



CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a **work session at 5:15 p.m.**, preceding its regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street, Spanish Fork, Utah, commencing at 6:00 p.m. on July 15, 2014.**

5:15pm WORK SESSION:

1. Multi-family Dwellings & Apartments –Dave Anderson

6:00pm AGENDA ITEMS:

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

- a. Motivational/Inspirational Message
- b. Pledge, led by invitation
- c. Swearing in of Youth City Council

2. PUBLIC COMMENTS:

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

- a. Spanish Fork Community Theater – “Tom Sawyer”
- b. * [Agenda Request –Utah Lawnmower Racing Association](#)

3. COUNCIL COMMENTS:

4. SPANISH FORK 101: FEMA Flood Plain Mapping –Chris Thompson

5. CONSENT ITEMS:

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

- a. * Minutes of Spanish Fork City Council Meeting – [June 17, 2014](#)
- b. * [BYU Trail and River Access Easement Agreement](#)
- c. * [Approve Real Estate Exchange Agreement with Scenic Development](#)
- d. * [Marty Grange Waterline Connector's Agreement](#)
- e. * [Mountainland Association of Governments Aging & Family Services Contract](#)

6. NEW BUSINESS:

- a. Appointment of a Board member and an Alternate for the Utah Lake Commission
- b. Appointment to the Parks & Recreation Committee
- c. * [Acceptance of Stillman Annexation Petition for further study. The proposed Stillman Annexation includes 100 acres located east of Maple Mountain High School. Accepting the Petition for further study initiates the formal review of the Annexation proposal.](#)

7. CLOSED SESSION:

- a. Property Sell/Purchase

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

ADJOURN:

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

Notice is hereby given that:

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

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

Angie Warner

Sent: Friday, July 11, 2014 10:34 AM
To: awarner@spanishfork.org; webmaster@spanishfork.org
Subject: Agenda RequestagendaSubject

Values submitted by the user:

first_name - Roger
last_name - Hope
address - 656 E 700 N
city - Sp Fork
state - none
zip - 84660
contactphone - 801-310-7315
email - hopesoutdoorpower@hotmail.com
agendaSubject - Utah State Lawnmower Racing Assoc.
detailed - Relocating track,bleachers,

to other public use land area.

Parks and rec Dept thought it to be best to talk with the city council on this first. To bring the new mayor and councilmen up to date on events,happenings,possible new locations for our assoc. to keep building upon good family fun in our community.

captcha_code - s6eRYp
submit - Submit

Tentative Minutes
Spanish Fork City Council Meeting
June 17, 2014

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

Staff Present: David Oyler, City Manager; Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Chris Thompson, Public Works Director; Dale Robinson, Parks & Recreation Director; Dave Anderson, Community Development Director; Chief Steve Adams; Angie Warner, Deputy Recorder.

Citizens Present: Ben Winn, Morgan Warner, Mary Warner, Cary Hanks, Scott Peterson, Brian Gabler, Melynie Meeks, Tom Meeks, Mary Isaac, Chantel Isaac, Amber Prior, Nate Trevort.

5:15pm WORK SESSION:

1. K9 Officer Update

Discussion took place regarding the item(s) listed above; no formal actions are taken in a work session.

6:00pm CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITION:

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

Motivation/Inspirational Message given by Bishop Nate Trevort.
Councilman Mendenhall led in the pledge of allegiance.

Recognition of Employee of the Quarter

Seth Perrins awarded the Employee of the Quarter to Ben Winn of the City Waste Water Treatment Plant.

Chris Thompson spoke of Mr. Winn and the great work that he does.

PUBLIC COMMENTS:

Cary Hanks, Director of Spanish Fork Salem Area Chamber of Commerce said the Play Unplugged Program is going great. The kids are having a blast and we are very excited for this program. Ms. Hanks spoke of the positive feedback they are getting. Ms. Hanks also announced that this Thursday will be the Nebo Economic Summit event held at the Chillon Reception Center at 9:00am.

COUNCIL COMMENTS:

Councilman Gordon reviewed the positive feedback that he has been hearing from the Play Unplugged Program. Councilman Gordon congratulated the winners of the Little Miss Pageant: Mini Miss Spanish Fork: Cambree Snow, Little Miss Spanish Fork: Paizley Healey, Junior Miss Spanish Fork: Halee Crowther, Teen Miss Spanish Fork: Madeleine Riding. They had around 50 entrants and Councilman Gordon thanked the director, Stacey Argyle, for coordinating this event.

Councilman Davis reminded the citizens that the Early Voting for the Primary Election is here at the City Office from 1:00pm-5:00pm.

49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97

Councilman Scoubes said it has been in the media that Spanish Fork is a great place to live and also our Miss Spanish Fork Royalty won the royalty award in a parade they were in.

Councilman Mendenhall said the Youth City Council is at their last activity tonight so if any students at the surrounding high schools are interested in serving on the Youth City Council to please contact him. Councilman Mendenhall said the Play Unplugged program is great and at the bank where he works they have had a lot of traffic coming in from it.

Mayor Pro Tem Dart said there was an article in the Daily Herald today titled "Spanish Fork Utah #1 Best City to Live". Mayor Pro Tem Dart read a section from the article.

"The small town of Spanish Fork has it all: extremely low crime rates, a short average commute, and convenient access to the metropolitan area," the CreditDonkey press release says. "This quiet little community is especially attractive to families and retirees. Residents earn a respectable five-figure income and the cost of living here is significantly lower than the national average."

SPANISH FORK 101: Recycling – Chris Thompson

CONSENT ITEMS:

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

- a. Minutes of Spanish Fork City Council Meeting – June 3, 2014
- b. 800 East Center Street to 200 North Sewer-Newman Construction Change Order #1
- c. Approval of Write-off of Uncollectible Utility Accounts

Councilman Gordon made a **Motion** to **approve** the consent items.
Councilman Scoubes **Seconded** and the motion **Passed** all in favor.

PUBLIC HEARING:

FY 2014 Budget Revision #4

Kent Clark said it is the end of year for the FY 2014 budget. This revision is a decrease in the budget from \$69 million to \$67 million. The General Fund increased and the capital projects and enterprise funds have decreased. One major change came from the state auditor saying that the city needs to bill for utilities to our own city facilities at the full retail rate, not the discounted rate. Mr. Clark reviewed some other minor details.

Councilman Davis made a **Motion** to move into Public Hearing.
Councilman Gordon **Seconded** and the motion **Passed** all in favor at 6:44 p.m.

Mayor Pro Tem Dart welcomed public comment.
There was none.

Councilman Scoubes made a **Motion** to move out of Public Hearing.
Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:44 p.m.

Councilman Davis made a **Motion** to **approve** the FY 2014 Budget Revision #4.
Councilman Mendenhall **Seconded** and the motion **Passed** all in favor.

Proposed Zoning Map Amendment for Isaac's Landing located at 916 South Mill Road. The proposal would change the zoning from Rural Residential to R-1-15.

98 Dave Anderson said this applicant would like to develop 5 lots on 5.44 acres located at 916
99 South Mill Road. The applicant is requesting a zone change from Rural Residential to R-1-15.
100 This zone request is the same as the new surrounding development that is going in. The
101 applicant has also submitted a preliminary plat that Development Review Committee and
102 Planning Commission have added some findings and conditions. The Development Review
103 Committee and Planning Commission recommend approval of the zone change as well as the
104 preliminary plat.

105
106 Councilman Davis made a **Motion** to move into Public Hearing.
107 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 6:48 p.m.

108
109 Mayor Pro Tem Dart welcomed public comment.
110 There was none.

111
112 Councilman Scoubes made a **Motion** to move out of Public Hearing.
113 Councilman Mendenhall **Seconded** and the motion **Passed** all in favor at 6:48 p.m.

114
115 Councilman Davis reviewed the findings & conditions for the preliminary plat:

116 *Finding*

117 1. *That the proposed lots conform to the City's subdivision standards.*

118 *Conditions*

119 1. *Subject to the applicant meeting the City's Development Standards.*

120 2. *Subject to there being a private sewer easement across the center three lots.*

121 3. *Subject to the applicant obtaining water acceptable to the City to meet the*
122 *development's water obligation.*

123
124 Councilman Scoubes asked about the sewer line and the grade.

125
126 Chris Thompson said that two of the homes will be fine to connect to the line and the other three
127 homes will have to have a sump pumps. The city is allowing the property owner to run the sewer
128 line across the three properties in a private easement, as noted in the conditions.

129
130 Councilman Mendenhall made a **Motion** to **approve** the Isaac's Landing Zone Change located at
131 916 South Mill Road to R-1-15.

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

133
134 Councilman Gordon made a **Motion** to **approve** the Issac's Landing Preliminary Plat with the
135 following conditions:

136 *Conditions*

137 1. *Subject to the applicant meeting the City's Development Standards.*

138 2. *Subject to there being a private sewer easement across the center three lots.*

139 3. *Subject to the applicant obtaining water acceptable to the City to meet the*
140 *development's water obligation.*

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

142
143 **Proposed Zoning Map Amendment for Academy Park located at 1250 South Mill Road. The**
144 **proposal would change the zoning from Rural Residential to R-1-15.**

145 Dave Anderson said this item is across the street from the last item. A large portion of this
146 development has been changed to the R-1-15 zone, but there is still 2.8 acres that has not been

147 changed. Mr. Anderson said the preliminary plat is for 20 acres and will have 43 lots. If it is
148 approved for a master planned development they need to meet the requirements. The
149 Development Review Committee and Planning Commission recommend approval of the zone
150 change and the preliminary plat for a master planned development. Mr. Anderson said the
151 Development Review Committee added to provide a pedestrian access in the middle of the
152 development for easier access to the school.

153
154 Councilman Davis made a **Motion** to move into Public Hearing.
155 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 7:02 p.m.

156
157 Mayor Pro Tem Dart welcomed public comment.
158 There was none.

159
160 Councilman Davis made a **Motion** to move out of Public Hearing.
161 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 7:02 p.m.

162
163 Councilman Davis made a **Motion** to **approve** the Academy Park Zone Change located at 1250
164 South Mill Road for 2.8 acres to R-1-15 zone.
165 Councilman Mendenhall **Seconded** and the motion **Passed** all in favor with a roll call vote.

166
167 Councilman Davis made a **Motion** to **approve** the Academy Park Preliminary Plat with the
168 following findings:

- 169 Findings
- 170 1. That the proposed lots are consistent with the standards for Master Planned
 - 171 Developments in the R-1-15.
 - 172 2. That the applicant provides a pedestrian access in the middle of the plat.

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

174
175 **NEW BUSINESS:**
176 **Proposed Preliminary Plat for Issac's Landing located at 916 South Mill Road.**
177 *This item was approved in the Public Hearing section of this agenda.*

178
179 **Proposed Preliminary Plat for Academy Park located at 1250 South Mill Road.**
180 *This item was approved in the Public Hearing section of this agenda.*

181
182 **Proposed Preliminary Plat for River Cove located at 920 South River Ridge Lane.**
183 Dave Anderson explained that this is an old development that halted from the bad economy. The
184 developer would like to get it going again and has submitted a new plat that has some changes
185 from the old plat. 75 lots will connect Sandbar Way to Quail Hollow. The Development Review
186 Committee and Planning Commission recommend approval with the following conditions.

187
188 Councilman Davis reviewed the finding & conditions:

- 189 Findings
- 190 1. That the proposed plat conforms to the City's requirements for Master Planned
 - 191 Developments in the R-1-12 zone.

- 192 Conditions
- 193 1. Subject to the applicant, with the first plat, bonding for the road connection which
 - 194 includes curb, gutter, and utilities connecting Sandbar Way to Quail Hollow.
 - 195 2. Subject to the applicant bonding for erosion control pursuant to the Erosion Control
 - 196 Study.

- 197 3. Subject to the applicant quit claim deeding the land north of the river lots and west
198 connection with the approval of the Preliminary Plat.
199 4. Subject to the applicant working to provide SUVPS with clearances for the electric
200 line through the area on the north end of the property.
201

202 Mr. Anderson pointed out from the Planning Commission minutes that they requested the
203 developer to pay to construct the trail.
204

205 Dave Anderson said with the first submittal approximately 10 years ago the City did not have the
206 requirement of the 40 foot easement dedication by the river, now that is in place the developer
207 will be required to dedicate the land by the river.
208

209 Councilman Davis asked how the trail would be paid for if it was not a condition that the
210 developer constructs the trail.
211

212 Mr. Oyler said through grants.
213

214 Councilman Davis made a **Motion to approve** the River Cove Preliminary Plat with the following
215 conditions and not requiring the developer to construct the trail.

216 Conditions

- 217 1. Subject to the applicant, with the first plat, bonding for the road connection which
218 includes curb, gutter and utilities connecting Sandbar Way to Quail Hollow.
219 2. Subject to the applicant bonding for erosion control pursuant to the Erosion Control
220 Study.
221 3. Subject to the applicant quit claim deeding the land north of the river lots and west
222 connection with the approval of the Preliminary Plat.
223 4. Subject to the applicant working to provide SUVPS with clearances for the electric
224 line through the area on the north end of the property.

225 Councilman Gordon **Seconded** and the motion **Passed** all in favor.
226

227 **Proposed Preliminary Plat for Warner Subdivision located at 1000 East Scenic Drive.**

228 Dave Anderson said this development would connect Scenic Drive to 1100 East. The parcel is
229 about 9 acres and is zoned R-1-9. Mr. Anderson pointed out a piece of property that is in the
230 City boundary and is not included in the development because the neighboring lot is interested in
231 acquiring that piece. The Development Review Committee and Planning Commission recommend
232 approval.
233

234 Mr. Oyler asked about the two current homes that are included in the development.
235

236 Discussion took place about whether to include the two current homes in the plat or not.
237

238 Mr. Anderson recommended keeping the plat as proposed and not including the two adjacent
239 homes on Scenic Drive in the plat.
240

241 Councilman Gordon made a **Motion to approve** the Warner Subdivision Preliminary Plat located
242 at 1000 East Scenic Drive.

243 Councilman Mendenhall **Seconded** and the motion **Passed** all in favor.
244

245 **FY 2014 Budget Revision #4**

246 *This item was approved in the Public Hearing section of this agenda.*

247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290

FY 2015 Budget

Kent Clark presented the FY 2015 Budget of \$62 million which starts July 1, 2014 to be adopted. Mr. Clark said he received the certified tax rate for Spanish Fork City and it has gone down. Last year it was .001221, this year it is .001123 and the value of properties within the city increased from \$1.2 billion to \$1.3 billion. Also included are the Airport budget and the Redevelopment Agency budget.

Mayor Pro Tem thanked staff for their time and work in putting this together.

Councilman Mendenhall made a **Motion** to **approve** the FY 2015 Budget.
Councilman Gordon **Seconded** and the motion **Passed** all in favor.

ADJOURN TO REDEVELOPMENT AGENCY:

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

Councilman Gordon **Seconded** and the motion **Passed** all in favor at 7:39 p.m.

CONSENT ITEMS:

- a. Minutes of Redevelopment Agency Meeting – June 3, 2014

Board member Davis made a **Motion** to **approve** the consent items.

Board member Mendenhall **Seconded** and the motion **Passed** all in favor.

NEW BUSINESS:

FY 2015 Budget

Kent Clark presented the FY 2015 budget and areas and pointed out the active areas. The city is anticipating using some of the money for projects that are coming up.

Board member Davis made a **Motion** to **approve** the FY 2015 Budget including the capital project plan.

Board member Gordon **Seconded** and the motion **Passed** all in favor.

ADJOURN:

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

Board member Mendenhall **Seconded** and the motion **Passed** all in favor at 7:43 p.m.

ADJOURN:

Councilman Mendenhall made a **Motion** to **adjourn** to Closed Session for legal issues.

Councilman Gordon **Seconded** and the motion **Passed** all in favor at 7:44 p.m.

ADOPTED:

Angie Warner, Deputy Recorder



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: June 27, 2014
Re: BYU Easement Agreement for the 2014 MAG Grant Spanish Fork River Trail Project

Staff Report

RECOMMENDED ACTION

Approval of the BYU Easement Agreement for the 2014 MAG Grant Spanish Fork River Trail Project.

BACKGROUND

The Mountainland Association of Governments has selected the Spanish Fork River Trail project for \$1,800,000 of funding. This trail will connect the Sports Park Trail to the trail coming from Canyon View Park. This is for the portion of trail that goes along the BYU property at the east end of the project.

DISCUSSION

The cost for the easement is \$13,695 and would be paid for out of approved budgets.

Attached: agreement



When Recorded, Mail To:

Attn: _____

Affecting Tax Parcel No. _____

(space above for recorder's use)

TRAIL AND RIVER ACCESS EASEMENT AGREEMENT

[Spanish Fork, Utah]

THIS TRAIL AND RIVER ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is entered into this ____ day of _____, 2014, by and between BRIGHAM YOUNG UNIVERSITY, a Utah nonprofit corporation, (“**Grantor**”), and SPANISH FORK CITY, a body politic of the State of Utah, whose address is 40 South Main Street, Spanish Fork, Utah 84660 (“**Grantee**”).

RECITALS

A. Grantor owns certain real property located in the County of Utah, State of Utah (the “**Grantor’s Property**”), as more particularly described on Exhibit A, a copy of which is attached hereto and incorporated herein by this reference.

B. Grantee desires to obtain: (i) a temporary non-exclusive easement for the construction of a trail (the “**Trail**”) on, over and across portions of the Grantor’s Property, and (ii) a perpetual, non-exclusive easement for the use and maintenance of the Trail for the purposes described herein for the benefit of Grantee and the public. Grantor is willing to grant said easements (collectively, the “**Easements**”) to Grantee for such purposes, subject to the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. Grant of Temporary Construction Easement. In consideration of the covenants and agreements hereinafter set forth, Grantor hereby grants and conveys unto Grantee a temporary, non-exclusive easement on, over, and across that portion of the Grantor’s Property more specifically described on Exhibit A attached hereto and incorporated herein by this reference (the “**Temporary Construction Area**”). The easement granted pursuant to this Section 1 shall be solely for the purpose of grading and constructing the Trail on the Perpetual Trail Easement Area (as defined in Section 2). Grantee shall not install any utilities, roads, or other facilities on, over, or across the Temporary Construction Area.

Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances. Grantee, or Grantee's Agents, shall haul away any rubbish, sticks, trash, cement, large rocks, or other similar types of debris which are left after completion of construction or maintenance of the Trail. The Temporary Construction Easement described in this Section 1 shall automatically terminate and expire on the earlier of: (a) completion of construction of the Trail, or (b) December 31, 2015.

2. Grant of Permanent Trail Easement. In consideration of the covenants and agreements hereinafter set forth, Grantor hereby grants and conveys unto Grantee a perpetual, non-exclusive easement on, over, and across that portion of the Grantor's Property more specifically described on Exhibit B attached hereto and incorporated herein by this reference (the "**Perpetual Easement Area**"). The easement granted pursuant to this Section 2 shall be solely for the purposes of establishment and maintenance of a trail. Except for emergency vehicles or vehicles used for trail maintenance and repairs, no motorized vehicles of any kind or function will be operated or brought upon the Trail or Perpetual Easement Area by Grantee, Grantee's Agents or the public. The use of the Perpetual Easement Area is limited exclusively to the aforementioned rights, and Grantee has no right to install any utilities, roads, or other facilities on, over, or across the Perpetual Easement Area.

3. Compensation. Grantee shall pay Grantor Thirteen Thousand Six Hundred Ninety five Dollars (\$13,695) for this Agreement; the aforementioned amount representing the fair market value for the easements granted herein.

4. Access. The general public and Grantee, its agents, servants, employees, consultants, contractors and subcontractors (collectively, "**Grantee's Agents**"), shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee, Grantee's Agents and the public shall enter upon the Easement Area at its/their sole risk and hazard, and Grantee, Grantee's Agents and its successors and assigns, hereby release Grantor from any and all claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and/or Grantee's Agents (and their successors and assigns). Furthermore, Grantee agrees to indemnify and hold harmless Grantor from any and all liability arising from Grantee, Grantee's Agents, or the public's use of the Improvements or Easement Area, including defending (with counsel acceptable to Grantor) any court action from such use. This indemnity shall not extend to the intentional or grossly negligent acts of Grantor.

5. Reservation by Grantor. Grantor hereby reserves the right to use the Temporary Construction Area and the Perpetual Easement Area for any use not inconsistent with Grantee's permitted use of said easement areas, including, but not limited to, the right to construct or install utilities and other improvements (such as, without limitation, trails, parks, parking lots, sidewalks, roads, river access points and amenities, piers, and any other structure of a similar function or purpose) in, on, or under the Easement Area. In addition, Grantor reserves the right to use the Temporary Construction Area and Perpetual Easement Area for purposes relating to development of Grantor's Property or any portion thereof, such as for future ingress and egress, access and parking of construction vehicles, staging, storage of construction materials, and installation of permanent utilities, even if such use by Grantor temporarily interrupts or disrupts Grantee's use. Without limiting the above, Grantor reserves the right to relocate, or require the relocation of the Trail and the Perpetual Easement Area at any time at Grantor's cost and

expense, provided that such relocation provides Grantee with comparable easement rights across Grantor's Property and connecting the Trail with the then existing trails on bordering properties, and with comparable access to the Spanish Fork River. Once Grantor has completed the relocation of the Trail, Grantor may unilaterally record a new easement that documents the new location of the Trail and provides comparable rights to those set forth herein. The new easement document may also terminate this Agreement.

Grantor reserves the right to operate motorized vehicles within the Easement Area from time to time for agricultural, maintenance or emergency purposes for the benefit of Grantor's Property.

6. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Grantee shall obtain any and all consents, approvals, permissions, and agreements to cross, encumber, or encroach upon any other easements or rights of others related to its use and improvement of the Easement Area.

7. Grantor's Right to Require Construction of a Fence. Grantor shall have the right, in Grantor's sole discretion, and at any time after this grant of the Easements, to require Grantee to construct a fence on either side of the Trail. Grantee shall construct said fence within six (6) months after written request by Grantor. The fence shall be a field fence, with a twist every four-feet. If requested by Grantor, Grantee shall construct gates of such types and dimensions and at locations identified by Grantor to allow access from the Trail to Grantor's property. No gates shall be constructed unless requested by Grantor. It shall be Grantee's obligation to maintain the fence, gates and the Trail following construction. Grantee shall own and maintain all fences and gates constructed in conjunction with the Trail system. Grantee shall be obligated to perform weed control along any fences constructed in relation to the Trail system. Grantor shall not be liable for any damage to wooden fence posts, which are part of the Trail fencing system, incurred during ditch burnings.

8. Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair all improvements installed by Grantee (the "Improvements"), in good order and condition. Grantee may place appropriate bollards to keep motorized vehicles out of the Easement Area (Grantor shall be given necessary keys or lock combinations in order to exercise its access and other retained rights). Grantee will post signs indicating the restriction of vehicular use in the Easement Area. Such signage will further indicate the potential presence of emergency, maintenance or agricultural vehicles and the requirement that all Trail users yield to such vehicles. Grantee shall be responsible for trimming or otherwise removing tree and shrubbery growth from the Trail in order to allow for the approved vehicular access.

Grantee shall promptly repair any damage to the Grantor's Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, fences, water, and/or irrigation pipes, lines, and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by

Grantee and/or Grantee's Agents, and shall restore the Grantor's Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor's Property by Grantee and Grantee's Agents.

Grantor shall have no obligation to remove trash from the Easement Area. Grantee shall be responsible for trash removal.

9. Compensation for Crop Damage. Upon completion of Grantee's improvement work in the Temporary Construction Area and Perpetual Easement Area, Grantee agrees to compensate the tenant of Grantor's Property, Jud Harward ("Tenant"), for all damages caused to Tenant's crops in connection with Grantee's improvement work. Grantee agrees to meet and cooperate with Tenant in good faith to assess the crop damages and to pay Tenant reasonable compensation for said damages.

10. Open Space. At such time, if any, that Grantor seeks entitlements to improve or develop Grantor's Property, Grantor (or its successors or assigns) will be allowed to include all area in the Easement Area as landscape area or open space area for density determination purposes.

11. Insurance. Before entry on the Easement Area, Grantee shall provide, and shall require all of Grantee's Agents to provide, commercial general liability insurance, automobile liability insurance covering owned, non-owned, and hired vehicles and such other insurance as may be reasonably applicable based on the activity, which provides for at least \$1,000,000 in liability limits, per occurrence, for personal injury or death, and at least \$1,000,000 for property damage, arising out of or resulting from any entry on the Grantor's Property by Grantee or Grantee's Agents. A certificate of insurance shall be provided to Grantor before entry by Grantee or Grantee's Agents, which certificate shall describe the coverage and shall be endorsed to name Grantor as an additional insured. Grantee may obtain such insurance by means of self-insurance so long as Grantee maintains actuarially sound reserves.

Grantor shall be further protected by the limits of liability set forth in the Utah Limitations on Landowner Liability Act (Utah Code Ann. §57-14-101, et seq.).

12. Compliance with Laws. Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning, and land use laws.

13. Liens. Grantee will keep the Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee. Any such liens must be released of record within thirty (30) days.

14. Notices. Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the recipient named below, or (ii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail,

return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to Grantor: Brigham Young University
Attn: Gene McMurtrey
BYU-B-355 ASB
Provo, Utah 84602

If to Grantee: Spanish Fork City
Attn: _____

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

15. Miscellaneous.

15.1 Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. This Agreement has been arrived at through negotiation between Grantor and Grantee. As a result, the normal rule of contract construction that any ambiguities are to be resolved against the drafting party shall not apply in the construction or interpretation of this Agreement.

15.2 Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

15.3 Assignment/Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the provisions of this Agreement shall be considered a covenant that runs with the land herein described and as such the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the Grantor hereto. Notwithstanding, Grantee may not assign this Agreement, in whole or in part, without the prior written consent of Grantor, which consent shall not be unreasonably withheld in the case of assignment to a reputable entity who expressly assumes the obligations of Grantee hereunder with proven financial capability demonstrated by financial reports satisfactory to Grantor in connection with the request for approval to fully perform all of Grantee's responsibilities under this Agreement, both at the time of assignment and for the reasonably foreseeable term of this Agreement.

15.4 Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof. Any amendment or modification to this Agreement shall be in writing and signed by authorized agents or officers of the parties.

15.5 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

15.6 Rights and Remedies. The rights and remedies of any of the parties stated herein are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. Each of the parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

15.7 Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

15.8 Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

15.9 No Public Use/Dedication. The Grantor's Property is and shall at all times remain the private property of Grantor. The use of the Grantor's Property is limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor's Property beyond the express terms and conditions of this Agreement.

15.10 Termination. This Agreement and all easement rights set forth herein will be automatically terminated in any of the following events: (a) Grantee decides that it will no longer use the easement granted herein, (b) the Improvements are abandoned for a period of twelve (12) consecutive months, or (c) Grantee is provided an alternative easement for the Trail and Improvements. In addition, this Agreement and all easement rights will be automatically terminated if Grantee obtains an easement or similar rights by which Grantee is able to continue its trail along the Spanish Fork River to the west of Grantor's Property, thus eliminating the need for a trail connection at the northwest corner of Grantor's Property. Upon the occurrence of an event set forth in the preceding sentences, Grantor may record an instrument terminating this Agreement, as well as any and all other easements, rights-of-way or licenses

Grantee may have (or may claim to have) to use Grantor's Property and Grantee appoints Grantor its attorney-in-fact, such power being coupled with an interest for such purposes.

15.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

[signatures and acknowledgements to follow on next pages.]

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

Grantor: BRIGHAM YOUNG UNIVERSITY,
a Utah nonprofit corporation

By: _____

Name (Print): _____

Its: _____

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this ____ day of _____, 2014 personally appeared before me _____, personally known to me to be the _____ of **BRIGHAM YOUNG UNIVERSTIY, a Utah nonprofit corporation**, who acknowledged before me that he signed the foregoing instrument as the _____ for the **BRIGHAM YOUNG UNIVERSITY, a Utah nonprofit corporation**, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

Notary Public

Grantee:

SPANISH FORK CITY,

a body politic

By: _____

Name: _____

Its: _____

ATTEST:

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Its: _____

STATE OF UTAH)

:ss

COUNTY OF UTAH)

On this ____ day of _____, 2014, personally appeared before me _____, known or satisfactorily proved to me to be the _____ of **SPANISH FORK CITY, a body politic of the State of Utah**, who acknowledged to me that he/she signed the foregoing instrument as _____ for said entity.

WITNESS my hand and official seal.

Notary Public

Exhibit A

(Legal Description of the Grantor's Property)

Exhibit B

(Description of the Temporary Construction Area)

Exhibit C

(Description of the Perpetual Easement Area)

Exhibit "A"

A temporary easement for the construction of a public trail, the easement shall end when the construction is complete, the easement area being described as follows:

Beginning at a point on the North line of Grantor's property as described in that Quit Claim Deed recorded as Entry Number 52192:2010 in the official records of the Utah County Recorder's Office which is located due North 440.10 feet and due West 190.09 feet from the West Quarter Corner of Section 32, Township 8 South, Range 3 East, Salt Lake Meridian (NAD 83 State Plane Coordinate N=2193771.866m E=488452.250m) Basis of Bearing being from said West Quarter Corner to the Southwest Corner of said Section 32, bearing being South 00°19'16" East (NAD 83 State Plane Coordinate for said Southwest Corner N=2192962.694m E=488456.786m) and running thence along the North line of said Grantor's property South 85°06'02" East 10.03 feet; thence South 00°35'08" West 1091.06 feet to a point on a 44.00 foot radius curve to the right; thence along the arc of said curve 66.07 feet, chord bears South 43°36'01" West 60.03 feet; thence South 86°36'54" West 66.58 feet to a point on a 6.00 foot radius curve to the left; thence along the arc of said curve 9.13 feet, chord bears South 43°00'42" West 8.28 feet; thence South 00°35'31" East 116.77 feet to a point on a 44.00 foot radius curve to the right; thence along the arc of said curve 59.83 feet, chord bears South 38°21'50" West 55.33 feet; thence South 77°19'11" West 5.98 feet to a point on a 6.00 foot radius curve to the left; thence along the arc of said curve 9.79 feet, chord bears South 30°34'14" West 8.74 feet; thence South 16°10'43" East 29.02 feet to a point on a 119.00 foot radius curve to the right; thence along the arc of said curve 41.00 feet, chord bears South 06°18'27" East 40.80 feet; thence South 88°44'36" West 35.90 feet to a point on the West line of said Grantor's property; thence along said West line North 06°31'33" West 10.04 feet; thence North 88°44'36" East 27.25 feet to a point on a 109.00 foot radius curve to the left; thence along the arc of said curve 28.39 feet, chord bears North 08°43'04" West 28.31 feet; thence North 16°10'43" West 29.02 feet to a point on a 16.00 foot radius curve to the right; thence along the arc of said curve 26.11 feet, chord bears North 30°34'14" East 23.31 feet; thence North 77°19'11" East 5.98 feet to a point on a 34.00 foot radius curve to the left; thence along the arc of said curve 46.23 feet, chord bears North 38°21'50" East 42.75 feet; thence North 00°35'31" West 116.77 feet to a point on a 16.00 foot radius curve to the right; thence along the arc of said curve 24.35 feet, chord bears North 43°00'42" East 22.07 feet; thence North 86°36'54" East 66.58 feet to a point on a 34.00 foot radius curve to the left; thence along the arc of said curve 51.05 feet, chord bears North 43°36'01" East 46.39 feet; thence North 00°35'08" East 1091.81 feet to the point of beginning. Containing 15,224 square feet more or less.



May 30, 2014

Exhibit "A"

A perpetual easement for the construction, maintenance, periodic evaluations of a public trail, and the right to allow access to the land by the public and other public entities for public purposes, the easement area being described as follows:

Beginning at the Northwest Corner of Grantor's property as described in that Quit Claim Deed recorded as Entry Number 52192:2010 in the official records of the Utah County Recorder's Office which is located due North 440.68 feet and due West 196.87 feet from the West Quarter Corner of Section 32, Township 8 South, Range 3 East, Salt Lake Meridian (NAD 83 State Plane Coordinate N=2193771.866m E=488452.250m) Basis of Bearing being from said West Quarter Corner to the Southwest Corner of said Section 32, bearing being South 00°19'16" East (NAD 83 State Plane Coordinate for said Southwest Corner N=2192962.694m E=488456.786m) and running thence along the North line of said Grantor's property South 85°06'02" East 6.80 feet; thence South 00°35'08" West 1091.81 feet to a point on a 34.00 foot radius curve to the right; thence along the arc of said curve 51.05 feet, chord bears South 43°36'01" West 46.39 feet; thence South 86°36'54" West 66.58 feet to a point on a 16.00 foot radius curve to the left; thence along the arc of said curve 24.35 feet, chord bears South 43°00'42" West 22.07 feet; thence South 00°35'31" East 116.77 feet to a point on a 34.00 foot radius curve to the right; thence along the arc of said curve 46.23 feet, chord bears South 38°21'50" West 42.75 feet; thence South 77°19'11" West 5.98 feet to a point on a 16.00 foot radius curve to the left; thence along the arc of said curve 26.11, chord bears South 30°34'14" West 23.31 feet; thence South 16°10'43" East 29.02 feet to a point on a 109.00 foot radius curve to the right; thence along the arc of said curve 28.39 feet, chord bears South 08°43'04" East 28.31 feet; thence South 88°44'36" West 27.25 feet to a point on the West line of Grantor's property; thence along said West line the following nine (9) calls; (1) North 06°31'33" West 56.17 feet; (2) North 24°32'47" West 91.82 feet; (3) South 53°19'00" East 19.54 feet; (4) South 83°11'00" East 66.20 feet; (5) North 00°43'00" East 153.65 feet; (6) North 27°02'08" East 22.97 feet; (7) due East 119.46 feet; (8) North 00°55'12" West 351.52 feet; (9) North 01°00'00" East 728.85 feet to the point of beginning. Containing 23,881 square feet more or less.



May 28, 2014

MEMO

To: Mayor and Council
From: S. Junior Baker
Date: 24 June 2014
Re: Scenic Development Property Exchange Agreements

On the City Council agenda for July 15, is a consent item for the exchange of property located along SR 51 where our new street will intersect with the state road. We have some excess property from the purchases for the new street. We need some of Scenic's property for future widening of the street. The City parcel is larger than the Scenic parcel, so the City will net \$70,650.00 after the exchange. We discussed in closed session this transaction and the fact Scenic wants to make payment as they develop that piece. Therefore, the closing and receipt of the funds will be several months down the road and will depend on how quickly homes in the development sell.

Since the exchange has already been approved in a closed session, it has been placed on the consent agenda.

REAL ESTATE EXCHANGE AND PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City) and Scenic Development, Inc. (Scenic), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. City owns a parcel of real property in Spanish Fork City located at approximately 1450 North SR-51, more particularly described as follows (the "City Parcel"):

A portion of Parcels 27-011-0041, 27-011-0059, and 27-010-0073

COMMENCING AT THE CORNER COMMON WITH SECTIONS 8 AND 17, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°31'27" EAST, ALONG THE SECTION LINE, A DISTANCE OF 526.62; THENCE, SOUTH 521.01 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION, SAID POINT IS ALSO BEING ON THE WESTERLY LINE OF STATE ROUTE 51 (120.00 FEET WIDE); THENCE, SOUTH 34°24'13" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 326.07 FEET; THENCE, SOUTH 80°01'07" WEST, A DISTANCE OF 55.96 FEET, TO THE NORTHEASTERLY SIDELINE OF THE PROPOSED MAPLE MOUNTAIN PARKWAY (98 FEET WIDE); THENCE, ALONG SAID NORTHEASTERLY SIDELINE THE FOLLOWING TWO COURSES: (1)ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1197.88 FEET, THE CENTER OF WHICH BEARS NORTH 36°35'26" EAST, THROUGH A CENTRAL ANGLE OF 09°27'34", A DISTANCE OF 197.77 FEET (CHORD BEARS NORTH 48°40'47" WEST A DISTANCE OF 197.55 FEET); (2) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1299.01 FEET, THROUGH A CENTRAL ANGLE OF 09°59'15", A DISTANCE OF 226.44 FEET (CHORD BEARS NORTH 48°56'39" WEST A DISTANCE OF 226.15 FEET); THENCE, SOUTH 89°58'32" EAST, A DISTANCE OF 558.24 FEET TO THE POINT OF BEGINNING.
CONTAINS 1.929 ACRES MORE OR LESS

2. Scenic owns, or will own at the time of the closing a parcel of real property in Spanish Fork City located adjacent to the City Parcel more particularly described as follows (the "Scenic Parcel"):

A portion of Parcels 27-011-0057 and 27-011-0058

COMMENCING AT THE CORNER COMMON WITH SECTIONS 8 AND 17, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°31'16" WEST, ALONG THE SECTION LINE, A DISTANCE OF 51.55; THENCE, SOUTH 516.14 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION, SAID POINT IS ALSO BEING ON THE NORTHEASTERLY LINE OF THE PROPOSED MAPLE MOUNTAIN PARKWAY (98 FEET WIDE); THENCE NORTH 89°58'32" WEST, A DISTANCE OF 89.46 FEET; THENCE, SOUTH 55°35'01" EAST, A DISTANCE OF 38.12 FEET; THENCE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1299.00 FEET, THROUGH A CENTRAL ANGLE OF 33°53'55", A DISTANCE OF 768.54 FEET (CHORD BEARS NORTH 72°31'58" WEST, A DISTANCE OF 757.38 FEET) TO A POINT ON THE NORTH LINE OF SAID PROPOSED MAPLE MOUNTAIN PARKWAY; THENCE, CONTINUING ALONG SAID NORTH LINE THE FOLLOWING TWO COURSES: (1) SOUTH 89°59'48" EAST, A DISTANCE OF 90.59 FEET; (2) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1299.01, THROUGH A CENTRAL ANGLE OF 36°03'31", A DISTANCE OF 817.52 FEET (CHORD BEARS SOUTH 71°58'02" EAST, A DISTANCE OF 804.09 FEET) TO THE POINT OF BEGINNING.
CONTAINS 0.516 ACRES MORE OR LESS

3. The parties are desirous of exchanging the parcels, with Scenic paying City for the difference between the 1.929 acres being received and the 0.516 acres being transferred upon the terms and conditions set forth herein.
4. Scenic will pay the sum of \$70,650.00 for the difference of 1.413 acres (\$50,000.00 per acre). The full purchase price is due at closing. Each party shall be responsible for their own closing costs, including the cost of a title insurance policy.
5. No water will be exchanged or transferred with the properties. However, Scenic will be given credit, during the development of the property, for one and one-half (1½) shares of water in Wash Creek Irrigation Co., which are associated with the property being purchased.
6. The closing will take place when Scenic gives notice to City that it intends to proceed

with the closing. Notice must be given at least 14 days prior to the closing. Closing must take place prior to final plat approval for a final plat for development of the City Parcel, but no later than July 1, 2019. Possession of each parcel shall be transferred at the time of closing. Each party bears the risk of loss or damage to their respective parcels until closing occurs.

7. The title to all properties being conveyed shall be pursuant to a special warranty deed. The Scenic Parcel being transferred to City shall be vested in the name of Spanish Fork City. The City Parcel being transferred to Scenic shall be vested in the name of Scenic Development, Inc., or its designee.

8. The parties agree to use Wasatch Land and Title to provide a commitment for standard coverage title insurance in the amount of the purchase price. Within thirty (30) days after the full execution of this Agreement, the parties shall obtain such title commitments. Each party shall have ten (10) days after receipt of the commitment of title insurance and all relevant documents to notify the other in writing of any objections to the title. If no objection is made, all items shall be deemed permitted. If any exceptions to title are made, the other party shall have until closing to cure such exception. If exceptions are unable to be cured, the party so excepting may choose to void this agreement or to proceed with the exceptions. If voided, all obligations of the parties shall cease and this agreement shall be void without further recourse to the parties hereto. At the closing, each party may obtain a title policy, which insures that such party shall be the fee simple owner of good and marketable title free and clear of all liens and encumbrances and subject to the standard exceptions as shown on the title commitment. Each party shall pay the cost of its title policy.

9. Each party has heretofore investigated the property it is receiving and has determined that

it is suitable for its purposes. Each party therefore accepts the property “as is.”

10. Each party warrants and represents, as to the property it is transferring, as follows:

A. Such party has the right to enter into this Agreement for the sale and purchase of the City Parcel or the Scenic Parcel, as the case may be.

B. The City Parcel or the Scenic Parcel, as the case may be, will be free and clear of any mechanics liens resulting from work performed on or with respect to the property prior to such conveyance.

C. Neither party has received written notice from any governmental body claiming any current violations of any hazardous material law, or requiring compliance with hazardous material law, or demanding payment or contribution for environmental damage or injury to natural resources. For this purpose, hazardous material law means any State or Federal statute applicable to the property relating to the installation, use, storage, release, generation, discharge, disposal, treatment, handling, or transportation of hazardous materials.

D. Neither party, nor to their knowledge any previous owner, tenant, or occupant of the City Parcel or the Scenic Parcel, as the case may be, has engaged in or permitted operations or activities upon or allowed any use or occupancy of the property for the purpose or in any way involving the handling, manufacturing, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any hazardous material.

E. In the event, at any time prior to closing, that any party learns that any of the aforesaid representations and warranties are no longer valid, such party shall

immediately notify the other in writing. The party so notified shall then have the option to proceed with this agreement subject to the changed conditions, or to void this agreement and have no further obligation to the other party.

11. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superseded hereby. This agreement may only be amended by a written agreement entered into between the parties.

12. Time is of the essence of this agreement. In case either party fails to perform the requirements of this agreement, at the time performance is required, the other party may, at its election, terminate the agreement.

13. If any action, suit, or proceeding is brought by a party with respect to a matter governed by this agreement, all costs and expenses of the prevailing party in such action, suit, or proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

14. All risk of loss or damage to the property shall be borne by the owner of the parcel until possession exchanges.

15. Scenic may assign its rights and obligations under this agreement at any time.

DATED this ____ day of June, 2014.

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor
Steve Lufsan

Attest:

KENT R. CLARK, Recorder

SCENIC DEVELOPMENT, INC. by:



KIM W. RINDLISBACHER, President



Memo

To: Mayor and City Council
From: S. Junior Baker
Date: 7-2-2014
Re: Marty Grange Waterline Connector's Agreement

Staff Report

RECOMMENDED ACTION

Approve the Marty Grange Waterline Connector's Agreement. This is a standard connector's agreement and thus, appears on the consent agenda.

BACKGROUND

As part of the improvements for the Marty Grange Site Plan, Marty Grange was required to install an offsite waterline from his site along a private lane to 1200 North SR-51, a distance of 430 feet. He is seeking pro-rata reimbursement from those other properties adjacent to the private lane in this area.

Attached: Marty Grange Waterline Connector's Agreement

CONNECTOR'S AGREEMENT

This Connector's Agreement made this 15th day of July, 2014, by and between Spanish Fork City, hereinafter called City, and Marty Grange, hereinafter called Developer.

RECITALS

WHEREAS, Developer is the owner of real property in Spanish Fork City located at 1205 North SR-51; and,

WHEREAS, in order to develop that property, Developer has installed offsite utility improvements which will benefit other properties as they develop in the future; and

WHEREAS, Developer has installed an eight (8) inch drinking waterline at 1200 North SR-51 from SR-51 west along a private lane, a distance of 430 feet, at a cost of \$22,741.19 or \$52.89 per foot; and

WHEREAS, Exhibit A, attached hereto and incorporated herein by this reference, identifies the drinking waterline installed by Developer; and

WHEREAS, it is anticipated that other owners of adjacent property will, at some time in the future, desire to develop their property; and

WHEREAS, those other property owners would have to install equivalent facilities to develop their property, if not already installed by Developer; and

WHEREAS, City has determined that it is just and proper that owners of property who develop their property and attach to the eight (8) inch drinking waterline should reimburse Developer at the rate of \$26.45 per foot for the length of the property developed, provided a land owner who attaches merely for the purpose of extending the drinking waterline shall not be responsible for the cost thereof; and

NOW, THEREFORE, in consideration of ten dollars and other good and valuable consideration paid by Developer to City, the parties agree as follows:

TERMS

1. City will require the payment of \$26.45 per frontage foot of property developed and connecting to the eight (8) inch drinking waterline shown on Exhibit A as a condition of permitting any owner of property connecting to the drinking waterline to develop their property.

2. That payment of the sums mentioned in the preceding paragraphs shall bear no interest from the date hereof to date of payment.
3. That if a development application is made after thirty years from the date hereof, there shall be no payment required as a pre-condition of development approval.
4. That upon receipt of any sums due hereunder, City agrees to remit said sum to Developer or its assignees.
5. That it shall be the responsibility of Developer or its assigns to advise City, in writing, of any impending development which likely would trigger the connector's fee. In no event shall City be liable for failure to make collection, it being understood and agreed that City will use it's best efforts to make such collection.

SPANISH FORK CITY by:

STEVE LEIFSON, Mayor

Attest:

KENT R. CLARK, Recorder

:

MARTY GRANGE

Marty Grange Connectors Agreements

Exhibit A



1" = 100 Ft

 Culinary Water

Print Date: 11/8/2013



GEOGRAPHIC INFORMATION SYSTEMS

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

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





M O U N T A I N L A N D

ASSOCIATION OF GOVERNMENTS

Serving Summit, Utah and Wasatch Cities & Counties

AGING & FAMILY SERVICES DEPARTMENT

1. **CONTRACTING PARTIES:** This contract is between Mountainland Association of Governments, 586 East 800 North, Orem, Utah 84097, referred to as MAG, and Spanish Fork City Corporation, 40 South Main, Spanish Fork, Utah 84660, referred to as CONTRACTOR.
2. **PURPOSE AND SCOPE OF CONTRACT:** To provide access and nutrition services to individuals who are 60 years of age and older (including spouses of any age of such individuals) as described in Part II.
3. **CONTRACT PERIOD:** This Contract is effective as of July 1, 2014 and terminates on June 30, 2015, unless terminated sooner in accordance with the terms and conditions of this Contract.
4. **PART I:** General Provisions
5. **PART II:** Description of Services
6. **PART III:** Contract Costs, Billing, and Payment Information
7. **CONTRACTOR HAS NOT ALTERED THIS CONTRACT:** By signing this Contract, the Contractor represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Contract, and that this contract contains exactly the same provisions that appeared in this document and its attachments when MAG originally sent it to the Contractor.
8. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - A. All documents specified in this Contract and its attachments; MAG's Standard Operating Procedure;
 - B. All statutes, regulations, or governmental policies that apply to the Contractor or to the services performed under this contract, including any applicable laws relating to fair labor standards, the safety of the Contractor's employees and others, zoning, business permits, taxes, licenses, and incorporation or partnership. The Contractor acknowledges that it is responsible for familiarizing itself with these laws and procedures and complying with them.
9. **AUTHORITY OF PERSON SIGNING FOR THE CONTRACTOR:** The Contractor represents that the person who has signed this Contract on behalf of the Contractor has full legal authority to bind the Contractor and to execute this Contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR:

Contractor Signature Date

Type/Print Contractor's Name and Title

WITNESS:

Witness Signature Date

Employee or officer authorized by contractor to sign reports and invoices (if not already signatory above).

Joyce Webb 7-7-14

Signature Date

Please print or type name.

Joyce Webb

MAG:

Andrew K. Jackson Date
Executive Director

APPROVED AS TO COMPLIANCE WITH AREA PLAN:

Scott McBeth Date
Director, Aging and Family Services Dept.

APPROVED AS TO AVAILABILITY OF FUNDS:

Heidi DeMarco Date
Budget and Contracts Manager

APPROVED AS TO FORM:

Robert J. Schumacher Date
Attorney at Law
Legal Counsel

PART I - GENERAL PROVISIONS

1. PROTECTION AGAINST LIABILITY- GOVERNMENTAL ENTITY

- A. **Contractor and the Utah Governmental Immunity Act:** Consistent with the terms of the Governmental Immunity Act (Title 63, Chapter 30 of the Utah Code), the Contractor and DHS/MAG are each responsible and liable for any wrongful or negligent acts which that party itself commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act. If the Contractor has a subcontractor, that subcontractor shall comply with the insurance and indemnification requirements of this Contract, unless the subcontractor is also a Utah governmental entity, in which case this paragraph (a) shall apply.
- B. **Indemnification:** Regardless of the type of insurance required by this section, the Contractor and (where applicable, the Subcontractor) shall provide the following indemnification:

Indemnification by the Contractor and Sub-contractor: The Contractor and DHS/MAG shall defend, hold harmless and indemnify each other and their respective employees, agents, volunteers and invitees from and against all claims resulting from their negligent or wrongful conduct under this Contract, but in no event shall the indemnification obligation of either party exceed the amount set forth in Section 63-30-34 of the Utah Governmental Immunity Act or any similar statute in effect when a judgment is entered. Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. This Contract shall not be construed with respect to third parties as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. If the Subcontractor is a governmental entity of the State of Utah, this paragraph shall apply.

The Contractor shall provide MAG with a copy of its liability insurance.

2. **WORKER'S COMPENSATION ACT:** The Contractor and its subcontractors shall comply with the Utah Workers' Compensation Act (Title 34A, Chapter 2 of the Utah Code) which requires employers to provide workers' compensation coverage for their employees. Contractor will provide MAG with a copy of the insurance and provide MAG with a copy of its sub-contractors' worker's compensation insurance.
3. **EMERGENCY MANAGEMENT AND BUSINESS CONTINUITY PLAN:** The Contractor shall use qualified personnel to perform all services in conformity with the requirements of this Contract and generally recognized standards. The Contractor represents that it has developed an emergency management and business continuity plan that allows the Contractor to continue to operate critical functions or processes during or following an emergency, and the Contractor acknowledges that DHS/MAG may rely upon this representation. The Contractor shall evaluate its emergency management and business continuity plan at least annually, and shall modify that plan as appropriate.
4. **COMPLIANCE WITH LICENSING STANDARDS AND OTHER LAWS:** The Contractor represents that it currently meets all applicable licensing standards and other requirements of federal and state law, and all applicable ordinances of the city or county in which services or care is provided. The Contractor shall continue to comply with all such applicable standards, requirements and ordinances during the term of this Contract, and if the Contractor fails to do so, MAG may terminate this Contract immediately.
5. **COMPLIANCE WITH DHS' PROVIDER CODE OF CONDUCT:** The Contractor shall follow and enforce DHS' Provider Code of Conduct. The DHS Provider Code of Conduct may be found at the following web site: <http://www.dhs.state.ut.us/policy.htm> (Select "Department Policy Manual"; then select "Section V -- Security/Risk Management/Liability"; then select "Provider Code of Conduct").

6. **RESTRICTIONS ON CONFLICTS OF INTEREST:** The purpose of this Section is to assure that the goods and services provided to MAG under this Contract afford MAG a commercially reasonable level of quality and cost. These provisions prohibit Contractors and anyone acting on their behalf from using their employment with the State of Utah or MAG or their relationship with others, including potential subcontractors, to enter into any transaction or arrangement that is improper or gives the appearance of being improper because of that person's State or MAG's employment or relationship with a third party.
7. **MONITORING AND REPORTING REQUIREMENT FOR CONFLICT OF INTEREST:**
 - A. Give MAG a Certificate of Compliance before entering into this Contract or a subcontract relating to this Contract.
 - B. Give MAG a Disclosure Form that identifies any existing and new conflicts of interest that relate to this Contract and are worth \$2,000 or more, and then obtain prior approval from MAG before entering into transactions or decisions involving these conflicts of interest.
8. **RECORD-KEEPING AND REPORTING REQUIREMENTS:** The Contractor shall retain all records related to this Contract in accordance with the rules and regulations of the Utah Government Records Access and Management Act ("GRAMA": Title 63, Chapter 2 of the Utah Code). In addition, the Contractor shall comply with all reporting requirements of this Contract. The Contractor shall maintain or shall supervise the maintenance of all records necessary for the proper and efficient operation of the programs covered by this Contract, including records relating to applications, determination of clients' eligibility (if applicable), the provision of services and administrative costs, and any other records, such as statistical and fiscal records, necessary for complying with the reporting and accountability requirements of this Contract.
9. **RETENTION AND DESTRUCTION OF RECORDS RELATED TO THIS CONTRACT:** The Contractor shall retain all records related to this Contract for at least the following periods of time:
 - A. **Protecting DHS/MAG's Continuing Access Rights to Contract-Related Records.** The Contractor acknowledges that DHS/MAG is entitled to have ready access to all records relating to this Contract, and the Contractor shall not do anything to limit or interfere with DHS/MAG's access rights, except as expressly provided by law. DHS/MAG and the Contractor acknowledge, however, that entities other than DHS/MAG may also have access rights to the records, especially if those entities provided part of the funding for the programs or services covered by this Contract.
 - B. **Permission for Early Destruction of Records.** The Contractor shall not destroy or relocate any records relating to this Contract or the services provided under this Contract for the six-year period defined in subsections (a) and (b) of this Paragraph ("Retention and Destruction of Records Related to This Contract"), unless the Contractor gives MAG thirty days' written notice and obtains MAG's prior written consent to the proposed destruction or relocation of the records. (As used in this Paragraph, the term "relocate" means to move the records to a site which is not either the site where the Contractor provides the services under this Contract or a site operated by the Contractor in the geographic area covered by this Contract.) As a condition of consenting to the Contractor's early destruction or relocation of the records, MAG may require the Contractor to provide MAG with photocopies of the records, and the Contractor shall pay for the costs of photocopying the records, or the Contractor shall deliver the originals to MAG at the Contractor's own expense.
 - C. **Method for Destruction of Client Records.** If the contractor maintains any client records under this Contract, and if this Contract or MAG retention schedule indicates that such client records are to be destroyed after a certain period of time, the Contractor shall shred or burn the records to protect client confidentiality. In the case of electronic records, the Contractor shall use a technique of destroying the records that adequately prevents unauthorized persons from reading or accessing the records. If the Contractor is unsure whether a particular technique will adequately destroy the electronic records, the Contractor shall consult with MAG and its technical specialists before using that technique.

10. **GENERAL ACCESS TO THE CONTRACTOR'S RECORDS:** The Contractor shall provide DHS/MAG with ready access to any records produced or received by the Contractor in connection with the services or programs provided under this Contract, unless such access is expressly prohibited by state or federal law. The Contractor acknowledges that some of its records, including this Contract, may be available to the public and to the Contractor's clients pursuant to GRAMA and other state and federal laws, including the federal "Protection and Advocacy for Individuals with Mental Illness Act," 42 U.S.C §§ 10801 *et seq.* Therefore, upon receiving a request for records or information from any individual or entity other than DHS/MAG, the Contractor shall immediately notify MAG about the request. Except as otherwise directed by DHS/MAG or authorized by this Paragraph (5), the Contractor's non-governmental subcontractors and any Contractor or governmental subcontractor that lacks expertise in responding to GRAMA requests shall consult with DHS/MAG before responding to a record request to determine the appropriate response under this Contract and federal and state laws, including GRAMA. In such circumstances, if the requested records come within the scope of GRAMA and if DHS/MAG so requests, the Contractor shall deliver copies of the requested records to DHS/MAG, and allow DHS/MAG to respond directly to the records-request.
11. **AUDITORS' AND MONITORS' ACCESS TO THE CONTRACTOR'S RECORDS:** Upon request, the Contractor shall allow independent, state and federal auditors or contract reviewers to have access to any records related to this Contract, including all financial records (such as accounting records and supporting documentation) for audit review and inspection.
12. **MONITORING OF CONTRACTOR'S PERFORMANCE:** MAG shall have the right to monitor the Contractor's performance of all services under this Contract. Monitoring of Contractor's performance shall be at the complete discretion of MAG, who will rely on the criteria set forth in this Contract. Performance monitoring may include both announced and unannounced visits.
13. **CONTRACT RENEGOTIATIONS OR MODIFICATIONS:** The parties may amend, modify or supplement this Contract only by a written amendment signed by the parties and approved by MAG. The amendment shall be attached to the original signed copy of this Contract. MAG shall not pay for any services provided by the Contractor unless such payments are specifically authorized by this Contract or an approved written amendment to this Contract.
14. **CONTRACT TERMINATION:**
 - A. **Right to Terminate Upon Thirty Days Notice.** Either party may terminate this Contract, with or without cause, in advance of the Contract's expiration date by giving the other party at least thirty (30) days written notice.
 - B. **Immediate Termination.** In addition, if the Contractor's violation of this Contract creates or is likely to create a risk of harm to the clients served under this Contract, or if any other provision of this Contract (including any provision in the attachments) allows MAG to terminate the Contract immediately for a violation of that provision, MAG may terminate this Contract immediately by notifying the Contractor in writing.
 - C. **Cooperative Efforts to Protect the Clients.** If either party elects to terminate this Contract, both parties will use their best efforts to provide for uninterrupted client services.
 - D. **Processing Payments and Records Access After Termination.** Upon termination of the Contract, the parties shall use the financial and accounting arrangements set forth in this Contract to process the accounts and payments for any services that the Contractor rendered before the termination. In addition, the Contractor shall comply with the provisions of this Contract relating to the Contractor's record-keeping responsibilities, and shall ensure that the Contractor's staff properly maintains all records (including financial records and any client treatment records).

- E. **Attorneys' Fees and Costs.** If either party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the action or failure to act of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.
- F. **Remedies for Contractor's Violation.** The Contractor acknowledges that if the Contractor violates the terms of this Contract, MAG is entitled to avail itself of all available legal, equitable and statutory remedies, including money damages, injunctive relief and debarment as allowed by state and federal law.
15. **GRIEVANCE PROCEDURES:** The Contractor shall have a grievance procedure in place and shall notify MAG of any grievance submitted to the Contractor by any participant of the program covered by this Contract.
16. **REVIEW OF CONTRACTOR'S REPORTS AND BILLS:** All billings and reports submitted by the Contractor will be reviewed by MAG at MAG's discretion.
17. **STANDARD OPERATING PROCEDURE:** Contractor agrees to comply with MAG's Department of Aging and Family Services Standard Operating Procedure.
18. **LOBBYING:** If you are required to disclose lobbying activities and/or expenditures under 31 UCS Section 1352, complete a Disclosure of Lobbying Activities form, available upon request from MAG.
19. **CHANGE IN SENIOR CENTER DIRECTOR:** Contractor shall notify MAG of the vacancy in the Center Director's position.
20. **CITING MAG IN ADVERTISING:** In all written and oral discussions or advertising for the programs covered by this contract (including all brochures, flyers, informational materials, interviews and talk shows), the CONTRACTOR shall acknowledge that MAG and the Department of Human Services provided for the programs.
21. **TRAINING:** The Center staff shall attend an annual training meeting if offered by MAG.

PART II: DESCRIPTION OF SERVICES AND ADDITIONAL CONDITIONS

1. **POPULATION TO BE SERVED:**

For Older Americans Act services: Individuals 60 years of age and older (including spouses of any age of such individuals) with social and/or economic need, targeting low income minorities.

2. **METHODS OF PROVISION:**

Services shall be provided as specified below. A unit of service is described hereafter for each service, and shall form the basis for payment and evaluation by MAG.

3. **SPECIFIC SERVICES:**

SERVICE CODE	SERVICE NAME	DESCRIPTION	UNIT OF SERVICE
SAO	Outreach/Client Finding	Intervention initiated by CONTRACTOR to identify clients and encourage the use of existing services and benefits. Only applicable to a first-time contact with a new client who has not previously used aging services or who has not used any services for an extended period of time. CONTRACTOR will place special emphasis on rural elderly with greatest economic or social need, with particular attention to low-income minority individuals, and older individuals with severe disabilities, informing such persons of the availability of service.	1 UNIT = 1 CONTACT
SAI	Information/ Assistance	Includes the provision of concrete information to a client about available public and voluntary services/resources and linkage to ensure the service will be delivered to the client. Includes contact with the provider. Does <u>not</u> include mass media contacts, newsletters or other similar contact.	1 UNIT = 1 CONTACT
CMM	Congregate Meals Site Management	All activities that are connected to the overall management of the meals site, including, but not limited to, supervision of kitchen staff, preparation of meal site, and the serving of meals.	1 UNIT = 1 DAY
CMM	Congregate Meals Meal Preparation	Providing one hot or other appropriate meal per day, which assures a minimum of one-third USRDA, in a congregate setting.	1 UNIT = 1 MEAL SERVED

4. **FOCAL POINT OBLIGATION:** The Contractor agrees, whenever it has been designated by MAG in the approved area plan as a focal point as defined by the Older Americans Act or pursuant to Federal rules, that it will perform all focal point tasks for its designated community required by MAG, with special emphasis on establishing linkages with, and coordinating in behalf of, the older residents of its community, all services available for such older persons.
5. **SPECIAL MEAL CONSIDERATIONS:** The Contractor agrees, whenever it is under contract to provide meal service to eligible older persons, that it will offer meals on the same basis as they are provided to elderly recipients, to individuals providing volunteer services during the meal hours and to individuals with disabilities who reside at home with and accompany older individuals who are eligible under the Older Americans Act.
6. **IMPOSITION OF FEES:** The CONTRACTOR will not impose any fees upon client given services under this contract except as authorized by MAG.
7. **COMPLIANCE WITH OLDER AMERICANS ACT:** CONTRACTOR will comply with all provisions of Public Law 89-73, Older Americans Act of 1965 with all amendments thereto that have been passed into law, and with responsibilities of service providers required by Public Law 100-175, Older Americans Act Amendments of 1987 and 1992, as specified hereafter, and shall:
 - (a) Provide the area agency, in a timely manner, with statistical and other information which the area agency requires in order to meet its planning coordination, evaluation and reporting requirements established by the State;
 - (b) Specify in the space immediately below how the provider intends to satisfy the service needs of older low income minority and older persons residing in rural areas:
We provide rides to and from our center for those who cannot drive. We provide hot delicious meals along with entertainment. We also will try to have interpreters for those who speak a different language. We take a lot of tours for pleasure. We advertise in newspaper articles, along with fliers and word of mouth. We love all people and we welcome them to our center. We invite anyone to come and visit us at anytime.
 - (c) Provide recipients with an opportunity to contribute to the cost of the service;
 - (d) With the consent of the older person, or his or her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger;
 - (e) Where feasible and appropriate make arrangements for the availability of services to older persons in weather related emergencies;
 - (f) Assist participants in taking advantage of benefits under other programs;
 - (g) Assure that all services funded hereunder are coordinated with other appropriate services in the community and that these services do not constitute an unnecessary duplication of services provided by other sources; and
 - (h) Comply with all policies, procedures and/or directives addressing service providers and subcontractors and specified within the current Standard Operating Procedures Manual of the MAG Department of Aging and Family Services, and any additions, revisions or deletions thereto as notified by MAG.

8. **OPPORTUNITY FOR CONTRIBUTION:** Contractor shall (a) Provide each older person with an opportunity to contribute voluntarily to the cost of the service; (b) Protect the privacy of each older person with respect to his or her contributions; (c) Establish appropriate procedures to safeguard and account for all contributions; (d) Use all supportive services contributions only to expand the services provided under this part; and (e) Use all nutrition services contributions only to expand services as provided under section 307(a)(13)(C)(ii) of the Older Americans Act; and (f) Comply with MAG policies relative to settling and handling of suggested contribution amounts. Contractor may not deny any older person a service because the older person will not or cannot contribute to the cost of the service.
9. **PRIORITY OF SERVICE:** Persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services under this contract.
10. THE SPOUSE of the older person regardless of age or condition may received a home-delivered meal if, according to criteria determined by MAG, receipt of the meal is in the best interest of the homebound older person.

PART III: CONTRACT COSTS, BILLING AND PAYMENT INFORMATION

1. **CONTRACTOR'S SPECIFICS:**

a. Billing name and address of the Contractor:

Spanish Fork City Corporation
40 South Main
Spanish Fork, UT 84660

b. Address/location where the services will be provided:

Spanish Fork Senior Center
167 West Center
Spanish Fork, UT 84660

2. **CONTRACT PAYMENT:** MAG agrees to reimburse the Contractor in accordance with following table, upon receipt of itemized billing for approved service activities given and supported by information contained on reimbursement forms supplied by MAG. The line item allocations for services under this Contract are specified in the following table:

SERVICE CATEGORY	UNITS	RATE	MAG	LOCAL MATCH	TOTAL	PROJECT INCOME
Information & Assistance	50	.75	\$37.50	\$25.13	\$62.63	
Project Management	13,200	.85	\$11,220.00	\$7,405.90	\$18,625.90	
Meals Site Preparation	13,200	1.78	\$23,496.00	\$15,507.36	\$39,003.36	\$18,300.00
TOTAL			\$34,753.50	\$22,938.39	\$57,691.89	\$18,300.00

If the Contractor experiences a shortfall in operating revenues due to a decline in the number of meals served, the Contractor may request a one-time adjustment to the reimbursement rates through contract amendment. MAG will consider such adjustment based on balance of contract and available revenues.

3. **METHOD AND SOURCE OF PAYMENTS TO THE CONTRACTOR:** To obtain payment for the services provided under this Contract, the Contractor shall submit to MAG, on a monthly basis, an itemized billing for its authorized services, together with supporting documentation. The Contractor shall bill MAG only for actual costs allowable under the federal and DHS cost principles referred to in Part IV ("Cost Accounting Principles and Financial Reports"), and the Contractor shall maintain records that adequately support the allowability of these costs.
4. **BILLING DEADLINES:** The Contractor shall submit all billings and claims for services rendered during a given billing period within TEN (10) days after the last date of that billing period. All final billings under a contract must be received within TEN (10) days of termination of the contract, regardless of the billing period. If the Contractor fails to meet these deadlines, MAG may deny payment for such delayed billings or claims for services.

MAG's Fiscal Year is from July 1 through June 30. The Contractor shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 10th of the following fiscal year, regardless of the termination date of the contract. MAG may delay or deny payment for services performed in a given fiscal year if it receives the Contractor's billing for those services later than July 10th of the following fiscal year.

5. **NON-FEDERAL MATCH:** For those contracts requiring a non-federal match, that match shall comply with the provisions of Title 45 of the Code of Federal Regulations, Part 74, Sub-part G.
6. **OVERPAYMENTS, AUDIT EXCEPTIONS AND DISALLOWANCES:** If an independent CPA audit or a fiscal review by DHS/MAG determines that MAG has over-paid the Contractor for services under this Contract because: (a) the Contractor's expenditures under this Contract are ineligible for reimbursement as they were not authorized by this Contract; or (b) the Contractor's expenditures are inadequately documented, the Contractor shall immediately refund such excess payments to MAG upon written request. Furthermore, MAG shall have the right to withhold any or all subsequent payments under this or other contracts with the Contractor until MAG fully recoups any overpayments made to the Contractor.
7. **PAYMENT WITHHOLDING:** MAG may withhold funds from the Contractor for contract non-compliance, failure to comply with MAG directives regarding the use of public funds, misuse of public funds or monies, or failure to comply with state and federal law or policy in the Contractor's subcontracts with private providers. If an audit finding or judicial determination is made that the Contractor or its subcontractor misused public funds, MAG may also withhold funds otherwise allocated to the Contractor to cover the costs of any audits, attorney's fees and other expenses associated with reviewing the Contractor's or the subcontractor's expenditure of public funds. MAG shall give the Contractor prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding and the actions that the Contractor must take to bring about the release of any amounts withheld.



ANNEXATION

REPORT TO THE CITY COUNCIL STILLMAN ANNEXATION ACCEPTANCE

Agenda Date: July 15, 2014.

Staff Contacts: Dave Anderson, Community and Economic Development Director.

Request: Sillman Road 2 and RG Development have requested that 100 acres east of Maple Mountain High School be annexed into Spanish Fork City.

General Plan: Low Density Residential.

Zoning: R-1-12 requested.

Project Size: 100.20 acres.

Number of Lots: not applicable.

Location: approximately 2600 East 200 North.

Background Discussion

At this time, it is proposed that the City Council accept the proposed Stillman Annexation Petition for further study. Accepting the proposal for further study does not obligate the City Council to later approve the Annexation but does initiate the formal review process. The proposed Annexation is located within the City's Growth Boundary and staff believes it is appropriate to accept this Petition for further study.

Recommendation

Staff recommends that the proposed Stillman Annexation Petition be accepted for further study.



