance amendments shall be mailed, sent by facsimile, or e-mailed to affected entities.
 In addition to the above notices, all notices shall be posted on the City's web page **and State notice website.**

14. Outdoor Storage

1. Outdoor Storage Areas. The following conditions must be met:

1. The storage area must be paved with asphalt or concrete or be covered with gravel. In situations where gravel is utilized, no less than four inches of: inch untreated base course shall be installed. Additional improvements may be required by the City Engineer in accordance with the findings of a site-specific geotechnical report. Where a paving material other than asphalt or concrete is utilized, a drive apron shall be installed at all points of vehicular access. The drive apron shall be twenty-six feet wide and no less than sixty (60) feet long.
2. The outdoor storage area must be screened from surrounding properties with a six-foot tall masonry wall, **except where the adjoining property is a railroad right-of-way or Interstate 15.** Where the outdoor storage area abuts a public street, a ten-foot wide landscaped planter shall be installed between the masonry wall and the sidewalk or right-of-way. Landscaping shall be installed and maintained in accordance to the requirements found in 15.4.16.130.
3. Lighting shall be provided in outdoor storage areas. A photometric lighting plan shall be submitted with the Site Plan application. The lighting plan shall demonstrate the capacity of the proposed lighting to uniformly illuminate the storage area without creating undue spillover onto surrounding properties.
4. Material kept in an outdoor storage area cannot be stacked or piled to a height that exceeds twelve feet.

15. Zoning Table

| TABLE 1 - Residential Development Standards | | | | | | | | | | |
|---|-----------------------------|----------------------|-----------------|-----------------|--------------------|-------------------|----------------|----------------|-----------------------------------|---------------------------------|
| District | Base Density | Minimum Lot Area | Minimum Width | Minimum Depth | Minimum Setback | | | | Max. Building Height ⁵ | |
| | | | | | Front ⁶ | Rear ⁷ | Side | Corner | Principal Building | Accessory Building ¹ |
| A-E | N/A | 40 acres | 400' | 400' | 50' | 50' | 50' | 50' | 35' | 35' |
| R-R | N/A | 5 acres | 200' | 200' | 50' | 50' | 25' | 50' | 35' | 35' |
| R-1-80 | 4 units per acre | 80,000 sf | 180' | 200' | 40' | 80' | 20' | 30' | 30' | 20' |

| | | | | | | | | | | |
|--------|---------------------|-----------|------|------|--------------------|-----|-------------------|--------------------|-----|-----|
| R-1-60 | .54 units per acre | 60,000 sf | 160' | 200' | 40' | 60' | 20' | 30' | 30' | 20' |
| R-1-40 | .81 units per acre | 40,000 sf | 140' | 200' | 30' | 40' | 20' | 30' | 30' | 20' |
| R-1-30 | 1.07 units per acre | 30,000 sf | 130' | 150' | 40' | 40' | 15' | 25' | 30' | 20' |
| R-1-20 | 1.61 units per acre | 20,000 sf | 125' | 150' | 30' | 30' | 15' | 25' | 30' | 15' |
| R-1-15 | 2.15 units per acre | 15,000 sf | 100' | 125' | 20-25 ² | 25' | 10' | 15-25 ⁴ | 30' | 15' |
| R-1-12 | 2.69 units per acre | 12,000 sf | 100' | 100' | 20-25 ² | 25' | 10' | 15-25 ⁴ | 30' | 15' |
| R-1-9 | 3.58 units per acre | 9,000 sf | 85' | 90' | 20-25 ² | 25' | 10' | 15-25 ⁴ | 30' | 15' |
| R-1-8 | 4.03 units per acre | 8,000 sf | 75' | 90' | 20-25 ² | 25' | 10' | 15-25 ⁴ | 30' | 15' |
| R-1-6 | 5.37 units per acre | 6,000 sf | 50' | 90' | 20-25 ² | 25' | 5-10 ³ | 15-25 ⁴ | 30' | 15' |
| R-3 | 5.37 units per acre | 6,000 sf | 50' | 90' | 20-25 ² | 25' | 5-10 ³ | 15-25 ⁴ | 30' | 15' |
| R-O | N/A | 6,000 sf | 50' | 90' | 20-25 ² | 25' | 5-10 ³ | 15-25 ⁴ | 30' | 15' |

- 1 - Refer to 15.3.24.090(A) for accessory buildings
2 - 20 feet to living areas, 25 feet to garages or carports, and 20 feet to the front of a side entry garage.
3 - 5 feet on one side, 10 feet on the other for single family dwellings; 10 feet for non-residential uses.
4 - 15 feet to living areas, 25 feet to garages or carports, and 20 feet to the front of the side entry garage.
5 - Flagpoles are limited to the height of principal buildings in residential zones
6 - Maximum setback is 250 feet, with an all-weather driveway, capable of supporting a fire truck, and with adequate turn around space for a fire truck at the end of the drive. Greater distances may be allowed if a fire hydrant is installed within 250 feet of the principal building.
7 - On corner lots, the setback is reduced by 5 feet.

16. Residential Districts

15.3.16.020 Residential Districts

~~R-1-80, R-1-60~~, R-1-40, R-1-30: These districts provide a rural residential environment within Spanish Fork that are characterized by large single family lots conducive to animal rights as defined in section 15.3.24.090(H).

17. Submittal Requirements

15.4.04.060 Filing of Preliminary Plats

A. Prior to preparing a preliminary plat, the developer should review conceptual plans with the ~~Community Development Department City Planner~~. To apply for a preliminary plat approval, applicants must follow instructions on the electronic form provided by the Community Development Department and submit all required materials. Plans submitted for preliminary plat approval shall be provided in this format: ~~complete a preliminary application form. Forms are available at the City office or City website. Submit the completed form to the Community Development Department with the following:~~

~~1. Seven 24x36 inch copies of the preliminary plat drawings folded to a 9x12 inch size so the name of the subdivision is visible.~~

~~2. Two clearly legible 11x17 inch copies of the preliminary plat drawings and~~

~~3. A pdf and computer aided design (CAD) file of the plat on a CD, or by an e-mail~~ in a dwg or dxf format.

The CAD file of the subdivision must be in the 1927 North American Datum (NAD27) or 1983 North American Datum (NAD83) State Plane 4. All fees for the preliminary plat are due upon filing the application.

If anything is submitted by e-mail, the Community Development Department must be contacted for the proper e-mail address and for confirmation that the e-mail was received.

15.4.04.100 Filing of Final Plats - When

Within one (1) year after approval of the preliminary plat or within the time for which an extension to make such filing has been granted, the original tracing shall be submitted to the Community Development Department, together with ~~the following:~~

~~1. Seven 24x36 inch copies of the final plat and construction drawings stapled and folded to a 9 x 12 inch size so the name of the subdivision and plat is visible, the final plat on top;~~

~~2. Two 11x17 inch copies of the Final Plat and construction drawings;~~

~~3. a Computer Aided Design (CAD) file in a dwg or dxf format and a Portable Document Format (PDF) file of the plat must be submitted on a CD or by e-mail in a dwg or dgn format.~~ The CAD file of the subdivision must be in the 1927 North American Datum (NAD27) or 1983 North American Datum (NAD83) State Plane Coordinate System, Utah Central Zone, US Foot, with a tie to a section corner.

~~If anything is submitted by e-mail, the Community Development Department must be contacted for the proper e-mail address and for confirmation that the e-mail was received.~~

The City will review the submission and notify the developer of any changes that must be made. The developer shall have a written response to all redlines corrected. Once these changes are made, a Portable Document Format (PDF) file of the plat must be submitted to the Community development department.

~~Once accepted by the DRC, four 24x36 inch copies, one clearly legible 11x17 inch copy, and a CAD file of the plat must be submitted to the engineering department. Two 24x36 inch copies will be retained by the City, the other two 24x36 inch copies will be signed and stamped by the City and returned to the Developer. The Developer must insure that a copy of the signed and approved construction plans is on-site at all times during construction.~~

Each final plat shall be accompanied by a filing fee established by the City Council in its annual budget, together with any impact, inspection, testing, connection, or other fees which are due before recording.

15.4.08.040 Approval or Disapproval - Procedure

Each Site Plan submitted to the City shall be referred to the DRC, for review to insure conformity to the present ordinances and standards and for adequacy and availability of public facilities. The DRC may table the matter to further study the issues presented. The DRC may approve, reject, or grant approval upon the conditions stated. If approved, the DRC shall express its approval with whatever conditions are attached. If any conditions are attached, the site plan shall be amended to reflect such changes and an accurate site plan shall be submitted to the City.

Receipt of this accurate copy shall be authorization for the developer to proceed with the preparation of plans and specifications for the minimum improvements hereinafter required by this title. Original site plans are subject to the standards, policies, and regulations that are in constraints for the proposed development.

2. Staff Review.

~~a. Application for Site Plan approval can be made by following instructions on the electronic form provided by the Community Development Department and by submitting a An application provided by the City shall be filled out in completeness and submitted to the Community Development Department together with a i. Seven 24x36 copies folded to a 9x12 size so that the name of the plan is visible.~~

~~ii. Two clearly legible 11x17 copies of the site plan.~~

~~iii. A computer aided design (CAD) file of the plans on a CD, or by an e-mail in a dwg or dxf format.~~ The CAD file of the subdivision must be in the 1927 North American Datum (NAD27) or 1983 North American Datum (NAD83) State Plane Coordinate System, Utah Central Zone, US Foot, with a tie to a section corner.

~~iv. If anything is submitted by e-mail, the Community Development Department must be contacted for the proper e-mail address and for confirmation the e-mail was received.~~

15.3.08.060 Conditional Use Permits

A. Purpose: Certain uses have characteristics that may have a greater impact on the adjoining properties, surrounding neighborhood, or community as a whole than do other permitted uses in the specific zoning district. These uses require a more comprehensive review to determine whether the proposed use at a

specific location is appropriate, or whether the use can be made compatible by placing certain conditions on its operation that mitigate or eliminate potential detrimental impacts. The Commission is the land use authority for conditional use permits and is empowered to grant, to grant with conditions, or to deny the conditional use permit application, subject to the findings and hearing requirements of this section.

B. Application: ~~Application is made by following the instructions on the electronic form provided by the Community Development Department and submitting all required materials. Applications shall be filed with the City Planner on a form provided by the City. The application form will require the applicant to provide certain documentation and information about the site, surrounding area, and proposed use that will help the DRC and Commission properly evaluate the request. The specific information to be included with the application is described on the application form.~~

18. Recordation and Construction.

15.4.04.130 Recordation - Copy to be Supplied to City Engineer

Following acceptance by the DRC, the final plat bearing all official approvals shall be deposited in the office of the county recorder for recording by the city. Only the City may record final plats. The final plat must be recorded with Utah County within ~~180 +20~~ days after approval by the DRC. Approval expires and the plat must be resubmitted if the final plat is not recorded within ~~180 +20~~ days.

All inspection, testing and/or connection fees required by ordinance shall be paid and permits required shall be obtained prior to the recording of the Final Plat.

15.4.04.140 Commencement/Completion Time Frame

A. Prior to the construction of any improvements required by this title, the subdivider shall furnish to the city engineer the following:

1. Approved sets of construction plans;
2. Full security deposit (bond) required by this title (15.4.16.110);
3. Inspection fee deposit;
4. Subdivision development agreement;
5. Hold a preconstruction meeting;
6. Meet all conditions for approval as established by the Council.

B. All improvements within subdivisions must be completed within one year of the date of ~~recordation the pre-construction meeting~~. If improvements are not completed within the time limitation imposed herein, the City may forfeit any bond or surety, which shall have been posted by the owner or subdivider.

19. Bonding Requirement

15.4.16.110 Security for Improvements Required

The owners and/or developers of property shall deposit security with the City to guarantee proper installation of all required improvements in accordance with the plans, specifications, time limitations, and conditions relating thereto as meets with the approval of the Council or such personnel as the Council shall designate. The amount of the security shall be ~~+20%~~ 110% of the City's estimated costs of the improvements. Security shall be in form of cash in the minimum amount of ten percent (10%) of the City's bond amount. The balance of the security shall be in the form of cash, an irrevocable letter of credit, or an escrow bond.

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

The ten percent (10%) retained for the warranty period shall be in cash. The cash amount may be released one year after installation, final inspection, and acceptance by City, if no repairs or replacement are required to the infrastructure installed.

20. Carport Setbacks

15.3.24.090 Supplementary Regulations

A. Accessory Structures:

1. All accessory structures must meet the following requirements:
 - k. Where a property's side yard abuts another property's rear yard, no setback is required for structures that are open on at least two sides so long the structure is attached to the principle structure and is constructed of materials that are aesthetically consistent with the principle structure.
 - l. The structure must be constructed so all water runoff from the accessory structure does not flow onto adjoining properties.
2. Structures that are 200 square feet and less in area and are less than five (5) feet from the property line must meet the following additional requirements:
 - a. Structures with a wall height of eight (8) feet or less and a maximum peak height of twelve (12) feet may be constructed with no side or rear setback from property lines ~~as long as the structure is constructed so all water runoff from the accessory structure does not flow onto adjoining properties~~. In no case may any portion of a structure extend beyond the property line.

21. Downtown Commercial Parking

15.4.16.120 Off-Street Parking

- A. Purpose: To provide adequate, but not excessive, parking to meet the needs of residents, employees, and business patrons, in a manner this is functional, safe, and aesthetically pleasing.
- B. General Requirements:
 1. Off-street parking is not required for permitted uses in the Downtown Commercial (C-D) district ~~except for residential uses which must meet the requirements that are otherwise prescribed in this Title.~~

22. Billboard Permits

15.3.24.020 Billboards

- A. Billboards are permitted in the following locations and subject to the following restrictions:
 1. Billboards are permitted:
 - a. Along I-15 from 3100 North to 1600 North and mile post number 259 to mile post number 258 (heading south) these billboards must be at least 500 feet from any other billboard on the same side of the interstate highway and located in an industrial zone.
 - b. Along Highway 6 from the junction with Highway 89 southeasterly for 0.84 miles. These billboards must be at least 750 feet from any other billboard on the same side of the highway and must be located in an industrial zone.
 2. Must be within 100 feet of I-15 or US Highway 6.
 3. Must be at least 400 feet from any R-1, and R-3 residential districts.
 4. Cannot exceed a height of fifty (50) feet, or twenty-five (25) feet above roadway grade level, whichever is less.
 5. May be double-faced or back-to-back if the separation of panels does not exceed five (5) feet.
 6. Each side may have a sign area not to exceed 675 square feet.
 7. Footing and structure details must be furnished to the City Building Official prior to issuance of a building permit.
 8. Must be monopole.

9. ~~Utah Department of Transportation must approve the billboard location prior to City approval.~~ Utah Department of Transportation must issue a permit for the proposed location prior to commencing construction, or prior to City conducting any inspections pursuant to its permit.

ORDINANCE No. 04-14

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. 04-14

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

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

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

WHEREAS, the commerce and economic development department has made various recommendations to the development portion of the land use ordinance, which have been reviewed by engineers, developers, planners, and the DRC; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on Wednesday, the 5th day of March, 2014, whereat public comment was received; and

WHEREAS, a public hearing was held before the Spanish Fork City Council on Tuesday, the 18th day of March, 2014, whereat additional public comment was received;

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

I.

Spanish Fork Municipal Code §15.1.04.020, Definitions, is hereby amended by repealing the definitions of "Boarding House," "Foster Home," and "Housekeeping Unit" and amending other definitions as follows:

15.1.04.020 Definitions

Assisted Living Facility: A residential facility, licensed by the State of Utah, with a home-like setting that provides an array of coordinated supportive personal and health care services, available 24-hours per day, to residents who have been assessed under Utah Department of Health or the Utah Department of Human Services rules to need any of these services. Each resident shall have a service plan based on the assessment, which may include: (1) specified services of intermittent nursing care; (2) administration of medication; and (3) support services promoting the resident's independence and self-sufficiency. Such facility does not include adult day care provided in conjunction with a residential facility for persons with a disability.

Building Height: The vertical distance from the average finished grade surface of the building to the peak of the roof.

Completion Date: The date the entire subdivision, development, or construction is completed and an approved final inspection statement is given.

Comprehensive General Plan or General Plan: The Land Use Element of the Comprehensive General Plan document as approved by the city council.

Duplex: A building designed for two (2) family units living independently of each other.

Dwelling, Single Residence: A detached building designed for one family unit and having one main kitchen.

Final Plat: An original map or plat drawn on Mylar in a form as approved by the city, showing all lots, streets, utility easements, etc.

Hotel/Motel: A building which provides guest rooms for the overnight lodging of travelers. It may include customarily incidental uses such as meeting rooms, restaurants, and gift shops.

Residential Facility for Elderly Persons: A facility that houses and provides at least some services that contribute towards the care of elderly residents.

II.

Spanish Fork Municipal Code §15.1.04.040, Notices, is hereby amended as follows:

15.1.04.040 Notices

Notices informing of public hearings shall provide a minimum of ten days' notice and shall be given as follows:

Zoning map changes, zoning text amendments, and comprehensive general plan amendments shall be published in a newspaper of general circulation within the City.

Conditional use permits and specific property zone changes shall be posted on the subject property and mailed to all property owners located within 300 feet of the subject property.

Land use ordinance amendments shall be mailed, sent by facsimile, or e-mailed to affected entities.

In addition to the above notices, all notices shall be posted on the City's web page and the State Notice Website.

III.

Spanish Fork Municipal Code §15.3.08.060, Conditional Use Permits, is hereby amended as follows:

15.3.08.060 Conditional Use Permits

- A. Purpose: Certain uses have characteristics that may have a greater impact on the adjoining properties, surrounding neighborhood, or community as a whole than do other permitted uses in the specific zoning district. These uses require a more comprehensive review to determine whether the proposed use at a specific location is appropriate, or whether the use can be made compatible by placing certain conditions on its operation that mitigate or eliminate potential detrimental impacts. The Commission is the land use authority for conditional use permits and is empowered to grant, to grant with conditions, or to deny the conditional use permit application, subject to the findings and hearing requirements of this section.
- B. Application: Application is made by following the instructions on the electronic form provided by the Community Development Department and submitting all required materials.

IV.

Spanish Fork Municipal Code §15.3.16.010, R-R Rural Residential, is hereby amended by deleting seasonal fruit, vegetable, and hay sales from Permitted Uses and moving those uses to Uses Subject to Conditions as follows:

15.3.16.010 Agricultural and Rural Residential Districts

R-R. Rural Residential. This district is similar in character with the A-E District, but parcel sizes are generally somewhat smaller and the soil types may be lower quality. Many of these areas within the Growth Management boundary will likely be rezoned and developed with higher density uses as utilities are extended and adequate streets are developed and/or widened. Other lands outside the Growth Management boundary may eventually be converted to urban uses when a need is shown to expand that boundary.

A. Uses Subject to Conditions

1. Home Occupations (as described in §5.40.010 et seq.)
2. Manufactured Homes (as described in §15.3.24.040 et seq.)
3. Residential facilities for persons with a disability (as described in §15.3.24.010(A) et seq.)
4. Residential facilities for elderly persons (as described in §15.3.24.010(B) et seq.)
5. Seasonal fruit, vegetable, and hay retail sales in structures of less than 500 square feet when at least some of the products being sold are raised on the premises. Subject to having access, parking, and any utility needs approved by the DRC.

V.

Spanish Fork Municipal Code §15.3.16.020 is hereby amended by deleting any reference to R-1-60 and R-1-80 zones, as follows:

15.3.16.020 Residential Districts

R-1-40, R-1-30: These districts provide a rural residential environment within Spanish Fork that are characterized by large single family lots conducive to animal rights as defined §15.3.24.090(H).

VI.

Spanish Fork Municipal Code §15.3.24.020(A)(9) is hereby amended as follows:

15.3.24.020 Billboards

A. Billboards are permitted in the following locations and subject to the following restrictions:

9. The Utah Department of Transportation must issue a permit for the proposed location prior to commencing construction, or prior to City conducting any inspections pursuant to its permit.

VII.

Spanish Fork Municipal Code §15.3.24.030, Master Plan Developments is hereby amended as follows:

15.3.24.030 Master Planned Developments

1. Purpose: The purpose of the Master Planned Development concept is to:
 - a. Allow for designs that provide for more efficient utilization of public infrastructure than what is achieved in a standard subdivision.
 - b. Allow for deviations from typical zoning standards in order to permit uniquely configured or situated properties to be developed in a functional manner that enhances the City.
 - c. Allow developments to include a total number of units that matches the base density that found in the underlying zone as identified in Table 1 – Residential Development Standards of Title 15.
 - d. Establish residential neighborhoods with a distinct character and convey a sense of unity.
2. Permitted Uses:
 - a. All uses listed in R-1 and R-3 Districts, subject to the same restrictions or limitations of the use.
 - b. Multi-family dwellings with more than four (4) attached units.

A. Subdivision Design

1. For purposes of calculating base density, sensitive lands shall be excluded from the calculation.
2. The minimum size of a Master Planned Development is five (5) contiguous acres, except in R-1-6 and R-3 zones, where one (1) contiguous acre is required. School and church sites are to be excluded from the acreage calculation.
3. Density Calculations - Church sites, school sites, and sites for other non-residential uses may not be counted in the density calculations.
4. Street Design - Local streets shall not exceed 600 feet in length without an intersecting street.

B. Architecture

1. Minimum House Sizes - finished area (square feet). For the purposes of calculating required finished area, square footage in basements shall not qualify. For split level homes, finished area on floors that are at least 50% below the finished grade of the lot shall not count towards the required finished area.

Minimum House Sizes - Finished Floor Area

| Minimum House Sizes - finished area | | |
|-------------------------------------|-------------------|-------------------|
| Minimum Lot Size and Multi-family | One Story | Multi-Level |
| 80, 000 square feet | 1,600 square feet | 2,400 square feet |

| | | |
|--------------------|----------------------------------|------------------------------------|
| 60,000 square feet | 1,600 square feet | 2,400 square feet |
| 40,000 square feet | 1,600 square feet | 2,400 square feet |
| 30,000 square feet | 1,500 square feet | 2,200 square feet |
| 20,000 square feet | 1,500 square feet | 2,200 square feet |
| 15,000 square feet | 1,500 square feet | 2,200 square feet |
| 12,000 square feet | 1,400 square feet | 2,000 square feet |
| 9,000 square feet | 1,300 square feet | 1,600 square feet |
| 8,000 square feet | 1,200 square feet | 1,500 square feet |
| 6,000 square feet | 1,100 square feet | 1,400 square feet |
| Multi-family | 1,000 square feet (one level) | 1,200 square feet (multi-level) |

2. Distinct Designs – Master Planned Developments shall provide a variety of home styles to ensure a diverse and interesting streetscape. Neighborhoods that have repetitive homes constructed along the same street are not allowed. In order to ensure that the neighborhood is non-repetitive, the same street facing elevation shall not be built on adjacent lots on the same street or on lots directly or diagonally across the street from one another. Different elevations shall be characterized by elements such as, but not limited to, distinct footprints, rooflines, cladding materials or architectural features which contribute to home designs that are easily distinguishable from other home designs along the same street. The City Council may waive this requirement for developments which include multi-family housing that present specific architectural designs for the multi-family portion of the development at the time of project approval.
3. Parking - Master Planned Developments shall provide at least a two car garage for each single family residence. Townhomes and multi-family units must have one attached or detached garage (minimum 12 feet x 20 feet) per unit. Developments shall include no less than 0.5 guest parking spaces per dwelling unit. Developments that include, with each dwelling unit, a two car garage and driveway space for two vehicles shall not be required to provide additional guest parking. When required, at least one space for guest parking shall be located within 200 feet of each dwelling unit.
4. Roofing - Homes in the development shall have at least a 6/12 pitched roof on the main portion of the roof unless it is determined by the Community Development Department that a lesser pitch roof is essential to maintain the integrity of a particular architectural style and that the style is a substantial improvement to what would be built in a standard subdivision.
5. Exterior Materials - Homes in Master Planned Developments shall be clad in masonry, or masonry based materials or a chemically-treated, wood-based, nail-on, lap siding that has at least a 50-year warranty. The City Council may grant a

waiver of this requirement based upon superior architectural design plans which involve other materials.

C. Landscaping

1. Front and side yard landscaping shall be installed in Master Planned Developments prior to receiving a Certificate of Occupancy. Exceptions to this rule include the installation of yards between October 15 and April 15. Provisions shall be made to allow bonds to be posted for required landscaping between October 15 and April 15 when homes are otherwise ready for occupancy. For phased multi-family Master Planned Developments, landscaping shall be installed according to the approved phasing plan. Minimum landscaping shall include sod or hydroseed, one, two-inch caliper tree, measured two feet from the ground, and automated sprinkler system. The City Council has the discretion to modify the minimum landscaping requirements if a conservation (xeriscaping) landscape plan is proposed.
2. Application. Applications to establish a Master Planned Development shall be processed as a subdivision if any new lots are to be created. If no new lots are proposed, such as for an apartment project, an application will be processed according to the Site Plan procedures. All applications must include the following information in addition to normal filing requirements for a subdivision or Site Plan project:
 - a. Complete description of the intended nature and character of the development.
 - b. Description of all proposed private or public open space areas, including improvements, ownership, and maintenance provisions.
 - c. Proposed project phasing.
 - d. Plans representing proposed landscaping, fences, walls, entry treatments, signage and lighting.
 - e. Preliminary conditions, covenants, and restrictions (CC&R's).
 - f. Any variations from the non-Master Planned Development standards.
 - g. Any proposed amended development standards, including such things as variations in setbacks, heights, and lot sizes.
 - h. Proposed street cross sections, and proposed ownership and maintenance provisions, if the streets are proposed to be private.
 - i. A data table which includes total acreage, acreage of sensitive lands, total number of dwelling units, and units by type, dwelling units per acre, acreage of open space, percent of acreage in open space.
3. Phases. All residential subdivisions shall include a phasing plan that specifies the timing of public improvements and residential construction. This plan must be submitted at the submission of the Preliminary Plat. If the sequence of construction of various portions of the development is to occur in stages then the bonus density amenities shall be developed, or committed thereto, in proportion to the number of dwelling units intended to be developed during any given stage of construction.
4. Findings. Prior to granting approval of a Master Planned Development, the applicable reviewing body shall make findings identifying why the applicant's proposal justifies a bonus density. Those findings should include the following:

- a. The proposed development will provide a more pleasant and attractive living environment than a conventional residential development established under the strict application of the provisions of the underlying zone.
- b. The proposed development will not be materially detrimental to the health, safety, or general welfare of persons residing or working within the neighborhood of the development;
- c. Any variation allowed from the development standards of the underlying district will not create increased hazards to the health, safety, or general welfare of the residents of the development of adjacent areas.

VIII.

Spanish Fork Municipal Code §15.3.24.090(A)(1)(k) and (l) are hereby created and §15.3.24.090(A)(2)(a) is amended, as follows:

15.3.24.090 Supplementary Regulations

A. Accessory Structures:

- 1. All accessory structures must meet the following requirements:
 - k. Where a property's side yard abuts another property's rear yard, no setback is required for structures that are open on at least two sides so long as though the structure is attached to the principle structure and is constructed of materials that are aesthetically consistent with the principle structure.
 - l. The structure must be constructed so all water runoff from the accessory structure does not flow onto adjoining properties.
- 2. Structures that are 200 square feet and less in area and are less than five feet from the property line must meet the following additional requirements:
 - a. Structures with a wall height of eight (8) feet or less and a maximum peak height of twelve (12) feet may be constructed with no side or rear setback from property lines. In no case may any portion of a structure extend beyond the property line.

IX.

Spanish Fork Municipal Code §15.4.04.040, Amended Plats, is hereby amended as follows:

15.4.04.040 Amended Plats

In all subdivisions which have been recorded and in which changes have been made which changed the subdivision materially, an amended plat must be filed and recorded in accordance with the provisions of this title. In situations where modifications are limited to the adjustment of lot lines and all affected property owners consent to the modifications, an

applicant shall apply to have a Minor Plat Amendment approved. The information required with an application for Minor Plat Amendment approval shall match those found with Final Plat applications. The fee for Minor Plat Amendment approval shall be set forth by the City Council in the City's budget. The DRC may waive individual submittal requirements as the DRC finds appropriate. Upon finding that all applicable standards have been met, the DRC shall approve the Minor Plat Amendment. Once all requirements have been met and any required bonds have been posted, the Plat will be submitted to the Utah County Recorder's Office for recordation.

X.

Spanish Fork Municipal Code §15.4.04.060(A), Filing of Preliminary Plats, is amended to provide for electronic filing of plats as follows:

15.4.04.060 Filing of Preliminary Plats

- A. Prior to preparing a preliminary plat, the developer should review conceptual plans with the Community Development Department. To apply for a preliminary plat approval, applicants must follow instructions on the electronic form provided by the Community Development Department and submit all required materials. Plans submitted for preliminary plat approval shall be provided in this format:
1. A pdf and computer aided design (CAD) file of the plat in a dwg or dxf format. The CAD file of the subdivision must be in the 1927 North American Datum (NAD27) or 1983 North American Datum (NAD83) State Plane.
 2. All fees for the preliminary plat are due upon filing the application.

If anything is submitted by e-mail, the Community Development Department must be contacted for the proper e-mail address and for confirmation that the e-mail was received.

XI.

Spanish Fork Municipal Code §14.4.04.070(A), Form and Content of Preliminary Plats, is hereby amended as follows:

15.4.04.070 Form and Content of Preliminary Plats

- A. Each preliminary plat shall be accompanied by a filing fee in the amount established by the City Council in the annual budget. Each preliminary plat of a subdivision shall contain the following information:
1. The proposed name of the subdivision;
 2. The names and addresses of the Developer and the Civil Engineer of the subdivision;
 3. The names of all adjacent subdivisions and property owners;
 4. The location of the subdivision as a part of some larger subdivision or tract of land referred to in the records of the county recorder. In such case, a sketch of the prospective street system of the unplatted parts of the subdivider's land shall

- be submitted and the street system of the part submitted shall be considered in light of existing master street plans or other Commission street studies;
5. A tie to a section corner. All horizontal data shall be based on the 1927 North American Datum (NAD27) or 1983 North American Datum (NAD83) State Plane Coordinate System, Utah Central Zone, US Foot. Horizontal datum shall be clearly written on all plat drawings;
 6. A contour map with vertical intervals not to exceed two feet. Contours shall be clearly labeled. All vertical data shall be based on the 1929 North American Vertical Datum (NAVD29) or 1988 North American Vertical Datum (NAVD88). Vertical datum shall be written on plat; and
 7. Show all existing and proposed streets, alleys, easements, watercourses including flood zone areas, irrigation ditches, fence lines, utilities, buildings, public areas and any other important features within 200 feet of the tract to be subdivided;
 8. Phasing plan showing how proposed development will function until the subdivision is completed;
 9. A table including: total acreage of area proposed for development, acreage of individual phases, total acreage in lots, total acreage in open space, percent of open space, total number of lots, and density in lots per acre, and total acreage in flood zone;
 10. The date of preparation, a standard engineering scale of not more than 100 feet to the inch, a north arrow, and a vicinity map;
 11. A stamp and signature of a Civil Engineer licensed in the state of Utah.

XII.

Spanish Fork Municipal Code §15.4.04.100, Filing of Final Plats – When, is hereby amended as follows:

15.4.04.100 Filing of Final Plats - When

Within one (1) year after approval of the preliminary plat or within the time for which an extension to make such filing has been granted, the original tracing shall be submitted to the Community Development Department, together with the following:

1. A Computer Aided Design (CAD) file in a dwg or dxf format and a Portable Document Format (PDF) file of the plat.
2. The CAD file of the subdivision must be in the 1927 North American Datum (NAD27) or 1983 North American Datum (NAD83) State Plane Coordinate System, Utah Central Zone, US Foot, with a tie to a section corner.

The City will review the submission and notify the developer of any changes that must be made. The developer shall have a written response to all redlines corrected. Once these changes are made, a Portable Document Format (PDF) file of the plat must be submitted to the Community development department.

Each final plat shall be accompanied by a filing fee established by the City Council in its annual budget, together with any impact, inspection, testing, connection, or other fees which are due before recording.

XIII.

Spanish Fork Municipal Code is hereby amended by creating sections 15.4.04.180, Minor Subdivision Plats; 15.4.04.190, Form and Contents of Minor Final Plats; 15.4.04.200, Review and Approval Procedure for Minor Final Plats; 15.4.04.210, Recordation of Minor Final Plats; 15.4.04.220, Commencement/Completion Time Frame for Minor Final Plats; 15.4.04.230, Amendments to Minor Final Plats; and 15.4.04.240, Building Permits for Minor Final Plats, as follows:

15.4.04.180 Filing of Minor Subdivision Plat

Minor Subdivision Plats may be approved for subdivisions of five (5) or fewer lots where those lots conform to applicable zoning standards and where all required infrastructure is adjacent to the subject property. Application for Minor Subdivision Plat approval can be made by completing an application form and submitting the following materials to the Community Development Department:

1. Seven 24x36 inch copies of the Minor Subdivision Plat and construction drawings;
2. Two 11x17 inch copies of the Final Plat and construction drawings;
3. A Computer Aided Design (CAD) file and a Portable Document Format (PDF) file of the plat must be submitted on a CD or by e-mail in a dwg or dgn format. The CAD file of the subdivision must be in the 1927 North American Datum (NAD27) or 1983 North American Datum (NAD83) State Plane Coordinate System, Utah Central Zone, US Foot, with a tie to a section corner.

The City will review the submission and notify the applicant of any changes that must be made. Once these changes are made, a Portable Document Format (PDF) file of the plat must be submitted to the Community Development Department. Once approved by the DRC, four 24x36 inch copies, one clearly legible 11x17 inch copy, and a CAD file of the plat must be submitted to the Community Development Department. Two 24x36 inch copies will be retained by the City, the other two 24x36 inch copies will be signed and stamped by the City and returned to the Developer. The applicant must insure that a copy of the signed and approved construction plans is on site at all times during construction. Each Minor Subdivision Plat shall be accompanied by a filing fee established by the City Council in its annual budget, together with any impact, inspection, testing, connection or other fees which are due before recording.

15.4.04.190 Form and Contents of Minor Final Plats

- A. The developer must submit a Mylar of the Minor Subdivision Plat to the City in a format approved by the City and County. The Minor Subdivision Plat shall contain the following:
 1. A tie to a section corner and the state plane coordinates of each point. All horizontal data shall be based on the 1927 North American Datum (NAD27) or 1983 North American Datum (NAD83) State Plane Coordinate System, Utah Central Zone, US Foot. Horizontal datum shall be clearly written on the plat;

2. Accurate dimensions for all lines, angles and curves used to describe boundaries, streets, alleys, easements, areas to be reserved for public use, and other important features; the lines, angles, dimensions, state plane coordinates, bearings, areas and numbers of all lots, blocks and parts reserved for any reason within the subdivision. All dimensions shall be determined by an accurate field survey which shall balance and close as required by Utah County;
3. All lots and blocks are to be numbered, addressed and named in accordance with the street numbering and naming system assigned by the City Engineer;
4. A statement that "All drinking water and pressurized irrigation lines up to and including the meter, all sanitary sewer mains, all electric meters, and all electric and SFCN communication service lines up to the mast on overhead installations and to the top of the meter base for underground installations are dedicated to Spanish Fork City.";
5. Plats and signatures shall be in waterproof ink on a 24x36 inch Mylar sheet. There shall be an unencumbered margin of one and one-half inches on the left-hand side of the sheet and not less than a half inch margin around the outer three sides of the sheets. The scale shall be a standard engineering scale of no more than 100 feet to the inch;
6. A stamp and signature of a surveyor licensed in the state of Utah;
7. A statement that "All public utility easements platted hereon are in perpetuity for installation, maintenance, repair, and replacement of public utilities sidewalks and appurtenant parts thereof and the right to reasonable access to grantor's easement shall run with the real property and shall be binding upon the grantor and the grantor's successors, heirs and assigns";
8. All Building Permits for the subdivision shall comply with the Development Soils Report and Mass Grading Plan. Elevation certificates shall be reviewed and approved by the City Engineer or his/her designee as required;
9. The date of preparation, a standard engineering scale of not more than 100 feet to the inch, a north arrow, and a vicinity map;
10. All offsite easements required to provide services or utilities to the project shall be recorded with the Utah County Recorder's office prior to or in conjunction with the Minor Subdivision Plat recordation;

B. The following documents must accompany the Minor Subdivision Plat:

1. Construction Plans. A complete set of construction plans must accompany the Minor Subdivision Plat. Construction plans must meet the requirements of this Title as well as the standards found in Chapter 39.20 Improvement and Design Requirements of the Construction Standards;
2. Soils Reports. A soils report shall provide a detail of lot by lot summary addressing finished floor elevation including basements. The report shall include a minimum height factor for peak month in a wet year, and also address all Hillside Development Standards;
3. Storm Water Plan. The developer shall provide a final drainage plan and report according to the Storm Water Drainage Design Manual;

4. Mass Grading Plan. The developer shall provide a final subdivision grading plan showing each individual property. The site shall be designed to eliminate flooding or standing water on any private property.

15.4.04.200 Review and Approval Procedure of Minor Final Plats

Minor Subdivision Plat and construction drawings shall be submitted to the City for review to insure conformity to the present ordinances and standards and for the adequacy and availability of public facilities. If the Minor Subdivision Plat or construction drawings are not in conformity, the City shall refer it back to the subdivider or developer with a list of items necessary to bring the Minor Subdivision Plat or construction drawings into compliance. If the Minor Subdivision Plat and construction drawings are in conformity, the plat or complete drawings will be submitted to the Development Review Committee with suggestions and comments noted thereon. The DRC shall act as the Land Use Authority for Minor Subdivision Plat approval. If approved, the City Manager, Community Development Director and City Engineer shall sign the Minor Subdivision Plat. If any conditions are attached, the Minor Subdivision Plat or construction drawings shall be amended to reflect such changes and an accurate Minor Subdivision Plat shall be submitted to the City, prior to signing.

15.4.04.210 Recordation of Minor Final Plats

Following acceptance by the DRC, the Minor Subdivision Plat bearing all official approvals shall be deposited in the office of the County Recorder for recording by the City. Only the City may record Minor Subdivision Plats. The Minor Subdivision Plat must be recorded with Utah County within 120 days after approval by the DRC. Approval expires and the plat must be resubmitted if the Minor Subdivision Plat is not recorded within 120 days. All inspection, testing and/or connection fees required by ordinance shall be paid and permits required shall be obtained prior to the recordation of the Minor Subdivision Plat.

15.4.04.220 Commencement/Completion Time Frame for Minor Final Plats

- A. Prior to the construction of any improvements required by this Title, the subdivider shall furnish to the City Engineer the following:
 1. Approved sets of construction plans;
 2. Full security deposit (bond) required by this title (15.4.16.110);
 3. Inspection fee deposit;
 4. Subdivision development agreement;
 5. Hold a preconstruction meeting;
 6. Meet all conditions for approval as established by the Council.
- B. All improvements within subdivisions must be completed within one year of the date of recordation. If improvements are not completed within the time limitation imposed herein, the City may forfeit any bond or surety, which shall have been posted by the owner or subdivider.

15.4.04.230 Amendments to Minor Final Plats

The City Engineer may approve minor amendments to approved Minor Subdivision Plat before the Minor Subdivision Plat is recorded, if he/she finds that the proposed amendments do not jeopardize the interest of the City or adjoining property owners. The types of minor

amendments contemplated by this section may include, but not be limited to, legal description mistakes, minor boundary changes and items that should have been included on the original Minor Subdivision Plat. Major amendments to unrecorded approved Minor Subdivision Plat shall go back through the approval process.

15.4.04.240 Building Permits for Minor Final Plats

The City may issue a Building Permit upon application and compliance with the requirements of law and once all improvements are installed, accepted by the City Engineer, and in service for the entire plat. In the event asphalt pavement plants are closed for the winter, Building Permits may be issued before paving if there is six inches of compacted road base in all areas to be paved.

XIV.

Spanish Fork Municipal Code §15.4.08.040, Approval or Disapproval – Procedure, is hereby amended as follows:

15.4.08.040 Approval or Disapproval - Procedure

Each Site Plan submitted to the City shall be referred to the DRC, for review to insure conformity to the present ordinances and standards and for adequacy and availability of public facilities. The DRC may table the matter to further study the issues presented. The DRC may approve, reject, or grant approval upon the conditions stated. If approved, the DRC shall express its approval with whatever conditions are attached. If any conditions are attached, the site plan shall be amended to reflect such changes and an accurate site plan shall be submitted to the City.

Receipt of this accurate copy shall be authorization for the developer to proceed with the preparation of plans and specifications for the minimum improvements hereinafter required by this title. Original site plans are subject to the standards, policies, and regulations that are in constraints for the proposed development.

1. Staff Review.

- a. Application for Site Plan approval can be made by following instructions on the electronic form provided by the Community Development Department and by submitting a in a computer aided design (CAD) file of the plans on a CD, or by an e-mail in a dwg or dxf format. The CAD file of the subdivision must be in the 1927 North American Datum (NAD27) or 1983 North American Datum (NAD83) State Plane Coordinate System, Utah Central Zone, US Foot, with a tie to a section corner.

If anything is submitted by e-mail, the Community Development Department must be contacted for the proper e-mail address and for confirmation the e-mail was received.

XV.

Spanish Fork Municipal Code §15.4.12.060, Existing Structures, is hereby created as follows:

15.4.12.060 Existing Structures

Where the following conditions are met, credit will be given towards the impact fees for replacement structures:

1. The subject property was located within Spanish Fork City limits on July 1, 1995.
2. A dwelling or business was located on the subject property on July 1, 1995.
3. Municipal services such as water, sewer, or power were being provided to the subject property on July 1, 1995.

Credit towards impact fees will be limited to the services provided to the property for the existing service size.

XVI.

Spanish Fork Municipal Code §15.4.16.085(F) is hereby amended and (G), (H) and (I) are created as follows:

15.4.16.85 Street Improvements

- F. Grades. The maximum grade allowed for any City street is eight percent (8.0%) unless otherwise approved by the City Engineer. In no case shall grades greater than fourteen percent (14.0%) be allowed. The minimum grade allowed for any City street is 0.45%. The maximum grade allowed for any private driveway is twelve percent (12.0%).
- G. Pedestrian Connections. Pedestrian connections may be required in situations where the Development Review Committee finds that the design creates an impediment for pedestrian travel within a development or neighborhood. Particular attention will be paid to providing pedestrian access to public spaces such as schools and parks. Pedestrian access corridors will be twelve feet in width or wider.
Sidewalks may be required on non-residential sites to connect buildings with sidewalks in public streets, to connect one site with adjacent sites or to provide a connection between two public streets.
- H. Two Points of Access. Two points of vehicular access may be required for developments if the DRC finds they are necessary to create a functional street network or to help ensure access for public safety personnel and equipment.
- I. Local Street Connections. Where parallel or nearly parallel streets are 600 feet or longer, a local street connection between those two streets shall be required, unless this requirement is expressly waived by the DRC.

XVII.

Spanish Fork Municipal Code §15.4.16.110 is hereby amended as follows:

15.4.16.110 Security for Improvements Required

The owners and/or developers of property shall deposit security with the City to guarantee proper installation of all required improvements in accordance with the plans, specifications, time limitations, and conditions relating thereto as meets with the approval of the Council or such personnel as the Council shall designate. The amount of the security shall be 110% of the City's estimated costs of the improvements. Security shall be in form of cash in the minimum amount of ten percent (10%) of the City's bond amount. The balance of the security shall be in the form of cash, an irrevocable letter of credit, or an escrow bond.

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

The ten percent (10%) retained for the warranty period shall be in cash. The cash amount may be released one year after installation, final inspection, and acceptance by City, if no repairs or replacement are required to the infrastructure installed.

XVIII.

Spanish Fork Municipal Code §15.4.16.120 is hereby amended as follows:

15.4.16.120 Off-Street Parking

B. General Requirements:

1. Off-street parking is not required for permitted uses in the Downtown Commercial (C-D) district, except for residential uses, which must meet the requirements that are otherwise prescribed in subparagraph C.

XIX.

Spanish Fork Municipal Code §15.4.20.020(G) is hereby amended as follows:

15.4.20.020 General Provisions

- G. All properties adjacent to the Spanish Fork River shall dedicate forty (40) feet of land adjacent to the River for access and the installation, maintenance, repair, and replacement of roadway access for the following public purposes:
 1. Access to the Spanish Fork River;
 2. The right to do necessary work in and adjacent to the Spanish Fork River to preserve the river corridor buffer in an effort to reduce erosion and potential future flooding;
 3. The right to install and maintain armor along the Spanish Fork River bank;

4. The right to maintain and repair the river bank and bed, and monitor river flow capacities;
5. The right to survey the area as needed for installation of armor and for periodic monitoring of the River.
6. The right to construct a trail for public access and use.

The City may require additional land be dedicated to provide an access corridor from developed areas to the River.

XX.

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

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

STEVE LEIFSON, Mayor

Attest:

Kent R. Clark, City Recorder



ZONING MAP AMENDMENT AND PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL MAYFIELD ZONING MAP AMENDMENT AND PRELIMINARY PLAT

- Agenda Date:** March 18, 2014.
- Staff Contacts:** Dave Anderson, Community Development Director.
- Reviewed By:** Development Review Committee.
- Request:** That the City's Zoning Map be amended and that a Preliminary Plat be approved. Per the request, the Zoning Map would be changed from 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:** 33.
- Location:** 130 North 2550 East.

Background Discussion

This proposal involves both a Zone Change and Preliminary Plat approval. The Zone Change would allow for the development of a subdivision with 12,000 square foot lots. The proposed Preliminary Plat is a standard subdivision with lots that all meet the City's requirements for the R-1-12 zone.

The R-1-12 zoning would allow for development that is similar to what has occurred west of the subject property and Maple Mountain High School. In the past, there have been discussions about having properties on the east side of 2550 East zoned R-1-15, but no property has yet been zoned for development east of 2550 East in this area. In any event, of which staff is aware, the City's vision for the subject property has always been to have it zoned R-1-12.

The proposed subdivision meets the City's requirements relative to lot size and lot dimensions for lots in the R-1-12 zone. The applicant would improve both 130 North and 2550 East as well as all of the interior streets in the development.

Applicants requesting Preliminary Plat Approval are required to hold neighborhood meetings. This applicant held a meeting on January 28, 2014. A list of attendees and notes form that meeting are attached to this report.

As the proposed zoning is consistent with the General Plan and the proposed subdivision meets the requirements for the R-1-12 zone, the DRC recommended that both the proposed zoning and Preliminary Plat be approved.

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.

Planning Commission

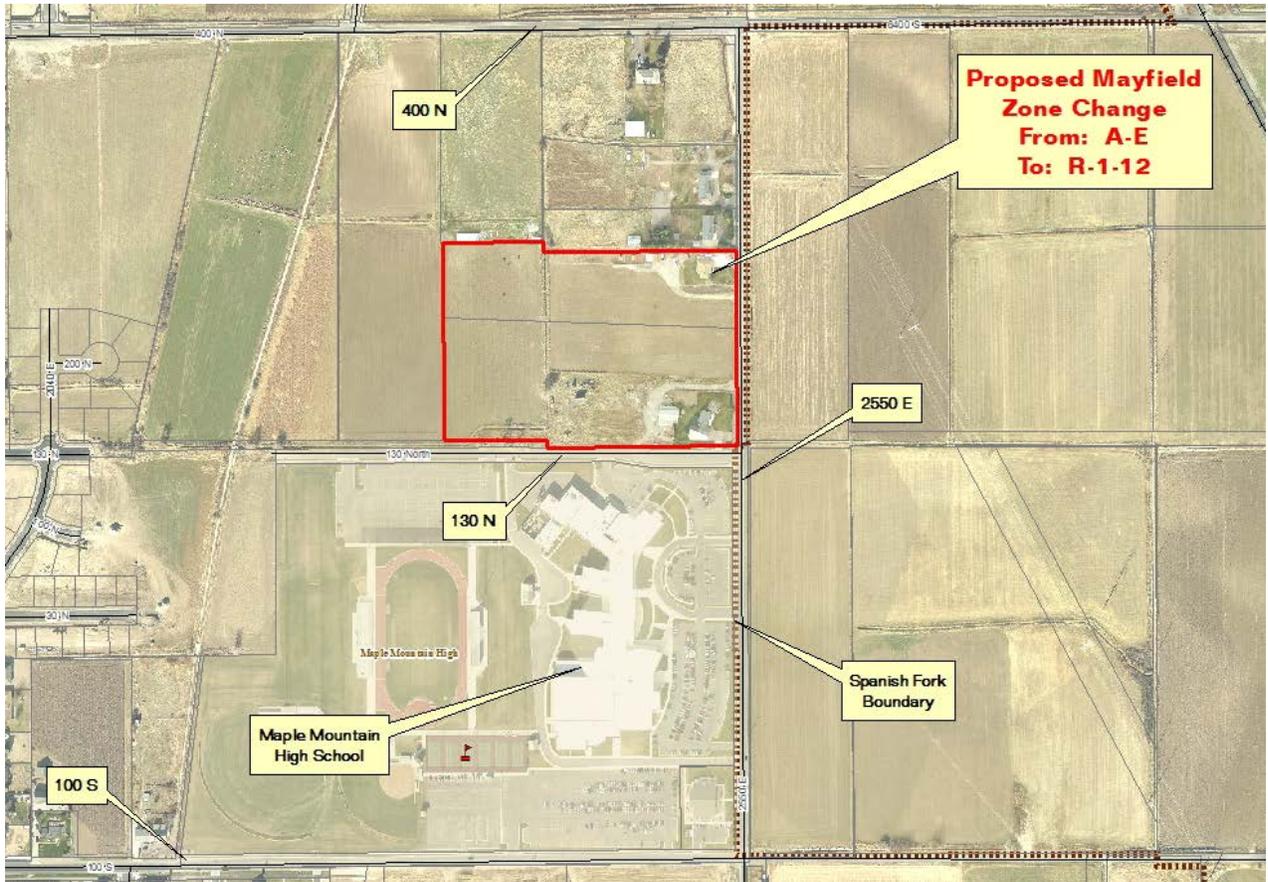
The Planning Commission discussed this request in both their February 5 and March 5 meetings and recommended in their March 5 meeting that the proposed Zone Change and Preliminary Plat be approved.

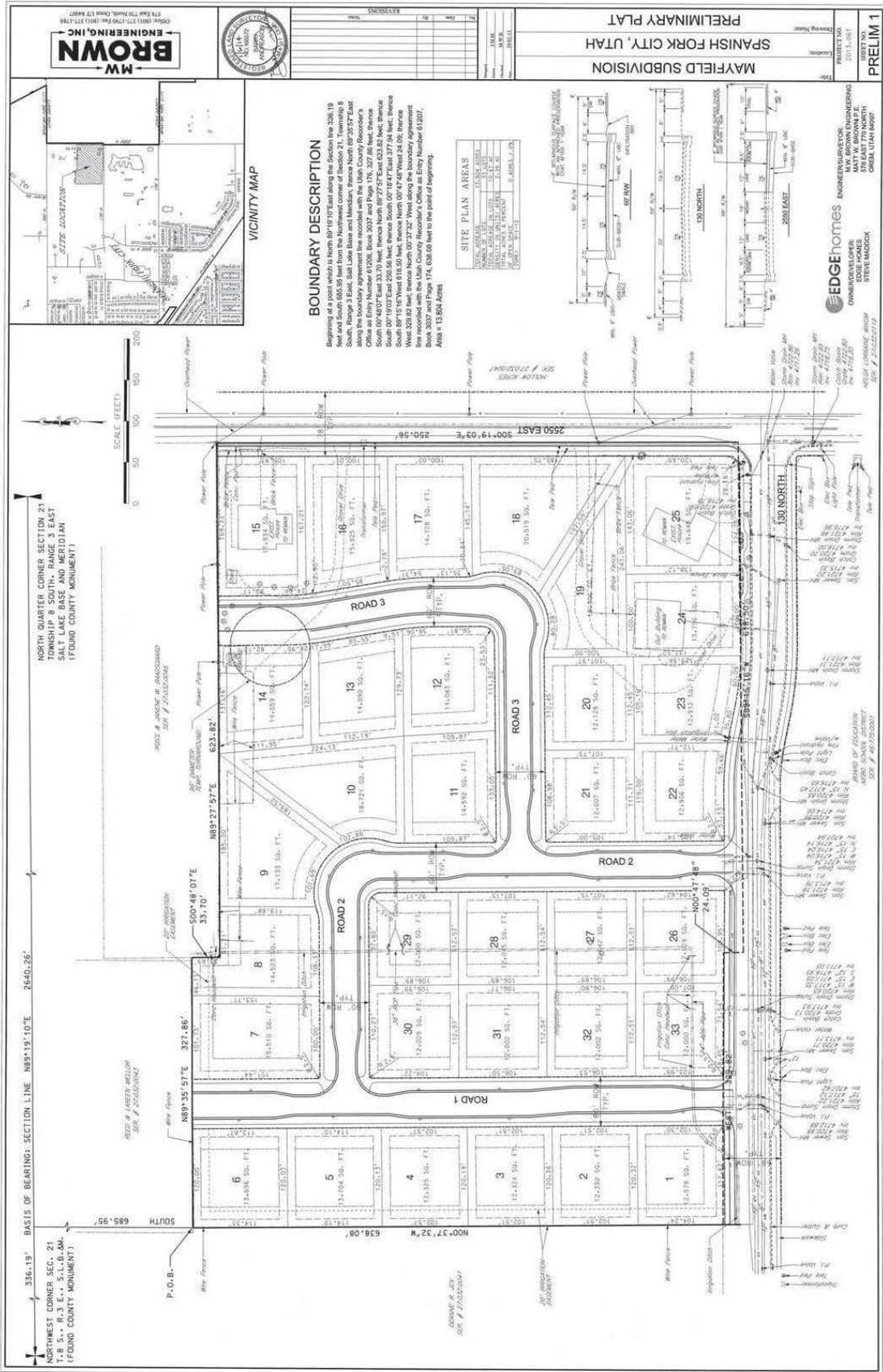
Budgetary Impact

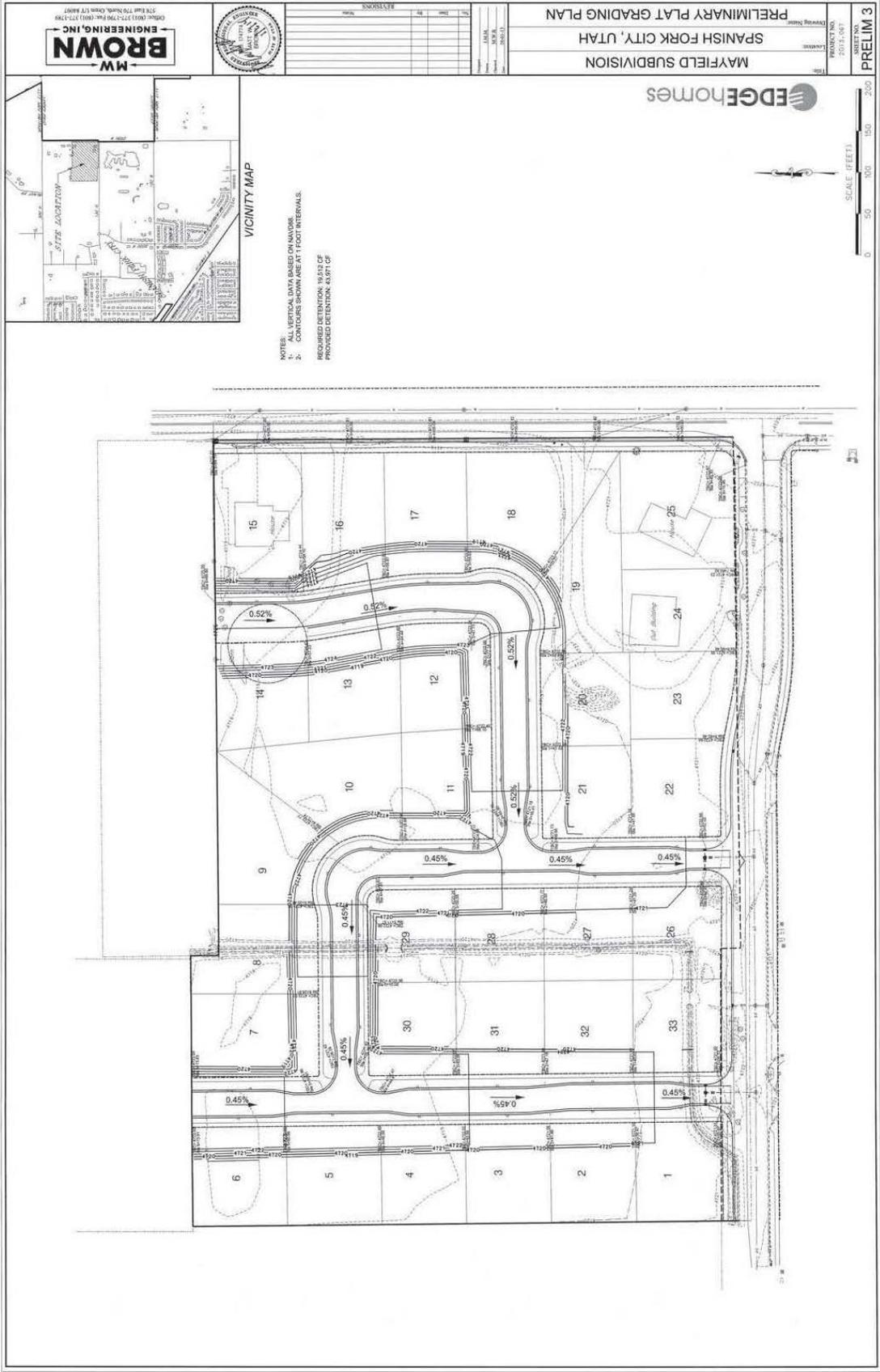
There is no immediate budgetary impact anticipated with the approval of this plat.

Recommendation

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









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



City Budget

**FY 2014
Revision #3**

Public Hearing March 18th, 2014

| SUMMARY SHEET | ACT FY11 | ACT FY12 | ACT FY13 | FY2014 Rev 2 | FY2014 Rev 3 | |
|---------------------------|-------------------|-------------------|-------------------|---------------------|---------------------|----------------------|
| EXPENDITURES | | | | | | Difference |
| General Fund | 15,804,346 | 16,842,492 | 15,744,617 | 18,358,644 | 18,408,163 | \$ 49,520 |
| Enterprise Funds | 32,857,435 | 36,361,214 | 36,397,491 | 46,432,352 | 46,558,490 | \$ 126,137 |
| Miscellaneous Funds | 5,452,811 | 12,348,415 | 5,776,323 | 6,090,000 | 4,566,247 | -\$ 1,523,753 |
| TOTAL EXPENDITURES | 54,114,591 | 65,552,121 | 57,918,431 | 70,880,996 | 69,532,900 | -\$ 1,348,096 |

| | | | | | | |
|----------------------|-------------------|-------------------|-------------------|-------------------|-------------------|----------------------|
| REVENUE | | | | | | |
| General Fund | 15,804,346 | 16,842,492 | 15,744,617 | 18,358,644 | 18,408,164 | \$ 49,520 |
| Enterprise Funds | 32,857,434 | 36,361,214 | 36,397,491 | 46,432,351 | 46,558,489 | \$ 126,138 |
| Miscellaneous Funds | 5,452,811 | 12,348,415 | 5,776,323 | 6,090,000 | 4,566,247 | -\$ 1,523,753 |
| TOTAL REVENUE | 54,114,592 | 65,552,121 | 57,918,431 | 70,880,996 | 69,532,900 | -\$ 1,348,095 |

| | | | | | |
|----------------|-------------|-------------|-------------|-------------|-------------|
| BALANCE | \$ 0 |
|----------------|-------------|-------------|-------------|-------------|-------------|

| ACCT# | GENERAL FUND REVENUES | ACT FY11 | ACT FY12 | ACT FY13 | FY2014 Rev 2 | FY2014 Rev 3 | DIFFER |
|-------|---------------------------|---------------------|---------------|---------------|---------------|---------------|------------|
| | | \$ 1,475,891 | | | | | |
| 1 | Property Tax | \$ 1,803,958 | \$ 1,782,280 | \$ 1,804,047 | \$ 1,824,928 | \$ 1,824,928 | \$ 0 |
| 2 | Sales Tax | 3,792,323 | 4,232,847 | 4,647,615 | \$ 5,125,000 | \$ 5,125,000 | \$ 0 |
| 3 | Energy Sales Tax | 1,719,379 | 1,801,957 | 1,797,437 | \$ 1,805,000 | \$ 1,805,000 | \$ 0 |
| 4 | Telephone Tax | 311,573 | 408,105 | 426,810 | \$ 437,000 | \$ 437,000 | \$ 0 |
| 5 | Cable TV Tax | 178,737 | 180,595 | 178,771 | \$ 190,000 | \$ 190,000 | \$ 0 |
| 6 | License: Bus/Dog | 57,005 | 62,750 | 61,260 | \$ 61,500 | \$ 61,500 | \$ 0 |
| 7 | Building Permit/Dev | 440,273 | 533,068 | 584,737 | \$ 630,000 | \$ 630,000 | \$ 0 |
| 8 | Grants | 217,166 | 269,608 | 73,117 | \$ 36,483 | \$ 36,483 | \$ 0 |
| 9 | Liquor Fund Allot. | 28,847 | 28,418 | 26,231 | \$ 26,000 | \$ 26,000 | \$ 0 |
| 10 | Seniors Center | 86,291 | 98,044 | 78,791 | \$ 92,000 | \$ 92,000 | \$ 0 |
| 11 | Recreation Fees | 491,338 | 506,801 | 492,531 | \$ 491,950 | \$ 491,950 | \$ 0 |
| 12 | Concessions | 98,867 | 105,894 | 108,592 | \$ 103,000 | \$ 103,000 | \$ 0 |
| 13 | Batting Cages | 0 | 0 | 0 | \$ 0 | \$ 0 | \$ 0 |
| 14 | Ambulance Service | 529,573 | 551,357 | 654,856 | \$ 620,000 | \$ 620,000 | \$ 0 |
| 15 | County Fire Allot. | 180,988 | 334,454 | 269,409 | \$ 180,000 | \$ 186,193 | \$ 6,193 |
| 16 | Library | 60,230 | 62,469 | 63,932 | \$ 59,400 | \$ 59,400 | \$ 0 |
| 17 | Cemetery | 180,750 | 170,175 | 194,300 | \$ 164,000 | \$ 164,000 | \$ 0 |
| 18 | Court Revenue | 294,375 | 190,733 | 202,873 | \$ 183,200 | \$ 183,200 | \$ 0 |
| 19 | Interest Earnings | 54,224 | 80,631 | 67,560 | \$ 65,050 | \$ 65,050 | \$ 0 |
| 20 | Rentals | 137,872 | 145,574 | 234,484 | \$ 136,000 | \$ 136,000 | \$ 0 |
| 21 | FOL | 65,091 | 74,208 | 99,538 | \$ 95,000 | \$ 95,000 | \$ 0 |
| 22 | Fairgrounds | 206,152 | 167,441 | 353,625 | \$ 416,391 | \$ 417,291 | \$ 900 |
| 23 | Miss SF | 9,181 | 8,935 | 6,883 | \$ 6,000 | \$ 6,000 | \$ 0 |
| 24 | Wind & Wild West | 78,510 | 667 | 0 | \$ 0 | \$ 0 | \$ 0 |
| 25 | Sale of Assets | | 60 | 0 | \$ 30,000 | \$ 30,000 | \$ 0 |
| 26 | Shared Employees | 202,305 | 205,241 | 212,851 | \$ 204,807 | \$ 204,807 | \$ 0 |
| 27 | Arts Council | \$ 86,580 | \$ 101,380 | \$ 74,938 | \$ 88,500 | \$ 88,500 | \$ 0 |
| 28 | Sundry | \$ 19,507 | \$ 76,215 | \$ 203,338 | \$ 100,500 | \$ 100,500 | \$ 0 |
| 29 | Traffic School | 46,380 | 27,620 | 19,800 | \$ 20,000 | \$ 20,000 | \$ 0 |
| 30 | Rodeo | 271,993 | 478,184 | 434,823 | \$ 454,200 | \$ 454,200 | \$ 0 |
| 31 | Fiesta Days | 79,010 | 76,064 | 82,866 | \$ 66,175 | \$ 66,175 | \$ 0 |
| 32 | Pool | \$ 338,951 | \$ 363,464 | \$ 360,677 | \$ 200,350 | \$ 200,350 | \$ 0 |
| 33 | Golf | \$ 716,656 | \$ 813,704 | \$ 766,456 | \$ 722,000 | \$ 722,000 | \$ 0 |
| 34 | From Electric | 1,351 | 1,450 | 0 | \$ 956,978 | \$ 956,978 | \$ 0 |
| 35 | To/From Cap Fund | -\$ 288,563 | -\$ 757,809 | -\$ 1,014,735 | 382,337 | \$ 297,160 | -\$ 85,177 |
| 36 | IF Transportation | 0 | 0 | 0 | \$ 0 | \$ 0 | \$ 0 |
| 37 | To/From Debt Service | -200,000 | -200,000 | -200,000 | -\$ 200,000 | -\$ 200,000 | \$ 0 |
| 38 | Indirect Service | 1,933,454 | 1,992,418 | 1,971,210 | \$ 2,164,930 | \$ 2,179,567 | \$ 14,637 |
| 39 | Use Beginning Fund Bal. | \$ 1,274,210 | \$ 1,503,608 | \$ 240,341 | -\$ 631,838 | -\$ 604,048 | \$ 27,790 |
| 40 | IF Recreation | \$ 299,808 | \$ 363,882 | \$ 514,654 | \$ 0 | \$ 85,177 | \$ 85,177 |
| 41 | To/From RDA | | | -\$ 350,000 | -\$ 690,000 | -\$ 690,000 | \$ 0 |
| 42 | Transfer Golf/pool | | | | \$ 1,741,803 | \$ 1,741,803 | \$ 0 |
| | TOTAL GENERAL FUND REV | 15,804,346 | 16,842,492 | 15,744,617 | 18,358,644 | 18,408,164 | 49,520 |
| | TOTAL GENERAL FUND EXPEND | \$ 15,804,346 | \$ 16,842,492 | \$ 15,744,617 | \$ 18,358,643 | \$ 18,408,163 | -49,520 |
| | BALANCE | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | 0 |

| GENERAL FUND EXPENDITURES | ACT FY11 | ACT FY12 | ACT FY13 | FY2014 Rev 2 | FY2014 Rev 3 | DIFFER |
|----------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|------------------|
| GENERAL GOVERNMENT | \$ 254,679 | \$ 261,430 | 241,863.42 | \$ 381,631 | \$ 381,631 | \$ 0 |
| SENIOR CITIZEN | 279,321 | 249,923 | 265,794.42 | 265,436 | \$ 265,436 | 0 |
| INFORMATION SERVICES | 255,916 | 285,084 | 304,659.53 | 410,515 | \$ 439,215 | 28,700 |
| ADMINISTRATION | 877,114 | 951,096 | 931,055.31 | 1,028,811 | \$ 1,028,811 | 0 |
| LEGAL | 391,138 | 419,054 | 423,224.97 | 450,789 | \$ 450,789 | 0 |
| PLANNING | 145,009 | 140,326 | 135,259.94 | 153,276 | \$ 153,276 | 0 |
| ENGINEERING | 848,079 | 758,052 | 754,249.34 | 821,023 | \$ 821,023 | 0 |
| BUILDING INSPECTION | 309,520 | 301,669 | 340,590.14 | 402,023 | \$ 402,023 | 0 |
| POLICE | 3,330,457 | 3,630,395 | 3,527,820.73 | 4,124,953 | \$ 4,133,831 | 8,878 |
| FIRE | 470,677 | 489,072 | 620,747.94 | 520,395 | \$ 520,395 | 0 |
| AMBULANCE | 464,286 | 445,186 | 589,193.17 | 659,054 | \$ 659,054 | 0 |
| ANIMAL CONTROL | 138,470 | 153,961 | 167,028.28 | 180,054 | \$ 180,054 | 0 |
| EMERGENCY PREPAREDNESS | 109,821 | 117,578 | 136,195.93 | 98,292 | \$ 98,292 | 0 |
| STREETS | 963,204 | 1,736,601 | 1,159,524.07 | 1,263,793 | \$ 1,263,793 | 0 |
| GENERAL BUILDINGS & GROUNDS | 628,886 | 685,358 | 684,366.84 | 731,949 | \$ 731,949 | 0 |
| JUSTICE CENTER | \$ 107,968 | \$ 100,488 | 143,310.20 | \$ 158,645 | \$ 168,587 | 9,942 |
| PARKS | 2,469,119 | 1,939,841 | 1,322,556.55 | 1,529,874 | \$ 1,529,274 | -600 |
| CEMETERY | 207,406 | 359,882 | 239,853.87 | 257,924 | \$ 257,924 | 0 |
| LIBRARY | 547,922 | 526,784 | 517,957.37 | 569,905 | \$ 569,905 | 0 |
| FAIRGROUNDS | 302,360 | 397,904 | 395,905.69 | 594,581 | \$ 596,381 | 1,800 |
| RECREATION | 833,183 | 855,618 | 854,253.06 | 962,785 | \$ 961,585 | -1,200 |
| SNACK SHACK | 120,057 | 133,502 | 136,819.85 | 150,056 | \$ 150,056 | 0 |
| ARTS COUNCIL | \$ 106,171 | \$ 126,645 | 117,404.80 | \$ 135,337 | \$ 135,337 | 0 |
| SPECIAL EVENTS | \$ 589,326 | \$ 601,325 | 632,497.26 | \$ 621,563 | \$ 623,563 | 2,000 |
| SWIMMING POOL | \$ 338,951 | \$ 363,464 | 332,823.75 | \$ 777,494 | \$ 777,494 | 0 |
| GOLF - MAINTENANCE | \$ 354,622 | \$ 359,761 | 334,756.56 | \$ 633,049 | \$ 633,049 | 0 |
| GOLF - CLUBHOUSE | \$ 360,683 | \$ 452,493 | 434,903.75 | \$ 475,437 | \$ 475,437 | 0 |
| TOTAL EXPENDITURES | \$ 15,804,346 | \$ 16,842,492 | 15,744,616.74 | \$ 18,358,643 | \$ 18,408,163 | \$ 49,520 |

| ENTERPRISE FUNDS EXPENDITURE | ACT FY11 | ACT FY12 | ACT FY13 | FY2014 Rev 2 | FY2014 Rev 3 | DIFFER |
|-------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-------------------|
| WATER | \$ 2,650,769 | \$ 4,060,111 | \$ 3,974,211 | \$ 5,787,842 | \$ 5,772,401 | -\$ 15,441 |
| SEWER COLLECTION | 1,721,894 | 1,215,865 | 1,400,342 | \$ 1,829,476 | \$ 1,943,402 | \$ 113,926 |
| WWT PLANT | 758,839 | 800,993 | 916,613 | \$ 2,214,112 | \$ 2,214,973 | \$ 861 |
| ELECTRIC | 17,299,490 | 17,289,339 | 18,769,104 | \$ 22,124,589 | \$ 22,128,033 | \$ 3,444 |
| SOLID WASTE COLLECTION | 1,175,568 | 1,250,006 | 1,330,844 | \$ 1,486,672 | \$ 1,487,309 | \$ 637 |
| STORM DRAINAGE | 1,554,514 | 2,099,084 | 1,334,871 | \$ 2,807,944 | \$ 2,807,944 | \$ 0 |
| IRRIGATION | 2,449,577 | 3,436,357 | 2,641,818 | \$ 3,464,430 | \$ 3,472,865 | \$ 8,435 |
| GUN CLUB | 180,844 | 218,028 | 162,122 | \$ 226,219 | \$ 226,219 | \$ 0 |
| BROADBAND | 5,065,939 | 5,991,431 | 5,867,564 | \$ 6,491,069 | \$ 6,505,344 | \$ 14,275 |
| | | | | | | |
| | | | | | | |
| TOTAL EXPENDITURES | \$ 32,857,435 | \$ 36,361,214 | \$ 36,397,491 | \$ 46,432,352 | \$ 46,558,490 | \$ 126,137 |

| 21 | B & C ROAD FUND | ACT FY11 | ACT FY12 | ACT FY13 | FY2014 Rev 2 | FY2014 Rev 3 | DIFFER |
|--------------|--------------------------------|------------------|---------------------|---------------------|---------------------|---------------------|------------------|
| EXPENDITURES | | | | | | | |
| | Streets construction & repairs | \$ 1,406,731 | \$ 1,544,984 | \$ 1,316,113 | \$ 1,604,000 | \$ 1,684,000 | \$ 80,000 |
| | Unexpended funds | | | | | | \$ 0 |
| | TOTAL EXPENDITURES | 1,406,731 | \$ 1,544,984 | \$ 1,316,113 | \$ 1,604,000 | \$ 1,684,000 | \$ 80,000 |
| REVENUE | | | | | | | |
| | Road Allotment | \$ 1,020,357 | \$ 1,018,926 | \$ 1,246,002 | \$ 1,000,000 | \$ 1,000,000 | \$ 0 |
| | Carry over from prior year | 378,451 | 519,316 | 65,807 | \$ 604,000 | \$ 684,000 | \$ 80,000 |
| | Interest Earnings | 7,923 | 6,742 | 4,304 | | | \$ 0 |
| | | | | | | | \$ 0 |
| | TOTAL REVENUE | 1,406,731 | \$ 1,544,984 | \$ 1,316,113 | \$ 1,604,000 | \$ 1,684,000 | \$ 80,000 |
| | TOTAL B&C FUND | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |

| 52 | FIRE RETIREMENT FUND | ACT FY11 | ACT FY12 | ACT FY13 | FY2014 Rev 2 | FY2014 Rev 3 | DIFFER |
|--------------|----------------------------------|----------------|------------------|------------------|------------------|------------------|-------------|
| EXPENDITURES | | | | | | | |
| | Retirement Payments | 15,345 | 17,616 | 20,225 | \$ 17,500 | \$ 17,500 | \$ 0 |
| | TOTAL EXPENDITURES | 15,345 | \$ 17,616 | \$ 20,225 | \$ 17,500 | \$ 17,500 | \$ 0 |
| REVENUE | | | | | | | |
| | City Contribution | \$ 16,000 | \$ 17,000 | \$ 19,596 | \$ 17,000 | \$ 17,000 | \$ 0 |
| | Interest | 502 | 671 | 629 | \$ 500 | \$ 500 | \$ 0 |
| | Transfer From (To) Reserve | \$ (1,157) | \$ (55) | | \$ 0 | \$ 0 | \$ 0 |
| | TOTAL REVENUE | 15,345 | \$ 17,616 | \$ 20,225 | \$ 17,500 | \$ 17,500 | \$ 0 |
| | TOTAL FIRE RETIREMENT FUN | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0 | \$ 0 | \$ 0 |

Taxes

Property Tax

City Certified Tax Rate

Calander Year 13

0.001221

Calander Year 14

0.001221

Cable TV

Franchise Tax

PRESENT RATE

5% gross revenue

FY2014 Rev 3

SAME

Pole Attachment Rental

\$5.00 per pole

\$15.00 per Pole

Multi-Video Channel & Audio Tax

6.25% gross revenue

SAME

Telephone

Franchise Tax

3.50%

SAME

Pole Attachment Rental

\$5.00 per pole

\$15.00 per Pole

Energy Sales Tax

Natural Gas

6%

SAME

Electricity

6%

SAME

Sales Tax Rate

Sales Tax Rate charged in the City

6.75%

SAME

Property tax - the rate for property tax will be .001221 or the rate as established by the State, which ever is greater.

General Fund Rates, Fees and Deposits

| Ambulance | PRESENT RATE | FY2014 Rev 3 |
|---|--|---------------------|
| Fee, Oxygen, and Supplies | Max Allowed by State | SAME |
| Special Events - 1 EMT only | In City: \$10/hr--Out of City: \$15/hr | SAME |
| Special Events - 2 EMTs + the ambulance | In City \$30/hr up to \$250 Max/day Out of City: \$50/hr up \$350/day Max | SAME |
| Extrication | Light \$225 / Heavy \$450 | SAME |

| Building & Development Fees | PRESENT RATE | FY2014 Rev 3 |
|---|----------------------------|---------------------|
| Building Permit** | As set by UBC (97) | SAME |
| Partial Building Permit - Residential/Commercaill | \$75/\$300 | SAME |
| Building Reinspection | \$42 / hr - \$35 / minimum | SAME |
| Temporary Certificate | \$100.00 | SAME |
| Plan Check Residential per plan* | \$ 432 | SAME |
| Plan Check Residential per hour over 3 hours* | \$ 69 | SAME |
| Plan Check Residential Duplicate per plan* | \$ 284 | SAME |
| Plan Check Non-Residential per plan* | \$ 545 | SAME |
| Plan Check Non-Residential per hour over 3 hours* | \$ 94 | SAME |
| Site Plan Review | \$ 1,424 | SAME |
| Preliminary Plat Review per Plat | \$ 1,400 | SAME |
| Preliminary Plat Review per Lot (0 to 75) | \$ 69 | SAME |
| Preliminary Plat Review per Lot (76 to 199) | \$ 41 | SAME |
| Preliminary Plat Review per Lot (200+) | \$ 19 | SAME |
| Final Plat Review per Plat | \$ 945 | SAME |
| Final Plat Review per Lot | \$ 63 | SAME |
| Annexation Petition Filing | \$300 + \$600 | SAME |
| Zone Change Petition Filing | \$ 300 | SAME |
| General Plan Amendment Petition | \$ 300 | SAME |
| Conditional Uses | \$ 300 | SAME |
| Zone Verification | \$ 50 | SAME |
| Board of Adjustment Petition Filing | \$ 300 | SAME |
| Construction Deposit | \$1,500 / building permit | SAME |
| Covers Code compliance, sidewalk & curb/gutter damage, street & sidewalk maintenance during construction and illegal occupancy. | | |
| Utility Inspection Fee (paid with final plat) | 5% of Bond | SAME |
| SWPPP Fee - Storm Water Pollution Prevention Plan | None | \$ 100 |
| Master Signage Plan Application Fee | None | \$ 600 |

General Fund Rates, Fees and Deposits

| | | |
|---|---------------------------|------|
| Signage (address & traffic signs; paid with final plat) | Cost of Sign plus \$30.00 | SAME |
|---|---------------------------|------|

*Pay the lesser of 65% of building permit or the plan check fee **No charge for furnace and water heater inspection

| Dog License | PRESENT RATE | FY2014 Rev 3 |
|-----------------------------|---------------------|---------------------|
| Spayed Female/Neutered Male | \$10.00 | SAME |
| Female or Male | \$15.00 | SAME |

| Senior Citizen | PRESENT RATE | FY2014 Rev 3 |
|-----------------------|---------------------|---------------------|
| Membership | \$20.00 | SAME |

| Room Rental (non-commercial use) | PRESENT RATE | FY2014 Rev 3 |
|---|---------------------------|---------------------|
| City Office | \$25/day or \$10 per hour | SAME |
| Library | \$25/day or \$10 per hour | SAME |

| Parks | PRESENT RATE | FY2014 Rev 3 |
|--|---------------------------------|--------------------------|
| Pavillions-Canyon View,Reservoir,Sports Parks,NPWest | \$40.00 family; \$50.00 company | SAME |
| Deposit (refunded with clean pavilion) | \$50.00 per rental | SAME |
| North Park Grand Pavilion | \$250.00 per time block | SAME |
| North Park Grand Pavilion Refundable Deposits | \$250 cleaning & \$250 security | SAME |
| Canyon View Park RV Parking | \$15.00 per site per night | SAME |
| Campground Fees | Single \$10, Double \$20 | Single \$10, Double \$15 |
| Group Camping Area Fee (1 - 49 people) | \$60.00 per night | SAME |
| Group Camping Area Fee (50 - 74 people) | \$90.00 per night | SAME |
| Group Camping Area Fee (75 - 100 people) | \$120.00 per night | SAME |

| Cemetery | PRESENT RATE | FY2014 Rev 3 |
|---|-------------------------------------|-------------------------------------|
| Lot (resident) | \$ 600 | \$600 existing/\$700 new available |
| Lot (non-resident) | \$ 900 | \$900 existing/\$1000 new available |
| Open/Close (resident) | \$ 300 | \$ 350 |
| Open/Close (non-resident) | \$ 550 | \$ 600 |
| Open/Close Double Deep(resident) | \$600 first hole-\$300 second hole | \$650 first hole-\$350 second hole |
| Open/Close Double Deep (non-resident) | \$850 first hole-\$550 second hole | \$900 first hole-\$600 second hole |
| Open/Close Double Deep After Hours (resident) | \$750 first hole-\$450 second hole | \$800 first hole-\$500 second hole |
| Open/Close Double Deep After Hours (non-resident) | \$1100 first hole-\$800 second hole | \$1150 first hole-\$850 second hole |
| Overtime, Holidays or Saturdays (resident) | \$ 450 | SAME |
| Overtime, Holidays or Saturdays (non-resident) | \$ 800 | SAME |
| Sheperd Hooks Installation | no fee | \$ 25.00 |
| Transfer of Deeds (resident to resident; non-resident to re | \$ 25 | SAME |
| Transfer of Deeds (resident to non-resident) | \$ 300 | SAME |

Babies - Lots: In baby land rate is 1/2 of above rates - - outside baby land rate is same as listed above. Open/Close: 1/2 of above rates

Cremations - All rates are 1/2 of the above rates.

| Library | PRESENT RATE | FY2014 Rev 3 |
|------------------------------|---|---------------------|
| Library Card (Resident) | Free | SAME |
| Library Card (Non-Resident) | \$40.00 per year | SAME |
| Audio tapes & CD Books | \$0.25 per day late fee | SAME |
| Fines | | |
| Videos and DVDs | \$0.50 day | SAME |
| Kindel e-Readers | \$ 1.00 per day | SAME |
| Books | \$.10/book/day; \$.10/day/overnight items | SAME |
| Slide Projector | \$2.00 day rental (\$2.00/day late fee) | SAME |
| Replacement Cards | \$2.00 | SAME |
| Inter library loans | \$3.00 per book | SAME |
| Library bags | \$2.00 | SAME |
| Overhead Projector | \$0.50 day (\$.50/day late fee) | SAME |

General Fund Rates, Fees and Deposits

| | | |
|-----------------------|---|------|
| Fax | \$.50/page send - \$.50/page receive | SAME |
| Copies | \$.10 letter; \$.10 legal; \$.15 ledger | SAME |
| Color copies | \$0.50 each | SAME |
| Play-away view | \$1.00 day late fee | SAME |
| Backpacks | \$1.00 day late fee | SAME |
| Earbuds | \$1.00 each | SAME |
| CD Roms | \$1.00 per day late fee | SAME |
| Lamination | \$.05 inch | SAME |
| Room/Patio Rental Fee | \$25/day or \$10/hour | SAME |
| Internet Access Fee | \$1 per session/ 2 sessions per day | SAME |

| Police | PRESENT RATE | FY2014 Rev 3 |
|---------------------------------------|--|---------------------|
| Traffic Accident copy | \$ 3 | SAME |
| Police Report copy | \$ 3 | SAME |
| CD of documents (photos) | \$ 5 | SAME |
| Color Copies per page | \$ 2 | SAME |
| Certify a copy per page | \$ 1 | SAME |
| Traffic School | \$ 60 | SAME |
| Youth Court | \$ 20 | SAME |
| Finger Print (non resident) | \$ 45 | SAME |
| Animal Control release | \$ 25 | SAME |
| Live animal trap security deposit | \$ 65 | SAME |
| Youth Court | \$ 20 | SAME |
| Security at a Business - two hr. min. | \$ 75 per hour | SAME |
| Traffic Control - two hr. min. | \$ 50 per hour | SAME |
| Barricade usage (\$200 deposit): | 0 to 25=\$50, 26 to 50 = \$100, 51 to 100 = \$200 | SAME |

| | | |
|-----------------------------|-------|------|
| Business License Inspection | \$ 25 | SAME |
|-----------------------------|-------|------|

Beer Licenses - Refer to City Ordinance 5.12.050

Business Licenses - Refer to City Ordinance 5.04.110

Parks & Recreation Fees

| Baseball | PRESENT RATE | FY2014 Rev 3 |
|---|---------------------|---------------------|
| Colt | \$ 55.00 | SAME |
| Pony | \$ 55.00 | SAME |
| Pinto | \$ 50.00 | SAME |
| Mustang | \$ 50.00 | SAME |
| Coach Pitch | \$ 30.00 | SAME |
| T-ball | \$ 30.00 | SAME |
| Start Smart Baseball (non-resident add \$10.00) | \$ 35.00 | SAME |

| Basketball | PRESENT RATE | FY2014 Rev 3 |
|--|---------------------|---------------------|
| League Only 3rd - 8th grades | \$ 35.00 | SAME |
| Camp & League 3rd - 8th grades | \$ 40.00 | SAME |
| League 9th - 12th grades | \$ 40.00 | SAME |
| Little Hoopsters (1st - 2nd grades) (Non-resident add \$10.00) | \$ 35.00 | SAME |

| Camps & Clinics | PRESENT RATE | FY2014 Rev 3 |
|----------------------------|---------------------|---------------------|
| Baseball (Camp only) | \$ 25.00 | SAME |
| Basketball (Camp only) | \$ 15.00 | Discontinued |
| Soccer (Clinic only) | \$ 15.00 | Discontinued |
| Fast Pitch (Clinic only) | \$ 15.00 | SAME |
| Sports Fitness Camp | \$ 35.00 | SAME |

| Lacrosse | PRESENT RATE | FY2014 Rev 3 |
|------------------|---------------------|---------------------|
| 3rd - 4th grades | \$ 55.00 | SAME |
| 5th - 6th grades | \$ 65.00 | SAME |
| 7th - 8th grades | \$ 75.00 | SAME |

| Football | PRESENT RATE | FY2014 Rev 3 |
|---|---------------------|---------------------|
| Jr. Gridiron (non-resident add \$10) | \$ 35.00 | SAME |
| Tackle - League (6-8/9th) (\$5.00 Uniform Refund) | \$ 100.00 | SAME |
| Tackle - Camp (optional) | \$ 15.00 | SAME |
| Flag - League only | \$ 25.00 | SAME |

Parks & Recreation Fees

| | | |
|----------------------|------------|------|
| Flag - Camp & League | \$ 30.00 | SAME |
| Adult Flag Football | \$275/team | SAME |

Soccer, Youth

| | PRESENT RATE | FY2014 Rev 3 |
|--|--------------|--------------|
| League Only (K-6th grades) + (\$10.00 for reversible jersey) | \$ 25.00 | SAME |
| Clinic and League (K-6th grades) + (\$10.00 for reversible jersey) | \$ 30.00 | SAME |
| League (7th-9th grades) + (\$10.00 for reversible jersey) | \$ 35.00 | SAME |
| Little Kicker Soccer (Non Resident add \$10.00) | \$ 35.00 | SAME |

Soccer, Adult

| | PRESENT RATE | FY2014 Rev 3 |
|---------------|--------------|--------------|
| Women Outdoor | \$200/team | SAME |
| Mens Outdoor | \$75/team | SAME |

Softball

| | PRESENT RATE | FY2014 Rev 3 |
|--------------------|--------------|--------------|
| Phoenix fast pitch | \$ 45.00 | \$ 50.00 |
| Fox fast pitch | \$ 45.00 | \$ 50.00 |
| Filly fast pitch | \$ 40.00 | \$ 45.00 |
| Falcon fast pitch | \$ 40.00 | \$ 45.00 |
| Coach pitch | \$ 25.00 | SAME |
| T-ball | \$ 25.00 | SAME |

Fishing

| | PRESENT RATE | FY2014 Rev 3 |
|--|--------------|--------------|
| Urban Fishing Program (No NR fees charged in conjunction with DWR) | \$ 15.00 | SAME |

Track

| | PRESENT RATE | FY2014 Rev 3 |
|--|--------------|--------------|
| Track Club (add \$7.00 for shirt) (Non Resident add \$10.00) | \$ 40.00 | SAME |

Wrestling

| | PRESENT RATE | FY2014 Rev 3 |
|---|--------------|--------------|
| League Only (K-6th grades) (Must provide own singlet) | \$ 35.00 | SAME |
| League & Camp (K-6th grades) (Must provide own singlet) | \$ 40.00 | SAME |
| Legends Club Wrestling | \$ 40.00 | \$ 45 |

Basketball

| | PRESENT RATE | FY2014 Rev 3 |
|--|--------------|--------------|
| Men (must provide own jersey) | \$600/team | \$500/team |
| Women (must provide own jersey) | \$375/team | \$325/team |
| Men's Summer (must provide own jersey) | \$550/team | \$500/team |

- Unless otherwise noted, non-resident registration fee is an additional \$20.00 per event per person with a \$100.00 maximum cap per family per calander year and \$100 cap per adult team per season. Other City non-resident fees do not apply to this \$100 family cap.

- Camps - there are no non-resident fees for Camps.

- Family includes dependent children living at home (including students)

- Add \$5.00 to individual fee when registering after scheduled time.

- Add \$25.00 to team fee when registering after scheduled time.

Volleyball

| | PRESENT RATE | FY2014 Rev 3 |
|---|--------------|--------------|
| Women | \$200/team | SAME |
| Coed Volleyball | \$200/team | SAME |
| Youth Volleyball - 5th to 9th grades (Non resident add \$10) | \$ 40.00 | SAME |
| Youth Volleyball - 5th - 12th grades (Non resident add \$10) - Spring | \$ 40.00 | SAME |

Softball

| | PRESENT RATE | FY2014 Rev 3 |
|--|--------------|--------------|
| Womens' Slow Pitch Single Game League (Summer) | \$375/team | SAME |
| Co-Ed League (Summer) | \$375/team | SAME |
| Mens' Slow Pitch (Summer) | \$375/team | SAME |
| Mens' Double Header League (Summer) | \$500/team | SAME |
| Co-Ed (Fall) | \$275/team | SAME |
| Mens' (Fall) | \$275/team | SAME |

Parks & Recreation Fees

Swimming Lessons

| | PRESENT RATE | FY2014 Rev 3 |
|--|-------------------|--------------|
| Group Lessons/10 lessons (Non-resident add \$10) | \$ 30.00 | SAME |
| Semi-Private/ 10 lesson (Non-resident add \$10) | \$ 50.00 | SAME |
| Private/lesson (Non-resident add \$10) | \$ 70.00 | SAME |
| Swim team (Non-resident add \$10) | \$ 85.00 | SAME |
| Water Aerobics | \$2.00 Per Lesson | SAME |

Public Swim

| | | |
|---------------------------|-----------------------|---------|
| 0 to 3 years old | Free with swim diaper | SAME |
| 4 years to 55 years old | \$ 4.00 | \$ 3.50 |
| Seniors (55 years and up) | \$ 2.00 | SAME |
| Family Night | \$ 15.00 | SAME |

Punch Pass (good for current season only)

| | | |
|----------|-----------|-----------|
| 25 punch | \$ 85.00 | \$ 80.00 |
| 50 punch | \$ 160.00 | \$ 150.00 |

Pool Rental

Pool rental \$300 per 1 1/2 hours for up to 150 people or \$600 per 3 hours up to 300 people. Add \$2 for each additional person.

Pavilion rental \$50.00 per 1 1/2 hrs. plus \$25.00 refundable deposit. Use of Gas grills add \$10.

Tennis

| | PRESENT RATE | FY2014 Rev 3 |
|--|-----------------|--------------|
| Adult group - 8 lessons (Non-resident add \$10) | \$ 35.00 | SAME |
| Youth group - 8 lessons (4th to 12th grades)(Non-resident add \$10) | \$ 35.00 | SAME |
| Pee Wee - 8 lessons (K to 3rd grades)(Non-resident add \$10) | \$ 35.00 | SAME |
| CUTA League (8 to 17 yrs.)(Non-resident add \$10) | \$ 75.00 | SAME |
| Jr. Coed League (6th to 12th grades)(Non-resident add \$10) | \$80 / 3 months | SAME |
| Yearly individual tennis memberships (October 1 - September 30) | \$ 80.00 | \$ 100.00 |
| Yearly family tennis memberships (October 1- September 30) Non-resident add \$40 | \$ 125.00 | \$ 160.00 |

Golf Course

| | PRESENT RATE | FY2014 Rev 3 |
|-----------------------------------|--------------------------------|----------------|
| Green Fees Mon-Thursday | Per 9 holes \$13 | SAME |
| Green Fees Friday Saturday Sunday | Per 9 holes \$14 | SAME |
| Green Fees Jr/Sr Mon thru Thurs | Per 9 holes \$12 | SAME |
| Season Pass Regular | 5day \$575 7day \$700 | SAME SAME |
| Season Pass Joint | 5day \$750 7day \$950 | SAME SAME |
| Season Pass Junior/Senior | 5day \$550 N/A | SAME N/A |
| Season Pass Joint Senior | 5day \$700 N/A | SAME N/A |
| Junior Monthly Pass | \$ 60/ Month | SAME SAME |
| Carts | \$7 / player / 9 holes | SAME SAME |
| Private Carts | \$6 9/18 holes | SAME SAME |
| Driving Range | \$5.00 small \$7.00 large | SAME SAME |
| Club Rental | 10 per 9 holes | SAME SAME |
| Pull Carts | \$2.00 | SAME SAME |
| Golf Punch Pass | 10 at \$110 | SAME SAME |
| Golf Punch Pass | 20 at \$220 | SAME |
| Cart Punch Pass | 20 9 holes - \$110 | SAME |

5 day pass is Monday thru Friday, excluding holidays. 7 day pass is every day of the week with no exclusions

- Unless otherwise noted, non-resident registration fee is an additional \$20.00 per event per person with a \$100.00 maximum cap per family per calander year and \$100 cap per adult team per season. Other non-resident fees do not apply to \$100 family cap.
- Camps - there are no non-resident fees for Camps.
- Family includes dependent children living at home (including students)
- Add \$5.00 to individual fee when registering after scheduled time.
- Add \$25.00 to team fee when registering after scheduled time.

Fairgrounds

| | PRESENT RATE | FY2014 Rev 3 |
|--|--------------|--------------|
| Facility Rentals | | |
| Arena #1 (Small Indoor) Day Rental includes full arena preparation - Applies to 5 hours & above | \$250/day | SAME |
| Arena #2 (Outdoor) Day Rental rate includes full arena preparation - Applies to 5 hours & above | \$350/day | SAME |
| Arena #3 (Big Indoor) Day Rental rate includes full arena preparation - Applies to 5 hours & above | \$350/day | SAME |

Parks & Recreation Fees

| | | |
|--|-----------------------------------|------|
| Arena #1 (Small Indoor) Hourly Rental - arena comes as is - Applies to less than 5 hours | \$25/hr | SAME |
| Arena #2 (Outdoor) Hourly Rental - arena comes as is - Applies to less than 5 hours | \$35/hr | SAME |
| Arena #3 (Big Indoor) Hourly Rental - arena comes as is - Applies to less than 5 hours | \$35/hr | SAME |
| Arena #3 (bleachers lighting, heat or PA) | \$50/day \$5/hr | SAME |
| All Three Arenas - in addition must rent minimum of 100 stalls per day | \$600/day | SAME |
| Ticketed Events Outdoor Arena #2 Fee + 10% of gross revenue for the event | \$1,000/day + 10% | SAME |
| Ticketed Events Big Indoor Arena #3 | \$500/day | SAME |
| Tennis Building (1/2 half building = 1/2 price) | \$800/day \$400/setup | SAME |
| Back Parking Lot | \$800/event | SAME |
| Equipment Rental | \$50/meter hr | SAME |
| RV Hookups | \$15/day | SAME |
| Additional Personnel | \$20/hr. per person | SAME |
| Additional Equipment with Operator | \$35 per hour | SAME |
| Additional Bleacher Rental or Podium Rental | \$25 each | SAME |
| Panel Rental (\$3 each if renter sets up, \$6 each if city sets up) | \$3 or \$6 each | SAME |
| ARENA PREPARATION | | |
| Full Preparation Outdoor Arena - Water & Work | \$75.00 | SAME |
| Full Preparation Indoor Arena - Water & Work | \$50.00 | SAME |
| Groomed Preparation (Per Arena) single pass with roller harrow | \$25.00 per "work" | SAME |
| SEASON RIDING PASS | | |
| Annual Single Riding Pass | \$50 | SAME |
| Annual Family Riding Pass Family includes dependent children living at home. | \$100 | SAME |
| HIGH CHAPARRAL RENTAL | | |
| Meeting room, kitchen & show office (\$500 cleaning & security deposit; 6hr block 8am-2pm or 4-10pm) | \$150/6hrs; \$300/day | SAME |
| Meeting Room Only (No Food) 2 hour minimum | \$35/hr | SAME |
| Show Office (Only) | \$25/day | SAME |
| PONDEROSA EVENTS CENTER RENTAL | | |
| Meeting room & kitchen (\$500 cleaning & security deposit; 6hr block 8am-2pm or 4-10pm) | \$350/6hrs; \$700/day | SAME |
| STALL RENTAL & SHAVINGS | | |
| Stall Rental - Daily | \$15 first day/\$5 each day after | SAME |
| Stall Rental - Monthly (includes use of arenas) | \$50/month | SAME |
| Shavings per Bag | \$9/bag | SAME |
| Cattle Storage per head | \$5/month | SAME |

- Unless otherwise noted, non-resident registration fee is an additional \$20.00 per event per person with a \$100.00 maximum cap per family per calander year. The Golf Course and Fairgrounds non-resident fees do not apply to the \$100 family cap.
- Camps - there are no non-resident fees for Camps.
- Family includes dependent children living at home (including students)
- Add \$5.00 late fee when registering after scheduled time.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX



TO: Spanish Fork City Council
FROM: Dave Anderson, Community and Economic Development Director
DATE: March 18, 2014
RE: Muhlestein Meadows Amended Preliminary Plat

Muhlestein Meadows

Attached to the memorandum is a proposed Amended Preliminary Plat for the Muhlestein Meadows subdivision. The proposed Amendment was initiated at the City's request and the City is grateful for the developer's cooperation in making changes to the Plat. The proposed amendment would have Muhlestein Meadows approved as a Master Planned Development.

There are two components to the change. The first has to do with modifying the Plat to incorporate a new system for managing storm water. The City's Public Works Department feels as though this is a very worthwhile modification to make and the developer has agreed to utilize this new system. Relative to the Plat and the storm drain system, the only change that you'll see is a reduction in the size of lot 11 from 15, 001 to 14,971 square feet.

The second change has to do with the inclusion of a pedestrian connection between lots 6 and 7. This is something staff should have requested the applicant do with the initial Preliminary Plat submittal. Nonetheless, we are pleased that the applicant is willing to work with the City to include the connection now. Once constructed, this walkway will provide a connection through the neighborhood to the schools to the north so that students do not need to use Mill Road. Staff still needs to address this issue with the developer of the adjoining project, Old Mill Estates.

The Development Review Committee reviewed this proposed Amendment on February 26th and recommended that it be approved. A neighborhood meeting was held to discuss the proposed Amendment on February 27th. The Planning Commission recommended that this Amended Preliminary Plat be approved in their March 5 meeting. Staff recommends that the proposed Amendment be approved.

attachments: proposed Amended Preliminary Plat for the Muhlestein Meadows subdivision



